

MARTHA A WOMACKS  
MARION COUNTY RECORDER

**FILED**

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PIKE TOWNSHIP  
ASSESSOR

FILED ENTERED FOR RECEPTION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

(70)

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

This is the Declaration of Parkside at Georgetown Condominium made on or as of the 12th day of November, 2002, pursuant to the provisions of the Indiana Horizontal Property Law, (I.C. 32-1-6-1 as amended, the "Condominium Act").

**Recitals**

A. Portrait Homes L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana, "Declarant", is the owner in fee simple of all of the real property described in Exhibit "A" attached hereto and the improvements thereon and appurtenances thereto (the "Property").

B. The Declarant desires to create of the Property a site of individually owned Units, and commonly owned areas and facilities, and to these ends to submit the Property to Condominium ownership under the provisions of the Condominium Act.

NOW, THEREFORE, Declarant hereby makes the establishes the following plan for Condominium ownership of the Property under and pursuant to the Condominium Act:

**Definitions**

The terms used in this document shall have these meanings, unless the context requires otherwise:

1. "Articles" and "Articles of Incorporation" mean the Articles, filed with the Secretary of State of Indiana, incorporating Parkside at Georgetown Condominium Association, Inc. as a non-profit corporation under the provisions of Indiana Code, as the same may be lawfully amended from time to time.

2. "Association" and "Parkside at Georgetown Condominium Association, Inc." means the non-profit corporation created by the filing of the Articles and is also one and the same as the Association created for the Condominium pursuant to the provisions of the Condominium Act.

3. "Board" and "Board of Directors" mean those persons who, as a group, serve as the Board of Directors of the Association and are also one and the same as the Board of Directors of the Condominium established for the Condominium pursuant to the provisions of the Condominium Act.

4. "Building" means a structure containing six or less Units and having a garage facility as part of each Unit, and which may be shown on Exhibit "A", as constructed from time to time.
5. "By-Laws" means the By-Laws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the Condominium Act for the Condominium. A true copy of the By-Laws is attached hereto as Exhibit "C" and made a part hereof.
6. "Common Areas" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "Common Areas and facilities" of the Condominium under the provisions of the Condominium Act, including, but not limited to, mailboxes, master television antenna, if any, walks and streets shown on the Plans, and recreational facilities, if any, constructed by Declarant on the Property for the benefit of all Unit Owners.
7. "Common Expenses" means the proposed or actual expenses affecting the Condominium Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the items described in Section 3 (a) (1) of Article XV.
8. "Condominium" and "Parkside at Georgetown Condominium" mean the Condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.
9. "Condominium Act" means the statutory law of the State of Indiana regulating the creation and operations of Condominiums and is presently the Indiana Horizontal Property Law, (I.C. 32-1-6-1 as amended).
10. "Condominium Organizational Documents" means the Articles, the By-Laws, the Plans, and this Declaration, as the same may lawfully be amended from time to time.
11. "Condominium Property" or "Property" means the tract of land hereinafter described as being submitted to the Condominium Act, all Buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
12. "Declarant" means Portrait Homes L.L.C., a limited liability company formed under the laws of the State of Illinois, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
13. "Declaration" means this instrument by which Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

14. "Director" and "Directors" means that Person or those persons serving, at the time pertinent, as a trustee or trustees of the Association, and mean that same Person or those persons serving in the capacity of a member of the Board of Directors of the Association, as defined in the Condominium Act.
15. "Eligible Holder of the First Mortgage Lien" means the holder of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association requesting notification of any proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgage Liens.
16. "Limited Common Areas" means those Common Areas serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the Occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "Limited Common Areas and facilities" of the Condominium under the provisions of the Condominium Act.
17. "Occupant" means a Person lawfully residing in a Unit, regardless of whether that Person is a Unit Owner.
18. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.
19. "Plans" means the floor plans and other information of the Units as filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File, Instrument No. \_\_\_\_\_, which Plans are incorporated herein by this reference, as the same may be lawfully amended from time to time.
20. "Plat" means that Plat recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 2002-0233978, as the same may be lawfully amended from time to time.
21. "Unit" and "Units" means that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Condominium Act, provided that no structural components of the Building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Areas, shall be deemed to be a part of such Units.
22. "Unit Owner" and "Unit Owners" mean that Person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Indiana's non-profit corporation statutory act.

## ARTICLE I.

### THE LAND

A legal description and a site plan of the land constituting a part of the Condominium Property, located in Marion County, Indiana, is attached hereto and marked "Exhibit A".

## ARTICLE II.

### NAME

The name by which the Condominium shall be known is "Parkside at Georgetown Condominium."

## ARTICLE III.

### PURPOSE; RESTRICTIONS

**Section 1. Purposes.** This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee simple interests may be conveyed; to establish a Unit Owners' Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment and well being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

**Section 2. Restrictions.** The Condominium Property shall be subject to the following restrictions:

(a) **Unit Uses.** No garage sale, moving sale, rummage sale or similar activity shall be conducted by an Owner within the Condominium Property without approval of the Association. No trade or business may be conducted in or from any Unit, except that an Owner or Occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the Unit; (b) the business activity conforms to all zoning requirements for the Condominium Property; (c) the business activity does not involve persons coming onto the Condominium Property or door-to-door solicitation of residents of the Condominium Property; and (d) the business activity is consistent with the residential character for the Condominium Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of the other residents of the Condominium Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such

activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant with respect to its development and sale of the Condominium Property or its use of any Units or proposed, which it owns within the Condominium Property or which is within the Additional Property. Declarant has the right to use any Unit it owns, within the Property or Additional Property, for sales office, model, and/or construction/business purposes. All sales offices and models shall be or become Units in the Condominium Property, and are therefore designated as condominium units pursuant to the Condominium Act. Declarant may have up to eight models, which may be relocated from time to time within the Condominium, whose size and floor plan is reflected in the Plans, and any model and any sales office may be utilized to market all of Declarant's projects, including but not limited to projects in Marion County, Indiana.

(b) **Common Areas Uses.** The Common Areas (except the Limited Common Areas) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purpose for which they are intended, and as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of Units, provided, however, that unless expressly provided otherwise herein, no Common Areas shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants, subject to such rules and regulations as may from time to time be promulgated by the Board.

(c) **Limited Common Areas Uses.** Except as specifically provided otherwise herein, those portions of the Common Areas described herein and shown on the Plans as Limited Common Areas shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Areas and Limited Common Areas set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board.

(d) **Visible Areas.** Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes or curtains) or placed on the outside walls of a Building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, satellite dish or any other device or ornament shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio or balcony unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. Notwithstanding the foregoing, fences constructed to partially or completely enclose the rear patio area of any Unit (herein patio fences), located no more than twelve (12) feet away from the rear of the Building, shall be permitted so long as they are in compliance with all laws, rules and regulations, no greater than six (6) feet in height, constructed of white vinyl, and otherwise approved in writing by the Board.

(e) **Nuisances.** No portion of the Condominium Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or

untidy condition or that will be visibly obnoxious; nor shall any substance, thing, or material be kept upon any portion of the Condominium Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of other Unit Owners. No noxious, illegal or offensive activity shall be carried on upon any portion of the Condominium Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Condominium Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium Property. It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition in his or her Limited Common Areas. The pursuit of hobbies or other activities, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium Property.

(f) **Vehicles**. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trucks weighing in excess of three-fourths of a ton, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have operating licenses shall not be permitted on the Condominium Property except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with tarpaulin for seven (7) consecutive days without the prior written approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Condominium Property during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicles parked in violation of this Section or parking rules promulgated by the Board may be towed. Notwithstanding the foregoing sentence, the driveway parking spaces may not be used for parking unless the attached garage parking space is already being used for vehicle parking. The use of the attached garage for storage of anything, which interferes with the storage of vehicles, is prohibited.

(g) **Renting and Leasing**.

(1) **Limits on the Number of Leased Units ("Rental Cap")**. To insure harmony and that the residents within Parkside at Georgetown share the same interest in and respect of the Units and the Common Areas, no more than twenty-five percent (25%) of the Units may be leased or rented to non-owner Occupants at any given time, except as may be otherwise provided in this Article III, 2, (g). If at any time such percentage of Units are leased or rented, an Owner who wants to rent or lease his or her Unit which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Unit shall immediately notify the Board of Directors or Managing Agent of such fact and that Unit shall immediately notify the Board of Directors or Managing Agent of such fact and that Unit cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to

rent their Units. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Unit. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Units may be leased or whether the maximum number of Units within Parkside at Georgetown is currently being leased. If the maximum number of Units is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of the Owner's position on the waiting list.

(2) Hardship Exception and Waiver. Notwithstanding Article III, 2, (g)(1) above, if an Owner wishes to rent or lease his or her Unit, but the maximum number of Units is currently being leased, the Owner may request the Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Unit, but only if the Owner satisfies all other requirements of this Article III, 2., (g). Such decisions shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (i) death, dissolution or liquidation of an Owner;
- (ii) divorce or marriage of an Owner;
- (iii) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Parkside at Georgetown due to a change of employment or retirement of at least one (1) such Owners;
- (iv) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of a least one (1) of such Owners; or
- (v) other similar circumstances

(3) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Unit other than the entire Unit shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a Member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Unit. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the Unit shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the Unit.

(4) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

(5) Association's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within thirty (30) days after execution.

(6) Violations. Any lease or attempted lease of a Unit in violation of the provisions of this Article III, 2, (g) shall be voidable at the election of the Association's Board of Directors or any other Parkside at Georgetown Owner, except that neither party to such lease may assert this provision of this Article III, 2, (g) to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Parkside at Georgetown Owner, shall have the right to exercise any and all available remedies at law or equity.

(7) Institutional Mortgagees. The provisions set forth in this Article III, 2, (g) shall not apply to any institutional mortgagee of any Unit which comes into possession of the Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (a) on the Common Areas, signs regarding and regulating the use of the Common Areas, provided they are approved by the Board; (b) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent provided the use is approved by the Board; and (c) on the Common Areas and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant. Finally, all signs shall comply with sign regulations adopted in Marion County.

(i) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common Areas, which may impair the structural integrity of any improvement.

(j) Building on Easements. Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.



(k) **Animals**. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Areas. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash (not longer than six feet in length) maintained by a responsible Person, (ii) the permitting of animals on the Common Areas shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy fines and enforcement charges against persons who do not clean up after their pets; and (iii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants.

(l) **Conveyances**. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The legal description of each Unit shall consist of the identifying number or symbol of such Units as shown on the Plat. The undivided interest of a Unit in the Common Areas shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit owner's Unit has been transferred to another Person. In addition, each Unit Owner agrees to provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(m) **Discrimination**. No action shall at any time be taken by the Association or its Board, which in any manner would discriminate against any Unit Owner in favor of another. Further, the Association agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments adopted by the Metropolitan Development Commission in Resolution Number 85-R-69, 1985.

(n) **Architectural Control**. Except as hereinafter specifically provided, no fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the Plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography.

(o) **Decorating**. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Areas serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning,

paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, doors, floor and ceilings, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense. Decorating of the Common Areas (other than interior surfaces within the Units as above provided and other than interior surfaces of Limited Common Areas), and expressly including without limitation, the exterior surfaces of all outside doors (including garage doors) to each of the Buildings shall be furnished by the Association as part of the Common Expenses. The interiors and exteriors of all windows forming part of the perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

(p) **Flooring.** Each Unit Owner shall maintain a floor covering upon all floor areas within his Unit with the exception of those floor areas utilized as a kitchen, bathroom or closet so as to provide an insulation from sound transmission in accordance with standards set forth by the Board.

(q) **Water Discharge.** No clear water sources, including but not limited to foundation drains, sump pumps and road drains shall be permitted to the discharge into the sanitary sewers.

(r) **Arbitration.** In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter.

(s) **Occupants.** All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Unit Owners and which provided for sanctions against Unit Owners shall also apply to all Occupants, guests and invitees of any Unit. Every Unit Owner shall cause all Occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such Occupants, notwithstanding the fact that such Occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and rules and regulations adopted pursuant thereto.

(t) **Communication Towers.** No towers for wireless communication facilities shall be located on the Property.

(u) **Dusk-to-Dawn Lights.** Each Owner shall operate the dusk-to-dawn lights installed on the exterior of the Unit to provide lighting from dusk-to-dawn, and each Owner shall replace the light bulbs as a part of the operation of the dusk-to-dawn lights.

## ARTICLE IV.

### IMPROVEMENT DESCRIPTIONS

The residential Buildings of the Condominium contain two, four, or six Units, and the principal material of which these Buildings are constructed are wood frame, vinyl siding, partial brick veneer, shingle roofs, on a slab on grade or poured basement foundation. The Buildings are tentatively located as shown on the Plans, and the Buildings are subject to amendment by Declarant.

## ARTICLE V.

### UNITS

**Section 1**     **Unit Designations.** Each of the Units is designated on the Plans by a number, the first two digits indicate the Building number and the last two digits indicate the Unit number within a Building. Information concerning the Units, with a listing of proper Unit designations, is shown on Exhibit "B" attached hereto.

**Section 2.**     **Composition of Units.**

(a)     **Unit Composition.** Each Unit consists of the space in the Building designated by that Unit's designation on the Plans that is bounded by the undecorated interior surfaces of the vertical, perimeter walls; the unfinished surface of the floor and garage floor, and the unfinished interior surface of the ceiling, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space, and all improvements within that space. Without limiting the generality of the foregoing, each Unit shall include:

(1)     the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and other finishing material applied to floors, ceilings, and interior surfaces of the perimeter walls and carpets, paneling and other finishing material attached to the interior surfaces of the perimeter walls;

(2)     all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(3)     all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the Building and from utility pipes, lines or systems serving the entire Building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal Units, refrigerators, stoves and hoods, televisions antennas and cables, furnaces, hot water heaters, heat pumps,

and air-conditioning Units, and components thereof, if any (even if located outside of the bounds of the Unit), serving only that Unit;

(4) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and roof decks which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(5) all interior walls, that are not necessary for support of the structure, and all components thereof and all space encompassed thereby;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit; excluding therefrom, however, all of the following items located within the bounds of that Unit:

(a) any structural element of the Building contained in interior walls; and

(b) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits, which serve any other Unit.

(b) **Unit Sizes: Locations and Components.** The location of each part of each Unit, the approximate size of each Unit's interior, and the number of rooms in each Unit are shown on the Plans.

## ARTICLE VI.

### COMMON AND LIMITED COMMON AREAS

**Section 1. Common Areas - Description.** All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, including the streets, roadways, water distribution system and sanitary sewer system, except those portions labeled or described herein or in the Plans as a part of a Unit, are Common Areas.

**Section 2. Limited Common Areas - Description.** Those portions of the Common Areas that are labeled or designated "LCA" or "Limited Common Areas" on the Plans, are Limited Common Areas. In the case of each Unit, the Limited Common Areas appurtenant to that Unit consist of patios on the main level of a Unit or the balcony of a Unit, front door stoop, if any, and driveway. All such Limited Common Area is a reserved for the exclusive use of the Owners and Occupants of the Unit(s) designated to be served by the same.

**Section 3. Undivided Interest.** The initial undivided interest in the Common Areas of each Unit is based upon the size of the Unit as described on Exhibit "B". The minimum and maximum undivided interest in the Common Areas is described in Exhibit "F" attached hereto. The Common Areas shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Areas. Further, the undivided interest in the Common Areas of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Areas will be void unless the Unit to which such interest is allocated is also transferred.

If at a later time the Condominium is expanded, as hereinafter provided, the undivided interests of Units in the Common Areas shall be uniformly reallocated so that all Units, whether originally in the Condominium or added at a later date, have undivided percentage interests in the Common Areas based upon the size of the Unit.

**Section 4. Dedication Rights Reserved.** In addition to all easements and rights previously granted by recorded documents against the Property, Declarant hereby reserves the right at its sole discretion to dedicate or otherwise convey portions of the Property (but not those portions on which a Unit is situated) to any public agency or governmental authority or quasi-public utility for purposes of streets, roads, roadways, utilities, recreation areas, storm detention basins, storm outfall, storm trunk piping, water, sidewalks and other benefits and improvements, and rights-of-way and easements therefor. Such right to make such dedications or conveyances shall not require the consent, approval or signatures of either the Board or any Unit Owner, and such dedication or conveyance shall be considered fully accomplished and conclusively binding upon each of said Unit Owners and upon the Association when set forth in writing or in a Plat of Dedication executed by the Declarant which has been recorded in the Office of the Recorder of Marion County, Indiana, provided, however, that nothing in this paragraph shall be construed to in any manner require or obligate Declarant to make any such conveyance or dedication.

In further of the foregoing, an irrevocable power coupled with an interest is hereby granted to the Declarant and the Board as agent and attorney-in-fact, to grant such easements or make such dedications or conveyances. Each deed, mortgage, trust deed or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of the consent to such power to each of said attorney-in-fact and shall be deemed to reserve to Declarant and the Board the foregoing powers and rights.

## ARTICLE VII.

### UNIT OWNERS' ASSOCIATION

**Section 1. Establishment of Association.** The Association has been formed to be and to serve as the Unit Owners' Association of the Condominium. The Declarant is presently the sole member of the Association. The Association shall be managed in accordance with the By-Laws.

**Section 2. Membership.** Membership in the Association shall be limited to the Unit Owners, and every Person or entity who is or becomes a record owner of a fee or undivided fee-simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

**Section 3 Voting Rights.** Each Unit Owner shall be entitled to vote its undivided interest in the Common Areas for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit and a trustee of a voting trust and an officer of a corporation owning a Unit shall have the right to vote with respect to a Unit.

**Section 4. Board of Directors.** The Board initially shall be those five (5) persons named as the initial Directors pursuant to the provisions of the Articles, or such other Person or persons as may from time to time be substituted by Declarant. The Board shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. Notwithstanding the foregoing, Declarant shall have the right to any time to waive its right to select one or more Directors or to vote in an election of Directors.

**Section 5. Authority.** The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Areas, negotiate agreements and contracts with public or private utilities, including cable companies, and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners.

In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each Unit Owner.

**Section 6. Delegation of Authority; Professional Management.** The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a part of Common Expenses, provided, however, that any agreement for professional management shall not exceed two years unless renewed by agreement of the parties for successive two-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, for goods, services, or for any other thing, including without limiting the generality of the foregoing, contracts for the providing

of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on sixty (60) days' written notice. Initially, the management of the Association shall be performed by Encore Real Estate Co., at a monthly rate of the greater of \$400.00 or \$14.00 per Unit for each Unit which has been subjected to the Declaration and sold by Declarant to a third party.

The decision by the Board not to have professional management, or to terminate professional management and assume self management, shall not be made without the consent of Eligible Holders of the First Mortgage Liens on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain.

## ARTICLE VIII.

### AGENT FOR SERVICE

The name of the Person to receive service of process for the Association, and that person's residence or place of business, is:

Peter G. Koransky, Esq.  
Koransky & Bouwer, P.C.  
425 Joliet Street, Suite 425  
Dyer, IN 46311

In the event this individual for any reason ceases to be registered with the Secretary of State of Indiana as Statutory Agent for the Association, the Person so registered shall be the Person to receive service of process for the Association.

## ARTICLE IX.

### MAINTENANCE AND REPAIR

**Section 1. Association Responsibility.** The Association shall maintain and repair the Common Areas, including and not limited to the water distribution system, utility facilities serving more than one Unit, utility lines in the Common Areas, laterals serving one or more Units to the connection into the gravity main, including any requirements of instruments of record, streets including cul-de-sac necks, lawns, shrubs, trees, walkways, fences (excluding patio fences), and all Buildings which are a part of the Common Area and which may be located within a sanitary sewer or utility easement, and, provided, however, that the Association shall not be required to provide routine maintenance or cleaning or snow removal with respect to the driveways, nor shall it repair or maintain any improvements within such Limited Common Areas. The Association will contract for all trash removal, and the Association shall timely remove all graffiti from fences (excluding patio fences).

**Section 2. Individual Responsibility.** Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner; and shall provide routine maintenance and cleaning and snow removal with respect to the driveways (unless responsibility is undertaken by the Association through the Board), sidewalks and patios, appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, the repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor; and repair and maintenance of the interior of the garages facilities, balconies, patios, porches, and decks and any improvements therein, including but not limited to outside lights and patio fences. The Board shall have the right and authority at its discretion to assess the costs for the repair, maintenance or replacement of Limited Common Areas (including, without limitation, balconies, driveways, parking spaces or patios and accompanying patio fences), in whole or in part to the Unit or Units within the Building where so located or assigned or to require the Unit Owners to pay for, or cause the repair, maintenance and replacement to be performed by the Unit Owners. In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or Occupant, or its agent, invitee, licensee or pet, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit Owner by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

## ARTICLE X.

### UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. In the event any utility service is not separately metered the cost thereof shall be a part of Common Expense and paid by the Association, except that, with respect to any meters measuring the use of light, heat, sanitary sewer or water on the basis of the consumption thereof for one or more Units in a Building or the entire Condominium Property, at the option of the Board and its sole discretion, the expenses therefor may be allocated to and assessed against the Unit or Units located within that Building or the entire Condominium Property. In such an event, all of the Units in each said Building or the entire Condominium Property shall be responsible for the total cost of said metered expense for said Building or the entire Condominium Property, and among themselves each of said Units shall be responsible for that proportion of said cost equal to the proportion which the Percentage Ownership of Common Areas of said Unit bears to the total Percentage Ownership of Common Areas of all of the Units in the Building or the entire Condominium Property.



## ARTICLE XI

### INSURANCE; LOSSES BONDS

**Section 1. Fire and Extended Coverage Insurance.** The Board shall have the authority to and shall obtain insurance for all Buildings, structures, supplies, machinery, fixtures and equipment and common personal property and supplies now or at any time hereafter constituting a part of the Common Areas or common property of the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, policies issued in the locale of the Condominium Property, in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with a deductible not greater than the lesser of \$ 10,000 or 1% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even through these improvements may be parts of Units but shall not include additions or improvements to the Units and interior decorating of the Units by the Unit Owners; and any other items of personal property for which coverage is required by The Mortgage Corporation, Federal National Mortgage Association, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;

(c) shall be obtained from a insurance company authorized to write such insurance in the State of Indiana which has a current rating of Class B/111, or better, or, if such company has a financial rating of Class 11, then such company must have a general policy holder's rating of at least A, all as determined by the then latest edition of Best's Insurance Reports, or its successor guide, or such higher rating as may, from time to time, be required by The Mortgage Corporation, Federal National Mortgage Association, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium; or, if the insurer does not satisfy these rating requirements, that insurer is reinsured by a company that has a B/111 or better rating;

(d) shall provide that its coverage is primary, and be written in the name of Association for the use and benefit of the individual Unit Owners and their mortgage

holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders.

(e) shall contain or have attached the standard mortgage clause commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer of first mortgages on Units, which must provide that the insurance carrier shall notify all holders of first mortgages named at least ten (10) days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit owner's mortgagee;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner or Person under the control of the Association; and

(g) shall contain such other endorsements and meet such other requirements as are, from time to time, required by The Mortgage Corporation, Federal National Mortgage Association, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

The cost of this insurance and all insurance described in this Article XI (excluding Section 6) shall be a Common Expense, payable by the Association; however, if there is a cost of insurance which is applicable to some but not all of the Units, the Board, in its discretion, may charge an additional assessment to each Unit Owner the amount of the additional insurance premium charged.

**Section 2. Liability Insurance.** The Association shall obtain and maintain a comprehensive policy of general liability insurance covering all of the Common Areas, insuring the Association, the Board, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars (\$1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, legal liability arising out of lawsuits related to employment contracts of the Association, and additional coverages as are ordinarily obtained with respect to projects similar in construction, location and use. Each such policy must provide that it may not be canceled or substantially

modified by any party, without at least 10 days' prior written notice to the Association and to each Eligible Holder of a First Mortgage Lien upon any Unit.

**Section 3. Fidelity Coverage.** The Board shall obtain and maintain, or cause to be obtained and maintained, fidelity coverage for the Association against dishonest or fraudulent acts on the part of the Board, managers, employees, agents, or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) 150% of the estimated annual operating expense of the Association, including reserves; (ii) the maximum funds that will be in the custody of the Association or its agent at any time; or (iii) the sum of three months worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required to obtain its own fidelity bond providing similar coverage.

**Section 4. Other Association Insurance.** In addition, the Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance, and such other insurance as the Board may determine.

**Section 5. Insurance Representative; Power of Attorney.** Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

**Section 6. Unit Owners' Insurance.** Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as the Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other

casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and trustees, and all other Unit Owners and Occupants.

**Section 7. Sufficient Insurance.** In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause of peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event of complete destruction of all of the Buildings such as causes the termination of the Condominium pursuant to Article XII, Section 1, below, the Condominium shall be terminated, in which event such repair, restoration or reconstruction shall not be undertaken.

**Section 8. Insufficient Insurance.** In the event the improvements forming a part of the Common Areas or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless there is complete destruction of all Buildings such as causes the termination of the Condominium pursuant to Article XII, Section 1, below, the Association shall make repairs, restoration or reconstruction of the Common Areas so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Areas. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit owner's share for such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

## ARTICLE XII.

### DAMAGE; RECONSTRUCTION

**Section 1. Complete Destruction.** In the event of the complete destruction of all of the Buildings containing Condominium Units [as determined by a vote of Unit Owners holding two-thirds (2/3) of the voting power held by all Unit Owners] the Buildings shall not be reconstructed, and the insurance proceeds, if any, shall be divided among the Unit Owners and their respective mortgages in the percentage by which each Unit Owner owns an undivided interest in the Common Areas and facilities, and the property shall be considered as removed from the Condominium under section 32-1-6-28 of the Indiana Code, unless, by a vote of two-thirds (2/3) of the voting power held by all Unit Owners, a decision is made to rebuild the Building, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein for capital contributions.

**Section 2. Reconstruction.** In case of fire or any other casualty or disaster, other than complete destruction of all Buildings containing the Condominium Units, unless the Unit Owners elect for reconstruction as provided above, the improvements shall be promptly reconstructed and the insurance proceeds applied to reconstruct the improvements.

**Section 3. Failure to Reconstruct.** If it is determined by the Unit Owners to not rebuild after casualty or disaster has occurred, then in that event:

- a. The Property shall be deemed to be owned in common by the Unit Owners;
- b. The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such Unit Owner in the Common Areas;
- c. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Unit Owner in the Property; and
- d. The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each Unit Owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

## ARTICLE XIII.

### CONDEMNATION

**Section 1. Standing.** Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear except that any award or proceeds of settlement for the withdrawal of a Limited Common Area will be for the use and benefit of the Unit Owners entitled to their use. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

**Section 2. Use of Proceeds.** The award of proceeds of settlement in any such proceedings, after reduction by the cost, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Plans, or in accordance with any new Plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the Eligible Holders of the First Mortgage Liens on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of the First Mortgage Liens appertain. If the award of proceeds is insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a part of Common Expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgages, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Areas. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be

immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and future liability for Common Expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

**Section 3. Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or its attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

#### ARTICLE XIV.

#### GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

**Section 1. Easements of Enjoyment; Limitations.** Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Areas and a right of access to and from his, her or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Areas, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Areas. Any Unit Owner may delegate that Unit owner's right to enjoyment to the Common Areas and to ingress and egress to the members of that Unit owner's family and to Occupants. Each Unit Owner shall have an easement for the installation, use, repair, replacement and relocation of a sprinkler system in the Common Area adjacent to such Owner's Unit, provided that the construction of any such sprinkler system be approved by the Declarant or, after the sale of all Units in the Condominium Property, by the Board of Directors of the Association.

**Section 2. Right of Entry for Repair, Maintenance and Restoration.** The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including, in the case of the Association, each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Areas may be exercised without notice; otherwise, the

Association shall give the Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Areas.

**Section 3. Easement for Encroachments.** Each Unit and the Common Areas shall be subject to easements for encroachments on any other Unit and upon the Common Areas created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Plans. Valid easements for these encroachments and for the maintenance of the same, so long as the encroaching structures remain, shall and do exist. However, no easement shall be permitted and no pavement or concrete, including driveways and sidewalks, if installed, shall be constructed on or within one foot horizontal distance of any sanitary sewer manhole or cleanout casting.

**Section 4. Easement for Support.** Every portion of a Building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another Building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such Buildings, utility lines, improvements and other portions of the Condominium Property.

**Section 5. Easements for Utilities.** There is hereby created upon, over and under all of the Condominium Property easements to the Association and all public agencies, governmental authorities and quasi-public utilities, for ingress and egress to, and the constructing, installation, extending, operating, inspecting, reconstructing, replacing, removing, repairing and maintaining of all utilities, including, but not limited to, water, sanitary sewer, storm sewer, gas, telephone, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for such companies to construct and maintain the necessary poles and equipment, wires, circuits and conduits on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits and conduits do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any such company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof and without the approval of any mortgagee, which consent is hereby given.

**Section 6. Easement for Services.** A non-exclusive easement is hereby granted to all police, fireman, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Areas in the performance of their duties.

**Section 7. Easements Reserved to Declarant.** Non-exclusive easements are hereby reserved to the Declarant, their contractors, subcontractors, agents, successors and assigns, over and upon the Common Areas (a) for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods for warranties hereunder, for purposes of making repairs required pursuant to those



warranties or pursuant to contracts of sale made with Unit purchasers, and (c) to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for the Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale of Units or the developing of Units and Common Areas and Additional Property (as hereafter defined), including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units as model residences and to use any Units as an office for the sale of Units and for related activities and to use any Unit as a construction office.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for its benefits and the benefit of future owners and Occupants of the area into which the Condominium may be expanded (the "Additional Property"), hereinafter described, for pedestrian and vehicular access over roadways and footpaths within the Condominium Property, for ingress and egress to and from the Additional Property, and each part thereof, and to extend the same onto the Additional Property. Additionally, Declarant, for itself and its successors and assigns, reserve an easement across the Common Areas to reach, and right to extend and tie into, utility lines in the Common Areas, as permitted by public authority and the utility company involved, to extend such lines into the Additional Property to service the same. These easements shall continue in effect whether or not all of the Additional Property, or any part thereof, is added to the Condominium.

**Section 8. Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, hereby irrevocably appoints the President of the Association, his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement and other instruments as may be necessary or desirable, in the sole discretion of the Board, to further establish or effectuate the foregoing easements. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

**Section 9. General.** The easements and grants provided herein shall in no way affect any other recorded grant or easement.

## ARTICLE XV.

### ASSESSMENTS AND ASSESSMENT LIENS

**Section 1. Types of Assessments.** Each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, (3) special individual Unit assessments, and (4) working capital assessments.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

**Section 3. Elements-Appportionment: Due Dates.**

(a) **Annual Operating Assessments.**

(1) At such time prior to the closing by Declarant of the sale of the first Unit, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Areas, Common Expenses of the Association consisting of the following:

- a. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;
- b. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;
- c. the estimated next fiscal year's costs for utility services not separately metered;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements and usual and ordinary repair expenses, and for the funding of insurance deductibles in the event of casualty loss;
- f. a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for the purpose and not for usual and ordinary repair expenses of the Common Areas and facilities. This fund for capital expenditures and replacement and repair of Common Areas and facilities shall be maintained in a separate interest bearing account with a bank or savings and loan association. Assessments collected for contributions to this fund may not be subject to Indiana gross income tax or adjusted gross income tax;
- g. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting Common Expenses not otherwise herein specifically excluded;

h. the Association's share of any expense of maintenance, repair and replacement of private streets on the Additional Property; and

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Areas, and thereby establish the annual operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The annual operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro-rata share of the annual operating assessment for that Unit.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(5) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained by the Association, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(6) Except for its responsibilities as a Unit Owner as provided in this Declaration, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Areas.

(b) **Special Assessments for Capital Improvements.**

(1) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Areas to the extent reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to twenty-five percent (25%) of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners.

(2) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas, and shall

become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) **Special Individual Unit Assessments.** The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs which are or were the responsibility of a Unit Owner, the cost of insurance premiums separately billed to a Unit Owner, and a Unit owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Areas attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

(d) **Working Capital Assessments.** Each Unit Owner shall pay to Association at the closing of the purchase of that Unit three months' estimated Common Expenses for each Unit as a working capital fund. The initial contribution to such working capital fund shall be collected at the closing of each Unit, and such initial amounts paid shall not be considered as advance payments of regular assessments.

**Section 4. Effective Date of Assessments.** Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, on the date approved by the Board (with respect to assessments described in Section 3 of this Article XV), and upon the date that any installment of such assessment becomes delinquent (with respect to late charges and interest), and/or the date costs are incurred by the Association (with respect to costs of collection). Written notice of the amount of the assessments established pursuant to Section 3 of this Article XV shall be sent by the Board to the Unit Owner subject thereto prior to the due date thereof, or the due date of the first installment thereof, if to be paid in installments. Written notice mailed or delivered to a Unit owner's Unit shall constitute notice to that Unit Owner, unless the Unit Owner has delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner. Failure of the Board to deliver such notice in accordance with the foregoing shall not invalidate the assessment, nor constitute a defense by any party to the collection of the assessment or enforcement of the lien therefor. Notwithstanding anything to the contrary contained herein, Declarant shall be excused from paying any of the assessments described in this Article XV for any Units owned by Declarant and offered for the first time for sale for a period of time that begins on the day this Declaration is recorded and terminates on the first day of the twenty-fourth calendar month following the month in which the closing of the sale of the first Unit of the Building added in each amendment to the Declaration occurs.

**Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.**

(a) If any assessment or any installment of any assessment is not paid when due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable, (ii) charge interest on the entire unpaid balance at the rate of interest of ten percent (10%) per annum, or at such rate as the Board may from time to time determine, and (iii) charge a reasonable, uniform late fee, as determined from time to time by the Board, as well as the cost of collection, including, without limitation, reasonable attorneys' fees to the extent not prohibited by Indiana law. The interest, late fees, and costs of collection shall be considered to be part of the "Assessment" for all purposes herein.

(b) Annual operating and both types of special assessments, together with interest, late charges and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof.

(c) At any time after an installment of an assessment levied pursuant hereto remains unpaid after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, and interest and costs, (including attorneys' fees), may be filed with the Recorder of Marion County, Indiana, pursuant to authorization given by the Board. The certificate shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the then current amount of the unpaid portion of the assessment. The failure to include current interest, fees, and costs of collection, in such certificate shall not invalidate the Association's right to collect such interest, fees, and costs of collection accruing before or after the filing of such certificate.

(d) Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Marion County, Indiana, courts for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(e) Each such assessment together with interest, fees, and costs of collection, (including, without limitation, reasonable attorneys' fees to the extent not prohibited by Indiana law), shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. In a voluntary conveyance of the Unit, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the Unit and/or grantor for such Unit's or grantor's share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

(f) Any grantee of an interest in a Unit shall be entitled to a statement from the Board setting forth the amount of the unpaid installments of the assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in such certificate.

(g) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees and costs, (including attorneys' fees), bring an action at law against the Unit Owner or owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Unit Owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association as plaintiff in any such action shall be entitled to the appointment of receiver to collect such rent, and to become a purchaser at the foreclosure sale, and acquire, hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or having the lien securing the same. In any such action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent not prohibited by the Indiana law.

(h) No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Areas, or any part thereof, or by abandonment of his, her or its Unit.

**Section 6. Subordination of the Lien to First Mortgages.** The lien of the assessments and charges provided for herein shall be subject and subordinate to the tax liens on the Unit in favor of any assessing Unit and special district, and the lien of any duly executed first mortgage on a Unit recorded prior to the effective date of such assessment.

## ARTICLE XVI.

### NOTICE TO MORTGAGEES

Any holder, insurer or guarantor of a first mortgage, upon written request to the Association (which request states the name and address of such holder, insurer or guarantor and the Unit designation or address), shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed addition or amendment of the Condominium Organizational Documents effecting a change or addition in provisions establishing, providing for, governing or regulating (a) voting, (b) assessments, assessment liens or subordination of such liens, (c) reserves for maintenance, repair and replacement of Condominium Property, (d) insurance or fidelity bonds, (e) rights to use of the Common Areas, (f) responsibility for maintenance and repair, (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the

- Condominium, (h) the boundaries or composition of any Unit, (i) the interests in the Common or Limited Common Areas, (j) the convertibility of Units into Common Areas or of Common Areas into Units, (k) the leasing of any Unit or part thereof, (l) the imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit, (m) the management of the Condominium, (n) the restoration or repair of the Condominium, or (o) any provisions which are for the express benefit of the holder, insurer or guarantor of any first mortgage on a Unit.
2. any proposed termination of the Condominium as a Condominium regime;
  3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder of the First Mortgage Lien;
  4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
  5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (the Secretary of the Association shall furnish each Unit Owner and each Eligible Holder of the First Mortgage Lien whose interest may be affected, prompt notice of the obtaining, change or termination of any insurance policy.);
  6. any decision by the Association to reconstruct the Condominium Buildings where all Buildings containing Units have been destroyed;
  7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;
  8. times and places of Unit Owners' meetings;
  9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days;
  10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible Holder of the First Mortgage Lien; and
  11. any proposed action which requires the consent of a specified percentage of Eligible Holders of the First Mortgage Liens.

No notice shall be required for any addition or amendment of the Condominium Organizational Documents made for the purpose of correcting technical errors or for clarification only, nor to any mortgagee who is not an Eligible Holder of the First Mortgage Lien.

## ARTICLE XVII.

### AMENDMENTS

**Section 1. Power to Amend.** Except as hereinafter provided, amendment of this Declaration (or the other Condominium Organizational Documents) shall require (a) the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners (including Declarant), and (b) notice to all Eligible Holders of the First Mortgage Liens on Units. Notwithstanding the foregoing:

(a) The prior written consent of all Unit Owners shall be required for any amendment effecting a change in:

- i) the boundaries of any Unit;
- ii) the undivided interest in the Common Areas appertaining to a Unit or the liability for Common Expenses appertaining thereto except as permitted by the expansion provisions in this Declaration;
- iii) the number of votes in the Association appertaining to any Unit except as permitted by the expansion provisions in this Declaration;
- iv) to terminate the Condominium or remove any interest from the Property; or
- v) the fundamental purposes to which any Unit or the Common Areas are restricted.

(b) Unless at least seventy-five percent (75%) of the Eligible Holders of the First Mortgage Lien (based upon one vote for each mortgage owned), and seventy-five percent (75%) of Unit Owners have given their prior written approval (except in some cases a greater majority or unanimous approval may be needed as provided herein or in the Act) the Association shall not be entitled to (a) take any action, or (b) make any change, which materially affects the operation of the Association, including the following:

- (i) Voting rights;



- (ii) Assessments, assessment liens, or subordination or assessment liens;
- (iii) Reserves for maintenance, repair and replacement of Common Areas;
- (iv) Responsibility for maintenance and repairs;
- (v) Reallocation of interest in the general or Limited Common Areas, or rights to their use except as permitted by the expansion provisions in this Declaration;
- (vi) Boundaries of any Units;
- (vii) Convertibility of Units into Common Areas or visa versa;
- (viii) Expansion or contraction of the Property, or the addition, annexation or withdrawal of property to or from the Property except as permitted by the expansion provisions in this Declaration;
- (ix) Insurance or fidelity bonds;
- (x) Imposition of any restrictions on a Unit owner's right to sell or transfer his or her Unit;
- (xi) A decision by the Association to establish self-management when professional management had existed previously;
- (xii) Restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (xiii) Any action to terminate the legal status of the Property after substantial destruction or condemnation occurs;
- (xiv) Provisions that specifically and explicitly expressly benefit Eligible holders of a first mortgage lien, mortgage holders, insurers or guarantors;
- (xv) The prorata interest or obligations of any individual Unit for the purpose of: a) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards or b) determining the prorata share of the ownership of each Unit in the Common Areas, except as provided in the expansion provisions;
- (xvi) Dimensions of any Unit by partition or subdivision;
- (xvii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas;

- (xviii) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Areas) for other than repair, replacement or reconstruction of such Condominium Property, except as provided by statute in case of substantial loss to the Units and/or Common Areas.

Notwithstanding the above, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium Property shall not be deemed a transfer within the meaning of this clause.

- (c) Eligible Holders of the First Mortgage Lien shall have the right to examine the books and records of the Association or the Condominium project.

- (d) The consent of Eligible Holders of the First Mortgage Liens on Units to additions or amendments to the Condominium Organizational Documents shall not be required except in those instances, previously described, in which the Eligible Holders of the First Mortgage Liens on Units are entitled to written notice of such proposed additional or amendment.

- (e) Any Eligible Holders of the First Mortgage Liens who obtain title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee.

- (f) In any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), without the consent, approval or signature of each Unit Owner, to (i) amend the Condominium Organizational Documents, to the extent necessary to conform to the requirements then governing the purchases or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Mortgage Guaranty Insurance Corporation, Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other similar agency or organization, (ii) induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownership, (iii) to correct typographical errors, surveyor errors in descriptions or otherwise or obvious factual errors the correction of which would not impair the interest of any Unit Owner or mortgagee, (iv) bring this Declaration into compliance with the Act or (v) to amend Exhibits "A", "B", "D", "E" and "F" for each expansion; and further provided that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power of Declarant to vote in favor of, make, execute and record

any of the foregoing amendments. The rights of Declarant under his Section shall terminate at such time as Declarant no longer holds or controls title to a Unit and the right of Declarant to add the Additional Property has expired.

An Eligible Holder of the First Mortgage Lien on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the request party a negative response within thirty (30) days after it receives such written notice (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request. The rights of Declarant shall terminate at such time as Declarant no longer holds or controls title to a Unit and the right to expand the Condominium has expired.

**Section 2. Method to Amend.** An amendment to this Declaration (or the Plans or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Marion County, Indiana.

## ARTICLE XVIII. EXPANSIONS

**Section 1. Reservation of Expansion Option and Option not to Expand.** Declarant expressly reserves the option to expand the Condominium Property as provided in this Article. Notwithstanding the foregoing, the Declarant reserves an option to not expand the Condominium.

**Section 2. Limitation on Option.** Declarant has no limitation on its option to expand the Condominium Property except as provided in this Article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property. No Unit owner's consent is required to enable Declarant to expand the Condominium Property.

**Section 3. Maximum Expansion Time.** Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

**Section 4. Legal Description.** A legal description, by metes and bounds, of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E", and referred to herein as the "Additional Property".

**Section 5. Composition of Portions Added.** Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this Article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

**Section 6. Time for Adding Portions.** Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

**Section 7. Improvement Location Limitations.** There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

**Section 8. Maximum Number of Units.** The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is ninety-six (96), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property.

**Section 9. Non-Residential Uses.** The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

**Section 10. Compatibility of Structures.** All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonable compatible with, but need not be substantially identical to, the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and

harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling Units in a Building, variances in set-backs or locations of structures in relation to other improvements, or changes in layout of Units.

**Section 11. Improvements other than Structures.** With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made; except that any such non-structural improvements shall not be incompatible with other improvements than then on the Condominium Property.

**Section 12. Types of Units.** The types of Units and recreational facilities, if any, which may be constructed upon the all or any portion of the Additional Property and added to the Condominium Property are shown on the Plans filed herewith, but need not be substantially identical to such Plans or to any of the types of Units then on the Condominium Property.

**Section 13. Limited Common Areas.** Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, balconies, patios, porches, decks, and limited common driveway areas in front of garages. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the Buildings and other improvements on each portion, and other factors presently undetermined.

**Section 14. Supplementary Plans.** Declarant does not consider any other drawings or Plans, other than the Condominium Plans, presently appropriate in supplementing the foregoing provisions of this Article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and Plans with respect to the Additional Property as required by the Condominium Act.

**Section 15. Procedures for Expansion.** All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium Act, of an amendment to the Declaration that contains the information, drawings and Plans with respect to the Additional Property and improvements thereon added required by the Condominium Act.

**Section 16. Effects of Expansion.** Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

- (a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had

been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as follows. Each amended Declaration shall include (i) an amended Exhibit "D" which shall amend Exhibit "D" hereto by setting forth the legal description of such addition, and (ii) an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended percentages of the undivided interests in the Common Areas (as amended and added to by such amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such amended Declaration). The percentage of the undivided ownership interest in the Common Areas as amended by each amended Declaration, and as set forth in the amended Exhibit "B", shall be determined and adjusted in the following manner:

1. The Common Areas as amended by such amended Declaration shall be deemed to consist of:

(i) the Common Areas as existing immediately prior to the recording of such amended Declaration (hereinafter referred to as the "Existing Common Areas"); and

(ii) the Common Areas added by such amended Declaration (hereinafter referred to as the "Added Common Areas").

2. The Units as amended by such amended Declaration shall be deemed to consist of:

(i) the Units existing immediately prior to the recording of such amended Declaration (hereinafter referred to as the "Existing Units"); and

(ii) the Units added by such amended Declaration (hereinafter referred to as the "Added Units").

The size of each of the Added Units shall be added to the current aggregate size of the Existing Units and the total thereof shall be deemed to be the new size of all Units of the Property. "Size" as used in this paragraph shall be determined by the Declarant as of the date of such recording of the amended Declaration. Such determination by the Declarant shall be conclusive and binding

upon all Unit Owners, mortgagees and other parties who then or in the future have any interest in the Property.

3. The percentage of undivided ownership interest, as amended and adjusted by such amended Declaration, in the entire Common Areas, consisting of the Existing Common Areas, plus the Added Common Areas, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the size of each Unit in relation to the size of all Units of the Property, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit "B" attached to such amended Declaration, in the Added Common Areas, as well as in the Existing Common Areas.

4. Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Areas, including all such Added Common Areas as well as all Existing Common Areas.

5. The recording of an amended Declaration shall not alter or affect the amounts of any liens for Common Expenses due from any Existing Unit Owners prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for Common Expenses or other assessments.

6. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Areas, shall automatically be deemed to be adjusted and amended when an amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Areas for such Existing Unit as set forth in the amended Exhibit "B" attached to such amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Areas.

1) In all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

2) Each owner by acceptance of the deed conveying his Unit, Areas as set forth in each such amended Declaration shall be agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the

respective percentages of ownership in the Common deemed to be made by agreement of all Unit Owners.

3) The foregoing provisions of the Declaration and deeds and mortgages of the Units and Common Areas contain and will contain clauses designed to accomplish a shifting of the Common Areas. None of the said provisions shall invalidate the other toward the end that a valid shifting of the percentage interest in the Common Areas can be accomplished.

## ARTICLE XIX.

### GENERAL PROVISIONS

**Section 1. Covenants Running With the Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

**Section 2. Enforcement.** In addition to any other remedies provided in this Declaration, Declarant, the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration.

**Section 3. Severability.** Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

**Section 4. Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to



make the provisions hereof apply either to corporations, partnerships, limited liability companies, men or women, shall in all cases be assumed as though in such case fully expressed.

**Section 5**     **Captions.** The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

**Section 6.**     **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States and the Governor of Indiana.

**Section 7.**     **Notices.** Notices provided for in the Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association or Board, as the case may be, at 6880 North Frontage Road, Suite 100, Burr Ridge, Illinois, 60527 or to the Unit Owner at the address of his Unit, or at such other address as hereinafter provided. The Association or Board may designate a different address or addressees for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

**Section 8.**     **Litigation/Arbitration.** No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the voting power of Unit Owners. However, this Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration against someone other than Declarant (including, without limitation, the foreclosure of liens), (b) actions brought for collection of assessments or proceedings involving challenges to ad valorem taxes, or (c) counterclaims brought by the Association in proceedings initiated against it. The Association, or any Unit Owner, in the event of any unresolvable dispute with the Declarant, shall be obligated to engage in arbitration to settle and resolve said dispute, and the cost of said arbitration shall be born by the Association or Unit Owner, respectively.

**Section 9.**     **Exculpation.** Notwithstanding anything contained in this Declaration, if at any time Declarant shall fail to perform or pay any covenant or obligation to be performed or paid under this Declaration or any other agreement, and as a consequence thereof a Unit Owner or third party claiming by, through or under a Unit Owner, shall recover a money judgment against Declarant, such judgment shall be enforced against and satisfied out of only the proceeds of sale produced upon execution of such judgment and levy thereon against Declarant's interest in the Condominium Property, the rents, issues or other income receivable from the Condominium Property after such judgment is obtained, or the consideration received by Declarant from the sale of other disposition of the Condominium Property after such judgment is obtained. The provisions of this Section 9 are not intended to relieve Declarant from the performance of any of its obligations hereunder, but rather to limit Declarant's liability as aforesaid.

**Section 10. Non-Liability of the Board, Officers and Declarant.** Neither the Board, Officers of the Association nor Declarant shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such Board, Officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence, fraud or criminal intent. The Unit Owners shall indemnify and hold harmless each member of the Board, Officers and Declarant, and their respective members, heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 12<sup>th</sup> day of November, 2002.

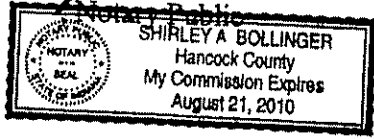
PORTRAIT HOMES L.L.C., an  
 Illinois limited liability company  
 By: [Signature]  
 Its: Vice President

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF MARION )

Before me, a notary public, personally appeared Shirley A. Bollinger a member of Portrait Homes L.L.C., an Illinois limited liability company, the Declarant in the foregoing instrument, who acknowledged the execution of this instrument to be the signatory's free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my names this 12<sup>th</sup> day of November, 2002.  
Shirley A. Bollinger

My Commission Expires: 8-21-10  
 County of Residence: Hancock



This instrument prepared by Greg A. Bouwer, Koransky & Bouwer, P.C., 425 Joliet Street, Suite 425, Dyer, Indiana 46311.

THIS INSTRUMENT PREPARED BY:  
 James M. Mahan  
 The Schneider Corporation  
 8801 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-628-7100

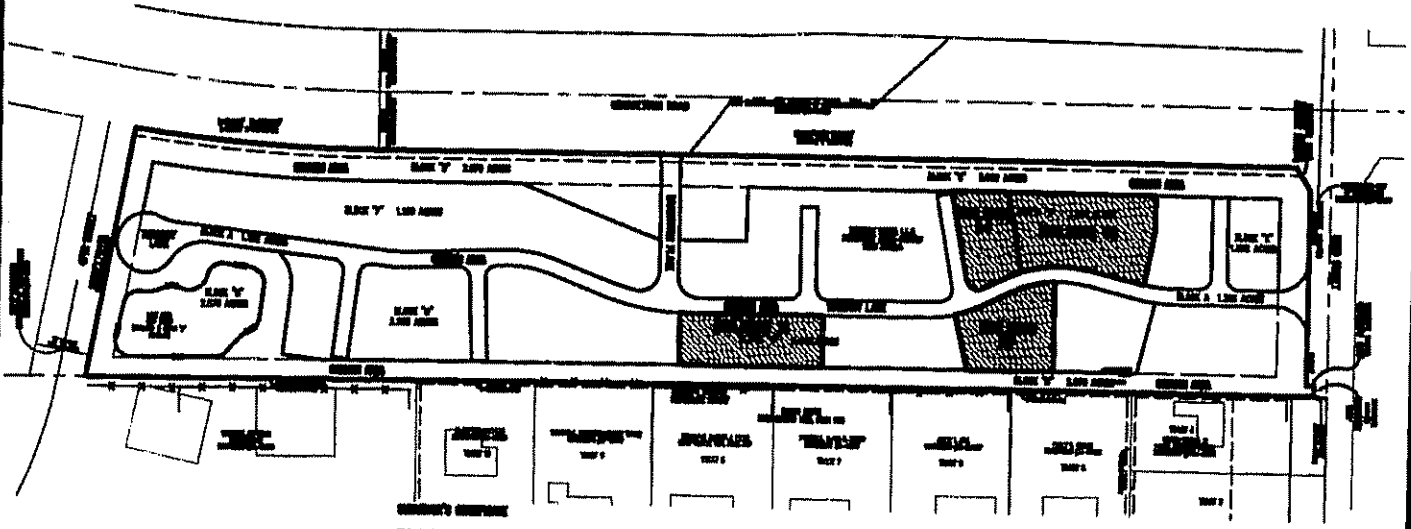
### REPLAT OF PART OF BLOCK 'E' AND BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM



**Board Description (Instrument #2000-028037)**

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, P16 Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.00 feet from the Northwest corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 54 seconds East 1,280.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.46 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence westerly 308.03 feet along an arc to the left and having a radius of 1,954.86 feet and subtended by a long chord bearing a bearing of North 4 degrees 18 minutes 36 seconds East and a length of 328.72 feet along said right of way line; thence North 0 degrees 00 minutes 01 second West 1,372.70 feet along said right of way line; thence North 57 degrees 03 minutes 23 seconds East 34.84 feet (doubt) 34.33 feet (measured) along said East right of way line to a point on the South right of way line of West 22nd Street; thence North 80 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 89 degrees 00 minutes 00 seconds East 14.36 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.



**Surveyor's Certificate**  
 This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of its Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions thereof.  
 Given my hand and seal at Indianapolis, Indiana this 11th day of November, 2000.

S. & S.C. - DRAWING AND SEVEN EIGHT  
 J.P. - ARCHITECTURE EXHIBIT  
 S.C. - ARCHITECTURE EXHIBIT  
 S.C. - ARCHITECTURE EXHIBIT  
 S.C. - ARCHITECTURE EXHIBIT

*James M. Mahan*  
 James M. Mahan  
 Registered Land Surveyor  
 No. 880013



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**  
 BLOCKS 02, 03, 04, 05, 06, 07, 08, 09, 10

OF SHEET 1

EXHIBIT B

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDINGS 3, 4, 18, 20

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PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	5.611267%
0302	5.611267%
0303	4.055449%
0304	4.055449%
0305	5.611267%
0306	5.581773%
0401	4.711694%
0402	4.711694%
0403	4.711694%
0404	4.711694%
1801	4.711694%
1802	4.711694%
1803	5.581773%
1804	5.581773%
1805	5.611267%
1806	5.581773%
2001	4.711694%
2002	4.711694%
2003	4.711694%
2004	4.711694%
	100.000000%

EXHIBIT C

BY-LAWS

OF

Parkside at Georgetown Condominium Association, Inc.

**ARTICLE I**

Members  
(Unit Owners)

SECTION 1. Eligibility. There shall be one class of Members of Parkside at Georgetown Condominium Association. The Members shall consist of the respective Unit Owners of the Property known as Parkside at Georgetown Condominium located within Marion County, Indiana (called "Property"), in accordance with the respective percentages of ownership interest in the Common Areas of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Parkside at Georgetown Condominium Declaration for Parkside at Georgetown Condominium Association, which Declaration is recorded in the Office of the Recorder of Marion County, Indiana. The words "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner, or employee of such Unit Owner or beneficiary.

SECTION 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interests.

SECTION 3. Regular Meetings. The first regular annual meeting of Unit Owners as determined by Declarant (the "First Meeting") may be held within the limits of Marion County, subject to the terms hereof, on any date, at the option of the Board, provided, however, that said First Meeting shall be held not later than either (a) sixty (60) days after Portrait Homes L.L.C. ("Declarant") has sold and delivered its deed for at least 75% of the Units, or (b) twenty-four (24) months from the recording date of the Declaration, whichever is earlier, provided, however, that (a) in computing the aforementioned "75%" figure, the numerator shall be the number of Units which have been sold and for which a deed had been delivered, and the denominator shall be the maximum number of Units which may be created in the Property together with the Additional Property, as said maximum number is set forth in Section 8 of Article XVIII of the Declaration, and (b) if additional property is added pursuant to the Declaration, then the aforementioned two (2) year period shall be extended for an additional 1 year from the date of recording the amendment to this Declaration and the amendment to the Plat which establishes the addition of

the Additional Property. Subsequent to the First Meeting, there shall be a regular annual meeting of the Unit Owners held each year within limits of Marion County, within fifteen (15) days of the anniversary of the First Meeting, one of the purposes of which shall be to elect members of the Board. All such meetings of Unit Owners shall be held at such place in Marion County, Indiana, and at such time, and for purposes as specified in the written notice of such meeting which shall be mailed to all Unit Owners at least ten (10) days and not more than sixty (60) days prior to the date of such meeting, except that notice of the First Meeting shall be given at least twenty-one (21) days prior to the date of such Meeting. Regarding the First Meeting, the Declarant shall provide to any Unit Owner the names, addresses, telephone numbers (if available), and weighted vote of each Unit Owner entitled to vote at the Meeting within three (3) working days of the request. Unit Owners shall receive this same information with three (3) working days of request for each subsequent meeting to elect members of the Board. The method of calling meetings shall be by the aforesaid written notice sent by the Board, copies of which notice may also be either delivered personally to the Unit Owners or to the entry door of their Unit or posted conspicuously in the hallways, lobbies, or on bulletin boards or other parts of the Common Areas, at the discretion of the Board.

SECTION 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by twenty percent (20%) of the Unit Owners. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days nor more than sixty (60) days prior to the date of said meeting, stating the date, time and place of said special meeting within Marion County and the matters to be considered. Matters to be submitted by the Unit Owners shall first be submitted to the Board, at least five (5) days prior to the special meeting, who shall then submit such matters to the special meeting.

SECTION 5. Voting Member. There shall be one Person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners (Voting Member). Such Voting Members shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit or may be some Person designated by such Unit Owners to act as proxy of his or their behalf and who need not be a Unit Owner. The proxies shall give the Unit Owner the right to express a preference from among the known candidates or to write in a name. Such designations shall be dated, shall be made in writing to the Board prior to the meeting, shall be executed by the Unit Owner or his duly authorized attorney in fact or by any of multiple owners of a Unit as set forth below, and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners, and such designations shall be invalid after 11 months from their date unless provided otherwise therein. Any or all Unit Owners of a Unit, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting members of the Unit may vote or take any other action as a Voting Member either in person or by proxy. The Declarant shall designate the voting member with respect to any Unit owned by the Declarant. In the absence of any written designation with respect to a particular Unit, the Board shall be entitled to conclusively rely on a vote cast by anyone of the group composed of all Unit Owners of that particular Unit.

SECTION 6. Voting. The aggregate number of votes for all Unit Owners shall be one hundred percent (100%), and shall be divided among the respective Unit Owners in accordance with their respective percentage of ownership interest in the Common Areas. If any Unit Owner consist of more than one Person, and if only one of the multiple owners of a Unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit, if more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners; there is majority agreement if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other owners of the Unit.

SECTION 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in Person or by proxy and holding an aggregate of at least twenty percent (20%) of the total ownership interest in the Common Areas.

SECTION 8. Miscellaneous.

- (a) No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; and the purchase or sale of property of Units on behalf of all Unit owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Unit Owners, or such greater percentage as may be provided for in the Declaration and an affirmative vote of three-fourths (3/4) of the Eligible Holder of the First Mortgage Lien.
- (b) When thirty percent (30%) or fewer of the Unit Owners, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage of vote of members specified in the Declaration, or the Act, shall require instead the specified percentage of number of Units, rather than by percentage of interest in the Common Areas allocated to Units that would otherwise be applicable.
- (c) In the event of a resale of a Unit from other than the Declarant under an installment contract, while the purchaser resides in the Unit he shall be counted toward a quorum for the election of Board members at any meeting of the Unit Owners called for the purposes of such election, shall have the right to vote for election of Board members and shall have the right to be elected and serve on the Board unless the Seller expressly retains in writing all or any of such rights. In no event may both the Purchaser and Seller be counted toward a quorum, permitted to vote, elected or permitted to serve on the Board. Satisfactory evidence of the installment contract shall be given to the Board or its agents.

## ARTICLE II

### Board of Directors

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Condominium Declaration as Directors of the Association shall consist of five (5) members (hereinafter referred to as "directors"). Directors shall be elected at large at the regular annual meeting of Association members by the vote of Unit Owners, except that, until the election of directors at the First Meeting of Members, the directors and number thereof (hereinafter called "members of the First Board") shall be appointed by the Declarant. At such annual meetings, directors, or their representatives shall have the right to be present at the counting of the ballots cast during such annual meetings. The Board may, but shall not be obligated to, distribute to Unit Owners, biographical and background information about candidates for election to the Board provided that (1) no preference is expressed in favor of any candidate, and (2) reasonable efforts are made to identify all candidates and (3) all candidates are given an opportunity to include biographical and background information in the information to be distributed. Those candidates for election as Director receiving the greatest number of votes cast either in Person or by proxy at the meeting shall be elected. At the initial election held at the First Meeting of Members, those two (2) directors receiving the greatest number of votes shall hold office for a term of three (3) years, the two (2) directors receiving the next greatest number of votes shall hold office for a term of two (2) years, and the remaining one (1) Director shall hold office for a term of one (1) year. Thereafter, every Director shall hold office for a term of two (2) years and until his successor shall be elected and qualified. Members of the Board may succeed themselves.

SECTION 2. Qualifications. Except for members of the First Board and those appointed by Declarant, each Director shall be a resident of a Unit and shall be a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place of the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancies occurring in the Board shall be filled by a two-thirds (2/3) vote of the remaining members thereof, except that a vacant position of the Board which was last filled by a member of the First Board may be filled by a Person appointed by the Declarant. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the time until the next meeting of Unit Owners or thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the Association's votes requesting a meeting of the Unit Owners to fill the vacancy for the balance of its unexpired term. Such a meeting shall be called no later than sixty (60) days following the filing of such a petition signed by Unit Owners holding 20% of the Association's votes.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board



shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram.

Any Director may waive notice of a meeting, or consent to the holding of meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting. The Board shall meet at least four (4) times annually, and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit owner's unpaid share of Common Expenses; however, any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings required to be open by this Act by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of any such meeting shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the Person or persons entitled to such notice pursuant to the Declaration, By-Laws, or provision of law before the meeting is convened. Copies of notices of any such meetings shall be posted conspicuously in hallways, lobbies or bulletin boards at least 48 hours prior to such meeting, except if there is no common lobby for seven (7) or more Units, the Board may designate locations near said Units.

SECTION 5. Removal. Any Director may be removed from office for cause by the vote of two-thirds (2/3) of the total undivided ownership of the Common Areas.

SECTION 6. Compensation. Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions adopted by the Unit Owners.

SECTION 7. Quorum. Three (3) Directors shall constitute a quorum.

SECTION 8. General Powers and Duties of the Board. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (a) operation, care, upkeep, maintenance, replacement and improvement of the Common Areas;
- (b) preparation, adoption and distribution of the annual budget for the Property;
- (c) levying of assessments;
- (d) collection of assessments from Unit Owners;

- (e) employment and dismissal of the personnel necessary to advisable for the maintenance and operation of the Common Areas;
- (f) obtaining adequate and appropriate kinds of insurance;
- (g) owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property;
- (i) keeping of detailed accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (j) having access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Areas therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas or to any other Unit.

SECTION 9. Other Powers and Duties. The Board shall also have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage, if the Board deems desirable, the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided however, that the First Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Declarant, on behalf of the Association, and Encore Real Estate Co. to act as Managing Agent for the Property for a term commencing on the date this Declaration is recorded and terminating two (2) years thereafter, which ratification and approval shall not be subject to the provisions of Article IV, Section 6 hereof;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Areas thereof;
- (e) to provide for payments for all debts, obligations, and contracts of the Association and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Areas and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent:
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board:
- (h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (i) to acquire such furnishing, equipment, and other personal property for the Common Areas as the Board shall determine are necessary and proper;
- (j) to maintain and repair any Unit if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Areas or any other portion of the Building, and, if a Unit Owner or any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, the Board may levy a special assessment against such Unit Owner for the cost of said maintenance or repair.
- (k) the Board or its agent upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable and any damage caused thereby shall be repaired by the Board as a common expense.
- (l) the Board may, in accordance with the Act, adopt such reasonable rules and regulations not consistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.
- (m) upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative votes of not less than a majority of the voting members at a meeting duly called for such purposes, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Indiana or any political subdivision thereof,

or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.

- (n) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority (51%) of the undivided interest in the Common Areas, Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;
- (o) to exercise all other power and duties of the Board or Unit Owners as group referred to in the Act, and all powers and duties of a Board or a Board of Directors referred to in the Declaration or these By-Laws or as permitted by law.

SECTION 10. Non-Delegation. Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

SECTION 11. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting at which time they could take at a meeting by obtaining the written approval of all of the directors. Any action so taken shall have the same effect as though taken at a meeting of the directors.

### ARTICLE III

#### Officers

SECTION 1. Designation. At each regular annual meeting, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who shall be a Director and who shall preside over the meetings of the Board and the Unit Owners, and who shall be the chief executive of the Association;
- (b) a Secretary, who shall keep the minutes of all meetings of the Board and the Unit, owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;
- (d) such additional officers as the Board sees fit to elect.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may

see fit. Either the President or the Secretary may mail and receive notices and execute amendments to the Declaration as provided for in the Act and in the Declaration.

SECTION 3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof, at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the time until the next meeting of Unit Owners or thirty (30) days following the filing of a petition signed by Unit Owners holding 20% of the Association's votes requesting a meeting of the Unit Owners to fill the vacancy for the balance of its unexpired term. Such a meeting shall be called no later than sixty (60) days following the filing of such petition signed by Unit Owners holding 20% of the Association's votes. Any officer may be removed for cause at any time by vote of two thirds (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

#### ARTICLE IV

##### Assessments

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, real estate taxes, and all other Common Expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Areas. The annual budget shall provide for a reserve for contingencies for the year and a reserve for capital expenditures, in reasonable amounts as determined by the Board. The reserve for capital expenditures shall be held in a segregated account in the name of the Association.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies of the proposed annual budget, together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes, shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the adoption thereof. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, on twelfth (1/12) of his proportionate share of the

Common Expenses for such year as shown by the annual budget. Unless otherwise provided in the Declaration, such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Areas as set forth in Exhibit B of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Areas, or the Limited Common Areas. Each Unit Owner shall receive notice, in the same manner as is provided herein for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment.

SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Areas and the number of months and days remaining of the period covered by the Current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. [Intentionally omitted.]

SECTION 5. Supplement Budget. In the event that during the course of a year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 6. Expenditures. Except with respect to such expenditures with (i) are specifically authorized by the Declaration or By-Laws, or (ii) are required by law, or (iii) can be paid from the proceeds of insurance received by or for the account of the Board, or (iv) are immediately necessary for the emergency repair, preservation, safety or protection of the Unit Owners or the Common Areas, the Board shall have no authority to approve or authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring an expenditure in excess of the Twenty Thousand Dollars (\$20,000.00) or any contract for a term of more than four (4) years, unless such expenditure or contract shall have been approved by two-thirds (2/3) of the total votes cast at a meeting called for that purpose.

Any non-recurring Common Expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Unit Owners. Any such separate assessment shall be subject to the approval by the affirmative votes of at least two-thirds (2/3) of the Unit Owners voting at a meeting of Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater five (5) times Unit's most recent Common Expense assessment calculated on a monthly basis or \$500.00.

**SECTION 7. Lien.** It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses, when due, the amount thereof together with interest thereof at the rate of 10% per annum or such greater percentage as may then be permitted under the laws of the State of Indiana after said Common Expenses become due and payable, late charges, reasonable attorneys' fees and cost of collection or amount of any unpaid fine shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage held by an insurance company, bank, savings, and loan, mortgage broker and FNMA or other lending institution on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses which are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or accepts a deed in lieu of foreclosure for its mortgage and causes a receiver to be appointed, in suit to foreclose its mortgage, all as provided in the Declaration. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record. The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the Common Expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board and the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

**SECTION 8. Records and Statement of Accounts.** The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, and Limited Common Areas, specifying and itemizing the Common Expenses and limited Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) day written notice to it or the Association and upon payments of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments of other charges due and owing from such owner.

SECTION 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance, which in the opinion of the Board may constitute a lien against the property of the Common Areas, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentage set forth in Exhibit "B".

SECTION 11. Forbearance. The Association shall have no authority to forebear the payment of assessments by any Unit Owner, except as provided in the Declaration.

## ARTICLE V

### Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof, which authorizes, approves or ratifies a contract or transaction.



## ARTICLE VI

### Amendments

These By-Laws may be amended or modified from time to time by action or approval of seventy-five percent (75%) of the total ownership, and such amendment shall be effective upon the recording, in the Office of the Recorder of Marion County, Indiana, of a certificate of the Secretary of the Association setting forth the amendment and certifying the requisite percentage vote of the total ownership; provided, however, that no change, modification or amendment which affects the rights, privileges, or obligations of the Declarant, shall be effective without the prior written consent of the Declarant.

## ARTICLE VII

### Indemnification

SECTION 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board and Declarant, and each of its members, against all contractual and other liabilities to others arising out of contracts made by or other act of such directors, Board, officers, committee members, Declarant or its members, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members, Declarant or its members unless any such contract or act is contrary to the provisions of the Declaration or these By-Laws or shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all cost and expenses (including, but not limited to, counsel fees, amounts of judgment paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, Board, Committee member, Declarant or its members may be involved by virtue of such persons being or having been such directors, officer, Board, committee member, Declarant or its members; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such Person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, Board, committee member, Declarant or its members; of (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, Board, officer, committee member, Declarant or its members.

SECTION 2. Success on Merits. To the extent that the Declarant or its members or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, claim, issue or matter therein, he shall be indemnified against

expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of any undertaking by or on behalf of the Person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising by special assessment or otherwise, any sums required to discharge its obligations under this Article, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, Declarant or its member, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, Declarant or its members, shall be limited to such proportion of the total liability hereunder as said Unit owner's percentage of interest in the Common Areas bears to the total percentage interest of all the Unit Owners in the Common Areas. Every agreement made by the directors, Board, officers, members of such committees, Declarant or its members or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Declarant or its members or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas bears to the total percentage interest of all Unit Owners in the Common Areas. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a Person or entity who has ceased to be the Declarant or its members or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such Person or entity.

## ARTICLE VIII

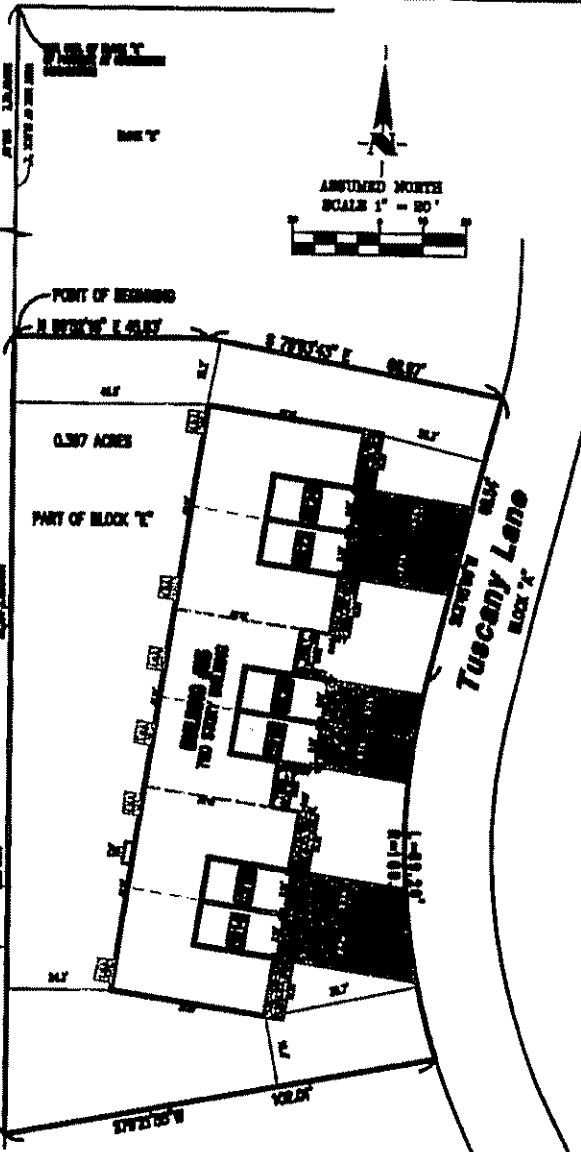
### Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Parkside at Georgetown Condominium Declaration, which Declaration is recorded in the Office of the Recorder of Marion County, Indiana.

The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

THIS INSTRUMENT PREPARED BY:  
 James H. Mahan  
 The Schneider Corporation  
 8801 Old Avenue  
 Indianapolis, Indiana 46228-1037  
 Phone: 317-828-7100

### BUILDING 03 IN PART OF BLOCK 'E' OF PARKSIDE AT GEORGETOWN CONDOMINIUM



**FORMER AS SHOWN - 2002**

A part of Block 'E' in the Conditional Plat of Parkside at Georgetown Condominium (provided as Instrument # 2002-0378477) is the Conditional Plat of Parkside at Georgetown Condominium (provided as Instrument # 2002-0378477) in the County of Hancock, Maine County, Maine, being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 10 North, Range 7 East, 7th Township, Maine County, Maine, and being more particularly described as follows:

Commencing at the Northwest corner of said Block 'T'; thence South 89 degrees 07 minutes 48 seconds East (measured bearing) along the east line of said Block 'T' a distance of 162.49 feet to the Point of Beginning; thence North 88 degrees 02 minutes 30 seconds East a distance of 48.25 feet; thence South 79 degrees 08 minutes 42 seconds East a distance of 162.52 feet to the east line of said Block 'T'; thence the said E course being along the eastern line of said Block 'T' (3) South 13 degrees 48 minutes 08 seconds East a distance of 162.64 feet to a longest curve to the left being a radius of 162.68 feet and an angle of 162.68 feet to a point which bears South 79 degrees 08 minutes 42 seconds East (3) curvilinear and continuously along said curve to thence South 79 degrees 08 minutes 42 seconds East a distance of 162.68 feet to a point on the east line of said Block 'T'; thence North 89 degrees 07 minutes 48 seconds East along said east line a distance of 162.52 feet to the Point of Beginning, including 0.287 acres more or less.

**SHOWN AS SHOWN**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an In-charge Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Given my hand and seal at Indianapolis, Indiana this 11<sup>th</sup> day of November, 2002.

*James H. Mahan*  
 Registered Land Surveyor  
 Indiana #20202

TOWN OF HANCOCK }  
 COUNTY OF HANCOCK }

Before me a Notary Public in and for said county and state, personally appeared James H. Mahan, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and attested his signature therein.

Witness my signature and this 11<sup>th</sup> day of Nov, 2002.  
 My commission expires Sept 21, 2010  
 Notary Public *[Signature]*  
 Printed Name: Don Ondraish

In Testimony whereof, witness the signatures of Clerk and Notary Public this 12<sup>th</sup> day of November, 2002.  
 Clerk *[Signature]*  
 Notary Public *[Signature]*

TOWN OF HANCOCK }  
 COUNTY OF HANCOCK }

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Michael A. Bolinger, member of Parkside Homes, LLC, an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his/her voluntary act and deed and attested his signature therein.

