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Henry S. Gardner
MARIETTA COUNTY AUDITOR

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DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
CHAPEL PINES
HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this 24th day of April, 1981, by the "Declarant", R & P Enterprises, Inc., a corporation,

WITNESSETH:

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

The description of the subject real estate is attached hereto and made part hereof, as though fully set out herein, as Exhibit "A", (hereinafter referred to as Section 1), and the description of the total Tract, hereinafter referred to, is also attached hereto as Exhibit "B" (hereinafter referred to as the "Tract"). The real estate shall be an expanding condominium which may include the Tract pursuant to IC 32-1-6-15.1.

B. Declarant, by execution of this Declaration or a Supplemental Declaration or Declarations, creates a Horizontal Property Regime, subject to the provisions of the Horizontal Property Act of the State of Indiana and the terms and conditions of this Declaration.

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

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

- (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
- (b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within the Regime as provided in paragraph 16, all of which will be part of the proposed Tract.

- (c) "Association" means the incorporated association of Co-Owners of the Regime, more particularly described in paragraph 13.
- (d) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.
- (e) "Building", if used, shall mean and be the same as "Dwelling Unit" or "Dwelling Units" where more than one such unit is contained in one edifice.
- (f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
- (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (i) "Co-Owners" means the Owners of all the Dwelling Units.
- (j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicates an intent that grantee become the Declarant.
- (k) "Dwelling Unit" means one of the individual units constituting the Regime, each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.

- (l) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the adjustment to be made to the Percentage Interest applied to each Dwelling Unit as each Section is annexed.
- (m) "Storage Areas" shall mean storage areas intended and designated to serve and be used exclusively by the Owner of a particular Dwelling Unit, if any, as shown and designated on the Plans.
- (n) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known.
- (o) "Limited Areas" means the limited common areas and facilities as defined in Paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns a fee simple title to a Dwelling Unit.
- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appurtenant to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and accrues to the Owners thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest applicable to such Owner's Dwelling Unit.
- (t) "Section" means a part of the Tract upon which Dwelling Units are constructed and annexed to the Regime as provided in paragraph 16. Each particular Section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Section 1,

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and a site plan, survey and elevation of the Section and Buildings, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Units which are constructed on the Sections of the Tract when and if annexed to and made a part of the Regime.

- (v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of the Regime.
- (w) "Tract" means the total real estate described in paragraph A above, of which the respective Sections will be a part and set out fully in Exhibit "B", if expanded as hereinbefore set out.

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

3. Description of Dwelling Units. There are 12 dwelling units in Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans in this Declaration as Dwelling Units numbered THRU 12. The Dwelling Units in the Sectional Section or Sections thereof, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Supplemental Declaration and Supplemental Plans annexing such Sections to the Regime.

The allocation of percentage of undivided interest in common areas for Section 1 for each of the units therein is 8.3333 %.

4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit.

5. Further Description of Dwelling Units.

(a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as herein-after defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.

(b) Boundaries. The boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas to the outside surfaces of all perimeter construction of the Dwelling Units, including garages. In the case of attached Dwelling Units or Dwelling Units consisting of two stories, the vertical boundaries shall run from the upper surface of the lowest floor joist or slab to the upper surface of the roof, except as otherwise provided in paragraph 5(a). In such attached Dwelling Units, the horizontal boundaries shall be the exterior surface of the perimeter inside walls of the respective Dwelling Units, including the garages. In the event of any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for

any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate area of the Dwelling Unit.

6. Common Area and Facilities. Common areas mean and include (1) the Tract, (2) the respective Sections contained in that Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways designed to serve particular individual garage units, (4) central electricity, gas, water, and sanitary sewer mains serving the Dwelling Units, (5) exterior lighting, fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring, (7) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

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

- (a) Storage Area Spaces. Storage Areas, if any, shall be limited to the exclusive use of a particular Dwelling Unit as designated on the Plans. The exclusive use of such Storage Areas shall pass with title to the Dwelling Unit for which such Area is designated, even though not expressly mentioned in the document passing title. The Storage Areas and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license to any other Owner to use all or part of his Storage Area, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Dwelling Unit for which the Storage Area is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such Storage Area; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Storage Area.

- (b) Entranceways. The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) Patios and Balconies. The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (d) Driveways. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Area and Percentage Interest.
Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accordance with the Formula set forth in paragraph 16 of this Declaration.

If the Regime consists only of Section 1, each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in the Section. If any Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation will automatically reduce in accordance with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Area of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration annexing Percentage Interest as set forth in this paragraph 8 of sixty percent (60%) of the Co-Owners, based upon their Percentage Interest.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

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

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

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be made according to the Percentage Interest and the Formula and will apply to all real estate in Sections effectively brought into the Horizontal Property Regime. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to the Percentage Interest.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the formula and paid for according to the Percentage Interest.

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

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets,

Common Areas and Limited Areas of "the Regime" in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in "the Regime" to be known as the North Willow Park Co-Owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

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

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintenance of same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit and within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional Dwelling Units on the Additional Sections by expansion within the Tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development to be consistent in the number of Dwelling Units per Section as contained for and upon Exhibit "A" (Section 1) and the maximum number of Dwelling Units to be contained in the Tract (Exhibit "B") is 200. A time limit, not exceeding five (5) years shall be the limit where additional Sections may be added.

At any time prior to April 15, 1986, Declarant, at its option, may, but is not obligated to, cause all or part of the Additional Section or Sections within the Tract to be expanded, subject to the following conditions:

- (a) Another Section or Sections may be annexed if the Dwelling Units to be constructed in such Section or Sections have been substantially completed and the Supplemental Plans to be filed with the Supplemental Declaration are completed, certified to be the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Section.
- (b) The Dwelling Units on any Section to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed although not necessarily of similarly type floor plan, design or exterior.

(c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Section or Sections to be annexed.

Declarant expressly reserves the right not to annex any or all of the Tract in Sections after Section 1. No owner shall acquire any rights whatsoever in the Tract except as to those Sections which are annexed to and made a part of the Horizontal Property Regime. After each Section is completed according to the plans, Declarant may turn that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over shall then incur and pay all Common Expenses attendant with that Section or Sections according to the Formula and their respective Percentage Interest.

Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote.

The Percentage Interest appurtenant to each Unit shall be computed and, upon the annexation of an Additional Section or Sections, said shall be recomputed dividing among the then-existing Dwelling Unit Owners equal shares to the extent that the total shares at all times equal 100%, or as is close to 100% as is mathematically possible, having regard to the equality of shares by each Owner.

As each Section is developed, Declarant shall record a Supplemental Declaration annexing and adding such Section to this Declaration and making it a part of "the Regime". Declarant reserves the right to annex additional Sections thereof that are not necessarily in numerical order shown on the plans. Such Supplemental Declaration shall contain the following:

- (a) A description of the real estate to be annexed;
- (b) A description of the Dwelling Units described in a manner consistent with this Declaration;
- (c) The Percentage Interest of all Dwelling Units upon annexation, computed in accordance with the Formula.

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

- (a) The Section described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration, which shall be based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.
- (c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration, altered in accordance with the Supplemental Declaration based upon the Formula.

- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.
- (e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section already a part of the Regime prior to such recording. The lien for the pro rata share of Common Expenses for the Sections annexed upon such recording shall be assessed and paid as provided in the By-Laws.
- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the Formula expressed herein, shall be deemed to be made by agreement of all Owners.
- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 16.
- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration, as well as to do all things as contained in such agreement allowing Declarant to act

as attorney-in-fact, which agreement for a power of attorney and power of attorney are incorporated herein by reference. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed, Declarant turns the project over to the Co-Owners, or on December 31, 1986, whichever first occurs.

In the event Declarant does not elect to annex Additional Sections within the Tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Tract that has not been annexed from any right to be made a part of "the Regime"; provided, however, any Section for which a Supplemental Declaration has not been filed by December 31, 1986, shall be automatically removed from the possibility of becoming a part of "the Regime" in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration removing a part of the Additional Tract from the possibility of becoming a part of "the Regime" in accordance with this Declaration, the Percentage Interest designated in the Declaration or Supplemental Declaration last filed shall not be altered without the consent of sixty percent (60%) of all Owners.

17. Easements to and from Additional Sections. In the event all or any part of the Additional Sections of the Tract are not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Tract not annexed, the right and easement to enter upon the streets and Common Areas to provide ingress and egress to the Additional Sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks for the Owners and residents of the Additional Sections, their guests, invitees, and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Additional Sections.

18. Insurance. The Co-owners shall obtain fire and extended coverage insurance insuring the Dwelling Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the several building units and common areas all pursuant to the Act (IC 32-1-6-18 et seq.) and such insurance shall:

(1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 19, and

(2) Contain a "Replacement Cost Endorsement".

Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 18 and paragraph 19 of the Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of "the Regime" as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

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

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

19. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

(a) Partial Destruction. In the event that less than two-thirds of the Dwelling Units in any Building are destroyed by the occurrence of fire or other

casualty, then such Unit shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense. The division of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Dwelling Units are located in the same Building and are partially destroyed.

- (b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds of the Dwelling Units in any Building are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damage or destruction by a majority vote of the Owners. If such approval is not obtained, the provisions of Section 21 of the Act shall apply.
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.
- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (if it elects to do so), that holds mortgages on 51% of the Dwelling Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith.

20. Sale of Dwelling Unit by Declarant. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last unit in the Regime is sold.

21. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this declaration, upon the recording of this declaration and any subsequent amendments and Supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

The Declarant or Board of Managers reserve the right to construct recreational facilities within the Tract without being compelled to do so. In the event such facilities are to be constructed, those Co-Owners taking title to their respective Dwelling Unit prior to such decision to so construct recreational facilities shall have the option to participate in the common expense therefor. Those Co-Owners taking title to their respective Dwelling Unit after such decision may be required by the Declarant or said Board to share in the common expense therefor.

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

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

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered. Amendments to Declaration dealing with the Additional Sections and reassignment of Percentage Interest in the respective Sections, however, are not subject to the conditions of this Section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement for Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant, or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

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

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

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

(e) Amendments. No amendment to this Declaration shall be adopted which changes:

(1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the common expense without the approval of sixty percent (60%) of the Co-Owners and Mortgagees, except as otherwise provided relating to annexation;

- (2) The provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws; or,
 - (3) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein; or
 - (4) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

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

25. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things, in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

Other Warranties.

- (1) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgages (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:
 - (a) by act or omission, seek to abandon or terminate the condominium project;
 - (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
 - (c) partition or subdivide any condominium unit.
- (2) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.
- (3) All amenities (such as parking and service areas) are a part of the condominium project and all covered by the mortgage at least to the same extent as are the common elements.
- (4) The Fund for maintenance, decorations, repairs and replacements shall be funded by way of a special reserve fund therefor.

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

27. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until the last Dwelling Unit is sold, the project is turned over to the Co-Owners' Association, or December 31, 1986, whichever first occurs. In the event there is an annexation or annexations of an additional Section or Sections, the same rule will apply to amendments and supplements to this Declaration as pertains to each individual Section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Section is sold.

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

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

30. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect the rest of this Declaration or the attached By-Laws.

31. Floor Plans. The Plans, as described in paragraph 1(u) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, under No. 81-25549, as of May 1, 1981, and amended Plans as may, from time to time, be so filed pursuant to this Declaration.

The Property is further subject to certain "Covenants Running with the Land", dated November 3, 1980 and recorded as Instrument No. 80-71384 in the Office of the Recorder of Marion County Indiana.

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

R & P ENTERPRISES, INC.
(A Corporation)

By: Joseph F. Quill
Joseph F. Quill, Attorney in Fact for
Paul B. Milhous, President, R & P
Enterprises, Inc.

ATTEST: Talbot W. Denny
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney in Fact for Paul B. Milhous, as President, and Talbot W. Denny, Assistant Secretary, respectively, of R & P Enterprises, Inc., a corporation, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 24th day of April, 1981.

Kathy Andry
Notary Public
Resident of Marion County

My Commission Expires:

9/22/84

This Instrument Prepared by:

Joseph F. Quill
QUILL, BOBERSCHMIDT, MILLER & TURNER
613 Union Federal Building
45 North Pennsylvania Street
Indianapolis, Indiana 46204
(317) 632-5892

81 . 25548

EXHIBIT "A"

CHAPEL PINNS SECTION I

A part of the Northeast Quarter of Section 4,
Township 15 North, Range 2 East, in Marion County, Indiana, -----
being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of said Quarter
Section; thence South $01^{\circ}01'44''$ West on and along the East
line of said Quarter Section 1082.70 feet to the point of
beginning; thence continue south $01^{\circ}01'44''$ West on and along
said East line 138.00 feet to the Northeast corner of Chapel
Glen, Section One, as recorded in the Office of the Recorder
of Marion County, Indiana, by Instrument #67-28691. The
next two (2) calls being on and along the North boundary
of said Chapel Glen, Section One; thence North $88^{\circ}58'16''$
West 180.00 feet; thence North $72^{\circ}00'00''$ West 273.00 feet;
thence North $18^{\circ}00'00''$ East 143.86 feet to a point on a
curve concave Southeast having a radius of 440.45 feet and
a central angle of $16^{\circ}37'06''$; thence Southeasterly along the
arc of said curve 127.76 feet to the point of tangency;
thence South $63^{\circ}45'00''$ East 26.32 feet to the point of
curvature of a curve to the East, said curve having a radius
of 388.40 feet and a central angle of $15^{\circ}08'14''$; thence
along the arc of said curve 102.61 feet to a non-tangent
point; thence South $88^{\circ}58'16''$ East 156.00 feet to point of
beginning, containing 1.40 acres more or less and subject
to all legal highways, rights-of-way and easements of record.

EXHIBIT "B"

Land being part of the Northeast Quarter of Section 4, Township 15 North, Range 2 East, in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Quarter Section; running thence South 01 degrees 01 minutes 44 seconds West on and along the East line of said Quarter Section a distance of 680.00 feet to the POINT OF BEGINNING of the real estate described herein; thence continuing South 01 degrees 01 minutes 44 seconds West along the same described line a distance of 540.00 feet to the Northeast corner of Chapel Glen, Section One, as recorded in the Office of the Recorder of Marion County, Indiana by Instrument #67-28691; the next 3 calls being on and along the North boundary of said Chapel Glen, Section One, running thence North 88 degrees 58 minutes 16 seconds West a distance of 180.00 feet; running thence North 72 degrees 00 minutes 00 seconds West a distance of 477.00 feet; running thence North 83 degrees 00 minutes 00 seconds West a distance of 757.15 feet to a point on the East line of Chapel Glen, Section Two, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #67-56910 running thence North 01 degrees 04 minutes 10 seconds East on and along said East line of Chapel Glen, Section Two and an extension thereof a distance of 805.17 feet to a point at the Southwest corner of Chapel Ridge Condominiums, Phase I, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #74-39707; the next 6 calls being on and along the West and South boundary of said Chapel Ridge Condominiums, Phase I; running thence North 90 degrees 00 minutes 00 seconds East a distance of 130.00 feet; running thence South 01 degrees 04 minutes 10 seconds West a distance of 347.40 feet; running thence North 90 degrees 00 minutes 00 seconds East a distance of 146.98 feet; running thence North 00 degrees 00 minutes 00 seconds East a distance of 10.00 feet; running thence North 90 degrees 00 minutes 00 seconds East a distance of 321.74 feet; running thence South 16 degrees 35 minutes 06 seconds East a distance of 52.50 feet to the Southwest corner of Chapel Ridge Condominiums, Phase II, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #76-2827; running thence North 90 degrees 00 minutes 00 seconds East along the South line of said Chapel Ridge Condominiums, Phase II a distance of 36.40 feet to a point on a curve concave Southwest having a radius of 483.74 feet and a central angle of 13 degrees 46 minutes 02 seconds, said point also being on the West line of Recreation Phase, Parcel "A" as described in deed to Chapel Ridge Recreational Area, Inc. recorded June 10, 1978, as Instrument #78-1704; running thence Southeasterly along the arc of said curve and along said West line a distance of 116.11 feet (said arc being subtended by a chord having a bearing of South 08 degrees 28 minutes 06 seconds East and a length of 115.83 feet) to the Point of Tangency of said curve; running thence South 01 degrees 35 minutes 06 seconds East tangent to the last described curve and along said West line a distance of 35.44 feet to the Southwest corner of Recreation Phase, Parcel "A"; running thence North 90 degrees 00 minutes 00 seconds East along the South line of Recreation Phase, Parcel "A" a distance of 106.84 feet to the Southeast corner of said Parcel "A", running thence North 00 degrees 00 minutes 00 seconds East along the East line of said Parcel "A" a distance of 50.00 feet to a point on the South line of Chapel Ridge Condominiums, Phase II, running thence North 90 degrees 00 minutes 00 seconds East along said South line a distance of 340.00 feet to the Southeast corner of Chapel Ridge Condominiums, Phase II, running thence North 00 degrees 00 minutes 00 seconds East along the East line of Chapel Ridge Condominiums, Phase II a distance of 62.55 feet to a point on the approximate center line of the East Fork White Lick Creek, the next two calls being on and along said approximate center line; running thence South 34 degrees 30 minutes 00 seconds East a distance of 137.64 feet; running thence South 88 degrees 58 minutes 16 seconds East a distance of 160.00 feet to the Point of Beginning.

CODE OF BY-LAWS OF
CHAPEL PINES CO-OWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT INDIANA CORPORATION

ARTICLE I

Identification and Applicability

ORIGINAL

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

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

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Managers, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Tuesday of December each Calendar year. The first annual meeting shall not be held until the second Tuesday of December, 1981.

or such earlier date as determined by the Declarant. At the annual meeting, the Co-owners shall elect the Board of Managers of the Association in accordance with the provision of these By-Laws and transact such other business as may properly come before the meeting.

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

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at designated facilities, located in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time, and place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Co-owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Co-owners at their address as it upon the records of the Association and to the Mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled multiplied by ten (10). Thus, an Owner with a Percentage Interest or Percentage Vote of .343 would be entitled to cast 34.30 votes.

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

appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall constitute relinquishment of this right to act as voting representative for the Unit.

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

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

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing a majority of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one percent (51%) of the total votes in accordance with the applicable provisions set forth in the Declaration.

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

- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- (2) Treasurer's Report. The Treasurer shall report to the Co-owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

- (3) Budget. The proposed budget for the current calendar year shall be presented to the Co-owners for approval or amendment.
- (4) Election of Board of Managers. Nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.
- (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.
- (6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Managers.
- (7) Adjournment.

ARTICLE III

Board of Managers

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Initial Board of Managers shall be composed of three (3) persons. After the expiration of the term of the initial Board of Managers, the constituency of such Board may be increased to nine (9) but that the number of members on the Board shall not exceed nine (9). No person shall be eligible to serve as a Manager unless he is an Owner or is an attorney, agent, or employee of Declarant.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Paul Milhous, Roy Cordray, and Talbot W. Denay. The Initial Board shall hold office until December 31, 1986, or the date when the final unit in the build-out period is sold or the Project is turned over to the Co-owners Association, whichever occurs first, and thereafter the Board shall be elected in accordance with Article IX of the Articles of Incorporation of the Co-owners' Association.

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

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.02 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Co-owners if a Manager is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Managers. After the removal of the initial Board of Managers, a Manager or Managers may be removed with or without cause by vote of a majority of the vote at a special meeting of the Co-owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Co-owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of the Horizontal Property Regime, the maintenance, upkeep, and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) Protection, surveillance, and replacement of the Common Areas and Limited Areas;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;

- (d) Surfacing, paving, and maintaining streets, parking areas, garages, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of the Owner's pro-rata share of the Common Expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Co-owners a full accounting of all receipts and expenses incurred in the prior years; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours.

Section 3:07. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) To purchase for the benefit of the Co-owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Managers;
- (c) To procure for the benefit of the Owners, fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;

- (d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of the Co-Owners' Association, Inc.;
- (e) To include the costs of all of the above and foregoing as Common Expenses and to pay all or such costs therefrom;
- (f) To open and maintain a bank account or accounts in the name of the Association; and
- (g) To adopt, revise, amend, and alter from time to time, reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property.

