

CROSS REFERENCE

10/00
CROSS REFERENCE

DECLARATION
AND
BY - LAWS

840066393

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
OF
PREMISES AT
INDIANAPOLIS, INDIANA
PURSUANT TO THE HORIZONTAL PROPERTY LAW OF THE
STATE OF INDIANA

NAME -- WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME

This instrument was prepared by
JOHN W. VAN BUSKIRK

STARK DONINGER MERNITZ & SMITH
1030 Merchants Plaza, East Tower
Indianapolis, Indiana 46204

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER - INDIAN CC.
AUG 24 12 08 PM '84

AUG 24 02 10 95
DULY ENTERED
FOR TAXATION
COUNTY AUDITOR
John W. Van Buskirk

DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
 FOR
 WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME
 INDEX TO DECLARATION

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I.	DEFINITIONS	3
II.	CONDOMINIUM UNITS	5
III.	COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES . . .	7
IV.	GENERAL PROVISIONS AS TO CONDOMINIUM UNITS AND COMMON AREAS	10
V.	INCORPORATION OF ASSOCIATION	20
VI.	COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY	23
VII.	INSURANCE, AND DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS	27
VIII.	EXPANDABLE CONDOMINIUM	36
IX.	REMEDIES	41
X.	RECREATIONAL FACILITIES	42
XI.	GENERAL PROVISIONS	44
EXHIBIT A--REAL ESTATE DESCRIPTION - Phase I		
EXHIBIT B--SCHEDULE OF PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES		
EXHIBIT C--BY-LAWS		

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS
FOR
WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made and entered into by E & F REALTY CO., an Indiana general partnership (hereinafter referred to as "Declarant"):

W I T N E S S E T H T H A T:

WHEREAS, Declarant owns certain real estate located in Marion County, Indiana, more particularly described as follows:

TRACT I

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said quarter-section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 788.225 feet; thence North 00 degrees 05 minutes 26 seconds West 25.000 feet; thence North 75 degrees 54 minutes 20 seconds West 84.534 feet to a non-tangent curve concave Northerly, having a central angle of 16 degrees 00 minutes 00 seconds and a radius of 1100.916 feet; thence Westerly along said curve an arc distance of 307.434 feet (said arc being subtended by a chord having a bearing of North 82 degrees 06 minutes 00 seconds West and a length of 306.435 feet) thence North 74 degrees 06 minutes 00 seconds West 98.152 feet; thence North 01 degree 12 minutes 08 seconds West 68.008 feet to the point of beginning of the herein-described parcel; thence North 74 degrees 06 minutes 00 seconds West 66.008 feet to the West line of the East half of said quarter-section; thence North 00 degrees 33 minutes 00 seconds Wests along said West line 505.536 feet to a point on the Westerly right-of-way of Wellesley Boulevard as per Warranty Deed, recorded January 3, 1974, as Instrument #74-518 in the Office of the Recorder of Marion County, Indiana and also to a non-tangent curve concave Northeasterly, having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 185.000 feet; thence Southeasterly along said curve an arc distance of 256.533 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 236.468 feet); thence South 00 degrees 00 minutes 00 seconds West 66.361 feet; thence North 90 degrees 00 minutes 00 seconds East 70.764 feet; thence South 00 degrees 00 minutes 00 seconds West 230.47 feet; thence South 90 degrees 00 minutes 00 seconds West 126.00 feet; thence South 00 degrees 00 minutes 00 seconds West 46.32 feet; thence South 90 degrees 00 minutes 00 seconds West 29.30 feet to the point of beginning.

TRACT II

A part of the Northeast Quarter of Section 36,
Township 16 North, Range 4 East, Marion County,
Indiana, more particularly described as follows:

Commencing at the Southeast corner of said
quarter-section; thence South 89 degrees 54 minutes
34 seconds West along the South line thereof
416.998 feet; thence North 00 degrees 25 minutes
43 seconds West 981.768 feet to the point of beginning
of the herein described parcel: thence continuing
North 00 degrees 25 minutes 43 seconds West
633.000 feet; thence South 89 degrees 27 minutes
00 seconds West 507.547 feet; thence South 00 degrees
33 minutes 00 seconds East 183.128 feet; thence North
89 degrees 27 minutes 00 seconds East 48.000 feet;
thence South 00 degrees 00 minutes 00 seconds West
385.870 feet; thence South 90 degrees 00 minutes
00 seconds West 260.958 feet thence South 00 degrees
00 minutes 00 seconds West 37.000 feet; thence South
90 degrees 00 minutes 00 seconds West 123.000 feet to
a point on the Easterly right-of-way of Wellesley
Boulevard as per Warranty Deed recorded January 3,
1974, as Instrument #74-518, in the Office of the
Recorder of Marion County, Indiana; thence the
following three (3) courses along the Easterly and
Northerly right-of-way of Wellesley Boulevard; thence
South 00 degrees 30 minutes 00 seconds East
298.068 feet to the point of curvature of a curve
concave Northeasterly, having a central angle of
79 degrees 27 minutes 00 seconds and a radius of
115.000 feet; thence Southeasterly along said curve an
arc distance of 159.466 feet (said arc being subtended
by a chord having a bearing of South 40 degrees
16 minutes 30 seconds East and a length of 146.994
feet); thence South 80 degrees 00 minutes 00 seconds
East 552.894 feet; thence North 10 degrees 00 minutes
00 seconds East 491.092 feet; thence North 90 degrees
00 minutes 00 seconds East 118.804 feet to the point
of beginning.

(hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant is the owner in fee simple of a portion
of the Real Estate more particularly described in Exhibit "A"
attached hereto and by reference made a part hereof
(hereinafter referred to as "Phase I"); and

WHEREAS, Declarant intends to improve the Real Estate with
an expandable condominium project containing a maximum of
200 residential units to be known as Wellington Commons
Horizontal Property Regime; and

WHEREAS, it is the desire and intention of Declarant to
enable Phase I and such other portions of the Real Estate as
Declarant may from time to time subject to this Declaration,

84 66393

together with all buildings, structures, improvements, fixtures and property of whatsoever kind thereon, and all easements, rights, appurtenances and privileges belonging or in anywise pertaining thereto (hereinafter referred to as the "Property"), to be owned by Declarant and by each successor in interest of Declarant under that certain type or method of ownership commonly known as an expandable condominium, and to submit the Property to the provisions of the Horizontal Property Law of the State of Indiana; and

WHEREAS, Declarant, acting under direction of the parties authorized to direct Declarant, has elected to establish, for the benefit of Declarant and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be known as "Wellington Commons Horizontal Property Regime", certain easements, privileges and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarant has further elected to declare that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership of the Property and to facilitate the proper administration thereof and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant, as the owner of Phase I, and for the purposes set forth, DECLARES AS FOLLOWS:

84 66393

ARTICLE I

DEFINITIONS

1. For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "Act" means the Horizontal Property Law of the State of Indiana, I.C. 32-1-6-1, et seq. The Act is incorporated herein by reference.

(b) "Amenities" shall mean the recreational areas and amenities which may be provided to the Co-owners as set forth in Article X hereof.

(c) "Association" means Wellington Commons Homeowners Association, Inc., an Indiana not-for-profit corporation, being the association of Co-owners of Wellington Commons, more particularly described in Article V hereof.

(d) "Board" or "Board of Directors" means the governing body of the Association, being the initial Board of Directors referred to in the By-Laws or subsequent Board of Directors elected by the Co-owners in accordance with the By-Laws, and as further described in Article V.

(e) "Buildings" means any structure on the Real Estate in which one or more Condominium Units are located. The Buildings are more particularly described and identified on the Plans and in Article II of this Declaration. Such term also includes any additional structures containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided, and will be identified in supplemental declarations and on plans that will be filed therewith.

(f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration as Exhibit "C" and incorporated herein by reference.

(g) "Carport Rights" means the right to park one (1) passenger automobile in a Carport at any time and from time to time. The holder of a Carport Right shall be entitled to park a passenger automobile in a designated Carport.

(h) "Carports" means that portion of the Limited Common Areas and Facilities designated in the Plans as Carports.

(i) "Common Areas" means the Common Areas and Facilities and the Limited Common Areas and Facilities.

(j) "Common Areas and Facilities" means all portions of the Property, except the Condominium Units, as defined more particularly in Article III of this Declaration.

(k) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the

84 66393

Common Areas and Facilities and Limited Common Areas and Facilities (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.

(l) "Condominium Unit" means each one of the living units constituting a part of the Property, each individual living unit being more particularly described in the Plans and in Article II of this Declaration and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. Such term also includes the undivided percentage interest in Common Areas and Facilities and Limited Common Areas and Facilities.

(m) "Co-owners" means the Owners of all the Condominium Units.

(n) "Declarant" means and refers to E & F Realty Co., an Indiana general partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant. A mortgagee acquiring title by virtue of foreclosure against the Declarant or by acceptance of a deed in lieu of foreclosure does not assume the prior obligations or liabilities of the Declarant.

(o) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

(p) "Wellington Commons" means the name by which the Property and the Horizontal Property Regime shall be known.

(q) "Limited Common Areas and Facilities" means a portion or portions of the Common Areas and Facilities which are designated by this Declaration, the Plans or action of the Board as being Limited Common Areas and Facilities reserved for the use of a certain Condominium Unit or Condominium Units to the exclusion of the other Condominium Units. The Carports, if any, shall be Limited Common Areas and Facilities reserved for use by Owners of Condominium Units which have Carport Rights.

(r) "Owner" means the record owner, whether one or more Persons, of a fee simple title to any Condominium Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(s) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Facilities and Limited Common Areas and Facilities appertaining to each Condominium Unit as specifically expressed in Article III of this Declaration.

(t) "Percentage Vote" means that percentage of the total vote accruing to all of the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof. The Percentage Vote to which each owner shall be entitled on any matter upon which the Co-owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Condominium Unit.

(u) "Person" means a natural individual, corporation, partnership, association, trust or other legal entity or any combination thereof capable of holding title to real property.

(v) "Phase I" means the real estate described on Exhibit "A" and such other portions of the Real Estate which have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or a supplemental declaration as herein provided.

(w) "Plans" means the site plan of the Real Estate showing location of the Buildings in relation to "lot lines" and the floor plans of the Buildings and the Condominium Units, submitted pursuant to the provisions of the Act, all of which are incorporated herein by reference.

(x) "Property" means Phase I and such other portions of the Real Estate as may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided, all improvements and structures constructed or contained therein or thereon, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Owners, but not including the personal property of the Owners.

ARTICLE II

CONDOMINIUM UNITS

1. Description and Ownership. The legal description of each Condominium Unit shall consist of an identifying symbol of numbers and/or letters for each Condominium Unit as shown on the Plans and on Exhibit "B". Every deed, lease, mortgage or other instrument shall describe a Condominium Unit by its identifying number or symbol as shown on the Plans, and every such description shall be deemed good and sufficient for all purposes. No Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause a Condominium Unit to be separated into any tracts or parcels different from the whole Condominium Unit as shown on the Plans.

84 68393

2. Appurtenances. Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Condominium Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Condominium Unit or which may be necessary for the safety, support, maintenance, use, and operations of the Building or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the boundaries of such Condominium Unit. Also, the interior sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, whether or not located within or partly within the boundaries of a Condominium Unit, and all interior walls and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.

3. Boundaries. The boundaries of each Condominium Unit shall be shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, roofs and perimeter walls of each Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession,

maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit, but within the appropriate wall, floor or roof surfaces of the Condominium Unit.

4. Certain Structures Not Constituting Part of A Condominium Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through a Condominium Unit and serving more than that Condominium Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Condominium Unit, except as a tenant-in-common with all other Owners.

ARTICLE III

COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND FACILITIES

1. Description of Common Areas and Facilities. Except as otherwise provided herein or on the Plans, Common Areas and Facilities shall consist of (1) the Property, excluding the Condominium Units, (2) the foundations, columns, girders, beams, supports, other structural portions of the Buildings and exterior surfaces of roofs of the Buildings, (3) the yards, gardens, sidewalks, drives and parking areas, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Common Areas and Facilities, (4) central electricity, gas, water and sanitary sewer mains serving the Buildings, if any, (5) exterior lighting fixtures and electrical service lighting the exterior of the buildings unless separately metered to a particular Condominium Unit, (6) pipes, ducts, electrical wiring and conduits and public utilities lines which serve more than one Condominium Unit, (7) all streets that are not dedicated,

84 66393

(8) floors, roofs and exterior perimeter walls of the Buildings, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Common Areas and Facilities, (9) all facilities and appurtenances located outside of the boundary lines of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Common Areas and Facilities or as part of the Condominium Unit, and (10) such other areas as are designated on the Plans.

2. Description of Limited Common Areas and Facilities.

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

(a) The halls, corridors, lobbies, stairs, stairways, entrances and exits of each Building, if any (except those located within the interior of Condominium Units) shall be limited to the use of the Condominium Units of such Building.

(b) Patios and porches, together with an area, if any, around such patio or porch specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or appertain; provided, however, that any Owner of a Condominium Unit desiring to fence in such area around his patio or porch so designated on the Plans shall first obtain the written approval as to the location, size, style, material, design, color and architecture of said fence from the Board and provided further that the Owner to whose Condominium Unit said fence is or is to be attached shall construct and maintain the fence and any gates therein and maintain the area enclosed by the fence all at his own expense.

(c) The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they appertain.

84 66393

(d) Carports, if any, as herein provided.

(e) Any other areas designated and shown on the Plans as Limited Common Areas and Facilities shall be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans.

3. Ownership and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities, as tenants in common with all other Owners, equal to his Condominium Unit's Percentage Interest. The Percentage Interest in the Common Areas appertaining to each Condominium Unit is set forth in Exhibit "B" attached hereto. The Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and which constitute a part of Wellington Commons. Except as otherwise provided or permitted herein and except as further altered by the addition of additional Condominium Units through the inclusion of additional portions of the Real Estate, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and then only if in compliance with all requirements of the Act.

The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Wellington Commons and the Association upon which the Co-owners are entitled to vote.

ARTICLE IV

GENERAL PROVISIONS AS TO CONDOMINIUM UNITS AND COMMON AREAS

1. Submission of Property to Act. The Property is hereby submitted to the provisions of the Act.

84 66393

2. No Severance Of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to a Condominium Unit without including therein both the Owner's interest in the Condominium Unit and the Condominium Unit's corresponding percentage of ownership in the Common Areas, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements. (a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the Buildings, any part of the Common Areas encroach or shall hereafter encroach upon any part of any Condominium Unit, or, if by reason of the design or construction of any Condominium Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Areas for any reasonable use appurtenant to that Condominium Unit, which will not unreasonably interfere with the use or enjoyment of the Common Areas by other Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Condominium Unit encroach or shall hereafter encroach upon any part of any Condominium Unit, valid easements for the maintenance of such encroachment and for such use of the Common Areas are hereby established and shall exist for the benefit of such Condominium Unit or the Common Areas, as the case may be, so long as all or any part of the Buildings shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Areas be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

(b) Utility Easements. All public utilities, including cable television companies, serving the Property are hereby granted the right to install, lay, construct, renew, alter, remove, repair, replace, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into, over, under, along, on and through any portion of the Common Areas for the purpose of providing utility services to the Property. The Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Areas, and each Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register or record for and in the name of all the Owners, such instrument or instruments as may be necessary to effectuate the foregoing.

(c) Carports. In the event that Carports are now or hereafter constructed upon the Property, the Carports shall be Limited Common Areas and Facilities. Each Owner who has a Carport Right or Rights shall have the right and easement to the exclusive use of the Carport or Carports which serve his Condominium Unit. The Carports shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time consistent with the terms of this Declaration. Provided, however, there shall be no obligation on Declarant or the Association to construct Carports.

(d) Easements To Run With The Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or other evidence of obligation, to the easements and rights described

84 66393

in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Condominium Unit as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4. Use of the Common Areas and Facilities. Subject to the provisions of Paragraph 3 of this Article, each Owner shall have the right to use the Common Areas and Facilities (except the Limited Common Areas and Facilities) in common with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Condominium Unit owned by each Owner. Such rights shall extend to the Owner and the members of such Owner's immediate family and guests and other occupants and visitors. The use of the Common Areas and Facilities and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and rules and regulations of the Board.

84 66393

5. Maintenance of Common Areas: Common Expenses. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas shall be the responsibility of the Board. Each Owner (other than Declarant or a builder) shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas and other Common Expenses. Maintenance, repair and replacement of the Carports shall be furnished by the Board as part of the Common Expenses and the Board, at its option, may separately assess the costs with respect to the Carports to those Owners holding Carport Rights. Such proportionate share shall be in the same ratio as the percentage of ownership in the Common Areas as set forth in Exhibit "B", as amended from time to time by supplemental declarations as herein provided. Payment thereof shall be in

84 66393

such amount and at such times as may be provided by the By-Laws or rules and regulations of the Board. In the event of the failure of an Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Owner in the Property pursuant to the terms of the Act. Abandonment of a Condominium Unit or non-use of the Common Areas by an Owner shall not relieve such Owner from his obligation to pay his proportionate share of Common Expenses. Notwithstanding the foregoing, the following provisions shall apply to payment of Common Expenses: **84 66393**

Commencing on the first day of the calendar month following conveyance of the first Condominium Unit by Declarant and continuing until the earlier of one (1) year after the date this Declaration was recorded or the first day of the calendar month following the date that seventy-five (75) of the Condominium Units have been conveyed by Declarant, each Owner of a Condominium Unit (other than Declarant or a builder) shall pay monthly as his proportionate share of Common Expenses such amount as shall be determined by Declarant to be required to offset the expenses incurred by the Association for its maintenance responsibilities hereunder; provided, however that such amount to be paid by each such Owner to whom a Condominium Unit shall have been conveyed shall not exceed the sum of \$95.00 per month; and provided, further that Declarant at any time may elect to terminate the provisions of this subparagraph and upon such termination, each Owner shall commence paying his proportionate share of Common Expenses as described herein and in the By-Laws.

6. Carports; Carport Rights; Parking Area; Parking. The number of Carport Rights shall not exceed the lesser of the number of Carports delineated on the Plans (as amended from

time to time as herein provided) or two hundred (200) (the "Maximum Number of Carport Rights"). Declarant shall have the unrestricted right and power to sell and assign Carport Rights to Owners of Condominium Units (either at or after conveyance of the Condominium Unit) until the first to occur of (a) the assignment of the Maximum Number of Carport Rights, (b) the sale of two hundred (200) Condominium Units by Declarant, or (c) Declarant relinquishes its right and power to assign additional Carport Rights by the giving of written notice thereof to the Association. The deed of conveyance from the Declarant to any purchaser of a Condominium Unit receiving a Carport Right shall state that the Condominium Unit shall have a Carport Right. Carport Rights may also be assigned to a Condominium Unit after conveyance to a purchaser by an instrument executed by Declarant and duly recorded. After a Carport Right is assigned and designated by number, letter or identifying symbol to the Owner, such designation shall not be changed without the consent of the Owner holding such Carport Right. Until Declarant's right to assign Carport Rights terminates, Declarant shall be deemed to hold that number of Carport Rights equal to 200 less the number of Carport Rights assigned to Owners by Declarant and Declarant shall have the right to delegate any of such Carport Rights to tenants of Condominium Units owned by Declarant on such terms as the Declarant, in its sole discretion, deems appropriate. After Declarant's right to assign Carport Rights terminates, Declarant shall be deemed to hold only that number of Carport Rights which are actually assigned to Condominium Units owned by Declarant.

84 66393

The Association shall maintain a record of which Condominium Units have Carport Rights assigned to them. A Carport Right shall be appurtenant to and shall run with title to the Condominium Unit to which it is assigned; provided that, any Owner whose Condominium Unit has a Carport Right may (but

only with the written consent of his first mortgagee, if any) transfer the Carport Right to another Condominium Unit. The transfer of a Carport Right shall be made by recording an appropriate document evidencing the transfer. Upon the recording of such document and receipt of written notice thereof, the Association shall change its records to show that the Carport Right is assigned to the transferee's Condominium Unit. Neither the initial assignment nor the subsequent transfer of a Carport Right shall affect the undivided Percentage Interest in the Common Areas and Facilities and Limited Common Areas and Facilities of any Condominium Unit. Subject to such reasonable rules and regulations as shall be set by the Board, an Owner may lease his Carport Right to the occupant of any Condominium Unit upon such terms as the lessor shall deem advisable.

Any portion of the Property allocated to parking purposes other than a Carport shall be part of the Common Areas and Facilities and shall be subject to the reasonable rules and regulations of the Board.

7. Separate Real Estate Taxes. It is intended and understood that real estate taxes are to be separately assessed and taxed to each Condominium Unit and that the Common Areas are to be separately taxed to each Condominium Unit in accordance with the Owner's corresponding percentage of ownership in the Common Areas and Facilities. In the event that, for any year, such taxes are not separately taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Areas.

84 66393

8. Utilities. Each Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to his Condominium Unit by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses, unless otherwise determined by the Board.

9. Insurance. Each Owner shall be responsible for his own insurance on the contents of his own Condominium Unit, and for additions and improvements thereto and decorating and furnishings and personal property therein; and for personal property stored elsewhere on the Property; and his personal liability insurance, except as provided in the By-Laws.

The Board shall obtain fire and extended coverage insurance insuring the Property as set forth in Article VII hereof. The Board shall obtain comprehensive public liability insurance in such limits as the Board shall deem appropriate, together with workmen's compensation insurance and other liability insurance, if deemed necessary or appropriate by the Board. Such insurance shall inure to the benefit of each Owner, the Association, the Board, and any managing agent or company acting on behalf of the Association. Such insurance coverage shall also cover cross liability claims of one insured against the other. The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Owner to his Condominium Unit unless and until such Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Condominium Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

84 66393

Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Board, its officers, members of the Board, the Declarant, the manager and managing agent of the Property, and their respective employees and agents, for damage to the Common Areas, the Condominium

Units, or to any personal property located in the Condominium Units or Common Areas caused by fire or other casualty.

10. Maintenance, Repairs and Replacements of Condominium Units.

(a) By the Board. The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Condominium Unit which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces, but including outside walls. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Condominium Unit boundaries exclusive of any portions of the foregoing which may be located at or beyond the wall, ceiling or floor outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration. The Board may replace and repair any window glass, window frames and doors, in the event any Owner fails to do so as provided in subparagraph (b) of this Paragraph 10 of this Article, but the expense of same shall be paid by the defaulting Owner.

84 66393

(b) By the Owner. Except as otherwise provided in subparagraph (a) above, each Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Condominium Unit and all of the window glass, window frames and doors appurtenant thereto, and all internal installations of such Condominium Unit such as televisions, refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air-conditioning fixtures (including air-conditioning condenser units, heat pumps and the like, whether located inside or outside of a Unit) or installations, and any portion

of any other utility service facilities located within the Condominium Unit boundaries; provided however, such maintenance, repairs and replacements as may be required for the bringing of water or electricity to the Condominium Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repair and replacements to be furnished to Condominium Units as a Common Expense. No Owner shall make any alterations or additions to his Condominium Unit which affects the structural integrity of any other Condominium Unit or Building.

(2) All of the decorating within his own Condominium Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors, and ceilings as lie within the boundaries of his Condominium Unit as shown on the Plans, and such Owner shall maintain such portions in good condition and repair at his sole expense. All such maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of window glass in all windows forming part of perimeter wall of a unit shall be cleaned or washed at the expense of each respective Owner. Decorating of the Common Areas (other than interior surfaces within the Condominium Units as above provided), and any redecorating of Condominium Units to the extent made necessary by any damage to existing decorating of such Condominium Units caused by maintenance, repair or replacement work on the Common Areas by the Board,

84 66393

shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Owners set forth in the Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Property.

11. Negligence of Owner. If, due to the negligent act or omission of an Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Condominium Unit or Condominium Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board. **84 66393**

12. Joint Facilities. To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or the Common Areas, then the use thereof by the individual Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Buildings, shall be entitled to reasonable access to the individual Condominium Units as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving other Condominium

Units or the Common Areas, and the use thereof by the individual Owners shall be subject to the reasonable rules and regulations of the Board.

13. Alterations, Additions and Improvements. No alterations of any Common Areas or any additions or improvements thereto shall be made by any Owner without the prior written approval of the Board nor shall any Owner make any alteration in or to his respective Condominium Unit which would affect the safety or structural integrity of the Building in which the Condominium Unit is located. Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so altered. No such change shall increase the number of Condominium Units nor change the Percentage Interest applicable to such Condominium Unit. If Declarant shall make any changes in the Condominium Units so authorized, such changes shall be reflected by a recorded supplement to the Plans and such supplement to the Plans need not be approved by the Association or any other Owners.

84 66393

ARTICLE V

INCORPORATION OF ASSOCIATION

1. Association. Declarant, upon the sale of one (1) or more of the Condominium Units, shall cause to be incorporated a not-for-profit corporation under the laws of the State of Indiana, to be called Wellington Commons Condominium Owners' Association, Inc. which corporation shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. Upon the formation of the Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's

Condominium Unit, at which time the new Owner shall automatically become a member therein. The Association shall have one class of member.

All members of the Association shall abide by the rules and regulations of the Association. The operation of the Association shall be more fully described in its Articles of Incorporation which shall be filed within thirty (30) days after the sale of one (1) or more of the Condominium Units by Declarant. In the event of such incorporation, the By-Laws shall become the By-Laws of the Association. Until such incorporation, there is hereby created an association of Owners to be known as the Wellington Commons Condominium Owners' Association ("Unincorporated Association"). Each Owner shall be a member of the Unincorporated Association and the Association, but membership shall terminate when such person ceases to be an Owner. The Association shall elect a Board of Directors in accordance with and as prescribed by the By-Laws.

Until such time as the Board provided for in this Declaration is formed, and until such time thereafter as Declarant shall have consummated the sale of fifty (50) Condominium Units, the Declarant, or its nominee, shall exercise the power, rights, duties and functions of the Board; provided however, that Declarant may relinquish such powers, rights, duties and functions at any time prior to such time should Declarant deem such action to be reasonable or appropriate.

84 66393

2. Liability Of The Board. Neither the members of the Board nor the officers thereof shall be liable to the Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions found by a court to constitute willful misconduct in the performance of duty. The Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the members of the Board

and each of the officers against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers on behalf of the Owners or the Association, or arising out of their status as Board members or officers, unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claims, action, suit or proceeding, whether civil, criminal, administrative or other in which any member of the Board or officers may be involved by virtue of such person being or having been such member or officer; provided, however, that such indemnity by the Association shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in any manner determined by the Board (who may be counsel regularly retained by the Association) there is not reasonable ground for such person or officer being adjudged liable for willful misconduct in the performance of his duties as such member. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board against any liability or settlement based on asserted liability incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Paragraph 2 of this Article.

84 66393

ARTICLE VI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Condominium Units and Common Areas shall be occupied and used as follows:

1. Each Condominium Unit or any two or more adjoining Condominium Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose without the prior consent of the Board. That part of the Common Areas separating any two or more adjoining Condominium Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Condominium Units in such manner and upon such reasonable conditions as shall be determined by the Board in writing.
2. There shall be no obstruction of the Common Areas and Facilities, or Limited Common Areas and Facilities serving more than one (1) Condominium Unit, nor shall anything be stored in the Common Areas and Facilities, or Limited Common Areas and Facilities serving more than one (1) Condominium Unit (except in areas designed for such purpose), without the prior written consent of the Board except as hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Condominium Units.
3. Nothing shall be done or kept in any Condominium Unit or in the Common Areas which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without the prior written consent of the Board. Owners shall not permit anything to be done or kept in their respective Condominium Units or in the Common Areas which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.
4. Owners shall be individually responsible for insuring their personal property in their respective Condominium Units, their personal property stored elsewhere on the Property and

84 66393

their personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as provided herein.

