

SUPPLEMENTAL DECLARATION OF  
HUNTINGTON HEIGHTS HORIZONTAL PROPERTY REGIME

This Supplemental Declaration, made this 28 day  
of April, 1973, by JUSTUS INVESTMENT  
COMPANY, an Indiana partnership, ("Declarant"),

W I T N E S S E T H:

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

Land being part of the Northwest Quarter of Section  
28, Township 16 North, Range 5 East, in Marion County,  
State of Indiana, being more particularly described  
as follows:

Commencing at the Northwest corner of the aforemen-  
tioned quarter section; running thence S. 00° 01' 20"  
W. (assumed bearing being the datum for all subsequent  
bearings) upon and along the west line thereof a dis-  
tance of 1606.360 feet; running thence N. 90° 00' 00"  
E. a distance of 250.000 feet; running thence N. 00°  
01' 20" E. a distance of 52.195 feet; running thence  
N. 90° 00' 00" E. a distance of 52.753 feet; running  
thence S. 00° 00' 00" W. a distance of 135.665 feet;  
running thence N. 90° 00' 00" E. a distance of 121.000  
feet; running thence S. 00° 00' 00" W. a distance of  
133.000 feet; running thence N. 90° 00' 00" E. a  
distance of 145.000 feet; running thence S. 00° 00'  
00" W. a distance of 133.000 feet; running thence N.  
90° 00' 00" E. a distance of 151.710 feet, to the  
point of beginning of the real estate described herein;  
running thence N. 00° 00' 00" E. a distance of 144.923  
feet; running thence N. 90° 00' 00" E. a distance of  
431.290 feet; running thence N. 00° 00' 00" E. a  
distance of 110.000 feet; running thence N. 90° 00'  
00" E. a distance of 186.002 feet, to a point on the  
east line of the west half of the aforementioned quarter  
section; running thence S. 00° 07' 07" W. upon and  
along the east line thereof a distance of 441.924  
feet; running thence S. 90° 00' 00" W. a distance  
of 616.379 feet; running thence N. 00° 00' 00" E.  
187.000 feet to the point of beginning of this des-  
cription; containing in all 5.169 acres.

(hereinafter referred to as the "Real Estate").

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B. Declarant, on the 12th day of April, 1972, executed a Declaration of Horizontal Property Ownership for the Huntington Heights Horizontal Property Regime which was recorded in the office of the Recorder of Marion County, Indiana, on the 12th day of April, 1972, as Instrument Number 72-19666 (hereinafter referred to as the "Declaration").

C. The Real Estate constitutes Phase II of the Preliminary Plan filed with the Declaration and is a part of the Additional Tract, the Preliminary Plan and Additional Tract being described in paragraph 18 of the Declaration.

D. Paragraph 18 of the Declaration provides that Phase II of the Additional Tract may be annexed to the Huntington Heights Horizontal Property Regime, incorporated into the Declaration and subjected to the jurisdiction of the Huntington Heights Association upon the conditions stated in paragraph 18 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase II of the Additional Tract to the Huntington Heights Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates the Real Estate into the Huntington Heights Horizontal Property Regime.

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

1. Definitions. The definitions used in the Declaration shall be applicable to the Real Estate and this Supplemental Declaration; provided, however, the Real Estate shall for all

purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Plans defined in this Supplemental Declaration.

"Plans" as used in this Supplemental Declaration means the floor and building plans of the Buildings and Apartments on the Real Estate, prepared by a registered architect under date of February 28, 1973, and the height and elevation survey of the Real Estate and the Buildings thereon prepared by Mid-States Engineering Company, Inc., certified by Sol C. Miller, a registered land surveyor and engineer, under date of February 28, 1973, all of which is incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that the Real Estate and all appurtenant easements, Apartments, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of the Huntington Heights Horizontal Property Regime as if such had originally been included in the Declaration, and hereafter held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and provisions of this Declaration, the Act, and By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There shall be thirteen (13) Buildings containing fifty-two (52) Apartments on the Real

Estate as shown on the Plans. The Buildings are identified and referred to in the Plans and in this Supplemental Declaration as Buildings 8, 9, 10, 11, 12, 13, 14, 15, 16, 35, 36, 39 and 40. Each Building has or will have two (2) stories and contains or will contain four (4) separate Apartments and a garage with capacity for four (4) automobiles. All are built in accordance with the Plans. Huntington Heights Horizontal Property Regime now has twenty-seven (27) Buildings containing one hundred eight (108) Apartments.

4. Percentage Interest. The Percentage Interest of each Apartment in Phase I is hereby reduced to the Percentage Interest set forth in Schedule 2 of Exhibit "A" of the Declaration and the balance hereby reverts to the Declarant, its successors or assigns, and Declarant hereby mortgages to the mortgagee of the Owner of each Apartment in Phase I, if any, and grants and conveys to the Owner of each Apartment in Phase I, subject to the mortgage, if any, an undivided interest in the Common Areas and Limited Areas of Phase II, corresponding to such Apartment's Percentage Interest as designated in Schedule 2 of Exhibit "A" of the Declaration.

The Percentage Interest of each Apartment in the Tract (as now defined) is as set forth in Exhibit "I" attached hereto and made a part hereof, which is the same as the Percentage Interests in Schedule 2 of Exhibit "A" in the Declaration.

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws

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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 an Apartment or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

6. Floor Plans. The Plans setting forth the layout, location, identification and dimensions of the Apartments and Property identified in this Supplemental Declaration are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. Special as of April 6, 1973, as Instrument No. 73-20479

Executed the day and year first above written.

JUSTUS INVESTMENT COMPANY

By Walter E. Justus  
 Walter E. Justus, Partner

By Walter G. Justus  
 Walter G. Justus, Partner

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Walter E. Justus and Walter G. Justus, by me known, and by me known to be all the partners of Justus Investment Company, who acknowledged the execution

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of the above and foregoing Supplemental Declaration of Huntington Heights Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 28<sup>th</sup> day of March, 1973.



Dolores Hunt  
Dolores Hunt  
(Printed Signature)  
Notary Public

My Commission Expires:  
9-25-75

CONSENT OF MORTGAGEE

The undersigned, AMERICAN FLETCHER MORTGAGE COMPANY, INC., being the holder of the following existing mortgages on the Real Estate as defined in the Supplemental Declaration:

- (1) Mortgage dated October 1, 1971, recorded October 6, 1971, as Instrument No. 71-54331, in the office of the Recorder of Marion County, Indiana; and
- (2) Mortgage dated November 29, 1971, recorded December 14, 1971, as Instrument No. 71-69033, in the office of the Recorder of Marion County, Indiana;

hereby consents to the recording of the above and foregoing Supplemental Declaration of Huntington Heights Horizontal Property Regime and the submission of the Real Estate to the provisions of the Horizontal Property Act of the State of Indiana and further agrees that its mortgages with respect to the Real Estate shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration, the Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the

extent that the mortgages are modified by this Consent,  
such mortgages shall remain in full force and effect,  
unaltered, and enforceable in accordance with their terms.

Executed this 28<sup>TH</sup> day of MARCH, 1973.



AMERICAN FLETCHER MORTGAGE  
COMPANY, INC.

By Milton Learner

Eileen Zuraygo

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County  
and State, personally appeared Milton Learner  
and Eileen Zuraygo, by me known and by me known  
to be the President and Asst. Secretary,  
respectively, of American Fletcher Mortgage Company, Inc.,  
who acknowledged the execution of the above and foregoing  
Consent for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 28<sup>th</sup> day of  
March, 1973.

Genevieve M. Cutchson  
Genevieve M. Cutchson  
(Printed Signature)  
Notary Public

My commission expires:  
August 24, 1976

This instrument prepared by Philip A. Nicely, Attorney at Law.

The Percentage Interest of each Apartment shall be as follows as long as Huntington Heights consists of the real estate described in paragraph A of the Declaration and that in Phase II:

<u>Building</u>	<u>Unit</u>	<u>Percentage Interest</u>
1	A	.918%
1	B	.933%
1	C	.933%
1	D	.918%
2	A	.918%
2	B	.933%
2	C	.933%
2	D	.918%
3	A	.918%
3	B	.933%
3	C	.933%
3	D	.918%
4	A	.918%
4	B	.933%
4	C	.933%
4	D	.918%
5	A	.918%
5	B	.933%
5	C	.933%
5	D	.918%
6	A	.918%
6	B	.933%
6	C	.933%
6	D	.918%
7	A	.918%
7	B	.933%
7	C	.933%
7	D	.918%
25	A	.918%
25	B	.933%
25	C	.933%
25	D	.918%
26	A	.918%
26	B	.933%
26	C	.933%
26	D	.918%
27	A	.929%
27	B	.945%
27	C	.945%
27	D	.929%



The Percentage Interest of each Apartment shall be as follows as long as Huntington Heights consists of the real estate described in paragraph A of the Declaration and that in Phase II:

<u>Building</u>	<u>Unit</u>	<u>Percentage Interest</u>
1	A	.918%
1	B	.933%
1	C	.933%
1	D	.918%
2	A	.918%
2	B	.933%
2	C	.933%
2	D	.918%
3	A	.918%
3	B	.933%
3	C	.933%
3	D	.918%
4	A	.918%
4	B	.933%
4	C	.933%
4	D	.918%
5	A	.918%
5	B	.933%
5	C	.933%
5	D	.918%
6	A	.918%
6	B	.933%
6	C	.933%
6	D	.918%
7	A	.918%
7	B	.933%
7	C	.933%
7	D	.918%
25	A	.918%
25	B	.933%
25	C	.933%
25	D	.918%
26	A	.918%
26	B	.933%
26	C	.933%
26	D	.918%
27	A	.929%
27	B	.945%
27	C	.945%
27	D	.929%

EXHIBIT "I"

<u>Building</u>	<u>Unit</u>	<u>Percentage Interest</u>
28	A	.918%
28	B	.933%
28	C	.933%
28	D	.918%
29	A	.918%
29	B	.933%
29	C	.933%
29	D	.918%
31	A	.918%
31	B	.933%
31	C	.933%
31	D	.918%
32	A	.918%
32	B	.933%
32	C	.933%
32	D	.918%
8	A	.918%
8	B	.933%
8	C	.933%
8	D	.918%
9	A	.918%
9	B	.933%
9	C	.933%
9	D	.918%
10	A	.918%
10	B	.933%
10	C	.933%
10	D	.918%
11	A	.918%
11	B	.933%
11	C	.933%
11	D	.918%
12	A	.918%
12	B	.933%
12	C	.933%
12	D	.918%
13	A	.918%
13	B	.933%
13	C	.933%
13	D	.918%
14	A	.918%
14	B	.933%
14	C	.933%
14	D	.918%
15	A	.918%
15	B	.933%
15	C	.933%
15	D	.918%

EXHIBIT "I"

<u>Building</u>	<u>Unit</u>	<u>Percentage Interest</u>
16	A	.918%
16	B	.933%
16	C	.933%
16	D	.918%
35	A	.918%
35	B	.933%
35	C	.933%
35	D	.918%
36	A	.918%
36	B	.933%
36	C	.933%
36	D	.918%
39	A	.918%
39	B	.933%
39	C	.933%
39	D	.918%
40	A	.918%
40	B	.933%
40	C	.933%
40	D	.918%

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FAYE I. MOWERY  
RECORDER  
OF MARION CO.

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AGREEMENT

THIS AGREEMENT, entered into this 28<sup>th</sup> day of March, 1984, by and between Indianapolis Water Company, an Indiana corporation ("Company"), Huntington Heights Homeowners Association ("HHHA"), Huntington Recreational Area, Inc., an Indiana corporation ("HRAI"), Donald A. Reed ("Reed"), Ryan Homes, Inc. ("Ryan"), and Huntington Heights Homeowners Association, Inc., an Indiana corporation ("HHAI"), WITNESSES THAT:

WHEREAS, HHHA is an association of condominium owners formed for the administration of the Huntington Heights Horizontal Property Regime, a horizontal property regime formed pursuant to a Declaration and Supplemental Declaration recorded on April 12, 1972, and April 6, 1973, in the Office of the Recorder of Marion County, Indiana, as Instrument Nos. 72-19666 and 73-20479 for the real estate described in Exhibit "A" attached hereto ("HHHA Real Estate"); and

WHEREAS, HRAI is a corporation organized for the purpose of owning and maintaining a swimming pool and other recreational facilities for the benefit of the members of HHHA on the real estate described in Exhibit "B" attached hereto ("HRAI Real Estate"); and

WHEREAS, Reed and Ryan are the owners of the real estate described in Exhibit "C" attached hereto ("Reed-Ryan Real Estate"), which real estate has been platted into a fifty-two (52) lot subdivision known as Huntington Heights Plaza by a plat recorded in the Office of the Recorder of Marion County, Indiana, on September 23, 1983, as Instrument No. 83-69809; and

WHEREAS, HHHAI is a not-for-profit corporation whose members shall be the owners of the residential premises to be constructed on the Reed-Ryan Real Estate; and

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WHEREAS, Reed and Ryan have transferred, or will transfer, title to certain real estate (such as that underlying non-dedicated rights-of-way) and other property (such as water lines) located within the Reed-Ryan Real Estate to HHAI, which shall thereafter be responsible for maintaining and repairing such property; and

WHEREAS, a prior owner of the HHHA Real Estate, HRAI Real Estate and Reed-Ryan Real Estate (collectively hereafter referred to as "the Real Estate"), in order to provide water utility service to structures built or to be built upon the Real Estate, connected an 8-inch service pipe to the Company's water main in Mitthoefer Road and extended such service pipe (which is reduced at some points to a 6-inch service pipe), together with hydrants and related appurtenances, through the HHHA Real Estate and the Reed-Ryan Real Estate (the "Main Service Pipe"); and

WHEREAS, the general location of the Main Service Pipe is shown on the drawing attached hereto as Exhibit "D", which drawing also shows the boundaries of the HHHA Real Estate, HRAI Real Estate and the Reed-Ryan Real Estate; and

WHEREAS, premises constructed on the Real Estate have been connected to the Main Service Pipe by service pipes ("Branch Service Pipes") in order that water utility service would be available to such premises from the Main Service Pipe and future premises to be constructed on the Real Estate will likewise be connected to the Main Service Pipe by Branch Service Pipes; and

WHEREAS, HHHA, HRAI, Reed, Ryan and HHAI have requested the Company to provide domestic and fire protection water utility service to the premises built or to be built upon the Real Estate through the Main Service Pipe and Branch Service Pipes connected to or to be connected to the Main

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Service Pipe, and the Company is willing to do so upon the following terms and conditions:

NOW THEREFORE, in consideration of the covenants agreements and undertakings hereinafter provided, the parties agree that:

1. HHHA shall be solely responsible for maintaining, repairing and replacing, if necessary, that portion of the Main Service Pipe located in or under the HHHA Real Estate.

2. HHHA shall be solely responsible for installing, maintaining and replacing, if necessary, all Branch Service Pipes now or hereafter installed in or under the HHHA Real Estate and connecting premises located on the HHHA Real Estate to the Main Service Pipe. HHHA, at its sole cost, shall purchase, install, own, maintain, repair and replace, if necessary, a service stop or valve in each Branch Service Pipe now or hereafter located on the HHHA Real Estate at a location designated by the Company so that water utility service to the premises served by such Branch Service Pipe may be discontinued or interrupted for any reason, including, but not limited to, a failure to pay water bills when due, without affecting any other person served through the Main Service Pipe. The meter installed in any Branch Service Pipe now or hereafter installed in or under the HHHA Real Estate and connecting premises located on the HHHA Real Estate to the Main Service Pipe shall be owned, installed, removed and maintained by the Company, while the meter pit, meter pit cover and other materials comprising the meter pit shall be purchased, installed, removed and maintained in a safe manner by HHHA.

