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JENNIFER J HAYDEN
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NOT ENTERED FOR TAXATION
Subject to final acceptance for transfer
28th day of Oct., 2004
Robin McMillan Auditor of Hamilton County
Parcel # _____

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

This is the Declaration of The Townes at Weston Pointe Condominium made on or as of the 25th day of August, 2004, 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-Weston Pointe LLC, 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 and 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 The Townes at Weston Pointe 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 "The Townes at Weston Pointe 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

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 Hamilton County, Indiana in Horizontal Property Plan File, ~~Book~~ PC 3, Pages Slide through 489, 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 Hamilton County, Indiana as Instrument No. 200400067374 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.

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 which it owns within the Condominium Property. Declarant has the right to use any Unit it owns for sales office, model, and/or construction/business purposes and the Unit shall be a part of the Condominium. Declarant may have up to four models, which may be relocated from time to time within the Condominium, whose size and floor plan is reflected in the Plans.

(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 unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(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 many 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 unkept condition in his or her Limited Common Areas. The pursuit of

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.

(K) **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 of 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.

(L) **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.

(M) **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, at his own expense, shall also furnish and be responsible for an exterior light on each Unit, in such location as the Board shall approve, which light shall include a photocell causing such light to be illuminated from dusk to dawn. 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

is granted by the Board to install on the outside of a Building. Satellite dishes may not be installed on a Building. Satellite dishes that are less than one (1) meter in diameter may be installed in the rear patio area pursuant to plans approved in writing by the Board or otherwise approved by the Board to comply with FCC regulations. Notwithstanding the foregoing, satellite dish installation is subject to the ordinances of the municipality, FCC regulations and the written approval of the Board.

ARTICLE IV.

IMPROVEMENT DESCRIPTIONS

The residential Buildings of the Condominium contain up to six (6) Units, and the principal material of which these Buildings are constructed are wood frame, 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 and Plans 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 or 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

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 Hamilton 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.

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.

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:

Greg A. Bouwer, Esq.
Koransky & Bouwer, P.C.
425 Joliet Street, Suite 425
Dyer, Indiana 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 private water distribution system, private utility facilities serving more than one Unit, private utility lines in the Common Areas, laterals serving one or more Units to the connection into the sanitary sewer system, including any requirements of instruments of record, private streets including cul-de-sac necks, lawns, shrubs, trees, private walkways, 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 and sidewalks, nor shall it repair or maintain any improvements within such Limited Common Areas. If the Association provides snow removal, in no event shall the Association be required to perform any snow removal if the accumulation is two inches (2") or less.

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

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 less of \$10,000 or 1% of the face amount of the policy. The deductible expense shall be shared among the Unit Owners who incurred a loss on an equitable basis. 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 lease 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

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. Unit Owners shall be responsible for the deductible of any insurance policy, prorated among the Unit Owners in proportion to their loss.

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

(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

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

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, (4) working capital assessments, and (5) such assessments as are required or permitted to be paid under this Declaration, all of such assessments to be established and collected as hereinafter provided or as provided in this Declaration.

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;

(d) 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;

(e) a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds

(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 for use as working capital. The initial contribution of working capital 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

improperly charged against that Unit, may bring an action in the Hamilton 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.

(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:

(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:

- (1) the boundaries of any Unit;
- (2) 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;
- (3) the number of votes in the Association appertaining to any Unit except as permitted by the expansion provisions in this Declaration;
- (4) to terminate the Condominium or remove any interest from the Property; or
- (5) 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:

- (1) Voting rights;

(18) 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, and notwithstanding any provision to the contrary, 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 confirm to the requirements then governing the purchases or insurance of mortgages by The Mortgage Corporation, Federal National Mortgages Association, Governmental National Mortgages 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, insurance 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 (v) to amend Exhibits "A", "B", "D", "E" and "F" for each expansion; or (vi) to amend this Declaration in any manner that does not materially interfere with the use and enjoyment of a Unit by a Unit Owner 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

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 or 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 One Hundred Thirty (130) 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 reasonably 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

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:

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

(b) 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:

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

(b) 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.

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.

(ii) have been waived, the remaining provision shall be deemed to be severable therefrom and enforceable according to their terms. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage owned), and seventy-five percent (75%) of the Unit Owners (other than the sponsor, developer or builder) of the individual Units 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 commence any arbitration against the Developer, Declarant, or any other party connected in any way to the Association. No litigation shall be permitted in any circumstance

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.

Section 11 Disclaimer of Warranties. Declarant hereby disclaims and excludes any and all warranties, express or implied, (included without limitation, any implied warranty of habitability, merchantability, quality or fitness for a particular purpose), with respect to the Property, Common Areas and Limited Common Areas. In any event, Declarant shall not be liable for any personal injury, emotional distress, loss of income, loss of value and adverse health affects and or other special, indirect, punitive, consequential or secondary damages and/or losses which may arise out of the Property, Common Areas and Limited Common Areas. The Association's and Unit Owners' remedies, if any, are limited to repair and replacement.

Section 12. Disclaimer of Other Entities. Owners and the Association acknowledge and understand that their relationship is with the Declarant, pursuant to the written terms of this Declaration, and no other entity notwithstanding anything to the contrary in advertising, promotional or other materials. Owners and the Association acknowledge that they have no claim against any entity including affiliates, subsidiaries, parents or otherwise under common control of Declarant, and Owners and the Association waive and release any such claims, if any.

Section 13. Assignments by Declarant. All rights which are specified by this Declaration to be the rights of the Declarant are assignable, mortgageable, pledgeable or

EXHIBIT B

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING 2 and 3

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	7.033943%
0202	8.537859%
0203	8.537859%
0204	7.723238%
0205	7.723238%
0206	7.033943%
0301	10.704961%
0302	8.537859%
0303	8.537859%
0304	7.723238%
0305	7.723238%
0306	10.182768%
	100.000000%

purposes of which shall be to elect members of the Board. All such meetings of Unit Owners shall be held at such place in Hamilton 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 Hamilton 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 relay 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

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,

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

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.

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) time 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 foreclosure 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

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 Hamilton 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

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 Townes at Weston Pointe Condominium Declaration, which Declaration is recorded in the Office of the Recorder of Hamilton County, Indiana.

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

EXHIBIT E

TO

THE TOWNES AT WESTON POINTE DECLARATION

Legal Description of Additional Land

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Southwest Quarter of Section 6 , Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the North East corner of the South West Quarter; thence South 89 degrees 56 minutes 26 seconds West 20.00 feet to the POINT OF BEGINNING; thence South 00 degrees 48 minutes 27 seconds West 665.32 feet; thence North 89 degrees 49 minutes 00 seconds West 711.52 feet; thence South 00 degrees 48 minutes 27 seconds West 74.91 feet; thence North 89 degrees 49 minutes 00 seconds West 1,257.45 feet; thence North 18 degrees 05 minutes 52 seconds West 13.07 feet; thence North 15 degrees 04 minutes 16 seconds West 103.93 feet; thence South 64 degrees 59 minutes 15 seconds East 50.01 feet; thence North 70 degrees 00 minutes 45 seconds East 235.91 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 19 degrees 59 minutes 15 seconds East 185.00 feet from said point; thence easterly along said curve 21.78 feet to the point of tangency of said curve, said point being North 13 degrees 14 minutes 30 seconds West 185.00 feet from the radius point of said curve; thence North 76 degrees 45 minutes 30 seconds East 289.07 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 13 degrees 14 minutes 30 seconds East 230.00 feet from said point; thence easterly along said curve 124.97 feet to the point of tangency of said curve, said point being North 17 degrees 53 minutes 28 seconds East 230.00 feet from the radius point of said curve; thence South 72 degrees 06 minutes 32 seconds East 106.87 feet; thence North 15 degrees 04 minutes 16 seconds West 544.31 feet; thence North 89 degrees 56 minutes 26 seconds East 1,357.69 feet to the place of beginning. Containing 23.570 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

EXHIBIT F

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

MAXIMUM PERCENTAGE OF INTEREST	1.118141%
MINIMUM PERCENTAGE OF INTEREST	0.528140%

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

15 day of December, 2004

Robert Mills Auditor of Hamilton County

Parcel # _____

200400084441
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
12-15-2004 At 03:09 PM.
AMEND DECL 22.00

**AMENDMENT TO THE TOWNES AT
WESTON POINTE CONDOMINIUM DECLARATION**

THIS AMENDMENT is entered into this 15th day of December, 2004, by Portrait Homes-Weston Pointe LLC (hereinafter referred to as "Declarant@).

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration recorded in the Office of the Recorder of Hamilton County, Indiana on October 28, 2004 as instrument no. 200400074129. ("Declaration").

WHEREAS, pursuant to Article XVII, Section 1 (F), Declarant reserved the right to so amend the Exhibits to the Declaration from time to time.

WHEREAS, Declarant now desires and intends hereby to so amend the Exhibits to the Declaration; and

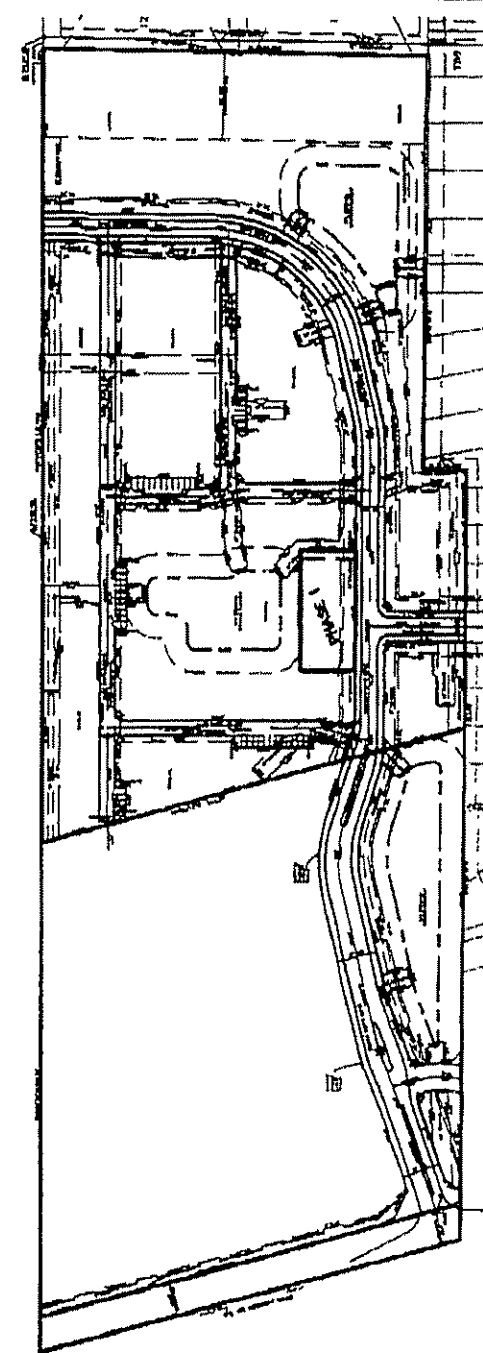
NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Exhibit A attached hereto replaces Exhibit A recorded as a part of the Declaration.
2. Exhibit D attached hereto replaces Exhibit D recorded as a part of the Declaration.
3. Exhibit E attached hereto replaces Exhibit E recorded as a part of the Declaration.
4. Except as expressly amended herein, the Declaration shall remain in full force and effect according to its terms and conditions.
5. Unless otherwise provided, all capitalized terms herein shall have the meaning as given in the Declaration.

THIS INSTRUMENT PREPARED BY
 STOEPPELWERTH & ASSOCIATES, P.C.
 3910 ALUMINUM WALK ROAD
 FISHERS, INDIANA 46123
 PHONE: (317) 849-5924

CONVEYOR BY:
 FORTWAY INVEST, LLC
 1000 NORTH STREET, SUITE 100
 COVINGTON, INDIANA 46024
 PHONE: (317) 702-4972

**AMENDED
 EXHIBIT "A"
 THE TOWNES AT WESTON POINTE
 CONDOMINIUMS**



LEGEND

OWNER'S INTEREST
 CHANGING, REVOLVING, SHERMANS & STERNE
 CHANGING, REVOLVING, SHERMANS & STERNE
 CHANGING, REVOLVING, SHERMANS & STERNE

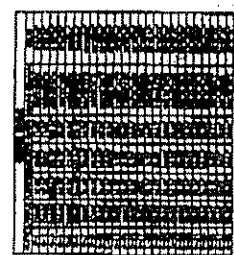
1000 "The Pointe" Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Conveyance of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

DEED No. 2001-0243773, Part of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

DEED No. 2001-0243773, Part of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

DEED No. 2001-0243773, Part of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:



PHASE ONE - BELMOR THREE

A part of the largest tract of land of Section 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Conveyance of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

DEED No. 2001-0243773, Part of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

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DEED No. 2001-0243773, Part of the described part of Section 17, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

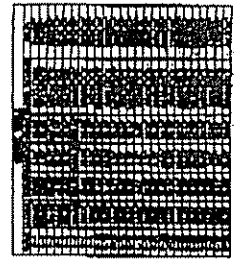
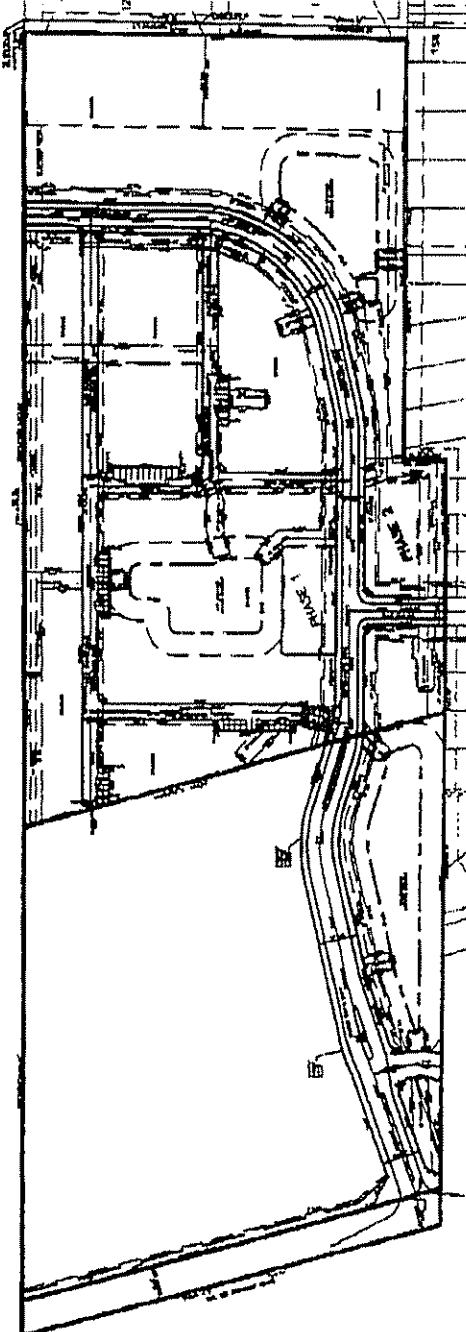
THE TOWNES AT WESTON POINTE
 EXHIBIT B

SHEET 2

**AMENDED
EXHIBIT 'A'
THE TOWNES AT WESTON POINTE
CONDOMINIUMS**

THIS INSTRUMENT PREPARED BY
 DENNIS O. CUMMINGS
 ATTORNEY AT LAW
 DENNIS O. CUMMINGS & ASSOCIATES, INC.
 10000 WINDY HILL ROAD
 FORT WORTH, TEXAS 76134
 PHONE: (817) 841-8336

ENGLOYED BY
 FORTWORTH HOMES, LLC
 1332 MAIN ST. WEST TOWER SUITE 200
 FORT WORTH, TEXAS 76102
 PHONE: (817) 742-0971



PHASE TWO - UTILITIES PRO

A part of the (attached) plan of Section 8, Township 13 North, Range 3 East, in City of Fort Worth, Tarrant County, Texas, more particularly described as follows:

Ownership of the land-based interest of Block 77 of the residential subdivision of Weston Pointe, Section 8, Township 13 North, Range 3 East, in City of Fort Worth, Tarrant County, Texas, is owned by Fort Worth Homes, LLC, a limited liability company organized under the laws of the State of Texas. The plan of Block 77 is recorded in Public Record Book 111, Page 10, of the Public Record Office of Tarrant County, Texas. The plan of Block 77 is also recorded in Public Record Book 111, Page 10, of the Public Record Office of Tarrant County, Texas. The plan of Block 77 is also recorded in Public Record Book 111, Page 10, of the Public Record Office of Tarrant County, Texas. The plan of Block 77 is also recorded in Public Record Book 111, Page 10, of the Public Record Office of Tarrant County, Texas.

LEGEND

SHADING: CONCRETE SLAB ON GRADE WITH REINFORCING BARS
 STAIRS: CONCRETE SLAB ON GRADE WITH REINFORCING BARS
 ELEVATOR: CONCRETE SLAB ON GRADE WITH REINFORCING BARS
 WALLS: CONCRETE SLAB ON GRADE WITH REINFORCING BARS
 FLOORS: CONCRETE SLAB ON GRADE WITH REINFORCING BARS
 ROOFS: CONCRETE SLAB ON GRADE WITH REINFORCING BARS

The plan is subject to the following conditions:

1. The plan is subject to the following conditions:

2. The plan is subject to the following conditions:

3. The plan is subject to the following conditions:

4. The plan is subject to the following conditions:

5. The plan is subject to the following conditions:

EXHIBIT D**TO****THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION**

BUILDING TWO

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Block "D" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, in Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; thence North 00 degrees 11 minutes 00 seconds East 123.44 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 89 degrees 49 minutes 00 seconds East 20.00 feet from said point; thence northeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 00 degrees 11 minutes 00 seconds East 20.00 feet from the radius point of said curve; thence South 89 degrees 49 minutes 00 seconds East 221.89 feet; thence South 00 degrees 48 minutes 27 seconds West 143.45 feet; thence North 89 degrees 49 minutes 00 seconds West 240.33 feet to the place of beginning, containing 0.792 acres, more or less. Subject to all legal highways, right-of-ways, easements, and restrictions of record.

BUILDING THREE

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast point of Block "F" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, in Hamilton County, Indiana; thence North 89 degrees 49 minutes 00 seconds West 85.61 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 49 minutes 00 seconds West 201.95 feet; thence North 00 degrees 03 minutes 34 seconds West 95.33 feet; thence South 89 degrees 49 minutes 00 seconds East 201.95 feet; thence South 00 degrees 03 minutes 34 seconds East 95.33 feet to the place of beginning, containing 0.441 acres, more or less. Subject to all legal highways, rights-of-way, easements, and restriction of record

EXHIBIT E**TO****THE TOWNES AT WESTON POINTE DECLARATION**

Legal Description of Additional Land

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the North East Corner of the South West Quarter; thence South 89 degrees 56 minutes 26 seconds West 20.00 feet to the POINT OF BEGINNING of this description; thence South 00 degrees 48 minutes 27 seconds West 665.32 feet; thence North 89 degrees 49 minutes 00 seconds West 711.52 feet; thence South 00 degrees 48 minutes 27 seconds West 74.91 feet; thence North 89 degrees 49 minutes 00 seconds West 437.81 feet; thence North 15 degrees 04 minutes 16 seconds West 761.26 feet; thence North 89 degrees 56 minutes 26 seconds East 1,357.69 feet to the place of beginning, containing 20.000 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

Except the following described parcel:

BUILDING TWO

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Block "D" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, in Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; thence North 00 degrees 11 minutes 00 seconds East 123.44 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 89 degrees 49 minutes 00 seconds East 20.00 feet from said point; thence northeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 00 degrees 11 minutes 00 seconds East 20.00 feet from the radius point of said curve; thence South 89 degrees 49 minutes 00 seconds East 221.89 feet; thence South 00 degrees 48 minutes 27 seconds West 143.45 feet; thence North 89 degrees 49 minutes 00 seconds West 240.33 feet to the place of beginning, containing 0.792 acres, more or less. Subject to all legal highways, right-of-ways, easements, and restrictions of record.

EXHIBIT E**TO****THE TOWNES AT WESTON POINTE DECLARATION**

Except the following described parcel:

BUILDING THREE

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast point of Block "F" of the recorded plat of Weston Point, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, in Hamilton County, Indiana; thence North 89 degrees 49 minutes 00 seconds West 85.61 feet to the POINT OF BEGINNING of this description; thence continuing North 89 degrees 49 minutes 00 seconds West 201.95 feet; thence North 00 degrees 03 minutes 34 seconds West 95.33 feet; thence South 89 degrees 49 minutes 00 seconds East 201.95 feet; thence South 00 degrees 03 minutes 34 seconds East 95.33 feet to the place of beginning, containing 0.441 acres, more or less. Subject to all legal highways, rights-of-way, easements, and restriction of record.

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

28 day of December, 2004

Robin Mills Auditor of Hamilton County

Parcel # _____

200400086553
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
12-28-2004 At 01:55 PM.
AMEND DECL 16.00

1500
4

AMENDMENT NUMBER ONE

**AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION**

BUILDING NO. 04

This Amendment ("Amendment") is entered into this 2nd day of December 2004, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

by deleting there from the real estate described in Exhibit D.

5. 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

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

7. 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 2nd day of December, 2004.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

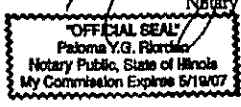
By: [Signature]
Printed: John J. Stanpoli
Officer

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-Weston Pointe, 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 2nd day of December, 2004.
[Signature]
Notary Public

County of Residence: Cook
My Commission Expires: 5-11-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
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

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 4**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	4.585084%
0202	5.565389%
0203	5.565389%
0204	5.034379%
0205	5.034379%
0206	4.585084%
0301	6.978011%
0302	5.565389%
0303	5.565389%
0304	6.034379%
0305	5.034379%
0306	6.637620%
0401	6.637620%
0402	5.565389%
0403	5.565389%
0404	5.034379%
0405	5.034379%
0406	6.978011%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING FOUR

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of Block "F" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; thence North 89 degrees 49 minutes 00 seconds West 85.61 feet; thence North 00 degrees 03 minutes 34 seconds West 95.33 feet; thence continuing North 00 degrees 03 minutes 34 seconds West along said line, a distance of 42.44 feet; thence South 89 degrees 56 minutes 26 seconds West 11.01 feet; thence North 00 degrees 03 minutes 34 seconds West 75.50 feet; thence North 89 degrees 56 minutes 26 seconds East 97 99 feet to a point on a curve concave westerly the radius point of said curve being South 81 degrees 50 minutes 40 seconds West 136.00 feet from said point; thence southerly along said curve 19.22 feet to the point of tangency of said curve, said point being North 89 degrees 56 minutes 26 seconds East 136.00 feet from the radius point of said curve; thence South 00 degrees 03 minutes 34 seconds East 184.41 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 56 minutes 26 seconds West 20.00 feet from said point; thence southerly along said curve 10.56 feet to the point of tangency of said curve, said point being South 59 degrees 49 minutes 01 seconds East 20.00 feet from the radius point of said curve to the place of beginning. Containing 0.452 acres, more or less, subject to all legal highways, right-of-ways, easements, and restrictions of record.

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

22 day of February, 2005

Robin M. Miles Auditor of Hamilton County

Parcel # _____

1800
(5)

200500010111
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
02-22-2005 At 02:13 PM.
AMEND DECL 18.00

AMENDMENT NUMBER TWO

AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING NO. 21

This Amendment ("Amendment") is entered into this 27th day of January 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

by deleting there from the real estate described in Exhibit D.

5. 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

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

7. 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 27th day of January, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

By: [Signature]
Printed: Vice Pres John Giampoli
Officer

STATE OF IN) SS:
COUNTY OF Madison

Before me, a Notary Public in and for the State of IN, personally appeared the above signed, an Officer of Portrait Homes-Weston Pointe, 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 28th day of January, 2005.
[Signature]
Notary Public

County of Residence: Hendricks
My Commission Expires: 8-27-2011

HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
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

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 21**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	3.451015%
0202	4.188871%
0203	4.188871%
0204	3.789199%
0205	3.789199%
0206	3.451015%
0301	5.252101%
0302	4.188871%
0303	4.188871%
0304	3.789199%
0305	3.789199%
0306	4.995901%
0401	4.995901%
0402	4.188871%
0403	4.188871%
0404	3.789199%
0405	3.789199%
0406	5.252101%
2101	4.188871%
2102	4.188871%
2103	4.188871%
2104	4.188871%
2105	3.789199%
2106	4.188871%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING TWENTY-ONE

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Block "H" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400087374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana, known as the POINT OF BEGINNING of this description, said also a point on a curve concave easterly the radius point of said curve being North 60 degrees 11 minutes 00 seconds East 20.00 feet from said point; thence northerly along said curve 10.39 feet to the point of tangency of said curve, said point being South 89 degrees 56 minutes 27 seconds West 20.00 feet from the radius point of said curve; thence North 00 degrees 03 minutes 34 seconds West 179.52 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 89 degrees 56 minutes 26 seconds East 20.00 feet from said point; thence northeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 00 degrees 03 minutes 34 seconds West 20.00 feet from the radius point of said curve; thence North 89 degrees 56 minutes 26 seconds East 68.29 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 03 minutes 34 seconds East 3.00 feet from said point; thence southeasterly along said curve 4.71 feet to the point of tangency of said curve, said point being North 89 degrees 56 minutes 26 seconds East 3.00 feet from the radius point of said curve; thence South 00 degrees 03 minutes 34 seconds East 17.00 feet; thence North 89 degrees 56 minutes 28 seconds East 17.00 feet; thence South 00 degrees 03 minutes 34 seconds East 66.87 feet; thence South 36 degrees 48 minutes 23 seconds West 37.88 feet; thence South 00 degrees 03 minutes 34 seconds East 91.08 feet to a point on a curve concave northerly the radius point of said curve being North 07 degrees 25 minutes 42 seconds West 175.00 feet from said point; thence westerly along said curve 23.25 feet to the point of tangency of said curve, said point being South 00 degrees 10 minutes 59 seconds West 175.00 feet from the radius point of said curve; thence North 89 degrees 49 minutes 00 seconds West 59.74 feet to the place of beginning. Containing 0.455 acres, more or less, subject to all legal highways, right-of-ways, easements, and restrictions of record.

CONSENT OF MORTGAGEE

LENDER Bank, Washington Mutual, F.A., holder of a Mortgage on the Property legally described on Exhibit A attached hereto, hereby consents to the execution and recording of the within The Townes at Weston Pointe Condominium Declaration and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, George J. Binstead, First Vice President has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf; all done at _____ on this 6th day of January 2005

By: [Signature]
Its: First Vice President

STATE OF FLORIDA)
COUNTY OF SEMINOLE) SS.

I, CLARA A. ROBERTSON, a Notary Public in and for County and State aforesaid, do hereby certify that George J. Binstead, as First Vice President of Washington Mutual Bank, F.A. appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of JANUARY, 2005.

[Signature]
Notary Public

My Commission Expires: _____



DULY ENTERED FOR TAXATION
Subject to acceptance for transfer
Filed for Record in
HAMILTON COUNTY, INDIANA
20th March 2005
JENNIFER J HAYDEN
04-20-2005 At 02:32 pm
ANEND DECL
Parcel #
200500023342
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
04-20-2005 At 02:32 pm
ANEND DECL 20.00

20.00
6

AMENDMENT NUMBER THREE

**AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION**

BUILDING NO. 5 and 12

This Amendment ("Amendment") is entered into this 22nd day of March 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

365108 Bldg # 5

by deleting there from the real estate described in Exhibit D.

5. 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.

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

7. 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 March, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

[Signature]
Printed: Michael J. Pasquinelli
Officer

STATE OF Illinois SS:
COUNTY OF DeKalb

Before me, a Notary Public in and for the State of Illinois personally appeared the above signed, an Officer of Portrait Homes-Weston Pointe, 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 22 day of March, 2005.

County of Residence: Cal
My Commission Expires: 3-19-07

[Signature]
Notary Public
OFFICIAL SEAL
Patricia V.G. Francis
Notary Public, State of Illinois
My Commission Expires 3/19/07

HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
9333 North Meridian, Suite 300
Indianapolis, IN 46260

This Instrument prepared by: Greg A. Bower, Attorney I.D. No. 16368-53,
Korunsky & Bower, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 6 and 19**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	2.311177%
0202	2.805326%
0203	2.805326%
0204	2.537662%
0205	2.537662%
0206	2.311177%
0301	3.517381%
0302	2.805326%
0303	2.805326%
0304	2.537662%
0305	2.537662%
0306	3.345801%
0401	3.345801%
0402	2.805326%
0403	2.805326%
0404	2.537662%
0405	2.537662%
0406	3.517381%
2101	2.805326%
2102	2.805326%
2103	2.805326%
2104	2.805326%
2105	2.537662%
2106	2.805326%
0501	3.517381%
0502	2.805326%
0503	2.805326%
0504	2.537662%
0505	2.537662%
0506	3.517381%
1901	2.311177%
1902	2.805326%
1903	2.805326%
1904	2.537662%

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 5 and 19**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1905	2.537882%
1906	2.311177%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING FIVE

A part of the Southwest Quarter of Section 8, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Block "F" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; said point also being a point on a curve concave southwesterly, the radius point of said curve being South 00 degrees 03 minutes 34 seconds East 20.00 feet from said point; thence southeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 89 degrees 56 minutes 26 seconds East 20.00 feet from the radius point of said curve; thence South 00 degrees 03 minutes 34 seconds East 117.78 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 89 degrees 56 minutes 26 seconds East 164.00 feet from said point; thence southerly along said curve 32.22 feet to the point of tangency of said curve, said point being South 78 degrees 41 minutes 00 seconds West 164.00 feet from the radius point of said curve; thence South 11 degrees 18 minutes 00 seconds East 26.82 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 78 degrees 41 minutes 00 seconds West 136.00 feet from said point; thence southerly along said curve 7.50 feet to the point of tangency of said curve, said point being North 81 degrees 50 minutes 40 seconds East 136.00 feet from the radius point of said curve; thence South 89 degrees 56 minutes 26 seconds West 97.89 feet; thence North 00 degrees 03 minutes 34 seconds West 203.50 feet; thence North 89 degrees 56 minutes 26 seconds East 68.33 feet to the place of beginning, containing 0.417 acres, more or less.