5. Owners shall not cause or permit anything to be placed on the outside walls, doors and windows of the Buildings or in the Common Areas, and no sign, awning, canopy, shutter, air-conditioning unit, radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior consent of the Board.

6. In order to enhance the sound conditioning of the Buildings, the floor covering for any Condominium Units located above another Condominium Unit or Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

7. No animals of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas, except that dogs, cats or other usual household pets may be kept in Condominium Units, subject to the limitations hereinafter set forth in this Paragraph and to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose. Any such pet kept in violation of the limitations of this Paragraph or in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days' written notice from the Board.

84 66393

8. No unlawful, noxious or offensive activity shall be carried on in any Condominium Unit or in the Common Areas, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the reasonable judgment of the Board, a nuisance to the other Owners or occupants.

9. Nothing shall be done in any Condominium Unit or in, on or to the Common Areas which will impair the structural

integrity of a Building or which would structurally change a Building except as is otherwise provided herein.

10. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas except as may be allowed under reasonable rules and regulations enacted by the Board. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose.

11. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Condominium Unit.

12. No "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

13. Nothing shall be altered or constructed in or removed from the Common Areas, except upon the written consent of the Board.

84 66393

14. No repair work shall be done on the Property on any vehicles, including passenger automobiles unless performed within an enclosed garage. Any vehicle which is inoperative or is not being used for normal transportation shall not be permitted to remain on any of the Common Areas and the Board, after written notice to any Owner violating this provision, may cause any such vehicle to be removed at such Owner's expense.

15. No additional building shall be erected or located within Wellington Commons other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such a supplement or amendment to the Declaration, without the consent of the Board.

16. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Condominium Unit in the Property, Declarant, builders purchasing Units from Declarant, their agents, successors and assigns, hereby reserve the right: (a) to lease or sell any such Condominium Units; (b) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sale or leasing of Condominium Units on the Property; (c) to maintain sales and business offices on the Property, including model Condominium Units for display, to facilitate the sale or leasing of Condominium Units thereon; and (d) to utilize the Common Areas and Facilities and, as appropriate, the Limited Common Areas and Facilities for ingress, egress and parking in connection with the sale and leasing of Condominium Units on the Property.

17. The Condominium Unit restrictions in this Article VI shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal use for housing and not in violation of this Article VI.

84 66393

ARTICLE VII

INSURANCE, AND DAMAGE OR DESTRUCTION
AND RESTORATION OF BUILDINGS

1. Insurance. The Board shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Property in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas. If the Board can obtain such coverage for reasonable amounts they shall also obtain *all

risk" coverage. The Board shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the mortgagees of each Condominium Unit upon the following terms and conditions.

84 66393

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board, who shall act as the insurance trustee and hold such proceeds for the benefit of the insured parties. In the event that the Board has not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to a part or all of the Property resulting in a loss, the Board shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount to be determined by a majority vote of a meeting of the Co-owners but not to exceed 125% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and the respective mortgagees. The proceeds shall be used or disbursed by the Association or Board, as appropriate, only in accordance with the provisions of this Declaration.

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Paragraph 2 hereunder.

The Co-owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, the Board, any committee or organ of the Association or Board, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Wellington Commons, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of Wellington Commons. **84 66397**

The Co-owners, through the Association, shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board shall from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross

liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board his right to adjust with the insurance companies all losses under policies purchased by the Board.

The premiums for all such insurance hereinabove described shall be paid by the Association as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

84 66393

In no event shall any distribution of proceeds be made by the Board directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his mortgagee jointly.

Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his Condominium Unit (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Property, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Condominium Unit but such insurance shall provide that it shall be without

contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

The Board shall also obtain insurance or a surety bond covering each member of the Board, the officers of the Association and such other persons as the Board shall determine to indemnify the Association against acts of fraud or dishonesty by such persons. Such insurance shall, if reasonably possible, contain coverage for any insurance proceeds received. The expenses of such insurance or surety bond shall be a Common Expense.

84 66393

2. Casualty and Restoration.

(a) Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of two-thirds (2/3) of all Co-owners at a special meeting of the Association called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Association shall be called and held within ninety (90) days after any fire or any other casualty or

disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such ninety (90) day period, or if the determination of whether or not there has been a complete destruction of all the Buildings has not been made within such ninety (90) day period, then it shall be conclusively presumed that the Co-owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

84 66393

(b) If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are not insurance proceeds, and if the Property is not to be removed from the horizontal property regime, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of Condominium Units in proportion to the ratio that the Percentage Interest of each Condominium Unit bears to the total Percentage Interest of all Condominium Units. Any such amounts payable by the Co-owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein and in the Act.

(c) For purposes of subparagraph (a) and (b) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Condominium Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(d) If, under subparagraph (a) above, it is determined by the Co-owners at the special meeting of the

Association referred to therein that there has been a complete destruction of all of the Buildings, the Co-owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Building shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Co-owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of two-thirds (2/3) of all of the Co-owners a decision is made to rebuild, reconstruct and repair the Buildings. If two-thirds (2/3) of all of the Co-owners vote and decide that the Buildings are to be rebuilt, reconstructed and repaired, the insurance proceeds, if any, received by the Association shall be applied and any excess of construction costs over insurance proceeds, if any, received by the Association shall be contributed and paid as hereinabove provided in subparagraphs (a) and (b). **84 66393**

(e) IF, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3) of all of the Co-owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act:

(i) the Property shall be deemed to be owned in common by the Condominium Owners;

(ii) the undivided interest in the Property owned in common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

(iii) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Condominium Unit Owner in the Property; and

(iv) the Property shall be subject to an action for partition at the suit of any Condominium 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 (1) fund and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property, after first paying out of the respective shares of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Condominium Unit Owner.

84 66393

(f) Immediately after a fire or other casualty or disaster causing damage to any property for which the Board or Association has the responsibility of maintenance and repair, the Board shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires.

(g) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair is less than Twenty-Five Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed

in the manner hereinafter provided in the following paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of the Building or other improvement is more than Twenty-Five Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect or engineer qualified to practice in Indiana and employed by the Board to supervise such work, payment to be made from time to time as the work progresses. The architect or engineer shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the architect or engineer for the services and materials described; and (3) that the costs as estimated by said architect or engineer for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(iii) Encroachments upon or in favor of Condominium Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the

84 66393

Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

(iv) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Board as a reserve or may be used in the maintenance and operation of the Common Areas, or, in the discretion of the Board of Managers it may be distributed to the Owners in the Buildings affected and their mortgagees who are the beneficial owners of the fund. The action of the Board in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

84 66393

ARTICLE VIII

EXPANDABLE CONDOMINIUM

1. Expandable Condominium and Declarant's Reserved Rights. Wellington Commons is and shall be an "expandable condominium", as defined in the Act, and Declarant expressly reserves the right and option to expand the Property and Wellington Commons in accordance with the provisions of the Act and the following provisions:

(a) The real estate described and defined herein as Phase I is the real estate being subjected to the Wellington Commons Horizontal Property Regime by this Declaration and constitutes the first phase of the general plan of development of the Real Estate. The balance of the Real Estate is the area into which expansion of Wellington Commons may be made by Declarant. The maximum number of Condominium Units which may be developed on the Real Estate, including Condominium Units under Phase I as

defined in this original Declaration, shall be two hundred (200). Subject to said limit as to the maximum number of Condominium Units to be developed on the Real Estate, Wellington Commons may be expanded by Declarant to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding Wellington Commons to include other portions of the Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before November 1, 1993. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Wellington Commons beyond Phase I or any other portions of the Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above. **84 66393**

(b) The Percentage Interest which will appertain to each Condominium Unit in Wellington Commons as Wellington Commons may be expanded from time to time by Declarant in accordance with the terms hereof (including the Percentage Interest which appertains to each of the Condominium Units included in this original Declaration) shall be equal and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been subjected and submitted to this Declaration and then constitute a part of Wellington Commons.

(c) Simultaneously with the recording of amendments or supplements to this Declaration expanding Wellington Commons, Declarant shall record new Plans as required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Areas on the same basis as the Condominium Units depicted in the prior Plans. Such reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating those changes has been recorded.

(d) When the amendment or supplement to the Declaration incorporating the addition of Condominium Units or expansion of Common Areas, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Areas described in the Declaration and shall attach to the reallocated Percentage Interests in the Common Areas as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interest appertaining to additional Condominium Units being added by the amendment or supplement to the Declaration are subject to mortgage and liens upon the recordation of the amendment or supplement to the Declaration. **84 66393**

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this Article. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be

deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such amendment or supplement to this Declaration that is recorded, as follows:

(i) The portion of the Real Estate described in each such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration.

(ii) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be and be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

84 66393

(iii) Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall, upon the recording of each amendment or supplement to this Declaration, be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration

and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

(iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Condominium Unit to so amend and reallocate the Percentage Interest in the Common Areas appurtenant to each Condominium Unit.

(v) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas included in land to which Wellington Commons is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas and the ownership of any such Condominium Unit and lien of any such mortgage shall automatically include and attach to such additional Common Areas as such amendments or supplements to this Declaration are recorded.

(vi) Each Owner shall have a perpetual easement, appurtenant to his Condominium Unit for the use of any such additional Common Areas described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (also known as Limited Common Areas and Facilities) of specific Condominium Units as may be provided in any such amendment or supplement to this Declaration.

84 66393

(vii) The recording of any such amendment or supplement to this Declaration shall not alter the

amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.

(viii) Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.

84 66393

(ix) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article to comply with the Act as it may be amended from time to time.

2. Reservation of Rights to the Use of the Common Areas.

(a) If, at any time, and from time to time, any portion of the Real Estate has not been subjected and submitted to this Declaration or to the Act by an amendment or supplement to this Declaration and the owner or owners of such portion or portions of the Real Estate not so subjected to the Declaration or to the Act develop single- or multi-family dwelling units on such portions then the owner or owners of such portions of the Real Estate shall have the benefit of the Common Areas or portions thereof, to include the roads, the clubhouse (if any) and associated facilities, for the use of the persons and families living in such dwelling units upon the same terms and conditions as the use of such Common Areas by the Owners of the Condominium Units, their families and guests. The owner or owners of such portions of the Real Estate shall then pay for the use of such facilities based on the cost of operation and maintenance of such facilities for the year of such usage and

based on the number of living units so entitled to utilize such facilities in proportion to all of the living units on the Real Estate exclusive of real estate subjected to the Act and the Condominium Units. The owner or owners of such living units shall make payments for the usage provided herein to the Association at the same time as the Owners of the Condominium Units pay their assessments to the Association.

ARTICLE IX

84 66393

REMEDIES

Abatement and Enjoinment. The violation of any rule or regulation adopted by the Board, or the breach of any restriction, covenant, By-Law or provision herein contained, shall give the Board the right: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Declarant, its beneficiaries, successors or assigns, the Board and its agents, shall not thereby be deemed guilty in any manner of trespass; and (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve per cent (12%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of such defaulting Owner's respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Condominium Unit of such defaulting Owner and upon all of the additions and improvements thereto. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

ARTICLE X

RECREATIONAL FACILITIES

1. Use of Amenities. Each Owner of a Condominium Unit shall have the right of use and enjoyment of certain recreational facilities and other amenities now owned by the Wellington Green, Phase I Co-Owners Association (hereinafter called the "Wellington Green"). Such facilities and amenities are more particularly described and defined in the Amended and Restated Recreational Area Lease, dated July 1, 1983, by and between Wellington Green and Wellington Green Recreational, Inc. recorded as Instrument No. 83-48522 in the Office of the Recorder of Marion County, Indiana (hereinafter called the "Lease") and the Sublease Agreement, dated July 1, 1983, by and between Wellington Green Recreational, Inc. and Declarant recorded as Instrument No. 83-48523 in the Office of the Recorder of Marion County, Indiana (hereinafter called the "Sublease") and the rights and duties of Co-Owners are more particularly described therein. As additional portions of the Real Estate are subjected to the Act and this Declaration as herein provided, such additional portions of the Real Estate shall likewise be brought under the terms and provisions of the Lease and Sublease. Each Owner, his family, guests, and invitees shall thereafter be entitled to the use and enjoyment of the Amenities as provided in the Lease and Sublease. The Co-owners shall have an ownership interest in the Amenities only through the Lease and Sublease and shall have no Percentage Interest in the Amenities and the Amenities shall not be deemed to be Common Areas for purposes of the Act and this Declaration.

84 66393

2. Lien for Assessments. Each Condominium Unit shall be subject to the lien for Amenities assessments as provided in the Lease and Sublease. Such Amenities assessments shall be subordinate to the lien of any first mortgage, and any such first mortgages taking title to any Unit by foreclosure or deed in lieu of foreclosure shall take free and clear of any assessments made prior to the date of such acquisition. Such assessments shall be of equal priority with the assessments

levied hereunder; provided, however, nothing contained herein or in the Lease and Sublease shall be construed to allow a lien upon the Real Estate or any portion thereof as a whole but rather any such lien shall attach only upon the appropriate Condominium Unit. Each Owner of a Condominium Unit, by acceptance of the deed therefor, shall be deemed to have accepted the terms and provisions of the Lease and Sublease and to have agreed to be personally liable for the assessments made pursuant thereto.

84 66393

ARTICLE XI

GENERAL PROVISIONS

1. Until such time as the Board provided for in this Declaration is formed Declarant, or its nominee, shall exercise and perform the powers, rights, duties and functions of the Board.
2. Upon written request to the Board, the holder of any duly recorded mortgage secured by any Condominium Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Condominium Unit is subject to such mortgage. Upon written request to the Board, the holder of a recorded first mortgage covering a Condominium Unit shall be given written notice of any default in the performance by the Owner of such Condominium Unit of any obligation under this Declaration which is not cured within any applicable cure period, or, if there is no such cure period, within sixty (60) days after default.
3. Each Owner hereby waives and releases any and all claims which such Owner may have against any other Owner, occupant, the Association, its officers, members of the Board, the Declarant and its beneficiaries, the managing agent, if any, and their respective employees and agents, for damage to the Common Areas and Facilities, the Condominium Units, or to any personal property located in the Condominium Units or Common Areas and Facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

4. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be, at the address of the Association as provided in the By-Laws, or the address of the respective Condominium Unit, if addressed to an Owner, or at such other address as herein provided. The Association or Board may designate a different address for notices by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices by giving written notice of such change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States first class mail, or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in the mailbox or at the door of the Owner's Condominium Unit.

5. Notices required to be given any devisee, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at the address appearing in the records of the Court wherein the estate of such deceased Owner is being administered. **84 66393**

6. Each grantee of the Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, each purchaser, and each tenant under a lease for a Condominium Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance and lease.

7. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

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

84 66393

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

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five per cent (75%) in the aggregate of the Percentage Vote. In the event any Condominium Unit is subject to a first mortgage, such mortgagees shall be notified of the meeting and the proposed amendment in the same manner as an Owner if such mortgagees have given prior notice of its mortgage interest to the Board in accordance with the provisions of the By-Laws. During the three (3) year period commencing upon the date this Declaration is recorded, no Amendment shall be effective without the written consent of Declarant.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without

the approval of one hundred per cent (100%) of the Co-owners, except for changes pursuant to Article VIII herein, or (2) the provisions of Article VII of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all mortgagees whose mortgage interests have been made known to the Board in accordance with the provisions of the By-Laws.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

84 66393

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board, any mortgagees or any other person to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, (ii) such amendment or supplement is made to implement expansion of the Property and Wellington Commons pursuant to Declarant's reserved rights to so expand the same as set forth in Article VIII hereof; or (iii) such amendment is recorded prior to the earlier of (1) the date on which Declarant has sold 50 Condominium Units, or (2) January 1, 1985.

9. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

10. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class residential condominium project.

11. The Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and the Property are incorporated into this Declaration by reference, and have been filed in the office of the Recorder of Marion County, Indiana, as Instrument No. 84-66392.

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused this Declaration to be signed by its duly authorized general partner this 20 day of August, 1984.

E & F REALTY CO.

By: Franklin L. Jackson
Franklin L. Jackson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

84 66393

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, general partner of E & F Realty Co., an Indiana general partnership, who, having been duly sworn, acknowledges the execution of the foregoing Declaration for and on behalf of said partnership.

GIVEN under my hand and Notarial Seal this 20 day of August, 1984.

Deborah L. Osborne
(Deborah L. Osborne) Notary Public

My Commission Expires:

Aug 5, 1985

My County of Residence:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "A"

PHASE I

Land being part of the Northeast Quarter of Section 36,
Township 16 North, Range 4 East, Marion County, Indiana, more
particularly described as follows:

Commencing at the Southeast corner of said Quarter-Section;
thence South 89 degrees 54 minutes 34 seconds West along the
South line thereof 417.00 feet; thence North 00 degrees 25
minutes 43 seconds West 981.77 feet; thence South 90 degrees 00
minutes 00 seconds West 118.80 feet; thence South 10 degrees 00
minutes 00 seconds West 319.49 feet to the point of beginning
of the land herein described; thence continuing South 10
degrees 00 minutes 00 seconds West 171.60 feet to a point on
the Northerly right-of-way of Wellesley Boulevard, as per
Warranty Deed recorded January 3, 1974 as Instrument No. 74-518
in the Office of the Recorder of Marion County, Indiana; thence
North 80 degrees 00 minutes 00 seconds West along said
right-of-way 88.85 feet; thence North 10 degrees 00 minutes 10
seconds East departing from said right-of-way 91.51 feet;
thence North 79 degrees 59 minutes 56 seconds West 23.36 feet;
thence North 16 degrees 26 minutes 42 seconds East 10.59 feet;
thence South 80 degrees 00 minutes 19 seconds East 103.16 feet
to the point of beginning, containing 0.385 acres, more or
less; subject, however, to all legal highways, rights-of-way
and easements.

84 66393

EXHIBIT "B"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	25%
1B	25%
1C	25%
1D	25%

84 66393

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Wellington Commons, as provided in this Declaration.

EXHIBIT "C"

CODE OF BY-LAWS

OF

WELLINGTON COMMONS CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the Association is the Wellington Commons Condominium Owners' Association, Inc. (hereinafter referred to as the "Association").

Section 2. Principal Office and Resident Agent. The post-office address of the principal office of the Association is 1030 Merchants Plaza, East Tower, Indianapolis, Indiana 46204; and the name and post-office address of its Resident Agent in charge of such office is John W. Van Buskirk, 1030 Merchants Plaza, East Tower, Indianapolis, Indiana 46204.

Section 3. Fiscal Year. The fiscal year of the Association shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

84 66393

ARTICLE II

Association Members

Section 1. Membership. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 2. Place of Meeting. All meetings of the members of the Association shall be held on the Property, or at such other reasonable place as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The initial meeting of the voting Members shall be held upon ten (10) days' written notice given by Declarant. Such written notice may be given at any time after at least thirty (30) Condominium Units are occupied by Owners, but must be given not later than thirty (30) days after 75% of the Condominium Units are occupied by Owners or twenty-four (24) months from the date hereof, whichever first occurs. The formation of the Association by Declarant shall not require Declarant to call the initial meeting of the voting Members any earlier than provided in the preceding sentence. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of October following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting Members not less than ten (10) days prior to the date fixed for said meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting Members, or for any other reasonable purpose.

Any such Special Meeting shall be called by written notice, authorized by a majority of the Board, or by the voting Members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which such meeting is called shall be delivered or mailed by the Secretary of the Association to each member of record of the Association entitled to vote at the meeting, at such address as appears on the records of the Association, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any Member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 6. Voting at Meetings.

84 66393

(a) Voting Rights. There shall be one person with respect to each Condominium Unit who shall be entitled to vote at any meeting of the Members. Such person shall be known as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Condominium Unit, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be one hundred (100), and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas and Facilities applicable to his or their Condominium Unit as set forth in Exhibit "B" attached to the Declaration. Declarant (or its nominee) may exercise the voting rights with respect to any Condominium Unit owned by it.

(b) Proxies. A Voting Member is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purpose of electing Members of the Board of Directors of the Association each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Member of the Board of Directors of the Association to be elected at such meeting.

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meetings.

Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting, even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary shall prepare or cause to be prepared a complete list of the Voting Members of the Association entitled to vote at such meeting arranged in alphabetical order with the address and number of votes entitled to be cast by each. Such list shall be on file in the principal office of the Association and shall be subject to inspection by any record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists, or to vote at such meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

84 66393

ARTICLE III

Board of Directors

Section 1. Number, Term of Office and Qualifications. The Board of Directors shall consist of three (3) Owners, at least one of whom must reside on the Property, except for the Board Members nominated or designated by Declarant. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. The Board shall be elected by the Voting Members at their annual meeting and shall hold office until the next ensuing annual meeting of the Voting Members or until their successors have been duly elected and qualified. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, and elect a successor at a meeting of the Voting Members called expressly for such purpose.

Section 2. Vacancies. Vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of members of the Board shall be filled by a majority vote of the remaining members of the Board, and each member so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. Notice specifying any increase in the number of members of the Board and the name, address and principal occupation of and other pertinent information about any member elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by two (2) or more members of the Board, at any place within or without the State of Indiana, upon twenty-four (24) hours' notice specifying the time, place and general purposes of the meeting, given to each personally, by telephone or telegraph; or notice may be given by mail if mailed at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting in writing. Attendance by a member at any meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for the transaction of any business, except for filling of vacancies in the Board of Directors which shall require action by a majority of the remaining members of the Board. Any act of the majority of the members of the Board present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these By-Laws. A majority of the Members present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, if prior to such action, a written consent thereto is signed by all the members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board.

84 66393

ARTICLE IV

Officers

Section 1. Number of Officers. The officers of the Association shall consist of a President, a Secretary, a Treasurer and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and the Secretary shall not be performed by the same person. The President shall be chosen from among the Members of the Board. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 4. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Association, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Association; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies in behalf of the Association, to execute, with the Secretary, powers of attorney appointing other associations, corporations, partnerships, or individuals the agent of the Association, all subject to the provisions of The Indiana Horizontal Property Act, as amended, the Declaration and this Code of By-Laws.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary at such meetings; shall give or cause to be given all notices provided for in these By-Laws or required by law; shall record all votes and the minutes of all proceedings of the meetings of the Voting Members and the Board in a book or books to be kept for that purpose and wherein resolutions shall be recorded; shall be custodian of the records of the Association; and, in general, shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6. Treasurer. The Treasurer shall keep correct and complete financial records and books of account showing accurately at all times the financial condition of the Association; shall be the custodian of the Association Funds; shall immediately deposit, in the name and to the credit of the Association all monies and other valuable effects of the Association in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Association as may be ordered by the Board or by the President; and in general shall exercise all powers, perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him by the Board or by the President.

84 - 66393

ARTICLE V

Books and Records

Section 1. Books and Records, in General. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures effecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be

requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Association, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Condominium Unit of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement. Any mortgagee of any Condominium Unit who wishes to participate in any decision or consent in which it is entitled to participate by reason of the Declaration or these By-Laws shall provide the Secretary of the Board with its name and address and the Condominium Unit on which it holds a mortgage so that it may be notified of any such pending decision or consent and participate therein. Failure to so notify the Board shall constitute waiver by any such mortgagee of the right to participate in such decision or consent.

ARTICLE VI

84 66393

Administration

Section 1. Board of Directors; Association. The direction and administration of the Property shall be vested in the Board of Directors ("Board"). The Owners, as described in the Declaration and in these By-Laws, shall elect the Board subject to any subsequent incorporation as provided in Article X of the Declaration of Condominium Ownership duly recorded herewith. Notwithstanding any other provisions herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Owners and the Association.

Section 2. Determination of Board to be Binding. Notwithstanding that the words "Board" and "Association" may in some instances be used interchangeably in various sections of these By-Laws or the Declaration, matters of dispute or agreement between Owners relating to the Property or with respect to interpretation or application of the provisions of the Declaration or these By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Owners.

Section 3. General Powers of the Board. The Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Areas and Facilities thereof for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 6 of this Article);
- (d) To formulate policies for the administration, management and operation of the Property and the Common Areas and Facilities thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Areas and Facilities and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Areas and Facilities and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, 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 Facilities and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

84 66393

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Owners; and

(j) To exercise all other powers and duties of the Board of Directors or Owners as a group referred to in the Indiana Horizontal Properties Act ("Act"), and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

Section 4. Specific Powers of the Board. The Board, for the benefit of the Board, the Association and all Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Areas and Facilities. Waste, water removal, electricity, and telephone, heat, power and other necessary utility services for the Common Areas and Facilities (and, if not separately metered or charged, for the Condominium Units);

(b) Casualty Insurance. Insurance for the Property against loss or damage by fire and those perils contained in extended coverage, vandalism and malicious mischief endorsements and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Areas and Facilities and the Condominium Units in accordance with Article VIII of the Declaration. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board as trustees for each of the Owners and their respective mortgagees in their respective percentages of ownership interest in the Common Areas and Facilities as established in Exhibit "B" to the Declaration. The Board may engage the services of any

bank or trust company authorized to do trust business in Indiana to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and the Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Condominium Unit so destroyed.

84 66393

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Buildings, or shall be otherwise disposed of, in accordance with the provisions of the Declaration and the Act; and the rights of the mortgagee of any Condominium Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of a Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the Company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee;

(c) Liability Insurance. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, Declarant, the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Areas and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses;

(d) Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services. The services of any person or firm employed by the Board, including, without limitation the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of the Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Areas and such furnishings and equipment for the Common Areas and Facilities as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Areas.

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium project or for the enforcement of the Declaration; 84 66393

(h) Certain Maintenance of Condominium Units. Maintenance and repair of any Condominium Unit as provided in the Declaration, and maintenance and repair of any Condominium Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Areas or any portion of a Building and the Owner or Owners of said Condominium Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair. The Board or its agents may enter any Condominium Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible; any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. The Board or its agents may enter any Condominium Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible; any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. The Board reserves the right to retain a pass key to each Condominium Unit, and no locks or other devices shall be placed on the doors to the Condominium Units to obstruct entry through the use of such pass key. In the event of any emergency originating in, or threatening, any Condominium Unit, or in the event of the Owner's absence from the Condominium Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Condominium Units immediately, whether the Owner is present or not.

(i) Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration) having a total cost in excess of Seventy-Five Thousand Dollars (\$75,000.00), nor shall the Board authorize any structural alterations, capital additions to, or

capital improvements of the Common Areas requiring an expenditure in excess of Seventy-Five Thousand Dollars (\$75,000.00), without in each case the prior approval of the Voting Members holding a majority of the total votes.

(j) Certain Utility Services to Condominium Units. The Board may pay from the maintenance fund for water, taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

84 66393

Section 5. Vouchers. All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

Section 6. Rules and Regulations; Management.

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Notwithstanding any other provisions herein, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board; provided, however, that it is expressly understood and agreed that Declarant expressly reserves the right to designate an initial managing agent or agents for a period not to exceed one (1) year from the date of the recording of these By-Laws and the rights of the Board to designate a different managing agent shall be in all respects subject to any or all contractual rights resulting from such initial designation of managing agent.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

ARTICLE VII

Assessments - Maintenance Fund

Section 1. Preparation of Estimated Budget. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance,

repairs, landscaping, fuel, power and other common utilities and Common Areas and Facilities, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in Exhibit "B" of the Declaration. On or before January 1 of the ensuing year, and on the first day of each month thereafter, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering of the accounting.

84 66393

Section 2. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "Estimated Cash Requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

Section 3. Budget for First Year. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 1 of this Article.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B" attached to the Declaration.