3. The Company's charges for fire protection service for the HHHA Real Estate shall be billed to and paid for by HHHA in accordance with the Company's rate schedules

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and rules and regulations approved by the Public Service Commission of Indiana and in effect from time to time. If HHHA fails to pay bills for fire protection when due, the Company may discontinue all water service through the Main Service Pipe. Prior to discontinuing all water service through the Main Service Pipe, however, the Company will give written notice of its intention to do so to HHHA, HRAI, Reed, Ryan and HHHAI, and if any such party or parties, individually or jointly, pays the delinquent bill for fire protection service within 10 days of receipt of said notice, the Company will not discontinue all water service through the Main Service Pipe.

4. HRAI shall be solely responsible for maintaining, repairing, removing and replacing, if necessary, the Branch Service Pipe connecting premises located on the HRAI Real Estate to the Main Service Pipe ("HRAI Branch Service Pipe"). HRAI, at its sole cost, shall purchase, install, own, maintain, repair and replace, if necessary, a service stop or valve in the HRAI Branch Service Pipe at a location designated by the Company so that water utility service to the premises located on the HRAI Real Estate may be discontinued or interrupted for any reason, including, but not limited to, a failure to pay water bills when due, without affecting any other person served through the Main Service Pipe. The meter in the HRAI Branch Service Pipe shall be owned, installed, removed and maintained by the Company, while the meter pit meter pit cover and other materials comprising the meter pit facilities shall be purchased, installed, removed and maintained in a safe manner by HRAI.

5. HHHAI shall be solely responsible for maintaining, repairing and replacing, if necessary, that portion of the Main Service Pipe located in or under the Reed-Ryan Real Estate.

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6. HHHAI shall be solely responsible for installing, maintaining and replacing, if necessary, all Branch Service Pipes now or hereafter installed in or under the Reed-Ryan Real Estate and connecting premises located on the Reed-Ryan Real Estate to the Main Service Pipe. HHHAI, at its sole cost, shall purchase, install, own, maintain, repair and replace, if necessary, a service stop or valve in each Branch Service Pipe now or hereafter located on the Reed-Ryan Real Estate at a location designated by the Company so that water utility service to the premises served by such Branch Service Pipe may be discontinued or interrupted for any reason, including, but not limited to, a failure to pay water bills when due, without affecting any other person served through the Main Service Pipe. The meter installed in any Branch Service Pipe now or hereafter installed in or under the Reed-Ryan Real Estate and connecting premises located on the Reed-Ryan Real Estate shall be owned, installed, removed and maintained by the Company, while the meter pit, meter pit cover and other materials comprising the meter pit shall be purchased, installed, removed and maintained in a safe manner by HHHAI.

7. The Company's charges for fire protection service for the Reed-Ryan Real Estate shall be billed to and paid for by HHHAI in accordance with the Company's rate schedules and rules and regulations approved by the Public Service Commission of Indiana and in effect from time to time. If HHHAI fails to pay bills for fire protection when due, the Company may discontinue all water service through that portion of the Main Service Pipe located in or under the Reed-Ryan Real Estate, but shall not discontinue the water service through that portion of the Main Service Pipe located in or under the HHHAI Real Estate. Prior to discontinuing the water service through that portion of the Main



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Service Pipe located in or under the Reed-Ryan Real Estate, however, the Company will give written notice of its intention to do so to HRAI, Reed, Ryan and HHHAI, and if any such party or parties, individually or jointly, pays the delinquent bill for fire protection service within ten (10) days of receipt of said notice, the Company will not discontinue the water utility service through the portion of the Main Service Pipe located in or under the Reed-Ryan Real Estate.

Reed, Ryan and/or HHHAI, at its/their sole cost, shall purchase, install, own, maintain, repair and replace, if necessary, service stops or valves in the Main Service Pipe at the two points where the Main Service Pipe crosses the property line between the Reed-Ryan Real Estate and HHHAI Real Estate so that the water utility service to the Reed-Ryan Real Estate may be discontinued or interrupted without affecting the water utility service to the HHHAI Real Estate. It is the intent of this provision that no act or omission of the present or subsequent owners of the Reed-Ryan Real Estate shall cause a discontinuance, curtailment or interruption of the water utility service to the HHHAI Real Estate.

8. Concurrently with the execution of this Agreement, Reed shall execute and deliver to HRAI an easement granting HRAI, its successors and assigns, the right, privilege and authority to reconstruct, renew, operate, maintain, patrol, repair and replace, if necessary, that portion of the HRAI Branch Service Pipe located in or under the Reed-Ryan Real Estate. Said easement shall be ten feet in width and centered over the HRAI Branch Service Pipe from the point where the HRAI Branch Service Pipe connects to the Main Service Pipe to the property line of the HRAI Real Estate.

9. If any portion of the Main Service Pipe located in or under the Reed-Ryan Real Estate is not located in or

under the portion of said Real Estate conveyed by Reed or Ryan in fee to HHHAI, Reed or Ryan, whichever is the proper party, shall, concurrently with the execution of this Agreement, execute and deliver to HHHAI an easement granting HHHAI, its successors and assigns, the right, privilege and authority to reconstruct, renew, operate, maintain, patrol, repair and replace, if necessary, that portion of the Main Service Pipe located in or under the portion of the Reed-Ryan Real Estate not owned by HHHAI.

10. Whenever Reed or Ryan shall convey a parcel of the Reed-Ryan Real Estate to any person or entity who shall thereafter own a premises which will be connected to the Main Service Pipe by a Branch Service Pipe, Reed or Ryan shall reserve in the deed conveying such parcel an easement in favor of HHHAI granting HHHAI, its successors and assigns, the right, privilege and authority to reconstruct, renew, operate, maintain, patrol, repair and replace, if necessary, any portion of the Branch Service Pipe located in or under said parcel.

11. HHHAI, HRAI, HHHAI, Reed and Ryan, for themselves, their grantees, successors and assigns, covenant and warrant that they shall not build any building or structure or other obstruction on or over the Main Service Pipe or any Branch Service Pipe connecting a building or premises located on the Real Estate to the Main Service Pipe.

12. The rights, duties and obligations established by this Agreement shall be binding upon the parties hereto, their successors and assigns and all persons acquiring any portion of the Real Estate and if any portion of the Real Estate is conveyed or transferred in any manner, such conveyance or transfer shall be made subject to the rights, duties and obligations of this Agreement. To implement this paragraph as to any future owners of any portion of the Real

Estate, HHHAI, at its sole cost, shall cause this Agreement to be recorded in the Office of the Recorder of Marion County, Indiana.

13. The Main Service Pipe shall not be extended beyond its location as installed at the time of the execution of this Agreement as shown on Exhibit "D" attached hereto, and no building or premises not located on the Real Estate shall be connected to or provided water utility service through the Main service Pipe.

14. All notices required or permitted to be given hereunder shall be in writing and delivered either in person or by certified or registered first-class prepaid mail, return receipt requested, at the following addresses or such other address as any party may designate in writing delivered to all other parties to this Agreement:

If to the Company:	G. S. Lyons Senior Vice President, Engineering Indianapolis Water Company 1220 Waterway Boulevard Indianapolis, Indiana 46202
If to HSHA:	Santiago Maldonado 10067 Penrith Drive Indianapolis, Indiana 46229
If to HRAI:	Santiago Maldonado 10067 Penrith Drive Indianapolis, Indiana 46229
If to HHHAI:	Richard N. Kleisley Vice President Ryan Homes, Inc. 5960 South Gray Road Suite C Indianapolis, Indiana 46237
If to Reed:	Donald A. Reed 11608 East Washington Street Indianapolis, Indiana 46229
If to Ryan:	Richard N. Kleisley Vice President Ryan Homes, Inc. 5960 South Gray Road Suite C Indianapolis, Indiana 46237

Any notice given in accordance with this paragraph shall be

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deemed to have been duly given or delivered on the date the same is personally delivered to the recipient or received by the recipient as evidenced by the return receipt.

IN WITNESS WHEREOF, the Company, HHA, HRAI, HHAI, Reed and Ryan have caused this Agreement to be executed this 25th day of March, 1984.

INDIANAPOLIS WATER COMPANY

By G. S. Lyons 226  
G. S. Lyons  
Senior Vice President --  
Engineering

HUNTINGTON HEIGHTS HOMEOWNERS  
ASSOCIATION

By Santiago Maldonado  
Santiago Maldonado  
President

HUNTINGTON RECREATIONAL AREA,  
INC.

By Santiago Maldonado  
Santiago Maldonado  
President

HUNTINGTON HEIGHTS HOMEOWNERS  
ASSOCIATION, INC.

By Richard N. Kleisley  
Richard N. Kleisley  
President

Donald A. Reed  
DONALD A. REED

RYAN HOMES, INC.

By Richard N. Kleisley  
Richard N. Kleisley  
Vice President

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared G. S. Lyons, the Senior Vice President -- Engineering of Indianapolis Water Company, who acknowledged the execution of the foregoing Agreement for and on behalf of Indianapolis Water Company and as Indianapolis Water Company's voluntary act and deed.

Witness my hand and Notarial Seal this 28<sup>th</sup> day of MARCH, 1984.

L. Kenneth Blackwell  
, Notary Public  
L. KENNETH BLACKWELL

I am a resident of MARION County, Indiana.

My commission expires:

FEB. 12, 1984

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Santiago Maldonado, the President of Huntington Heights Homeowners Association, who acknowledged the execution of the foregoing Agreement for and on behalf of Huntington Heights Homeowners Association and as Huntington Heights Homeowners Association's voluntary act and deed.

Witness my hand and Notarial Seal this 20<sup>th</sup> day of MARCH, 1984.

Joyce A. Hooverstew  
, Notary Public  
JOYCE A. HOVERSTEW

I am a resident of MARION County, Indiana.

My commission expires:

12-27-85

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Santiago Maldonado, the President of Huntington Recreational Area, Inc., who acknowledged the execution of the foregoing Agreement for and on behalf of Huntington Recreational Area, Inc. and as Huntington Recreational Area, Inc.'s voluntary act and deed.

Witness my hand and Notarial Seal this 20th day of March, 1984.

Joyce D. Hoveston  
Notary Public  
JOYCE D. HOVESTON

I am a resident of Marion County, Indiana.

My commission expires:

12-27-85

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Richard N. Kleisley, the President of Huntington Heights Homeowners Association, Inc., who acknowledged the execution of the foregoing Agreement for and on behalf of Huntington Heights Homeowners Association, Inc. and as Huntington Heights Homeowners Association, Inc.'s voluntary act and deed.

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

Sharon K. Bruhn  
Notary Public  
SHARON K. BRAHN

I am a resident of Johnson County, Indiana.

My commission expires:

July 13, 1986

81 22952

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Donald A. Reed who acknowledged the execution of the foregoing Agreement for and on his behalf and as his voluntary act and deed.

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

Sharon K. Bruhn  
Notary Public  
SHARON K. BRUHN

I am a resident of Johnson County, Indiana.

My commission expires:

July 13, 1986

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Richard N. Kleisley, the Vice President of Ryan Homes, Inc., who acknowledged the execution of the foregoing Agreement for and on behalf of Ryan Homes, Inc. and as Ryan Homes, Inc.'s voluntary act and deed.

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

Sharon K. Bruhn  
Notary Public  
SHARON K. BRUHN

I am a resident of Johnson County, Indiana.

My commission expires:

July 13, 1986

84 22952

This instrument was prepared by Michael J. Huston, an attorney, 810 Fletcher Trust Building, Indianapolis, Indiana 46204-2454.

EXHIBIT "A" -- Description  
of HSHA Real Estate

Land being part of the Northwest Quarter of Section 28,  
Township 16 North, Range 5 East, in Marion County, State of  
Indiana, being more particularly described as follows:

Commencing at the northwest corner of the aforementioned  
quarter section; running thence S. 00°01'20" W. (assumed  
bearing being the datum for all subsequent bearings) upon  
and along the west line thereof a distance of 1606.360 feet  
to the point of beginning of the real estate described herein;  
running thence N. 90°00'00" E. a distance of 250.000 feet;  
running thence N. 00°01'20" E. a distance of 52.195 feet;  
running thence 00°00'00" E. a distance of 52.753 feet; running  
thence S. 00°00'00" W. a distance of 135.665 feet; running  
thence N. 90°00'00" E. a distance of 121.000 feet; thence  
running S. 00°00'00" W. a distance of 133.000 feet; running  
thence N. 90°00'00" E. a distance of 145.000 feet; running  
thence S. 00°00'00" W. a distance of 133.000 feet; running  
thence N. 90°00'00" E. a distance of 151.710 feet; running  
thence S. 00°00'00" W. a distance of 187.000 feet; running  
thence S. 90°00'00" W. a distance of 720.687 feet to a point  
on the west line of the aforementioned quarter section;  
running thence N. 00°01'20" E. upon and along the west line  
thereof a distance of 536.470 feet to the point of beginning  
of this description; containing in all 6.758 acres.

Land being part of the Northwest Quarter of Section 28,  
Township 16 North, Range 5 East, in Marion County, State of  
Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the aforementioned  
quarter section; running thence S. 00°01'20" W. (assumed  
bearing being the datum for all subsequent bearings) upon  
and along the west line thereof a distance of 1606.360 feet;  
running thence N. 90°00'00" E. a distance of 250.000 feet;  
running thence N. 00°01'20" E. a distance of 52.195 feet;  
running thence N. 90°00'00" E. a distance of 52.753 feet;  
running thence S. 00°00'00" W. a distance of 135.665 feet;  
running thence N. 90°00'00" E. a distance of 121.000 feet;  
running thence S. 00°00'00" W. a distance of 133.000 feet;  
running thence N. 90°00'00" E. a distance of 145.000 feet;  
running thence S. 00°00'00" W. a distance of 133.000 feet;  
running thence N. 90°00'00" E. a distance of 151.710 feet,  
to the point of beginning of the real estate described herein;  
running thence N. 00°00'00" E. a distance of 144.923 feet;  
running thence N. 90°00'00" E. a distance of 431.290 feet;  
running thence N. 00°00'00" E. a distance of 110.000 feet;  
running thence N. 90°00'00" E. a distance of 186.002 feet,  
to a point on the east line of the west half of the  
aforementioned quarter section; running thence S. 00°07'07"  
W. upon and along the east line thereof a distance of 441.924  
feet; running thence S. 90°00'00" W. a distance of 616.379  
feet; running thence N. 00°00'00" E. 187.000 feet to the  
point of beginning of this description; containing in all  
5.169 acres.



EXHIBIT "B" -- Description  
of HRAI Real Estate

Land being part of the Northwest Quarter of Section 28,  
Township 16 North, Range 5 East, in Marion County, State of  
Indiana being more particularly described as follows:

Commencing at the northwest corner of the aforementioned  
quarter section; running thence S. 00°01'20" W. (assumed  
bearing being the datum for all subsequent bearings) upon  
and along the west line thereof a distance of 1606.360 feet;  
running thence N. 90°00'00" E. a distance of 250.000 feet;  
running thence N. 00°01'20" E. a distance of 52.195 feet;  
running thence N. 90°00'00" E. a distance of 52.753 feet;  
running thence S. 00°00'00" W. a distance of 135.665 feet;  
running thence N. 90°00'00" E. a distance of 121.000 feet;  
running thence S. 00°00'00" W. a distance of 133.000 feet;  
running thence N. 90°00'00" E. a distance of 145.000 feet;  
to the point of beginning of the real estate described herein;  
running thence N. 00°00'00" E. a distance of 133.000 feet;  
running thence N. 90°00'00" E. a distance of 140.000 feet;  
running thence S. 00°00'00" W. a distance of 65.00 feet;  
running thence N. 90°00'00" E. a distance of 11.710 feet;  
running thence S. 00°00'00" W. a distance of 201.000 feet;  
running thence S. 90°00'00" W. a distance of 151.710 feet;  
running thence N. 00°00'00" E. a distance of 133.000 feet to  
the point of beginning of this description, containing in  
all 0.910 acres.