Section 3.08. Limitation on Board Action. After the tenure of the initial Board of Managers, the authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$3,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) Supervision of, and full authority regarding replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received; and,
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-owners at the annual meeting.

Section 3.09. Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

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

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

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

Section 3.12. Non-Liability of Managers. The Managers shall not be liable to the Co-owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct or bad faith. The Co-owners shall indemnify and hold harmless each of the Managers against any and all liability to any person, firm, or corporation arising out of contracts made by the Board on behalf of the Co-owners' Association, unless any such contract shall have been made in bad faith or contrary to these provisions of the Declaration or By-Laws. It is intended that the Managers shall have no personal liability with respect to the contracts made by them on behalf of the Association and that in all matters, the Board is acting for and on behalf of the Co-owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest represented by his membership certificate in the Association. Every contract made by the Board or the Managing Agent on behalf of the Association shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Co-owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.13. Additional Indemnity of Managers. The Co-owners shall indemnify any person, his heirs, assigns, and legal representatives, made a party to any action, suit, or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein except as otherwise specifically provided herein in relation to proceeding that such Manager is liable for misconduct in the performance of his duties. The Co-Owners shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, it is shall be found by a majority of the Co-owners that such Manager was not guilty of misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Manager, no Manager shall be considered or deemed to be guilty of or liable for misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm, or corporation employed by the Association to render advice or service unless such Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

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

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

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

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

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

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

ARTICLE V

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Co-owners at the meeting of the Association for adoption and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-owners, the budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Co-owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on the Percentage Interest of each Unit as it relates to the total membership of the Association. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owner may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Unit as of the first day of the month after adoption.

Upon the completion of each Section of the Horizontal Property Regime, the Co-owners thereof, together with Co-owners of Sections theretofore turned over to the Co-owners Association,

together with the cost of all appurtenances to such Sections, will thereafter bear the costs of maintenance of such Sections, subject to all warranties as to habitability of the Dwelling Units, and Declarant will be responsible for such maintenance of those areas or sections not yet annexed.

During the year 1981, the Interim Assessment on the conveyance of title to any Dwelling Unit to an Owner is fixed at \$42.00. Each year thereafter, such Interim assessment may not be cumulatively increased more than 12% each succeeding year. After the termination of the Interim Assessment, the Formula based on Percentage Interest, as fully set out in the Declaration, will determine the Regular Assessment.

Section 5.04. Special Assessments. Each of the Owners within the Property shall automatically and mandatorily be members in the Co-owners' Association (the "Association") and entitled to all of the privileges and subject to all of the obligations thereof. Declarant and all Dwelling Unit Owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation and regulations of the Co-owners' Association and of the provisions hereof. Each Dwelling Unit Owner shall pay to the Association an annual assessment based on the Percentage Interest of each Unit as it relates to the Percentage Interest of the Unit Owner in the development, which assessment will be necessary to provide for maintenance and repair of the Common Areas and Limited Common Areas, together with necessary insurance, reserve fund for replacements, maintenance, and operation of the community activities facilities of the Association, and for any other necessary function for such maintenance and operation of the Regime.

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

Each Owner of a Building Unit shall pay to the Association a special assessment based on the same Percentage Interest as the annual assessment as defined above, of the total sum approved to meet the costs and expenses as heretofore provided.

The amount of the annual assessment or of any special assessment provided for in this section, against each Owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this Section, shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of the assessment, and, upon default of payment within such period of time, such assessment shall be a lien against the defaulting Owner and against that part of the Property, if any, owned by the defaulting Declarant, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against a Building Unit or against that part of the Property, if any, owned by the Declarant, shall be subordinate to any recorded first mortgage covering such Building Unit or, as the case may be, covering that part of the Property, if any, owned by the Declarant.

Both annual and special assessments may be collected on a monthly basis.

Section 5.05. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Building Unit which, if neglected, would adversely affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Building Unit.

ARTICLE VI

Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Building Units, Common Areas, Limited Areas, and the Property and, in addition, to those set forth in the Declaration. These are as follows:

- (a) All Building Units shall be used exclusively for residential purposes and occupancy for a single-family. Nothing herein contained shall restrict the use of premises during construction and sale period as "Models", office, construction trailer and equipment, and for storage of equipment, materials and supplies.

(b) No additional buildings shall be erected other than the Buildings designated in the Declaration and shown on the Plans.

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

(d) No waste shall be committed in the Units, Common Areas or Limited Areas.

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

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

(g) Nothing shall be done or permitted in any Building Unit which will impair the structural integrity of any Building or which would actually change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Building Unit or to be a nuisance, annoyance, inconvenience, or damage to other tenants of

the Building or neighborhood, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

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

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

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

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

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

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

(n) All trash or refuse shall be stored in appropriate containers inside the Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers.

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

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to, the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended for a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than fifty-one per cent (51%) of the vote of the Co-owners in a duly constituted meeting called for such purpose except that right is reserved to the Board of Managers to so amend during the period set out in Section 3.02 above.

ARTICLE VIII

Mortgages

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

A first mortgagee, upon request, will be entitled to written notice from the Homeowner's Association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within 60 days.

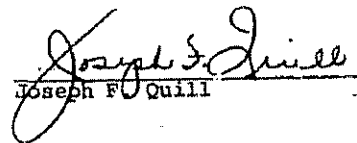
Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statements.

ARTICLE IX

Section 9.01. Power of Attorney. The power of attorney executed by each Owner in favor of the Declarant, as Agent, and referred to in the Declaration and these By-Laws, is incorporated herein by reference and the terms and conditions of each are subject to the terms and conditions of each are subject to the terms and conditions of said power of attorney.

CERTIFICATION

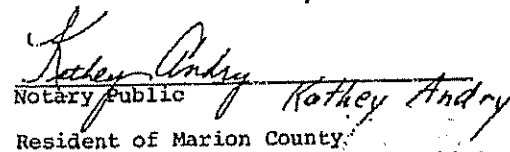
The undersigned, being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of Chapel Pines Co-Owners Association, Inc. are true and correct.



Joseph F. Quill

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 24th day of April, 1981.



Notary Public Kothey Andry
Resident of Marion County

My Commission Expires:

9/29/84

This Instrument Prepared by:

Joseph F. Quill, Attorney at Law

FIRST AMENDMENT TO THE CODE OF
BY-LAWS OF CHAPEL PINES
CO-OWNERS' ASSOCIATION, INC.,
A NOT-FOR-PROFIT INDIANA CORPORATION

The First Amendment to the Code of By-Laws of Chapel Pines Co-Owners' Association, Inc., a Not-for-Profit Indiana Corporation, made this 31st day of January, 1982;

WITNESS:

Whereas, the original Code of By-Laws of Chapel Pines Co-Owners' Association, Inc., was duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-25548 on the 1st day of May, 1981; and,

Whereas, the following amendment is hereby incorporated into the said By-Laws, as the First Amendment thereto:

1. At Section 1.01 the words "North Willow Park Horizontal Property Regime" are stricken and in lieu thereof the following:

"Chapel Pines Horizontal Property Regime."

In Witness Whereof, the undersigned has caused this First Amendment to the By-Laws of Chapel Pines Co-Owners' Association, Inc., a Not-for-Profit Indiana corporation, to be executed this 12 day of January, 1982.

Chapel Pines Co-Owners'
Association, Inc.

By: Joseph S. Jones

82 07919

CROSS REFERENCE

82 07919

ORIGINAL

CROSS REFERENCE

SECOND AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

(Does Not Affect Percentage Interest)

This Second Amendment to the Declaration of Property
Ownership, Chapel Pines Horizontal Property Regime, made
this 31st day of January, 1982, by R & P Enterprises, Inc.,
a California corporation, hereinafter referred to as
"Declarant";

WITNESS:

Whereas, Declarant executed the original "Declaration
of Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" which was duly recorded in the Office of
the Recorder of Marion County, Indiana, as Instrument No.
81-25548 on May 1, 1981; and,

Whereas, Declarant executed its First Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 81-39794 on June
26, 1981; and,

Whereas, the following amendments are hereby incorporated
into said original Declaration, as amended; and said Declara-
tion, as amended, is further amended as follows:

1. That Article 27 of said Declaration is amended by
deleting of the following words: "until the last dwelling
unit is sold" and inserting, in lieu thereof the following:
"120 days after the date by which 75% of the units have been
conveyed to unit pruchasers."

2. There is added a further Article (Article 32) which
provides as follows:

"32. The Horizontal Property Regime may not be
amended (except for adjustment of percentage interests
as units are annexed) or merged with a successor con-
dominium regime without prior written approval of the
Veterans Administration.

82 07919

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FEB 10 9 34 AM '82

3. There is added a further Article (Article 33) which provides as follows:

"33. In the event a Management Agreement is executed, same shall run for a period of no more than one (1) year and shall be renewable by consent of the Co-Owners' Association's Board of Managers. Such agreement will contain a clause allowing termination of the Management Agreement for cause upon thirty (30) days' notice."

4. That Article 9 of said Declaration is amended by deleting of the following words in the second paragraph thereof:

"of sixty percent (60%) of the Co-Owners."

5. That Article 13 of said Declaration is amended by deleting the following words in the first paragraph thereof:

"North Willow Park"

and in lieu thereof the following:

"Chapel Pines"

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 31st day of January, 1982.

R & P Enterprises, Inc.
"Declarant"

By: Joseph F. Quill
Joseph F. Quill

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JOSEPH F. QUILL and who after having been duly sworn upon his oath, stated that the above and foregoing is true to the best of his knowledge, information and belief.

My Commission Expires:

11-15-85

Prepared by: Joseph F. Quill, Attorney at Law.

Shirley L. Douglas
Notary Public - Shelby County, Indiana
Resident of Mexico County

CROSS REFERENCE

CROSS REFERENCE

82 37176

FILED

THIRD AMENDMENT TO THE ⁽⁷⁸⁾ DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME
JUL 13 1982
032465
MARION COUNTY

This Third Amendment to the Declaration of Property Ownership, Chapel Pines Horizontal Property Regime, made this 9th day of July, 1982, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant";

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-25548 on May 1, 1981; and,

Whereas, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and,

Whereas, Declarant executed its Second Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919 on February 10, 1982; and,

Whereas, the following amendment is hereby incorporated into said Declaration and said Declaration, as amended, is to include Section Three (3) to the Chapel Pines Horizontal Property Regime which said Section Three contains 0.26 acres, more or less, the legal description of which is attached hereto, made part hereof and is marked, Chapel Pines, Section Three, (Exhibit "A").

Upon the inclusion of said Section Three to the Regime, the percentage interest for each unit now incorporated into the Regime is 5.00%.

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RECORDER-MARION CO.

IN WITNESS WHEREOF, the undersigned has caused this
Third Amendment to the Declaration of the Horizontal Property
Ownership of Chapel Pines Horizontal Property Regime to be
executed this 9 day of July, 1982.

R & P ENTERPRISES, INC.

By: Talbot W. Denny
Talbot W. Denny

Acknowledgement

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

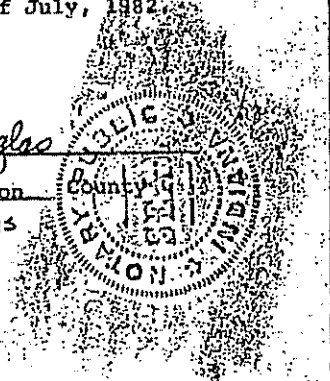
Before me, a Notary Public in and for said County and
State, personally appeared Talbot W. Denny
who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 9th day of July, 1982.

Sherry L. Douglas
Notary Public
Resident of Marion County, Indiana
SHERRY L. DOUGLAS

My Commission Expires:

11-19-85



82 37176

THIS INSTRUMENT PREPARED BY:

Joseph F. Quill
Attorney at Law
613 Union Federal Building
Indianapolis, Indiana 46204
(317) 632-5892

CHAPEL PINES - SECTION THREE

A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 2 EAST, IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION: THENCE SOUTH 01°01'44" WEST 1220.00 FEET TO THE NORTHEAST CORNER OF CHAPEL GLEN, SECTION ONE, AS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, BY INSTRUMENT #67-28691; THENCE NORTH 88°58'16" WEST ON AND ALONG THE NORTH LINE OF CHAPEL GLEN - SECTION ONE 180.00 FEET; THENCE NORTH 72°00'00" WEST ON AND ALONG SAID NORTH LINE 273.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 72°00'00" WEST ON AND ALONG SAID NORTH LINE 82.90 FEET; THENCE NORTH 18°00'00" EAST 137.00 FEET; THENCE SOUTH 72°00'00" EAST 27.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT. THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 77°30'00" EAST AND A DISTANCE OF 36.04 FEET; THENCE ON AND ALONG SAID CURVE 36.09 FEET TO THE POINT OF TANGENCY. SAID POINT ALSO BEING THE POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT. THE CHORD OF SAID REVERSE CURVE HAVING A BEARING OF SOUTH 81°41'05" EAST AND A DISTANCE OF 20.22 FEET; THENCE ON AND ALONG SAID CURVE 20.22 FEET; THENCE SOUTH 18°00'00" WEST 143.86 FEET TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

82 37176

EXHIBIT "A"

CROSS REFERENCE

82 64090

CROSS REFERENCE
FILED

FOURTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

NOV 15 1982
041123
H. F. Feibin
RECORDER

This Fourth Amendment to the Declaration of Property
Ownership, Chapel Pines Horizontal Property Regime, made
this 10th day of November, 1982, by R & P Enterprises, Inc.,
a California corporation, hereinafter referred to as
"Declarant":

WITNESS:

Whereas, Declarant executed the original "Declaration
of Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" which was duly recorded in the Office of
the Recorder of Marion County, Indiana, as Instrument No.
81-22548 on May 1, 1981; and,

Whereas, Declarant executed its First Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 81-39794 on June
26, 1981; and,

Whereas, Declarant executed its Second Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 82-07919 on February
10, 1982; and,

Whereas, Declarant executed its Third Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 82-37176;

Whereas, the following amendment is hereby incorporated
into said Declaration and said Declaration, as amended, is
to include Section Four (4) to the Chapel Pines Horizontal
Property Regime which said Section Four contains 0.5 acre,
more or less, the legal description of which is attached
hereto, made a part hereof and is marked, Chapel Pines,
Section Four, Exhibit "A."

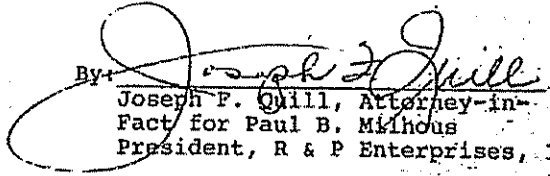
82 64090

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO
NOV 15 2 39 PM '82

Upon the inclusion of said Section Four to the Regime, the percentage interest for each unit now incorporated into the Regime including this Section Four (4) is 4.1666%.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 12th day of November, 1982.

R & P ENTERPRISES, INC.


By: 
Joseph F. Quill, Attorney-in-Fact
for Paul B. Milhous
President, R & P Enterprises, Inc.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 12th day of November, 1982.


Sherry L. Douglas, Notary Public
Resident of Marion County

My Commission Expires:

11-19-85

THIS INSTRUMENT PREPARED BY:

Joseph F. Quill
Attorney at Law
QUILL, BOBERSCHMIDT MILLER & TURNER
613 Union Federal Building
Indianapolis, IN 46204
(317) 632-5892

82 64090

CHAPEL PINES

SECTION FOUR

A part of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northeast Corner of said Quarter Section; thence South $00^{\circ}01'44''$ West on and along the East Line of said Quarter Section 1220.00 feet to the Northeast Corner of Chapel Glen, Section One, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #67-28691, said Corner also being the Southeast Corner of Chapel Pines, Section One, as Recorded in said Office of the Recorder by Instrument #81-25548; thence North $88^{\circ}58'16''$ West on and along the North Line of said Chapel Glen, Section One 180.00 feet; thence North $72^{\circ}00'00''$ West on and along said North line 355.90 feet to the Southwest Corner of Chapel Pines, Section Three, as recorded in the Office of the Recorder of Marion County, Indiana by Instrument #82-37176; thence North $18^{\circ}00'00''$ East on and along the West Line of said Chapel Pines, Section Three 137.00 Feet; thence South $72^{\circ}00'00''$ East 27.09 Feet to the point of beginning of this description; thence North $18^{\circ}00'00''$ East 30.00 feet; thence North $01^{\circ}01'44''$ East 96.98 feet; thence South $88^{\circ}58'16''$ East 151.74 feet; thence South $01^{\circ}01'44''$ West 165.00 feet to the point of curvature of a curve, said curve having a chord bearing of North $74^{\circ}33'40''$ West and a distance of 129.25 feet, thence on and along said curve 129.71 feet to the point of tangency, said point also being the Point of Curvature of a Reverse Curve with a Chord Bearing of North $77^{\circ}30'00''$ West and a distance of 36.04 feet; thence on and along said Curve 36.09 feet to the beginning point of this description. Containing 0.5 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

82 64090

EXHIBIT "A"

CROSS REFERENCE

82 67078

CROSS REFERENCE

AMENDED FOURTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

This Fourth Amendment to the Declaration of Property
Ownership, Chapel Pines Horizontal Property Regime, made this
29 day of November, 1982, by R & P Enterprises, Inc., a
California corporation, hereinafter referred to as "Declarant";

WITNESS:

Whereas, Declarant executed the original "Declaration
of Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" which was duly recorded in the Office of the
Recorder of Marion County, Indiana, as Instrument No.
81-25548 on May 1, 1981; and,

Whereas, Declarant executed its First Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 81-39794 on June 26,
1981; and,

Whereas, Declarant executed its Second Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 82-07919 on February
10, 1982; and,

Whereas, Declarant executed its Third Amendment thereto
which was duly recorded in said Office of the Recorder of
Marion County, Indiana, as Instrument No. 82-37176;

Whereas, the following amendment is hereby incorporated
into said Declaration and said Declaration, as amended, is
to include Section Four (4) to the Chapel Pines Horizontal
Property Regime which said Section Four contains 0.5 acre,
more or less, the legal description of which is attached
hereto, made a part hereof and is marked, Chapel Pines,
Section Four, Exhibit "A."

82 67078

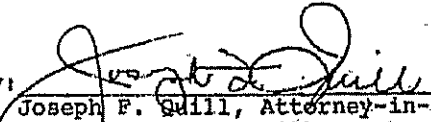
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RECEIVED FOR RECORD
LUCILLE GAPP
RECORDER-MARION CO.

Upon the inclusion of said Section Four to the Regime, the percentage interest for each unit now incorporated into the Regime including this Section Four (4) is 4.16668.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 29 day of November, 1982.

R & P ENTERPRISES, INC.

By:


Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous
President, R & P Enterprises, Inc.

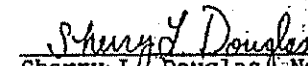
ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc.; who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 29 day of November, 1982.