Section 6. Remedies for Failure to Pay Assessments. Each Owner shall be personally liable for all assessments made hereunder or pursuant to the Declaration and conveyance of the Condominium Unit by an Owner shall not extinguish the personal debt for all such assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority, for and on behalf of itself and the Association and as the representative of all Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, the Declaration or otherwise available at law or in equity for the collection of all such unpaid charges or assessments. Upon the failure of any Owner to pay any delinquent assessment within fifteen (15) days after written notice, the Board shall have the right to accelerate the entire unpaid balance of all assessments. In addition, if an Owner is in default in the monthly payments of the aforesaid charges or assessments after such notice, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Condominium Unit of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, notwithstanding any other provision of the Declaration or By-Laws, any first mortgage owned or held by or on behalf of any bank, insurance company, savings and loan association or other mortgagee shall be prior to any lien for Common Expenses, and where the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns shall not be liable for the shares of Common Expenses chargeable to such Condominium Unit which became due prior to the acquisition of title to such Condominium Unit by such acquirer.

84 66393

ARTICLE VIII

Execution of Instruments

Section 1. Checks, Drafts, Etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association shall be signed or endorsed by such officer or

officers, employee or employees of the Association as shall from time to time be designated by the Board.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board or required by law, by the President and attested by the Secretary.

ARTICLE IX

Amendments

Section 1. Amendments. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in Article XI of the Declaration, including the rights of Declarant to make amendments. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the earlier of the date on which Declarant shall have conveyed fifty (50) Condominium Units or January 1, 1984, without the consent and approval of Declarant.

84 66393

ARTICLE X

The Indiana Horizontal Property Act

The provisions of The Indiana Horizontal Property Law of the State of Indiana, as amended, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws.

RECEIVED FOR RECORD
BETH S. LAUGHLIN
RECORDER-MARION CO.
SEP 17 2 49 PM '84

840072611

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

CROSS REFERENCE

THIS AMENDMENT, executed this 11th day of September, 1984,
by E & F REALTY CO., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, as of this date Declarant owns all of the
condominium units within Wellington Commons; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to amend or correct
the Declaration:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends and corrects the Declaration as follows:

1. Paragraph 3 of Article II of the Declaration is hereby
deleted and in its place the following paragraph shall be
inserted:

"3. Boundaries. The boundaries of each
Condominium Unit shall be shown on the Plans without
regard to the existing construction measured between
the interior unfinished surface of the floors,
ceilings and perimeter walls of each Condominium
Unit. In the event any horizontal or vertical or
other boundary line as shown on the Plans does not
coincide with the actual location of the respective
wall, floor or ceiling surface of the Condominium Unit
because of inexactness of construction, settling after
construction, or for any other reasons, the boundary
lines of each Condominium Unit shall be deemed to be
and treated for purposes of ownership, occupancy,
possession, maintenance, decoration, use and
enjoyment, as in accordance with the actual existing
construction. In such case, permanent appurtenant
easements for exclusive use shall exist in favor of
the Owner of each Condominium Unit in and to such
space lying outside of the actual boundary lines of
the Condominium Unit, but within the appropriate wall,
floor or ceiling surfaces of the Condominium Unit."

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused this Declaration to be signed by its duly authorized general partner, this 11th day of September, 1984.

E & F REALTY CO.

BY: *Franklin L. Jackson*
Franklin L. Jackson, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, the general partner of E & F Realty Co., an Indiana partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment to Declaration and By-Laws of Wellington Commons Horizontal Property Regime for and on behalf of said partnership and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 11th day of September, 1984.

Deborah L. Osborne
(Deborah L. Osborne) Notary Public

My Commission Expires:

August 5, 1985

My County of Residence is:

Marion

84 72611



This Instrument was prepared by John W. Van Buskirk, Attorney.

CROSS REFERENCE

840081868

CROSS REFERENCE

11.02

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 4th day of October, 1984,
by E & F Realty Co., an Indiana general partnership ("Declarant"),
Witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration
to be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

RECEIVED FOR RECORD
DEPT. OF RECORDS
RECORDER OF MARION CO.
OCT 18 1984 10 58 AM '84

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The real estate more particularly described in
Exhibit "A" attached hereto and by reference made a part hereof,
being a portion of the Real Estate (as defined in the Declaration)
is hereby subjected to the Declaration and is hereby made a part

of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 84-81867 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin L. Jackson, General Partner

84 81868

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Franklin L. Jackson, a general partner of
E & F Realty Co., an Indiana general partnership, who, after
having been duly sworn, acknowledged the execution of the
foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 4th day of October,
1984.

Nancy M. Owens
Notary Public

NANCY M. OWENS
Notary Public, Marion Co., Ind.
My Comm. Expires Mar. 5, 1986

My Commission Expires:

March 5, 1986

My County of Residence is:

Marion

APPROVED THIS 18th
DAY OF October 19 84
ASSESSOR OF WARREN TOWNSHIP
J. M. Hammond DRAFTSMAN

This Instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "A"

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter-Section; thence South 89 degrees 54 minutes 34 seconds West along the south line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 118.80 feet; thence South 10 degrees 00 minutes 00 seconds West 120.36 feet to the point of beginning of the land herein described; thence continuing South 10 degrees 00 minutes 00 seconds West 199.13 feet; thence North 80 degrees 00 minutes 19 seconds West 103.16 feet; thence North 16 degrees 26 minutes 42 seconds East 125.70 feet; thence North 80 degrees 00 minutes 00 seconds West 170.90 feet; thence North 09 degrees 58 minutes 35 seconds East 45.19 feet to a tangent curve concave southeasterly, having a central angle of 90 degrees 01 minutes 22 seconds and a radius of 65.00 feet; thence northerly, northeasterly and easterly along said curve an arc distance of 102.13 feet (said arc being subtended by a chord having a bearing of North 54 degrees 59 minutes 20 seconds East and a length of 91.94 feet); thence South 80 degrees 00 minutes 03 seconds East 100.71 feet to a tangent curve concave Southwesterly, having a central angle of 43 degrees 22 minutes 07 seconds and a radius of 50.00 feet; thence easterly and southeasterly along said curve an arc distance of 37.35 feet (said arc being subtended by a chord having a bearing of South 58 degrees 19 minutes 05 seconds East and a length of 36.95 feet); thence South 36 degrees 38 minutes 00 seconds East 12.64 feet to a tangent curve concave northeasterly, having a central angle of 43 degrees 22 minutes 02 seconds and a radius of 50.00 feet; thence southeasterly and easterly along said curve an arc distance of 37.84 feet (said arc being subtended by a chord having a bearing of South 58 degrees 18 minutes 54 seconds East and a length of 36.95 feet); thence South 79 degrees 59 minutes 54 seconds East 16.40 feet to the point of beginning, containing 0.867 acres, more or less, subject; however, to all legal highways, rights-of-way and easements.

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	8.33%
1B	8.33%
1C	8.33%
1D	8.33%
2A	8.33%
2B	8.33%
2C	8.33%
2D	8.33%
5A	8.33%
5B	8.33%
5C	8.33%
5D	8.33%

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Wellington Commons, as provided in the Declaration.

84 81868

EXHIBIT "B"

840097847

CROSS REFERENCE

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

1100

THIS AMENDMENT, executed this 12th day of December, 1984,
by E & F Realty Co., an Indiana general partnership ("Declarant")

Witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The real estate more particularly described in
Exhibit "A" attached hereto and by reference made a part hereof,
being a portion of the Real Estate (as defined in the Declaration)
is hereby subjected to the Declaration and is hereby made a part

FULLY ENTERED
FOR TAXATION
DEC 13 1984 030913
COUNTY CLERK

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
DEC 13 3 49 PM '84

of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed, as of the day and year first written above.

E & F REALTY CO.

By: 


Franklin L. Jackson, General Partner

84 97847

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 12th day of December, 1984.


Nancy M. Owens
(Nancy M. Owens) Notary Public

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

84 . 97847

Exhibit A

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet to the Point of Beginning of the land herein described; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 268.88 feet; thence North 89 degrees 34 minutes 30 seconds East 111.33 feet; thence South 00 degrees 25 minutes 43 seconds East 309.74 feet to the Point of Beginning, containing 0.786 acres, more or less; subject, however, to all legal highways, rights-of-way and easements.

84 97847

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	5.55%
1B	5.55%
1C	5.55%
1D	5.55%
2A	5.55%
2B	5.55%
2C	5.55%
2D	5.55%
5A	5.55%
5B	5.55%
5C	5.55%
5D	5.55%
6A	5.55%
6B	5.55%
7A	5.55%
7B	5.55%
8A	5.55%
8B	5.55%

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Wellington Commons, as provided in the Declaration.

84 97847

RECORDED TO
CORRECT X-REFERENCE
ON PAGE 2 CROSS REFERENCE

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

840097847

840098628

5 PA NH

THIS AMENDMENT, executed this 12th day of December, 1984,
by E & F Realty Co., an Indiana general partnership ("Declarant"),
Witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The real estate more particularly described in
Exhibit "A" attached hereto and by reference made a part hereof,
being a portion of the Real Estate (as defined in the Declaration)
is hereby subjected to the Declaration and is hereby made a part

RECEIVED FOR RECORD
MARION COUNTY RECORDER
DEC 13 3 09 PM '84

RECEIVED FOR RECORD
MARION COUNTY RECORDER
DEC 13 3 49 PM '84

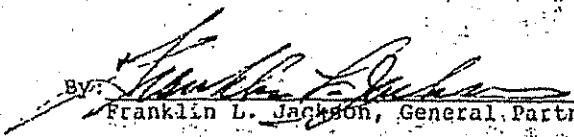
RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
DEC 18 8 28 AM '84

of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 84-97846^{DMW} in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed, as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin L. Jackson, General Partner

84 99628

~~84 97847~~

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 12th day of December, 1984.

Nancy M. Owens
(Nancy M. Owens) Notary Public

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

84 98628

~~84 97847~~

CROSS REFERENCE

850014265

CROSS REFERENCE

1200
13

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 27th day of FEBRUARY, 1985,
by E & F Realty Co., an Indiana general partnership ("Declarant"),
Witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The real estate more particularly described in
Exhibit "A" attached hereto and by reference made a part hereof,
being a portion of the Real Estate (as defined in the Declaration)
is hereby subjected to the Declaration and is hereby made a part

RECEIVED FOR RECORD
REITH OF LARCHER
RECORDER-MARION CO.
FEB 27 2 58 PM '85

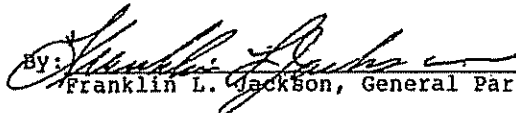
FILED FOR EXTENSION
FOR PAYMENT
FEB 27 85 00 4461
COUNTY CLERK

of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-14264 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed, as of the day and year first written above.

E & F REALTY CO.

BY: 
Franklin L. Jackson, General Partner

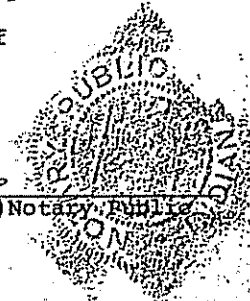
850014265

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 27th day of February, 1985.

W. M. Owens
(WANDA M. OWENS) Notary Public



My Commission Expires:

MARCH 5, 1986

My County of Residence is:

HEWDRICKS

850014265

Buildings # 21 and # 22 * WELLINGTON COMMONS * PHASE I

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet to the POINT OF BEGINNING of the land herein described; thence continuing South 90 degrees 00 minutes 00 seconds West 18.07 feet; thence South 10 degrees 00 minutes 00 seconds West 120.36 feet; thence North 79 degrees 59 minutes 54 seconds West 16.40 feet to the point of curvature of a tangent curve concave Northeasterly having a central angle of 43 degrees 22 minutes 02 seconds and a radius of 50.00 feet; thence Westerly and Northwesterly along said curve an arc distance of 37.84 feet (said arc being subtended by a chord bearing North 58 degrees 18 minutes 54 seconds West having a length of 36.95 feet); thence North 36 degrees 38 minutes 00 seconds West 12.64 feet to the point of curvature of tangent curve concave Southwesterly having a central angle of 43 degrees 22 minutes 07 seconds and a radius of 50.00 feet; thence Northwesterly and Westerly along said curve an arc distance of 37.85 feet (said arc being subtended by a chord bearing North 58 degrees 19 minutes 05 seconds West having a length of 36.95 feet); thence North 80 degrees 00 minutes 03 seconds West 16.74 feet; thence North 09 degrees 59 minutes 53 seconds East 34.95 feet; thence North 04 degrees 59 minutes 50 seconds East 10.00 feet; thence North 17 degrees 56 minutes 57 seconds East 59.62 feet; thence North 00 degrees 25 minutes 59 seconds West 92.94 feet; thence North 89 degrees 34 minutes 17 seconds East 105.84 feet; thence South 00 degrees 25 minutes 43 seconds East 90.99 feet; thence South 15 degrees 32 minutes 48 seconds East 19.38 feet; thence South 14 degrees 57 minutes 32 seconds East 22.10 feet to the POINT OF BEGINNING, containing 0.563 acres, more or less; subject, however, to all legal highways, rights-of-way and easements.

EXHIBIT "A"

850014265

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	4.54%
1B	4.54%
1C	4.54%
1D	4.54%
2A	4.54%
2B	4.54%
2C	4.54%
2D	4.54%
5A	4.54%
5B	4.54%
5C	4.54%
5D	4.54%
6A	4.54%
6B	4.54%
7A	4.54%
7B	4.54%
8A	4.54%
8B	4.54%
21A	4.54%
21B	4.54%
22A	4.54%
22B	4.54%

EXHIBIT "B"

850014265

CROSS REFERENCE

COPY

850020617

1100
1100

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 20th day of March,
1985, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration
to be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

FILED
MAR 20 1985
COUNTY CLERK
MARION COUNTY, INDIANA


RECEIVED & RECORDED
MAR 30 12 13 PM 1985
OFFICE OF THE RECORDER
MARION COUNTY, INDIANA

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-20616 in the Office of the Recorder of Merion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

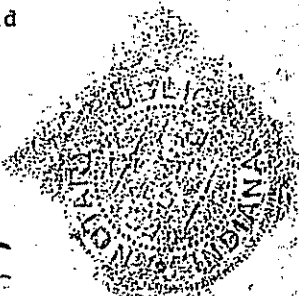

Franklin J. Jackson, General
Partner

850020617

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 20th day of March, 1985.


Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

This instrument was prepared by John W. Van Buskirk, Attorney

850020617

BUILDING NO. 23 * WELLINGTON COMMONS * PHASE I

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 118.80 feet; thence South 10 degrees 00 minutes 00 seconds West 120.36 feet; thence North 79 degrees 59 minutes 54 seconds West 16.40 feet to the point of curvature of a tangent curve concave Northeasterly having a central angle of 43 degrees 22 minutes 02 seconds and a radius of 50.00 feet; thence Westerly and Northwesterly along said curve an arc distance of 37.84 feet (said arc being subtended by a chord bearing North 58 degrees 18 minutes 54 seconds West having a length of 36.95 feet); thence North 36 degrees 38 minutes 00 seconds West 12.64 feet to a point of curvature of a tangent curve concave Southwesterly having a central angle of 43 degrees 22 minutes 07 seconds and a radius of 50.00 feet; thence Northwesterly and Westerly along said curve an arc distance of 37.85 feet (said arc being subtended by a chord bearing North 58 degrees 19 minutes 05 seconds West having a length of 36.95 feet); thence North 80 degrees 00 minutes 03 seconds West 16.74 feet to the POINT OF BEGINNING of the land herein described; thence continuing North 80 degrees 00 minutes 03 seconds West 83.97 feet to the point of curvature of a tangent curve concave Southerly having a central angle of 07 degrees 12 minutes 45 seconds and a radius of 65.00 feet; thence Westerly along said curve an arc distance of 8.18 feet (said arc being subtended by a chord bearing North 83 degrees 36 minutes 14 seconds West having a distance of 8.18 feet); thence North 02 degrees 47 minutes 01 seconds East 31.32 feet; thence North 04 degrees 58 minutes 42 seconds West 71.42 feet; thence South 84 degrees 59 minutes 54 seconds East 121.23 feet; thence South 00 degrees 25 minutes 59 seconds East 6.26 feet; thence South 17 degrees 56 minutes 57 seconds West 59.62 feet; thence South 04 degrees 59 minutes 50 seconds West 10.00 feet; thence South 09 degrees 59 minutes 53 seconds West 36.95 feet to the POINT OF BEGINNING, containing 0.251 acres, more or less, subject, however, to all legal highways, rights-of-way and easements.

850020617

1

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	4.16%
1B	4.16%
1C	4.16%
1D	4.16%
2A	4.16%
2B	4.16%
2C	4.16%
2D	4.16%
5A	4.16%
5B	4.16%
5C	4.16%
5D	4.16%
6A	4.16%
6B	4.16%
7A	4.16%
7B	4.16%
8A	4.16%
8B	4.16%
21A	4.16%
21B	4.16%
22A	4.16%
22B	4.16%
23A	4.16%
23B	4.16%

EXHIBIT "B"

850020617

CROSS REFERENCE 850030988

RECEIVED FOR RECORD
WITH PLAT FILED
RECORDED - 4/25/85

APR 25 2 45 PM '85

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

1100
⑤

THIS AMENDMENT, executed this 16th day of April,
1985, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

DULY ENTERED
FOR TAXATION
APR 25 1985 09 160
Donald M. Williams


hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 850030987 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & P Realty Co., has caused the Amendment to be executed as of the day and year first written above.

850030988

E & P REALTY CO.

BY: 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 16th day of April, 1985.

Nancy M. Owens
(Nancy M. Owens) Notary Public

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks



850030988

This instrument was prepared by John W. Van Buskirk, Attorney.

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.94%
1B	2.94%
1C	2.94%
1D	2.94%
2A	2.94%
2B	2.94%
2C	2.94%
2D	2.94%
5A	2.94%
5B	2.94%
5C	2.94%
5D	2.94%
6A	2.94%
6B	2.94%
7A	2.94%
7B	2.94%
8A	2.94%
8B	2.94%
21A	2.94%
21B	2.94%
22A	2.94%
22B	2.94%
23A	2.94%
23B	2.94%
9A	2.94%
9B	2.94%
10A	2.94%
10B	2.94%
11A	2.94%
11B	2.94%
12A	2.94%
12B	2.94%
17A	2.94%
17B	2.94%

850030938

EXHIBIT "B"

BUILDINGS NO. 9, 10, 11, 12 and 17 * WELLINGTON COMMONS * PHASE I

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1291.51 feet to the POINT OF BEGINNING of this description; thence South 89 degrees 34 minutes 30 seconds West 111.33 feet; thence North 00 degrees 25 minutes 43 seconds West 108.30 feet; thence South 89 degrees 34 minutes 17 seconds West 118.12 feet; thence North 00 degrees 33 minutes 06 seconds West 103.15 feet; thence North 89 degrees 27 minutes 00 seconds East 7.97 feet; thence North 00 degrees 32 minutes 48 seconds West 111.33 feet; thence North 89 degrees 27 minutes 00 seconds East 221.93 feet; thence South 00 degrees 25 minutes 43 seconds East 323.26 feet to the POINT OF BEGINNING, containing 1.348 acres, more or less; subject to all highways, rights-of-way and easements.

850030988

EXHIBIT "A"

CROSS REFERENCE

850051274

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

JULY ENTERED
FOR TAXATION
JUN 21 1985 15 32
COUNTY CLERK
George S. Hines

THIS AMENDMENT, executed this 18th day of June
1985, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

JUN 24 4 42 PM '85
RECEIVED FOR RECORD
BETH O'LEAUGHIN
RECORDER-MARION CO.

JUN 24 2 42 PM '85
RECEIVED FOR RECORD
BETH O'LEAUGHIN
RECORDER-MARION CO.


hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-51273 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

850051274

E & F REALTY CO.

BY: 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 18 day of June, 1985.


Nancy M. Owens) Notary Public

NANCY M. OWENS
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 6, 1986



My Commission Expires:
March 5, 1986

My County of Residence is:
Hendricks

850051274

This instrument was prepared by John W. Van Buskirk, Attorney.

Building #20 * WELLINGTON COMMONS * PHASE I

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds East 90.99 feet to the POINT OF BEGINNING of the land herein described; thence South 89 degrees 34 minutes 17 seconds West 105.84 feet; thence North 00 degrees 25 minutes 59 seconds West 102.01 feet; thence North 89 degrees 34 minutes 17 seconds East 105.85 feet; thence South 00 degrees 25 minutes 43 seconds East 102.01 feet to the POINT OF BEGINNING, containing 0.248 acres, more or less; subject to highways, rights-of-way and easements.

850051274

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.77%
1B	2.77%
1C	2.77%
1D	2.77%
2A	2.77%
2B	2.77%
2C	2.77%
2D	2.77%
5A	2.77%
5B	2.77%
5C	2.77%
5D	2.77%
6A	2.77%
6B	2.77%
7A	2.77%
7B	2.77%
8A	2.77%
8B	2.77%
9A	2.77%
9B	2.77%
10A	2.77%
10B	2.77%
11A	2.77%
11B	2.77%
12A	2.77%
12B	2.77%
17A	2.77%
17B	2.77%
20A	2.77%
20B	2.77%
21A	2.77%
21B	2.77%
22A	2.77%
22B	2.77%
23A	2.77%
23B	2.77%

850051274

CROSS REFERENCE

85 80234

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

DULY ENTERED
FOR TAXATION
SEP 17 85 025209
COUNTY AUDITOR
George L. Murray

1180
5

THIS AMENDMENT, executed this 5th day of August,
1985, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

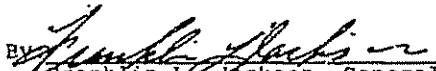
RECEIVED FOR RECORD
GETH OLAUGHLIN
RECORDER-MARION CO.
SEP 17 4 18 PM '85

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-80133 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

BY 
Franklin L. Jackson, General
Partner

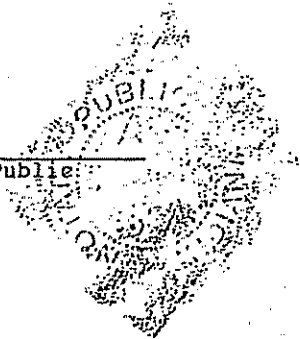
850080234

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 5th day of August, 1985.

Harold M. Owens
(Harold M. Owens) Notary Public
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 5, 1986



My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

850080234

This instrument was prepared by John W. Van Buskirk, Attorney.

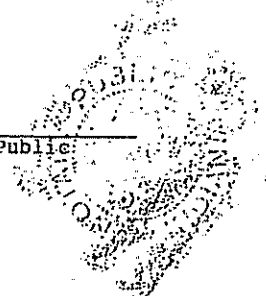
STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 5th day of August, 1985.

John M. Owens

JOHN M. OWENS) Notary Public
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 5, 1986



My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

850080234

This instrument was prepared by John W. Van Buskirk, Attorney.

BUILDING # 16

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 480.58 feet; thence South 89 degrees 27 minutes 00 seconds West 118.34 feet to the POINT OF BEGINNING; thence South 00 degrees 33 minutes 06 seconds East 103.15 feet; thence South 89 degrees 34 minutes 17 seconds West 118.61 feet; thence North 00 degrees 00 minutes 00 seconds East 102.91 feet; thence North 89 degrees 27 minutes 00 seconds East 117.62 feet to the POINT OF BEGINNING, containing 0.279 acres, more or less, subject to highways, rights-of-way and easements.

850080234

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.63%
1B	2.63%
1C	2.63%
1D	2.63%
2A	2.63%
2B	2.63%
2C	2.63%
2D	2.63%
5A	2.63%
5B	2.63%
5C	2.63%
5D	2.63%
6A	2.63%
6B	2.63%
7A	2.63%
7B	2.63%
8A	2.63%
8B	2.63%
9A	2.63%
9B	2.63%
10A	2.63%
10B	2.63%
11A	2.63%
11B	2.63%
12A	2.63%
12B	2.63%
16A	2.63%
16B	2.63%
17A	2.63%
17B	2.63%
20A	2.63%
20B	2.63%
21A	2.63%
21B	2.63%
22A	2.63%
22B	2.63%
23A	2.63%
23B	2.63%

EXHIBIT "B"

850080234

CROSS REFERENCE

850084467

11⁰⁰
15

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 30th day of September, 1985, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 94-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

SEP 30 11 08 AM '85
MARION COUNTY RECORDER
E & F REALTY CO.

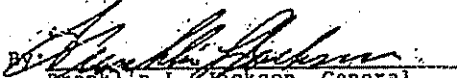
RECEIVED FOR RECORD
REC'D REC-MARION CO.
SEP 30 11 08 AM '85

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-34466 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.


Franklin L. Jackson, General
Partner

850084467

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 30th day of September, 1985.

Harriet M. Owens

)Notary Public.

My Commission Expires:

March 5, 1986.

My County of Residence is:

Hendricks

This instrument was prepared by John W. Van Buskirk, Attorney.

850084467

BUILDING # 15 * WELLINGTON COMMONS * PHASE I

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 03 degrees 25 minutes 43 seconds West 480.58 feet, thence South 89 degrees 27 minutes 00 seconds West 235.96 feet to the POINT OF BEGINNING, said point being the northwest corner of the plat of Building No. 16, Wellington Commons, Phase I as per plat thereof recorded as Instrument Number 85-80233 in the Office of the Recorder of Marion County, Indiana; thence North 00 degrees 00 minutes 00 seconds East 11.00 feet; thence South 89 degrees 27 minutes 00 seconds West 24.28 feet; thence North 00 degrees 32 minutes 51 seconds West 100.33 feet; thence South 89 degrees 27 minutes 00 seconds West 135.85 feet; thence South 00 degrees 33 minutes 00 seconds East 122.33 feet; thence North 89 degrees 27 minutes 00 seconds East 159.92 feet to a point on the west line of the aforesaid plat for Building No. 16; thence North 00 degrees 00 minutes 00 seconds East along said west line 11.00 feet to the place of beginning, containing 0.394 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record together with the following described easements:

TEMPORARY DRAINAGE AND UTILITY EASEMENT NO. 1

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, said part being more particularly described as follows:

Beginning at the northwesternmost corner of the plat of Wellington Commons, Phase I, Buildings 9, 10, 11, 12 and 17, the plat of which was recorded on April 25, 1985 as Instrument Number 85-30987 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 27 minutes 00 seconds West 149.77 feet; thence South 00 degrees 32 minutes 51 seconds East 25.00 feet; thence North 89 degrees 27 minutes 00 seconds East 149.77 feet; thence North 00 degrees 32 minutes 48 seconds West 25.00 feet to the place of beginning.

TEMPORARY DRAINAGE AND UTILITY EASEMENT NO. 2

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, said part being more particularly described as follows:

Commencing at a northwest corner of the plat of Wellington Commons, Phase I, Buildings 9, 10, 11, 12 and 17, the plat of which was recorded on April 5, 1985 as Instrument Number 85-30987 in the Office of the Recorder of Marion County, Indiana; said corner being on the centerline of Queensbridge Commons at the southwest corner of the land included with Building No. 12; thence South 89 degrees 27 minutes 00 seconds West along said centerline 125.59 feet; thence North 00 degrees 00 minutes 00 seconds East 11.00 feet; thence South 89 degrees 27 minutes 00 seconds West 24.28 feet; thence North 00 degrees 32 minutes 51 seconds West 17.00 feet; thence North 89 degrees 27 minutes 00 seconds East 149.77 feet; thence South 00 degrees 32 minutes 48 seconds East 28.00 feet to the place of beginning.

The above-described temporary easements shall remain in effect until the land across which they run is platted into Wellington Commons, Phase I, Horizontal Property Regime.