1

EXHIBIT "C" -- Description  
of Reed-Ryan Real Estate

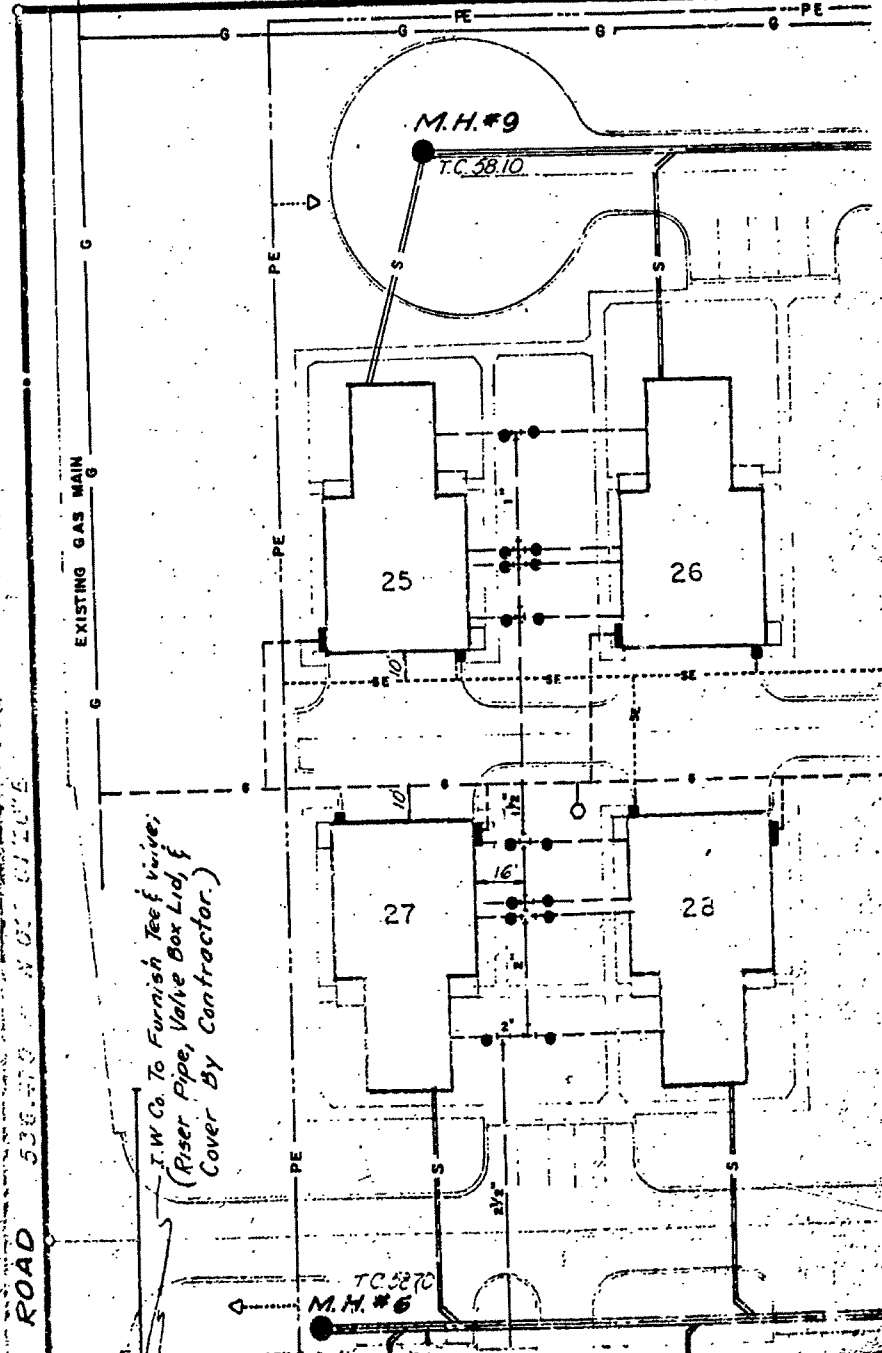
Part of the Northwest Quarter of Section 28, Township 16 North, Range 5 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northwest corner of the aforementioned quarter section; running thence South 00°01'20" West (assumed bearing being the datum for all subsequent bearings) upon and along the west line thereof a distance of 1606.360 feet; thence running thence North 90°00'00" East a distance of 250.000 feet; thence running North 00°01'20" East a distance of 52.195 feet; thence running North 90°00'00" East a distance of 52.753 feet, to the point of beginning of the real estate described herein; thence continuing North 90°00'00" East a distance of 836.000 feet; running thence North 00°00'00" East a distance of 26.258 feet; thence North 90°00'00" East a distance of 199.361 feet, to a point on the east line of the west half of the aforementioned quarter section; running thence South 00°07'07" West upon and along the east line thereof a distance of 173.000 feet; running thence South 90°00'00" West a distance of 186.002 feet; running thence South 00°00'00" West a distance of 110.000 feet; running thence South 90°00'00" West a distance of 431.290 feet; running thence North 00°00'00" East a distance of 56.077 feet; running thence South 90°00'00" West a distance of 11.710 feet; running thence N. 00°00'00" East a distance of 65.000 feet; running thence South 90°00'00" West a distance of 140.000 feet; running thence South 00°00'00" West a distance of 133.000 feet; running thence South 90°00'00" West a distance of 145.000 feet; running thence North 00°00'00" East a distance of 133.000 feet; running thence South 90°00'00" West a distance of 121.000 feet; running thence North 00°00'00" East a distance of 135.665 feet to the point of beginning.

84 22952

N 00° 0' 20" E  
52.155'

250.000' N 90° 00' 00" E

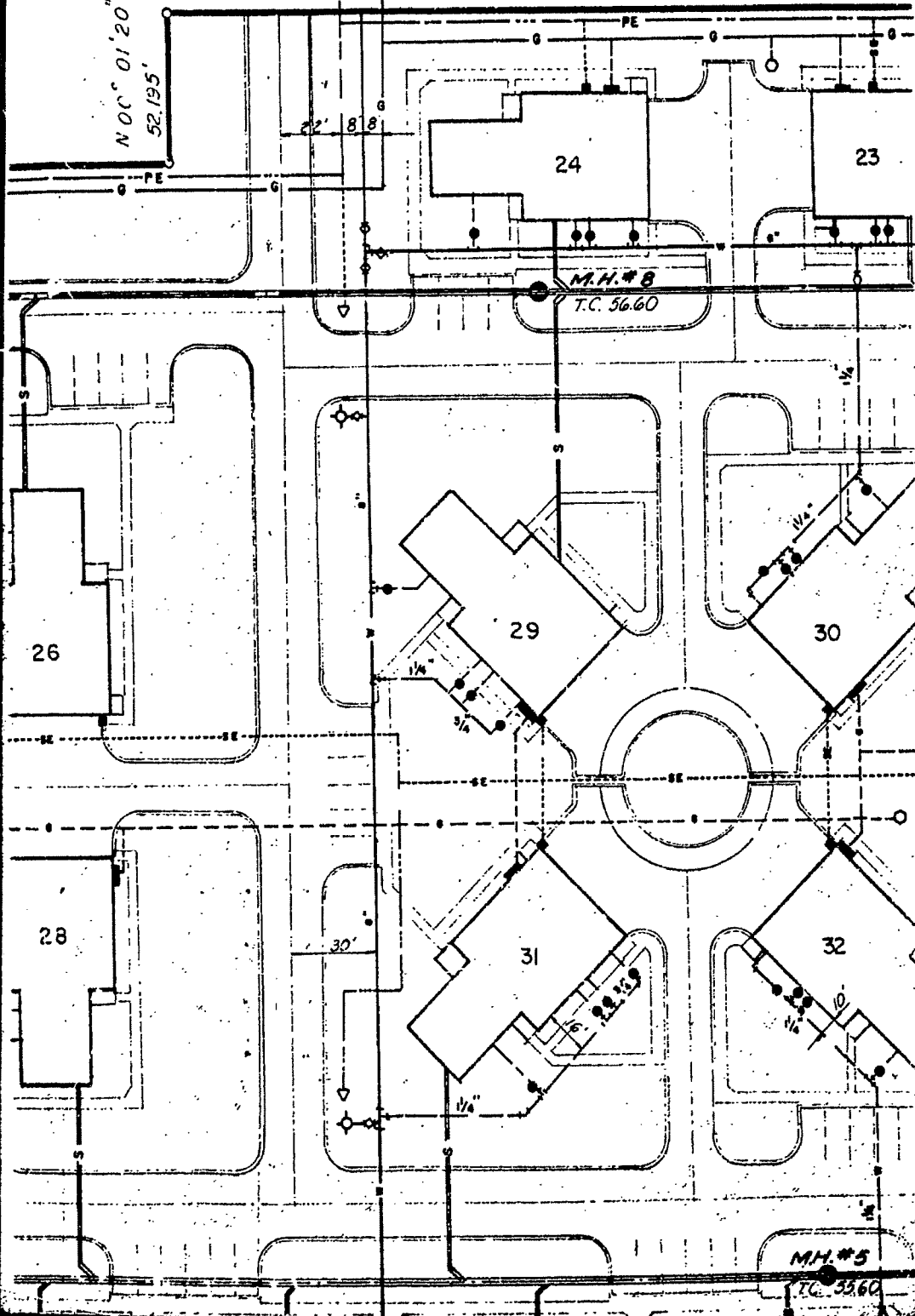


ROAD 538.70 N 00° 00' 00" E

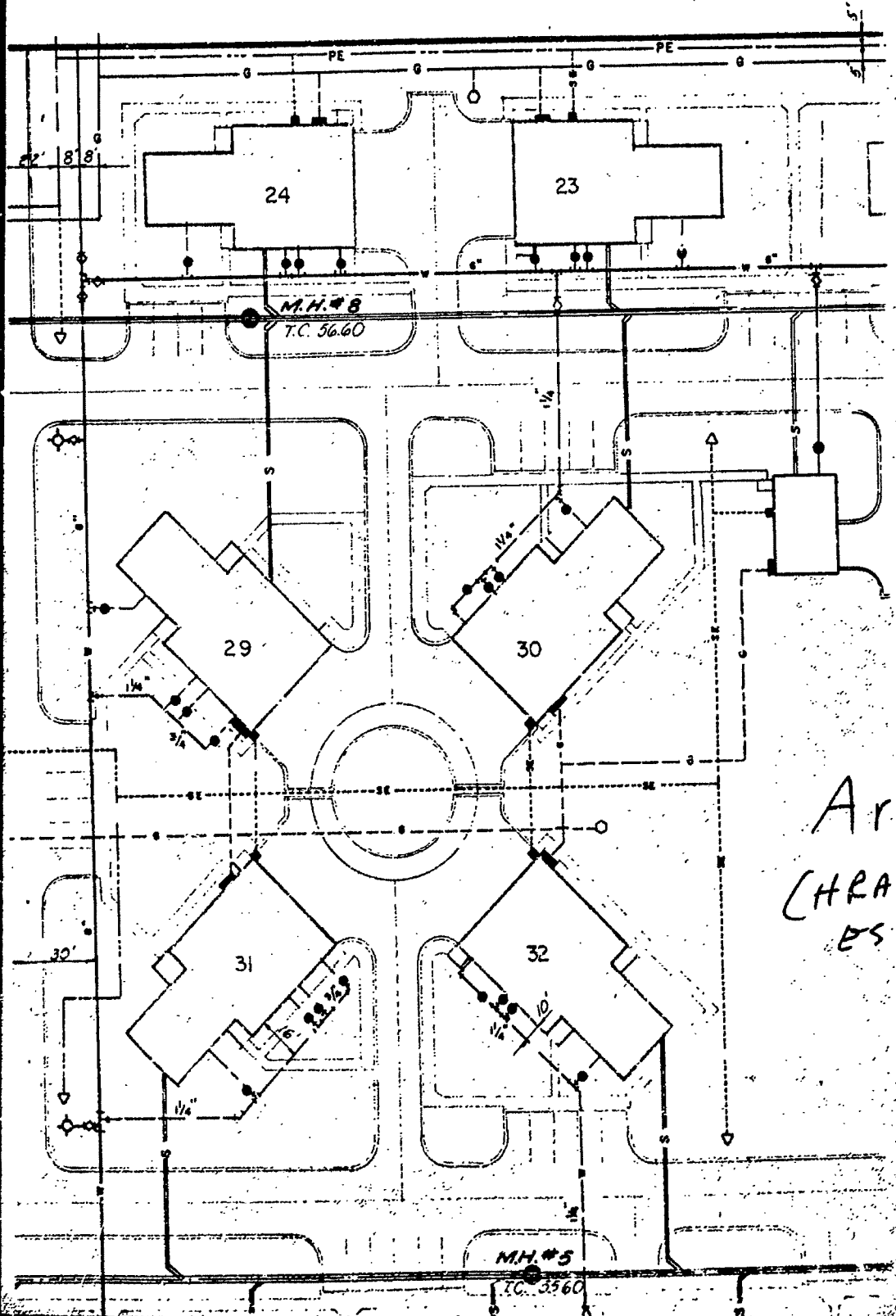
*J.W.Co. To Furnish Tee & Valve;  
(Riser Pipe, Valve Box Lid, &  
Cover By Contractor.)*

84 22952

N 00° 01' 20" E  
52.195'



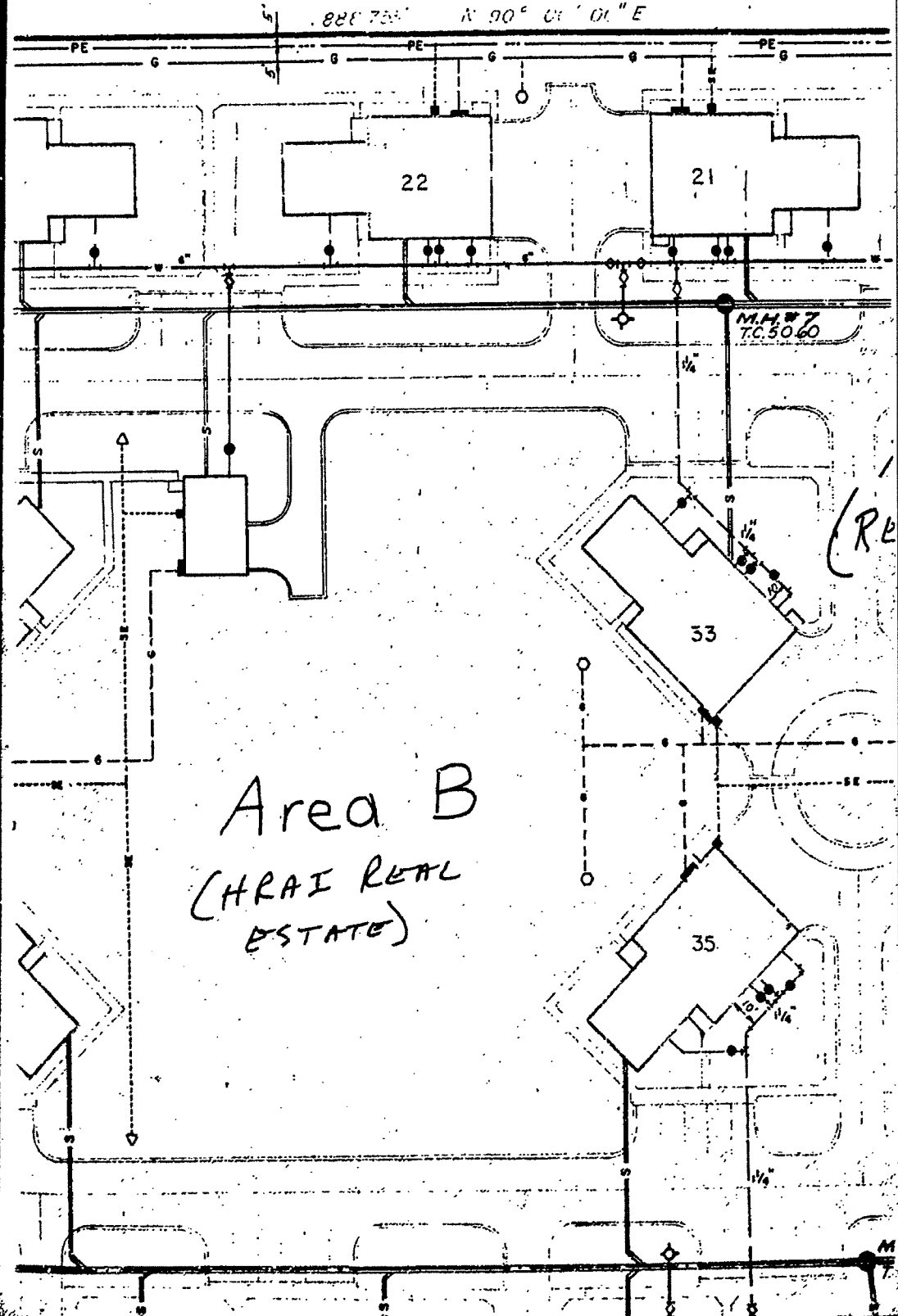
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Ar  
CHRA  
ES