Sherry L. Douglas, Notary Public
Resident of Marion County

My Commission Expires:

11-19-85

THIS INSTRUMENT PREPARED BY:

Joseph F. Quill
Attorney at Law
QUILL BOBERSCHMIDT MILLER & TURNER
613 Union Federal Building
Indianapolis, IN 46204
(317) 632-5892

82 67078

CHAPEL PINES

SECTION FOUR

A part of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northeast Corner of said Quarter Section; thence South $00^{\circ}01'44''$ West on and along the East Line of said Quarter Section 220.00 feet to the Northeast Corner of Chapel Glen, Section One, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #67-28691, said Corner also being the Southeast Corner of Chapel Pines, Section One, as Recorded in said Office of the Recorder by Instrument #81-25548; thence North $88^{\circ}58'16''$ West on and along the North Line of said Chapel Glen, Section One 180.00 feet; thence North $72^{\circ}00'00''$ West on and along said North line 355.90 feet to the Southwest Corner of Chapel Pines, Section Three, as recorded in the Office of the Recorder of Marion County, Indiana by Instrument #82-37176; thence North $18^{\circ}00'00''$ East on and along the West Line of said Chapel Pines, Section Three 137.00 Feet; thence South $72^{\circ}00'00''$ East 27.09 Feet to the point of beginning of this description; thence North $18^{\circ}00'00''$ East 30.00 feet; thence North $01^{\circ}01'44''$ East 96.98 feet; thence South $88^{\circ}58'16''$ East 151.74 feet; thence South $01^{\circ}01'44''$ West 165.00 feet to the point of curvature of a curve, said curve having a chord bearing of North $74^{\circ}33'40''$ West and a distance of 129.25 feet, thence on and along said curve 129.71 feet to the point of tangency, said point also being the Point of Curvature of a Reverse Curve with a Chord Bearing of North $77^{\circ}30'00''$ West and a distance of 36.04 feet; thence on and along said Curve 36.09 feet to the beginning point of this description. Containing 0.5 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

82 67078

EXHIBIT "A"

CROSS REFERENCE

83 14530
FIFTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE FILED
MAR 04 1983 04437
3
H. S. Gaskin
COUNTY AUDITOR

This Fifth Amendment to the Declaration of Property Ownership, Chapel Pines Horizontal Property Regime, made this 3rd day of March, 1983, by R & P Enterprises, Inc., a California corporation, hereinafter referred to as "Declarant":

WITNESS:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-25548 on May 1, 1981; and,

WHEREAS, Declarant executed its First Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794 on June 26, 1981; and,

WHEREAS, Declarant executed its Second Amendment thereto which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919 on February 10, 1982; and,

WHEREAS, Declarant executed its Third Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed its Fourth Amendment thereto which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090 on November, 15, 1982; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

83 14530

RECEIVED FOR RECORD
BETH G. LAUGHLIN
RECORDER - MARION CO.
MAR 4 10 28 AM '83

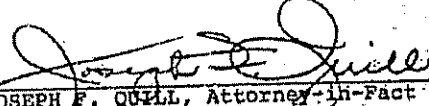
WHEREAS, the following amendment is hereby incorporated into said Declaration, as amended, is to include Section Five to the Chapel Pines Horizontal Property Regime which said Section Five contains 1.03 acres, more or less, the legal description of which is attached hereto, made a part hereof and is marked Chapel Pines, Section Five, Exhibit "A."

Upon the inclusion of said Section Five to the Regime, the percentage interest for each unit now incorporated into the Regime including this Section Five is 3.5714%.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 3rd day of March, 1983.

R & P ENTERPRISES, INC.

By:

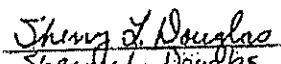

JOSEPH F. QUILL, Attorney-in-Fact
for Paul B. Milhous, President
R & P Enterprises, Inc.

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument.

Witness my hand and seal this 3rd day of March, 1983.


Sherry L. Douglas, Notary Public
Resident of Marion County

My Commission Expires:

11-19-85

83 14530

THIS INSTRUMENT PREPARED BY:

Joseph F. Quill
Attorney at Law
QUILL BOBERSCHMIDT MILLER & TURNER
613 Union Federal Building
Indianapolis, IN 46204
(317) 632-5892

CHAPEL PINES--SECTION FIVE

A Part of the Northeast Quarter of Section Four, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northeast Corner of said Quarter Section; Thence South $01^{\circ}01'44''$ West on and along the East Line of said Quarter Section 1220.00 Feet to the Northeast Corner of Chapel Glen, Section One, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #67-28691, said Corner also being the Southeast Corner of Chapel Pines, Section One, as Recorded in said Office of the Recorder by Instrument #81-25548; Thence North $88^{\circ}58'16''$ West on and along the North Line of said Chapel Glen, Section One 180.00 Feet; Thence North $72^{\circ}00'00''$ West on and along said North Line 477.00 Feet to the Southwest Corner of Chapel Pines, Section Two, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #81-39793; Thence North $18^{\circ}00'00''$ East on and along the West Line of said Chapel Pines, Section Two, 106.97 Feet to the beginning point of this description; Thence continue North $18^{\circ}00'00''$ East on and along said West Line 30.03 Feet to the Northwest Corner of said Chapel Pines, Section Two, Thence South $72^{\circ}00'00''$ East on and along the North Line of said Chapel Pines, Section Two and Three 148.19 Feet to the Southwest Corner of Chapel Pines, Section Four, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #82-64091; Thence North $18^{\circ}00'00''$ East on and along the West Line of said Chapel Pines, Section Four, 30.00 Feet; Thence North $01^{\circ}01'44''$ East on and along said West Line 96.98 Feet to the Northwest Corner of said Chapel Pines, Section Four; Thence South $88^{\circ}58'16''$ East on and along the North Line of said Chapel Pines, Section Four 151.74 Feet to the Northeast Corner of said Section Four; Thence South $01^{\circ}01'44''$ West on and along the East Line of said Chapel Pines, Section Four, 165.00 Feet to the Southeast Corner of said Section, said Point also being the Point of Curvature of a Curve to the Right. Said Curve having a Chord Bearing of South $64^{\circ}57'11''$ East and a Distance of 18.27 Feet; Thence on and along said Curve also being a North Line of said Chapel Pines, Section One, 18.27 Feet to the Point of Tangency; Thence South $63^{\circ}44'54''$ East on and along said North Line 26.32 Feet to the Point of Curvature of a Curve to the Left, said Curve having a Chord Bearing of South $68^{\circ}49'28''$ East and a Distance of 68.71 Feet; Thence on and along said Curve also being the North Line of said Chapel Pines, Section One, 68.80 Feet to the Point of Tangency; Thence North $01^{\circ}01'44''$ East 145.00 Feet; Thence North $52^{\circ}56'23''$ West 129.84 Feet; Thence North $88^{\circ}58'16''$ West 120.00 Feet; Thence North $01^{\circ}01'44''$ East 25.00 Feet; Thence North $88^{\circ}58'16''$ West 110.37 Feet; Thence South $74^{\circ}53'02''$ West 100.33 Feet; Thence South $07^{\circ}00'00''$ West 120.00 Feet; Thence South $83^{\circ}00'00''$ East 28.37 to the beginning point of this description. Containing 1.03 Acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 14530

EXHIBIT "A"

CROSS REFERENCE

83 58698
SIXTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

FILED
AUG 17 1983
12 38
CROSS REFERENCE

THIS SIXTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Sixth Amendment"), made this 17th day of August, 1983, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" (hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

NOW, THEREFORE:

Declarant hereby makes this Sixth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.
2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units, Numbered 25-28, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Six" dated August 3, 1983, certified by William R. Cole, Registered Land Surveyor No. 10621.

83 58698

Aug 17 3 59 PM '83
RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 3.125.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 17th day of August, 1983.

R&P ENTERPRISES, INC.

By *Diane Hibbeln*
Diane Hibbeln,
Assistant Secretary

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Diane Hibbeln, the Assistant Secretary of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this instrument has been taken and done.

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

Linda J. Cummins
Signature
Linda J. Cummins
Printed Notary Public

My Commission Expires:
April 14, 1986

My County of Residence:
Marion

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

83 58698

CHAPEL PINES--SECTION SIX

A part of the Northeast Quarter of Section Four, Township 15 North, Range 2 East in Marion County, Indiana. Being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of said Quarter Section; thence South 01°01'44" West on and along East line of said Quarter Section 966.52 feet to the point of beginning; thence South 01°01'44" West on and along East line of said Quarter Section 115.47 feet to the Northeast corner of Chapel Pines, Section One as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #81-25548; thence North 88°56'16" West on and along the North line of said Chapel Pines, Section One, 156.16 feet to the point of curvature of a curve to the West. Said curve having a radius of 388.40 feet and a central angle of 04°59'15"; thence along the arc of said curve 33.81 feet to a non-tangent point; thence North 01°01'44" East on and along the East line of Chapel Pines, Section Five 114.00 feet, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #83-14531, thence South 88°58'16" East 189.93 feet to the beginning point of this description. Containing .503 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

EXHIBIT "A"

83 58698

83 8009

RECORDED
IN MARION COUNTY

11-50

CROSS REFERENCE

AMENDMENT TO THE
FIFTH AND SIXTH AMENDMENTS TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

THIS AMENDMENT TO THE FIFTH AND SIXTH AMENDMENTS TO THE
DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL
PINES HORIZONTAL PROPERTY REGIME ("Amendment to Fifth and Sixth
Amendments"), made this 27th day of October, 1983, by
R&P ENTERPRISES, INC., a California Corporation, hereinafter
referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" ("hereinafter called "Declaration"), which
Declaration was duly recorded in the office of the Recorder of
Marion County, Indiana as Instrument No. 81-25548, and all
provisions and definitions therein are incorporated herein by
reference; and,

WHEREAS, Declarant executed its First Amendment to the
Declaration on June 25, 1981, and duly recorded the same in the
Office of the Recorder of Marion County, Indiana, as Instrument
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the
Declaration on January 31, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the
Declaration on July 9, 1982, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to the
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said Office of the Recorder
of Marion County, Indiana, as Instrument No. 82-67078 on
November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to the
Declaration on March 3, 1983, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to the
Declaration on August 17, 1983, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 83-58598; and,

WHEREAS, as of the date hereof, Chapel Pines Horizontal
Property Regime ("Regime") consists of the real estate
described in Exhibit A attached hereto and made a part hereof;
and,

WHEREAS, due to a computational error, the Percentage
Interest appurtenant to each Dwelling Unit was reflected in
the Fifth Amendment to the Declaration as being 3.5714%, when
in fact under the Formula provided in the Declaration, the

WAYNE TOWNSHIP
ASSESSOR

PLAT APPROVED

Date: 11/1/83
[Signature]

PHILLIP D. HINKLE
ASSESSOR

RECORDED FOR RECORD
DEPT. OF RECORDS
NOV 1 2 12 PM '83

Percentage Interest should have been 3.125% because there were 32 Dwelling Units in the Regime upon the recordation of said Fifth Amendment; and,

WHEREAS, due to a computational error, the Percentage Interest appurtenant to each Dwelling Unit was reflected in the Sixth Amendment to the Declaration as being 3.125%, when in fact under the Formula provided in the Declaration, the Percentage Interest should have been 2.778% because there were 36 Dwelling Units in the Regime upon the recordation of said Sixth Amendment; and,

WHEREAS, Declarant desires to correct said computational errors in said Fifth and Sixth Amendments;

NOW, THEREFORE,

Declarant hereby makes this Amendment to Fifth and Sixth Amendments, and the same is incorporated in the Declaration, as follows:

1. The recitation of the Percentage Interest reflected on the Fifth Amendment to the Declaration is hereby corrected to read 3.125%.

2. The recitation of the Percentage Interest in paragraph 3 in said Sixth Amendment to the Declaration is hereby corrected to read 2.778%.

3. This Amendment to the Fifth and Sixth Amendments is solely for the purpose of correcting said computational errors and, notwithstanding any contrary provision in any deeds, mortgages, or other instruments or conveyances pertaining to Dwelling Units in Section Five or Section Six of the Regime, the Percentage Interest appurtenant to each Dwelling Unit in the Regime as of the date of recordation hereof is 2.778%.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to Fifth and Sixth Amendments to the Declaration of the Horizontal Property Ownership of Chapel Pine Horizontal Property Regime to be executed this 29th day of October, 1983.

R & P ENTERPRISES, INC.

By: Talbott W. Denny
Talbott W. Denny,
Vice President

ATTEST:

Diane M. Hibbeln
Diane M. Hibbeln,
Assistant Secretary

88 80009

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny and Diana M. Hibbeln, the Vice President and Assistant Secretary, respectively, of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that they did so with property authority from the Board of Directors of said Corporation, that all corporation action necessary for the making of this Instrument has been taken and done, and that all representations contained therein are true.

Witness my hand and Notarial Seal this 27th day of October, 1983.

Patricia Klumpers
Signature

PATRICIA Klumpers
Printed Notary Public

My Commission Expires:
Oct. 2 1987

My County of Residence:
Hamilton

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

81 8009

EXHIBIT "A"

CHAPEL PINES SECTION I

A part of the Northeast Quarter of Section 4,
Township 15 North, Range 2 East, in Marion County, Indiana,
being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of said Quarter
Section; thence South $01^{\circ}01'44''$ West on and along the East
line of said Quarter Section 1082.00 feet to the point of
beginning; thence continue south $01^{\circ}01'44''$ West on and along
said East line 138.00 feet to the Northeast corner of Chapel
Glen, Section One, as recorded in the Office of the Recorder
of Marion County, Indiana, by Instrument #67-28691. The
next two (2) calls being on and along the North boundary
of said Chapel Glen, Section One; thence North $88^{\circ}58'16''$
West 180.00 feet; thence North $72^{\circ}00'00''$ West 273.00 feet;
thence North $18^{\circ}00'00''$ East 143.86 feet to a point on a
curve concave Southeast having a radius of 440.45 feet and
a central angle of $16^{\circ}37'06''$; thence Southeasterly along the
arc of said curve 127.76 feet to the point of tangency;
thence South $63^{\circ}45'00''$ East 26.32 feet to the point of
curvature of a curve to the East, said curve having a radius
of 388.40 feet and a central angle of $15^{\circ}08'14''$; thence
along the arc of said curve 102.61 feet to a non-tangent
point; thence South $88^{\circ}58'16''$ East 156.00 feet to point of
beginning, containing 1.40 acres more or less and subject
to all legal highways, rights-of-way and easements of record.

83 80009

CHAPEL PINES - SECTION TWO

A part of the northeast quarter of Section 4, Township 15 North, Range 2 east, in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the northeast corner of said quarter section; thence south 01°01'44" West 1220.00 feet to the northeast corner of Chapel Glen, Section one, as recorded in the Office of the Recorder of Marion County, Indiana by Instrument #67-28691; thence north 88°58'16" west on and along the north line of Chapel Glen - Section one 180.00 feet; thence north 72°00'00" west on and along said north line 361.90 feet to the point of beginning; thence continue north 72°00'00" west on and along said north line 121.10 feet; thence north 18°00'00" east 137.00 feet; thence south 72°00'00" east 121.10 feet; thence south 18°00'00" west 137.00 feet. Containing 0.38 acre more or less and subject to all legal highways, rights-of-way and easements of record.

83 80009

EXHIBIT "A"

Page 2 of 6 Pages

CHAPEL PINES - SECTION THREE

A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 3 EAST, IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 01°01'44" WEST 1220.00 FEET TO THE NORTHEAST CORNER OF CHAPEL GLEN, SECTION ONE, AS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, BY INSTRUMENT #67-28691; THENCE NORTH 88°58'16" WEST ON AND ALONG THE NORTH LINE OF CHAPEL GLEN - SECTION ONE 180.00 FEET; THENCE NORTH 72°00'00" WEST ON AND ALONG SAID NORTH LINE 273.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 72°00'00" WEST ON AND ALONG SAID NORTH LINE 82.90 FEET; THENCE NORTH 18°00'00" EAST 137.00 FEET; THENCE SOUTH 72°00'00" EAST 27.09 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT. THE CHORD OF SAID CURVE HAVING A BEARING OF SOUTH 77°30'00" EAST AND A DISTANCE OF 36.04 FEET; THENCE ON AND ALONG SAID CURVE 36.09 FEET TO THE POINT OF TANGENCY. SAID POINT ALSO BEING THE POINT OF CURVATURE OF A REVERSE CURVE TO THE RIGHT. THE CHORD OF SAID REVERSE CURVE HAVING A BEARING OF SOUTH 81°41'05" EAST AND A DISTANCE OF 20.22 FEET; THENCE ON AND ALONG SAID CURVE 20.22 FEET; THENCE SOUTH 18°00'00" WEST 143.86 FEET TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

83 80009

EXHIBIT "A"

CHAPEL PINES

SECTION FOUR

A part of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northeast Corner of said Quarter Section; thence South 00°01'44" West on and along the East Line of said Quarter Section 1220.00 feet to the Northeast Corner of Chapel Glen, Section One, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #67-28691, said Corner also being the Southeast Corner of Chapel Pines, Section One, as Recorded in said Office of the Recorder by Instrument #81-25548; thence North 88°58'16" West on and along the North Line of said Chapel Glen, Section One 180.00 feet; thence North 72°00'00" West on and along said North line 355.90 feet to the Southwest Corner of Chapel Pines, Section Three, as recorded in the Office of the Recorder of Marion County, Indiana by Instrument #82-37176; thence North 18°00'00" East on and along the West Line of said Chapel Pines, Section Three 137.00 Feet; thence South 72°00'00" East 27.09 Feet to the point of beginning of this description; thence North 18°00'00" East 30.00 feet; thence North 01°01'44" East 96.98 feet; thence South 88°58'16" East 151.74 feet; thence South 01°01'44" West 165.00 feet to the point of curvature of a curve, said curve having a chord bearing of North 74°33'40" West and a distance of 129.25 feet, thence on and along said curve 129.71 feet to the point of tangency, said point also being the Point of Curvature of a Reverse Curve with a Chord Bearing of North 77°30'00" West and a distance of 36.04 feet; thence on and along said Curve 36.09 feet to the beginning point of this description. Containing 0.5 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 80009

EXHIBIT "A"

Page 4 of 6 Pages

CHAPEL PINES--SECTION FIVE

A Part of the Northeast Quarter of Section Four, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Northeast Corner of said Quarter Section; Thence South 01°01'44" West on and along the East Line of said Quarter Section 1220.00 Feet to the Northeast Corner of Chapel Glen, Section One, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #67-28691, said Corner also being the Southeast Corner of Chapel Pines, Section One, as Recorded in said Office of the Recorder by Instrument #81-25548; Thence North 88°58'16" West on and along the North Line of said Chapel Glen, Section One 180.00 Feet; Thence North 72°00'00" West on and along said North Line 477.00 Feet to the Southwest Corner of Chapel Pines, Section Two, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #81-39793; Thence North 18°00'00" East on and along the West Line of said Chapel Pines, Section Two, 106.97 Feet to the beginning point of this description; Thence continue North 18°00'00" East on and along said West Line 30.03 Feet to the Northwest Corner of said Chapel Pines, Section Two, Thence South 72°00'00" East on and along the North Line of said Chapel Pines, Section Two and Three 148.19 Feet to the Southwest Corner of Chapel Pines, Section Four, as Recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #82-64091; Thence North 18°00'00" East on and along the West Line of said Chapel Pines, Section Four, 30.00 Feet; Thence North 01°01'44" East on and along said West Line 96.98 Feet to the Northwest Corner of said Chapel Pines, Section Four; Thence South 88°58'16" East on and along the North Line of said Chapel Pines, Section Four 151.74 Feet to the Northeast Corner of said Section Four; Thence South 01°01'44" West on and along the East Line of said Chapel Pines, Section Four 165.00 Feet to the Southeast Corner of said Section, said Point also being the Point of Curvature of a Curve to the Right. Said Curve having a Chord Bearing of South 64°57'11" East and a Distance of 18.27 Feet; Thence on and along said Curve also being a North Line of said Chapel Pines, Section One, 18.27 Feet to the Point of Tangency; Thence South 63°44'54" East on and along said North Line 26.32 Feet to the Point of Curvature of a Curve to the Left, said Curve having a Chord Bearing of South 68°49'28" East and a Distance of 68.71 Feet; Thence on and along said Curve also being the North Line of said Chapel Pines, Section One, 68.80 Feet to the Point of Tangency; Thence North 01°01'44" East 145.00 Feet; Thence North 52°56'23" West 129.84 Feet; Thence North 88°58'16" West 120.00 Feet; Thence North 01°01'44" East 25.00 Feet; Thence North 88°58'16" West 110.37 Feet; Thence South 74°53'02" West 100.33 Feet; Thence South 07°00'00" West 120.00 Feet; Thence South 83°00'00" East 28.37 to the beginning point of this description. Containing 1.03 Acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 SC009

EXHIBIT "A"

CHAPEL PINES--SECTION SIX

A part of the Northeast Quarter of Section Four, Township 15 North, Range 2 East in Marion County, Indiana. Being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of said Quarter Section; thence South $01^{\circ}01'44''$ West on and along East line of said Quarter Section 966.52 feet to the point of beginning; thence South $01^{\circ}01'44''$ West on and along East line of said Quarter Section 115.47 feet to the Northeast corner of Chapel Pines, Section One as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #81-25548; thence North $88^{\circ}56'16''$ West on and along the North line of said Chapel Pines, Section One, 156.16 feet to the point of curvature of a curve to the West. Said curve having a radius of 388.40 feet and a central angle of $04^{\circ}59'15''$; thence along the arc of said curve 33.81 feet to a non-tangent point; thence North $01^{\circ}01'44''$ East on and along the East line of Chapel Pines, Section Five 114.00 feet, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #83-14531, thence South $88^{\circ}58'16''$ East 189.93 feet to the beginning point of this description. Containing .503 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

63 80009

EXHIBIT "A"

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

840005011

CROSS REFERRED
DOCUMENTED
FOR TAXATION

8.00

JAN 20 3 02 PM '84

SEVENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

JAN 20 04 00 15 72

COUNTY JUDICIAL

Henry L. Padon

THIS SEVENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Seventh Amendment"), made this 16th day of January, 1984, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009;

NOW, THEREFORE:

Declarant hereby makes this Seventh Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 41 through 44 and 61 through 64, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Seven" dated December 6, 1983, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 2.273%.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 16th day of January, 1984.

