

FIRST AMENDMENT TO MERIDIAN TOWERS PRIVATE RESIDENCES HORIZONTAL PROPERTY REGIME

THIS FIRST AMENDMENT TO MERIDIAN TOWERS PRIVATE RESIDENCES HORIZONTAL PROPERTY REGIME ("First Amendment") is entered into this 23rd day of August, 2006, by MERIDIAN GROUP, LLC, an Indiana limited liability company (hereinafter, "Declarant"), as successor in interest to Meridian Towers Development Corporation ("MTDC").

WITNESSETH:

WHEREAS, MTDC entered into that certain Declaration of Meridian Towers Private Residences Horizontal Property Regime recorded August 15, 2003 in the Office of the Recorder of Marion County, Indiana, as Instrument 2003-0169291 (the "Original Declaration") with respect to the two (2) high rise structures of seven (7) floors each commonly known as "Meridian Towers" (the "Project"); and

WHEREAS, MTDC was unable to complete the development and sale of the Units and the Real Estate was acquired through foreclosure proceeding by Declarant; and

WHEREAS, Declarant purchased the Real Estate and intends to complete the renovation of the Units, to sell and operate the Units, and to relinquish the Units to the Association in accordance with the Original Declaration, as amended by this First Amendment (the Original Declaration, as amended by this First Amendment, the "Declaration"); and

WHEREAS, Declarant desires to make minor modifications to some of the Units for the purpose of improving the marketability of the Units and to enhance the overall appeal of the Project, for the benefit of the current Unit Owners and subsequent Unit Owners; and

WHEREAS, Declarant desires to change the name of the Horizontal Property Regime and the condominium development from "Meridian Towers Private Residences Condominiums" to "40 North on Meridian Condominiums".

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. The name "Meridian Towers Private Residences Condominiums" shall be, and hereby is, amended to read in every instance "40 North on Meridian Condominiums", and the Regime shall hereafter be known as the "40 North on Meridian Horizontal Property Regime."



- 2. Exhibit B to the Original Declaration shall be, and hereby is, deleted in its entirety and Exhibit B attached hereto is hereby inserted in lieu thereof.
- 3. Exhibit C to the Original Declaration shall be, and hereby is, deleted in its entirety and Exhibit C attached hereto is hereby inserted in lieu thereof.
- 4. Section 1.1.04 shall be, and hereby is, amended by adding the words "and commercial units" after the words "... which contain residential units".
- 5. Section 1.1.06, "Common Areas and Facilities" is hereby deleted and the following inserted in lieu thereof:
 - 1.1.06. Common Areas and Facilities: "Common Areas and Facilities" means all areas within and appurtenant to the Real Estate of the Meridian Towers Private Residence Condominiums, excepting the Units described in Exhibit C hereto, the Non-Garage Spaces and the Outdoor Parking Area.
- 6. Section 1.1.09 shall be, and hereby is, amended by deleting the words "Meridian Towers Development Corporation, an Indiana corporation" and by adding the words "Meridian Group, LLC, an Indiana limited liability company" in its stead.
- 7. Section 1.1.13, "Floor Plan" is hereby deleted and the following inserted in lieu thereof:
 - 1.1.13. Floor Plan: "Floor Plan" means the floor plans and building plans prepared by Beam, Longest and Neff, LLC, under the date of the 18th day of 2006 and recorded with the Office of the Recorder of Marion County, Indiana as Instrument No. 2006 0132320 a copy of which are attached hereto or incorporated herein by this reference as part of Exhibit B, as amended and/or supplemented from time to time, which set forth the measurements, elevations, and locations of the Meridian Towers Private Residence Condominiums, the location of the planes which constitute the perimeter boundaries of each Unit, the location of the respective Garages, a distinguishing number or other symbol to identify each Unit and such other data as may be required by the Law or this Declaration.
- 8. Section 1.1.15, "Garage Space" is hereby deleted and the following inserted in lieu thereof:
 - 1.1.15. Garage Space, Non-Garage Space and Outdoor Parking Area: "Garage Space" means a portion of a Garage that is delineated on the Floor Plans and designated as Garage Space. The respective Garage Space designated for each building shall be a Common Area and Facility of common use. Outdoor Parking Area is the area delineated on the Floor Plans and designated as Outdoor Parking Area and shall not constitute Common Area and Facility. Non-Garage Space is delineated on the Floor Plans and designated as Non-Garage Space and shall not constitute Common Area and Facility.
- 9. Section 1.1.24, "Relinquish Date" is hereby deleted and the following inserted in lieu thereof:

- 1.1.24. Relinquish Date: "Relinquish Date" means the date on which any one of the following shall first occur: four (4) months after Declarant has conveyed eighty-four of the Units to purchasers for value; (b) the expiration of three (3) years from the date of the Recording of this First Amendment; or (c) the date designated in written notice from the Declarant to all of the Unit Owners as being the Relinquish Date.
- 10. Section 1.1.26, "Site Plan" is hereby deleted and the following inserted in lieu thereof:

Site Plan: "Site Plan" means a drawing prepared by Beam, Longest and Neff, LLC, and certified as to accuracy, based on a legal survey of the Real Estate and Improvements as of the date thereon, included as a part of Exhibit B hereof, depicting the dimensions of the Real Estate and the location and dimensions of the Buildings on the Real Estate.

- 11. Section 1.1.28, "Unit" is hereby deleted and the following inserted in lieu thereof:
- 1.1.28. Unit: "Unit" means a part of the Meridian Towers Private Residences Condominiums, including one or more rooms, designed or intended for independent residential or commercial use and having lawful access to a public way. Each Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Unit as shown on the Floor Plans and the fixtures and improvements located wholly within such boundaries which serve such Unit exclusively. A Unit shall not include the following, wherever located: (a) any structural components of the Meridian Towers Private Residences Condominiums; or (b) any component of a system that serves more than one Unit where such component is an integral part of such system and is not intended to serve the Unit exclusively. Each Unit shall be identified on the Floor Plans by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Law.
- 12. Section 1.1.29, "Unit Resident" is hereby deleted and the following inserted in lieu thereof:
 - "Unit Resident" means a Person who resides in or occupies a Unit.
- 13. Section 2.1, "Improvements" is hereby deleted and the following inserted in lieu thereof:
 - Section 2.1. Improvements: The Improvements-consists of two (2) Buildings, respectively designated East Building and West Building, containing a total of 112 Units of single family residential units and 4 units of commercial units over underground parking garage and basement, outdoor pool with sundeck, exercise rooms, driveways, parking areas, landscaped areas, storage rooms, brick walls, fences, and buried utility facilities, as more particularly set forth on the Site Plan included with the Floor Plans.

- 14. The word "accessed" in the third line of Section 2.6 shall be, and hereby is, amended to read "assessed."
- 15. The word "requests" in the Section 3.11(d)(ii) shall be, and hereby is, amended to read "requirements."
- 16. The words "a designated parking space (other than the Garage space)" in the fourth line of Section 3.4 shall be, and hereby are, amended to read "an undesignated parking space (other than the Garage Space and the Outdoor Parking Area)."
 - 17. Section 3.11(d) is hereby deleted and the following inserted in lieu thereof:

The Units in the West building identified as Units 1A, 1B, 1C and 1D (i) may be used for any lawful purpose; (ii) the interior may be improved as the owner thereof elects in accordance with applicable governmental requirements; (iii) the spaces may be divided as the owner deems desirable, including as suitable for commercial retail or office space tenants; (iv) exterior signage, identifying occupants of the specified units including an exterior five foot high monument sign shall be allowed; (v) parking shall be available for the occupants and their invitees in all non-assigned parking areas; and (vi) occupants and their invitees shall have non-exclusive use of loading and dumpster areas. Condominium assessments shall be in accordance with their respective interest in the common areas. Any commercial, retail or office use or signs relating thereto are only available upon approval by the City of Indianapolis of a rezoning or a zoning variance. All uses and signage within or related to said units shall conform to applicable governmental regulations.