BUILDING 19

A part of the Southwest Quarter of Section 8, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Block "H" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, in Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; said point also being a point on a curve concave northwesterly, the

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING 19, CONTINUED

radius point of said curve being North 76 degrees 52 minutes 22 seconds West 225.00 feet from said point; thence southwesterly along said curve 91.38 feet to the point of tangency of said curve, said point being South 53 degrees 36 minutes 08 seconds East 225.00 feet from the radius point of said curve; thence South 89 degrees 56 minutes 26 seconds West 199.28 feet; thence South 71 degrees 37 minutes 40 seconds West 33.18 feet; thence North 00 degrees 03 minutes 34 seconds West 78.78 feet; thence North 89 degrees 56 minutes 26 seconds East 17.00 feet; thence North 00 degrees 03 minutes 34 seconds West 17.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 89 degrees 56 minutes 26 seconds East 3.00 feet from said point; thence northeasterly along said curve 4.71 feet to the point of tangency of said curve, said point being North 00 degrees 03 minutes 34 seconds West 3.00 feet from the radius point of said curve; thence North 89 degrees 56 minutes 26 seconds East 234.62 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 03 minutes 34 seconds East 20.00 feet from said point; thence southeasterly along said curve 15.85 feet to the point of tangency of said curve, said point being North 45 degrees 21 minutes 30 seconds East 20.00 feet from the radius point of said curve to the place of beginning, containing 0.611 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

THIS INSTRUMENT PREPARED BY
DENNIS D. CLAMSTEAD
STOEPPELLBERRY & ASSOCIATES, INC.
8940 ALLISONVILLE ROAD
FISHERS, INDIANA 46038
PHONE: (317) 848-5935

OWNER/DEVELOPER:
PORTRAIT HOMES, LLC
5333 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46280
PHONE: (317) 705-8971

SOURCE OF TITLE:
WARRANTY DEED INSTRUMENT 20030084228
DOCKET NUMBER: 05030016 HPR

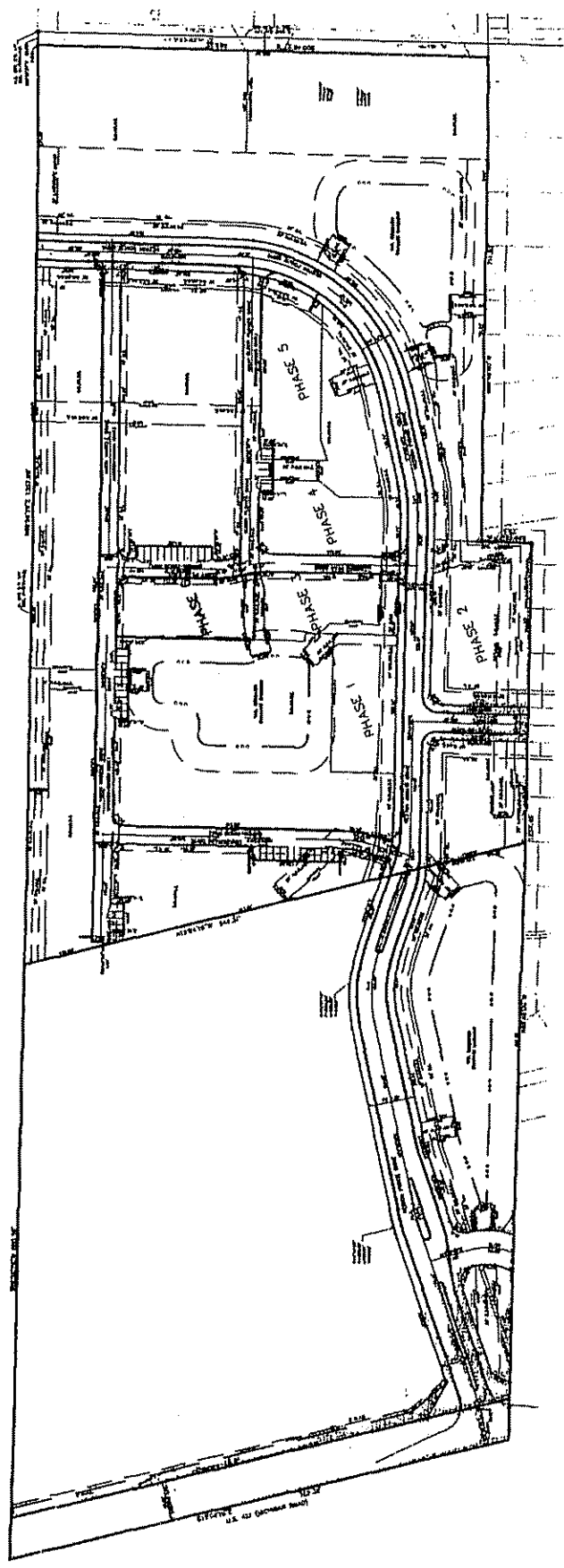
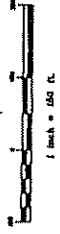
PC 3 Slide G11

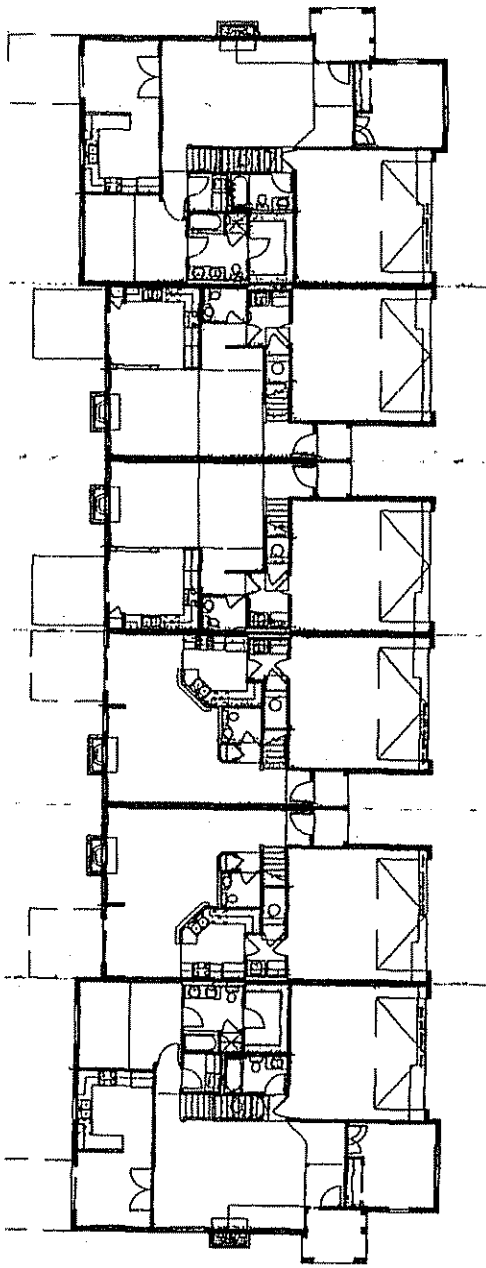
200509023543
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER HAYDEN
04-20-2005 at 07:23 am
PLAT 26.00

EXHIBIT "A"

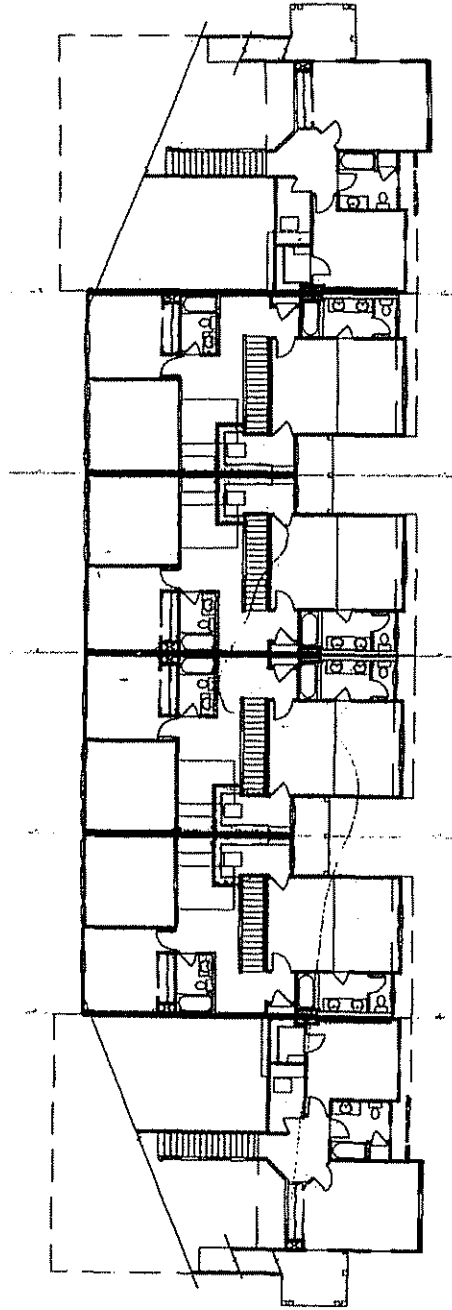
THE TOWNES AT WESTON POINTE CONDOMINIUMS

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
20th day of April, 2005
Robert H. Trullinger, Hamilton County
Parcel #





LOWER LEVEL



UPPER LEVEL

UNIT 0501
SILVERTON
10928 PERRY PEAR DRIVE

UNIT 0502
OAKMONT
10932 PERRY PEAR DRIVE

UNIT 0503
OAKMONT
10936 PERRY PEAR DRIVE

UNIT 0504
ASHLAND
10940 PERRY PEAR DRIVE

UNIT 0505
ASHLAND
10944 PERRY PEAR DRIVE

UNIT 0506
SILVERTON
10948 PERRY PEAR DRIVE

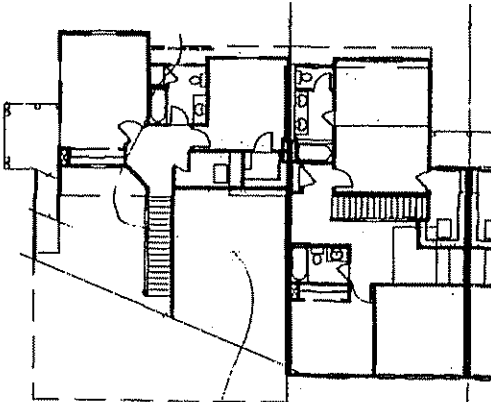
THE TOWNES AT WESTON POINTE
BUILDING 5

NTS :
= 906 30
= 905 74

I hereby certify on behalf of the City of Carmel, Indiana, the the
street names set forth herein are consistent with those approved
by the Carmel Plan Commission, Docket No. 040100035P, and
that the address set forth herein are consistent with those
assigned by this Department. Elin Approved: *William Akers*
By: *William Akers* date
Department of Communications

R DRIVE

UNIT 0506
ASHLAND
SILVERTON
10948 PERRY PEAR DRIVE



NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
PORTRAIT HOMES, LLC
9333 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46260, FOR REFERENCE ONLY
OUTSIDE ASBUILT DIMENSION BY STOEPPELWERTH & ASSOCIATES, INC
ARE SHOWN ON SHEET 5A FOR BUILDING 5



Dennis D. O'Malley
Registered Land Surveyor
No. 900012

State of Indiana)
County of Hamilton)
SS)
This is to certify that the above described property was surveyed by Stoeppelwerth &
Associates, Inc. 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 under my hand and seal on this 14th day of April, 2005.

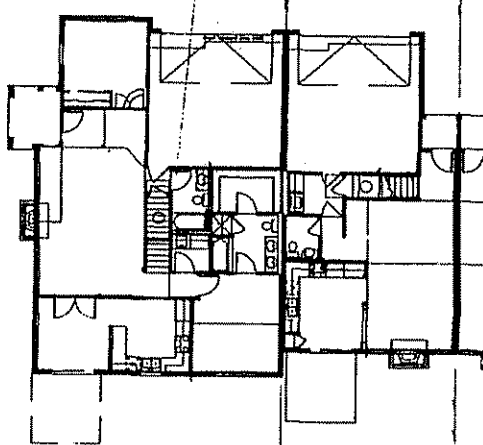


PLATE SIX - BUILDING FIVE
A part of the Southeast Quarter of Section 6, Township 17 North, Range 3 East in Clay Township,
Hamilton County, Indiana, more particularly described as follows:
Commencing at the Northeast corner of Block "T" of the recorded plat of Weston Pointe, recorded
as Instrument No. 200400007374, Plat Coburn 1, Sida 489, Hamilton County, Indiana, also known
as the POINT OF BEGINNING of the description; said point also being a point on a curve concave
southeasterly, the radius point of said curve being South 00 degrees 03 minutes 36 seconds East
20.00 feet from said point; thence southeasterly along said curve 31.42 minutes 36 seconds East
to the point of tangency of said curve; said point also being a point on a curve concave
North 89 degrees 56 minutes 26 seconds East 184.00 feet from said point; thence southeasterly along
said curve 12.22 feet to the point of tangency of said curve; thence South 76 degrees 41
minutes 00 seconds East 184.00 feet from the radius point of a curve concave westerly, the
radius point of said curve being South 00 degrees 03 minutes 36 seconds East 117.78
feet from the radius point of said curve; thence South 00 degrees 03 minutes 36 seconds East 117.78
feet to the point of tangency of said curve; thence South 00 degrees 03 minutes 36 seconds East
19 minutes 00 seconds East 26.82 feet to the point of tangency of a curve concave westerly, the
radius point of said curve being South 00 degrees 03 minutes 36 seconds East 130.00 feet from
said point; thence southeasterly along said curve 7.50 feet to the point of tangency of said curve; said
point being North 81 degrees 58 minutes 40 seconds East 155.00 feet from the radius point of
said curve; thence South 89 degrees 56 minutes 26 seconds East 203.50 feet; thence North 89 degrees 56
minutes 26 seconds East 68.33 feet to the place of beginning, containing 0.47 acres, more or less.

THE PLANS
BUILDING 5 PLAN
THE TOWNES AT WESTON POINTE
CONDOMINIUMS

200500023343
Filed for Record in
JENNIFER J HARDEH
04-20-2005 at 02:32 pm
PLAT 28.00

PC 3 Side 611

A part of the Southwest Hamilton County, Indiana, Commencing at the North end of Instrument No. 20040, as the POINT OF BEGINNING southwesterly, the radius 20.00 feet from said point tangency of said curve, 1 feet to the point of curve North 89 degrees 56 minutes 00 seconds West 19 minutes 00 seconds East radius point of said curve said point; thence southe said curve; thence South degrees 03 minutes 34 seconds East 68.33 feet to the P

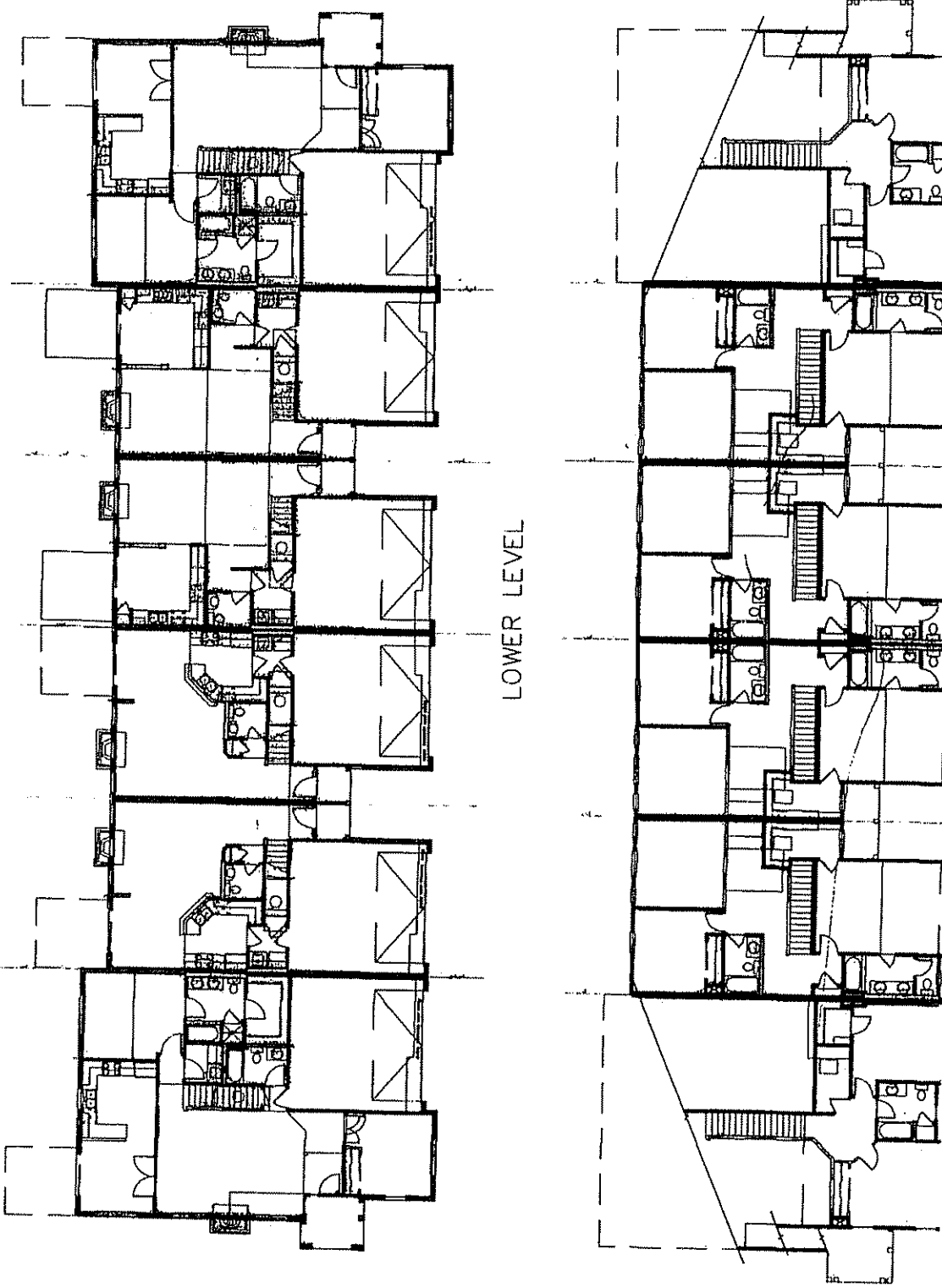
S:\3796351\Legal\BLDGE April 5, 2005

State of Indiana)
) SS.

County of Hamilton)

This is to certify that the Associates, Inc., under the the plat hereon drawn is in feet and decimals there Given under my hand and

NOTES: THE PORTRAIT HC 9333 NORTH



DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

15th day of June, 2005

Robin Mills Auditor of Hamilton County

Parcel # _____

2400
(8)

200500037168
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
06-15-2005 At 02:38 PM.
AMEND DECL 24.00

AMENDMENT NUMBER FOUR

**AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION**

BUILDING NO. 20

This Amendment ("Amendment") is entered into this 2nd day of June 2005, by PORTRAIT HOMES-WESTON POINTE, L.L.C, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D attached hereto and incorporated herein by reference.
2. Exhibit B of the Declaration, setting forth the percentages of interest of each of the Units in the Common Areas, is hereby amended by deleting Exhibit B from the Declaration and substituting therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

**BEST POSSIBLE IMAGE
ALL PAGES**

371934

371461 -10/7

by deleting there from the real estate described in Exhibit D.

5. 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.

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

7 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 2nd day of June, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

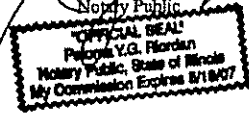
By: [Signature]
Printed: John J. Giampoli
Officer

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-Weston Pointe, 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 7th day of June, 2005.
[Signature]
Notary Public

County of Residence: Cook
My Commission Expires: 5-17-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
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

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 20**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	2.077998%
0202	2.522292%
0203	2.522292%
0204	2.281633%
0205	2.281633%
0206	2.077998%
0301	3.162507%
0302	2.522292%
0303	2.522292%
0304	2.281633%
0305	2.281633%
0306	3.008238%
0401	3.008238%
0402	2.522292%
0403	2.522292%
0404	2.281633%
0405	2.281633%
0406	3.162507%
2101	2.522292%
2102	2.522292%
2103	2.522292%
2104	2.522292%
2105	2.281633%
2106	2.522292%
0501	3.162507%
0502	2.522292%
0503	2.522292%
0504	2.281633%
0505	2.281633%
0506	3.162507%
1801	2.077998%
1802	2.522292%
1803	2.522292%
1804	2.281633%

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 20**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1905	2.281633%
1906	2.077998%
2001	2.522292%
2002	2.522292%
2003	2.522292%
2004	2.522292%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING TWENTY

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

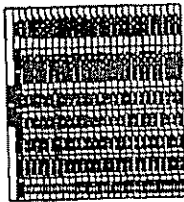
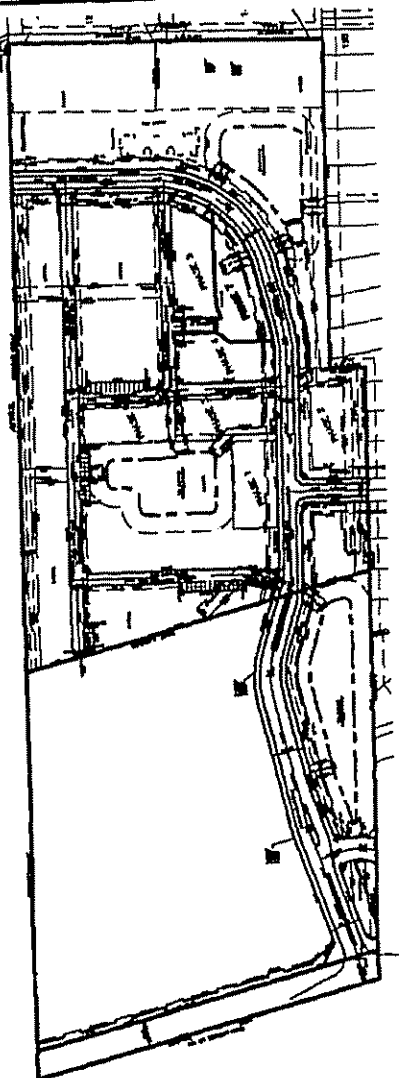
Commencing at the Southwest corner of Block "H" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana; thence South 89 degrees 49 minutes 00 seconds East 59.74 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 11 minutes 00 seconds East 175.00 feet from said point; thence easterly along said curve 23.25 feet to the point of tangency of said curve, said point being South 07 degrees 25 minutes 41 seconds East 175.00 feet from the radius point of said curve to the POINT OF BEGINNING of this description; thence North 00 degrees 03 minutes 34 seconds West 91.08 feet; thence North 36 degrees 48 minutes 23 seconds East 37.88 feet; thence North 00 degrees 03 minutes 34 seconds West 66.87 feet; thence North 89 degrees 56 minutes 26 seconds East 30.00 feet; thence South 00 degrees 03 minutes 34 seconds East 78.76 feet; thence North 71 degrees 37 minutes 40 seconds East 33.19 feet; thence North 89 degrees 56 minutes 26 seconds East 199.26 feet to a point on a curve concave northwesterly, the radius point of said curve being North 53 degrees 36 minutes 08 seconds West 225.00 feet from said point; thence southwesterly along said curve 159.36 feet to the point of tangency of said curve, said point being South 13 degrees 01 minutes 15 seconds East 225.00 feet from the radius point of said curve; thence South 76 degrees 58 minutes 46 seconds West 139.74 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 13 degrees 01 minutes 14 seconds West 175.00 feet from said point; thence westerly along said curve 17.08 feet to the point of tangency of said curve, said point being South 07 degrees 25 minutes 41 seconds East 175.00 feet from the radius point of said curve to the place of beginning, containing 0.560 acres, more or less. Subject to all legal highways, rights-of-ways, easements, and restrictions of record.

S:\37963SIV\Legal\BLDG.20
March 3, 2004

EXHIBIT 'A' THE TOWNES AT WESTON POINTE CONDOMINIUMS

DESIGNED BY
ARCHITECTURAL ASSOCIATES, INC.
10000 WESTON POINTE DRIVE
SUITE 100
WESTON, MA 01886
PHONE: (978) 866-3635
WWW.AAARCHITECTS.COM

DEVELOPER
WESTON POINTE, LLC
10000 WESTON POINTE DRIVE, SUITE 100
WESTON, MA 01886
PHONE: (978) 866-3635
WWW.WESTONPOINTE.COM



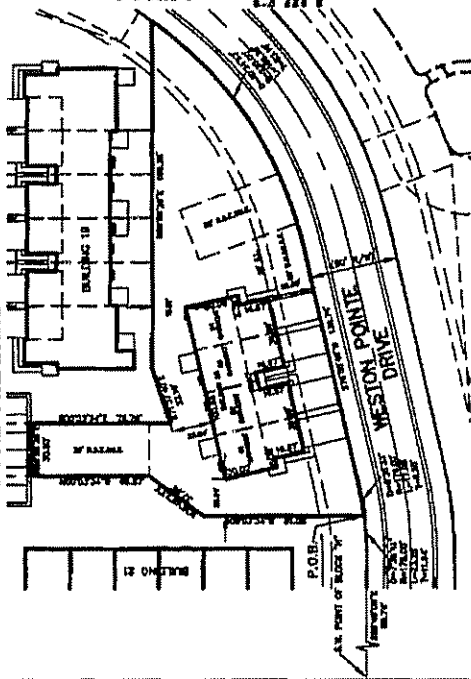
LEGEND

- UNITS TO BE CONSTRUCTED
- UNITS TO BE DEMOLISHED
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING GRAVEL
- EXISTING PAVEMENT
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING CURB
- EXISTING FENCE
- EXISTING LIGHT FIXTURES
- EXISTING ELECTRICAL
- EXISTING MECHANICAL
- EXISTING PLUMBING
- EXISTING ROOFING
- EXISTING SITES
- EXISTING UTILITIES
- EXISTING VEGETATION
- EXISTING TREES
- EXISTING SHRUBS
- EXISTING GRASS
- EXISTING SOIL
- EXISTING ROCK
- EXISTING SAND
- EXISTING CLAY
- EXISTING SILT
- EXISTING LOESS
- EXISTING COBBLES
- EXISTING Boulders
- EXISTING DEBRIS
- EXISTING RUBBER
- EXISTING GLASS
- EXISTING METAL
- EXISTING WOOD
- EXISTING PLASTIC
- EXISTING PAPER
- EXISTING FABRIC
- EXISTING LEATHER
- EXISTING RUBBER
- EXISTING GLASS
- EXISTING METAL
- EXISTING WOOD
- EXISTING PLASTIC
- EXISTING PAPER
- EXISTING FABRIC
- EXISTING LEATHER

The Townes at Weston Pointe Condominiums is a new residential development located at 10000 Weston Pointe Drive, Weston, MA 01886. The development consists of 100 townhome units, 50 of which are to be constructed and 50 of which are to be demolished. The units are arranged in a U-shape around a central courtyard. The existing site includes a driveway, sidewalk, curb, fence, light fixtures, electrical, mechanical, plumbing, roofing, sites, utilities, vegetation, trees, shrubs, grass, soil, rock, sand, clay, silt, loess, cobbles, boulders, debris, rubber, glass, metal, wood, plastic, paper, fabric, and leather.

THE TOWNES AT WESTON POINTE
CONDOMINIUMS
SHEET 20

THE PLANS BUILDING 20 PLAN THE TOWERS AT WESTON PONTE CONDOMINIUMS



A portion of the information contained in this plan is derived from the following sources: ...

CONTRACT NO. 2005-37168

DATE: 07/06/2005

PROJECT: THE TOWERS AT WESTON PONTE CONDOMINIUMS

CONTRACTOR: ...

PROPERTY ADDRESS: ...

City of Weston

Weston, MA 02461

PLANNING BOARD: ...

PLANNING BOARD MEETING: ...

PLANNING BOARD ACTION: ...

CONTRACT NO. 2005-37168

DATE: 07/06/2005

PROJECT: THE TOWERS AT WESTON PONTE CONDOMINIUMS

CONTRACTOR: ...

County of Weston

City of Weston

Weston, MA 02461

8th FLOOR - SCALE 1/8"=1'-0"

FINISHED FLOOR ELEVATION = 904.90

AS-BUILT FINISHED FLOOR = 905.00

Room	Area (sq. ft.)	Volume (cu. ft.)
Garage	1,200	10,000
Storage	800	6,000
Living	1,500	12,000
Bedroom	1,000	8,000
Bathroom	500	4,000
Kitchen	600	4,800
Hall	300	2,400
Stair	200	1,600
Other	100	800
Total	6,100	49,600



Paul A. ...
Professional Engineer
Department of Community Services

THE TOWERS AT WESTON PONTE
BUILDING 20

SHEET 20A

THE PLANS BUILDING 20 PLAN THE TOWNES AT WEBSTON PONTE CONDOMINIUMS

NOTE: The enclosed floor plan is a preliminary drawing. It is not to be used for construction. The final floor plan will be submitted to the City of Cambridge, Massachusetts, for review and approval. The final floor plan will be submitted to the City of Cambridge, Massachusetts, for review and approval. The final floor plan will be submitted to the City of Cambridge, Massachusetts, for review and approval.

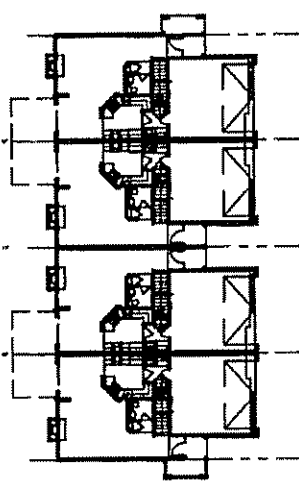
PREPARED BY:

DATE:

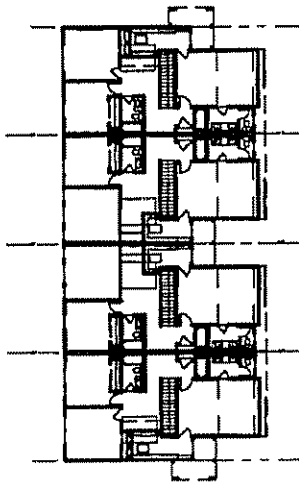


NOTES: THE ABOVE FLOOR PLANS WERE PROVIDED BY THE ARCHITECT FOR THE CITY OF CAMBRIDGE, MASSACHUSETTS. THE ARCHITECT HAS ADVISED THAT THE ABOVE FLOOR PLANS ARE FOR INFORMATION ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION.

FOR MORE INFORMATION, CONTACT THE ARCHITECT AT THE ADDRESS LISTED BELOW. THE ARCHITECT'S OFFICE IS LOCATED AT 100 STATE STREET, CAMBRIDGE, MASSACHUSETTS 02142.



LOWER LEVEL



UPPER LEVEL

- UNIT 201
- UNIT 202
- UNIT 203
- UNIT 204
- UNIT 205
- UNIT 206
- UNIT 207
- UNIT 208
- UNIT 209
- UNIT 210

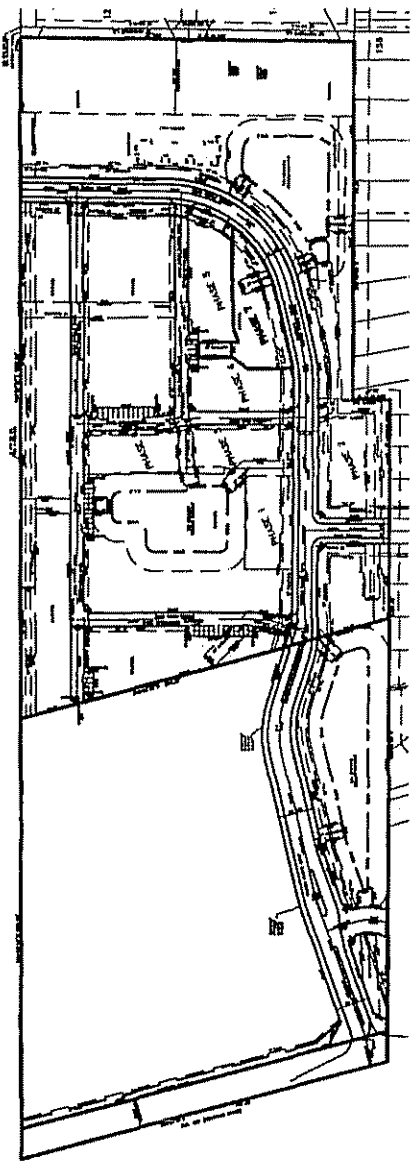
FLOOR PLANS - SCALE NTS
FINISHED FLOOR ELEVATION = 904.90
AS-BUILT FINISHED FLOOR = 905.00

THIS INSTRUMENT PREPARED BY
 DENNIS D. CLARKE
 SURVEILLANT & ASSOCIATES, INC.
 1000 WEST WISCONSIN AVENUE
 MILWAUKEE, WISCONSIN 53233
 PHONE (312) 844-3833

OWNER/DEVELOPER IS:
 WESTON POINT, LLC
 100 WEST WISCONSIN AVENUE, SUITE 200
 MILWAUKEE, WISCONSIN 53233
 PHONE (312) 765-8871

SOURCE OF THIS INSTRUMENT REFERENCES:
 PROJECT NUMBER: 80000001 001

EXHIBIT "A" THE TOWNES AT WESTON POINTE CONDOMINIUMS

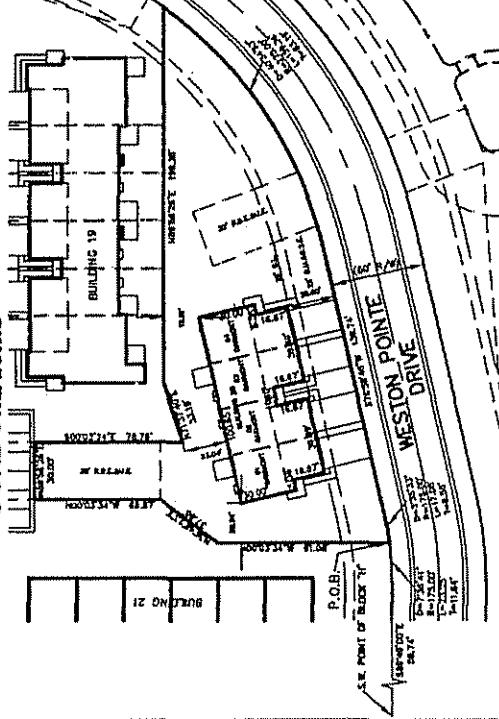


NO.	DESCRIPTION
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LEGEND
 SHADING: FINISHES, LIGHTS, SWITCHES, ACCESS, ELEVATION
 DIMENSIONS: WALLS, DOORS, WINDOWS, STAIRS, ELEVATION
 FINISHES: WALLS, FLOORS, CEILING, LIGHTS, SWITCHES, ACCESS, ELEVATION
 DIMENSIONS: WALLS, DOORS, WINDOWS, STAIRS, ELEVATION

The Townes at Weston Pointe Condominiums is a project of the building of Weston Pointe, LLC, and is located at 100 West Wisconsin Avenue, Suite 200, Milwaukee, Wisconsin 53233. The project is a multi-unit residential building consisting of 50 units. The project is owned and developed by Weston Pointe, LLC. The project is located in the West Side neighborhood of Milwaukee, Wisconsin. The project is a multi-unit residential building consisting of 50 units. The project is owned and developed by Weston Pointe, LLC. The project is located in the West Side neighborhood of Milwaukee, Wisconsin.