R&P ENTERPRISES, INC.

By Talbot W. Denny
Talbot W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this instrument has been taken and done.

Witness my hand and Notarial Seal this 16th day of January, 1984.

Patricia Aikin
Signature
PATRICIA AIKIN
Printed Notary Public

My Commission Expires:

August 31, 1987

My County of Residence:

Putnam

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

84 05011

A part of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Quarter Section; thence South 01°01'44" West on and along the East line of said Quarter Section 966.57 feet; thence North 88°58'16" West 189.93 feet; thence North 01°01'44" East 31.00 feet to the Northeast corner of Chapel Pines--Section Five, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #83-14530; thence North 52°56'23" West on and along the Northerly line of said Chapel Pines--Section Five 64.92 feet to the Beginning Point of this description; thence continue North 52°56'23" West on and along said Northerly line 64.92 feet; thence North 88°58'16" West on and along said Northerly line 120.00 feet; thence North 01°01'44" East on and along said Northerly line 25.00 feet; thence North 88°58'16" West on and along said Northerly line 110.37 feet; thence South 74°53'02" West on and along said Northerly line 100.33 feet to the Northwest corner of said Chapel Pines--Section Five; thence South 07°00'00" West on and along the West line of said Chapel Pines--Section Five 120.00 feet to the Southwesterly corner of said Chapel Pines--Section Five; thence North 67°37'48" West 199.41 feet; thence North 28°00'00" East 140.00 feet; thence North 77°39'55" East 55.00 feet; thence South 48°03'13" East 117.93 feet; thence North 51°52'46" East 50.88 feet; thence North 66°33'01" East 53.84 feet; thence South 88°58'16" East 198.43 feet; thence North 03°00'00" East 122.93 feet to the South line of Chapel Ridge Condominiums, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #74-39707; thence North 90°00'00" East on and along said South line 49.20 feet to the Southeast corner of said Chapel Ridge Condominiums; thence North 00°00'00" East on and along the East line of said Chapel Ridge Condominiums 62.55 feet to a point the approximate centerline of the East Fork of White Lick Creek; thence South 54°30'00" East on and along said approximate centerline 87.91 feet; thence South 03°00'00" West 193.54 feet; thence South 37°03'37" West 57.23 feet to the Beginning Point of this description. Containing 1.51 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

EXHIBIT A

84 05011

840048587

EIGHTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

DUPLICATE
FOR TAXATION

JUN 27 1984 14842

COUNTY AUDITOR

Henry L. G... ..

CROSS REFERENCE

CROSS REFERENCE

THIS EIGHTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Eighth Amendment"), made this 26th day of June, 1984, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to Declaration on January 16, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-05011;

NOW, THEREFORE:

Declarant hereby makes this Eighth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

RECEIVED FOR RECORD
BETH O. LAUGHLIN
RECORDER-MARION CO.
JUN 27 1 15 PM '84

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 69 through 72 and 83 through 86, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Eight" dated June 20, 1984, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.923%.

IN WITNESS WHEREOF, the undersigned has caused this Eighth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 26th day of June, 1984.

R&P ENTERPRISES, INC.

Diane M. Hibbeln
By Diane M. Hibbeln,
Vice President

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Hibbeln, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with property authority for the Board of Directors of said Corporation, and that all corporation action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 26th day of June, 1984.



Patricia Kluempers
Signature
PATRICIA Kluempers
Printed Notary Public

My Commission Expires:
Oct. 2, 1987

My County of Residence:
Hamilton

84 48587

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

A part of the Northeast corner of the Northeast quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said quarter section; thence South 01°01'44" East on and along the East line of said quarter section, 1220.00 feet; thence North 88°58'16" West on and along the southerly line of Chapel Pines, Sections 1, 2 and 3 as previously recorded in the office of the Recorder of Marion County, Indiana, 180.00 feet; thence North 72°00'00" West on and along the southerly line of said Sections 1, 2 and 3, 477.00 feet; thence North 83°00'00" West, 84.37 feet to the beginning point of this description; thence North 13°13'27" East 123.07 feet; thence North 67°37'48" West on and along the southerly line of Chapel Pines, Section Seven as recorded in Instrument No. 84-05012 in the office of the Recorder of Marion County, Indiana, 134.00 feet; thence North 28°00'00" East, on and along the westerly line of said Section Seven, 40.00 feet; thence North 62°00'00" West 42.11 feet; thence North 84°30'00" West, 113.17 feet; thence South 02°23'45" West, 208.00 feet; thence South 83°00'00" East 237.27 feet to the point of beginning, containing 1.02 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

84 48587

EXHIBIT A

CROSS REFERENCE

850005923

NINTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

JUST FILED
FOR TAXATION
JAN 23 85 00 1896
COUNTY RECORDER
Blaney L. Sinton

THIS NINTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME
("Ninth Amendment"), made this 18th day of January, 1985, by
RSP ENTERPRISES, INC., a California Corporation, hereinafter
referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" ("hereinafter called "Declaration"), which
Declaration was duly recorded in the office of the Recorder of
Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the
Declaration on June 25, 1981, and duly recorded the same in the
Office of the Recorder of Marion County, Indiana, as Instrument
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the
Declaration on January 31, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the
Declaration on July 9, 1982, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said Office of the Recorder
of Marion County, Indiana, as Instrument No. 82-67078 on
November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said
Declaration on March 3, 1983, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said
Declaration on August 17, 1983, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the
Fifth and Sixth Amendments on October 27, 1983 which was duly
recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to
Declaration on January 16, 1984 and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 84-05011; and,

WHEREAS, Declarant executed a certain Eighth Amendment to
Declaration on June 26, 1984 and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 84-48587;

JAN 23 4 03 PM '85
RECORDED FOR RECORD
REC'D BY L. SINTON
RECORDER-MARION CO. IN.

NOW, THEREFORE:

Declarant hereby makes this Ninth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 29, 30, and 33 through 36, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Nine" dated January 8, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.724%.

IN WITNESS WHEREOF, the undersigned has caused this Ninth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 18th day of January, 1985.

R&P ENTERPRISES, INC.

By Talbot W. Denny
Talbot W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 18 day of January, 1985.

Kathy L. Henderson
Signature
KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION

850005923

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

CHAPEL PINES--SECTION NINE

A part of the Northeast quarter of Section Four, Township 15 North, Range 2 East, in Marion County, Indiana, being more particularly described as follows, to-wit;

Commencing at the Northeast corner of said quarter section; thence South 01°01'44" West on and along the East line of said quarter section 680.00 feet; to the beginning point of this description; thence continuing South 01°01'44" East along said line 286.53 feet; to the North line of Chapel Pines Section Six as recorded as Instrument # 83-58698 in the Office of the Recorder of Marion County; thence North 88°58'16" West along said northerly line 189.93 feet to the East line of Chapel Pines Section Five as recorded as Instrument # 83-14530 in the Office of the Recorder of Marion County; thence North 01°01'44" East 31.00 feet. Thence North 52°56'23" West 64.92 feet to the East line of Chapel Pines Section Seven as recorded as Instrument # 84-5011 in the Office of the Recorder of Marion County. Thence North 37°03'37" East along said easterly line 57.23 feet; thence North 03°00'00" East along said East line 193.57 feet to the approximate center line of White Lick Creek; thence South 54°30'00" East 49.93 feet; thence South 88°58'16" East along said approximate center line of White Lick Creek 160.00 feet to the beginning point of this description containing 1.37 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

850005923

EXHIBIT A

CROSS REFERENCE

850006532

TENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

RECORDED
JAN 23 1985 10 18 98
COUNTY CLERK
Blaney E. G. Gorman

THIS TENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME
("Tenth Amendment"), made this 14th day of January, 1985, by
R&P ENTERPRISES, INC., a California Corporation, hereinafter
referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" ("hereinafter called "Declaration"), which
Declaration was duly recorded in the office of the Recorder of
Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the
Declaration on June 25, 1981, and duly recorded the same in the
Office of the Recorder of Marion County, Indiana, as Instrument
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the
Declaration on January 31, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the
Declaration on July 9, 1982, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said Office of the Recorder
of Marion County, Indiana, as Instrument No. 82-67678 on
November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said
Declaration on March 3, 1983, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said
Declaration on August 17, 1983, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the
Fifth and Sixth Amendments on October 27, 1983 which was duly
recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-80005; and,

WHEREAS, Declarant executed a certain Seventh Amendment to
Declaration on January 16, 1984 and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 84-05011; and,

RECORDED
JAN 29 2 19 PM '85
REC'D BY
RECORDED - MARION CO.

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5933;

NOW, THEREFORE:

Declarant hereby makes this Tenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

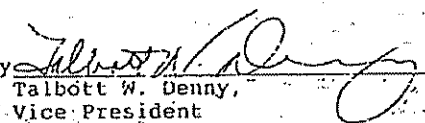
1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 49 and 50, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section 'Pop'" dated January 11, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.667%.

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed this 18th day of January, 1985.

R&P ENTERPRISES, INC.

By 
Talbot W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

850006532

Witness my hand and Notarial Seal this 11th day of January,
1985.

Kathy L. Henderson
Signature
KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:

10-3-8

My County of Residence:

Macon

This instrument prepared by Scott A. Lindquist, ICE MILLER
DONADIO & RYAN, One American Square, Box 82001, Indianapolis,
IN 46282, (317) 236-2418.

850006532

CHAPEL PINES--SECTION TEN

A part of the Northeast quarter of Section Four, Township 15 North, Range 2 East, in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said quarter section; thence South $01^{\circ}01'44''$ West on and along the East line of said quarter section 80.00 feet; thence North $88^{\circ}58'16''$ West 160.00 feet; thence North $54^{\circ}30'00''$ West along the North line of Chapel Pines Section Seven as recorded in said Office of Recorder by Instrument # 84-0005012; thence South $00^{\circ}00'00''$ East along said North line 62.55 feet; thence South $90^{\circ}00'00''$ West along said line 49.20 feet to the point of beginning of this description. Thence continue South $90^{\circ}00'00''$ West 126.41 feet; thence South $00^{\circ}00'00''$ East 120.60 feet to the Northerly line of Chapel Pines, Section Seven, the next two calls being along the Northerly and Easterly lines of said Section Seven; thence South $88^{\circ}58'16''$ East 120.00 feet; thence North $03^{\circ}00'00''$ East 122.92 feet to the beginning point of this description. Containing 0.34 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

850006532

EXHIBIT A

CROSS REFERENCE

850041170

ELEVENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

DULY ENTERED
FOR TAXATION
MAY 23 85 01 24 98
Jay D. Mowery

956
(H)

CROSS REFERENCE

THIS ELEVENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Eleventh Amendment"), made this 22nd day of May, 1985, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to Declaration on January 16, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-05011; and,

MAY 23 2 05 PM '85
OFFICE OF THE RECORDER-RECORDS OF MARION COUNTY, INDIANA

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532;

NOW, THEREFORE:

Declarant hereby makes this Eleventh Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

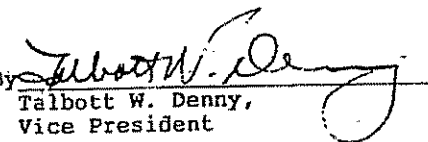
1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds the Chapel Pines Horizontal Property Regime Units Number 57, 58, 65, 66, and 73-76, inclusive, which are situated said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Eleven" dated May 15, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.471%.

IN WITNESS WHEREOF, the undersigned has caused this Eleventh Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.

By 
Talbot W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

850041170

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

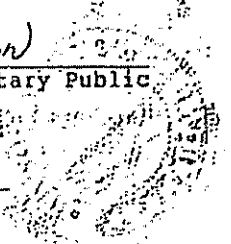
Witness my hand and Notarial Seal this 22 day of ^{May} ~~January~~,
1985.

Kathy R. Henderson
Signature

KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION



This instrument prepared by Scott A. Lindquist, ICE MILLER
DONADIO & RYAN, One American Square, Box 82001, Indianapolis,
IN 46282, (317) 236-2418.

850041170

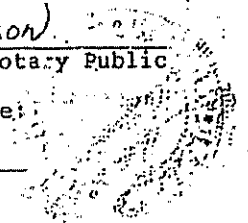
Witness my hand and Notarial Seal this 22 day of ^{May} January,
1985.

Kathy B. Henderson
Signature

KATHY L. HENDERSON
Print Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION



This instrument prepared by Scott A. Lindquist, ICE MILLER
DONADIO & RYAN, One American Square, Box 82001, Indianapolis,
IN 46282, (317) 236-2418.

850041170

CROSS REFERENCE

850056051

DULY ENTERED FOR TAXATION

920
④

TWELFTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME
JUL 12 65018035
RECORDED
GARY E. MURPHY

CROSS REFERENCE

THIS TWELFTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Twelfth Amendment"), made this 11th day of July, 1985, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to Declaration on January 16, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-05011; and,

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

JUL 15 1 53 PM '85

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170;

NOW, THEREFORE:

Declarant hereby makes this Twelfth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

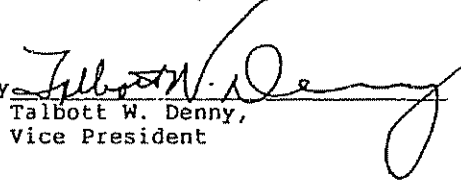
1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 87-90, inclusive, 111 through 118, inclusive, and 128-134, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Twelve" dated July 9, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.136%.

IN WITNESS WHEREOF, the undersigned has caused this Twelfth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC

By 
Talbott W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

85 58051

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 11 day of July, 1985.

Kathy L. Henderson
Signature
KATHY L. HENDERSON
Printed
Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

85 58051

LEGAL DESCRIPTION

A part of the Northeast Corner of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Quarter section; thence South 01°01'44" West on and along the East line of said quarter section 1220.00 feet; thence North 88°58'16" West 180.00 feet; thence North 72°00'00" West 477.00 feet; thence North 83°00'00" West 321.64 feet, to the point of beginning of this description, said point also being the Southwest corner of Chapel Pines--Section 8, as recorded as Instrument Number 84-0048588 in the office of the Recorder of Marion County, Indiana; thence continue North 83°00'00" West 435.51 feet to the East line of Chapel Glen--Section Two, recorded as Instrument Number 6756910; thence North 01°04'10" East 60.00 feet; thence North 62°00'00" East 149.41 feet; thence North 02°03'00" East 134.93 feet; thence North 90°00'00" West 133.95 feet; thence North 01°04'10" East 480.17 feet; thence South 90°00'00" East 130.00 feet to the West line of Chapel Ridge Condominiums--Phase I, recorded as Instrument Number 74-39707; thence South 01°04'10" West 347.40 feet; thence South 90°00'00" East 41.22 feet; thence South 02°03'00" West 314.01 feet; thence South 52°23'45" East 30.00 feet; thence North 83°23'45" East a distance of 250.00 feet; thence South 02°23'45" West along the West line of said Section 8, 208.00 feet to the beginning point containing 3.2343 acres more or less and subject to all legal highways, rights-of-way, and easements of record.

85 58051

CROSS REFERENCE

850058693

THIRTEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

934
DULY ENTERED
FOR TAXATION
JUL 16 09 01 8 28 55
COUNTY AUDITOR

THIS THIRTEENTH AMENDMENT TO THE DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL
PROPERTY REGIME ("Thirteenth Amendment"), made this 11th
of July, 1985, by R&P ENTERPRISES, INC., a
California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" ("hereinafter called "Declaration"), which
Declaration was duly recorded in the office of the Recorder of
Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the
Declaration on June 25, 1981, and duly recorded the same in
Office of the Recorder of Marion County, Indiana, as Instrument
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the
Declaration on January 31, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the
Declaration on July 9, 1982, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said Office of the Recorder
of Marion County, Indiana, as Instrument No. 82-67078 on
November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said
Declaration on March 3, 1983, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said
Declaration on August 17, 1983, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the
Fifth and Sixth Amendments on October 27, 1983 which was duly
recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to
Declaration on January 16, 1984 and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 84-05011; and,

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BETH S. ALDRICH CO.
RECORDER-MARION CO.
JUL 16 12 16 PM '85

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170; and

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 11, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58693;

NOW, THEREFORE:

Declarant hereby makes this Thirteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 77 and 78, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Thirteen" dated July 9, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.111%.

IN WITNESS WHEREOF, the undersigned has caused this Thirteenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.

By 
Talbott W. Denny,
Vice President

85 58693

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 11 day of July, 1985.

Kathy L. Henderson
Signature

KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

85 58693

LEGAL DESCRIPTION

A part of the Northeast corner of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana being more particularly described as follows to-wit:

Commencing at the Northeast corner of said section; thence South 01°01'44" West on and along the East line of said quarter section 689.00 feet; thence North 88°58'16" West 160.00 feet along the North line of Chapel Pines--Section Nine as recorded in the office of the Recorder in Marion County as Instrument #85-05924; thence North 54°30'00" West along the North line of Chapel Pines--Section Seven as recorded in the office of the Recorder in Marion County by Instrument #84-05012 a distance of 137.84 feet; thence South 00°00'00" East along said North line 62.55 feet; thence North 90°00'00" West along said North line of said section seven and along section eleven as recorded in said Recorder's office by Instrument #85-41171 a distance of 340.00 feet; thence South 00°00'00" West along said North line of said section eleven 50.00 feet; thence South 90°00'00" West along said North line of said section eleven 106.84 feet; thence North 01°35'06" West along North line of said section 33.99 feet to the point of beginning of this description; thence North 90°00'00" West along the North line of said section eleven 147.84 feet; thence North 02°59'19" East a distance of 166.56 feet; thence North 90°00'00" East a distance of 70.66 feet; thence South 16°35'06" East a distance of 52.50 feet; thence North 90°00'00" East 36.40 feet; thence Southeasterly along a curve to the right having a radius of 483.24 feet; and an arc length of 116.11 feet (said arc being subtended by a chord having a bearing of South 08°28'06" East a length of 115.83'); thence South 01°35'06" East a distance of 1.45 feet to the beginning point of this description. Containing 0.46 acre, more or less, and subject to all legal highways, rights-of-way and easements of record.