- 18. Section 3.14 is hereby deleted and the following inserted in lieu thereof:
- Section 3.14. Signs: No "For Sale," "For Rent," or any other sign, pictures, banners or posters of any kind or other form of solicitation or advertising or window display shall be maintained or permitted on the Meridian Towers Private Residences Condominiums except the Units in the West building identified as Units 1A, 1B, 1C and 1D without the prior written approval of the Board. All signs shall conform to and be limited by applicable governmental regulations.
- 19. In accordance with sections 3.1 and 8.2(b) of the Original Declaration, Declarant has obtained the written consent of all Unit Owners and First Mortgagees to the foregoing amendment of the Original Declaration in all respects, and Declarant has been authorized by all such Unit Owners and First Mortgagees to record this First Amendment and the Floor Plan attached hereto as Exhibit B in the Office of the Recorder of Marion County, Indiana.

All remaining terms and conditions of the Lease, as modified herein, are hereby ratified and confirmed.

MERIDIAN GROUP, LLC, an Indiana limited liability company

By: Morgan Group, Inc./Its Manager

John Mullen, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, and resident of said County, personally appeared John Mullen, President of Morgan Group, Inc., the Manager of Meridian Group, LLC, who acknowledges the execution of the above First Amendment, as his free and voluntary act and as the free and voluntary act of said corporation for the uses therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 23rd day of August, 2006.

My County of Residence:

Hamilton

Notary Public (Signature)

My Commission Expires:

August 29, 2008

Notary Public (Printed)



This instrument was prepared by Steven M. Pecar, Esq., DANN PECAR NEWMAN & KLEIMAN, Professional Corporation, 8580 Cedar Place Drive, Suite 120, Indianapolis, Indiana 46240.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Steven M. Pecar

GENERAL MODES
* Interior medium rements used modes in January 2003 and May, 2008, include mod floations, where being confloation in 20th foreign of the time of medium rents. The work call height intestair primaris one from the aned licer in linearised licer shall measured within the storegers. Section ments are rulling interior and the shed and surfaces 3965 North Meridian Street The Floor Plans of the Mendian Towers Honzontal Property Regime, recorded on August 15, 2003, as instrument No 2003-169292 have been, and hereby are, amended and restated in their entirety as follows My Commission Expires Subspirition and morn to before me a violary Public in and for and State and 122 day of August 2006 UnitsERRA C PRIZE Koley Public RIZONTAL PROPERTY REGIME said County formerly Meridian Towers HPR) 美国的国际政策 人名英格兰 医克里特氏征 化聚苯基甲基苯甲基 WASHINGTON THE Indianapolis, Marion County TITLE SHEET
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MERIDIAN TOMERS
3965 HORTH MERIDIAN STREE
INDIANAPOUS, IN 46208