84 22952

88° 75' N 90° 01' 01" E



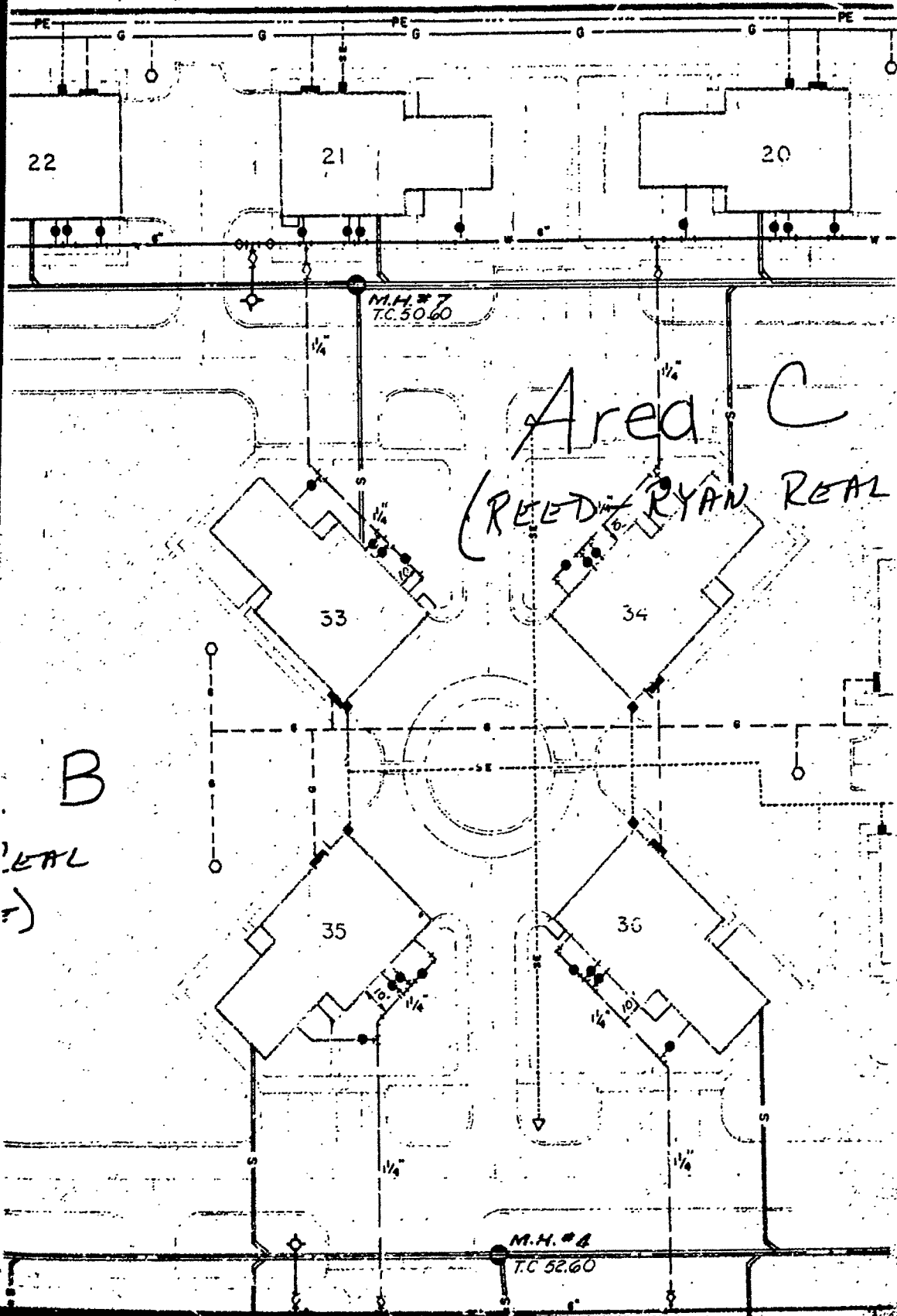
Area B  
(HRAI REAL ESTATE)

(RE)

M.H. # 7  
T.C. 50.60

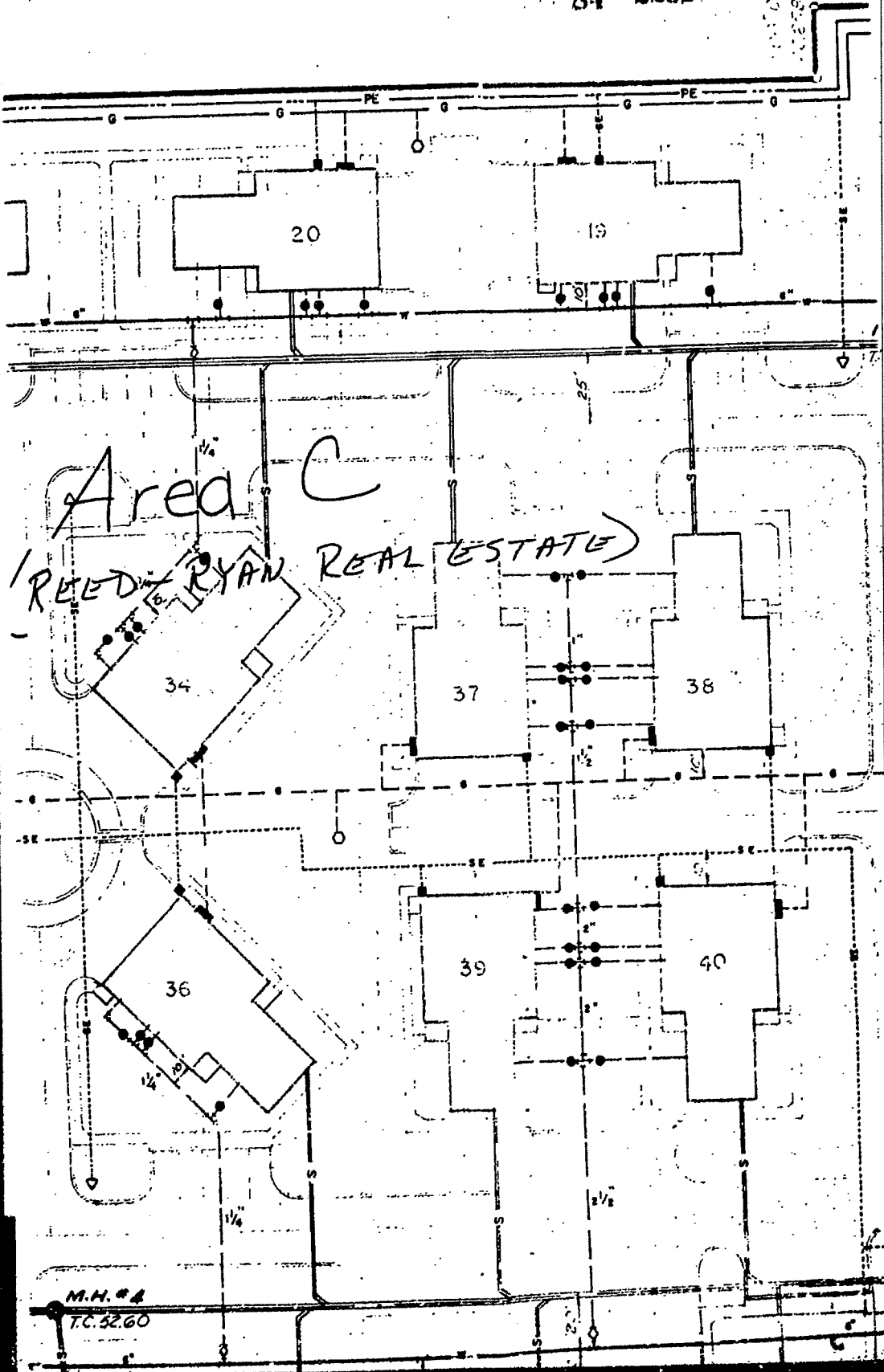
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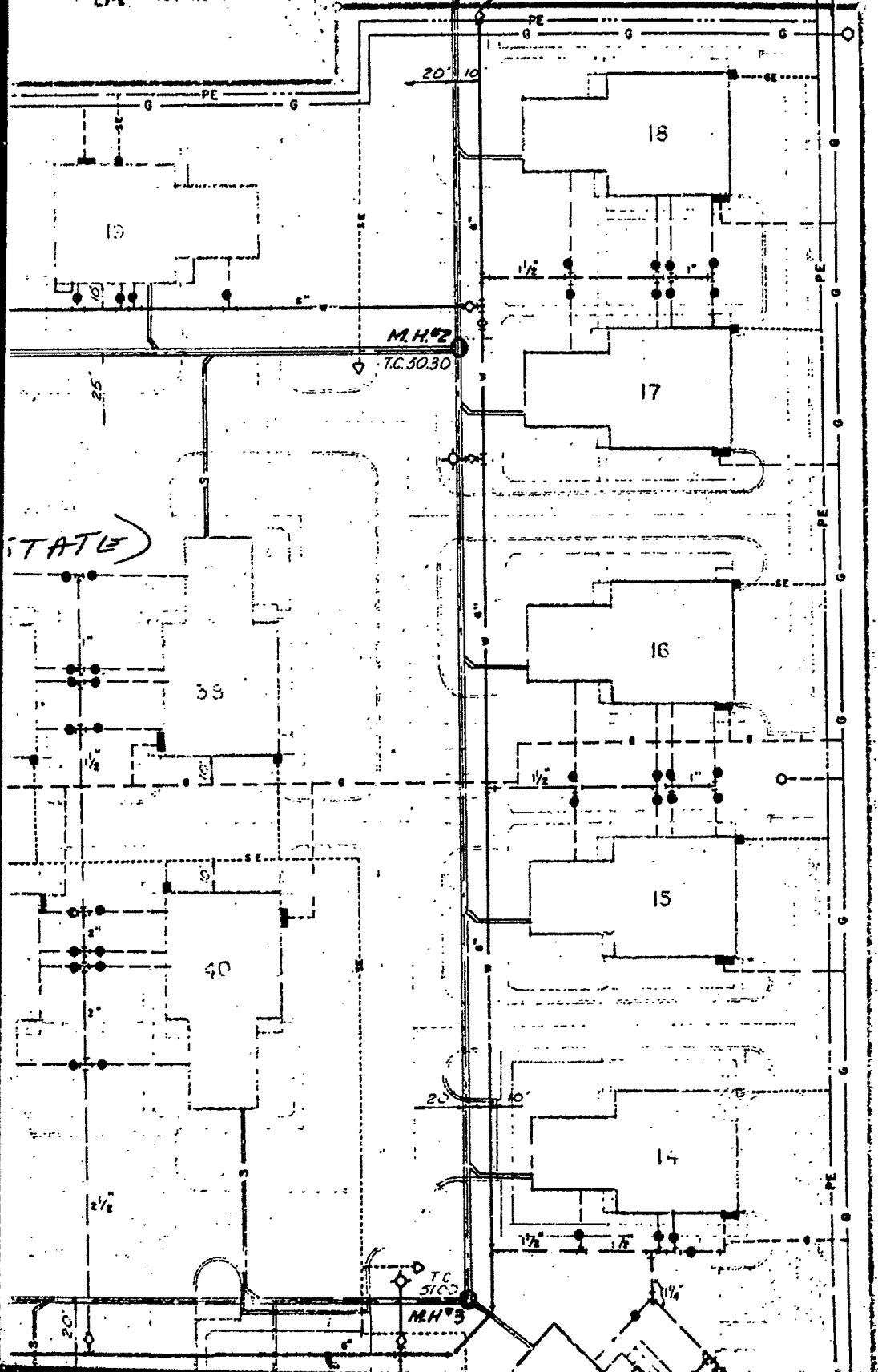


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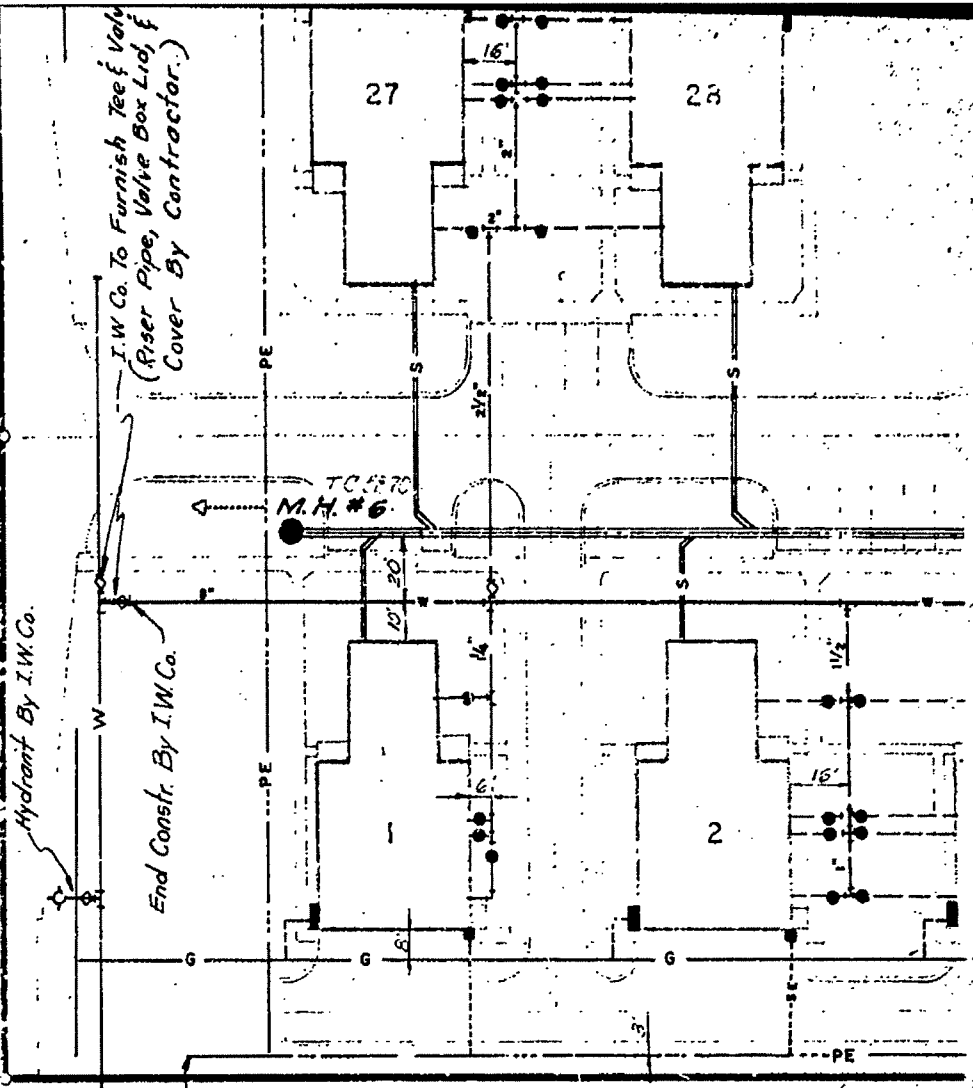
M.H.#1

143 LF OFFSITE SEWER  
TO INTERCEPTOR M.H.  
FUTURE UTILITY CONNECTION

120' 0" x 30' 0" 0.00'



MITTHOEFER ROAD 530-570



Hydrant By I.W. Co.