85 58693

CROSS REFERENCE

850061680

AMENDED TWELFTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

DULY ENTERED
FOR TAXATION

JUL 25 1985 019257

COUNTY AUDITOR
George S. Newmyer

3

THIS AMENDED TWELFTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Amended Twelfth Amendment"), made this 25 day of JULY, 1985, by R&P ENTERPRISES, INC., a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to Declaration on January 16, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-05011; and,

RECEIVED FOR RECORD
OFFICE OF THE
RECORDER OF MARION CO.
JUL 25 3 29 PM '85

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170; and

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 12, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58051; and

WHEREAS, Declarant executed a certain Thirteenth Amendment to Declaration on July 16, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana as Instrument No. 85-58693; and,

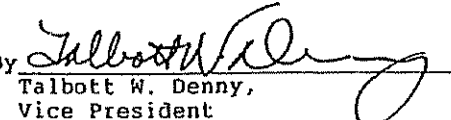
WHEREAS, the foregoing Twelfth Amendment to Declaration contained a typographical error, on account of which Unit 127, as depicted and described on the plat recorded in connection with said Twelfth Amendment; was inadvertently omitted;

NOW, THEREFORE:

Declarant hereby makes this Amended Twelfth Amendment to the Declaration, and the same is incorporated into said Declaration, to reflect that Unit No. 127 was intended to be and hereby is included among the units added to the Chapel Pines Horizontal Property Regime under paragraph 2 of said Twelfth Amendment.

IN WITNESS WHEREOF, the undersigned has caused this Amended Twelfth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.

By 
Talbott W. Denny,
Vice President

850061680

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

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

Kathy L. Henderson
Signature
KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN. 46282, (317) 236-2418:

850061680

CROSS REFERENCE

850058693

THIRTEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

934
DULY ENTERED
FOR TAXATION
JUL 16 850 18 28 5
COUNTY AUDITOR
MARION CO. INDIANA

THIS THIRTEENTH AMENDMENT TO THE DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL
PROPERTY REGIME ("Thirteenth Amendment"), made this 11th
of July, 1985, by R&P ENTERPRISES, INC., a
California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" ("hereinafter called "Declaration"), which
Declaration was duly recorded in the office of the Recorder of
Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the
Declaration on June 25, 1981, and duly recorded the same in
Office of the Recorder of Marion County, Indiana, as Instrument
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the
Declaration on January 31, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the
Declaration on July 9, 1982, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said Office of the Recorder
of Marion County, Indiana, as Instrument No. 82-67078 on
November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said
Declaration on March 3, 1983, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said
Declaration on August 17, 1983, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the
Fifth and Sixth Amendments on October 27, 1983 which was duly
recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to
Declaration on January 16, 1984 and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 84-05011; and,

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WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170; and

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 11, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58693;

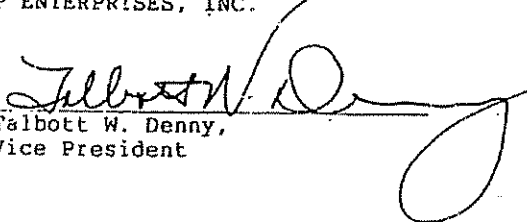
NOW, THEREFORE:

Declarant hereby makes this Thirteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.
2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 77 and 78, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Thirteen" dated July 9, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.
3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.111%.

IN WITNESS WHEREOF, the undersigned has caused this Thirteenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.

By 
Talbott W. Denny,
Vice President

85 58693

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 11 day of July, 1985.

Kathy L. Henderson
Signature

KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

85 58693

LEGAL DESCRIPTION

A part of the Northeast corner of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana being more particularly described as follows to-wit:

Commencing at the Northeast corner of said section; thence South 01°01'44" West on and along the East line of said quarter section 680.00 feet; thence North 88°58'16" West 160.00 feet along the North line of Chapel Pines--Section Nine as recorded in the office of the Recorder in Marion County as Instrument #85-05924; thence North 54°30'00" West along the North line of Chapel Pines--Section Seven as recorded in the office of the Recorder in Marion County by Instrument #84-05012 a distance of 137.84 feet; thence South 00°00'00" East along said North line 62.55 feet; thence North 90°00'00" West along said North line of said section seven and along section eleven as recorded in said Recorder's office by Instrument #85-41171 a distance of 340.00 feet; thence South 00°00'00" West along said North line of said section eleven 50.00 feet; thence South 90°00'00" West along said North line of said section eleven 106.84 feet; thence North 01°35'06" West along North line of said section 33.99 feet to the point of beginning of this description; thence North 90°00'00" West along the North line of said section eleven 147.84 feet; thence North 02°59'19" East a distance of 166.56 feet; thence North 90°00'00" East a distance of 70.66 feet; thence South 16°35'06" East a distance of 52.50 feet; thence North 90°00'00" East 36.40 feet; thence Southeasterly along a curve to the right having a radius of 483.24 feet; and an arc length of 116.11 feet (said arc being subtended by a chord having a bearing of South 08°28'06" East a length of 115.83'); thence South 01°35'06" East a distance of 1.45 feet to the beginning point of this description. Containing 0.46 acre, more or less, and subject to all legal highways, rights-of-way and easements of record.

85 58693

CROSS REFERENCE

850039021

FOURTEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

RECORDED
FOR TAXATION

Nov 8 85030954

COUNTY CLERK
George L. Mowery

THIS FOURTEENTH AMENDMENT TO THE DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP TO CHAPEL PINES HORIZONTAL
PROPERTY REGIME ("Fourteenth Amendment"), made this 5th
day of NOVEMBER, 1985, by R&P ENTERPRISES, INC.,
now d/b/a R. P. MILHOUSE, a California Corporation, herein-
after referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal
Property Regime" ("hereinafter called "Declaration"), which
Declaration was duly recorded in the office of the Recorder of
Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the
Declaration on June 25, 1981, and duly recorded the same in
Office of the Recorder of Marion County, Indiana, as Instrument
No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the
Declaration on January 31, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the
Declaration on July 9, 1982, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as
Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said Office of the Recorder
of Marion County, Indiana, as Instrument No. 82-67078 on
November 30, 1982; and

WHEREAS, Declarant executed the Fifth Amendment to said
Declaration on March 3, 1983, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said
Declaration on August 17, 1983, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the
Fifth and Sixth Amendments on October 17, 1983 which was duly
recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to
Declaration on January 16, 1984 and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as
Instrument No. 84-05011; and,

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WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration of January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170; and

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 11, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58051; and

WHEREAS, Declarant executed a certain Thirteenth Amendment to Declaration on July 11, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58693; and

WHEREAS, Declarant desires to add certain real estate and improvements and thereby expand the Chapel Pines Horizontal Property Regime, as contemplated by the Declaration;

NOW, THEREFORE:

Declarant hereby makes this Fourteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

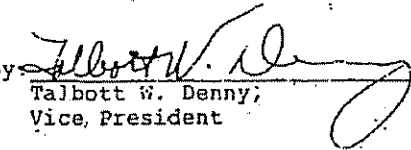
1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 119 through 126, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines Section Fourteen" dated October 22, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 1.019%.

IN WITNESS WHEREOF, the undersigned has caused this Fourteenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.
d/b/a R. P. MILHOUSE

By 
Talbot W. Denny,
Vice, President

850098021

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., now d/b/a R.P. Milhouse, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority of the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 5 day of
NOVEMBER, 1985.

Kathy L. Henderson
Signature

KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:

10-3-86

My County of Residence:

MARION

This instrument prepared by Scott A. Lindquist, ICE MILLER
DONADIO & RYAN, One American Square, Box 82001, Indianapolis,
Indiana 46282, (317) 236-2418.

850099021

EXHIBIT A

A part of the Northeast corner of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Quarter section; thence South $01^{\circ}01'44''$ West on and along the East line of said Quarter section 1220.00 feet; thence North $88^{\circ}58'16''$ West 180.00 feet; thence North $72^{\circ}00'00''$ West 477.00 feet; thence North $83^{\circ}00'00''$ West 757.15 feet; thence North $01^{\circ}04'10''$ East 60.00 feet to the point of beginning of this description, said point also being a point on the West line of Chapel Pines Section 13 recorded as instrument number 81-25548 and also being a point on the East line of Chapel-Section II as recorded as instrument number 6756910; thence the next three calls being along the West line of said Chapel Pines Section 13; thence North $62^{\circ}00'00''$ East 149.41 feet; thence North $02^{\circ}03'00''$ East 194.93 feet; North $90^{\circ}00'00''$ West 133.95 feet; thence South $01^{\circ}04'10''$ West 264.99 feet to the beginning point, containing 0.70 acres more or less and subject to all legal highways, rights-of-way and easements of record.

850099021

CROSS REFERENCE

850105199

FIFTEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

NOV 27 3 03 29 37

CROSS REFERENCE

THIS FIFTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP TO CHAPEL PINES HORIZONTAL PROPERTY REGIME
("Fifteenth Amendment"), made this 22 day of November, 1985, by
R&P ENTERPRISES, INC., now d/b/a R. P. MILHOUSE, a California
Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal Property
Regime" (hereinafter called "Declaration"), which Declaration was
duly recorded in the office of the Recorder of Marion County,
Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment of the Decla-
ration on June 25, 1981, and duly recorded the same in the office
of the Recorder of Marion County, Indiana, as Instrument No.
81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Decla-
ration on January 31, 1982, and duly recorded the same in the office
of the Recorder of Marion County, Indiana, as Instrument No.
82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Decla-
ration on July 9, 1982, and duly recorded the same in the office of
the Recorder of Marion County, Indiana, as Instrument No. 82-37176;
and,

WHEREAS, Declarant executed the Fourth Amendment to said
Declaration on November 12, 1982, and duly recorded the same in
the office of the Recorder of Marion County, Indiana, as Instrument
No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment
thereto which was duly recorded in said office of the Recorder of
Marion County, Indiana, as Instrument No. 82-67078 on November 30,
1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Decla-
ration on March 3, 1983, and duly recorded the same in the office
of the Recorder of Marion County, Indiana, as Instrument No.
83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Decla-
ration on August 17, 1983, and duly recorded the same in the office
of the Recorder of Marion County, Indiana, as Instrument No. 83-58698;
and,

WHEREAS, Declarant executed a certain Amendment to the Fifth
and Sixth Amendments on October 17, 1983 which was duly recorded in
the office of the Recorder of Marion County, Indiana, as Instrument
No. 83-80099; and,

WHEREAS, Declarant executed a certain Seventh Amendment to
Declaration on January 16, 1984 and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 84-05011; and,

WHEREAS, Declarant executed a certain Eighth Amendment to
Declaration on June 26, 1984 and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
No. 84-48587; and,

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MARION COUNTY, INDIANA
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WHEREAS, Declarant executed a certain Ninth Amendment to Declaration of January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and,

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and,

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-41170; and,

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 11, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58051; and,

WHEREAS, Declarant executed a certain Thirteenth Amendment to Declaration on July 11, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-59693; and,

WHEREAS, Declarant executed a certain Fourteenth Amendment to Declaration on November 5, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-99021; and,

WHEREAS, Declarant desires to add certain real estate and improvements and thereby expand the Chapel Pines Horizontal Property Regime, as contemplated by the Declaration;

NOW, THEREFORE, Declarant hereby makes this Fifteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

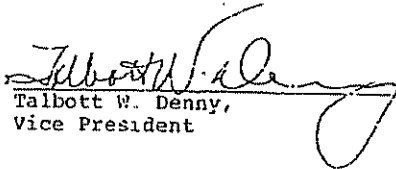
1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal property Regime Units Numbered 103 through 110, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Fifteen" dated November 12, 1985, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 0.943%.

IN WITNESS WHEREOF, the undersigned has caused this Fifteenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.
d/b/a R. P. MTLHOUSE

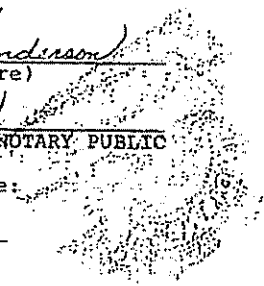
By 
Talbott W. Denny,
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbott W. Denny, the Vice President of R&P Enterprises, Inc., now d/b/a R. P. Milhouse, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority of the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

WITNESS my hand and Notarial Seal this 22 day of November, 1985.

Lathy L. Henderson
(signature)
LATHY L. HENDERSON
(printed name) NOTARY PUBLIC



My Commission Expires:
10-3-88

County of Residence:
MARION

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46262; (317) 236-2418.

CHAPEL PINES - SECTION FIFTEEN LEGAL DESCRIPTION

A part of the Northeast corner of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Quarter Section; thence South 01°01'44" West on and along the East line of said quarter section 1220.00 feet; thence North 88°58'16" West 180.00 feet; thence North 72°00'00" West 477.00 feet; thence North 83°00'00" West 757.15 feet; thence North 01°01'10" East 805.17 feet; thence North 90°00'00" East 130.00 feet; thence South 01°04'10" West 347.40 feet; thence North 90°00'00" East 41.22 feet to the Point of Beginning of this description; thence the next three calls being on the Easterly line of Chapel Pines Section 12 as recorded in the Office of the Recorder in Marion County as Instrument No. 850058052; thence South 02°03'00" West 314.01 feet; thence South 53°23'45" East 30.00 feet; thence North 83°23'45" East 100.00 feet; thence North 07°21'50" East 332.94 feet; thence North 90°00'00" West 50.00 feet; thence South 00°00'00" West 10.00 feet; thence North 90°00'00" West a distance of 104.96 feet to the beginning point; containing 1.045 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

EXHIBIT A

850105199

CROSS REFERENCE

RECEIVED FOR RECORD
DEPT. OF REVENUE
REC'D

APR 2 3 46 PM '86

860026973

SIXTEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP OF
CHAPEL PINES HORIZONTAL PROPERTY REGIME

FILED
APR 2 1986

286007947

AUDITOR
George A. Murphy

THIS SIXTEENTH AMENDMENT TO DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME
("Sixteenth Amendment"), made as of this 17 day of March,
1986, by R & P Enterprises, Inc., now d/b/a R. P. MILHOUSE,
a California Corporation ("Declarant"),

WITNESSES THAT:

WHEREAS, Chapel Pines Horizontal Property Regime ("Regime")
was established by a certain Declaration dated April 24, 1981 and
recorded May 1, 1981 as Instrument No. 81-25548 in the office of
the Recorder of Marion County, Indiana ("Declaration"), and was
last amended by a certain Fifteenth Amendment to Declaration
recorded November 27, 1985, as Instrument No. 85-105199 in
the office of the Recorder of Marion County, Indiana
("Fifteenth Amendment");

WHEREAS, under the Declaration and all subsequent amendments
of record to the date hereof, the Regime was to be expandable
through and including April 15, 1986, after which time further
expansion of the Regime, as contemplated by the Declaration,
could not occur without the consent of sixty percent (60%)
of all Co-Owners (as defined in the Declaration);

WHEREAS, consents of more than sixty percent (60%) of the Co-
Owners to extend the period for expansion of the Regime through
and including April 30, 1991 have been obtained and have been
recorded as Instrument Nos. 86-26918 through 86-26973,
inclusive, and the Declarant has been duly authorized to
execute this Sixteenth Amendment for the purpose of so extending
the period for expansion; and,

WHEREAS, the Declarant desires to amend the Declaration
pursuant to its authority thereunder; to effect the amendments
herein set forth;

NOW, THEREFORE, Declarant hereby makes this Sixteenth
Amendment to Declaration, as follows:

1. The period during which the Declarant shall be entitled
to expand the Regime is hereby extended through and including
April 30, 1991. Such expansion, the property within which it
may occur, and its effect upon the Percentage Interest and
Percentage Votes of the Co-Owners and all Assessments determined
thereby, shall continue to be determined by the applicable
provisions of the Declaration, as amended. All references to
April 15, 1986 or general references to dates relating to the
last date for expansion of the Regime contained in the Declara-
tion or any amendment thereto are hereby amended to read
April 30, 1991.

2. All definitions of terms contained in the Declaration
or any amendment thereto shall be applicable herein.

3. Declarant hereby represents and certifies that the facts
set forth in the foregoing recitals are true and correct, that
Declarant is duly authorized to execute and record this Sixteenth
Amendment, and that the persons executing this Sixteenth Amend-
ment have been fully authorized and empowered to act on behalf
of the Declarant for such purpose.

IN WITNESS WHEREOF, Declarant has executed this Sixteenth Amendment as of the date first above written.

R & P ENTERPRISES, INC.
d/b/a R.P. MILHOUSE

By: Talbot W. Denny
Talbot W. Denny,
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice President of R & P Enterprises, Inc., d/b/a R.P. Milhouse, a California Company, who acknowledged execution of the foregoing instrument on behalf of said corporation and who, being duly sworn, stated that the representations therein contained are true and that all corporate action necessary for the making of this Instrument has been taken and done.

Witness my hand and Notarial Seal this 17 day of March, 1986.

Signature Kathy L. Henderson
Printed KATHY L. HENDERSON

My Commission Expires:
10-3-88

Resident of MARION County.

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

860026973

CROSS REFERENCE

860050555

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: June 11, 1986
By: J. C. Sipey
PHILLIP D. HINKLE
ASSESSOR

SEVENTEENTH AMENDMENT TO THE DECLARATION
OF THE HORIZONTAL PROPERTY OWNERSHIP OF
CHAPEL PINES HORIZONTAL PROPERTY REGIME

THIS SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME
("Seventeenth Amendment"), made this 11 day of June, 1986, by
R & P ENTERPRISES, INC., now d/b/a R. P. MILHOUSE, a California
corporation, Hereinafter referred to as "Declarant");

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
Horizontal Property Ownership of Chapel Pines Horizontal Property
Regime" (hereinafter called "Declaration"), which Declaration was
duly recorded in the office of the Recorder of Marion County,
Indiana as Instrument Number 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declara-
tion on June 25, 1981, and duly recorded the same in the office of
the Recorder of Marion County, Indiana as Instrument Number 81-39794;
and,

WHEREAS, Declarant executed the Second Amendment to the Declara-
tion on January 31, 1982, and duly recorded the same in the office of
the Recorder of Marion County, Indiana, as Instrument Number
82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declara-
tion on July 9, 1982, and duly recorded the same in the office of
the Recorder of Marion County, Indiana, as Instrument Number
82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to the Declara-
tion on November 12, 1982, and duly recorded the same in the office
of the Recorder of Marion County, Indiana, as Instrument Number
82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto
which was duly recorded in said office of the Recorder of Marion
County, Indiana, as Instrument Number 82-67078 on November 30, 1982;
and,

WHEREAS, Declarant executed the Fifth Amendment to the Declara-
tion on March 3, 1983, and recorded the same in the office of the
Recorder of Marion County, Indiana, as Instrument Number 83-14530;
and,

WHEREAS, Declarant executed the Sixth Amendment to the Declara-
tion on August 17, 1983, and duly recorded the same in the office of
the Recorder of Marion County, Indiana, as Instrument Number
83-58698; and,

WHEREAS, Declarant executed a certain amendment to the Fifth
and Sixth Amendments on October 17, 1983, which was duly recorded
in the office of the Recorder of Marion County, Indiana, as
Instrument Number 83-80009; and,

WHEREAS, Declarant executed the Seventh Amendment to the
Declaration on January 16, 1984, and duly recorded the same in the
office of the Recorder of Marion County, Indiana as Instrument
Number 84-05011; and,

WHEREAS, Declarant executed the Eighth Amendment to the
Declaration on June 26, 1984, and duly recorded the same in the
office of the Recorder of Marion County, Indiana, as Instrument
Number 84-48587; and,

WHEREAS, Declarant executed the Ninth Amendment to the Declara-
tion on January 18, 1985, and duly recorded the same in the office
of the Recorder of Marion County, Indiana, as Instrument Number
85-5923; and,

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RECORDER-MARION CO.
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WHEREAS, Declarant executed the Tenth Amendment to the Declaration on January 18, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-06532; and,

WHEREAS, Declarant executed the Eleventh Amendment to the Declaration on May 23, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-41170; and,

WHEREAS, Declarant executed the Twelfth Amendment to the Declaration on July 11, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-58051; and,

WHEREAS, Declarant executed the Thirteenth Amendment to the Declaration on July 11, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-58693; and,

WHEREAS, Declarant executed the Fourteenth Amendment to the Declaration on November 5, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-99021; and,

WHEREAS, Declarant executed the Fifteenth Amendment to the Declaration which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-105199 on November 27, 1985; and,

WHEREAS, Declarant executed the Sixteenth Amendment to the Declaration which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument Number 86-26973 on April 2, 1986; and,

WHEREAS, Declarant desires to add certain real estate and improvements and thereby expand the Chapel Pines Horizontal Property Regime, as contemplated by the Declaration;

NOW, THEREFORE, Declarant hereby makes this Seventeenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime units numbered 79 through 82, inclusive and 91 through 102, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Sixteen" dated June 2, 1986, certified by William R. Cole, Registered Land Surveyor Number 10621.