850084467

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.5%
1B	2.5%
1C	2.5%
1D	2.5%
2A	2.5%
2B	2.5%
2C	2.5%
2D	2.5%
5A	2.5%
5B	2.5%
5C	2.5%
5D	2.5%
6A	2.5%
6B	2.5%
7A	2.5%
7B	2.5%
8A	2.5%
8B	2.5%
9A	2.5%
9B	2.5%
10A	2.5%
10B	2.5%
11A	2.5%
11B	2.5%
12A	2.5%
12B	2.5%
15A	2.5%
15B	2.5%
16A	2.5%
16B	2.5%
17A	2.5%
17B	2.5%
20A	2.5%
20B	2.5%
21A	2.5%
21B	2.5%
22A	2.5%
22B	2.5%
23A	2.5%
23B	2.5%

EXHIBIT "B"

850084467

CROSS REFERENCE

850094230

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

RECEIVED
F. TAXATION

OCT 28 85029358

COUNTY CLERK
George A. Murray

1200
5

THIS AMENDMENT, executed this 28th day of October,
1985, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

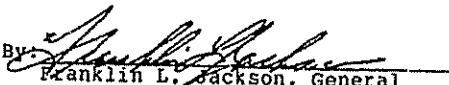
RECEIVED FOR RECORD
SETH O. LAUGHLIN
RECORDER-MARION CO.
OCT 28 3 24 PM '85

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-94229 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

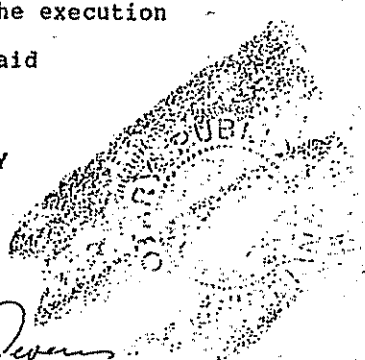
By: 
Franklin L. Jackson, General
Partner

850094230

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 27 day
of Oct, 1985.


Nancy M. Owens
NANCY M. OWENS) Notary Public
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 5, 1986

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

This instrument was prepared by John W. Van Buskirk, Attorney.

850094230

EXHIBIT "A"

BUILDINGS # 13 AND # 19 * WELLINGTON COMMONS * PHASE I

BUILDING # 13

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 480.58 feet; thence South 89 degrees 27 minutes 00 seconds West 110.37 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 27 minutes 00 seconds West 78.00 feet; thence North 00 degrees 32 minutes 48 seconds West 111.33 feet; thence North 89 degrees 27 minutes 00 seconds East 78.00 feet; thence South 00 degrees 32 minutes 48 seconds East 111.33 feet to the POINT OF BEGINNING, containing 0.199 acres more or less; subject to highways, rights-of-way and easements.

ALSO,

BUILDING # 19

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 193.00 feet to the POINT OF BEGINNING of the land herein described; thence South 89 degrees 34 minutes 17 seconds West 105.85 feet; thence North 00 degrees 25 minutes 59 seconds West 82.16 feet; thence North 89 degrees 34 minutes 20 seconds East 105.86 feet; thence South 00 degrees 25 minutes 43 seconds East 82.16 feet to the POINT OF BEGINNING, containing 0.200 acres more or less; subject to highways, rights-of-way and easements.

EXHIBIT "A"

856094230

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.27%
1B	2.27%
1C	2.27%
1D	2.27%
2A	2.27%
2B	2.27%
2C	2.27%
2D	2.27%
5A	2.27%
5B	2.27%
5C	2.27%
5D	2.27%
6A	2.27%
6E	2.27%
7A	2.27%
7B	2.27%
8A	2.27%
8B	2.27%
9A	2.27%
9B	2.27%
10A	2.27%
10B	2.27%
11A	2.27%
11B	2.27%
12A	2.27%
12B	2.27%
13A	2.27%
13B	2.27%
15A	2.27%
15B	2.27%
16A	2.27%
16B	2.27%
17A	2.27%
17B	2.27%
19A	2.27%
19B	2.27%
20A	2.27%
20B	2.27%
21A	2.27%
21B	2.27%
22A	2.27%
22B	2.27%
23A	2.27%
23B	2.27%

EXHIBIT "B"

850094230

CROSS REFERENCE

850111714

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

DUTY ENTERED
FOR TAXATION
DEC 17 65034684
COUNTY AUDITOR
George S. Mowery

1200
⑤

THIS AMENDMENT, executed this 17th day of DECEMBER,
1985, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

RECORDED FOR RECORD
RECORDING ASSOCIATION
RECORDED MARION CO. IN.
DEC 18 3 45 PM '85

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 85-111713 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

35J111714

E & F REALTY CO.

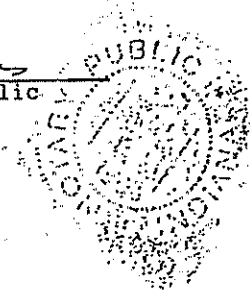
By Franklin L. Jackson
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 24 day of December, 1985.

Nancy M. Owens
NANCY M. OWENS)Notary Public
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 5, 1986



My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

350111714

This instrument was prepared by John W. Van Buskirk, Attorney.

LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89°54'34" West along the South line thereof 417.00 feet; thence North 00°25'43" West 981.77 feet; thence South 90°00'00" West 118.80 feet; thence South 10°00'00" West 120.36 feet; thence North 79°59'54" West 16.40 feet to the point of curvature of a tangent curve concave Northeasterly having a central angle of 43°22'02" and a radius of 50.00 feet; thence Westerly and Northwesterly along said curve an arc distance of 37.84 feet (said arc being subtended by a chord bearing North 58°18'54" West having a length of 36.95 feet); thence North 36°38'00" West 12.64 feet to the point of curvature of a tangent curve concave Southwesterly having a central angle of 43°22'07" and a radius of 50.00 feet; thence Northwesterly and Westerly along said curve an arc distance of 37.85 feet (said arc being subtended by a chord bearing North 58°19'05" West having a length of 36.95 feet); thence North 80°00'03" West 100.71 feet to the point of curvature of a tangent curve concave Southerly having a central angle of 07°12'45" and a radius of 65.00 feet; thence Westerly along said curve an arc distance of 8.18 feet (said arc being subtended by a chord bearing North 83°36'24" West having a distance of 8.18 feet) to the Point of Beginning of the herein described real estate; thence North 02°47'01" East 31.32 feet; thence North 04°58'42" West 71.42 feet; thence South 85°01'22" West 94.63 feet; thence South 00°00'00" West 91.00 feet; thence South 66°45'07" East 54.83 feet to a non-tangent curve concave southeasterly having a central angle of 47°06'23" and a radius of 65.00 feet; thence northeasterly and easterly along said curve an arc distance of 53.44 feet (said arc being subtended by a chord having a bearing of North 69°14'09" East and a length of 51.95 feet) to the point of beginning, containing 0.236 acres, more or less; subject to highways, rights-of-way and easements.

350111714

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.17%
1B	2.17%
1C	2.17%
1D	2.17%
2A	2.17%
2B	2.17%
2C	2.17%
2D	2.17%
5A	2.17%
5B	2.17%
5C	2.17%
5D	2.17%
6A	2.17%
6B	2.17%
7A	2.17%
7B	2.17%
8A	2.17%
8B	2.17%
9A	2.17%
9B	2.17%
10A	2.17%
10B	2.17%
11A	2.17%
11B	2.17%
12A	2.17%
12B	2.17%
13A	2.17%
13B	2.17%
15A	2.17%
15B	2.17%
16A	2.17%
16B	2.17%
17A	2.17%
17B	2.17%
19A	2.17%
19B	2.17%
20A	2.17%
20B	2.17%
21A	2.17%
21B	2.17%
22A	2.17%
22B	2.17%
23A	2.17%
23B	2.17%
24A	2.17%
24B	2.17%

350111714

CROSS REFERENCE

860006976

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

NOT ENTERED
FOR TAXATION

JAN 24 1986 002048

COUNTY AUDITOR

1107
(5)

THIS AMENDMENT, executed this 20th day of January, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD
OFFICE OF THE RECORDER
MARION COUNTY, INDIANA
JAN 24 2 16 PM '86

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-6975 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & I Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

BY Franklin L. Jackson
Franklin L. Jackson, General
Partner

86006976

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 20th day
of January, 1986.

Nancy M. Owens

)Notary Public

NANCY M. OWENS
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 5, 1988

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendricks

860006976

This instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "A"

LEGAL DESCRIPTION
BUILDING # 18 * WELLINGTON COMMONS * PHASE I

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 275.16 feet to the POINT OF BEGINNING; thence South 89 degrees 34 minutes 20 seconds West 117.90 feet; thence North 00 degrees 33 minutes 05 seconds West 102.02 feet; thence North 89 degrees 34 minutes 17 seconds East 118.12 feet; thence South 00 degrees 25 minutes 43 seconds East 102.02 feet to the point of beginning, containing 0.276 acres, more or less; subject to highways, rights-of-way and easements.

860006976

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	2.08%
1B	2.08%
1C	2.08%
1D	2.08%
2A	2.08%
2B	2.08%
2C	2.08%
2D	2.08%
5A	2.08%
5B	2.08%
5C	2.08%
5D	2.08%
6A	2.08%
6B	2.08%
7A	2.08%
7B	2.08%
8A	2.08%
8B	2.08%
9A	2.08%
9B	2.08%
10A	2.08%
10B	2.08%
11A	2.08%
11B	2.08%
12A	2.08%
12B	2.08%
13A	2.08%
13B	2.08%
15A	2.08%
15B	2.08%
16A	2.08%
16B	2.08%
17A	2.08%
17B	2.08%
18A	2.08%
18B	2.08%
19A	2.08%
19B	2.08%
20A	2.08%
20B	2.08%
21A	2.08%
21B	2.08%
22A	2.08%
22B	2.08%
23A	2.08%
23B	2.08%
24A	2.08%
24B	2.08%

860006976

EXHIBIT "B"

860006979

CROSS REFERENCE

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

1289

THIS AMENDMENT, executed this 20th day of January, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

RECORDED FOR TAXATION
JAN 4 1986 10 20 49
Marion County Recorder

RECEIVED FOR RECORDS
JAN 24 2 51 PM '86
REC'D BY HARRIS CO.

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-06979 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By Franklin L. Jackson
Franklin L. Jackson, General
Partner

860006979

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 20th day
of January, 1986.



Notary Public, IN
NANCY M. OWENS
Notary Public, Hendricks Co., IN
My Comm. Expires Mar. 5, 1988

My Commission Expires:

March 5, 1986

My County of Residence is:

Hendrick

This instrument was prepared by John W. Van Buskirk, Attorney.

860006979

EXHIBIT "A"

LEGAL DESCRIPTION
BUILDINGS # 25, 26, 27, 28 and 29
WELLINGTON COMMONS * PHASE I

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 480.58 feet; thence South 89 degrees 27 minutes 00 seconds West 235.96 feet to the POINT OF BEGINNING; thence South 00 degrees 00 minutes 00 seconds West 399.64 feet; thence South 25 degrees 09 minutes 06 seconds East 20.00 feet; thence South 05 degrees 25 minutes 15 seconds East 46.69 feet; thence South 85 degrees 01 minutes 22 seconds West 94.63 feet; thence North 65 degrees 26 minutes 31 seconds West 32.95 feet; thence North 00 degrees 00 minutes 00 seconds East 385.87 feet; thence South 89 degrees 27 minutes 00 seconds West 48.00 feet; thence North 00 degrees 33 minutes 00 seconds West 163.25 feet; thence South 37 degrees 47 minutes 20 seconds East 25.23 feet; thence South 12 degrees 57 minutes 16 seconds East 40.92 feet; thence South 51 degrees 45 minutes 07 seconds East 50.13 feet; thence North 89 degrees 27 minutes 00 seconds East 96.89 feet to the point of beginning, containing 1.399 acres, more or less; subject to highways, rights-of-way and easements

860006979

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.72%
1B	1.72%
1C	1.72%
1D	1.72%
2A	1.72%
2B	1.72%
2C	1.72%
2D	1.72%
5A	1.72%
5B	1.72%
5C	1.72%
5D	1.72%
6A	1.72%
6B	1.72%
7A	1.72%
7B	1.72%
8A	1.72%
8B	1.72%
9A	1.72%
9B	1.72%
10A	1.72%
10B	1.72%
11A	1.72%
11B	1.72%
12A	1.72%
12B	1.72%
13A	1.72%
13B	1.72%
15A	1.72%
15B	1.72%
16A	1.72%
16B	1.72%
17A	1.72%
17B	1.72%
18A	1.72%
18B	1.72%
19A	1.72%
19B	1.72%

20A	1.72%
20B	1.72%
21A	1.72%
21B	1.72%
22A	1.72%
22B	1.72%
23A	1.72%
23B	1.72%
24A	1.72%
24B	1.72%
25A	1.72%
25B	1.72%
26A	1.72%
26B	1.72%
27A	1.72%
27B	1.72%
28A	1.72%
28B	1.72%
29A	1.72%
29B	1.72%

CROSS REFERENCE

860014535

1850
①

SUPPLEMENTAL AMENDMENT TO DECLARATION
OF HORIZONTAL PROPERTY OWNERSHIP

This Supplemental Amendment to Declaration of Wellington Green Horizontal Property Ownership, said original Amendment to Declaration of Horizontal Property Ownership having been executed on July 11, 1983, and recorded on July 13, 1983, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-48521 ("Amendment to Declaration"), is hereby executed on the 13th day of February, 1986, with regard to the Wellington Green Horizontal Property Regime, Phase I, ("Regime"), and made by the Wellington Green Phase I Co-Owners Association ("Association")

W I T N E S S E T H:

WHEREAS, all of the Co-Owners of the Association ("Co-Owners"), had previously constituted, made and appointed its Board of Managers of the Association; through its officers, as evidenced by that certain Verification of Execution of Special Power of Attorney, dated May 11, 1983, and recorded on July 13, 1983, as Instrument No. 83-48519 in the Office of the Recorder of Marion County, Indiana, their true and lawful attorney-in-fact for the sole purpose of leasing, bargaining, selling and/or conveying the respective undivided percentage interest of each Co-Owner in and to the real estate described in Exhibit "A" hereto, which consisted of a tract of undeveloped portion of the Regime, said undeveloped real estate, having been subsequently withdrawn from the Regime by the terms of the Amendment as well as the terms of a certain conveyance of the aforementioned undeveloped real estate to E & F Realty Co., said conveyance set forth in a certain Warranty Deed and Grant of Easements dated July 11, 1983, and recorded on July 13, 1983, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-48518; and,

WHEREAS, due to the conveyance by the Association of said

RECEIVED FOR RECORDS
MARION COUNTY INDIANA
FEB 16 1986 4 24 7

RECEIVED FOR RECORDS
REC'D OF MARION CO.
FEB 19 2 47 PM '86

undeveloped portion of the Regime, the respective undivided percentage interests of each Co-Owner in and to the remaining real estate of the Regime, as described in Exhibit "B" hereto, has increased, and,

WHEREAS, Association and the Co-Owners wish to clarify and set out specifically the percentage interests of each Co-Owner in and to the remaining real estate of the Regime.

NOW, THEREFORE, Association hereby supplements the prior Amendment to Declaration as follows:

The respective undivided percentage interest of each Co-Owner in and to the Regime real estate described in Exhibit "B" hereto, is as set forth as follows:

<u>Building Number</u>	<u>Unit Number</u>	<u>Present and Modified Percentage of Interest</u>
1	1	1.255
1	2	1.243
1	3	.996
1	4	1.371
2	1	1.243
2	2	1.255
2	3	1.243
2	4	.996
2	5	1.243
2	6	1.371
3	1	1.255
3	2	1.243
3	3	1.255
3	4	1.243
4	1	1.230
4	2	1.206
4	3	1.230
4	4	1.206
4	5	1.230

4	6	1.489
9	1	1.111
9	2	1.111
9	3	1.111
9	4	1.111
9	5	1.111
9	6	1.111
9	7	1.111
9	8	1.111
10	1	1.111
10	2	1.111
10	3	1.111
10	4	1.111
10	4	1.111
10	5	1.111
10	6	1.111
10	7	1.111
10	8	1.111
11	1	1.111
11	2	1.111
11	3	1.111
11	4	1.111
11	5	1.111
11	6	1.111
11	7	1.111
11	8	1.111
12	1	1.111
12	2	1.111
12	3	1.111
12	4	1.111
12	5	1.111
12	6	1.111
12	7	1.111

12	8	1.111
13	1	1.111
13	2	1.111
13	3	1.111
13	4	1.111
13	5	1.111
13	6	1.111
13	7	1.111
13	8	1.111
14	1	1.230
14	2	1.206
14	3	1.230
14	4	1.206
14	5	1.230
14	6	1.489
15	1	1.206
15	2	1.489
15	3	1.206
15	4	1.489
30	1	1.111
30	2	1.111
30	3	1.111
30	4	1.111
30	5	1.111
30	6	1.111
30	7	1.111
30	8	1.111
33	1	1.111
33	2	1.111
33	3	1.111
33	4	1.111
33	5	1.111
33	6	1.111

33 7 1.111
33 8 1.111

A copy of the correspondence forwarded Mike Caron, of the Marion County, Warren Township Assessor's Office, explaining the procedure utilized for re-definition of percentage ownerships in the Wellington Green Regime, is set forth hereafter as Exhibit "C".

IN WITNESS WHEREOF, the undersigned has caused this Supplemental Amendment to Declaration of Horizontal Property Ownership to be executed the day and year above written.

WELLINGTON GREEN PHASE I
CO-OWNERS ASSOCIATION
"ASSOCIATION"

BY Edward B. Mayhew
EDWARD B. MAYHEW, PRESIDENT
BOARD OF MANAGERS OF WELLINGTON
GREEN PHASE I CO-OWNERS ASSOCIATION

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Edward B. Mayhew, Board of Managers of Wellington Green Phase I Co-Owners Association, who acknowledged the execution of the above Amendment to Declaration of Horizontal Property Ownership for and on behalf of said Wellington Green Phase I Co-Owners Association.

WITNESS my hand and Notarial Seal this 13th day of February, 1986.

Murray Clark
Notary Public: Marion
County of Residence: Marion



My Commission Expires:
11-4-89

My county of residence is Marion.
This instrument prepared by:

J. Murray Clark, Attorney at Law
120 E. Market Street, Suite 715
Indianapolis, IN 46204

PARCEL A

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of said Quarter-Section; thence South 89°54'34" West along the South line thereof 416.998 feet; thence North 00°25'43" West 981.768 feet to the point of beginning of the herein described parcel; thence continuing North 00°25'43" West 633.00 feet; thence South 89°27'00" West 507.547 feet; thence South 00°33'00" East 183.128 feet; thence North 89°27'00" East 48.000 feet; thence South 00°00'00" West 385.870 feet; thence South 90°00'00" West 260.958 feet; thence South 00°00'00" West 37.000 feet; thence South 90°00'00" West 123.000 feet to a point on the Easterly right-of-way of Wellesley Boulevard, as per Warranty Deed Recorded January 3, 1974 as Instrument No. 74-518 in the office of the Recorder of Marion County, Indiana; thence the following three (3) courses along the Easterly and Northerly right-of-way of said Wellesley Boulevard: (1) thence South 00°33'00" East 298.068 feet; (2) to a tangent curve concave Northeasterly, having a central angle of 79°27'00" and a radius of 115.000 feet; thence Southeasterly along said curve an arc distance of 159.466 feet (said arc being subtended by a chord having a bearing of South 40°16'30" East and a length of 146.994 feet); (3) thence South 80°00'00" East 552.894 feet; thence North 10°00'00" East 491.052 feet; thence North 90°00'00" East 118.804 feet to the point of beginning, containing 14.001 acres, more or less, subject, however, to all legal highways, rights-of-way and easements.

PARCELS B, C AND PART OF F

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of said Quarter-Section; thence South 89°54'34" West along the South line thereof 788.225 feet; thence North 00°05'26" West 25.000 feet; thence North 75°54'20" West 84.534 feet to a non-tangent curve concave Northerly, having a central angle of 16°00'00" and a radius of 1100.936 feet; thence Westerly along said curve an arc distance of 307.434 feet (said arc being subtended by a chord having a bearing of North 82°06'00" West and a length of 306.435 feet); thence North 74°06'00" West 98.152 feet; thence North 01°12'08" West 68.008 feet to the point of beginning of the herein-described parcel; thence North 74°06'00" West 66.008 feet to the West line of the East Half of said Quarter-Section; thence North 00°33'00" West along said West line 505.536 feet to a point on the Westerly right-of-way of Wellesley Boulevard as per Warranty Deed recorded January 3, 1974 as Instrument No. 74-518, and also to a non-tangent curve concave Northeasterly, having a central angle of 79°27'00" and a radius of 185.000 feet; thence Southeasterly along said curve (and said right-of-way) an arc distance of 256.533 feet (said arc being subtended by a chord having a bearing of South 40°16'30" East and a length of 236.468 feet); thence South 00°00'00" West 66.361 feet; thence North 90°00'00" East 70.764 feet; thence South 00°00'00" West 230.47 feet; thence South 90°00'00" West 126.00 feet; thence South 00°00'00" West 46.32 feet; thence South 90°00'00" West 29.30 feet to the point of beginning, containing 1.634 acres, more or less; subject, however, to all legal highways, rights-of-way and easements.

860014535

EXHIBIT "A"

TRACT

Part of the Northeast Quarter of Section 36,
Township 16 North, Range 4 East, in Marion
County, State of Indiana, more particularly
described as follows:

Commencing at the Southeast corner of the afore-
mentioned quarter section; running thence S
89°54'34" W on and along the South line thereof
a distance of 416.998 feet to the point of begin-
ning of the real estate described herein; con-
tinuing thence along the same line a distance
of 371.227 feet; running thence N 00°05'26" W
a distance of 25.000 feet; running thence N
75°54'20" W a distance of 84.534 feet to a
point on a curve concave North, said curve
having a radius of 1100.916 feet; running thence
westerly around said curve an arc distance
of 307.434 feet; said arc being subtended by
a chord having a bearing of N 82°06'00" W
and a length of 306.435 feet; running thence
N 74°06'00" W tangent to the last described
curve a distance of 98.152 feet; running
thence N 01°12'08" W a distance of 68.008
feet; running thence N 74°06'00" W a distance
of 66.008 feet; running thence N 00°33'00" W
on and along the West line of the East Half
of the Northeast Quarter a distance of 1455.897
feet; running thence N 89°27'00" E a distance
of 70.000 feet; running thence S 00°33'00" E
a distance of 233.128 feet; running thence
N 89°27'00" E a distance of 340.000 feet;
running thence N 00°33'00" W a distance of
183.128 feet; running thence N 89°27'00" E
a distance of 507.547 feet; running thence
S 00°25'43" E a distance of 1614.768 feet to
the point of beginning; containing in all
31.540 acres; subject, however, to all legal
highways, rights-of-way, and easements, and
excluding Wellesley Boulevard as shown on
the Plans and as described in Exhibit "D"
attached hereto.

860014535

Part of the West half of the Northwest quarter of Section 31, Township 16 North, Range 5 East and part of the Northeast quarter of Section 36, Township 16 North, Range 4 East, all in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter of the aforementioned Section 31; running thence N 89°11'26" E along the South line thereof a distance of 330.00 feet; running thence N 00°25'43" W a distance of 1450.000 feet to the northeast corner of the Metropolitan School District of Warren Township property as recorded by Instrument No. 8188-1963, the point of beginning of the real estate described herein; running thence S 89°11'26" W along the North line of said school property a distance of 747.000 feet to the northwest corner of said property; running thence N 00°25'43" W a distance of 164.753 feet; running thence S 89°27'00" W a distance of 520.000 feet; running thence N 00°33'00" W a distance of 50.000 feet; running thence S 89°27'00" W a distance of 297.547 feet; running thence N 00°25'44" W a distance of 225.000 feet; running thence N 60°25'43" W a distance of 550.000 feet; running thence N 00°25'43" W a distance of 550.000 feet; running thence N 89°49'04" E a distance of 372.283 feet; running thence S 00°33'00" E a distance of 300.000 feet; running thence N 89°49'04" E a distance of 300.000 feet; running thence N 00°33'00" W a distance of 300.00 feet; running thence N 89°49'04" E a distance of 492.783 feet; running thence S 00°25'43" E a distance of 300.000 feet; running thence N 89°49'04" E a distance of 300.000 feet; running thence S 00°25'43" E a distance of 275.661 feet; running thence N 89°49'04" E a distance of 244.000 feet; running thence N 89°29'26" E a distance of 330.000 feet; running thence S 00°25'43" E a distance of 693.790 feet to the point of beginning.

RECREATIONAL AREA

860014535

Part of the east half of the Northeast quarter of Section 36, Township 16 North, Range 4 East, in Marion County, State of Indiana, and being more particularly described as follows:

Commencing at the Southeast corner of the East half of the Northeast quarter of the aforementioned section; running thence S 89°54'34" W along the south line thereof a distance of 416.998 feet; running thence N 00°25'43" W along said East line a distance of 1614.768 feet to the Northeast of said addition; running thence S 89°27'00" W along the North line of said addition a distance of 507.547 feet to the point of beginning of the real estate described herein; continuing thence along the same line a distance of 12.453 feet; running thence N 00°33'00" W along the northeast property line of said addition a distance of 50.000 feet to a point on the North line thereof; running thence S 89°27'00" W along said North line a distance of 327.547 feet to a point on the east line of Wellesley Boulevard; running thence S 00°33'00" E along said East line a distance of 233.128 feet; running thence N 89°27'00" E a distance of 340.00 feet; running thence N 00°33'00" W a distance of 183.128 feet to the point of beginning; containing in all 1.805 Acres, subject, however, to all legal highways, rights-of-way and easements.

Less the following described real estate which consists of real estate withdrawn from the Regime by the terms of the Amendment as well as the terms of a certain conveyance of the real estate by the Association to E & F Realty Co. dated July 11, 1983:

PARCEL A

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of said Quarter-Section; thence South 89°54'34" West along the South line thereof 416.998 feet; thence North 00°25'43" West 981.768 feet to the point of beginning of the herein described parcel; thence continuing North 00°25'43" West 633.00 feet; thence South 89°27'00" West 507.547 feet; thence South 00°33'00" East 183.128 feet; thence North 89°27'00" East 48.000 feet; thence South 00°00'00" West 385.870 feet; thence South 90°00'00" West 260.958 feet; thence South 00°00'00" West 37.000 feet; thence South 90°00'00" West 123.000 feet to a point on the Easterly right-of-way of Wellesley Boulevard, as per Warranty Deed Recorded January 3, 1974 as Instrument No. 74-518 in the office of the Recorder of Marion County, Indiana; thence the following three (3) courses along the Easterly and Northerly right-of-way of said Wellesley Boulevard: (1) thence South 00°33'00" East 298.068 feet; (2) to a tangent curve concave Northeasterly, having a central angle of 79°27'00" and a radius of 115.000 feet; thence Southeasterly along said curve an arc distance of 159.466 feet (said arc being subtended by a chord having a bearing of South 40°16'30" East and a length of 146.994 feet); (3) thence South 80°00'00" East 552.894 feet; thence North 10°00'00" East 491.092 feet; thence North 90°00'00" East 118.804 feet to the point of beginning. Containing 14.001 acres, more or less, subject, however, to all legal highways, rights-of-way and easements.