Witness my signature and this 12<sup>th</sup> day of November, 2002.  
 My commission expires Sept 21, 2010  
 Notary Public *[Signature]*  
 Printed Name: Shirley A. Bolinger

SHIRLEY A. BOLINGER  
 Hancock County  
 My Commission Expires  
 August 21, 2010

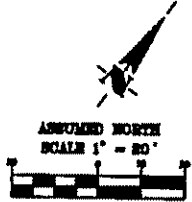


PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

SHIRLEY A

L.C.A. = LIMITED COMMON AREA  
 S. & E.L. = EASEMENT AND EGRESS EASEMENT  
 L.E. = EGRESS EASEMENT  
 S.L. = EASEMENT EASEMENT  
 S.L. = EASEMENT LINE  
 S.L. = EASEMENT  
 P.L. = EASEMENT

THIS INSTRUMENT PREPARED BY:  
James M. Mabry  
The Schneider Corporation  
6801 Old Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-526-7100



## BUILDING OUT IN PART OF BLOCK 'E' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

### PARTIAL AT TESTIMONY - SURVEY OF

A part Block 'E' in the Subdivided Plat Part of Parkside at Georgetown Condominium (recorded as Instrument # 2002-03578) in the Office of the Recorder, Marion County, Indiana, being a subdivision project in the West End of the Southern Quarter of Range 7, Township 10 North, Range 2 East, 7th Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block 'E'; thence South 60 degrees 07 minutes 42 seconds East (assumed bearing) along the west line of said Block 'E' a distance of 294.88 to the Point of Beginning; thence South 75 degrees 21 minutes 20 seconds East a distance of 188.28 feet to the east line of said Block 'E'; thence the road 4 courses along along the eastern and southern lines of said Block 'E', and point being on a non-tangent curve to the left having a radius of 108.00 feet; the radius point which bears North 71 degrees 40 minutes 20 seconds East (S) and the center of said curve on an arc distance of 22.52 feet to a point which bears South 63 degrees 00 minutes 00 seconds East from said radius point; (S) thence South 28 degrees 00 minutes 00 seconds East a distance of 25.20 feet to a second curve to the right having a radius of 18.00 feet; the radius point which bears South 63 degrees 00 minutes 00 seconds East from said radius point; (S) thence South 28 degrees 00 minutes 00 seconds East a distance of 27.00 feet to a point which bears South 60 degrees 20 minutes 00 seconds East from said radius point; (S) thence South 60 degrees 20 minutes 00 seconds East a distance of 113.63 feet to a point on the west line of said Block 'E'; thence North 63 degrees 00 minutes 00 seconds East a distance of 72.16 feet to the Point of Beginning, containing 0.20 acres more or less.

### SURVEYOR'S CERTIFICATE

We do hereby certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Done my hand and seal of Indiana, Indiana, this 17<sup>th</sup> day of November, 2010.

*James M. Mabry*  
James M. Mabry  
Registered Land Surveyor  
Indiana #20020

STATE OF INDIANA }  
COUNTY OF MARION }

I, James M. Mabry, a duly sworn and duly qualified Registered Land Surveyor, do hereby certify that the above described property was surveyed by me and that the plat herein shown is a correct representation of said survey.

Witness my signature and seal this 17<sup>th</sup> day of Nov, 2010.

My commission expires August 21, 2010  
Notary Public: *Dee Dudaish*  
Dee Dudaish  
Notary Public

Printed Name: Dee Dudaish

In testimony whereof, I have hereunto set my hand and seal of Indiana, this 12<sup>th</sup> day of November, 2010.

*Shirley A. Bollinger*  
Shirley A. Bollinger  
Notary Public

STATE OF INDIANA }  
COUNTY OF MARION }

I, Shirley A. Bollinger, a duly sworn and duly qualified Registered Land Surveyor, do hereby certify that the above described property was surveyed by me and that the plat herein shown is a correct representation of said survey.

Witness my signature and seal this 12<sup>th</sup> day of November, 2010.

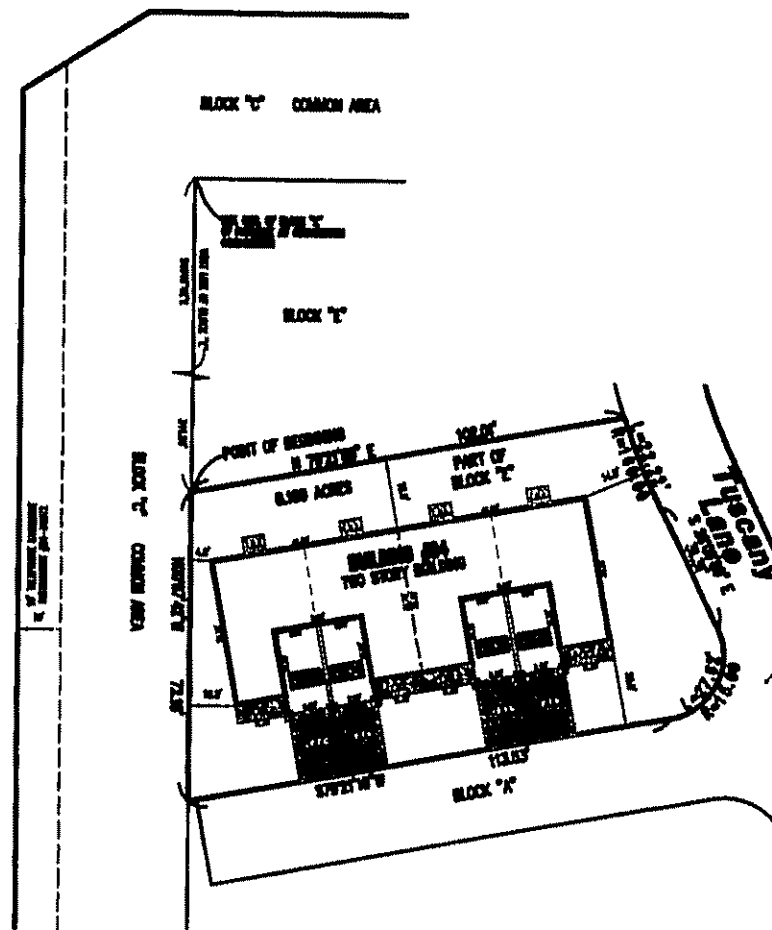
My commission expires August 21, 2010  
Notary Public: *Shirley A. Bollinger*  
Shirley A. Bollinger  
Notary Public

Printed Name: Shirley A. Bollinger

SHIRLEY A. BOLLINGER  
Hancock County  
My Commission Expires  
August 21, 2010



PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
SHEET 2A



L.C.A. = LARSEN CONCRETE AREA  
S. & S.E. = SHADWANE AND SCHERER ENGINEERS  
V.E. = VANDERKAM ENGINEERING COMPANY  
S.E. = SHADWANE ENGINEERS  
S.L. = SHADWANE ENGINEERS  
E.C.E. = EAST COAST ENGINEERS  
P.L. = PEARSON

## EXHIBIT D

TO

### PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

---

#### BUILDING 03

A part of Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

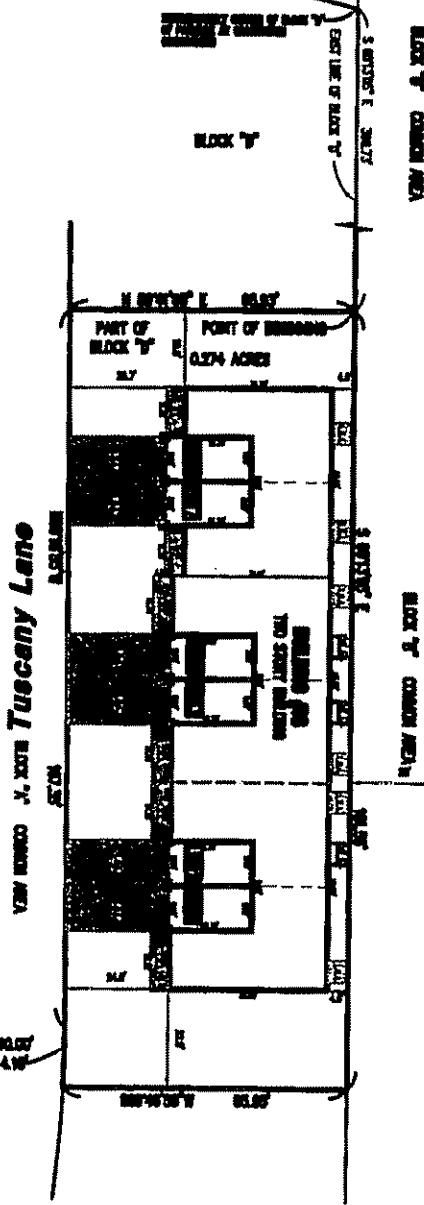
**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 158.49 feet to the **Point of Beginning**; thence North 89 degrees 52 minutes 18 seconds East a distance of 45.83 feet; thence South 79 degrees 03 minutes 43 seconds East a distance of 68.97 feet to the east line of said Block "E"; thence the next 2 courses being along the eastern lines of said Block "E"; (1) South 13 degrees 45 minutes 00 seconds West a distance of 68.54 feet to a tangent curve to the left having a radius of 160.00 feet the radius point which bears South 76 degrees 15 minutes 00 seconds East; (2) southerly and southeasterly along said curve an arc distance of 89.20 feet to a point which bears South 71 degrees 48 minutes 23 seconds West from said radius point; thence South 79 degrees 21 minutes 55 seconds West a distance of 102.01 feet to a point on the west line of said Block "E"; thence North 00 degrees 07 minutes 42 seconds West along said west line a distance of 186.37 feet to the **Point of Beginning**, containing 0.397 acres more or less.

#### BUILDING 04

A part Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 344.86 to the **Point of Beginning**; thence North 79 degrees 21 minutes 55 seconds East a distance of 102.01 feet to the east line of said Block "E"; thence the next 4 courses being along the eastern and southern lines of said Block "E", said point being on a non-tangent curve to the left having a radius of 160.00 feet the radius point which bears North 71 degrees 48 minutes 23 seconds East; (1) southeasterly along said curve an arc distance of 22.22 feet to a point which bears South 63 degrees 51 minutes 00 seconds West from said radius point; (2) thence

THIS INSTRUMENT PREPARED BY:  
 James H. Malryn  
 The Schneider Corporation  
 4801 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100



**BUILDING 18 IN PART OF BLOCK 'Y' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**FORMER OF RECORDS - 2008-10**

A part Block 'Y' is the Conditional Plat Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2008-10337) in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Half of the Northeast Quarter of Section 7, Township 9 North, Range 3 East, Fifth Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Block 'Y', thence South 89 degrees 12 minutes 00 seconds East (assumed bearing) along the east line of said Block 'Y' a distance of 262.73 to the Point of Beginning, thence southerly South 89 degrees 12 minutes 00 seconds East along said east line a distance of 262.20 feet; thence South 89 degrees 40 minutes 00 seconds East a distance of 68.45 feet to the west line of said Block 'Y' and being on a non-tangent curve to the left having a radius of 262.80 feet the radius point, which bears North 87 degrees 40 minutes 00 seconds East thence southerly along said curve and along said line on the distance of 14.10 feet to a point which bears North 89 degrees 40 minutes 00 seconds East from said radius point; thence North 89 degrees 14 minutes 00 seconds East along said east line a distance of 107.25 feet; thence North 89 degrees 41 minutes 00 seconds East a distance of 68.20 to the Point of Beginning, enclosing 0.274 acres more or less.

**RECORDED CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of its Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given my hand and seal at Indianapolis, Indiana this 11<sup>th</sup> day of November, 2008.

*James H. Malryn*  
 James H. Malryn  
 Registered Land Surveyor  
 Indiana #28861

STATE OF INDIANA )  
 COUNTY OF MARION ) ss

Before me a notary public in and for said county and state, personally appeared James H. Malryn, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and without his signature thereof.

Witness my signature and seal this 11<sup>th</sup> day of November, 2008.

My commission expires Jan 22, 2010 Hancock  
 Notary Public Jul Daniels County of residence

Printed Name Doc Daniels

In Testimony whereof, witness the signatures of Owner and Subdivider this 12<sup>th</sup> day of November, 2008.

*Shirley A. Bollinger*  
 Shirley A. Bollinger  
 (Notary & Trustee) No. 01000

STATE OF INDIANA )  
 COUNTY OF MARION ) ss

Before me, the undersigned, a notary public in and for said county and state, personally appeared United L. Property, Member of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as its free voluntary act and deed and without its signature thereof.

Witness my signature and seal this 12<sup>th</sup> day of November, 2008.

My commission expires 8-21-10 Marion  
 Notary Public Shirley A. Bollinger

Printed Name Shirley A. Bollinger

SHIRLEY A. BOLLINGER  
 August 21, 2010

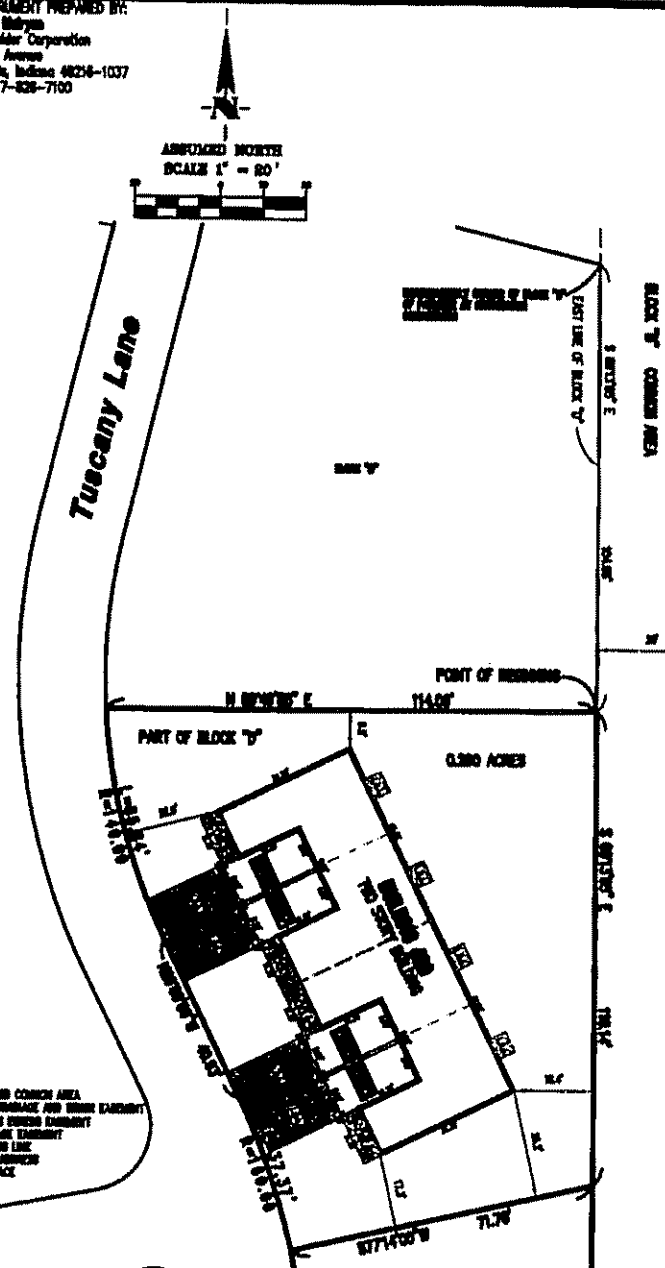
UNITED L. PROPERTY  
 No. 860013  
 LINDA SWITZER  
 Notary Public

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 18  
 SHEET 8 A

SHIRLEY A. BOLLINGER  
 Hancock County  
 My Commission Expires  
 August 21, 2010

THIS INSTRUMENT PREPARED BY:  
 James H. Mabry  
 The Schneider Corporation  
 2800 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-838-7100

**BUILDING 20 IN PART OF BLOCK "D"  
 OF PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**



**FOUNDING OF CONDOMINIUM - PARAGRAPH 20**  
 A part of Block "D" is the Qualified First Part of Parkside at Georgetown Condominium (created as indicated in instrument # 2002-033072) in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Part of the Southwest Quarter of Section 7, Township 33 North, Range 3 East, 7th Meridian, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "D"; thence South 89 degrees 13 minutes 05 seconds East (measured bearing) along the east line of said Block "D" a distance of 104.00 to the Point of Beginning; thence southeasterly South 89 degrees 13 minutes 05 seconds East along said east line a distance of 178.54 feet; thence South 77 degrees 14 minutes 00 seconds West a distance of 71.70 feet to the east line of said Block "D" and being on a non-tangent curve to the left having a radius of 104.00 feet; the radius point which bears South 77 degrees 14 minutes 00 seconds Westly 1000 feet; thence southeasterly along said curve and along said east line an arc distance of 27.37 feet to a point which bears North 63 degrees 10 minutes 00 seconds East from said radius point; thence North 63 degrees 10 minutes 00 seconds East along said east line a distance of 104.00 feet to a second point which bears North 63 degrees 10 minutes 00 seconds East; thence southeasterly along said curve and along said east line an arc distance of 104.00 feet to a point which bears South 89 degrees 13 minutes 05 seconds West to the Point of Beginning, containing 0.390 acres more or less.

**PREPARED BY CONTRACTOR**  
 This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of its Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions thereof.  
 Done my hand and seal at Indianapolis, Indiana this 11<sup>th</sup> day of September, 2009.

*J. H. Mabry*  
 James H. Mabry  
 Registered Land Surveyor  
 License #200823

STATE OF INDIANA }  
 COUNTY OF MARION } IN

Before me a notary public in and for said county and state, personally appeared James H. Mabry, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and attested his signature thereto.

Witness my signature and seal this 11<sup>th</sup> day of Nov, 2009.  
 My commission expires Jan 23, 2010 Hancock  
 Notary Public Dee Dudaish  
 County of Marion

Printed Name: Dee Dudaish

In Testimony whereof, I, Notary Public, do hereunto set my hand and seal at Indianapolis, Indiana, this 12<sup>th</sup> day of November, 2009.

Given Under My Hand and Seal of Office as Notary Public in and for said county and state, this 12<sup>th</sup> day of November, 2009.  
*Shirley A. Bollinger*  
 Shirley A. Bollinger  
 Notary Public

STATE OF INDIANA }  
 COUNTY OF MARION } IN

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Poretsky, member of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his free voluntary act and deed and attested his signature thereto.

Witness my signature and seal this 21<sup>st</sup> day of Nov, 2009.

My commission expires 8-21-10 Hancock  
 Notary Public Shirley A. Bollinger  
 County of Marion

Printed Name: Shirley A. Bollinger

SHIRLEY A. BOLLINGER  
 Hancock County  
 My Commission Expires  
 August 21, 2010

L.C.A. = LAYED OUT COMMON AREA  
 S. & N.E. = SURVEYED AND THENCE EXAMINED  
 V.L. = VOUCHER SURVEY DOCUMENT  
 E.L. = EASEMENT DOCUMENT  
 P.L. = PLANNING LINE  
 C.S. = CURB SERVICE  
 P. = PAVEMENT



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 20

EXHIBIT D

TO

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

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South 26 degrees 09 minutes 00 seconds East a distance of 31.31 feet to a tangent curve to the right having a radius of 15.00 feet the radius point which bears South 63 degrees 50 minutes 59 seconds West; (3) southerly and southwesterly along said curve an arc distance of 27.62 feet to a point which bears South 10 degrees 38 minutes 42 seconds East from said radius point; (4) South 79 degrees 21 minutes 16 seconds West a distance of 113.53 feet to a point on the west line of said Block "E"; thence North 00 degrees 07 minutes 42 seconds West along said west line a distance of 72.16 feet to the **Point of Beginning**, containing 0.189 acres more or less.

**BUILDING 18**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 399.73 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 181.56 feet; thence South 89 degrees 46 minutes 55 seconds West a distance of 65.95 feet to the west line of said Block "D" and being on a non-tangent curve to the left having a radius of 310.00 feet the radius point which bears North 87 degrees 42 minutes 32 seconds West; thence northerly along said curve and along said west line an arc distance of 14.10 feet to a point which bears North 89 degrees 41 minutes 05 seconds East from said radius point; thence North 00 degrees 18 minutes 55 seconds West along said west line a distance of 167.35 feet; thence North 89 degrees 41 minutes 05 seconds East a distance of 65.93 to the **Point of Beginning**, containing 0.274 acres more or less.

**BUILDING 20**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 104.66 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05



EXHIBIT D

TO

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

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seconds East along said east line a distance of 110.14 feet; thence South 77 degrees 14 minutes 00 seconds West a distance of 71.70 feet to the west line of said Block "D" and being on a non-tangent curve to the left having a radius of 160.00 feet the radius point which bears South 77 degrees 14 minutes 00 seconds West; thence northwesterly along said curve and along said west line an arc distance of 37.37 feet to a point which bears North 63 degrees 51 minutes 00 seconds East from said radius point; thence North 26 degrees 09 minutes 00 seconds West along said west line a distance of 40.93 feet to a tangent curve to the right having a radius of 140.00 feet the radius point which bears North 63 degrees 51 minutes 00 seconds East; thence northerly along said curve and along said west line an arc distance of 55.84 feet to a point which bears South 86 degrees 42 minutes 14 seconds West from said radius point; thence North 89 degrees 46 minutes 55 seconds East a distance of 114.06 to the **Point of Beginning**, containing 0.260 acres more or less.

**EXHIBIT E**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

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**Legal Description of Additional Land**

**Record Description (Instrument #2002-0138637)**

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 309.03 feet along an arc to the left and having a radius of 1,984.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (deed) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the **Point of Beginning**, containing 10.333 acres more or less.

**Except:**

**BUILDING 03**

A part of Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # ~~2002-0233178~~ in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 158.49 feet to the **Point of Beginning**; thence North 89 degrees 52 minutes 18 seconds East a distance of 45.83 feet; thence South 79 degrees 03 minutes 43 seconds East a distance of 68.97 feet to the east line of said Block "E"; thence the next 2 courses being along the eastern lines of said Block "E"; (1) South 13 degrees 45 minutes 00 seconds West a distance of 68.54 feet to a tangent curve to the left having a radius of 160.00 feet the radius point which bears South 76 degrees 15 minutes 00 seconds East; (2) southerly and southeasterly along said curve an arc distance of 89.20 feet to a point which bears South 71 degrees 48 minutes 23 seconds West from said

## EXHIBIT E

TO

### PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

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radius point; thence South 79 degrees 21 minutes 55 seconds West a distance of 102.01 feet to a point on the west line of said Block "E"; thence North 00 degrees 07 minutes 42 seconds West along said west line a distance of 186.37 feet to the **Point of Beginning**, containing 0.397 acres more or less.

#### BUILDING 04

A part Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 344.86 to the **Point of Beginning**; thence North 79 degrees 21 minutes 55 seconds East a distance of 102.01 feet to the east line of said Block "E"; thence the next 4 courses being along the eastern and southern lines of said Block "E", said point being on a non-tangent curve to the left having a radius of 160.00 feet the radius point which bears North 71 degrees 48 minutes 23 seconds East; (1) southeasterly along said curve an arc distance of 22.22 feet to a point which bears South 63 degrees 51 minutes 00 seconds West from said radius point; (2) thence South 26 degrees 09 minutes 00 seconds East a distance of 31.31 feet to a tangent curve to the right having a radius of 15.00 feet the radius point which bears South 63 degrees 50 minutes 59 seconds West; (3) southerly and southwesterly along said curve an arc distance of 27.62 feet to a point which bears South 10 degrees 38 minutes 42 seconds East from said radius point; (4) South 79 degrees 21 minutes 16 seconds West a distance of 113.53 feet to a point on the west line of said Block "E"; thence North 00 degrees 07 minutes 42 seconds West along said west line a distance of 72.16 feet to the **Point of Beginning**, containing 0.189 acres more or less.

#### BUILDING 18

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 399.73 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 181.56 feet; thence South 89 degrees 46 minutes 55 seconds West a distance of 65.95 feet to the west line of said Block "D" and being on a non-tangent curve to the left having a radius of 310.00 feet the radius point which bears North 87 degrees 42 minutes 32 seconds West; thence

EXHIBIT E

TO

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

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northerly along said curve and along said west line an arc distance of 14.10 feet to a point which bears North 89 degrees 41 minutes 05 seconds East from said radius point; thence North 00 degrees 18 minutes 55 seconds West along said west line a distance of 167.35 feet; thence North 89 degrees 41 minutes 05 seconds East a distance of 65.93 to the **Point of Beginning**, containing 0.274 acres more or less.

**BUILDING 20**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 104.66 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 110.14 feet; thence South 77 degrees 14 minutes 00 seconds West a distance of 71.70 feet to the west line of said Block "D" and being on a non-tangent curve to the left having a radius of 160.00 feet the radius point which bears South 77 degrees 14 minutes 00 seconds West; thence northwesterly along said curve and along said west line an arc distance of 37.37 feet to a point which bears North 63 degrees 51 minutes 00 seconds East from said radius point; thence North 26 degrees 09 minutes 00 seconds West along said west line a distance of 40.93 feet to a tangent curve to the right having a radius of 140.00 feet the radius point which bears North 63 degrees 51 minutes 00 seconds East; thence northerly along said curve and along said west line an arc distance of 55.84 feet to a point which bears South 86 degrees 42 minutes 14 seconds West from said radius point; thence North 89 degrees 46 minutes 55 seconds East a distance of 114.06 to the **Point of Beginning**, containing 0.260 acres more or less.

EXHIBIT F

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

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MAXIMUM PERCENTAGE OF INTEREST

5.611267%

MINIMUM PERCENTAGE OF INTEREST

0.982880%


**Consent of Mortgage Holder**

The undersigned Lender ("Lender") is the owner and holder of a Loan (the "Loan") dated July 12, 2002 in the original principal amount of \$5,500,000, which Loan is secured by a lien upon the herein described Property pursuant to that certain Mortgage (the "Mortgage"), dated July 12, 2002, recorded as Document No. 2002-0138638 in the Real Property Records of Marion County, Indiana.

Lender hereby consents to the execution and recording of this Declaration, consents to the creation of the covenants, conditions and restrictions herein established against the Property pursuant to the Declaration and agrees that the Mortgage and the lien and security interests thereof (together with any and all other liens and security interests in favor of Lender against the Property given to secure the payment and performance by Declarant of the indebtedness and the other obligations of Declarant under the Loan, the Mortgage and any and all other instruments and agreements given to secure payment of the Loan) are hereby subordinated to this Declaration and to the covenants, conditions and restrictions contained herein; provided, however, that no lien or assessment created by or arising under this Declaration (including, specifically, but without limitation, the lien for assessments created in Article XV of this Declaration) shall be prior or superior to the Mortgage, and as to any such liens or assessments created by or arising under this Declaration the lien and security interests of the Mortgage shall remain prior and superior at all times. It is the intention of Lender and Declarant that in the event of any foreclosure of the Mortgage or in the event of any conveyance in lieu of such Mortgage this Declaration and all covenants, conditions, restrictions and other rights and duties created herein will remain in place and in full force and effect against the Property and all parties bound by the Declaration as if no such foreclosure or transfer in lieu of foreclosure had occurred.

LENDER:

**FIFTH THIRD BANK (CHICAGO)**

By:   
Title: VICE PRESIDENT

BILLIE J. BREAUX  
MARION COUNTY AUDITOR

717325 MAR -5 8

GULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



AMENDMENT TO

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

This Amendment No. \_\_\_ ("Amendment") is entered into this 19 day of February 2008, by PORTRAIT HOMES L.L.C. n/k/a PORTRAIT HOMES-INDIANA, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated November 12, 2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980; and as amended ("Declaration");

WHEREAS, pursuant to Section 1 of Article XVII, the Declarant reserves the right to amend the Condominium Documents to amend typographical errors and to amend the exhibits to the Declaration;

WHEREAS, the Declaration contemplated that the percentage of undivided ownership interest shall be determined pursuant to the "size" of all Units within the Property, and the size of the Units within the Property was determined pursuant to the floor plans for each Unit, which are attached hereto as Exhibit B-1, depicting four (4) floor plans throughout the Property; thus, four (4) levels of assessments have been disclosed to the Unit Owners and have been charged to the Unit Owners from the inception of the Condominium;

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration;

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

Pasquinelli/H/HOA/Parkside at Georgetown/Amendment Template PS 02.18.08

3/5/2008 15:10 Julie Voorhies MARION COUNTY RECORDER M.L.M. 29.50 PAGES: 6

Inst # 2008-0023817

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference. Exhibit B is based upon the floor plans of each Unit which are set forth on Exhibit B-1, attached hereto and incorporated herein.

3. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the Unit Owners, all as more particularly described in the Declaration.

4. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

5. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 19 day of February, 2008.

PORTRAIT HOMES L.L.C. n/k/a  
PORTRAIT HOMES INDIANA, LLC,  
an Illinois limited liability company

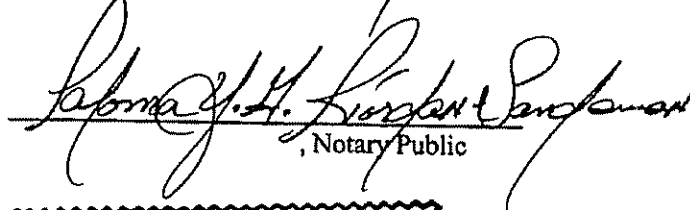
By   
Michael J. Pasquinelli, Vice President



STATE OF Illinois SS:  
COUNTY OF Cook

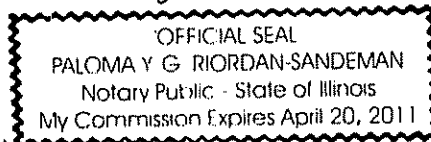
Before me, a Notary Public in and for the State of Illinois, personally appeared Michael J. Pasquinelli, Vice President of Portrait Homes L.L.C. n/k/a Portrait Homes-Indiana, LLC, an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 19 day of February, 2008.

  
\_\_\_\_\_  
, Notary Public

County of Residence:  
Will

My Commission Expires:  
4-20-11



This Instrument prepared by: Michael J. Pasquinelli

**MARION COUNTY RECORDER:**  
Please return this document to:

**EXHIBIT A**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

---

**Legal Description**

**Record Description (Instrument #2002-0138637)**

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 309.03 feet along an arc to the left and having a radius of 1,984.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (deed) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the **Point of Beginning**, containing 10.333 acres more or less.

**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

**BUILDING 8, 9, 17**

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**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
------------------------	---------------------------------------

0101	0.968975%
0102	0.968975%
0103	1.153974%
0104	1.147909%
0201	1.147909%
0202	1.147909%
0203	0.968975%
0204	0.968975%
0301	1.153974%
0302	1.153974%
0303	0.834016%
0304	0.834016%
0305	1.153974%
0306	1.147909%
0401	0.968975%
0402	0.968975%
0403	0.968975%
0404	0.968975%
501	1.147909%
502	1.153974%
503	0.968975%
504	0.968975%
0601	1.147909%
0602	1.147909%
0603	0.968975%
0604	0.968975%
0701	1.147909%
0702	1.153974%
0703	0.968975%
0704	0.968975%
0801	0.968975%
0802	0.968975%
0901	1.147909%
0902	1.147909%
0903	0.968975%
0904	0.968975%
1001	1.153974%
1002	1.147909%
1003	0.968975%
1004	0.968975%
1005	1.147909%
1006	1.147909%
1101	0.968975%
1102	0.968975%

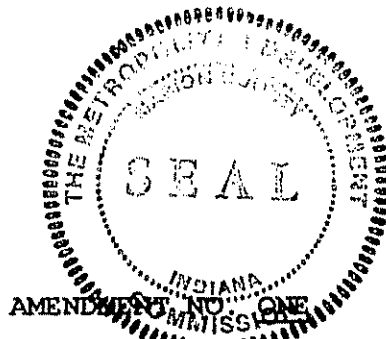
EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 8, 9, 17

UNIT NUMBER	PERCENTAGE OF INTEREST
1103	0.834016%
1104	0.834016%
1105	1.147909%
1106	1.147909%
1201	1.153974%
1202	1.147909%
1203	0.968975%
1204	0.968975%
1205	1.147909%
1206	1.147909%
1301	1.153974%
1302	1.147909%
1303	1.153974%
1304	1.153974%
1401	0.968975%
1402	0.968975%
1403	1.147909%
1404	1.147909%
1501	1.147909%
1502	1.153974%
1503	0.834016%
1504	0.834016%
1601	1.147909%
1602	1.147909%
1603	0.834016%
1604	0.834016%
1701	0.834016%
1702	0.834016%
1703	1.153974%
1704	1.147909%
1705	0.968975%
1706	0.968975%
1801	0.968975%
1802	0.968975%
1803	1.147909%
1804	1.147909%
1805	1.153974%
1806	1.147909%
1901	0.968975%
1902	0.968975%
1903	1.153974%
1904	1.147909%
1905	0.968975%
1906	0.968975%
2001	0.968975%
2002	0.968975%
2003	0.968975%
2004	0.968975%
2101	0.968975%
2102	0.968975%
2103	1.153974%
2104	1.147909%
	100.000000%

MARTHA A WOMACKS  
NOTARY PUBLIC

452409 DEC 26 8

SEE INSTRUMENT FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



**FILED**

DEC 26 2002

PIKE TOWNSHIP  
ASSESSOR



PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 19

This Amendment No. ONE ("Amendment") is entered into this 6TH day of DECEMBER 2002, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

Cross REF  
2002-0251769

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.

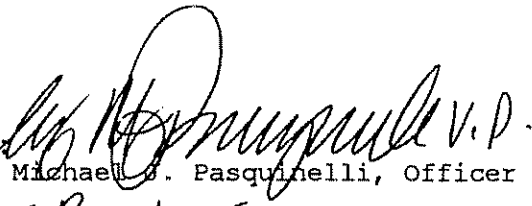
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 6TH day of DECEMBER, 2002.

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By:  V.P.  
Michael S. Pasquelli, Officer

Vice President

STATE OF Illinois SS:  
COUNTY OF Coll

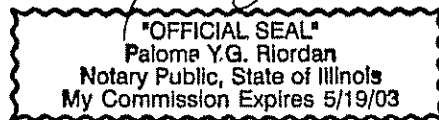
Before me, a Notary Public in and for the State of Illinois, personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of December, 2002.

*Paloma Y.G. Riordan*  
Notary Public

County of Residence:  
Cook

My Commission Expires:  
5-19-03



This Instrument prepared by: Jeffrey A. Abrams, Attorney at Law,  
2300 One American Square, Indianapolis, IN 46282.

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
8250 Haverstick  
Suite 110  
Indianapolis, IN 46240

THIS INSTRUMENT PREPARED BY:  
**James H. Mahary**  
 Registered Land Surveyor  
 License #880013  
 The Schneider Corporation  
 6801 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

## REPLAT OF PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM



**General Description (Subdivision #8800-020007)**

A part of the West Half of the Southeast Quarter of Section 7, Township 18 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.00 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,586.16 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 78 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 308.03 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence North 0 degrees 08 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (dead) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 42nd Street; thence North 80 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line to the Point of Beginning, containing 10.533 acres more or less.

**WITNESSED HEREBY:**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Registered Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimal fractions thereof.

Given my hand and seal of Indiana, on this 4<sup>th</sup> day of December, 2008.

*J. H. Mahary*  
 James H. Mahary  
 Registered Land Surveyor  
 License #880013

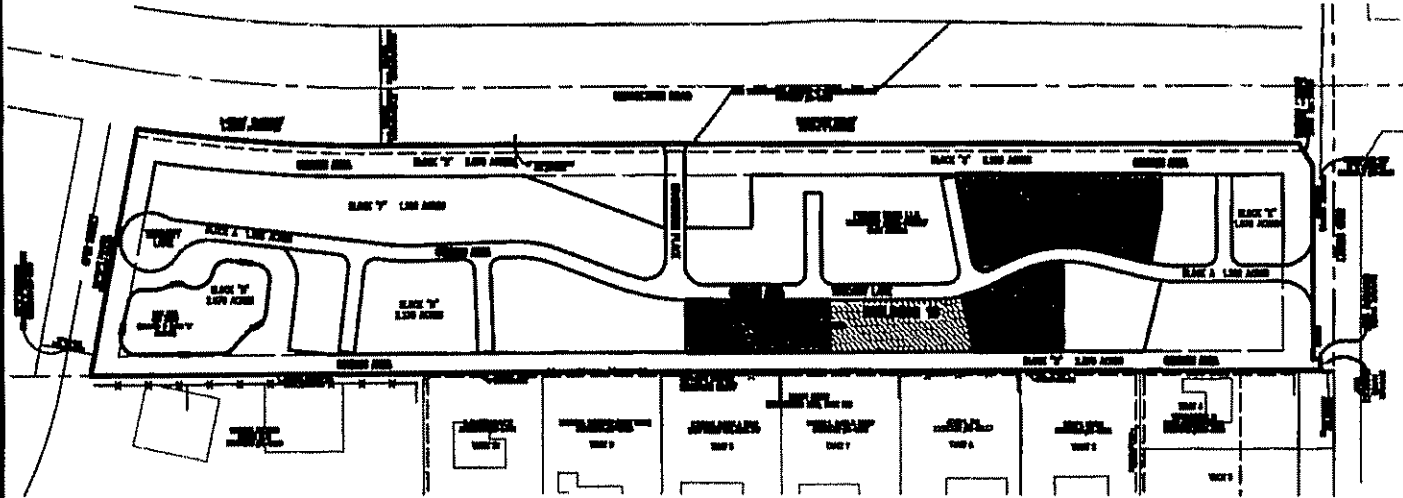
STATE OF INDIANA }  
 COUNTY OF MARION }

Before me a notary public in and for said county and state, personally appeared James H. Mahary, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 4 day of December, 2008.

My commission expires 1-23-10 Marion  
 Notary Public John M. ... County of Marion

Printed Name Angela ...



D. & S.C. = DRAINAGE AND SEWER EASEMENT  
 S.E. = SURVEY EASEMENT  
 S.C. = DRAINAGE EASEMENT  
 S.L. = BUILDING LINE  
 S.W. = UNIT ADDRESS

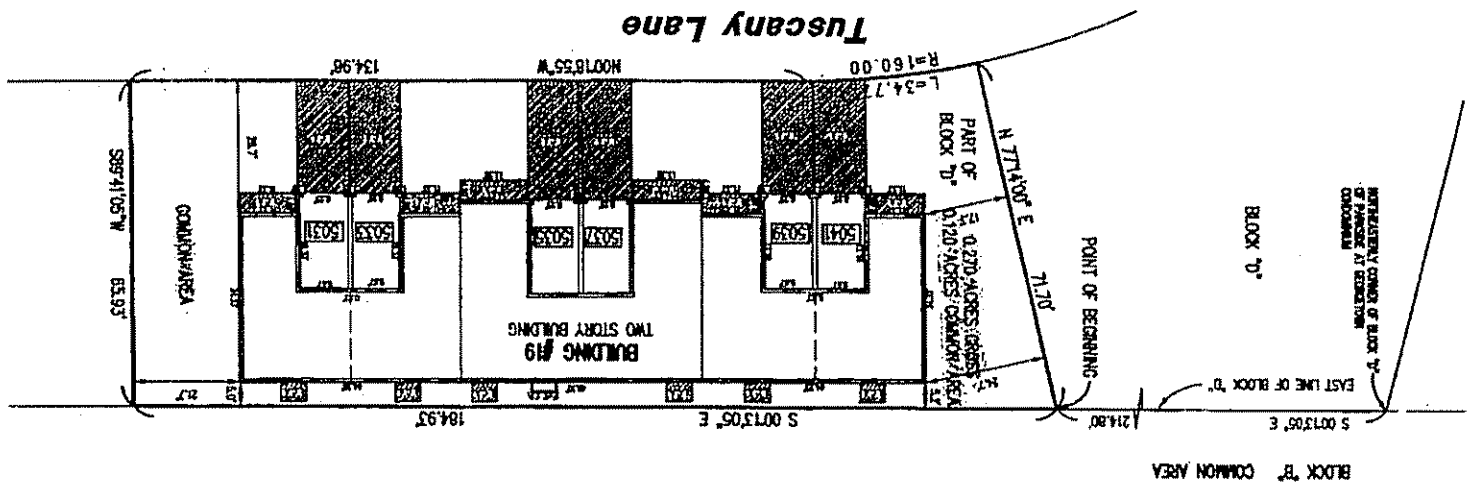
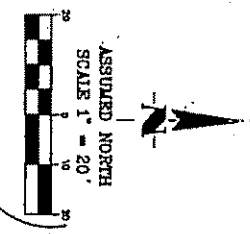


**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

**SHEET 6**



THIS INSTRUMENT PREPARED BY:  
 James H. Maloney  
 Registered Land Surveyor  
 Indiana 0680013  
 The Schneider Corporation  
 8901 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100



L.C.A. - LIMITED COMMON AREA  
 D. & S.E. - DRAINAGE AND SEWER EASEMENT  
 1/2" - DRAINAGE EASEMENT  
 1/4" - DRAINAGE EASEMENT  
 BL - BUILDING LINE  
 DDD - UNIT ADDRESS  
 F.P. - FIREPLACE

# BUILDING #19 IN PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

## PARKSIDE AT GEORGETOWN - BUILDING 19

A part Block 'D' is the described First Part of Parkside at Georgetown Condominium (provided on Instrument # 2002-0213878 in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 18 North, Range 3 East, 7th Township, Marion County, Indiana, and being more particularly described as follows:

Cornerology of the Northwest corner of said Block 'D' 1/4 Section South 03 degree 13 minutes 05 seconds East (assumed bearing) along the west line of said Block 'D' a distance of 214.00 to the Point of Beginning; thence continuing South 03 degree 13 minutes 05 seconds East along said west line a distance of 184.93 feet; thence South 89 degree 41 minutes 00 seconds West a distance of 50.93 feet to the west line of said Block 'D' 1/4 Section North 03 degree 13 minutes 05 seconds East along said west line a distance of 134.98 feet to a bearing of 191 degrees 13 minutes 05 seconds East; thence East along said west line a distance of 34.77 feet to a point which bears North 77 degree 14 minutes 00 seconds East from said first public force corner; thence North 77 degree 14 minutes 00 seconds East a distance of 217.00 feet to the Point of Beginning, containing 0.270 acres more or less.

### SURVEYOR'S CERTIFICATE

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey. All distances are shown in feet and decimal fractions thereof.

Gave my hand and seal at Indianapolis, Indiana this 4th day of December 2002.

*James H. Maloney*  
 Registered Land Surveyor  
 Indiana 0680013



STATE OF INDIANA )  
 COUNTY OF MARION ) SS

Before me a notary public in and for said county and state, personally appeared James H. Maloney, Registered Land Surveyor, and acknowledged the execution of this instrument on the/this voluntary act and deed and affixed the signature therein.

Witness my signature and seal this 4th day of December, 2002.

By commission expires 1-23-10 M. C. Clark  
 Notary Public Clark County of residence

Printed Name Angela M. Niesske  
 Signature

In Testimony Whereof, I have hereunto set my hand and the seal of my office this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Owner: Parkside Home, LLC, an Illinois Limited Liability Company, authorized to do business in Indiana

*Angela M. Niesske*  
 (Notary of Residence) This (Other)

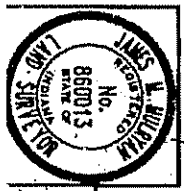
STATE OF INDIANA )  
 COUNTY OF MARION ) SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared James H. Maloney, Registered Land Surveyor, and acknowledged the execution of this instrument on the/this voluntary act and deed and affixed the signature therein.

Witness my signature and seal this 4th day of December, 2002.

By commission expires 1-23-10 M. C. Clark  
 Notary Public Clark County of residence

Printed Name Angela M. Niesske  
 Signature



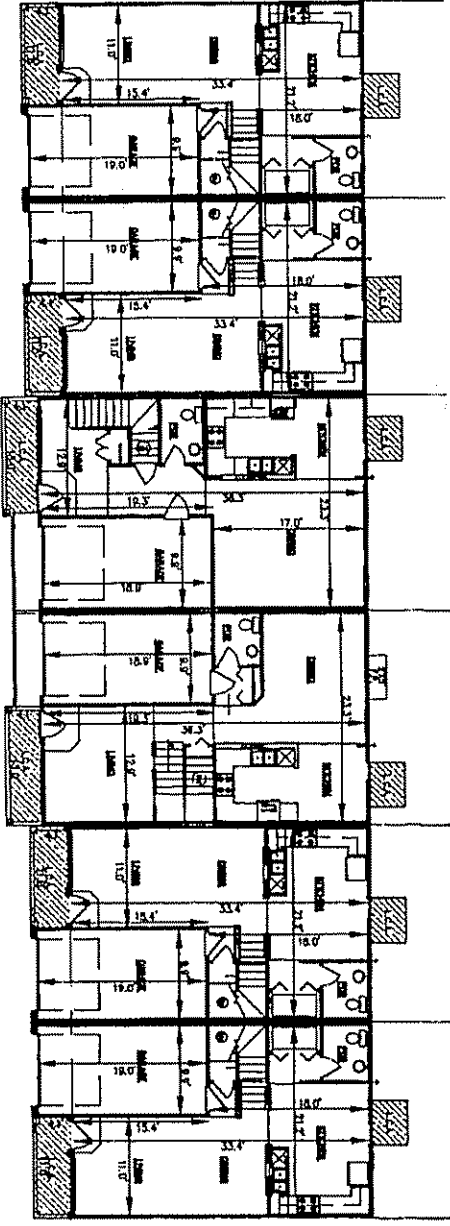
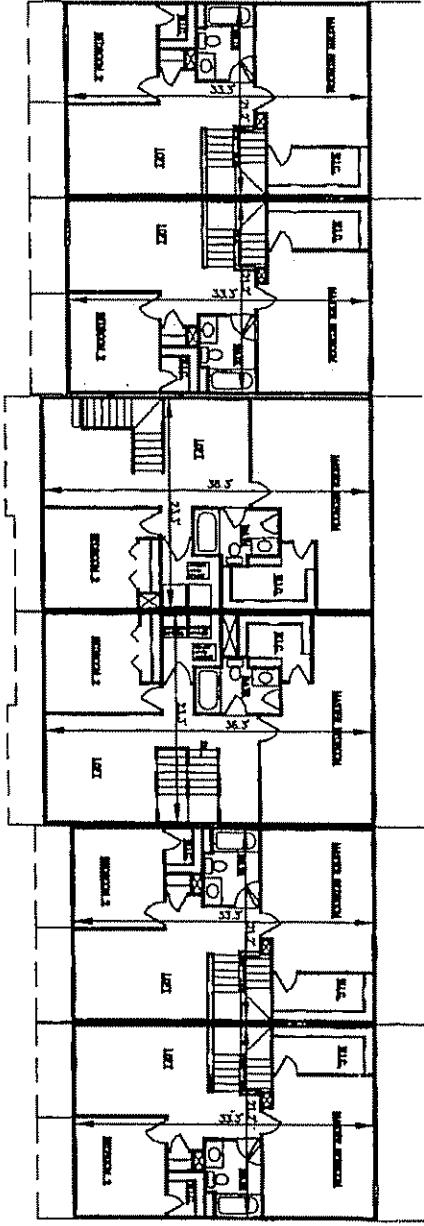
PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 SHEET 5A

THIS INSTRUMENT PREPARED BY:  
 Kenneth M. Marlyn  
 Registered Land Surveyor  
 Indiana #890013  
 The Schneider Corporation  
 8901 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. - UNITED COMMON AREA  
 D. & S.E. - DRIVEWAY AND SERVICE EASEMENT  
 V.E. - VENTRESS EGRESS EASEMENT  
 H.E. - HANCOCK EASEMENT  
 B.E. - BRADING EASEMENT  
 R.E. - UNIT ADDRESS  
 P.C. - PARKING

# THE PLANS BUILDING 19 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 1563, Carmel IN 46027, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Street 5A for Building 19.



UNIT	TYPE	FIRST FLOOR	SECOND FLOOR	TOTAL	COVERED PORCH	TOTAL UNDER ROOF
1901	TYPE 1	645 sq. ft.	645 sq. ft.	1,290 sq. ft.	187 sq. ft.	1,477 sq. ft.
1902	TYPE 1	645 sq. ft.	645 sq. ft.	1,290 sq. ft.	187 sq. ft.	1,477 sq. ft.
1903	TYPE 1	645 sq. ft.	645 sq. ft.	1,290 sq. ft.	187 sq. ft.	1,477 sq. ft.
1904	TYPE 1	645 sq. ft.	645 sq. ft.	1,290 sq. ft.	187 sq. ft.	1,477 sq. ft.
1905	TYPE 1	645 sq. ft.	645 sq. ft.	1,290 sq. ft.	187 sq. ft.	1,477 sq. ft.
1906	TYPE 1	645 sq. ft.	645 sq. ft.	1,290 sq. ft.	187 sq. ft.	1,477 sq. ft.

STATE OF INDIANA )  
 COUNTY OF MADISON ) SS

Knows all that the above referenced plat of floor plans may and occasionally depicts the layout, location, unit numbers, and dimensions of the condominium units as built.

Witness my signature and the 5 day of December, 2002.

By commission expires 11/23/01 Hancock County of Indiana

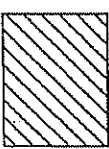
Notary Public *[Signature]* Secretary



By *[Signature]*  
 Kenneth A. Schmitt  
 Registered Professional Engineer  
 Indiana #890258



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 19  
 SHEET 5B



UNITED COMMON AREA

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 19**

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**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	4.315037%
0302	4.315037%
0303	3.118621%
0304	3.118621%
0305	4.315037%
0306	4.292357%
0401	3.623271%
0402	3.623271%
0403	3.623271%
0404	3.623271%
1801	3.623271%
1802	3.623271%
1803	4.292357%
1804	4.292357%
1805	4.315037%
1806	4.292357%
2001	3.623271%
2002	3.623271%
2003	3.623271%
2004	3.623271%
1901	3.623271%
1902	3.623271%
1903	4.315037%
1904	4.292357%
1905	3.623271%
1906	3.623271%
	100.000000%

EXHIBIT D

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

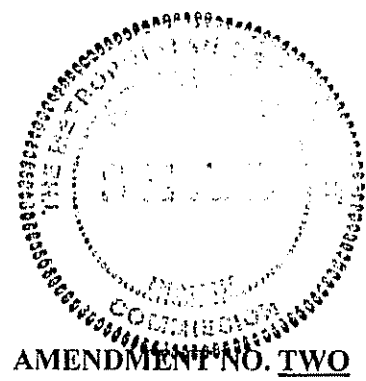
BUILDING 19

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A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 214.80 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 184.93 feet; thence South 89 degrees 41 minutes 05 seconds West a distance of 65.93 feet to the west line of said Block "D"; thence North 00 degrees 18 minutes 55 seconds West along said west line a distance of 134.98 feet to a tangent curve to the left having a radius of 160.00 feet the radius point which bears South 89 degrees 41 minutes 05 seconds West; thence northerly along said curve and along said west line an arc distance of 34.77 feet to a point which bears North 77 degrees 14 minutes 00 seconds East from said radius point; thence North 77 degrees 14 minutes 00 seconds East a distance of 71.70 feet to the **Point of Beginning**, containing 0.270 acres more or less.

MARTHA A WOMACKS  
452410 DEC 26 8  
SUBJECT TO THE SUFFICIENCY  
FOR TRANSFER



**FILED**  
DEC 23 2002  
PIKE TOWNSHIP  
ASSESSOR

3

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

This Amendment No. TWO ("Amendment") is entered into this 20 day of December, 2002, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on ~~Exhibit D attached hereto.~~

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

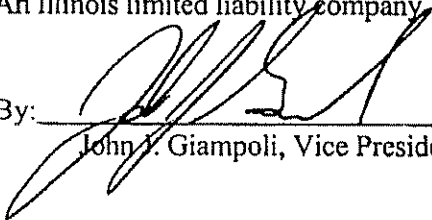
1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by adding to Exhibit A from the Declaration and adding the real estate from Exhibit 1 which is attached hereto and incorporated herein by reference.
2. The additional Common Areas contained in the Additional Property from Exhibit 1 which have been added to this Declaration are hereby granted and conveyed to the Unit Owners, all as more particularly described in the Declaration.
3. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

12/26/02 02:09PM NANDA MARTIN MARION CTY RECORDER JNW 15.00 PAGES: 3  
Inst # 2002-0251770

4. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 20 of December, 2002.

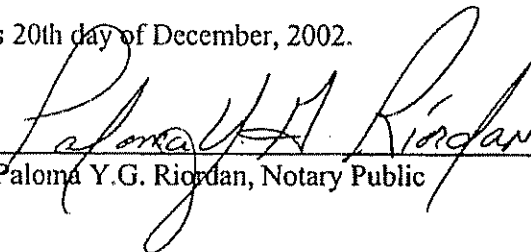
PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By:   
John J. Giampoli, Vice President

STATE OF Illinois SS:  
COUNTY OF Cook )

Before me, a Notary Public in and for the State of Illinois, personally appeared John J. Giampoli, Vice President of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 20th day of December, 2002.

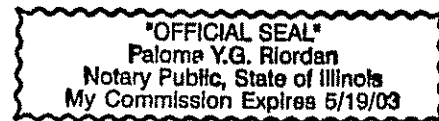
  
Paloma Y.G. Riordan, Notary Public

County of Residence: Cook  
My Commission Expires: 5-19-03

This Instrument prepared by: Greg A. Bouwer, Koransky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, Indiana 46311

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
8250 Haverstick  
Suite 110  
Indianapolis, IN 46240



**EXHIBIT "1"**

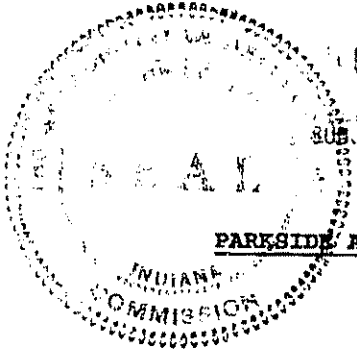
**PARKSIDE AT GEORGETOWN**

All of Block A in the Conditional Final Plat of Parkside at Georgetown Condominium recorded December 2, 2002 as Instrument Number 2002-0233978 in the Office of the Recorder of Marion County, Indiana, containing 1.202 acres, more or less.

15

APPROVED THIS 25th DAY OF April 2003

MARTHA A. WOMACKS



68958 APR 28 2003 PIKE TOWNSHIP ASSESSOR

DRAFTSMAN J. J. Brady

SUBJECT TO THE COMPLIANCE FOR TRANSFER

AMENDMENT NO. Three

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 14,13,2

This Amendment No. Three ("Amendment") is entered into this 14TH day of APRIL 2003, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is

Cross reference:  
2003-0088678



attached hereto and incorporated herein by reference.

4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 14TH day of APRIL, 2003

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By:   
Michael J. Pasquinelli Officer

STATE OF Indiana SS:  
COUNTY OF Hancock

Before me, a Notary Public in and for the State of Indiana personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 14<sup>th</sup> day of April, 2003.

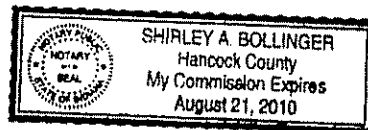
County of Residence:

Hancock

My Commission Expires:

8-21-10

 Notary Public



This Instrument prepared by: Jeffrey A. Abrams, Attorney at Law, 2300 One American Square, Indianapolis, IN 46282.

**MARION COUNTY RECORDER:**

Please return this document to:

Portrait Homes

8250 Haverstick

Suite 110

Indianapolis, IN 46240

MEASUREMENT PREPARED BY:  
**James M. Mahay**  
 Registered Land Surveyor  
 Indiana #000613  
 The Schneider Corporation  
 8801 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-626-7100

## REPLAT OF PART OF BLOCK 'D' AND PART OF BLOCK 'E' OF PARKSIDE AT GEORGETOWN CONDOMINIUM



A part of Block "D" and part of Block "E" of Parkside at Georgetown Condominium as recorded in Instrument #0002-0233676 in the Office of the Recorder of Marion County, Indiana being:

A part of the West Half of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degree 14 minutes 24 seconds East (assumed bearing) 64.00 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degree 14 minutes 24 seconds East 1,598.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 78 degrees 19 minutes 24 seconds West 323.46 feet along said right of way line to a point on the East right of way line of Georgetown Block; thence northerly 308.03 feet along an arc to the left and having a radius of 1,884.86 feet and subtended by a long chord bearing a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 03 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.24 feet (and 34.23 feet (assumed) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 03 minutes 03 seconds East 18.00 feet along said South right of way line; thence North 80 degrees 00 minutes 00 seconds East 14.36 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

**WARRANTY CONCERNING**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Given my hand and seal of Indianapolis, Indiana this 17<sup>th</sup> day of April, 2002.

*James M. Mahay*  
 James M. Mahay  
 Registered Land Surveyor  
 Indiana #000613

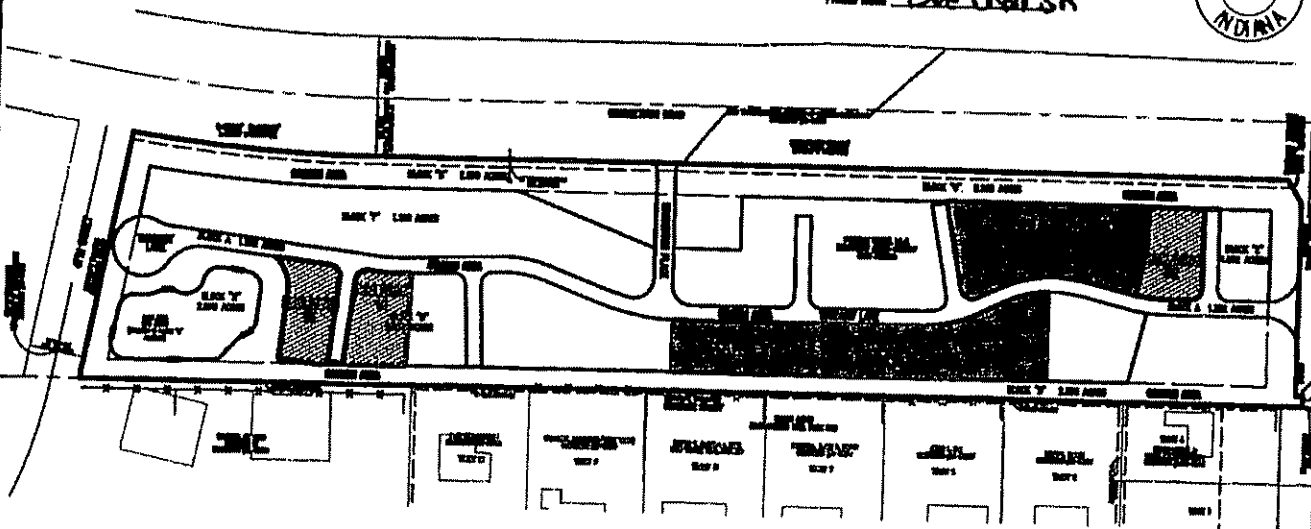
NAME OF OWNER }  
 COUNTY OF OWNER }  
 AS

Before me a Notary Public in and for said county and state, personally appeared James M. Mahay, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and attested his signature thereto.

Witness my signature and seal this 17 day of April, 2002.

My commission expires 1/23/10 Notary Public  
 Notary Public David  
 State of Indiana

Printed Name David Indresh



B. & S.E. - CORNER AND BENCH MARK  
 L.C. - IRONING SIGN MARK  
 S.E. - IRONING SIGN MARK  
 S.L. - BULLDOZE LINE  
 S.S. - WEST PROPERTY



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

SHEET 6

RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, INSTRUMENT NO. 0002-0233676, APRIL 17, 2002.

EXHIBIT B

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING 14,13,2

---

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	2.921361%
0302	2.921361%
0303	2.111365%
0304	2.111365%
0305	2.921361%
0306	2.906006%
0401	2.453022%
0402	2.453022%
0403	2.453022%
0404	2.453022%
1801	2.453022%
1802	2.453022%
1803	2.906006%
1804	2.906006%
1805	2.921361%
1806	2.906006%
2001	2.453022%
2002	2.453022%
2003	2.453022%
2004	2.453022%
1901	2.453022%
1902	2.453022%
1903	2.921361%
1904	2.906006%
1905	2.453022%
1906	2.453022%
1401	2.453022%
1402	2.454942%
1403	2.906006%
1404	2.906006%
1301	2.921361%
1302	2.906006%
1303	2.921361%
1304	2.111365%

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 14,13,2**

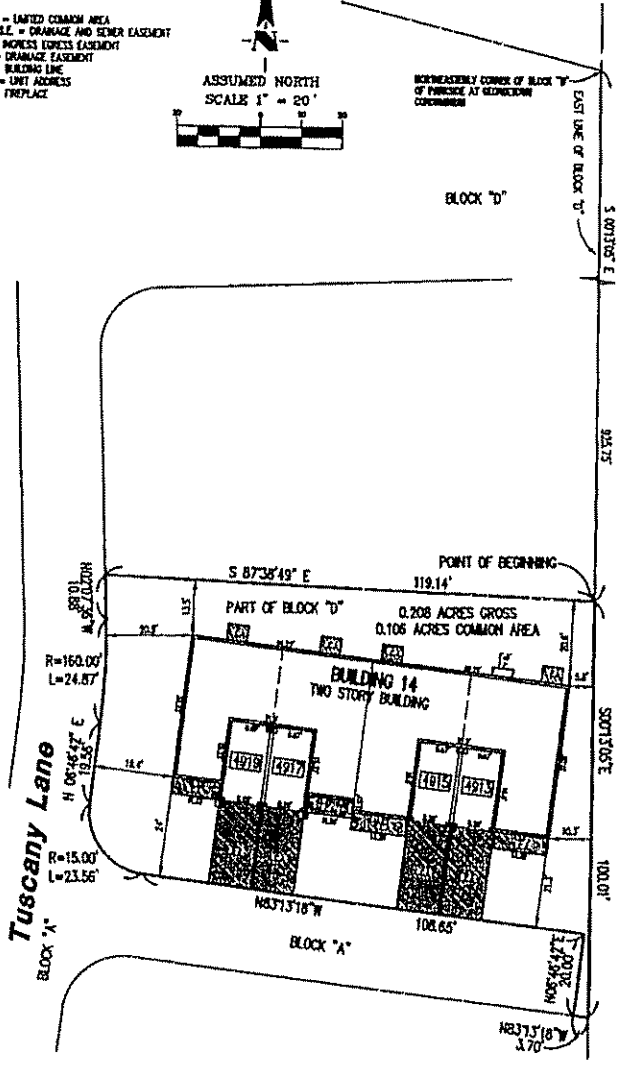
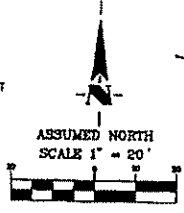
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**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
0201	2.906006%
0202	2.906006%
0203	2.453022%
0204	2.453022%
	100 000000%

THIS INSTRUMENT PREPARED BY:  
 James M. Malryn  
 The Schneider Corporation  
 8901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 U.E. = UTILITY EGRESS EASEMENT  
 S.E. = SEWER EASEMENT  
 B.L. = BUILDING LINE  
 U.A. = UNIT ADDRESS  
 F.P. = FIREPLAZ



### BUILDING 14 IN PART OF BLOCK "D" OF PARKSIDE AT GEORGETOWN CONDOMINIUM

PARKSIDE AT GEORGETOWN - BUILDING 14

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as instrument # 2002-0213079 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 18 North, Range 3 East, Five Townships, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed bearing) along the east line of said Block "D" a distance of 825.75 to the Point of Beginning; thence past bearing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 100.01 feet; thence North 83 degrees 13 minutes 18 seconds West a distance of 3.79 feet to the easterly line of Block "A"; thence east 8 courses being along said easterly line: (1) thence North 08 degrees 46 minutes 42 seconds East a distance of 20.00 feet; (2) thence North 83 degrees 13 minutes 18 seconds West a distance of 108.65 feet to a curve to the right having a radius of 15.00 feet the station point of which bears North 08 degrees 46 minutes 42 seconds East; (3) thence northerly and westerly along said curve an arc distance of 23.58 feet to a point which bears North 83 degrees 13 minutes 18 seconds West from said radius point; (4) thence North 06 degrees 46 minutes 42 seconds East a distance of 19.58 feet to a tangent curve to the left having a radius of 146.00 feet the radius point of which bears North 83 degrees 13 minutes 18 seconds West; (5) thence northerly along said curve an arc distance of 34.87 feet to a point which bears North 07 degrees 42 minutes 24 seconds East from said radius point; (6) thence North 07 degrees 07 minutes 38 seconds West a distance of 32.85 feet; thence South 07 degrees 38 minutes 48 seconds East a distance of 118.11 feet to the Point of Beginning, containing 0.208 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given my hand and seal of Indianapolis, Indiana this 17th day of April, 2003.

*James M. Malryn*  
 James M. Malryn  
 Registered Land Surveyor  
 Indiana #00013

STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me a notary public in and for said county and state, personally appeared James M. Malryn, Registered Land Surveyor, and acknowledged the execution of this instrument in his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 17 day of April, 2003.

My commission expires 1/15/10  
 Notary Public: *[Signature]*  
 County of Marion

Printed Name: Dee Cadricis

In testimony whereof, witness the signatures of Owner and Deedeeal this 22 day of April, 2003.

Owner:  
 Parkside Homes, L.L.C., an Illinois Limited Liability Company, authorized to do business in Indiana  
*[Signature]*  
 (Individual Name) (Owner)

STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Ponzanelli, member of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument in his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 22 day of April, 2003.

My commission expires 5/19/03  
 Notary Public: *[Signature]*  
 County of Marion

Printed Name: Michael J. Ponzanelli  
 Notary Public, State of Illinois  
 Commission Expires 5/19/03



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 14

SHEET # A

THIS INSTRUMENT PREPARED BY:  
**James M. Malroy**  
 Registered Land Surveyor  
 Indiana #260013  
 The Schneider Corporation  
 6901 Dale Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

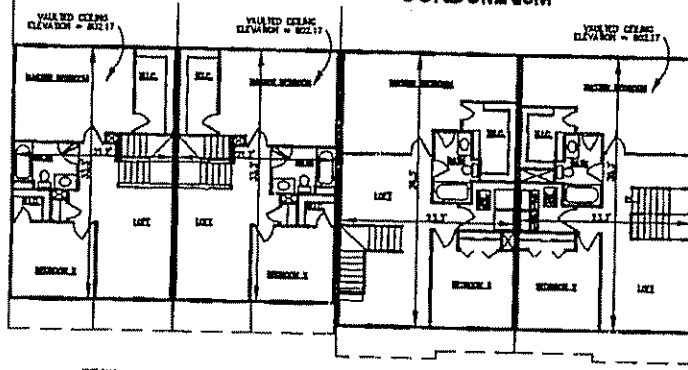
L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 L.V.E. = LOGGERS EXPRESS EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 B.L. = BUILDING LINE  
 U.A. = UNIT ADDRESS  
 F.P. = FIREPLACE

## THE PLANS BUILDING 14 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

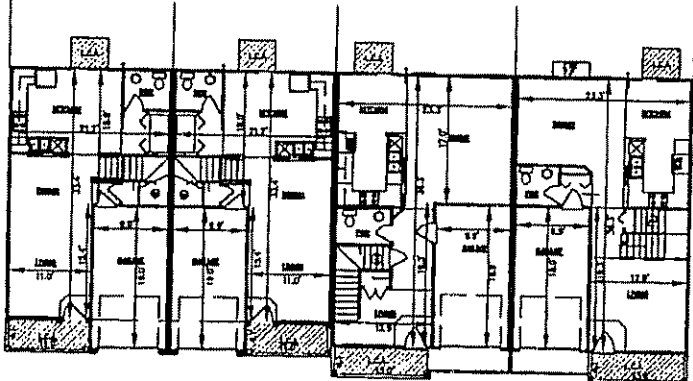
**NOTES:**

The interior floor plans were provided by C.A.D. Corporation, P.D. Box 3563, Carmel IN 46082, for reference only.

Outside dimensions by The Schneider Corporation as shown on Sheet 8A for Building 14



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - SCALE: 1/8" = 1'-0"  
 FINISH FLOOR ELEVATION = 791.87  
 CEILING ELEVATION = 800.87



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - SCALE: 1/8" = 1'-0"  
 FINISH FLOOR ELEVATION = 790.87  
 CEILING ELEVATION = 790.87

1401 - TYPE "L"	
FIRST FLOOR	- 551 sq. ft.
SECOND FLOOR	- 706 sq. ft.
TOTAL	- 1,257 sq. ft.
GARAGE	- 188 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,490 sq. ft.
1402 - TYPE "L"	
FIRST FLOOR	- 551 sq. ft.
SECOND FLOOR	- 706 sq. ft.
TOTAL	- 1,257 sq. ft.
GARAGE	- 188 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,490 sq. ft.
1403 - TYPE "M"	
FIRST FLOOR	- 845 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,693 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL UNDER ROOF	- 1,732 sq. ft.
1404 - TYPE "M"	
FIRST FLOOR	- 845 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,693 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL UNDER ROOF	- 1,742 sq. ft.

STATE OF INDIANA }  
 COUNTY OF MARION }  
 Before me a notary public in and for said county and state, personally appeared Duane A. Sherry, Registered Professional Engineer, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.  
 Witness my signature and seal this 17 day of April, 2003.  
 My commission expires 1/31/10  
 Notary Public: Harrock  
 County of Madison  
 Printed Name: Dec Onodush



**ENGINEER'S CERTIFICATE**  
 This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, and numbers, and dimensions of the condominium units as built.  
 Duane A. Sherry  
 Registered Professional Engineer  
 Indiana #260258



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

BUILDING 14  
**SHEET 8 B**

EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
LEGAL DESCRIPTION

Building 14

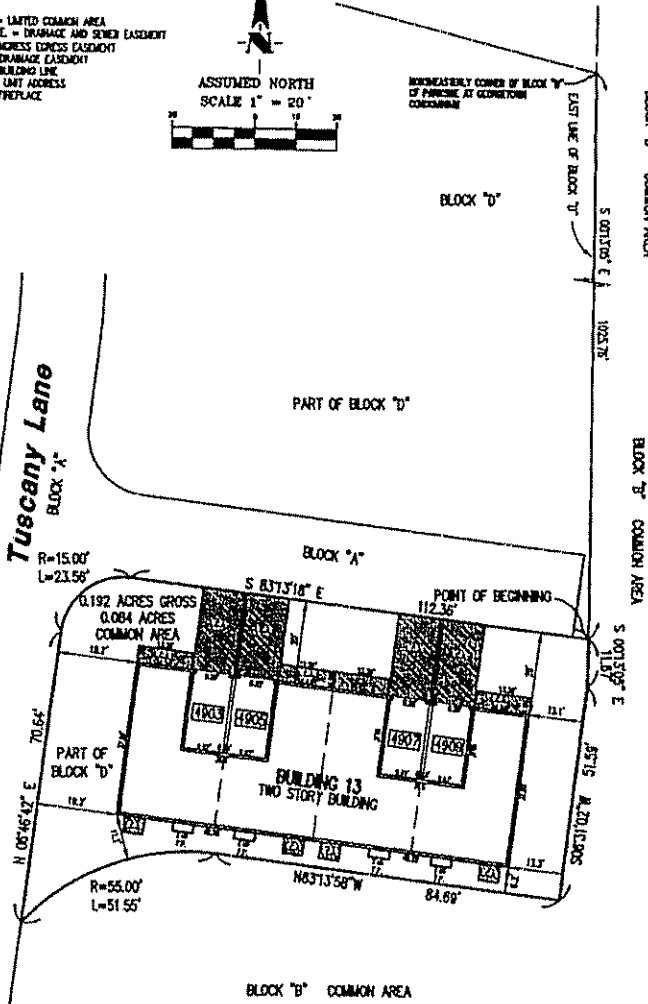
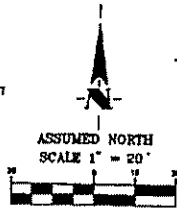
A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 925.75 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 100.01 feet; thence North 83 degrees 13 minutes 18 seconds West a distance of 3.70 feet to the easterly line of Block "A"; thence next 6 courses being along said easterly lines; (1) thence North 06 degrees 46 minutes 42 seconds East a distance of 20.00 feet; (2) thence North 83 degrees 13 minutes 18 seconds West a distance of 108.65 feet to a curve to the right having a radius of 15.00 feet the radius point of which bears North 06 degrees 46 minutes 42 seconds East; (3) thence northwesterly and northerly along said curve an arc distance of 23.56 feet to a point which bears North 83 degrees 13 minutes 18 seconds West from said radius point; (4) thence North 06 degrees 46 minutes 42 seconds East a distance of 19.56 feet to a tangent curve to the left having a radius of 160.00 feet the radius point of which bears North 83 degrees 13 minutes 18 seconds West; (5) thence northerly along said curve an arc distance of 24.87 feet to a point which bears North 87 degrees 52 minutes 24 seconds East from said radius point; (6) thence North 02 degrees 07 minutes 36 seconds West a distance of 10.88 feet; thence South 87 degrees 38 minutes 49 seconds East a distance of 119.14 feet to the **Point of Beginning**, containing 0.208 acres more or less.



THIS INSTRUMENT PREPARED BY:  
**James M. Mulryan**  
 The Schneider Corporation  
 2901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 1/2" = ADDRESS EGRESS EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 B.L. = BUILDING LINE  
 B.U. = UNIT ADDRESS  
 F.F. = FIREPLACE



**BUILDING 13 IN PART OF BLOCK "D" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

PARKSIDE AT GEORGETOWN - BUILDING 13

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominiums (recorded as instrument # 2022-0233778 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, 7th Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "D"; thence South 03 degrees 13 minutes 05 seconds East (measured double) along the east line of said Block "D" a distance of 1025.76 to the Point of Beginning; thence continuing South 02 degrees 13 minutes 05 seconds East along said east line a distance of 111.17 feet; thence South 08 degrees 31 minutes 02 seconds West along said east line a distance of 31.58 feet; thence North 83 degrees 13 minutes 58 seconds West along the southern line of said Block "D" a distance of 84.68 feet to a tangent curve to the left having a radius of 55.00 feet the radius point of which bears South 08 degrees 46 minutes 02 seconds West; thence westerly and northerly along said curve and said westerly line an arc distance of 31.58 feet to a point which bears North 46 degrees 55 minutes 51 seconds West from said curve; thence North 42 degrees 12 seconds East a distance of 20.84 feet to a tangent curve to the right having a radius of 15.00 feet the radius point of which bears South 83 degrees 13 minutes 18 seconds East; (2) thence northerly and northerly along said curve an arc distance of 23.58 feet to a point which bears North 08 degrees 46 minutes 02 seconds East from said curve; thence South 83 degrees 13 minutes 18 seconds East a distance of 112.35 feet to the Point of Beginning, containing 0.117 acre more or less.

**SURVEYOR'S CERTIFICATE**

I do hereby certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Given my hand and seal at Indianapolis, Indiana this 17th day of April, 2023.

*James M. Mulryan*  
 James M. Mulryan  
 Registered Land Surveyor  
 Indiana #860013

STATE OF INDIANA } ss  
 COUNTY OF MARION } ss

Before me a notary public in and for said county and state, personally appeared James M. Mulryan, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature therein.

Witness my signature and seal this 17th day of April, 2023.  
 My commission expires 11/23/20  
 Notary Public: *David Hancock*  
 David Hancock  
 Notary Public

Printed Name: David Hancock

In Testimony whereof, witness the signatures of Owner and Deednot this 22nd day of April, 2023.

Owner:  
 Parkside Homes, L.L.C., an Illinois Limited Liability Company, authorized to do business in Indiana  
*Michael J. Pasquini*  
 Michael J. Pasquini (Officer)

STATE OF INDIANA } ss  
 COUNTY OF MARION } ss

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Pasquini, member of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his/her voluntary act, act and deed and offered his signature therein.