THE PLANS BUILDING 20 PLAN THE TOWNES AT WESTON PONTE CONDOMINIUMS



Consolidated of Public
Per Ordinance 7-2003 adopted by the Common
Council of the City of Council Bluffs, Iowa, on June 23,
2003. The Ordinance authorized the City of Council Bluffs
to issue a Certificate of Occupancy for the building
described in the attached plan.

On September 18, 2003, the Council Bluffs
Commission granted a Certificate of Occupancy for a
residential project, Project No. 0407000039, in
Council Bluffs, Iowa, located at the intersection of
Weston Drive and Weston Drive. The project is in
conformity with the aforementioned ordinance. Enc. Attached.

By: Don C. Cunningham City
Department of Community Services

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

1ST FLOOR - SCALE: 1/8"=1'-0"
FINISHED FLOOR ELEVATION = 904.00
AS-BUILT FINISHED FLOOR = 905.00

	BUILDING 20		BUILDING 20	
Building Area	1,070 sq. ft.	1,070 sq. ft.	1,070 sq. ft.	1,070 sq. ft.
Common Area	4,057 sq. ft.	4,057 sq. ft.	4,057 sq. ft.	4,057 sq. ft.
Private Common	42 sq. ft.	42 sq. ft.	42 sq. ft.	42 sq. ft.
Private Office	42 sq. ft.	42 sq. ft.	42 sq. ft.	42 sq. ft.
Building Area	1,070 sq. ft.	1,070 sq. ft.	1,070 sq. ft.	1,070 sq. ft.
Common Area	4,057 sq. ft.	4,057 sq. ft.	4,057 sq. ft.	4,057 sq. ft.
Private Common	42 sq. ft.	42 sq. ft.	42 sq. ft.	42 sq. ft.
Private Office	42 sq. ft.	42 sq. ft.	42 sq. ft.	42 sq. ft.

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

County of Harrison
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County of Harrison
City of Council Bluffs

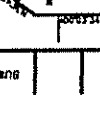
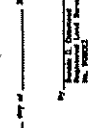
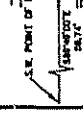
County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

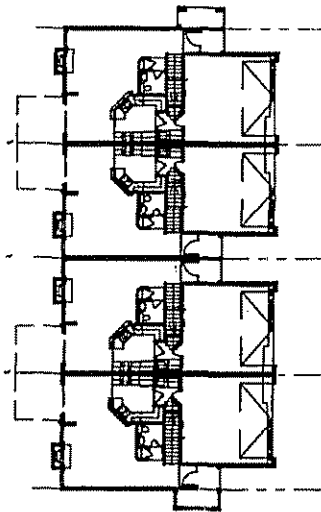
County of Harrison
City of Council Bluffs

County of Harrison
City of Council Bluffs

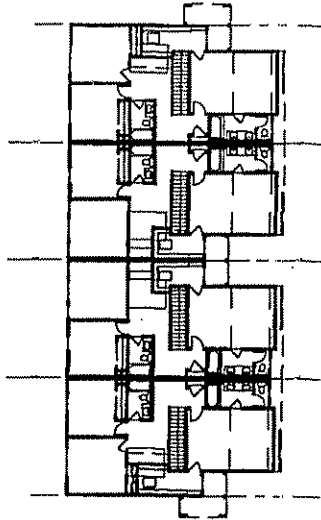
County of Harrison
City of Council Bluffs



THE PLANS BUILDING 20 PLAN THE TOWNES @ WESTON PONTE CONDOMINIUMS



LOWER LEVEL



UPPER LEVEL

UNIT 2001
6012 WESTON PONTE DRIVE
UNIT 2002
6008 WESTON PONTE DRIVE
UNIT 2003
6004 WESTON PONTE DRIVE
UNIT 2004
4000 WESTON PONTE DRIVE

FLOOR PLANS - SCALE: NTS

FINISHED FLOOR ELEVATION = 904.90
AS-BUILT FINISHED FLOOR = 905.00

PLANS BY: **STODOLNICK & ASSOCIATES, INC.**
A Division of the International Brotherhood of Architects, Engineers, Planners & City Beautifiers
1000 North Michigan Street, Suite 200
Ann Arbor, Michigan 48106
Telephone: (313) 963-1100
FAX: (313) 963-1101
The undersigned hereby certifies that the above described plans were prepared by the undersigned or under the direct supervision and to the best of the undersigned's knowledge and belief, the undersigned is a duly Licensed Professional Engineer in the State of Michigan, License No. 111223, and the undersigned is duly Licensed Professional Architect in the State of Michigan, License No. 111223, and the undersigned is duly Licensed Professional Engineer in the State of Michigan, License No. 111223, and the undersigned is duly Licensed Professional Architect in the State of Michigan, License No. 111223, and the undersigned is duly Licensed Professional Engineer in the State of Michigan, License No. 111223, and the undersigned is duly Licensed Professional Architect in the State of Michigan, License No. 111223.

IMPROVED DESCRIPTION

Project of Record: ()
Date of Record: ()
Date of this Plan: ()
Date of this Plan: ()
Date of this Plan: ()



NOTES: THE ABOVE FLOOR PLANS WERE PROVIDED BY
WESTON PONTE, LLC
6012 NORTH MICHIGAN STREET, SUITE 200
ANN ARBOR, MICHIGAN 48106
OUTSIDE ASSEMBLY DIMENSION BY STODOLNICK & ASSOCIATES, INC.
ARE SHOWN ON SHEET 20A FOR BUILDING 20.

City of Ann Arbor
Department of Communications
6012
WESTON PONTE
BUILDING 20
SHEET 20B

200500037169
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J HAYDEN
 06-15-2005 At 02:38 PM.
 PLAT 29.00

PC 3 Slide 647

PHASE SEVEN - BUILDING TWENTY

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Block "H" of the recorded plot of Weston Pointe, recorded as Instrument No. 200409067374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana; thence South 89 degrees 49 minutes 00 seconds East 59.74 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 50 degrees 11 minutes 00 seconds East 175.00 feet from said point; thence easterly along said curve 23.25 feet to the point of tangency of said curve, said point being South 97 degrees 25 minutes 41 seconds East 175.00 feet from the radius point of said curve to the POINT OF BEGINNING of this description; thence North 00 degrees 03 minutes 34 seconds West 91.08 feet; thence North 36 degrees 48 minutes 23 seconds East 37.00 feet; thence North 00 degrees 03 minutes 34 seconds West 46.87 feet; thence North 89 degrees 56 minutes 26 seconds East 39.00 feet; thence South 00 degrees 03 minutes 34 seconds East 78.76 feet; thence North 71 degrees 37 minutes 40 seconds East 33.10 feet; thence North 89 degrees 56 minutes 26 seconds East 100.20 feet to a point on a curve concave northwesterly, the radius point of said curve being North 03 degrees 36 minutes 08 seconds West 225.00 feet from said point; thence southwesterly along said curve 159.38 feet to the point of tangency of said curve, said point being South 13 degrees 13 minutes 15 seconds East 225.00 feet from the radius point of said curve; thence South 76 degrees 08 minutes 40 seconds West 139.74 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 13 degrees 01 minutes 14 seconds West 175.00 feet from said point; thence westerly along said curve 17.08 feet to the point of tangency of said curve, said point being South 97 degrees 25 minutes 41 seconds East 175.00 feet from the radius point of said curve to the place of beginning, containing 0.580 acres, more or less Subject to all legal highway, rights-of-ways, easements, and restrictions of record.

E:\716533\1\new\161020
 March 3, 2004

SURVEYOR'S CERTIFICATE

State of Indiana)
) SS:
 County of Hamilton)

This is to certify that the above described property was surveyed by Stappeswerth & Associates, Inc. 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 under my hand and seal on this 10th day of JUNE 2005.

Donna D. Olmstead
 Donna D. Olmstead
 Registered Land Surveyor
 No. 900012



State of Indiana)
) SS:
 County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Donna D. Olmstead, Registered Land Surveyor, and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

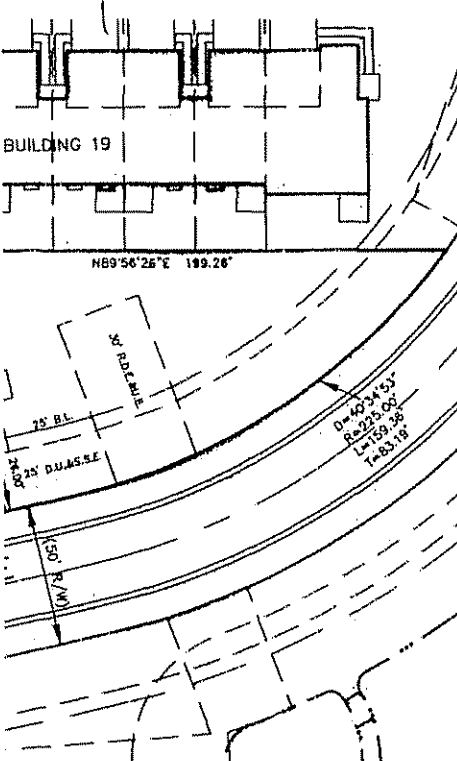
Witness my signature and seal this 10th day of June 2005.

Kalynda A. Hamilton
 Kalynda A. Hamilton
 Notary Public
 Printed Name



County of Residence: Boone
 My Commission Expires: 01/05/2013

POINTE



Executed this 27 day of May 2005 by dedicator

The undersigned, Portraitt Homes-Weston Pointe, LLC, the owner of record of the real estate described hereon, does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate as shown hereon in accordance with the within plat.

This condominium shall be known as Weston Pointe, a condominium property in Hamilton County, Indiana.

I, *John J. Ciavardi*, Officer, of Portraitt Homes-Weston Pointe, LLC, an Illinois Limited Liability, being duly sworn says to all, to the best of his knowledge, interested parties and these lands have united in the execution of said condominium drawings.

John J. Ciavardi
 Portraitt Homes-Weston Pointe, LLC
 9633 North Meridian Street, Suite 300
 Indianapolis, Indiana 46280

JILLANN R. LEWIS
 NOTARY PUBLIC
 STATE OF INDIANA
 MY COM. EXPIRES 01/05/2013

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

On this 27 day of May 2005, before me, the undersigned, a Notary Public in and for said State, personally came said Portraitt Homes-Weston Pointe, LLC, an Illinois Limited Liability, *John J. Ciavardi*, its Officer, who acknowledged that he did sign the within condominium drawings and that the same is her voluntary act and deed as such officer for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notary Seal on the day and date shown above written.

My commission Expires: 8-29-2011

County of Residence: Hancock

Notary Public-signature: *Jillann R. Lewis*

Notary Public-printed: JILLANN R. LEWIS

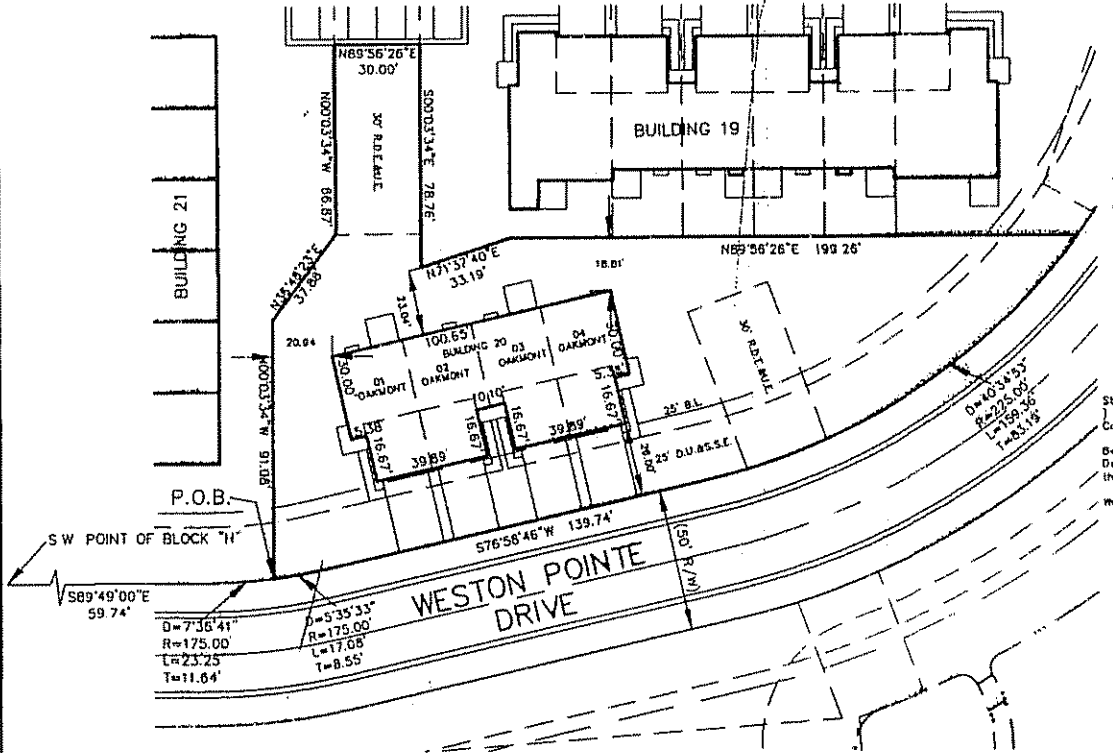


Certification of Zoning:
 Per Ordinance Z-408-03 adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from S-1 Single Family Residential district to the R-4 Single and Multiple Family Residential district.

On September 16, 2004 the Carmel Plan Commission granted Secondary Plat approval for a Condominium project, Docket No. 04010003SP on this site. I have reviewed the Condominium plat of Weston Pointe and verify that it is consistent with the aforementioned approvals. Plan Approved

By: *Jon C. Doboszewicz* 4/29/05
 Jon C. Doboszewicz
 Department of Community Services

THE PLANS BUILDING 20 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS



1ST FLOOR - SCALE: 1"=40'
 FINISHED FLOOR ELEVATION = 904.90
 AS-BUILT FINISHED FLOOR = 905.00

BUILDING 20		Unit 2002		Unit 2002	
Building w/garage:	1,091 sq.ft.	0.040 ac.	1,091 sq.ft.	0.024 ac.	
Limited C.A.:	722 sq.ft.	0.017 ac.	575 sq.ft.	0.013 ac.	
Common Area:	4,057 sq.ft.	0.044 ac.	2,476 sq.ft.	0.015 ac.	
Private Sidewalk:	83 sq.ft.		62 sq.ft.		
Private Drive:	422 sq.ft.		422 sq.ft.		
Unit 2003		Unit 2004			
Building w/garage:	1,091 sq.ft.	0.024 ac.	1,091 sq.ft.	0.024 ac.	
Limited C.A.:	675 sq.ft.	0.015 ac.	822 sq.ft.	0.014 ac.	
Common Area:	677 sq.ft.	0.015 ac.	10,204 sq.ft.	0.015 ac.	
Private Sidewalk:	62 sq.ft.		62 sq.ft.		
Private Drive:	422 sq.ft.		422 sq.ft.		

Executed this 27 day of May 2005

The undersigned, Portrait Homes-Weston Pointe, LLC, if described herein, does hereby certify that it has laid out hereby lay off, plot and subdivided said real estate as set within plot

This condominium shall be known as Weston Pointe, a County, Indiana

I, John J. Gaudin, Officer, of Portrait Homes Limited Liability, being duly sworn, say to all, to the best of my knowledge and belief, that these plans have been laid out in the execution of said contract

John J. Gaudin
 Portrait Homes-Weston Pointe, LLC
 9533 Hood Meridian Street, Suite 300
 Indianapolis, Indiana 46260

STATE OF INDIANA)
) SS:
 COUNTY OF Marion)

On this 27 day of May, 2005, before me, Notary Public in and for said State, personally came said Portrait Homes Limited Liability, John J. Gaudin, its Officer, who sign the within condominium drawings and that the same such officer for the uses and purposes therein expressed

IN TESTIMONY WHEREOF I have hereunto set my hand and shown above written

My commission Expires: 8-27-2011
 County of Residence: Hendricks
 Notary Public-signature: Jill Hayden
 Notary Public-printed: JILLAN R LAWS

DENNIS D. CLAMSTEAD
 STOEPPENBERG & ASSOCIATES, INC.
 8940 ALLISONVILLE ROAD
 FISHERS, INDIANA 46038
 PHONE: (317) 848-3935

OWNER/DEVELOPER BY:

PORTRAIT HOMES, LLC
 9333 NORTH MERIDIAN STREET, SUITE 300
 INDIANAPOLIS, INDIANA 46260
 PHONE: (317) 703-8871

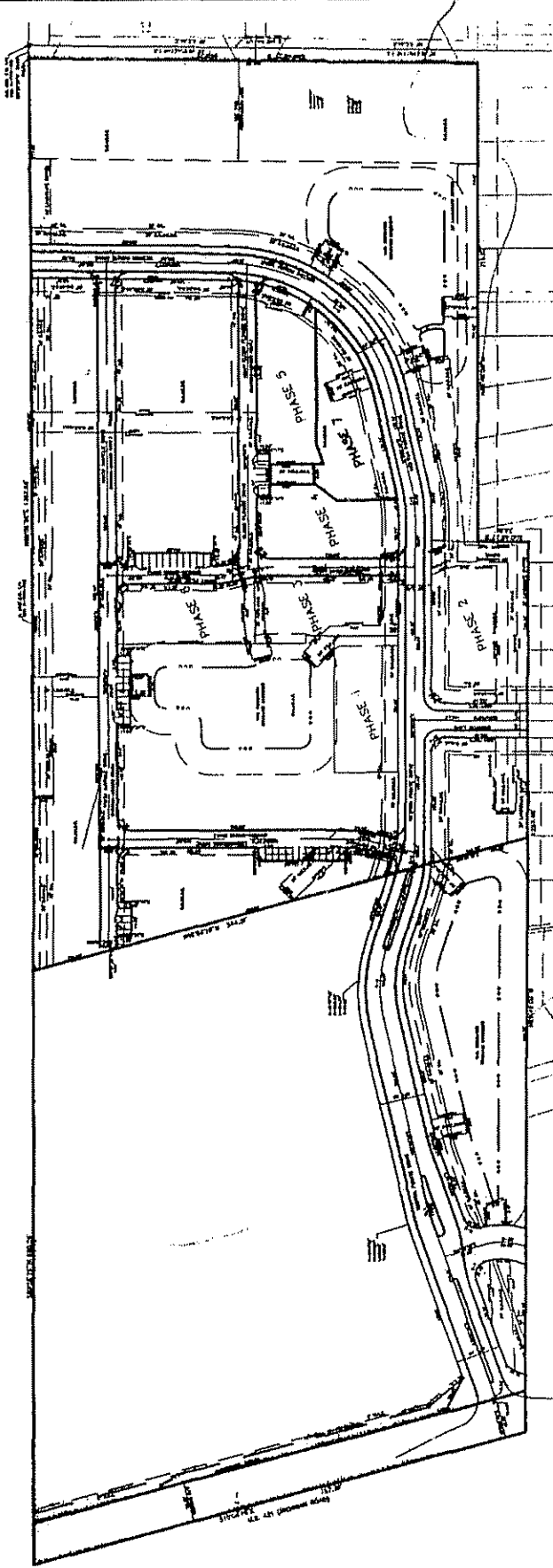
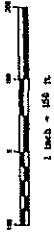
SOURCE OF TITLE:

WARRANTY DEED INSTRUMENT 2003006228
 BOOKET NUMBER: 05040025 MPR

200509037169
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JERILIFFER J HAYDEN
 06-15-2005 At 02:33 pm.
 PLAT 29.00

EXHIBIT "A"

THE TOWNES AT WESTON POINTE CONDOMINIUMS



NO.	DATE	DESCRIPTION	BY
1	06-15-2005	FILED FOR RECORD	JHAYDEN
2	06-15-2005	FILED FOR RECORD	JHAYDEN
3	06-15-2005	FILED FOR RECORD	JHAYDEN
4	06-15-2005	FILED FOR RECORD	JHAYDEN
5	06-15-2005	FILED FOR RECORD	JHAYDEN
6	06-15-2005	FILED FOR RECORD	JHAYDEN
7	06-15-2005	FILED FOR RECORD	JHAYDEN
8	06-15-2005	FILED FOR RECORD	JHAYDEN
9	06-15-2005	FILED FOR RECORD	JHAYDEN
10	06-15-2005	FILED FOR RECORD	JHAYDEN

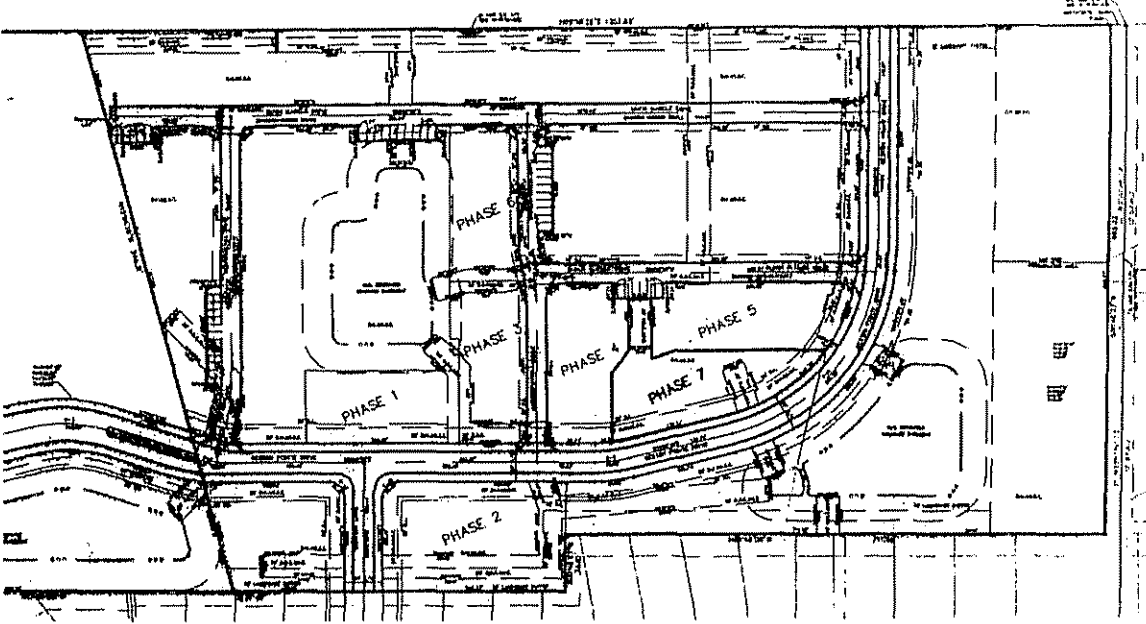
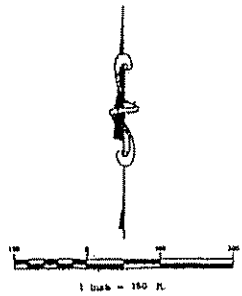
DULY ENTERED FOR TAXATION
 Subject to final acceptance for transfer
 15th day of June, 2005
 Robin A. Shultz Auditor of Hamilton County
 Parcel # _____

LEGEND
 DRAINAGE, UTILITY & SANITARY SEWER CASEMENT

PC 3 Slide 647

EXHIBIT "A" PHASES AT WESTON POINTE CONDOMINIUMS

200500037149
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
06-15-2005 At 02:38 pm.
PLAT 29.00



DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
15th day of June, 2005
Robin A. Miller Auditor of Hamilton County
Parcel # _____

CONDOMINIUM UNIT	APPROXIMATE AREA (SQ FT)	APPROXIMATE VOLUME (CU FT)	APPROXIMATE WEIGHT (LBS)	APPROXIMATE VALUE
101	1,100	11,000	1,100	110,000
102	1,100	11,000	1,100	110,000
103	1,100	11,000	1,100	110,000
104	1,100	11,000	1,100	110,000
105	1,100	11,000	1,100	110,000
106	1,100	11,000	1,100	110,000
107	1,100	11,000	1,100	110,000
108	1,100	11,000	1,100	110,000
109	1,100	11,000	1,100	110,000
110	1,100	11,000	1,100	110,000
111	1,100	11,000	1,100	110,000
112	1,100	11,000	1,100	110,000
113	1,100	11,000	1,100	110,000
114	1,100	11,000	1,100	110,000
115	1,100	11,000	1,100	110,000
116	1,100	11,000	1,100	110,000
117	1,100	11,000	1,100	110,000
118	1,100	11,000	1,100	110,000
119	1,100	11,000	1,100	110,000
120	1,100	11,000	1,100	110,000
121	1,100	11,000	1,100	110,000
122	1,100	11,000	1,100	110,000
123	1,100	11,000	1,100	110,000
124	1,100	11,000	1,100	110,000
125	1,100	11,000	1,100	110,000
126	1,100	11,000	1,100	110,000
127	1,100	11,000	1,100	110,000
128	1,100	11,000	1,100	110,000
129	1,100	11,000	1,100	110,000
130	1,100	11,000	1,100	110,000
131	1,100	11,000	1,100	110,000
132	1,100	11,000	1,100	110,000
133	1,100	11,000	1,100	110,000
134	1,100	11,000	1,100	110,000
135	1,100	11,000	1,100	110,000
136	1,100	11,000	1,100	110,000
137	1,100	11,000	1,100	110,000
138	1,100	11,000	1,100	110,000
139	1,100	11,000	1,100	110,000
140	1,100	11,000	1,100	110,000
141	1,100	11,000	1,100	110,000
142	1,100	11,000	1,100	110,000
143	1,100	11,000	1,100	110,000
144	1,100	11,000	1,100	110,000
145	1,100	11,000	1,100	110,000
146	1,100	11,000	1,100	110,000
147	1,100	11,000	1,100	110,000
148	1,100	11,000	1,100	110,000
149	1,100	11,000	1,100	110,000
150	1,100	11,000	1,100	110,000

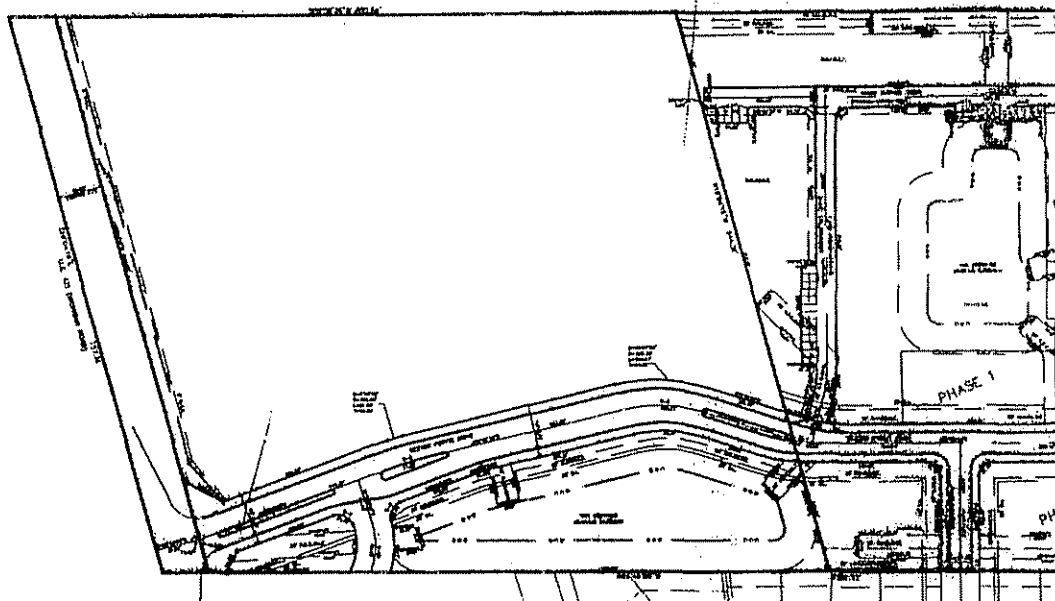
THIS INSTRUMENT PREPARED BY
 DENNIS D. OLMSTEAD
 STOEPPELWERTH & ASSOCIATES, INC.
 9940 ALLISONVILLE ROAD
 FISHERS, INDIANA 46038
 PHONE: (317) 849-5035

OWNER/DEVELOPER BY:
 PORTRAIT HOMES, LLC
 9333 NORTH MERIDIAN STREET, SUITE 300
 INDIANAPOLIS, INDIANA 46260
 PHONE: (317) 705-8971

SOURCE OF TITLE:
 WARRANTY DEED INSTRUMENT 2093009422B
 DOCKET NUMBER: 05040025 HPR.

EXHIBIT "A"

THE TOWNES AT WESTON CONDOMINIUMS



FULLY ENTERED FOR TAX
Subject to final acceptance
15th day of July
Robin M. Miller
 Parcel # _____

LEGEND

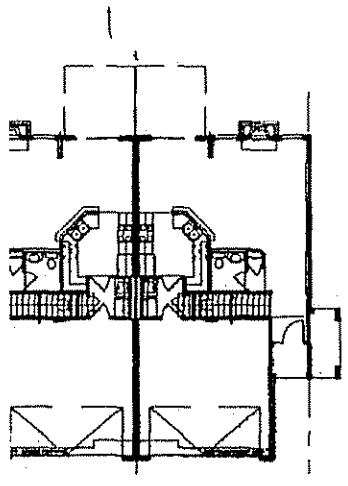
D.U.S.S.E.	DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
D.U.S.E.	DRAINAGE, UTILITY & SEWER EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
B.L.	BUILDING LINE
C.A.	CONDOMINIUM AREA
L.M.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT

"This 'Final Plat' denotes the 'As-built' location of the building this Phase and the subdivision of lots therein.
 *The entire area of this plat is common area with exception of Building (X)A & (X)B and area denoted as L.C.A.
 *L.C.A. denotes limited common area and is reserved for the exclusive use and enjoyment of the individual lot attached directly thereto.
 *The limits of limited common area shown hereon, when not dimensioned, extend the full width of lot from the face of structure, outward to the edge of the right-of-way easement of the frontage street.
 *Dimensions shown to and around perimeter of the building are taken to the outside edge of the concrete block, brick veneer and/or finish wood trim. Dimensions between lots are to the center of common (party) walls.

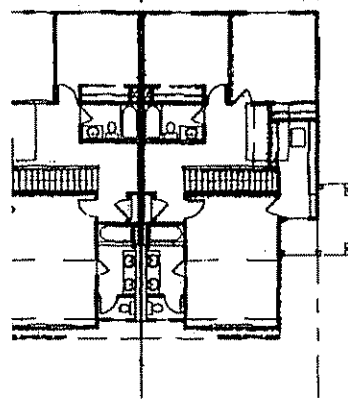
PC 3 Slide 647

200500037169
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J HAYDEN
 06-15-2005 at 02:38 PM.
 PLAT 29.00

THE PLANS BUILDING 20 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS



LEVEL



UNIT 2003
 OAKMONT
 30 WESTON POINTE DRIVE

UNIT 2004
 OAKMONT
 3994 WESTON POINTE DRIVE

PHASE SEVEN - BUILDING TWENTY

A part of the Southwest Quarter of Section 8, Township 17 North, Range 3 East in Clay Township Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Block "H" of the recorded plat of Weston Pointe, recorded as Instrument No. 20040007374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana; thence South 89 degrees 49 minutes 00 seconds East 58.74 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 11 minutes 00 seconds East 175.00 feet from said point; thence easterly along said curve 23.25 feet to the point of tangency of said curve, said point being South 07 degrees 25 minutes 41 seconds East 175.00 feet from the radius point of said curve to the POINT OF BEGINNING of this description; thence North 00 degrees 03 minutes 34 seconds West 91.08 feet; thence North 35 degrees 40 minutes 23 seconds East 37.88 feet; thence North 00 degrees 03 minutes 34 seconds West 66.67 feet; thence North 89 degrees 56 minutes 26 seconds East 30.00 feet; thence South 00 degrees 03 minutes 34 seconds East 78.75 feet; thence North 71 degrees 37 minutes 40 seconds East 33.19 feet; thence North 89 degrees 56 minutes 26 seconds East 189.26 feet to a point on a curve concave northerly, the radius point of said curve being North 53 degrees 36 minutes 08 seconds West 225.00 feet from said point; thence southwesterly along said curve 159.38 feet to the point of tangency of said curve, said point being South 13 degrees 01 minutes 15 seconds East 225.00 feet from the radius point of said curve; thence South 78 degrees 58 minutes 48 seconds West 135.74 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 13 degrees 01 minutes 14 seconds West 175.00 feet from said point; thence westerly along said curve 17.00 feet to the point of tangency of said curve, said point being South 07 degrees 25 minutes 41 seconds East 175.00 feet from the radius point of said curve to the place of beginning, containing 0.560 acres, more or less. Subject to all legal highways, rights-of-ways, easements, and restrictions of record.

S:\3786251\Legal\INDO 20
 March 3, 2005

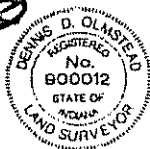
SURVEYOR'S CERTIFICATE

State of Indiana)
) SS.
 County of Hamilton)

This is to certify that the above described property was surveyed by Stoepfelwerth & Associates, Inc., 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 under my hand and seal on this 14th day of JUNE, 2005.