3. Pursuant to the provisions of said Declaration, and all Amendments thereto, including this Amendment, the percentage interest appertaining to each unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 0.819 percent.

IN WITNESS WHEREOF, the undersigned has caused this Seventeenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

860050555

R & P ENTERPRISES, INC.
d/b/a R. P. MILHOUSE

By *Diane M. Hibbeln*
Diane M. Hibbeln, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Hibbeln, the Vice President of R & P Enterprises, Inc., now d/b/a R. P. Milhouse, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that she did so with proper authority of the Board of Directors of said corporation, and that all corporate action necessary for the making of this instrument has been taken and done.

WITNESS my hand and Notarial Seal this 11 day of June, 1986.

Kathy L. Henderson
(signature)
KATHY L. HENDERSON
(printed name) Notary Public

My Commission Expires:

10-3-88

County of Residence:

MARION

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

860050555

Part of the Northeast corner of the Northeast Quarter of Section 4, township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Section; thence South 01°01'44" West on and along the East line of said Quarter Section 680.00 feet; thence North 88°58'16" West 160.00 feet along the North line of Chapel Pines - Section 9 as recorded in the Office of the Recorder in Marion County as Instrument #85-C5924; thence North 54°30'00" West along the North line of Chapel Pines - Section 7 as Recorded in the Office of the Recorder of Marion County by instrument #84-05012 a distance of 137.84 feet; thence South 00°00'00" East along said North line 62.55 feet; thence North 90°00'00" West along said North line of said Section 7 and along Section 11 as recorded in said Recorder's Office by Instrument #85-41171 a distance of 340.00 feet; thence South 00°00'00" West along said North line of said Section 11, 50.00 feet; thence South 90°00'00" West along said North line of said Section 11, 106.84 feet; thence North 01°35'06" West along the North line of said Section 33.99 feet; thence North Westerly along a curve to the left having a radius of 483.24 and a length of 116.11 feet; thence North 90°00'00" West 36.40 feet; thence North 16°35'06" West 52.50 feet; thence North 90°00'00" West 70.66 feet to the point of beginning of this description; thence continue North 90°00'00" West 201.00 feet; thence South 07°21'50" East along the East line of Section 15 as recorded in the Office of the Recorder of Marion County, Indiana 332.94 feet; thence North 83°23'45" East along the North line of Section 12 as recorded in the Office of the Recorder of Marion County, Indiana, 120.00 feet; thence North 07°21'50" East 152.90 feet thence South 87°00'41" East 96.22 feet; thence North 02°59'19" East, along the West line of Sections 11 and 13 as recorded in the Office of the Recorder of Marion County, Indiana, 170.00 feet to the beginning point of this description. Containing 1.22 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

860050555

CROSS REFERENCE

860050943

CROSS REFERENCE

CORRECTIVE SEVENTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME

THIS CORRECTIVE SEVENTEENTH AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Corrective Seventeenth Amendment"), made this 13 day of June, 1986, by R & P ENTERPRISES, INC., now d/b/a R. P. MILHOUSE, a California corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" (hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument Number 81-25548; and,

WHEREAS, Declarant executed a certain Seventeenth Amendment to the Declaration on June 11, 1986, which was recorded June 12, 1986 in the office of the Recorder of Marion County, Indiana as Instrument No. 86-50555; and,

WHEREAS, due to a scrivener's error, paragraph 2 of said Seventeenth Amendment to the Declaration stated that the same included Dwelling Units numbered 91 through 94, inclusive, although such units were in fact not contained in the plat referenced therein, and paragraph 3 of the same incorrectly stated the Percentage Interest applicable as a result of such error;

WHEREAS, Declarant desires to correct said errors;

NOW, THEREFORE, Declarant makes this Corrective Seventeenth Amendment, by which paragraphs 2 and 3 of the said Seventeenth Amendment to Declaration is corrected to read as follows:

"2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime units numbered 79 through 82, inclusive, and 95 through 102, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Sixteen" dated June 2, 1986, certified by William R. Cole, Registered Land Surveyor Number 10621.

3. Pursuant to the provisions of said Declaration, and all Amendments thereto, including this Amendment, the Percentage Interest appertaining to each unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 0.847 percent."

IN WITNESS WHEREOF, the undersigned has caused this Corrective Seventeenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R & P ENTERPRISES, INC. -
d/b/a R. P. MILHOUSE

By: Diane M. Hibbeln
Diane M. Hibbeln, Vice President

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: JUNE 13, 1986
By: P. D. Hinkle
PHILLIP D. HINKLE
ASSESSOR

RECORDED
JUN 13 1986 15 23 00
MARION COUNTY, INDIANA

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BY: LAUGHLIN
ORDER - MARION CO.
JUN 13 12 35 PM '86

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Diane M. Hibbeln, the Vice President of R & P Enterprises, Inc., now d/b/a R. P. Milhouse, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that she did so with proper authority of the Board of Directors of said corporation, and that all corporate action necessary for the making of this instrument has been taken and done.

WITNESS my hand and Notarial Seal this 12 day of June, 1986.

Signature *Kathy R. Henderson*
Printed KATHY R. HENDERSON
NOTARY PUBLIC

My commission expires:

10-3-88

Resident of Marion County.

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

8600509-13

Part of the Northeast corner of the Northeast Quarter of Section 4, township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Section; thence South 01°01'44" West on and along the East line of said Quarter Section 680.00 feet; thence North 88°58'16" West 160.00 feet along the North line of Chapel Pines - Section 9 as recorded in the Office of the Recorder in Marion County as Instrument #85-05924; thence North 54°30'00" West along the North line of Chapel Pines - Section 7 as recorded in the Office of the Recorder of Marion County by instrument #84-05012 a distance of 137.84 feet; thence South 00°00'00" East along said North line 62.55 feet; thence North 90°00'00" West along said North line of said Section 7 and along Section 11 as recorded in said Recorder's Office by Instrument #85-41171 a distance of 340.00 feet; thence South 00°00'00" West along said North line of said Section 11, 50.00 feet; thence South 90°00'00" West along said North line of said Section 11, 106.84 feet; thence North 01°35'06" West along the North line of said Section 33.99 feet; thence North Westerly along a curve to the left having a radius of 483.24 and a length of 116.11 feet; thence North 90°00'00" West 36.40 feet; thence North 16°35'06" West 52.50 feet; thence North 90°00'00" West 70.66 feet to the point of beginning of this description; thence continue North 90°00'00" West 201.00 feet; thence South 07°21'50" East along the East line of Section 15 as recorded in the Office of the Recorder of Marion County, Indiana 332.94 feet; thence North 83°23'45" East along the North line of Section 12 as recorded in the Office of the Recorder of Marion County, Indiana, 120.00 feet; thence North 07°21'50" East 152.90 feet thence South 87°00'41" East 96.22 feet; thence North 02°59'19" East, along the West line of Sections 11 and 13 as recorded in the Office of the Recorder of Marion County, Indiana, 170.00 feet to the beginning point of this description. Containing 1.22 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

860050913

EXHIBIT A

APR 7 1986
7:00/21900

860073752

EIGHTEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: 8-7-86
By: [Signature]
PHILLIP D. HINKLE
ASSESSOR

THIS EIGHTEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Eighteenth Amendment"), made this 6 day of August, 1986, by R&P ENTERPRISES, INC., now d/b/a R.P. WILHOUSE, a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14533; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to Declaration on January 16, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-05011; and,

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the

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office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170; and

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 11, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58051;

WHEREAS, Declarant executed a certain Thirteenth Amendment to Declaration on July 11, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-58693; and

WHEREAS, Declarant executed a certain Fourteenth Amendment to Declaration on November 5, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-99021; and

WHEREAS, Declarant executed a certain Fifteenth Amendment to Declaration on November 22, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-105199; and

WHEREAS, Declarant executed a certain Sixteenth Amendment to Declaration on March 17, 1986 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-26973; and

WHEREAS, Declarant executed a certain Seventeenth Amendment to Declaration on June 11, 1986 and duly recorded the same on June 12, 1986 in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-50555; and

WHEREAS, Declarant executed a certain Corrective Seventeenth Amendment to Declaration on June 13, 1986 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-50943; and

WHEREAS, Declarant desires to add certain real estate and improvements and thereby expand the Chapel Pines Horizontal Property Regime, as contemplated by the Declaration;

NOW, THEREFORE:

Declarant hereby makes this Eighteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

860073752

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 21 through 24, which are situated

on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Seventeen" dated June 2, 1986, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 0.819%.

IN WITNESS WHEREOF, the undersigned has caused this Eighteenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.
d/b/a/ R.P. MILHOUSE

By Talbot W. Denny
Talbot W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice President of R&P Enterprises, Inc., now d/b/a R.P. Milhouse, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

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

Kathy L. Henderson
Signature

KATHY L. HENDERSON
Printed Notary Public

My Commission Expires:
10-3-88

My County of Residence:
MARION

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 235-2418.

860073752

CHAPEL PINES--SECTION SEVENTEEN

LEGAL DESCRIPTION

This plat said Chapel Pines--Section Seventeen is a part of the Northeast Corner of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County Indiana, being more particularly described as follows to-wit:

Commencing at the Northeast Corner of said Quarter section; thence S 01°01'44" W on and along the East line of said Quarter section 1220.00 feet; thence N 88°58'16" W on and along the Southerly line of Chapel Pines Section 1, 2 & 3 as previously recorded in the Office of the Recorder of Marion County, Indiana 180.00 feet; thence N 72°00'00" W on and along the Southerly line of said Sections 477.00 feet to the point of beginning of this description. Thence N 18°00'00" E along the West line of Section Two as recorded in the Office of the Recorder of Marion County 106.97 feet; thence N 83°00'00" W along the South line of Section Five as recorded in the Office of the Recorder Marion County, Indiana. A distance of 28.37 feet; thence N 67°37'49" W along the South line of Section Seven as recorded in the Office of the Recorder Marion County, Indiana a distance of 65.41 feet; thence S 13°13'27" W along the East line of Section 8 as recorded in the Office of the Recorder Marion County, Indiana a distance of 123.07 feet; thence S 83°00'00" E along the South line of Chapel Pines 84.37 feet to the beginning point containing 0.23 acres more or less and subject to all legal highways, right-of-way and easements of record.

Declarations of restrictions, Chapel Pines--Section Seventeen Homeowner's Association, Inc., as recorded in Instrument Number ~~86-96752~~ in the Office of the Recorder of Marion County, Indiana.

860073752

CROSS REFERENCED
DULY ENTERED
FOR TAXATION

AUG 7 86021902

COUNTY CLERK
Marion County

860073754

WAYNE TOWNSHIP
ASSESSOR
FLAT APPROVED

950
④

Date: 8-7-86

By: *J. Campbell*
PHILLIP D. HINKLE
ASSESSOR

NINETEENTH AMENDMENT TO THE
DECLARATION OF THE
HORIZONTAL PROPERTY OWNERSHIP
OF CHAPEL PINES
HORIZONTAL PROPERTY REGIME

THIS NINETEENTH AMENDMENT TO THE DECLARATION OF THE HORIZONTAL PROPERTY OWNERSHIP OF CHAPEL PINES HORIZONTAL PROPERTY REGIME ("Nineteenth Amendment"), made this 6 day of August, 1986, by R&P ENTERPRISES, INC., now d/b/a R.P. MILHOUSE, a California Corporation, hereinafter referred to as "Declarant";

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of Horizontal Property Ownership of Chapel Pines Horizontal Property Regime" ("hereinafter called "Declaration"), which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 81-25548; and,

WHEREAS, Declarant executed its First Amendment to the Declaration on June 25, 1981, and duly recorded the same in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-39794; and,

WHEREAS, Declarant executed the Second Amendment to the Declaration on January 31, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-07919; and,

WHEREAS, Declarant executed the Third Amendment to the Declaration on July 9, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-37176; and,

WHEREAS, Declarant executed the Fourth Amendment to said Declaration on November 12, 1982, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 82-64090; and,

WHEREAS, Declarant executed its Amended Fourth Amendment thereto which was duly recorded in said Office of the Recorder of Marion County, Indiana, as Instrument No. 82-67078 on November 30, 1982; and,

WHEREAS, Declarant executed the Fifth Amendment to said Declaration on March 3, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-14530; and,

WHEREAS, Declarant executed the Sixth Amendment to said Declaration on August 17, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-58698; and,

WHEREAS, Declarant executed a certain Amendment to the Fifth and Sixth Amendments on October 27, 1983 which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-80009; and,

WHEREAS, Declarant executed a certain Seventh Amendment to Declaration on January 16, 1984 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-05011; and,

WHEREAS, Declarant executed a certain Eighth Amendment to Declaration on June 26, 1984 and duly recorded the same in the

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office of the Recorder of Marion County, Indiana, as Instrument No. 84-48587; and

WHEREAS, Declarant executed a certain Ninth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-5923; and

WHEREAS, Declarant executed a certain Tenth Amendment to Declaration on January 18, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-06532; and

WHEREAS, Declarant executed a certain Eleventh Amendment to Declaration on May 23, 1985 and duly recorded the same in the office of the Recorder of Marion County as Instrument No. 85-41170; and

WHEREAS, Declarant executed a certain Twelfth Amendment to Declaration on July 11, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-58051;

WHEREAS, Declarant executed a certain Thirteenth Amendment to Declaration on July 11, 1985, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument Number 85-58693; and

WHEREAS, Declarant executed a certain Fourteenth Amendment to Declaration on November 5, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-99021; and

WHEREAS, Declarant executed a certain Fifteenth Amendment to Declaration on November 22, 1985 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 85-105199; and

WHEREAS, Declarant executed a certain Sixteenth Amendment to Declaration on March 17, 1986 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-26973; and

WHEREAS, Declarant executed a certain Seventeenth Amendment to Declaration on June 11, 1986 and duly recorded the same on June 12, 1986 in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-50555; and

WHEREAS, Declarant executed a certain Corrective Seventeenth Amendment to Declaration on June 13, 1986 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-50943; and

WHEREAS, Declarant executed a certain Eighteenth Amendment to Declaration on August 7, 1986 and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 86-73752; and

WHEREAS, Declarant desires to add certain real estate and improvements and thereby expand the Chapel Pines Horizontal Property Regime, as contemplated by the Declaration;

NOW, THEREFORE: **860073754**

Declarant hereby makes this Nineteenth Amendment to the Declaration, and the same is incorporated into said Declaration, as follows:

1. Declarant hereby adds to the Chapel Pines Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the Chapel Pines Horizontal Property Regime Units Numbered 91 through 94, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "Chapel Pines - Section Eighteen" dated June 24, 1986, certified by William R. Cole, Registered Land Surveyor No. 10621.

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in Chapel Pines Horizontal Property Regime is hereby adjusted and revised to equal 0.793%.

IN WITNESS WHEREOF, the undersigned has caused this Nineteenth Amendment to the Declaration of the Horizontal Property Ownership of Chapel Pines Horizontal Property Regime to be executed as of the date first above written.

R&P ENTERPRISES, INC.
d/b/a/ R.P. MILHOUSE

By Talbot W. Denny
Talbot W. Denny,
Vice President

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, the Vice President of R&P Enterprises, Inc., now d/b/a R.P. Milhouse, who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority the Board of Directors of said Corporation, and that all corporate action necessary for the making of this Instrument has been taken and done.

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

Kathy L. Henderson
Signature
KATHY L. HENDERSON
Printed Notary Public

My Commission Expires: 10-3-88
My County of Residence: MARION

860073754

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282, (317) 236-2418.

CHAPEL PINES---SECTION EIGHTEEN

LEGAL DESCRIPTION

This plat said Chapel Pines---Section Eighteen is a part of the Northeast Quarter of the Northeast Quarter of Section 4, Township 15 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast Corner of said Section; thence South 01°01'44" West on and along the East line of said Quarter Section 680.00 feet; thence North 88°58'16" West 160.00 feet along the North line of Chapel Pines---Section 9 as recorded in the Office of the Recorder of Marion County as Instrument #85-05924; thence North 54°30'00" West along the North line of Chapel Pines---Section 7 as recorded in the Office of the Recorder of Marion County by Instrument #84-05012 a distance of 137.84 feet; thence South 00°00'00" East along said North line 62.55 feet; thence North 90°00'00" West along said North line of said Section 7 and along Section 11 as recorded in said Recorder's Office by Instrument #85-41171 a distance of 340.00 feet; thence South 00°00'00" West along said North line of said Section 11 50.00 feet; thence South 90°00'00" West along said North line of said Section 11, 106.84 feet; thence North 01°35'06" West along the North line of said Section 33.99 feet; thence North Westerly along a curve to the left having a radius of 483.24 and a length of 116.11 feet; thence North 90°00'00" West 36.40 feet; thence North 16°35'06" West 52.50 feet; thence North 90°00'00" West 70.66 feet; thence South 02°59'19" West along the East line of Section 16 as recorded as Instrument # 86-26973 in the Office of the Recorder in Marion County, Indiana a distance of 170.00 feet to the point of beginning of this description; thence North 87°00'41" West along a South line of said Section 16, 96.22 feet; thence South 07°21'50" West along an East line of said Section 16 152.90 feet; thence North 83°23'45" East along the North line of Section 12 as recorded in the Office of the Recorder of Marion County, Indiana 30.0 feet; thence South 84°30'00" East along the North line of Section 8, 79.17 feet; thence North 02°59'19" East along the West line of Sections 11 and 13 as recorded in the Office of the Recorder of Marion County, Indiana 150.96 feet to the beginning point containing 0.35 acres more or less and subject to all legal highways rights-of-way and easements of record.

Declaration of restrictions, Chapel Pines---Section Eighteen Homeowners Association, Inc., as recorded in Instrument # 86-73754 in the Office of the Recorder of Marion County, Indiana.

860073754

CROSS REFERENCE

580015658

AMENDMENTS TO THE
DECLARATION, BYLAWS AND COVENANTS OF
CHAPEL PINES CO-OWNERS ASSOCIATION, INC.

THESE AMENDMENTS, made this 18th day of November, 1987, by the Chapel Pines Co-Owners Association, Inc., a Not-for-Profit Indiana Corporation (hereinafter known as the "Association"), states herewith:

WITNESSETH:

THESE AMENDMENTS are adopted simultaneously with the execution of a certain Declaration and Bylaws, duly recorded on the 1st day of May, 1981, in the Office of the Recorder, County of Marion, State of Indiana, as Instrument No. 81-25548, to which these Amendments are attached and made a part thereof. The Declaration and Bylaws are incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Amendments. The definitions and terms as defined and used in the Declaration and Bylaws shall have the same meaning in these Amendments, and reference is specifically made to Paragraph I of the Declaration, containing definitions of terms. The provisions of these Amendments shall apply to the property and the administration and conduct of the affairs of the Association.

PURSUANT TO Article VII, Amendment to Bylaws, Section 7.01., these Amendments have been passed by a vote of not less than fifty-one percent (51%) of the vote of the Co-Owners in a duly constituted meeting called for such a purpose, as required herein.

NOW, THEREFORE, the Association hereby Amends the Declaration and Bylaws, to-wit:

AMENDMENT I

Article II

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Wednesday of November each calendar year. At the annual meeting, the Co-Owners shall elect the Board of Managers of the Association, in accordance with the provision of these Bylaws, and transact such other business as may properly come before the meeting.

AMENDMENT II

Article III

Section 3.08. Limitation on Board Action. After the tenure of the initial Board of Managers, the authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00) without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) Supervision of, and full authority regarding replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received, and;
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-Owners at the annual meeting.

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MARION COUNTY RECORDER

THE AMENDMENTS are subject to the Declaration and Code-of-Bylaws of Chapel Pines Co-Owners Association, Inc., dated May 1, 1981, and recorded as Instrument No. 81-25548 in the Office of the Recorder of Marion County, Indiana.