Witness my signature and seal this 22nd day of April, 2023.  
 My commission expires 5/19/23  
 Notary Public: *Halima Y.G. Riordan*  
 Halima Y.G. Riordan  
 Notary Public

Printed Name: Halima Y.G. Riordan  
 Notary Public, State of Illinois  
 My Commission Expires 5/19/03



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 13

SHEET 7 A

THIS INSTRUMENT PREPARED BY:  
 James M. Mulryan  
 Registered Land Surveyor  
 Indiana #080013  
 The Schneider Corporation  
 2801 Olive Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

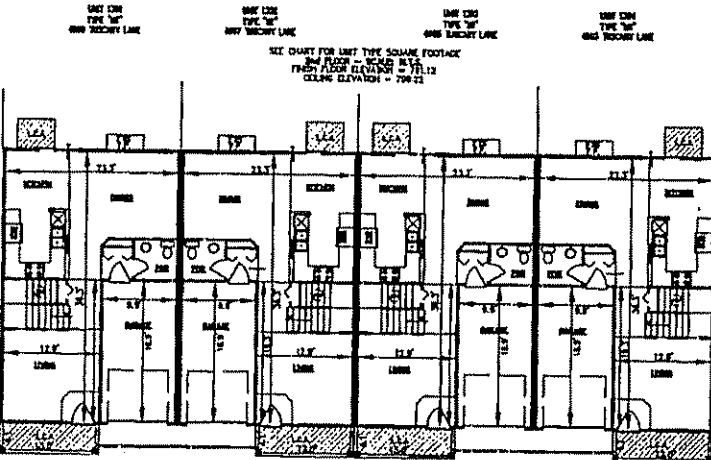
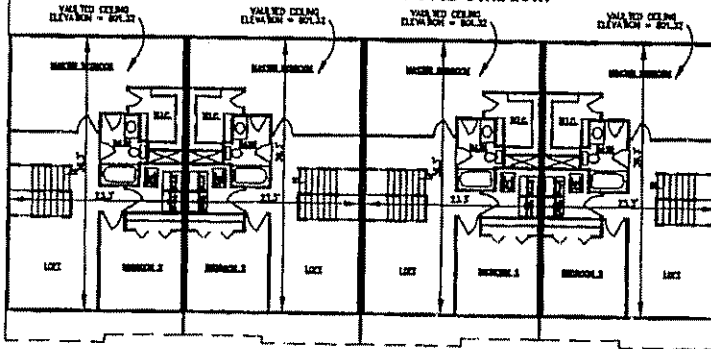
L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 V.E. = VARIANCE EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 B.L. = BUILDING LINE  
 U.A. = UNIT ADDRESS  
 F.P. = FIREPLACE

## THE PLANS BUILDING 13 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

**NOTES:**

The interior floor plans were provided by C.A.D. Corporation, P.O. Box 2563, Carmel, IN 46082, for reference only.

Outside dimensions by The Schneider Corporation as shown on Sheet 7A for Building 13.



1301 - TYPE "M1"	
FIRST FLOOR	- 845 sq. ft.
SECOND FLOOR	- 846 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
FIREPLACE	- 10 sq. ft.
TOTAL UNDER ROOF	- 1,742 sq. ft.
1302 - TYPE "M1"	
FIRST FLOOR	- 845 sq. ft.
SECOND FLOOR	- 846 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
FIREPLACE	- 10 sq. ft.
TOTAL UNDER ROOF	- 1,742 sq. ft.
1303 - TYPE "M1"	
FIRST FLOOR	- 845 sq. ft.
SECOND FLOOR	- 846 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
FIREPLACE	- 10 sq. ft.
TOTAL UNDER ROOF	- 1,742 sq. ft.
1304 - TYPE "M1"	
FIRST FLOOR	- 845 sq. ft.
SECOND FLOOR	- 846 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
FIREPLACE	- 10 sq. ft.
TOTAL UNDER ROOF	- 1,742 sq. ft.

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - BUILT IN P.S.  
 FIRST FLOOR ELEVATION = 791.12  
 CEILING ELEVATION = 796.82

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2nd FLOOR - BUILT IN P.S.  
 FIRST FLOOR ELEVATION = 791.12  
 CEILING ELEVATION = 796.82

STATE OF INDIANA }  
 COUNTY OF MARION } 23

Before me a notary public in and for said county and state, personally appeared Duane A. Shover, Registered Professional Engineer, and acknowledged the execution of this instrument as his/her voluntary act and deed and attested his signature thereof.

Witness my signature and seal this 17 day of April, 2003.  
 My commission expires 1/23/10  
Monroe  
 County of residence

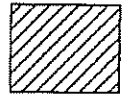
Notary Public: Duane A. Shover  
 Printed Name: Doc Duvelish



**OWNER'S CERTIFICATE**

This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, unit numbers, and dimensions of the condominium units as built.

Gave my 17 day of April, 2003.  
Duane A. Shover  
 Registered Professional Engineer  
 Indiana #080258



LIMITED COMMON AREA

**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

BUILDING 13

SHEET 7 B

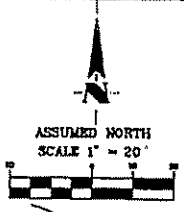
EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
LEGAL DESCRIPTION

Building 13

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 1025.76 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 11.67 feet; thence South 06 degrees 31 minutes 02 seconds West along said east line a distance of 51.59 feet; thence North 83 degrees 13 minutes 58 seconds West along the southern line of said Block "D" a distance of 84.69 feet to a tangent curve to the left having a radius of 55.00 feet the radius point of which bears South 06 degrees 46 minutes 02 seconds West; thence westerly and southwesterly along said curve and said southerly line an arc distance of 51.55 feet to a point which bears North 46 degrees 55 minutes 51 seconds West from said radius point to the easterly line of Block "A"; thence next 3 courses being along said easterly lines; (1) thence North 06 degrees 46 minutes 42 seconds East a distance of 70.64 feet to a tangent curve to the right having a radius of 15.00 feet the radius point of which bears South 83 degrees 13 minutes 18 seconds East; (2) thence northerly and northeasterly along said curve an arc distance of 23.56 feet to a point which bears North 06 degrees 46 minutes 42 seconds East from said radius point; (3) thence South 83 degrees 13 minutes 18 seconds East a distance of 112.36 feet to the **Point of Beginning**, containing 0.192 acres more or less.

THIS INSTRUMENT PREPARED BY:  
 James M. Malryn  
 Registered Land Surveyor  
 Indiana #660013  
 The Schneider Corporation  
 8901 6th Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100



**BUILDING 02 IN PART OF BLOCK 'E' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARKSIDE AT GEORGETOWN - BUILDING 02**

A part of Block "E" in the Condition Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2022-013078 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Hill of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "C"; thence South 80 degree 07 minutes 42 seconds East (assumed bearing) along the west line of said Block "C" a distance of 83.89 feet to the Point of Beginning; thence South 80 degrees 50 minutes 41 seconds East a distance of 0.40 feet to a western line of Block "A"; thence said 5 courses being along said western line; (1) thence South 80 degrees 07 minutes 18 seconds East a distance of 20.00 feet; (2) thence South 80 degrees 58 minutes 41 seconds East a distance of 102.24 feet to a tangent curve to the right having a radius of 15.00 feet the radius point of which bears South 00 degree 07 minutes 18 seconds West; (3) thence southeasterly and southerly along said curve an arc distance of 22.50 feet to a point which bears North 80 degree 46 minutes 55 seconds East from said radius point; (4) thence South 00 degree 13 minutes 03 seconds East a distance of 30.80 to a tangent curve to the right having a radius of 14.00 feet the radius point of which bears South 80 degree 46 minutes 55 seconds West; (5) thence southeasterly along said curve an arc distance of 34.13 feet to a point which bears South 78 degree 13 minutes 00 seconds East; thence northwesterly along said curve an arc distance of 34.13 feet to a point which bears South 78 degree 13 minutes 00 seconds East; thence north 2 courses being along said north line; (1) thence North 79 degree 03 minutes 43 seconds West a distance of 68.97 feet; (2) thence South 80 degree 53 minutes 18 seconds West a distance of 43.81 feet to a point on the west line of said Block "E"; thence North 00 degree 07 minutes 42 seconds West along said west line a distance of 92.80 feet to the Point of Beginning, containing 0.205 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Done my hand and seal at Indianapolis, Indiana this 17<sup>th</sup> day of April, 2021.

*James M. Malryn*  
 James M. Malryn  
 Registered Land Surveyor  
 Indiana #660013

STATE OF INDIANA ) SS  
 COUNTY OF MARION )

Before me, a notary public in and for said county and state, personally appeared James M. Malryn, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 17 day of April, 2021.

My commission expires 12/31/10 HANCOCK  
 Notary Public: Dick County of Indiana

Printed Name: Dee Dondrich

In Testimony whereof, I have the signatures of Owner and Declarant this 22nd day of April, 2021.

Owner:  
 Parkside Homes, LLC, a Limited Liability Company authorized to do business in Indiana  
*Michael J. Prosser*  
 Michael J. Prosser, (Title)  
 STATE OF INDIANA ) SS  
 COUNTY OF MARION )

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Prosser, member of Parkside Homes, LLC, on behalf of Parkside Homes, LLC, authorized to do business in Indiana, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 22 day of April, 2021.

My commission expires 5-19-20 ILLINOIS

Notary Public: Paloma Y.G. Riordan  
 Paloma Y.G. Riordan  
 Notary Public, State of Illinois  
 My Commission Expires 5/19/03

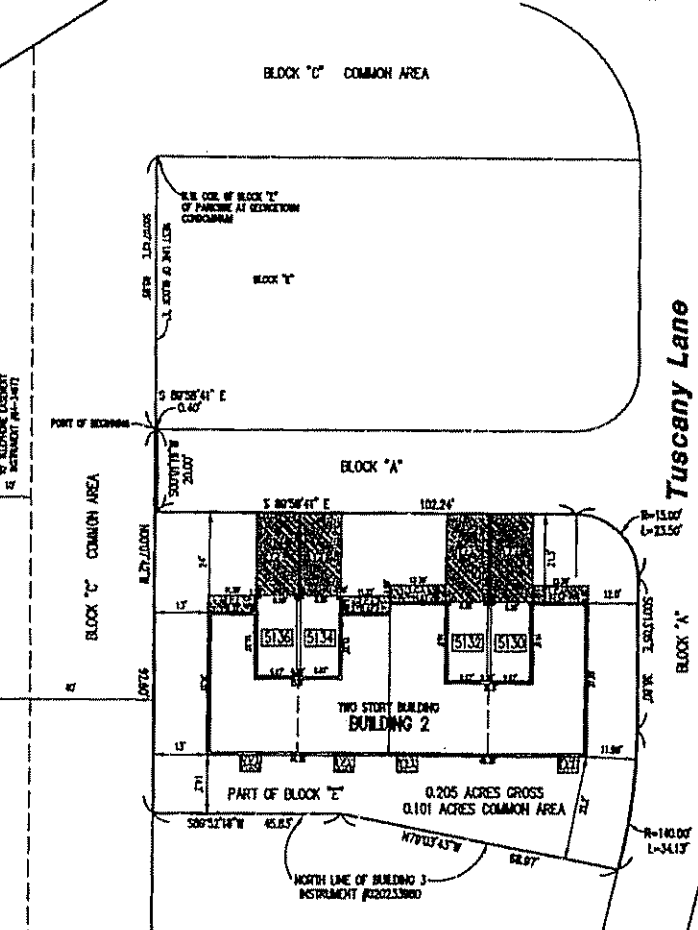


**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

BUILDING 02

SHEET 0 A

L.C.A. = UNITED COMMON AREA  
 D. & S.C. = DRAINAGE AND SEWER EASEMENT  
 U.C. = SIDEWALK EXPRESS EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 B.L. = BUILDING LINE  
 E.A. = UNIT ADDRESS  
 F.P. = FIREPLACE



THIS INSTRUMENT PREPARED BY:  
 James M. Mulryan  
 Registered Land Surveyor  
 Indiana #060013  
 The Schneider Corporation  
 8901 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

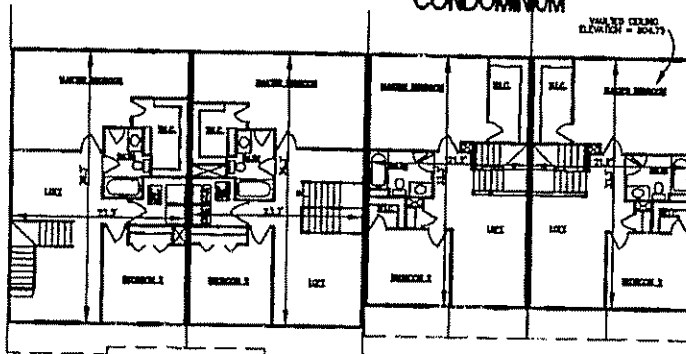
L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRIVEWAY AND SERVICE EASEMENT  
 U.E. = UTILITY EGRESS EASEMENT  
 D.E. = DRIVEWAY EASEMENT  
 B.L. = BUILDING LINE  
 E.A. = UNIT ADDRESS  
 F.P. = FINISH PLACE

### THE PLANS BUILDING 02 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

**NOTES:**

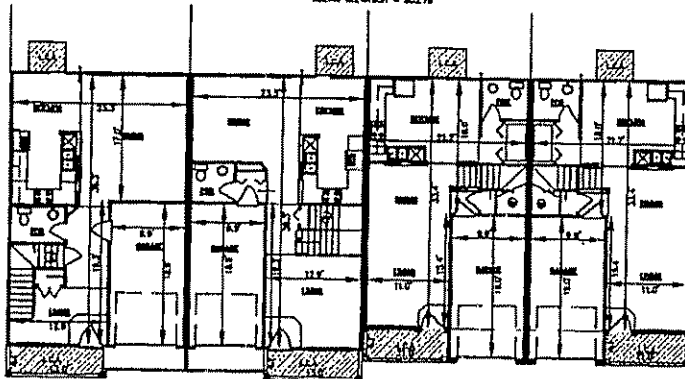
The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 46082, for reference only.

Outside dimensions by The Schneider Corporation as shown on Sheet 6A for Building 02.



UNIT 0201 TYPE "M2"  
 NEW TOWN TYPE "M2" NEW BROWN LINE  
 UNIT 0202 TYPE "M1"  
 NEW TOWN TYPE "M1" NEW BROWN LINE

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR - 843 sq. ft.  
 FINISH FLOOR ELEVATION = 794.45  
 CEILING ELEVATION = 802.75



UNIT 0202 TYPE "M1"  
 NEW TOWN TYPE "M1" NEW BROWN LINE  
 UNIT 0203 TYPE "L"  
 NEW TOWN TYPE "L" NEW BROWN LINE

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR - 501 sq. ft.  
 FINISH FLOOR ELEVATION = 794.25  
 CEILING ELEVATION = 792.25

0201 - TYPE "M2"	
FIRST FLOOR	- 843 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL UNDER ROOF	- 1,732 sq. ft.
0202 - TYPE "M1"	
FIRST FLOOR	- 843 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL UNDER ROOF	- 1,732 sq. ft.
0203 - TYPE "L"	
FIRST FLOOR	- 501 sq. ft.
SECOND FLOOR	- 706 sq. ft.
TOTAL	- 1,207 sq. ft.
GARAGE	- 188 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,490 sq. ft.
0204 - TYPE "L"	
FIRST FLOOR	- 501 sq. ft.
SECOND FLOOR	- 706 sq. ft.
TOTAL	- 1,207 sq. ft.
GARAGE	- 188 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,490 sq. ft.

STATE OF INDIANA } 25  
 COUNTY OF MARSH

Before me a Notary Public, to wit for said county and state, personally appeared Duane A. Sharver, Registered Professional Engineer, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 17 day of April, 2003.

My commission expires 1/23/10  
 Notary Public: *[Signature]*  
 Duane A. Sharver  
 Registered Professional Engineer  
 Indiana #990258

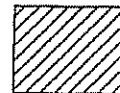
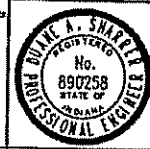


**ENGINEER'S CERTIFICATE**

This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, and dimensions of the condominium units as built.

Given my hand and seal at Indianapolis, Indiana, this 17 day of April, 2003.

By: *[Signature]*  
 Duane A. Sharver  
 Registered Professional Engineer  
 Indiana #990258



LIMITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

BUILDING 02

SHEET 6 B

EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
LEGAL DESCRIPTION

Building 2

A part of Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 65.89 feet to the **Point of Beginning**; thence South 89 degrees 58 minutes 41 seconds East a distance of 0.40 feet to a western line of Block "A"; thence next 5 courses being along said western lines; (1) thence South 00 degrees 01 minutes 19 seconds West a distance of 20.00 feet; (2) thence South 89 degrees 58 minutes 41 seconds East a distance of 102.24 feet to a tangent curve to the right having a radius of 15.00 feet the radius point of which bears South 00 degrees 01 minutes 19 seconds West; (3) thence southeasterly and southerly along said curve an arc distance of 23.50 feet to a point which bears North 89 degrees 46 minutes 55 seconds East from said radius point; (4) thence South 00 degrees 13 minutes 05 seconds East a distance of 36.80 to a tangent curve to the right having a radius of 140.00 feet the radius point of which bears South 89 degrees 46 minutes 55 seconds West; (5) thence southwesterly along said curve an arc distance of 34.13 feet to a point which bears South 76 degrees 15 minutes 00 seconds East from said radius point to the north line of Building 3 as recorded in Instrument #020233980 in said Recorder's Office; thence next 2 courses being along said north line; (1) thence North 79 degrees 03 minutes 43 seconds West a distance of 68.97 feet; (2) thence South 89 degrees 52 minutes 18 seconds West a distance of 45.83 feet to a point on the west line of said Block "E"; thence North 00 degrees 07 minutes 42 seconds West along said west line a distance of 92.60 feet to the **Point of Beginning**, containing 0.205 acres more or less.



MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

APPROVED THIS 31st  
DAY OF July 2003

(9)

84163 AUG-6 8

PIKE TOWNSHIP ASSESSOR

SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

DRAFTSMAN

*Slamady*

AMENDMENT NO. Four

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 11

This Amendment No. Four ("Amendment") is entered into this 25TH day of JULY 2003, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from

08/06/03 09:57PM NANDA MARTIN MARION CTY RECORDER JRC 27.00 PAGES: 9

Inst # 2003-0163004

the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.

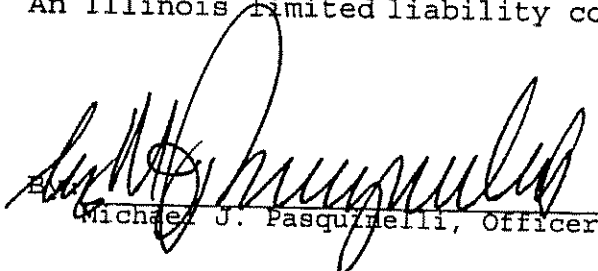
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 25TH day of JULY, 2003

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

  
Michael J. Pasquelli, Officer



STATE OF Illinois ) SS:  
COUNTY OF Cook

Before me, a Notary Public in and for the State of Illinois, personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

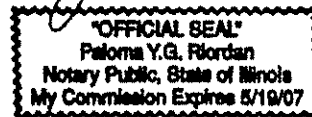
Witness my hand and  
July, 2003.

Notarial Seal this 28<sup>th</sup> day of

Paloma Y.G. Riordan  
Notary Public

County of Residence:  
Cook

My Commission Expires:  
5-19-07



This Instrument prepared by: Jeffrey A. Abrams, Attorney at Law,  
2300 One American Square, Indianapolis, IN 46282.

**MARION COUNTY RECORDER:**  
Please return this document to:  
Portrait Homes  
8250 Haverstick  
Suite 110  
Indianapolis, IN 46240

THIS INSTRUMENT PREPARED BY:  
 James M. Malryn  
 Registered Land Surveyor  
 Indiana #860013  
 The Schneider Corporation  
 2801 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

## REPLAT OF PART OF BLOCK 'F' OF PARKSIDE AT GEORGETOWN CONDOMINIUM



A part of Block 'F' of Parkside at Georgetown Condominium as recorded in instrument #2002-0233978 in the Office of the Recorder of Marion County, Indiana being:

A part of the West Half of the Southeast Quarter of Section 7, Township 18 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning of a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 18.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,549.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 308.03 feet along an arc to the left and having a radius of 1,984.86 feet and subdivided by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (dred) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 217.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 18.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

GIVEN my hand and seal at Indianapolis, Indiana this 8<sup>TH</sup> day of July, 2001.

*James M. Malryn*  
 James M. Malryn  
 Registered Land Surveyor  
 Indiana #860013

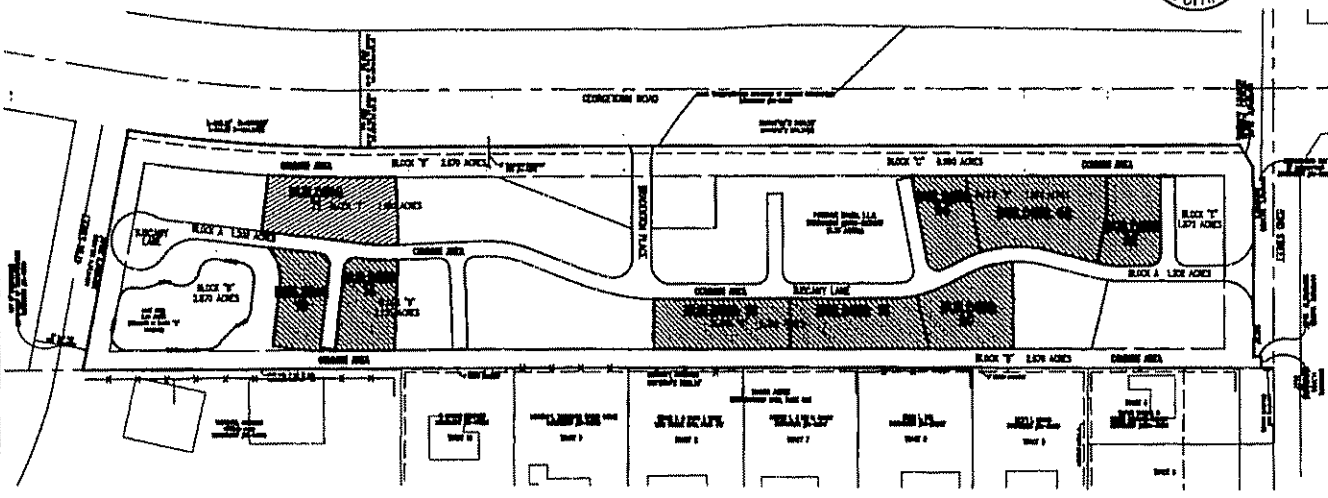
STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me a notary public in and for said county and state, personally appeared James M. Malryn, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature thereto.

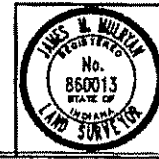
Witness my signature and seal this 8 day of July, 2001.

My commission expires 11/20/02 Harrodsburg  
 County of residence

Notary Public: Daniel  
 Private Name: Dee Ondekish



D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 I/E = INGRESS EGRESS EASEMENT  
 E.E. = EGRESS EASEMENT  
 B.L. = BUILDING LINE  
 ADDR = UNIT ADDRESS



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

BUILDING B SHEET 9

EXHIBIT D

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

LEGAL DESCRIPTION

Building 11

A part Block "F" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "F"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "F" a distance of 135.59 to the **Point of Beginning**; thence North 89 degrees 52 minutes 24 seconds East a distance of 88.95 feet to the west line of Block "A"; thence next 3 courses being along said west line; (1) South 02 degrees 07 minutes 36 seconds East a distance of 12.57 feet to a tangent curve to the right having a radius of 140.00 feet the radius point of which bears South 87 degrees 52 minutes 24 seconds West; (2) thence southerly along said curve an arc distance of 21.76 feet to a point which bears South 83 degrees 13 minutes 18 seconds East from said radius point; (3) thence South 06 degrees 46 minutes 42 seconds West a distance of 150.22 feet; thence North 83 degrees 13 minutes 18 seconds West a distance of 74.52 feet to the westerly line of said Block "F"; thence next 2 courses being along said westerly lines; point also being on a curve to the left having a radius of 2024.86 feet the radius point of which bears North 86 degrees 41 minutes 39 seconds West; (1) thence northerly along said curve an arc distance of 121.37 feet to a point which bears North 89 degrees 52 minutes 18 seconds East from said radius point; (2) thence North 00 degrees 07 minutes 42 seconds West a distance of 50.05 feet to the **Point of Beginning**, containing 0.335 acres more or less.

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**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 11**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
0301	2.541623%
0302	2.541623%
0303	1.836915%
0304	1.836915%
0305	2.541623%
0306	2.528263%
0401	2.134162%
0402	2.134162%
0403	2.134162%
0404	2.134162%
1801	2.134162%
1802	2.134162%
1803	2.528263%
1804	2.528263%
1805	2.541623%
1806	2.528263%
2001	2.134162%
2002	2.134162%
2003	2.134162%
2004	2.134162%
1901	2.134162%
1902	2.134162%
1903	2.541623%
1904	2.528263%
1905	2.134162%
1906	2.134162%
1401	2.134162%
1402	2.135832%
1403	2.528263%
1404	2.528263%
1301	2.541623%
1302	2.528263%
1303	2.541623%
1304	1.836915%

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**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 11**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
0201	2.528263%
0202	2.528263%
0203	2.134162%
0204	2.134162%
1101	2.134162%
1102	2.134162%
1103	1.836915%
1104	1.836915%
1105	2.528263%
1106	2.528263%
	100.000000%

---

THIS INSTRUMENT PREPARED BY:  
 James M. Malryn  
 The Schneider Corporation  
 8001 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 G.E. = GREENWAY EASEMENT  
 B.L. = BUILDING LINE  
 U.L. = UNIT ADDRESS  
 F.F. = FIRELACE

**BUILDING 11 IN PART OF BLOCK "Y" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

PARKSIDE AT GEORGETOWN - BUILDING 11

A part Block "Y" is the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as instrument # 2002-0233679 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "Y", thence South 00 degree 07 minutes 42 seconds East (assumed bearing) along the west line of said Block "Y" a distance of 135.56 to the Point of Beginning, thence North 08 degree 52 minutes 24 seconds East a distance of 55.95 to the west line of Block "A", thence north 5 courses being along said west line: (1) South 02 degree 07 minutes 36 seconds East a distance of 12.57 feet to a tangent curve to the right having a radius of 143.00 feet the radius point of which bears South 87 degree 52 minutes 24 seconds West; (2) thence northerly along said curve an arc distance of 21.78 feet to a point which bears South 13 degree 13 minutes 18 seconds East from said radius point; (3) thence South 05 degree 46 minutes 42 seconds West a distance of 130.22 feet; thence North 43 degree 13 minutes 18 seconds West a distance of 74.52 feet to the westerly line of said Block "Y", thence east 2 courses being along said westerly line; (4) thence north 18 degrees 18 minutes 18 seconds West a distance of 2074.08 feet the radius point of which bears North 08 degree 11 minutes 36 seconds West; (5) thence northerly along said curve an arc distance of 121.37 feet to a point which bears North 08 degree 02 minutes 18 seconds East, from said radius point; (6) thence North 00 degree 07 minutes 42 seconds West a distance of 50.05 feet to the Point of Beginning, containing 0.135 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Gave my hand and seal at Indianapolis, Indiana this 8th day of July, 2001.

*James M. Malryn*  
 James M. Malryn  
 Registered Land Surveyor  
 Indiana #00013

STATE OF INDIANA }  
 COUNTY OF MARION }

Before me a notary public in and for said county and state, personally appeared James M. Malryn, Registered Land Surveyor, and acknowledged the execution of this instrument on his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 8th day of July, 2001.

My commission expires 11/20/10  
 Notary Public: *[Signature]*  
 County of residence: Marion

Printed Name: Dee O'Grady

In testimony whereof, witness the signature of Deane and I, this 28th day of July, 2001.

Deane:  
 Parkside Homes, Inc. (aka Liberty Liberty Company) authorized to do business in Indiana  
*[Signature]*  
 Deane J. P... (aka)

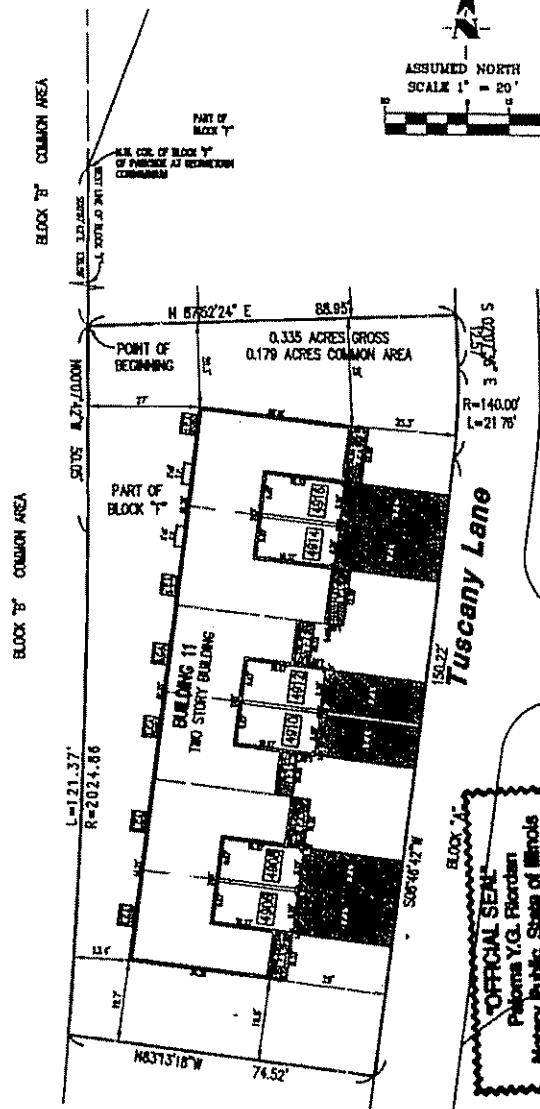
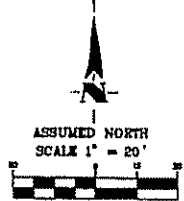
STATE OF INDIANA }  
 COUNTY OF MARION }

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. P... member of Parkside Homes, LLC, an Indiana Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument on his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 28th day of July, 2001.

My commission expires 05-17-07  
 Notary Public: *[Signature]*  
 County of residence: Marion

Printed Name: Patricia G. P...



**OFFICIAL SEAL**  
 Patricia Y.G. P...  
 Notary Public, State of Indiana  
 My Commission Expires 05/17/07



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**  
 BUILDING 11

**SHEET 9 A**

THIS INSTRUMENT PREPARED BY:  
**Marion M. Murray**  
 Registered Land Surveyor  
 Indiana #880013  
 The Schneider Corporation  
 28001 Old Avenue  
 Indianapolis, Indiana 46218-1037  
 Phone: 317-826-7100

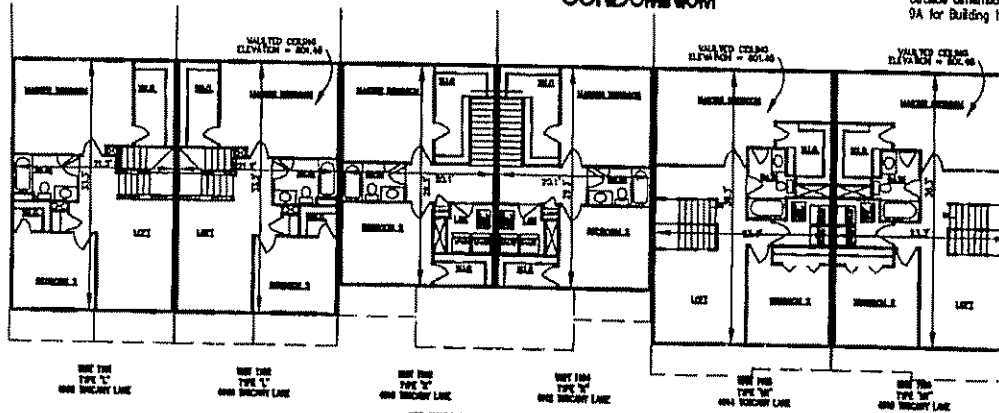
L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER EASEMENT  
 V.E. = VENTRESS EGRESS EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 B.L. = BUILDING LINE  
 U.A. = UNIT ADDRESS  
 F.F. = FIREPLACE

## THE PLANS BUILDING II PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

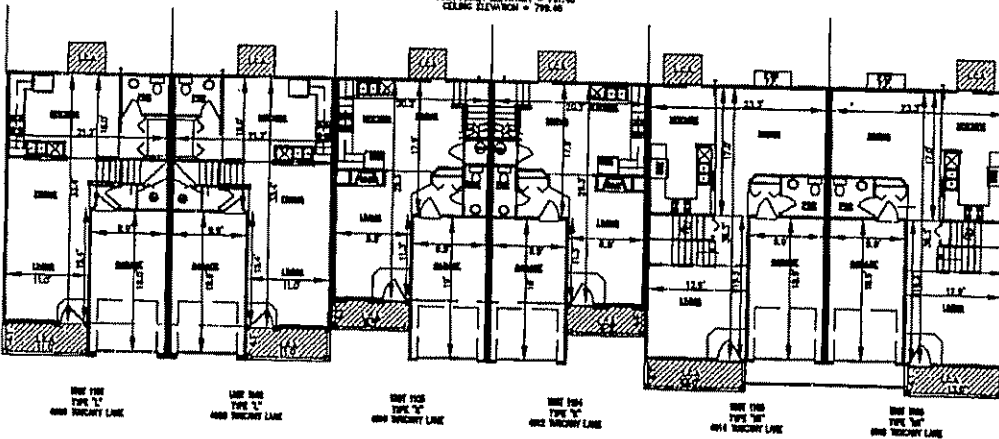
**NOTES:**

The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 48062, for reference only.

Outable dimensions by The Schneider Corporation as shown on Sheet 9A for Building II



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - SCALE 1/8" = 1'-0"  
 FINISH FLOOR ELEVATION = 771.48  
 CEILING ELEVATION = 779.48



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - SCALE 1/8" = 1'-0"  
 FINISH FLOOR ELEVATION = 781.10  
 CEILING ELEVATION = 789.10

UNITS SQUARE FOOTAGE	
<b>1101 - TYPE "L"</b>	
FIRST FLOOR	- 581 sq. ft.
SECOND FLOOR	- 708 sq. ft.
TOTAL	- 1,289 sq. ft.
GARAGE	- 108 sq. ft.
COVERED PORCH	- 43 sq. ft.
TOTAL UNDER ROOF	- 1,440 sq. ft.
<b>1102 - TYPE "L"</b>	
FIRST FLOOR	- 651 sq. ft.
SECOND FLOOR	- 708 sq. ft.
TOTAL	- 1,359 sq. ft.
GARAGE	- 108 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,492 sq. ft.
<b>1103 - TYPE "C"</b>	
FIRST FLOOR	- 474 sq. ft.
SECOND FLOOR	- 389 sq. ft.
TOTAL	- 1,063 sq. ft.
GARAGE	- 108 sq. ft.
COVERED PORCH	- 38 sq. ft.
TOTAL UNDER ROOF	- 1,289 sq. ft.
<b>1104 - TYPE "K"</b>	
FIRST FLOOR	- 474 sq. ft.
SECOND FLOOR	- 509 sq. ft.
TOTAL	- 1,083 sq. ft.
GARAGE	- 108 sq. ft.
COVERED PORCH	- 38 sq. ft.
TOTAL UNDER ROOF	- 1,289 sq. ft.
<b>1105 - TYPE "M"</b>	
FIRST FLOOR	- 643 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 53 sq. ft.
FIREPLACE	- 10 sq. ft.
TOTAL UNDER ROOF	- 1,741 sq. ft.
<b>1106 - TYPE "M"</b>	
FIRST FLOOR	- 648 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,496 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 53 sq. ft.
FIREPLACE	- 10 sq. ft.
TOTAL UNDER ROOF	- 1,741 sq. ft.

STATE OF INDIANA }  
 COUNTY OF MARION }

Before me a notary public in and for said county and state, personally appeared Duane A. Dwyer, Registered Professional Engineer, and acknowledged the execution of this instrument to him/her voluntarily act and deed and affixed his signature thereto.

Witness my signature and seal this 12-18-08 day of March, 2003.

My commission expires 12-18-08 Marion  
 County of residence

Notary Public: Duane A. Dwyer  
 Noted Here: Duane A. Dwyer

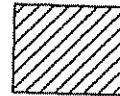


**ENGINEER'S CERTIFICATE**

This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, unit numbers, and dimensions of the accommodations units as built.

Given my hand and seal at Indianapolis, Indiana, this 12-18-08 day of March, 2003.

Duane A. Dwyer  
 Registered Professional Engineer  
 Indiana #890258



LIMITED COMMON AREA

**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

BUILDING II

SHEET 9 B



MARTHA A. WOMACKS  
MARION COUNTY ASSESSOR

486868 AUG 26 03

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

AMENDMENT NO. Five

APPROVED THIS 19th (A)  
DAY OF August 2003

PIKE TOWNSHIP ASSESSOR,  
DRAFTSMAN L. A. McBrady

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING NO. 10

This Amendment No. Five ("Amendment") is entered into this 1st day of AUGUST 2003, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from

X ref 2003-0175507



the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.


4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 1<sup>ST</sup> DAY OF AUGUST, 2003

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By   
Michael J. Pasquinelli, Officer

STATE OF Illinois) SS:  
COUNTY OF Cook

Before me, a Notary Public in and for the State of Illinois, personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and  
August, 2003.

Notarial Seal this 5<sup>th</sup> day of

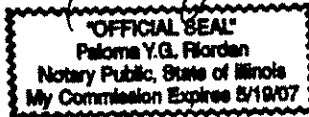
County of Residence:

Cook

My Commission Expires:

5-19-07

Paloma Y.G. Riordan  
Notary Public



This Instrument prepared by: Jeffrey A. Abrams, Attorney at Law,  
2300 One American Square, Indianapolis, IN 46282.

**MARION COUNTY RECORDER:**

Please return this document to:

Portrait Homes  
8250 Haverstick  
Suite 110  
Indianapolis, IN 46240

THIS INSTRUMENT PREPARED BY:  
 James H. Malryn  
 The Schnitler Corporation  
 2801 Oak Avenue  
 Indianapolis, Indiana 46218-1037  
 Phone: 317-628-7100

L.C.A. = LAND COMMON AREA  
 B. & S.L. = BURIAL AND SEWER EASEMENT  
 L.V. = BURIAL SEWER EASEMENT  
 L.E. = BURIAL EASEMENT  
 S.L. = SLOTTED LINE  
 C.S. = CURB SIDEWALK  
 P.A. = PAVEMENT

**BUILDING 10 IN PART OF BLOCK "Y" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**



**PERMITS AT GEORGETOWN - BUILDING 10**

A part Block "Y" in the Conditional Plat Map of Parkside at Georgetown Condominium (provided as Instrument # 2002-053207) in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 10 North, Range 3 East, Fifth Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Block "Y", thence South 89 degrees 07 minutes 42 seconds East (assumed bearing) along the west line of said Block "Y" a distance of 132.83; thence North 87 degrees 02 minutes 24 seconds East a distance of 152.28 feet to the east line of Block "Y"; thence said line along said east line (1) North 82 degrees 27 minutes 25 seconds East a distance of 174.28 feet to a tangent curve to the right having a radius of 100.00 feet the radius point of which bears North 87 degrees 02 minutes 24 seconds East; (2) thence approximately along said curve an arc distance of 152.28 feet to a point which bears North 73 degrees 57 minutes 02 seconds East from said radius point; thence North 89 degrees 07 minutes 42 seconds East a distance of 73.57 feet to the westerly line of said Block "Y"; thence South 89 degrees 07 minutes 42 seconds East along said westerly line a distance of 152.28 feet to the Point of Beginning, containing 0.225 acres more or less.

**WARRANTY OF TITLE**

This is to certify that the above described property was conveyed by the Schnitler Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Witness my hand and seal of Indianapolis, Indiana this 30<sup>th</sup> day of JULY, 2005.

*James H. Malryn*  
 James H. Malryn  
 Registered Land Surveyor  
 Indiana #202823

**STATE OF INDIANA**

Before me a notary public in and for said county and state, personally appeared James H. Malryn, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his depository bonds.

Witness my signature and seal this 30<sup>th</sup> day of JULY, 2005.

My commission expires Jan 23 2010 Hancock  
 Notary Public D. L. Hoad  
 Indiana

Printed Name: Dee Anderson

In Testimony whereof, witness the signature of Clerk and Notarized this 5<sup>th</sup> day of August, 2005.

*Michael A. Pappalardo*  
 Michael A. Pappalardo, Notary Public  
 State of Indiana

**STATE OF ILL.**

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael A. Pappalardo, member of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his depository bonds.

Witness my signature and seal this 5<sup>th</sup> day of August, 2005.

My commission expires 11-5-11-04 Paul  
 Notary Public Paul  
 Indiana

Printed Name: Paul

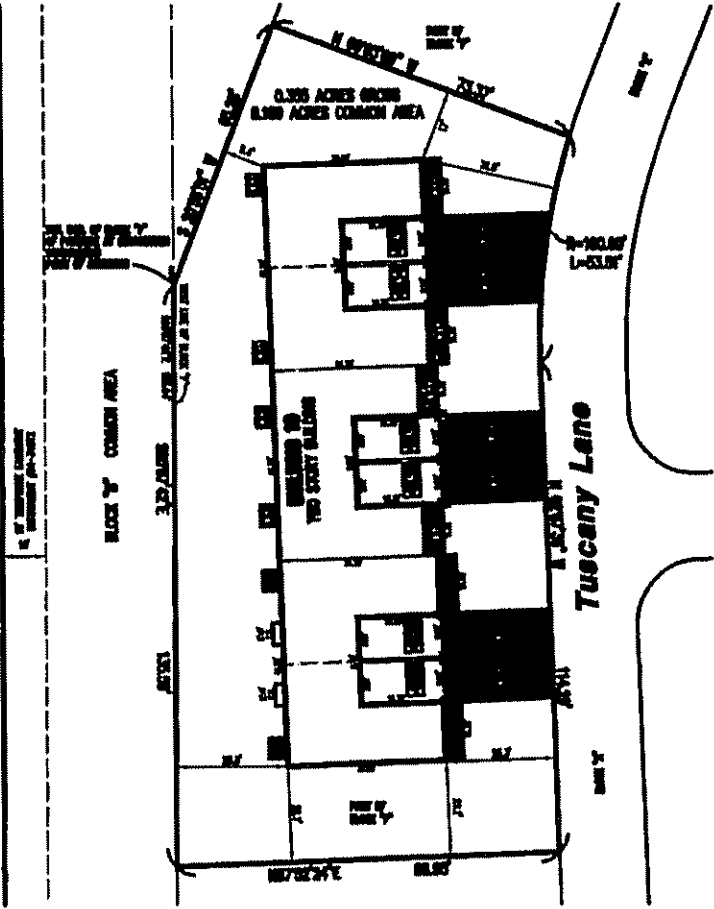
**"OFFICIAL SEAL"**  
 Paloma Y.G. Riordan  
 Notary Public, State of Illinois  
 My Commission Expires 5/18/07



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PLAT 10**

**SHEET D A**



THIS INSTRUMENT PREPARED BY:  
 James H. Malyon  
 Registered Land Surveyor  
 Indiana #000043  
 The Schneider Corporation  
 6824 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-526-7100

## REPLAT OF PART OF BLOCK "F" OF PARKSIDE AT GEORGETOWN CONDOMINIUM



A part of Block "F" of Parkside at Georgetown Condominiums as recorded in Instrument #0002-0233878 in the Office of the Recorder of Marion County, Indiana being:

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.20 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,286.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.46 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 328.23 feet along an arc to the left and having a radius of 1,884.86 feet and subtended by a long chord having a bearing of North 4 degrees 16 minutes 36 seconds East and a length of 326.72 feet along said right of way line; thence North 0 degrees 00 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (doubt) 34.23 feet (corrected) along said East right of way line to a point on the South right of way line of West 23rd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 16.20 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

**WITNESSED HEREBY:**  
 This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Registered Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown to feet and decimal thereof.  
 Given my hand and seal at Indianapolis, Indiana this 30<sup>th</sup> day of July, 2010.

*James H. Malyon*  
 James H. Malyon  
 Registered Land Surveyor  
 Indiana #000043

**NAME OF BORROWER**  
**ADDRESS OF BORROWER**

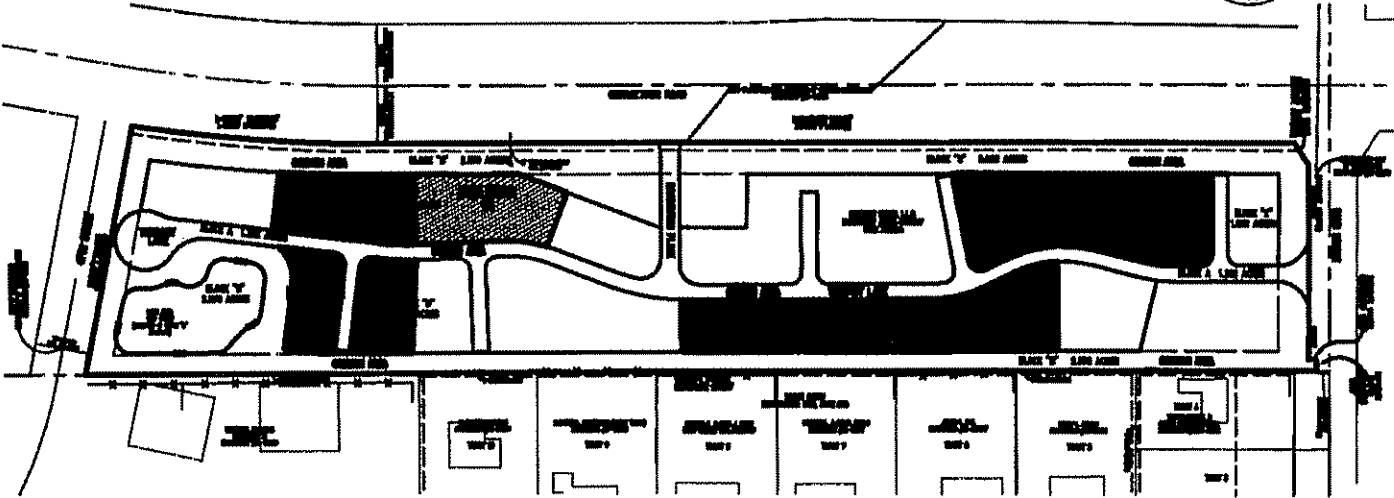
I, the undersigned, being a duly qualified and sworn Notary Public in and for the State of Indiana, do hereby certify that the above described person is the owner of the above described premises and that the above described person is the owner of the above described premises.

Witness my signature and seal this 30<sup>th</sup> day of July, 2010.

My commission expires Jan 23, 2011 Hancock  
 Notary Public Don Dadeish County of Hancock



Printed Name: Don Dadeish



B. & S.C. = BOUNDARY AND CENTER EASEMENT  
 L.C. = BOUNDARY CENTER EASEMENT  
 S.C. = BOUNDARY EASEMENT  
 S.L. = BOUNDARY LINE  
 S.D. = UNIT ADDRESS



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

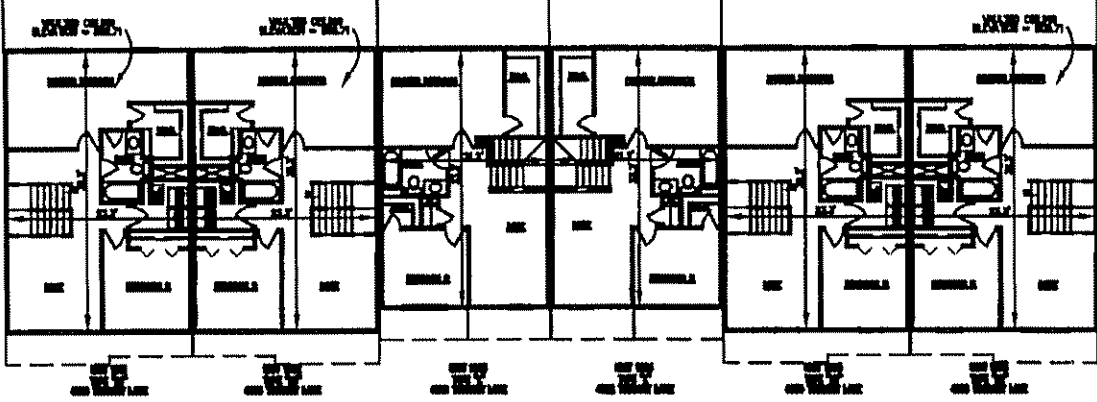
SHEET 9

THIS INSTRUMENT PREPARED BY:  
**James H. Willyam**  
 Registered Land Surveyor  
 License #68063  
 The Schneider Corporation  
 2804 Ohio Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-628-7100

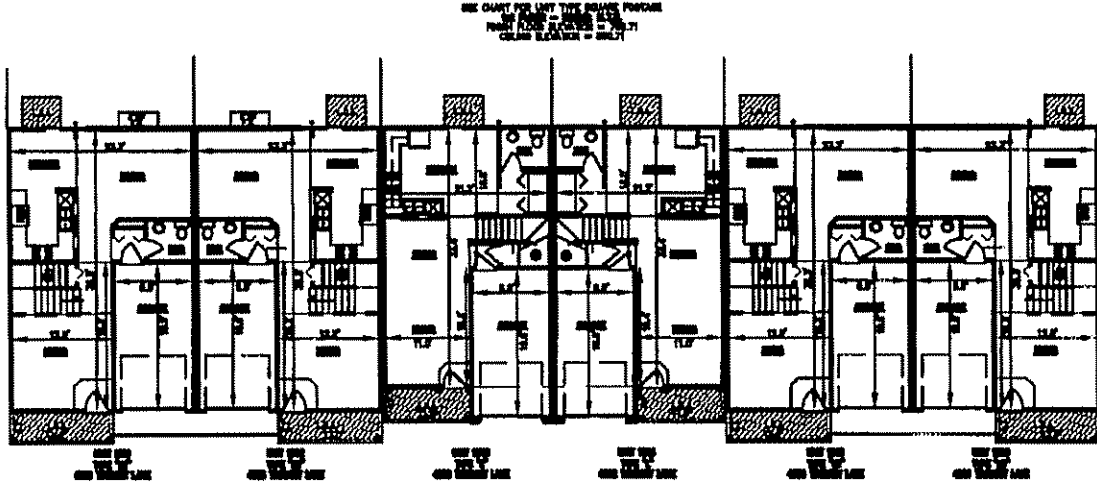
L.C.A. = LIMITED COMMON AREA  
 B. & S.E. = BALCONY AND TERRACE EXHIBIT  
 P.E. = PARKING EXHIBIT EXHIBIT  
 A.E. = AIRSPACE EXHIBIT  
 B.L. = BUILDING LINE  
 C.A.S. = CURB ADDRESS  
 P.A. = PORCH

## THE PLANS BUILDING 10 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

**NOTES:**  
 The interior floor plans were provided by C.A.S. Corporation, P.O. Box 3253, Carroll IN 46032, for reference only.  
 Curbside dimensions by The Schneider Corporation as shown on Sheet 10A for Building 10.



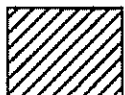
UNIT 1010 - 1012 UNIT	
FIRST FLOOR	- 848 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,696 sq. ft.
BALCONY	- 87 sq. ft.
COVERED PORCH	- 83 sq. ft.
PORCH	- 70 sq. ft.
TOTAL UNDER ROOF - 1,736 sq. ft.	
UNIT 1011 - 1013 UNIT	
FIRST FLOOR	- 848 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,696 sq. ft.
BALCONY	- 87 sq. ft.
COVERED PORCH	- 83 sq. ft.
PORCH	- 70 sq. ft.
TOTAL UNDER ROOF - 1,736 sq. ft.	
UNIT 1014 - 1016 UNIT	
FIRST FLOOR	- 848 sq. ft.
SECOND FLOOR	- 708 sq. ft.
TOTAL	- 1,556 sq. ft.
BALCONY	- 80 sq. ft.
COVERED PORCH	- 48 sq. ft.
TOTAL UNDER ROOF - 1,684 sq. ft.	
UNIT 1015 - 1017 UNIT	
FIRST FLOOR	- 848 sq. ft.
SECOND FLOOR	- 708 sq. ft.
TOTAL	- 1,556 sq. ft.
BALCONY	- 80 sq. ft.
COVERED PORCH	- 48 sq. ft.
TOTAL UNDER ROOF - 1,684 sq. ft.	
UNIT 1018 - 1020 UNIT	
FIRST FLOOR	- 848 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,696 sq. ft.
BALCONY	- 87 sq. ft.
COVERED PORCH	- 83 sq. ft.
TOTAL UNDER ROOF - 1,736 sq. ft.	
UNIT 1019 - 1021 UNIT	
FIRST FLOOR	- 848 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1,696 sq. ft.
BALCONY	- 87 sq. ft.
COVERED PORCH	- 83 sq. ft.
TOTAL UNDER ROOF - 1,736 sq. ft.	



**WITNESSES:**  
 Before me a Notary Public in and for said county and state, personally appeared **James A. Thomas**, Registered Professional Engineer, and acknowledged the contents of this instrument as his/her voluntary act and deed and signed his signature therein.  
 Witness my signature and seal this 30<sup>th</sup> day of July, 2005.  
 My commission expires 10-18-08 Marion  
 County of Indiana  
 Notary Public: Carolyn C. Thomas  
 Printed Name: Carolyn C. Thomas



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 FIRST FLOOR - 848 SQ. FT.  
 SECOND FLOOR - 708 SQ. FT.  
**OWNER'S CERTIFICATE**  
 This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, and dimensions, and dimensions of the construction set on file.  
 Signed, sealed and attested at Indianapolis, Indiana, this 30<sup>th</sup> day of July, 2005.  
James A. Thomas  
 Registered Professional Engineer  
 License #68063



LIMITED COMMON AREA

**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**FLOOR 2**

**SHEET 10 B**

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 10**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
0301	2.541623%
0302	2.541623%
0303	1.836915%
0304	1.836915%
0305	2.541623%
0306	2.528263%
0401	2.134162%
0402	2.134162%
0403	2.134162%
0404	2.134162%
1801	2.134162%
1802	2.134162%
1803	2.528263%
1804	2.528263%
1805	2.541623%
1806	2.528263%
2001	2.134162%
2002	2.134162%
2003	2.134162%
2004	2.134162%
1901	2.134162%
1902	2.134162%
1903	2.541623%
1904	2.528263%
1905	2.134162%
1906	2.134162%
1401	2.134162%
1402	2.135832%
1403	2.528263%
1404	2.528263%
1301	2.541623%
1302	2.528263%
1303	2.541623%
1304	1.836915%

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 10**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
0201	2.528263%
0202	2.528263%
0203	2.134162%
0204	2.134162%
1101	2.134162%
1102	2.134162%
1103	1.836915%
1104	1.836915%
1105	2.528263%
1106	2.528263%
1001	2.221801%
1002	2.210122%
1003	1.865612%
1004	1.865612%
1005	2.210122%
1106	2.210122%
	100.000000%

EXHIBIT D

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

LEGAL DESCRIPTION

**BUILDING 10**

A part Block "F" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at the Northwest corner of said Block "F"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "F" a distance of 135.59; thence North 87 degrees 52 minutes 24 seconds East a distance of 88.95 feet to the west line of Block "A"; thence next 2 courses being along said west line; (1) North 02 degrees 07 minutes 36 seconds West a distance of 77.19 feet to a tangent curve to the right having a radius of 160.00 feet the radius point of which bears North 87 degrees 52 minutes 24 seconds East; (2) thence northeasterly along said curve an arc distance of 53.51 feet to a point which bears North 72 degrees 57 minutes 52 seconds West from said radius point; thence North 69 degrees 03 minutes 09 seconds West a distance of 73.37 feet to the westerly line of said Block "F"; thence South 20 degrees 56 minutes 51 seconds West along said westerly line a distance of 65.28 feet to the **Point of Beginning**, containing 0.355 acres more or less.





030175508

RECEIVED FOR RECORD

2003 AUG 26 PM 2:52

MARION COUNTY RECORDER

APPROVED THIS 19th DAY OF August 2003

9

PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN J. M. Brady

AMENDMENT NO. Five

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 10

FILED

AUG 26 2003

Re-recorded to correct Ex. B.

This Amendment No. Five ("Amendment") is entered into this 1st day of AUGUST 2003, by PORTRAIT HOMES L.L.C., a limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from

X-ref-2003-0175507

~~Inst # 2003-0195399~~

FOR TRANSFER  
SUBJECT TO TRANSFER  
18613626906

MARTIN A. WOODS

the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.

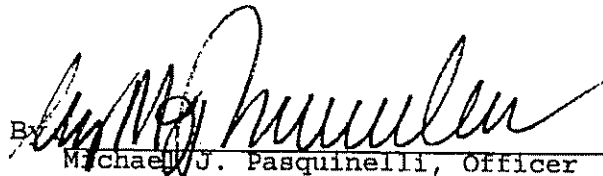
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 1<sup>ST</sup> DAY OF AUGUST, 2003

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By   
Michael J. Pasquini, Officer

STATE OF Illinois) SS:  
COUNTY OF Cook)

Before me, a Notary Public in and for the State of Illinois, personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and  
August, 2003.

Notarial Seal this 5<sup>th</sup> day of

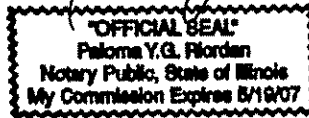
County of Residence:

Cook

My Commission Expires:

5-19-07

Paloma Y.G. Piordan  
Notary Public



This Instrument prepared by: Jeffrey A. Abrams, Attorney at Law,  
2300 One American Square, Indianapolis, IN 46282.

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
8250 Haverstick  
Suite 110  
Indianapolis, IN 46240

MCR

THIS INSTRUMENT PREPARED BY:  
James H. Mahayn  
The Schindler Corporation  
8801 Old Avenue  
Indianapolis, Indiana 46216-7037  
Phone: 317-828-7100

L.C.A. = LIMITED COMMON AREA  
S. & S.E. = SURVIVAL AND OTHER EASEMENT  
I.C. = INTERIOR COMMON EASEMENT  
S.E. = SURVIVAL EASEMENT  
L.L. = BUILDING LINE  
E.C.S. = EASEMENT ADDRESS  
T.T. = TRAPEZOID

### BUILDING 10 IN PART OF BLOCK "Y" OF PARKSIDE AT GEORGETOWN CONDOMINIUM



#### DESCRIPTION OF CONDOMINIUM - PARCELS 10

A part Block "Y" is the Condominium Plat Part of Parkside at Georgetown Condominium (recorded as Instrument # 2000-022279 in the Office of the Recorder, State County Indiana, being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 36 North, Range 3 East, West Township, State County Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Block "Y"; thence South 60 degrees 00' minutes West 45' seconds East (assumed bearing) along the west line of said Block "Y" a distance of 318.00; thence North 67 degrees 00' minutes West 24' seconds East a distance of 28.00 feet to the west line of Block "Y"; thence said 24' seconds being along said west line; (2) North 60 degrees 00' minutes West 24' seconds East a distance of 714.50 feet to a tangent curve to the right having a radius of 288.00 feet the center point of which bears North 67 degrees 00' minutes East 24' seconds being; (3) thence easterly along said curve an arc distance of 24.00 feet to a point which bears North 70 degrees 00' minutes West 24' seconds being; thence South 60 degrees 00' minutes West a distance of 24.00 feet to the westerly line of said Block "Y"; thence South 20 degrees 00' minutes East along said westerly line a distance of 24.00 feet to the Point of Beginning, enclosing 0.350 acre more or less.

#### OWNER'S AFFIDAVIT

This is to certify that the above described property was conveyed by the Schindler Corporation under the direction of an Indiana Registered Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Given my hand and seal of Indianapolis, Indiana this 30th day of JULY, 2002.  
*J. M. Mahayn*  
James H. Mahayn  
Registered Land Surveyor  
(License # 10000)

NAME OF OWNER }  
COUNTY OF OWNER } IN

Subscribed and sworn to before me and for said county and state, personally appeared James H. Mahayn, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and without his legal heirs.

Witness my signature and seal this 30th day of July, 2002.  
My commission expires 06/23/2010 Hancock  
Notary Public: *D. J. Hancock*  
Notary Name: *Dee Anderson*

In Testimony whereof, I, Notary Public, have hereunto set my hand and seal this 5th day of August, 2002.

*Y. G. Flordan*  
Notary Public, State of Indiana  
My Commission Expires 5/18/07

NAME OF IL }  
COUNTY OF IL } IN

Subscribed and sworn to before me and for said county and state, personally appeared Paloma Y.G. Flordan, member of Parkside at Georgetown, L.L.C., an Illinois Limited Liability Company, authorized to do business in Indiana, and acknowledged the execution of this instrument as her free voluntary act and deed and without her legal heirs.

Witness my signature and seal this 5th day of August, 2002.  
My commission expires 5-18-07  
Notary Public: *Y. G. Flordan*  
Notary Name: *Paloma Y.G. Flordan*

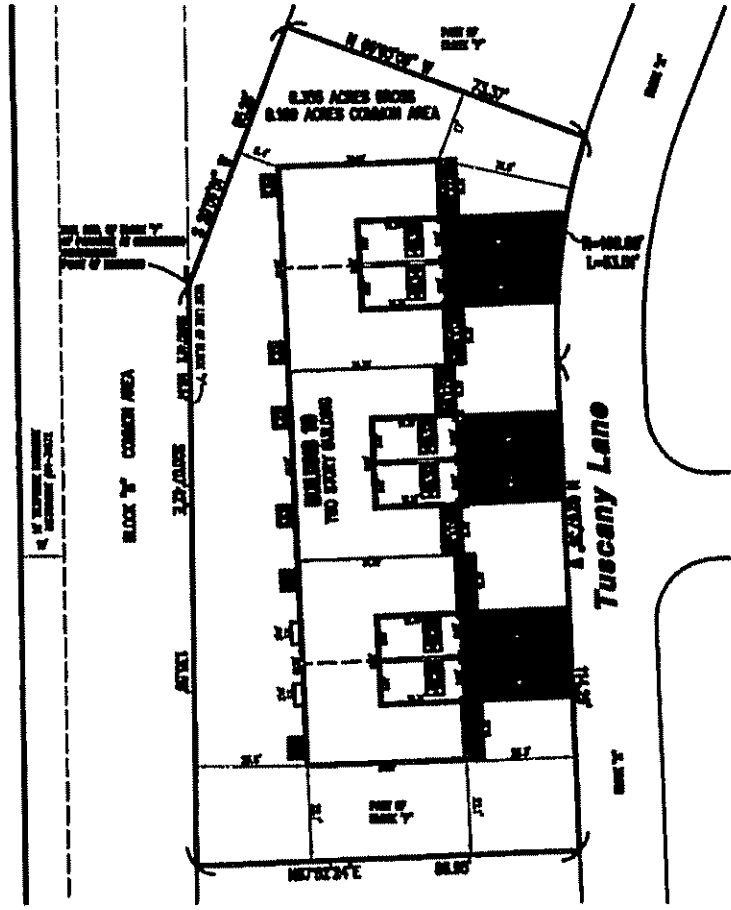
"OFFICIAL SEAL"  
Paloma Y.G. Flordan  
Notary Public, State of Illinois  
My Commission Expires 5/18/07



PARKSIDE AT GEORGETOWN  
CONDOMINIUM

BUILDING 10

SHEET 10 A



THIS INSTRUMENT PREPARED BY:  
James H. Malyon  
Registered Land Surveyor  
Indiana #000913  
The Schneider Corporation  
2601 Old Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-626-7100

**REPLAT OF PART OF BLOCK 'F'  
OF PARKSIDE AT  
GEORGETOWN  
CONDOMINIUM**



A part of Block 'F' of Parkside at Georgetown Condominium as recorded in Instrument #0001-0233978 in the Office of the Recorder of Marion County, Indiana being:

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.00 feet from the Northeast corner of the said half quarter section and thence southeasterly South 0 degrees 14 minutes 24 seconds East, 1,004.14 feet along the East line of said half quarter section to the North line of the right of way of East 47th Street; thence North 70 degrees 14 minutes 24 seconds East, 223.06 feet, along said right of way line to a point on the East right of way line of Georgetown Street; thence southeasterly 208.25 feet along an arc to the left and having a radius of 1,004.08 feet and subtended by a long chord having a bearing of North 4 degrees 36 minutes 36 seconds East and a length of 208.72 feet, along said right of way line; thence North 0 degrees 00 minutes 00 seconds East 1,772.76 feet along said right of way line; thence North 87 degrees 53 minutes 23 seconds East 34.04 feet (doubt) 24.23 feet (assumed) along said East right of way line to a point on the South right of way line of East 42nd Street; thence North 80 degrees 04 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 80 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, enclosing 10,333 square more or less.

**OWNER'S CERTIFICATE**

We do hereby certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given my hand and seal of Indianapolis, Indiana this 30th day of July 2004.

*J. M. Malyon*  
James H. Malyon  
Registered Land Surveyor  
Indiana #000913

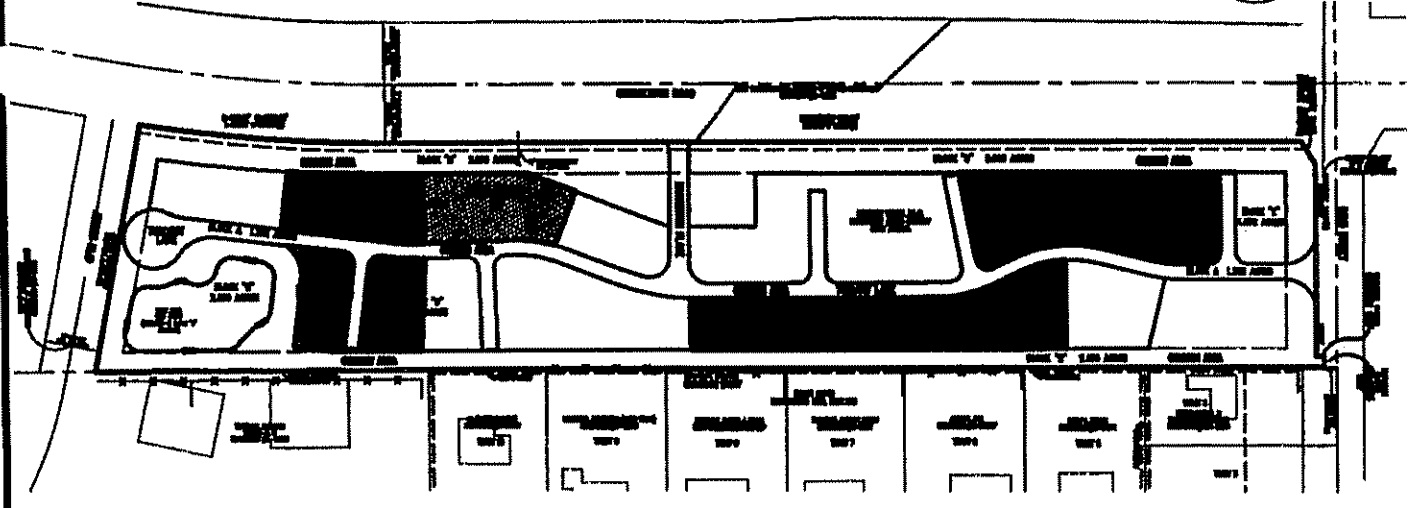
**NAME OF PERSON** }  
**OWNER OF RECORD** }

Before me a notary public in and for said county and state, personally appeared James H. Malyon, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 30th day of July 2004.

My commission expires August 23, 2010 Hancock County of Indiana

Notary Public *Joe Dordick*  
Notary Name *Joe Dordick*



S. & E.E. - SHARED AND BENCH EASEMENT  
V.E. - VENDOR EASEMENT  
E.E. - EASEMENT  
E.L. - EASEMENT  
E.C. - UNIT EASEMENT



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN  
CONDOMINIUM**

RECORD D

SHEET 10

MCR

DWG INSTRUMENT PREPARED BY:  
James M. Murray  
Registered Land Surveyor  
Indiana 082083  
The Schneider Corporation  
8501 Old Justice  
Indianapolis, Indiana 46226-1037  
Phone: 317-828-7100

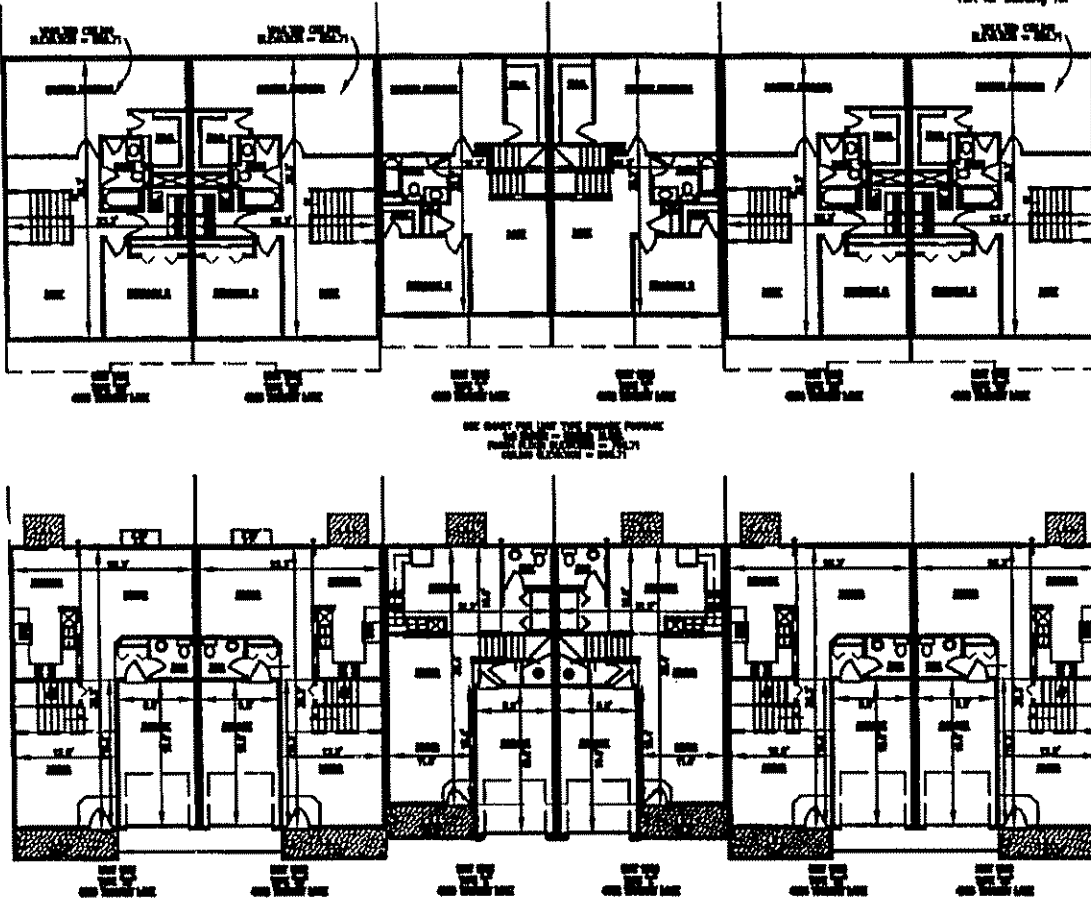
L.C.A. = LIMITED COMMON AREA  
R. & R.E. = RANGE AND BEAR ENDMENT  
L.V. = SURVIVAL SURVEY CORNER  
L.T. = STAIRWELL CORNER  
L.L. = BUILDING LINE  
L.A. = LOT AREA  
L.P. = PERMANENCE

### THE PLANS BUILDING 10 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

**NOTES:**

The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3363, Carmel, IN 46032, for reference only.

Obtain dimensions by the Schneider Corporation as shown on Sheet 10A for Building 10.



UNITS SQUARE FOOTAGE
1001 - 1747 sq. ft.
FIRST FLOOR - 648 sq. ft.
SECOND FLOOR - 648 sq. ft.
TOTAL - 1,296 sq. ft.
BATHS - 107 sq. ft.
CLOSETTED PORCH - 83 sq. ft.
PERFLACE - 39 sq. ft.
POOL UNDER ROOF - 1,128 sq. ft.
1002 - 1747 sq. ft.
FIRST FLOOR - 648 sq. ft.
SECOND FLOOR - 648 sq. ft.
TOTAL - 1,296 sq. ft.
BATHS - 107 sq. ft.
CLOSETTED PORCH - 83 sq. ft.
PERFLACE - 39 sq. ft.
POOL UNDER ROOF - 1,128 sq. ft.
1003 - 1747 sq. ft.
FIRST FLOOR - 648 sq. ft.
SECOND FLOOR - 648 sq. ft.
TOTAL - 1,296 sq. ft.
BATHS - 107 sq. ft.
CLOSETTED PORCH - 83 sq. ft.
PERFLACE - 39 sq. ft.
POOL UNDER ROOF - 1,128 sq. ft.
1004 - 1747 sq. ft.
FIRST FLOOR - 648 sq. ft.
SECOND FLOOR - 648 sq. ft.
TOTAL - 1,296 sq. ft.
BATHS - 107 sq. ft.
CLOSETTED PORCH - 83 sq. ft.
PERFLACE - 39 sq. ft.
POOL UNDER ROOF - 1,128 sq. ft.

STATE OF INDIANA )  
 COUNTY OF MARION )  
 I, James M. Murray, Land Surveyor, do hereby certify that the above is a true and correct copy of the original plans as filed in my office and that the same conform to the provisions of the Act in that behalf so filed and that the same conform to the provisions of the Act in that behalf so filed and that the same conform to the provisions of the Act in that behalf so filed.

Witness my hand and seal this 30th day of July, 2008.

My commission expires 10-18-2014

James M. Murray  
 Land Surveyor

Carolyn C. Thomas  
 Secretary

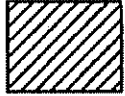
I, James M. Murray, Land Surveyor, do hereby certify that the above is a true and correct copy of the original plans as filed in my office and that the same conform to the provisions of the Act in that behalf so filed and that the same conform to the provisions of the Act in that behalf so filed and that the same conform to the provisions of the Act in that behalf so filed.

Witness my hand and seal this 30th day of July, 2008.

My commission expires 10-18-2014

James M. Murray  
 Land Surveyor

Carolyn C. Thomas  
 Secretary



LIMITED COMMON AREA

PARKSIDE AT GEORGETOWN  
CONDOMINIUM

SHEET 10 B

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 10**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
0301	2.541623%
0302	2.541623%
0303	1.836915%
0304	1.836915%
0305	2.541623%
0306	2.528263%
0401	2.134162%
0402	2.134162%
0403	2.134162%
0404	2.134162%
1801	2.134162%
1802	2.134162%
1803	2.528263%
1804	2.528263%
1805	2.541623%
1806	2.528263%
2001	2.134162%
2002	2.134162%
2003	2.134162%
2004	2.134162%
1901	2.134162%
1902	2.134162%
1903	2.541623%
1904	2.528263%
1905	2.134162%
1906	2.134162%
1401	2.134162%
1402	2.135832%
1403	2.528263%
1404	2.528263%
1301	2.541623%
1302	2.528263%
1303	2.541623%
1304	1.836915%

EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 10

---

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	2.528263%
0202	2.528263%
0203	2.134162%
0204	2.134162%
1101	2.134162%
1102	2.134162%
1103	1.836915%
1104	1.836915%
1105	2.528263%
1106	2.528263%
1001	2.221801%
1002	2.210122%
1003	1.865612%
1004	1.865612%
1005	2.210122%
<del>1106</del> 1006	2.210122%
	100.000000%



030175508

RECEIVED FOR RECORD

EXHIBIT D

2003 AUG 26 PM 2: 52

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

LEGAL DESCRIPTION

**BUILDING 10**

A part Block "F" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at the Northwest corner of said Block "F"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "F" a distance of 135.59; thence North 87 degrees 52 minutes 24 seconds East a distance of 88.95 feet to the west line of Block "A"; thence next 2 courses being along said west line; (1) North 02 degrees 07 minutes 36 seconds West a distance of 77.19 feet to a tangent curve to the right having a radius of 160.00 feet the radius point of which bears North 87 degrees 52 minutes 24 seconds East; (2) thence northeasterly along said curve an arc distance of 53.51 feet to a point which bears North 72 degrees 57 minutes 52 seconds West from said radius point; thence North 69 degrees 03 minutes 09 seconds West a distance of 73.37 feet to the westerly line of said Block "F"; thence South 20 degrees 56 minutes 51 seconds West along said westerly line a distance of 65.28 feet to the **Point of Beginning**, containing 0.355 acres more or less.