D. D. OLMSTEAD
 By Dennis D. Olmstead
 Registered Land Surveyor
 No. 900012



NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY PORTRAIT HOMES, LLC 9333 NORTH MERIDIAN STREET, SUITE 300 INDIANAPOLIS INDIANA 46260. FOR REFERENCE ONLY

OUTSIDE ASBUILT DIMENSION BY STOEPPELWERTH & ASSOCIATES INC. ARE SHOWN ON SHEET 20A FOR BUILDING 20

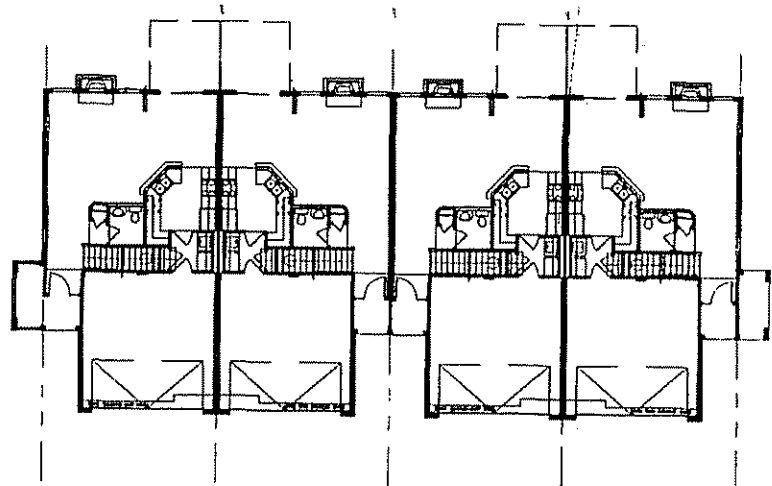
Certification of Addressing:

I hereby certify on behalf of the City of Carmel, Indiana that the street names set forth herein are consistent with those approved by the Carmel Plan Commission, Docket No. 04D100035P; and that the address set forth herein are consistent with those assigned by this Department. *Plan Approved*

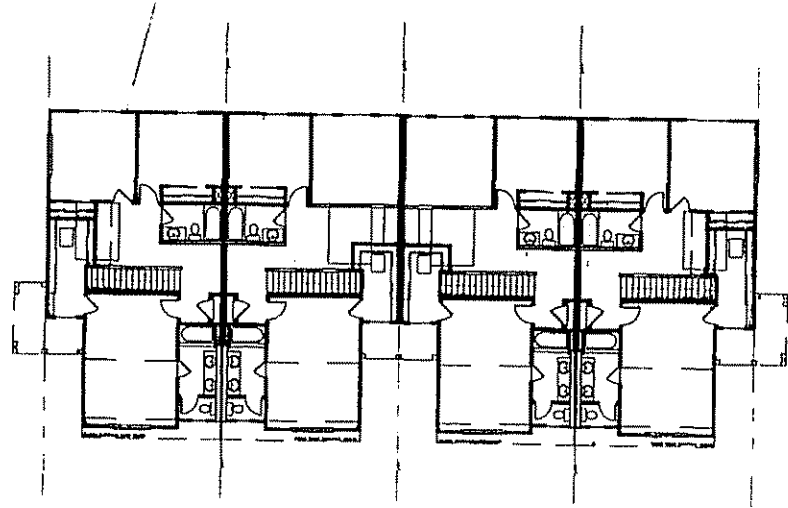
By: *William Akers* date 6-10-05
 William Akers
 Department of Communications

- SCALE: NTS
 ELEVATION = 904.90
 FLOOR = 905.00

200500037169
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
06-15-2005 at 02:38 pm.
PLAT 29.00



LOWER LEVEL



UPPER LEVEL

UNIT 2001
OAKMONT
4012 WESTON POINTE DRIVE

UNIT 2002
OAKMONT
4006 WESTON POINTE DRIVE

UNIT 2003
OAKMONT
4000 WESTON POINTE DRIVE

UNIT 2004
OAKMONT
3994 WESTON POINTE DRIVE

FLOOR PLANS - SCALE: NTS
FINISHED FLOOR ELEVATION = 904.90
AS-BUILT FINISHED FLOOR = 905.00

DULY ENTERED FOR RECORDED
Subject to final acceptance for transfer
22 day of July, 2005
Robin Mills Auditor of Hamilton County
Parcel # _____

200500045918
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
07-22-2005 At 02:24 pm.
AMEND DECL 24.00

AMENDMENT NUMBER FIVE

AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING NO. 17

This Amendment ("Amendment") is entered into this 30th day of June 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant")

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No 200400074129

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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 Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

372161

by deleting there from the real estate described in Exhibit D

5 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

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

7 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 30th day of June, 2005

PORTRAIT HOMES-WESTON POINTE, LLC.
An Illinois limited liability company

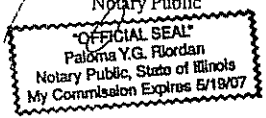
By: [Signature]
Printed: John J. Giampoli
Officer

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-Weston Pointe, 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 5th day of July, 2005
[Signature]
Notary Public

County of Residence: OK
My Commission Expires: 5-19-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
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

EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 17

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.818894%
0202	2.207789%
0203	2.207789%
0204	1.997137%
0205	1.997137%
0206	1.818894%
0301	2.768175%
0302	2.207789%
0303	2.207789%
0304	1.997137%
0305	1.997137%
0306	2.633142%
0401	2.633142%
0402	2.207789%
0403	2.207789%
0404	1.997137%
0405	1.997137%
0406	2.768175%
2101	2.207789%
2102	2.207789%
2103	2.207789%
2104	2.207789%
2105	1.997137%
2106	2.207789%
0501	2.768175%
0502	2.207789%
0503	2.207789%
0504	1.997137%
0505	1.997137%
0506	2.768175%
1901	1.818894%
1902	2.207789%
1903	2.207789%
1904	1.997137%

EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 17

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1905	1.997137%
1906	1.818894%
2001	2.207789%
2002	2.207789%
2003	2.207789%
2004	2.207789%
1701	1.818894%
1702	2.207789%
1703	2.207789%
1704	2.207789%
1705	2.207789%
1706	1.818894%
	100.000000%

EXHIBIT D
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

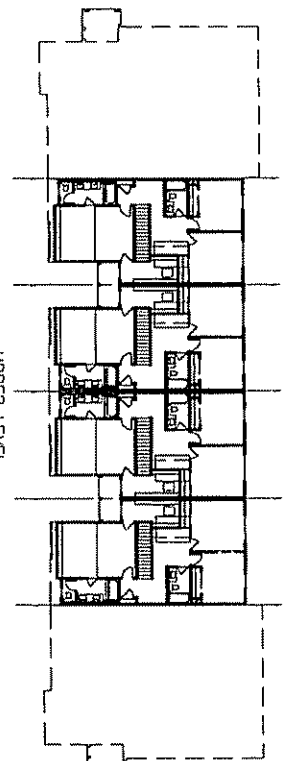
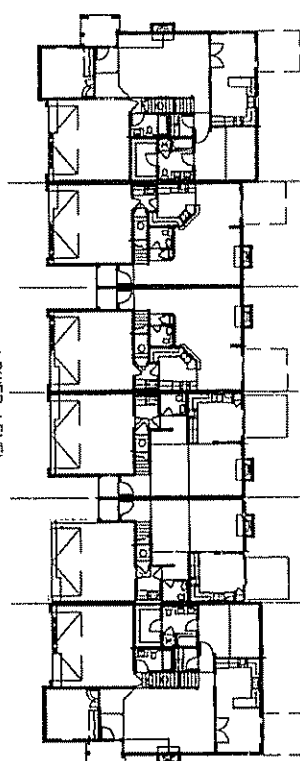
BUILDING SEVENTEEN

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of Block "G" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana, known as the POINT OF BEGINNING of this description; said also a point on a curve concave northeasterly, the radius point of said curve being North 00 degrees 03 minutes 34 seconds West 20.00 feet from said point; thence northwesterly along said curve 27.59 feet to the point of tangency of said curve, said point being South 78 degrees 59 minutes 09 seconds West 20.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave easterly, the radius point of said curve being North 78 degrees 59 minutes 09 seconds East 136.00 feet from said point; thence northerly along said curve 21.31 feet to the point of tangency of said curve, said point being South 87 degrees 57 minutes 43 seconds West 136.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave southeasterly, the radius point of said curve being North 87 degrees 57 minutes 43 seconds East 2.50 feet from said point; thence northeasterly along said curve 4.01 feet to the point of tangency of said curve, said point being North 00 degrees 03 minutes 34 seconds West 2.50 feet from the radius point of said curve; thence North 89 degrees 56 minutes 26 seconds East 17.42 feet; thence North 00 degrees 03 minutes 34 seconds West 49.98 feet; thence North 89 degrees 56 minutes 26 seconds East 192.51 feet; thence South 00 degrees 03 minutes 34 seconds East 89.91 feet; thence South 89 degrees 56 minutes 26 seconds West 190.39 feet to the place of beginning, containing 0.412 acres, more or less.

S:\37963S1\Legal\BLDG 17
March 17, 2005

THE PLANS BUILDING 7 PLAN THE TOWNES AT WESTON PONTE CONDOMINIUMS



PLANT ROOM - BUILDING 7000200

A part of the proposed Condominium of Building 7, located at 11400 114th Street, S.E., District 35, City of Tacoma, Washington, County of Pierce, was previously submitted as follows:

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

Application for a Subdivision of Land, dated 12/14/2010, filed for record in the County of Pierce, Washington, Book 20002, Page 10002.

UNIT 1701
4211 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1702
4212 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1703
4213 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1704
4214 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1705
4215 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1706
4216 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1707
4217 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1701

UNIT 1702
4212 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1703
4213 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1704
4214 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1705
4215 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1706
4216 ELDON FLOOR DRIVE
DAMASCUS

UNIT 1707
4217 ELDON FLOOR DRIVE
DAMASCUS

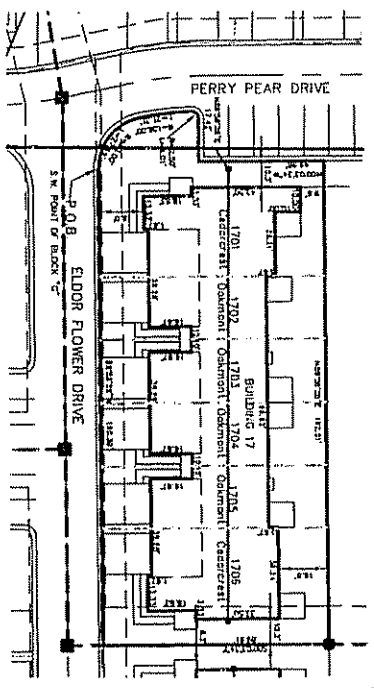
NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY PORTLAND HOMES, LLC, STREET 3000 AND PORTLAND HOMES, LLC, STREET 3000, PORTLAND, OREGON 97208. THE EXTERIOR FLOOR PLANS WERE PROVIDED BY PORTLAND HOMES, LLC, STREET 3000 AND PORTLAND HOMES, LLC, STREET 3000, PORTLAND, OREGON 97208.

DATE: 11/11/2010
BY: [Signature]

FLOOR PLANS - SCALE: NTS
FINISHED FLOOR ELEVATION = 906.80
AS-BUILT FINISHED FLOOR = 906.86

THE TOWNES AT WESTON PONTE
BUILDING 7
SHEET 17B

THE PLANB BUILDING 7 PLAN THE TOWNES AT WESTON PONTE CONDOMINIUMS



1ST FLOOR - SCALE 1/8"=1'-0"
FINISHED FLOOR ELEVATION = 906.80
AS-BUILT FINISHED FLOOR = 906.86

Room Name	Area (sq. ft.)	Area (sq. m.)
Building 7 (entire)	1,448	133.81
Common Area	131	12.16
Common Deck	232	21.59
Private Deck	11	1.02
Private Storage	35	3.24
Elevator Lobby	120	11.15
Unit 1701	517	47.87
Unit 1702	517	47.87
Unit 1703	517	47.87
Unit 1704	517	47.87
Unit 1705	517	47.87
Unit 1706	517	47.87

Submitted this _____ day of _____, 2005 by affidavit.

The undersigned, Person (Name-Address-Phone), being duly sworn, deposes and swears that the contents of the foregoing plan, drawings and specifications are true and correct to the best of his or her knowledge and belief, and that the same were prepared by the undersigned or under his or her direct supervision and control, and that he or she is the author of the same.

This construction shall be known as the Plan of Building 7 Condominium Units in Weston Ponte, Florida.

Witness my hand and seal of my office at the City of Weston Ponte, Florida, on this _____ day of _____, 2005.

 Mayor
 City of Weston Ponte, Florida

Notarizing Authority of State of Florida, Notary Public - State Board of
 Notary Public, Commission Expires _____, 2005. My Office is at _____, Weston Ponte, Florida.

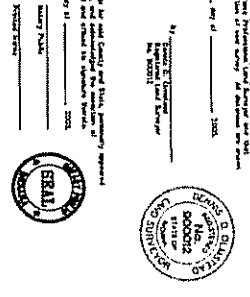
Witness my hand and seal of my office at the City of Weston Ponte, Florida, on this _____ day of _____, 2005.

 Notary Public

State of Florida)
 County of _____)
 I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original of the same, as shown by me to me, and that the same has been filed for record in the Public Records of this County, Florida.

Witness my hand and seal of my office at the City of Weston Ponte, Florida, on this _____ day of _____, 2005.

 County Clerk



For Submission to the
 Commission on the
 Code of Ordinances of the
 City of Weston Ponte,
 Florida.

Submitted this _____ day of _____, 2005, by _____, Secretary of the City of Weston Ponte, Florida.

 Secretary of the City of Weston Ponte, Florida



200500043917
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYBEN
07-27-2005 at 02:24 pm.
PLAT 29.00

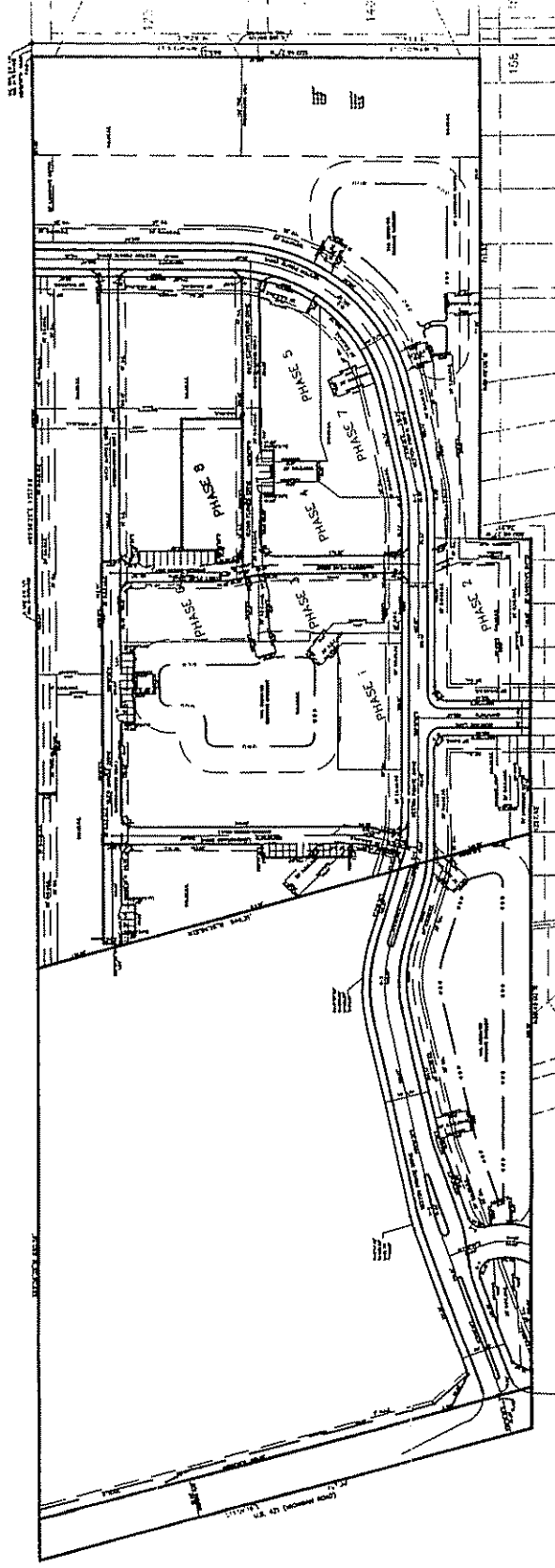
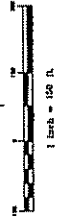
pc 3 Slide
673

THIS INSTRUMENT PREPARED BY
DENNIS D. OLMSTEAD
STOEPELWERTH & ASSOCIATES, INC.
9940 ALLISONVILLE ROAD
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

OWNER/DEVELOPER:
PORTRAIT HOMES, LLC
9333 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46260
PHONE: (317) 705-8971

SOURCE OF TITLE:
WARRANTY DEED INSTRUMENT 2001002122
DOCKET NUMBER: 0506010 HPL

EXHIBIT "A" THE TOWNES AT WESTON POINTE CONDOMINIUMS



DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
20 day of July, 2005
Robert M. Trillo Auditor of Hamilton County

CLERK OF RECORD
COUNTY CLERK
HAMILTON COUNTY, INDIANA

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
22 day of July, 2005
Robin McMillen Auditor of Hamilton County
Parcel # _____

25.00
8

BEST POSSIBLE IMAGE
ALL PAGES

200500045920
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
07-22-2005 At 02:24 pm.
AMEND DECL 25.00

AMENDMENT NUMBER SIX

AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING NO. 18

This Amendment ("Amendment") is entered into this 30th day of June 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

by deleting there from the real estate described in Exhibit D.

5 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.

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

7 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 30th day of June, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

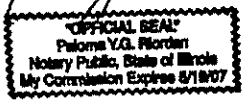
By: [Signature]
Printed: John J. Giampoli
Officer

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-Weston Pointe, 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 5 day of July, 2005.
[Signature]
Notary Public

County of Residence: Cook
My Commission Expires: 3-19-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, L.L.C
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

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 18**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.818894%
0202	2.207789%
0203	2.207789%
0204	1.997137%
0205	1.997137%
0208	1.818894%
0301	2.768175%
0302	2.207789%
0303	2.207789%
0304	1.997137%
0305	1.997137%
0306	2.633142%
0401	2.633142%
0402	2.207789%
0403	2.207789%
0404	1.997137%
0405	1.997137%
0406	2.768175%
2101	2.207789%
2102	2.207789%
2103	2.207789%
2104	2.207789%
2105	1.997137%
2106	2.207789%
0501	2.768175%
0502	2.207789%
0503	2.207789%
0504	1.997137%
0505	1.997137%
0506	2.768175%
1801	1.818894%
1902	2.207789%
1803	2.207789%
1804	1.997137%

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 18**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1905	1.997137%
1906	1.818894%
2001	2.207789%
2002	2.207789%
2003	2.207789%
2004	2.207789%
1701	1.818894%
1702	2.207789%
1703	2.207789%
1704	2.207789%
1705	2.207789%
1708	1.818894%
1801	1.818894%
1802	2.207789%
1803	2.207789%
1804	2.207789%
1805	2.207789%
1806	1.818894%
	100.000000%

EXHIBIT D
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING EIGHTEEN

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

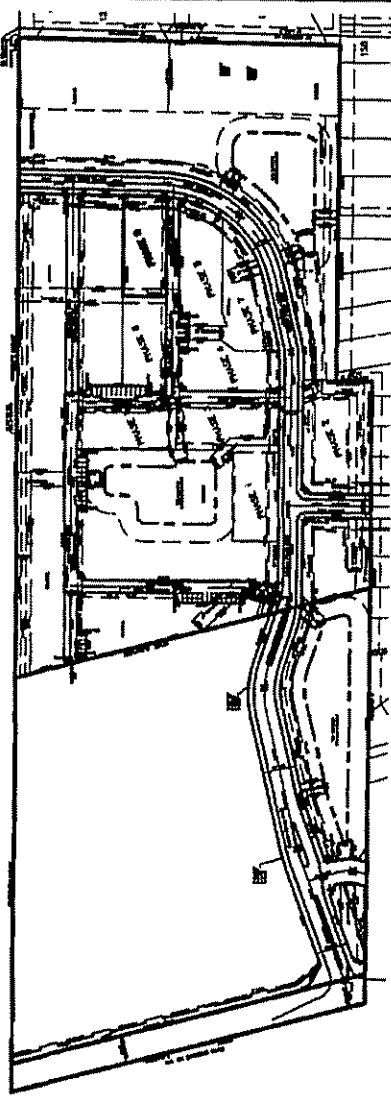
Commencing at the Southeast corner of Block "G" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet No. 3, Slide No. 489, in Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; thence South 89 degrees 56 minutes 26 seconds West parallel to the North line of said Quarter Section 201.65 feet; thence North 00 degrees 03 minutes 34 seconds West 89.91 feet; thence North 89 degrees 56 minutes 26 seconds East parallel to the North line of said Quarter Section 212.71 feet; thence South 00 degrees 48 minutes 27 seconds West parallel to the East line of said Quarter Section 75.96 feet to the point of curvature of a curve concave westerly, the radius point of said curve being North 89 degrees 11 minutes 33 seconds West 225.00 feet from said point; thence southerly along said curve 11.61 feet to the point of tangency of said curve, said point being South 86 degrees 14 minutes 11 seconds East 225.00 feet from the radius point of said curve to a point on a curve concave northerly, the radius point of said curve being North 28 degrees 12 minutes 25 seconds West 20.00 feet from said point; thence westerly along said curve 9.83 feet to the point of tangency of said curve, said point being South 00 degrees 03 minutes 34 seconds East 20.00 feet from the radius point of said curve to the place of beginning, containing 0.437 acres, more or less

S:\37963SI\Legal\BLDG 18
March 28, 2005

EXHIBIT 'A' THE TOWNES AT WESTON PONTE CONDOMINIUMS

THIS INSTRUMENT PROVIDED BY
DANIEL C. CLAYTON
1000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
FOR THE RECORD OF THE
COUNTY OF DENVER, COLORADO
RECORDING OFFICE
RECORDING NO. 2005-001000000
BOOK NO. 2005-001000000
PAGE NO. 1005-001000000

EXHIBIT 'A' IS A
REPRODUCTION OF THE
ORIGINAL INSTRUMENT
RECORDED IN THE
OFFICE OF THE
COUNTY CLERK OF
DENVER, COLORADO
ON 12/06/2005



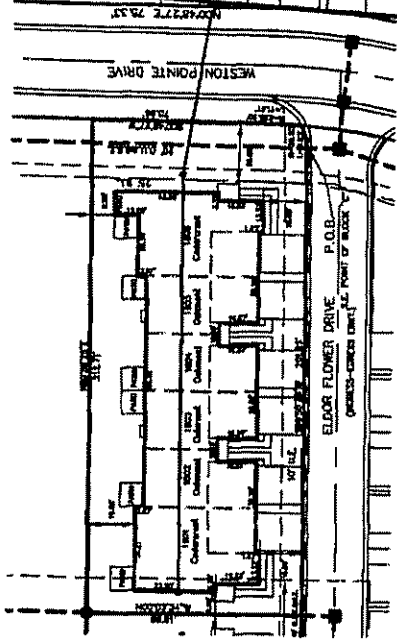
LEGEND

1. UNITS
2. COMMON AREAS
3. STAIRS
4. ELEVATORS
5. MECHANICAL ROOMS
6. STORAGE AREAS
7. ENTRYWAYS
8. BALCONIES
9. TERRACES
10. DRIVEWAYS
11. PARKING SPACES
12. LANDSCAPING
13. FENCES
14. SIGNAGE
15. UTILITIES
16. EXTERIOR LIGHTING
17. EXTERIOR PAINT
18. EXTERIOR MATERIALS
19. EXTERIOR FINISHES
20. EXTERIOR ACCESSORIES



THE TOWNES AT WESTON PONTE
CONDOMINIUMS
SHEET 18

**THE FLANG
BUILDING IS FLANG
THE TOWER AT WESTON PONTE
CONDOMINIUMS**



PLANS AND SPECIFICATIONS OF THE FLANG BUILDING IS FLANG THE TOWER AT WESTON PONTE CONDOMINIUMS. THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE ARCHITECT AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE PLANS AND SPECIFICATIONS. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THESE PLANS AND SPECIFICATIONS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THESE PLANS AND SPECIFICATIONS. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY OTHERS.

CONTRACT NO. 123456789
 PROJECT NO. 123456789
 SHEET NO. 123456789
 DATE: 12/06/2005
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



On September 15, 2004, the original plan for the construction of the Flang Building is Flang the Tower at Weston Ponte Condominiums was approved by the City of Weston, Florida. The City of Weston, Florida, is a second-class city under the provisions of the Florida Constitution. The City of Weston, Florida, is a second-class city under the provisions of the Florida Constitution. The City of Weston, Florida, is a second-class city under the provisions of the Florida Constitution.

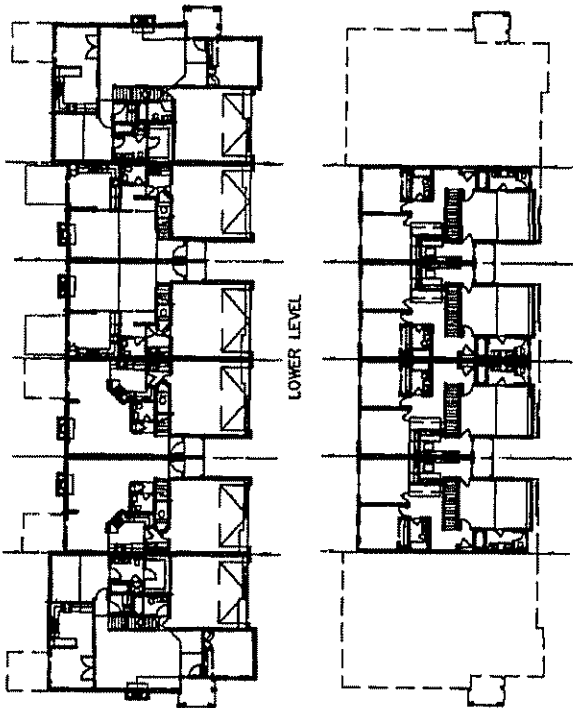
1ST FLOOR - FINISHED FLOOR
 FINISHED FLOOR ELEVATION = 806.80
 AS-BUILT FINISHED FLOOR = 806.85

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)
101	Office	1,200	12,000
102	Office	1,200	12,000
103	Office	1,200	12,000
104	Office	1,200	12,000
105	Office	1,200	12,000
106	Office	1,200	12,000
107	Office	1,200	12,000
108	Office	1,200	12,000
109	Office	1,200	12,000
110	Office	1,200	12,000
111	Office	1,200	12,000
112	Office	1,200	12,000
113	Office	1,200	12,000
114	Office	1,200	12,000
115	Office	1,200	12,000
116	Office	1,200	12,000
117	Office	1,200	12,000
118	Office	1,200	12,000
119	Office	1,200	12,000
120	Office	1,200	12,000



THE TOWER AT WESTON PONTE CONDOMINIUMS
 SHEET 18A

THE FLANS BUILDING B PLAN THE TOWNES AT WESTON FONTE CONDOMINIUMS



LOWER LEVEL

UPPER LEVEL

- UNIT 1001
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1002
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1003
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1004
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1005
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1006
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1007
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1008
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1009
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1010
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1011
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1012
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1013
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1014
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1015
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1016
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1017
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1018
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1019
CONCRETE
3RD FLOOR FINISH DRIVE
- UNIT 1020
CONCRETE
3RD FLOOR FINISH DRIVE

FLOOR PLANS - SCALE: NTS
 FINISHED FLOOR ELEVATION = 906.80
 AS-BUILT FINISHED FLOOR = 906.83

NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY PERKINS+WILL, LLC, 600 NORTH LAKE DRIVE, SUITE 300, DEERFIELD, ILLINOIS 60015, FOR REFERENCE ONLY. EXTERIOR FINISH ELEVATION BY STUDIOS+REYNOLDS & ASSOCIATES, INC. AND SHOWN ON SHEET T-10 FOR BUILDING 10.



NOTED: THE INTERIOR FLOOR PLANS WERE PROVIDED BY PERKINS+WILL, LLC, 600 NORTH LAKE DRIVE, SUITE 300, DEERFIELD, ILLINOIS 60015, FOR REFERENCE ONLY. EXTERIOR FINISH ELEVATION BY STUDIOS+REYNOLDS & ASSOCIATES, INC. AND SHOWN ON SHEET T-10 FOR BUILDING 10.

City of Weston, Florida
 Department of Communications

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
22nd day of September, 2005

24.00
4

200500062300
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
09-22-2005 At 10:07 am.
AMENDMENT 24.00

Robin McMillan Auditor of Hamilton County

Parcel # _____

AMENDMENT NUMBER SEVEN

**AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION**

BUILDING NO. 22

This Amendment ("Amendment") is entered into this 6th day of September 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

**BEST POSSIBLE IMAGE
ALL PAGES**

by deleting there from the real estate described in Exhibit D.

5. 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.

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

7. 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 September, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

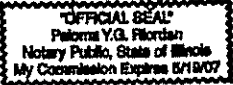
By: [Signature]
Printed: JOHN J. GIAMPOLI
Officer

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-Weston Pointe, 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 9th day of September, 2005.
[Signature]
Notary Public

County of Residence Cook
My Commission Expires: 5-11-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
9333 North Meridian, Suite 300
Indianapolis, IN 46260

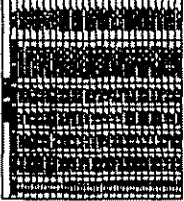
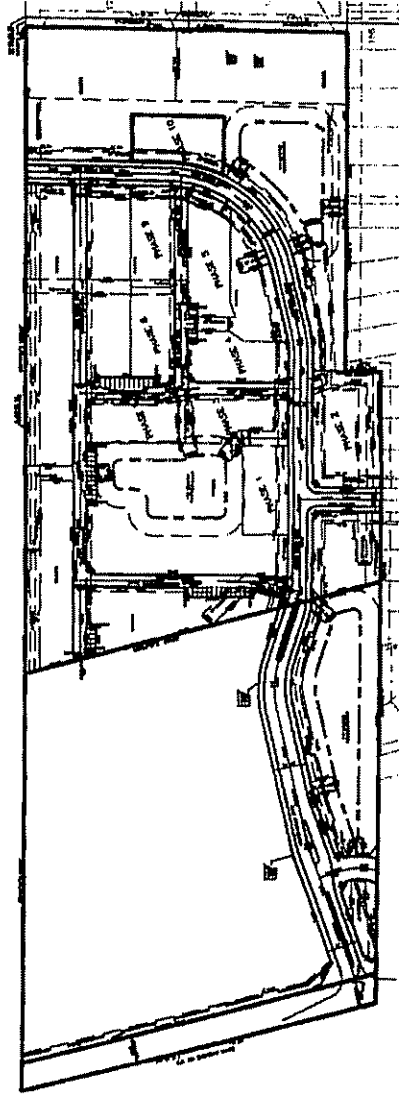
This Instrument prepared by: Greg A. Bouwer, Attorney LD. No. 16368-53,
Koransky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

EXHIBIT 'A' THE TOWNES AT WESTON PONTE CONDOMINIUMS

THIS INSTRUMENT PREPARED BY
 DWIGHT D. CURSTON
 ATTORNEY AT LAW
 1100 ALABAMA AVENUE
 FREDERICK, MARYLAND 21704
 PHONE: (410) 644-3583

OWNER/DEVELOPER
 THE TOWNES AT WESTON PONTE
 1111 WEST WINDMILL LANE, SUITE 300
 ROCKVILLE, MARYLAND 20850
 PHONE: (301) 759-4817

SOURCE OF FUND:
 COMMUNITY DEVELOPMENT REFINANCING PROGRAM
 COUNTY NUMBER: _____



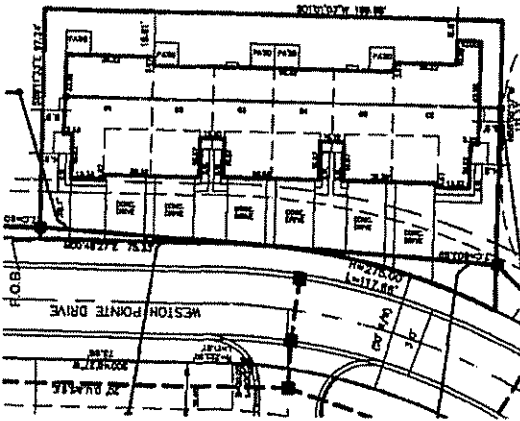
LEGEND

ADJACENT LOT: _____
 COMMON AREA: _____
 UNITS: _____
 UNIT NO. _____
 UNIT AREA _____

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ALL RIGHTS ARE RESERVED. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS PLAN. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS THE ARCHITECT FROM AND AGAINST ALL SUCH DAMAGES. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES. THE ARCHITECT'S OBLIGATION IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE WORK SHOWN ON THIS PLAN.