PARCELS B, C AND PART OF F

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast Corner of said Quarter-Section; thence South 89°54'34" West along the South line thereof 788.225 feet; thence North 00°05'26" West 25.000 feet; thence North 75°54'20" West 84.534 feet to a non-tangent curve concave Northerly, having a central angle of 16°00'00" and a radius of 1100.916 feet; thence Westerly along said curve an arc distance of 307.434 feet (said arc being subtended by a chord having a bearing of North 82°06'00" West and a length of 306.435 feet); thence North 74°06'00" West 98.152 feet; thence North 01°12'08" West 68.008 feet to the point of beginning of the herein-described parcel; thence North 74°06'00" West 66.008 feet to the West line of the East Half of said Quarter-Section; thence North 00°33'00" West along said West line 505.536 feet to a point on the Westerly right-of-way of Wellesley Boulevard as per Warranty Deed recorded January 3, 1974 as Instrument No. 74-518, and also to a non-tangent curve concave Northeasterly, having a central angle of 79°27'00" and a radius of 185.000 feet; thence Southeasterly along said curve (and said right-of-way) an arc distance of 256.533 feet (said arc being subtended by a chord having a bearing of South 40°16'30" East and a length of 236.468 feet); thence South 00°00'00" West 66.361 feet; thence North 90°00'00" East 70.764 feet; thence South 00°00'00" West 230.47 feet; thence South 90°00'00" West 126.00 feet; thence South 00°00'00" West 46.32 feet; thence South 90°00'00" West 29.30 feet to the point of beginning, containing 1.634 acres, more or less; subject, however, to all legal highways, rights-of-way and easements.

860014535

LAW OFFICE
CLARK, CLARK, PAPPAS & QUINN
SUITE 115 125 EAST MARKET ST
INDIANAPOLIS, INDIANA 46204
TELEPHONE (317) 437-1221

ALEX M CLARK
JAMES C CLARK
ROSE A PAPPAS
THOMAS MICHAEL QUINN JR
JOHN M LIOSES
J MURRAY CLARK

JOSEPH M. HOWARD (1984)
THOMAS M. QUINN (1975)

September 28, 1983

Warren Township Assessor
9049 East 10th Street
Indianapolis, IN 46229

ATTN: Mike Caron

Re: Redefinition of Percentage Ownerships
in Wellington Green Condominium Units

Dear Mike:

Enclosed please find the modified percentages of interest with regard to the Wellington Green condominium units. I figured the modified percentages as follows:

Percentage of interest of the 86 homeowners - 40.610%

Factor to increase equally per unit's percentage of interest from 40.610% to 100%.

Prior percentage of interest multiplied by increase factor gives modified percentage of interest.

<u>Prior Percentage of Interest</u>	<u>Modified Percentage</u>	<u>Number of Units</u>
.405	.996	2
.451	1.111	56
.49	1.206	6
.50	1.230	6
.505	1.243	6
.51	1.255	4
.557	1.371	2
.605	1.489	4
		<u>86</u>

Please feel free to contact me with any questions you may have in this regard.

Very truly yours,

860014535

J. Murray Clark

JMC/eml
enclosure
cc: Jim Ericsson

EXHIBIT "C"

CROSS REFERENCE

960055814

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

INSTRUMENT ENTERED
FOR TAXATION

JUN 26 86 01 6681

COUNTY AUDITOR

James L. Murray

12-50
⑥

THIS AMENDMENT, executed this 23rd day of _____, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration)

*Mr. Carol Deputy
Recorder
via telephone
AK*

JUN 26 4 01 PM '86

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
JUN 26 4 01 PM '86


hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-55813 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

860055814

E & F REALTY CO.

BY 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 23rd day
of June, 1986.

Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Hendricks

860055814

This instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "A"

BUILDINGS 37, 39 & 41
WELLINGTON COMMONS, PHASE II

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter-Section; thence South 89 degrees, 54 minutes 34 seconds West along the south line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 260.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.00 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974 as Instrument No. 74-518 in the Office of the Recorder of Marion County Indiana; thence South 00 degrees 33 minutes 00 seconds East along said easterly right-of-way line 173.04 feet to the point of beginning of the herein described parcel; thence North 89 degrees 27 minutes 00 seconds East 125.31 feet to a non-tangent curve concave westerly having a central angle of 10 degrees 49 minutes 57 seconds and a radius of 86.00 feet; thence southerly along said curve an arc distance of 16.26 feet (said arc being subtended by a chord having a bearing South 05 degrees 57 minutes 58 seconds East and a length of 16.24 feet; thence South 00 degrees 33 minutes 00 seconds East 60.94 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 40.00 feet; thence southeasterly along said curve an arc distance of 55.47 feet (said arc being subtended by a chord having a bearing South 40 degrees 16 minutes 30 seconds East and a length of 51.13 feet); thence South 80 degrees 00 minutes 00 seconds East 230.71 feet; thence South 10 degrees 00 minutes 00 seconds West 131.61 feet to the North right-of-way line of Wellesley Boulevard; thence North 80 degrees 00 minutes 00 seconds West along said right-of-way line 194.16 feet; thence North 10 degrees 00 minutes 00 seconds East 109.61 feet; thence North 80 degrees 00 minutes 00 seconds West 77.02 feet; thence South 10 degrees 00 minutes 00 seconds West 109.61 feet to the aforesaid North right-of-way line; thence North 80 degrees 00 minutes 00 seconds West along said right-of-way line 76.74 feet to a curve concave northeasterly having a central angle of 11 degrees 27 minutes 06 seconds and a radius of 115.00 feet; thence northwesterly along said curve an arc distance of 22.99 feet (said arc being subtended by a chord having a bearing of North 74 degrees 16 minutes 26 seconds West and a distance of 22.99 feet); thence North 13 degrees 54 minutes 00 seconds East 85.94 feet; thence North 45 degrees 18 minutes 07 seconds East 40.41 feet to a point on a curve concave northeasterly having a central angle of 26 degrees 29 minutes 05 seconds and a radius of 62.00 feet; thence northerly along said curve an arc distance of 28.66 feet (said arc being subtended by a chord having a bearing of North 31 degrees 27 minutes 21 seconds West a distance of 28.41 feet); thence South 89 degrees 26 minutes 47 seconds West 107.77 feet to the aforesaid East right-of-way line of Wellesley Boulevard; thence North 00 degrees 33 minutes 00 seconds West on and along said right-of-way line 95.92 feet to the place of beginning containing 1.158 acres more or less and subject to highways, rights-of-way and easements.

860055814

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.56%
1B	1.56%
1C	1.56%
1D	1.56%
2A	1.56%
2B	1.56%
2C	1.56%
2D	1.56%
5A	1.56%
5B	1.56%
5C	1.56%
5D	1.56%
6A	1.56%
6B	1.56%
7A	1.56%
7B	1.56%
8A	1.56%
8B	1.56%
9A	1.56%
9B	1.56%
10A	1.56%
10B	1.56%
11A	1.56%
11B	1.56%
12A	1.56%
12B	1.56%
13A	1.56%
13B	1.56%
15A	1.56%
15B	1.56%
16A	1.56%
16B	1.56%
17A	1.56%
17B	1.56%
18A	1.56%
18B	1.56%
19A	1.56%
19B	1.56%

20A
20B
21A

1.568
1.568
1.568
1.568

860068250

CROSS REFERENCE

DULY ENTERED FOR TAXATION

JUL 25 86 020281

SOUNTY AUDITOR

George L. Norway

1250
6

AMENDMENT TO DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 24th day of July, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

RECEIVED FOR RECORD
EAST OF ALABAMA
RECORDERS
JUL 25 86 3 38 PM '86

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

APPROVED THIS 25th DAY OF July 1986
George L. Norway
COUNTY AUDITOR

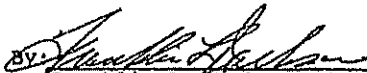
hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-68749 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

860068250

E & F REALTY CO.


By: 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 24th day of July, 1986.

Nancy M. Owens
(NANCY M. OWENS) Notary Public



My Commission Expires:
March 5, 1990
My County of Residence is:
Monroe

860068250

This instrument was prepared by John W. Van Buskirk, Attorney.

WELLINGTON COMMONS
LEGAL DESCRIPTION FOR BUILDINGS 42 & 43

Land being part of the Northeast Quarter of Section 36, Township 16 North,
Range 4 East, in Marion County, Indiana, more particularly described as
follows:

Commencing at the southeast corner of said Quarter-Section; thence South 89 degrees 54 minutes 34 seconds West along the south line thereof 416.998 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.768 feet; thence South 89 degrees 27 minutes 00 seconds West 507.547 feet; thence South 00 degrees 33 minutes 00 seconds East 183.128 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.870 feet; thence South 90 degrees 00 minutes 00 seconds West 260.958 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.000 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974 as instrument Number 74-518 in the Office of the Recorder of Marion County, Indiana; thence the following (3) courses being along the easterly and northerly right-of-way line of said Wellesley Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.068 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.466 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.994); (3) South 80 degrees 00 minutes 00 seconds East 261.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.61 feet; thence North 38 degrees 29 minutes 49 seconds East 12.52 feet to the POINT OF BEGINNING of the herein described parcel; thence North 80 degrees 00 minutes 00 seconds West 112.28 feet; thence North 19 degrees 25 minutes 59 seconds East 89.05 feet; thence North 26 degrees 11 minutes 43 seconds East 94.57 feet; thence South 80 degrees 01 minutes 21 seconds East 96.39 feet; thence South 09 degrees 58 minutes 35 seconds West 99.65 feet; thence South 21 degrees 53 minutes 51 seconds West 45.45 feet; thence South 33 degrees 49 minutes 12 seconds West 32.68 feet; thence South 38 degrees 29 minutes 49 seconds West 5.33 feet to the place of beginning, containing 0.473 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

860068250

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.47%
1B	1.47%
1C	1.47%
1D	1.47%
2A	1.47%
2B	1.47%
2C	1.47%
2D	1.47%
5A	1.47%
5B	1.47%
5C	1.47%
5D	1.47%
6A	1.47%
6B	1.47%
7A	1.47%
7B	1.47%
8A	1.47%
8B	1.47%
9A	1.47%
9B	1.47%
10A	1.47%
10B	1.47%
11A	1.47%
11B	1.47%
12A	1.47%
12B	1.47%
13A	1.47%
13B	1.47%
15A	1.47%
15B	1.47%
16A	1.47%
16B	1.47%
17A	1.47%
17B	1.47%
18A	1.47%
18B	1.47%
19A	1.47%
19B	1.47%

EXHIBIT "B"
Page 1 of 2

860068250

20A	1.47%
20B	1.47%
21A	1.47%
21B	1.47%
22A	1.47%
22B	1.47%
23A	1.47%
23B	1.47%
24A	1.47%
24B	1.47%
25A	1.47%
25B	1.47%
26A	1.47%
26B	1.47%
27A	1.47%
27B	1.47%
28A	1.47%
28B	1.47%
29A	1.47%
29B	1.47%
37A	1.47%
37B	1.47%
39A	1.47%
39B	1.47%
41A	1.47%
41B	1.47%
42A	1.47%
42B	1.47%
43A	1.47%
43B	1.47%

860068250

CROSS REFERENCE

860087331

AMENDMENT TO DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME

DULT ENTERED FOR TAXATION SEP 9 86 025793 COUNTY CLERK Wayne S. Mowery 12 59 6

THIS AMENDMENT, executed this 9 day of September, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

- 1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD BELMONT LAUGHLIN RECORDS - MARION CO. Sep 9 12 30 PM '86

APPROVED THIS 9th DAY OF September 19 86 ASSESSOR OF WARREN TOWNSHIP M. Hammond DRAFTSMAN

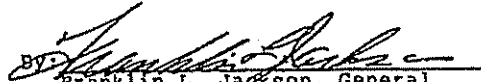
hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-87330 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

860087331

E & F REALTY CO.

BY 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 25th day
of August, 1986.



(Nancy M. Owens) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

860087331

This instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "A"

LEGAL DESCRIPTION
BUILDINGS # 14
WELLINGTON COMMONS * PHASE I

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet, thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 480.58 feet; thence South 89 degrees 27 minutes 00 seconds West 188.37 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 27 minutes 00 seconds West 47.49 feet; thence North 00 degrees 00 minutes 00 seconds East 11.00 feet; thence South 89 degrees 27 minutes 00 seconds West 24.28 feet; thence North 00 degrees 32 minutes 51 seconds West 100.33 feet; thence North 89 degrees 27 minutes 00 seconds East 71.77 feet; thence South 00 degrees 32 minutes 48 seconds East 111.33 feet to the point of beginning, containing 0.177 acres, more or less; subject to highways, rights-of-way and easements.

860087331

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.39%
1B	1.39%
1C	1.39%
1D	1.39%
2A	1.39%
2B	1.39%
2C	1.39%
2D	1.39%
5A	1.39%
5B	1.39%
5C	1.39%
5D	1.39%
6A	1.39%
6B	1.39%
7A	1.39%
7B	1.39%
8A	1.39%
8B	1.39%
9A	1.39%
9B	1.39%
10A	1.39%
10B	1.39%
11A	1.39%
11B	1.39%
12A	1.39%
12B	1.39%
13A	1.39%
13B	1.39%
15A	1.39%
15B	1.39%
16A	1.39%
16B	1.39%
17A	1.39%
17B	1.39%
18A	1.39%
18B	1.39%
19A	1.39%
19B	1.39%

20A	1.39%
20B	1.39%
21A	1.39%
21B	1.39%
22A	1.39%
22B	1.39%
23A	1.39%
23B	1.39%
24A	1.39%
24B	1.39%
25A	1.39%
25B	1.39%
26A	1.39%
26B	1.39%
27A	1.39%
27B	1.39%
28A	1.39%
28B	1.39%
29A	1.39%
29B	1.39%
37A	1.39%
37B	1.39%
39A	1.39%
39B	1.39%
41A	1.39%
41B	1.39%
42A	1.39%
42B	1.39%
43A	1.39%
43B	1.39%
44A	1.39%
44B	1.39%
45A	1.39%
45B	1.39%

860087331

860095117

CROSS REFERENCE

12/30
⑥

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 24th day of September,
1986, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration
to be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

APPROVED THIS 24th
DAY OF Sept 19 86
ASSESSOR OF WARREN TOWNSHIP
M. [Signature] DRAFTSMAN

DULY ENTERED
FOR TAXATION
SEP 24 1986 027903
COUNTY AUDITOR
Marion County, Indiana

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 24 12 39 PM '86

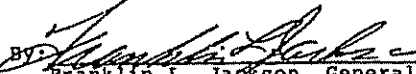
hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. _____ in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

860095117

E & F REALTY CO.


BY 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 25th day
of August, 1986.

✓ Nancy M. Owens
(Nancy M. Owens) Notary Public



My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

860095117

✓
This instrument was prepared by John W. Van Buskirk, Attorney.

BUILDING # 45
WELLINGTON COMMONS

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter-Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 416.998 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.768 feet; thence South 89 degrees 27 minutes 00 seconds West 507.547 feet; thence South 00 degrees 33 minutes 00 seconds East 183.128 feet; thence North 89 degrees 27 minutes 00 seconds East 48.000 feet; thence South 00 degrees 00 minutes 00 seconds West 385.870 feet; thence South 90 degrees 00 minutes 00 seconds West 260.958 feet; thence South 00 degrees 00 minutes 00 seconds West 37.000 feet; thence South 90 degrees 00 minutes 00 seconds West 123.000 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974 as Instrument No. 74-518 in the Office of the Recorder of Marion County, Indiana; thence the following three (3) courses being along the easterly and northerly right-of-way line of said Wellesley Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.068 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.466 (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.994); (3) South 80 degrees 00 minutes 00 seconds East 261.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.51 feet; thence North 38 degrees 29 minutes 49 seconds East 17.85 feet; thence North 33 degrees 49 minutes 12 seconds East 32.68 feet; thence North 21 degrees 53 minutes 51 seconds East 45.45 feet; thence North 09 degrees 58 minutes 35 seconds East 99.65 feet; thence North 80 degrees 01 minutes 21 seconds West 96.39 feet to the point of beginning of the herein described parcel; thence South 81 degrees 37 minutes 24 seconds West 87.72 feet; thence North 08 degrees 23 minutes 37 seconds West 80.98 feet; thence North 81 degrees 36 minutes 24 seconds East 93.03 feet; thence South 04 degrees 38 minutes 15 seconds East 81.15 feet to the point of beginning, containing 0.168 acres, more or less; subject to highways, rights-of-way and easements.

Exhibit "A"

860095117

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.39%
1B	1.39%
1C	1.39%
1D	1.39%
2A	1.39%
2B	1.39%
2C	1.39%
2D	1.39%
5A	1.39%
5B	1.39%
5C	1.39%
5D	1.39%
6A	1.39%
6B	1.39%
7A	1.39%
7B	1.39%
8A	1.39%
8B	1.39%
9A	1.39%
9B	1.39%
10A	1.39%
10B	1.39%
11A	1.39%
11B	1.39%
12A	1.39%
12B	1.39%
13A	1.39%
13B	1.39%
15A	1.39%
15B	1.39%
16A	1.39%
16B	1.39%
17A	1.39%
17B	1.39%
18A	1.39%
18B	1.39%
19A	1.39%
19B	1.39%

20A	1.39%
20B	1.39%
21A	1.39%
21B	1.39%
22A	1.39%
22B	1.39%
23A	1.39%
23B	1.39%
24A	1.39%
24B	1.39%
25A	1.39%
25B	1.39%
26A	1.39%
26B	1.39%
27A	1.39%
27B	1.39%
28A	1.39%
28B	1.39%
29A	1.39%
29B	1.39%
37A	1.39%
37B	1.39%
39A	1.39%
39B	1.39%
41A	1.39%
41B	1.39%
42A	1.39%
42B	1.39%
43A	1.39%
43B	1.39%
14A	1.39%
14B	1.39%
45A	1.39%
45B	1.39%

860095117

EXHIBIT "B"
Page 2 of 2

860123192

CROSS REFERENCE⁽²⁾

13 50
⑥

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 24th day of July, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

BULK ENTERED
FOR TAXATION
186035642
COUNTY AUDITOR
Wayne S. Powers

RECEIVED
DEC 1 2 53 PM '86

APPROVED THIS 1st DAY OF December 1986
ASSESSOR OF WARREN TOWNSHIP
Wayne S. Powers DRAFTSMAN

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-68749 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

~~36250~~
E & F REALTY CO.

✓
By: Franklin L. Jackson
Franklin L. Jackson, General
Partner

860123192

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 24th day
of July, 1986.

Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Madison

~~860123192~~

This instrument was prepared by John W. Van Buskirk, Attorney.

860123192

WELLINGTON COMMONS
LEGAL DESCRIPTION FOR BUILDINGS 42 & 43

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter-Section; thence South 89 degrees 54 minutes 34 seconds West along the south line thereof 416.998 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.768 feet; thence South 89 degrees 27 minutes 00 seconds West 507.547 feet; thence South 00 degrees 33 minutes 00 seconds East 183.128 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.870 feet; thence South 90 degrees 00 minutes 00 seconds West 260.958 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.000 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974 as instrument Number 74-518 in the Office of the Recorder of Marion County, Indiana; thence the following (3) courses being along the easterly and northerly right-of-way line of said Wellesley Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.068 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.466 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.994); (3) South 80 degrees 00 minutes 00 seconds East 261.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.61 feet; thence North 38 degrees 29 minutes 49 seconds East 12.52 feet to the POINT OF BEGINNING of the herein described parcel; thence North 80 degrees 00 minutes 00 seconds West 112.28 feet; thence North 19 degrees 25 minutes 59 seconds East 89.05 feet; thence North 26 degrees 11 minutes 43 seconds East 94.57 feet; thence South 80 degrees 01 minutes 21 seconds East 96.39 feet; thence South 09 degrees 58 minutes 35 seconds West 99.65 feet; thence South 21 degrees 53 minutes 51 seconds West 45.45 feet; thence South 33 degrees 49 minutes 12 seconds West 32.68 feet; thence South 38 degrees 29 minutes 49 seconds West 5.33 feet to the place of beginning, containing 0.473 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

~~860068250~~

EXHIBIT "A"

860123192

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.47%
1B	1.47%
1C	1.47%
1D	1.47%
2A	1.47%
2B	1.47%
2C	1.47%
2D	1.47%
5A	1.47%
5B	1.47%
5C	1.47%
5D	1.47%
6A	1.47%
6B	1.47%
7A	1.47%
7B	1.47%
8A	1.47%
8B	1.47%
9A	1.47%
9B	1.47%
10A	1.47%
10B	1.47%
11A	1.47%
11B	1.47%
12A	1.47%
12B	1.47%
13A	1.47%
13B	1.47%
15A	1.47%
15B	1.47%
16A	1.47%
16B	1.47%
17A	1.47%
17B	1.47%
18A	1.47%
18B	1.47%
19A	1.47%
19B	1.47%

860123192

~~860000210~~

20A	1.47%
20B	1.47%
21A	1.47%
21B	1.47%
22A	1.47%
22B	1.47%
23A	1.47%
23B	1.47%
24A	1.47%
24B	1.47%
25A	1.47%
25B	1.47%
26A	1.47%
26B	1.47%
27A	1.47%
27B	1.47%
28A	1.47%
28B	1.47%
29A	1.47%
29B	1.47%
37A	1.47%
37B	1.47%
39A	1.47%
39B	1.47%
41A	1.47%
41B	1.47%
42A	1.47%
42B	1.47%
43A	1.47%
43B	1.47%

~~860063250~~

860123192

EXHIBIT "B"
Page 2 of 2

CROSS REFERENCE

860104524 (2) 50

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 14 day of October,
1986, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration
to be recorded as Instrument No. 84-66392 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66399
in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

APPROVED THIS 14th
DAY OF OCTOBER 1986
ASSESSOR OF WARREN TOWNSHIP
W. L. ... CRAFTSMAN

DEPT. 1 1800 30599
COUNTY AUDITOR
Marion County, Indiana

DULY ENTERED
COUNTY TAXATION

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER - MARION CO.
OCT 14 3 22 PM '86

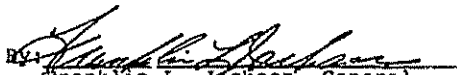
hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-104523 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

860104524

E & F REALTY CO.

BY: 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 4th day
of October, 1986.

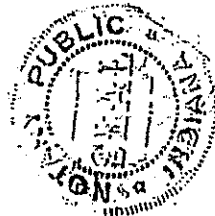
Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion



860104524

This instrument was prepared by John W. Van Buskirk, Attorney.

LEGAL DESCRIPTION
BUILDINGS #31, 32, & 33
WELLINGTON COMMONS - PHASE II

A part of the northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 480.58 feet; thence South 89 degrees 27 minutes 00 seconds West 235.96 feet; thence South 00 degrees 00 minutes 00 seconds West 102.91 feet to the point of beginning of the herein described real estate; thence North 89 degrees 34 minutes 17 seconds East 118.60 feet; thence South 00 degrees 33 minutes 05 seconds East 102.02 feet; thence North 89 degrees 34 minutes 17 seconds East 12.05 feet; thence South 00 degrees 25 minutes 59 seconds East 176.17 feet; thence South 90 degrees 00 minutes 00 seconds West 132.96 feet; thence North 00 degrees 00 minutes 00 seconds East 277.20 feet to the point of beginning, containing 0.812 acres, more or less, subject to all highways, rights-of-way and easements of record.

860104524

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.28%
1B	1.28%
1C	1.28%
1D	1.28%
2A	1.28%
2B	1.28%
2C	1.28%
2D	1.28%
5A	1.28%
5B	1.28%
5C	1.28%
5D	1.28%
6A	1.28%
6B	1.28%
7A	1.28%
7B	1.28%
8A	1.28%
8B	1.28%
9A	1.28%
9B	1.28%
10A	1.28%
10B	1.28%
11A	1.28%
11B	1.28%
12A	1.28%
12B	1.28%
13A	1.28%
13B	1.28%
15A	1.28%
15B	1.28%
16A	1.28%
16B	1.28%
17A	1.28%
17B	1.28%
18A	1.28%
18B	1.28%
19A	1.28%
19B	1.28%

860104524

20A	1.28%
20B	1.28%
21A	1.28%
21B	1.28%
22A	1.28%
22B	1.28%
23A	1.28%
23B	1.28%
24A	1.28%
24B	1.28%
25A	1.28%
25B	1.28%
26A	1.28%
26B	1.28%
27A	1.28%
27B	1.28%
28A	1.28%
28B	1.28%
29A	1.28%
29B	1.28%
31A	1.28%
31B	1.28%
32A	1.28%
32B	1.28%
33A	1.28%
33B	1.28%
37A	1.28%
37B	1.28%
39A	1.28%
39B	1.28%
41A	1.28%
41B	1.28%
42A	1.28%
42B	1.28%
43A	1.28%
43B	1.28%
44A	1.28%
44B	1.28%
45A	1.28%
45B	1.28%

860194524

EXHIBIT "B"
Page 2 of 2

CROSS REFERENCE 860130612

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

1250
6

THIS AMENDMENT, executed this 16th day of December, 1986, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

DO NOT ENTER HERE FOR REVISION
Dec 17 1986 37400
COUNTY RECORDER
Marion County, Indiana

Dec 17 11 54 AM '86
REC'D REC. MARION CO.

APPROVED THIS 17th
DAY OF December 19 86
ASSESSOR OF WARREN TOWNSHIP
M. H. ... DRAFTSMAN

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 860130610 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

BY Franklin L. Jackson
Franklin L. Jackson, General
Partner

860130612

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 16th day of December, 1986.

Charm M. Owens
(MAY 4, 1985) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

860130612

This instrument was prepared by John W. Van Buskirk, Attorney.

WELLINGTON COMMONS
BUILDING 47 - LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 416.998 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.768 feet; thence South 89 degrees 27 minutes 00 seconds West 507.547 feet; thence South 00 degrees 33 minutes 00 seconds East 183.128 feet; thence North 89 degrees 27 minutes 00 seconds East 48.000 feet; thence South 00 degrees 00 minutes 00 seconds West 385.870 feet; thence South 90 degrees 00 minutes 00 seconds West 260.958 feet; thence South 00 degrees 00 minutes 00 seconds West 37.000 feet; thence South 90 degrees 00 minutes 00 seconds West 123.000 feet to a point on the easterly right-of-way line of Wallesey Boulevard, as per Warranty Deed recorded January 3, 1974 as Instrument No. 74-518 in the Office of the Recorder of Marion County, Indiana; thence the following three (3) courses being along the easterly and northerly right-of-way line of said Wallesey Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.068 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.466 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.99); (3) South 80 degrees 00 minutes 00 seconds East 261.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.61 feet; thence North 80 degrees 00 minutes 00 seconds West 219.71 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 51.00 feet; thence northerly along said curve an arc distance of 70.72 feet (said arc being subtended by a chord having a bearing of North 40 degrees 16 minutes 30 seconds West and a length of 65.19); thence North 00 degrees 33 minutes 00 seconds West 60.94 feet to the point of beginning of the herein described real estate; said point also being the point of curvature of a curve concave southwesterly having a central angle of 24 degrees 43 minutes 14 seconds and a radius of 75.00 feet; thence northerly along said curve an arc distance of 32.35 feet (said arc being subtended by a chord having a bearing of North 12 degrees 54 minutes 37 seconds West and a length of 32.11); thence North 25 degrees 16 minutes 14 seconds West 24.27 feet to the point of curvature of a curve concave southeasterly having a central angle of 106 degrees 52 minutes 36 seconds and a radius of 32.00 feet; thence northerly along said curve an arc length of 59.69 feet (said arc being subtended by a chord having a bearing of North 28 degrees 10 minutes 04 seconds East and a length of 51.41); thence North 81 degrees 36 minutes 22 seconds East 65.00 feet; thence South 08 degrees 23 minutes 38 seconds East 90.00 feet; thence South 75 degrees 30 minutes 39 seconds West 75.58 feet; thence South 89 degrees 27 minutes 00 seconds West 11.00 feet to the point of beginning, containing 0.195 acres, more or less; subject to highways, rights-of-way and easements.