MARTHA A. WENIGS  
94095001100  
SUBJECT: [unclear] FOR TRANSFER

APPROVED THIS 13th  
DAY OF October 2003

9

PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN [Signature]

AMENDMENT NO. Six

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 12

This Amendment No. Six ("Amendment") is entered into this 24th day of SEPTEMBER 2003, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from

10/16/03 12:04PM WANDA MARTIN MARION CTY RECORDER JGG 28.00 PAGES: 9  
Inst # 2003-0220750

Xret-2003-0220749

the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.

4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 24th DAY OF SEPTEMBER, 2003

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By:   
Michael J. Pasquonelli, Officer

STATE OF IN) SS:  
COUNTY OF Marion)

Before me, a Notary Public in and for the State of IN, personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and  
September 2003.

Notarial Seal this 24 day of

Jillann R. Lewis  
Notary Public

County of Residence:

Franklin

My Commission Expires:

8/27/2011

JILLANN R. LEWIS  
NOTARY PUBLIC  
STATE OF INDIANA  
MY COMM. EXP. 08/27/2011

This Instrument prepared by: Jeffrey A. Abrams, Attorney at Law,  
2300 One American Square, Indianapolis, IN 46282.

**MARION COUNTY RECORDER:**

Please return this document to:

Portrait Homes

9333 North Meridian

Suite 300

Indianapolis, IN 46260

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 12**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	1.973471%
0302	1.973471%
0303	1.426293%
0304	1.426293%
0305	1.973471%
0306	1.963098%
0401	1.657093%
0402	1.657093%
0403	1.657093%
0404	1.657093%
1801	1.657093%
1802	1.657093%
1803	1.963098%
1804	1.963098%
1805	1.973471%
1806	1.963098%
2001	1.657093%
2002	1.657093%
2003	1.657093%
2004	1.657093%
1901	1.657093%
1902	1.657093%
1903	1.973471%
1904	1.963098%
1905	1.657093%
1906	1.657093%
1401	1.657093%
1402	1.658390%
1403	1.963098%
1404	1.963098%
1301	1.973471%
1302	1.963098%
1303	1.973471%
1304	1.426293%

---

EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 12

---

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.963098%
0202	1.963098%
0203	1.657093%
0204	1.657093%
1101	1.657093%
1102	1.657093%
1103	1.426293%
1104	1.426293%
1105	1.963098%
1106	1.963098%
1001	1.973471%
1002	1.963098%
1003	1.657093%
1004	1.657093%
1005	1.963098%
1006	1.963098%
1201	1.973471%
1202	1.963098%
1203	1.657093%
1204	1.657093%
1205	1.963098%
1206	1.963098%
	100.000000%

---

## PARKSIDE AT GEORGETOWN - BUILDING 12

A part Block "F" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "F"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "F" a distance of 185.64 feet to a curve to the right having a radius of 2024.86 feet the radius point of which bears North 86 degrees 41 minutes 39 seconds West; (1) thence southerly along said curve an arc distance of 121.37 feet to a point which bears South 86 degrees 41 minutes 39 seconds East from said radius point; to the **Point of Beginning**; thence South 83 degrees 13 minutes 18 seconds East a distance of 74.52 feet to the west line of Block "A"; thence next 3 courses being along said west line; (1) South 06 degrees 46 minutes 42 seconds West a distance of 126.03 feet to a tangent curve to the right having a radius of 50.00 feet the radius point of which bears North 83 degrees 13 minutes 18 seconds West; (2) thence southerly along said curve an arc distance of 19.49 feet to a point which bears South 17 degrees 56 minutes 39 seconds West from said radius point, point also being on a reverse curve to the left having a radius of 38.00 feet the radius point of which bears South 60 degrees 53 minutes 24 seconds East; (3) thence Southerly along said curve an arc distance of 25.27 feet to a point which bears South 81 degrees 00 minutes 24 seconds West from said radius point and to the northerly line of Block "B"; thence North 79 degrees 13 minutes 05 seconds West along said northerly line a distance of 66.24 feet to the easterly line of said Block "B", point also being on a non-tangent curve to the left having a radius of 2024.86 feet the radius of which bears North 82 degrees 01 minutes 05 seconds West; thence northerly along said curve and along the east line of said Block "B" an arc distance of 165.25 feet to a point which bears South 86 degrees 41 minutes 39 seconds East from said radius point to the **Point of Beginning**, containing 0.272 acres more or less.

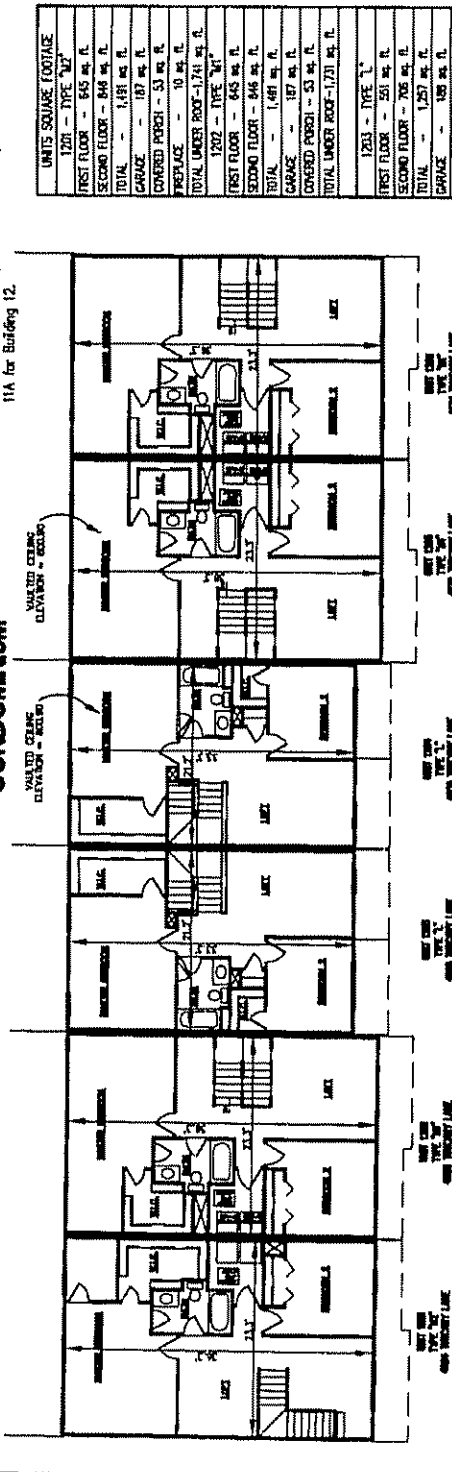




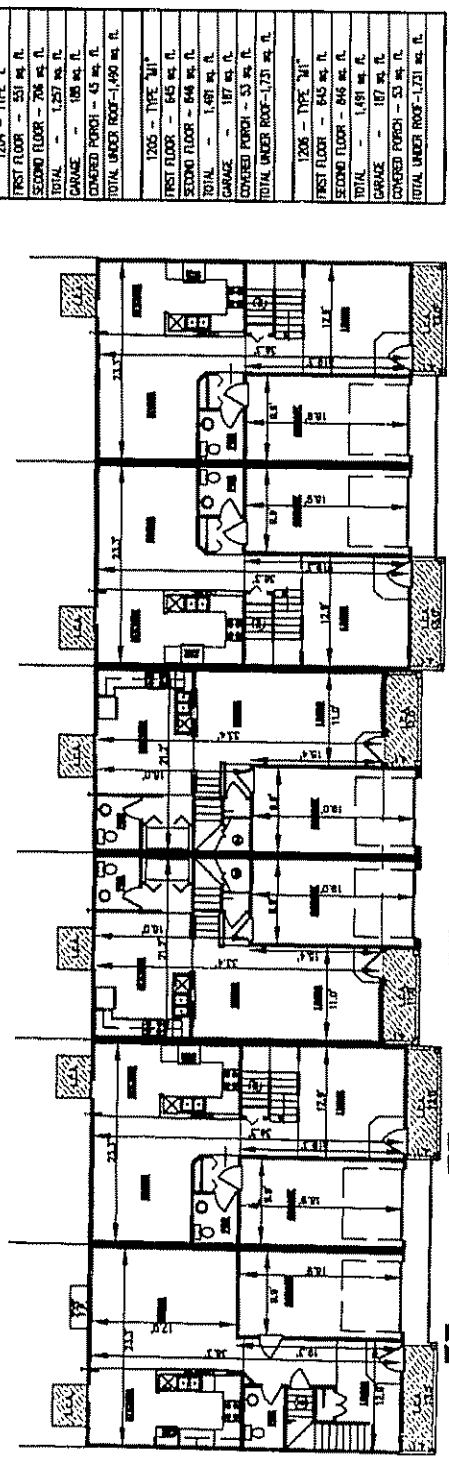
THIS INSTRUMENT PREPARED BY:  
 James M. Mahony  
 Registered Land Surveyor  
 Indiana #880013  
 The Schneider Corporation  
 4890 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-426-7100

# THE PLANS BUILDING 12 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 46082, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 11A for Building 12.

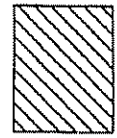


SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 FIRST FLOOR ELEVATION = 764.42  
 GARAGE ELEVATION = 764.79



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - MOULD W.E.L.  
 FINISH FLOOR ELEVATION = 770.27  
 GARAGE ELEVATION = 769.20

UNITS SQUARE FOOTAGE	
1201 - TYPE "M1"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 646 sq. ft.	
TOTAL - 1,291 sq. ft.	
GARAGE - 107 sq. ft.	
COVERED PORCH - 53 sq. ft.	
TOTAL UNDER ROOF - 1,744 sq. ft.	
1202 - TYPE "M1"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 646 sq. ft.	
TOTAL - 1,291 sq. ft.	
GARAGE - 107 sq. ft.	
COVERED PORCH - 53 sq. ft.	
TOTAL UNDER ROOF - 1,721 sq. ft.	
1203 - TYPE "M1"	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,257 sq. ft.	
GARAGE - 108 sq. ft.	
COVERED PORCH - 43 sq. ft.	
TOTAL UNDER ROOF - 1,408 sq. ft.	
1204 - TYPE "M1"	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,257 sq. ft.	
GARAGE - 108 sq. ft.	
COVERED PORCH - 43 sq. ft.	
TOTAL UNDER ROOF - 1,490 sq. ft.	
1205 - TYPE "M1"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 646 sq. ft.	
TOTAL - 1,291 sq. ft.	
GARAGE - 107 sq. ft.	
COVERED PORCH - 53 sq. ft.	
TOTAL UNDER ROOF - 1,721 sq. ft.	
1206 - TYPE "M1"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 646 sq. ft.	
TOTAL - 1,291 sq. ft.	
GARAGE - 107 sq. ft.	
COVERED PORCH - 53 sq. ft.	
TOTAL UNDER ROOF - 1,721 sq. ft.	



**STATE OF INDIANA**  
 COUNTY OF MADISON  
 My commission expires 12-18-2021  
 My commission expires 12-18-2021  
 City of Madison

Signature: *Carole D. Williams*  
 Printed Name: **Carole D. Williams**

**ENGINEER'S CERTIFICATE**  
 I, the undersigned, being a duly Licensed Professional Engineer, hereby certify that the above referenced set of floor plans fully and accurately depicts the layout, location, unit numbers, and dimensions of the condominium units as built.

By: *Carole D. Williams*  
 Registered Professional Engineer  
 License # 890758

15-147-021(01)PARKSVCPLANCSHSHEET11B - 011 - 22 SEP 03

# REPLAT OF PART OF BLOCK 'F' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

THIS INSTRUMENT PREPARED BY:  
James M. Maloy  
Registered Land Surveyor  
Indiana #660013  
The Schneider Corporation  
8901 Old Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100

A part of Block 'F' of Parkside at Georgetown Condominium as recorded in Instrument #1002-0213978 in the Office of the Recorder of Marion County, Indiana being:

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,262.14 feet along the East line of said half quarter section to the North line of the right of way of West 147th Street thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road, thence northerly 309.03 feet along an arc to the left and having a radius of 1,994.06 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 302.72 feet along said right of way line, thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line, thence North 57 degrees 53 minutes 23 seconds East 14.84 feet (dead) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street, thence North 90 degrees 00 minutes 00 seconds East 217.72 feet along said South right of way line, thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line, thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

### SURVEYOR'S CERTIFICATE

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given my hand and seal at Indianapolis, Indiana this 23<sup>rd</sup> day of Sept 2001.

*James M. Maloy*  
James M. Maloy  
Registered Land Surveyor  
Indiana #660013

STATE OF INDIANA }  
COUNTY OF MARION }

Before me a notary public in and for said county and state, personally appeared James M. Maloy, Registered Land Surveyor, and acknowledged the execution of this instrument as his free voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 23<sup>rd</sup> day of Sept 2001.

My commission expires 09-28-10  
Notary Public: *Dale O'Connell*  
County of residence: *Decatur*

Printed Name: *Dale O'Connell*  
Signature

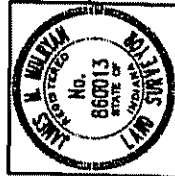
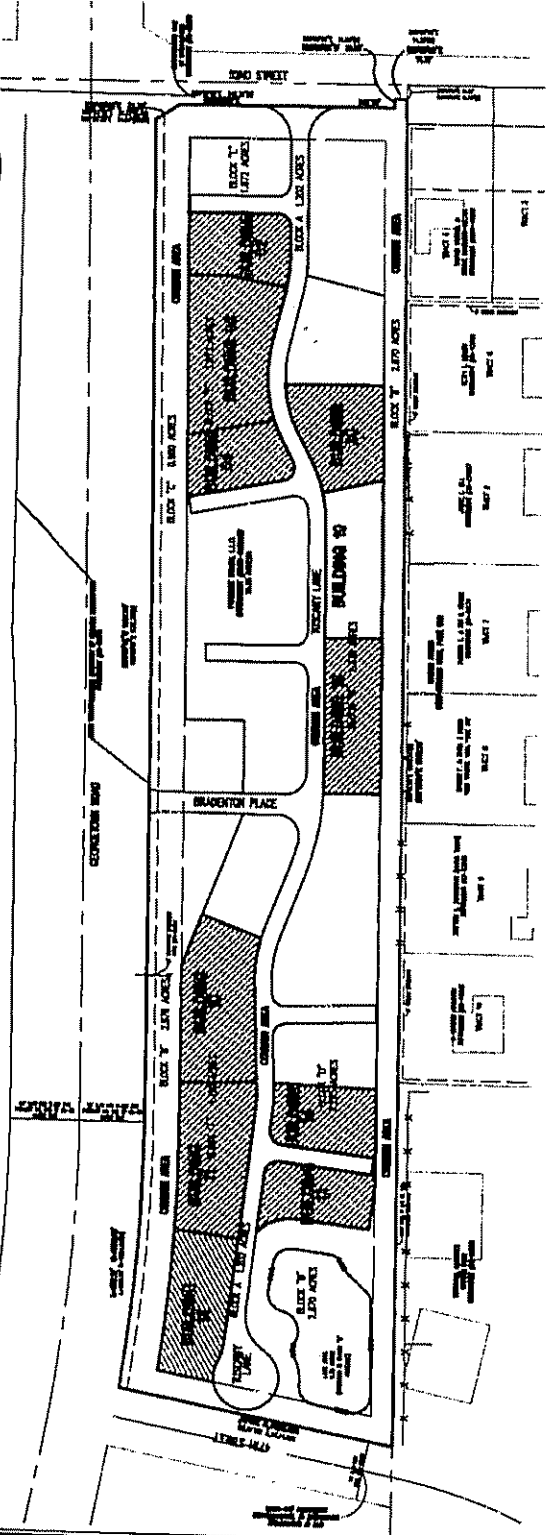
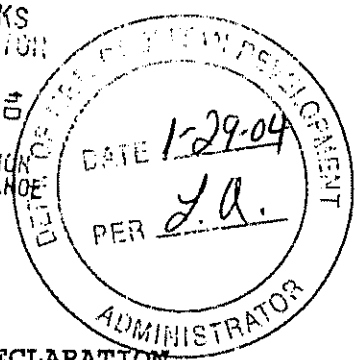


EXHIBIT 'A'  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING 12

D. & S.E. = DRAINAGE AND SEWER EASEMENT  
1/2" = WALKWAY EGRESS EASEMENT  
1/8" = DRAINAGE EASEMENT  
B.L. = BUILDING LINE  
B.Z.P. = UNIT ADDRESS

APPROVED THIS 28th  
DAY OF January 2004  
PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN Tasha M Brady

MARTHA A WOMACKS  
510066 JAN 29 2004  
DELETED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



12

Inst#

2004002604b

AMENDMENT NO. Seven

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 1 & 21

This Amendment No. Seven ("Amendment") is entered into this 7th day of JANUARY 2004, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

- 1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from

the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.

4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 7th DAY OF JANUARY, 2004

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By: 

Michael J. Pasquinelli, Officer

STATE OF IN ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for the State of IN, personally appeared Michael J. Pasquinelli, an Officer of Portrait Homes L.L.C., an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 9<sup>th</sup> day of January, 2004.

County of Residence: Hendricks

My Commission Expires: Aug 27, 2011

This Instrument prepared by: Jeffrey M. Abrams, Attorney at Law,  
2300 One American Square, Indianapolis, IN 46282.



Notary Public

**JILLANN R. LEWIS  
NOTARY PUBLIC  
STATE OF INDIANA**

**MY COMM. EXP. 08/27/2011**

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
9333 North Meridian  
Suite 300  
Indianapolis, IN 46260

THIS INSTRUMENT PREPARED BY:  
**James M. Mabry**  
 Registered Land Surveyor  
 License #880913  
 The Schneider Corporation  
 8901 Old Avenue  
 Indianapolis, Indiana 46218-1037  
 Phone: 317-828-7100

**REPLAT OF PART OF BLOCK 'E'  
 AND PART OF BLOCK 'D' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**



A part of Block "D" and part of Block "E" of Parkside at Georgetown Condominium as recorded in Instrument #2002-0233978 in the Office of the Recorder of Merion County, Indiana being:

A part of the West Half of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 18.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,598.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 70 degrees 14 minutes 24 seconds West 323.49 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 308.03 feet along an arc to the left and having a radius of 1,984.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 08 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.94 feet (read) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 19.07 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

**OWNER'S CERTIFICATE**

This is to certify that the above described property was conveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that this plat herein drawn is a correct representation of said conveyance. All distances are shown in feet and decimal thereof.

Given my hand and seal of Indianapolis, Indiana this 19 day of NOVEMBER 2002.

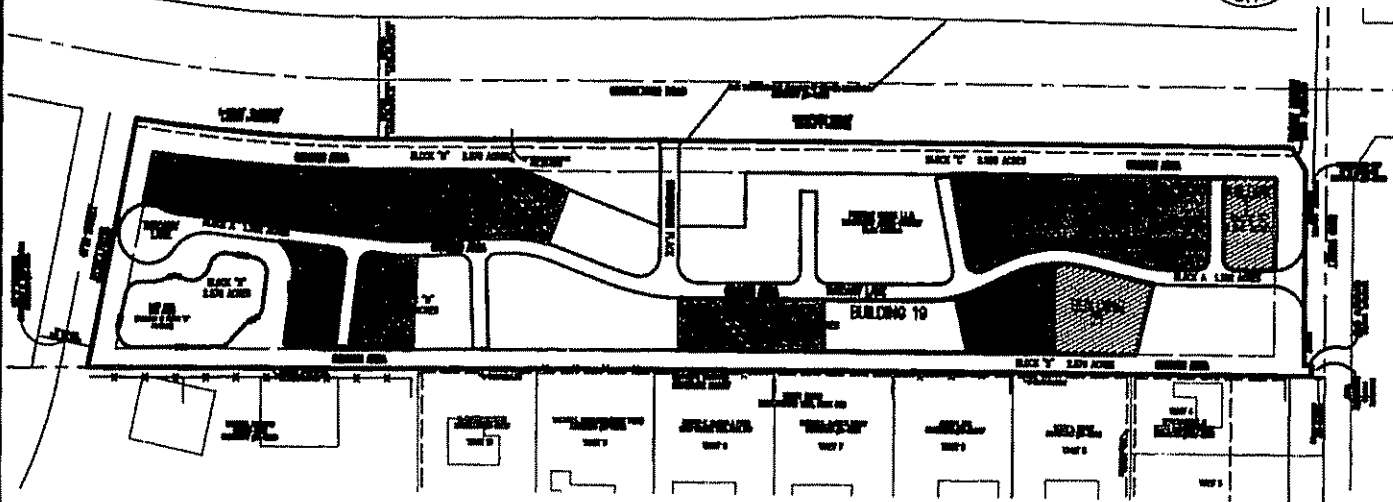
*James M. Mabry*  
 James M. Mabry  
 Registered Land Surveyor  
 License #880913

CITY OF INDIANAPOLIS }  
 COUNTY OF MARION }

Before me a Notary Public in and for said county and state, personally appeared James M. Mabry, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 19 day of NOVEMBER 2002.

My commission expires 1-23-10 Marion  
 Notary Public, County of Marion  
*Angela M. Niese*  
 Angela M. Niese



B. & S.C. = DRAINAGE AND SEWER EXHIBIT  
 L.P. = LANDSCAPE EXHIBIT  
 D.C. = DRAINAGE EXHIBIT  
 S.L. = SURVEY LINE  
 XXXX = UNIT ADDRESS



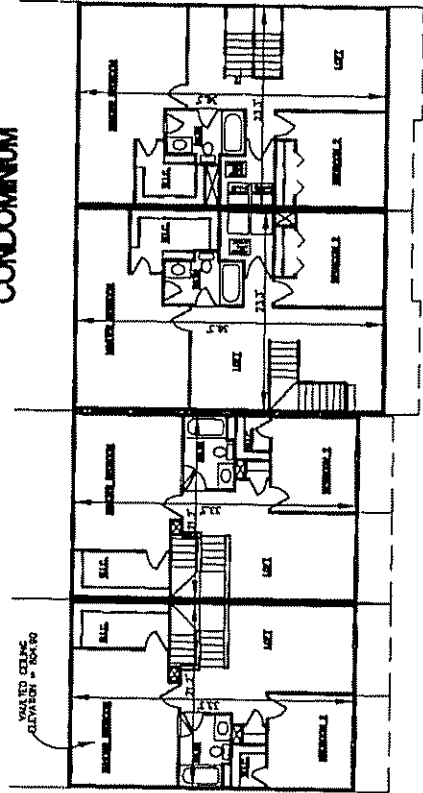
**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**SHEET 12**

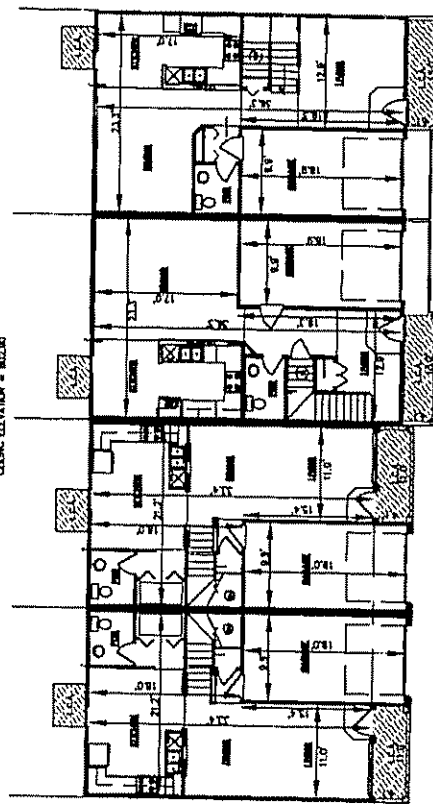
THIS INSTRUMENT PREPARED BY:  
 Dennis H. Mahan  
 Registered Land Surveyor  
 Indiana #68013  
 The Schneider Corporation  
 8501 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRAINAGE AND SEWER ELEVATION  
 F.C. = ADDRESS EXPRESS ELEVATION  
 B.L. = BUILDING LINE  
 S.O.B. = UNIT ADDRESS  
 P.P. = FREELANCE

# THE PLANS BUILDING OF PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR - WALLS BELONG TO ADJACENT UNITS  
 CEILING ELEVATION = 8'0"



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR - WALLS BELONG TO ADJACENT UNITS  
 CEILING ELEVATION = 8'0"

STATE OF INDIANA } SS  
 COUNTY OF MARION }  
 Before me a Notary Public in and for said county and state, personally appeared Dennis A. Mahan, Registered Professional Engineer and acknowledged the execution of this instrument as his free and voluntary act and deed and that he is the owner of the premises described herein.  
 Witness my hand and seal this 14 day of March, 2011.  
 My commission expires 1-23-10  
 Notary Public  
 Printed Name: Angela M. Niessse



ENGINEER'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, unit numbers, and dimensions of the condominium units as well.  
 Given my hand and seal of Indianapolis, Indiana this 19 day of March, 2011.  
 Dennis A. Mahan  
 Registered Professional Engineer  
 License #8907258



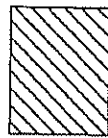
PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 01

SHEET 12 B  
 OF 17 NOV 03

NOTES

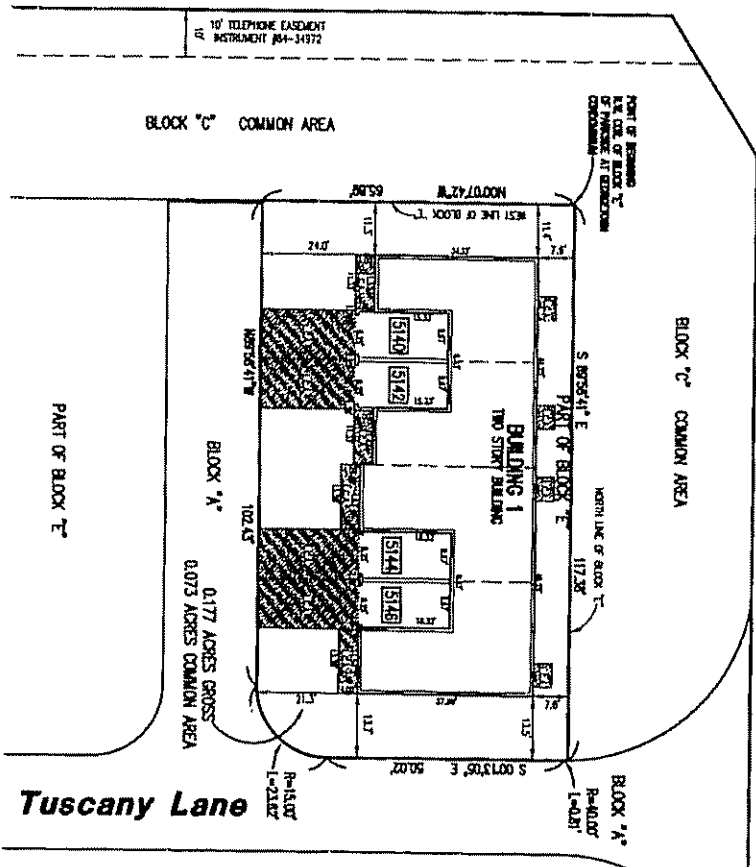
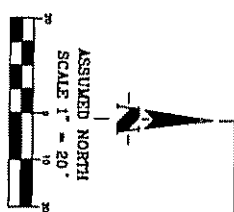
The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel, IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 12A for Building 01.

UNIT	TYPE	SQ. FT.
0101	TYPE "L"	1,257 sq. ft.
FIRST FLOOR	-	551 sq. ft.
SECOND FLOOR	-	706 sq. ft.
TOTAL	-	1,257 sq. ft.
CARAGE	-	185 sq. ft.
COVERED PORCH	-	45 sq. ft.
TOTAL UNDER ROOF	-	1,487 sq. ft.
0102	TYPE "L"	1,257 sq. ft.
FIRST FLOOR	-	551 sq. ft.
SECOND FLOOR	-	706 sq. ft.
TOTAL	-	1,257 sq. ft.
CARAGE	-	185 sq. ft.
COVERED PORCH	-	45 sq. ft.
TOTAL UNDER ROOF	-	1,487 sq. ft.
0103	TYPE "M"	1,491 sq. ft.
FIRST FLOOR	-	645 sq. ft.
SECOND FLOOR	-	846 sq. ft.
TOTAL	-	1,491 sq. ft.
CARAGE	-	187 sq. ft.
COVERED PORCH	-	54 sq. ft.
TOTAL UNDER ROOF	-	1,723 sq. ft.
0104	TYPE "M"	1,491 sq. ft.
FIRST FLOOR	-	645 sq. ft.
SECOND FLOOR	-	846 sq. ft.
TOTAL	-	1,491 sq. ft.
CARAGE	-	187 sq. ft.
COVERED PORCH	-	54 sq. ft.
TOTAL UNDER ROOF	-	1,723 sq. ft.



LIMITED COMMON AREA

THIS INSTRUMENT PREPARED BY:  
 James M. Mahony  
 Registered Land Surveyor  
 Indiana 660013  
 The Schneider Corporation  
 8501 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100



L.C.A. = LIMITED COMMON AREA  
 D.A.E. = DRIVEWAY AND SERVICE EASEMENT  
 W.E. = WALKWAY EGRESS EASEMENT  
 B.L. = BURIED LIQUID EASEMENT  
 B.E.P. = BURIED EGRESS POINT  
 E.P. = EGRESS POINT

**BUILDING 01 IN PART OF BLOCK 'E' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARKSIDE AT GEORGETOWN - BUILDING 01**  
 A part of Block 'E' in the Conditional First Part of Parkside at Georgetown Condominium (registered as instrument 660013) is the office of the Recorder, Marion County, Indiana, being a condominium project in the west half of the Section 7, Township 16 North, Range 3 East, Park Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Block 'E', thence South 89 degrees 56 minutes 41 seconds East (bearing North) along the north line of said Block 'E', a distance of 117.26 feet to a western line of Block 'E', thence North 89 degrees 56 minutes 41 seconds West along said western line of said Block 'E', a point also being on a north-south line to a north-south line of 41.00 feet to the north-south line of which bears South 88 degrees 37 minutes 42 seconds West; (1) thence North 89 degrees 56 minutes 41 seconds East from said north-south line to a point which bears North 89 degrees 46 minutes 55 seconds East from said north-south line; (2) thence South 00 degrees 13 minutes 05 seconds East 50.07 feet to a 1/4 point curve to the right having a radius of 15.00 feet, the radius point of which bears South 89 degrees 46 minutes 55 seconds West; (3) thence north-south, north-south and westerly along said curve on an arc distance of 23.62 feet to a point which bears South 00 degrees 00 minutes 19 seconds West from said radius point; (4) thence North 89 degrees 56 minutes 41 seconds West along the east line of 102.43 feet to the aforementioned west line; thence North 00 degrees 07 minutes 42 seconds West along the east line of said Block 'E' a distance of 63.69 feet to the Point of Beginning, containing 0.177 acres more or less.

**SURVEYOR'S CERTIFICATE**  
 This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of or under the supervision of James M. Mahony, Registered Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal thereof.  
 Given my hand and seal at Indianapolis, Indiana, this 19<sup>th</sup> day of November, 2004.

STATE OF INDIANA }  
 COUNTY OF MARION }  
 I, James M. Mahony,  
 Registered Land Surveyor  
 Indiana 660013

Before me a notary public in and for said county and state, personally appeared James M. Mahony, Registered Land Surveyor, and acknowledged the execution of this instrument, on his/her voluntary act and deed or, signed the separate sheets.  
 Witness my signature and seal this 19<sup>th</sup> day of November, 2004.

By commission expires 12-31-10  
 Notary Public: [Signature]  
 County of residence: Marion

Printed Name: Agata M. Wierc  
 Title: Owner  
 Date: 2004

In Testimony whereof, I have hereunto set my hand and the seal of my office at the place and date above written.  
 My commission expires 08-27-2011  
 Notary Public: Jillann R. Lewis  
 County of residence: Marion

Printed Name: Jillann R. Lewis  
 Title: Notary Public  
 Date: 2004



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 01  
 SHEET 2A

**JILLANN R. LEWIS  
 NOTARY PUBLIC  
 STATE OF INDIANA  
 MY COMM. EXPIRES 08/27/2011**



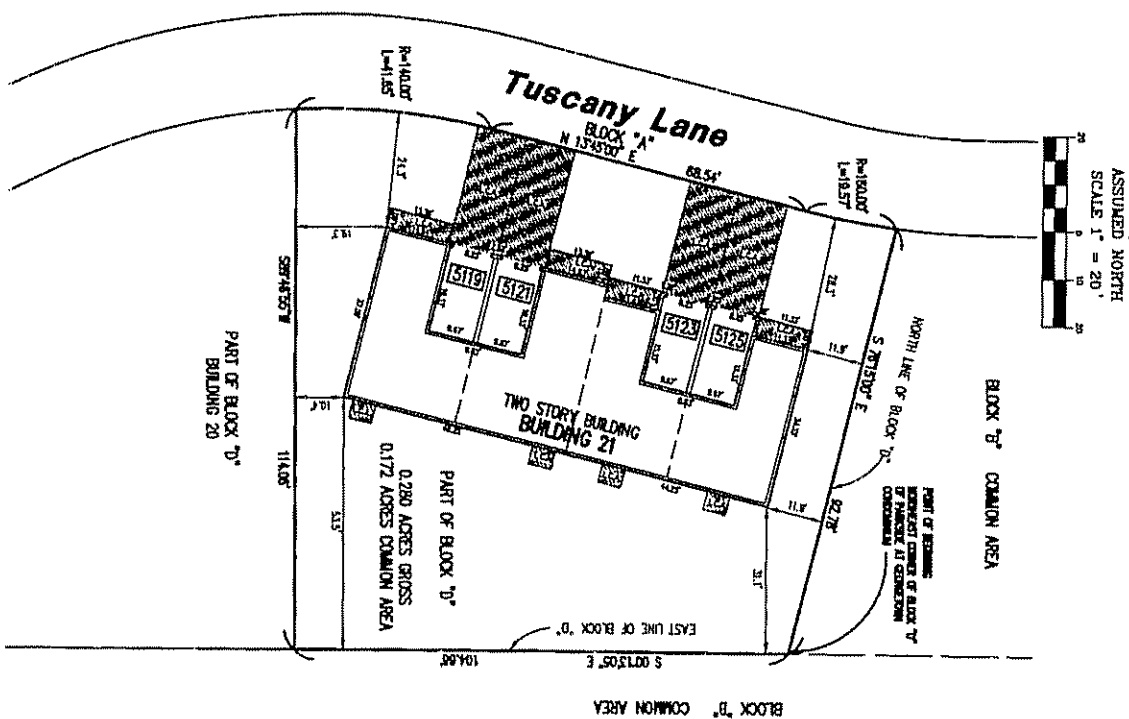
EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
LEGAL DESCRIPTION

**BUILDING 1**

A part of Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at the Northwest corner of said Block "E"; thence South 89 degrees 58 minutes 41 seconds East (assumed Bearing) along the north line of said Block "E" a distance of 117.38 feet to a western line of Block "A"; thence next 4 courses being along said western and southern lines of said Block "A"; point also being on a non-tangent curve to the right having a radius of 40.00 feet the radius point of which bears South 88 degrees 37 minutes 32 seconds West; (1) thence southerly along said curve an arc distance of 0.81 feet to a point which bears North 89 degrees 46 minutes 55 seconds East from said radius point; (2) thence South 00 degrees 13 minutes 05 seconds East 50.02 feet to a tangent curve to the right having a radius of 15.00 feet the radius point of which bears South 89 degrees 46 minutes 55 seconds West; (3) thence southerly, southwesterly and westerly along said curve an arc distance of 23.62 to a point which bears South 00 degrees 01 minutes 19 seconds West from said radius point; (4) thence North 89 degrees 58 minutes 41 seconds West a distance of 102.43 feet to the aforementioned west line; thence North 00 degrees 07 minutes 42 seconds West along the west line of said Block "E" a distance of 65.89 feet to the **Point of Beginning**, containing 0.177 acres more or less.

THIS INSTRUMENT PREPARED BY:  
**James M. Walters**  
 The Schaefer Corporation  
 9301 Dix Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100



**BUILDING 21 IN PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM**

**PARTS OF CONDOMINIUM - BUILDING 21**

A part Block 'D' in the Condominium Part of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0218716 in the Office of the Recorder, Marion County Indiana), being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 19 North, Range 3 East, Plate Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Block 'D'; thence South 00 degrees 11 minutes 05 seconds East (bearing being) a distance of 114.00 feet to the east line of Block 'A'; thence North 80 degrees 46 minutes 58 seconds East a distance of 140.00 feet to the north line of Block 'A'; thence North 86 degrees 42 minutes 14 seconds East a distance of 140.00 feet to the north line of Block 'A'; thence North 00 degrees 00 minutes 00 seconds East a distance of 41.55 feet to a point which bears North 78 degrees 15 minutes 00 seconds West from said north point; (2) thence North 13 degrees 45 minutes 00 seconds East a distance of 88.54 feet to a longit curve to the left having a radius of 160.00 feet; the north point of said curve bears North 78 degrees 15 minutes 00 seconds West; (3) thence northward along said curve an arc distance of 19.37 feet to a point which bears South 83 degrees 15 minutes 27 seconds East from said north point to the north line of said Block 'D'; thence South 02 degrees 00 minutes East along said north line a distance of 92.78 feet to the Point of Beginning, containing 0.280 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schaefer Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Dated at Indianapolis, Indiana this 19th day of November, 2003.

Given my hand and seal of Indianapolis, Indiana this 19th day of November, 2003.

*[Signature]*  
 James M. Walters  
 Registered Land Surveyor  
 Indiana License No. 10003

STATE OF INDIANA )  
 COUNTY OF MARION )

Before me a colony public in and for said county and state, personally appeared James M. Walters, Registered Land Surveyor, and acknowledged the execution of the instrument on his/her voluntary act and deed and offered his signature thereto, which my signature and seal this 19 day of November, 2003.

By commission expires 1-23-10. MA  
 Kelly Public Walters  
 Notary Public  
 My seal here Angela M. Walters

I, Notary Public, James M. Walters, do hereby certify that the foregoing instrument was signed and acknowledged before me on the date and at the place above stated, and that the signatory is the person named in the instrument.

Given under my hand and seal of said county and state this 19 day of November, 2003.

*[Signature]*  
 James M. Walters  
 Notary Public  
 My seal here Angela M. Walters

STATE OF INDIANA )  
 COUNTY OF MARION )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Richard J. Parkside, number of Parkside Homes, L.L.C., an Indiana Limited Liability Company, authorized to execute instruments in Marion County, Indiana, and acknowledged the execution of the instrument on his/her voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 19 day of November, 2003.

By commission expires 8-27-2011. Hickman  
 Kelly Public Hickman  
 Notary Public  
 My seal here Richard J. Parkside

Richard J. Parkside  
 Signature

Richard Home Richard J. Parkside

**JILLANN R. LEWIS**  
 NOTARY PUBLIC  
 STATE OF INDIANA  
 COMM. EXP. 08/27/2011

**PARKSIDE AT GEORGETOWN CONDOMINIUM**

BLDG 21

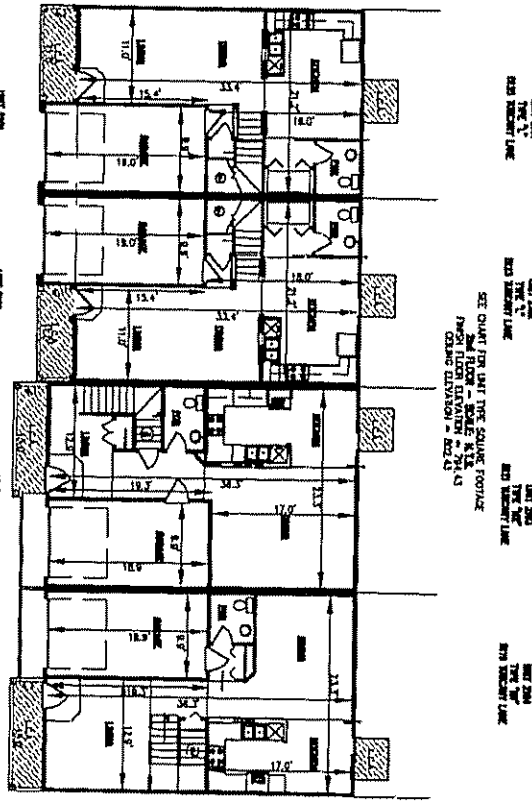
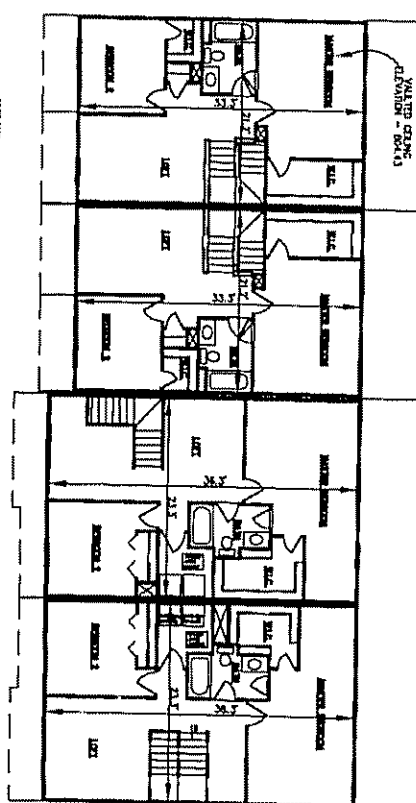
SHEET 3 A

E:\V\1042\1001\DRAWING\CONDOMINIUM - 3A - 17 NOV 03

THIS INSTRUMENT PREPARED BY:  
 James H. Johnson  
 Registered Land Surveyor  
 Indiana License No. 1113  
 The Schneider Corporation  
 4590 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-876-7100

L.C.A. - UNITED COMMON AREA  
 B. & S.C. - GARAGE AND STAIR EXPOSURE  
 P.E. - PROFESSIONAL ENGINEER  
 B.L. - BUILDING LINE  
 P.F. - PROPERTY

# THE PLANS BUILDING 21 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM



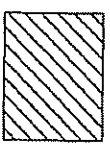
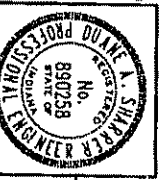
UNIT TYPE	FIRST FLOOR	SECOND FLOOR	TOTAL	COVERED PORCH	TOTAL UNDER ROOF
2101 - TYPE 1	551 sq. ft.	706 sq. ft.	1,257 sq. ft.	188 sq. ft.	1,445 sq. ft.
2102 - TYPE 1	551 sq. ft.	706 sq. ft.	1,257 sq. ft.	188 sq. ft.	1,445 sq. ft.
2103 - TYPE 2	549 sq. ft.	848 sq. ft.	1,397 sq. ft.	187 sq. ft.	1,584 sq. ft.
2104 - TYPE 1	645 sq. ft.	848 sq. ft.	1,493 sq. ft.	187 sq. ft.	1,680 sq. ft.
TOTAL	2,106 sq. ft.	2,768 sq. ft.	4,874 sq. ft.	770 sq. ft.	5,644 sq. ft.

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 1563, Carmel, IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 13A for Building 21.

STATE OF INDIANA }  
 COUNTY OF MADISON }  
 SS  
 Before me a Notary Public in and for said county and state, personally appeared James A. Johnson, Registered Professional Engineer, one who acknowledged the execution of this instrument to his/her voluntary act and that he/she is the author of the same.  
 Witness my signature and seal this 19<sup>th</sup> day of November 2001  
 by commission expires 1-23-10  
 James A. Johnson  
 Registered Professional Engineer  
 County of Madison



ENGINEER'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans, site and structural drawings were prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Indiana.  
 James A. Johnson  
 Registered Professional Engineer  
 License No. 890758



UNITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

BLDG 21 SHEET 13 B  
 11/19/01

EXHIBIT D

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

LEGAL DESCRIPTION

**PARKSIDE AT GEORGETOWN - BUILDING 21**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 104.66 feet; thence South 89 degrees 46 minutes 55 seconds West a distance of 114.06 feet to the east line of Block "A", point also being on a non-tangent curve to the right having a radius of 140.00 feet the radius point of which bears North 86 degrees 42 minutes 14 seconds East; thence next 3 courses being along said east line of Block "A"; (1) thence northerly along said curve an arc distance of 41.65 feet to a point which bears North 76 degrees 15 minutes 00 seconds West from said radius point; (2) thence North 13 degrees 45 minutes 00 seconds East a distance of 68.54 feet to a tangent curve to the left having a radius of 160.00 feet the radius point of which bears North 76 degrees 15 minutes 00 seconds West; (3) thence northerly along said curve an arc distance of 19.57 feet to a point which bears South 83 degrees 15 minutes 27 seconds East from said radius point to the north line of said Block "D"; thence South 76 degrees 15 minutes 00 seconds East along said north line a distance of 92.78 feet to the **Point of Beginning**, containing 0.280 acres more or less.

EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 1, 21

---

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	1.727288%
0302	1.727288%
0303	1.248369%
0304	1.248369%
0305	1.727288%
0306	1.718209%
0401	1.450377%
0402	1.450377%
0403	1.450377%
0404	1.450377%
1801	1.450377%
1802	1.450377%
1803	1.718209%
1804	1.718209%
1805	1.727288%
1806	1.718209%
2001	1.450377%
2002	1.450377%
2003	1.450377%
2004	1.450377%
1901	1.450377%
1902	1.450377%
1903	1.727288%
1904	1.718209%
1905	1.450377%
1906	1.450377%
1401	1.450377%
1402	1.451512%
1403	1.718209%
1404	1.718209%
1301	1.727288%
1302	1.718209%
1303	1.727288%
1304	1.248369%

**EXHIBIT B**  
**TO**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**  
**BUILDING 1, 21**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.718209%
0202	1.718209%
0203	1.450377%
0204	1.450377%
1101	1.450377%
1102	1.450377%
1103	1.248369%
1104	1.248369%
1105	1.718209%
1106	1.718209%
1001	1.727288%
1002	1.718209%
1003	1.450377%
1004	1.450377%
1005	1.718209%
1006	1.718209%
1201	1.727288%
1202	1.718209%
1203	1.450377%
1204	1.450377%
1205	1.718209%
1206	1.718209%
0101	1.426545%
0102	1.426545%
0103	1.692107%
0104	1.692107%
2101	1.426545%
2102	1.426545%
2103	1.692107%
2104	1.692107%
	100.000000%



MARTINA A WOMACKS  
MANAGER OF THE AUDITOR

APPROVED THIS

21<sup>st</sup>

DAY OF April 2005

75491 APR 25 8

PIKE TOWNSHIP ASSESSOR

DEPT OF METROPOLITAN DEVELOPMENT  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

DRAFTSMAN

*[Handwritten signature]*

*[Handwritten circled '6']*

**AMENDMENT NO. EIGHT**

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

**BUILDING NO. 15**

This Amendment No. Eight ("Amendment") is entered into this 12th day of APRIL 2005, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

**WITNESSETH:**

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.
2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.
3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 12th DAY OF APRIL, 2005.

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By: John J. Grampoli  
Printed: John Grampoli  
Officer

STATE OF IN SS:  
COUNTY OF Marion

Before me, a Notary Public in and for the State of IN, personally appeared the above signed, an Officer of Portrait Homes-Noble West, LLC, an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company

Witness my hand and Notarial Seal this 12<sup>th</sup> day of April, 2005.

Jillann R. Lewis  
Notary Public

County of Residence: Hendricks  
My Commission Expires: 8-27-2011

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
9333 North Meridian  
Suite 300  
Indianapolis, IN 46260

**JILLANN R. LEWIS  
NOTARY PUBLIC  
STATE OF INDIANA  
MY COMM. EXP. 08/27/2011**

This Instrument prepared by: Greg A. Bower, Attorney I.D. No. 16368-53,  
Koransky & Bower, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311



THIS INSTRUMENT PREPARED BY:  
 Bryan F. Quinn  
 Registered Land Surveyor  
 Indiana #10012  
 The Schneider Corporation  
 6901 Otis Avenue  
 Indianapolis, Indiana 46216-0117  
 Phone: 317-626-7100

**REPLAT OF PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM**

ASSUMED SHORT-  
 N.T.S.

**SURVEYOR'S CERTIFICATE**  
 I, the undersigned, being duly sworn to, do hereby certify that the above described property was surveyed by me in accordance with the provisions of the Public Land Survey and that the said survey was made in strict accordance with the laws and regulations of the State of Indiana and that the same is correct and true.

Given my hand and seal of said office, at Indianapolis, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

By: Bryan F. Quinn  
 Registered Land Surveyor  
 Indiana #10012

STATE OF INDIANA ) SS  
 COUNTY OF MARION )

Before me a Notary Public in and for the County and State, personally appeared Bryan F. Quinn, Registered Land Surveyor, the undersigned, who being duly sworn, depose and say that the above described property is the property of the State of Indiana and that the same is correct and true.

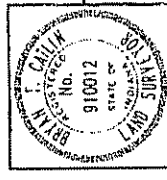
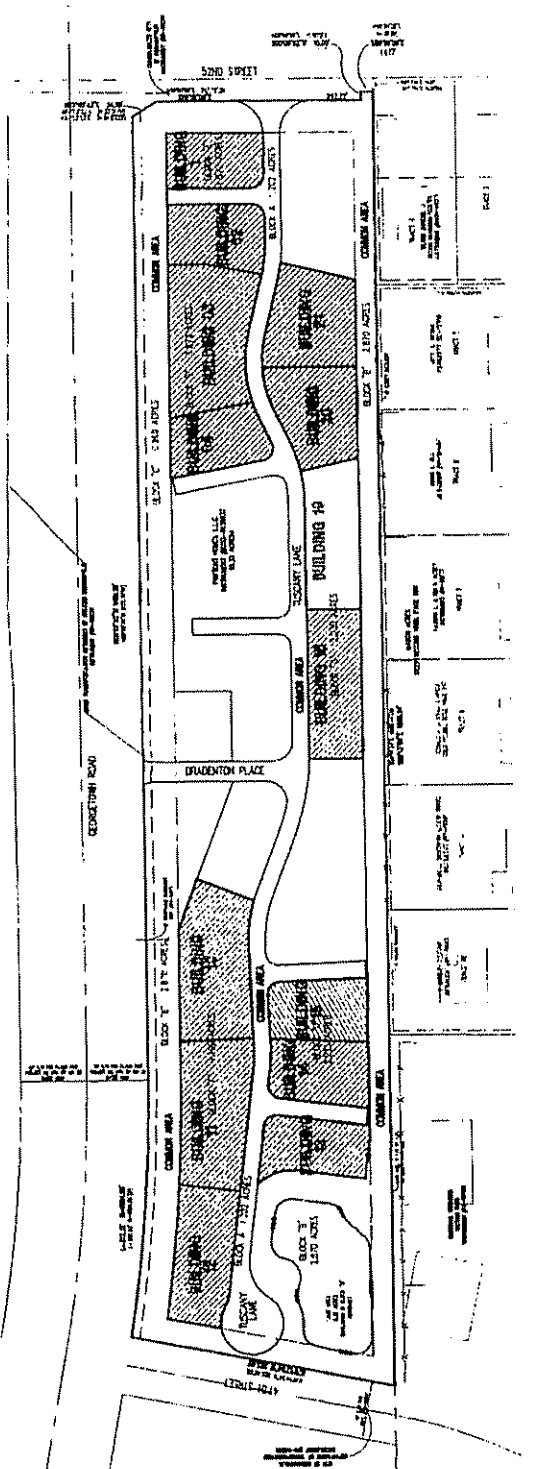


Witness my hand and seal of said office, at Indianapolis, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
 My Commission Expires \_\_\_\_\_  
 Notary Public \_\_\_\_\_  
 Plead Name \_\_\_\_\_

A part of Block 'D' of Parkside at Georgetown Condominium as recorded in Instrument #2024-0231938 in the Office of the Recorder of Marion County, Indiana being:

A part of the West half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Merion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,565.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 123.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 309.03 feet along an arc to the left and having a radius of 1,984.86 feet and subtended by a long chord bearing a bearing of North 4 degrees 18 minutes 18 seconds East and a length of 309.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (assumed) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 02 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.36 feet along said South right of way line to the Point of Beginning; containing 50,333 acres more or less.



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM**  
 BUILDING B

EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
LEGAL DESCRIPTION

**BUILDING 15**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 827.51 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 98.24 feet; thence North 87 degrees 38 minutes 49 seconds West a distance of 119.14 feet to the easterly line of Block "A"; thence next 4 courses being along said easterly and northerly lines; (1) thence North 02 degrees 07 minutes 36 seconds West a distance of 53.88 feet to a curve to the right having a radius of 15.00 feet the radius point of which bears North 87 degrees 52 minutes 24 seconds East; (2) thence northerly, northeasterly and easterly along said curve an arc distance of 23.56 feet to a point which bears North 02 degrees 07 minutes 36 seconds West from said radius point; (3) thence North 87 degrees 52 minutes 24 seconds East a distance of 105.43 feet; (4) thence North 02 degrees 07 minutes 36 seconds West a distance of 20.00 feet; thence North 87 degrees 52 minutes 24 seconds East a distance of 1.61 feet to the **Point of Beginning**, containing 0.202 acres more or less.

**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 15**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
------------------------	---------------------------------------

0301	1.632644%
0302	1.632644%
0303	1.179966%
0304	1.179966%
0305	1.632644%
0306	1.624063%
0401	1.370906%
0402	1.370906%
0403	1.370906%
0404	1.370906%
1801	1.370906%
1802	1.370906%
1803	1.624063%
1804	1.624063%
1805	1.632644%
1806	1.624063%
2001	1.370906%
2002	1.370906%
2003	1.370906%
2004	1.370906%
1901	1.370906%
1902	1.370906%
1903	1.632644%
1904	1.624063%
1905	1.370906%
1906	1.370906%
1401	1.370906%
1402	1.371979%
1403	1.624063%
1404	1.624063%
1301	1.632644%
1302	1.624063%
1303	1.632644%
1304	1.179966%

**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 15**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
------------------------	---------------------------------------

0201	1.624063%
0202	1.624063%
0203	1.370906%
0204	1.370906%
1101	1.370906%
1102	1.370906%
1103	1.179966%
1104	1.179966%
1105	1.624063%
1106	1.624063%
1001	1.632644%
1002	1.624063%
1003	1.370906%
1004	1.370906%
1005	1.624063%
1006	1.624063%
1201	1.632644%
1202	1.624063%
1203	1.370906%
1204	1.370906%
1205	1.624063%
1206	1.624063%
0101	1.348380%
0102	1.348380%
0103	1.599391%
0104	1.599391%
2101	1.348380%
2102	1.348380%
2103	1.599391%
2104	1.599391%
1501	1.599391%
1502	1.599391%
1503	1.140277%
1504	1.140277%
	100.000000%

MARTHA A. WOMACHS  
MARION COUNTY AUDITOR  
598439 SEP 19 8  
SUBJECT TO THE ACCEPTANCE  
FOR TRANSFER

APPROVED THIS 14th  
DAY OF September 2005

9

PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN Sam Brady  
AMENDMENT NO. NINE

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

**BUILDING NO. 5 & NO. 16**

This Amendment No. Nine ("Amendment") is entered into this 22<sup>nd</sup> day of AUGUST 2005, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

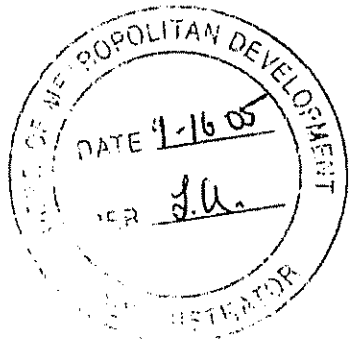
WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.
2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.
3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration

Xref: 2005.0154993



09/19/05 03:28PM WANDA MARTIN MARION CITY RECORDER  
Inst # 2005-0154992  
CAM 24.00 PAGES: 8

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 22nd DAY OF AUGUST, 2005.

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By: [Signature]  
Printed: JOHN F. GIAMPOLI  
Officer

STATE OF IN ) SS:  
COUNTY OF MAHON

Before me, a Notary Public in and for the State of IN, personally appeared the above signed, an Officer of Portrait Homes ~~Noble West~~ Paradise at Georgetown LLC, an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 22nd day of August, 2004 2005.

[Signature]  
Notary Public

County of Residence: Hendricks  
My Commission Expires: 8.27.2011

**MARION COUNTY RECORDER:**

Please return this document to:

Portrait Homes  
9333 North Meridian  
Suite 300  
Indianapolis, IN 46260

This Instrument prepared by: Greg A. Bouwer, Attorney I.D. No. 16368-53,  
Koransky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

THIS INSTRUMENT PREPARED BY:  
 Bryan F. Gable  
 The Schneider Corporation  
 2001 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

# EXHIBIT "A"

## BUILDING 05 IN PART OF BLOCK "E" OF PARKSIDE AT GEORGETOWN CONDOMINIUM



PARKSIDE AT GEORGETOWN - BUILDING 05

A part Block "E" is the Conditioned Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233879 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pitt Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the northeast corner of said Block "E"; thence South 00 degrees 07 minutes 02 seconds East (assumed bearing) along the west line of said Block "E" a distance of 412.02 to the Point of Beginning being the southeast corner of the plat of Building 04 as recorded as Instrument # 2002-0233879 in said Recorder's Office; thence North 79 degrees 21 minutes 16 seconds East along the south line of said Building 04 a distance of 1.97 feet to a northeastern corner of Block "A" of said Conditioned Final Plat as recorded as Instrument # 2002-0233879; thence the next 5 courses being along the western, southern and eastern lines of said Block "A" 1) South 16 degrees 38 minutes 44 seconds East a distance of 28.36 feet; 2) North 79 degrees 21 minutes 16 seconds East a distance of 198.47 feet; to a point on a tangent curve having a radius of 13.00 feet, the radius point of which bears South 10 degrees 30 minutes 44 seconds East; 3) southwesterly along said curve an arc distance of 24.16 feet to a point which bears North 82 degrees 02 minutes 30 seconds East from said radius point; to the center of a curve having a radius of 140.82 feet, the radius point of which bears South 82 degrees 02 minutes 30 seconds West; 4) westerly along said curve an arc distance of 17.04 feet to a point which bears North 88 degrees 41 minutes 02 seconds East from said radius point; 5) South 00 degrees 18 minutes 55 seconds East a distance of 26.16 feet; thence North 84 degrees 21 minutes 11 seconds West a distance of 141.58 feet to the east line of Block "E" of said Conditioned Final Plat; thence North 82 degrees 07 minutes 02 seconds West along said east line a distance of 98.82 feet to the Point of Beginning, containing 0.268 acres, more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Given my hand and seal at Indianapolis, Indiana this \_\_\_\_\_ day of July, 2002.

By \_\_\_\_\_  
 Bryan F. Gable  
 Registered Land Surveyor  
 Indiana #10022

STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me a notary public in and for said county and state, personally appeared Bryan F. Gable, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

My commission expires \_\_\_\_\_ County of residence \_\_\_\_\_

Notary Public \_\_\_\_\_

Printed Name \_\_\_\_\_

In Testimony whereof, witness the signatures of Owner and Deedee this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Deedee:  
 Parkville Homes, L.L.C., as Single Limited Liability Company, authorized to do business in Indiana

By \_\_\_\_\_  
 (Witness & Purchaser) Title (Owner)

STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Witness & Purchaser, member of Parkville Homes, L.L.C., as Single Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

My commission expires \_\_\_\_\_ County of residence \_\_\_\_\_

Notary Public \_\_\_\_\_

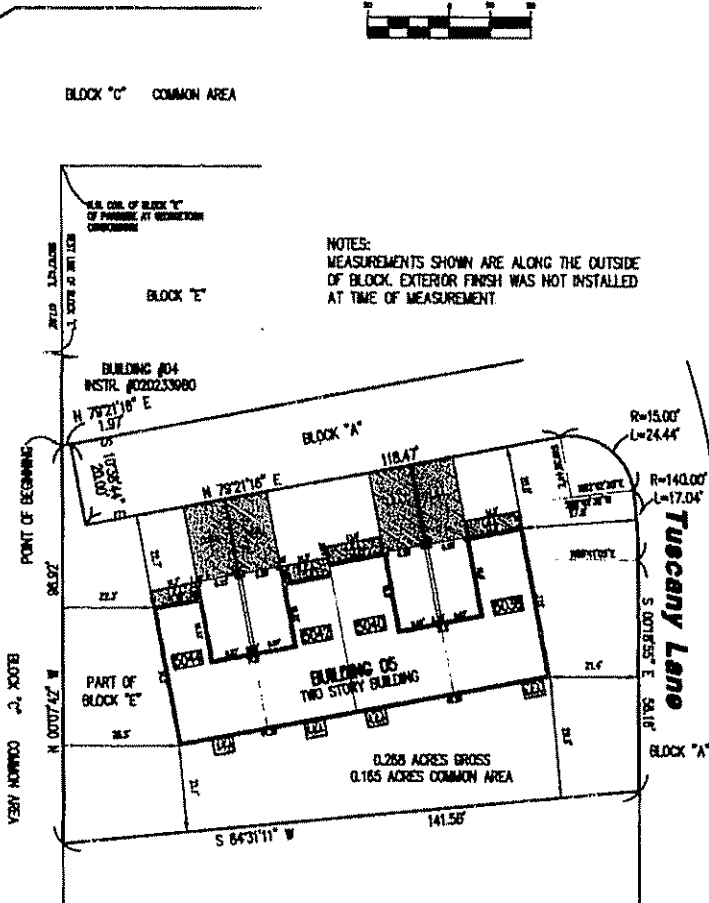
Printed Name \_\_\_\_\_



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

BUILDING 05

SHEET 15 A



L.C.A. = LIMITED COMMON AREA  
 D.E. = DRAINAGE AND SEWER EASEMENT  
 L.E. = LEASING EASEMENT  
 S.E. = SEWER EASEMENT  
 B.L. = BUILDING LINE  
 B.C. = UNIT ACRES  
 F.P. = FIREPLACE

THIS INSTRUMENT PREPARED BY:  
 Bryan F. Cottle  
 Registered Land Surveyor  
 Indiana #910012  
 The Schneider Corporation  
 6601 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DOWNSIDE AND SEWER EASEMENT  
 L.V.C. = BURDEN EASEMENT  
 S.E. = DRAINAGE EASEMENT  
 R.L. = ROLLING LINE  
 S.E.E. = UNIT EASEMENT  
 F.P. = FIREPLACE

# EXHIBIT "A"

## BUILDING 16 IN PART OF BLOCK "D" OF PARKSIDE AT GEORGETOWN CONDOMINIUM

PARKSIDE AT GEORGETOWN - BUILDING 16

A part Block "D" in the Conditioned First Plat of Parkside at Georgetown Condominium (recorded as instrument # 2005-0313679 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Plus Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "D"; thence South 02 degrees 13 minutes 05 seconds East (assumed bearing) along the east line of said Block "D" a distance of 736.98 to the Point of Beginning; thence continuing South 02 degrees 13 minutes 05 seconds East along said east line a distance of 70.25 feet to the northeast corner of the plot of Building 15 as recorded in instrument 2005-0062964 in said Recorder's Office; thence the said 4 courses being along the westerly and easterly lines of said Block "A" and Conditioned First Plat the first course also being along the north line of said Building 15; 1) South 87 degrees 02 minutes 24 seconds West a distance of 307.25 feet; to a point on a tangent curve having a radius of 15.00 feet, the radius point of which bears North 02 degrees 07 minutes 36 seconds West; 2) northerly along said curve an arc distance of 21.20 feet to a point which bears South 87 degrees 52 minutes 24 seconds West from said radius point; 3) North 02 degrees 07 minutes 36 seconds West a distance of 12.10 feet; to a point on a tangent curve having a radius of 140.00 feet, the radius point of which bears North 87 degrees 02 minutes 24 seconds East; 4) northerly along said curve an arc distance of 28.38 feet to a point which bears North 89 degrees 03 minutes 03 seconds West from said radius point; thence South 84 degrees 33 minutes 33 seconds East a distance of 77.90 feet; thence North 89 degrees 04 minutes 35 seconds East a distance of 33.90 feet to the Point of Beginning, containing 0.288 acres more or less.

### SURVEYOR'S CERTIFICATE

We do hereby certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given my hand and seal at Indianapolis, Indiana this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

By: \_\_\_\_\_  
 Bryan F. Cottle  
 Registered Land Surveyor  
 Indiana #910012

STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me a notary public in and for said county and state, personally appeared Bryan F. Cottle, Registered Land Surveyor, and acknowledged the execution of this instrument as his/their voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

My commission expires \_\_\_\_\_ County of residence \_\_\_\_\_

Notary Public \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



In Testimony whereof, witness the signatures of Owner and Declarant, this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

Owner:  
 Parkside Homes, L.L.C., an Illinois Limited Liability Company, authorized to do business in Indiana

By: \_\_\_\_\_  
 (Michael J. Pappalardo) Title (Office)

STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ } SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Pappalardo, member of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his/their voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

My commission expires \_\_\_\_\_ County of residence \_\_\_\_\_

Notary Public \_\_\_\_\_ Signature \_\_\_\_\_

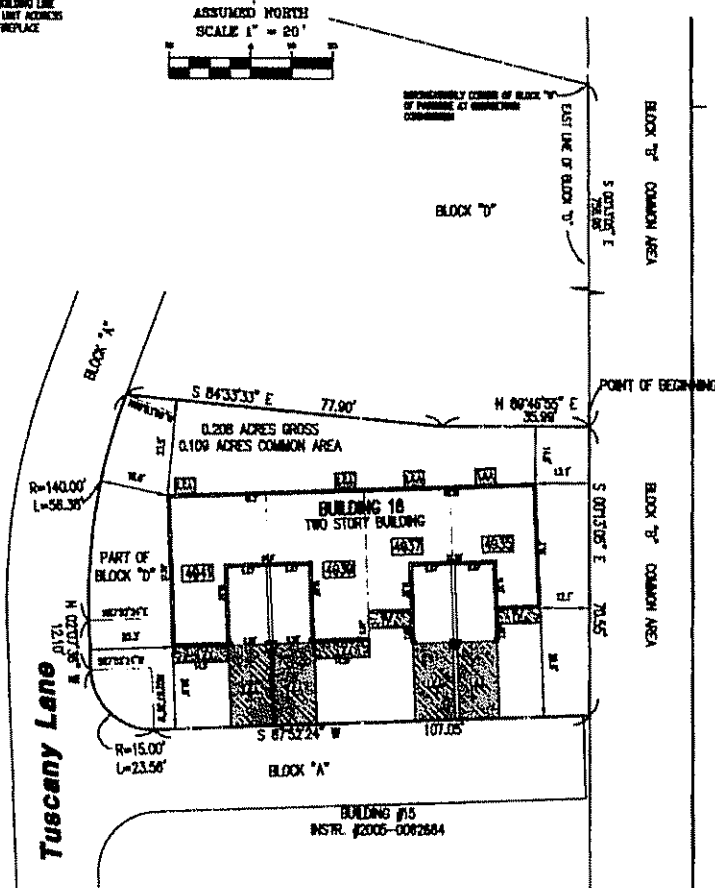
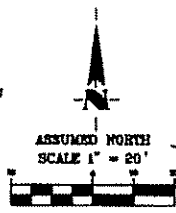
Printed Name \_\_\_\_\_



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

BUILDING 16

SHEET 10 A



NOTES:  
 MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
 OF BLOCK. EXTERIOR FINISH WAS NOT INSTALLED  
 AT TIME OF MEASUREMENT.



**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

**BUILDING 5 & 16**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	1.465900%
0302	1.465900%
0303	1.059455%
0304	1.059455%
0305	1.465900%
0306	1.458195%
0401	1.230894%
0402	1.230894%
0403	1.230894%
0404	1.230894%
1801	1.230894%
1802	1.230894%
1803	1.458195%
1804	1.458195%
1805	1.465900%
1806	1.458195%
2001	1.230894%
2002	1.230894%
2003	1.230894%
2004	1.230894%
1901	1.230894%
1902	1.230894%
1903	1.465900%
1904	1.458195%
1905	1.230894%
1906	1.230894%
1401	1.230894%
1402	1.231857%
1403	1.458195%
1404	1.458195%
1301	1.465900%
1302	1.458195%
1303	1.465900%
1304	1.059455%

**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 5 & 16**

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**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.458195%
0202	1.458195%
0203	1.230894%
0204	1.230894%
1101	1.230894%
1102	1.230894%
1103	1.059455%
1104	1.059455%
1105	1.458195%
1106	1.458195%
1001	1.465900%
1002	1.458195%
1003	1.230894%
1004	1.230894%
1005	1.458195%
1006	1.458195%
1201	1.465900%
1202	1.458195%
1203	1.230894%
1204	1.230894%
1205	1.458195%
1206	1.458195%
0101	1.210668%
0102	1.210668%
0103	1.436043%
0104	1.436043%
2101	1.210668%
2102	1.210668%
2103	1.436043%
2104	1.436043%
1501	1.436043%
1502	1.436043%
1503	1.023818%
1504	1.023818%
501	1.436043%
502	1.436043%
503	1.210668%
504	1.210668%
1601	1.436043%
1602	1.436043%
1603	1.023818%
1604	1.023818%
	100 000000%

## EXHIBIT "D"

### PARKSIDE AT GEORGETOWN - BUILDING 05

A part Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 417.02 to the **Point of Beginning** to the southwest corner of Building 04 as recorded in Instrument #020233980 in said Recorder's Office; thence North 79 degrees 21 minutes 16 seconds East along the south line of said Building 04 a distance of 1.97 feet to a northwestern corner of Block "A" of said Conditional Final Plat as recorded in Instrument #2002-0233978; thence the next 5 courses being along the western southern and eastern lines of said Block "A" 1) South 10 degrees 38 minutes 44 seconds East a distance of 20.00 feet; 2) North 79 degrees 21 minutes 16 seconds East a distance of 118.47 feet; to a point on a tangent curve having a radius of 15.00 feet, the radius point of which bears South 10 degrees 38 minutes 44 seconds East; 3) southeasterly along said curve an arc distance of 24.44 feet to a point which bears North 82 degrees 42 minutes 30 seconds East from said radius point; to a point of compound curve having a radius of 140.00 feet, the radius point of which bears South 82 degrees 42 minutes 32 seconds West; 4) southerly along said curve an arc distance of 17.04 feet to a point which bears North 89 degrees 41 minutes 05 seconds East from said radius point; 5) South 00 degrees 18 minutes 55 seconds East a distance of 56.16 feet; thence South 84 degrees 31 minutes 11 seconds West a distance of 141.58 feet to the east line of Block "C" of said Conditional Final Plat; thence North 00 degrees 07 minutes 42 seconds West along said east line a distance of 96.92 feet to the **Point of Beginning**, containing 0.268 acres, more or less.

## **PARKSIDE AT GEORGETOWN - BUILDING 16**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 756.96 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 70.55 feet to the northeast corner of Building 15 as recorded in Instrument 2005-0062664 in said Recorder's Office Block "A" thence the next 4 courses being along the northerly and easterly lines of said Block "A" said Conditional Final Plat the first course also being along the north line of said Building 15; 1) South 87 degrees 52 minutes 24 seconds West a distance of 107.05 feet; to a point on a tangent curve having a radius of 15.00 feet, the radius point of which bears North 02 degrees 07 minutes 36 seconds West; 2) northwesterly along said curve an arc distance of 23.56 feet to a point which bears South 87 degrees 52 minutes 24 seconds West from said radius point; 3) North 02 degrees 07 minutes 36 seconds West a distance of 12.10 feet; to a point on a tangent curve having a radius of 140.00 feet, the radius point of which bears North 87 degrees 52 minutes 24 seconds East; 4) northerly along said curve an arc distance of 56.38 feet to a point which bears North 69 degrees 03 minutes 09 seconds West from said radius point; thence South 84 degrees 33 minutes 33 seconds East a distance of 77.90 feet; thence North 89 degrees 46 minutes 55 seconds East a distance of 35.99 feet to the **Point of Beginning**, containing 0.208 acres more or less.

MARTHA A. WOHACKS  
MARION COUNTY AUDITOR

603859 OCT 25 05

DUE TO THE NATURE OF THE TRANSACTION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

RECORDED THIS 20th  
DAY OF October 2005  
PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN [Signature]

AMENDMENT NO. TEN

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 6

This Amendment No. Ten ("Amendment") is entered into this 10<sup>th</sup> day of October 2005, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

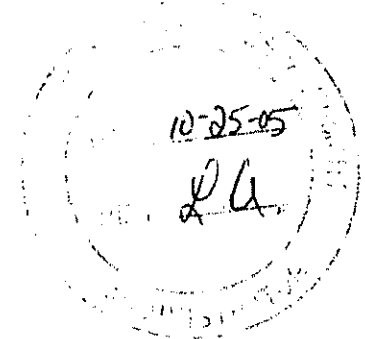
WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.
2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.
3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

Xref: 2005-175595



10/25/05 10:06AM MARION COUNTY RECORDER  
Inst # 2005-0175594  
PLN 22.00 PAGES: 6

- 5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms
- 6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 10<sup>th</sup> day of October, 2005.

PORTRAIT HOMES L.L.C.,  
 An Illinois limited liability company  
 By *[Signature]*  
 Printed: **Michael J. Pasquinelli**  
 Officer

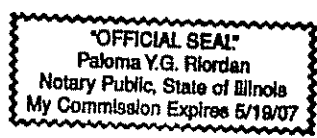
STATE OF Illinois SS:  
 COUNTY OF Cook

Before me, a Notary Public in and for the State of Illinois personally appeared the above signed, an Officer of Portrait Homes-Noble West, LLC, an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 11<sup>th</sup> day of October, 2005

*[Signature]*  
 Notary Public

County of Residence: Cook  
 My Commission Expires: 3-19-07  
**MARION COUNTY RECORDER:**  
 Please return this document to:  
 Portrait Homes  
 9333 North Meridian  
 Suite 300  
 Indianapolis, IN 46260



This Instrument prepared by: Greg A. Bower, Attorney I.D. No. 16368-53,  
 Koransky & Bower, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

THIS INSTRUMENT PREPARED BY:  
**John F. Cash**  
 The Schneider Corporation  
 8501 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-826-7100

**EXHIBIT "A"**  
**BUILDING 06 IN PART OF BLOCK "E"**  
**OF PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

**PARKSIDE AT GEORGETOWN - BUILDING 06**

A part of Block "E" in the Conditional Plat of Parkside at Georgetown Condominiums (recorded as Instrument # 2007-021976 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 18 North, Range 3 East, T18N, R3E, M78S, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (containing Building 05) along the west line of said Block "E" a distance of 93.94 to the Point of Beginning to the southwest corner of Block 05 as recorded in Instrument # 2008-13984; thence East 90 degrees 00 minutes 00 seconds to the southeast corner of Block 05 as recorded in Instrument # 2008-13984; thence East 00 degrees 00 minutes 00 seconds to the east line of Block "E"; thence North 90 degrees 00 minutes 00 seconds West 72.75 feet to the west line of Block "X"; thence South 00 degrees 00 minutes 00 seconds East a distance of 22.75 feet to a point on a tangent curve having a radius of 13.00 feet, the radius point of which bears South 88 degrees 47 minutes 05 seconds East 100.00 feet to the center of the curve; thence along said curve an arc distance of 23.59 feet to a point which bears South 100 degrees 00 minutes 00 seconds East 35.00 feet to the center of the curve; thence North 00 degrees 00 minutes 00 seconds West 23.59 feet to the west line of Block "E"; thence South 00 degrees 00 minutes 00 seconds West a distance of 23.59 feet to the west line of Block "E"; thence South 00 degrees 00 minutes 00 seconds West a distance of 93.94 feet to the west line of Block "E"; thence North 00 degrees 07 minutes 42 seconds West along the west line of Block "E" a distance of 93.94 feet to the Point of Beginning, containing 0.350 acres, more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

GIVEN MY HAND AND SEAL AT INDIANAPOLIS, Indiana this 6th day of October, 2008.