THE TOWNES AT WESTON PONTE
 PHASE III
 SHEET 22

**THE PLANS
BUILDING 22 PLAN
THE TOWERS AT WESTON PONTE
CONDOMINIUMS**



1ST FLOOR - SCALE: 1/8"=1'-0"
FINISHED FLOOR ELEVATION = 206.90
AS-BUILT FINISHED FLOOR = 207.10

PANELS 22

Panel No.	Area (sq. ft.)	Material
101	1,200	1/2" Gypsum Board
102	1,200	1/2" Gypsum Board
103	1,200	1/2" Gypsum Board
104	1,200	1/2" Gypsum Board
105	1,200	1/2" Gypsum Board
106	1,200	1/2" Gypsum Board
107	1,200	1/2" Gypsum Board
108	1,200	1/2" Gypsum Board
109	1,200	1/2" Gypsum Board
110	1,200	1/2" Gypsum Board
111	1,200	1/2" Gypsum Board
112	1,200	1/2" Gypsum Board
113	1,200	1/2" Gypsum Board
114	1,200	1/2" Gypsum Board
115	1,200	1/2" Gypsum Board
116	1,200	1/2" Gypsum Board
117	1,200	1/2" Gypsum Board
118	1,200	1/2" Gypsum Board
119	1,200	1/2" Gypsum Board
120	1,200	1/2" Gypsum Board

Construction of Building 22, as shown on the attached plans, is hereby approved by the Commission on the basis of the information submitted and the compliance with the applicable provisions of the Building Code of the City of Westchester County, New York. This approval is conditional upon the contractor's compliance with all applicable provisions of the Building Code of the City of Westchester County, New York, and the satisfaction of all other requirements of the Building Code of the City of Westchester County, New York, and the satisfaction of all other requirements of the Building Code of the City of Westchester County, New York.

By: Michael J. Vukobratovic, P.E., C.E.P.
 Director of the Department of Community Affairs

PLANS FOR THE BUILDING OF THE TOWERS AT WESTON PONTE CONDOMINIUMS, AS SHOWN ON THE ATTACHED PLANS, IS HEREBY APPROVED BY THE COMMISSION ON THE BASIS OF THE INFORMATION SUBMITTED AND THE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BUILDING CODE OF THE CITY OF WESTCHESTER COUNTY, NEW YORK. THIS APPROVAL IS CONDITIONAL UPON THE CONTRACTOR'S COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE BUILDING CODE OF THE CITY OF WESTCHESTER COUNTY, NEW YORK, AND THE SATISFACTION OF ALL OTHER REQUIREMENTS OF THE BUILDING CODE OF THE CITY OF WESTCHESTER COUNTY, NEW YORK.

Approved by the Commission on the basis of the information submitted and the compliance with the applicable provisions of the Building Code of the City of Westchester County, New York.



City of Westchester County, New York
 Building Code Enforcement Commission

Created by: _____
 Date: _____
 Title: _____
 Department: _____

City of Westchester County, New York
 Building Code Enforcement Commission

THE PLANS BUILDING 22 FLAN THE TOWNES AT WEBSTON POINTE CONDOMINIUMS

PROJECT NO. - 000885 12/07/05
 A set of the proposed plans for Building 22, located at 22 West 22nd Street, in the City of Columbus, Ohio, is shown on these plans. The plans are intended to be used for the construction of the building and for the determination of the location and extent of the building. The plans are subject to the approval of the City of Columbus, Ohio, and the State of Ohio. The plans are subject to the approval of the City of Columbus, Ohio, and the State of Ohio. The plans are subject to the approval of the City of Columbus, Ohio, and the State of Ohio.

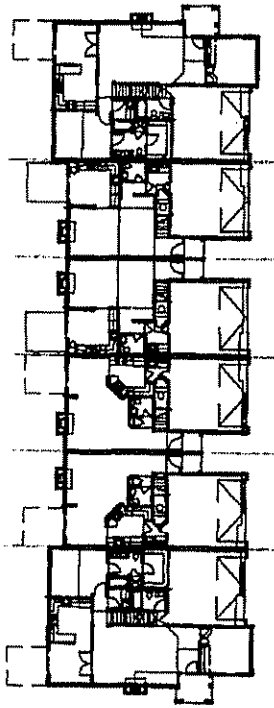
PROPERTY CONTRACT
 TO BE
 CONVEYED TO THE CITY OF COLUMBUS, OHIO
 AND THE STATE OF OHIO
 FOR THE PURPOSES OF THE CITY OF COLUMBUS, OHIO
 AND THE STATE OF OHIO
 FOR THE PURPOSES OF THE CITY OF COLUMBUS, OHIO
 AND THE STATE OF OHIO
 FOR THE PURPOSES OF THE CITY OF COLUMBUS, OHIO
 AND THE STATE OF OHIO



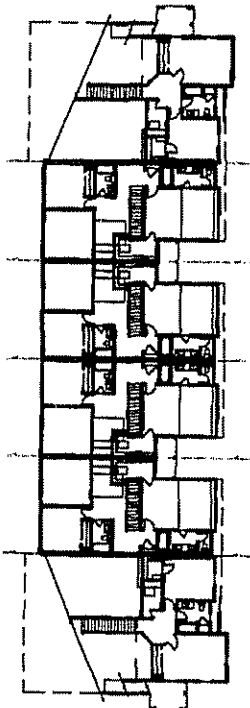
NOTES: SEE INTERIOR FLOOR PLANS FOR FINISHES AND MATERIALS.
 SEE ALL NOTES ON THESE PLANS AND ALL OTHER PLANS FOR FINISHES AND MATERIALS.
 SEE ALL NOTES ON THESE PLANS AND ALL OTHER PLANS FOR FINISHES AND MATERIALS.
 SEE ALL NOTES ON THESE PLANS AND ALL OTHER PLANS FOR FINISHES AND MATERIALS.

CONSTRUCTION BY: ROBERTSON & ASSOCIATES, INC.
 4405 BRUNNEN DRIVE, SUITE 200
 COLUMBUS, OHIO 43219-1100
 PHONE: (614) 291-3100
 FAX: (614) 291-3101
 WWW: WWW.ROBERTSON-CO.COM

City of Columbus, Ohio
 Department of Communications
 600 West Broad Street, 10th Floor
 Columbus, Ohio 43260-2676
 Phone: (614) 622-3700
 Fax: (614) 622-3701
 Email: (614) 622-3702



LOWER LEVEL



UPPER LEVEL

UNIT 201
 3481 WESTON POINTE DRIVE
 COLUMBUS, OHIO 43229
 UNIT 202
 3481 WESTON POINTE DRIVE
 COLUMBUS, OHIO 43229
 UNIT 203
 3481 WESTON POINTE DRIVE
 COLUMBUS, OHIO 43229
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 UNIT 209
 3481 WESTON POINTE DRIVE
 COLUMBUS, OHIO 43229
 UNIT 210
 3481 WESTON POINTE DRIVE
 COLUMBUS, OHIO 43229

FLOOR PLANS - SCALE: NTS
 FINISHED FLOOR ELEVATION = 906.90
 AS-BUILT FINISHED FLOOR = 907.10

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 22**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.456838%
0202	1.767109%
0203	1.767109%
0204	1.598504%
0205	1.598504%
0206	1.456838%
0301	2.215641%
0302	1.767109%
0303	1.767109%
0304	1.598504%
0305	1.598504%
0306	2.107561%
0401	2.107561%
0402	1.767109%
0403	1.767109%
0404	1.598504%
0405	1.598504%
0406	2.215641%
2101	1.767109%
2102	1.767109%
2103	1.767109%
2104	1.767109%
2105	1.598504%
2106	1.767109%
0501	2.215641%
0502	1.767109%
0503	1.767109%
0504	1.598504%
0505	1.598504%
0506	2.215641%
1901	1.456838%
1902	1.767109%
1903	1.767109%
1904	1.598504%
1905	1.598504%

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 22**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1906	1.455838%
2001	1.767109%
2002	1.767109%
2003	1.767109%
2004	1.767109%
1701	1.455838%
1702	1.767109%
1703	1.767109%
1704	1.767109%
1705	1.767109%
1706	1.455838%
1801	1.455838%
1802	1.767109%
1803	1.767109%
1804	1.767109%
1805	1.767109%
1806	1.455838%
2201	1.455838%
2202	1.767109%
2203	1.767109%
2204	1.767109%
2205	1.767109%
2206	1.455838%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING TWENTY-TWO

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "D" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet No. 3, Slide No. 489, in Hamilton County, Indiana; thence South 00 degrees 48 minutes 27 seconds West 217.66 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 11 minutes 33 seconds East 97.24 feet; thence South 01 degrees 01 minutes 03 seconds West 189.88 feet; thence North 88 degrees 58 minutes 57 seconds West 121.33 feet to a point on a curve concave westerly, the radius point of said curve being North 64 degrees 40 minutes 39 seconds West 275.00 feet from said point; thence northerly along said curve 117.66 feet to the point of tangency of said curve, said point being South 89 degrees 11 minutes 33 seconds East 275.00 feet from the radius point of said curve; thence North 00 degrees 48 minutes 27 seconds East 75.33 feet to the place of beginning, containing 0.443 acres, more or less.

S:\379635\Legal\BLDG.22
May 12, 2005

24.00
(8)

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
18 day of Nov, 2005
Robin Mills Auditor of Hamilton County
Parcel # _____

AMENDMENT NUMBER EIGHT

**AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION**

BUILDING NO. 15

This Amendment ("Amendment") is entered into this 7th day of November 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

200500075304
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
11-18-2005 At 10:52 am.
AMEND DECL 24.00

by deleting there from the real estate described in Exhibit D.

5. 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.

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

7. 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 November, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
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-Weston Pointe, 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 8th day of November, 2005.
[Signature]
Notary Public

County of Residence: [Signature]
My Commission Expires: 5-19-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
9333 North Meridian, Suite 300
Indianapolis, IN 46260

This Instrument prepared by: Greg A. Bouwer, Attorney LD. No. 16368-53,
Kornsky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

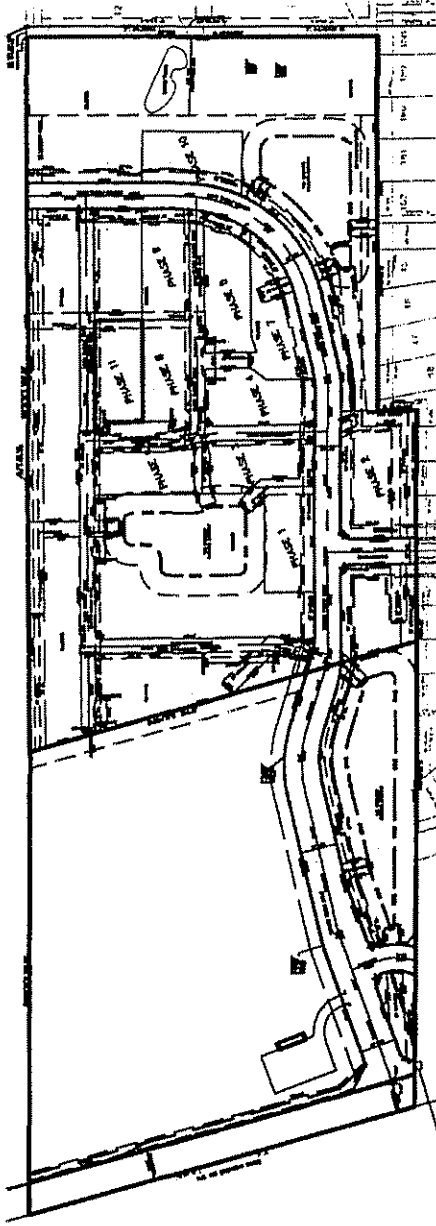
THIS INSTRUMENT PREPARED BY
 DONALD L. CLUSTEAD
 DONALD L. CLUSTEAD ARCHITECTS, INC.
 3840 ALDENVALE ROAD
 FORT WORTH, TEXAS 76116
 PHONE (817) 596-5825

DEVELOPED BY
 WESTON POINT CONDOMINIUMS, L.L.C.
 4545 WEST WINDYBROOK STREET, SUITE 200
 MANASSAS, VIRGINIA 20108
 CONTACT: TARA HARRINGTON

NAME OF TRAC
 WARRANTY DEED INSTRUMENT 2003002128
 COUNTY NUMBER 011000 114

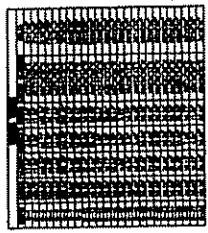
EXHIBIT 'A'

THE TOWNES AT WESTON POINTE CONDOMINIUMS



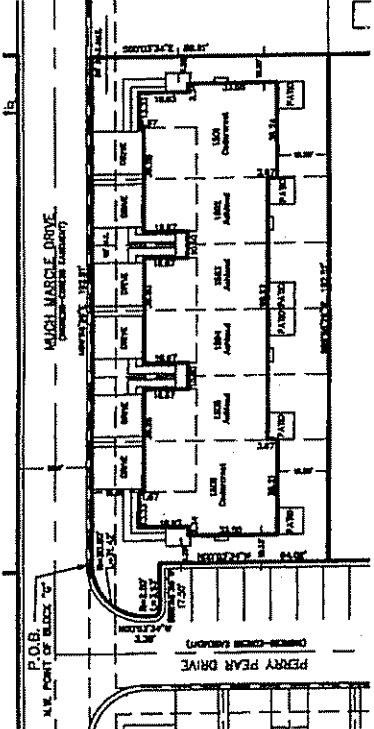
LEGEND

- 1. UNITS
- 2. COMMON AREAS
- 3. DRIVEWAYS
- 4. DRIVEWAYS
- 5. DRIVEWAYS
- 6. DRIVEWAYS
- 7. DRIVEWAYS
- 8. DRIVEWAYS
- 9. DRIVEWAYS
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- 93. DRIVEWAYS
- 94. DRIVEWAYS
- 95. DRIVEWAYS
- 96. DRIVEWAYS
- 97. DRIVEWAYS
- 98. DRIVEWAYS
- 99. DRIVEWAYS
- 100. DRIVEWAYS



THE PLANS BUILDING 15 PLAN THE TOWNES @ WESTON PONTE CONDOMINIUMS

PLANS 150001 - BUILDING 15
 A part of the Subdivided Parcel of Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



1ST FLOOR - SCALE 1/8"=1'-0"
 FINISHED FLOOR ELEVATION = 807.00
 AS-BUILT FINISHED FLOOR = 806.80

Room	Area (sq. ft.)	Area (sq. m.)
Building 15 (Total)	1,234	113.9
Living Room	345	31.9
Kitchen	180	16.7
Bedroom	210	19.4
Bathroom	90	8.3
Hallway	60	5.6
Staircase	40	3.7
Other	119	11.0



STATE OF INDIANA
 No. 30072
 1998

Professional Engineer
 State of Indiana
 No. 30072
 1998

City of _____, State of _____
 I, _____, Engineer, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the architect.

City of _____, State of _____
 I, _____, Clerk of Court, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the architect.

City of _____, State of _____
 I, _____, Recorder, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the architect.

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THE TOWNES @ WESTON PONTE
 BUILDING 15
 SHEET 15A



STATE OF INDIANA
 No. 30072
 1998

Professional Engineer
 State of Indiana
 No. 30072
 1998

City of _____, State of _____
 I, _____, Engineer, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the architect.

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City of _____, State of _____
 I, _____, Recorder, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the architect.

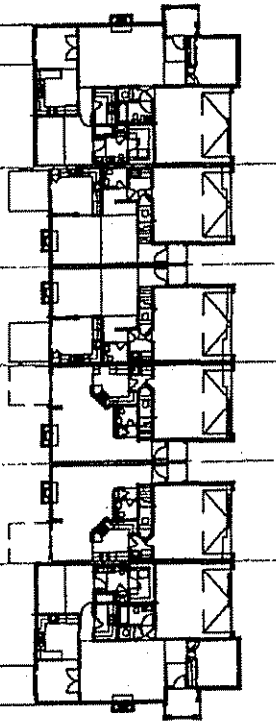
City of _____, State of _____
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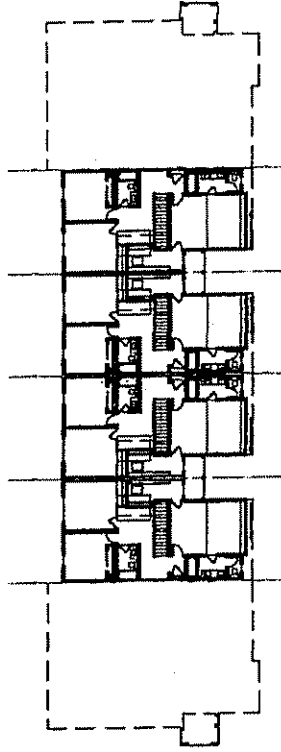
City of _____, State of _____
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City of _____, State of _____
 I, _____, Recorder, do hereby certify that the above is a true and correct copy of the original plans as shown to me by the architect.

THE PLANS BUILDING 15 PLAN THE TOWNES AT WESTON PONTE CONDOMINIUMS



LOWER LEVEL



UPPER LEVEL

UNIT 1501
COMMON AREA
6071 MARCE MARBLE DRIVE

UNIT 1502
COMMON AREA
6073 MARCE MARBLE DRIVE

UNIT 1503
COMMON AREA
6075 MARCE MARBLE DRIVE

UNIT 1504
COMMON AREA
6077 MARCE MARBLE DRIVE

UNIT 1505
COMMON AREA
6079 MARCE MARBLE DRIVE

UNIT 1506
COMMON AREA
6081 MARCE MARBLE DRIVE

UNIT 1507
COMMON AREA
6083 MARCE MARBLE DRIVE

UNIT 1508
COMMON AREA
6085 MARCE MARBLE DRIVE

UNIT 1509
COMMON AREA
6087 MARCE MARBLE DRIVE

UNIT 1510
COMMON AREA
6089 MARCE MARBLE DRIVE

UNIT 1511
COMMON AREA
6091 MARCE MARBLE DRIVE

UNIT 1512
COMMON AREA
6093 MARCE MARBLE DRIVE

UNIT 1513
COMMON AREA
6095 MARCE MARBLE DRIVE

UNIT 1514
COMMON AREA
6097 MARCE MARBLE DRIVE

UNIT 1515
COMMON AREA
6099 MARCE MARBLE DRIVE

UNIT 1516
COMMON AREA
6101 MARCE MARBLE DRIVE

UNIT 1517
COMMON AREA
6103 MARCE MARBLE DRIVE

UNIT 1518
COMMON AREA
6105 MARCE MARBLE DRIVE

UNIT 1519
COMMON AREA
6107 MARCE MARBLE DRIVE

UNIT 1520
COMMON AREA
6109 MARCE MARBLE DRIVE

UNIT 1521
COMMON AREA
6111 MARCE MARBLE DRIVE

UNIT 1522
COMMON AREA
6113 MARCE MARBLE DRIVE

UNIT 1523
COMMON AREA
6115 MARCE MARBLE DRIVE

UNIT 1524
COMMON AREA
6117 MARCE MARBLE DRIVE

UNIT 1525
COMMON AREA
6119 MARCE MARBLE DRIVE

UNIT 1526
COMMON AREA
6121 MARCE MARBLE DRIVE

UNIT 1527
COMMON AREA
6123 MARCE MARBLE DRIVE

UNIT 1528
COMMON AREA
6125 MARCE MARBLE DRIVE

UNIT 1529
COMMON AREA
6127 MARCE MARBLE DRIVE

UNIT 1530
COMMON AREA
6129 MARCE MARBLE DRIVE

UNIT 1531
COMMON AREA
6131 MARCE MARBLE DRIVE

UNIT 1532
COMMON AREA
6133 MARCE MARBLE DRIVE

UNIT 1533
COMMON AREA
6135 MARCE MARBLE DRIVE

UNIT 1534
COMMON AREA
6137 MARCE MARBLE DRIVE

UNIT 1535
COMMON AREA
6139 MARCE MARBLE DRIVE

UNIT 1536
COMMON AREA
6141 MARCE MARBLE DRIVE

UNIT 1537
COMMON AREA
6143 MARCE MARBLE DRIVE

UNIT 1538
COMMON AREA
6145 MARCE MARBLE DRIVE

UNIT 1539
COMMON AREA
6147 MARCE MARBLE DRIVE

UNIT 1540
COMMON AREA
6149 MARCE MARBLE DRIVE

UNIT 1541
COMMON AREA
6151 MARCE MARBLE DRIVE

UNIT 1542
COMMON AREA
6153 MARCE MARBLE DRIVE

UNIT 1543
COMMON AREA
6155 MARCE MARBLE DRIVE

UNIT 1544
COMMON AREA
6157 MARCE MARBLE DRIVE

UNIT 1545
COMMON AREA
6159 MARCE MARBLE DRIVE

UNIT 1546
COMMON AREA
6161 MARCE MARBLE DRIVE

UNIT 1547
COMMON AREA
6163 MARCE MARBLE DRIVE

UNIT 1548
COMMON AREA
6165 MARCE MARBLE DRIVE

UNIT 1549
COMMON AREA
6167 MARCE MARBLE DRIVE

UNIT 1550
COMMON AREA
6169 MARCE MARBLE DRIVE

UNIT 1551
COMMON AREA
6171 MARCE MARBLE DRIVE

UNIT 1552
COMMON AREA
6173 MARCE MARBLE DRIVE

UNIT 1553
COMMON AREA
6175 MARCE MARBLE DRIVE

UNIT 1554
COMMON AREA
6177 MARCE MARBLE DRIVE

UNIT 1555
COMMON AREA
6179 MARCE MARBLE DRIVE

UNIT 1556
COMMON AREA
6181 MARCE MARBLE DRIVE

UNIT 1557
COMMON AREA
6183 MARCE MARBLE DRIVE

UNIT 1558
COMMON AREA
6185 MARCE MARBLE DRIVE

UNIT 1559
COMMON AREA
6187 MARCE MARBLE DRIVE

UNIT 1560
COMMON AREA
6189 MARCE MARBLE DRIVE

UNIT 1561
COMMON AREA
6191 MARCE MARBLE DRIVE

UNIT 1562
COMMON AREA
6193 MARCE MARBLE DRIVE

UNIT 1563
COMMON AREA
6195 MARCE MARBLE DRIVE

UNIT 1564
COMMON AREA
6197 MARCE MARBLE DRIVE

UNIT 1565
COMMON AREA
6199 MARCE MARBLE DRIVE

UNIT 1566
COMMON AREA
6201 MARCE MARBLE DRIVE

UNIT 1567
COMMON AREA
6203 MARCE MARBLE DRIVE

UNIT 1568
COMMON AREA
6205 MARCE MARBLE DRIVE

UNIT 1569
COMMON AREA
6207 MARCE MARBLE DRIVE

UNIT 1570
COMMON AREA
6209 MARCE MARBLE DRIVE

UNIT 1571
COMMON AREA
6211 MARCE MARBLE DRIVE

UNIT 1572
COMMON AREA
6213 MARCE MARBLE DRIVE

UNIT 1573
COMMON AREA
6215 MARCE MARBLE DRIVE

UNIT 1574
COMMON AREA
6217 MARCE MARBLE DRIVE

UNIT 1575
COMMON AREA
6219 MARCE MARBLE DRIVE

UNIT 1576
COMMON AREA
6221 MARCE MARBLE DRIVE

UNIT 1577
COMMON AREA
6223 MARCE MARBLE DRIVE

UNIT 1578
COMMON AREA
6225 MARCE MARBLE DRIVE

UNIT 1579
COMMON AREA
6227 MARCE MARBLE DRIVE

UNIT 1580
COMMON AREA
6229 MARCE MARBLE DRIVE

UNIT 1581
COMMON AREA
6231 MARCE MARBLE DRIVE

UNIT 1582
COMMON AREA
6233 MARCE MARBLE DRIVE

UNIT 1583
COMMON AREA
6235 MARCE MARBLE DRIVE

UNIT 1584
COMMON AREA
6237 MARCE MARBLE DRIVE

UNIT 1585
COMMON AREA
6239 MARCE MARBLE DRIVE

UNIT 1586
COMMON AREA
6241 MARCE MARBLE DRIVE

UNIT 1587
COMMON AREA
6243 MARCE MARBLE DRIVE

UNIT 1588
COMMON AREA
6245 MARCE MARBLE DRIVE

UNIT 1589
COMMON AREA
6247 MARCE MARBLE DRIVE

UNIT 1590
COMMON AREA
6249 MARCE MARBLE DRIVE

UNIT 1591
COMMON AREA
6251 MARCE MARBLE DRIVE

UNIT 1592
COMMON AREA
6253 MARCE MARBLE DRIVE

UNIT 1593
COMMON AREA
6255 MARCE MARBLE DRIVE

UNIT 1594
COMMON AREA
6257 MARCE MARBLE DRIVE

UNIT 1595
COMMON AREA
6259 MARCE MARBLE DRIVE

UNIT 1596
COMMON AREA
6261 MARCE MARBLE DRIVE

UNIT 1597
COMMON AREA
6263 MARCE MARBLE DRIVE

UNIT 1598
COMMON AREA
6265 MARCE MARBLE DRIVE

UNIT 1599
COMMON AREA
6267 MARCE MARBLE DRIVE

UNIT 1600
COMMON AREA
6269 MARCE MARBLE DRIVE

FLOOR PLANS - SCALE: HTS

FINISHED FLOOR ELEVATION = 907.00
AS-BUILT FINISHED FLOOR = 906.80

PLANS BY: WESTON PONTÉ ARCHITECTS

Unit 1501, Unit 1502, Unit 1503, Unit 1504, Unit 1505, Unit 1506, Unit 1507, Unit 1508, Unit 1509, Unit 1510, Unit 1511, Unit 1512, Unit 1513, Unit 1514, Unit 1515, Unit 1516, Unit 1517, Unit 1518, Unit 1519, Unit 1520, Unit 1521, Unit 1522, Unit 1523, Unit 1524, Unit 1525, Unit 1526, Unit 1527, Unit 1528, Unit 1529, Unit 1530, Unit 1531, Unit 1532, Unit 1533, Unit 1534, Unit 1535, Unit 1536, Unit 1537, Unit 1538, Unit 1539, Unit 1540, Unit 1541, Unit 1542, Unit 1543, Unit 1544, Unit 1545, Unit 1546, Unit 1547, Unit 1548, Unit 1549, Unit 1550, Unit 1551, Unit 1552, Unit 1553, Unit 1554, Unit 1555, Unit 1556, Unit 1557, Unit 1558, Unit 1559, Unit 1560, Unit 1561, Unit 1562, Unit 1563, Unit 1564, Unit 1565, Unit 1566, Unit 1567, Unit 1568, Unit 1569, Unit 1570, Unit 1571, Unit 1572, Unit 1573, Unit 1574, Unit 1575, Unit 1576, Unit 1577, Unit 1578, Unit 1579, Unit 1580, Unit 1581, Unit 1582, Unit 1583, Unit 1584, Unit 1585, Unit 1586, Unit 1587, Unit 1588, Unit 1589, Unit 1590, Unit 1591, Unit 1592, Unit 1593, Unit 1594, Unit 1595, Unit 1596, Unit 1597, Unit 1598, Unit 1599, Unit 1600.

WESTON PONTÉ ARCHITECTS

Weston Ponté Architects
1001 North Main Street
Baltimore, MD 21202

This is to certify that the above described project was prepared by Weston Ponté Architects, Inc. as the Architect of Record for the project. The project is located at 1001 North Main Street, Baltimore, MD 21202.

DATE: 12/15/2011



NOTES: THE FINISHED FLOOR PLANS WERE PROVIDED BY WESTON PONTÉ ARCHITECTS, INC. 1001 NORTH MAIN STREET, BALTIMORE, MD 21202. FOR REFERENCE ONLY.

DESIGNED AND DRAWN BY WESTON PONTÉ ARCHITECTS, INC. 1001 NORTH MAIN STREET, BALTIMORE, MD 21202.

Weston Ponté Architects, Inc. is a member of the City of Baltimore, Maryland, and the State of Maryland. The City of Baltimore, Maryland, and the State of Maryland are the jurisdictions in which the project is located. The project is located at 1001 North Main Street, Baltimore, MD 21202.

Weston Ponté Architects
Department of Communications

THE TOWNES AT WESTON PONTE
BUILDING 15

SHEET 15B

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 15**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.331896%
0202	1.616667%
0203	1.616667%
0204	1.462416%
0205	1.462416%
0206	1.331896%
0301	2.027014%
0302	1.616667%
0303	1.616667%
0304	1.462416%
0305	1.462416%
0306	1.928135%
0401	1.928135%
0402	1.616667%
0403	1.616667%
0404	1.462416%
0405	1.462416%
0406	2.027014%
2101	1.616667%
2102	1.616667%
2103	1.616667%
2104	1.616667%
2105	1.462416%
2106	1.616667%
0501	2.027014%
0502	1.616667%
0503	1.616667%
0504	1.462416%
0505	1.462416%
0506	2.027014%
1901	1.331896%
1902	1.616667%
1903	1.616667%
1904	1.462416%
1905	1.462416%

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 15**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1906	1.331896%
2001	1.616667%
2002	1.616667%
2003	1.616667%
2004	1.616667%
1701	1.331896%
1702	1.616667%
1703	1.616667%
1704	1.616667%
1705	1.616667%
1706	1.331896%
1801	1.331896%
1802	1.616667%
1803	1.616667%
1804	1.616667%
1805	1.616667%
1806	1.331896%
2201	1.331896%
2202	1.616667%
2203	1.616667%
2204	1.616667%
2205	1.616667%
2206	1.331896%
1501	1.331896%
1502	1.462416%
1503	1.462416%
1504	1.462416%
1505	1.462416%
1506	1.331896%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING FIFTEEN

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "G" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana, known as the POINT OF BEGINNING of this description; thence North 89 degrees 56 minutes 26 seconds East 192.51 feet; thence South 00 degrees 03 minutes 34 seconds East 89.91 feet; thence South 89 degrees 56 minutes 26 seconds West 192.51 feet; thence North 00 degrees 03 minutes 34 seconds West 64.02 feet; thence South 89 degrees 56 minutes 26 seconds West 17.50 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 00 degrees 03 minutes 34 seconds West 2.50 feet from said point; thence northwesterly along said curve 3.93 feet to the point of tangency of said curve, said point being South 89 degrees 56 minutes 26 seconds West 2.50 feet from the radius point of said curve; thence North 00 degrees 03 minutes 34 seconds West 3.39 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 89 degrees 56 minutes 26 seconds East 20.00 feet from said point; thence northeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 00 degrees 03 minutes 34 seconds West 20.00 feet from the radius point of said curve to the place of beginning, containing 0.407 acres, more or less.