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

CHAPEL PINES CO-OWNERS ASSOCIATION, INC.,
A Not-for-Profit Indiana Corporation
(The "Association")

By: Glenda Mercer
Glenda Mercer, 1st Vice President
Chapel Pines Co-Owners Association, Inc.

ATTEST: C Cheryl Wilson
Cheryl Wilson, Secretary
Chapel Pines Co-Owners Association, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, on this 17th day of February, 1988.

Julie A. Dodt
Notary Public

JULIE A DODT
(Printed)

My Commission Expires:

June 13, 1989

Residing in MARION County.

880015658

THIS INSTRUMENT PREPARED BY:

Julie A. Dodt

880015658

890019188

CROSS REFERENCE

AGB
CROSS REFERENCE

AMENDMENTS TO THE CODE OF BY-LAWS OF
CHAPEL PINES CO-OWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT INDIANA CORPORATION

These amendments made this 9th day of November, 1988, by the Chapel Pines Co-Owners Association, Inc. a Not-For-Profit Indiana Corporation (hereinafter known as "the Association"), states the following:

W I T N E S S E T H:

WHEREAS, these Amendments are adopted November 9, 1988, and are to be referenced to the Declaration of the Horizontal Property Owners' of Chapel Pines Horizontal Property Regime and the Code of By-Laws of Chapel Pines Co-Owners Association, Inc. duly recorded on the 1st day of May, 1981, in the Office of the Recorder, County of Marion, State of Indiana, as Instrument Number 81-25548 and are to be further referenced to Amendments to said Declarations, By-Laws and Covenants of Chapel Pines Co-Owners Association, Inc. duly recorded on the 22nd day of February, 1988, in the Office of the Recorder, County of Marion, State of Indiana, as Instrument Number 88-0015658, to which these Amendments are attached and made a part thereof. The Declarations and By-Laws and Amendments thereto are incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these Amendments. The definitions and terms as defined and used in the Declarations and By-Laws shall have the same meaning as in these Amendments, and reference is specifically made to Paragraph I of the Declara-

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tions, containing definitions of terms. The provisions of these Amendments shall apply to the property and the administration and conduct of the affairs of the Association; and

WHEREAS, pursuant to Article VII, Amendment to By-Laws, Section 7.01, these Amendments have been passed by a vote of not less than fifty-one percent (51%) of the vote of the co-owners in a duly constituted meeting called for such purpose;

NOW, THEREFORE, the Association hereby amends the Declarations and By-Laws as follows:

AMENDMENT I

ARTICLE VII - SECTION 7.01

The By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the vote of the co-owners in a duly constituted meeting called for such purpose.

AMENDMENT II

ARTICLE VI - SECTION 6.01(1)

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

AMENDMENT III

ARTICLE III - SECTION 3.02

Section 3.2 of the Initial Board of Managers shall be completely deleted from the Code of By-Laws.

890019188

THESE AMENDMENTS are subject to the Declarations and Code of By-Laws of Chapel Pines Co-Owners Association, Inc. dated May 1, 1981 and appropriate amendments thereto, as such instruments are duly recorded in the Office of the Recorder of Marion County, Indiana.

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

CHAPEL PINES CO-OWNERS ASSOCIATION, INC.,
A NOT-FOR-PROFIT INDIANA CORPORATION

By Judith Daugherty
President, Chapel Pines Co-Owners
Association, Inc. Judith Daugherty

ATTEST:

Reggie S. Thompson
Secretary, Chapel Pines
Co-Owners Association, Inc.
Reggie S. Thompson

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 12 day of February, 1989.

My Commission Expires:

April 22, 1991

Mary L. Harmon
Notary Public

MARY L. HARMON
Printed

Residing in Hendricks
County, Indiana

* This instrument prepared by Gary Dilk, Buschmann, Carr & Shanks, P.C., 1015 Merchants Plaza, East Tower, Indianapolis, Indiana 46204, telephone number (317) 636-5511.

8

SPECIAL AMENDMENT TO THE CODE OF BY-LAWS
OF CHAPEL PINES CO-OWNERS ASSOCIATION, INC.
FOR ESTABLISHMENT OF GUIDELINES AND RULES
FOR RENTAL OF DWELLING UNITS

This Special Amendment made this 19th day of May,
1993, by the Chapel Pines Co-Owners Association, Inc., a Not-For-
Profit Indiana Corporation (hereinafter known as "the Associa-
tion"), states the following:

WITNESSETH THAT:

WHEREAS, there is presently in full force and effect the
following instruments containing various declarations, covenants
and restrictions controlling and governing the real estate
development commonly known as "Chapel Pines Condominiums" as
follows:

Declaration of the Horizontal Property Ownership Chapel Pines
Horizontal Property Regime and the Code of By-laws of Chapel Pines
Co-Owners Association, Inc. duly recorded on the 1st day of May,
1981, in the Office of the Recorder, County of Marion, State of
Indiana, as Instrument Number 81-25548 and two (2) Amendments to
said Declarations, By-Laws and Covenants of Chapel Pines Co-Owners
Association, Inc., the first being duly recorded on the 22nd day of
February, 1988, in the Office of the Recorder, County of Marion,
State of Indiana, as Instrument Number 88-0015658, and the second
being duly recorded on March 1, 1989, in the Office of the
Recorder, County of Marion, State of Indiana, as Instrument Number
890019188;

WHEREAS, the Association desires to amend said Declarations,
By-Laws and Amendments for the purposes to adopt a Special

Amendment for establishing a set of guidelines and rules related to the rental of dwelling units located within the subject property;

WHEREAS, the Declarations and By-laws and Amendments are incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities contained in such documents shall apply to and govern the interpretation of this Special Amendment. The definitions and terms as defined and used in the Declarations and By-Laws shall have the same meaning as in this Special Amendment, and reference is specifically made to Paragraph 1 of the Declarations, containing definitions of terms. The provisions of this Amendment shall apply to the property and the administration and conduct of the affairs of the Association; and

WHEREAS, pursuant to Article VII, Amendment to By-Laws, Section 7.01, and Amendments thereto, this Special Amendment has been passed by a vote of not less than seventy-five percent (75%) of the vote of the co-owners in a duly constituted meeting called for such purpose;

NOW, THEREFORE, the Association hereby amends the Declarations and By-Laws to include this Special Amendment as follows:

Article VI, Restrictions on Use, of the By-Laws shall now include a new subsection (0) as follows:

Subsection (0) Guidelines and Rules for the Rental of Dwelling Units: All Dwelling Units shall be leased by any Owner subject to strict and complete compliance with the following guidelines, rules and requirements:

(i) Notice of Intention to Lease Dwelling Unit and Application to Board. No Owner shall lease a Dwelling Unit or enter into any other rental or letting arrangement for a Dwelling Unit without the prior written consent of the Board of Directors. Any Owner desiring to enter into a lease shall make written application to the Board of Directors at the address of the current management company stating the date on which the Dwelling Unit will be available to rent. Within ten (10) business days following the receipt of the notification, the Board of Directors shall issue its written response to the Owner of said Dwelling Unit.

(ii) Acquisition of Credit History Upon Renters. It is recommended that all Owners obtain a credit history check upon all prospective renters.

Following the acquisition of written consent from each prospective renter provided by an Owner, the current management company will complete a credit check on behalf of the Owner if the current management company is a member of a credit bureau. The Owner will be the sole bearer of the cost of conducting the credit check. The evaluation of the information received from such service and the selection of any appropriate renter will be made solely by the Owner. It is the Owner's responsibility to check with the current management company to see if it is a member of a credit bureau and to request the credit history check. The Board has the right to make an inquiry with the current management company to determine whether the credit history check has been made and to make sure the Owner has complied with these provisions.

(iii) Maintenance of Character of Community as Owner-Occupied. It is the intentions and desires of the Association and its Member to substantially maintain the character of the Chapel Pines Condominium Subdivision as an owner-occupied residential community. To maintain such character, the following rules shall be strictly enforced and applied.

Seventy percent (70%) of the total number of Dwelling Units shall remain as the principal place of residence for owner-occupied Dwelling Units. Only thirty percent (30%) of the total number of Dwelling Units may be rented at any time. Only five (5) percent may be rented by investors.

The Board of Directors shall not accept or approve any applications for leases if such application would result in the Association not maintaining the ratio of seventy percent (70%) of the total of all Dwelling Units being the principal place of residence for owner-occupied Dwelling Units.

(iv) Federal National Mortgage Association's Considerations. No application shall be approved which will cause Chapel Pines Condominiums to lose Fannie Mae backing for the issuance of mortgages within Chapel Pines. A criteria used by the Board of Directors in approving or disapproving written consent to lease shall be the current applicable percentages of the Federal National Mortgage Association, ("Fannie Mae") with respect to the issuance of mortgages.

(v) Required Terms of Lease. All leases shall be in writing, and no lease shall be entered into for a term of less than one (1)

year. All leases shall specify that the Dwelling Unit shall be used exclusively for residential purposes and no Dwelling Unit may be divided or subdivided into smaller units or any portion thereof sold, leased, sublet or otherwise transferred. Leases may not be assigned and no Dwelling Unit may be subleased. No Dwelling Unit shall be rented for transient or hotel purposes. All leases shall contain adequate provisions to require that the lessee shall comply with all the terms and conditions of Declarations and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a Member of the Association. Each lease further shall provide for direct action by the Association against the lessee to required compliance with all rules and regulations governing the Subdivision, with or without joinder of the Owner, at the Association's option.

(vi) Notice of Identity of Renters. Prior to any renter taking possession of a Dwelling Unit, the Owner shall provide to the Board of Directors the name of the leaseholder and/or principal resident of such Unit. Any changes in the occupants residing in the Dwelling Unit shall be immediately reported to the Board of Directors by the Owner.

(vii) Notification of Rules and Regulations to Renters by Owner. It shall be the responsibility and duty of an Owner to fully and completely inform all renters of the existence of the Declarations, By-Laws, Architectural Guidelines and all rules and regulations governing the Chapel Pines Condominium Subdivision. An

Owner shall provide copies of the Declarations, By-Laws, Architectural Guidelines and rules and regulations to all renters prior to any execution of a lease.

(viii) Owners's Liability for Monthly Assessments. All owners shall be held solely responsible for all monthly assessments levied by the Association during the term of the lease, pursuant to the terms of the Declarations and the By-Laws.

(ix) Owner Not Released from Liability and Association's Remedies. No lease shall provide, or be interpreted or construed to provide, for the release of an Owner from the responsibility to the Association for compliance with the provisions of the Declarations, the By-Laws and any rules and regulations of the Association, or from an Owner's personal liability to the Association for assessments.

In the event a renter fails to comply with the provisions of the Declarations, the By-Laws or any rules and regulations, the Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within ten (10) days after such notice. If such violation(s) is not remedied within said ten (10) days period, the Board of Directors may start assessing fines against the Owner. In the event an Owner fails to fulfill the foregoing obligation, then the Board of Directors shall have the right, but not the duty either to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for an Owner and at an Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses

shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Dwelling Unit involved, and collection thereof may be enforced by the Board of Directors in the same manner as the Board of Directors is entitled to enforce collection of monthly assessments.

(x) Association Reserves Right to Void Lease for Cause. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Special Amendment shall be voidable at the election of the Association or any other party having the right to enforce these provisions, except that neither party to such lease may assert the provision of this Special Amendment to avoid obligations thereunder.

THIS SPECIAL AMENDMENT is subject to the Declarations and Code of By-Laws of Chapel Pines Co-Owners Association, Inc. dated May 1, 1981, and appropriate Amendments thereto, as such instruments are duly recorded in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned have caused this Special Amendment to be executed the day and year first above written.

CHAPEL PINES CO-OWNERS ASSOCIATION, INC.,
A NOT-FOR-PROFIT INDIANA CORPORATION

By: Donald R. Cinklin
President, Chapel Pines Co-Owners
Association, Inc.

DONALD R. CINKLIN

ATTEST:

Mary L. Newlin
Secretary, Chapel Pines Co-Owners
Association, Inc.

MARY L. NEWLIN

7

STATE OF INDIANA)
COUNTY OF MARION) SS:

Subscribed and sworn to before me, a Notary Public in and for
said County and State, this 17 day of May,
1993.

My Commission Expires:

4/22/95

Mary L. Harmon
Notary Public

County of Residence:

HENDRICKS

MARY L. HARMON
Printed Signature

This instrument prepared by Gary Dilk, Buschmann Carr &
Shanks, P.C., 1020 Market Tower, Ten West Market Street,
Indianapolis, Indiana 46204. Telephone: 317/636-5511.

41

**AMENDED AND RESTATED CODE OF BY-LAWS
OF CHAPEL PINES CO-OWNERS ASSOCIATION, INC.**

These Amended and Restated Code of By-Laws made this 11th
day of October, 1993, by the Chapel Pines Co-Owners
Association, Inc., a Mutual Benefit Not-For-Profit Indiana
Corporation (hereinafter known as "the Association") existing under
the laws of the State of Indiana, states the following:

WITNESSETH THAT:

WHEREAS, there is presently in full force and effect the
following instruments containing various declarations, covenants
and restrictions controlling and governing the real estate
development commonly known as "Chapel Pines Condominiums" located
in Marion County, Indiana as follows:

Declaration of the Horizontal Property Ownership Chapel Pines
Horizontal Property Regime and the Code of By-laws of Chapel Pines
Co-Owners Association, Inc. duly recorded on the 1st day of May,
1981, in the Office of the Recorder, County of Marion, State of
Indiana, as Instrument Number 81-25548 and three (3) Amendments to
said Declarations, By-Laws and Covenants of Chapel Pines Co-Owners
Association, Inc., the first being duly recorded on the 22nd day of
February, 1988, in the Office of the Recorder, County of Marion,
State of Indiana, as Instrument Number 88-0015658, and the second
being duly recorded on March 1, 1989, in the Office of the
Recorder, County of Marion, State of Indiana, as Instrument Number
830019188, and the third being duly recorded on May 19, 1993, in
the Office of the Recorder, County of Marion, State of Indiana, as
Instrument No. 1993-006-7928;

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Inst # 1993-0151321

WHEREAS, the Association desires to make certain amendments to its By-Laws to comply with the provisions of the Indiana Not-for-Profit Corporation Act of 1991;

WHEREAS, the Association further desires to restate its By-Laws and incorporate all prior amendments of such By-Law in one (1) instrument setting forth a current and complete set of such By-Laws;

WHEREAS, the Declarations and By-laws and Amendments thereto are incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities contained in such documents shall apply to and govern the interpretation of these Amended and Restated Code of By-Laws. The definitions and terms as defined and used in the Declaration and the original By-Laws shall have the same meaning as in these Amended and Restated Code of By-Laws and reference is specifically made to Paragraph 1 of the Declaration, containing definitions of terms. The provisions of these Amended and Restated Code of By-Laws shall apply to the property and the administration and conduct of the affairs of the Association; and

WHEREAS, pursuant to Article VII, Amendment to By-Laws, Section 7.01, and Amendments thereto, these Amended and Restated Code of By-Laws have been passed by a vote of not less than seventy-five percent (75%) of the vote of the Co-Owners in a duly constituted meeting called for such purpose;

NOW, THEREFORE, the Association hereby amends and restates its Code of By-Laws as follows:

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These Amended and Restated By-Laws ("By-Laws") are adopted due to the Association's need to make certain amendments to its original By-Laws to comply with provisions of the Indiana Not-For-Profit Act of 1991 and the Association's desires to make certain amendments and restate its original By-Laws and all amendments thereto into one (1) instrument setting forth a current, complete and updated set of By-Laws. The Declaration of the Horizontal Property Ownership Chapel Pines Horizontal Property Regime is incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, Co-owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Unit or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Indiana Not-For-Profit Act of 1991 ("Act").

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Co-Owners shall be held for the purpose of electing the Board of Managers, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Wednesday of November each calendar year. At the annual meeting, the Co-Owners shall elect the Board of Managers of the Association, in accordance with the provision of these By-Laws, and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution or petition as follows:

- (a) Upon resolution by the Association's President;
- (b) Upon resolution by the Board of Managers; or
- (c) Upon written petition signed and dated by at least ten percent (10%) of all Co-Owners. The close of business on the thirtieth (30th) day before delivery of the demand for a special meeting to a corporate officer is the record date for the purpose of determining if the ten percent (10%) requirement of this Section has been met.

The resolution or petition shall be presented to the President

or Secretary of the Association and shall state the purpose or purposes for which the meeting is to be called. No business shall be transacted at a special meeting, except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at designated facilities, located in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Co-Owners and, if applicable, to any mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Co-Owners at their address as it appears upon the records of the Association and to the mortgagee at the address as it appears on the records of the Association. Notice of such meeting to Co-Owners may be made as part of the Association's newsletter, magazine, or other publication regularly mailed to Co-Owners. If an annual, a regular, or a special meeting of the Co-Owners of the Association is adjourned to a different date, time, or place, notice is not required to be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) **Number of Votes.** To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Co-Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Co-Owner is entitled multiplied by ten (10). Thus, a Co-Owner with a Percentage Interest or Percentage Vote of .343 would be entitled to cast 34.30 votes.

(b) **Multiple Owners.** When the owner of a Dwelling Unit constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to the Unit. At the time of acquisition of title to a Unit by a multiple owner or a partnership, those persons constituting such owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representatives of such Unit, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his or her place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall constitute relinquishment of this right to act as voting representative for the Unit.

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

(d) PROXY. A Co-Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Co-Owner shall duly designate his or her attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) QUORUM. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, ten percent (10%) of the votes entitled to be cast on a matter constitutes a quorum on that matter.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. Such person shall call the meeting to order at the duly designated time and business will be conducted in the following order:

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

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

budget for the current year.

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

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

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

(6) Committee Reports. Reports of committee designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Managers.

(7) Adjournment.

Section 2.06. Action Taken Without Meeting; Approval of Action by Members Holding Eighty Percent (80%) of Votes Entitled to be Cast. Any action required or permitted to be approved by the Co-Owners may be taken without a meeting of the Co-Owners if the action is approved by the Co-Owners holding at least eighty percent (80%) of the votes entitled to be cast on the action. The action must be evidenced by at least one (1) written consent describing the action taken that meets the following conditions:

- (1) Is signed by the Co-Owners representing at least eighty percent (80%) of the votes entitled to be cast on the action; and
- (2) Is delivered to the Association for inclusion in the minutes or filing with the Association's records.

Requests for written consents must be delivered to all the Co-Owners.

The record date for the Co-Owners entitled to take action without a meeting is the date that first Co-Owner signs the consent.

A consent signed under this section:

- (1) has the effect of a meeting vote; and
- (2) may be described as such in any document.

Any action taken under this section is effective when the last Co-Owner necessary to meet the eighty percent (80%) requirement signs the consent unless a prior or subsequent effective date is specified in the consent.

Section 2.07. Waiver of Notices. A Co-Owner may waive a notice required by these By-laws before or after the date and time

stated in the notice. The waiver by the Co-Owner entitled to the notice must be as follows:

- (1) In writing
 - (2) Signed by the Co-Owner entitled to the notice.
 - (3) Delivered to the Association for inclusion in the minutes or filing with the Association's records.
- (b) A Co-Owner's attendance at a meeting:
- (1) waives objection to lack of notice or defective notice of the meeting, unless the Co-Owner at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and
 - (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose described in the meeting notice, unless the Co-Owner objects to considering the matter when the matter is presented.

Section 2.08. Action taken without meeting; delivery of written ballots to Co-Owners entitled to vote on matter.

An action that may be taken at an annual, a regular, or a special meeting of the Co-Owners may be taken without a meeting if the Association delivers a written ballot to every Co-Owner entitled to vote on the matter.

A written ballot must do the following:

- (1) Set forth each proposed action.
- (2) Provide an opportunity to vote for or against each proposed action.

Approval by written ballot under this Section is valid only

when the following occur:

(1) The number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action.

(2) The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

A solicitation of votes by written ballot must do the following:

(1) Indicate the number of responses needed to meet the quorum requirements.

(2) State the percentage of approvals necessary to approve each matter other than the election of managers.