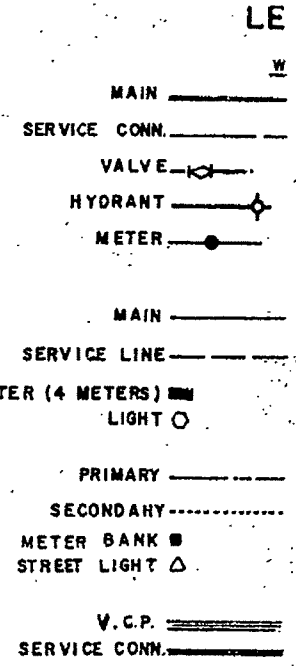
I.W. Co. To Furnish Tee & Valve  
(Riser Pipe, Valve Box Lid, &  
Cover By Contractor.)

End Constr. By I.W. Co.

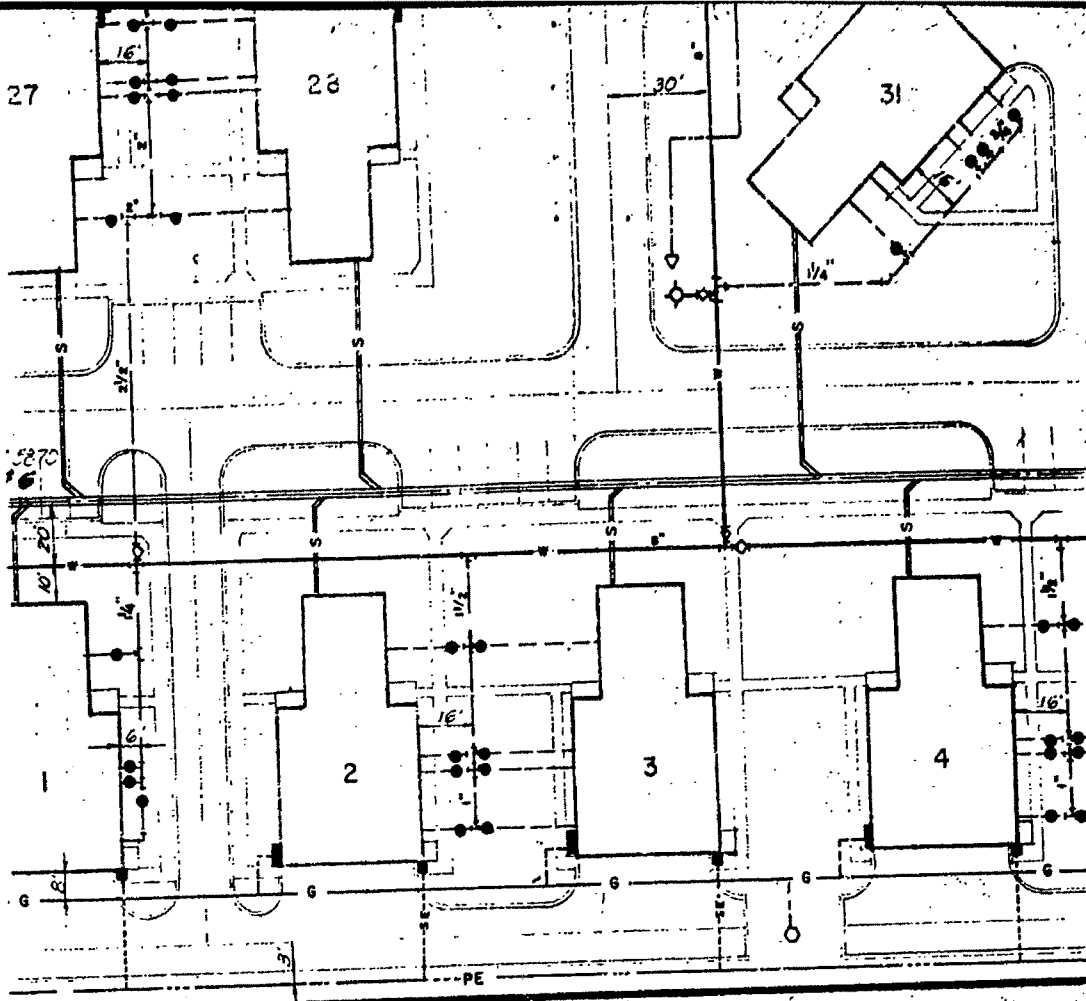
Indianapolis Power & Light Co.  
To Determine Exact Connection.

Water Main Extended From  
25TH & Mitthoefer By I.W. Co.

84 22952

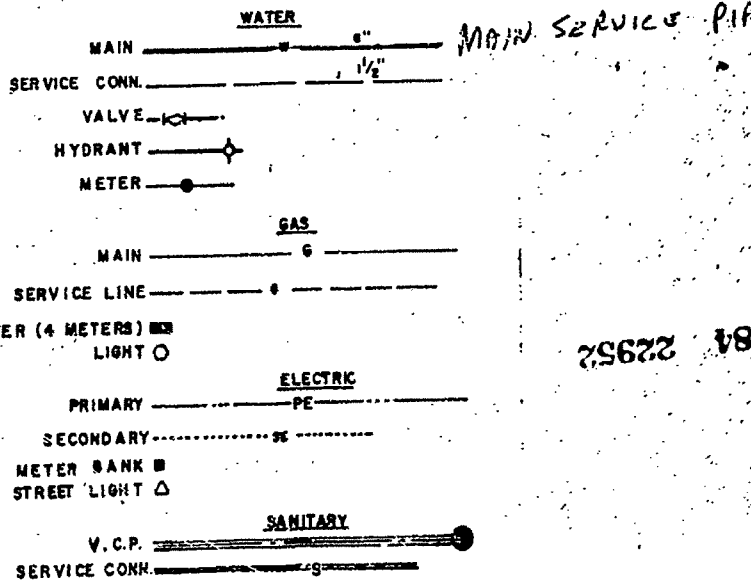


Handwritten notes and signatures on the left margin.



11's Power & Light Co.  
 mine Exact Connection.  
 tended From  
 hoefor By I.W.Co.

**LEGEND**

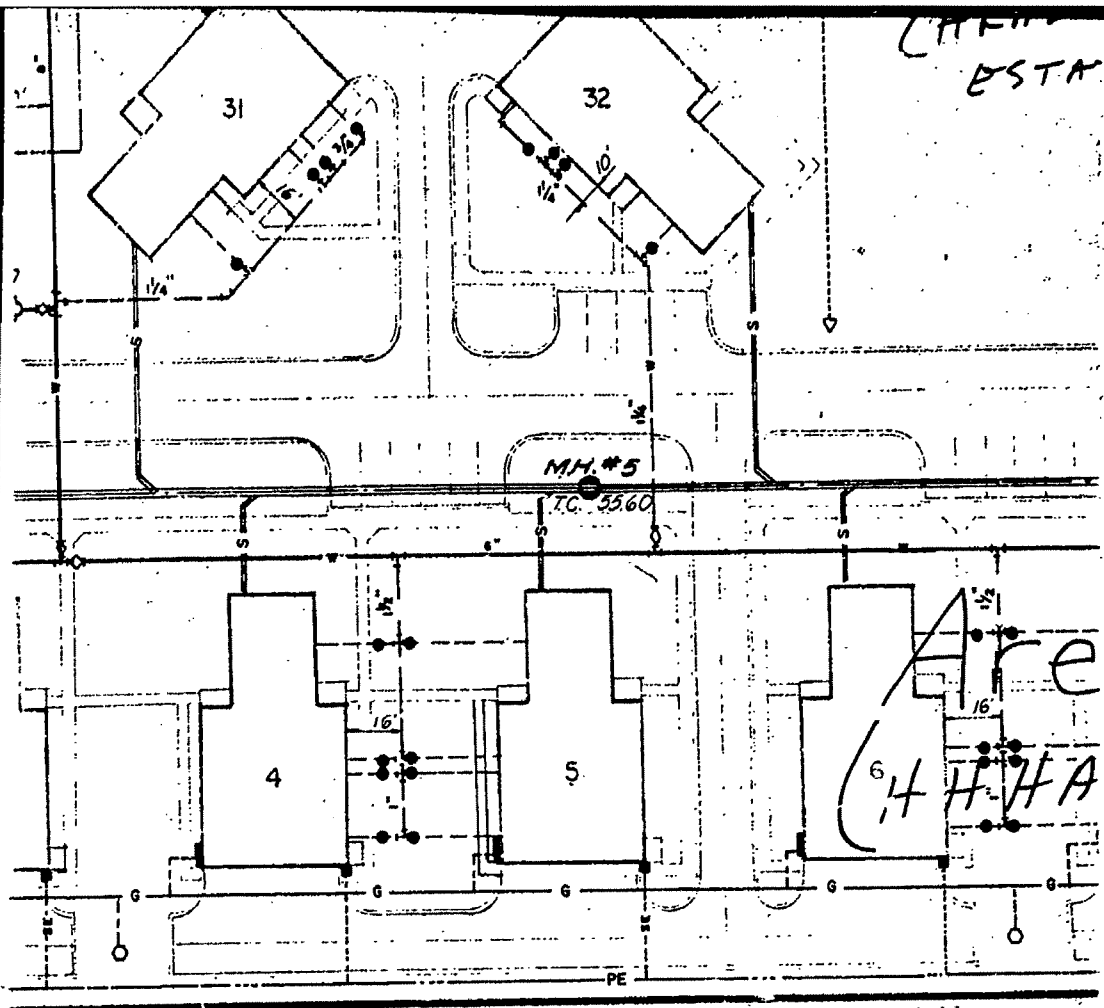


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84 22952

**WATERS ENGINE**

CAP  
ESTM



13 57, 056

1" MAIN SERVICE PIPE  
1/2"

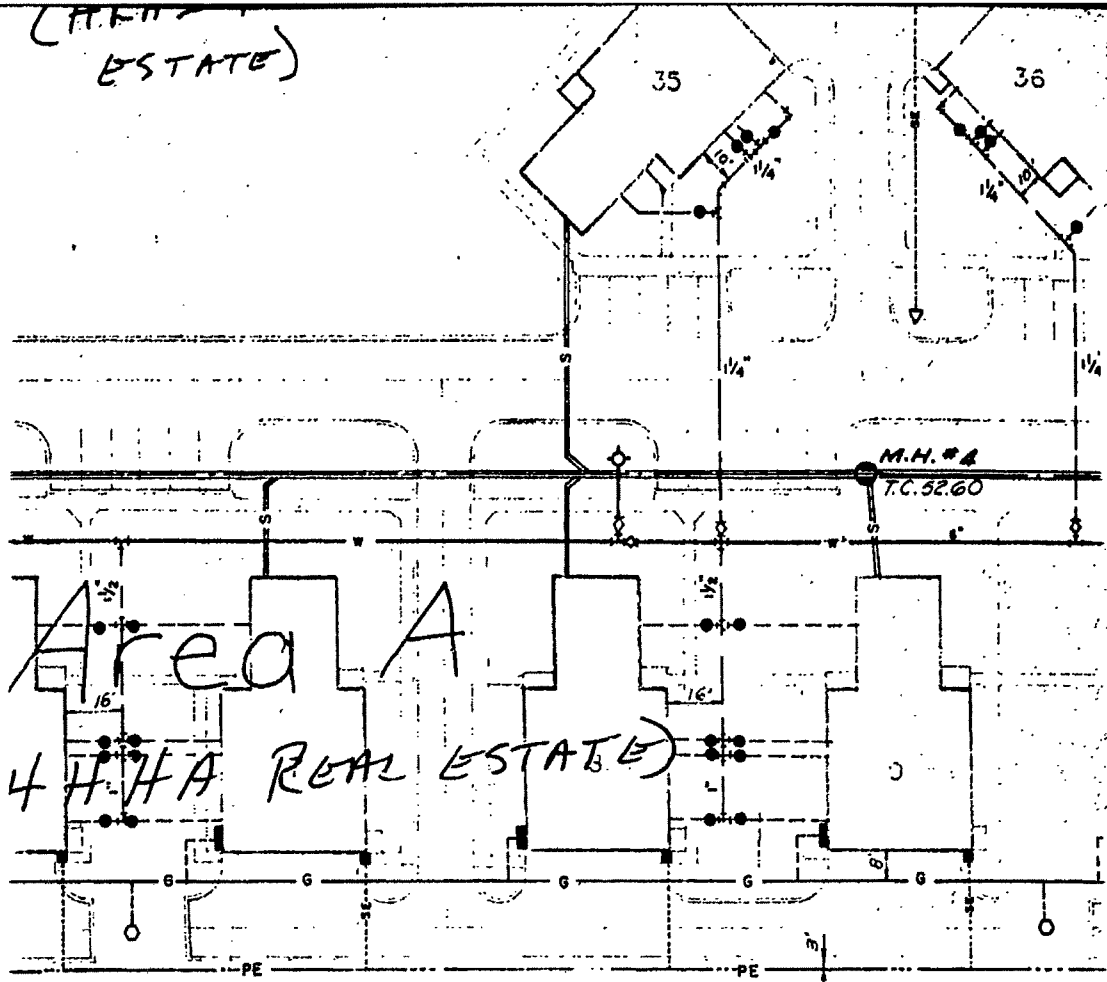
SANITARY SEWER QUAN

FROM	INVERT	SEWER DESCRIPTION
M.H. #1	840.93	262 L.F. 8" V.C.P.
M.H. #2	842.00	342 L.F. 8" V.C.P.
M.H. #3	843.47	350 L.F. 8" V.C.P.
M.H. #4	846.77	350 L.F. 8" V.C.P.
M.H. #5	850.07	400 L.F. 8" V.C.P.
M.H. #2	843.00	400 L.F. 8" V.C.P.
M.H. #7	845.92	400 L.F. 8" V.C.P.
M.H. #8	849.42	258 L.F. 8" V.C.P.