S:\37963S1\Legal\BLDG.15
June 30, 2005

PL 3 side 1765

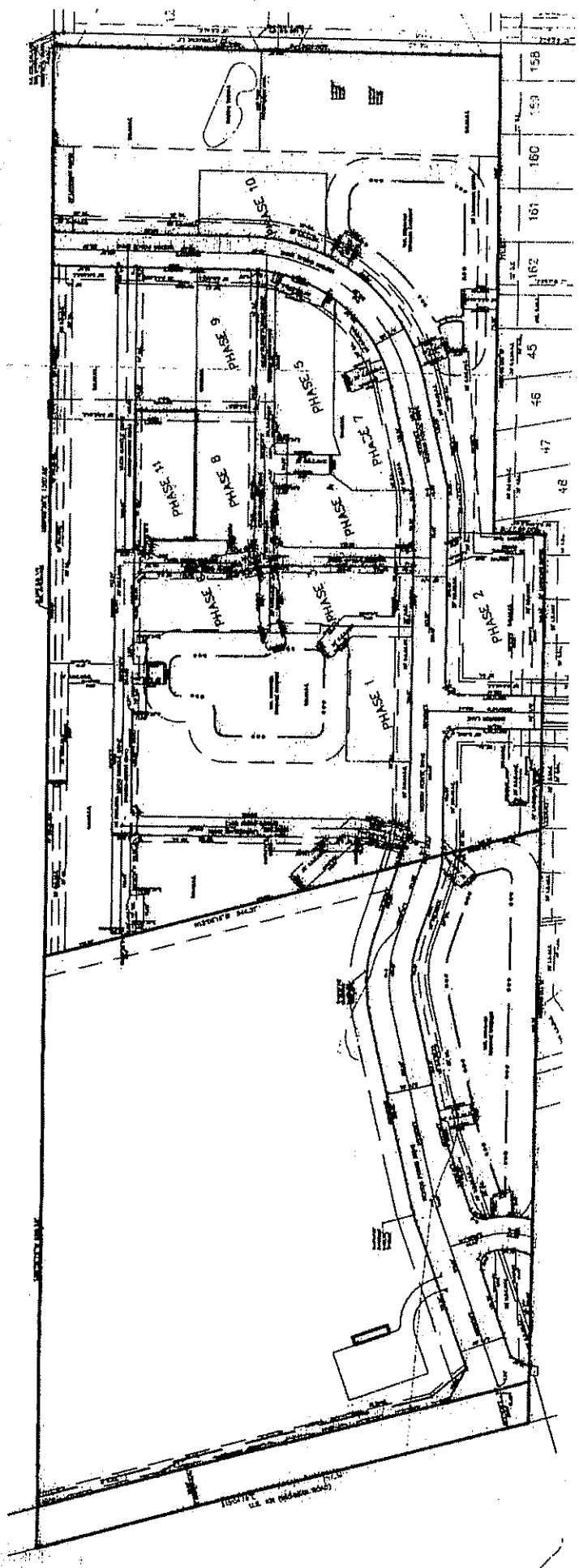
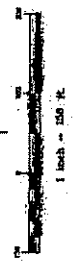
THIS INSTRUMENT PREPARED BY
DENNIS D. CLARKE
SIEPELWERTH & ASSOCIATES, INC.
8949 ALLISONVILLE ROAD
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

DEVELOPED BY:
PENGUIN HOMES, LLC
5055 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46260
PHONE: (317) 705-8971
CONTACT: LORI WARGASON

SOURCE OF TITLE:
WARRANTY DEED INSTRUMENT 20030094228
SHEET NUMBER 65110010 HPK

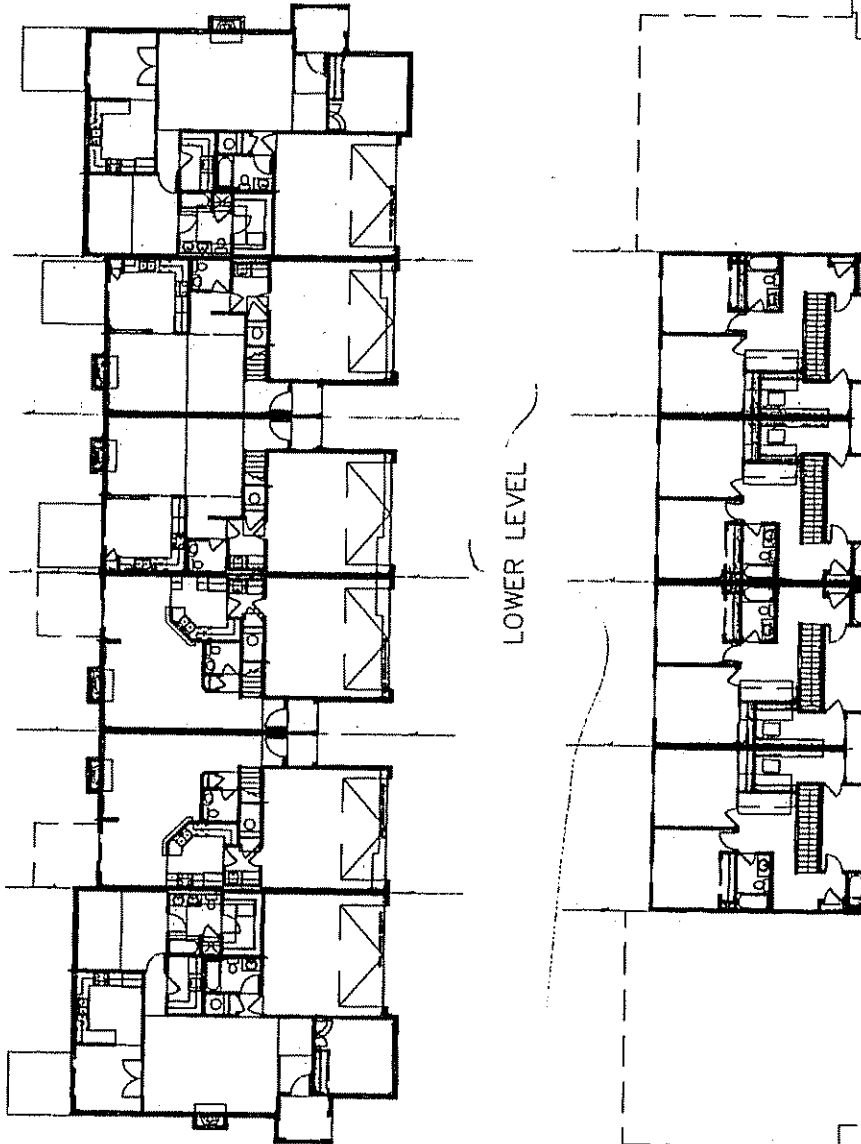
200500075305
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
11-18-2005 At 10:52 am.
PLAT 25.00

EXHIBIT "A" THE TOWNES AT WESTON POINTE CONDOMINIUMS



PCS Side M65

THE PLANS BUILDING 15 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS



LOWER LEVEL

PHASE ELEVEN - BUILDING FIFTEEN

A part of the Southwest Quarter of Section 5, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "C" of the recorded plot of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Side 489, Hamilton County, Indiana, to-wit: the POINT OF BEGINNING of this description; thence North 89 degrees 55 minutes 00 seconds East 197.34 feet to the point of tangency of a curve concave west 26.00 degrees 03 minutes 34 seconds West 84.02 feet, thence South 89 degrees 56 minutes 28 seconds West 17.50 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being North 00 degrees 03 minutes 34 seconds West 2.50 feet from said point; thence along said curve 3.93 feet to the point of tangency of a curve concave northwesterly, the radius point of said curve being North 00 degrees 03 minutes 34 seconds West 2.50 feet from said point; thence along said curve 20.00 feet to the point of tangency of a curve concave southeasterly, the radius point of said curve being North 89 degrees 56 minutes 28 seconds East 20.00 feet from said point; thence northeasterly along said curve 31.42 feet to the point of tangency of said curve, said curve being North 00 degrees 03 minutes 34 seconds West 20.00 feet from the radius point of said curve to the place of beginning, containing 0.407 acres, more or less.


S. J. WATSON, Surveyor
June 20, 2005

SURVEYOR'S CERTIFICATE

State of Indiana)
) SS:
County of Hamilton)

This is to certify that the above described property was surveyed by Elizabeth B. Associates, Inc., under the direction of an Indiana Professional Land Surveyor and that the plot hereon shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given under my hand and seal on this 9th day of November, 2005.

By 
Dennis D. Glanstead
Professional Land Surveyor
No. 800012



200500075305
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
11-18-2005 AT 10:52 am.
28.00

point being North 60 degrees 03 minutes 34 seconds West 20.06 feet from the radius point of said curve to the place of beginning, containing 0.07 acres, more or less.

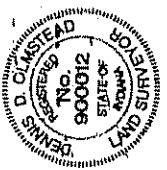
SURVEYOR'S CERTIFICATE

State of Indiana)
) SS:
 County of Hamilton)

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

Given under my hand and seal on this 9th day of November, 2005.

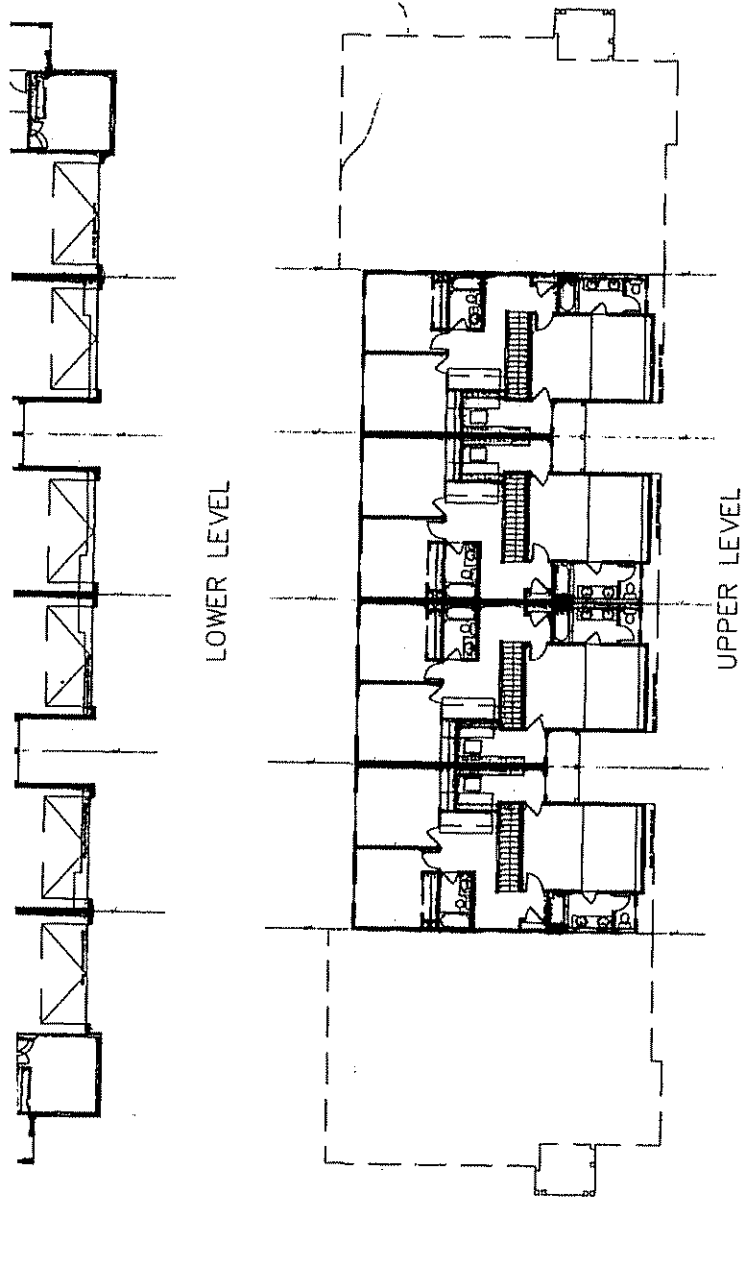
By: *[Signature]*
 Dennis D. Olmstead
 Registered Land Surveyor
 No. 900012



200500075305
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J HAYDEN
 11-18-2005 At 10:52 am.
 PLAT 28.00

NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
 PORTRAIT HOMES, LLC
 9333 NORTH MERIDIAN STREET, SUITE 300
 INDIANAPOLIS, INDIANA 46250. FOR REFERENCE ONLY

OUTSIDE ASBUILT DIMENSION BY STOEPPELMEWERTH & ASSOCIATES, INC.
 ARE SHOWN ON SHEET 15A FOR BUILDING 15.



- UNIT 1501 CEDARCREST 4011 MUCH MARCLE DRIVE
- UNIT 1502 ASHLAND 4015 MUCH MARCLE DRIVE
- UNIT 1503 ASHLAND 4019 MUCH MARCLE DRIVE
- UNIT 1504 ASHLAND 4023 MUCH MARCLE DRIVE
- UNIT 1505 ASHLAND 4027 MUCH MARCLE DRIVE
- UNIT 1506 CEDARCREST 4031 MUCH MARCLE DRIVE

FLOOR PLANS - SCALE: NTS

FINISHED FLOOR ELEVATION = 907.00
 AS-BUILT FINISHED FLOOR = 906.80

Certification of Addressing:
 I hereby certify on behalf of the City of Carmel, Indiana, that the street names set forth herein are consistent with those approved by the Carmel Plan Commission, District No. 040100035P; and that the address set forth herein are consistent with those assigned by this Department. Plan Approved:

By: *[Signature]* 11-14-05 date
 William Akers
 Department of Communications

**THE TOWNES • WESTON POINTE
 BUILDING 15**

THE PLANS BUILDING 15 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS

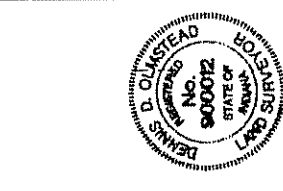
pls slide 745

PHASE ELEVEN - BUILDING FIFTEEN

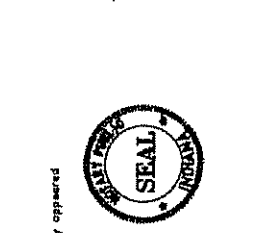
A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "C" of the recorded plat of Weston Points, recorded as Instrument No. 2004-00087374, Plat Cabinet 2, S4S 489, Hamilton County, Indiana, known as the POINT OF BEGINNING of this description; thence North 89 degrees 56 minutes 28 seconds East 192.51 feet; thence South 00 degrees 03 minutes 34 seconds East 89.91 feet; thence South 89 degrees 56 minutes 28 seconds East 192.51 feet; thence West 17.50 feet; thence West 03 minutes 24 seconds West 84.02 feet; thence South 00 degrees 03 minutes 34 seconds East 89.91 feet; thence West 17.50 feet; thence North 00 degrees 03 minutes 34 seconds West 2.50 feet from said point; thence northwesterly along said curve 193 feet to the point of tangency of said curve, said point being South 89 degrees 56 minutes 28 seconds West 2.50 feet from the radius point of said curve; thence North 00 degrees 03 minutes 34 seconds West 3.39 feet to the point of curvature of a curve concave southerly, the radius point of said curve being North 89 degrees 56 minutes 28 seconds East 20.00 feet from said point; thence northwesterly along said curve 193 feet to the point of tangency of said curve to the place of beginning, containing 0.407 acres, more or less.

S.A.P.P. # 2004-00087374
June 30, 2005



By Dennis D. Clarkstead
Registered Land Surveyor
No. 900012



Given under my hand and seal on this 9th day of November, 2005.

Julie A. Gibson
Notary Public
Printed Name: Julie A. Gibson

SURVEYOR'S CERTIFICATE

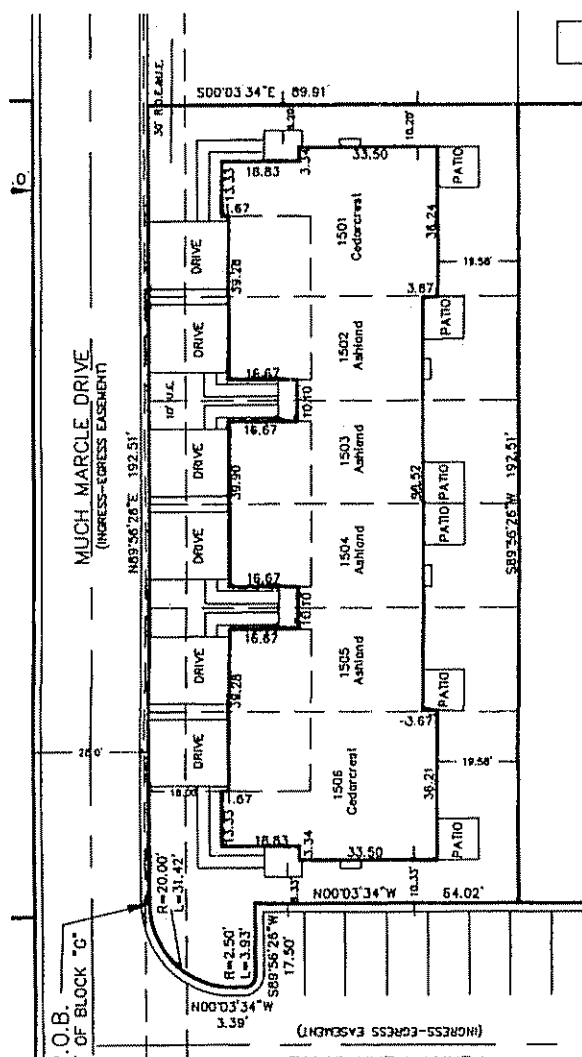
State of Indiana)
County of Hamilton)
SS:)
This is to certify that the above described property was surveyed by Stappeler & Associates, Inc., under the direction of Dennis D. Clarkstead, Registered Land Surveyor, and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

State of Indiana)
County of Marion)
SS:)
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis D. Clarkstead, Registered Land Surveyor, and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 9th day of November, 2005.

Julie A. Gibson
Notary Public
Printed Name: Julie A. Gibson

County of Residence: Marion
My Commission Expires: 01/05/2013



Executed this 9th day of November, 2005 by declarant.

The undersigned, Portrail Homes-Weston Points, LLC, the owner of record of the real estate described hereon, does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate as shown hereon in accordance with the within plat.

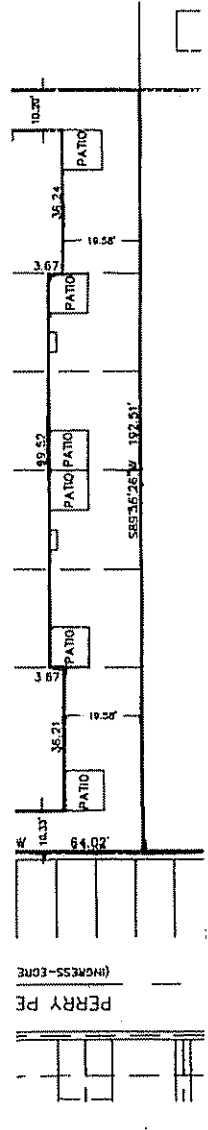
This condominium shall be known as Weston Points, a condominium property in Hamilton

Certification of Zoning:
Per Ordinance Z-408-03 adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from S-1 Single Family Residential district to the R-4 Single and Multiple Family district.

On September 16, 2004 the Carmel Plan Commission granted Secondary Plat approval for a Condominium project, Docket No. 04-010035P on this site. I have reviewed the Condominium plat as filed on Pointe and verify that it is consistent with the aforementioned approval. Plan Approved



Witness my signature and seal this 9th day of November, 2005.
 My Commission Expires: 01/05/2013
 County of Residence: Madison
 My Commission Expires: 01/05/2013



Certification of Zoning:
 Per Ordinance Z-408-03 adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from S-1 Single Family Residential district to the R-4 Single and Multiple Family district.

On September 16, 2004 the Carmel Plan Commission granted Secondary Plat approval for a Condominium project, Docket No. 04010003SP, on this site. I have reviewed the Condominium plat and on this date verify that it is consistent with the aforementioned approvals. Plan Approved

By: [Signature]
 Michael P. Hombough, Director
 Director of Department of Community Services
 Carmel, Indiana

200500075305
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J HANDEH
 11-18-2005 at 10:52 am.
 FLS# 28.00

Executed this 8th day of November, 2005 by declarant.

The undersigned, Portrail Homes-Weston Points, LLC, the owner of record of the real estate described herein, does hereby certify that it has laid off, platted and subdivided and do hereby lay off plat and subdivide said real estate as shown hereon in accordance with the within plat.

This condominium shall be known as Weston Points, a condominium property in Hamilton County, Indiana.

I, Michael J. Passinelli, Officer, of Portrail Homes-Weston Points, LLC, an Illinois Limited Liability Company, being duly sworn says to all, to the best of his knowledge, interest and belief, that the above plat has been prepared in accordance with the provisions of the Illinois Condominium Property Act.

[Signature]
 Michael J. Passinelli
 Portrail Homes-Weston Points, LLC
 9333 North Meridian Street, Suite 300
 Indianapolis, Indiana 46280

STATE OF ILLINOIS)
) COUNTY OF COOK)

On this 8th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally came said Portrail Homes-Weston Points, LLC, an Illinois Limited Liability Company, its Officer, who acknowledged that he did sign the within condominium drawings and that the same is her voluntary act and deed as such officer for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notary Seal on the day and date shown above written.

My commission Expires: 5-9-07
 County of Residence: Hamilton
 Notary Public-signature: [Signature]
 Notary Public-printed: John G. Stanger



1ST FLOOR - SCALE: 1"=30'
FINISHED FLOOR ELEVATION = 907.00
AS-BUILT FINISHED FLOOR = 906.80

BUILDING 15

Building w/garage: Limited C.A.: Common Area: Private Sidewalk: Private Drive:	Unit 1501	Unit 1502	Unit 1503	Unit 1504	Unit 1505
1,788 sq.ft.	1,090 sq.ft.	1,090 sq.ft.	1,090 sq.ft.	1,090 sq.ft.	1,090 sq.ft.
693 sq.ft.	563 sq.ft.	562 sq.ft.	561 sq.ft.	692 sq.ft.	692 sq.ft.
1,659 sq.ft.	592 sq.ft.	593 sq.ft.	583 sq.ft.	2,101 sq.ft.	2,101 sq.ft.
99 sq.ft.	62 sq.ft.	62 sq.ft.	62 sq.ft.	99 sq.ft.	99 sq.ft.
319 sq.ft.	319 sq.ft.	319 sq.ft.	319 sq.ft.	319 sq.ft.	319 sq.ft.
0.041 ac.	0.025 ac.	0.025 ac.	0.025 ac.	0.041 ac.	0.041 ac.
0.016 ac.	0.012 ac.	0.012 ac.	0.012 ac.	0.016 ac.	0.016 ac.
0.038 ac.	0.013 ac.	0.014 ac.	0.013 ac.	0.045 ac.	0.045 ac.

2400
(8)

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
18 day of Nov, 20 05
Robin. Mills Auditor of Hamilton County
Parcel # _____

AMENDMENT NUMBER NINE

AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING NO. 16

This Amendment ("Amendment") is entered into this 7th day of November 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

200500075306
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
11-18-2005 At 10:52 am.
AMEND DECL 24.00

by deleting there from the real estate described in Exhibit D.

5. 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.

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

7. 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 November, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

By: [Signature]
Printed: Michael J. Pasquinelli
Officer

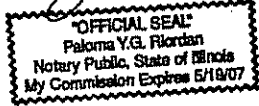
STATE OF Illinois SS:
COUNTY OF Cook

Before me, a Notary Public in and for the State of Illinois personally appeared the above signed, an Officer of Portrait Homes-Weston Pointe, 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 8th day of November, 2005.

[Signature]
Notary Public

County of Residence: Cook
My Commission Expires: 5-19-07



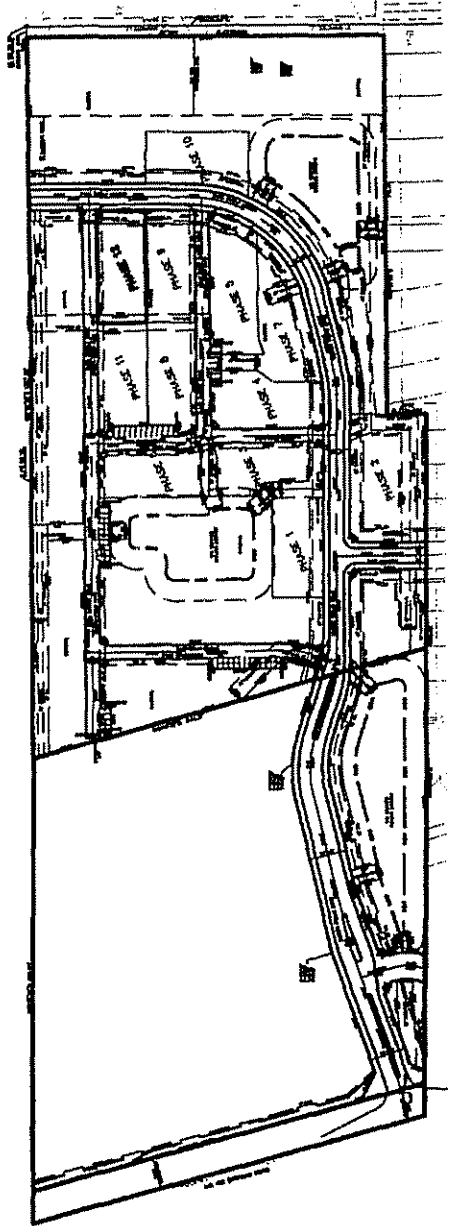
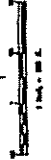
HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
9333 North Meridian, Suite 300
Indianapolis, IN 46260

This Instrument prepared by: Greg A. Bouwer, Attorney LD. No. 16368-53,
Koransky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

THIS INSTRUMENT PREPARED BY
 DENNIS E. LINDSTAD
 1910 ALLEGENVILLE ROAD
 POKER, OKLAHMA 48132
 PHONE: (577) 841-3833

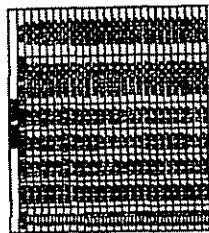
EXHIBIT "A" THE TOWNES AT WESTON POINTE CONDOMINIUMS

DEVELOPER: BFL, L.L.C.
 5431 NORTH MERIDIAN STREET, SUITE 300
 OKLAHOMA CITY, OKLAHOMA 73120
 CONTACT: BOB WATSON



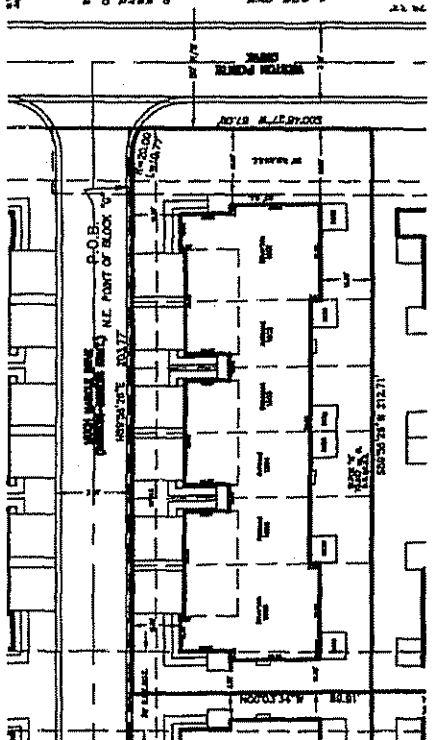
- LEGEND
- REAR PORCH
- REAR PATIO
- REAR BALCONY
- REAR TERRACE
- REAR DECK
- REAR PORCH
- REAR PATIO
- REAR BALCONY
- REAR TERRACE
- REAR DECK

The "Townes at Weston Pointe" Condominiums are located at the intersection of W. Weston and S. Meridian Streets, Oklahoma City, Oklahoma. The site is bounded on the north by S. Meridian Street, on the east by W. Weston Street, on the south by S. Meridian Street, and on the west by S. Meridian Street. The site is bounded on the north by S. Meridian Street, on the east by W. Weston Street, on the south by S. Meridian Street, and on the west by S. Meridian Street.



THE TOWNES AT WESTON POINTE
 EXHIBIT "A"
 SHEET 10

THE PLANS BUILDING 16 PLAN THE TOWNES AT WESTON PONTE CONDOMINIUMS



PLANS TITLE - BUILDING SECTION
 A set of the Building Code of the City of Weston, Indiana, County of Boone, Indiana, is hereby submitted for approval. The building is located in the City of Weston, Indiana, County of Boone, Indiana, and is to be used as a residential building. The building is to be constructed in accordance with the provisions of the Building Code of the City of Weston, Indiana, County of Boone, Indiana, and is to be used as a residential building. The building is to be constructed in accordance with the provisions of the Building Code of the City of Weston, Indiana, County of Boone, Indiana, and is to be used as a residential building.

APPROVED FOR THE CITY OF WESTON, INDIANA
 City Engineer
APPROVED FOR THE COUNTY OF BOONE, INDIANA
 County Engineer

APPROVED FOR THE BOARD OF ZONING
 Board of Zoning

APPROVED FOR THE BOARD OF HEALTH
 Board of Health

APPROVED FOR THE BOARD OF FIRE
 Board of Fire

CERTIFICATION OF ZONING
 For Ordinance 2-2004 adopted by the Commission on September 14, 2004. The Commission has reviewed the plans and has determined that the proposed building is in compliance with the provisions of the Building Code of the City of Weston, Indiana, County of Boone, Indiana, and is to be used as a residential building. The Commission has determined that the proposed building is in compliance with the provisions of the Building Code of the City of Weston, Indiana, County of Boone, Indiana, and is to be used as a residential building.

APPROVED FOR THE BOARD OF HEALTH
 Board of Health

APPROVED FOR THE BOARD OF FIRE
 Board of Fire

16TH FLOOR - BUILDING 16
 FINISHED FLOOR ELEVATION = 807.00
 AS-BUILT FINISHED FLOOR = 806.74

Room	Area (sq. ft.)	Volume (cu. ft.)
Building 16	1,728 sq. ft.	1,728 cu. ft.
Common Area	1,428 sq. ft.	1,428 cu. ft.
Private Stairs	318 sq. ft.	318 cu. ft.
Building 16	1,728 sq. ft.	1,728 cu. ft.
Common Area	1,428 sq. ft.	1,428 cu. ft.
Private Stairs	318 sq. ft.	318 cu. ft.
Building 16	1,728 sq. ft.	1,728 cu. ft.
Common Area	1,428 sq. ft.	1,428 cu. ft.
Private Stairs	318 sq. ft.	318 cu. ft.

STATE OF INDIANA
 COUNTY OF BOONE

APPROVED FOR THE BOARD OF ZONING
 Board of Zoning

APPROVED FOR THE BOARD OF HEALTH
 Board of Health

APPROVED FOR THE BOARD OF FIRE
 Board of Fire

EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING **16**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.211876%
0202	1.470985%
0203	1.470985%
0204	1.330634%
0205	1.330634%
0206	1.211876%
0301	1.844354%
0302	1.470985%
0303	1.470985%
0304	1.330634%
0305	1.330634%
0306	1.754386%
0401	1.754386%
0402	1.470985%
0403	1.470985%
0404	1.330634%
0405	1.330634%
0406	1.844354%
2101	1.470985%
2102	1.470985%
2103	1.470985%
2104	1.470985%
2105	1.330634%
2106	1.470985%
0501	1.844354%
0502	1.470985%
0503	1.470985%
0504	1.330634%
0505	1.330634%
0506	1.844354%
1901	1.211878%
1902	1.470985%
1903	1.470985%
1904	1.330634%
1905	1.330634%
1906	1.211878%
2001	1.470985%
2002	1.470985%
2003	1.470985%
2004	1.470985%
1701	1.211876%
1702	1.470985%

**EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 16**

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1703	1.470985%
1704	1.470985%
1705	1.470985%
1708	1.211876%
1801	1.211876%
1802	1.470985%
1803	1.470985%
1804	1.470985%
1805	1.470985%
1806	1.211876%
2201	1.211876%
2202	1.470985%
2203	1.470985%
2204	1.470985%
2205	1.470985%
2206	1.211876%
1501	1.211876%
1502	1.330634%
1503	1.330634%
1504	1.330634%
1505	1.330634%
1506	1.211876%
1601	1.844354%
1602	1.330634%
1603	1.330634%
1604	1.330634%
1605	1.330634%
1608	1.844354%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING SIXTEEN

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, *Indiana*, more particularly described as follows:

Commencing at the Northeast corner of Block "G" of the recorded plat of Weston Pointe, recorded as Instrument No. 200400067374, Plat Cabinet 3, Slide 489, Hamilton County, Indiana, known as the POINT OF BEGINNING of this description; thence South 00 degrees 48 minutes 27 seconds West 87.09 feet; thence South 89 degrees 56 minutes 26 seconds West 212.71 feet; thence North 00 degrees 03 minutes 34 seconds West 89.91 feet; thence North 89 degrees 56 minutes 26 seconds East 203.77 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 03 minutes 34 seconds East 20.00 feet from said point; thence easterly along said curve 10.77 feet to the point of tangency of said curve, said point being North 30 degrees 48 minutes 27 seconds East 20.00 feet from the radius point of said curve to the place of beginning, containing 0.440 acres, more or less.