(3) Specify the time which a ballot must be received by the corporation to be counted.

A written ballot may not be revoked.

ARTICLE III

Board of Managers

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Board of Managers shall be composed of at least three (3) persons. The constituency of such Board may be increased to nine (9) but that the number of members on the Board shall not exceed nine (9). No person shall be eligible to serve as a Manager unless he or she is a Co-owner.

Section 3.02. Additional Qualifications. Where a Co-Owner consists of more than one person or is a partnership, corporation, trust or legal entity, then one of the persons constituting the multiple owner, or a partner of an officer or trustee, shall be eligible to serve on the Board of Managers, except that no single Dwelling Unit may be represented on the Board of Managers by more than one person at a time.

Section 3.03. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association. The terms of the various Managers shall be staggered with three (3) year terms for each Manager. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Co-Owners if a Manager is removed in accordance with Section 3.04 of this Article III.

Section 3.04. Removal of Managers. Co-Owners may remove a Manager elected by the membership with or without cause. A Manager may be removed only if the number of votes cast to remove the Manager would be sufficient to elect the Manager at a meeting to elect Managers.

A Manager may not be removed if the number of votes sufficient to elect the Manager under cumulative voting is voted against the Manager's removal. A Manager elected by members may be removed by the members only at a meeting called for the purpose of removing the Manager. The meeting notice must state that the purpose of the meeting is the removal of the Manager.

Section 3.05. Duties of the Board of Managers. The Board of Managers shall provide for the administration of the Horizontal Property Regime Act, the maintenance, upkeep, and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) Protection, surveillance, and replacement of the Common areas and limited areas;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;
- (d) Surfacing, paving, and maintaining streets, parking areas, garages, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Co-Owners of the Co-Owner's pro-rata share of the Common Expenses.
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Co-Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Co-Owners a full accounting of all receipts and expenses incurred in the prior years; such accounting shall be delivered to each Co-Owner simultaneously with

delivery of the annual budget;

- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by a Co-Owner at any time during normal business hours.

Section 3.06. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

- (a) To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) To purchase for the benefit of the Co-Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) To produce for the benefit of the Co-Owners, fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Co-Owners and the Association;
- (d) To employ legal counsel, architects, contractors,

accountants, and others as in the judgment of the Board of Managers may by necessary or desirable in connection with the Business and affairs of the Co-Owners' Association, Inc.;

- (e) To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) To open and maintain a bank account or accounts in the name of the Association; and
- (g) To adopt, revise amend, and alter from time to time, reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property.

Section 3.07. Limitation on Board Action. The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00) without obtaining the prior approval of a majority of Co-Owners, except in the following cases:

- (a) Supervision of, and full authority regarding replacing or restoring portions of the Common Areas of Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received; and:
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-Owners at the annual meeting.

Section 3.08. Compensation. No Manager shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a majority of the Co-Owners.

Section 3.09. Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. The Secretary shall give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meetings.

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

Section 3.10. Standard of Conduct for Managers - Duties; reliance on statements of and information given by others; and conditions for liability.

A Manager shall, based on facts then known to the Manager, discharge duties as a manager, including the Manager's duties as a member of a committee, as follows:

- (1) In good faith;
- (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

(3) In a manner the Manager reasonably believes to be in the best interests of the Association.

In discharging the manager's duties, a Manager may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one (1) of the following:

(1) An officer or employee of the Association whom the Manager reasonably believes to be reliable and competent in the matters presented.

(2) Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the person's professional or expert competence.

(3) A committee of the Board of Managers of which the Manager is not a member if the Manager reasonably believes the committee merits confidence.

A Manager is not liable for an action taken as a manager, or failure to take an action unless the following conditions exist:

(1) The Manager has breached or failed to perform the duties of the manager's office in compliance with this Section.

(2) The breach or failure to perform constitutes willful misconduct or recklessness.

A Manager is not considered to be a trustee with respect to the Association or with respect to any property held or administered by the Association, including property that may be subject to restrictions imposed by the donor or transferor of the property.

Section 3.11. Grounds for Indemnification. If an individual is made a party to a proceeding because the individual is or was a Manager, the Association may indemnify the individual against liability incurred in the proceeding if:

- (1) the individual's conduct was in good faith; and
- (2) the individual reasonably believed:

(A) in the case of conduct in the individual's official capacity with the Association that the individual's conduct was in the Association's best interests; and

(B) in all other cases, that the individual's conduct was at least not opposed to the Association's best interests; and

- (3) in the case of any criminal proceeding, the individual:

(A) had reasonable cause to believe the individual's conduct was lawful; or

(B) had no reasonable cause to believe the individual's conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not determinative that a Manager did not meet the standard of conduct described in this Section.

Section 3.12. Manager Wholly Successful in Defense of Proceeding. The Association shall indemnify a Manager who was wholly successful, on the merits or otherwise, in the defense of a proceeding to which the Manager was a party, because the Manager is or was a manager of the Association, against reasonable expenses actually incurred by the Manager in connection with the proceeding.

Section 3.13. Reasonable Expense Payments in Advance of Final Disposition. The Association may pay for or reimburse the reasonable expenses incurred by a manager who is a party to a proceeding in advance of final disposition of the proceeding if the following occur:

(1) The Manager furnishes the Association a written affirmation of the Manager's good faith belief that the Manager has met the standard of conduct described in Section 3.10.

(2) The Manager furnishes a written undertaking, executed personally or on the Manager's behalf, to repay an advance if it is ultimately determined that the Manager did not meet the standard of conduct.

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification.

The undertaking required by this Section:

- (1) must be an unlimited general obligation of the Manager;
- (2) is not required to be secured; and
- (3) may be accepted without reference to financial ability to make repayment.

Determinations and authorizations of payments under this section shall be made in the manner specified in Section 3.15.

Section 3.14. Application to Court; Grounds for Ordering Indemnification. A Manager of the Association who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. The Association shall then comply with any order, entry or decree

issued by such court.

Section 3.15. Authorization of Indemnification; Evaluation as to Reasonableness of Expenses; Procedures of Board of Managers.

The Association may not indemnify a manager under Section 3.11 unless authorized in the specific case after a determination has been made that indemnification of the Manager is permissible in the circumstances because the Manager has met the standard of conduct set forth in Section 3.10.

The determination shall be made by one (1) of the following procedures:

(1) By the Board of Managers by majority vote of a quorum consisting of managers not at the time parties to the proceeding.

(2) If a quorum cannot be obtained under subsection 1, by majority vote of a committee designated by the Board of Managers consisting solely of at least two (2) Managers not at the time parties to the proceeding. Managers who are parties may participate in the designation.

By special legal counsel:

(a) selected by the Board of Managers or a committee of the Board of Managers in the manner prescribed in subdivision (1) or (2); or

(b) if a quorum of the Board of Managers cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2) selected by majority vote of the full Board of Managers, Managers who are parties may participate in the selection.

(3) By the Co-Owners. However, membership votes under the control of managers who are at the time parties to the proceeding may not be voted on the determination.

Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. However, if the determination is made by special legal counsel, authorization of indemnification and evaluation as to the reasonableness of expenses shall be made by those entitled under subsection (3) to select counsel.

Section 3.16. Loans to and Guarantees of Obligations of Managers. The Association may not:

- (1) lend money to; or
- (2) guarantee the obligation of;

a manager or an officer of the Association.

A loan or guaranty that is made in violation of this section does not affect the borrower's liability on the loan.

Section 3.17. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting shall, as to such Manager, constitute a waiver of notice of the terms, place, and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

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

Section 4.03. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Association. The President presides at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Co-

Owners as the President may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

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

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

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. The Treasurer shall immediately deposit all funds of

the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

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

Section 4.08. Indemnification of Officers, Employees and Agents. An officer of the Association, whether or not a manager, is entitled to:

(A) mandatory indemnification under Article III, Section 12;

and

(B) apply for court ordered indemnification under Article III, Section 14, in each case;

to the same extent as a manager;

The Association may indemnify and advance expenses to an officer, employee, or agent of the Association whether or not a manager, to the same extent as to a manager; and

The Association may indemnify and advance expenses to an officer, employee, or agent, whether or not a manager, to the extent and consistent with public policy that may be provided by general or specific action of the Association's Board of Managers, or contract.

ARTICLE V

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Co-Owner a financial statement, which statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Co-Owner prior to the annual meeting. The annual budget shall be submitted to the Co-Owners at the meeting of the Association for adoption and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-Owners, the budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Co-Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on

the Percentage Interest of each Unit as it relates to the total membership of the Association. Immediately following the adoption of the annual budget, each Co-Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, a Co-Owner may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Unit as of the first day of the month after adoption.

Section 5.04. Special Assessments. Each of the Co-Owners within the Property shall automatically and mandatorily be members in the Co-Owners' Association (the "Association") and entitled to all of the privileges and subject to all of the obligations thereof. All Dwelling Unit Owners by their acceptance of their deeds, covenants and agree to be bound by the conditions, restrictions, and obligations contained in the Article of Incorporation and regulations of the Co-Owners' Association and the provisions hereof. Each Dwelling Unit Owner shall pay the Association an annual assessment based on the Percentage Interest of each Unit as it relates to the Percentage Interest of the Unit Owner in the development, which assessment will be necessary to

provide for maintenance and repair of the Common Areas and Limited Common Areas, together with necessary insurance, reserve fund for replacements, maintenance, and operation of the community activities facilities of the Association, and for any other necessary function for such maintenance and operation of the Regime.

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

Each Co-Owner of a Building Unit shall pay to the Association a special assessment based upon the same Percentage Interest as the annual assessment as defined above, of the total sum approved to meet the costs and expenses as heretofore provided.

The amount of the annual assessment or of any special assessment provided for in this Section, against each Co-Owner shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of the assessment, and, upon default of payment within such period of time, such assessment shall be a lien against the

defaulting Co-Owner and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against a Building Unit shall be subordinate to any recorded first mortgage covering such Building Unit or, as the case may be, covering that part of the Property, if any, owned by the Declarant.

Both annual and special assessments may be collected on a monthly basis.

Section 5.03. Maintenance and Repairs. Every Co-Owner shall promptly perform all maintenance and repair within his or her own Building Unit which, if neglected, would adversely affect the value of the Property and is the responsibility of the Co-Owner to make personally. Such maintenance and repairs, include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories to the Co-Owner and appurtenant to the Building Unit.

ARTICLE VI

Restrictions on Use

Section 6.01. The following is a listing of restrictions on the use of enjoyment of the Building Unit, Common Areas, Limited Areas, and the Property and, are in addition, to those set forth in the Declaration. These restrictions are as follows:

- (a) All Building Units shall be used exclusively for residential purposes and occupancy for a single-family.

(b) No additional buildings shall be erected other than the Buildings designated in the Declaration and shown on the Plans.

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

(d) No waste shall be committed in the Units, Common Areas or Limited Areas.

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

(f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats, or customary household pets may be kept in a Building Unit, provided that such pet is not kept, bred, or maintained for any commercial

purpose, and does not create a nuisance. Pets shall be taken outdoors, only under leash and a Co-Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his or her pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon two (2) written notices from the Board to the respective Co-Owner.

(g) Nothing shall be done or permitted in any Building Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Building Unit or to be a nuisance, annoyance, inconvenience, or damage to other tenants or the Building or neighborhood, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

(h) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or expose on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by the Co-

Owners.

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

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

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

(l) No boats, campers, trailers of any kind, buses, mobile homes, commercial automobiles or trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description shall be permitted, parked or stored within the property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. The parking of any type or kind of vehicle

shall not be permissible upon streets.

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

(n) All trash or refuse shall be stored in appropriate containers inside the Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers.

(o) Guidelines and Rules for the Rental of Dwelling Units: All Dwelling Units shall be leased by a Co-Owner subject to strict and complete compliance with the following guidelines, rules and requirements:

(i) Notice of Intention to Lease Dwelling Unit and Application to Board. No Co-Owner shall lease a Dwelling Unit or enter into any other rental or letting arrangement for a Dwelling Unit without the prior written consent of the Board of Managers. Any Co-Owner desiring to enter into a lease shall make written application to the Board of Managers at the address of the current management company stating the date on which the Dwelling Unit will be available to rent. Within ten (10) business days following the receipt of the notification, the Board of Managers shall issue its written response to the Co-Owner of said Dwelling Unit.

(ii) Acquisition of Credit History Upon Renters. It is recommended that all Co-Owners obtain a credit history check upon all prospective renters.

Following the acquisition of written consent from each prospective renter provided by a Co-Owner, the current management company will complete a credit check on behalf of the Co-Owner if the current management company is a member of a credit bureau. The Co-Owner will be the sole bearer of the cost of conducting the credit check. The evaluation of the information received from such service and the selection of any appropriate renter will be made solely by the Co-Owner. It is the Co-Owner's responsibility to check with the current management company to see if it is a member of a credit bureau and to request the credit history check. The Board has the right to make an inquiry with the current management company to determine whether the credit history check has been made and to make sure the Co-Owner has complied with these provisions.

(iii) Maintenance of Character of Community as Owner-Occupied. It is the intentions and desires of the Association and its Member to substantially maintain the character of the Chapel Pines Condominium Subdivision as an owner-occupied residential community. To maintain such character, the following rules shall be strictly enforced and applied.

Seventy percent (70%) of the total number of Dwelling Units shall remain as the principal place of residence for owner-occupied Dwelling Units. Only thirty percent (30%) of the total number of Dwelling Units may be rented at any time. Only five (5) percent may be rented by investors.

The Board of Managers shall not accept or approve any applications for leases if such application would result in the Asso-

ciation not maintaining the ratio of seventy percent (70%) of the total of all Dwelling Units being the principal place of residence for owner-occupied Dwelling Units.

(iv) Federal National Mortgage Association's Considerations.

No application shall be approved which will cause Chapel Pines Condominiums to lose Fannie Mae backing for the issuance of mortgages within Chapel Pines. A criteria used by the Board of Directors in approving or disapproving written consent to lease shall be the current applicable percentages of the Federal National Mortgage Association, ("Fannie Mae") with respect to the issuance of mortgages.

(v) Required Terms of Lease. All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year. All leases shall specify that the Dwelling Unit shall be used exclusively for residential purposes and no Dwelling Unit may be divided or subdivided into smaller units or any portion thereof sold, leased, sublet or otherwise transferred. Leases may not be assigned and no Dwelling Unit may be subleased. No Dwelling Unit shall be rented for transient or hotel purposes. All leases shall contain adequate provisions to require that the lessee shall comply with all the terms and conditions of Declarations and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were a Co-Owner and a Member of the Association. Each lease further shall provide for direct action by the Association against the lessee to required compliance with all rules and regulations

governing the Subdivision, with or without joinder of the Co-Owner, at the Association's option.

(vi) Notice of Identity of Renters. Prior to any renter taking possession of a Dwelling Unit, the Co-Owner shall provide to the Board of Managers the name of the leaseholder and/or principal resident of such Unit. Any changes in the occupants residing in the Dwelling Unit shall be immediately reported to the Board of Managers by the Co-Owner.

(vii) Notification of Rules and Regulations to Renters by Owner. It shall be the responsibility and duty of a Co-Owner to fully and completely inform all renters of the existence of the Declarations, By-Laws, Architectural Guidelines and all rules and regulations governing the Chapel Pines Condominium Subdivision. A Co-Owner shall provide copies of the Declarations, By-Laws, Architectural Guidelines and rules and regulations to all renters prior to any execution of a lease.

(viii) Co-Owners's Liability for Monthly Assessments. All Co-Owners shall be held solely responsible for all monthly assessments levied by the Association during the term of the lease, pursuant to the terms of the Declarations and the By-Laws.

(ix) Co-Owner Not Released from Liability and Association's Remedies. No lease shall provide, or be interpreted or construed to provide, for the release of a Co-Owner from the responsibility to the Association for compliance with the provisions of the Declarations, the By-Laws and any rules and regulations of the Association, or from a Co-Owner's personal liability to the

Association for assessments.

In the event a renter fails to comply with the provisions of the Declarations, the By-Laws or any rules and regulations, the Association shall notify the Co-Owner of such violation(s) and demand that the same be remedied through the Co-Owner's efforts within ten (10) days after such notice. If such violation(s) is not remedied within said ten (10) days period, the Board of Managers may start assessing fines against the Co-Owner. In the event a Co-Owner fails to fulfill the foregoing obligation, then the Board of Managers shall have the right, but not the duty either to take all appropriate remedial action and/or institute and prosecute such action as attorney-in-fact for a Co-Owner and at a Co-Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Dwelling Unit involved, and collection thereof may be enforced by the Board of Managers in the same manner as the Board of Managers is entitled to enforce collection of monthly assessments.

(x) Association Reserves Right to Void Lease for Cause. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Section shall be voidable at the election of the Association or any other party having the right to enforce these provisions, except that neither party to such lease may assert the provision of this Section to avoid obligations thereunder.

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

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to, the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended for a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the vote of the Co-Owners in a duly constituted meeting called for such purpose.

ARTICLE VIII

Mortgages

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

A first mortgagee, upon request, will be entitled to written notice from the Association of any default in the performance by the individual unit borrower of any obligation under the condominium constituent documents which is not cured within 60 days.

ARTICLE IX

**Suspension of a Co-Owner's Privileges
for Use and Enjoyment of Amenities**

Section 9.1. Board of Managers' Right to Privilege. Each Co-Owner of a Dwelling Unit is a member of the Association.

Membership in the Association confers upon each Co-Owner certain rights for use and enjoyment of Common Areas and amenities, including but not limited to, privileges for use and enjoyment of the Clubhouse and Pool facilities.

If a Co-Owner fails to abide by and comply with all terms and conditions of the Association's By-Laws, Declaration of Horizontal Property Ownership Chapel Pines Horizontal Property Regime and other duly promulgated rules and regulations, as now existing or as amended hereafter, the Board of Managers may suspend any Co-Owner's rights to the use and enjoy the Common Areas and amenities owned and maintained by the Association.

Section 9.2. Suspension Procedures. Prior to the suspension of any Co-Owner's rights for use and enjoyment, the Board of Managers shall comply with the following procedures:

1. At least fifteen (15) days prior to any suspension, the Board of Managers shall provide written notice to the Co-Owner of the Board of Managers' intent to suspend the Co-Owner's rights for use and enjoyment. Such written notice shall specifically set forth the reason(s) or the violation(s) causing the suspension, and shall further explain the nature and duration of the suspension of the rights for use and enjoyment. Such written notice shall be given by mail to the Co-Owner by first class or certified mail sent to the last address of the Co-Owner shown on the Association's records.

2. The Board of Managers shall provide an opportunity for the Co-Owner to be heard, orally or in writing, not less than five

(5) days before the effective date of the suspension proposed by the Board of Managers to decide whether the suspension should not take place.

3. A proceeding challenging a Co-Owner's suspension for the use and enjoyment for the Association's Facilities, including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the suspension.

Section 9.3. Remaining Liability for Assessments. A Co-Owner who has been suspended under this Section is still obligated and responsible for payment of all assessments and other sums due and owing to the Association for past, current and future amounts.

IN WITNESS WHEREOF, the undersigned have caused this Amended and Restated Code of By-Laws to be executed the date and year first above written.

CHAPEL PINES CO-OWNERS ASSOCIATIONS, INC.,
A NOT-FOR-PROFIT INDIANA CORPORATION,

By: Donald R. Conklin
President, Chapel Pines Co-Owners
Association, Inc. Donald R. Conklin

ATTEST:

Mary L. Harmon
Secretary, Chapel Pines Co-Owners
Association, Inc. MARY L. HARMON

STATE OF INDIANA)
COUNTY OF MARION) SS:

Subscribed and sworn to before me, a Notary Public in and for
said County and State, this 11 day of October,
1993.

My Commission Expires:

APRIL 23, 1995

Mary L. Harmon
Notary Public

County of Residence:

Hendricks

MARY L. HARMON
Printed Signature

This instrument prepared by Gary Dilk, Buschmann, Carr &
Shanks, P.C., 1020 Market Tower, Ten West Market Street,
Indianapolis, Indiana 46204. Telephone: 317/636-5511