By: *John F. Cash*  
 John F. Cash  
 Registered Land Surveyor  
 Indiana #10212

STATE OF INDIANA ) SS  
 COUNTY OF MARION )

Before me, a notary public in and for said county and state, personally appeared John F. Cash, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered the signature thereto.

Witness my signature and seal this 6th day of October, 2008.

My commission expires 1-23-10  
*Angela M. Airinc*  
 Angela M. Airinc  
 Notary Public  
 Marion County, Indiana

Printed Name: Angela M. Airinc

In testimony whereof, I have subscribed my signature and the date hereof this 6th day of October, 2008.

Owner:  
 Parkside Homes, L.L.C., an Illinois Limited Liability Company, authorized to do business in Indiana

By: *(John J. Gosport)* John J. Gosport (Not-Principal)  
 STATE OF INDIANA ) SS  
 COUNTY OF MARION )

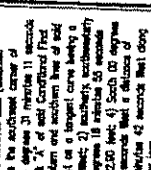
Before me, the undersigned, a notary public in and for said county and state, personally appeared John J. Gosport, Vice President of Parkside Homes, L.L.C., an Illinois Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered the signature thereto.

Witness my signature and seal this 6th day of October, 2008.

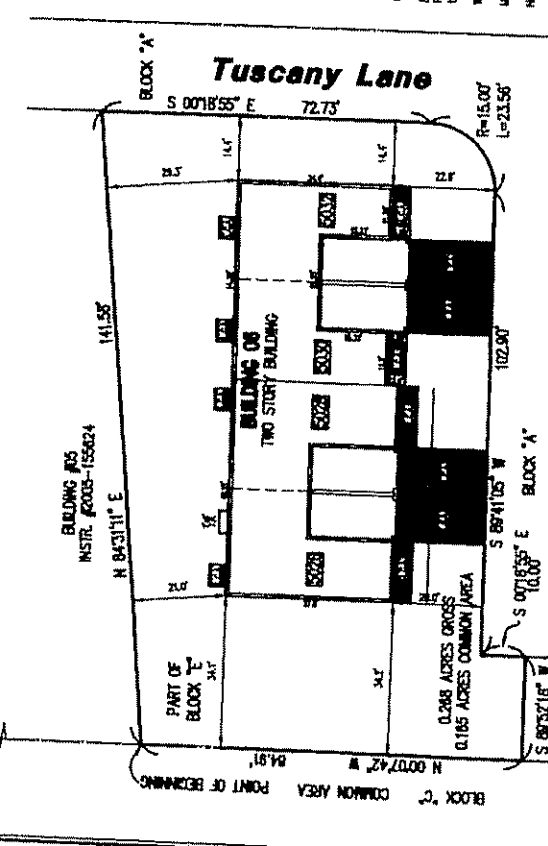
My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Notary Public: \_\_\_\_\_ County of residence \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature \_\_\_\_\_



**NOTES:**  
 MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
 OF BLOCK. EXTERIOR FINISH WAS NOT INSTALLED  
 AT TIME OF MEASUREMENT.



L.L.C. = LIMITED COMMON AREA  
 D.R. SE = DRAINAGE AND OTHER EASEMENT  
 U.P. = UTILITY EGRESS EASEMENT  
 BL = BUILDING LINE EASEMENT  
 E.A. = EGRESS AREA  
 U.A. = UNIT ADDRESS  
 P.F. = FIREPLACE

JOHN F. CASH  
 REGISTERED LAND SURVEYOR  
 INDIANA #10212

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 06

SHEET 7 A

RV 16221001/010MS/PLANS/ISSUING - JF - 07 OCT 08

EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 6

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PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
----------------	------------------------------

0301	1.392205%
0302	1.392205%
0303	1.006193%
0304	1.006193%
0305	1.392205%
0306	1.384887%
0401	1.169013%
0402	1.169013%
0403	1.169013%
0404	1.169013%
1801	1.169013%
1802	1.169013%
1803	1.384887%
1804	1.384887%
1805	1.392205%
1806	1.384887%
2001	1.169013%
2002	1.169013%
2003	1.169013%
2004	1.169013%
1901	1.169013%
1902	1.169013%
1903	1.392205%
1904	1.384887%
1905	1.169013%
1906	1.169013%
1401	1.169013%
1402	1.169928%
1403	1.384887%
1404	1.384887%
1301	1.392205%
1302	1.384887%
1303	1.392205%
1304	1.006193%



EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 6

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.384887%
0202	1.384887%
0203	1.169013%
0204	1.169013%
1101	1.169013%
1102	1.169013%
1103	1.006193%
1104	1.006193%
1105	1.384887%
1106	1.384887%
1001	1.392205%
1002	1.384887%
1003	1.169013%
1004	1.169013%
1005	1.384887%
1006	1.384887%
1201	1.392205%
1202	1.384887%
1203	1.169013%
1204	1.169013%
1205	1.384887%
1206	1.384887%
0101	1.149804%
0102	1.149804%
0103	1.363848%
0104	1.363848%
2101	1.149804%
2102	1.149804%
2103	1.363848%
2104	1.363848%
1501	1.363848%
1502	1.363848%
1503	0.972348%
1504	0.972348%
501	1.363848%
502	1.363848%
503	1.149804%
504	1.149804%
1601	1.363848%
1602	1.363848%
1603	0.972348%
1604	0.972348%
0601	1.363848%
0602	1.363848%
0603	1.149804%
0604	1.149804%
	100 000000%

EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
LEGAL DESCRIPTION

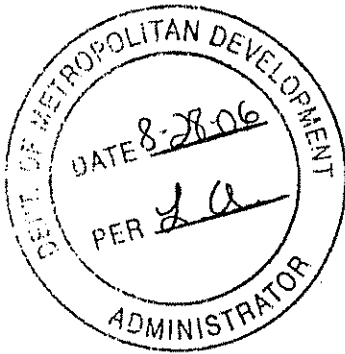
**BUILDING 6**

A part of Block "E" of Parkside at Georgetown Condominium as recorded in Instrument #2002-0233978 in the Office of the Recorder of Marion County, Indiana being;

**Overall Parkside at Georgetown Description**

A part of the West Half of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Beginning** at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47<sup>th</sup> Street, thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right if way line to a point on the East right of way line of Georgetown Road; thence northerly 309.03 feet along an arc to the left and having a radius of 1,984.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (deed) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52<sup>nd</sup> Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the **Point of Beginning**, containing 10.333 acres more or less.



APPROVED THIS 25th  
DAY OF August 2006  
PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN [Signature]

(6)

AMENDMENT NO. ELEVEN

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

BUILDING NO. 7

This Amendment No. Eleven ("Amendment") is entered into this 7<sup>th</sup> day of August, 2006, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.
2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.
3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.
4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

REC'D AUG 09 2006

FOR THE TOWNSHIP ASSESSOR  
SUBJECT TO THE RECORDING  
2006-0129420  
AUG 28 2006

08/28/06 03:47PM MANDIA MARTIN MARION CTY RECORDER  
Inst # 2006-0129420

CAM 22.00 PAGES: 6

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 7<sup>th</sup> day of August, 2006.

PORTRAIT HOMES L.L.C.,  
An Illinois limited liability company

By 

**Michael J. Pasquinelli**

Printed:

Officer

STATE OF INDIANA ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared the above signed, an Officer of Portrait Homes-Noble West, LLC, an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 7<sup>th</sup> day of August, 2006.

  
Notary Public – Jillann R. Lewis

County of Residence: Hendricks  
My Commission Expires: 8/27/2011

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
9333 North Meridian, Suite 300  
Indianapolis, IN 46260

**JILLANN R. LEWIS  
NOTARY PUBLIC  
STATE OF INDIANA  
MY COMM. EXP. 08/27/2011**

This Instrument prepared by: Greg A. Bower, Attorney I.D. No. 16368-53,  
Koransky & Bower, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

REC'D AUG 09 2006



**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 7**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0301	1.325565%
0302	1.325565%
0303	0.958030%
0304	0.958030%
0305	1.325565%
0306	1.318597%
0401	1.113056%
0402	1.113056%
0403	1.113056%
0404	1.113056%
1801	1.113056%
1802	1.113056%
1803	1.318597%
1804	1.318597%
1805	1.325565%
1806	1.318597%
2001	1.113056%
2002	1.113056%
2003	1.113056%
2004	1.113056%
1901	1.113056%
1902	1.113056%
1903	1.325565%
1904	1.318597%
1905	1.113056%
1906	1.113056%
1401	1.113056%
1402	1.113927%
1403	1.318597%
1404	1.318597%
1301	1.325565%
1302	1.318597%
1303	1.325565%
1304	0.958030%

REC'D AUG 09 2006

**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 7**

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**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.318597%
0202	1.318597%
0203	1.113056%
0204	1.113058%
1101	1.113056%
1102	1.113056%
1103	0.958030%
1104	0.958030%
1105	1.318597%
1106	1.318597%
1001	1.325565%
1002	1.318597%
1003	1.113056%
1004	1.113056%
1005	1.318597%
1006	1.318597%
1201	1.325565%
1202	1.318597%
1203	1.113056%
1204	1.113056%
1205	1.318597%
1206	1.318597%
0101	1.094767%
0102	1.094767%
0103	1.298566%
0104	1.298566%
2101	1.094767%
2102	1.094767%
2103	1.298566%
2104	1.298566%
1501	1.298566%
1502	1.298566%
1503	0.925805%
1504	0.925805%
501	1.298566%
502	1.298566%
503	1.094767%
504	1.094767%
1601	1.298566%
1602	1.298566%
1603	0.925805%
1604	0.925805%
0601	1.298566%
0602	1.298566%
0603	1.094767%
0604	1.094767%
0701	1.298566%
0702	1.298566%
0703	1.094767%
0704	1.094767%

---

100.000000%

**REC'D AUG 9 9 2006**

EXHIBIT D

TO

PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

LEGAL DESCRIPTION

**PARKSIDE AT GEORGETOWN - BUILDING 07**

A part Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 598.86 to the **Point of Beginning** and the southwest corner of Building 06 as recorded in Instrument #2005-175595 in said Recorder's Office; thence continuing South 00 degrees 07 minutes 42 seconds East along said west line a distance of 79.08 feet; thence South 89 degrees 58 minutes 41 seconds East a distance of 141.54 feet to the east line of said Block "E", the next 4 courses along said east line; (1) North 00 degrees 18 minutes 55 seconds West a distance of 54.83 feet to a point on a tangent curve to the left having a radius of 15.00 feet, the radius point of which bears South 89 degrees 41 minutes 05 seconds West; (2) northwesterly along said curve an arc distance of 23.56 feet to a point which bears North 00 degrees 18 minutes 55 seconds West from said radius point; (3) South 89 degrees 41 minutes 05 seconds West a distance of 102.90 feet; (4) North 00 degrees 18 minutes 55 seconds West a distance of 10.00 feet to the south line of said Building 06; thence South 89 degrees 52 minutes 18 seconds West along said south line a distance of 23.38 feet to the **Point of Beginning**, containing 0.23 acres, more or less.



MARTHA A. WIDMACKS  
MARION COUNTY RECORDER

953991 OCT 12 '06

DULY FILED FOR RECORDATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRACT # 2006-0158369

*10/12/06*

APPROVED THIS 12<sup>th</sup>

DAY OF Oct 2006

PIKE TOWNSHIP ASSESSOR

DRAFTSMAN JPO

AMENDMENT NO. TWELVE

**PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION**

**BUILDING NO. 8, 9, 17**

This Amendment No. Eleven ("Amendment") is entered into this 6<sup>th</sup> day of October, 2006, by PORTRAIT HOMES L.L.C., an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant")

WITNESSETH:

WHEREAS, Declarant executed that certain Parkside at Georgetown Condominium Declaration dated 11/12/2002 and recorded in the office of the Recorder of Marion County, Indiana on December 3, 2002 as Instrument No. 2002-0233979; and 2002-0233980

WHEREAS, pursuant to Article XVIII, the Declarant has reserved the right and option to add certain Additional Property to the Declaration and thereby add to the condominium created by the Declaration; and

WHEREAS, in connection with any such expansion of the Declaration, Declarant has reserved the right to reallocate percentage interest in the Common Areas in accordance with the Act and the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so add to the Declaration and to submit to the provisions of the Act and the Declaration certain real estate consisting of part of the Additional Property more particularly described on Exhibit D attached hereto.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A of the Declaration, setting forth the real property owned by Declarant and the parts of the Property submitted to the Act, is hereby amended by deleting Exhibit A from the Declaration and substituting Exhibit A which is attached hereto and incorporated herein by reference.

2. Exhibit B of the Declaration, setting forth the percentage of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefor Exhibit B which is attached hereto and incorporated herein by reference.

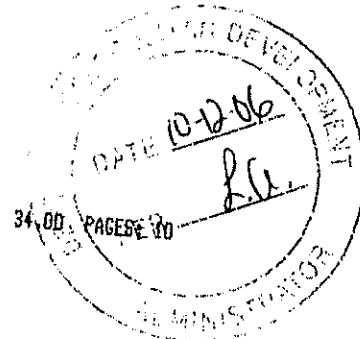
3. Exhibit D of the Declaration, setting forth the legal description of the real estate which is to be added to this Declaration and the Condominium Property, is hereby amended by supplementing thereto Exhibit D which is attached hereto and incorporated herein by reference.

4. The additional Common Areas contained in the Additional Property which have been added to this Declaration are hereby granted and conveyed to the unit owners, all as more particularly described in the Declaration.

10/12/06 02:10PM WANDA MARTIN MARION CTY RECORDER

Inst # 2006-0158369

ANH



5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

6. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, Declarant has executed this Amendment this 6<sup>th</sup> day of October, 2006

PORTRAIT HOMES L.L.C.  
An Illinois limited liability company

By: 

Printed: Christine Pasquinelli  
Officer

STATE OF INDIANA ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared the above signed, an Officer of Portrait Homes-Noble West, LLC, an Illinois limited liability company, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of said limited liability company.

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, Jillann Lewis.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of October, 2006.

  
Notary Public - Jillann R. Lewis

County of Residence: Hendricks  
My Commission Expires: 8/27/2011

**MARION COUNTY RECORDER:**

Please return this document to:  
Portrait Homes  
9333 North Meridian, Suite 300  
Indianapolis, IN 46260

**JILLANN R. LEWIS  
NOTARY PUBLIC  
STATE OF INDIANA  
MY COMM. EXP. 08/27/2011**

This Instrument prepared by: Greg A. Bouwer, Attorney I D. No 16368-53,  
Koransky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

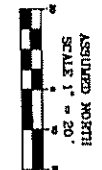




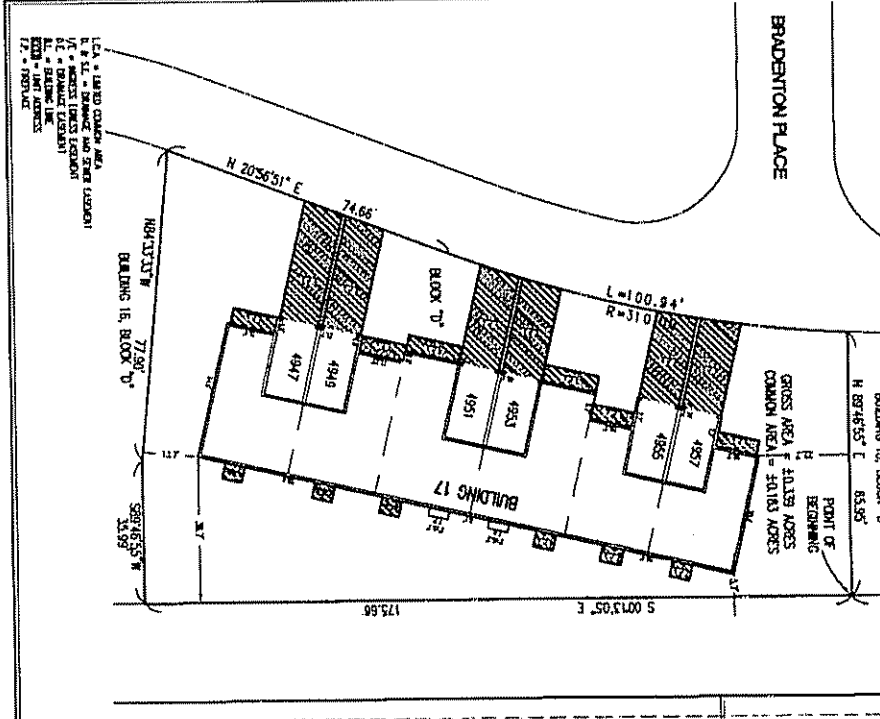
THIS INSTRUMENT PREPARED BY:  
 Bryan F. Carter  
 The Scheduler Corporation  
 1801 Old Market  
 Charlottesville, Virginia 4276-1037  
 Phone: 317-626-7100

**EXHIBIT "A"**

**BUILDING 17 IN PART OF BLOCK "D" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**



NOTES:  
 MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
 OF BLOCK, EXCEPT FENCE WAS NOT INSTALLED  
 AT TIME OF MEASUREMENT.



**PARCISE AT GEORGETOWN -- BLDG. 17**

A part Block "D" is the Conditional First Part of Petition of Georgetown Condominium (enclosed as herewith) filed 2002-02-15 in the Office of the Register, Loudoun County, Virginia, being a condominium project in the West Lot of the Subdivision of Section 7, Township 15 North, Range 5 East, First Township, Warren County, Virginia, and being more particularly described as follows:

Commencing at the Northwest corner of said Block "D"; thence South 02 degrees 13 minutes 05 seconds East (bearing being along the east line of said Block "D") a distance of 264.21 feet to the intersection of the east line of said Block "D" and the east line of Block "C"; thence North 89 degrees 45 minutes 55 seconds East a distance of 65.95 feet to the Point of Beginning; thence North 89 degrees 45 minutes 55 seconds East a distance of 581.29 feet to the intersection of the east line of said Block "D" and the east line of Block "C"; thence North 89 degrees 45 minutes 55 seconds East a distance of 507.30 feet to the intersection of the east line of said Block "D" and the east line of Block "A"; thence North 89 degrees 45 minutes 55 seconds East a distance of 581.29 feet to the intersection of the east line of said Block "D" and the east line of Block "C"; thence North 89 degrees 45 minutes 55 seconds East a distance of 65.95 feet to the Point of Beginning, containing 8,159 square feet of land.

**SIGNER'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Scheduler Corporation under the direction of a Licensed Professional Land Surveyor and that the field notes shown in it are correct representations of what was surveyed and shown in the field notes shown.

I, Bryan F. Carter, being duly sworn, depose and say that I am the duly Licensed Professional Land Surveyor who surveyed the above described property, and that I have taken reasonable care to make each Section Survey number a true and correct representation of what was surveyed and shown in the field notes shown.

Given my hand and seal of Loudoun County, Virginia this \_\_\_\_\_ day of October, 2002.

By \_\_\_\_\_  
 Bryan F. Carter  
 Licensed Professional Land Surveyor  
 Loudoun County, Virginia

STATE OF VIRGINIA }  
 COUNTY OF Loudoun } SS  
 I, \_\_\_\_\_, Clerk of said County, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Notary Public: \_\_\_\_\_ County of Loudoun

Printed Name: \_\_\_\_\_

I hereby warrant, defend the signature of those and warrant the \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Owner: Parkside Issues, LLC, or other Limited Liability Company authorized to do business in Loudoun

By \_\_\_\_\_ (Printed & Signed) Title: (Printed)

STATE OF VIRGINIA }  
 COUNTY OF Loudoun } SS

I hereby ratify the foregoing, a notary public in and for said county and state, personally appeared Bryan F. Carter, Registered Land Surveyor, and acknowledged the execution of this instrument as a Notary Public and seal and signed the signature therein.

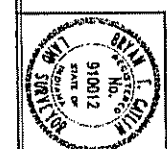
I, \_\_\_\_\_, Notary Public, do hereby certify that I am duly qualified to perform the duties of my office and that I am duly sworn to perform the same.

Witness my signature and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

By commission expires \_\_\_\_\_

Notary Public: \_\_\_\_\_ County of Loudoun

Printed Name: \_\_\_\_\_



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 17

SHEET 21 A

REVISIONS: 1. 01/21/02

**EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 8, 9, 17**

---

**PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS**

<b>UNIT NUMBER</b>	<b>PERCENTAGE OF INTEREST</b>
------------------------	---------------------------------------

0301	1.166444%
0302	1.166444%
0303	0.843028%
0304	0.843028%
0305	1.166444%
0306	1.160313%
0401	0.979445%
0402	0.979445%
0403	0.979445%
0404	0.979445%
1801	0.979445%
1802	0.979445%
1803	1.160313%
1804	1.160313%
1805	1.166444%
1806	1.160313%
2001	0.979445%
2002	0.979445%
2003	0.979445%
2004	0.979445%
1901	0.979445%
1902	0.979445%
1903	1.166444%
1904	1.160313%
1905	0.979445%
1906	0.979445%
1401	0.979445%
1402	0.980212%
1403	1.160313%
1404	1.160313%
1301	1.166444%
1302	1.160313%
1303	1.166444%
1304	0.843028%
0201	1.160313%
0202	1.160313%
0203	0.979445%
0204	0.979445%
1101	0.979445%
1102	0.979445%
1103	0.843028%
1104	0.843028%
1105	1.160313%
1106	1.160313%

EXHIBIT B  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION  
BUILDING 8, 9, 17

---

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1001	1.166444%
1002	1.160313%
1003	0.979445%
1004	0.979445%
1006	1.160313%
1006	1.160313%
1201	1.166444%
1202	1.160313%
1203	0.979445%
1204	0.979445%
1205	1.160313%
1206	1.160313%
0101	0.963351%
0102	0.963351%
0103	1.142686%
0104	1.142686%
2101	0.963351%
2102	0.963351%
2103	1.142686%
2104	1.142686%
1501	1.142686%
1502	1.142686%
1503	0.814672%
1504	0.814672%
501	1.142686%
502	1.142686%
503	0.963351%
504	0.963351%
1601	1.142686%
1602	1.142686%
1603	0.814672%
1604	0.814672%
0601	1.142686%
0602	1.142686%
0603	0.963351%
0604	0.963351%
0701	1.142686%
0702	1.142686%
0703	0.963351%
0704	0.963351%
0801	0.963351%
0802	0.963351%
0901	1.142686%
0902	1.142686%
0903	0.963351%
0904	0.963351%
1701	0.814672%
1702	0.814672%
1703	1.166444%
1704	1.142686%
1705	0.963351%
1706	0.963351%
	100.000000%

EXHIBIT D  
TO  
PARKSIDE AT GEORGETOWN CONDOMINIUM DECLARATION

LEGAL DESCRIPTION

**PARKSIDE AT GEORGETOWN - BUILDING 08**

A part Block "E" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

**Commencing** at the Northwest corner of said Block "E"; thence South 00 degrees 07 minutes 42 seconds East (assumed Bearing) along the west line of said Block "E" a distance of 677.93 to a southwest corner of said Block "E" and the southwest corner of Building 7; thence South 89 degrees 58 minutes 41 seconds East along a south line of said Block "E" and the south line of said Building 7 a distance of 68.73 feet to the **Point of Beginning**, the following 5 courses are along said south line of Building 7, and the east, south, and west lines of said Block "E"; (1) continuing South 89 degrees 58 minutes 41 seconds East a distance of 72.81 feet; (2) South 00 degrees 18 minutes 55 seconds East a distance of 59.92 feet to a point on a tangent curve to the right having a radius of 25.00 feet, the radius point of which bears South 89 degrees 41 minutes 05 seconds West; (3) southwesterly along said curve an arc distance of 39.42 feet to a point which bears South 00 degrees 01 minutes 19 seconds West from said radius point; (4) North 89 degrees 58 minutes 41 seconds West a distance of 47.94 feet; (5) North 00 degrees 07 minutes 42 seconds West a distance of 85.07 feet to the **Point of Beginning**, containing 0.14 acres, more or less.

**PARKSIDE AT GEORGETOWN - BUILDING 9**

A part Block "F" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the Northwest corner of said Block "F", said corner being on a south line of Block "A" in said plat, the following 5 courses being along the north and east lines of said Block "F"; (1) South 89 degrees 58 minutes 41 seconds East a distance of 39.71 feet to a tangent curve to the right having a radius of 25.00 feet, the radius point of which bears South 00 degrees 01 minutes 19 seconds West; (2) southeasterly along said curve an arc distance of 45.34 feet to a point of compound curvature having a radius of 290.00 feet, the radius point of which bears North 76 degrees 03 minutes 20 seconds West; (3) southerly along said curve arc distance of 35.45 feet to a point which bears South 69 degrees 03 minutes 09 seconds East from said radius point; (4) South 20 degrees 56 minutes 51 seconds West along said west line a distance of 74.66 feet to a tangent curve to the left having a radius of 160.00 feet, the radius point of which bears South 69 degrees 03 minutes 09 seconds East; (5) southerly along said curve an arc distance of 10.92 feet to a point which bears North 72 degrees 57 minutes 52 seconds West from said radius point; thence North 69 degrees 03 minutes 09 seconds West a distance of 73.37 feet to a west line of said Block "F"; thence North 20 degrees 56 minutes 51 seconds East along said west line a distance of 127.05 feet to the Point of Beginning, containing 0.23 acres, more or less.

**PARKSIDE AT GEORGETOWN - BUILDING 17**

A part Block "D" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-0233978 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:



**Commencing** at the Northeast corner of said Block "D"; thence South 00 degrees 13 minutes 05 seconds East (assumed Bearing) along the east line of said Block "D" a distance of 581.29 to the **Point of Beginning**; thence continuing South 00 degrees 13 minutes 05 seconds East along said east line a distance of 175.66 feet; thence South 89 degrees 46 minutes 55 seconds West a distance of 35.99 feet; thence North 84 degrees 33 minutes 33 seconds West a distance of 77.90 feet to the west line of said Block "D"; thence North 20 degrees 56 minutes 51 seconds East along said west line a distance of 74.66 feet to a tangent curve to the left having a radius of 310.00 feet the radius point which bears North 69 degrees 03 minutes 09 seconds West; thence along said curve and west line an arc distance of 100.94 feet to a point which bears South 87 degrees 42 minutes 32 seconds East from said radius point; thence North 89 degrees 46 minutes 55 seconds East a distance of 65.95 to the **Point of Beginning**, containing 0.339 acres more or less.

Prescribed by the  
State Board of Accounts  
(2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have reacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under penalties of perjury, that the foregoing declarations are true.

  
Signature of Declarant

Lori Margason  
Printed Name of Declarant



**THIS INSTRUMENT PREPARED BY**  
 James H. Mulpratt  
 Registered Land Surveyor  
 Indiana #660013  
 The Schneider Corporation  
 9301 Old Avenue  
 Indianapolis, Indiana 46276-1037  
 Phone 317-826-7100

APPROVED THIS 29th day of January 2004  
 DAY OF January  
 PIKE TOWNSHIP ASSESSOR  
 DEPUTY ASSESSOR David K. ...

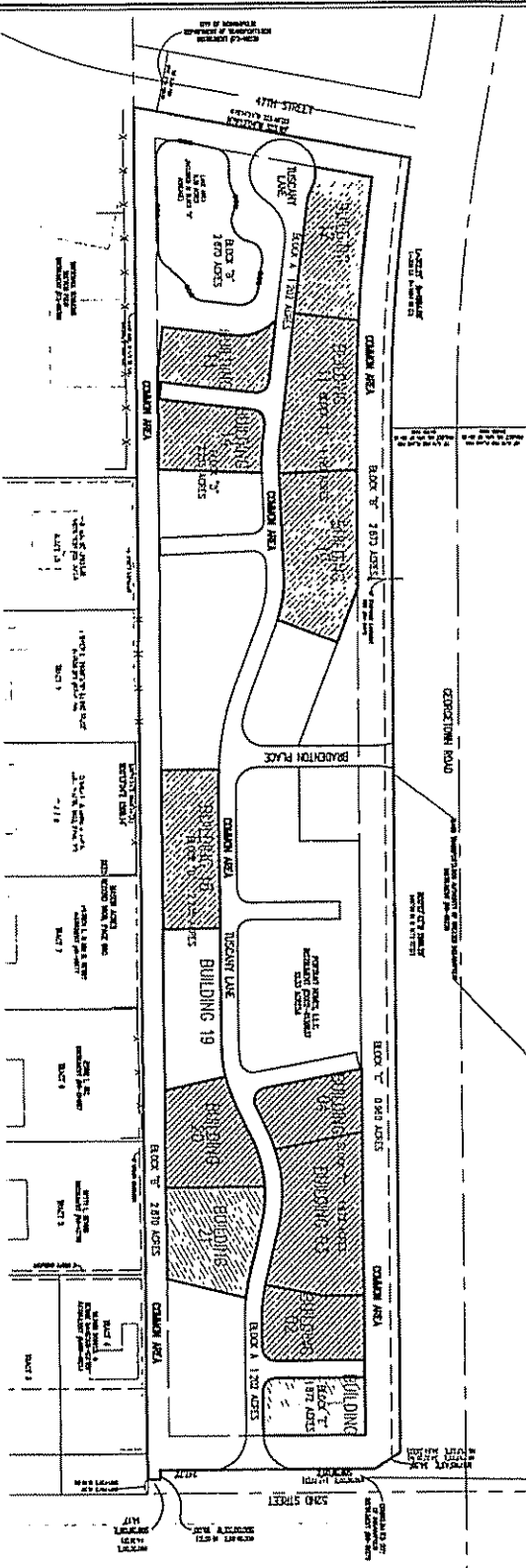
**REPLAT OF PART OF BLOCK 'E'  
 AND PART OF BLOCK 'D' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

INST # 2004-0026046

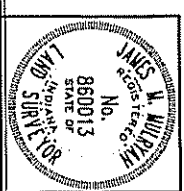
HARTHA A. WINDMANS  
 COUNTY AUDITOR  
 510065 JAN 29 2004  
 DEPT. OF METROPOLITAN DEVELOPMENT  
 DATE 1-29-04  
 PER [Signature]  
 ADMINISTRATOR  
 STATE OF INDIANA  
 DEPT. OF REVENUE  
 DIVISION OF TAXATION  
 SECTION 10 FINAL ACCOUNTS  
 FOR TRANSFER OR TRANSFER  
 ASSUMED NORTH  
 N T S

A part of Block 'B' and part of Block 'C' of Parkside at Georgetown Condominium as recorded in Instrument #2002-023397B in the Office of the Recorder of Marion County, Indiana being Vol. 2002-023397B Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence containing South 9 degrees 15 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street, thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road, thence North 79 degrees 14 minutes 24 seconds East and a radius of 308.72 feet along said right of way line, thence North 23 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line, thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (dead) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 57th Street, thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line, thence North 0 degrees 00 minutes 00 seconds East 10.03 feet along said South right of way line to the Point of Beginning, containing 10,333 acres more or less



D & SE = DRAINAGE AND SEWER EASEMENT  
 1/2 = AIRRIGHT EGRESS EASEMENT  
 0E = DRAINAGE EASEMENT  
 BLDG = BUILDING LINES  
 EASE = EASEL ADDRESS

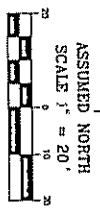


**EXHIBIT 'A'**  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 01  
 SHEET 12

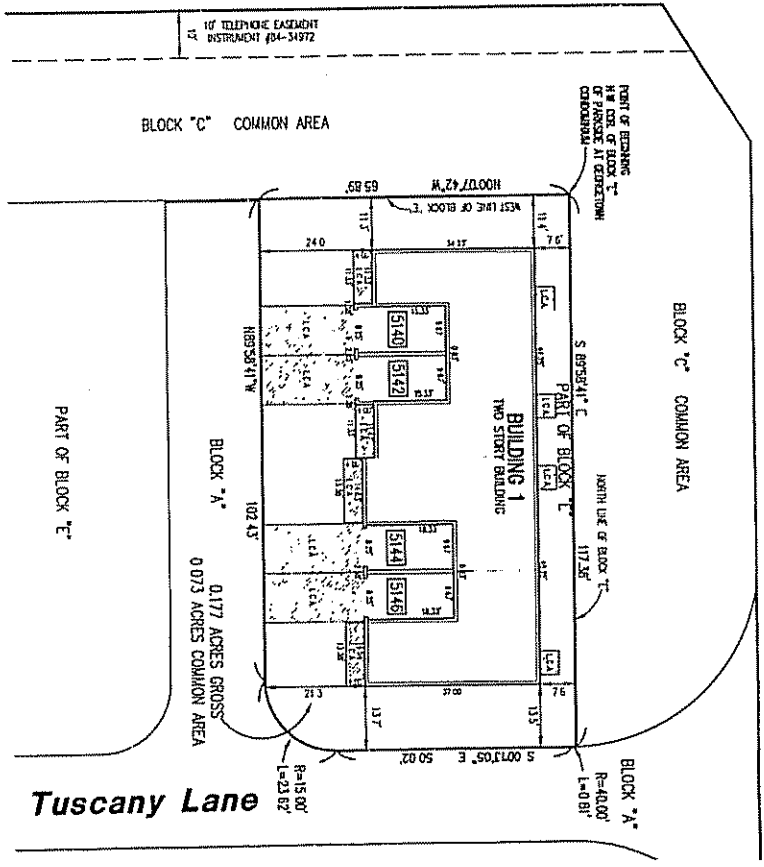
R:\AA\4042\JOUR\DOMS\PLAN\BDS\SEC15.DWG - JRF - 17 NOV 03

THIS INSTRUMENT PREPARED BY  
 James H. Wilgorn  
 Registered Land Surveyor  
 Indiana #860013  
 The Schneider Corporation  
 8501 Olive Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-826-7100

INST # 2004-0026046



52th Street



**BUILDING 01 IN PART OF BLOCK 'E' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

PARCISE AT GEORGETOWN - BUILDING 01

A part of Block 'E' in the Cardinal and Part of Parkside at Georgetown Condominium (located at lot 1 of the 2007-021372 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 15 North, Range 3 East, Pula Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the Northeast corner of said Block 'E', thence South 89 degrees 58 minutes 41 seconds East (assumed bearing) along the north line of said Block 'E', a distance of 117.38 feet to a station in a non-integer curve to the right having a radius along said section and southern area of said Block 'E', a point 50 feet on 17 seconds West, (1) thence southerly along said curve an arc distance of 0.81 feet to a station 05 seconds East 50.02 feet to a tangent curve to the right having a radius of 1200 feet, (2) thence South 04 degrees 07 minutes 05 seconds East 50.02 feet to a tangent curve to the right having a radius of 1200 feet, (3) thence South 04 degrees 07 minutes 05 seconds East 50.02 feet to a point which bears South 09 degrees 01 minutes 19 seconds West from said station, (4) thence North 09 degrees 01 minutes 19 seconds West a distance of 23.67 to a point which bears South 09 degrees 01 minutes 19 seconds West from said station, (5) thence North 00 degrees 07 minutes 42 seconds West along the west line of said Block 'E' a distance of 55.83 feet to the Point of Beginning, containing 0.177 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the said person does in a correct representation of said survey. All distances are shown in feet and decimal fractions.

Cover my hand and seal of said office, witness my hand and seal of said office, this 19th day of November, 2003.

STATE OF INDIANA }  
 COUNTY OF MARION } SS  
 I, James H. Wilgorn  
 Registered Land Surveyor  
 Indiana #860013

Before me a notary public in and for said county and state, personally appeared James H. Wilgorn, Registered Land Surveyor, and acknowledged the execution of this instrument in his/her voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 19th day of November, 2003.

By commission expires 1-23-06 Marie L. ...  
 Holy Public Marie L. ...  
 Signature

Provided here: Angela M. Alessie  
 Signature

In testimony whereof, witness the signatures of Owner and Deedee on this 19th day of November, 2004.

Owner: Patricia Hanna, LLC, c/o Person Limited Liability Company, authorized to do business in Indiana  
Patricia Hanna  
 Signature (Required) Title (Owner)

STATE OF INDIANA }  
 COUNTY OF MARION } SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Marie L. Patricia Hanna, member of Patricia Hanna, LLC, an Indiana limited liability company authorized to do business in Indiana, and acknowledged the execution of this instrument in his/her voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 19th day of November, 2004.

By commission expires 8-27-2011 William R. Lewis  
 Holy Public William R. Lewis  
 Signature  
 County of Residence

Printed Name: William R. Lewis

**WILLIAM R. LEWIS**  
 NOTARY PUBLIC  
 STATE OF INDIANA  
 MY COM. EX. 08/27/2011



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**  
 BUILDING 01

**SHEET 12 A**

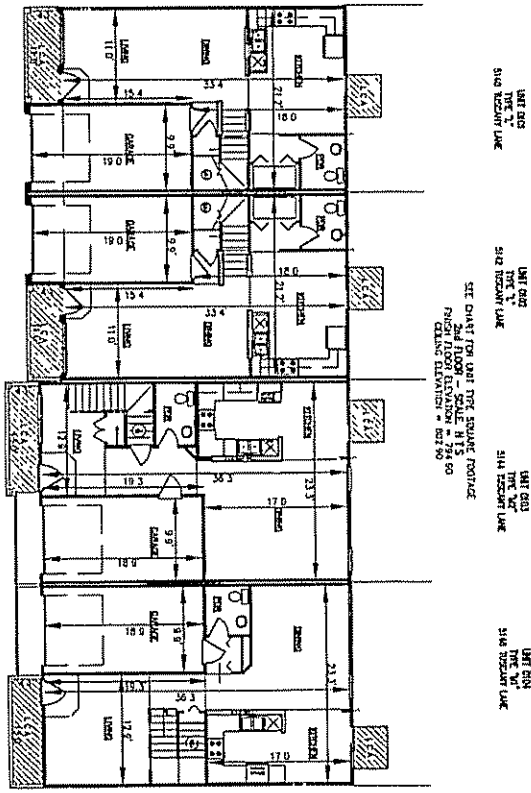
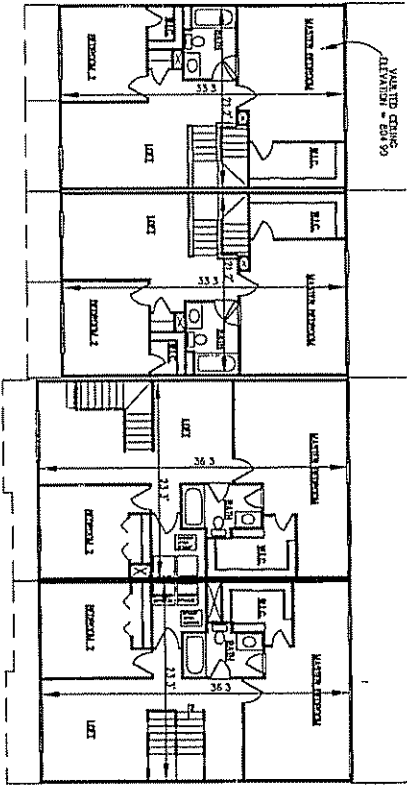
L.C.A. = LIMITED COMMON AREA  
 D & S = DRIVEWAY AND STRIP ELEMENT  
 U/E = UNITS EXPRESS ELEMENT  
 B/E = BUILDING ELEMENT  
 P = UNIT ADDRESS  
 FP = FIREPLACE

THIS INSTRUMENT PREPARED BY  
 James M. Hulman  
 Registered Land Surveyor  
 Indiana #268013  
 The Schneider Corporation  
 9901 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-626-7100

L.C.A. = LIMITED COMMON AREA  
 D & S.C. = DRIVEWAY AND STORER EXPOSURE  
 I/E = INTERIOR FINISH EXPOSURE  
 O/E = EXTERIOR FINISH EXPOSURE  
 B/L = BUILDING LINE  
 E/F/L = UNIT ADDRESS  
 F.P. = FIREPLACE

# THE PLANS BUILDING OF PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

NOTES  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel, IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 12A for Building 01



0101 - TYPE 1*	
FIRST FLOOR	- 551 sq ft
SECOND FLOOR	- 706 sq ft
TOTAL	- 1,257 sq ft
COVERED PORCH	- 49 sq ft
TOTAL UNDER ROOF	- 1,499 sq ft
0102 - TYPE 1*	
FIRST FLOOR	- 551 sq ft
SECOND FLOOR	- 706 sq ft
TOTAL	- 1,257 sq ft
COVERED PORCH	- 49 sq ft
TOTAL UNDER ROOF	- 1,499 sq ft
0103 - TYPE 2A*	
FIRST FLOOR	- 619 sq ft
SECOND FLOOR	- 846 sq ft
TOTAL	- 1,491 sq ft
COVERED PORCH	- 54 sq ft
TOTAL UNDER ROOF	- 1,737 sq ft
0104 - TYPE 2A*	
FIRST FLOOR	- 645 sq ft
SECOND FLOOR	- 846 sq ft
TOTAL	- 1,491 sq ft
COVERED PORCH	- 54 sq ft
TOTAL UNDER ROOF	- 1,737 sq ft

STATE OF INDIANA  
 COUNTY OF WABASH } 35

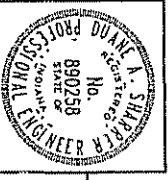
I, the undersigned, being a duly qualified and licensed Professional Engineer, and acknowledging the execution of this instrument as my/his/our voluntary act and deed and offering this signature hereto  
 Witness my signature and seal this 19<sup>th</sup> day of November, 2003

By commission expires 1-31-12  
 Mark A. Hulman  
 County of Wabash  
 Voluntary Public  
 Signature  
 Printed Name: *James M. Hulman*

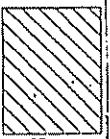


DIWISOR'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans fully and accurately depicts the type, location, and number of components of the condominium units as built.  
 Given my hand and seal of the State of Indiana, this 19<sup>th</sup> day of November, 2003

By *James M. Hulman*  
 Registered Professional Engineer  
 Wabash, Indiana



INST # 2004-0026046



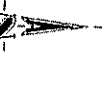
LIMITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

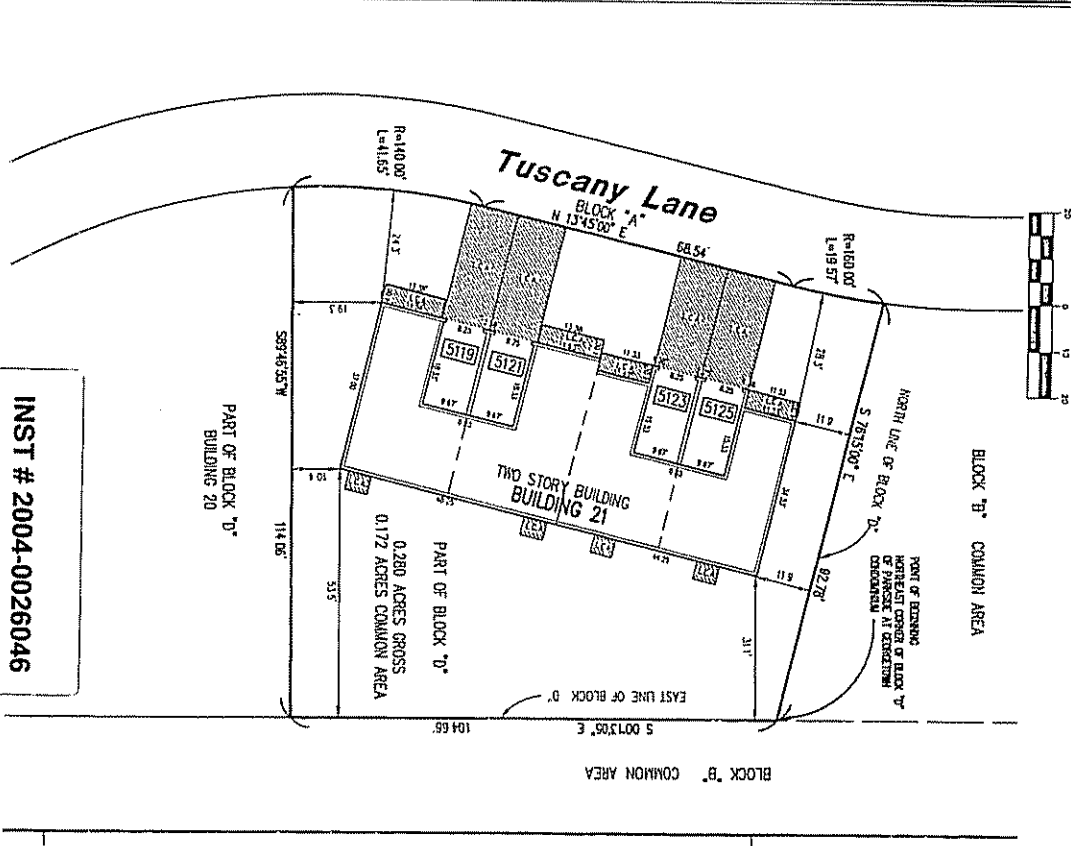
SHEET 12 B

R:\K\1042\03\IND\SP\PLAN\08SHEETS\DWG - 04 - 17.HOV.03

THIS INSTRUMENT PREPARED BY  
**James M. Mulroy**  
 The Schneider Corporation  
 6901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-826-7100



ASSURED NORTH  
 SCALE 1" = 20'



LCA = LIMITED COMMON AREA  
 D & SE = DRIVEWAY AND SEWER EASEMENT  
 VE = VESTED EGRESS EASEMENT  
 DE = DECK EGRESS  
 BL = BUILDING LINE  
 FL = FIRE LINE  
 FB = FENCE LINE

INST # 2004-0026046

**BUILDING 21 IN PART OF BLOCK 'D' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

PARKSIDE AT GEORGETOWN - BUILDING 21

A part Block "D" in the Conditional First Plat of Parkside at Georgetown Condominium (recorded as Instrument J 2002-021578 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 16 North, Range 3 East, 9th Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the Western corner of said Block "D", thence South 00 degrees 13 minutes 05 seconds East (azimuth bearing) along the North line of said Block "D" a distance of 194.63 feet, thence South 89 degrees 46 minutes 55 seconds West a distance of 114.00 feet, thence South 89 degrees 46 minutes 55 seconds West a distance of 140.00 feet to the radial point of which there lies a 6" iron pipe 40 feet from the point of beginning, from said point of beginning to said end line of Block "A", (1) thence northerly along said curve on an arc distance of 41.65 feet to a point which bears North 15 degrees 15 minutes 00 seconds West from said radial point, (2) thence North 13 degrees 45 minutes 00 seconds East to the 1/8 degree 15 minutes 00 seconds West, (3) thence northerly along said curve on an arc distance of 15.57 feet to a point which bears South 83 degrees 02 minutes 27 seconds East from said radial point to the north line of said Block "D", thence South 76 degrees 15 minutes 00 seconds East along said curve to the distance of 92.70 feet to the Point of Beginning, containing 0.280 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

GIVEN MY HAND AND SEAL OF INDIANAPOLIS, INDIANA, THIS 19<sup>th</sup> day of November, 2003.

*James M. Mulroy*  
 Registered Land Surveyor  
 License #38003

STATE OF INDIANA )  
 COUNTY OF MARION ) SS

I, being an ordinary citizen in and for said county and state, personally appeared James M. Mulroy, Registered Land Surveyor, and acknowledged the execution of this instrument of his/her/its voluntary act and deed and affirmed his signature thereto.

Witness my signature and seal this 19<sup>th</sup> day of November, 2003.

My commission expires 1-3-10 Parkside  
 Nancy R. Lewis  
 Notary Public  
 Signature

Printed Name: Angela M. Alessio

In Testimony Whereof, witness the signatures of Owner and Notary, this 19<sup>th</sup> day of November, 2004.

Giver:  
 Parcel Name: 1901 Frost Limited Liability Company, authorized to do business in Indiana  
*Angela M. Alessio*  
 Signed: Angela M. Alessio  
 (Print Name of Giver)  
 Title: (office)

STATE OF INDIANA )  
 COUNTY OF MARION ) SS

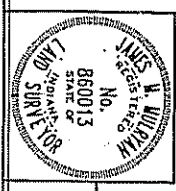
Before me, the undersigned, a notary public in and for said county and state, personally appeared Angela M. Alessio, a member of Parkside Homes, LLC, on behalf of Frost Limited Liability Company authorized to do business in Indiana, and acknowledged the execution of this instrument on his/her/its voluntary act and deed and affirmed his signature thereto.

Witness my signature and seal this 19<sup>th</sup> day of November, 2004.

By commission expires 8-27-2011 Nancy R. Lewis  
*Nancy R. Lewis*  
 Notary Public  
 Signature

Printed Name: William R. Lewis

**WILLIAM R. LEWIS**  
 NOTARY PUBLIC  
 STATE OF INDIANA  
 MY COMM. EXPIRES 08/27/2011



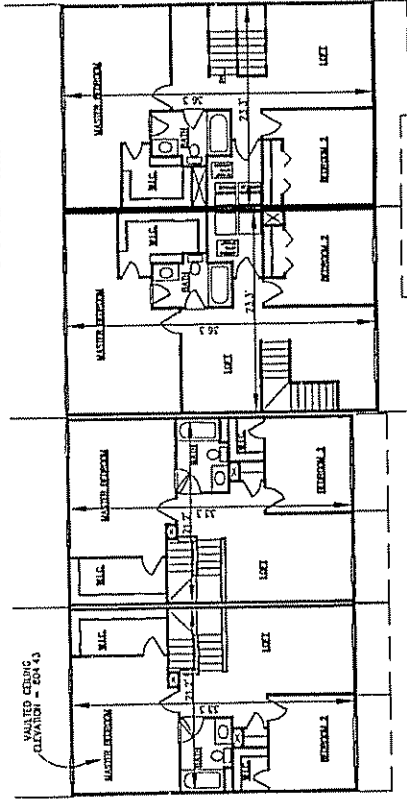
PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 21

SHEET 13 A

THIS INSTRUMENT PREPARED BY  
 James M. Murphy  
 Registered Land Surveyor  
 Indiana #860013  
 The Schneider Corporation  
 8901 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-825-7100

# THE PLANS BUILDING 21 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

L.C.A. = LIMITED COMMON AREA  
 D & SE = DRAINAGE AND SEWER EASEMENT  
 VE = VEHICLES EGRESS EASEMENT  
 OE = ORNAMENTAL EASEMENT  
 BL = BUILDING LINE  
 EXZD = EXISTING ADDRESS  
 FP = FIREPLACE



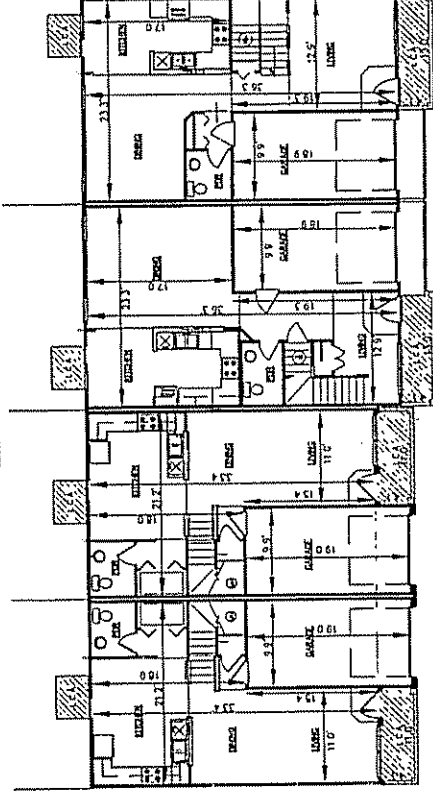
UNIT 2101  
 TYPE "L"  
 512 SQUARE LANE

UNIT 2102  
 TYPE "L"  
 513 SQUARE LANE

UNIT 2103  
 TYPE "M2"  
 518 SQUARE LANE

UNIT 2104  
 TYPE "M1"  
 513 SQUARE LANE

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR ELEVATION = 754.43  
 3RD FLOOR ELEVATION = 754.43  
 CEILING ELEVATION = 707.43



UNIT 2104  
 TYPE "M1"  
 513 SQUARE LANE

UNIT 2103  
 TYPE "M2"  
 518 SQUARE LANE

UNIT 2102  
 TYPE "L"  
 513 SQUARE LANE

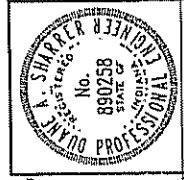
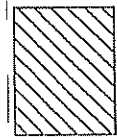
UNIT 2101  
 TYPE "L"  
 512 SQUARE LANE

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR ELEVATION = 754.43  
 3RD FLOOR ELEVATION = 754.43  
 CEILING ELEVATION = 710.0

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 13A for Building 21

2101 - TYPE "L"	
FIRST FLOOR	- 501 sq. ft.
SECOND FLOOR	- 706 sq. ft.
TOTAL	- 1,207 sq. ft.
GARAGE	- 169 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,421 sq. ft.
2102 - TYPE "L"	
FIRST FLOOR	- 501 sq. ft.
SECOND FLOOR	- 706 sq. ft.
TOTAL	- 1,207 sq. ft.
GARAGE	- 169 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL UNDER ROOF	- 1,421 sq. ft.
2103 - TYPE "M2"	
FIRST FLOOR	- 645 sq. ft.
SECOND FLOOR	- 846 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL UNDER ROOF	- 1,732 sq. ft.
2104 - TYPE "M1"	
FIRST FLOOR	- 645 sq. ft.
SECOND FLOOR	- 846 sq. ft.
TOTAL	- 1,491 sq. ft.
GARAGE	- 187 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL UNDER ROOF	- 1,732 sq. ft.

INST # 2004-0026046



This is to certify that the above referenced set of floor plans fully and accurately depicts the layout, location, size, number, and dimensions of the condominium units as built.  
 Given my hand and seal of Indianapolis, Indiana, this 19<sup>th</sup> day of November, 2003.  
 By: *James A. Shippert*  
 James A. Shippert  
 Registered Professional Engineer  
 License #890258



STATE OF INDIANA )  
 COUNTY OF WARRICK ) SS  
 Before me a Notary Public in and for said county and state, personally appeared Duane A. Scherer, Registered Professional Engineer, and acknowledged the execution of the instrument to his/her voluntary act and deed and offered his signature thereto.  
 Witness my signature and seal this 19<sup>th</sup> day of November, 2003.  
 My commission expires 1-13-10  
 Angela M. Wilcsek  
 Notary Public  
 Printed Name: Angela M. Wilcsek

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 21





THIS INSTRUMENT PREPARED BY:  
**James M. Malyon**  
 Registered Land Surveyor  
 Indiana #00013  
 The Scharbler Corporation  
 6590 Old Avenue  
 Indianapolis, IN 46216-1037  
 Phone: 317-826-7100

**REPLAT OF PART OF BLOCK 19  
 OF PARKSIDE AT  
 GEORGETOWN  
 CONDOMINIUM**

MARION COUNTY RECORDER  
 OCTOBER 16, 2003 12 04 PM  
 2003 - 0220749

ASSIGNED NORTH  
 N.T.S.

A part of Block "T" of Parkside at Georgetown Condominium as recorded in Instrument #2002-0233718 in the Office of the Recorder of Marion County, Indiana being:

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.50 feet from the horizontal corner of the said first quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 126.91 feet along the East line of said first quarter section to the North line of the right of way of West 47th Street, thence East 69.75 degrees 14 minutes 24 seconds West 323.46 feet along said right of way line to a point on the East line of said right of way line, thence North 89 degrees 00 minutes 00 seconds West 286.03 feet along said right of way line to a point on the East line of said right of way line, thence North 89 degrees 00 minutes 00 seconds West 172.20 feet along said right of way line to a point on the South right of way line of West 47th Street, thence North 89 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line, thence East 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line, thence North 89 degrees 00 minutes 00 seconds East 14.33 feet along said South right of way line to the Point of Beginning, containing 10,333 acres more or less

STATE OF INDIANA }  
 COUNTY OF MARION }  
 I, **James M. Malyon**,  
 Registered Land Surveyor  
 Indiana #00013

STATE OF INDIANA }  
 COUNTY OF MARION }  
 I, **James M. Malyon**,  
 Registered Land Surveyor  
 Indiana #00013

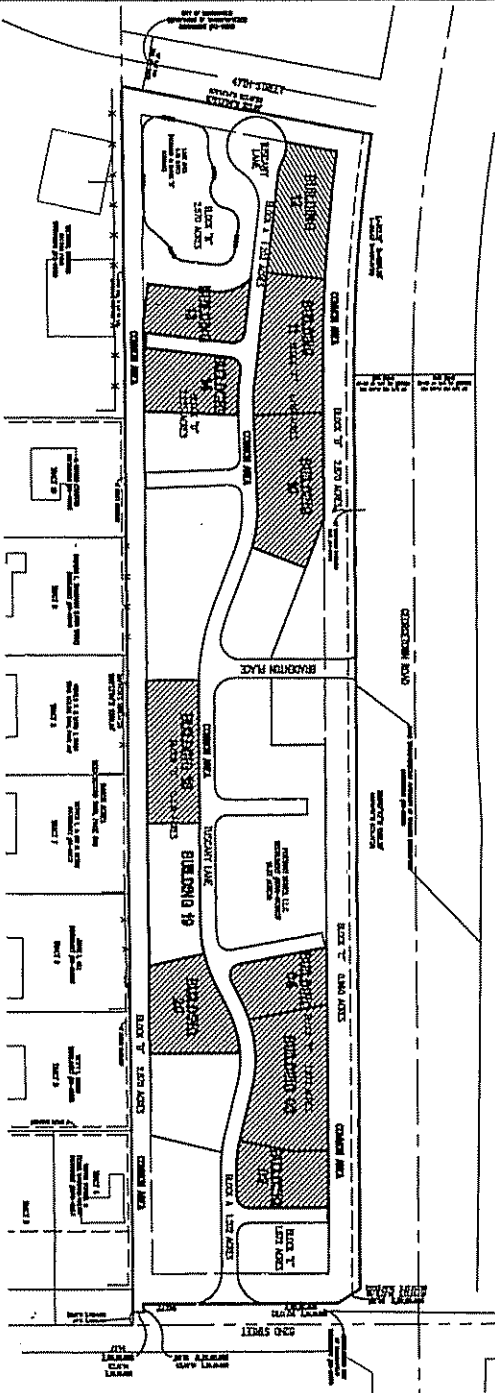
Before me a Notary Public in and for said county and state, personally appeared **James M. Malyon**, Registered Land Surveyor, and acknowledged the execution of this instrument as his own, and that he is the person named in the instrument.

Witness my signature and seal this **23<sup>rd</sup>** day of **September**, 2003.

By commission expires **10-23-10**

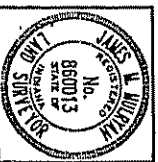
**James M. Malyon**  
 Notary Public  
 Indiana #00013

Printed Name **Dr. Malyon**



D & S.C. - BOUNDARY AND ZONING DEPARTMENT  
 112 - MARION COUNTY RECORDER  
 113 - MARION COUNTY RECORDER  
 114 - MARION COUNTY RECORDER  
 115 - MARION COUNTY RECORDER  
 116 - MARION COUNTY RECORDER  
 117 - MARION COUNTY RECORDER  
 118 - MARION COUNTY RECORDER  
 119 - MARION COUNTY RECORDER  
 120 - MARION COUNTY RECORDER

MARION COUNTY RECORDER  
 OCTOBER 16, 2003 12 04 PM  
 2003 - 0220749



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

BALMAIN 12  
 R. VAN VORST/DON DICKSON/VLADIMIR STEINBERG - 26 - 22 SEP 03



APPROVED THIS 16<sup>th</sup>  
 DAY OF October 20 03  
 DIANE TOWNSHIP ASSESSOR  
 DRAFTSMAN [Signature]

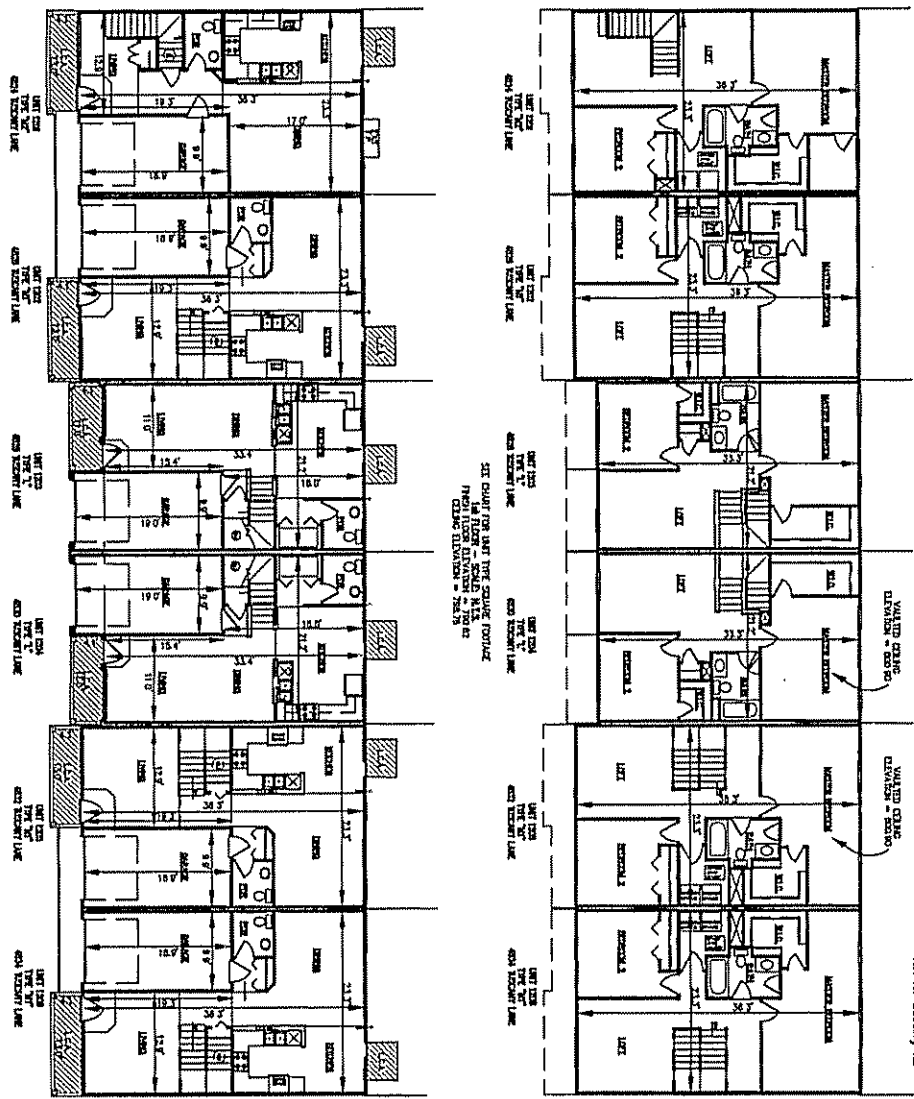
10/16/03 10:15 AM  
 94994

THIS INSTRUMENT PREPARED BY:  
 James H. Shapiro  
 Registered Land Surveyor  
 License # 889013  
 The Schaefer Corporation  
 3901 Old Avenue  
 Pottsville, Indiana 46216-1037  
 Phone: 317-895-7100

1.C.A. = LAND OWNER  
 D & S.E. = DRAWER AND SEER EXAMINER  
 I.E. = INTERESS EXAMINER  
 O.E. = OFFICER EXAMINER  
 B.L. = BOUNDARY LINE  
 E.O.B. = EXISTING LINE  
 E.P. = EXISTING POINT  
 I.P. = INTERESS POINT

THE PLANS  
 BUILDING 12 PLAN  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

NOTES:  
 The thicker floor plans were provided by C.A.D. Corporation, P.A.  
 Box 3563, Cornell N 49382, for reference only.  
 Outside dimensions by The Schaefer Corporation as shown on Sheet  
 11A for Building 12.



SEE SHEET 109 FOR UNIT TYPE COULDER FOOTING  
 1st FLOOR - 20x20 IN. C.I. COL.  
 2nd FLOOR - 20x20 IN. C.I. COL.  
 3rd FLOOR - 20x20 IN. C.I. COL.

SEE SHEET 108 FOR UNIT TYPE COULDER FOOTING  
 1st FLOOR - 20x20 IN. C.I. COL.  
 2nd FLOOR - 20x20 IN. C.I. COL.  
 3rd FLOOR - 20x20 IN. C.I. COL.

ENGINEER'S CERTIFICATE

This is to certify that the above referenced set of floor plans was prepared and accurately depicts the layout, location, and dimensions of the construction shown on this plan.

Dated this 23rd day of September, 2003.

*James H. Shapiro*  
 Registered Land Surveyor  
 License # 889013



UNIT SQUARE FOOTAGE	
1001 - TYPE "A"	
FIRST FLOOR	829 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,677 sq. ft.
COVERED PORCH	97 sq. ft.
PERGOLA	10 sq. ft.
TOTAL UNDER ROOF - 1,792 sq. ft.	
1002 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1003 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1004 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1005 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1006 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1007 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1008 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1009 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1010 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1011 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	
1012 - TYPE "A"	
FIRST FLOOR	843 sq. ft.
SECOND FLOOR	848 sq. ft.
TOTAL	1,691 sq. ft.
COVERED PORCH	53 sq. ft.
TOTAL UNDER ROOF - 1,744 sq. ft.	

UNITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

SHEET 11 B

REVISIONS: 1. CHANGE FROM SHEET 11A - 22 SEP 03

MARION COUNTY RECORDER  
 OCTOBER 15, 2003 12:04 PM  
 2003 - 0229749

# REPLAT OF PART OF BLOCK 'F' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

THIS INSTRUMENT PREPARED BY:  
James M. Mulryan  
Registered Land Surveyor  
Indiana #860013  
The Schneider Corporation  
2801 Otis Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100

MARION COUNTY RECORDER  
RECORDED AUGUST 26, 2003  
2003-0175507

A part of Block "F" of Parkside at Georgetown Condominium as recorded in Instrument #2002-0233978 in the Office of the

Recorder of Marion County, Indiana being:

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.46 feet, along said right of way line to a point on the East right of way line of Georgetown Road; thence North 24 degrees 308.03 feet along an arc to the left and having a radius of 1,944.65 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 23 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (dead) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 03 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

ASSUMED NORTH  
N.T.S.

JAY OF  
PIKE TOWNSHIP ASSESSOR  
CRAFTSMAN

### SURVEYOR'S CERTIFICATE

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

GIVEN MY HAND AND SEAL OF INDIANAPOLIS, Indiana this 16<sup>th</sup> day of JULY, 2003.

By James M. Mulryan  
Registered Land Surveyor  
Indiana #860013

STATE OF INDIANA } SS  
COUNTY OF MARION }

Before me a notary public in and for said county and state, personally appeared James M. Mulryan, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature, thereto.

Witness my signature and seal this 16<sup>th</sup> day of JULY, 2003.

My commission expires            day of           , 20          .

Notary Public

Signature

Printed Name

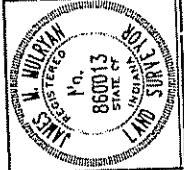
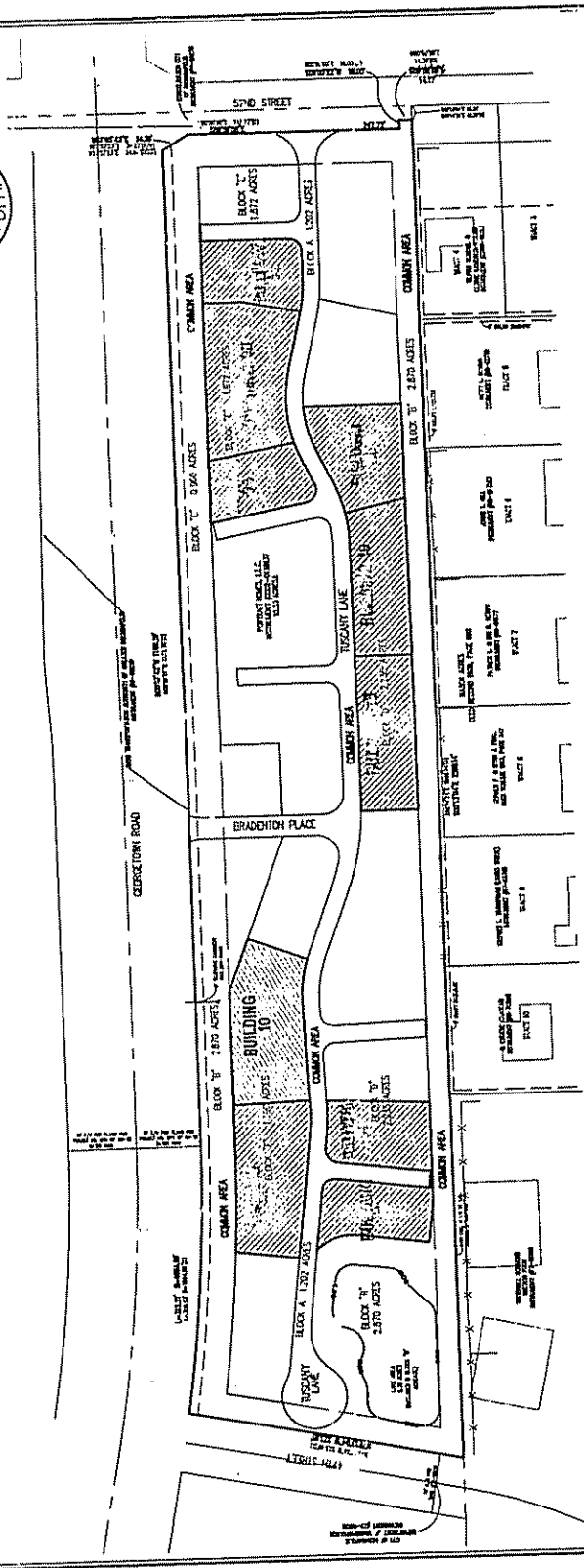
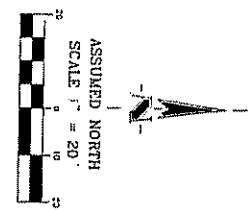
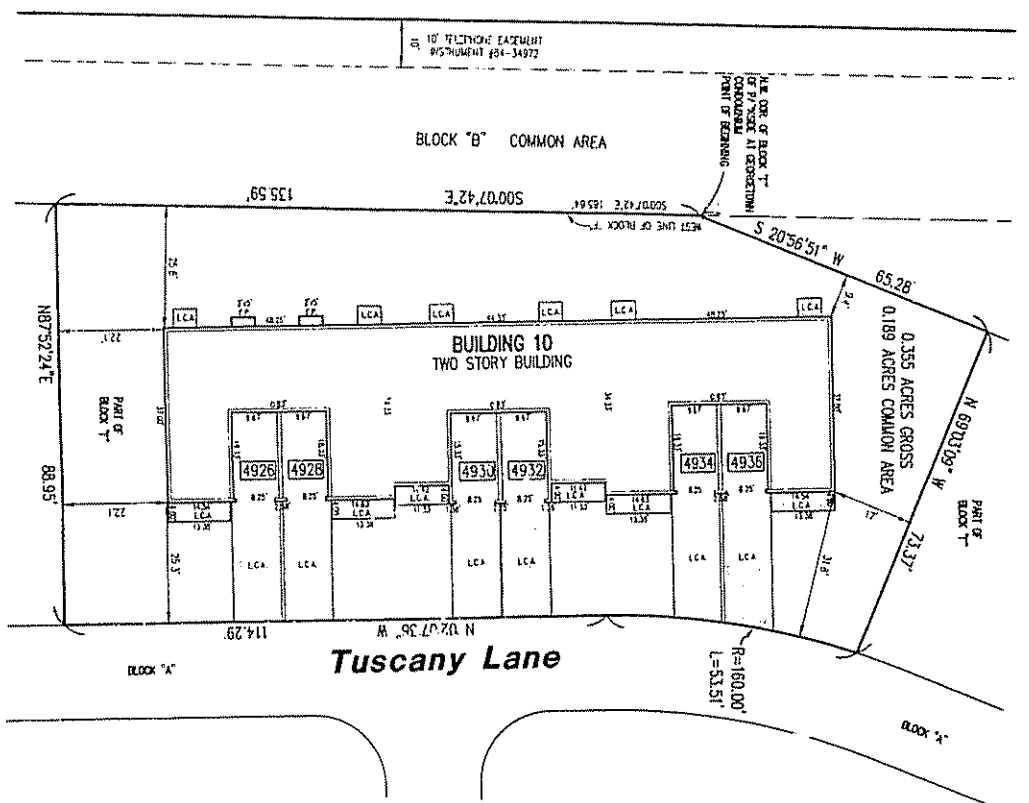


EXHIBIT 'A'  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING 10

D, A, S.E. = DRAINAGE AND SEWER EASEMENT  
V.E. = EGRESS EASEMENT  
D.E. = DRAINAGE EASEMENT  
B.L. = BUILDING LINE  
E.C. = UNIT ADDRESS

THIS INSTRUMENT PREPARED BY:  
 James M. Mulhryn  
 The Schröder Corporation  
 6901 Olive Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

L.C.A. = LIMITED COMMON AREA  
 D. & S.E. = DRIVEWAY AND SIDEWALK EXHIBIT  
 I.Y.E. = INTERESS FORENSI EXHIBIT  
 B.E. = BOUNDARY EXHIBIT  
 F.E. = FENCE LINE  
 F.P. = FENCE LINE



**BUILDING 10 IN PART OF BLOCK "F" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARKSIDE AT GEORGETOWN - BUILDING 10**

A part Block "F" in the Conditional Final Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2002-021379 in the Office of the Recorder, Marion County, Indiana) being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 15 North, Range 3 East, Park Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at the northwest corner of said Block "F"; thence South 00 degrees 07 minutes 42 seconds East (assumed bearing) along the west line of said Block "F" a distance of 135.59, thence North 87 degrees 57 minutes 24 seconds East a distance of 26.25 feet to the west line of Block "A"; thence east 2 courses being along said east line: (1) North 02 degrees 07 minutes 36 seconds West a distance of 114.73 feet to a tangent curve to the right having a radius of 160.00 feet the radius point of said curve being 80.49 degrees 32 minutes 24 seconds East; (2) thence northwesterly along said curve an arc distance of 53.51 minutes 09 seconds West a distance of 72.09 feet to the westerly line of said Block "F"; thence South 70 degrees 56 minutes 51 seconds West along said westerly line a distance of 83.29 feet to the front of 99th Street, containing 0.355 acres more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schröder Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein does in a correct representation of said survey. All distances are shown in feet and decimal fractions thereof.

Given my hand and seal of Indianapolis, Indiana this 30<sup>th</sup> day of July, 2003.

By: *James M. Mulhryn*  
 James M. Mulhryn  
 Registered Land Surveyor  
 Indiana #260013

STATE OF INDIANA )  
 COUNTY OF MARION ) SS

Before me a notary public in and for said county do, state, personally appeared James M. Mulhryn, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 30<sup>th</sup> day of July, 2003.

By commission expires Jan 23, 2004  
 Notary Public  
 County of residence \_\_\_\_\_  
 My office \_\_\_\_\_  
 State Name \_\_\_\_\_

In testimony whereof, witness the signatures of Donnie and Debra Ann this 5<sup>th</sup> day of August, 2003.