S:\37963S1\Legal\BLDG.16
July 10, 2005

THIS INSTRUMENT PREPARED BY
 DENNIS D. OLMSTEAD
 STOEPPELWERTH & ASSOCIATES, INC.
 9940 ALLISONVILLE ROAD
 FISHERS, INDIANA 46038
 PHONE: (317) 849-5935

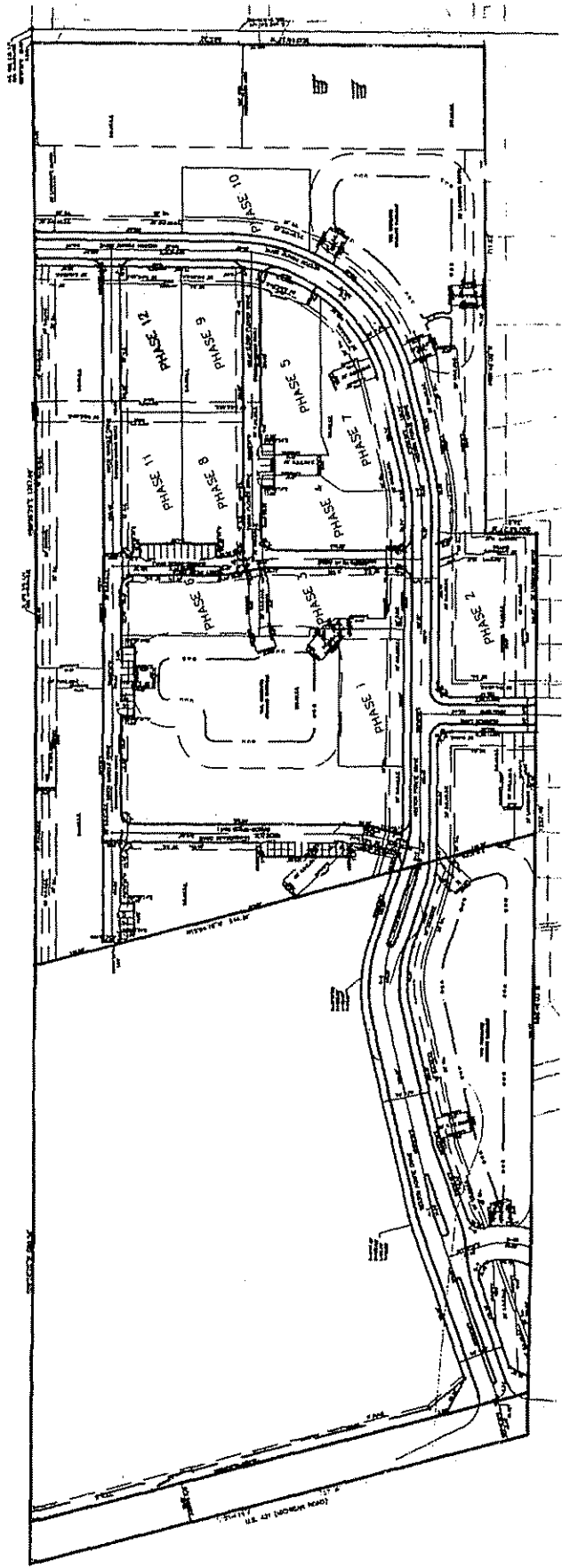
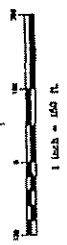
DEVELOPED BY:
 PORTRAIT HOMES, LLC
 9333 NORTH MERIDIAN STREET, SUITE 300
 INDIANAPOLIS, INDIANA 48260
 PHONE: (317) 705-8971
 CONTACT: LORI MARGASON

SOURCE OF TITLE:
 WARRANTY DEED INSTRUMENT 200300934223
 DOCKET NUMBER: 03110010 HPR

PL 3 side 766

EXHIBIT "A" THE TOWNES AT WESTON POINTE CONDOMINIUMS

200500075307
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J. HAYDEN
 11-18-2005 AT 10:52 AM.
 PLAT 28.00



LEGEND

- BUILDING
- DRAINAGE UTILITY & SANITARY SEWER EASEMENT
- DRAINAGE UTILITY & SEWER EASEMENT
- DRAINAGE UTILITY EASEMENT
- BUILDING LINE
- COMMON AREA
- C.A.

DULY ENTERED FOR TAXATION
 Subject to final acceptance for transfer
 18 day of Nov 2005
Robin M. Phillips Auditor of Hamilton County

OWNER: PLAT 28.00
 COUNTY: HAMILTON
 COUNTY: HAMILTON
 COUNTY: HAMILTON

pl 3 Slide 766

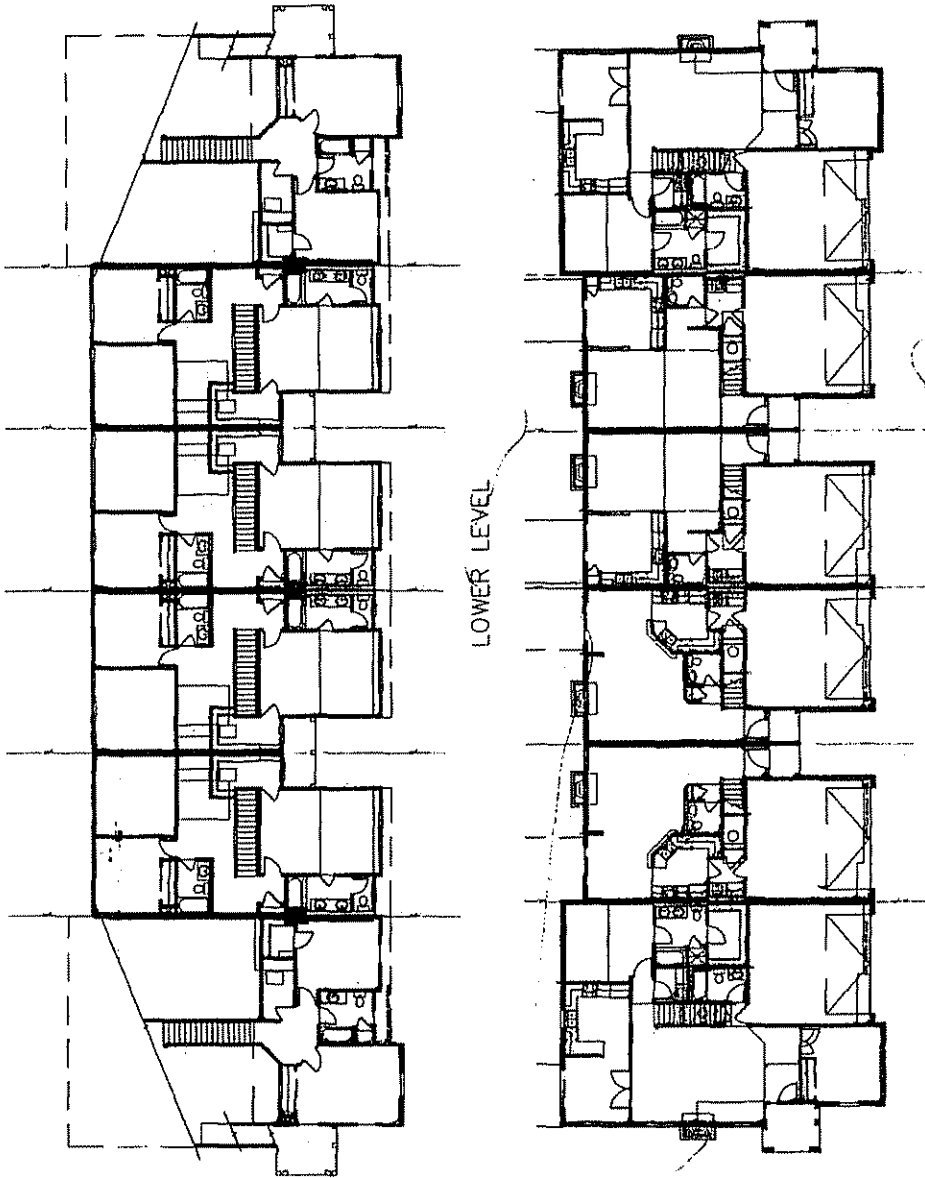
THE PLANS BUILDING 16 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS

PHASE THREE - BUILDING SKETCH

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in City Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of Block "C" of the recorded plat of Weston Pointe, recorded as Instrument No. 20040007374, Part Cabinet 3, Slide 493, Hamilton County, Indiana, known as the POINT OF BEGINNING of this description; thence South 00 degrees 21'27" West 212.71 feet; thence North 00 degrees 03'00" East 87.09 feet; thence South 89 degrees 00'00" East 89.01 feet; thence North 89 degrees 55'00" East 89.01 feet; thence South 00 degrees 03'00" East 203.77 feet to the point of curvature of a curve concave southward; the radius point of said curve being South 00 degrees 03'00" East 20.00 feet from said point; thence North 00 degrees 03'00" East 177.77 feet to the point of tangency of said curve; thence North 00 degrees 03'00" East 20.00 feet from the radius point of said curve to the point of beginning, containing 0.440 acres, more or less.

5.1734514667462616
April 10, 2005



SURVEYOR'S CERTIFICATE

State of Indiana)
County of Hamilton)

I, Dennis B. Glasstead, do hereby certify that the above described property was surveyed by Sloopmeyer & Associates, Inc., a 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 under my hand and seal on this 9th day of November, 2005.

Dennis B. Glasstead
By Dennis B. Glasstead
Professional Land Surveyor
No. 800012



20050007374
Filed to Record in
Hamilton County, Indiana
Jennifer J. Rayner
11-13-2005 at 10:57 am.
PLAT 28.00

NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
PORTRAIT HOMES, LLC
9333 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46260, FOR REFERENCE ONLY

OUTSIDE ARCHITECT DUMPSON BY STIFFER, WERTH & ASSOCIATES, INC.

plb3 slide 706

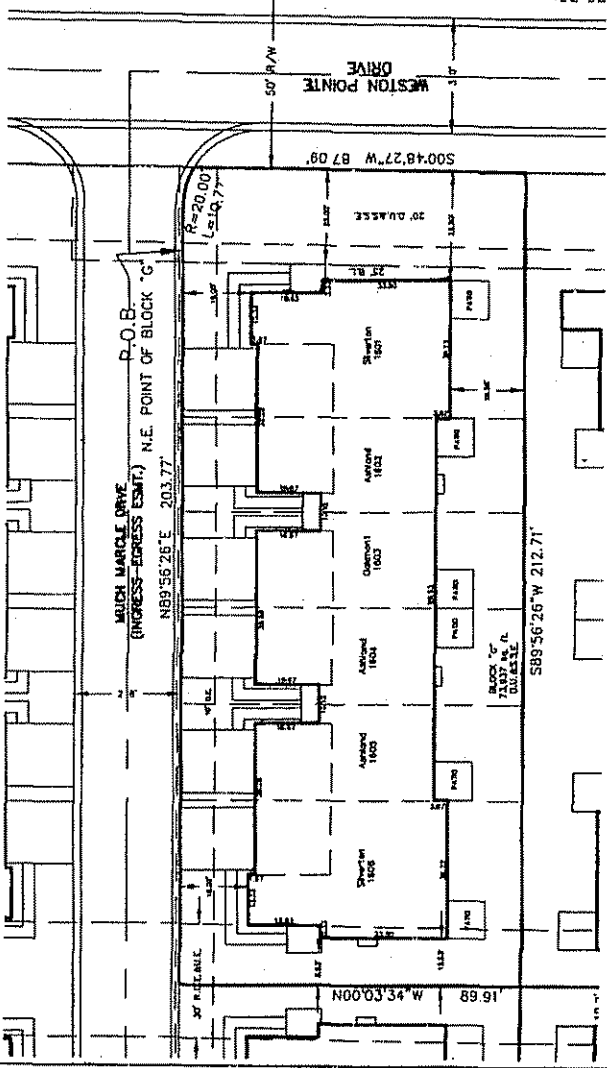
THE PLANS BUILDING 16 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS

PHASE TWELVE - BUILDING SATEEN

A part of the Southwest Quarter of Section 4, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "G" of the recorded plat of Weston Pointe, recorded as Instrument No. 20040007374, Section 14, 48 minutes 37 seconds West 87.69 feet; thence South 89 degrees 55 minutes 26 seconds West 212.71 feet; thence North 00 degrees 03 minutes 34 seconds West 83.81 feet; thence North 89 degrees 56 minutes 26 seconds East 203.77 feet to the point of curvature of a curve concave southerly, the radius of said curve being South 00 degrees 03 minutes 34 seconds East 203.77 feet; thence along said curve to the point of tangency, 27 seconds East 20.00 feet from the radius point of said curve to the piece of beginning, containing 0.140 acres, more or less.

SATURDAY, November 16, 2005
10:30 AM



SURVEYOR'S CERTIFICATE

State of Indiana)
County of Hamilton)

This is to certify that the above described property was surveyed by Stephanie B. D. O'Brien and that the plat hereon shown is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given under my hand and seal on this 9th day of November, 2005.



By Dennis D. Olmstead
Registered Land Surveyor
No. 900012

State of Indiana)
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Dennis D. Olmstead, Registered Land Surveyor, and acknowledged the execution of this instrument as his voluntary act and deed and signed his signature thereto.

Witness my departure and seal this 9th day of November, 2005.



By Julie A. Gibson
Notary Public
Julie A. Gibson
Printed Name

County of Residence: Madison
My Commission Expires: 01/05/08

Certification of Zoning:
Per Ordinance Z-408-03, adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from Single Family Residential district to the R-4 Single and Multiple Family district.

On September 16, 2004 the Corral Pine Commission granted Secondary Plat approval for this Condominium project, Decretal No. 040100339. On this date, I have reviewed the Condominium plat of Weston Pointe and verify that it is consistent with the aforementioned approvals. Blair

Executed this 9th day of November, 2005 by declarant.

The undersigned, Patricia Homes-Weston Pointe, LLC, the owner of record of the real estate described hereon, does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate as shown hereon in accordance with the within plat.

This condominium shall be known as Weston Pointe Condominium.

degrees 03 minutes 34 seconds West 69.91 feet; thence North 89 degrees 55 minutes 26 seconds East 203.77 feet to the point of beginning; thence South 03 degrees 34 seconds East 20.00 feet to the point of beginning; thence South 89 degrees 55 minutes 26 seconds East 10.77 feet to the point of beginning; thence North 03 degrees 34 seconds East 20.00 feet to the point of beginning; containing 0.440 acres, more or less.
 S. Utzschig/West/Map 16
 July 10, 2005

SURVEYOR'S CERTIFICATE

State of Indiana)
) SS.
 County of Hamilton)

This is to certify that the above described property was surveyed by Stoeppelwerth & Associates, Inc., under the direction of an Indiana Professional Land Surveyor and that an accurate and correct diagram is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given under my hand and seal on this 9th day of March, 2005.

D. O. O'NEAL
 Dennis D. O'Neal
 Registered Land Surveyor
 No. 900012



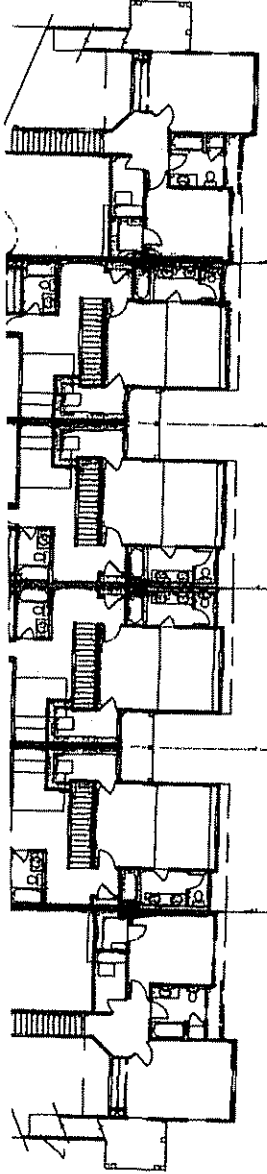
200500075307
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J HAYDEN
 11-18-2005 At 10:52 am.
 28.00

NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
 PORTRAIT HOMES, LLC
 9333 NORTH MERIDIAN STREET, SUITE 300
 INDIANAPOLIS, INDIANA 46260, FOR REFERENCE ONLY

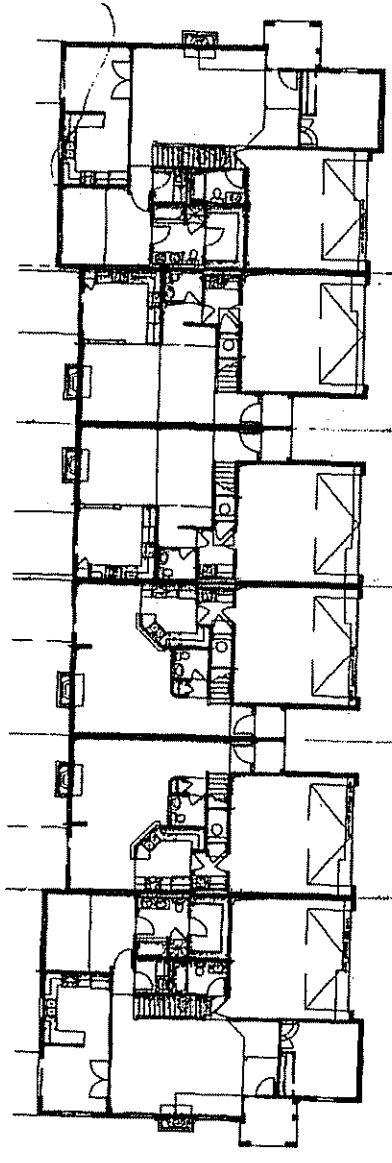
OUTSIDE ASBUILT DIMENSION BY STOEPPELWERTH & ASSOCIATES, INC.
 ARE SHOWN ON SHEET 16A FOR BUILDING 16.

Certification of Address:
 I hereby certify on behalf of the City of Carmel, Indiana, that the street names set forth herein are consistent with those approved by the Carmel Plan Commission, Docket No. 04010003SP; and that the address set forth herein are consistent with those assigned by this Department. ELAG. APPROVED:

By: *Bill Akers* 11-14-05
 William Akers date
 Department of Communications



LOWER LEVEL



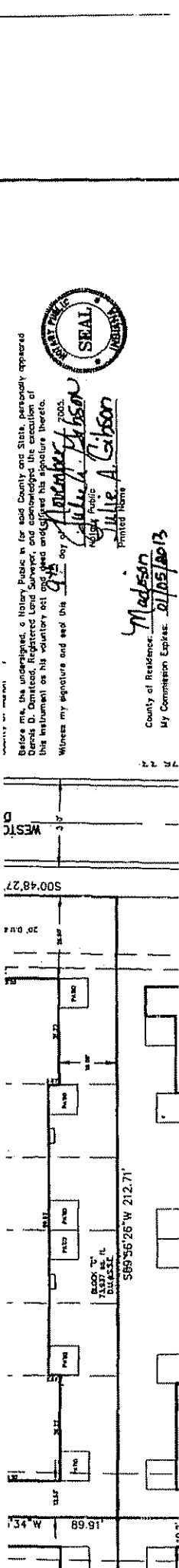
UPPER LEVEL

- UNIT 1601 SILVERTON 3961 MUCH MARCLE DRIVE
- UNIT 1602 ASHLAND 3965 MUCH MARCLE DRIVE
- UNIT 1603 OAKMONT 3969 MUCH MARCLE DRIVE
- UNIT 1604 ASHLAND 3973 MUCH MARCLE DRIVE
- UNIT 1605 ASHLAND 3977 MUCH MARCLE DRIVE
- UNIT 1606 SILVERTON 3981 MUCH MARCLE DRIVE

FLOOR PLANS - SCALE: NTS
 FINISHED FLOOR ELEVATION = 907.00
 AS-BUILT FINISHED FLOOR = 906.74

**THE TOWNES • WESTON POINTE
 BUILDING 16**

SHEET 16C



500'48'27"



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Michelle A. Gibson**, a Single Female, known to me to be the person whose name is subscribed to the foregoing instrument as his voluntary act and deed, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. My commission expires **01/05/2013**.

County of Residence: **Madison**
 My Commission Expires: **01/05/2013**

Certification of Zoning:
 Per Ordinance Z-408 as amended by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from Single Family Residential district to the R-4 Single and Multiple Family district.

On September 16, 2004 the Correl Plan Commission granted Secondary Plat approval for a Condominium project, District No. 0401(VP)35. On this date I reviewed the Condominium plat, the Declaration and verified that it is consistent with the aforementioned approvals. **Michelle A. Gibson**

By: **Michelle A. Gibson**, Notary Public
 Director of Department of Community Services
 Carmel, Indiana

Executed this 8th day of November, 2005 by declarant.

The undersigned, **Parrett Homes-Weston Pointe, LLC**, the owner of record of the real estate described herein, does hereby certify that it has laid out, platted and subdivided and do hereby certify that it, put and subdivided said real estate as shown herein in accordance with the within plat.

This condominium shall be known as **Weston Pointe**, a condominium property in Hamilton County, Indiana.

Michelle J. Pignatelli, Notary Public, a single female, residing at 5333 West Hamilton Avenue, Suite 300 Indianapolis, Indiana 46260, interested in hereby certifies that she is the owner of said condominium drawings.

Michelle J. Pignatelli
 Notary Public
 5333 West Hamilton Avenue, Suite 300
 Indianapolis, Indiana 46260

20050075307
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 JENNIFER J. HAYDEN
 11-18-2005 at 10:52 am.
 PLAT 28.00

STATE OF ILLINOIS)
) COUNTY OF COOK)

On this 8th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally came said **Parrett Homes-Weston Pointe, LLC**, an Illinois Limited Liability Company, its Officer, who acknowledged that he did sign the within condominium drawings and that the same is her voluntary act and deed as such officer for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notary Seal on the day and date shown above written.

My commission expires: 5-9-07

County of Residence: Cook

Notary Public—signature: Michelle J. Pignatelli

Notary Public—name: Michelle J. Pignatelli

BUILDING 16

	Unit 1601	Unit 1602
Building w/garage:	1,788 sq.ft.	1,080 sq.ft.
Limited C.A.:	0.041 ac.	0.024 ac.
Common Area:	672 sq.ft.	673 sq.ft.
Private Sidewalk:	1,958 sq.ft.	581 sq.ft.
Private Drive:	581 sq.ft.	0.013 ac.
	581 sq.ft.	63 sq.ft.
	319 sq.ft.	319 sq.ft.

	Unit 1603	Unit 1604
Building w/garage:	1,080 sq.ft.	1,080 sq.ft.
Limited C.A.:	0.024 ac.	0.024 ac.
Common Area:	673 sq.ft.	673 sq.ft.
Private Sidewalk:	583 sq.ft.	583 sq.ft.
Private Drive:	0.015 ac.	0.015 ac.
	63 sq.ft.	63 sq.ft.
	319 sq.ft.	319 sq.ft.

	Unit 1605
Building w/garage:	1,788 sq.ft.
Limited C.A.:	0.041 ac.
Common Area:	673 sq.ft.
Private Sidewalk:	1,859 sq.ft.
Private Drive:	0.016 ac.
	0.043 ac.
	63 sq.ft.
	319 sq.ft.

THE TOWNES • WESTON POINTE
BUILDING 16

SHEET 16A

24.00
100
8
100 NONE

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
18 day of NOV, 20 05
Robin McMillen Auditor of Hamilton County
Parcel # _____

AMENDMENT NUMBER TEN

AMENDMENT TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING NO. 23

This Amendment ("Amendment") is entered into this 7th day of November 2005, by PORTRAIT HOMES-WESTON POINTE, LLC, an Illinois limited liability company qualified to do business in the State of Indiana ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain The Townes at Weston Pointe Condominium Declaration dated August 25, 2004 and recorded in the office of the Recorder of Hamilton County, Indiana on October 28, 2004, as Instrument No. 200400074129.

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 adding thereto the real estate described in Exhibit D 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 therefore 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 that is 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. Exhibit E of the Declaration, setting forth the legal description of Additional Land is hereby amended

200500075308
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
11-18-2005 At 10:52 AM.
AMEND DECL 24.00

by deleting there from the real estate described in Exhibit D.

5. 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.

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

7. 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 November, 2005.

PORTRAIT HOMES-WESTON POINTE, LLC,
An Illinois limited liability company

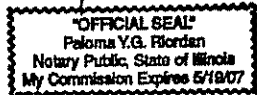
By: [Signature]
Printed: Michael J. Pasquinelli
Officer

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-Weston Pointe, 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 8th day of November, 2005,
[Signature]
Notary Public

County of Residence: Cook
My Commission Expires: 5-19-07



HAMILTON COUNTY RECORDER:
Please return this document to:
Portrait Homes-Weston Pointe, LLC
9333 North Meridian, Suite 300
Indianapolis, IN 46260

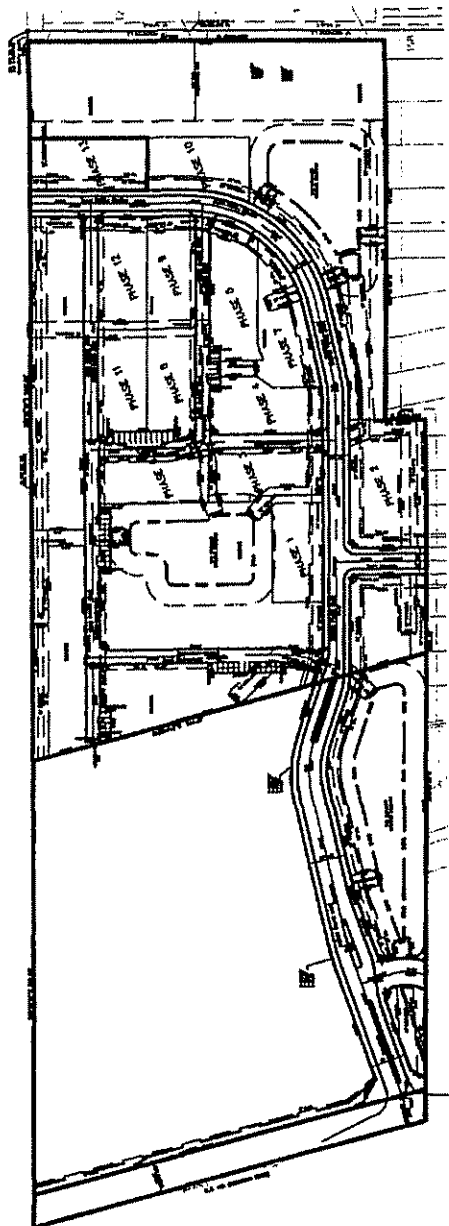
This Instrument prepared by: Greg A. Bouwer, Attorney LD. No. 16368-53,
Koransky & Bouwer, PC, 425 Joliet Street, Suite 425, Dyer, IN 46311

EXHIBIT 'A' THE TOWNES AT WESTON POINTE CONDOMINIUMS

THIS INSTRUMENT PREPARED BY:
DENNIS D. CLARKE
3100 WASHINGTON AVENUE, SUITE 100
ANN ARBOR, MICHIGAN 48106
PHONE: (313) 844-9833

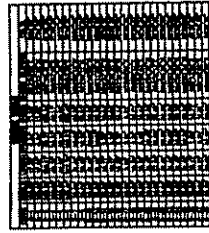
DEVELOPED BY:
PORTLAND AVENUE, LLC
10000 WASHINGTON AVENUE, SUITE 100
ANN ARBOR, MICHIGAN 48106
PHONE: (313) 764-9877
CONTRACT: TOW M0000000

SOURCE OF TITLE:
UNRECORDED INSTRUMENT #2000000000
OFFICE NUMBER: 2000000000

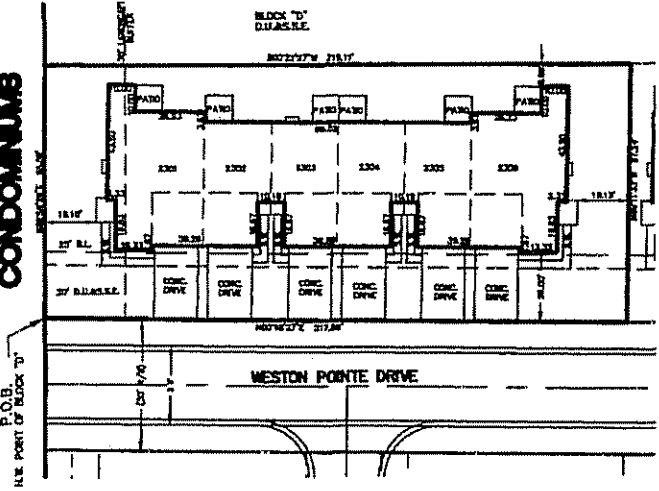


LEGEND

SHADING: UNIT 1 & COMMON AREA ELEMENTS
HATCH: COMMON AREA ELEMENTS
DASH: COMMON AREA ELEMENTS
DOTTED: COMMON AREA ELEMENTS
SOLID: COMMON AREA ELEMENTS
DASH-DOTTED: COMMON AREA ELEMENTS
DOTTED-DASH: COMMON AREA ELEMENTS



**THE PLANS
BUILDING 23 PLAN
THE TOWNES AT WESTON PONTE
CONDOMINIUMS**



1ST FLOOR - SCALE 1"=30'
FINISHED FLOOR ELEVATION = 908.90
AS-BUILT FINISHED FLOOR = 908.60

LEGEND

Unit 101	101 sq. ft.	101 sq. ft.	101 sq. ft.
Unit 102	102 sq. ft.	102 sq. ft.	102 sq. ft.
Unit 103	103 sq. ft.	103 sq. ft.	103 sq. ft.
Unit 104	104 sq. ft.	104 sq. ft.	104 sq. ft.
Unit 105	105 sq. ft.	105 sq. ft.	105 sq. ft.
Unit 106	106 sq. ft.	106 sq. ft.	106 sq. ft.
Unit 107	107 sq. ft.	107 sq. ft.	107 sq. ft.
Unit 108	108 sq. ft.	108 sq. ft.	108 sq. ft.
Unit 109	109 sq. ft.	109 sq. ft.	109 sq. ft.
Unit 110	110 sq. ft.	110 sq. ft.	110 sq. ft.

Resolution of Zoning Ordinance 2-2003 adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, and amended by Ordinance 1-2004, Ordinance 2-2004 and Ordinance 3-2004 to amend the Zoning Ordinance to allow a Single-Family Residential Use in the R-4 Single and Multiple Family District.

On September 18, 2004 the Carmel Plan Commission granted Resolution 104 approved for a Condominium Planned Development and requested that the Commission amend the Condominium Plan of Weston Ponte and verify that it is consistent with the aforementioned Ordinance, Ordinance 2-2003.

By: Michael F. Hollibaugh, Director 024
Director of Department of Community Services
Carmel, Indiana

PLANS PREPARED BY: **BLISS DESIGN GROUP, INC.**
1111 West 10th Street, Suite 100, Indianapolis, Indiana 46202
Tel: 317.633.1234 Fax: 317.633.1235
www.blissdesign.com

SUPPLEMENTAL CERTIFICATE

City of Carmel, Indiana
County of Hamilton, Indiana
I, the undersigned, being duly sworn, depose and say that the above-described plans were prepared by the architect and are a true and correct representation of the plans of the building as shown on the plans of record and as the same appear on file in the office of the Recorder of Deeds in the County of Hamilton, Indiana, on this _____ day of _____, 2004.



By: _____
Professional Seal No. 123456

City of Carmel
County of Hamilton
I, the undersigned, being duly sworn, depose and say that the above-described plans were prepared by the architect and are a true and correct representation of the plans of the building as shown on the plans of record and as the same appear on file in the office of the Recorder of Deeds in the County of Hamilton, Indiana, on this _____ day of _____, 2004.



County of Hamilton
By: _____

Completed this _____ day of _____, 2004 by architect.
The undersigned, being duly sworn, depose and say that the above-described plans were prepared by the architect and are a true and correct representation of the plans of the building as shown on the plans of record and as the same appear on file in the office of the Recorder of Deeds in the County of Hamilton, Indiana, on this _____ day of _____, 2004.

City of Carmel
County of Hamilton
I, the undersigned, being duly sworn, depose and say that the above-described plans were prepared by the architect and are a true and correct representation of the plans of the building as shown on the plans of record and as the same appear on file in the office of the Recorder of Deeds in the County of Hamilton, Indiana, on this _____ day of _____, 2004.

By: _____
Professional Seal No. 123456

STATE OF INDIANA
COUNTY OF COOK

On this _____ day of _____, 2004, before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared _____, known to me to be the person whose name and address are stated above, and acknowledged to me that he executed the foregoing instrument for the purposes and consideration therein expressed.

My commission expires _____.

County of Hamilton
Notary Public-official
Notary Public-official

**THE TOWNES AT WESTON PONTE
BUILDING 23**

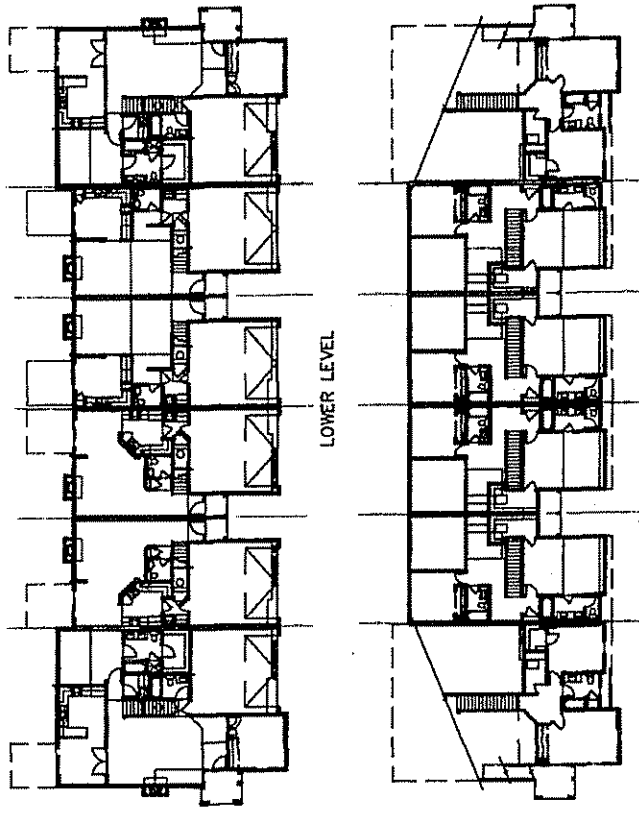
THE FLANS BUILDING 23 PLAN THE TOWNES AT WESTON PONTE CONDOMINIUMS

PLANS PREPARED BY: BUREAU OF ARCHITECTURE
 1000 North 1st Street, Suite 100, Raleigh, N.C. 27601
 (919) 972-1100
 A copy of the Building Code, as amended, is available at the Raleigh City Clerk's Office, 1000 North 1st Street, Suite 100, Raleigh, N.C. 27601. The Building Code is available on the Internet at the following URL: <http://www.ncdot.gov/buildingcode/>. The Building Code is also available at the following URL: <http://www.ncdot.gov/buildingcode/>. The Building Code is also available at the following URL: <http://www.ncdot.gov/buildingcode/>.