EXHIBIT "A"

860130612

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.25%
1B	1.25%
1C	1.25%
1D	1.25%
2A	1.25%
2B	1.25%
2C	1.25%
2D	1.25%
5A	1.25%
5B	1.25%
5C	1.25%
5D	1.25%
6A	1.25%
6B	1.25%
7A	1.25%
7B	1.25%
8A	1.25%
8B	1.25%
9A	1.25%
9B	1.25%
10A	1.25%
10B	1.25%
11A	1.25%
11B	1.25%
12A	1.25%
12B	1.25%
13A	1.25%
13B	1.25%
15A	1.25%
15B	1.25%
16A	1.25%
16B	1.25%
17A	1.25%
17B	1.25%
18A	1.25%
18B	1.25%
19A	1.25%
19B	1.25%

20A	1.25%
20B	1.25%
21A	1.25%
21B	1.25%
22A	1.25%
22B	1.25%
23A	1.25%
23B	1.25%
24A	1.25%
24B	1.25%
25A	1.25%
25B	1.25%
26A	1.25%
26B	1.25%
27A	1.25%
27B	1.25%
28A	1.25%
28B	1.25%
29A	1.25%
29B	1.25%
31A	1.25%
31B	1.25%
32A	1.25%
32B	1.25%
33A	1.25%
33B	1.25%
37A	1.25%
37B	1.25%
39A	1.25%
39B	1.25%
41A	1.25%
41B	1.25%
42A	1.25%
42B	1.25%
43A	1.25%
43B	1.25%
44A	1.25%
44B	1.25%
45A	1.25%
45B	1.25%
47A	1.25%
47B	1.25%

860133232

CROSS REFERENCE

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

12 50
6

THIS AMENDMENT, executed this 22nd day of December,
1984, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration
to be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

DEC 23 1984 3 38 25
PROPERTY REC'D

RECEIVED OUR RECORDS
BETH C. AUSTIN
RECORDER MARION CO.
DEC 23 4 04 PM '85


APPROVED THIS 23RD
DAY OF DECEMBER, 1984
ASSESSOR OF WARREN TOWNSHIP
[Signature] DRAFTSMAN

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 86-133232 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin D. Jackson, General
Partner

860133232

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 22nd day
of December, 1986.

Wanda M. Owens

WANDA M. OWENS Notary Public

My Commission Expires:

March 5, 1996

My County of Residence is:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

860133232

WELLINGTON COMMONS
BUILDING #40 LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section: thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 260.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.00 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per warranty deed recorded January 3, 1974 as Instrument Number 74-518 in the Office of the Recorder of Marion County, Indiana; thence the following three (3) courses being along the easterly and northerly right-of-way line of said Wellesley Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.07 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.47 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.99); (3) South 80 degrees 00 minutes 00 seconds East 76.74 feet; to the POINT OF BEGINNING of the herein described real estate; thence North 10 degrees 00 minutes 00 seconds East 109.61 feet; thence South 80 degrees 00 minutes 00 seconds East 77.02 feet; thence South 10 degrees 00 minutes 00 seconds West 109.61 feet; thence North 80 degrees 00 seconds 00 minutes West 77.02 feet to the point of beginning; containing 0.213 acres, more or less; subject to highways, rights-of-way and easements.

EXHIBIT "A"

860133232

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.22%
1B	1.22%
1C	1.22%
1D	1.22%
2A	1.22%
2B	1.22%
2C	1.22%
2D	1.22%
5A	1.22%
5B	1.22%
5C	1.22%
5D	1.22%
6A	1.22%
6B	1.22%
7A	1.22%
7B	1.22%
8A	1.22%
8B	1.22%
9A	1.22%
9B	1.22%
10A	1.22%
10B	1.22%
11A	1.22%
11B	1.22%
12A	1.22%
12B	1.22%
13A	1.22%
13B	1.22%
15A	1.22%
15B	1.22%
16A	1.22%
16B	1.22%
17A	1.22%
17B	1.22%
18A	1.22%
18B	1.22%
19A	1.22%
19B	1.22%

EXHIBIT "B"
Page 1 of 2

86013323

20A	1.22%
20B	1.22%
21A	1.22%
21B	1.22%
22A	1.22%
22B	1.22%
23A	1.22%
23B	1.22%
24A	1.22%
24B	1.22%
25A	1.22%
25B	1.22%
26A	1.22%
26B	1.22%
27A	1.22%
27B	1.22%
28A	1.22%
28B	1.22%
29A	1.22%
29B	1.22%
31A	1.22%
31B	1.22%
32A	1.22%
32B	1.22%
33A	1.22%
33B	1.22%
37A	1.22%
37B	1.22%
39A	1.22%
39B	1.22%
41A	1.22%
41B	1.22%
42A	1.22%
42B	1.22%
43A	1.22%
43B	1.22%
44A	1.22%
44B	1.22%
45A	1.22%
45B	1.22%
47A	1.22%
47B	1.22%
40A	1.22%
40B	1.22%

EXHIBIT "B"
Page 2 of 2

860133232

870012558

CROSS REFERENCE

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

UNRECORDED
DECLARATION

1250
⑥

FEB 3 387003293

CLERK

THIS AMENDMENT, executed this 3RD day of February, 1987, by E & F Realty, Co., an Indiana general partnership ("Declarant"), witnesses the following:

Curtis L. Comod

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

RECEIVED FOR RECORD
RECORDING DEPARTMENT
FEB 3 11 59 AM '87

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

APPROVED THIS 3RD
DAY OF February, 1987
ASSESSOR OF WASHINGTON TOWNSHIP
[Signature] DRAFTSMAN

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 870012554 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

870012558

E & F REALTY CO.

By 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 23rd day
of January, 1987.

Nancy M. Owens
Nancy M. Owens) Notary Public

My Commission Expires:
March 5, 1990

My County of Residence is:
Marion

870012558

This instrument was prepared by John W. Van Buskirk, Attorney.

WELLINGTON COMMONS - PHASE III
BUILDINGS # 60, 61, 62, and 63

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 7 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 260.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 193.00 feet to a point on the westerly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974 as Instrument #74-518 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 33 minutes 00 seconds East along said westerly right-of-way line 298.74 feet to the POINT OF BEGINNING; said point also being the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 185.00 feet; thence southeasterly along said curve an arc distance of 256.53 feet, said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 236.46 feet; thence South 00 degrees 00 minutes 00 seconds West 44.39 feet; thence South 90 degrees 00 minutes 00 seconds West 14.24 feet to a point of curvature of a curve concave southwesterly having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 41.00 feet; thence southwesterly along said curve an arc distance of 64.40 feet said arc being subtended by a chord having a bearing of South 45 degrees 00 minutes 00 seconds West and a length of 57.98 feet; thence South 00 degrees 00 minutes 00 seconds West 257.80 feet; thence South 90 degrees 00 minutes 00 seconds West 29.30 feet; thence North 74 degrees 06 minutes 00 seconds West 66.01 feet; thence North 00 degrees 33 minutes 00 seconds West 505.54 feet to the point of beginning, containing 0.948 acres, more or less, subject to all legal highways, rights-of-way, easements and restriction of record.

870012558

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.11%
1B	1.11%
1C	1.11%
1D	1.11%
2A	1.11%
2B	1.11%
2C	1.11%
2D	1.11%
5A	1.11%
5B	1.11%
5C	1.11%
5D	1.11%
6A	1.11%
6B	1.11%
7A	1.11%
7B	1.11%
8A	1.11%
8B	1.11%
9A	1.11%
9B	1.11%
10A	1.11%
10B	1.11%
11A	1.11%
11B	1.11%
12A	1.11%
12B	1.11%
13A	1.11%
13B	1.11%
15A	1.11%
15B	1.11%
16A	1.11%
16B	1.11%
17A	1.11%
17B	1.11%
18A	1.11%
18B	1.11%
19A	1.11%
19B	1.11%

1

ORIGINAL LEGIBLE

20A	1.118
20B	1.118
21A	1.118
21B	1.118
22A	1.118
22B	1.118
23A	1.118
23B	1.118
24A	1.118
24B	1.118
25A	1.118
25B	1.118
26A	1.118
26B	1.118
27A	1.118
27B	1.118
28A	1.118
28B	1.118
29A	1.118
29B	1.118
31A	1.118
31B	1.118
32A	1.118
32B	1.118
33A	1.118
33B	1.118
37A	1.118
37B	1.118
39A	1.118
39B	1.118
41A	1.118
41B	1.118
42A	1.118
42B	1.118
43A	1.118
43B	1.118
14A	1.118
14B	1.118
45A	1.118
45B	1.118
47A	1.118
47B	1.118
40A	1.118
40B	1.118
60A	1.118
60B	1.118
61A	1.118
61B	1.118
62A	1.118
62B	1.118
63A	1.118
63B	1.118

870012558

CROSS REFERENCE

870012560

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

QUICK RETURNED
FOR CASH/ITEM

FEB 3 87 003295

1250
6

THIS AMENDMENT, executed this 3RD day of FEBRUARY, 1987, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

CURTIS L. COMOD
COUNTY AUDITOR

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-56393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD
REC'D BY AUDITOR
FEB 3 12 06 PM '87

APPROVED THIS 3RD
DAY OF FEBRUARY 19 87
BY [Signature] DRAFTSMAN

ORIGINAL FILE

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 87-19559 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

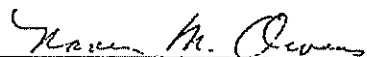
BY Franklin L. Jackson
Franklin L. Jackson, General
Partner

870012560

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 22 day of January, 1987.


(Nancy M. Owens) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

870012560

WELLINGTON COMMONS * PHASE II
BUILDING # 30

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line of said Northeast Quarter 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 981.77 feet; thence South 90 degrees 00 minutes 00 seconds West 100.73 feet; thence North 14 degrees 57 minutes 32 seconds West 22.10 feet; thence North 15 degrees 32 minutes 48 seconds West 19.38 feet; thence North 00 degrees 25 minutes 43 seconds West 480.58 feet; thence South 89 degrees 27 minutes 00 seconds West 235.96 feet; thence South 00 degrees 00 minutes 00 seconds West 380.11 feet to the point of beginning of the herein described real estate; thence North 90 degrees 00 minutes 00 seconds East 132.96 feet; thence South 00 degrees 25 minutes 59 seconds West 94.68 feet; thence North 84 degrees 59 minutes 54 seconds West 121.23 feet; thence North 05 degrees 25 minutes 15 seconds West 46.69 feet; thence North 25 degrees 09 minutes 06 seconds West 20.00 feet; thence North 00 degrees 00 minutes 00 seconds East 19.53 feet to the POINT OF BEGINNING, containing 0.258 acres, more or less; subject to highways, rights-of-way and easements.

EXHIBIT "A"

870012560

ORIGINAL + ILLEGIBLE

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.09%
1B	1.09%
1C	1.09%
1D	1.09%
2A	1.09%
2B	1.09%
2C	1.09%
2D	1.09%
5A	1.09%
5B	1.09%
5C	1.09%
5D	1.09%
6A	1.09%
6B	1.09%
7A	1.09%
7B	1.09%
8A	1.09%
8B	1.09%
9A	1.09%
9B	1.09%
10A	1.09%
10B	1.09%
11A	1.09%
11B	1.09%
12A	1.09%
12B	1.09%
13A	1.09%
13B	1.09%
15A	1.09%
15B	1.09%
16A	1.09%
16B	1.09%
17A	1.09%
17B	1.09%
18A	1.09%
18B	1.09%
19A	1.09%
19B	1.09%
20A	1.09%
20B	1.09%

EXHIBIT "B"

Page 1 of 2

870012560

ORIGINAL FILED

21A	1.09%
21B	1.09%
22A	1.09%
22B	1.09%
23A	1.09%
23B	1.09%
24A	1.09%
24B	1.09%
25A	1.09%
25B	1.09%
26A	1.09%
26B	1.09%
27A	1.09%
27B	1.09%
28A	1.09%
28B	1.09%
29A	1.09%
29B	1.09%
31A	1.09%
31B	1.09%
32A	1.09%
32B	1.09%
33A	1.09%
33B	1.09%
37A	1.09%
37B	1.09%
39A	1.09%
39B	1.09%
41A	1.09%
41B	1.09%
42A	1.09%
42B	1.09%
43A	1.09%
43B	1.09%
14A	1.09%
14B	1.09%
45A	1.09%
45B	1.09%
47A	1.09%
47B	1.09%
40A	1.09%
40B	1.09%
60A	1.09%
60B	1.09%
61A	1.09%
61B	1.09%
62A	1.09%
62B	1.09%
63A	1.09%
63B	1.09%
30A	1.09%
30B	1.09%

CROSS REFERENCE

870014637

0500



STOEPPELWERTH & ASSOCIATES, INC.

CONSULTING ENGINEERS & SURVEYORS

R.M. Stoepfelwerth, P.E., L.S.
David J. Stoepfelwerth, P.E., L.S.
Curtis C. Hull, L.S.
Michael P. Hunter, P.E.

DAILY ENTERED
FOR TAXATION
FEB 9 10 03 89
COUNTY AUDITOR

Curtis C. Hull
COUNTY AUDITOR

APPROVAL
OF
ENGINEER'S CORRECTION
METRO-POLITAN DEVELOPMENT
COMMISSION
DIVISION OF PLANNING & ZONING
PLAT COMMITTEE

FEB 9 1987

David J. Stoepfelwerth
SUBDIVISION ADMINISTRATOR

SURVEYOR'S CORRECTION
WELLINGTON COMMONS PHASE III

This instrument is filed for the purpose of correcting the building numbers of the "As-Built" Site Plan, for Wellington Commons Phase III, as per plat thereof recorded as Instrument Number 87-12554 in the Office of the Recorder of Marion County, Indiana.

The Correction is as follows:

<u>STREET ADDRESS</u>	<u>BUILDING # (As Recorded)</u>	<u>BUILDING # (As Corrected)</u>
7727 Wellesley Blvd.	63A	63B
7735 Wellesley Blvd.	63B	63A

RECEIVED
MARION COUNTY
RECORDER'S OFFICE
FEB 9 10 58 AM '87

CERTIFIED: February 6, 1987

David J. Stoepfelwerth
David J. Stoepfelwerth
Registered Land Surveyor
No. S0474



APPROVED BY
DAVID J. STOEPPELWERTH
FEB 9 1987
Michael P. Hunter DRAFTSMAN

Ch...
MARION COUNTY AUDITOR
APR 24 1987
DULY ENTERED
FOR TAXATION

CROSS REFERENCE

870045127

⑥
12.50

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 24th day of April,
1987, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is


RECEIVED FOR RECORD
MARION COUNTY
APR 24 2 43 PM '87

4-24
D. Bailey

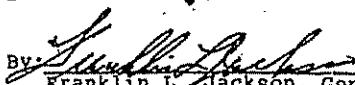
hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 87-45117 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F-REALTY 

8700-15127

BY: 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 9th day of April, 1987.

Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:
March 5, 1990
My County of Residence is:
Maury



8700.15127

This instrument was prepared by John W. Van Buskirk, Attorney.

BUILDING 218
WELLINGTON COMMONS

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section, thence South 89 degrees 54 minutes 34 seconds West along the south line thereof 417.00 feet, thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 260.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.00 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per warranty deed recorded January 3, 1974 as Instrument No. 74-518 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 33 minutes 00 seconds East 268.96 feet to the POINT OF BEGINNING of the herein described real estate; thence North 89 degrees 26 minutes 47 seconds East 107.77 feet to a point on a curve concave northeasterly having a central angle of 26 degrees 29 minutes 05 seconds and a radius of 62.00 feet; thence southerly along said curve an arc distance of 28.66 feet (said arc being subtended by a chord having a bearing of South 31 degrees 27 minutes 21 seconds East a distance of 28.41 feet); thence South 45 degrees 18 minutes 07 seconds West 40.41 feet; thence South 13 degrees 53 minutes 52 seconds West 85.94 feet to the point of curvature of a curve concave northeasterly having a central angle of 75 degrees 33 minutes 08 seconds and a radius of 115.00 feet, said point also being on the northerly right-of-way line of the aforesaid Wellesley Boulevard; thence northwesterly and northerly along said curve and said right-of-way an arc distance of 136.48 feet (said arc being subtended by a chord having a bearing of North 34 degrees 32 minutes 12 seconds West and a length of 128.57 feet); thence North 00 degrees 33 minutes 00 seconds West along said right-of-way line 29.11 feet to the point of beginning containing 0.243 acres, more or less subject to highways, rights-of-way, easements, and restrictions of record.

EXHIBIT "A"

870045127

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited Areas
and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.06%
1B	1.06%
1C	1.06%
1D	1.06%
2A	1.06%
2B	1.06%
2C	1.06%
2D	1.06%
5A	1.06%
5B	1.06%
5C	1.06%
5D	1.06%
6A	1.06%
6B	1.06%
7A	1.06%
7B	1.06%
8A	1.06%
8B	1.06%
9A	1.06%
9B	1.06%
10A	1.06%
10B	1.06%
11A	1.06%
11B	1.06%
12A	1.06%
12B	1.06%
13A	1.06%
13B	1.06%
15A	1.06%
15B	1.06%
16A	1.06%
16B	1.06%
17A	1.06%
17B	1.06%
18A	1.06%
18B	1.06%
19A	1.06%
19B	1.06%

EXHIBIT "B"
Page 1 of 2

870045127

20A	1.06%
20B	1.06%
21A	1.06%
21B	1.06%
22A	1.06%
22B	1.06%
23A	1.06%
23B	1.06%
24A	1.06%
24B	1.06%
25A	1.06%
25B	1.06%
26A	1.06%
26B	1.06%
27A	1.06%
27B	1.06%
28A	1.06%
28B	1.06%
29A	1.06%
29B	1.06%
31A	1.06%
31B	1.06%
32A	1.06%
32B	1.06%
33A	1.06%
33B	1.06%
37A	1.06%
37B	1.06%
38A	1.06%
38B	1.06%
39A	1.06%
39B	1.06%
41A	1.06%
41B	1.06%
42A	1.06%
42B	1.06%
43A	1.06%
43B	1.06%
44A	1.06%
44B	1.06%
45A	1.06%
45B	1.06%
47A	1.06%
47B	1.06%
40A	1.06%
40B	1.06%
30A	1.06%
30B	1.06%
PHASE III 60A	1.06%
60B	1.06%
61A	1.06%
61B	1.06%
62A	1.06%
62B	1.06%
63A	1.06%
63B	1.06%

870045127

CROSS REFERENCE

870078168

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

A. L. Conrad
MARION COUNTY AUDITOR
JUL 86 020388
DULY ENTERED
FOR TAXATION
125
⑥

THIS AMENDMENT, executed this 22 day of July, 1987, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

JUL 8 1 31 PM '87

*Plat. was taken at Brown Shop on 7-6-87
this was not stamped approved by Paul Wicketts
per telephone on 7-8-87*

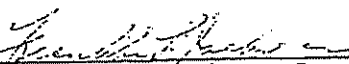
hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. _____ in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

870078168

E & F REALTY CO.

By: 
Franklin L. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 2nd day
of July, 1987

Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

870078168

This instrument was prepared by John W. Van Buskirk, Attorney.

EXHIBIT "A"

Land being part of the Northeast Quarter of Section 36,
Township 16 North, Range 4 East, in Marion County, Indiana,
more particularly described as follows:

Commencing at the Southeast corner of said Quarter section;
thence South 89° 54' 37" West along the South line thereof
417.00 feet; thence North 00° 25' 43" West 1614.77 feet; thence
South 89° 27' 00" West 507.55 feet; thence South 00° 33' 00"
East 183.13 feet; thence North 89° 27' 00" East 48.00 feet;
thence South 00° 00' 00" West 385.87 feet; thence South 90° 00'
00" West 206.22 feet to the point of beginning of the herein
described real estate; thence South 08° 23' 38" East 117.37
feet; thence South 81° 36' 22" West 71.24 feet; thence North
16° 25' 25" West 93.32 feet; thence North 90° 00' 00" East
25.00 feet; thence North 00° 00' 00" East 37.00 feet; thence
North 90° 00' 00" East 54.74 feet to the point of beginning,
containing 0.202 acres, more or less; subject to highways,
rights of way and easements.

870078168

870109947

FILED

APPROVED THIS 22
DATE 7 SEPT 87
BY OFF OF WARREN T.
Paul Roberts

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE 1400

THIS AMENDMENT, executed this 21st day of September, 1987, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

FOR FILING
SEP 22 10 28 AM '87
MARION COUNTY RECORDER

SEP 22 3 12 PM '87

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 87-109946 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

870109947

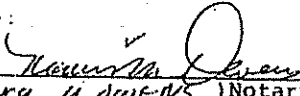
E & F REALTY CO.

By: Franklin B. Jackson
Franklin B. Jackson, General
Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 1st day of September, 1987.


M. OWENS Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

870109917

This instrument was prepared by John W. Van Buskirk, Attorney.

LEGAL DESCRIPTION
BUILDINGS * 65, 66 & 67
WELLINGTON COMMONS PHASE VI

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 788.225 feet; thence North 00 degrees 05 minutes 26 seconds West 25.00 feet; thence North 75 degrees 54 minutes 20 seconds West 84.534 feet to a point on a curve concave northerly having a central angle of 17 degrees 00 minutes 00 seconds and a radius of 1100.916 feet; thence westerly along said curve an arc distance of 307.434 feet (said arc being subtended by a chord having a bearing of North 82 degrees 06 minutes 00 seconds West and a length 306.433 feet); thence North 74 degrees 06 minutes 00 seconds West 26.504 feet; thence North 00 degrees 00 minutes 00 seconds East 200.97 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 00 minutes 00 seconds East 163.83 feet; thence North 90 degrees 00 minutes 00 seconds East 84.00 feet; thence South 00 degrees 00 minutes 00 seconds West 163.83 feet; thence South 90 degrees 00 minutes 00 seconds West 84.00 feet to the point of beginning; containing 0.445 acres, more or less; subject to highways, rights-of-way, easements and restrictions.

I, the undersigned Registered Land Surveyor, hereby certify that the within "As-Built Site Plan" for Buildings 65, 66 and 67 Wellington Commons Phase VI Horizontal Property Regime, fully and accurately depicts the location and outside perimeter dimensions of the condominium buildings commonly known as Buildings 65, 66 and 67. As-Built information is based upon a survey performed under my direction during September, 1987.

I further certify that the buildings situated on the above-described real estate are located on and within the boundaries of said premises and that the buildings located on the adjoining property do not encroach upon said real estate, except as indicated.

CERTIFIED:

870109947

David J. Stoepelwerth
Registered Land Surveyor
No. S0474

wellcomm/metes
89-2-87

Exhibit "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.02%
1B	1.02%
1C	1.02%
1D	1.02%
2A	1.02%
2B	1.02%
2C	1.02%
2D	1.02%
5A	1.02%
5B	1.02%
5C	1.02%
5D	1.02%
6A	1.02%
6B	1.02%
7A	1.02%
7B	1.02%
8A	1.02%
8B	1.02%
9A	1.02%
9B	1.02%
10A	1.02%
10B	1.02%
11A	1.02%
11B	1.02%
12A	1.02%
12B	1.02%
13A	1.02%
13B	1.02%
15A	1.02%
15B	1.02%
16A	1.02%
16B	1.02%
17A	1.02%
17B	1.02%
18A	1.02%
18B	1.02%
19A	1.02%
19B	1.02%

870109917

20A	1.02%
20B	1.02%
21A	1.02%
21B	1.02%
22A	1.02%
22B	1.02%
23A	1.02%
23B	1.02%
24A	1.02%
24B	1.02%
25A	1.02%
25B	1.02%
26A	1.02%
26B	1.02%
27A	1.02%
27B	1.02%
28A	1.02%
28B	1.02%
29A	1.02%
29B	1.02%
31A	1.02%
31B	1.02%
32A	1.02%
32B	1.02%
33A	1.02%
33B	1.02%
37A	1.02%
37B	1.02%
38A	1.02%
38B	1.02%
39A	1.02%
39B	1.02%
41A	1.02%
41B	1.02%
42A	1.02%
42B	1.02%
43A	1.02%
43B	1.02%
44A	1.02%
44B	1.02%
45A	1.02%
45B	1.02%
47A	1.02%
47B	1.02%
40A	1.02%
40B	1.02%
30A	1.02%
30B	1.02%

8701099-17

65A
66A
67A
67B
PHASE C
1
2
3
4
5
6
7
8

1.028
1.028
1.028
1.028
1.028
1.028
1.028
1.028
1.028
1.028

8701099.17

T
CROSS REFERENCE

870116014

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

①
14.00

THIS AMENDMENT, executed this 1st day of October,
1987, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

Oct 6 10 30 6 18
MARION COUNTY AUDITOR
FOR TAXATION

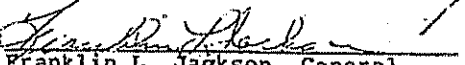
Oct 6 3 14 PM '87
REGISTERED FOR ABSTRACTS
RECORDS SECTION
FELTON S. HANCOCK, CO.

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 87-116007 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin L. Jackson, General
Partner

870116014

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 15th day of October, 1987.

Nancy H. Owens
(NANCY H. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

870116014

Land being part of the Northeast Quarter of Section 36,
Township 16 North, Range 4 East, in Marion County, Indiana,
more particularly described as follows:

Commencing at the Southeast corner of said Quarter-Section;
thence South 89 degrees 54 minutes 34 seconds West along the
South line thereof 417.00 feet; thence North 00 degrees 25
minutes 43 seconds West 1614.77 feet; thence South 89 degrees
27 minutes 00 seconds West 507.55 feet; thence South 00 degrees
33 minutes 00 seconds East 183.13 feet; thence North 89 degrees
27 minutes 00 seconds East 48.00 feet; thence South 00 degrees
00 minutes 00 seconds West 385.87 feet; thence South 90 degrees
00 minutes 00 seconds West 260.96 feet; thence South 00 degrees
00 minutes 00 seconds West 37.00 feet; thence South 90 degrees
00 minutes 00 seconds West 25.00 feet to the POINT OF BEGINNING
of the herein described real estate; thence South 16 degrees 25
minutes 25 seconds East 93.32 feet; thence South 85 degrees 41
minutes 35 seconds West 44.24 feet; thence South 89 degrees 27
minutes 00 second West 79.38 feet; thence North 00 degrees 33
minutes 00 seconds West 93.60 feet; thence North 90 degrees 00
minutes 00 seconds East 98.00 feet to the point of beginning,
containing 0.236 acres, more or less subject to highways, right
of way and easements.

870116014

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interest of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	1.00%
1B	1.00%
1C	1.00%
1D	1.00%
2A	1.00%
2B	1.00%
2C	1.00%
2D	1.00%
5A	1.00%
5B	1.00%
5C	1.00%
5D	1.00%
6A	1.00%
6B	1.00%
7A	1.00%
7B	1.00%
8A	1.00%
8B	1.00%
9A	1.00%
9B	1.00%
10A	1.00%
10B	1.00%
11A	1.00%
11B	1.00%
12A	1.00%
12B	1.00%
13A	1.00%
13B	1.00%
15A	1.00%
15B	1.00%
16A	1.00%
16B	1.00%
17A	1.00%
17B	1.00%
18A	1.00%
18B	1.00%
19A	1.00%
19B	1.00%

20A	1.00%
20B	1.00%
21A	1.00%
21B	1.00%
22A	1.00%
22B	1.00%
23A	1.00%
23B	1.00%
24A	1.00%
24B	1.00%
25A	1.00%
25B	1.00%
26A	1.00%
26B	1.00%
27A	1.00%
27B	1.00%
28A	1.00%
28B	1.00%
29A	1.00%
29B	1.00%
31A	1.00%
31B	1.00%
32A	1.00%
32B	1.00%
33A	1.00%
33B	1.00%
35A	1.00%
35B	1.00%
37A	1.00%
37B	1.00%
38A	1.00%
38B	1.00%
39A	1.00%
39B	1.00%
41A	1.00%
41B	1.00%
42A	1.00%
42B	1.00%
43A	1.00%
43B	1.00%
14A	1.00%
14B	1.00%
45A	1.00%
45B	1.00%
47A	1.00%
47B	1.00%
40A	1.00%
40B	1.00%
30A	1.00%
30E	1.00%

870116014

	65A	1.00%
	66A	1.00%
	67A	1.00%
	67B	1.00%
PHASE C	1	1.00%
	2	1.00%
	3	1.00%
	4	1.00%
	5	1.00%
	6	1.00%
	7	1.00%
	8	1.00%

870116014

650021734

CROSS REFERENCE

RECEIVED FOR RECORD

03 MAR 11 8:12:21

BETH O'LAUGHLIN
MARION COUNTY RECORDER

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

1507

THIS AMENDMENT, executed this 9th day of March,
1988, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

MARION COUNTY AUDITOR
Mar 11 1988
DUPLICATE
FOR TAXATION

APPROVED THIS _____

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 88-21733 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.