Exhibit B

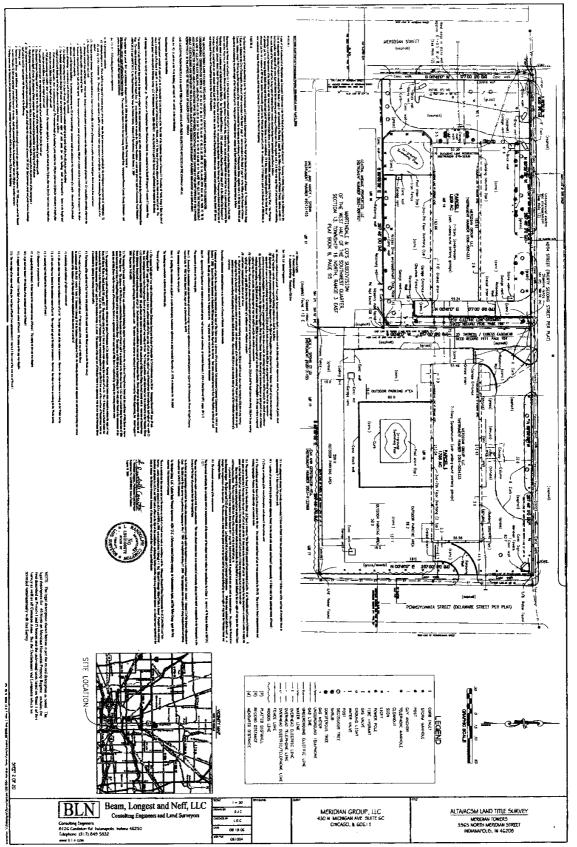
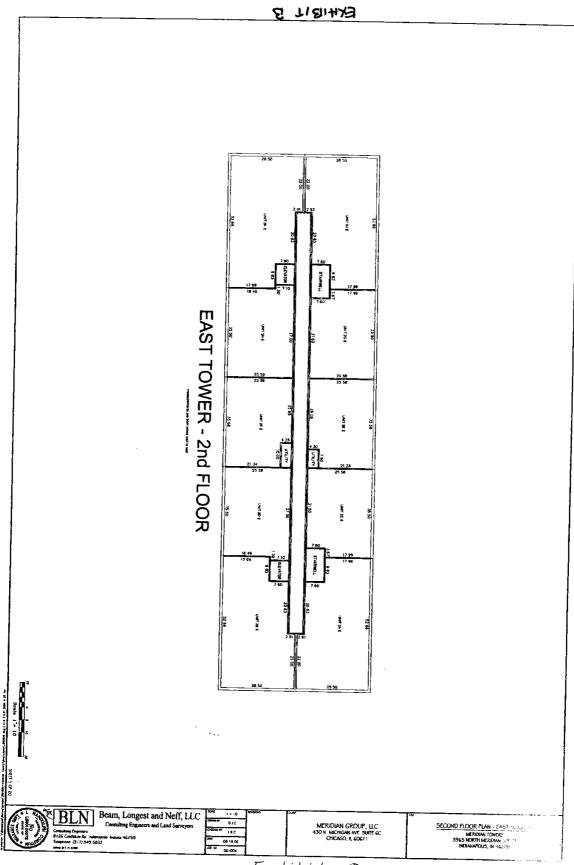


Exhibit B

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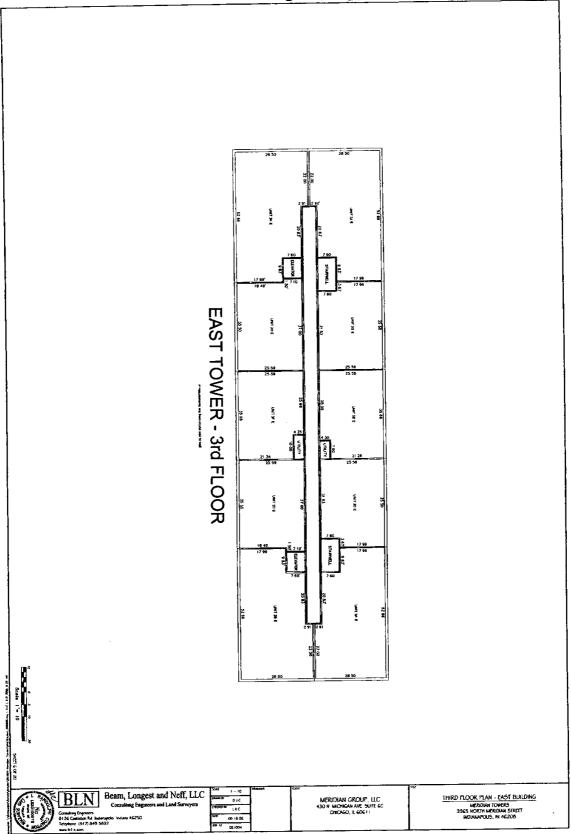