84 22952

CHANCE ENGINEERING CO

(H.H.A. REAL ESTATE)



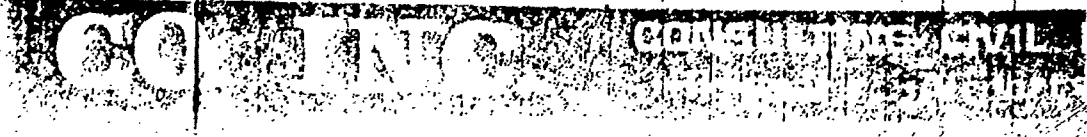
1066 S 30° 00' 00" W

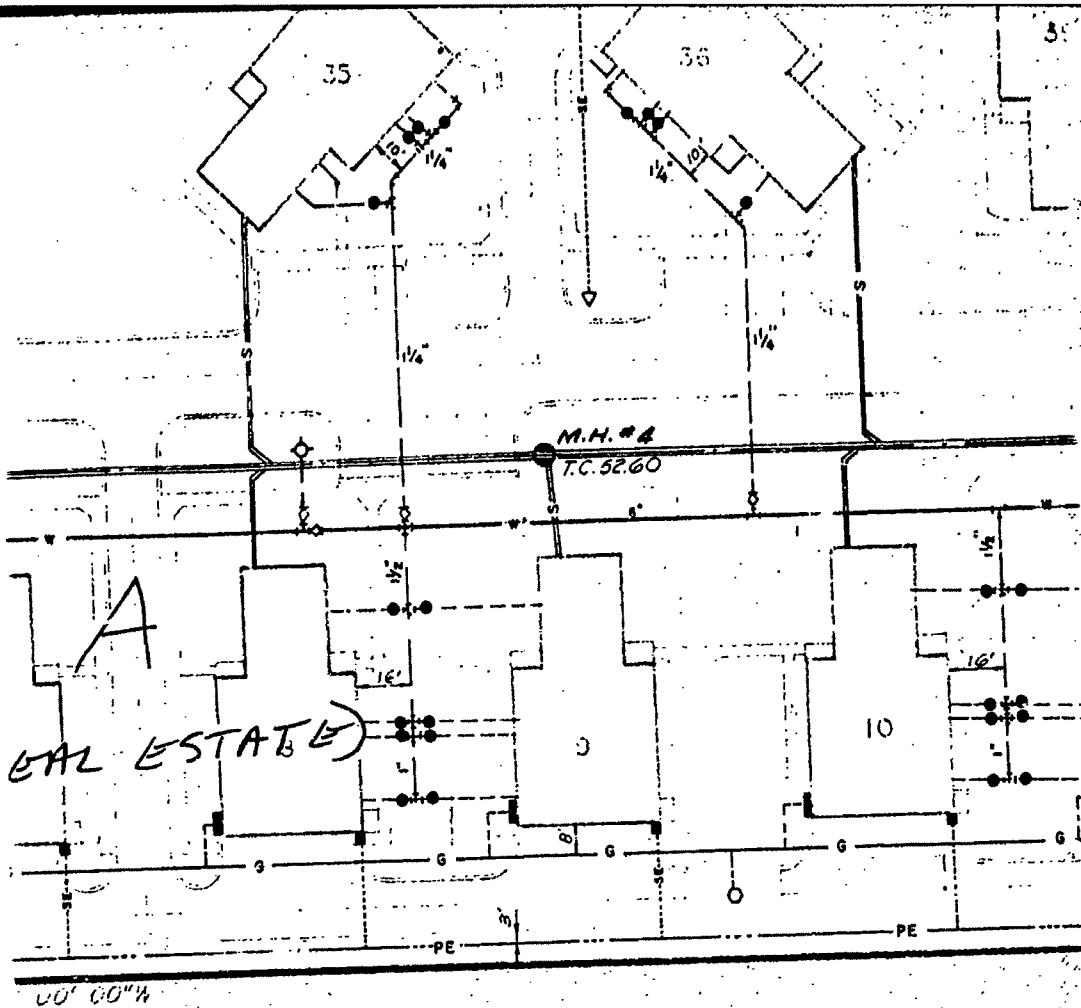
TARY SEWER QUANTITIES

SEWER DESCRIPTION	TO	INVERT
2 L.F. 8" V.C.P. @ 0.40%	#2	842.00
2 L.F. 8" V.C.P. @ 0.40%	#3	843.37
3 L.F. 8" V.C.P. @ 0.40%	#4	844.87
3 L.F. 8" V.C.P. @ 0.40%	#5	848.17
3 L.F. 8" V.C.P. @ 0.40%	#6	851.67
3 L.F. 8" V.C.P. @ 0.40%	#7	844.60
3 L.F. 8" V.C.P. @ 0.40%	#8	847.52
3 L.F. 8" V.C.P. @ 1.00%	#9	852.00

22952 14

EXHIBIT



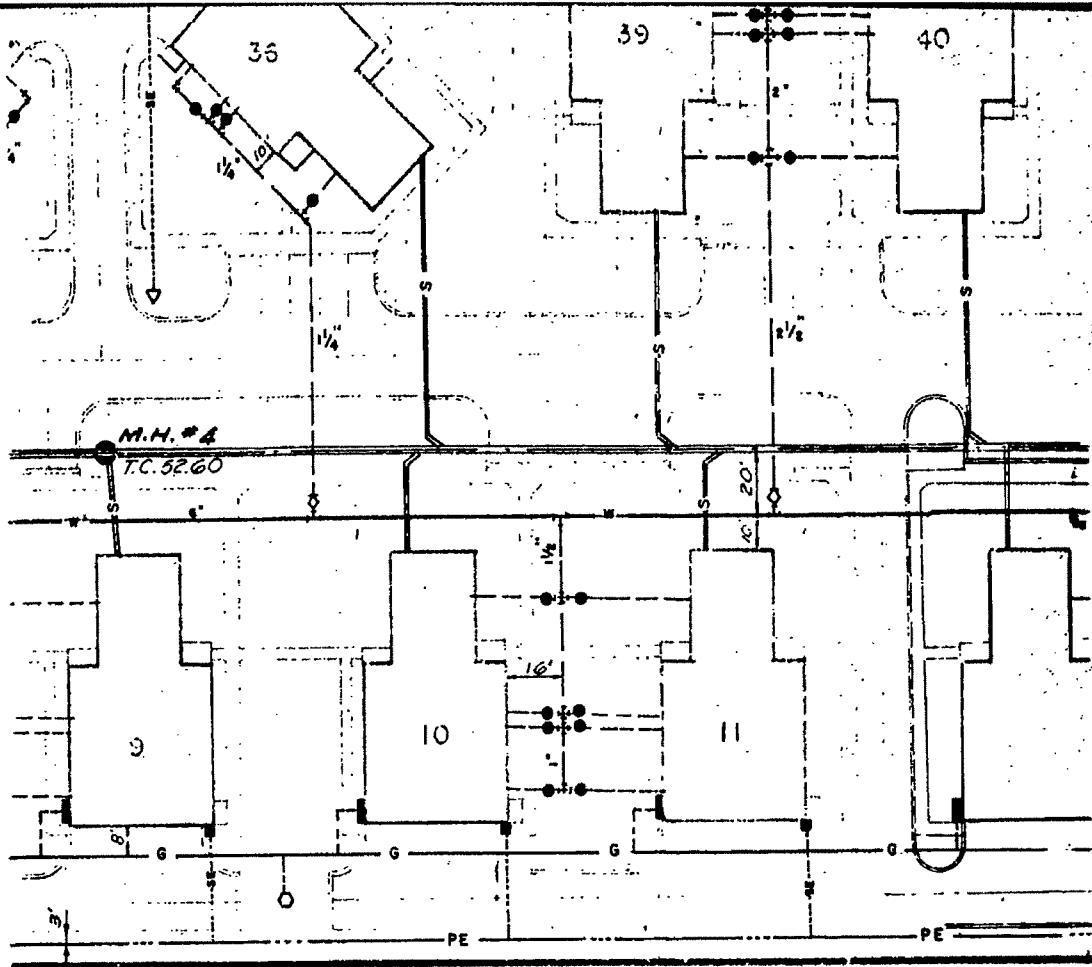


00' 00" W

	TO	INVERT
1%	#2	842.00
1%	#3	843.37
1%	#4	844.87
1%	#5	848.17
1%	#6	851.67
1%	#7	844.60
1%	#8	847.52
1%	#9	852.00

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EXHIBIT "D"



84 22952

HUNTINGTON HEIGHTS

DATES AND REVISIONS	

EXHIBIT "D"

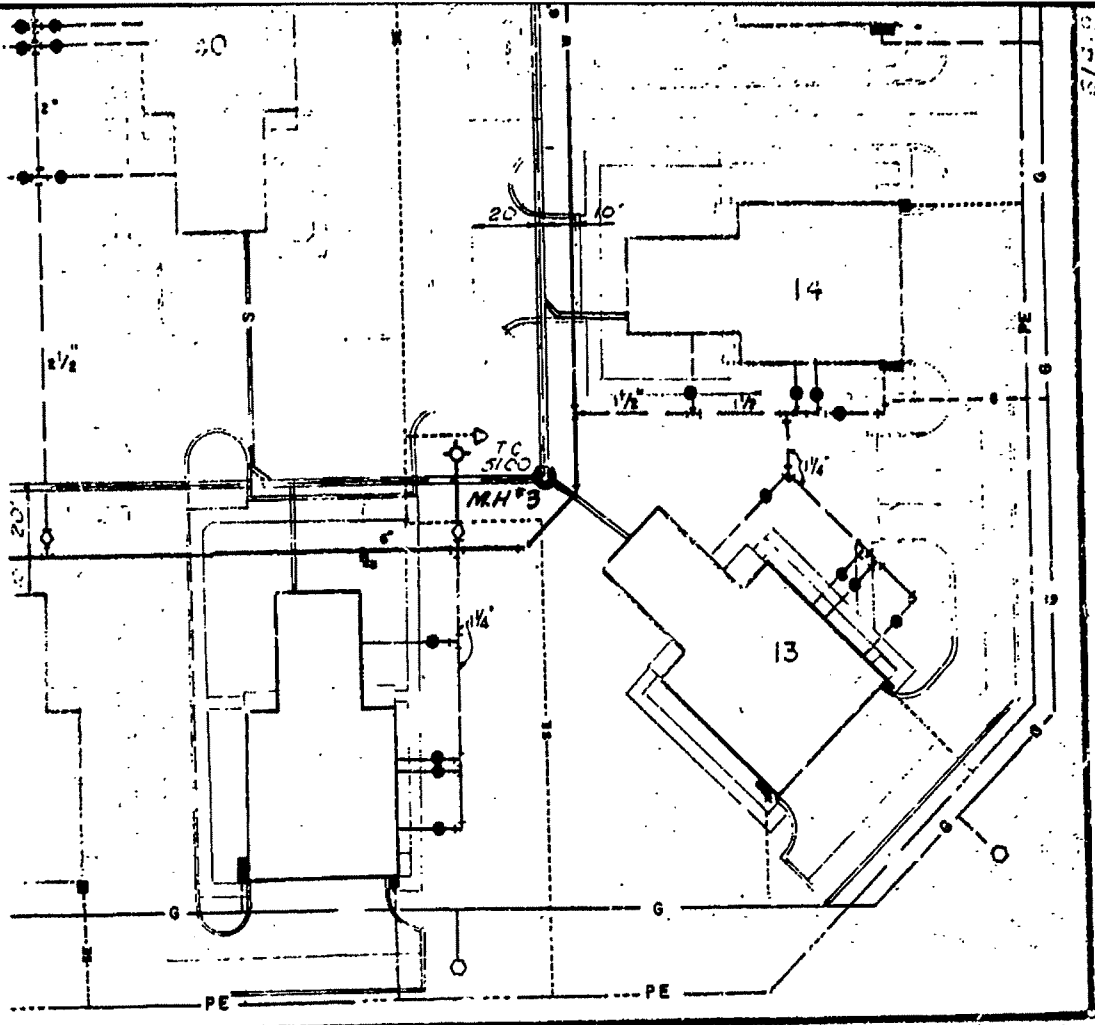


EXHIBIT "D"

84 22152

WINTINGTON HEIGHTS QUADROMINIUMS

CHANGES AND REVISIONS   	TITLE <p style="text-align: center;"><b>SITE UTILITY PLAN</b></p>		DATE  	
			SCALE <p style="text-align: center;">1" = 40'</p>	
DESIGNED BY <p style="text-align: center;"><i>R.d.B.</i></p>	CHECKED <p style="text-align: center;"><i>S.C.M.</i></p>	APPROVED <p style="text-align: center;"><i>S.C.M.</i></p>	JOB NO. <p style="text-align: center;"><b>71-104</b></p>	
DRAWN BY <p style="text-align: center;"><i>L.D.B.</i></p>			SHEET NO. <p style="text-align: center;"><b>55 of 7</b></p>	



880038968

2012

HUNTINGTON HEIGHTS HOMEOWNER'S ASSOCIATION, INC.  
RULES AND REGULATION

May 1, 1988

RECEIVED FOR RECORD  
88 APR 28 PM 1:23  
CLERK OF COURTS  
HUNTINGTON HEIGHTS

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IV	Pets	7
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VIII	Waiver amendment	11

DEFINITIONS

GREEN AREAS-- All lawns and shrubs.

COMMON AREAS-- All properties maintained by Association  
i.e. exteriors of buildings, lawns, streets,  
driveways, etc.

CHILDREN VEHICLES-- Tricycles, skate boards, big wheels,  
roller skates, scooter, go-karts  
wagons.

UNLICENSED VEHICLES-- Mopeds, off-road motorcycles,  
all-terrain vehicles.

HOMEOWNER-- The person who owns the house and property.

RESIDENT-- The person or family who currently lives in the  
house, whether they rent or own.

## PREFACE

**PURPOSE.** As condominium residents live in close proximity and share in the use of common facilities, the resident's right to do as he or she pleases must yield to the rules and regulations of the condominium society. These rules and regulations serve to inform prospective residents of Huntington Heights of its facilities, people, way of life, and the restrictions which are designed to preserve and enhance the benefits of condominium residency.

**HUNTINGTON HEIGHTS FACILITIES.** In 1986 Huntington Heights was completed as a condominium community. Our community consists of 52 townhouses. All buildings are situated on a site of approximately 5.0 acres and have limited green areas in the front. There are no playgrounds or other areas suitable for children's activities.

**RULES AND REGULATIONS.** The Board of Directors, under its authority in the Declarations of Horizontal Property Regime and of Easements, Restrictions, Covenants and By-Laws, adopt the rules and regulations which follows for the maintenance, conservation, and beautification of the Huntington Heights condominiums and for the health, comfort, safety, and general welfare of its residents effective May 1, 1988. The President and Secretary of the Huntington Heights Homeowner's Association, Inc., shall execute and record with the Marion County, Indiana, Recorder's Office a Notice of Huntington Heights Homeowner's Rules and Regulations. The Board of Directors shall update the rules and regulations by amended notices.

A copy of the rules and regulations and Declaration of Horizontal Property Regime and of Easement, Restrictions, Covenants and By-Laws may be obtained from the management Company.

ARTICLE I

SALE AND LEASING OF HUNTINGTON HEIGHTS CONDOMINIUM UNITS  
AND INFORMATION ON OCCUPANCY AND OWNERSHIP

A. Statement of Sale or Leasing. Before finalizing an agreement with a potential purchaser/lessee, any unit owner selling or leasing a Huntington Heights unit shall furnish the Association's management company with a statement signed by the owner and the prospective purchaser/lessee containing the following information.

1. Identifying the unit.
2. Names of the seller/lessor.
3. Names of the purchaser/lessee.
4. Names and ages of all persons who will occupy the unit.
5. Whether or not the purchaser/lessee will occupy or lease the unit.
6. Will state that the purchaser/lessee has read the rules and regulations and agrees to abide by same.

B. Occupancy and Ownership. Each unit owner or resident is required to inform the Association's management company of any change in name, mailing address, or telephone numbers at work and at home of occupants within the unit. Telephone numbers of owners and residents will only be used in connection with the maintenance and operation of the property and in the enforcement of the rules and regulations.

ARTICLE II

CHILDREN

**A. Adult Responsibility.** Parents, grandparents, or guardians are responsible for the conduct and actions of their children/grandchildren and their children's/grandchildren's guest.