Donnie  
 Personal Home, LLC, or Home Limited Liability Company, authorized to do business in Indiana  
 By: \_\_\_\_\_  
 (Indicate if Resigned) Title (Printed)

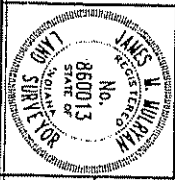
STATE OF INDIANA )  
 COUNTY OF MARION ) SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Pappalardo, member of Parkside Home, LLC, an Illinois Limited Liability Company authorized to do business in Indiana, on a date acknowledged to the execution of this instrument on his/her voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 5<sup>th</sup> day of August, 2003.

By commission expires \_\_\_\_\_  
 Notary Public  
 My office \_\_\_\_\_  
 State Name \_\_\_\_\_

Printed Name: Michael J. Pappalardo  
 Signature: \_\_\_\_\_  
 County of residence \_\_\_\_\_



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 10**

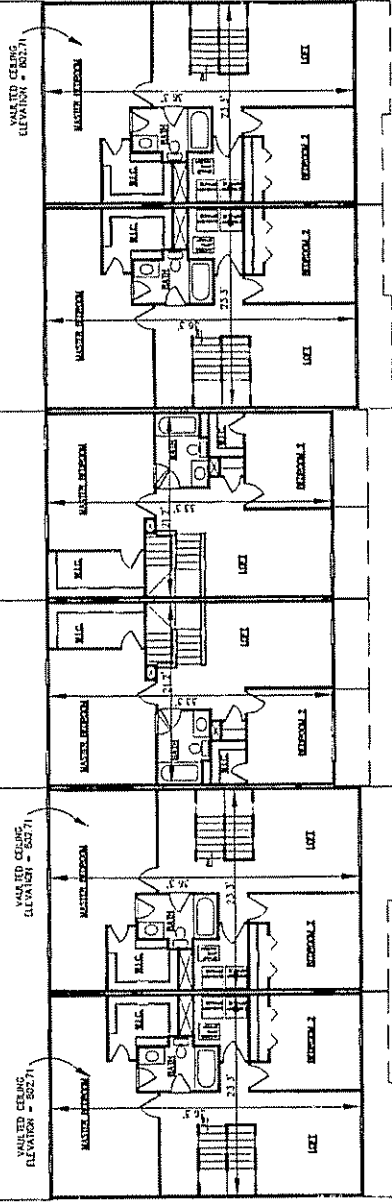
**SHEET NO. A**

# THE PLANS BUILDING 10 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

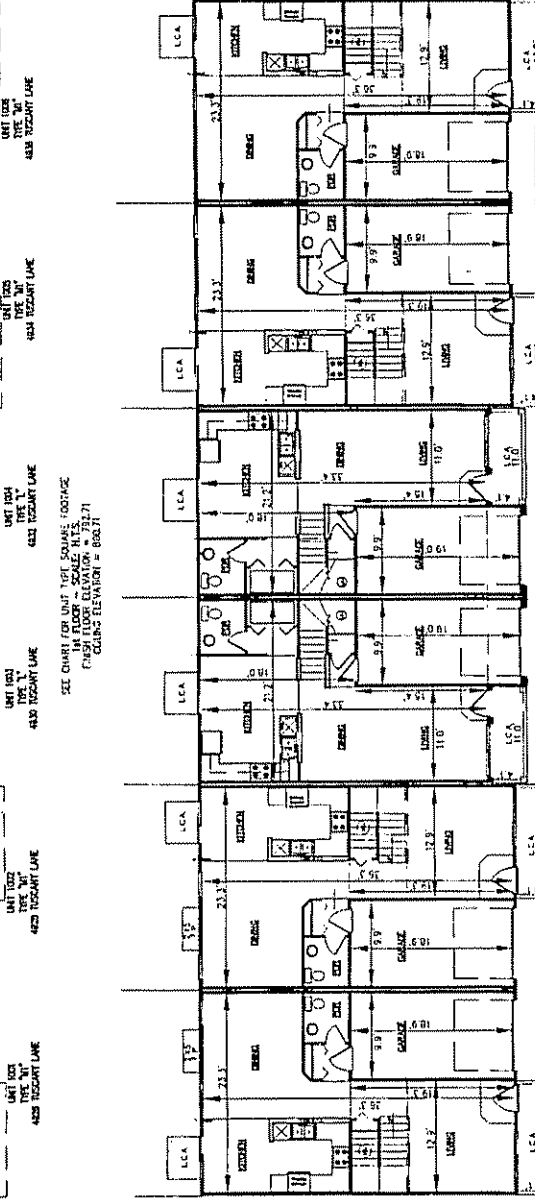
THIS INSTRUMENT PREPARED BY:  
James M. Mulvey  
Registered Land Surveyor  
Indiana #860013  
The Schneider Corporation  
8901 Olive Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-626-7100

L.C.A. = LIMITED COMMON AREA  
D. & S.E. = DRAINAGE AND SEWER EASEMENT  
I/E = INGRESS/EGRESS EASEMENT  
D/E = DRAINAGE EASEMENT  
B/E = BENCH MARK  
F.P. = FIRE PLAC

NOTES:  
The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3553, Carmel IN 46032, for reference only.  
Outside dimensions by The Schneider Corporation as shown on Sheet 10A for Building 10.



UNITS SQUARE FOOTAGE	
1001 - TYPE "M"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 845 sq. ft.	
TOTAL - 1,491 sq. ft.	
GARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
PRELACE - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	
1002 - TYPE "M"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 845 sq. ft.	
TOTAL - 1,491 sq. ft.	
GARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
PRELACE - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	
1003 - TYPE "L"	
FIRST FLOOR - 557 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,263 sq. ft.	
GARAGE - 192 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,499 sq. ft.	
1004 - TYPE "L"	
FIRST FLOOR - 557 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,263 sq. ft.	
GARAGE - 192 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,499 sq. ft.	
1005 - TYPE "M"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 845 sq. ft.	
TOTAL - 1,491 sq. ft.	
GARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
TOTAL UNDER ROOF - 1,721 sq. ft.	
1006 - TYPE "M"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 845 sq. ft.	
TOTAL - 1,491 sq. ft.	
GARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
TOTAL UNDER ROOF - 1,721 sq. ft.	



UNITS SQUARE FOOTAGE	
1005 - TYPE "M"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 845 sq. ft.	
TOTAL - 1,491 sq. ft.	
GARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
PRELACE - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	
1006 - TYPE "M"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 845 sq. ft.	
TOTAL - 1,491 sq. ft.	
GARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
PRELACE - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	
1007 - TYPE "L"	
FIRST FLOOR - 557 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,263 sq. ft.	
GARAGE - 192 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,499 sq. ft.	
1008 - TYPE "L"	
FIRST FLOOR - 557 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,263 sq. ft.	
GARAGE - 192 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,499 sq. ft.	



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
1st FLOOR - SCALE: 1/8" = 1'-0"  
2nd FLOOR - SCALE: 1/8" = 1'-0"  
CEILING ELEVATION = 802.71

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
1st FLOOR - SCALE: 1/8" = 1'-0"  
2nd FLOOR - SCALE: 1/8" = 1'-0"  
CEILING ELEVATION = 802.71

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
1st FLOOR - SCALE: 1/8" = 1'-0"  
2nd FLOOR - SCALE: 1/8" = 1'-0"  
CEILING ELEVATION = 802.71

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
1st FLOOR - SCALE: 1/8" = 1'-0"  
2nd FLOOR - SCALE: 1/8" = 1'-0"  
CEILING ELEVATION = 802.71

UNIT 1001  
TYPE "M"  
453 TUGBOAT LAKE

UNIT 1002  
TYPE "M"  
454 TUGBOAT LAKE

UNIT 1003  
TYPE "L"  
455 TUGBOAT LAKE

UNIT 1004  
TYPE "L"  
456 TUGBOAT LAKE

UNIT 1005  
TYPE "M"  
457 TUGBOAT LAKE

UNIT 1006  
TYPE "M"  
458 TUGBOAT LAKE

UNIT 1007  
TYPE "L"  
459 TUGBOAT LAKE

UNIT 1008  
TYPE "L"  
460 TUGBOAT LAKE

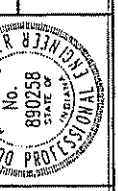
STATE OF INDIANA | 33  
COUNTY OF WARRICK

I, the undersigned, being duly sworn, depose and say that the above referenced set of floor plans, layout and accurately depicts the layout, location, unit numbers, and dimensions of the condominium units as shown on the attached drawings.

Witness my signature and seal this 30th day of July, 2003.

My commission expires \_\_\_\_\_ County of residence \_\_\_\_\_

Notary Public \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_



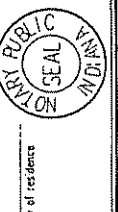
R. A. Sharpe  
Professional Engineer  
No. 890258  
State of Indiana

I, the undersigned, being duly sworn, depose and say that the above referenced set of floor plans, layout and accurately depicts the layout, location, unit numbers, and dimensions of the condominium units as shown on the attached drawings.

Witness my signature and seal this 30th day of July, 2003.

My commission expires \_\_\_\_\_ County of residence \_\_\_\_\_

Notary Public \_\_\_\_\_  
Signature \_\_\_\_\_  
Printed Name \_\_\_\_\_



UNITED COMMON AREA

PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING 10

SHEET 10 B  
R. A. SHARPE, REGISTERED PROFESSIONAL ENGINEER - No. 890258 - JULY 29, 2003

THIS INSTRUMENT PREPARED BY:  
 James M. Maloyan  
 Registered Land Surveyor  
 Indiana #860013  
 The Schneider Corporation  
 6901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-828-7100

INSTR #  
 2003-0163003



**REPLAT OF PART OF BLOCK 7  
 OF PARKSIDE AT  
 GEORGETOWN  
 CONDOMINIUM**

HARRIA A WONACKS APPROVED THIS 8/19/03  
 HARRIS COUNTY, TEXAS  
 DAY OF JULY 2003  
 484162 AUG-68  
 PRE-TOWNSHIP ASSESSOR  
 STATE OF TEXAS  
 COUNTY OF HARRIS  
 FOR TRANSFER DRAPSMAN & HUBBARD  
 J. H. Hubby

ASSUMED NORTH  
 N.T.S.

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Registered Land Surveyor and that the plat hereon shown is a correct representation of field survey. All distances are shown in feet and decimal thereof.

Given my hand and seal of notary public, before this 8/19/03 day of July 2003.

*James M. Maloyan*  
 James M. Maloyan  
 Registered Land Surveyor  
 Indiana #860013

STATE OF INDIANA )  
 COUNTY OF MADISON ) SS

Before me a notary public in and for said county and state, personally appeared James M. Maloyan, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature hereto.

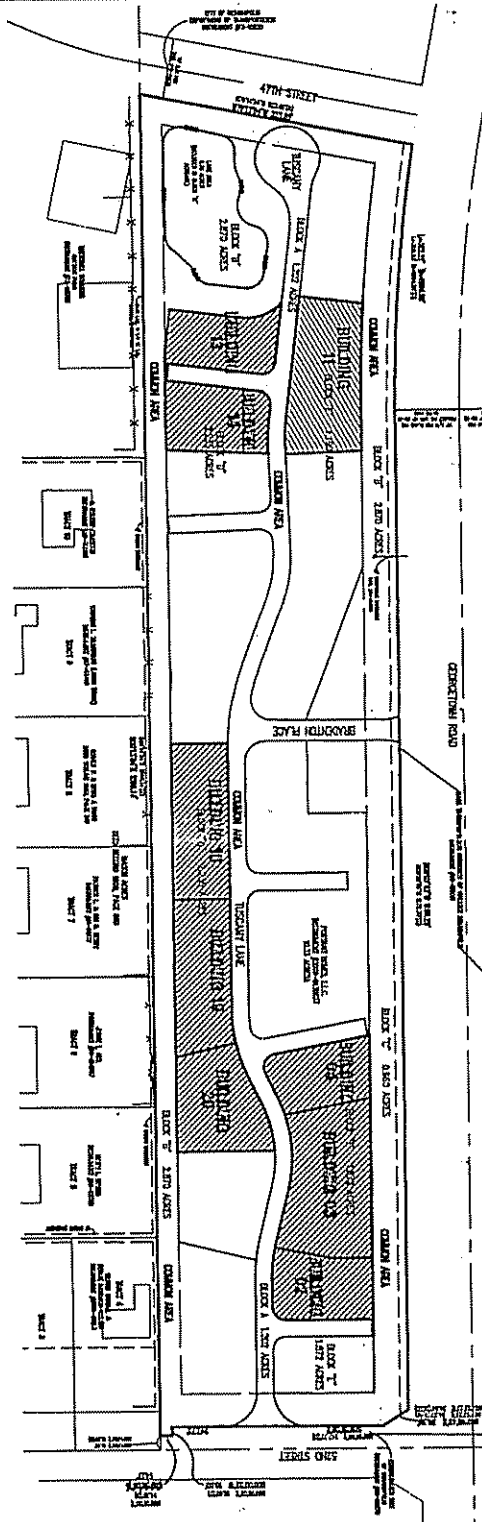
Witness my signature and seal this 8/19/03 day of July 2003.

My commission expires 12/31/04  
 Notary Public *Harold K. Hancock*  
 Notary Public  
 Harold K. Hancock  
 County of Indiana



A part of Block 7<sup>1</sup> of Parkside at Georgetown Condominium as recorded in Instrument #2002-023307B in the Office of the Recorder of Marion County, Indiana being:

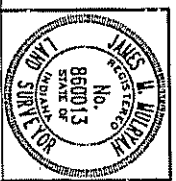
Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 24 minutes 24 seconds East 1,553.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 309.03 feet along on arc to the left, and having a radius of 1,984.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 0 degrees East 34.94 feet (assumed) along said East right of way line to a point on the South right of way line of West 50th Street; thence North 09 minutes 00 seconds East 60 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 59 degrees 00 minutes 00 seconds East 1030 feet along said South right of way line; thence North 59 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, containing 10,333 acres more or less.



INSTR #  
 2003-0163003

D. & S.E. - DRAWING AND SURVEY EXHIBIT  
 I/E - MEASUREMENT EXHIBIT  
 B/E - BOUNDARY EXHIBIT  
 B/L - BUILDING LIE  
 B/O - UNIT ADDRESS

RECORDED IN THE RECORDS OF MARION COUNTY, INDIANA  
 07 9 30 AM '03  
 RECEIVED FOR RECORD



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

SHEET 9

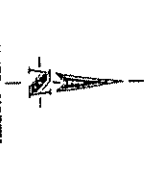
THIS INSTRUMENT PREPARED BY:  
 James H. Mathys  
 The Sander Corporation  
 3801 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-625-7100

L.C.A. = LAMAR COUNTY AREA  
 D & S.C. = DEED AND SURVEY ELEMENT  
 P.F. = PARTIAL FURNISH  
 D.L. = DEED LINE  
 R.C.A. = RICHMOND COUNTY AREA  
 P.F. = PARTIAL FURNISH

INSTR #  
 2003-0163003

**BUILDING 11 IN PART OF BLOCK "F" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

PARKSIDE AT GEORGETOWN - BUILDING 11



STATE OF INDIANA }  
 COUNTY OF WELLS }  
 ss  
 I, James H. Mathys, Surveyor, do hereby certify that the above described property was surveyed by the Sander Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimal thereof.  
 Given my hand and seal of Indiana, Indiana, this 28<sup>th</sup> day of July, 2003.

James H. Mathys  
 Surveyor  
 Indiana #00013



STATE OF INDIANA }  
 COUNTY OF WELLS }  
 ss  
 I, Elizabeth, do hereby certify that the above described property was surveyed by the Sander Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimal thereof.  
 Given my hand and seal of Indiana, Indiana, this 28<sup>th</sup> day of July, 2003.

Elizabeth  
 Surveyor  
 Indiana #00013

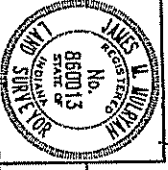
Printed Name: De Decker  
 Title: Secretary  
 County of Residence: Hancock

Owner: Parcel 1096, A.C. on Grand United Liability Company, authorized to do business in Indiana  
 Parcel 1096, A.C. on Grand United Liability Company, authorized to do business in Indiana  
 (Name required by (Owner))

STATE OF INDIANA }  
 COUNTY OF WELLS }  
 ss  
 I, Elizabeth, do hereby certify that the above described property was surveyed by the Sander Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimal thereof.  
 Given my hand and seal of Indiana, Indiana, this 28<sup>th</sup> day of July, 2003.

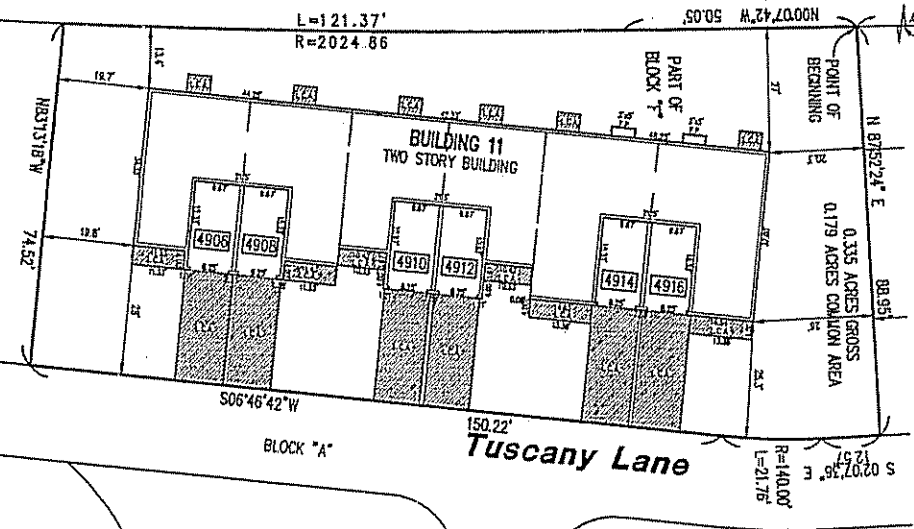
By commission expires 5-19-07  
 Elizabeth  
 Secretary  
 County of Residence: Hancock

Printed Name: Robert W.G. Richardson  
 Title: President  
 County of Residence: Hancock



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 11

SHEET 9A



RECEIVED AND RECORDED  
 7003 AUG -6 PM 4:08  
 WELLS COUNTY  
 MARION COUNTY RECORDER

17 TELEPHONE EASEMENT  
 INSTRUMENT 04-34872

BLOCK "B" COMMON AREA

BLOCK "B" COMMON AREA

INSTR #  
 2003-0163003



INSTR #  
2003-0163003

RECEIVED FOR RECORD  
2003 AUG -6 PM 4: 08

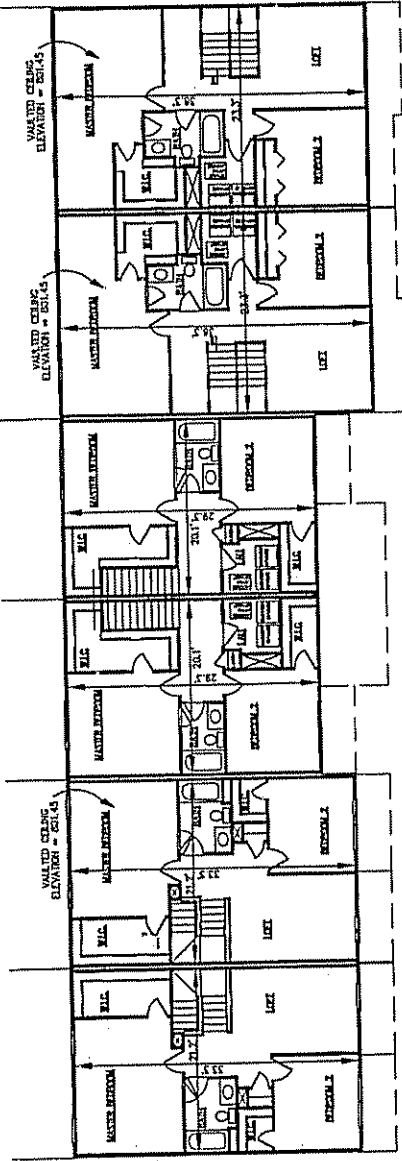
# THE PLANS BUILDING #1 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

LCA = LIMITED COMMON AREA  
D & SE = DRAINAGE AND SEWER EASEMENT  
VA = VARIANCE EASEMENT  
OE = OFFSET EASEMENT  
BL = BUILDING LINE  
EPOD = UNIT ADDRESS  
FP = FIREPLACE

THIS INSTRUMENT PREPARED BY:  
James M. Mulvey  
Registered Land Surveyor  
Indiana #860013  
The Schneider Corporation  
8901 Olds Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100

The interior floor plans were provided by C.A.D. Corporation, P.O. Box 1002, Richmond, Indiana 47401, for reference only.

Outside dimensions by The Schneider Corporation as shown on Sheet 9A for Building #1.

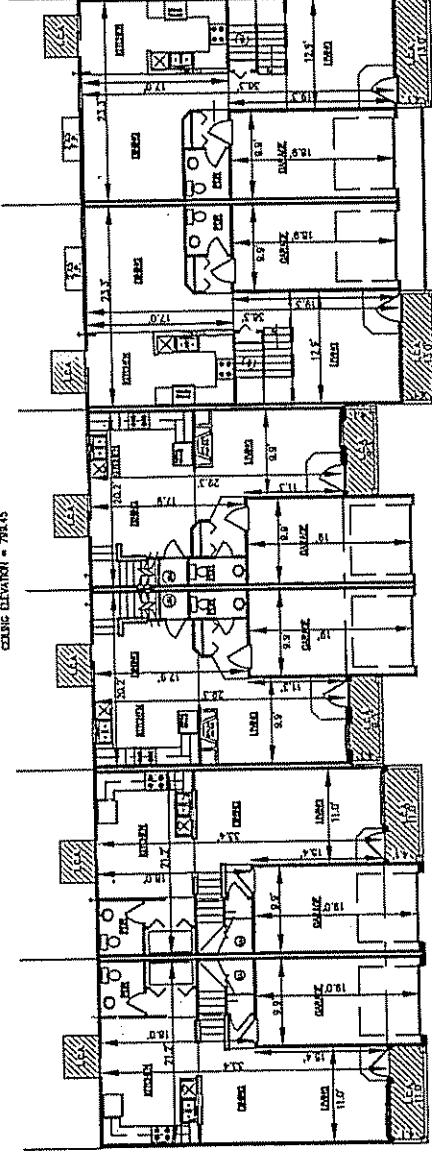


UNIT 101  
TYPE 'L'  
4TH STREET LINE  
4TH STREET LINE

UNIT 102  
TYPE 'L'  
4TH STREET LINE  
4TH STREET LINE

UNIT 103  
TYPE 'L'  
4TH STREET LINE  
4TH STREET LINE

UNIT 104  
TYPE 'L'  
4TH STREET LINE  
4TH STREET LINE



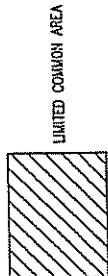
UNIT 105  
TYPE 'X'  
4TH STREET LINE  
4TH STREET LINE

UNIT 106  
TYPE 'X'  
4TH STREET LINE  
4TH STREET LINE

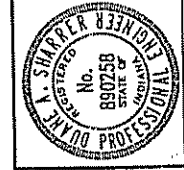
UNIT 107  
TYPE 'X'  
4TH STREET LINE  
4TH STREET LINE

UNIT 108  
TYPE 'X'  
4TH STREET LINE  
4TH STREET LINE

UNITS SQUARE FOOTAGE	
1101 - TYPE 'L'	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 740 sq. ft.	
TOTAL - 1,291 sq. ft.	
CARAGE - 108 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,444 sq. ft.	
1102 - TYPE 'L'	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 740 sq. ft.	
TOTAL - 1,291 sq. ft.	
CARAGE - 108 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,490 sq. ft.	
1103 - TYPE 'X'	
FIRST FLOOR - 474 sq. ft.	
SECOND FLOOR - 589 sq. ft.	
TOTAL - 1,063 sq. ft.	
CARAGE - 108 sq. ft.	
COVERED PORCH - 39 sq. ft.	
TOTAL UNDER ROOF - 1,209 sq. ft.	
1104 - TYPE 'X'	
FIRST FLOOR - 474 sq. ft.	
SECOND FLOOR - 589 sq. ft.	
TOTAL - 1,063 sq. ft.	
CARAGE - 108 sq. ft.	
COVERED PORCH - 39 sq. ft.	
TOTAL UNDER ROOF - 1,209 sq. ft.	
1105 - TYPE 'M'	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 846 sq. ft.	
TOTAL - 1,491 sq. ft.	
CARAGE - 108 sq. ft.	
COVERED PORCH - 53 sq. ft.	
REPLACE - 10 sq. ft.	
TOTAL UNDER ROOF - 1,711 sq. ft.	
1106 - TYPE 'M'	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 846 sq. ft.	
TOTAL - 1,491 sq. ft.	
CARAGE - 108 sq. ft.	
COVERED PORCH - 53 sq. ft.	
REPLACE - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	



LIMITED COMMON AREA



ENGINEER'S CERTIFICATE  
This is to certify that the above referenced set of floor plans, site, and exterior elevations of the proposed building, including all dimensions of the condominium units and all other details, have been prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Indiana.  
Given my hand and seal of Indianapolis, Indiana this 10th day of JULY 2003.  
A. Shaker  
Professional Engineer  
Indiana #890258



STATE OF INDIANA )  
COUNTY OF WARRICK ) SS  
I, Notary Public, do hereby certify that the above named A. Shaker is a duly Licensed Professional Engineer in the State of Indiana.  
Witness my signature and seal this 10th day of JULY 2003.  
My commission expires 10-18-08.  
Notary Public: *[Signature]*  
Printed Name: *[Name]*

PARKSIDE AT GEORGETOWN  
CONDOMINIUM

BUILDING #1

SHEET 9 B

REVISIONS TO PLANS SHEETS DWG - 10 - 8 JUL 03

THIS INSTRUMENT PREPARED BY:  
 James M. Maloyan  
 Registered Land Surveyor  
 Indiana #860013  
 The Schrader Corporation  
 19901 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

INSTR #  
 2003-0163003



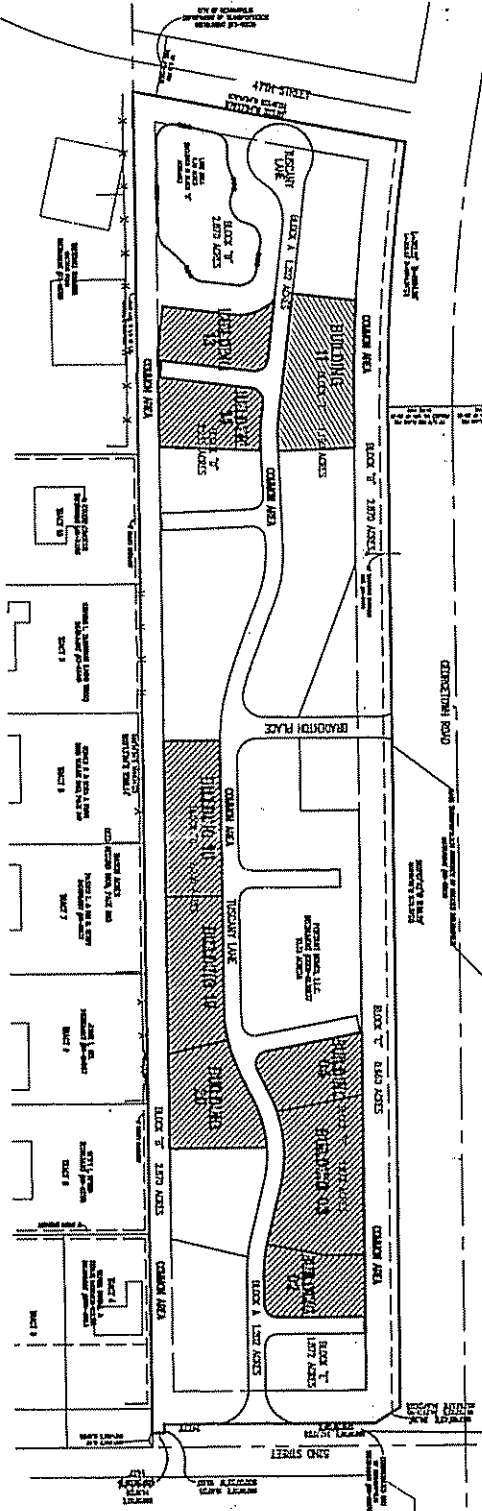
**REPLAT OF PART OF BLOCK 7<sup>th</sup>  
 OF PARKSIDE AT  
 GEORGETOWN  
 CONDOMINIUM**

HARRITA A. WORKMAN APPROVED THIS 31<sup>st</sup>  
 DAY OF JULY 2003  
 484 / 62 AUG-6-8  
 PINE TOWNSHIP ASSESSOR  
 SUPERVISOR FOR INSURANCE  
 DRAFTSMAN  
 [Signature]

ASSURED NORTH  
 M.T.S.

A part of Block 7<sup>th</sup> of Parkside at Georgetown Condominium as recorded in Instrument #2002-0233978 in the Office of the Recorder of Marion County, Indiana being:

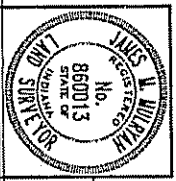
Beginning of a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northwest corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,559.14 feet along the East line of said half quarter section to the North line of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road, thence northerly 309.03 feet along an arc to the left and having a radius of 1,994.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (total) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 50th Street; thence North 90 degrees East 16.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 16.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.35 feet along said South right of way line to the Point of Beginning, containing 10,333 acres more or less.



INSTR #  
 2003-0163003

D & SE - PARKSIDE AND SEWER EASEMENT  
 1/4 - NORTHWEST CORNER EASEMENT  
 1/4 - EASEMENT EASEMENT  
 1/4 - EASEMENT EASEMENT  
 1/4 - EASEMENT EASEMENT

RECEIVED FOR RECORD  
 07 14 PM '03 AUG 08 2003  
 HARRITA A. WORKMAN  
 PINE TOWNSHIP ASSESSOR  
 SUPERVISOR FOR INSURANCE



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

SHEET 9

THIS INSTRUMENT PREPARED BY:  
**James W. Madrym**  
 The Schneider Corporation  
 2901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-825-7100

L.C.A. = LEASED COMMON AREA  
 D.S.C. = DRIVEWAY AND SIDEWALK  
 I.P. = IMPROVED EGRESS EXISTENT  
 O.E. = ORIGINAL EASEMENT  
 O.L.L. = ORIGINAL LOT  
 P.O. = PARTIAL OWNERSHIP  
 P.S. = PARTIAL SURVEY

INSTR #  
 2003-0163003

**BUILDING 11 IN PART OF BLOCK "B" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARKSIDE AT GEORGETOWN - BUILDING 11**

A part Block "B" in the Conditional Plat Plat of Parkside at Georgetown Condominium (referred to hereinafter as "Instrument 1 2003-0213718") in the Office of the Recorder, Marion County, Indiana, hereby being a condominium project in the West Half of the Southern Quarter of Section 7, Township 19 North, Range 3 East, 7th Principal Meridian, Marion County, Indiana, and being more particularly described on the plat.

Commencing at the Northwest corner of said Block "B"; thence South 00 degrees 07 minutes 42 seconds East (measured Backsight) along the west line of said Block "B" a distance of 135.59 feet to the Point of Beginning; thence South 09 degrees 42 minutes 34 seconds East a distance of 82.55 feet to the west line of Block "A"; thence West 03 degrees 59 minutes 30 seconds East a distance of 172.97 feet to a temporary point (1) South 02 degrees 07 minutes 35 seconds East a distance of 172.97 feet to a temporary point (2) thence South 02 degrees 07 minutes 35 seconds East a distance of 172.97 feet to a temporary point (3) thence South 02 degrees 07 minutes 35 seconds East a distance of 172.97 feet to a temporary point (4) thence North 84 degrees 13 minutes 18 seconds West a distance of 74.59 feet to a point which bears South 35 degrees 11 minutes 18 seconds East from said temporary point (4) thence North 84 degrees 13 minutes 18 seconds West a distance of 74.59 feet to the North corner of said Block "B"; thence East 2 corners being along said temporary line, first one a distance of 74.59 feet to the North corner of said Block "B"; thence East 00 degrees 07 minutes 42 seconds West a distance of 82.55 feet to the Point of Beginning, containing 0.135 acres more or less.

**STATEMENT OF CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of our Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given by hand and seal of Indianapolis, Indiana this 22<sup>nd</sup> day of July, 2003.

STATE OF INDIANA )  
 ) SS  
 COUNTY OF MARION )  
 )  
 I, **James W. Madrym**,  
 Registered Land Surveyor  
 Indiana #60013

Whereas a plat of a survey in and for said county and state, prepared by James W. Madrym, Registered Land Surveyor, and duly acknowledged the execution of this instrument on his/her voluntary act and deed and offered the signature thereto.

Whereas my spouse and said the 22<sup>nd</sup> day of July, 2003.

By commission of **Elizabeth**,  
 County of Marion

Wife of **Deborah**  
 Signature

Printed Name **Deborah**

in Testimony whereof, witness the signatures of Owner and husband the 22<sup>nd</sup> day of July, 2003.

Owner:  
**Parkside Homes, L.L.C.**, an Equal Opportunity Company, authorized to do business in Indiana  
 By **Michael J. ...**  
 Vice President  
 (Residential) (S. (owner))

STATE OF INDIANA )  
 ) SS  
 COUNTY OF MARION )  
 )  
 I, **James W. Madrym**,  
 Registered Land Surveyor  
 Indiana #60013

Whereas my spouse and said the 22<sup>nd</sup> day of July, 2003.

By commission of **Elizabeth**,  
 County of Marion

Wife of **Deborah**  
 Signature

Printed Name **Deborah**

in Testimony whereof, witness the signatures of Owner and husband the 22<sup>nd</sup> day of July, 2003.

Owner:  
**Parkside Homes, L.L.C.**, an Equal Opportunity Company, authorized to do business in Indiana, and duly acknowledged the execution of this instrument on his/her voluntary act and deed and offered the signature thereto.

Whereas my spouse and said the 22<sup>nd</sup> day of July, 2003.

By commission of **Elizabeth**,  
 County of Marion

Wife of **Deborah**  
 Signature

CORPORATE SEAL:  
 James W. Madrym  
 Registered Land Surveyor  
 Indiana #60013

STATE OF INDIANA )  
 ) SS  
 COUNTY OF MARION )  
 )  
 I, **James W. Madrym**,  
 Registered Land Surveyor  
 Indiana #60013

Printed Name **Deborah**

in Testimony whereof, witness the signatures of Owner and husband the 22<sup>nd</sup> day of July, 2003.

Owner:  
**Parkside Homes, L.L.C.**, an Equal Opportunity Company, authorized to do business in Indiana, and duly acknowledged the execution of this instrument on his/her voluntary act and deed and offered the signature thereto.

Whereas my spouse and said the 22<sup>nd</sup> day of July, 2003.

By commission of **Elizabeth**,  
 County of Marion

Wife of **Deborah**  
 Signature

CORPORATE SEAL:  
 James W. Madrym  
 Registered Land Surveyor  
 Indiana #60013

STATE OF INDIANA )  
 ) SS  
 COUNTY OF MARION )  
 )  
 I, **James W. Madrym**,  
 Registered Land Surveyor  
 Indiana #60013

Printed Name **Deborah**

in Testimony whereof, witness the signatures of Owner and husband the 22<sup>nd</sup> day of July, 2003.

Owner:  
**Parkside Homes, L.L.C.**, an Equal Opportunity Company, authorized to do business in Indiana, and duly acknowledged the execution of this instrument on his/her voluntary act and deed and offered the signature thereto.

Whereas my spouse and said the 22<sup>nd</sup> day of July, 2003.

By commission of **Elizabeth**,  
 County of Marion

Wife of **Deborah**  
 Signature

CORPORATE SEAL:  
 James W. Madrym  
 Registered Land Surveyor  
 Indiana #60013

STATE OF INDIANA )  
 ) SS  
 COUNTY OF MARION )  
 )  
 I, **James W. Madrym**,  
 Registered Land Surveyor  
 Indiana #60013

Printed Name **Deborah**

in Testimony whereof, witness the signatures of Owner and husband the 22<sup>nd</sup> day of July, 2003.

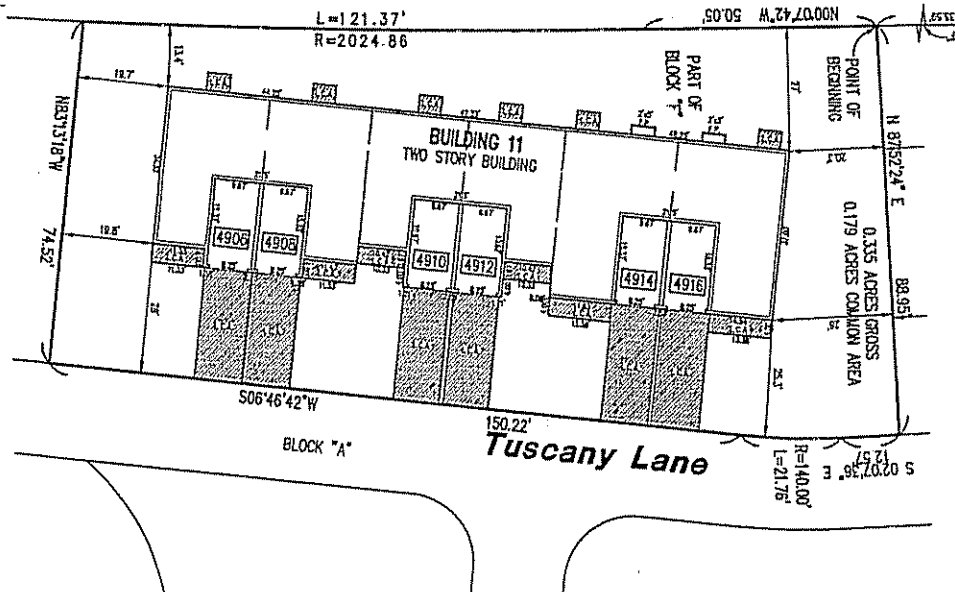
Owner:  
**Parkside Homes, L.L.C.**, an Equal Opportunity Company, authorized to do business in Indiana, and duly acknowledged the execution of this instrument on his/her voluntary act and deed and offered the signature thereto.

Whereas my spouse and said the 22<sup>nd</sup> day of July, 2003.

By commission of **Elizabeth**,  
 County of Marion

Wife of **Deborah**  
 Signature

CORPORATE SEAL:  
 James W. Madrym  
 Registered Land Surveyor  
 Indiana #60013



RECEIVED FOR RECORD  
 2003 AUG -6 PM 4:08  
 MARION COUNTY RECORDER  
 117 TELEPHONE EASEMENT INSTRUMENT #94-34872

BLOCK "B" COMMON AREA

BLOCK "B" COMMON AREA

INSTR. #  
2003-0163003

RECEIVED FOR RECORD  
2003 AUG - 6 PM 4: 08 NOTES:

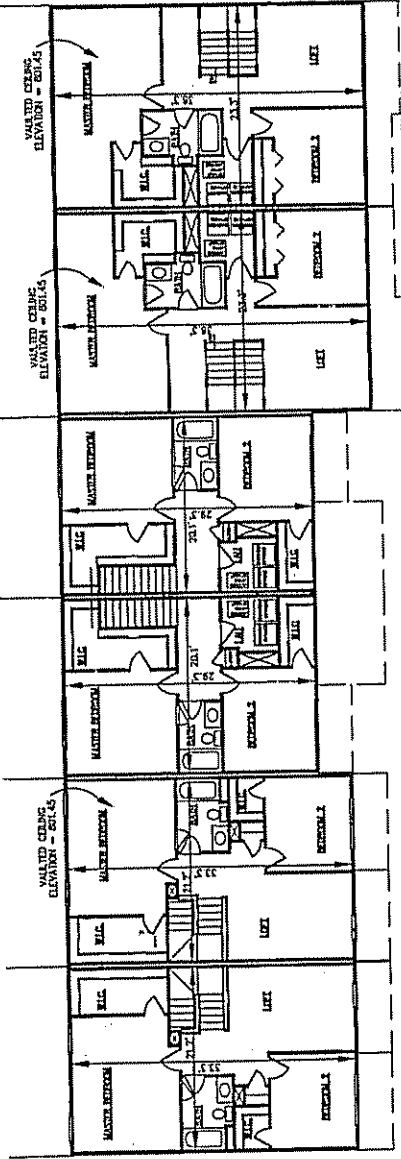
**THE PLANS  
BUILDING #1 PLAN  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM**

L.C.A. = LIMITED COMMON AREA  
D.A.S.E. = DRAINAGE AND SEWER EASEMENT  
D.E. = DRAINAGE EASEMENT  
E.L. = BUILDING LINE  
E.F. = UNIT ADDRESS  
P.F. = FIREPLACE

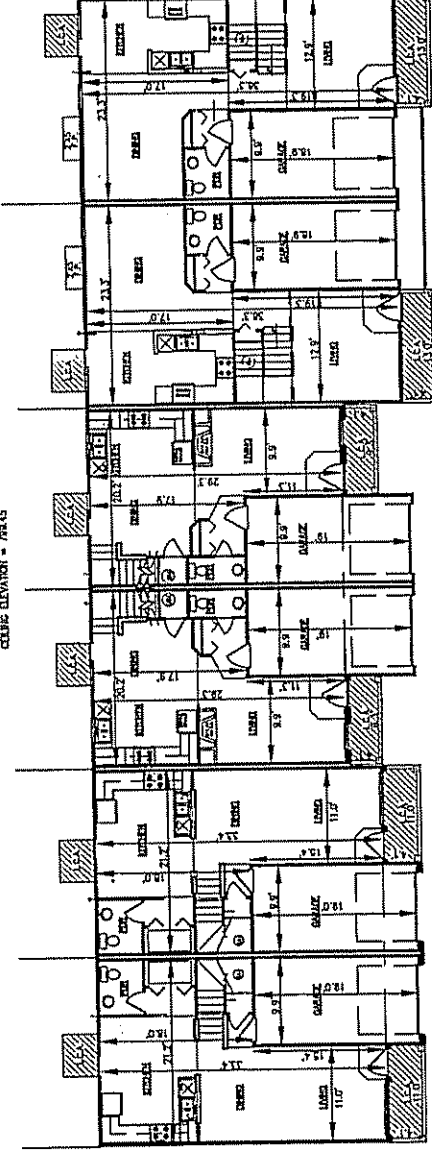
THIS INSTRUMENT PREPARED BY:  
James M. Milroyen  
Registered Land Surveyor  
Indiana #8900013  
The Schneider Corporation  
8901 Otis Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100

The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 46032, for reference only.

Outside dimensions by The Schneider Corporation as shown on Sheet SA for Building #1.



UNIT 1101 TYPE 'L' 4000 REZONANT LINE  
UNIT 1102 TYPE 'L' 4000 REZONANT LINE  
UNIT 1103 TYPE 'L' 4000 REZONANT LINE  
SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
IN FLOOR PLANS IN THIS SET  
FINISH FLOOR ELEVATION = 78.45  
CEILING ELEVATION = 78.45



UNIT 1104 TYPE 'X' 4000 REZONANT LINE  
UNIT 1105 TYPE 'X' 4000 REZONANT LINE  
UNIT 1106 TYPE 'X' 4000 REZONANT LINE  
SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
IN FLOOR PLANS IN THIS SET  
FINISH FLOOR ELEVATION = 78.10  
CEILING ELEVATION = 78.10

UNITS SQUARE FOOTAGE	
1101 - TYPE 'L'	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,257 sq. ft.	
CARAGE - 188 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,490 sq. ft.	
1102 - TYPE 'L'	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,257 sq. ft.	
CARAGE - 188 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,490 sq. ft.	
1103 - TYPE 'X'	
FIRST FLOOR - 474 sq. ft.	
SECOND FLOOR - 569 sq. ft.	
TOTAL - 1,043 sq. ft.	
CARAGE - 188 sq. ft.	
COVERED PORCH - 39 sq. ft.	
TOTAL UNDER ROOF - 1,269 sq. ft.	
1104 - TYPE 'X'	
FIRST FLOOR - 474 sq. ft.	
SECOND FLOOR - 569 sq. ft.	
TOTAL - 1,043 sq. ft.	
CARAGE - 188 sq. ft.	
COVERED PORCH - 39 sq. ft.	
TOTAL UNDER ROOF - 1,269 sq. ft.	
1105 - TYPE 'M'	
FIRST FLOOR - 615 sq. ft.	
SECOND FLOOR - 816 sq. ft.	
TOTAL - 1,431 sq. ft.	
CARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
PORCHES - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	
1106 - TYPE 'M'	
FIRST FLOOR - 615 sq. ft.	
SECOND FLOOR - 816 sq. ft.	
TOTAL - 1,431 sq. ft.	
CARAGE - 187 sq. ft.	
COVERED PORCH - 53 sq. ft.	
PORCHES - 10 sq. ft.	
TOTAL UNDER ROOF - 1,741 sq. ft.	



LIMITED COMMON AREA



INSTR. #  
2003-0163003

**ENGINEER'S CERTIFICATE**  
This is to certify that the above referenced set of floor plans, lists, and accurately depicts the layout, location, unit numbers, and dimensions of the condominium units as built.  
Given my hand and seal at Indianapolis, Indiana, this 30th day of July, 2003.  
James M. Milroyen  
Registered Professional Engineer  
Indiana #890758



STATE OF INDIANA } SS  
COUNTY OF WARRIOR }  
Before me a notary public in and for said county and state, personally appeared Duane A. Sharron, Registered Professional Engineer, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature thereto.  
Witness my signature and seal this 30th day of July, 2003.  
My commission expires 10-18-08  
Duane A. Sharron  
Notary Public  
Printed Name: Duane A. Sharron

PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING #1  
SHEET 9 B

THIS INSTRUMENT PREPARED BY:  
Richard L. Mays  
Professional Land Surveyor  
Indiana #89013  
3901 Old Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100  
Cross Reference:  
2003-0088679

68957 MW 29E  
SUBJECT TO THE INSTRUMENT  
FILED IN THE OFFICE OF THE  
RECORDER OF DEEDS

### REPLAT OF PART OF BLOCK 'D' AND PART OF BLOCK 'E' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

030086678

ASSURED NORTH  
N.T.S.  
ATTORNEY-IN-FACT  
DAY OF APRIL 11, 2003  
PARKSIDE AT GEORGETOWN  
DIRECTOR/ASSESSOR  
DRAFTSMAN

A part of Block 'D' and part of Block 'E' of Parkside at Georgetown Condominium as recorded in Instrument #2002-0219718 in the Office of the Recorder of Deeds, Madison County, Indiana, being:

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Madison County, Indiana, and being more particularly described as follows:

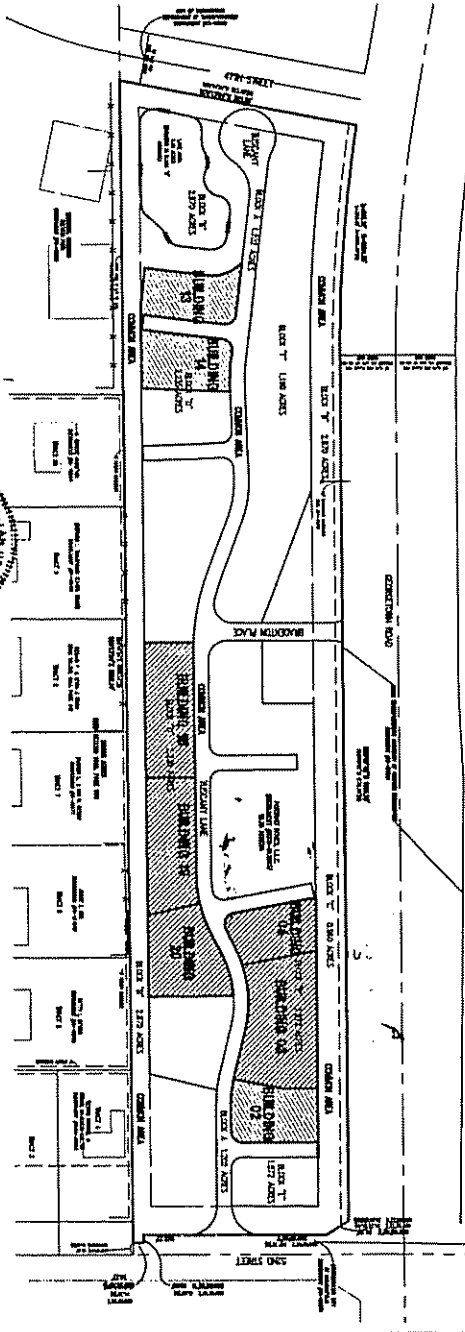
Beginning at a point South 0 degrees 14 minutes 24 seconds East (measured bearing) 16.50 feet from the horizontal corner of the block and thence continuing South 0 degrees 14 minutes 24 seconds East 1,559.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 223.66 feet along said right of way line to a point on the East line of Georgetown Road; thence northwesterly 2,093.03 feet along an arc to the left and having a radius of 1,934.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 3,082.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line to a point on the South right of way line of West 50th Street; thence North 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 50th Street; thence North 50 degrees 00 minutes 00 seconds East 2,472.72 feet along said South right of way line; thence North 0 degrees 09 minutes 00 seconds East 1,830 feet along said South right of way line to the Point of Beginning, containing 11,233 acres more or less.

SURVEYOR'S CERTIFICATE  
This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of or under the supervision of the undersigned, a duly Licensed Professional Land Surveyor and that the said person herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions thereof.  
Done by hand and seal of the undersigned, Indiana the 11<sup>th</sup> day of April, 2003.  
Richard L. Mays  
Professional Land Surveyor  
Indiana #89013

STATE OF INDIANA }  
COUNTY OF MADISON }  
Before me a Notary Public is and he well and lawfully appeared James W. Mays, Registered Land Surveyor, and acknowledged the execution of the instrument on his/her voluntary act and deed and directed the signature therein.  
Witness my signature and seal the 11<sup>th</sup> day of April, 2003.  
My commission expires 11/30/10  
Notary Public  
Richard L. Mays  
Signature  
Printed Name: Dir. Douglas



030086678



P.A.S.T. - RICHARD L. MAYS, REGISTERED LAND SURVEYOR  
10 - OFFICE CROSS STREET  
11 - OFFICE CROSS STREET  
12 - OFFICE CROSS STREET  
13 - OFFICE CROSS STREET  
14 - OFFICE CROSS STREET  
15 - OFFICE CROSS STREET  
16 - OFFICE CROSS STREET  
17 - OFFICE CROSS STREET  
18 - OFFICE CROSS STREET  
19 - OFFICE CROSS STREET  
20 - OFFICE CROSS STREET

Map Scale: 1" = 100'  
8 1/2" x 11" Scale: 1" = 100'

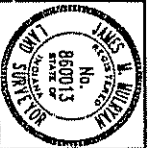
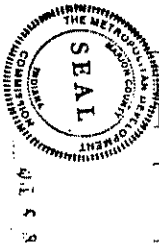


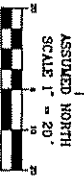
EXHIBIT 'A'  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING DEED NO. 14  
SHEET 8

030086678

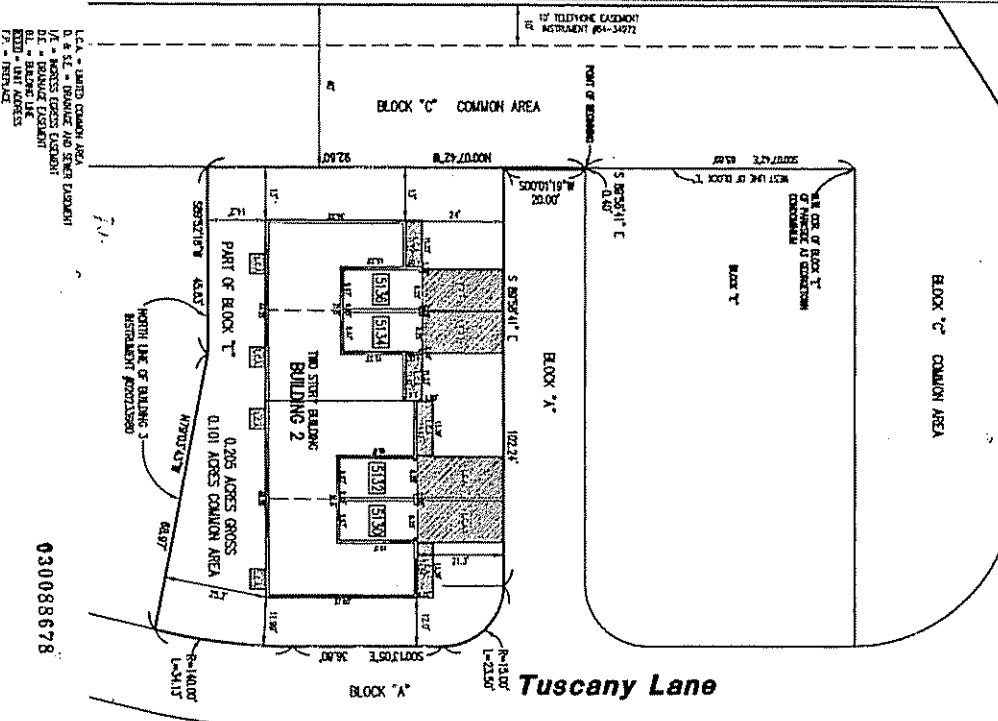
849880-0780

JAMES H. WILSON  
Registered Land Surveyor  
Professional No. 860015  
The Schaefer Corporation  
9500 Old Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100

FILED  
APR 28 2001  
Merrill & Wimmers



ASSUMED NORTH  
SCALE 1" = 20'



030088678

03 APR 28 2001

BUILDING 02 IN PART OF BLOCK 'E' OF  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM

030088678

Tuscany Lane

PARTIAL AT GEORGETOWN - BUILDING 02

A part of Block 'E' in the Southern First Part of Parkside at Georgetown Condominium (hereinafter "Parcel") is shown as a lot in the Plat of the Schaefer Corporation, being a subdivision project in the West Half of the Section 15, Township 18 North, Range 3 East, 7th Meridian, Warren County, Indiana, and being more particularly described as follows:

Cornering of the Northwest corner of said Block 'E' bears South 00 degrees 07 minutes 42 seconds East (bearing North) along the west line of said Block 'E' a distance of 126.02 feet to the point of beginning; thence South 00 degrees 50 minutes 13 seconds East a distance of 116.02 feet to a point on the East line of said Block 'E'; thence North 78 degrees 00 minutes 13 seconds East a distance of 116.02 feet to a point on the East line of said Block 'E'; thence South 00 degrees 50 minutes 13 seconds East a distance of 116.02 feet to a point on the East line of said Block 'E'; thence North 00 degrees 07 minutes 42 seconds West a distance of 126.02 feet to the point of beginning.

This is to certify that the above described property was surveyed by the Schaefer Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of what was surveyed. All distances are shown in feet and decimals thereof.

*James H. Wilson*  
Registered Land Surveyor  
Professional No. 860015

030088678

STATE OF INDIANA )  
COUNTY OF WARREN ) SS  
Before me a notary public, I, and by read carefully and fully, personally appeared James H. Wilson, Registered Land Surveyor, and declared upon the execution of this instrument as being a duly qualified and duly sworn officer of said State of Indiana. Witness my signature and seal the 17th day of April, 2001.  
By commission expires: APRIL, 2001  
Notary Public: *[Signature]*  
Henry Park  
Special Agent  
Public Notary: *[Signature]*  
Dorothy M. Peckish

In testimony whereof, witness the signatures of Owner and President of the *[Signature]* of April, 2001.

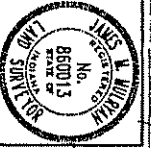
Owner: *[Signature]* Parkside Homes, LLC, as Block Landlord (Legal) Lenders, authorized to do business in Indiana.

By *[Signature]* (Witness/Signatory) (the former)

STATE OF INDIANA )  
COUNTY OF WARREN ) SS

I, the undersigned, a notary public in and for said county and state, personally appeared James H. Wilson, Registered Land Surveyor, and declared upon the execution of this instrument as being a duly qualified and duly sworn officer of said State of Indiana. Witness my signature and seal the 22nd day of April, 2001.

By commission expires: 5-19-03  
Notary Public: *[Signature]*  
Dorothy M. Peckish  
Special Agent  
Public Notary: *[Signature]*  
Dorothy M. Peckish



PARKSIDE AT GEORGETOWN  
CONDOMINIUM

SHEET 6 A

157022001000035633511500157022001

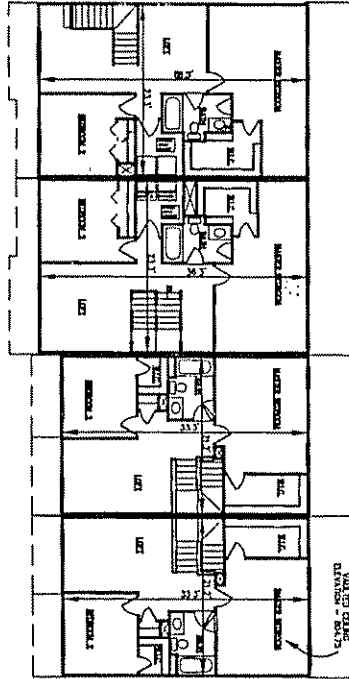
THIS INSTRUMENT PREPARED BY:  
**John M. Wilson**  
 Registered Land Surveyor  
 Indiana 980013  
 The Schneider Corporation  
 2830 Ota Avenue  
 Indianapolis, Indiana 46216-1027  
 Phone: 317-825-7100

L.C.A. - LIMITED COMMON AREA  
 D. & S.E. - DRIVEWAY AND SERVICE ENTRANCE  
 V.E. - VESTIBULE ENTRANCE  
 R.E. - REAR ENTRANCE  
 E.E. - EAST ENTRANCE  
 F.P. - FRONT PORCH

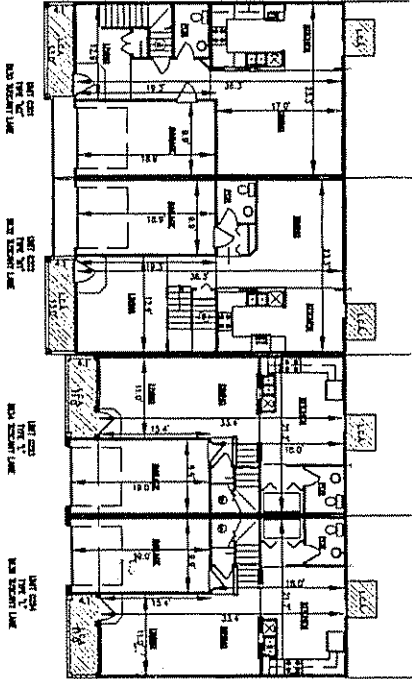
**THE PLANS**  
**BUILDING 02 PLAN**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

**NOTES**  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 2563, Grand St 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 04 for Building 02.

4/28/97  
**FILED**  
 APR 28 1997  
 Marshall, D. Schmeidler



NET OVER PER UNIT PER SQUARE FOOTAGE  
 FINISH FLOOR FINISH FLOOR FINISH FLOOR  
 CEILING FINISH FLOOR - 822.75



NET OVER PER UNIT PER SQUARE FOOTAGE  
 FINISH FLOOR FINISH FLOOR FINISH FLOOR  
 CEILING FINISH FLOOR - 713.35

201 - Type 1*	
FIRST FLOOR	- 615 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1463 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL COVERED PORCH	- 1722 sq. ft.
202 - Type 2**	
FIRST FLOOR	- 615 sq. ft.
SECOND FLOOR	- 848 sq. ft.
TOTAL	- 1463 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL COVERED PORCH	- 1722 sq. ft.
203 - Type 1*	
FIRST FLOOR	- 615 sq. ft.
SECOND FLOOR	- 792 sq. ft.
TOTAL	- 1407 sq. ft.
COVERED PORCH	- 54 sq. ft.
TOTAL COVERED PORCH	- 1458 sq. ft.
204 - Type 1*	
FIRST FLOOR	- 501 sq. ft.
SECOND FLOOR	- 728 sq. ft.
TOTAL	- 1229 sq. ft.
COVERED PORCH	- 45 sq. ft.
TOTAL COVERED PORCH	- 1274 sq. ft.



LIMITED COMMON AREA

**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**  
 BUILDING 02

SHEET 08 B

RECEIVED FOR RECORD 03 APR 28 9 42 AM '97



*Dale A. Schmeidler*  
 Registered Professional Engineer  
 License No. 9997238  
 State of Indiana



*John M. Wilson*  
 Registered Land Surveyor  
 License No. 980013  
 State of Indiana

**ESCHERICH'S COMMENT:**  
 This is to certify that the above referenced set of floor plans has been reviewed and approved by me as a Registered Professional Engineer and Surveyor, and that the same conform to the provisions of the Indiana Building Code and the Indiana Surveying Code, and that I am a duly Licensed Professional Engineer and Surveyor in the State of Indiana.

DATE OF REVISION: 12/31/00  
 BY: [Signature]  
 COUNTY OF RECORD: [Blank]

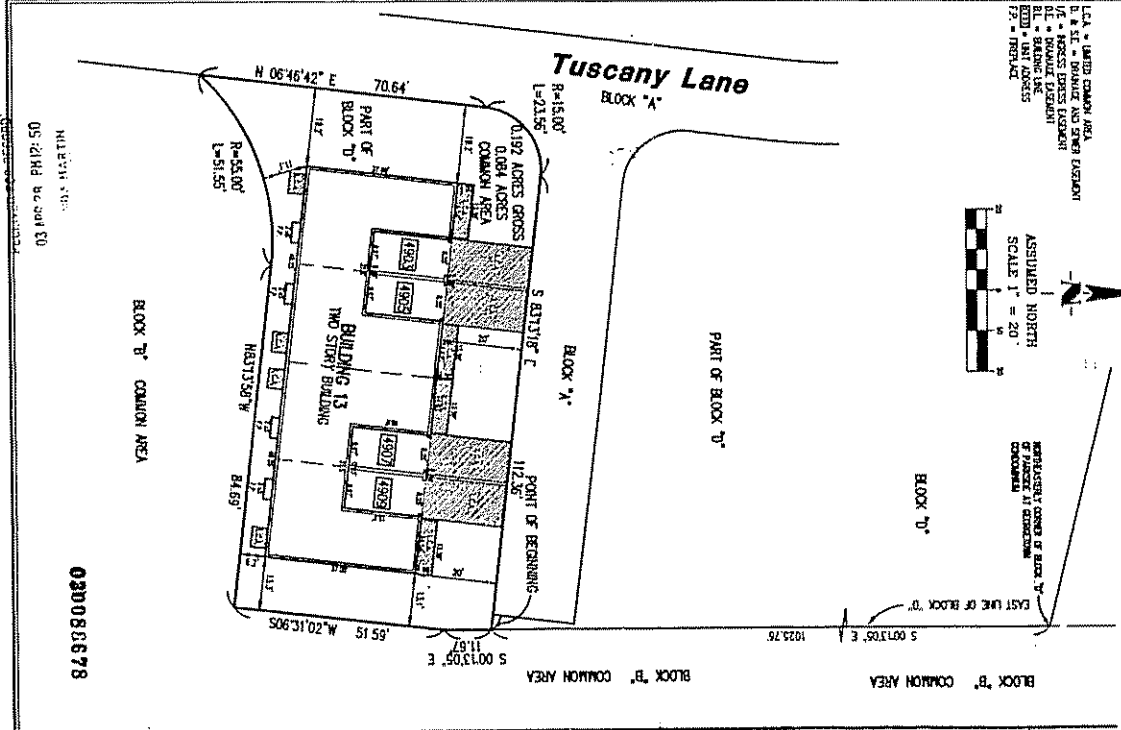
STATE OF INDIANA  
 COUNTY OF MADISON

THIS INSTRUMENT PREPARED BY:  
**James H. Mader**  
 Surveyor  
 8901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-626-7100

**FILED**  
 APR 28 2003  
*4/28/03 J. Mader*

030088678

**BUILDING 13 IN PART OF BLOCK "D" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**



**PARCELS AT GEORGETOWN - BUILDING 13**

A part of Block "D" is the Contained Plot Part of Parkside at Georgetown Condominium (hereinafter "Parcel") as defined in Section 1 of 2001-02-1578 in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West End of the City of Indianapolis, Indiana, as shown on the plat hereon filed, being more particularly described as follows:

Commencing at the northeast corner of said Block "D"; thence South 04 degrees 13 minutes 05 seconds East (bearing 04 degrees 13 minutes 05 seconds) a distance of 11.07 feet; thence South 06 degrees 21 minutes 02 seconds East (bearing 06 degrees 21 minutes 02 seconds) a distance of 11.07 feet; thence North 83 degrees 13 minutes 59 seconds West (bearing 83 degrees 13 minutes 59 seconds) a distance of 84.59 feet to a tangent curve to the left having a radius of 55.00 feet; the right angle point of which bears South 08 degrees 14 minutes 02 seconds West (bearing 08 degrees 14 minutes 02 seconds) a distance of 11.07 feet; thence North 83 degrees 13 minutes 59 seconds West (bearing 83 degrees 13 minutes 59 seconds) a distance of 11.07 feet; thence North 05 degrees 42 minutes 42 seconds East (bearing 05 degrees 42 minutes 42 seconds) a distance of 70.64 feet to a tangent curve to the right having a radius of 15.00 feet; the radius point of which bears South 83 degrees 13 minutes 18 seconds East (bearing 83 degrees 13 minutes 18 seconds) a distance of 15.00 feet; thence North 05 degrees 42 minutes 42 seconds East (bearing 05 degrees 42 minutes 42 seconds) a distance of 11.25 feet to the point of beginning, containing 0.192 acres, more or less.

**STATEMENTS CONCERNING**

This plat is being filed to show described property was surveyed by the Surveyor Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All other surveys or claims to land and interests therein.

Given my hand and seal of Indiana, before this 17th day of April, 2003.

*James H. Mader*  
 Registered Land Surveyor  
 (Indiana License No. 12345)

**STATE OF INDIANA**  
 COUNTY OF MARION ) SS

I, *James H. Mader*, Surveyor, do hereby certify that the above described property was surveyed by the Surveyor Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All other surveys or claims to land and interests therein.

Witness my signature and seal this 17th day of April, 2003.

My commission expires *12/31/03*  
 County of *Marion*  
 Indiana

Printed Name: *Dr. D. D. D.*  
 Signature: *Dr. D. D. D.*

In testimony whereof, I have hereunto set my hand and seal this 17th day of April, 2003.

Given: Patrick Thomas, LLC, an Equal Opportunity Employer, authorized to do business in Indiana

By: *Patrick Thomas*  
 (Authorized Representative) (Not a Notary)

STATE OF INDIANA ) SS  
 COUNTY OF MARION ) SS

I, *Patrick Thomas*, Notary Public, State of Indiana, do hereby certify that the above described property was surveyed by the Surveyor Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon shown is a correct representation of said survey. All other surveys or claims to land and interests therein.

Witness my signature and seal this 17th day of April, 2003.

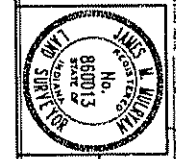
My commission expires *5-19-03*  
 County of *Marion*  
 Indiana

Printed Name: *Patrick Thomas*  
 Signature: *Patrick Thomas*

**OPTIONAL STATE**  
 Notary Public, State of Indiana  
 My Commission Expires 5/19/03

**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 13**

**SHEET 7A**



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 13**

**SHEET 7A**



THIS INSTRUMENT PREPARED BY:  
**James W. Malvern**  
 Registered Land Surveyor  
 No. 12345  
 The Schriber Corporation  
 5901 Old Avenue  
 Independence, Kansas 64916-1017  
 Phone: 317-938-7100

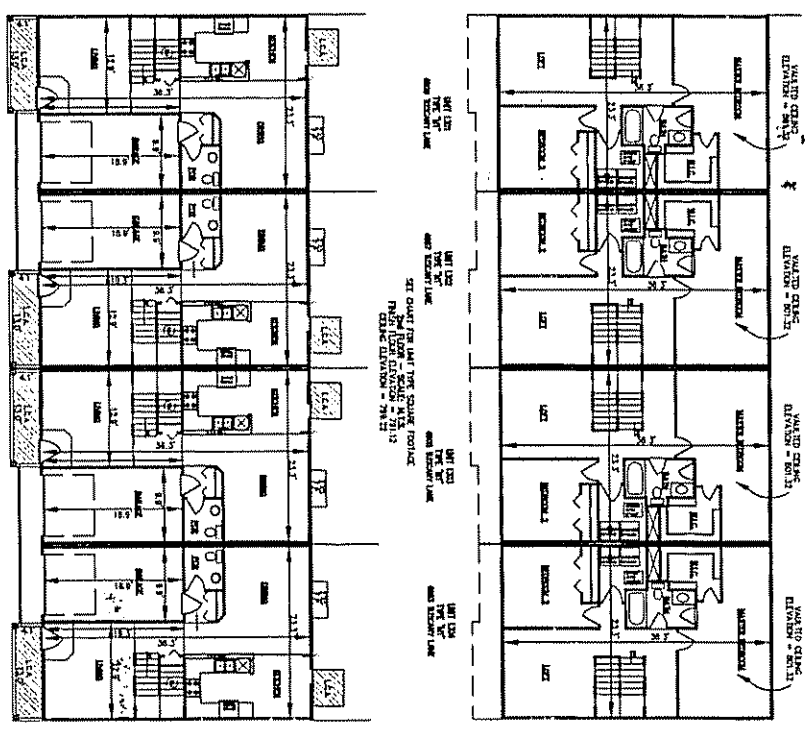
L.C.A. - LIMITED COMMON AREA  
 B & S - BALANCE AND STAIR ELEVATION  
 D.L. - DECKING ELEVATION  
 B.L. - BALANCE LINE  
 E.C.M. - UNIT ELEVATION  
 P.P. - PROFILE

**THE PLANS**  
**BUILDING 13 PLAN**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

NOTES:  
 The kitchen floor plans were provided by C.A.D. Corporation, P.O. Box 13561, Cornell N 48002, for reference only.  
 Outside dimensions by The Schriber Corporation as shown on Sheet 7A for Building 13.

**FILED**  
 4/28/97  
 APR 28 2003  
 Yvonne Q. Linnell

829888678

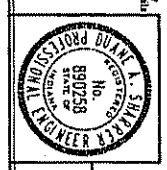


1301 - TYPE "A"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 645 sq. ft.	
TOTAL - 1,290 sq. ft.	
COVERED PORCH - 54 sq. ft.	
PERF. AC - 197 sq. ft.	
TOTAL UNDEK ROOMS - 1,147 sq. ft.	
1302 - TYPE "A"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 645 sq. ft.	
TOTAL - 1,290 sq. ft.	
COVERED PORCH - 54 sq. ft.	
PERF. AC - 197 sq. ft.	
TOTAL UNDEK ROOMS - 1,147 sq. ft.	
1303 - TYPE "A"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 645 sq. ft.	
TOTAL - 1,290 sq. ft.	
COVERED PORCH - 54 sq. ft.	
PERF. AC - 197 sq. ft.	
TOTAL UNDEK ROOMS - 1,147 sq. ft.	

026088678

STATE OF KANSAS }  
 COUNTY OF WAGON } SS  
 Before me a Notary Public in and for said county and state, personally appeared below a  
 person, Registered Professional Engineer, and acknowledged to me that he executed the  
 foregoing instrument and that he did not intend to execute the same for any other purpose.  
 My commission expires on the 17 day of April, 2003.  
 My commission expires on the 17 day of April, 2003.  
 My commission expires on the 17 day of April, 2003.  
 My commission expires on the 17 day of April, 2003.

ENGINEER'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans, lifts and stairways  
 depicts the layout, location, unit numbers, and dimensions of the condominium units  
 as built.  
 Given my hand and seal of notary on this 17th day of  
 April, 2003.  
 James A. Shaw  
 Registered Professional Engineer  
 License #60233



**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**  
 BUILDING B  
**SHEET 7 B**

RECEIVED FOR RECORD  
 APR 28 2003  
 P.M. 12:54  
 J.S.M. MARTIN  
 COUNTY CLERK



THIS INSTRUMENT PREPARED BY:  
 James W. Mayron  
 Registered Land Surveyor  
 Indiana #80013  
 The Schneider Corporation  
 1901 Ohio Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-835-7100

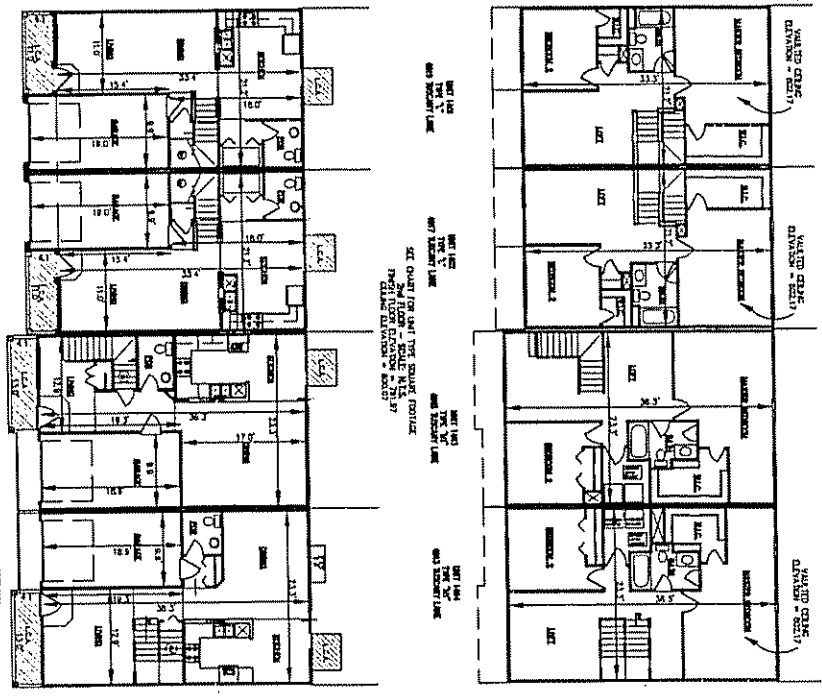
L.C.A. - United States, Inc.  
 L.C.A. - United States, Inc.  
 L.C.A. - United States, Inc.  
 L.C.A. - United States, Inc.  
 L.C.A. - United States, Inc.

**THE PLANS  
 BUILDING 14 PLAN  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3553, Carmel IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet SA for Building 14.

**FILED**  
 APR 28 2003  
 4168957  
 Madison & Lawrence

030088678



1401 - TYPE "A"	
FIRST FLOOR	- 591 sq. ft.
SECOND FLOOR	- 708 sq. ft.
TOTAL	- 1,299 sq. ft.
COVERED PORCH	- 45 sq. ft.
CONCRETE PORCH	- 45 sq. ft.
TOTAL UNDER DECK	- 1,390 sq. ft.
1402 - TYPE "A"	
FIRST FLOOR	- 551 sq. ft.
SECOND FLOOR	- 708 sq. ft.
TOTAL	- 1,259 sq. ft.
COVERED PORCH	- 45 sq. ft.
CONCRETE PORCH	- 45 sq. ft.
TOTAL UNDER DECK	- 1,349 sq. ft.
1403 - TYPE "A"	
FIRST FLOOR	- 445 sq. ft.
SECOND FLOOR	- 446 sq. ft.
TOTAL	- 891 sq. ft.
COVERED PORCH	- 23 sq. ft.
CONCRETE PORCH	- 23 sq. ft.
TOTAL UNDER DECK	- 937 sq. ft.
1404 - TYPE "A"	
FIRST FLOOR	- 445 sq. ft.
SECOND FLOOR	- 446 sq. ft.
TOTAL	- 891 sq. ft.
COVERED PORCH	- 23 sq. ft.
CONCRETE PORCH	- 23 sq. ft.
TOTAL UNDER DECK	- 937 sq. ft.