By: Franklin L. Jackson
Franklin L. Jackson, General
Partner

880021734

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 8th day of March, 1988.


Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

880021734

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7692%
1B	.7692%
1C	.7692%
1D	.7692%
2A	.7692%
2B	.7692%
2C	.7692%
2D	.7692%
5A	.7692%
5B	.7692%
5C	.7692%
5D	.7692%
6A	.7692%
6B	.7692%
7A	.7692%
7B	.7692%
8A	.7692%
8B	.7692%
9A	.7692%
9B	.7692%
10A	.7692%
10B	.7692%
11A	.7692%
11B	.7692%
12A	.7692%
12B	.7692%
13A	.7692%
13B	.7692%
15A	.7692%
15B	.7692%
16A	.7692%
16B	.7692%
17A	.7692%
17B	.7692%
18A	.7692%
18B	.7692%
19A	.7692%
19B	.7692%

EXHIBIT "B"
Page 1 of 3

880021734

20A	.76928
20B	.76928
21A	.76928
21B	.76928
22A	.76928
22B	.76928
23A	.76928
23B	.76928
24A	.76928
24B	.76928
25A	.76928
25B	.76928
26A	.76928
26B	.76928
27A	.76928
27B	.76928
28A	.76928
28B	.76928
29A	.76928
29B	.76928
31A	.76928
31B	.76928
32A	.76928
32B	.76928
33A	.76928
33B	.76928
35A	.76928
35B	.76928
37A	.76928
37B	.76928
38A	.76928
38B	.76928
39A	.76928
39B	.76928
41A	.76928
41B	.76928
42A	.76928
42B	.76928
43A	.76928
43B	.76928
14A	.76928
14B	.76928
45A	.76928
45B	.76928
47A	.76928
47B	.76928
40A	.76928
40B	.76928
30A	.76928
30B	.76928

65A	.76928
66A	.76928
67A	.76928
67B	.76928
PHASE C	
1	.76928
2	.76928
3	.76928
4	.76928
5	.76928
6	.76928
7	.76928
8	.76928
4-1A	.76928
4-1B	.76928
4-1C	.76928
4-1D	.76928
4-1E	.76928
4-1F	.76928
4-1G	.76928
4-1H	.76928
4-1I	.76928
4-1J	.76928
4-2A	.76928
4-2B	.76928
4-2C	.76928
4-2D	.76928
4-2E	.76928
4-2F	.76928
4-2G	.76928
4-2H	.76928
4-2I	.76928
4-2J	.76928
4-3A	.76928
4-3B	.76928
4-3C	.76928
4-3D	.76928
4-3E	.76928
4-3F	.76928
4-3G	.76928
4-3H	.76928
4-3I	.76928
4-3J	.76928

EXHIBIT "B"
Page 3 of 3

880021734

WELLINGTON COMMONS
LEGAL DESCRIPTION FOR BUILDING 4
HORIZONTAL PROPERTY REGIME

Land being part of the Northeast Quarter of Section 36, Township 16 North,
Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the south line thereof 418.998 feet; thence North 00 degrees 25 minutes 43 seconds West 1814.768 feet; thence South 89 degrees 27 minutes 00 seconds West 607.547 feet; thence South 00 degrees 33 minutes 00 seconds East 183.128 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.870 feet; thence South 00 degrees 00 minutes 00 seconds West 260.958 feet; thence South 00 degrees 00 minutes 00 seconds West 37.000 feet; thence South 90 degrees 00 minutes 00 seconds West 123.000 feet to a point on the easterly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974 as Instrument Number 74-518 in the Office of the Recorder of Marion County, Indiana; thence the following three (3) courses being along the easterly and northerly right-of-way line of said Wellesley Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.066 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.468 feet (said arc being subtended by a chord having a bearing of South 40 degrees 18 minutes 30 seconds East and a length of 146.994 feet; (3) South 80 degrees 00 minutes 00 seconds East 261.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.61 feet; thence North 38 degrees 29 minutes 49 seconds East 12.52 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing North 38 degrees 29 minutes 49 seconds East 5.33 feet; thence North 33 degrees 49 minutes 12 seconds East 32.88 feet; thence North 21 degrees 54 minutes 08 seconds East 45.45 feet; thence North 09 degrees 58 minutes 12 seconds East 85.84 feet; thence South 80 degrees 00 minutes 00 seconds East 170.90 feet; thence South 18 degrees 28 minutes 42 seconds West 206.29 feet; thence South 79 degrees 59 minutes 56 seconds East 23.36 feet; thence South 10 degrees 00 minutes 00 seconds West 91.51 feet to the North right-of-way line of Wellesley Boulevard; thence North 80 degrees 00 minutes 00 seconds West 191.15 feet; thence North 10 degrees 00 minutes 00 seconds East 131.61 feet; thence North 80 degrees 00 minutes 00 seconds West 5.03 feet to the place of beginning containing 1.168 acres more or less and subject to all highways, rights-of-way and easements.

10038/metes

880021734

②
CROSS REFERENCE

880048613

CROSS REFERENCE

1500
②

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

MARION COUNTY AUDITOR
MAY 23 05 01 38 51

THIS AMENDMENT, executed this 23 day of MAY, 1987, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is:

RECEIVED FOR RECORD
88 MAY 23 PM 3:41
- DEPT. OF LAUCHLIN
MARION COUNTY RECORDER

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 88-48612 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: Franklin L. Jackson
Franklin L. Jackson, General
Partner

880048613

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 23rd day of May, 1988.

Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

APPROVED THIS

DAY OF

1988

J. H. Buskirk

23rd

May

88

880048613

This instrument was prepared by John W. Van Buskirk, Attorney.

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7575%
1B	.7575%
1C	.7575%
1D	.7575%
2A	.7575%
2B	.7575%
2C	.7575%
2D	.7575%
5A	.7575%
5B	.7575%
5C	.7575%
5D	.7575%
6A	.7575%
6B	.7575%
7A	.7575%
7B	.7575%
8A	.7575%
8B	.7575%
9A	.7575%
9B	.7575%
10A	.7575%
10B	.7575%
11A	.7575%
11B	.7575%
12A	.7575%
12B	.7575%
13A	.7575%
13B	.7575%
15A	.7575%
15B	.7575%
16A	.7575%
16B	.7575%
17A	.7575%
17B	.7575%
18A	.7575%
18B	.7575%
19A	.7575%
19B	.7575%

20A .7575¢
20B .7575¢
21A .7575¢
21B .7575¢
22A .7575¢
22B .7575¢
23A .7575¢
23B .7575¢
24A .7575¢
24B .7575¢
25A .7575¢
25B .7575¢
26A .7575¢
26B .7575¢
27A .7575¢
27B .7575¢
28A .7575¢
28B .7575¢
29A .7575¢
29B .7575¢
31A .7575¢
31B .7575¢
32A .7575¢
32B .7575¢
33A .7575¢
33B .7575¢
35A .7575¢
35B .7575¢
37A .7575¢
37B .7575¢
38A .7575¢
38B .7575¢
39A .7575¢
39B .7575¢
41A .7575¢
41B .7575¢
42A .7575¢
42B .7575¢
43A .7575¢
43B .7575¢
14A .7575¢
14B .7575¢
45A .7575¢
45B .7575¢
47A .7575¢
47B .7575¢
40A .7575¢
40B .7575¢
30A .7575¢
30B .7575¢

65A	.7575%
66A	.7575%
67A	.7575%
67B	.7575%
60A	.7575%
60B	.7575%
61A	.7575%
61B	.7575%
62A	.7575%
62B	.7575%
63A	.7575%
63B	.7575%
4-1A	.7575%
4-1B	.7575%
4-1C	.7575%
4-1D	.7575%
4-1E	.7575%
4-1F	.7575%
4-1G	.7575%
4-1H	.7575%
4-1I	.7575%
4-1J	.7575%
4-2A	.7575%
4-2B	.7575%
4-2C	.7575%
4-2D	.7575%
4-2E	.7575%
4-2F	.7575%
4-2G	.7575%
4-2H	.7575%
4-2I	.7575%
4-2J	.7575%
4-3A	.7575%
4-3B	.7575%
4-3C	.7575%
4-3D	.7575%
4-3E	.7575%
4-3F	.7575%
4-3G	.7575%
4-3H	.7575%
4-3I	.7575%
4-3J	.7575%
51A	.7575%
51B	.7575%

EXHIBIT "B"
Page 3 of 3

880048613

WELLINGTON COMMONS

BUILDING 51A & 51B

Land being part of the Northeast Quarter of Section 36, Township 18 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 37 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 193.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 124.02 feet to the POINT OF BEGINNING of the herein described real estate; thence South 08 degrees 23 minutes 38 seconds East 105.38 feet; thence South 81 degrees 36 minutes 22 seconds West 81.32 feet; thence North 08 degrees 23 minutes 38 seconds West 117.37 feet; thence North 90 degrees 00 minutes 00 seconds East 82.20 feet to the point of beginning containing 0.21 acres, more or less; subject to highways, rights-of-way and easements.

880048613

②
CROSS REFERENCE

880048615

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

W. J. ...
MARION COUNTY AUDITOR 1500
MAY 23 09 01 38 53 ①

THIS AMENDMENT, executed this 27 day of May, 1988, by E & F Realty Co., an Indiana general partnership ("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington Commons to be recorded as Instrument No. 84-66392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Wellington Commons Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Wellington Commons as follows:

1. The Real Estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD
MAY 23 PM 3:41
SETH D. LAUREN
MARION COUNTY RECORDER

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 88-48615 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: Franklin L. Jackson
Franklin L. Jackson, General
Partner

880048615

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 23rd day of May, 1988.

Nancy M. Owens
(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

SEARCHED 23rd
INDEXED May 1988
John W. Buskirk CLERK

880048615

This instrument was prepared by John W. Van Buskirk, Attorney.

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7462%
1B	.7462%
1C	.7462%
1D	.7462%
2A	.7462%
2B	.7462%
2C	.7462%
2D	.7462%
5A	.7462%
5B	.7462%
5C	.7462%
5D	.7462%
6A	.7462%
6B	.7462%
7A	.7462%
7B	.7462%
8A	.7462%
8B	.7462%
9A	.7462%
9B	.7462%
10A	.7462%
10B	.7462%
11A	.7462%
11B	.7462%
12A	.7462%
12B	.7462%
13A	.7462%
13B	.7462%
15A	.7462%
15B	.7462%
16A	.7462%
16B	.7462%
17A	.7462%
17B	.7462%
18A	.7462%
18B	.7462%
19A	.7462%
19B	.7462%

EXHIBIT "B"
Page 1 of 3

880048615

20A	.74628
20B	.74628
21A	.74628
21B	.74628
22A	.74628
22B	.74628
23A	.74628
23B	.74628
24A	.74628
24B	.74628
25A	.74628
25B	.74628
26A	.74628
26B	.74628
27A	.74628
27B	.74628
28A	.74628
28B	.74628
29A	.74628
29B	.74628
31A	.74628
31B	.74628
32A	.74628
32B	.74628
33A	.74628
33B	.74628
35A	.74628
35B	.74628
37A	.74628
37B	.74628
38A	.74628
38B	.74628
39A	.74628
39B	.74628
41A	.74628
41B	.74628
42A	.74628
42B	.74628
43A	.74628
43B	.74628
14A	.74628
14B	.74628
45A	.74628
45B	.74628
47A	.74628
47B	.74628
40A	.74628
40B	.74628
30A	.74628
30B	.74628

65A	.74628
66A	.74628
67A	.74628
67B	.74628
60A	.74628
60B	.74628
61A	.74628
61B	.74628
62A	.74628
62B	.74628
63A	.74628
63B	.74628
4-1A	.74628
4-1B	.74628
4-1C	.74628
4-1D	.74628
4-1E	.74628
4-1F	.74628
4-1G	.74628
4-1H	.74628
4-1I	.74628
4-1J	.74628
4-2A	.74628
4-2B	.74628
4-2C	.74628
4-2D	.74628
4-2E	.74628
4-2F	.74628
4-2G	.74628
4-2H	.74628
4-2I	.74628
4-2J	.74628
4-3A	.74628
4-3B	.74628
4-3C	.74628
4-3D	.74628
4-3E	.74628
4-3F	.74628
4-3G	.74628
4-3H	.74628
4-3I	.74628
4-3J	.74628
51A	.74628
51B	.74628
53A	.74628
53B	.74628

EXHIBIT "B"
Page 3 of 3

880048615

WELLINGTON COMMONS
BUILDINGS 53 A & 53 B

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.12 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet to the Point of Beginning of the herein described real estate; thence South 84 degrees 52 minutes 17 seconds East 32.00 feet; thence South 00 degrees 00 minutes 00 seconds East 91.00 feet; thence South 23 degrees 14 minutes 53 seconds West 19.71 feet to a point on a non-tangent curve having a central angle of 28 degrees 30 minutes 58 seconds and a radius of 139.00 feet; thence northwesterly along said curve an arc distance of 64.33 feet (said arc being subtended a chord having a bearing of North 81 degrees 04 minutes 04 seconds West and a length of 63.76 feet); thence North 08 degrees 15 minutes 38 seconds West 94.36 feet; thence North 90 degrees 00 minutes 00 seconds East 45.83 feet to the Point of beginning, containing 0.16 acres more or less, subject to highways, rights-of-way and easements.

880048615

CROSS REFERENCE

880052218

134
4

CURTIS SCHROD
MA... PITOR
JUN 20 1988
WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME
TO INCLUDE ADDITIONAL REAL ESTATE

DULY ENTERED

FOR TAXATION THIS RATIFICATION is made this 26 day of May, 1988, by Deluxe Homes, Inc., ("Deluxe"), and witnesses the following:

RECITALS

By WARRANTY DEED dated October 9, 1987, and recorded as Instrument No. 870118740 in the Office of the Recorder of Marion County, Indiana on October 14, 1987, E & F Realty Co., an Indiana general partnership, ("E&F"), conveyed approximately .21 acres, (the "First Parcel"), to Deluxe. A copy of this deed is attached as Exhibit "A".

By WARRANTY DEED dated October 9, 1987, and recorded on October 14, 1987, as Instrument No. 870118741, in the Office of the Recorder of Marion County, Indiana, E&F conveyed an additional .15 acres to Deluxe, (the "Second Parcel"). A copy of this deed is attached as Exhibit "B". The First and Second Parcels will be referred to collectively as the "Real Estate".

On August 20, 1984, E&F executed the DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME and recorded it as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana.

E&F incorporated the First Parcel into the Wellington Commons Horizontal Property Regime by AMENDMENT TO DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME, executed on May 23, 1988 and recorded on that same date as Instrument No. 88-48613, in the Office of the Recorder of Marion County, Indiana. The plans for the First Parcel, depicting the condominium units constructed by Deluxe in the First Parcel, were recorded as Instrument No. 88-48612 in the Office of the Recorder of Marion County, Indiana.

E&F incorporated the Second Parcel into the Wellington Commons Horizontal Property Regime by AMENDMENT TO DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME, executed on May 23, 1988 and recorded on that same date as Instrument No. 88-48615 in the Office of the Recorder of Marion County, Indiana. The plans for the Second Parcel, depicting the condominium units constructed by Deluxe, were recorded as Instrument No. 88-48614 in the Office of the Recorder of Marion County, Indiana.

Deluxe desires, by this document, to approve and ratify the actions taken by E&F in order that the Real Estate be lawfully incorporated into the Wellington Commons Horizontal Property Regime.

NOW, THEREFORE, Deluxe hereby approves and ratifies the AMENDMENT TO DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME, both dated and recorded on May 23, 1988, as Instrument Nos. 88-48613 and 88-48615 in the Office of the Recorder of Marion County, Indiana, in order that the Real Estate be incorporated as a part of and subject to all rights, liabilities and obligations of the DECLARATION AND BY-LAWS OF WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME, recorded as Instrument No. 84-66393 in the Office of the Recorder of Marion County, Indiana, as the same has been or may be amended from time to time.

RECEIVED FOR RECORD
88 JUN -2 151 9:40
25th CLERK
MARION COUNTY REC'D

DELUXE HOMES, INC.
By: *Richard H. Croawer*
Richard H. Croawer, President

STATE OF INDIANA)
) SS:
COUNTY OF JARION)

Before me, a Notary Public, in and for said County and State, personally appeared Richard H. Crosser, President of Deluxe Homes, Inc., who acknowledged the execution of the foregoing on behalf of DeLuxe Homes, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Seal this 26th day of May, 1988.

My Commission Expires:
9-29-91

Cheryl P. Woods
Cheryl P. Woods
Printed Name

Residing in Hamilton County

Prepared By: John W. Tousley, Attorney at Law, 600 Union Federal Building, 45 North Pennsylvania Street, Indianapolis, Indiana 46204-3112, Tel:(317) 635-4500

Return to: _____

C:\MM\84093\RATIFY
05/25/88

880052218

ORIGINAL ILLEGIBLE

COPY

880052218

EXHIBIT "A"

WARRANTY DEED

THIS INSTRUMENT WITNESSETH That E. F. Realty Co., an Indiana General Partnership, of the County of Marion, State of Indiana, and Warrant A, Inc., of the County of Marion, State of Indiana, for the sum of \$200,000.00 Dollars (\$ 200,000.00) and other estate consideration, the receipt of which is hereby acknowledged, the following described real estate in Marion County, in the State of Indiana:

LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 4 EAST, 14 MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER-SECTION; THENCE SOUTH 89°34'37" WEST ALONG THE SOUTH LINE THEREOF 417.00 FEET; THENCE NORTH 00°25'43" WEST 1814.77 FEET; THENCE SOUTH 89°27'00" WEST 507.55 FEET; THENCE SOUTH 00°33'00" EAST 182.13 FEET; THENCE NORTH 89°27'00" EAST 48.00 FEET; THENCE SOUTH 00°00'00" WEST 185.87 FEET; THENCE SOUTH 90°00'00" WEST 124.02 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED REAL ESTATE; THENCE SOUTH 08°23'38" EAST 105.38 FEET; THENCE SOUTH 81°34'23" WEST 81.32 FEET; THENCE NORTH 04°33'38" WEST 117.37 FEET; THENCE NORTH 90°00'00" EAST 82.50 FEET TO THE POINT OF BEGINNING CONTAINING 0.21 ACRES, MORE OR LESS; SUBJECT TO HIGHWAYS, RIGHT-OF-WAYS AND EASEMENTS.

Handwritten signature/initials

INDIANAPOLIS, INDIANA, OCT 13 1952

IN WITNESS WHEREOF, Grantor has caused this deed to be signed by its duly authorized officer, E. F. Realty Co., and Warrant A, Inc., on this 13th day of October, 1952.

Witness my hand and Notarial Seal this 13th day of October, 1952. Notary Public in and for said County and State, personally appeared Franklin S. Jackson, of the County of Marion, State of Indiana, who, being duly sworn, subscribed and signed the foregoing Warranty Deed, and who, being duly sworn, subscribed and signed the foregoing Notarial Seal.

THIS IS IN WITNESS WHEREOF, I, the Notary Public, have hereunto set my hand and Notarial Seal at Marion, Indiana, this 13th day of October, 1952.

CO SOUTH 89° THENCE IN WEST 307 HORN 284 FEET; THENCE BEGINNING 84°32'17" THENCE SC CURVE HAS FEET; THE FEET 1641 81°04'08" WEST 84.3 OF BEGINNING HIGHWAYS,

INDIANAPOLIS, INDIANA, OCT 13 1952

IN WITNESS WHEREOF, I, the Notary Public, have hereunto set my hand and Notarial Seal at Marion, Indiana, this 13th day of October, 1952.

Notary Public in and for said County and State, personally appeared Franklin S. Jackson, of the County of Marion, State of Indiana, who, being duly sworn, subscribed and signed the foregoing Warranty Deed, and who, being duly sworn, subscribed and signed the foregoing Notarial Seal.

ORIGINAL ILLEGIBLE

COPY

EXHIBIT "B"

880052218

Form No. 1

WARRANTY DEED

THIS INSTRUMENT WITNESSETH THAT F. A. P. REALTY CO. AN Indiana General Partnership

AND WARRANTS TO ASHLEY BROWN, INC.

FOR THE SUM OF ONE AND NO/100 DOLLARS (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE FOLLOWING DESCRIBED REAL ESTATE IN

County, in the State of Indiana:

LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 4 EAST, IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER; THENCE SOUTH 89°54'31" WEST ALONG THE SOUTH LINE THREE' 417.00 FEET; THENCE NORTH 00°55'43" WEST 1684.77 FEET; THENCE SOUTH 89°52'00" WEST 507.55 FEET; THENCE SOUTH 00°11'00" EAST 123.73 FEET; THENCE NORTH 89°17'00" EAST 48.00 FEET; THENCE SOUTH 00°00'00" WEST 353.87 FEET; THENCE SOUTH 89°00'00" WEST 43.43 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED REAL ESTATE; THENCE SOUTH 89°52'17" EAST 32.00 FEET; THENCE SOUTH 00°00'00" EAST 91.00 FEET; THENCE SOUTH 29°14'53" WEST 10.71 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A CENTRAL ANGLE OF 30°30'59" AND A RADIUS OF 139.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 64.23 FEET (SAID ARC BEING SUSTAINED BY A CHORD HAVING A BEARING OF NORTH 81°04'01" WEST AND A LENGTH OF 63.76 FEET); THENCE SOUTH 89°15'31" WEST 84.16 FEET; THENCE NORTH 89°00'00" EAST 43.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES MORE OR LESS, SUBJECT TO EIGHTHANS, RIGHTS-OF-WAY AND ENCUMBRANCES.

IN WITNESS WHEREOF, Grantor has stamped the deed this _____ day of _____, 19__.

STATE OF Indiana)
COUNTY OF Marion)

Witness me, a Notary Public in and for said County and State, personally appear of Franklin E. Jackson one of the general partners of F. A. P. Realty Co., an Indiana General Partnership, who acknowledged the execution of the foregoing Warranty Deed and was, having been duly sworn, held in due and legal execution thereof commanded me to do.

Witness my hand and Notary Seal this _____ day of _____, 19__.

My commission expires _____

Notary Public

6
6
6
6
6
6
6
6
6
6
6
6

RECEIVED FOR RECORDS
08 JUN 17 PM 1:20
REC'D BY ASST. CLERK
MARION COUNTY REC'D

880058554

CROSS REFERENCE

MS
150
CROSS REFERENCE

AMENDMENT TO DECLARATION AND BY-LAWS OF
WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME

THIS AMENDMENT executed this 16th day of June, 1988 by Wellington Commons Condominium Owners' Association, Inc., by its President, Thomas Blandford, and its Secretary, Luther Conn, witnesses the following:

WHEREAS, Declarant on August 20, 1984 executed the Declaration and By-Laws of Wellington Commons Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument Number 84-66393 in the Office of the Recorder of Marion County, Indiana, and

WHEREAS, pursuant to the terms and provisions of the Declaration, said Declaration and By-Laws of Wellington Commons Horizontal Property Regime are subject to amendment by the condominium unit owners upon the affirmative vote of not less than seventy-five percent (75%) in the aggregate of the percentage vote, as defined in said Declaration, and

WHEREAS, the Board of Directors of Wellington Commons Homeowners' Association, Inc. at a meeting held on the 14th day of April, 1988, passed a resolution proposing the amendment of the said Declaration and By-Laws, and

WHEREAS, on the 6th day of June, 1988, at a special meeting of the Co-owners, called upon written notice thereof given by the Board of Directors to the Co-owners, which notice contained the subject-matter of the proposed amendments to the Declaration and By-Laws, the proposed amendments were approved by the affirmative vote of not less than seventy-five percent (75%) in the aggregate of the percentage vote of the Co-owners;

NOW, THEREFORE, in accordance with the Declaration and under the Indiana Horizontal Property Law, the Co-owners of the condominium units within Wellington Commons Horizontal Property Regime now amend the Declaration and By-Laws as follows:

1. Article III, Paragraph 2, of the Declaration, which Declaration was heretofore recorded in the Office of the Recorder of Marion County as Instrument Number 84-66393, is hereby deleted,

and in its place the following paragraph shall be inserted:

2. Description of Limited Common Areas and Facilities. Limited Common Areas and Facilities and those Condominium Units to which use thereof is limited are as follows:

(a) The halls, corridors, lobbies, security systems, stairs, stairways, elevators, entrances and exits of each Building, if any (except those located within the interior of Condominium Units) shall be limited to the use of the Condominium Units of such Building.

(b) Patios and porches, together with an area, if any, around such patio or porch specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or appertain; provided, however, that any Owner of a Condominium Unit desiring to fence in such area around his patio or porch so designated on the Plans shall first obtain the written approval as to the location, size, style, material, design, color and architecture of said fence from the Board and provided further that the Owner to whose Condominium Unit said fence is or is to be attached shall maintain the area enclosed by the fence all at his own expense.

(c) The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they appertain.

(d) Carports, if any, as herein provided.

(e) Any other areas designated and shown on the Plans as Limited Common Areas and Facilities shall be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans.

2. Article IV, Paragraph 5 of the Declaration, which Declaration was heretofore recorded in the Office of the Recorder of Marion County as Instrument Number 84-66393, is deleted and in its place the following paragraph shall be inserted:

5. Maintenance of Common Areas: Common Expenses. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas shall be the responsibility of the Board. Each Owner (other than Declarant or a builder) shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas and other Common Expenses. Such proportionate share shall be in the same ratio as the percentage of ownership in the Common Areas as set forth in Exhibit "B", as amended from time to time by supplemental declarations as herein provided. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws or rules and regulations of the Board. In the event of the failure of an Owner to pay, when due, his proportionate share,

together with any separate or special assessment authorized hereunder, the amount thereof shall constitute a lien on the interest of such Owner in the Property pursuant to the terms of the Act. Abandonment of a Condominium Unit or non-use of the Common Areas by an Owner shall not relieve such Owner from his obligation to pay his proportionate share of Common Expenses.

Maintenance, repair and replacement of the Carports shall be furnished by the Board as part of the Common Expenses and the Board, at its option, may separately assess the costs with respect to the Carports to those Owners holding Carport Rights.

In the case of any Building so constructed and furnished that the Condominium Units contained therein are provided with external or interior entry security systems, with interior ingress and egress by internal common hallways, internal common stairs and staircases, or elevators, or any combination of the foregoing, the maintenance, repair, replacement, heating and lighting of such Limited Common Areas and Facilities, as well as insurance of elevators therein, shall be furnished by the Board as part of the Common Expenses, however the Board, at its option, may separately assess such costs incurred with respect to such Limited Common Areas and Facilities to the Owners of Condominium Units within any Buildings so constructed. Costs separately assessed by the Board shall be assessed to the affected Owners in equal shares.