**B. Children's Vehicles.** Children's vehicles are prohibited in the parking areas of Huntington Heights condominiums. These items will not be used in a manner causing a nuisance or danger to residents and should not be left unattended. Two wheeled bicycles without training wheels may be ridden on the driveways of Huntington Heights. Bicycles may not be left outside when not in use. Guest are subject to these rules. Their bicycles must be stored inside the unit they are visiting. Bicycles will not be ridden or parked in grassy areas. The privilege to use a two wheeled bicycle on Huntington Heights property may be revoked by the Board for non-compliance with this rule.

**C. Play Activity.** Children may not play on the parking areas or driveways. Children may only play in the grassy areas directly in front of or directly behind the unit in which they live or are a guest. Climbing over or under fences is prohibited. Children's play shall not involve noise over a conversational level, or any disruption of the sod or landscaping. Disallowed activities include but are not limited to:

horseshoes	baseball
volley ball	softball
badminton	soccer
lawn darts	football
tennis	fireworks

**D. Curfew.** All children under 16 years of age and not accompanied by an adult are not allowed on common or grassy areas after 10:30 PM local time.

**E. Other.** Children are subject to all rules and regulations within this document. The Board may prohibit the presence of offending children in the common or grassy areas.

ARTICLE III  
PARKING SPACES AND DRIVES

A. Resident Parking. Homeowners may park their vehicles in their garage, driveway or at the west end, clubhouse or east areas as provided.

PARKING ON THE STREET IS PROHIBITED.

B. Guest Parking. Guest will be required to park in any available host or hostess parking space. They may park on the South side of the street, when necessary.

PARKING ON NORTH SIDE OF STREET IS PROHIBITED.

C. Type of Vehicles. Unlicensed vehicles are prohibited in the Huntington Heights common and grassy areas. All vehicles parked at Huntington Heights shall be for personal and family use. Vehicles prohibited from parking at Huntington Heights, but not limited to:

1. commercial vehicles
2. campers
3. recreational vehicles
4. trailers
5. mobile homes
6. boats
7. catamarans

Moving vehicles engaged in a bona fide move, within a reasonable amount of time, are exempt from this rule. One night or weekend guest are also exempt from this rule as long as guest do not drive unlicensed vehicles.

D. Operative Vehicles. Only vehicles with current licenses may be parked at Huntington Heights. Inoperative vehicles with flat tires shall not remain on the Huntington Heights premise in that condition for more than 24 hours. Storage of vehicles is not allowed. A stored vehicle is a vehicle that is not used for transportation of a Huntington Heights resident on a frequent basis.

E. Use and Care of Vehicles. Motor vehicles shall not exceed the 15 m.p.h. speed limit and shall obey all traffic signs on the premise. Horn blowing, rapid acceleration, and screeching of tires are prohibited in all areas of Huntington Heights. Oil changes, flushing of radiators, and other repair work on motor vehicles is prohibited in all outside areas of Huntington Heights. Vehicles shall be intact and free of large areas of rust or improper finish. Vehicles in unsightly condition are prohibited.

F. Towing. The Board, its agents, and/or the management company may have any vehicle violating these rules towed from the premises and stored at the expense of the vehicle owner.

#### ARTICLE IV

##### PETS

A. Permits. No pets may be kept unless authorized by the Board of Directors.

The only permissible pets are dogs, cats, gerbils, hamsters, caged birds, and aquarium fish.

B. Limit. No more than two pets are allowed per unit. If a unit contains two pets, neither pet should weight over 18 pounds. No pet weighting over 30 pounds is allowed in Huntington Heights. Residents with pets that exceed these limitations at the time the rules are accepted, may keep their pets. But a pet permit must still be obtained, and any pets acquired after the acceptance date must follow the stated rules.

C. Disturbance or Nuisance. If ant pet is creating a nuisance, causing a disturbance, or damages common/grassy areas, its owner can be ordered by the Board and/or the management company to remove the offending pet from the premises at the owner's expense.

D. Pets Outside Their Units. Pets shall be on a leash or carried at all times when outside and shall not be left unattended. Pets must not be allowed to wet on any plant life, vehicles, or structure on the property. Pet owners must pick up their pet's feces immediately after deposit by the pet. In no event shall a pet be tied or staked in common areas.

E. Responsibility. Any resident housing a pet assumes full responsibility and liability for personal injury or property damage caused by the pet. The Association, management company, their agents, and employees are not responsible for any liability arising from allowing the pet to reside or use the common areas within Huntington Heights.

G. Penalty. If three complaints are received on a pet, the Board and/or the management company will have the right to levy a fine. The fine will be determined on an individual basis by the Board based on the nature of the violation.



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ARTICLE V

OTHER COMMON AREA USE

A. Passages. Sidewalks, entrances, and driveways are not to be obstructed or used for any other purpose than entering or leaving the premises.

B. Green Areas. No litter or personal property shall be left in this area. Nothing shall be done in this area which is detrimental to the plant life or sod. Activities prohibited in these areas include but are not limited to:

horseshoes	baseball
volley ball	softball
badminton	soccer
lawn darts	football
tennis	fireworks

Residents should not plant, landscape, fertilize, prune, or alter the green areas without the consent of the Board.

However, residents may beautify the perimeters of their own units with flowers, plantings, or shrubs provided that any homeowners within their building do not object. These beautifications are also subject to the approval or disapproval of the Board of Directors. In the event the Board disapproves, the area shall be returned to the state ordered by the Board.

C. Building Exterior. No articles may be shaken or hung from patios, fences or windows and no clotheslines are permitted. No person or pet shall climb over, dig under, sit upon, or damage any fence or wall in Huntington Heights. Additions to the exterior of a building are not allowed without the written consent of the Board of Directors. Additions include but are not limited to

alterations	extensions
fencing	enclosures of patios
antennae	awning
canopy	shutter
storm doors	storm windows

The Board of Directors will adopt guidelines and standards for such additions.

Firewood must be stacked on patio or deck areas not on the grassy areas. Any other method of stacking wood must be approved by the Board.

ARTICLE VI

MISCELLANEOUS CONDUCT

A. Noises or Disturbances and Illegal Conduct. No resident or his/her affiliates shall make any noise which may disturb or annoy other residents of the condominium or permit actions that interfere with the rights, comforts, or convenience of other residents. All parties must lower the noise volume to the above specifications between 11:00 PM and 7:00 AM each day. No resident may give vocal or instrument lessons within Huntington Heights.

B. Pass Key and Alarms. If burglar alarms are installed, at least one neighbor must be given a key and instructions on turning the alarm off. The Board can request the removal of any alarms that repeatedly sound off. Burglar alarms must be registered with the management company.

C. Cleanliness. Every resident must keep his or her unit and limited common area clean and sanitary. No resident shall do anything which detracts from the cleanliness or sanitation of the common or grassy area. Littering is not permitted at Huntington Heights.

D. Complaints or Suggestions. Complaints or suggestions should be made in writing and mailed to the supervisory staff of the management company. Complaints not acted upon in a satisfactory manner within a reasonable amount of time should be sent, in writing, to the President of the Homeowner's Association.

E. Declaration and By-Laws. These rules and regulations are supplemental to those contained in the Declaration and By-Laws.

F. Guest. All residents are responsible for the actions of their guests and have the duty to see that guest obey these rules and regulations.

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## ARTICLE VII

### LATE ASSESSMENT FEE PROCEDURE

Whereas, Article V, Section 6 of the Declaration of Covenants, Conditions and Restrictions of the Code of By-Laws states "The Board of Directors shall be the governing body of the Corporation representing all the Owners" and

Whereas, Article V, Section 7 of the Declaration of Covenants, Conditions and Restrictions of the Code of By-Laws states "The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to."

(c) "to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary and desirable in connection with the business and affairs of the Corporation" and

(g) "to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners" and

Whereas the Board of Managers has established a policy regarding Late Payments and, the following procedures will be implemented in the collection of homeowners' regular assessments beginning April 1, 1988.

1. Assessment fees are due in the office of the Management Company on the first day of each month.
2. Late notices will be sent on the 10th day of the month. A \$25.00 late charge will be added to accounts with a balance of \$36.00 on the 15th day of the month, and on the 15th day of each month thereafter.
3. When a maintenance fee becomes 60 days past due a claim will be filed in Small Claims Court, and all filing fees and any Court costs will be charged to the delinquent Owners.
4. There will be a \$25.00 charge for checks returned as a result of nonsufficient funds.

ARTICLE VIII  
WAIVER AMENDMENT

A. Waiver. The failure of the Board or management company to enforce any rule or regulation will not waive its right to do so during the continuance or reoccurrence of said violation.

B. Amendment. The Board reserves the right to amend, modify, or repeal any of these rules and regulations or to adopt supplemental rules and regulations when necessary.

Adopted by the Huntington Heights Homeowner's Association Board of Directors on May 1, 1988.

Valerie Cox  
VALERIE COX  
President

Betty K. Bush  
BETTY K. BUSH  
Vice President

Christine Corcoran  
CHRISTINE CORCORAN  
Secretary, Director

Gary Pescillo  
GARY PESCRILLO,  
Treasurer, Director

Cheryl A. Parker  
CHERYL A. PARKER  
Director

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

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Before me, a Notary Public in and for said County and State personally appeared Valerie Cox, Christine Corcoran, Gary Pescillo and Cheryl A. Parker, who acknowledged the execution of the foregoing "Huntington Heights Homeowner's Association, Inc. Rules and Regulation", and who having been duly sworn, under the penalties of perjury, stated the the facts and matters therein set forth are true and correct.

Witness my hand and Notarial Seal this 27<sup>th</sup> day of April, 1988.

Burlin Abner  
Burlin Abner, Notary Public

My Commission Expires:  
4/18/1992  
My County fo Residence: Marion

THIS INSTRUMENT PREPARED BY  
Ezra Friedlander

910059290



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# Huntington Heights Association, Inc.

Co-Owners Huntington Heights Condominiums 1  
10103 Dedham Drive  
Indianapolis, Indiana 46229

## RULES AND GUIDELINES

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Revised and simplified by  
the Rules Committee  
May, 1991.

This document is cross-referenced with a certain Declaration of  
Horizontal Property Ownership and Code of By-Laws recorded on  
August 12, 1972, in the Office of Recorder of Marion County,  
Indiana as Instrument No. 72-19666.

910059290

**Huntington Heights Association, Inc.**

**RULES AND GUIDELINES**

**PREFACE**

It is the philosophy of the Huntington Heights Association, Inc. that residents are entitled to the peaceful enjoyment of their homes. All homeowners are equally responsible for the comfort and well-being of the community.

In keeping with that doctrine, these Rules and Guidelines are made, primarily for the benefit, protection and security of residents. These regulations represent a common-sense approach and are designed to enhance the advantages of condominium living.

The Association is governed by its Declaration and Bylaws, which the Board of Managers must observe and enforce. It is an obligation of each member of the Association to be familiar with these documents. Should you wish further information than that which is contained in this publication, for a nominal fee you may request a copy of the Declaration and Bylaws by writing to the Board of Managers, 10103 Dedham Dr., Indianapolis, IN 46229. You should have a copy as an original owner or should have received a copy from a former owner.

The Declaration and Bylaws are of public record by being recorded in the office of the Recorder of Marion County, Indiana as Instrument No. 72-19666.

It is hoped that there will be voluntary compliance with the Rules and Guidelines. The Board of Managers welcomes the cooperation of all members in the enforcement of these regulations. If a violation occurs, it should be reported to a member of the Board or the Management Company, which has the full support of the Board, so that the rule can be enforced.

**COMMON AREA USES AND RESTRICTIONS**

1. No skateboards are allowed to be used in the Complex and no bicycles are permitted on the sidewalks.
2. No baseball, football, soccer or other sport which may present a hazard to surrounding units or residents is permitted in the common area.
3. No chipping or driving of golf balls, other than plastic "whiffle" type balls, is permitted in any common area.

**FINANCES**

1. The operation of the Association is governed by the Bylaws, which deal with the organization and policies of the group. Included specifically are the administration of the Association, the maintenance of the common areas, and supporting services.

2. The condominium code of Bylaws dictates that all capital and operating funds be derived from the maintenance fees. These funds are used for the continued upkeep of the building exteriors and the common areas, and for the payment of all operating expenses incurred by the community.

3. The annual maintenance fee is generally paid in twelve installments, due the first of each month. For convenience, the Association's current policy is to provide a coupon book and envelopes to each condominium owner. Instructions, including a late fee schedule, are included with the coupons.

4. The Declaration and Bylaws provide for specific remedies against owners who fail to pay all regular, interim and special assessments. Delinquencies and/or failure to pay timely condominium fees could result in a lien being placed against the owner's property or other appropriate legal action. Additionally, expenses incurred in the foreclosure of such a lien or other collection action, including reasonable attorney fees, are the expense of the owner.

#### **INSURANCE**

1. All buildings are insured under a group master policy in an amount sufficient to cover the full replacement cost or any repair or reconstruction work in the event of damage, destruction, loss by fire, or certain other hazards. This also includes a broad form of public liability, covering all common areas and damage or injury caused by the negligence of the Association or any of its agents.

2. Premiums for all such insurance, excluding individual condominiums, shall be common expense.

3. This insurance covers only the exterior of the units. Each homeowner is responsible for personal contents insurance, personal liability insurance and any other coverage which the owner may deem appropriate or desirable.

#### **LEASING**

1. No "For Rent" or "For Lease" or other similar signs are permitted for display in windows or any place within the Complex.

2. Before finalizing a lease with a potential lessee, an owner MUST furnish a Board member (or the Association's management company) with a statement containing the following information:

- A. Unit identification.
- B. Names of Lessee.
- C. Names of persons who will occupy the condominium.
- D. A written acknowledgement providing a statement that the lessee has read the rules and guidelines of the Association and agrees to abide by them.

3. No unit shall be rented for hotel or transient purpose or for an initial term of less than six months or more than 12 months.

4. A copy of the signed lease must be provided to the Board.
5. No lessee may sublease any unit.
6. The Association shall have the right to evict a tenant on behalf of the owner or in the event of violation of State Law or the condominium Bylaws or the Rules and Guidelines of the Association. The tenant shall abide by the Declaration, Bylaws and Rules and Guidelines of the Association.
7. The owner shall be responsible for all attorneys fees and costs incurred by the Association as a result of any violation of the condominium Declaration, Bylaws or the Rules and Guidelines by the tenant, irrespective of whether any suit is instituted and the Association may levy a Special Assessment.
8. The leasing of a unit shall not relieve an owner from the payment of assessments or other obligations and the owner shall remain personally responsible. In the event a tenant fails to comply with the provisions of the Declaration, Bylaws or Rules and Guidelines then, in addition to all other remedies which it may have, the Association shall notify the owner and demand that the same be remedied through the owner's efforts within thirty (30) days after such notice.
9. If such violation(s) is not remedied within thirty (30) days, the owner shall immediately thereafter, at his own cost and expense, institute and prosecute an eviction action against the tenant. If the owner fails or refuses to take appropriate action, the Association may proceed and commence necessary eviction proceedings.

#### **MAINTENANCE**

1. Owners are responsible for all maintenance and repairs within their own condominium. Such repairs and upkeep include, but are not limited to, internal water lines, plumbing, electrical lines, appliances, gas lines, telephones, air conditioning units, doors, windows, lamps and all other accessories belonging to the owner.
2. No external alterations or additions may be made without prior approval of the Board of Managers. This includes, but is not limited to, the installation of patios, fences, antennas, awnings and shutters. No alterations may be made that might affect the safety or structural integrity of the building in which the condominium is located.
3. If there are any questions or doubts about any external alterations or additions, an owner must contact a Board Manager in writing or address a letter to the Clubhouse specifying the inquiry.

#### **MEETINGS**

1. The Association is governed by a Board of Managers elected by the members at the Annual Meeting of the owners. Each owner is a member



of the Association by virtue of the ownership of the condominium and is entitled to one vote per unit owned. Homeowners are encouraged to be candidates to serve on the Board of Managers.