Exhibit B

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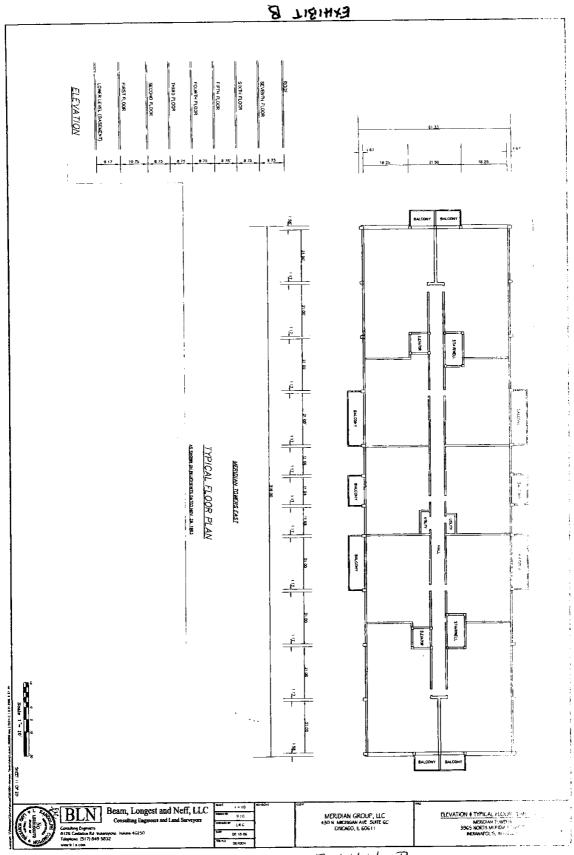


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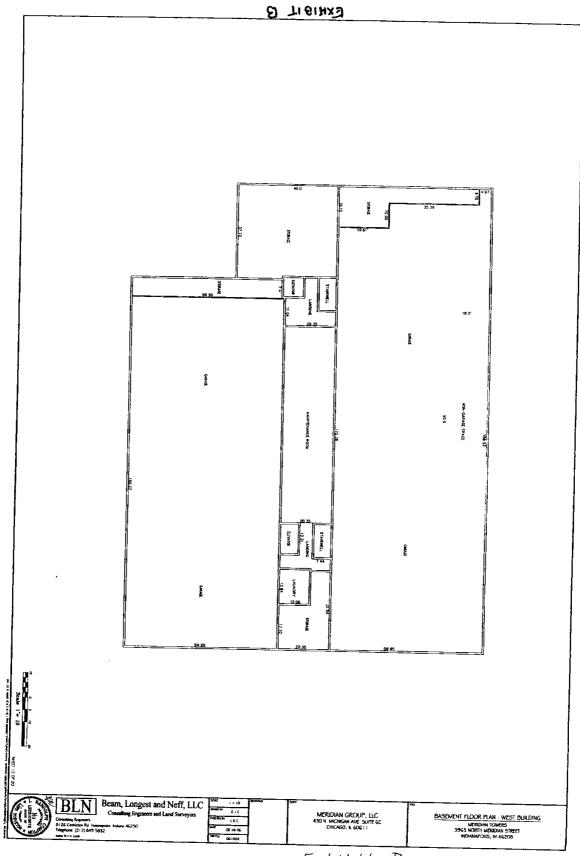
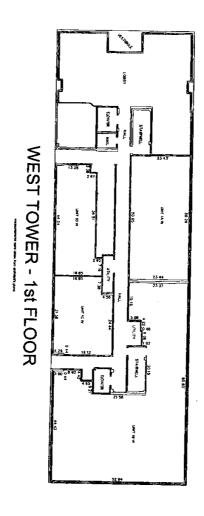


Exhibit B



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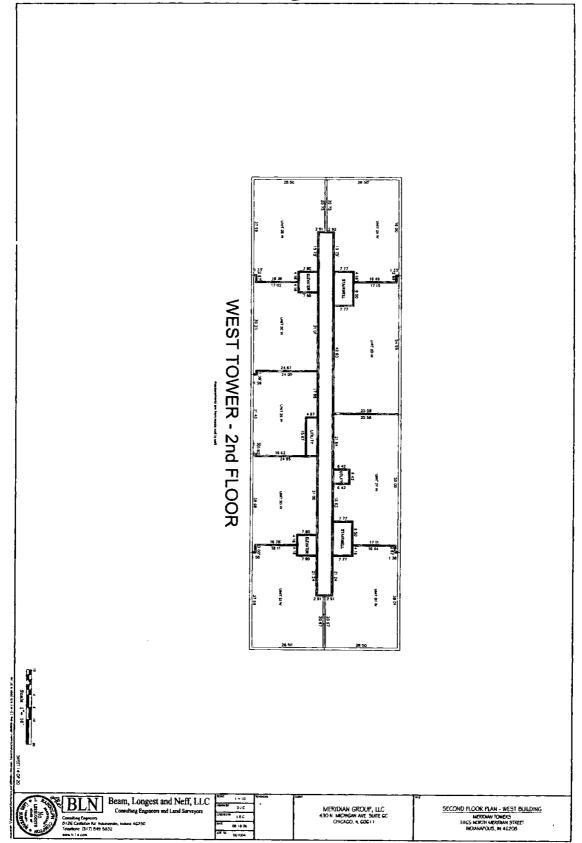