030088678

RECEIVED FOR RECORD  
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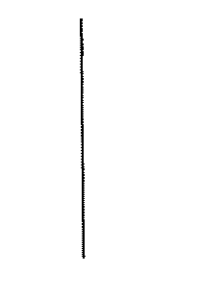
STATE OF INDIANA }  
 COUNTY OF MADISON }  
 ss }  
 before me a Notary Public, I and the said county and state, personally appeared Oscar A. Schmitt, Registered Professional Engineer and Surveyor, State of Indiana, who being duly sworn, depose and state that the within and foregoing plat and map of the subdivision of the land shown and described in the aforesaid plat and map, and that the aforesaid plat and map were by him or her or by his or her assistants or by the authority of the said Oscar A. Schmitt, duly prepared and drawn in accordance with the provisions of the laws of the State of Indiana, and that the said Oscar A. Schmitt is a duly qualified and licensed Professional Engineer and Surveyor of the State of Indiana.

Witness my hand and seal this 17th day of April, 2003.  
 Oscar A. Schmitt  
 Registered Professional Engineer and Surveyor  
 State of Indiana  
 My Comm. Expires 12th day of April, 2005

Notary Public  
 State of Indiana  
 My Comm. Expires 12th day of April, 2005

UNITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 14  
 SHEET 8 B



REPLY TO: **REPLAT OF PART OF BLOCK 'D' AND PART OF BLOCK 'E' OF PARKSIDE AT GEORGETOWN CONDOMINIUM**

**030088678**

**STATE OF INDIANA**  
**COUNTY OF MADISON**

**DAY OF** 2013  
**PLATTED** 17  
**BY** DAVID P. WILSON  
**REGISTERED LAND SURVEYOR**  
**DRAFTSMAN** DAVID P. WILSON

**REPLAT OF PART OF BLOCK 'D' AND PART OF BLOCK 'E' OF PARKSIDE AT GEORGETOWN CONDOMINIUM**

**030088678**

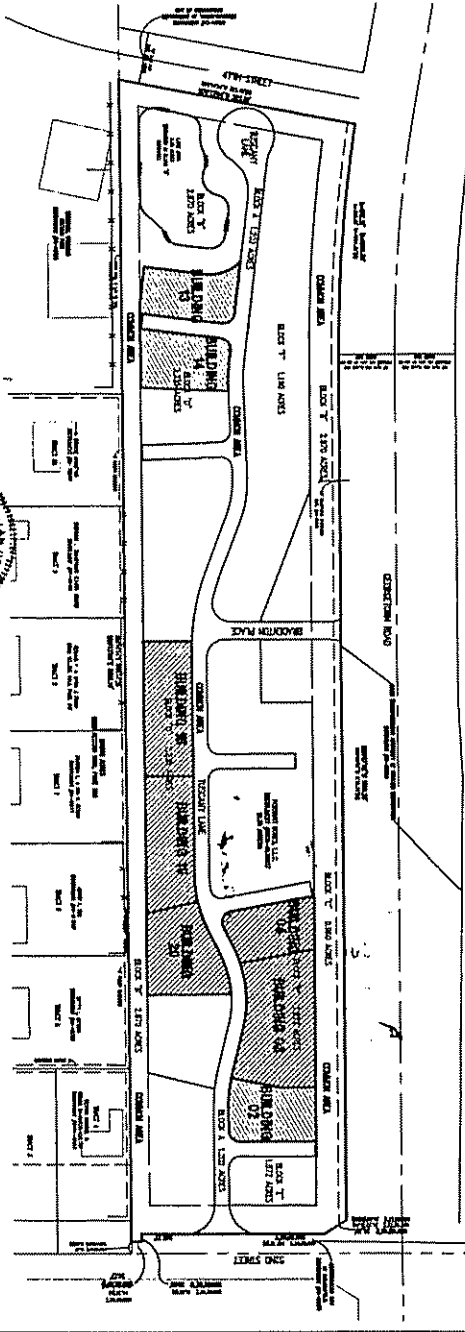
**ASSURED NORTH**  
 N.T.S.

**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM**  
 BUILDING 02, D. 14

A part of Block 'D' and part of Block 'E' of Parkside at Georgetown Condominium as recorded in Instrument #2002-0219719 in the Office of the Recorder of Madison County, Indiana, being:

A part of the West 1/4 of the Southeast Quarter of Section 7, Township 18 North, Range 3 East, Plate Township, Madison County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (bearing) 16.50 feet from the highest corner of the said lot and section to the North line of the right of way line of West 47th Street; thence North 29 degrees 14 minutes 24 seconds West 323.46 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence North 29 degrees 14 minutes 24 seconds East and a bearing of 1,944.86 feet and subdivided by a long chord bearing a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.78 feet along said right of way line to a point on the South right of way line of West 52nd Street; thence North 57 degrees 53 minutes 23 seconds East 31.94 feet (chord) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 50 degrees 00 minutes 00 seconds East 2,677.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10,000 feet along said South right of way line to the Point of Beginning, containing 10,000 acres more or less.



**STATE OF INDIANA**  
**COUNTY OF MADISON**

Before me a Notary Public in and for said county and state, personally appeared James W. Wilson, Registered Land Surveyor, one acknowledged the execution of the instrument on the 17 day of April, 2013.

Witness my signature and seal the 17 day of April, 2013.

My commission expires 12/31/10 at Indianapolis, Indiana  
 County of Madison

Notary Public  
 James W. Wilson  
 Registered Land Surveyor



A. A. AT - DISTRICT LAND SURVEYOR  
 1111 SOUTH CROSS STREET, ELKHART, IN 46516  
 TEL: 317-536-7100  
 FAX: 317-536-7100  
 WWW: WWW.AAAT.COM

Map Scale: 1" = 100'  
 8 1/2" x 11" Sheet 1 of 2

**030088678**



**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN CONDOMINIUM**  
 BUILDING 02, D. 14

**SHEET 6**

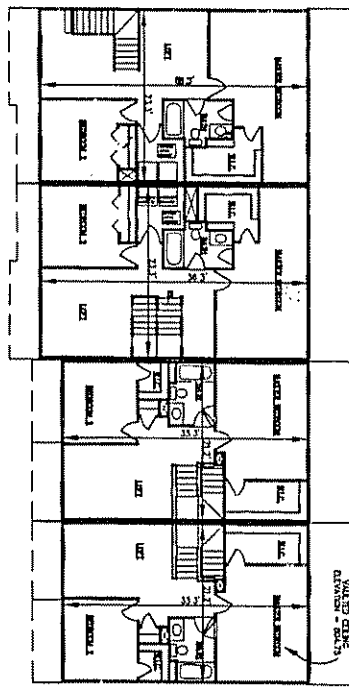


THIS INSTRUMENT PREPARED BY:  
 James M. Mays  
 Registered Land Surveyor  
 Indiana #980013  
 The Schneider Corporation  
 3520 Ota Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-625-7100

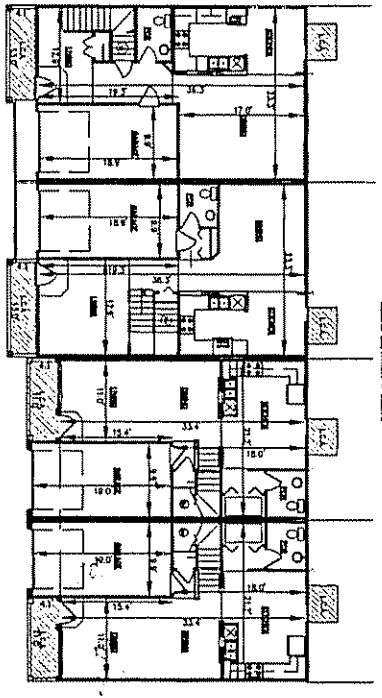
L.C.A. - LIMITED COMMON AREA  
 R. & S.C. - GARAGE AND STAIR EXPOSURE  
 U.E. - UTILITY EXPOSURE  
 B.L. - BALCONY  
 P.P. - PAVILION

# THE PLANS BUILDING 02 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

NOTE:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel, IN 46032, for reference only.  
 Outside dimensions by the Schneider Corporation as shown on Sheet 6A for Building 02.



SET OUTLET FOR UNIT TYPE GARAGE EXPOSURE  
 FINISH FLOOR AT 100.00' ±  
 CEILING ELEVATION = 102.75'



SET OUTLET FOR UNIT TYPE GARAGE EXPOSURE  
 FINISH FLOOR ELEVATION = 101.25'  
 CEILING ELEVATION = 104.25'

001 - TYPE "01"	
FIRST FLOOR - 615 sq. ft.	
SECOND FLOOR - 345 sq. ft.	
TOTAL - 960 sq. ft.	
COVERED PORCH - 127 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL COVERED PORCH - 181 sq. ft.	
002 - TYPE "01"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 345 sq. ft.	
TOTAL - 990 sq. ft.	
COVERED PORCH - 127 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL COVERED PORCH - 181 sq. ft.	
003 - TYPE "1"	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 298 sq. ft.	
TOTAL - 849 sq. ft.	
COVERED PORCH - 127 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL COVERED PORCH - 181 sq. ft.	
004 - TYPE "1"	
FIRST FLOOR - 551 sq. ft.	
SECOND FLOOR - 298 sq. ft.	
TOTAL - 849 sq. ft.	
COVERED PORCH - 127 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL COVERED PORCH - 181 sq. ft.	

STATE OF INDIANA  
 COUNTY OF WABASH }  
 I, James M. Mays, Registered Land Surveyor, do hereby certify that the above is a true and correct copy of the original plans as filed in my office on the 17th day of April, 2001.  
 My commission expires 12/31/01  
 Notary Public: James M. Mays  
 Printed here: Parkside

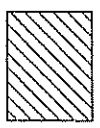


DESIGNER'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans fully and accurately represent the actual location, vertical and horizontal dimensions of the construction work to be constructed.  
 I, James M. Mays, Registered Professional Engineer, do hereby certify that the above is a true and correct copy of the original plans as filed in my office on the 17th day of April, 2001.  
 My commission expires 12/31/01  
 Notary Public: James M. Mays  
 Printed here: Parkside



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 02

BHEET 6 B



LIMITED COMMON AREA

RECEIVED FOR RECORD  
 03 APR 28 PM 12:19  
 030088678

4168957  
 FILED  
 APR 28 2001  
 Maudie Q. Samuels  
 030088678  
 030088678

THIS INSTRUMENT PREPARED BY:  
 James W. Maloney  
 The Scribner Corporation  
 6901 Oak Avenue  
 Columbia, Maryland 21046-1037  
 Phone: 410-835-7100

FILED  
 APR 28 2003  
 4108357  
 Charles W. Williams

030088878

BUILDING 13 IN PART OF BLOCK 'D' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

L.C.A. - LIMITED COMMON AREA  
 D. & S.C. - DRIVEWAY AND SERVICE EASEMENT  
 V.E. - VESTED EGRESS EASEMENT  
 B.E. - BUILDING EASEMENT  
 B.L. - BUILDING LOT  
 L.S. - RESERVE

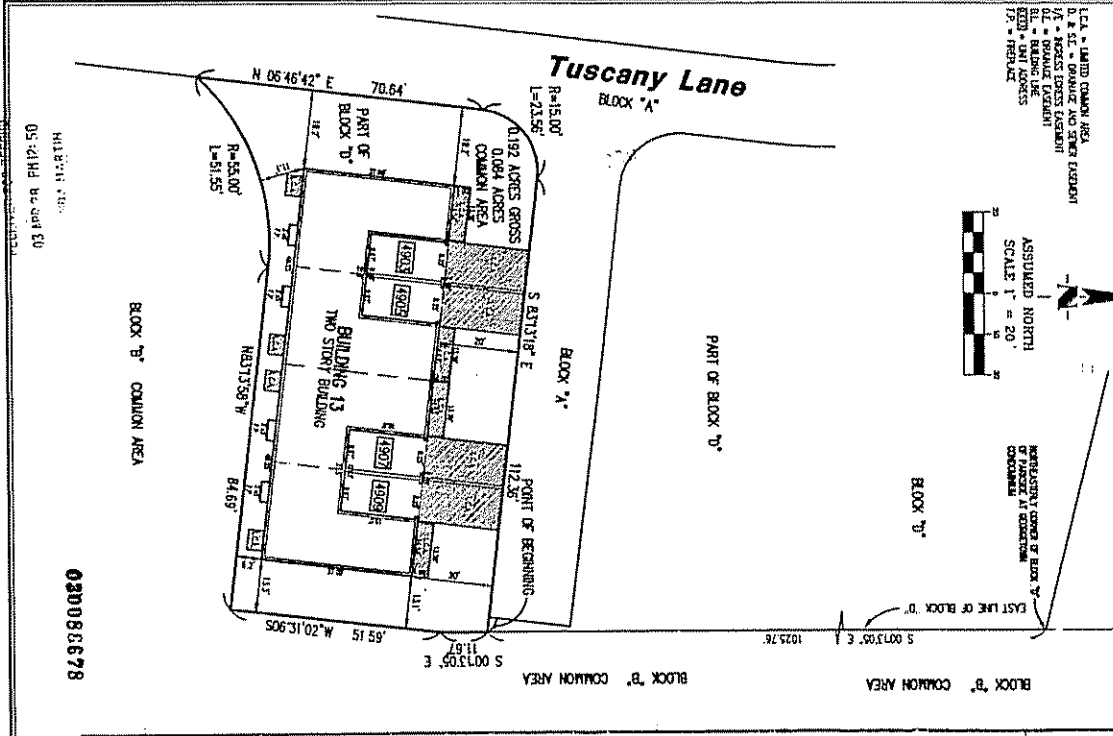
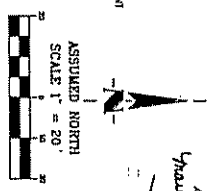
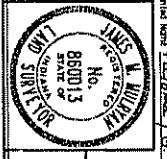


PHOTO: 150  
 030088878

**PARADE AT GEORGETOWN - BUILDING 13**  
 A part Block 'D' is the Conditional First Part of Parade of Egress Condominium (hereinafter "Parade") of 2001-2002-2003 in the Office of the Register, Western County, Maryland, being a condominium project in the West Hill of the Southern Quarter of Section 7, Township 15 North, Range 3 East, Pica Township, Western County, Indiana, and being more particularly described as follows:  
 Commencing at the northeast corner of said Block 'D'; thence South 00 degrees 13 minutes 05 seconds East (bearing Bearing) along the west line of said Block 'D' a distance of 1022.75 to the Point of Beginning; thence easterly South 00 degrees 13 minutes 05 seconds East along said Block 'D' a distance of 55.00 feet to the intersection of the west line of said Block 'D' and the east line of said Block 'D'; thence South 00 degrees 13 minutes 05 seconds East along the east line of said Block 'D' a distance of 184.00 feet to the intersection of the east line of said Block 'D' and the north line of said Block 'D'; thence North 00 degrees 13 minutes 05 seconds West along the north line of said Block 'D' a distance of 184.00 feet to the intersection of the north line of said Block 'D' and the west line of said Block 'D'; thence westerly 02 degrees 55 minutes 51 (1) seconds West along the west line of said Block 'D' a distance of 112.50 feet to a point which bears North 00 degrees 55 minutes 51 (1) seconds West from said point; thence westerly 02 degrees 55 minutes 51 (1) seconds West along the west line of said Block 'D' a distance of 112.50 feet to a point which bears North 00 degrees 55 minutes 51 (1) seconds West from said point; thence North 00 degrees 13 minutes 05 seconds East along the north line of said Block 'D' a distance of 112.50 feet to a point which bears North 00 degrees 13 minutes 05 seconds East from said point; thence North 00 degrees 13 minutes 05 seconds East along the north line of said Block 'D' a distance of 112.50 feet to the Point of Beginning, containing 0.182 acres more or less.

**SANCTIONS COMPLETE**  
 This is to certify that the above described property was exempted by the Scribner Corporation under the direction of an Indiana Registered Professional Land Surveyor and that the same is a correct representation of the survey. All distances are shown in feet and decimals thereof.  
 Given my hand and seal of Indiana, Indiana the 17<sup>th</sup> day of April 2003.  
 James W. Maloney  
 Registered Land Surveyor  
 License #69003

STATE OF MARYLAND }  
 COUNTY OF MONTGOMERY }  
 Before me a notary public in and for said county and state, personally appeared James W. Maloney, Registered Land Surveyor, and acknowledged the execution of the instrument on behalf of said party and that said party is the legal owner thereof.  
 Witness my hand and seal this 17<sup>th</sup> day of April 2003.  
 By commission expires 10/31/06  
 Notary Public  
 J. W. Maloney  
 Signature  
 Printed Name: Dr. Donald  
 in testimony whereof, I have hereunto set my hand and official seal this 22<sup>nd</sup> day of April 2003.  
 One: Patricia Hanna, LLC, on Block Limited Liability Company, authorized to do business in Indiana  
 By: *Patricia Hanna*  
 (Authorized Signature) For (Owner)  
 STATE OF MARYLAND }  
 COUNTY OF MONTGOMERY }  
 I, Notary Public, do hereby certify that the above is a true and correct copy of the original as the same appears in my records.  
 My commission expires 10/31/06  
 Notary Public  
 J. W. Maloney  
 Signature  
 Printed Name: J. W. Maloney  
 OFFICIAL SEAL  
 James W. Maloney  
 Notary Public, State of Indiana  
 My Commission Expires 10/31/06



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 13  
 SHEET 7A

PLANS INSTRUMENT PREPARED BY:  
**James M. Landry**  
 Registered Land Surveyor  
 No. 88200  
 The Schneider Corporation  
 3901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-528-7100

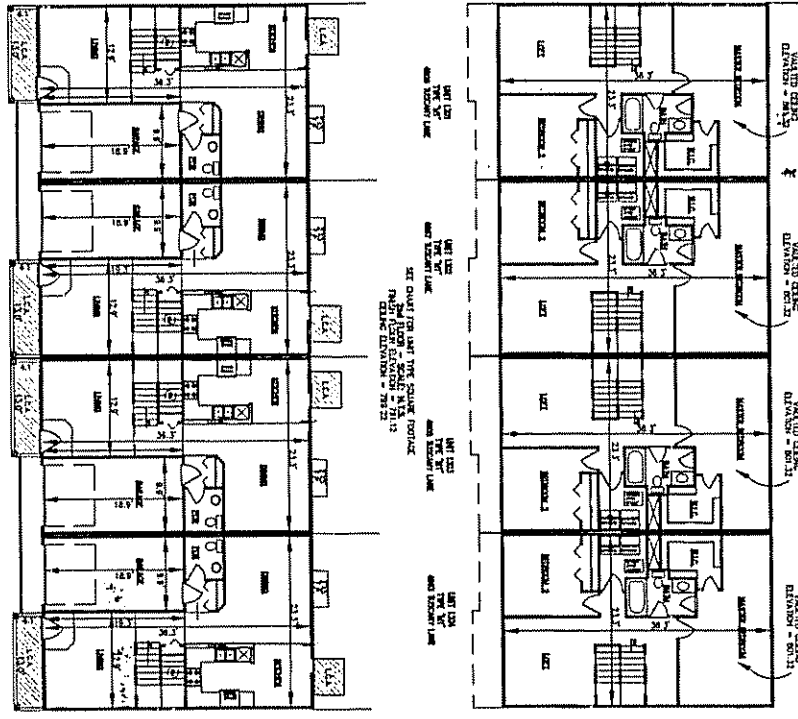
LOC. 4 - LIMITED COMMON AREA  
 D. & E. - BALCONY AND STAIR ESCAPE  
 D. - BALCONY  
 E. - BALCONY ESCAPE  
 B.L. - BALCONY LANE  
 B.L. - BALCONY LANE  
 P. - PORCH

# THE PLANS BUILDING 13 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

NOTES:  
 The planter floor plans are provided by C.A.D. Corporation, P.O. Box 356A, Canal N. 46262, for reference only.  
 Outside dimensions by the Schneider Corporation as shown on Sheet 7A for Building 13.

**FILED**  
 4/28/03  
 APR 28 2003  
*Yvonne A. Lawrence*

8298888678



1301 - TYPE "A"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 645 sq. ft.	
TOTAL - 1,290 sq. ft.	
CARPACE - 197 sq. ft.	
COVERED PORCH - 54 sq. ft.	
PERF. AREA - 10 sq. ft.	
TOTAL UNDECK ROOF - 1,742 sq. ft.	
1302 - TYPE "A"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 645 sq. ft.	
TOTAL - 1,290 sq. ft.	
CARPACE - 197 sq. ft.	
COVERED PORCH - 54 sq. ft.	
PERF. AREA - 10 sq. ft.	
TOTAL UNDECK ROOF - 1,742 sq. ft.	
1301 - TYPE "A"	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 645 sq. ft.	
TOTAL - 1,290 sq. ft.	
CARPACE - 197 sq. ft.	
COVERED PORCH - 54 sq. ft.	
PERF. AREA - 10 sq. ft.	
TOTAL UNDECK ROOF - 1,742 sq. ft.	

0860888678

STATE OF INDIANA )  
 COUNTY OF MADISON ) SS  
 before me a Notary Public, in and for said county and state, personally appeared **James M. Landry**, a Notary Public, Registered Professional Engineer, and acknowledged to the satisfaction of the Notary Public that he is the duly authorized agent of the Schneider Corporation, and that he is duly qualified to execute the foregoing instrument as a Notary Public.  
 Witness my signature and seal this 28th day of April, 2003.  
 Notary Public: *James M. Landry*  
 State of Indiana: *James M. Landry*  
 Notary Public Seal: *James M. Landry*  
 Notary Public Seal: *James M. Landry*

DEVELOPER'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans has not, and separately, does not, include, contain, or otherwise, and dimensions of the condominium units as shown on the plans.  
 Done on this 28th day of April, 2003.  
 Notary Public: *James M. Landry*  
 Registered Professional Engineer  
 Notary Public Seal: *James M. Landry*



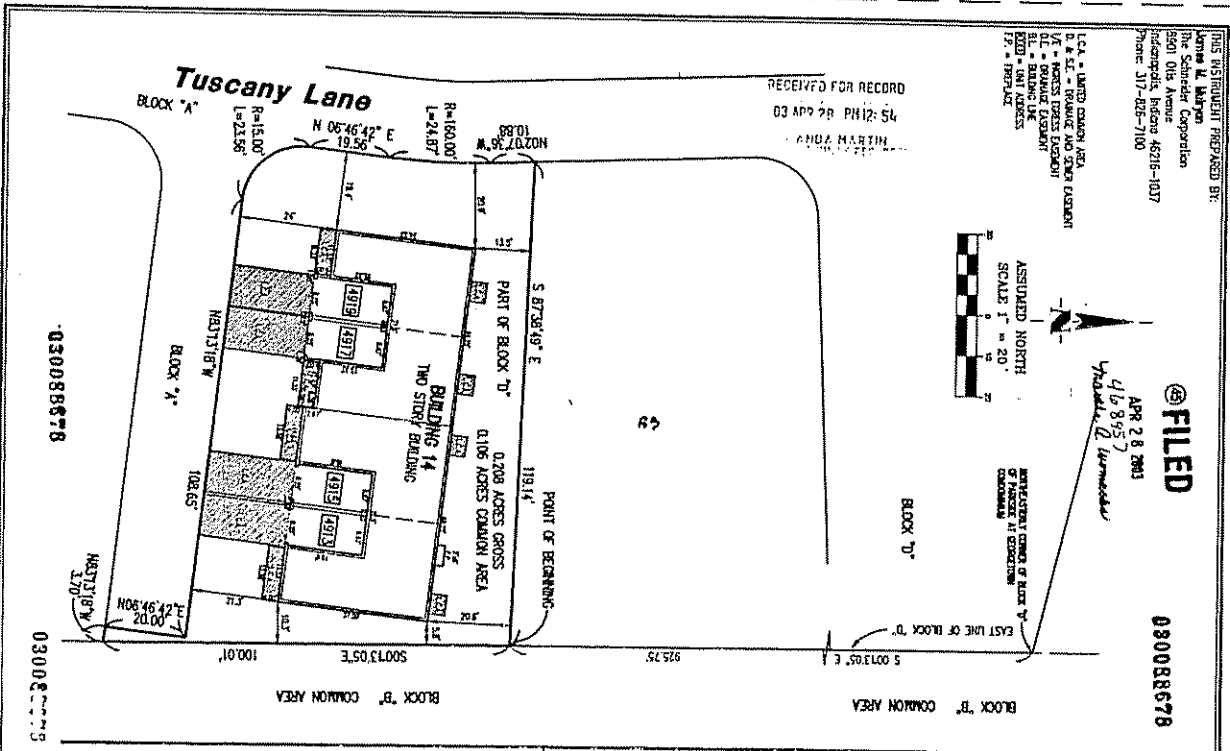
PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 13  
 SHEET 7 B  
 RECEIVED FOR RECORD  
 APR 28 2003 PH:2:54  
 UNITED COMMON AREA



THIS INSTRUMENT PREPARED BY:  
 James K. Martyn  
 The Schrader Corporation  
 2501 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-422-7100

L.C.A. = LINDEN COUNTY AREA  
 D. & S.C. = DECATUR AND SHELBY COUNTIES  
 V.F. = VANCE COUNTY, VIRGINIA  
 E.C. = ECHOLS COUNTY, GEORGIA  
 E.D. = EARLE COUNTY, MISSISSIPPI  
 E.O. = EARLE COUNTY, MISSISSIPPI  
 F.P. = FAYETTE COUNTY, MISSISSIPPI

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 03 APR 28 PM 12:54  
 ANDA MARTIN



FILED  
 APR 28 2003  
 416 8957  
 Thaddeus D. Harwood

030088678

**BUILDING 14 IN PART OF BLOCK "D" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

PARTIAL AT GEORGETOWN - BUILDING 14

A part Block "D" in the Condominium First Plat of Parkside at Georgetown Condominium (recorded on September 1, 2001-0213378 in the Office of the Recorder, Mecklenburg County, North Carolina, being a condominium project in the West Hill of the Southwest Quarter of Section 15, Township 15 North, Range 1 East, 7th Meridian, Mecklenburg County, North Carolina, and being more particularly described in said plat.

Corner(s) of the horizontal corner of said Block "D": Thence South 00 degrees 15 minutes 00 seconds East (bearing) 200.00 feet to the east line of said Block "D" a distance of 225.75 to the Part of Beginning; thence continuing South 00 degrees 15 minutes 00 seconds East along said east line a distance of 102.01 feet; thence South 03 degrees 15 minutes 19 seconds West 06 degrees 46 minutes 42 seconds East a distance of 200.00 feet; thence North 03 degrees 15 minutes 19 seconds West a distance of 102.65 feet to a curve in the right hand of a radius of 1500 feet to the radius point of which is North 00 degrees 46 minutes 42 seconds East; (3) thence northwesterly and westerly along said east line on an arc distance of 225.75 feet to a point which bears North 03 degrees 15 minutes 19 seconds West from said radius point; (4) thence North 06 degrees 07 degrees 07 minutes 35 seconds West a distance of 102.65 feet to a point which bears North 03 degrees 15 minutes 19 seconds West from said radius point; (5) thence North 03 degrees 07 minutes 35 seconds West a distance of 102.65 feet; thence South 03 degrees 07 minutes 35 seconds East a distance of 112.14 feet to the Part of Beginning, containing 0.208 acres more or less.

**DEVELOPER'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schrader Corporation under the direction of an authorized Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimal fractions.

Done, my hand and seal of Mecklenburg County, North Carolina, this 17<sup>th</sup> day of April, 2003.

By: *James K. Martyn*  
 James K. Martyn  
 Registered Professional Land Surveyor  
 Mecklenburg County, North Carolina

STATE OF GEORGIA )  
 COUNTY OF WALKER ) SS

Before me a notary public in and for said county and state, personally appeared James K. Martyn, Registered Land Surveyor, and acknowledged the execution of the instrument to his/her voluntary act and deed and showed the signature thereto. Witness my signature and seal this 17<sup>th</sup> day of April, 2003.

My commission expires 1/23/10  
 Notary Public *Paul Hancock*  
 County of Walker

Printed Name: *Paul Hancock*  
 Signature

In testimony whereof, witness the signatures of Owner and Deedee on this 22<sup>nd</sup> day of April, 2003.

Owner: *Parade Homes, LLC*, an Equal Opportunity Corporation, authorized to do business in Indiana

By: *Thaddeus D. Harwood*  
 Thaddeus D. Harwood  
 Notary Public (Not Required) This (Owner)

STATE OF GEORGIA )  
 COUNTY OF WALKER ) SS

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Probst, a member of Parade Homes, LLC, an Equal Opportunity Corporation, authorized to do business in Indiana, and acknowledged the execution of the instrument to his/her voluntary act and deed and showed the signature thereto. Witness my signature and seal this 22<sup>nd</sup> day of April, 2003.

My commission expires 5/18/03  
 Notary Public *Thaddeus D. Harwood*  
 County of Walker

Printed Name: *Thaddeus D. Harwood*  
 Signature

OPTIONAL CERTIFICATE  
 Notary Public in and for the State of Georgia  
 My Commission Expires 5/18/03



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

BUILDING 14 SHEET 8 A

BY: 15 APR 03

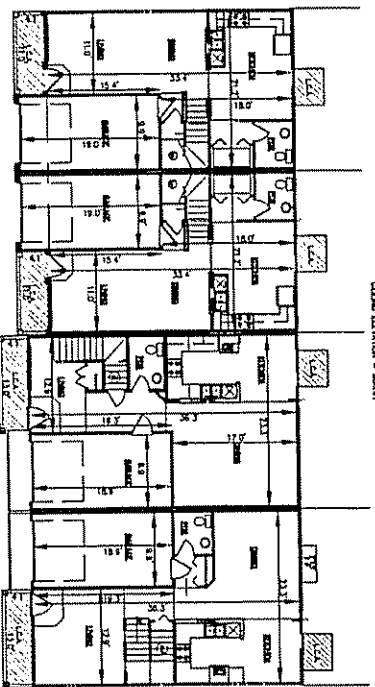
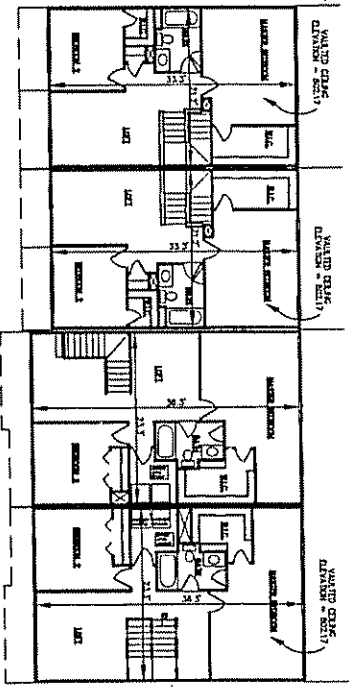
THIS INSTRUMENT PREPARED BY:  
 Kenneth L. Mayhew  
 Registered Land Surveyor  
 No. 468957  
 The Schneider Corporation  
 1901 Old Avenue  
 Harrisburg, Pa. 17104  
 Phone: 317-838-7100

L.C.A. - UNITED COMMON AREA  
 IF - ACCESS EGRESS EASEMENT  
 B.L. - BALANCE EASEMENT  
 E.D. - EGRESS EASEMENT  
 I.P. - IMPROVEMENT

### THE PLANS BUILDING 14 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

**FILED**

APR 28 2003  
 468957  
 The Schneider Corporation



1401 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.
1402 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.
1403 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.
1404 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.
1405 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.
1406 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.
1407 - 1097 S.F.
FIRST FLOOR - 511 sq. ft.
SECOND FLOOR - 706 sq. ft.
TOTAL - 1217 sq. ft.

STATE OF PENNSYLVANIA }  
 COUNTY OF LANCASTER }  
 ss

Before me a Notary Public, it was read and with personally appeared before me, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, who acknowledged to me that she executed the foregoing instrument of this instrument as her free and voluntary act and deed and that she executed the same for the purposes and to the effect therein expressed.

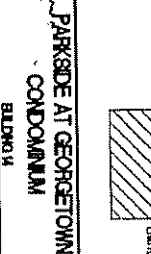
Witness my signature and the seal of my office this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Notary Public: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_



Done at Harrisburg, Pennsylvania, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Attest: \_\_\_\_\_  
 Notary Public



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 14  
 SHEET 8 B

RECEIVED FOR RECORD  
 03 APR 28 PM 12:54  
 REC'D

THIS INSTRUMENT PREPARED BY:  
James M. Mulryan  
The Schneider Corporation  
8901 Otis Avenue  
Indianapolis, Indiana 46216-1037  
Phone: 317-826-7100

MARTHA A. WOHACKS  
M.A.P.I. SURVEYOR  
449333 DEC-30  
SUBJECT TO A LIEN IN FAVOR OF THE STATE OF INDIANA FOR TRANSFER

# REPLAT OF PART OF BLOCK 'E' AND BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

APPROVED BY: 2  
DAY OF DEC. 2002  
PIKE TOWNSHIP ASSESSOR  
DRAFTSMAN Douglas Hart

ASSUMED NORTH  
N.T.S.

020233980

Record Description (Instrument #2002-0130637)

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed Bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence northerly 309.03 feet along an arc to the left and having a radius of 1,984.86 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 38 seconds East and a length of 308.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (deed) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning, containing 10.333 acres more or less.

STATE OF INDIANA }  
COUNTY OF MARION } SS

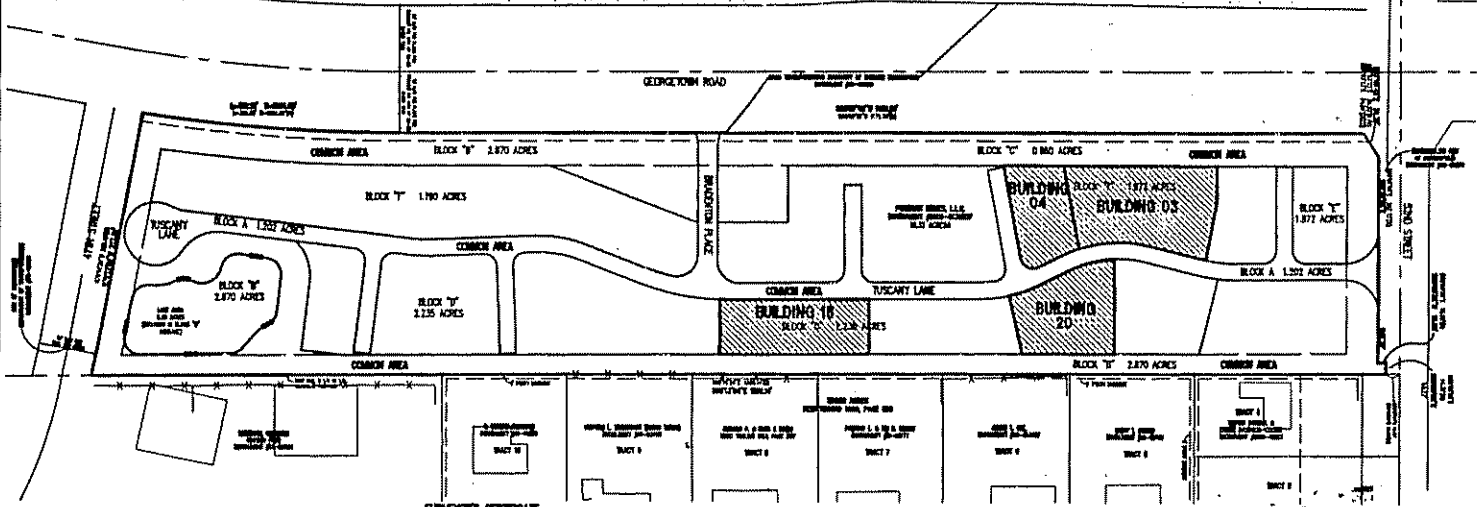
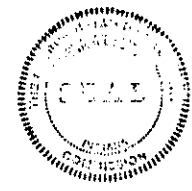
Before me a Notary Public in and for said county and state, personally appeared James M. Mulryan, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 11<sup>th</sup> day of November, 2002.

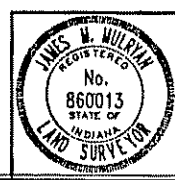
My commission expires Jan 23, 2010 Marion  
County of residence

Notary Public: [Signature]  
Signature

Notary Name: Dee Dudaish



**SURVEYOR'S CERTIFICATE**  
This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.  
Given my hand and seal of Indianapolis, Indiana this 11<sup>th</sup> day of November, 2002.



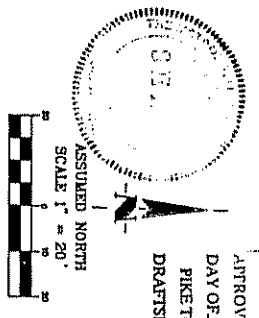
**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**  
BUILDING 03 BUILDING 04 BUILDING 19 BUILDING 20  
**SHEET 1**

D. & S.E. = DRAINAGE AND SEWER EASEMENT  
I/E = INGRESS EGRESS EASEMENT  
D.E. = DRAINAGE EASEMENT  
B.L. = BUILDING LINE  
BX00 = UNIT ADDRESS

[Signature]  
James M. Mulryan  
Registered Land Surveyor  
Indiana #860013

THIS INSTRUMENT PREPARED BY:  
 James W. Maloyan  
 The Schneider Corporation  
 3950 Olds Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-828-7100

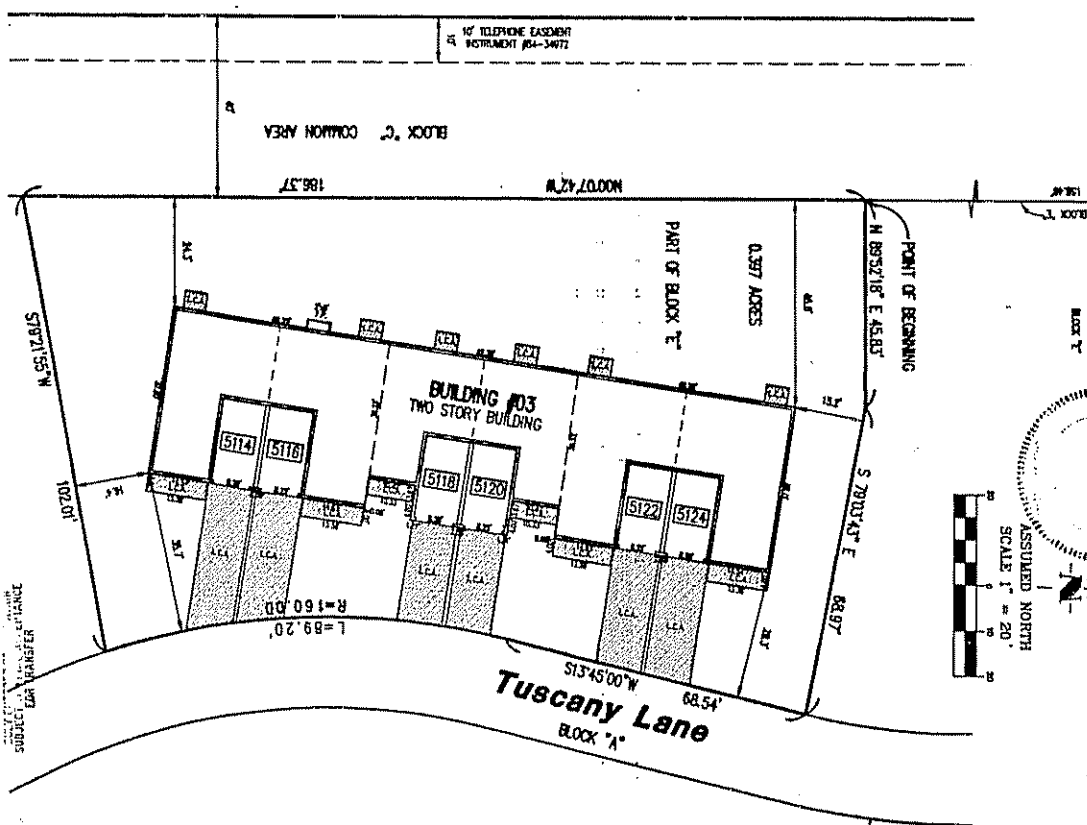
THIS IS A PART OF BLOCK "T"  
 OF THE  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 ASSUMED NORTH  
 SCALE 1" = 20'



APPROVED THIS 2  
 DAY OF DEC. 2002  
 FIRE TOWNSHIP ASSESSOR  
 DRAFTSMAN *Deborah Hart*

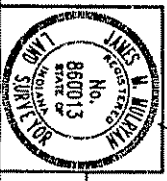
**BUILDING 03 IN PART OF BLOCK "E" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

020233950



L.C.A. - LAND COMPANY, INC.  
 D.L.E. - DRAINAGE ENGINEERING  
 I.C.E. - INDEPENDENT ENGINEERING  
 D.L. - DRAINAGE LAYOUT  
 P.C. - PLANNING COMMISSION  
 P.E. - PROFESSIONAL ENGINEER

HARTHA A. WOHACKS  
 83-3-1037 DEC 14, 2002  
 SUBJECT: UNIT TRANSFER



**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**  
 BUILDING 03  
 SHEET 1A

**OWNER'S CERTIFICATE**  
 This is to certify that the above described property was acquired by the Schneider Corporation under the authority of an Indiana Professional Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.  
 Done my hand and seal of Notary Public, Indiana this 11 day of November, 2002.  
*James W. Maloyan*  
 Notary Public  
 Indiana (860013)

**STATE OF INDIANA**  
 COUNTY OF MADISON )  
 SS:  
 I, *James W. Maloyan*, Notary Public, do hereby certify that the within and foregoing plat is a correct representation of the instrument on which the same is based and showed the signatures therein.  
 Witness my signature and seal this 11 day of November, 2002.  
 My commission expires Nov 23 2010  
 Notary Public: *Deborah Hart*  
 Signature  
 Printed Name: *Deborah Hart*

**STATE OF INDIANA**  
 COUNTY OF MADISON )  
 SS:  
 I, *James W. Maloyan*, Notary Public, do hereby certify that the within and foregoing plat is a correct representation of the instrument on which the same is based and showed the signatures therein.  
 Witness my signature and seal this 11 day of November, 2002.  
 My commission expires Nov 23 2010  
 Notary Public: *Deborah Hart*  
 Signature  
 Printed Name: *Deborah Hart*

**STATE OF INDIANA**  
 COUNTY OF MADISON )  
 SS:  
 I, *James W. Maloyan*, Notary Public, do hereby certify that the within and foregoing plat is a correct representation of the instrument on which the same is based and showed the signatures therein.  
 Witness my signature and seal this 11 day of November, 2002.  
 My commission expires Nov 23 2010  
 Notary Public: *Deborah Hart*  
 Signature  
 Printed Name: *Deborah Hart*

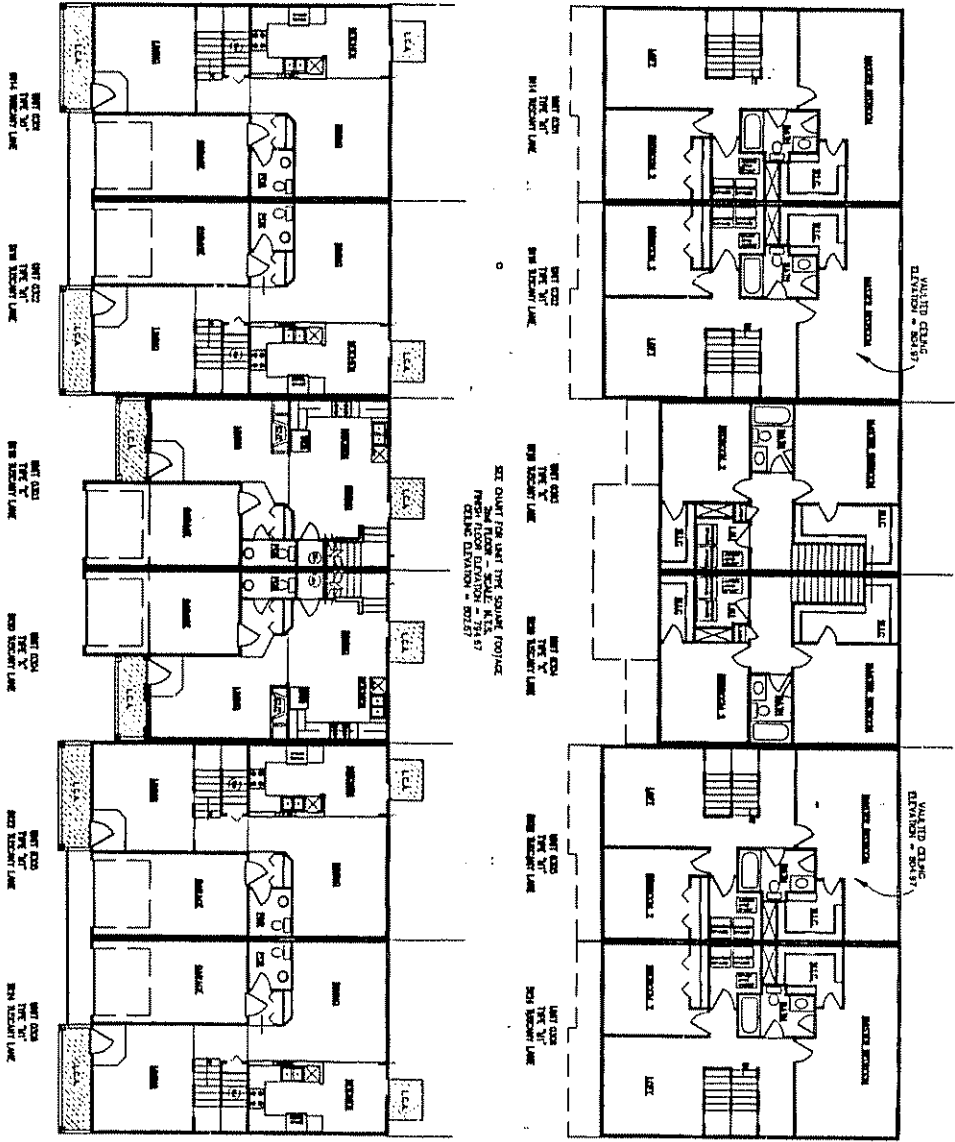
**STATE OF INDIANA**  
 COUNTY OF MADISON )  
 SS:  
 I, *James W. Maloyan*, Notary Public, do hereby certify that the within and foregoing plat is a correct representation of the instrument on which the same is based and showed the signatures therein.  
 Witness my signature and seal this 11 day of November, 2002.  
 My commission expires Nov 23 2010  
 Notary Public: *Deborah Hart*  
 Signature  
 Printed Name: *Deborah Hart*

**STATE OF INDIANA**  
 COUNTY OF MADISON )  
 SS:  
 I, *James W. Maloyan*, Notary Public, do hereby certify that the within and foregoing plat is a correct representation of the instrument on which the same is based and showed the signatures therein.  
 Witness my signature and seal this 11 day of November, 2002.  
 My commission expires Nov 23 2010  
 Notary Public: *Deborah Hart*  
 Signature  
 Printed Name: *Deborah Hart*

THIS INSTRUMENT PREPARED BY  
 James M. Mulryon  
 The Schneider Corporation  
 8901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-825-7100

**THE PLANS**  
**BUILDING 03 PLAN** 020733980  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

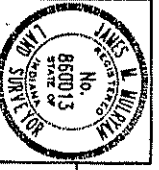
NOTES:  
 The interior floor plans were provided by CAD Corporation, P.O. Box 3563, Carmel, IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 1A for Building 03.



UNIT SQUARE FOOTINGS	
0201 - TYPE "W"	
FIRST FLOOR - 643 sq. ft.	
SECOND FLOOR - 812 sq. ft.	
TOTAL - 1,455 sq. ft.	
GARAGE - 189 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL UNDER ROOF - 1,727 sq. ft.	
0202 - TYPE "W"	
FIRST FLOOR - 643 sq. ft.	
SECOND FLOOR - 838 sq. ft.	
TOTAL - 1,481 sq. ft.	
GARAGE - 190 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL UNDER ROOF - 1,725 sq. ft.	
0203 - TYPE "Y"	
FIRST FLOOR - 471 sq. ft.	
SECOND FLOOR - 589 sq. ft.	
TOTAL - 1,060 sq. ft.	
GARAGE - 189 sq. ft.	
COVERED PORCH - 38 sq. ft.	
TOTAL UNDER ROOF - 1,299 sq. ft.	
0204 - TYPE "Y"	
FIRST FLOOR - 471 sq. ft.	
SECOND FLOOR - 589 sq. ft.	
TOTAL - 1,060 sq. ft.	
GARAGE - 189 sq. ft.	
COVERED PORCH - 38 sq. ft.	
TOTAL UNDER ROOF - 1,299 sq. ft.	
0205 - TYPE "W"	
FIRST FLOOR - 643 sq. ft.	
SECOND FLOOR - 812 sq. ft.	
TOTAL - 1,455 sq. ft.	
GARAGE - 189 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL UNDER ROOF - 1,725 sq. ft.	
0206 - TYPE "W"	
FIRST FLOOR - 643 sq. ft.	
SECOND FLOOR - 812 sq. ft.	
TOTAL - 1,455 sq. ft.	
GARAGE - 189 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL UNDER ROOF - 1,725 sq. ft.	

SEE DRAWING FOR UNIT TYPE SQUARE FOOTINGS  
 1st FLOOR - SCALE N.T.S.  
 2nd FLOOR - SCALE N.T.S.  
 COMMON AREAS - SCALE N.T.S.  
 THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED BY THE SCHNEIDER CORPORATION UNDER THE DIRECTION OF AN INDICATED PROFESSIONAL LAND SURVEYOR AND THAT THE PLAN HEREIN DRAWN IS A CORRECT REPRESENTATION OF THE SURVEY, AS DELIVERED OR AS SHOWN IN THE FIELD BOOKS ON HAND.  
 Given my hand and seal at Indianapolis, Indiana this 11th day of November, 2002.

James M. Mulryon  
 Professional Land Surveyor  
 Indiana #60013

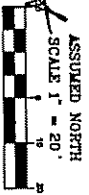


PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 03  
 SHEET 1B



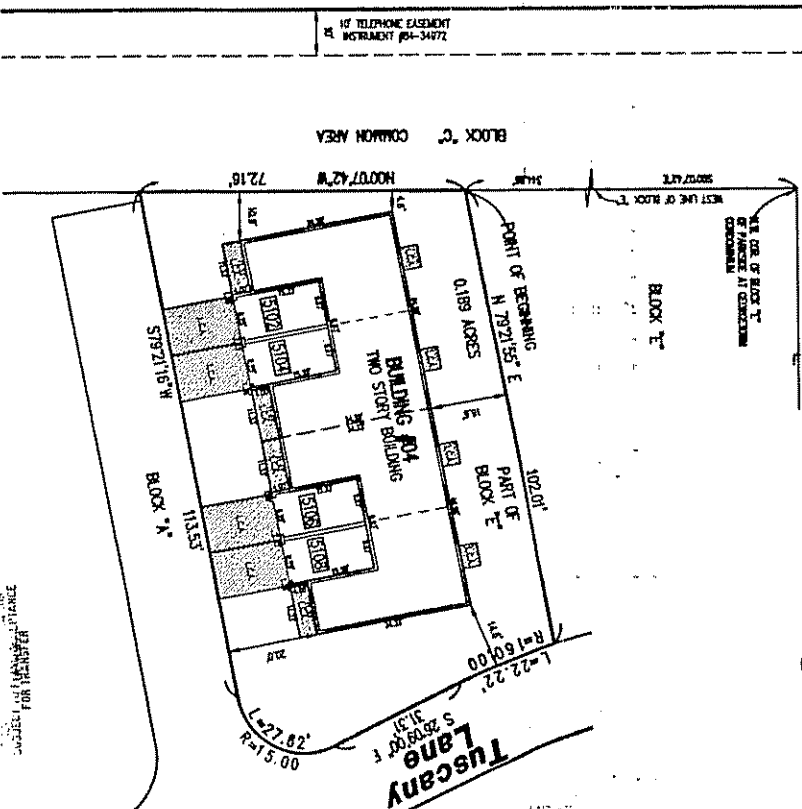
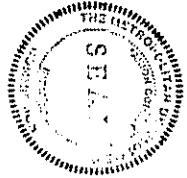
PLANS FOR BUILDING 03

ARTICLE 11  
 DAY OF DEC 2002  
 PIKE TOWNSHIP ASSESSOR  
 DRAFTSMAN *Deborah*



020233980

**BUILDING 04 IN PART OF BLOCK 'E' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**



LOCAL - LIMITED COMMON AREA  
 IN A PART OF PARKSIDE AT GEORGETOWN  
 IN A PART OF DELAWARE COUNTY  
 IN A PART OF INDIANA  
 AS SHOWN ON THE ATTACHED PLAN  
 FOR THE PURPOSE OF  
 THE CONDOMINIUM ACT

83-330 66664  
 MARTHA A. HARSHBARGER  
 9400 W. LINDEN AVENUE  
 INDIANAPOLIS, IN 46228

**PARTIAL AT GEORGETOWN - BUILDING 04**

A part of Block 'E' in the Condensed First Part of Part of Parkside at Georgetown Condominium (recorded on instrument # 22222  
 2233333) in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Half of the  
 Southeast Quarter of Section 7, Township 15 North, Range 3 East, Pike Township, Marion County, Indiana, and being more  
 particularly described as follows:

Commencing at the northern corner of said Block 'E', thence South 03 degrees 07 minutes 42 seconds East (bearing  
 bearing) 55 feet to the center of said Block 'E', a distance of 344.56 to the Point of Beginning; thence North 79 degrees 21  
 minutes 55 seconds East (bearing) a distance of 1072.01 feet to the east line of said Block 'E', thence the said 4 courses being along  
 the eastern and northern lines of said Block 'E', and point being on a non-integer curve to the left, having a radius of 181.00  
 feet, the radius point, eight bears North 71 degrees 48 minutes 23 seconds East; (1) subsequently along said curve on an  
 arc, distance of 22.22 feet to a point which bears South 63 degrees 51 minutes 00 seconds West from said radius point; (2) thence  
 South 26 degrees 09 minutes 00 seconds East a distance of 31.31 feet to a tangent curve to the right, having a radius of  
 143.00 feet, the radius point which bears South 63 degrees 50 minutes 59 seconds West; (3) subsequently along said curve on an  
 arc, distance of 27.82 feet to a point which bears South 10 degrees 20 minutes 00 seconds East from said radius point; (4) South 79 degrees 21 minutes 16 seconds West a distance of 44.133 feet on the said line of said  
 Block 'E', thence North 03 degrees 07 minutes 42 seconds West along said line a distance of 721.5 feet to the Point of  
 Beginning, containing 0.189 acre more or less.

**OWNER'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana  
 Registered Land Surveyor and that the part hereon shown is a correct representation of said survey. All distances are shown in  
 feet and decimal fractions thereof.

Done my hand and seal of Indianapolis, Indiana this 11<sup>th</sup> day of November, 2002.

STATE OF INDIANA )  
 COUNTY OF MARION ) SS

By *James W. Maloney*  
 Registered Land Surveyor  
 Indiana #22013

020233980

Witness my signature and the 11<sup>th</sup> day of November, 2002.

By combination expires June 23, 2003 Haverhill, IN  
 County of Madison

Notary Public: Deborah  
 Signature

Printed Name: Deborah

I, Tailorway Stewart, witness the signatures of Owner and declare this 12<sup>th</sup> day of November, 2002.

Owner:  
 Parcel Name: Parade Home, LLC, an Illinois Limited Liability Company, authorized to do business in Indiana  
*William Stewart*  
 (Witness Signature) Title (Official)

STATE OF INDIANA )  
 COUNTY OF MARION ) SS

Whereas my signature and seal this 12<sup>th</sup> day of November, 2002

By combination expires August 21, 2003 Bluffton, IN  
 County of Madison

Notary Public: William Stewart  
 Signature

Printed Name: William Stewart



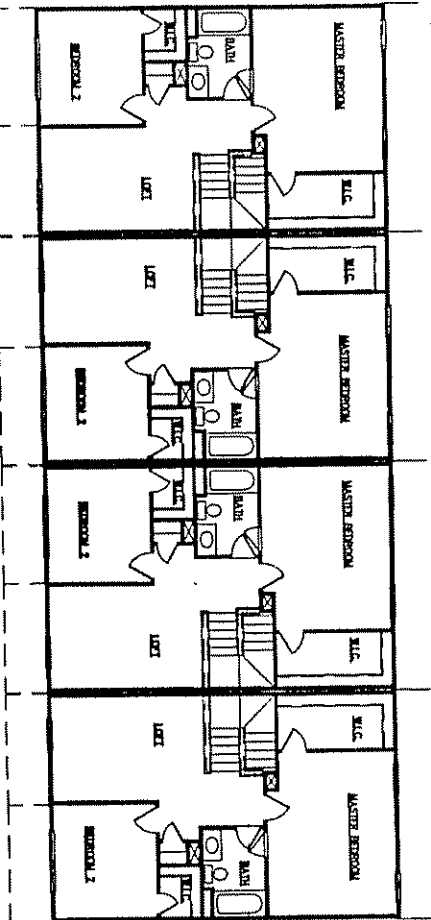
890013  
 STATE OF INDIANA  
 LAND SURVEYOR

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

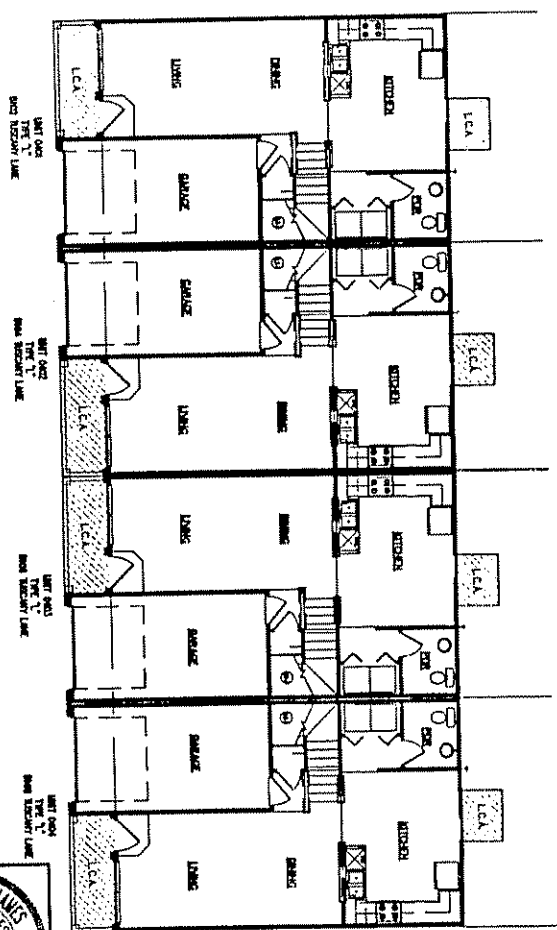
BUILDING 04

SHEET 2 A

020233980



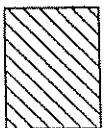
SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2nd FLOOR - SCALE 1" = 10'  
 FINISH FLOOR ELEVATION - 774.63  
 CEILING ELEVATION - 824.33



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 1st FLOOR - SCALE 1" = 10'  
 FINISH FLOOR ELEVATION - 775.23  
 CEILING ELEVATION - 784.93

**THE PLANS**  
**BUILDING 04 PLAN**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 2A for Building 04.

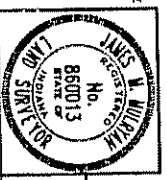


UNITS COMMON AREA

020233980

UNITS SQUARE FOOTAGE	
0401 - TYPE "1"	0402 - TYPE "1"
FIRST FLOOR - 551 sq. ft.	FIRST FLOOR - 549 sq. ft.
SECOND FLOOR - 706 sq. ft.	SECOND FLOOR - 706 sq. ft.
TOTAL - 1,257 sq. ft.	TOTAL - 1,257 sq. ft.
GARAGE - 188 sq. ft.	GARAGE - 190 sq. ft.
COVERED PORCH - 45 sq. ft.	COVERED PORCH - 45 sq. ft.
TOTAL UNDER ROOF - 1,492 sq. ft.	TOTAL UNDER ROOF - 1,492 sq. ft.
0403 - TYPE "1"	0404 - TYPE "1"
FIRST FLOOR - 551 sq. ft.	FIRST FLOOR - 551 sq. ft.
SECOND FLOOR - 706 sq. ft.	SECOND FLOOR - 706 sq. ft.
TOTAL - 1,257 sq. ft.	TOTAL - 1,257 sq. ft.
GARAGE - 190 sq. ft.	GARAGE - 188 sq. ft.
COVERED PORCH - 45 sq. ft.	COVERED PORCH - 45 sq. ft.
TOTAL UNDER ROOF - 1,492 sq. ft.	TOTAL UNDER ROOF - 1,490 sq. ft.

**SURVEYOR'S CERTIFICATE**  
 This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of James M. Mulroy, Professional Land Surveyor and that the plan hereon shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.  
 Given my hand and seal at Indianapolis, Indiana this 11th day of November, 2002.



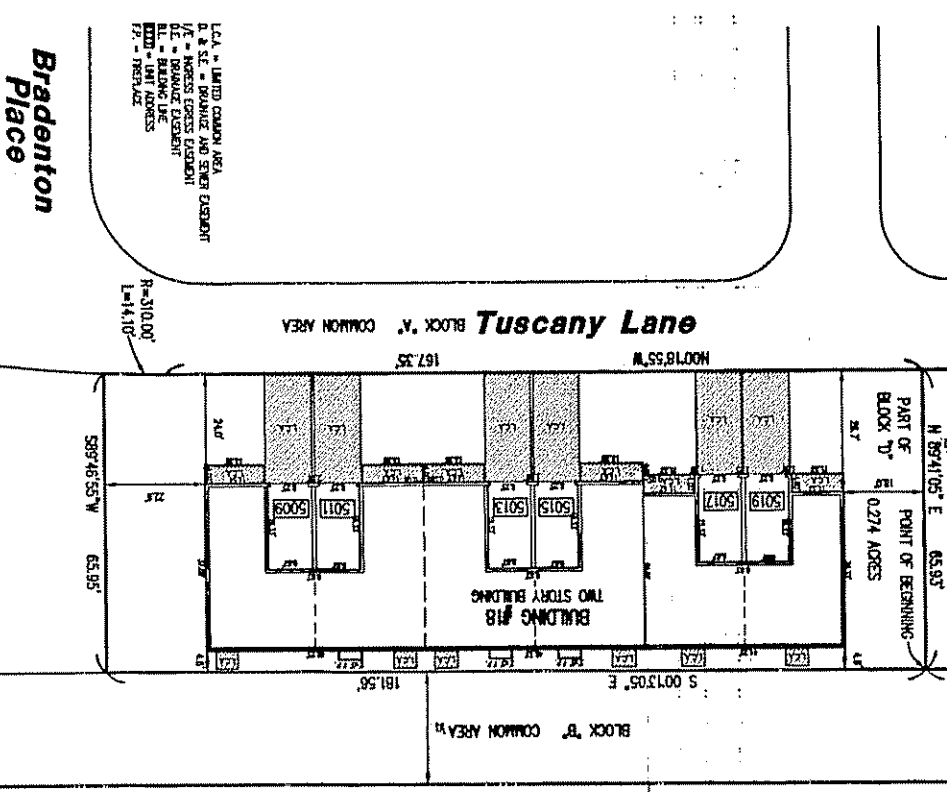
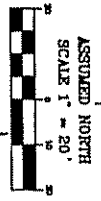
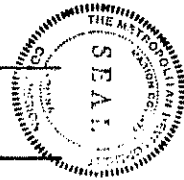
By: *James M. Mulroy*  
 James M. Mulroy  
 Registered Land Surveyor  
 Indiana 858013

**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**  
 BUILDING 04

**SHEET 2 B**

THIS INSTRUMENT PREPARED BY:  
**James M. Madryga**  
 The Schneider Corporation  
 8901 Oita Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

APPROVED THIS 3 DAY OF Dec 2002  
 PIKE TOWNSHIP ASSESSOR  
**Debra Heist**  
 DRAFTSMAN **Debra Heist**



**BUILDING #18 IN PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM**

HARTHA A. WOHARNS  
 LECTOR  
 11934 0 DEC -08  
 SUBJECT: **BUILDING #18 IN PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM**  
 0202333980

A part Block 'D' in the Condition First Plat of Parkside at Georgetown Condominium (recorded as Instrument # 22722) in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 15 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Block 'D', being South 00 degree 13 minutes 02 seconds East (bearing) 137.23 feet to the East End of said Block 'D' a distance of 399.73 to the East End of the line of the North-South line of the Section 7, Township 15 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Licensed Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

*(Signature)*  
 James M. Madryga  
 Registered Professional Land Surveyor  
 License #12014

0202333980

STATE OF INDIANA )  
 COUNTY OF MARION )  
 Whereas my applicant and me the 11<sup>th</sup> day of November, 2002,  
 by commission expires Dec 03, 2004 Harlock  
 Notary Public Dea Padick County of residence  
 Notary Name Dea Padick  
 Signature  
 In testimony whereof, witness the signatures of Donor and Donee on this 12<sup>th</sup> day of November, 2002.

Donor: Parkside Homes, LLC in Block United Liability Company, authorized to do business in Indiana  
 Signature of (recipient) (his Office)  
*(Signature)*

STATE OF INDIANA )  
 COUNTY OF COOK )  
 Whereas my applicant and me the 12<sup>th</sup> day of November, 2002,  
 by commission expires August 31, 2010 Hawes  
 Notary Public Walter A. Hawes County of residence  
 Notary Name Walter A. Hawes  
 Signature  
 Whereas my applicant and me the 12<sup>th</sup> day of November, 2002,  
 by commission expires August 31, 2010 Hawes  
 Notary Public Walter A. Hawes County of residence  
 Notary Name Walter A. Hawes  
 Signature



**PARKSIDE AT GEORGETOWN CONDOMINIUM BUILDING B**

L.C.A. = LIGHT COMMON AREA  
 D.F. = DRIVEWAY AND STAIR CASING  
 I.F. = IMPROVED EXISTING PAVEMENT  
 O.E. = ORIGINAL EXISTING  
 R.L.L. = RAILING LINE  
 R.D.M. = UNIT ADDRESS  
 F.V. = FIREPLACE

**Bradenton Place**



MARION COUNTY RECORDER  
2006-129421

RECORDED  
7/21/12 11:39  
MARION COUNTY RECORDS

THIS INSTRUMENT PREPARED BY  
Shawn E. Gorman  
Indiana #00012  
The Sander Corporation  
5501 Old Avenue  
Indianapolis, Indiana 46216-1017  
Phone 317-629-1100

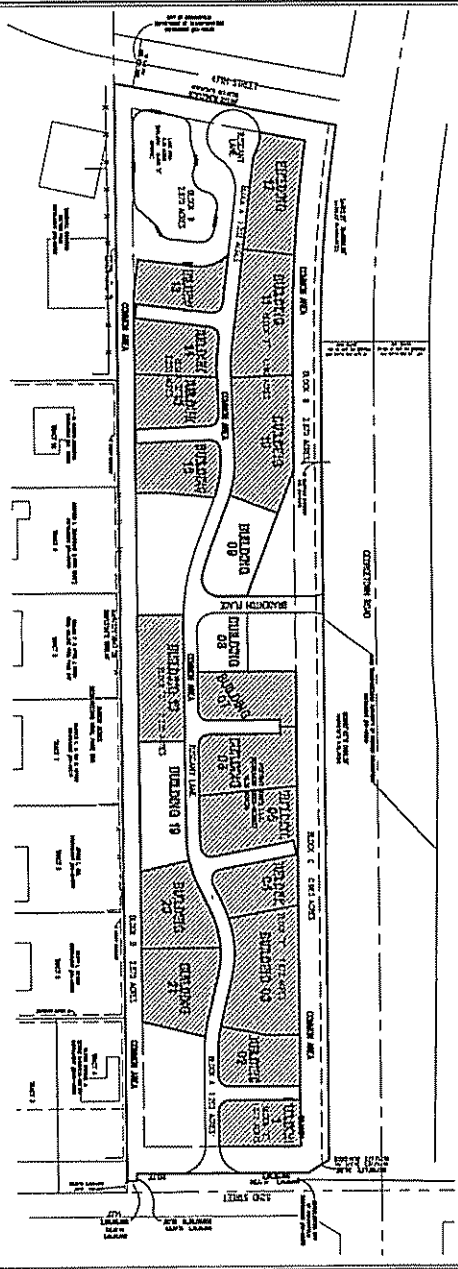
REPLAT OF PART OF BLOCK 'E' OF  
PARKSIDE AT GEORGETOWN CONDOMINIUM

ASSURED NORTH  
N.T.S.

General Particulars of Condominium Declaration

A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 1 East, Pace Township, Marion County, Indiana, and being more particularly described as follows:

Beginning of a Part South 0 degrees 14 minutes 24 seconds East (General Bearing) 16.59 feet from the Northeast corner of the said half quarter section and thence containing South 0 degrees 14 minutes 14 seconds East 1593.14 feet along the East line of said half quarter section to the North line of the right of way of West 77th Street, thence North 79 degrees 14 minutes 24 seconds West 113.48 feet along said right of way line to a point on the East right of way line of Georgetown Road, thence North 209.03 feet along an arc to the East end being a radius of 1950.88 feet and established by a long curve bearing North 0 degrees 14 minutes 24 seconds East and ending at a point on the East right of way line of Georgetown Road, thence North 0 degrees 14 minutes 24 seconds East and South 0 degrees 14 minutes 24 seconds West 17.27 feet to the East end of a line three times North 57 degrees 53 minutes 23 seconds East 134.84 feet (along 34.21 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street, thence North 00 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line, thence North 00 degrees 00 minutes 00 seconds East 18.00 feet along said South right of way line, thence North 53 degrees 00 minutes 00 seconds East 14.28 feet along said South right of way line to the Point of Beginning containing 10,333 acres more or less



B & S.C. - PLANNING AND SURVEY DESIGN  
116 S. MARKET STREET  
INDIANAPOLIS, INDIANA 46202  
TEL: 317-633-1100  
WWW.BANDS.C.COM



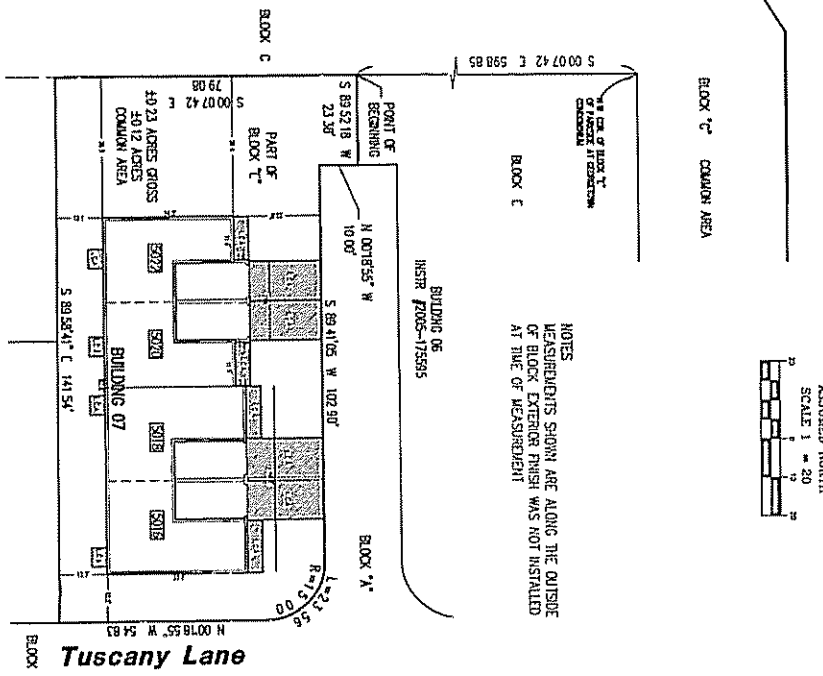
EXHIBIT 'A'  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING 07  
SHEET 18

APPROVED THIS 25th  
DAY OF AUGUST 2012  
DIRETTORE OF THE  
DEPARTMENT OF REVENUE  
AND TAXATION



MAPS AND RECORDS  
MARION COUNTY, INDIANA  
31-7573-00208  
SUBJECT: 11/12/12  
DATE: 11/12/12

THIS INSTRUMENT PREPARED BY  
Bryan F. Goble  
The Schematic Corporation  
5301 Ochs Avenue  
Hickory Creek, Indiana 46216-1017  
Phone 317-625-7100



NOTES  
MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
OF BLOCK EXTERIOR FINISH WAS NOT INSTALLED  
AT TIME OF MEASUREMENT

**EXHIBIT "A"**  
**BUILDING 07 IN PART OF BLOCK "E" OF  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM**

**PARCER AT GEORGETOWN - BUILDING 07**  
A lot Block E, in the Condominium Plat of Parkside at Georgetown Condominium (referred to hereinafter as the "Plat"), is a portion of the original 2006-129421 of the Block E, Block F, Block G, Block H, Block I, Block J, Block K, Block L, Block M, Block N, Block O, Block P, Block Q, Block R, Block S, Block T, Block U, Block V, Block W, Block X, Block Y, Block Z, Block AA, Block AB, Block AC, Block AD, Block AE, Block AF, Block AG, Block AH, Block AI, Block AJ, Block AK, Block AL, Block AM, Block AN, Block AO, Block AP, Block AQ, Block AR, Block AS, Block AT, Block AU, Block AV, Block AW, Block AX, Block AY, Block AZ, Block BA, Block BB, Block BC, Block BD, Block BE, Block BF, Block BG, Block BH, Block BI, Block BJ, Block BK, Block BL, Block BM, Block BN, Block BO, Block BP, Block BQ, Block BR, Block BS, Block BT, Block BU, Block BV, Block BW, Block BX, Block BY, Block BZ, Block CA, Block CB, Block CC, Block CD, Block CE, Block CF, Block CG, Block CH, Block CI, Block CJ, Block CK, Block CL, Block CM, Block CN, Block CO, Block CP, Block CQ, Block CR, Block CS, Block CT, Block CU, Block CV, Block CW, Block CX, Block CY, Block CZ, Block DA, Block DB, Block DC, Block DD, Block DE, Block DF, Block DG, Block DH, Block DI, Block DJ, Block DK, Block DL, Block DM, Block DN, Block DO, Block DP, Block DQ, Block DR, Block DS, Block DT, Block DU, Block DV, Block DW, Block DX, Block DY, Block DZ, Block EA, Block EB, Block EC, Block ED, Block EE, Block EF, Block EG, Block EH, Block EI, Block EJ, Block EK, Block EL, Block EM, Block EN, Block EO, Block EP, Block EQ, Block ER, Block ES, Block ET, Block EU, Block EV, Block EW, Block EX, Block EY, Block EZ, Block FA, Block FB, Block FC, Block FD, Block FE, Block FF, Block FG, Block FH, Block FI, Block FJ, Block FK, Block FL, Block FM, Block FN, Block FO, Block FP, Block FQ, Block FR, Block FS, Block FT, Block FU, Block FV, Block FW, Block FX, Block FY, Block FZ, Block GA, Block GB, Block GC, Block GD, Block GE, Block GF, Block GG, Block GH, Block GI, Block GJ, Block GK, Block GL, Block GM, Block GN, Block GO, Block GP, Block GQ, Block GR, Block GS, Block GT, Block GU, Block GV, Block GW, Block GX, Block GY, Block GZ, Block HA, Block HB, Block HC, Block HD, Block HE, Block HF, Block HG, Block HH, Block HI, Block HJ, Block HK, Block HL, Block HM, Block HN, Block HO, Block HP, Block HQ, Block HR, Block HS, Block HT, Block HU, Block HV, Block HW, Block HX, Block HY, Block HZ, Block IA, Block IB, Block IC, Block ID, Block IE, Block IF, Block IG, Block IH, Block II, Block IJ, Block IK, Block IL, Block IM, Block IN, Block IO, Block IP, Block IQ, Block IR, Block IS, Block IT, Block IU, Block IV, Block IW, Block IX, Block IY, Block IZ, Block JA, Block JB, Block JC, Block JD, Block JE, Block JF, Block JG, Block JH, Block JI, Block JJ, Block JK, Block JL, Block JM, Block JN, Block JO, Block JP, Block JQ, Block JR, Block JS, Block JT, Block JU, Block JV, Block JW, Block JX, Block JY, Block JZ, Block KA, Block KB, Block KC, Block KD, Block KE, Block KF, Block KG, Block KH, Block KI, Block KJ, Block KK, Block KL, Block KM, Block KN, Block KO, Block KP, Block KQ, Block KR, Block KS, Block KT, Block KU, Block KV, Block KW, Block KX, Block KY, Block KZ, Block LA, Block LB, Block LC, Block LD, Block LE, Block LF, Block LG, Block LH, Block LI, Block LJ, Block LK, Block LL, Block LM, Block LN, Block LO, Block LP, Block LQ, Block LR, Block LS, Block LT, Block LU, Block LV, Block LW, Block LX, Block LY, Block LZ, Block MA, Block MB, Block MC, Block MD, Block ME, Block MF, Block MG, Block MH, Block MI, Block MJ, Block MK, Block ML, Block MM, Block MN, Block MO, Block MP, Block MQ, Block MR, Block MS, Block MT, Block MU, Block MV, Block MW, Block MX, Block MY, Block MZ, Block NA, Block NB, Block NC, Block ND, Block NE, Block NF, Block NG, Block NH, Block NI, Block NJ, Block NK, Block NL, Block NM, Block NN, Block NO, Block NP, Block NQ, Block NR, Block NS, Block NT, Block NU, Block NV, Block NW, Block NX, Block NY, Block NZ, Block OA, Block OB, Block OC, Block OD, Block OE, Block OF, Block OG, Block OH, Block OI, Block OJ, Block OK, Block OL, Block OM, Block ON, Block OO, Block OP, Block OQ, Block OR, Block OS, Block OT, Block OU, Block OV, Block OW, Block OX, Block OY, Block OZ, Block PA, Block PB, Block PC, Block PD, Block PE, Block PF, Block PG, Block PH, Block PI, Block PJ, Block PK, Block PL, Block PM, Block PN, Block PO, Block PP, Block PQ, Block PR, Block PS, Block PT, Block PU, Block PV, Block PW, Block PX, Block PY, Block PZ, Block QA, Block QB, Block QC, Block QD, Block QE, Block QF, Block QG, Block QH, Block QI, Block QJ, Block QK, Block QL, Block QM, Block QN, Block QO, Block QP, Block QQ, Block QR, Block QS, Block QT, Block QU, Block QV, Block QW, Block QX, Block QY, Block QZ, Block RA, Block RB, Block RC, Block RD, Block RE, Block RF, Block RG, Block RH, Block RI, Block RJ, Block RK, Block RL, Block RM, Block RN, Block RO, Block RP, Block RQ, Block RR, Block RS, Block RT, Block RU, Block RV, Block RW, Block RX, Block RY, Block RZ, Block SA, Block SB, Block SC, Block SD, Block SE, Block SF, Block SG, Block SH, Block SI, Block SJ, Block SK, Block SL, Block SM, Block SN, Block SO, Block SP, Block SQ, Block SR, Block SS, Block ST, Block SU, Block SV, Block SW, Block SX, Block SY, Block SZ, Block TA, Block TB, Block TC, Block TD, Block TE, Block TF, Block TG, Block TH, Block TI, Block TJ, Block TK, Block TL, Block TM, Block TN, Block TO, Block TP, Block TQ, Block TR, Block TS, Block TT, Block TU, Block TV, Block TW, Block TX, Block TY, Block TZ, Block UA, Block UB, Block UC, Block UD, Block UE, Block UF, Block UG, Block UH, Block UI, Block UJ, Block UK, Block UL, Block UM, Block UN, Block UO, Block UP, Block UQ, Block UR, Block US, Block UT, Block UY, Block UZ, Block VA, Block VB, Block VC, Block VD, Block VE, Block VF, Block VG, Block VH, Block VI, Block VJ, Block VK, Block VL, Block VM, Block VN, Block VO, Block VP, Block VQ, Block VR, Block VS, Block VT, Block VU, Block VV, Block VW, Block VX, Block VY, Block VZ, Block WA, Block WB, Block WC, Block WD, Block WE, Block WF, Block WG, Block WH, Block WI, Block WJ, Block WK, Block WL, Block WM, Block WN, Block WO, Block WP, Block WQ, Block WR, Block WS, Block WT, Block WU, Block WV, Block WW, Block WX, Block WY, Block WZ, Block XA, Block XB, Block XC, Block XD, Block XE, Block XF, Block XG, Block XH, Block XI, Block XJ, Block XK, Block XL, Block XM, Block XN, Block XO, Block XP, Block XQ, Block XR, Block XS, Block XT, Block XU, Block XV, Block XW, Block XX, Block XY, Block XZ, Block YA, Block YB, Block YC, Block YD, Block YE, Block YF, Block YG, Block YH, Block YI, Block YJ, Block YK, Block YL, Block YM, Block YN, Block YO, Block YP, Block YQ, Block YR, Block YS, Block YT, Block YU, Block YV, Block YW, Block YX, Block YY, Block YZ, Block ZA, Block ZB, Block ZC, Block ZD, Block ZE, Block ZF, Block ZG, Block ZH, Block ZI, Block ZJ, Block ZK, Block ZL, Block ZM, Block ZN, Block ZO, Block ZP, Block ZQ, Block ZR, Block ZS, Block ZT, Block ZU, Block ZV, Block ZW, Block ZX, Block ZY, Block ZZ.