DATE: 08/14/2003
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: THE TOWNES AT WESTON PONTE
 SHEET: 23B



NOTICE: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
 THE ARCHITECT OF RECORD FOR THE PROJECT, J. HARRIS & ASSOCIATES, INC.
 601 NORTH WILKINSON STREET, SUITE 200
 REXBURG, MARYLAND 21088
 DATE: 08/14/2003
 PROJECT: THE TOWNES AT WESTON PONTE
 SHEET: 23B



UNIT 2301 3818 WESTON PONTE DRIVE
 UNIT 2302 3820 WESTON PONTE DRIVE
 UNIT 2303 3822 WESTON PONTE DRIVE
 UNIT 2304 3824 WESTON PONTE DRIVE
 UNIT 2305 3826 WESTON PONTE DRIVE
 UNIT 2306 3828 WESTON PONTE DRIVE
 UNIT 2307 3830 WESTON PONTE DRIVE
 UNIT 2308 3832 WESTON PONTE DRIVE

FLOOR PLANS - SCALE: NTS
 FINISHED FLOOR ELEVATION = 906.90
 AS-BUILT FINISHED FLOOR = 906.60

Preparation of Architecture
 by James S. Harris, State of North Carolina, License No. 400078, Exp. 08/14/2006
 Commission: 08/14/2003
 Project: THE TOWNES AT WESTON PONTE
 SHEET: 23B

EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 23

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
0201	1.108843%
0202	1.345923%
0203	1.345923%
0204	1.217504%
0205	1.217504%
0206	1.108843%
0301	1.687548%
0302	1.345923%
0303	1.345923%
0304	1.217504%
0305	1.217504%
0306	1.605229%
0401	1.605229%
0402	1.345923%
0403	1.345923%
0404	1.217504%
0405	1.217504%
0406	1.687548%
2101	1.345923%
2102	1.345923%
2103	1.345923%
2104	1.345923%
2105	1.217504%
2106	1.345923%
0501	1.687548%
0502	1.345923%
0503	1.345923%
0504	1.217504%
0505	1.217504%
0506	1.687548%
1901	1.108843%
1902	1.345923%
1903	1.345923%
1904	1.217504%
1905	1.217504%
1906	1.108843%
2001	1.345923%
2002	1.345923%
2003	1.345923%
2004	1.345923%
1701	1.108843%
1702	1.345923%
1703	1.345923%
1704	1.345923%
1705	1.345923%

EXHIBIT B
TO
THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION
BUILDING 23

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

UNIT NUMBER	PERCENTAGE OF INTEREST
1706	1.108843%
1801	1.108843%
1802	1.345923%
1803	1.345923%
1804	1.345923%
1805	1.345923%
1806	1.108843%
2201	1.108843%
2202	1.345923%
2203	1.345923%
2204	1.345923%
2205	1.345923%
2206	1.108843%
1601	1.108843%
1602	1.217504%
1603	1.217504%
1604	1.217504%
1605	1.217504%
1606	1.108843%
1801	1.687548%
1802	1.217504%
1803	1.217504%
1604	1.217504%
1605	1.217504%
1606	1.687548%
2301	1.687548%
2302	1.217504%
2303	1.217504%
2304	1.345923%
2305	1.345923%
2306	1.687548%
	100.000000%

EXHIBIT D

TO

THE TOWNES AT WESTON POINTE CONDOMINIUM DECLARATION

BUILDING TWENTY-THREE

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "D" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet No. 3, Slide No. 489, in Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; thence North 89 degrees 56 minutes 26 seconds East 95.59 feet; thence South 00 degrees 22 minutes 27 seconds West 219.11 feet; thence North 89 degrees 11 minutes 33 seconds West 97.24 feet; thence North 00 degrees 48 minutes 27 seconds East parallel to the East line of said Quarter Section 217.66 feet to the place of beginning, containing 0.483 acres, more or less.

S:\37963S1\Legal\BLDG 23
August 25, 2005

PCB Issue 7/6/17

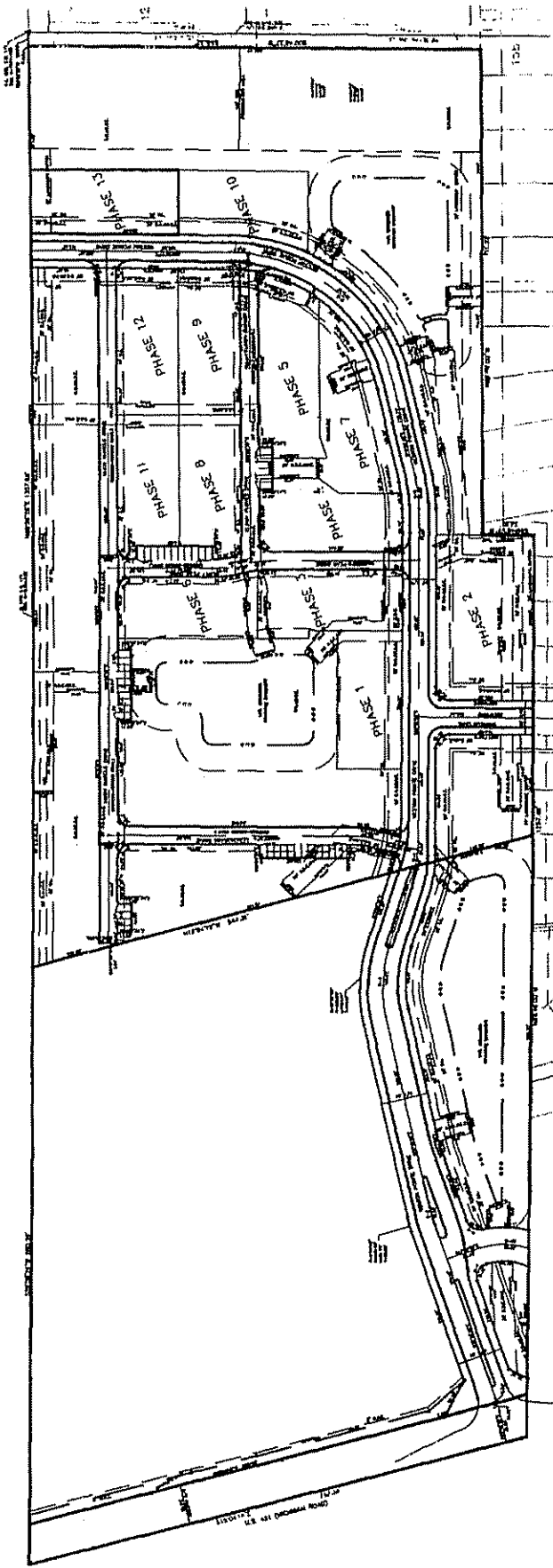
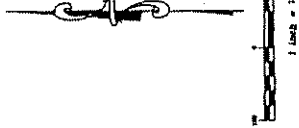
THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD
STOEPPELWERTH & ASSOCIATES, INC.
9940 ALLISONVILLE ROAD
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

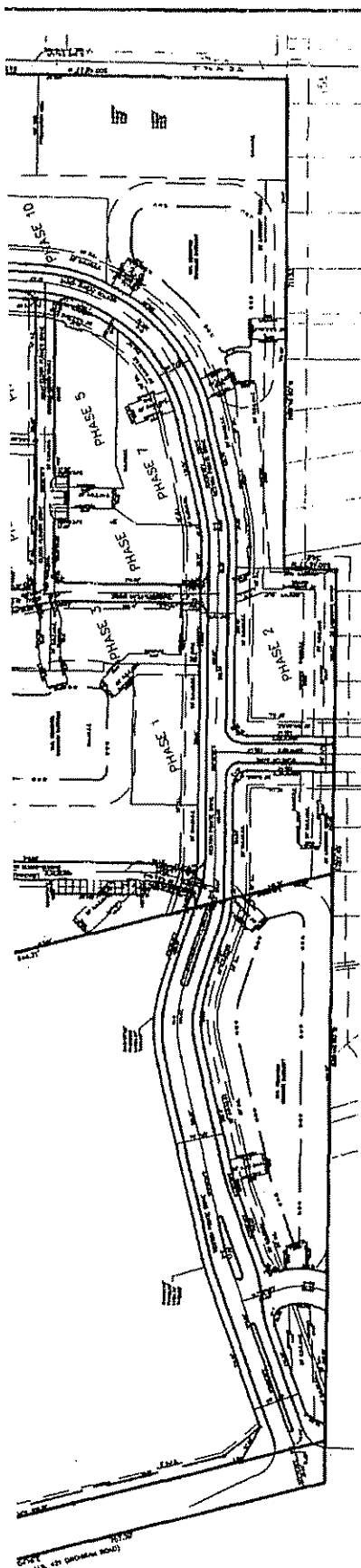
DEVELOPED BY:
ACSTRAT HOMES, LLC
10000 MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46260
PHONE: (317) 704-8977
CONTACT: LORI MARGASON

SOURCE OF TITLE:
WARRANTY DEED INSTRUMENT 20030034223
DOCKET NUMBER: 0510010 HPR

EXHIBIT "A" THE TOWNES AT WESTON POINTE CONDOMINIUMS

200500075389
71126
FOR COUNTY OF INDIANA
REGISTERED
JENNIFER HAYDEN
15-15-5905 AC 10/15/17
PLAT 2B-00





DULY ENTERED FOR REVISION
 Subject to final acceptance for building
 B day of NOV, 20 05
 Patent #

DULY ENTERED FOR TANKING
 Subject to final acceptance for building
 B day of NOV, 20 05
 Patent #

LEGEND

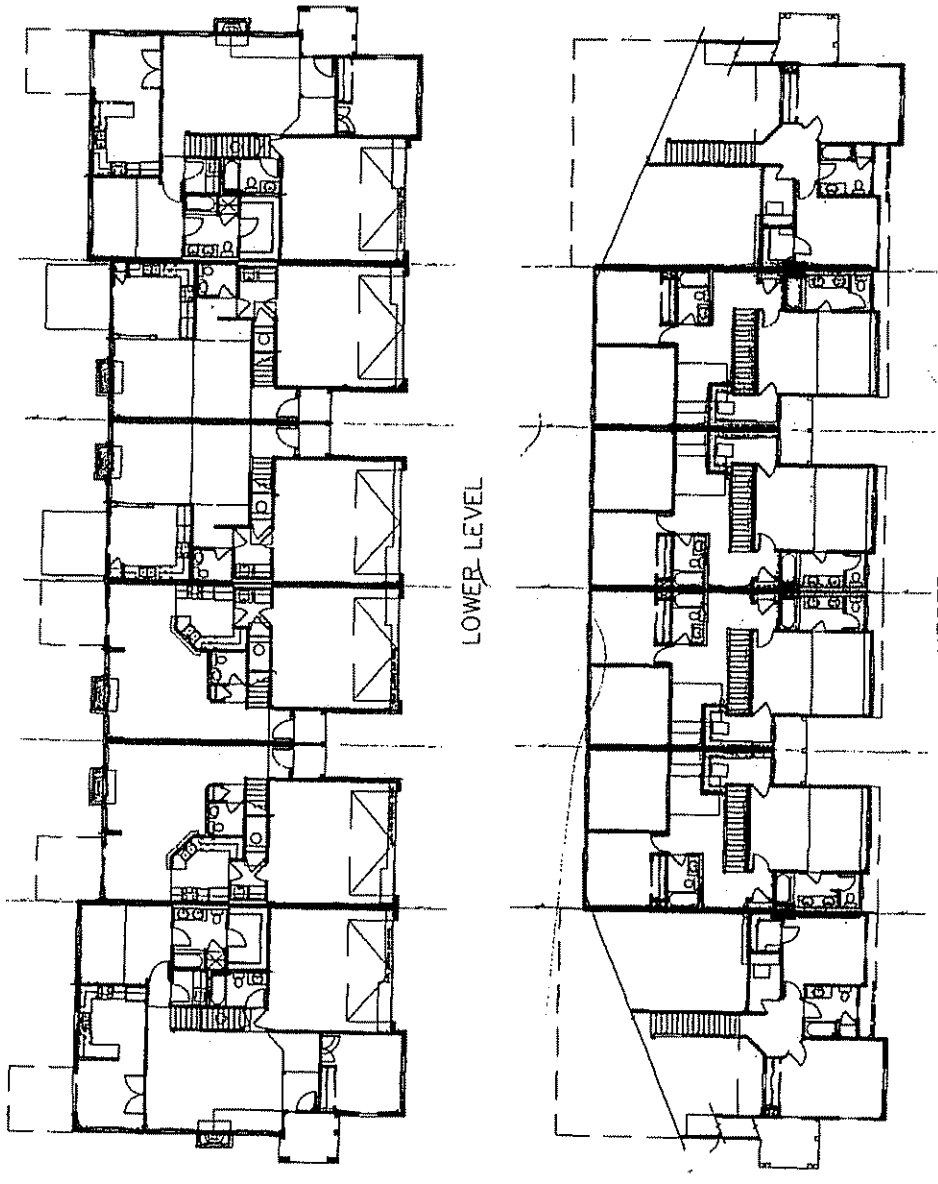
- D.U.A.S.S.E. DRAINAGE, UTILITY & SANITARY SEWER EASEMENT
- D.U.A.E.L. DRAINAGE UTILITY & SEWER EASEMENT
- B.U.E.L. DRAINAGE & UTILITY EASEMENT
- C.A. COMMON AREA
- L.M.A.L.E. LANDSCAPE, MAINTENANCE, ACCESS EASEMENT
- R.D.E.M.L.E. REGULATED DRAINAGE EASEMENT & UTILITY EASEMENT

*This "Tand Plot" denotes the "As-built" location of the building in this Phase and the subdivision of lots thereto.
 *This "Tand Plot" denotes the common area with exception of Building 23 and area denoted "C.A."
 *C.A. denotes limited common area and is reserved for the exclusive use and enjoyment of the individual lot attached thereto.
 *The "Tand Plot" denotes the common area shown hereon, when not dimensioned, extend the full width of lot from the face of structure, outward to the edge of the right-of-way easement of the frontage street.
 *The "Tand Plot" denotes the common area of the building shown hereon, when not dimensioned, extend the full width of the concrete block, brick, masonry and/or finish wood trim. Dimensions between lots are to the center of common (party) wall.

LOT	AREA	PERCENT	OWNER	STATUS	REMARKS
C-1	10,000	100%	...	...	...
C-2	10,000	100%	...	...	...
C-3	10,000	100%	...	...	...
C-4	10,000	100%	...	...	...
C-5	10,000	100%	...	...	...
C-6	10,000	100%	...	...	...
C-7	10,000	100%	...	...	...
C-8	10,000	100%	...	...	...
C-9	10,000	100%	...	...	...
C-10	10,000	100%	...	...	...
C-11	10,000	100%	...	...	...
C-12	10,000	100%	...	...	...
C-13	10,000	100%	...	...	...
C-14	10,000	100%	...	...	...
C-15	10,000	100%	...	...	...
C-16	10,000	100%	...	...	...
C-17	10,000	100%	...	...	...
C-18	10,000	100%	...	...	...
C-19	10,000	100%	...	...	...
C-20	10,000	100%	...	...	...
C-21	10,000	100%	...	...	...
C-22	10,000	100%	...	...	...
C-23	10,000	100%	...	...	...
C-24	10,000	100%	...	...	...
C-25	10,000	100%	...	...	...
C-26	10,000	100%	...	...	...
C-27	10,000	100%	...	...	...
C-28	10,000	100%	...	...	...
C-29	10,000	100%	...	...	...
C-30	10,000	100%	...	...	...
C-31	10,000	100%	...	...	...
C-32	10,000	100%	...	...	...
C-33	10,000	100%	...	...	...
C-34	10,000	100%	...	...	...
C-35	10,000	100%	...	...	...
C-36	10,000	100%	...	...	...
C-37	10,000	100%
C-38	10,000	100%
C-39	10,000	100%
C-40	10,000	100%
C-41	10,000	100%
C-42	10,000	100%
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C-44	10,000	100%
C-45	10,000	100%
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C-63	10,000	100%
C-64	10,000	100%
C-65	10,000	100%
C-66	10,000	100%
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C-68	10,000	100%
C-69	10,000	100%
C-70	10,000	100%
C-71	10,000	100%
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C-73	10,000	100%
C-74	10,000	100%
C-75	10,000	100%
C-76	10,000	100%
C-77	10,000	100%
C-78	10,000	100%
C-79	10,000	100%	...	...	...
C-80	10,000	100%	...	...	...
C-81	10,000	100%	...	...	...
C-82	10,000	100%	...	...	...
C-83	10,000	100%	...	...	...
C-84	10,000	100%	...	...	...
C-85	10,000	100%	...	...	...
C-86	10,000	100%	...	...	...
C-87	10,000	100%	...	...	...
C-88	10,000	100%	...	...	...
C-89	10,000	100%	...	...	...
C-90	10,000	100%	...	...	...
C-91	10,000	100%	...	...	...
C-92	10,000	100%	...	...	...
C-93	10,000	100%	...	...	...
C-94	10,000	100%	...	...	...
C-95	10,000	100%	...	...	...
C-96	10,000	100%	...	...	...
C-97	10,000	100%	...	...	...
C-98	10,000	100%	...	...	...
C-99	10,000	100%	...	...	...
C-100	10,000	100%	...	...	...

PC B Slide 767

THE PLANS BUILDING 23 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS



LOWER LEVEL

PHASE THIRTEEN - BUILDING TWENTY-THREE
A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:
Commencing at the Northwest corner of Block "D" of the reorganized plat of Weston Pointe, Section 1, recorded as Instrument No. 200400697374, Plat Cabinet No. 3, Side No. 445, in Hamilton County, Indiana, and running North 89 degrees 11 minutes 33 seconds East 85.59 feet, thence South 27 degrees 27 minutes 27 seconds East 210.11 feet, thence North 89 degrees 11 minutes 33 seconds West 87.24 feet; thence North 00 degrees 48 minutes 27 seconds East parallel to the East line of said Quarter Section 217.65 feet to the piece of beginning, containing 0.483 acres, more or less.
Surveyed and Platted
April 21, 2005

SURVEYOR'S CERTIFICATE

State of Indiana)
) SS:
County of Hamilton)

This is to certify that the above described property was surveyed by Stoppelwerth & Associates, Inc., under the direction of an Indiana Professional Land Surveyor and that the same is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given under my hand and seal on this 11th day of November, 2005.

D. D. Clarkstead
By: D. D. Clarkstead
Registered Land Surveyor
No. 800012



200500075309
FILED FOR RECORD IN
HAMILTON COUNTY, INDIANA
JENNIFER J. HAYDEN
11-18-2005 At 10:52 am.
PLAT 28.00

NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
PORTRAIT HOMES, LLC
5333 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46250. FOR REFERENCE ONLY
OUTSIDE AS-BUILT DIMENSION BY STOPPELWERTH & ASSOCIATES, INC.
ARE SHOWN ON SHEET 23A FOR BUILDING 23.

APR 24, 2005

SURVEYOR'S CERTIFICATE

State of Indiana)
County of Hamilton)

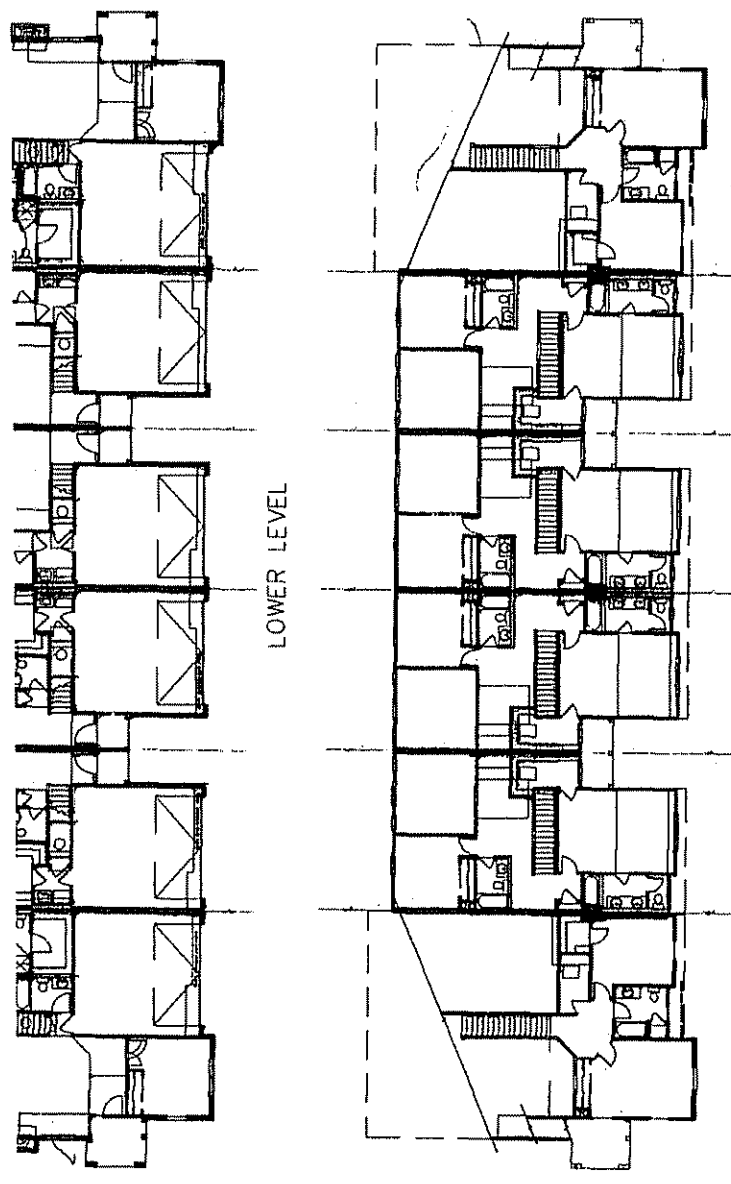
This is to certify that the above described property was surveyed by Stolperwerth & Associates, Inc. a duly Licensed Professional Land Surveyor and that the plat herein drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.
Given under my hand and seal on this 14th day of November, 2005.

By *D. Olmstead*
Dennis D. Olmstead
Registered Land Surveyor
No. 900012



200500073509
FILED
OFFICE OF THE CLERK
HAMILTON COUNTY, INDIANA
JENNIFER J. HAYDEN
11-18-2005 AC 10:52 AM
PLAT 20.00

NOTES: THE INTERIOR FLOOR PLANS WERE PROVIDED BY
PORTRAIT HOMES, LLC
9333 NORTH MERIDIAN STREET, SUITE 300
INDIANAPOLIS, INDIANA 46260, FOR REFERENCE ONLY
OUTSIDE ASBUILT DIMENSION BY STOLPERWERTH & ASSOCIATES, INC.
ARE SHOWN ON SHEET 23A FOR BUILDING 23.



UNIT 2301 SILVERTON 3919 WESTON POINTE DRIVE
UNIT 2302 ASHLAND 3921 WESTON POINTE DRIVE
UNIT 2303 ASHLAND 3923 WESTON POINTE DRIVE
UNIT 2304 OAKMONT 3925 WESTON POINTE DRIVE
UNIT 2305 OAKMONT 3927 WESTON POINTE DRIVE
UNIT 2306 SILVERTON 3929 WESTON POINTE DRIVE

FLOOR PLANS - SCALE: NTS
FINISHED FLOOR ELEVATION = 906.90
AS-BUILT FINISHED FLOOR = 906.60

Certification of Addressing:
I hereby certify on behalf of the City of Carmel, Indiana, that the street names set forth herein are consistent with those approved by the Carmel Plan Commission, Docket No. 04010003SP, and that the address set forth herein are consistent with those assigned by this Department. Plan Approved:
By: *Bill Albers* 11-14-05 date
William Albers
Department of Communications

THE TOWNES @ WESTON POINTE
BUILDING 23
SHEET 23B

PCB slide 769

POINTE

LANDSCAPE BUFFER

BLOCK "D" D.U.S.S.E

PHASE THIRTEEN - BUILDING TWENTY-THREE

A part of the Southwest Quarter of Section 6, Township 17 North, Range 3 East, in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Block "D" of the recorded plat of Weston Pointe, Section 1, recorded as Instrument No. 200400067374, Plat Cabinet No. 3, Side No. 489, in Hamilton County, Indiana, also known as the POINT OF BEGINNING of this description; thence North 89 degrees 56 minutes 28 seconds East 95.59 feet; thence South 00 degrees 22 minutes 27 seconds West 218.11 feet; thence North 89 degrees 11 minutes 33 seconds West 97.24 feet; thence North 00 degrees 48 minutes 27 seconds East parallel to the East line of said Quarter Section 217.06 feet to the place of beginning, containing 0.483 acres, more or less.

§ 378325/Vis of VADG.23
April 23, 2008

SURVEYOR'S CERTIFICATE

State of Indiana)
) SS:
County of Hamilton)

200500075309
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
11-18-2005 At 10:52 am.
PLAT 28.00

This is to certify that the above described property was surveyed by Stoepplweith & Associates, Inc., 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 under my hand and seal on this 9th day of November, 2005.

By: *D. D. Olanstead*
Dennis D. Olanstead
Registered Land Surveyor
No. 900012



State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in for said County and State, personally appeared Dennis D. Olanstead, Registered Land Surveyor, and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 9th day of November, 2005.

Julie A. Gibson
Julie A. Gibson
Notary Public
Printed Name



County of Residence: Madison
My Commission Expires: 01/05/2013

Executed this 9th day of November, 2005 by declarant

The undersigned, Portraitt Homes-Weston Pointe, LLC, the owner of record of the real estate described hereon, does hereby certify that it has laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate as shown hereon in accordance with the within plat.

This condominium shall be known as Weston Pointe, a condominium property in Hamilton County, Indiana.

Michael J. Peggolini
Michael J. Peggolini, Officer, of Portraitt Homes-Weston Pointe, LLC, an Illinois Limited Liability, being duly sworn, says to all, to the best of his knowledge, interested in these lands have verified in the execution of said condominium drawings.

Michael J. Peggolini
MICHAEL J. PEGGOLINI
Portraitt Homes-Weston Pointe, LLC
9333 North Meridian Street, Suite 300
Indianapolis, Indiana 46260

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 9th day of November, 2005, before me, the undersigned, a Notary Public in and for said State, personally came said Portraitt Homes-Weston Pointe, LLC, an Illinois Limited Liability, *Michael J. Peggolini*, its Officer, who acknowledged that he did sign the within condominium drawings and that the same is his voluntary act and deed as such officer for the uses and purposes therein expressed.

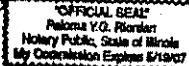
IN TESTIMONY WHEREOF, I have hereunto set my hand and Notary Seal on the day and date shown above written.

My commission Expires: 5-19-07

County of Residence: Cook

Notary Public-signature: *Paloma Y.G. Riordan*

Notary Public-printed: Paloma Y.G. Riordan



Certification of Zoning:

Per Ordinance Z-408-03 adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from S-1 Single Family Residential district to the R-4 Single and Multiple Family district.

On September 16, 2004 the Carmel Plan Commission granted Secondary Plat approval for a Condominium project, Docket No. 04010003SP on this site. I have reviewed the Condominium plat of Weston Pointe and verify that it is consistent with the aforementioned approved Plan Approval.

By: *Michael J. Hollibaugh* Director
Director of Department of Community Services
Carmel, Indiana

THE PLANS BUILDING 23 PLAN THE TOWNES AT WESTON POINTE CONDOMINIUMS

pc 3 slide 764

A part of the
Indiana, Inc.

Commencing
Instrument #
POINT OF BE
South 00 deg
07.24 East;
217.66 feet

2.13783311
August 28, 2003

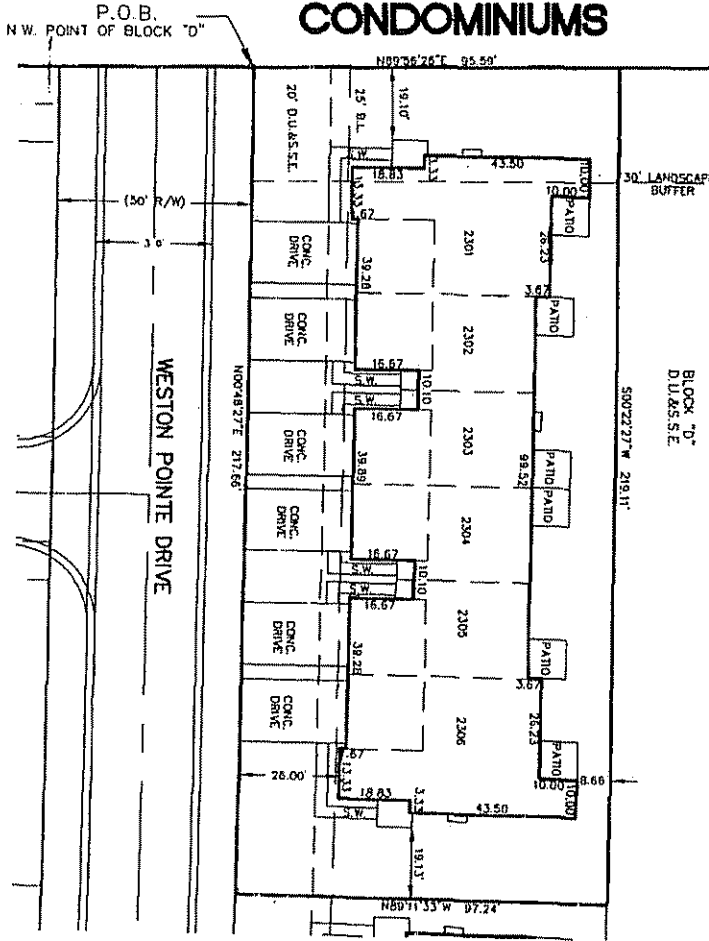
State of Inc
) SS:
County of H

This is to c
Associates,
the plat her
in feet and
Given under

State of Indi
) SS:
County of Ma

Before me, I
Dennis D. Orr
this Instrum
Witness my s

County
My Con



1ST FLOOR - SCALE: 1"=30'
FINISHED FLOOR ELEVATION = 906.90
AS-BUILT FINISHED FLOOR = 906.60

BUILDING 23

Unit 2301			Unit 2302		
Building w/garage:	1,887 sq.ft.	0.043 ac.	1,090 sq.ft.	0.025 ac.	
Limited C.A.:	830 sq.ft.	0.019 ac.	708 sq.ft.	0.016 ac.	
Common Area:	2,939 sq.ft.	0.067 ac.	2,939 sq.ft.	0.014 ac.	
Private Sidewalk:	99 sq.ft.		62 sq.ft.		
Private Drive:	449 sq.ft.		449 sq.ft.		
Unit 2303			Unit 2304		
Building w/garage:	1,090 sq.ft.	0.024 ac.	1,090 sq.ft.	0.024 ac.	
Limited C.A.:	708 sq.ft.	0.014 ac.	708 sq.ft.	0.014 ac.	
Common Area:	597 sq.ft.	0.015 ac.	613 sq.ft.	0.015 ac.	
Private Sidewalk:	62 sq.ft.		62 sq.ft.		
Private Drive:	449 sq.ft.		449 sq.ft.		
Unit 2305			Unit 2306		
Building w/garage:	1,090 sq.ft.	0.024 ac.	1,887 sq.ft.	0.040 ac.	
Limited C.A.:	708 sq.ft.	0.013 ac.	837 sq.ft.	0.017 ac.	
Common Area:	810 sq.ft.	0.015 ac.	2,998 sq.ft.	0.062 ac.	
Private Sidewalk:	62 sq.ft.		99 sq.ft.		
Private Drive:	449 sq.ft.		449 sq.ft.		

Certification of Filing:

Per Ordinance Z-40B-03 adopted by the Common Council of the City of Carmel, Indiana, on June 2, 2003, the real estate described in this Condominium plat was rezoned from S-1 Single Family Residential district to the R-4 Single and Multiple Family district.

On September 16, 2004 the Carmel Plan Commission granted Secondary Plat approval for a Condominium project, Docket No. 04010003SP on this site. I have reviewed the Condominium plat of Weston Pointe and verify that it is consistent with the aforementioned approvals. **Plan Approved.**

By: *[Signature]* **11/15/05**
Michael J. Hollibaugh, Director
Director of Department of Community Services
Carmel, Indiana