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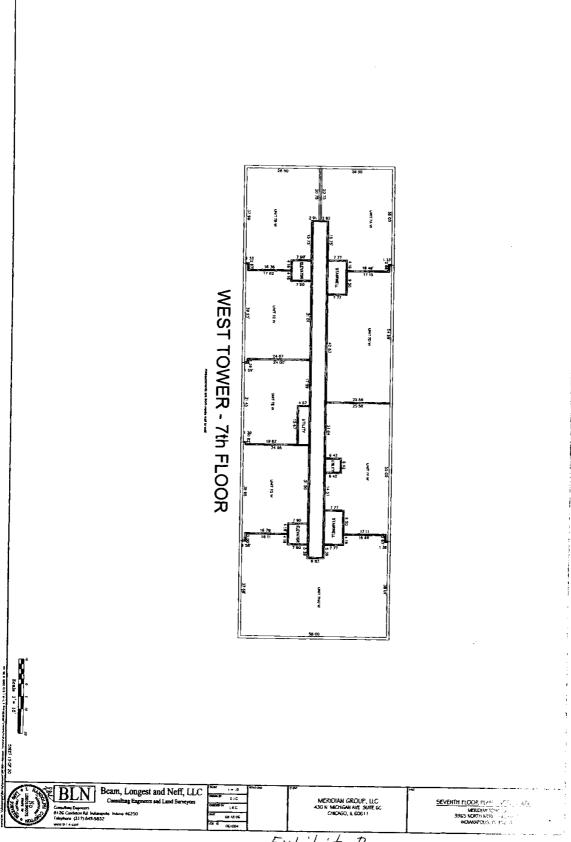


Exhibit B

Exhibit B

EXHIBIT C

40 North on Meridian- % INTEREST OF COMMON AREA 25 East 40th Street

25 East 40th Street			3965 N. Meridian	
E	AST BUILDING	'	WEST BUILDING	
11107.4	% INTEREST	1 1844 T 44	% INTEREST	
UNIT#	1.007%	UNIT#	COMMON AREA 0.899%	
1B	0.621%	1B	2.185%	
1D	0.671%	1C	0.539%	
1J	0.842%	1D	0.565%	
1K	1.119%	2A	0.812%	
2A	1.020%	2B	0.812%	
2B	1.020%	2C	0.664%	
2C	0.671%	2D	0.966%	
2D	0.701%	2 E	0.599%	
2E	0.671%	2F	0.935%	
2F	0.664%	2G	0.664%	
2G	0.671%	2H	0.812%	
2H	0.701%	2J	0.811%	
2J 2K	1.020% 1.020%	3A 3B	0.812% 0.812%	
3A	1.020%	3C	0.664%	
3B	1.020%	3D	0.966%	
3C	0.671%	3E	0.599%	
3D	0.701%	3F	0.935%	
3E	0.671%	3G	0.664%	
3F	0.664%	3H	0.812%	
3G	0.671%	31	0.811%	
3H	0.701%	4A	0.812%	
3J	1.020%	4B	0.812%	
3K	1.020%	4C	0.664%	
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4G	0.671%	5A	0.812%	
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4J	1.020%	5C	0.664%	
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6F&H	1.375%	7A	0.811%	
6G&J	1.698%	7B	0.812%	
6K	1.020%	7C	0.664%	
7A	1.020%	7D	0.966%	
7B&D		7E	0.599%	
7C	0.671%	7F	0.935%	
7E	0.671%	7G	0.664%	
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WEST	46.687%	
TOTAL %	100.000%	