2. Suggestions or constructive criticism to the Board for improvement and operation of the property is encouraged. These must be submitted in writing to 10103 Dedham Dr., Indianapolis, IN 46229. The Board will review any proposals and decide whether to implement them. While it is impossible to rule favorably on every recommendation, homeowners should understand that the Board will give thoughtful consideration to all requests. Upon written request, the Board will explain its action either by letter or in person within 30 days of receipt.

3. The Board of Managers meets on the second Tuesday of every month at the Clubhouse at 6:30 p.m.

4. Special meetings are called occasionally to address particular problems or situations which might arise. The annual meeting of the Association is held in January on the fourth Tuesday of the month. Ample notice of the date, time and place of any meeting is given to all homeowners.

#### PARKING

1. Only motor vehicles currently licensed as passenger cars and certain light trucks large enough to fit in the homeowners garage are permitted to be parked outside the owner's garage area.

2. Boats, campers, trailers, buses, mobile homes, medium and heavy trucks or any other such unconventional vehicles deemed too large for a garage may park in the designated storage area located in front of the vacant lot, on Harwich Drive.

3. Homeowners are encouraged to park their motor vehicles inside their garages.

4. Motorcycles are to follow the same rules as passenger cars and light trucks. Motorcycles may not be driven on sidewalks, in the yard area, parked on porches or started in garages.

5. No motorbikes, go-carts or other unlicensed motor vehicles shall be ridden within the Complex.

6. Parallel parking is not permitted anywhere in the Complex, except for a ten-minute period while loading or unloading the vehicle.

7. There is no parking allowed in any driveway or street that interferes with a person's access to his or her unit/garage.

8. Major repairs to a vehicle are prohibited in the Complex. Minor repairs or maintenance may be performed only within the homeowner's garage.

9. Driving, parking or washing a motor vehicle in the grass area of the Complex is prohibited. Washing a car is permitted while the vehicle is parked on a hard surface, either driving lanes or parking lanes.

10. No junk vehicles shall be parked in the Complex.

11. Violation of any of the parking rules may result in the motor vehicle being towed from the premises at the expense of the owner.

12. The Association assumes no responsibility for damage done to any motor vehicle parked in the Complex.

#### PETS

1. The only permissible pets are small dogs, cats, gerbils, hamsters, caged birds and aquarium fish. No more than two pets are allowed per condominium.

2. No pet may be kept, bred or maintained for any commercial purposes.

3. All dogs shall be restrained on a leash while in the common area of the property. No pets are to be staked out, tied to trees or allowed to roam free.

4. Small dogs are defined as those animals not more than 15 inches in height.

5. All pets must be curbed; any droppings shall be picked up immediately by the pet owner.

6. Pets are not permitted in the pool area or maintenance building.

7. No pet shall be permitted to disturb other residents by barking, howling or other noises. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Complex.

8. The Board reserves the right to declare any pet a nuisance and to require its removal from the premises in the event the owner refuses to comply with pet regulations. Any owner who keeps and maintains a pet in his or her unit expressly assumes all liability for any action by the pet whether the owner had knowledge, notice or forewarning of the likelihood of such action.

#### SECURITY

1. The Association does not provide a security service. However, security lights have been installed between the buildings and at other essential locations.

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2. The Association encourages and recommends the nighttime use of a low-watt porch light bulb. It has been reported such lighting is a deterrent to criminal activity. The cost is minimal. Also, small, inexpensive sensor switches may be purchased to turn porch lights on and off automatically.

3. If you notice unusual activity which might indicate a crime is in progress call the Marion County Sheriff's Dept. at 633-5181.

#### SWIMMING POOL

1. Unless otherwise notified, the swimming pool is open from Memorial Day until Labor Day each year. Rules are posted at the pool.

2. No smoking, food or alcoholic beverage is allowed in the pool area by order of the Board of Health.

3. No glass or bottles are allowed in the pool area by order of the Board of Health.

4. A cleansing shower must be taken before entering the pool by order of the Board of Health.

5. A person must wear regulation swim wear. No one shall be permitted to swim in inappropriate attire including cut-offs, shorts, tank-tops, etc.

6. No more than four guests per resident are allowed at the pool and must be accompanied by a resident. Residents under 21 years of age are limited to one guest only. Homeowners are responsible for the conduct of their guests at all times.

7. Access to the pool is by key only ... not a key handed over the fence to a non-resident. Keys must not be loaned to non-residents. Children must be accompanied by an adult responsible for their conduct and safety.

8. No running, jumping or loud music is allowed in the pool area.

9. Residents must not open the pool doors for non-residents who are not their specific guests and even then, in limited numbers. See paragraph 6 above.

10. Homeowners should allow only immediate family members to use their keys. Nieces and nephews are not considered immediate family and must not be allowed in the pool unless accompanied by the homeowner.

**ATTENTION:** There is no pool attendant or lifeguard on duty.

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### TRASH PICKUP

1. Trash is collected early Tuesday mornings.
2. Residents should place their refuse in strong plastic bags, at least 3 mil. thickness, with ties and set them in the designated areas. Trash may be set out in the evening, after 5 p.m., of the day prior to the scheduled pickup.
3. It is the responsibility of each owner to make sure his trash is properly collected and disposed. If the trash collector fails to gather all of an individual's trash, such individual must make appropriate arrangements for its disposition. Such trash shall not be permitted to remain at the trash pickup site.
4. The proper location for trash to be placed for pick-up is the cement area nearest the resident's home. If the condominium is located on a circle, trash should be placed there.
5. Newspapers, wood scraps and tree/shrubbery trimmings must be securely tied in bundles not longer than three feet round.

### MISCELLANEOUS

1. Do not operate any sound-producing instrument (radio, stereo, television, musical instrument, vehicle radio or stereo) above conversational level outdoors or indoors at the volume that can be heard outside or through common walls.
2. Motor vehicles are not allowed to be operated in such a way as to produce excessive engine or exhaust noise.
3. The only advertising signs permitted are "For Sale" signs which may be displayed at a distance of not more than six feet from a front porch entrance. No signs are permitted at the entrance to Huntington Heights, (on Mitthoeffer and Penrith) except on the day of an open house. Such signs must be removed promptly after the open house.
4. For your safety and security, new homeowners are advised to have the locks changed on all doors.
5. ALL rules must be followed to keep from disturbing the peace and tranquility to which each condominium owner is entitled.
6. The failure of the Board or Management Company to enforce any rule or regulation will not waive its right to do so during the continuance or recurrence of said violation.
7. The posted speed limit in all areas of Huntington Heights is 15 MPH.
8. The Board reserves the right to amend, modify, or repeal any of these rules or to adopt supplemental rules and regulations when necessary.

The foregoing Rules and Guidelines in their present form are adopted by the Board of Managers of Huntington Heights Association, Inc., this 3 day of June, 1991.

HUNTINGTON HEIGHTS ASSOCIATION, INC.

Helen J. Styers  
President-Manager Helen J. Styers

John H. John  
Vice-President-Manager  
John H. John

Brian K. Martin  
Secretary-Manager  
Brian K. Martin

STATE OF INDIANA)  
)SS  
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for the State of Indiana, County of Marion, personally appeared Helen J. Styers Brian K. Martin and John H. John and acknowledged the execution of this instrument this 3 day of June, 1991.

Kathleen M. Russell  
Kathleen M. Russell, Notary Public

My commission expires February 28, 1995.  
Residing in Marion County, Indiana

This instrument prepared by Helen J. Styers, Brian K. Martin and John H. John.

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AMENDMENTS TO ARTICLE II, SECTION 2.05(e)  
AND ARTICLE VII  
TO CODE OF BY-LAWS OF  
HUNTINGTON HEIGHTS ASSOCIATION, INC.

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR  
316907 MAR 17 88  
SUBJECT TO FINANCIAL ACCEPTANCE  
FOR TRANSFER

These Amendments to Article II, Section 2.05(e) and Article VII to the Code of By-Laws are made this 22nd day of November, 1999, by the Huntington Heights Association, Inc., a Mutual Benefit Not-For-Profit Indiana Corporation (hereinafter known as "the Association"), 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 Huntington Heights as follows:

Declaration of Horizontal Property Ownership Huntington Heights Property Regime ("Declaration") duly recorded on April 12, 1972, in the Office of the Recorder of Marion County, State of Indiana, as Instrument Number 72-19665 and a Code of By-Laws of Huntington Heights Horizontal Property Regime ("Original By-Laws") and certain amendments thereto and Huntington Heights Association - Rules and Regulations ("Rules and Regulations") duly recorded on June 18, 1991, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 91-59290 and all amendments thereto.

WHEREAS, the Association and its Co-Owners desire to make amendments to Article II, Section 2.05(e) and Article VII to the Original By-Laws for the purpose to better administer the business affairs of the Association in its operations;

This document is being re-recorded to properly cross-reference it to Instrument #72-19666.

REC 16.00 PAGES: 4  
REC 16.00 PAGES: 4  
03/17/00 03:48PM HANDBA MARTIN MARION CTY RECORDER  
Inst # 2000-0043126

12/08/99 03:09PM HANDBA MARTIN MARION CTY RECORDER  
Inst # 1999-0032243  
JNC 20.00 PAGES: 4

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR  
204909 DEC -8 99  
SUBJECT TO FINANCIAL ACCEPTANCE  
FOR TRANSFER

WHEREAS, the Declaration and Original By-Laws and amendment 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 this Amendment to the 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 this Amendment to the Code of By-Laws, and reference is specifically made to Article I of the Declaration containing the definition of terms. The provisions of this Amendment to the 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, Section 7.01, of the Original By-Laws, these Amendments to the Code of By-Laws has been duly passed by the necessary votes of the Membership in a duly constituted meeting called for such purpose;

NOW, THEREFORE, the Association and its Co-Owners hereby amend its Code of By-Laws as follows:

**ARTICLE II, Section 2.05(e)**

The original language to Article II, Section 2.05(e) of the Code of By-Laws shall be deleted and shall be amended to state the following:

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, the Owners representing a thirty-three percent (33%) of the Percentage Vote, in person or by proxy, shall constitute a quorum at all meetings. The term thirty-three percent (33%) of Owners or of Percentage Vote, as used in these By-Laws, shall mean the Owners entitled to not less than thirty-three percent (33%) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration, as such may be amended from time to time.

**ARTICLE VII**

The original language to Article VII, Section 7.01, of the Code of By-Laws shall be deleted and shall be amended to state the following:

Section 7.01. These By-Laws may be amended by a vote of not less than fifty-one percent (51%) of the Percentage Vote of the Co-Owners in attendance, in person or by proxy, in a duly constituted meeting called for such purpose.

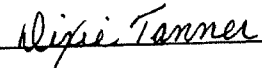
IN WITNESS WHEREOF, the undersigned have caused this Amendment to Article VII to the Code of By-Laws to be executed the day and year first above written.

HUNTINGTON HEIGHTS ASSOCIATION, INC.

By: 

Printed: RICHARD E. ROBERTS  
President

ATTEST:

By: 

Printed: Dixie Tanner  
Secretary



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me Richard E. Roberts, the President,  
and Dixie Tanner, the Secretary, of such Association, a Notary Public  
in and for said County and State, this 22nd day of November, 1999.

My Commission Expires:

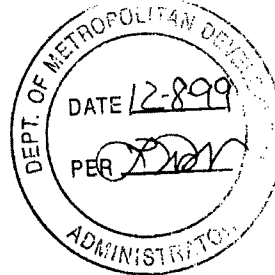
11-15-06

Janet L. Musgrove  
Notary Public

County of Residence:

MARION

JANET L. MUSGROVE  
Printed



This instrument prepared by Gary Dilk, BUSCHMANN, CARR & SHANKS, P.C., 1020 Market Tower, Ten West Market Street, Indianapolis, Indiana 46204. Telephone No. (317) 636-5511.

RECORDED 8th  
DEC. 99  
Christine Stewart

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

AMENDMENT TO ARTICLE 25(d) TO DECLARATION OF  
HORIZONTAL PROPERTY OWNERSHIP

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JRC 17.00 PAGES: 3

HUNTINGTON HEIGHTS  
HORIZONTAL PROPERTY REGIME

3

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR  
04/19/00 DEC-88  
DECLARATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

The Amendment to Article 25(d) to the Declaration of Horizontal Property Ownership,  
Huntington Heights Horizontal Property Regime, were executed and approved this 22<sup>nd</sup> day  
of November, 1999, as follows:

RECITALS

WHEREAS, there is presently in full force and effect the following instrument containing  
various declarations, covenants and restrictions controlling and governing the real estate  
subdivision commonly known as Huntington Heights, which real estate is located in Marion  
County, Indiana:

Declaration of Horizontal Property Ownership, Huntington Heights Horizontal Property  
Regime, recorded April 12, 1972, in the Office of the Recorder of Marion County, Indiana, as  
Instrument Number 72-19665 ("Declaration"); and

WHEREAS, on December 11, 1985, the Huntington Heights Association, Inc.  
("Association") was duly organized and incorporated as an Indiana not-for-profit corporation; and

WHEREAS, Article 25 of the Declaration provides that the Declaration may be amended  
by an instrument recorded in the Office of the Recorder of Marion County, Indiana, approved by  
a vote of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote of the  
Co-Owners in a procedure set forth under the Declaration and Association's By-Laws; and

WHEREAS, the Board of Managers and the Co-Owners within Huntington Heights desire  
to amend certain provisions of the Declaration, which amendment is more fully described in this  
document; and

WHEREAS, the Declaration is incorporated herein by reference and all of the covenants,  
rights, restrictions, and liabilities contained in such document shall apply to and govern the  
interpretation of this Amendment. The definitions and terms as defined and used in the

Declaration shall have the same meaning as in this Amendment, and reference is specifically  
This document is being re-recorded to properly  
cross-reference it to Instrument #72-19666.

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Inst # 1999-0232242

Inst # 2000-0043127

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made to Article 1 of the Declaration 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 25, Amendment of Declaration, these Amendments have been passed by approval of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote of the Co-Owners in an appropriately called meeting; and

NOW, THEREFORE, the Association hereby amends the Declaration to include this Amendment as follows:

AMENDMENT TO  
ARTICLE 25(d), AMENDMENT OF DECLARATION - ADOPTION

The original language of the Declaration set forth in Article 25(d) regarding the Percentage Vote necessary to amend the Declaration of not less than seventy-five percent (75 %) shall be amended and changed. Article 25(d) of the Declaration shall now read in its entirety as follows:

(d) Adoption. There shall be called an appropriate meeting pursuant to the terms of the Declaration and By-Laws. If a quorum is established in such meeting pursuant to Article II, Section 2.05(e) of the By-Laws, any proposed amendment to this Declaration must be approved by a vote of not less than fifty-one per cent (51%) in the aggregate of the Percentage Vote in attendance at such meeting, either in person or by proxy.

IN WITNESS THEREOF, this Amendment was duly passed and approved as of the date first written herein.

HUNTINGTON HEIGHTS ASSOCIATION, INC.

By: *Richard E. Roberts*  
President

Richard E. Roberts  
Printed

ATTEST

*Dixie Tanner*  
Secretary

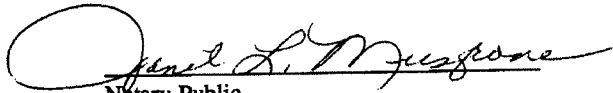
Dixie Tanner  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Subscribed and sworn to by Richard E. Roberts, the President, and Dixie Tanner, the Secretary of such Association, before me, a Notary Public in and for said County and State, this 22nd day of November, 1999.

My Commission Expires:

11-15-06



Notary Public

JANET L. MUSGROVE

Printed

Residing in Marion  
County, Indiana

SEARCHED 8th  
INDEXED dec 99  
Christine Stewart