**OWNER'S CERTIFICATE**

I, Bryan F. Goble, being duly sworn, depose and say that the above described property was surveyed by me as Schematic Corporation under the direction of my father, Bryan F. Goble, Sr., and that the plat herein shown is a correct representation of said survey. My signature as shown hereon is my true and correct signature.  
Dated this 3rd day of April, 2006.

SIGNATURE OF OWNER:  
By: *Bryan F. Goble, Jr.*  
Bryan F. Goble, Jr.  
Schematic Corporation

STATE OF INDIANA }  
COUNTY OF WELLS }

Before me a Notary Public in and for said county and state, personally appeared Bryan F. Goble, Sr. and Bryan F. Goble, Jr., known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal this 3rd day of April, 2006.  
My commission expires 3/31/2009.  
*Henry Hulse*  
Notary Public

I, Bryan F. Goble, Jr., being duly sworn, depose and say that the above described property was surveyed by me as Schematic Corporation under the direction of my father, Bryan F. Goble, Sr., and that the plat herein shown is a correct representation of said survey. My signature as shown hereon is my true and correct signature.  
Dated this 3rd day of April, 2006.

By: *Bryan F. Goble, Jr.*  
Bryan F. Goble, Jr.  
Schematic Corporation

STATE OF INDIANA }  
COUNTY OF WELLS }

Before me a Notary Public in and for said county and state, personally appeared Bryan F. Goble, Sr., Bryan F. Goble, Jr., and Jyllann R. Lewis, known to me to be the persons whose names are subscribed to the foregoing instrument, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.  
Given under my hand and seal this 3rd day of April, 2006.  
My commission expires 06/27/2011.  
*Jyllann R. Lewis*  
Notary Public

JYLLANN R. LEWIS  
NOTARY PUBLIC  
STATE OF IND. - NA  
MY COMM. EXP 06/27/2011

APPROVED THIS 3<sup>RD</sup> DAY OF APRIL 2006 BY THE MARION COUNTY RECORDING OFFICE.  
*[Signature]*  
RECORDING ASSISTANT  
DIVISION



L & L - LIMITED LIABILITY CO. OF MARION COUNTY, I.N.  
D & S - DEPARTMENT OF COUNTY CLERK  
OF MARION COUNTY, I.N.  
B.L. - BUREAU OF LAND RECORDS  
I.D.O. - COUNTY CLERK  
I.N. - INDIANA

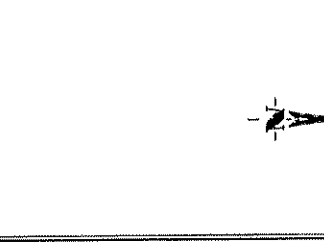
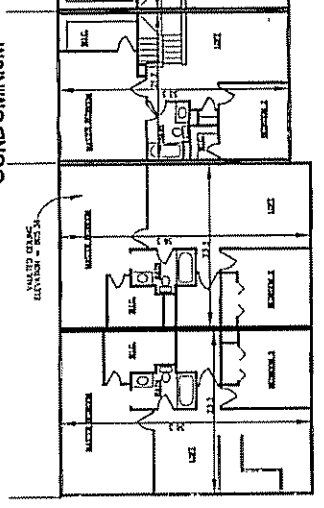
MARION COUNTY RECORDER  
2006-129421

THE PLANS  
BUILDING 07 PLAN  
PARKSIDE AT GEORGETOWN  
CONDOMINIUM

THIS INSTRUMENT PREPARED BY  
Evan F. Culin  
Registered Land Surveyor  
Indiana #310012  
The Schneider Corporation  
2501 Old Avenue  
Columbus, Indiana 47316-1037  
Phone: 317-829-7100

LCA = LIMITED COMMON AREA  
D & SE = DRIVEWAY AND ZEMER ELEVATION  
WC = WALKWAY ELEVATION  
EL = ELEVATION  
SECT = SECT. ADDRESS  
FP = FIRE ALARM

NOTES  
The interior floor plans were provided by CAD Corporation, P.O. Box 3553, Carmel, IN 46022, for reference only.  
Outside dimensions by The Schneider Corporation as shown on Sheet 18A for Building 07.



0701 - TYPE 01  
FIRST FLOOR - 821 sq. ft.  
SECOND FLOOR - 845 sq. ft.  
TOTAL - 1,666 sq. ft.  
GARAGE - 1,817 sq. ft.  
UNGRADED PAVED - 81 sq. ft.  
TOTAL UNDER ROOF - 3,564 sq. ft.

0702 - TYPE 01  
FIRST FLOOR - 845 sq. ft.  
SECOND FLOOR - 845 sq. ft.  
TOTAL - 1,690 sq. ft.  
GARAGE - 1,817 sq. ft.  
UNGRADED PAVED - 81 sq. ft.  
TOTAL UNDER ROOF - 3,593 sq. ft.

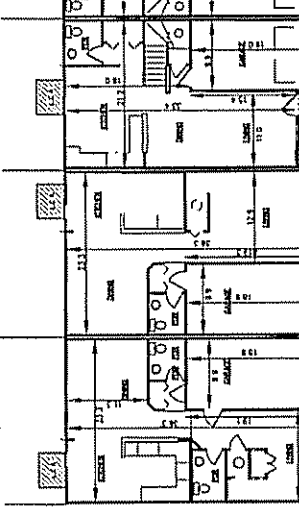
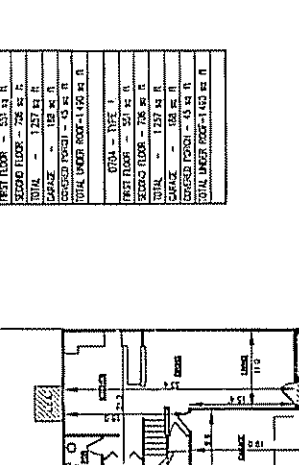
0703 - TYPE 01  
FIRST FLOOR - 853 sq. ft.  
SECOND FLOOR - 758 sq. ft.  
TOTAL - 1,611 sq. ft.  
GARAGE - 1,817 sq. ft.  
UNGRADED PAVED - 81 sq. ft.  
TOTAL UNDER ROOF - 3,499 sq. ft.

0704 - TYPE 01  
FIRST FLOOR - 501 sq. ft.  
SECOND FLOOR - 758 sq. ft.  
TOTAL - 1,259 sq. ft.  
GARAGE - 1,817 sq. ft.  
UNGRADED PAVED - 81 sq. ft.  
TOTAL UNDER ROOF - 3,157 sq. ft.

ASSUMED NORTH  
NOT TO SCALE

NOTE  
BACK PORCHES NOT INSTALLED AT TIME OF SURVEY

UNIT 101  
UNIT 102  
UNIT 201  
UNIT 202  
UNIT 203  
UNIT 204  
UNIT 205  
UNIT 206  
UNIT 207  
UNIT 208  
UNIT 209  
UNIT 210  
UNIT 211  
UNIT 212  
UNIT 213  
UNIT 214  
UNIT 215  
UNIT 216  
UNIT 217  
UNIT 218  
UNIT 219  
UNIT 220



STATE OF INDIANA  
COUNTY OF MADISON  
I, the undersigned, being a duly qualified and licensed Surveyor in and for the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original plan and map as shown to me by the said Surveyor, and that the same are in conformity with the laws of the State of Indiana relating to the recording of surveys.

Signature of Surveyor  
Date: 12/15/06  
City of Columbus, Indiana

Signature of Engineer  
Date: 12/15/06  
City of Columbus, Indiana

Signature of Architect  
Date: 12/15/06  
City of Columbus, Indiana

PROFESSIONAL SEAL  
No. 890258  
STATE OF INDIANA  
Professional Engineer  
Dennis A. Shover  
Indiana #890258

PROFESSIONAL SEAL  
No. 3740  
STATE OF INDIANA  
Professional Engineer  
Dennis A. Shover  
Indiana #890258

PROFESSIONAL SEAL  
No. 3740  
STATE OF INDIANA  
Professional Engineer  
Dennis A. Shover  
Indiana #890258

PROFESSIONAL SEAL  
No. 3740  
STATE OF INDIANA  
Professional Engineer  
Dennis A. Shover  
Indiana #890258

PARKSIDE AT GEORGETOWN  
CONDOMINIUM  
BUILDING 07  
SHEET 18 B  
E. VANOSDORF DR., COLUMBUS, IN 47316

THIS INSTRUMENT PREPARED BY:  
**James H. Marlyn**  
 Registered Land Surveyor  
 Indiana #660013  
 The Schneider Corporation  
 8501 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

RECEIVED FOR RECORD  
**02 08 26 PM 2:16**  
**WANDA MARTIN**  
 COUNTY CLERK

**REPLAT OF PART OF BLOCK  
 'D' OF PARKSIDE AT  
 GEORGETOWN  
 CONDOMINIUM**

APPROVED THIS 26  
 DAY OF DEC 2002  
**PIKE TOWNSHIP ASSESSOR**  
**DRAFTSMAN: Douglas Head**

020251769

**Cross REFERENCE**  
 2001-015176B

**OWNER'S CERTIFICATE**

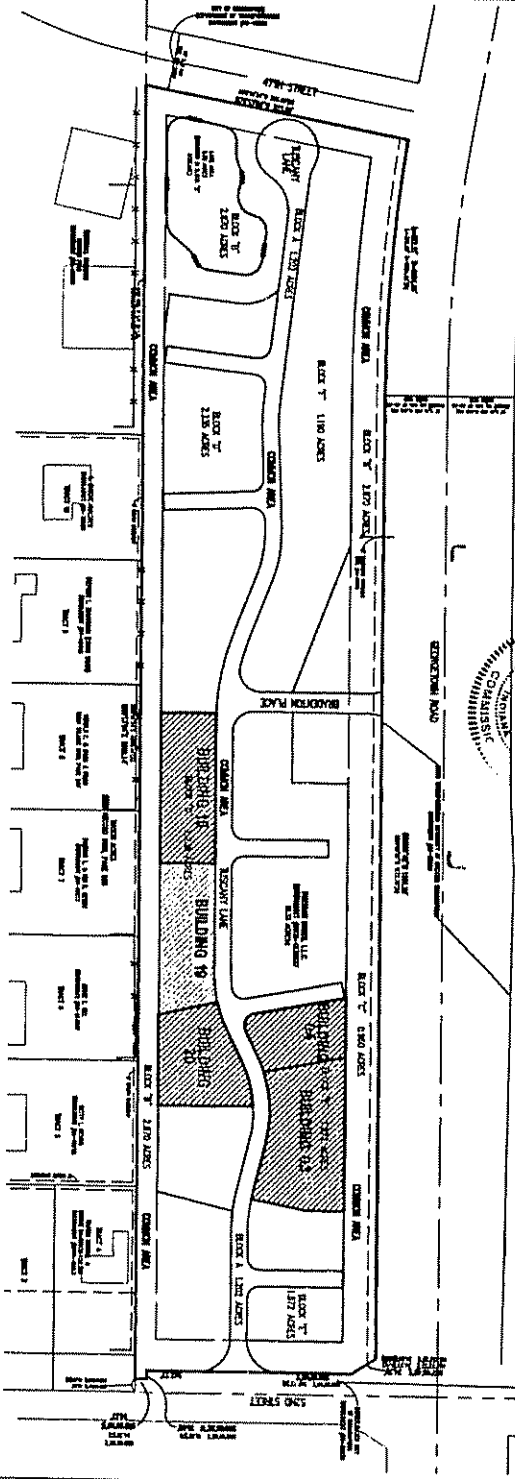
I do hereby certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimal thereof.  
 Given my hand and seal of Indianapolis, Indiana this 5th day of December, 2002.

STATE OF INDIANA )  
 COUNTY OF MADISON )  
 I, **James H. Marlyn**,  
 Registered Land Surveyor  
 Indiana #660013

Witness my signature and seal this 5th day of December, 2002.  
 by commission holder **Alashia Hartzog**  
 Henry Park  
 Secretary  
 Printed here: **Dec. 05/2002**  
 020251769

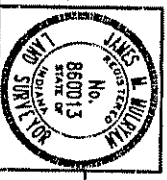


**Record Description (Attachment #2002-0128837)**  
 A part of the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:  
 Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence continuing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street; thence North 79 degrees 14 minutes 24 seconds West 323.46 feet along said right of way line to a point on the East right of way line of Georgetown Road; thence Northerly 309.03 feet along an arc to the left and having a radius of 1,984.66 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 28 seconds East and a length of 306.72 feet along said right of way line; thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line; thence North 57 degrees 53 minutes 23 seconds East 34.84 feet (dead) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street; thence North 90 degrees 00 minutes 00 seconds East 247.72 feet along said South right of way line; thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line; thence North 90 degrees 00 minutes 00 seconds East 14.26 feet along said South right of way line to the Point of Beginning, containing 10,333 acres more or less.



D & E2 - DRAINAGE AND SEWER ELEVATION  
 1/2 - HORIZONTAL CROSS ELEVATION  
 1/4 - DRAINAGE ELEVATION  
 1/8 - BUILDING ELEVATION  
 1/16 - LOT ADDRESS

020251769



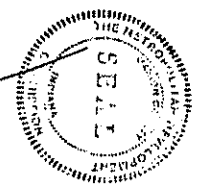
**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**SHEET 5**

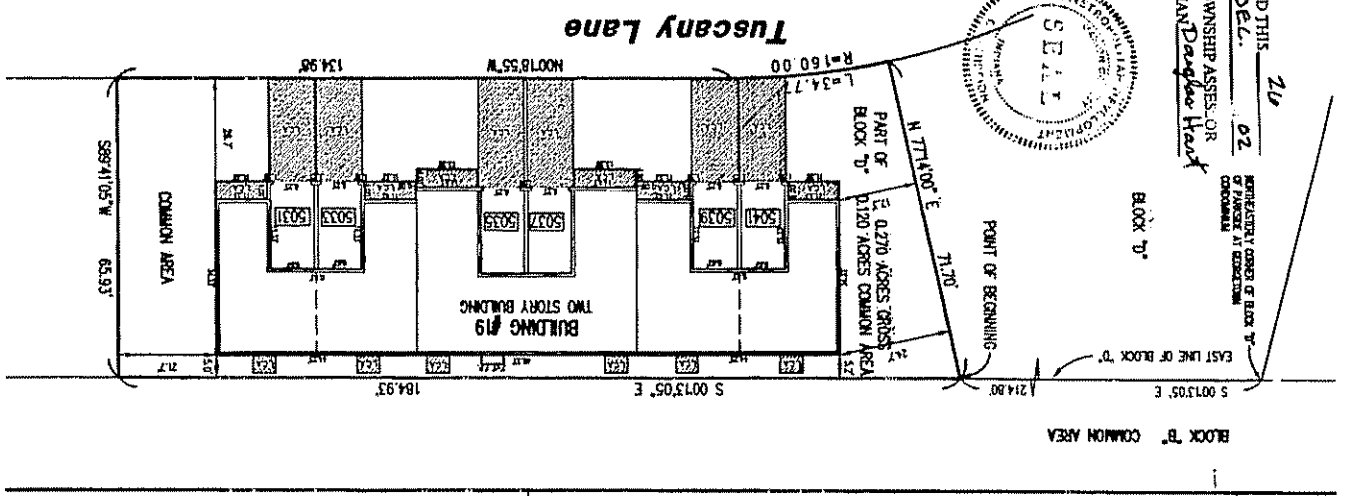
PLAT NO. 1021001 TOWNSHIP 16 NORTH RANGE 3 EAST

THIS INSTRUMENT PREPARED BY:  
 JOHN W. MURPHY  
 Registered Land Surveyor  
 License #650013  
 The Scheduler Corporation  
 6901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

APPROVED THIS 21  
 DAY OF Dec. 02  
 PIKE TOWNSHIP ASSESOR OR  
 DRAFTSMAN Douglas Hawk



1.C.L. = Utility Easement Area  
 D.S.C. = Drainage and Storm Easement  
 I/E = Easement Easement  
 B.L. = Building Easement  
 B.L. = Building Line  
 I.P. = Utility Easement



020251760

**BUILDING 19 IN PART OF BLOCK 'D' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARTS AT GEORGETOWN - BUILDING 19**  
 A part Block 'D' is the Condominium First Part of Parkside at Georgetown Condominium (located at Metcalf # 2007-021270 in the Office of the Recorder, Marion County, Indiana), being a condominium project in the West Half of the Southwest Quarter of Section 7, Township 15 North, Range 3 East, Pike Township, Marion County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of said Block 'D'; thence South 00 degrees 13 minutes 05 seconds East (bearing S 00°13'05\"/>

**SURVEYOR'S CERTIFICATE**

This is to certify that the above described property was surveyed by the Scheduler Corporation under the direction of an Indiana Professional Land Surveyor and that the field herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

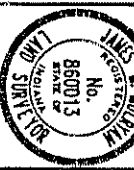
John W. Murphy  
 Registered Land Surveyor  
 License #650013



STATE OF INDIANA )  
 COUNTY OF MARION ) SS  
 Before me a notary public in and for said county and state, personally appeared James W. Murphy, Registered Land Surveyor, and acknowledged the execution of this instrument as his/her voluntary act and deed and signed his signature thereto.  
 Witness my signature and seal this 4 day of December, 2002.  
 My commission expires 1-23-10 MA 151242  
 Notary Public MA 151242  
 County of Marion  
 Printed Name Angela M. Nisice  
 Signature

In Testimony Whereof, I have signed this instrument and hereunto my hand and seal of office this 4 day of December, 2002.  
 Owner:  
 Federal Home, L.L.C. or its wholly owned subsidiary, authorized to do business in Indiana  
 by Michael J. Parnell, VP  
 (Michael J. Parnell) Vice President  
 STATE OF INDIANA )  
 COUNTY OF MARION ) SS  
 My commission expires 12-21-02  
 Notary Public MA 151242  
 County of Marion

Before me, the undersigned, a notary public in and for said county and state, personally appeared Michael J. Parnell, member of Federal Home, L.L.C., on whose behalf said company authorized to do business in Indiana, and acknowledged the execution of this instrument on his/her own behalf and signed his signature thereto.  
 Witness my signature and seal this 6 day of December, 2002.  
 My commission expires 12-21-02  
 Notary Public MA 151242  
 County of Marion



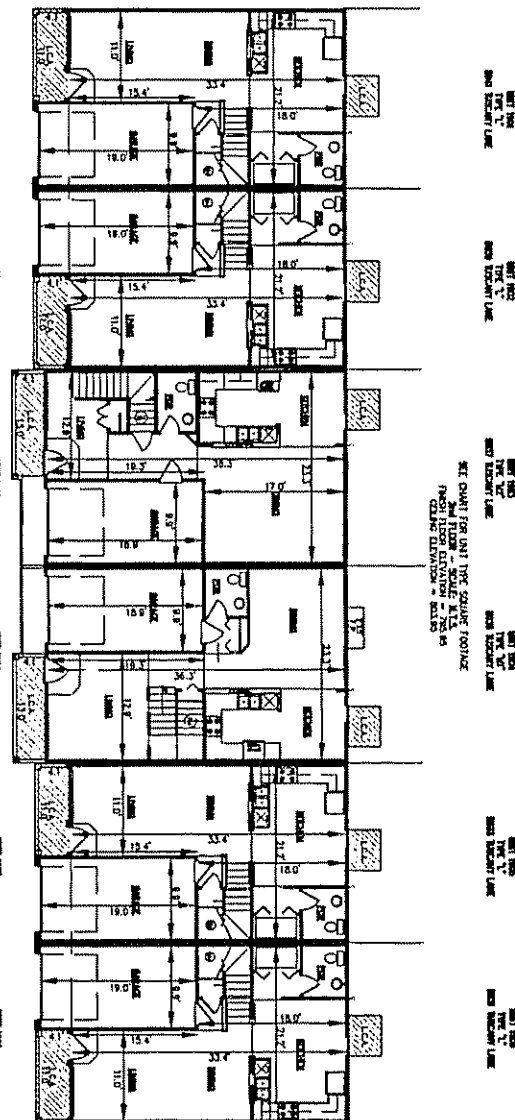
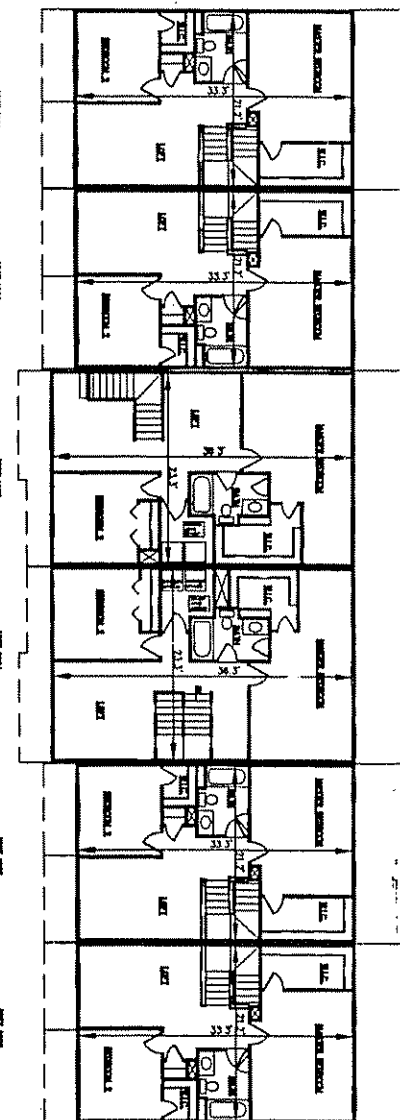
**PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**  
 BUILDING 19  
 SHEET 5 A

THIS INSTRUMENT PREPARED BY:  
 James M. Malroy  
 Registered Land Surveyor  
 Indiana #660013  
 The Schneider Corporation  
 2901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone: 317-826-7100

C.L.A. - LIMITED COMMON AREA  
 D.A.S.E. - BALANCE AND SEWER EXHAUST  
 I/E - WORKS IN PROGRESS EXISTENT  
 R.E. - BALANCE EXISTENT  
 R.E.D. - BALANCE EXISTENT  
 F.I. - RECYCLE

**THE PLANS**  
**BUILDING 19 PLAN**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM** 020261769

NOTES:  
 The interior floor plans were provided by C.A.D. Corporation, P.O. Box 3563, Carmel IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 5A for Building 19.



UNITS SQUARE FOOTAGE	
1901 - TYPE 'T'	
FIRST FLOOR - 529 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,235 sq. ft.	
CORRIDOR - 188 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,468 sq. ft.	
1902 - TYPE 'T'	
FIRST FLOOR - 529 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,235 sq. ft.	
CORRIDOR - 188 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,468 sq. ft.	
1903 - TYPE 'T'	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 846 sq. ft.	
TOTAL - 1,491 sq. ft.	
CORRIDOR - 187 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL UNDER ROOF - 1,732 sq. ft.	
1904 - TYPE 'T'	
FIRST FLOOR - 645 sq. ft.	
SECOND FLOOR - 846 sq. ft.	
TOTAL - 1,491 sq. ft.	
CORRIDOR - 187 sq. ft.	
COVERED PORCH - 54 sq. ft.	
TOTAL UNDER ROOF - 1,732 sq. ft.	
1905 - TYPE 'T'	
FIRST FLOOR - 529 sq. ft.	
SECOND FLOOR - 706 sq. ft.	
TOTAL - 1,235 sq. ft.	
CORRIDOR - 188 sq. ft.	
COVERED PORCH - 45 sq. ft.	
TOTAL UNDER ROOF - 1,468 sq. ft.	

STATE OF INDIANA }  
 COUNTY OF VANDERBURGH }  
 SS }  
 I, James M. Malroy, Registered Land Surveyor, do hereby certify that the above is a true and correct copy of the original plan as filed in my office on this 5th day of December, 2002.

By: *James M. Malroy*  
 Registered Land Surveyor  
 No. 660013



By: *James A. Schmitt*  
 Registered Professional Engineer  
 No. 660223

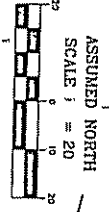
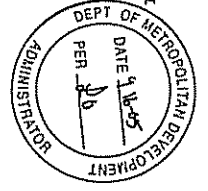


PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 SHEET 5B

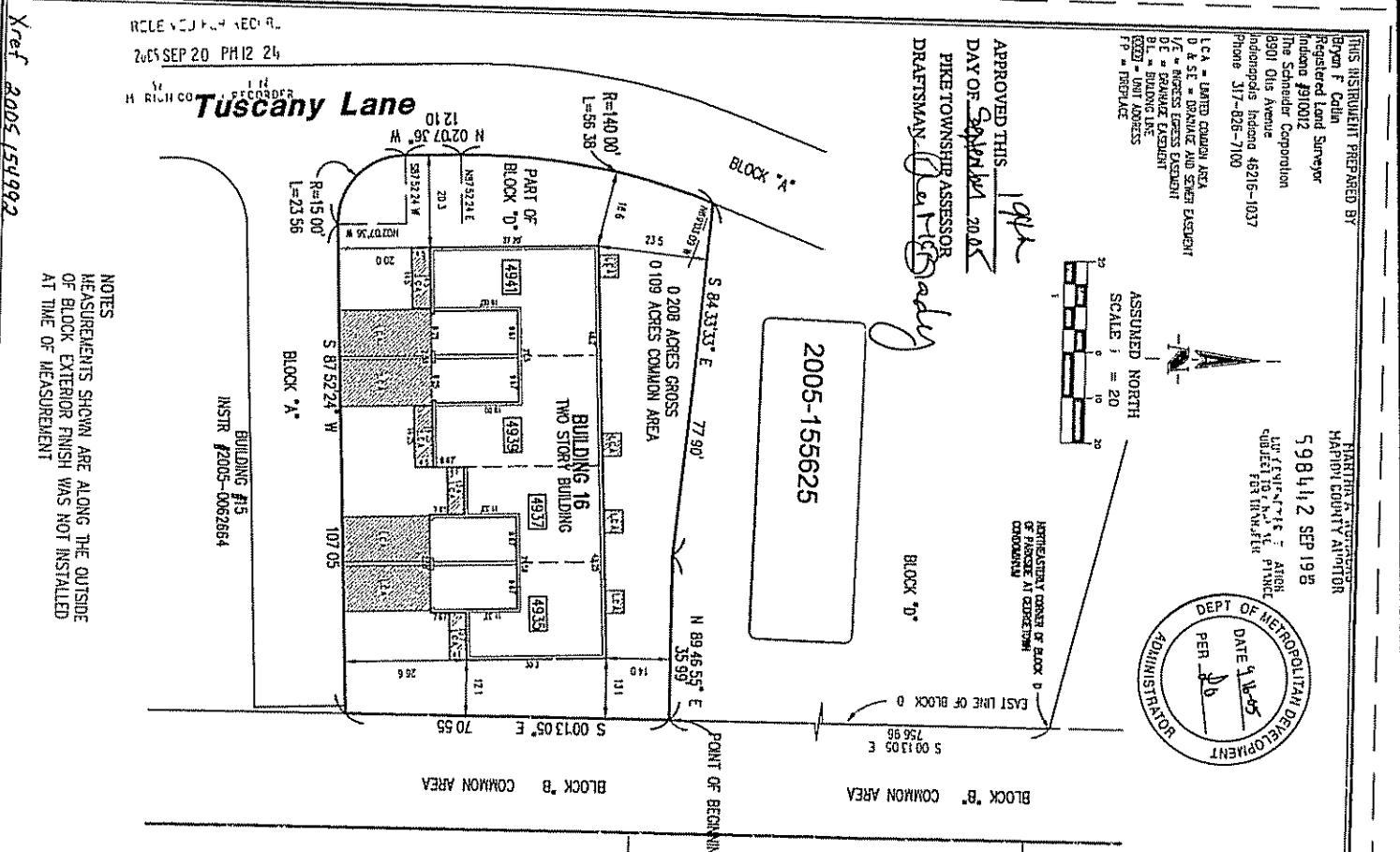
PLANS PREPARED BY: THE SCHNEIDER CORPORATION

THIS INSTRUMENT PREPARED BY  
 Bryan F. Collin  
 Registered Land Surveyor  
 Indiana #910012  
 The Schrader Corporation  
 8901 One Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-825-7100  
 FAX 317-825-7100

HARRIS PLANNING ARCHITECTURAL  
 HARRIS COUNTY AIRPORT  
 5984 1/2 SEP 198  
 2005-155625  
 LUTHERVILLE, ARIZONA  
 QUADLET 107 NORTH  
 BETHLEHEM



ASSURED NORTH  
 SCALE 1" = 20'  
 REPRESENTATIVE CORNER OF BLOCK D  
 HARRIS COUNTY METROPOLITAN DEVELOPMENT



NOTES  
 MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
 OF BLOCK EXTERIOR FINISH WAS NOT INSTALLED  
 AT TIME OF MEASUREMENT

## BUILDING 16 IN PART OF BLOCK 'D' OF PARKSIDE AT GEORGETOWN CONDOMINIUM

PARTICE AT GEORGETOWN - BUILDING 16

A part Block D in the Conditional First Plat of Parkside at Georgetown Condominium (recorded as Instrument # 2005-0213172 in the Office of the Recorder, Marion County, Indiana) being a condominium project in the West Half of the Southeast Quarter of Section 7 Township 16 North Range 3 East P44 Township Marion County Indiana and being more particularly described as follows:

Commencing at the Northeast corner of said Block D thence South 00 degrees 13 minutes 05 seconds East (bearing thereon) along the east line of said Block D a distance of 756.96 feet to the Point of Beginning thence South 00 degrees 05 minutes 05 seconds East along said east line a distance of 78.55 feet to the southeast corner of 15.20 x 90 Building 16 as recorded in Instrument 2005-00525654 in said Recorder's Office thence the east & corner being 02 feet 00 inches to said Block D corner of said Block D the first corner also being along the north line of said Block D 15 1/2 South 87 degrees 07 minutes 24 seconds West a distance of 107.05 feet to a point on a bearing line being a corner of 1500 feet the radius point of which bears North 02 degrees 07 minutes 07 seconds West 2) northward along said corner on arc distance of 23.56 feet to a point which bears South 87 degrees 52 minutes 24 seconds West from 14.20 radius point 3) North 02 degrees 07 minutes 24 seconds West a distance of 1210 feet to a point on a tangent curve being a corner of 140.00 feet the radius point of which bears North 87 degrees 52 minutes 24 seconds West 4) northerly along said corner on arc distance of 36.33 feet to a point which bears North 89 degrees 03 minutes 09 seconds West from said radius point thence South 81 degrees 02 minutes 33 seconds East a distance of 77.90 feet thence North 89 degrees 46 minutes 55 seconds East a distance of 35.99 feet to the Point of Beginning containing 0.208 acres more or less

SURVEYOR'S CERTIFICATE  
 This is to certify that the above described property was surveyed by the Schrader Corporation under the direction of an Indiana Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey. All distances are shown in Ours my hand and seal of Indiana, Indiana this 26th day of July 2005

By Bryan F. Collin  
 Bryan F. Collin  
 Registered Land Surveyor  
 Indiana #910012

STATE OF INDIANA }  
 COUNTY OF WARREN }  
 SS

Before me a notary public in and for said county and state personally appeared Bryan F. Collin, Registered Land Surveyor and acknowledged the execution of this instrument as his/their voluntary act and deed and offered his signature thereto

Witness my signature and seal this 26th day of July 2005

My commission expires 1-23-10 Margaret  
 Margaret  
 County of residents

Notary Public  
 My commission expires 1-23-10  
 Parkside Home Angela on advice  
 Angela on advice  
 County of residents



In Testimony whereof, witness the signatures of Owner and Declarant this 22th day of August 2005

Owner  
 Parkside Home LLC an Equal Limited Liability Company authorized to do business in Indiana  
 By [Signature]  
 State of IN  
 COUNTY of Warren }  
 SS

John J. Garupoli  
 Notary Public  
 State of Indiana  
 My commission expires 8-27-2011  
 Parkside Home  
 Parkside Home LLC  
 JILLIANN R. LEWIS  
 Notary Public  
 State of Indiana  
 My commission expires 03/27/2014

By [Signature]  
 State of IN  
 COUNTY of Warren }  
 SS

By [Signature]  
 State of IN  
 COUNTY of Warren }  
 SS

INDIAN LAND SURVEYORS  
 BRYAN F. COLLIN  
 No. 910012  
 STATE OF INDIANA  
 LAND SURVEYOR

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 16  
 SHEET 18 A

REC'D SEP 20 2005  
 2005 SEP 20 PM 12:24  
 HARRIS COUNTY RECORDS

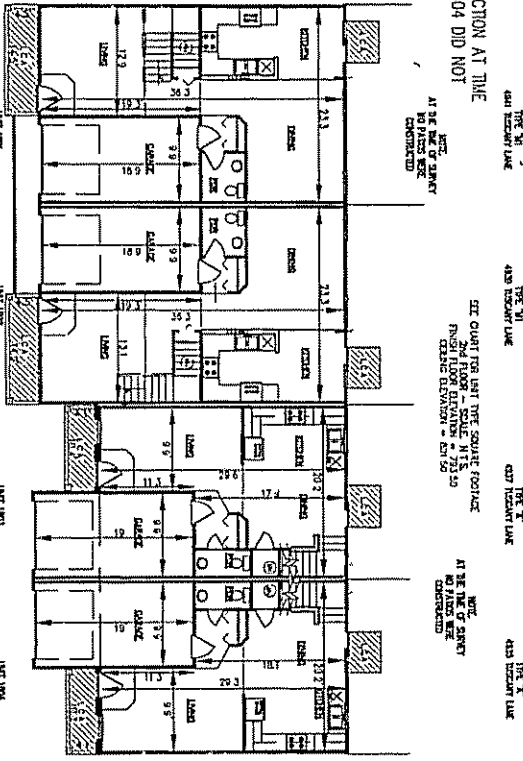
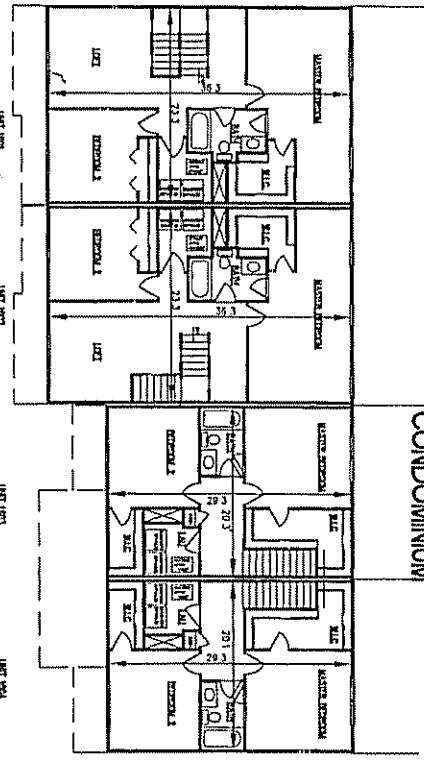
Xref 2005154992

THIS INSTRUMENT PREPARED BY  
 Bruce F. Collins  
 Registered Land Surveyor  
 License #10012  
 The Schneider Corporation  
 8901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-826-7100

LCA = LIMITED COMMON AREA  
 D & SE = DRIVEWAY AND SEWER EXISTENT  
 I/E = EXISTING EGRESS ELEMENT  
 B/E = EXISTING BALCONY  
 B/L = EXISTING LINE  
 B/E/E = EXISTING EGRESS ELEMENT  
 F.P. = FINISH FACE

# THE PLANS BUILDING 16 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

NOTES  
 The interior floor plans were provided by C.A.D. Corporation P.O. Box 35631, Cornell IN 46082, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet 10A for Building 16



NOTES  
 ALL UNITS WERE UNDER CONSTRUCTION AT TIME  
 OF MEASUREMENT UNITS 1601-1604 DID NOT  
 YET HAVE DRYWALL INSTALLED

AT THE TIME OF SURVEY  
 NO PLANS WERE  
 OBTAINED

SEE QUART FOR UNIT TYPE SQUARE FOOTAGE  
 FINISH FLOOR ELEVATION = 723.50  
 CEILING ELEVATION = 817.50

AT THE TIME OF SURVEY  
 NO PLANS WERE  
 OBTAINED

1601 - TYPE M1	FIRST FLOOR - 646 sq ft
1601 - TYPE M1	SECOND FLOOR - 846 sq ft
1601 - TYPE M1	TOTAL - 1492 sq ft
1602 - TYPE M1	FIRST FLOOR - 649 sq ft
1602 - TYPE M1	SECOND FLOOR - 846 sq ft
1602 - TYPE M1	TOTAL - 1495 sq ft
1603 - TYPE K	FIRST FLOOR - 487 sq ft
1603 - TYPE K	SECOND FLOOR - 588 sq ft
1603 - TYPE K	TOTAL - 1075 sq ft
1604 - TYPE K	FIRST FLOOR - 478 sq ft
1604 - TYPE K	SECOND FLOOR - 597 sq ft
1604 - TYPE K	TOTAL - 1075 sq ft
1604 - TYPE K	COVERED PORCH - 39 sq ft
1604 - TYPE K	TOTAL UNDER ROOF - 1737 sq ft
1604 - TYPE K	COVERED PORCH - 39 sq ft
1604 - TYPE K	TOTAL UNDER ROOF - 1789 sq ft

2005-155625

STATE OF INDIANA  
 COUNTY OF MADISON

I, Bruce F. Collins, Surveyor, do hereby certify that the above and foregoing is a true and correct copy of the original as shown to me by the person claiming to be the owner of the same.

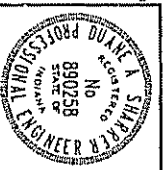
By: *Bruce F. Collins*  
 Bruce F. Collins  
 Registered Professional Engineer  
 License # 10012  
 State of Indiana

By: *Madison*  
 Madison  
 County of Residence



DISCLAIMER  
 This is to certify that the above referenced lot of land plan, lot, and acreage, as shown on the original location and dimensions of the condominium units, is correct.

By: *Deanne L. Johnson*  
 Deanne L. Johnson  
 Registered Professional Engineer  
 License # 890228



PARKSIDE AT GEORGETOWN  
 CONDOMINIUM

BUILDING 16  
 SHEET 16 B

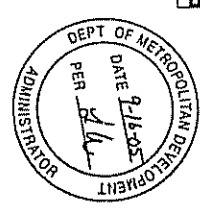
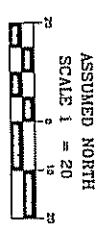


THIS INSTRUMENT PREPARED BY  
 Simon F. Colton  
 The Schneider Corporation  
 8901 Olds Avenue  
 Indianapolis Indiana 46216-1037  
 Phone 317-628-7100

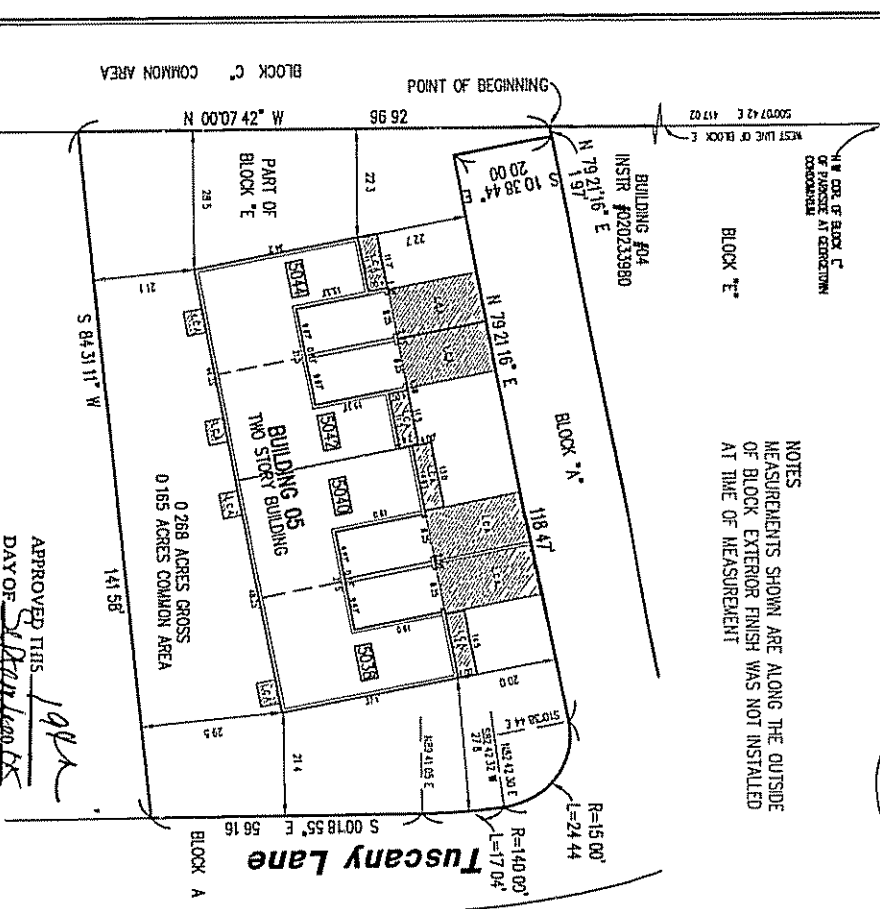
REC'D BY: J. R. HEDLUTZ  
 2005 SEP 20 10:12 22  
 H. P. L. V. EDUCATION RECORDS  
 4100

MARTHA A. ROMANS  
 HANDBOOK COUNTY ATTORNEY  
 5984411 SEP 19 08  
 Civil Attorney - ARCH  
 4100  
 For Transfer

2005-155624



NOTES  
 MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
 OF BLOCK EXTERIOR FINISH WAS NOT INSTALLED  
 AT TIME OF MEASUREMENT



LCA = LIMITED COMMON AREA  
 D & SE = DRIVEWAY AND STREET DESCRIPTOR  
 1/2 = PARTIAL EGRESS ELEMENT  
 BE = BEARING AND DISTANCE  
 ELEV = UNIT ADDRESS  
 FP = FIREPLACE

APPROVED THIS 19th DAY OF September 2005  
 PIKE TOWNSHIP ASSESSOR  
 DRAFTSMAN: [Signature]

**BUILDING 05 IN PART OF BLOCK 'E' OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARTS AT CORRECTION - BUILDING 05**  
 A part of Block 'E' in the Condominium First Plat of Parkside at Georgetown Condominium (located on lot 16 of Section 7 of the Township of Marion County Indiana) being a Condominium project in the West Half of the Southeast Quarter of Section 7 Township 18 North Range 3 East 13th Township Marion County Indiana and being more particularly described as follows:  
 Commencing at the Northwest corner of said Block 'C' thence South 00 degrees 07 minutes 42 seconds East (bearing of the bearing) along the west line of said Block 'C' a distance of 417.02 to the Point of Beginning being the southeast corner of the plat of Building 04 as recorded in Instrument #2002-021390 in said Recorder's Office thence North 79 degrees 21 minutes 16 seconds East along the south line of said Building 04 a distance of 137 feet to a northwestern corner of Block 'A' of said Condominium First Plat as recorded in Instrument #2002-021397 thence the next 5 courses being along the western southern and eastern lines of said Block 'A' 1) South 10 degrees 32 minutes 44 seconds East a distance of 200.00 feet 2) North 79 degrees 21 minutes 16 seconds East a distance of 118.47 feet to a point on a tangent curve having a radius of 15.00 feet the radius point of which bears North 10 degrees 32 minutes 44 seconds East 3) southwesterly along said curve to the center of a curve having a radius of 140.00 feet the radius point of which bears South 82 degrees 42 minutes 32 seconds West 4) southerly along said curve on arc distance of 17.04 feet to a point which bears North 69 degrees 41 minutes 06 seconds East from said radius point 5) South 00 degrees 18 minutes 55 seconds East a distance of 39.19 feet 6) South 84 degrees 31 minutes 11 seconds West a distance of 141.52 feet to the east line of Block 'C' of said Condominium First Plat thence North 00 degrees 07 minutes 42 seconds West along said east line a distance of 39.52 feet to the Point of Beginning containing 0.268 acres more or less

This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of an Indiana Professional Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.  
 Given my hand and seal of said State of Indiana this 26th day of July 2005  
 By: [Signature] Simon F. Colton  
 Registered Land Surveyor  
 Indiana #31002

STATE OF INDIANA )  
 COUNTY OF MARION ) SS  
 I, John J. Giamprini, Clerk of the Court, do hereby certify that the within and foregoing plat of said Building 05 in Part of Block 'E' of Parkside at Georgetown Condominium was duly filed for record in the Office of the Clerk of the Court of said County of Marion, Indiana, on this 26th day of July 2005.  
 Witness my signature and seal this 26th day of July 2005  
 My commission expires 1-23-10  
 History Public  
 Printed Name: Angela M. Alvise  
 Notary Public

In Testimony whereof, witness the signatures of Owner and Declarant this 22nd day of August 2005  
 Owner:  
 Parkside Homes LLC on Behalf of Parkside Homes LLC  
 By: [Signature] John J. Giamprini  
 STATE OF INDIANA )  
 COUNTY OF MARION ) SS  
 Before me, the undersigned, a notary public in and for said county and state, personally appeared John J. Giamprini, a member of Parkside Homes LLC on Behalf of Parkside Homes LLC, who acknowledged to do business in Indiana and acknowledged the execution of this instrument on his/her voluntary act and deed and affixed his signature thereto.  
 Witness my signature and seal this 22nd day of August 2005  
 My commission expires 8-27-2011  
 Notary Public: [Signature] Jillian R. Lewis  
 County of residence: Marion

BRIMM & GIBSON  
 REAL ESTATE  
 910012  
 STATE OF INDIANA  
 LAND SURVEYOR

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 05

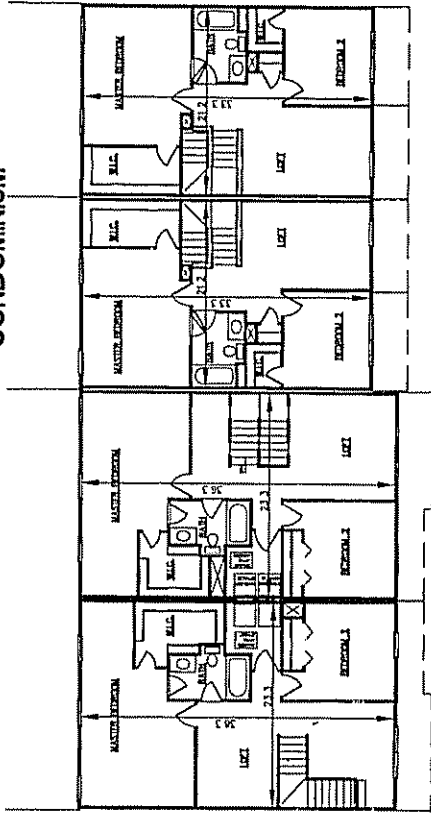
SHEET 15 A

THIS INSTRUMENT PREPARED BY  
 Bryan F. Collin  
 Registered Land Surveyor  
 Indiana #100812  
 The Schneider Corporation  
 6901 Ellis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-626-7100

# THE PLANS BUILDING 05 PLAN PARKSIDE AT GEORGETOWN CONDOMINIUM

LCA = LIMITED COMMON AREA  
 D & SE = DRAINAGE AND SEWER EASEMENT  
 I/E = INGRESS EGRESS EASEMENT  
 O/E = ORIGIN EASEMENT  
 BL = BUILDING LINE  
 CELE = UNIT ADDRESS  
 FP = FIREPLACE

NOTES  
 The interior floor plans were provided by C.A.D. Corporation P.O.  
 Box 3563 Carmel IN 46082 for reference only  
 Outside dimensions by The Schneider Corporation as shown on Sheet  
 15A for Building 05



0501 - TYPE M1		0502 - TYPE M1		0503 - TYPE L		0504 - TYPE L	
FIRST FLOOR	651 sq ft	FIRST FLOOR	659 sq ft	FIRST FLOOR	529 sq ft	FIRST FLOOR	529 sq ft
SECOND FLOOR	846 sq ft	SECOND FLOOR	846 sq ft	SECOND FLOOR	706 sq ft	SECOND FLOOR	706 sq ft
TOTAL	1497 sq ft	TOTAL	1505 sq ft	TOTAL	1235 sq ft	TOTAL	1235 sq ft
GARAGE	187 sq ft	GARAGE	187 sq ft	GARAGE	188 sq ft	GARAGE	188 sq ft
COVERED PORCH	54 sq ft	COVERED PORCH	54 sq ft	COVERED PORCH	45 sq ft	COVERED PORCH	45 sq ft
TOTAL UNDER ROOF	1738 sq ft	TOTAL UNDER ROOF	1746 sq ft	TOTAL UNDER ROOF	1459 sq ft	TOTAL UNDER ROOF	1459 sq ft

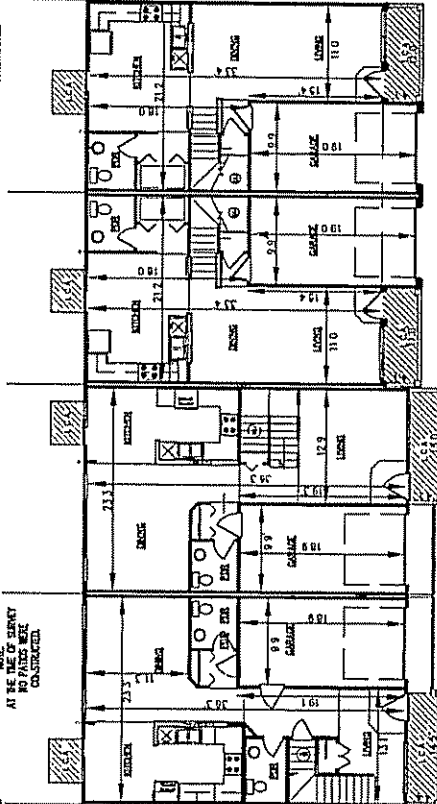
UNIT 0501  
 TYPE M1  
 504 TESSART LANE

UNIT 0502  
 TYPE M1  
 504 TESSART LANE

UNIT 0503  
 TYPE L  
 504 TESSART LANE

UNIT 0504  
 TYPE L  
 504 TESSART LANE

NOTES  
 ALL UNITS WERE UNDER CONSTRUCTION AT TIME  
 OF MEASUREMENT UNITS 0501-0504 DID NOT  
 YET HAVE DRYWALL INSTALLED



UNIT 0501  
 TYPE M1  
 504 TESSART LANE

UNIT 0502  
 TYPE M1  
 504 TESSART LANE

UNIT 0503  
 TYPE L  
 504 TESSART LANE

UNIT 0504  
 TYPE L  
 504 TESSART LANE

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 2ND FLOOR ELEVATION = 784.82  
 FINISH FLOOR ELEVATION = 784.82  
 CEILING ELEVATION = 802.82

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 GARAGE FINISH FLOOR ELEVATION = 784.18  
 FINISH FLOOR ELEVATION = 784.62  
 CEILING ELEVATION = 793.72

STATE OF INDIANA ) SS  
 COUNTY OF MARION )

Before me a Notary Public in and for said county and state personally appeared Duane A. Sharer, Registered Professional Engineer and acknowledged the execution of this instrument as his/her voluntary act and deed and offered his signature thereto.

Witness my signature and seal this 26th day of July, 2005

My commission expires 12-18-08  
 Duane A. Sharer  
 Notary Public  
 City of Indianapolis

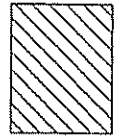
Printed Name: Duane A. Sharer



Given my hand and seal at Indianapolis, Indiana this 26th day of July, 2005

By: Duane A. Sharer  
 Registered Professional Engineer  
 Indiana #890258

2005-155624



LIMITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 05

SHEET 15 B

BY: VIKY 4042 (01) DIMS VLA TMS SHEETS DING - 36 - 22 JUL 03

THIS INSTRUMENT PREPARED BY  
 Bryan F. Cadan  
 Registered Land Surveyor  
 Indiana #10072  
 The Schmeissler Corporation  
 9501 Otis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-526-7100

**REPLAT OF PART OF BLOCK 'F' OF  
 PARKSIDE AT GEORGETOWN CONDOMINIUM**

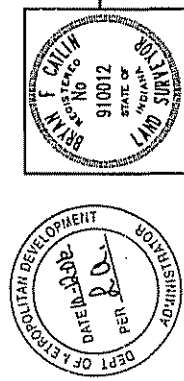
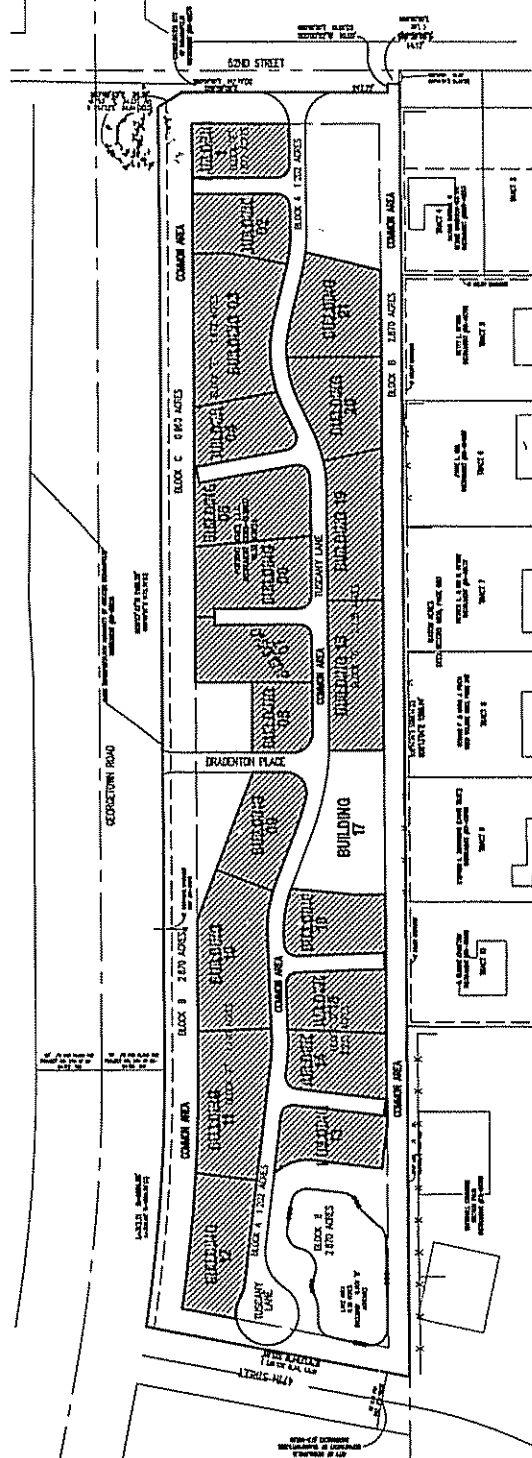
2006-0158368



**Overall Parkside at Georgetown Description**

A part of the West Half of the Southwest Quarter of Section 7 Township 16 North Range 3 East Pike Township Marion County Indiana and being more particularly described as follows:

Beginning at a point South 0 degrees 14 minutes 24 seconds East (assumed bearing) 16.50 feet from the Northeast corner of the said half quarter section and thence containing South 0 degrees 14 minutes 24 seconds East 1,569.14 feet along the East line of said half quarter section to the North line of the right of way of West 47th Street thence North 79 degrees 14 minutes 24 seconds West 323.48 feet along said right of way line to a point on the East right of way line of Georgetown Road thence northerly 369.03 feet along an arc to the left and having a radius of 1,994.65 feet and subtended by a long chord having a bearing of North 4 degrees 18 minutes 39 seconds East and a length of 328.72 feet along said right of way line thence North 0 degrees 09 minutes 01 second West 1,172.70 feet along said right of way line thence North 57 degrees 53 minutes 23 seconds East 34.64 feet (dead) 34.23 feet (measured) along said East right of way line to a point on the South right of way line of West 52nd Street thence North 59 degrees 09 minutes 00 seconds East 247.72 feet along said South right of way line thence North 0 degrees 00 minutes 00 seconds East 10.00 feet along said South right of way line thence North 90 degrees 00 minutes 00 seconds East 14.38 feet along said South right of way line to the Point of Beginning containing 10.133 acres more or less



D. & S.C. = DRAINAGE AND SEWER EASEMENT  
 1/2 E. = INGRESS EGRESS EASEMENT  
 D.E. = DRAINAGE EASEMENT  
 B.L. = BUILDING USE  
 SEED = UNIT ADDRESS

**EXHIBIT 'A'**  
**PARKSIDE AT GEORGETOWN**  
**CONDOMINIUM**  
 BUILDING 17

SHEET 21

RECEIVED FOR RECORD  
 2005 OCT 12 PM 2 04  
 MARION COUNTY RECORDER

MARTHA A. WOLKINS  
 CLERK OF COURSE  
 654010 OCT 12 08  
 CITY CLERK'S OFFICE  
 FOR THE COUNTY

APPROVED THIS 12th  
 DAY OF OCT 20 04  
 F. GEORGETOWN ASSESSOR  
 CLERK

RECORDED AT MARION COUNTY CLERK'S OFFICE 10/12/04 10:30 AM

THIS INSTRUMENT PREPARED BY  
 Bryan F. Collin  
 The Schneider Corporation  
 8901 Olis Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-826-7100

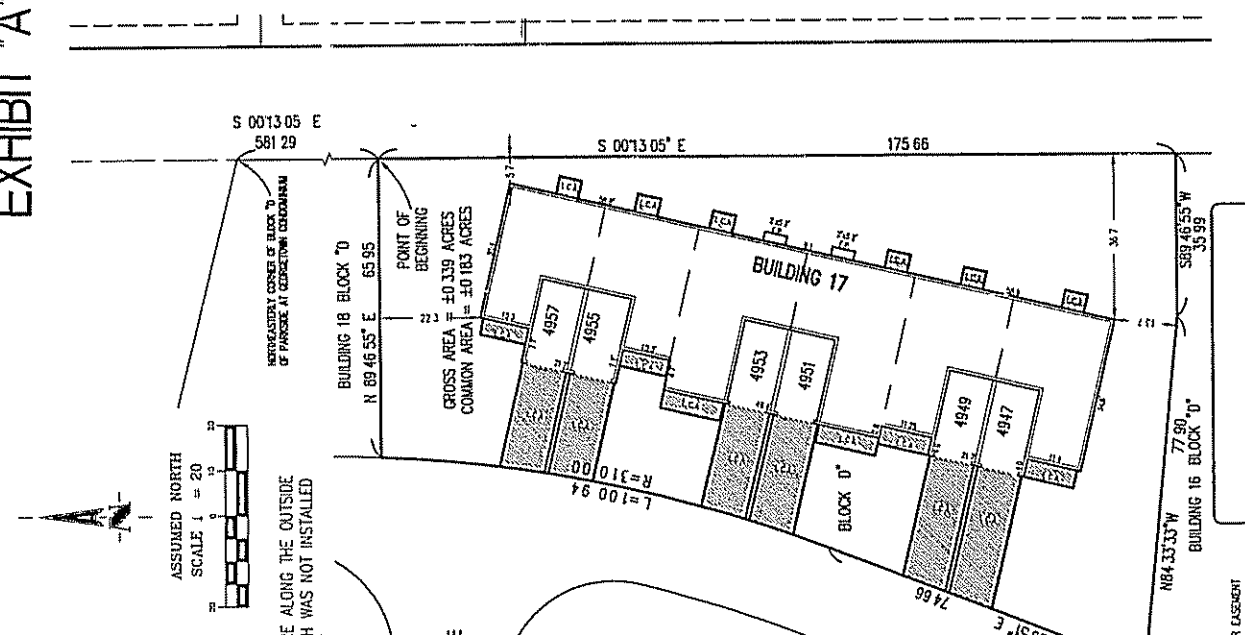
**EXHIBIT "A"**  
**BUILDING 17 IN PART OF BLOCK "D" OF  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**PARKSIDE AT GEORGETOWN - BUILDING 17**  
 A part Block "D" in the Conditioned Final Plat of Parkside at Georgetown Condominium (referred to as Instrument # 2006-023376) in the Office of the Recorder, Marion County, Indiana, being a condominium project in the West Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East, Paul Township, Marion County, Indiana, and being more particularly described as follows:  
 Commencing at the Northwest corner of said Block "D", thence South 00 degrees 13 minutes 05 seconds East (assumed bearing) by the West line of said Block "D", a distance of 581.29 to the Point of Beginning, thence South 89 degrees 46 minutes 55 seconds East along said east line a distance of 175.66 feet, thence South 89 degrees 46 minutes 55 seconds West a distance of 35.93 feet, thence North 84 degrees 33 minutes 33 seconds West a distance of 77.59 feet to the west line of said Block "D", thence North 20 degrees 55 minutes 51 seconds East along said west line a distance of 74.66 feet to a bearing corner in the left bearing a value of 310.00 feet the robust point which bears North 89 degrees 03 minutes 09 seconds West, thence northerly along said curve and west line an arc distance of 100.94 feet to a point which bears South 87 degrees 42 minutes 32 seconds East from said robust point, thence North 23 degrees 46 minutes 46 seconds East a distance of 65.93 to the Point of Beginning, containing 0.339 acres more or less.

**SURVEYOR'S CERTIFICATE**  
 This is to certify that the above described property was surveyed by the Schneider Corporation under the direction of Indiana Professional Land Surveyor and that the plat herein shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.  
 I affirm under the penalties for perjury that I have taken reasonable care to recite each Social Security number in this document, unless required by law. *Lex Mungast*  
 Given my hand and seal of Indiana, Indiana this 3<sup>rd</sup> day of October, 2006.

STATE OF INDIANA )  
 COUNTY OF MARION ) SS  
 I, *Bryan F. Collin*  
 Registered Land Surveyor  
 Indiana #11001  
 Before me, a notary public in and for said county and state, personally appeared Bryan F. Collin, Registered Land Surveyor and acknowledged the execution of the instrument on his/her voluntary act and deed and offered his signature thereto.  
 Witness my signature and seal this 3<sup>rd</sup> day of October, 2006.  
 My commission expires 1-22-10 *Marion*  
 Notary Public *Christine Proganelli*  
 County of residence  
 Printed Name *Christine Proganelli*

In Testimony Whereof, I, the undersigned, Clerk and Recorder, this 1<sup>st</sup> day of October, 2006  
 Clerk  
 Parcel Home, LLC of Parcel Limited Liability Company authorized to do business in Indiana  
 By *Christine Proganelli*  
 (Notary Public) (Not-Resident)  
 Christine Proganelli  
 STATE OF INDIANA ) SS  
 COUNTY OF MARION )  
 Before me, the undersigned, a notary public in and for said county and state, personally appeared Lucio J. Pergouch, Vice President of Parcel Home, LLC of Parcel Limited Liability Company authorized to do business in Indiana and acknowledged the execution of this instrument on his/her voluntary act and deed and offered his signature thereto.  
 Witness my signature and seal this 1<sup>st</sup> day of October, 2006  
 My commission expires 8-27-2011 *Hendricks*  
 Notary Public *William R. Lewis*  
 County of residence  
 Printed Name *William R. Lewis*



**NOTES**  
 MEASUREMENTS SHOWN ARE ALONG THE OUTSIDE  
 OF BLOCK EXTERIOR FINISH WAS NOT INSTALLED  
 AT TIME OF MEASUREMENT

ASSUMED NORTH  
 SCALE 1" = 20'  
 20'  
 0'  
 20'

POINT OF BEGINNING  
 GROSS AREA = ±0.339 ACRES  
 COMMON AREA = ±0.183 ACRES

BRADENTON PLACE

BLOCK "D"

BUILDING 17

BUILDING 16 BLOCK "D"

2006-0158368

RECEIVED 1/15 12th  
 DAY OF OCT 20 06  
 TOWNSHIP ASSESSOR  
 CLERKMAN 310

BRITAIN RECORDS  
 No 910012  
 STATE OF INDIANA  
 LAND SURVEYOR

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING D  
 SHEET 21A

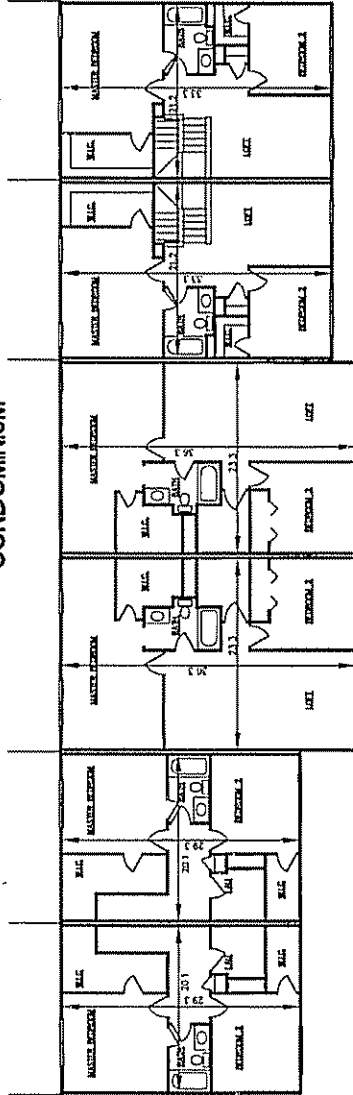
THIS INSTRUMENT PREPARED BY  
 Steven F. Collin  
 Registered Land Surveyor  
 Indiana #10012  
 The Schneider Corporation  
 5901 Old Avenue  
 Indianapolis, Indiana 46216-1037  
 Phone 317-826-7168

L.C.A. = UNITED COMMON AREA  
 D & S.E. = DRAINAGE AND SEWER EASEMENT  
 VE = EGRESS EGRESS EASEMENT  
 BE = EGRESS EASEMENT  
 BL = BUILDING LINE  
 F.P.D. = FIRE DEPARTMENT  
 F.P. = FIRE PLACE

**THE PLANS  
 BUILDING 17 PLAN  
 PARKSIDE AT GEORGETOWN  
 CONDOMINIUM**

**NOTES**

The interior floor plans were provided by C.A.G. Corporation P.O.  
 Box 3563, Carmel, IN 46032, for reference only.  
 Outside dimensions by The Schneider Corporation as shown on Sheet  
 21A for Building 17.



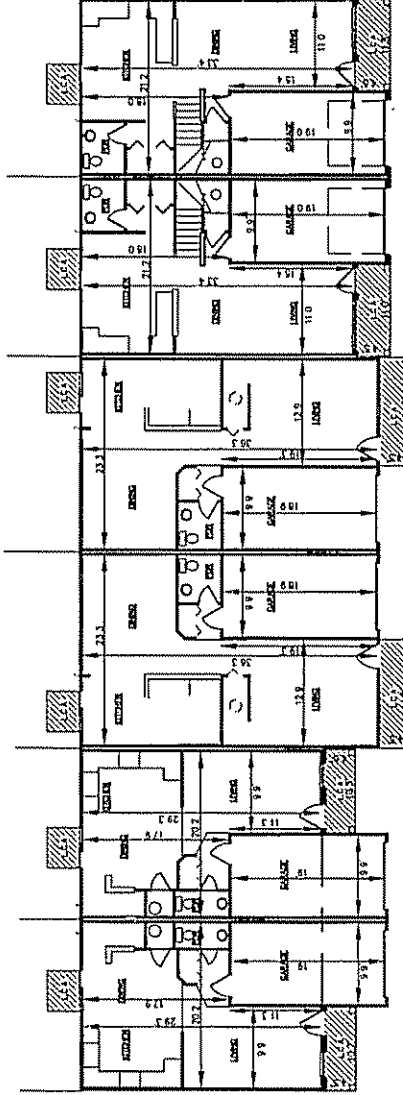
UNIT 1701  
TYPE L  
467 SQUARE FEET

UNIT 1702  
TYPE L  
464 SQUARE FEET

UNIT 1703  
TYPE L  
452 SQUARE FEET

UNIT 1704  
TYPE L  
452 SQUARE FEET

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 FIRST FLOOR ELEVATION = 734.33  
 CEILING ELEVATION = 833.33



UNIT 1705  
TYPE L  
467 SQUARE FEET

UNIT 1706  
TYPE L  
464 SQUARE FEET

UNIT 1707  
TYPE L  
452 SQUARE FEET

UNIT 1708  
TYPE L  
452 SQUARE FEET

SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 FIRST FLOOR ELEVATION = 734.33  
 CEILING ELEVATION = 833.33

STATE OF INDIANA | 55  
 COUNTY OF MARION | 25

Before me a notary public in and for said county and state personally appeared Duane A. Stone, Registered Professional Engineer and acknowledged the execution of this instrument to him/her voluntarily and he/she did not appear to be under any legal disability.

Witness my signature and seal this 20th day of October, 2006

My commission expires on 10/31/08  
 Duane A. Stone  
 Registered Professional Engineer  
 Indiana #E02258

Printed Name: Duane A. Stone

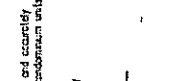


ENGINEER'S CERTIFICATE  
 This is to certify that the above referenced set of floor plans lay and correctly depicts the layout, location and dimensions of the condominium units as built.

Given my hand and seal at the City of Indianapolis, Indiana this 20th day of October, 2006

My commission expires on 10/31/08  
 Duane A. Stone  
 Registered Professional Engineer  
 Indiana #E02258

Printed Name: Duane A. Stone



SEE CHART FOR UNIT TYPE SQUARE FOOTAGE  
 FIRST FLOOR ELEVATION = 734.33  
 CEILING ELEVATION = 833.33

UNIT 1709  
TYPE L  
467 SQUARE FEET

UNIT 1710  
TYPE L  
464 SQUARE FEET

UNIT 1711  
TYPE L  
452 SQUARE FEET

UNIT 1712  
TYPE L  
452 SQUARE FEET

UNITED COMMON AREA

PARKSIDE AT GEORGETOWN  
 CONDOMINIUM  
 BUILDING 17

SHEET 21B

R:\YK\4042\10\10\INDS\PLAN\SSHEETS\DWG - ASB - 03.DWG 06

2006-0158368

APPROVED BY: [Signature]  
 DATE OF: 10/20/06  
 FEE TOWNSHIP ASSESSOR  
 DUFFINSMAN, SPB