Notwithstanding the foregoing, the following provisions shall apply to payment of Common Expenses:

Commencing on the first day of the calendar month following conveyance of the first Condominium Unit by Declarant and continuing until the earlier of one (1) year after the date this Declaration was recorded or the first day of the calendar month following the date that seventy-five (75) of the Condominium Units have been conveyed by Declarant, each Owner of a Condominium Unit (other than Declarant or a builder) shall pay monthly as his proportionate share of Common Expenses such amount as shall be determined by Declarant to be required to offset the expenses incurred by the Association for its maintenance responsibilities hereunder; provided, however that such amount to be paid by each such Owner to whom a Condominium Unit shall have been conveyed shall not exceed the sum of \$95.00 per month; and provided, further that Declarant at any time may elect to terminate the provisions of this subparagraph and upon such termination, each Owner shall commence paying his proportionate share of Common Expenses as described herein and in the By-Laws.

3. Article VII, Paragraph 1 of the Declaration which Declaration was heretofore recorded in the Office of the Recorder of Marion County as Instrument Number 84-66393, is deleted and in

its place the following paragraph shall be inserted:

1. Insurance. The Board shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Property in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas. If the Board can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the mortgagees of each Condominium Unit upon the following terms and conditions.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board, who shall act as the insurance trustee and hold such proceeds for the benefit of the insured parties. In the event that the Board has not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to a part or all of the Property resulting in a loss, the Board shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount to be determined by a majority vote of a meeting of the Co-owners but not to exceed 125% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and the respective mortgagees. The proceeds shall be used or disbursed by the Association or Board, as appropriate, only in accordance with the provisions of this Declaration.

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board is able to obtain such insurance upon reasonable terms, (1) that the insurer shall not be entitled to contribution against casualty insurance which

may be purchased by individual Owners as hereinafter permitted, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Paragraph 2 hereunder.

The Co-owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, the Board, any committee or organ of the Association or Board, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Wellington Commons, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of Wellington Commons.

The Co-owners, through the Association, shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board shall from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board his right to adjust with the insurance companies all losses under policies purchased by the Board.

The premiums for all such insurance hereinabove described shall be paid by the Association as part of the Common Expenses, subject however, to the option of the Board to separately assess to the Owners of Condominium Units within Buildings served by elevators that portion of general liability insurance premiums specifically allocable to coverage afforded for liability arising out of the use, operation or maintenance of such elevators. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

In no event shall any distribution of proceeds be made by the Board directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his mortgagee jointly.

Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense

affording coverage upon his personal property, the contents of his Condominium Unit (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Property, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

The Board shall also obtain insurance or a surety bond covering each member of the Board, the officers of the Association and such other persons as the Board shall determine to indemnify the Association against acts of fraud or dishonesty by such persons. Such insurance shall, if reasonably possible, contain coverage for any insurance proceeds received. The expenses of such insurance or surety bond shall be a Common Expense.

4. Article VI, Section 4(c) of the By-Laws of Wellington Commons Horizontal Property Regime and of Wellington Commons Homeowners' Association, Inc., previously recorded as Exhibit "C", a part of the Declaration recorded as Instrument Number 84-66393 in the Office of the Recorder of Marion County, Indiana, is hereby deleted and its place the following paragraph shall be inserted:

4(c) Liability Insurance. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, Declarant, the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Areas and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses, except where otherwise provided in the Declaration.

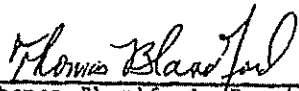
5. Article VII, Section 1 of the By-Laws of Wellington Commons Horizontal Property Regime and of Wellington Commons Homeowners' Association, Inc. previously recorded as Exhibit "C", a part of the Declaration recorded as Instrument Number 84-66393 in the Office of the Recorder of Marion County, Indiana is deleted and in its place the following paragraph shall be inserted:

1. Preparation of Estimated Budget. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Areas and Facilities, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated common expense requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in Exhibit "B" of the Declaration.

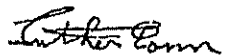
At the same time, the Board shall also separately estimate the total amount necessary to pay those expenses, if any, which the Board has determined to separately assess to the Condominium Unit Owners who own Carport Rights or who are, under the Declaration, separately assessable for expenses related to certain limited Common Areas or Facilities. These separate estimates, with reasonable itemization, shall be delivered in writing to each Owner who will be separately assessed therefor.

On or before January 1 of the ensuing year, and on the first day of each month thereafter, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the total common and separate assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering of the accounting.

IN WITNESS WHEREOF, the Co-owners of Wellington Commons Horizontal Property Regime, and the Wellington Commons Homeowners' Association, Inc., have caused this Amendment to be signed by its duly authorized President and Secretary this 16th day of June, 1988.


Thomas Blandford, President
Wellington Commons Homeowners'
Association, Inc.

ATTESTED TO:


Luther Conn, Secretary
Wellington Commons Homeowners'
Association, Inc.

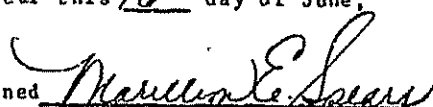
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Thomas Blandford, the President, and Luther Conn, the Secretary, of Wellington Commons Homeowners' Association, Inc., who, having been duly sworn, acknowledge the execution of the foregoing Amendment to Declaration and By-Laws of Wellington Commons Horizontal Property Regime for and on behalf of the Co-owners within said Horizontal Property Regime and for and on behalf of Wellington Commons Homeowners' Association, Inc., and state that the representations contained therein are true.

Witness my hand and notarial seal this 16th day of June, 1988.

My Commission Expires:

12/17/89

Signed 
Printed MARJOLIN E. SPEARS
Resident of MARION County, IN

This Instrument Prepared By:

Sam Stoehr, Attorney at Law
HOWARD STOEHR KLOPCHIN & YOUNG
6100 North Keystone Avenue
Suite 440
Indianapolis, IN 46220
(317) 251-2277

880058554

CURTIS L. COONROD
MARION COUNTY CLERK

JUL 18 88 020509

DULY ENTERED FOR
TAXATION
SUBJECT TO FINAL
ACCEPTANCE FOR TRANSFER

880070893

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

CROSS-REFERENCE

APPROVED THIS 18th
DAY OF July 19 88
ASSESSOR OF WARREN TOWNSHIP
Jeffrey B. [Signature] DRAFTSMAN

CROSS-REFERENCE
1400
⑦

THIS AMENDMENT, executed this 15th day of July
1988, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD
88 JUL 18 PM 3:26
BETH OLAUSHAN
MARION COUNTY RECORDER

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 880070891 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.


BY: Franklin L. Jackson
Franklin L. Jackson, General
Partner

880070892

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 15th day of July, 1988.



(NANCY M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

880070892

My County of Residence is:

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

John Heshelman
3-22-88
65-14789-03

WELLINGTON COMMONS

LEGAL DESCRIPTION FOR BUILDING 46

LAND BEING PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 16 NORTH, RANGE 4 EAST, IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER-SECTION; THENCE SOUTH 89°54'34" WEST ALONG THE SOUTH LINE THEREOF 417.00 FEET; THENCE NORTH 00°25'43" WEST 1614.77 FEET; THENCE SOUTH 89°27'00" WEST 507.55 FEET; THENCE SOUTH 00°33'00" EAST 183.13 FEET; THENCE NORTH 89°27'00" EAST 48.00 FEET; THENCE SOUTH 00°00'00" WEST 385.87 FEET; THENCE SOUTH 90°00'00" WEST 260.96 FEET; THENCE SOUTH 00°00'00" WEST 37.00 FEET; THENCE SOUTH 90°00'00" WEST 123.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WELLESLEY BOULEVARD, AS PER WARRANTY DEED RECORDED JANUARY 3, 1974 AS INSTRUMENT NO. 74-518 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA; THENCE THE FOLLOWING THREE (3) COURSES BEING ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SAID WELLESLEY BOULEVARD: (1) SOUTH 00°33'00" EAST 298.07 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 79°27'00" AND A RADIUS OF 115.00 FEET (2) SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 159.47 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH 40°16'30" EAST AND A LENGTH OF 146.99); (3) SOUTH 80°00'00" EAST 261.90 FEET; THENCE NORTH 10°00'00" EAST 120.61 FEET; THENCE NORTH 80°00'00" WEST 219.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A CENTRAL ANGLE OF 79°27'00" AND A RADIUS OF 51.00 FEET; THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 70.72 FEET (SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 40°16'30" WEST AND A LENGTH OF 65.19); THENCE NORTH 00°33'00" WEST 60.94 FEET; THENCE NORTH 89°27'00" EAST 11.00 FEET; THENCE NORTH 75°30'39" EAST 75.58 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED REAL ESTATE; THENCE NORTH 08°23'38" WEST 90.00 FEET; THENCE NORTH 81°36'22" EAST 58.67 FEET; THENCE SOUTH 08°23'37" EAST 100.00 FEET; THENCE SOUTH 81°36'23" WEST 58.67 FEET; THENCE NORTH 08°23'38" WEST 10.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.135 ACRES, MORE OR LESS, SUBJECT TO HIGHWAYS, RIGHT-OF-WAYS AND EASEMENTS.

880070892

EXHIBIT "A"

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Facilities and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7353%
1B	.7353%
1C	.7353%
1D	.7353%
2A	.7353%
2B	.7353%
2C	.7353%
2D	.7353%
5A	.7353%
5B	.7353%
5C	.7353%
5D	.7353%
6A	.7353%
6B	.7353%
7A	.7353%
7B	.7353%
8A	.7353%
8B	.7353%
9A	.7353%
9B	.7353%
10A	.7353%
10B	.7353%
11A	.7353%
11B	.7353%
12A	.7353%
12B	.7353%
13A	.7353%
13B	.7353%
15A	.7353%
15B	.7353%
16A	.7353%
16B	.7353%
17A	.7353%
17B	.7353%
18A	.7353%
18B	.7353%
19A	.7353%
19B	.7353%

20A	.73538
20B	.73538
21A	.73538
21B	.73538
22A	.73538
22B	.73538
23A	.73538
23B	.73538
24A	.73538
24B	.73538
25A	.73538
25B	.73538
26A	.73538
26B	.73538
27A	.73538
27B	.73538
28A	.73538
28B	.73538
29A	.73538
29B	.73538
31A	.73538
31B	.73538
32A	.73538
32B	.73538
33A	.73538
33B	.73538
35A	.73538
35B	.73538
37A	.73538
37B	.73538
38A	.73538
38B	.73538
39A	.73538
39B	.73538
41A	.73538
41B	.73538
42A	.73538
42B	.73538
43A	.73538
43B	.73538
14A	.73538
14B	.73538
45A	.73538
45B	.73538
47A	.73538
47B	.73538
40A	.73538
40B	.73538
30A	.73538
30B	.73538

880070892

65A	.73538
66A	.73538
67A	.73538
67B	.73538
60A	.73538
60B	.73538
61A	.73538
61B	.73538
62A	.73538
62B	.73538
63A	.73538
63B	.73538
4-1A	.73538
4-1B	.73538
4-1C	.73538
4-1D	.73538
4-1E	.73538
4-1F	.73538
4-1G	.73538
4-1H	.73538
4-1I	.73538
4-1J	.73538
4-2A	.73538
4-2B	.73538
4-2C	.73538
4-2D	.73538
4-2E	.73538
4-2F	.73538
4-2G	.73538
4-2H	.73538
4-2I	.73538
4-2J	.73538
4-3A	.73538
4-3B	.73538
4-3C	.73538
4-3D	.73538
4-3E	.73538
4-3F	.73538
4-3G	.73538
4-3H	.73538
4-3I	.73538
4-3J	.73538
51A	.73538
51B	.73538
53A	.73538
53B	.73538
46A	.73538
46B	.73538

880070892

CROSS REFERENCE

880117756

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE
1500
①

THIS AMENDMENT, executed this 31st day of October,
1988, by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal
Property Regime ("Declaration") and caused said Declaration to
be recorded as Instrument No. 84-66393 in the Office of the
Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of
Wellington Commons to be recorded as Instrument No. 84-66392 in
the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property
Regime established by the Declaration and Declarant now wishes
to add additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law
Declarant now amends the Declaration to expand Wellington
Commons as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being
a portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD
88 NOV 18 PM 2:52
BETH A. LAUSHLIN
MARION COUNTY RECORDER

APPROVED BY: Dee Bailey
DATE: 11-18
AS SET FORTH IN INSTRUMENT NO. 86

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. _____ in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

BY:


Franklin L. Jackson, General
Partner

880117756

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said partnership.

Witness my hand and notarial seal this 30th day of October, 1988.

Harold M. Owens
(NAME of M. OWENS) Notary Public

My Commission Expires:

March 5, 1990

My County of Residence is:

Marion

880117756

This instrument was prepared by John W. Van Buskirk, Attorney.

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the
respective Condominium Units in the Common Areas and Facilities
and Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7246%
1B	.7246%
1C	.7246%
1D	.7246%
2A	.7246%
2B	.7246%
2C	.7246%
2D	.7246%
5A	.7246%
5B	.7246%
5C	.7246%
5D	.7246%
6A	.7246%
6B	.7246%
7A	.7246%
7B	.7246%
8A	.7246%
8B	.7246%
9A	.7246%
9B	.7246%
10A	.7246%
10B	.7246%
11A	.7246%
11B	.7246%
12A	.7246%
12B	.7246%
13A	.7246%
13B	.7246%
15A	.7246%
15B	.7246%
16A	.7246%
16B	.7246%
17A	.7246%
17B	.7246%
18A	.7246%
18B	.7246%
19A	.7246%
19B	.7246%

EXHIBIT "B"
Page 1 of 3

880117756

20A	.72468
20B	.72468
21A	.72468
21B	.72468
22A	.72468
22B	.72468
23A	.72468
23B	.72468
24A	.72468
24B	.72468
25A	.72468
25B	.72468
26A	.72468
26B	.72468
27A	.72468
27B	.72468
28A	.72468
28B	.72468
29A	.72468
29B	.72468
31A	.72468
31B	.72468
32A	.72468
32B	.72468
33A	.72468
33B	.72468
35A	.72468
35B	.72468
37A	.72468
37B	.72468
38A	.72468
38B	.72468
39A	.72468
39B	.72468
41A	.72468
41B	.72468
42A	.72468
42B	.72468
43A	.72468
43B	.72468
14A	.72468
14B	.72468
45A	.72468
45B	.72468
47A	.72468
47B	.72468
40A	.72468
40B	.72468
30A	.72468
30B	.72468

65A	.72468
66A	.72468
67A	.72468
67B	.72468
60A	.72468
60B	.72468
61A	.72468
61B	.72468
62A	.72468
62B	.72468
63A	.72468
63B	.72468
4-1A	.72468
4-1B	.72468
4-1C	.72468
4-1D	.72468
4-1E	.72468
4-1F	.72468
4-1G	.72468
4-1H	.72468
4-1I	.72468
4-1J	.72468
4-2A	.72468
4-2B	.72468
4-2C	.72468
4-2D	.72468
4-2E	.72468
4-2F	.72468
4-2G	.72468
4-2H	.72468
4-2I	.72468
4-2J	.72468
4-3A	.72468
4-3B	.72468
4-3C	.72468
4-3D	.72468
4-3E	.72468
4-3F	.72468
4-3G	.72468
4-3H	.72468
4-3I	.72468
4-3J	.72468
51A	.72468
51B	.72468
53A	.72468
53B	.72468
44A	.72468
44B	.72468
46A	.72468
46B	.72468

WELLINGTON COMMONS
BUILDINGS 44A & 44B

Land being part of the Northeast Quarter of Section 38, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 280.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South: 90 degrees 00 minutes 00 seconds West 123.00 feet to a Point on the easterly right-of-way line of Wellesley Boulevard, as per warranty deed recorded January 3, 1974 as Instrument No. 74-518 in the Office of the Recorder of Marion County, Indiana, thence the following three (3) courses being along the easterly and northerly right-of-way line of said Wellesley Boulevard: (1) South 00 degrees 33 minutes 00 seconds East 298.07 feet to the point of curvature of a curve concave northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet; (2) southeasterly along said curve an arc distance of 159.47 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 148.99); (3) South 80 degrees 00 minutes 00 seconds East 281.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.61 feet; thence North 38 degrees 29 minutes 49 seconds East 17.85 feet; thence North 33 degrees 49 minutes 12 seconds East 32.68 feet; thence North 21 degrees 53 minutes 51 seconds East 45.45 feet; thence North 09 degrees 58 minutes 35 seconds East 99.65 feet to the POINT OF BEGINNING of the herein described real estate; thence North 80 degrees 01 minutes 21 seconds West 96.39 feet; thence North 04 degrees 38 minutes 15 seconds West 81.15 feet to a non-tangent curve concave southwesterly having a central angle of 31 degrees 38 minutes 29 seconds and a radius of 139.00 feet; thence southeasterly along said curve an arc distance of 76.76 feet (said arc being subtended by a chord bearing of South 82 degrees 34 minutes 04 seconds East and a length of 75.79 feet); thence South 86 degrees 45 minutes 07 seconds East 54.83 feet to a nontangent curve concave southeasterly having a central angle of 35 degrees 42 minutes 05 seconds and a radius of 65.00 feet; thence southwesterly along said curve an arc distance of 40.50 feet (said arc being subtended by a chord bearing of South 27 degrees 49 minutes 12 seconds West and a length of 39.85 feet; thence South 09 degrees 58 minutes 35 seconds West 31.37 feet to the point of beginning, containing 0.204 acres, more or less, subject to highways, rights-of-way and easements.

EXHIBIT "C"

880117756

7683BL44/METES

CROSS REFERENCE

890124439

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME



CURTIS L. MARTIN
Dec 13 89 035550

ACCEPTANCE FOR THIS TRANSFER

AMENDMENT, executed this 5th day of December, 19 89,
E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

CROSS REFERENCE

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal Property
Regime ("Declaration") and caused said Declaration to be recorded
as Instrument No. 84-66393 in the Office of the Recorder of
Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington Commons
as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being a
portion of the Real Estate (as defined in the Declaration) is

RECEIVED FOR RECORD
89 DEC 13 PM 12:06
MARION COUNTY RECORDER'S OFFICE

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 890124438 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By Franklin L. Jackson
Franklin L. Jackson, General
Partner

890124439

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Franklin L. Jackson, a general partner of
E & F Realty Co., an Indiana general partnership, who, having
been duly sworn, acknowledged the execution of the foregoing
Amendment for and on behalf of the partnership.

Witness my hand and Notarial Seal this 5th day of
December, 1989.

Kenneth M. Owen
KENNETH M. OWEN, Notary Public

My commission expires:

March 5, 1990

My county of residence:

Marion

x:j06\179.nmo

This instrument was prepared by John W. Van Buskirk, Attorney.

890124439

LEGAL DESCRIPTION FOR BUILDING 48A & 48B

Land being part of the Northeast Quarter of Section 38, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 260.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.00 feet to a point on the Easterly right-of-way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974, as Instrument #74-518 in the Office of the Recorder of Marion County, Indiana; thence the following three (3) courses being along the Easterly and Northerly right-of-way line of said Wellesley Boulevard; (1) South 00 degrees 33 minutes 00 seconds East 298.07 feet to the point of curvature of a curve concave Northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 116.00 feet; (2) Southeasterly along said curve an arc distance of 159.47 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.99 feet) (3) South 80 degrees 00 minutes 00 seconds East 261.80 feet; thence North 10 degrees 00 minutes 00 seconds East 120.81 feet; thence North 80 degrees 00 minutes 00 seconds West 174.00 feet to the POINT OF BEGINNING of herein described real estate; thence North 80 degrees 00 minutes 00 seconds West 44.81 feet to the point of curvature of a curve concave Northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 51.00 feet; thence Northerly along said CURVE an arc distance of 70.72 feet (said arc being subtended by a chord having a bearing of North 40 degrees 16 minutes 30 seconds West and a length of 65.19 feet); thence North 00 degrees 33 minutes 00 seconds West 60.94 feet; thence North 89 degrees 27 minutes 00 seconds East 11.00 feet; thence North 75 degrees 30 minutes 39 seconds East 75.59 feet; thence South 08 degrees 23 minutes 38 seconds East 10.00 feet; thence South 00 degrees 33 minutes 00 seconds East 127.58 feet to the place of beginning containing 0.226 acres, more or less, subject to highways, rights-of-way and easements.

Exhibit "A"

890124439

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7142
1B	.7142
1C	.7142
1D	.7142
2A	.7142
2B	.7142
2C	.7142
2D	.7142
5A	.7142
5B	.7142
5C	.7142
5D	.7142
6A	.7142
6B	.7142
7A	.7142
7B	.7142
8A	.7142
8B	.7142
9A	.7142
9B	.7142
10A	.7142
10B	.7142
11A	.7142
11B	.7142
12A	.7142
12B	.7142
13A	.7142
13B	.7142
15A	.7142
15B	.7142
16A	.7142
16B	.7142
17A	.7142
17B	.7142
18A	.7142
18B	.7142
19A	.7142
19B	.7142
20A	.7142
20B	.7142

EXHIBIT "B"
Page 1 of 4

890124439

<u>Condominium Unit</u>	<u>Percentage Interest</u>
21A	.7142
21B	.7142
22A	.7142
22B	.7142
23A	.7142
23B	.7142
24A	.7142
24B	.7142
25A	.7142
25B	.7142
26A	.7142
26B	.7142
27A	.7142
27B	.7142
28A	.7142
28B	.7142
29A	.7142
29B	.7142
31A	.7142
31B	.7142
32A	.7142
32B	.7142
33A	.7142
33B	.7142
35A	.7142
35B	.7142
37A	.7142
37B	.7142
38A	.7142
38B	.7142
39A	.7142
39B	.7142
41A	.7142
41B	.7142
42A	.7142
42B	.7142
43A	.7142
43B	.7142
14A	.7142
14B	.7142
45A	.7142
45B	.7142
47A	.7142
47B	.7142
40A	.7142
40B	.7142
30A	.7142
30B	.7142

EXHIBIT "B"
Page 2 of 4

390124439

<u>Condominium Unit</u>	<u>Percentage Interest</u>
65A	.7142
66A	.7142
67A	.7142
67B	.7142
60A	.7142
60B	.7142
61A	.7142
61B	.7142
62A	.7142
62B	.7142
63A	.7142
63B	.7142
4-1A	.7142
4-1B	.7142
4-1C	.7142
4-1D	.7142
4-1E	.7142
4-1F	.7142
4-1G	.7142
4-1H	.7142
4-1I	.7142
4-1J	.7142
4-2A	.7142
4-2B	.7142
4-2C	.7142
4-2D	.7142
4-2E	.7142
4-2F	.7142
4-2G	.7142
4-2H	.7142
4-2I	.7142
4-2J	.7142
4-3A	.7142
4-3B	.7142
4-3C	.7142
4-3D	.7142
4-3E	.7142
4-3F	.7142
4-3G	.7142
4-3H	.7142
4-3I	.7142
4-3J	.7142
51A	.7142
51B	.7142
53A	.7142
53B	.7142
44A	.7142
44B	.7142

EXHIBIT "B"
Page 3 of 4

890124439

Condominium Unit

Percentage Interest

46A	.7142
46B	.7142
48A	.7142
48B	.7142

EXHIBIT "B"
Page 4 of 4

890124439

90002885

CROSS REFERENCE

1550
8

CROSS REFERENCE
①

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

CURTIS I. COONROD
RECORDER

HAR 12 00 08 393

ENTERED FOR
RECORD
MAR 12 1989

THIS AMENDMENT, executed this 3rd day of March
by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal Property
Regime ("Declaration") and caused said Declaration to be recorded
as Instrument No. 84-66393 in the Office of the Recorder of
Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington Commons
as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being a
portion of the Real Estate (as defined in the Declaration) is

APPROVED THIS 3-12 day of March 1989
ASSASSOR OF WARREN TOWNSHIP

RECEIVED FOR RECORD

90 MAR 12 PM 2:57

OFFICE OF THE RECORDER
MARION COUNTY RECORDS

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 900022882 in the Office of the Recorder of Marion county, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin L. Jackson, General
Partner

900022885

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in, and for said County and State,
personally appeared Franklin L. Jackson, a general partner of
E & F Realty Co., an Indiana general partnership, who, having
been duly sworn, acknowledged the execution of the foregoing
Amendment for and on behalf of the partnership.

Witness my hand and Notarial Seal this 20th day of
March, 1990



(Nancy M. Owens) Notary Public

My commission expires:

March 5, 1994

My county of residence:

Marion

x:j06\179.nmo

This instrument was prepared by John W. Van Buskirk, Attorney.

900022885

EXHIBIT "A"

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 29 degrees 54 minutes 37 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.00 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 45.63 feet to the POINT OF BEGINNING of the herein described real estate; thence South 06 degrees 15 minutes 38 seconds East 94.36 feet to a point on a non-tangent curve to the left having a central angle of 04 degrees 05 minutes 10 seconds and a radius of 139.00 feet; thence Southwesterly along said curve an arc distance of 9.91 feet (said arc being subtended by a chord having a bearing of South 83 degrees 39 minutes 52 seconds West and a length of 9.91 feet); thence South 81 degrees 36 minutes 22 seconds West 64.14 feet; thence North 08 degrees 23 minutes 38 seconds West 105.38 feet; thence North 90 degrees 00 minutes 00 seconds East 78.39 feet to the point of beginning containing 0.17 acres more or less subject to highways, rights of way and easements.

900022885

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.7092
1B	.7092
1C	.7092
1D	.7092
2A	.7092
2B	.7092
2C	.7092
2D	.7092
5A	.7092
5B	.7092
5C	.7092
5D	.7092
6A	.7092
6B	.7092
7A	.7092
7B	.7092
8A	.7092
8B	.7092
9A	.7092
9B	.7092
10A	.7092
10B	.7092
11A	.7092
11B	.7092
12A	.7092
12B	.7092
13A	.7092
13B	.7092
15A	.7092
15B	.7092
16A	.7092
16B	.7092
17A	.7092
17B	.7092
18A	.7092
18B	.7092
19A	.7092
19B	.7092
20A	.7092
20B	.7092

EXHIBIT "B"
Page 1 of 4

900022885

Condominium Unit

Percentage Interest

21A	.7092
21B	.7092
22A	.7092
22B	.7092
23A	.7092
23B	.7092
24A	.7092
24B	.7092
25A	.7092
25B	.7092
26A	.7092
26B	.7092
27A	.7092
27B	.7092
28A	.7092
28B	.7092
29A	.7092
29B	.7092
31A	.7092
31B	.7092
32A	.7092
32B	.7092
33A	.7092
33B	.7092
35A	.7092
35B	.7092
37A	.7092
37B	.7092
38A	.7092
38B	.7092
39A	.7092
39B	.7092
41A	.7092
41B	.7092
42A	.7092
42B	.7092
43A	.7092
43B	.7092
14A	.7092
14B	.7092
45A	.7092
45B	.7092
47A	.7092
47B	.7092
40A	.7092
40B	.7092
30A	.7092
30B	.7092

EXHIBIT "B"
Page 2 of 4

900022885

<u>Condominium Unit</u>	<u>Percentage Interest</u>
65A	.7092
66A	.7092
67A	.7092
67B	.7092
60A	.7092
60B	.7092
61A	.7092
61B	.7092
62A	.7092
62B	.7092
63A	.7092
63B	.7092
4-1A	.7092
4-1B	.7092
4-1C	.7092
4-1D	.7092
4-1E	.7092
4-1F	.7092
4-1G	.7092
4-1H	.7092
4-1I	.7092
4-1J	.7092
4-2A	.7092
4-2B	.7092
4-2C	.7092
4-2D	.7092
4-2E	.7092
4-2F	.7092
4-2G	.7092
4-2H	.7092
4-2I	.7092
4-2J	.7092
4-3A	.7092
4-3B	.7092
4-3C	.7092
4-3D	.7092
4-3E	.7092
4-3F	.7092
4-3G	.7092
4-3H	.7092
4-3I	.7092
4-3J	.7092
51A	.7092
51B	.7092
53A	.7092
53B	.7092
44A	.7092
44B	.7092

EXHIBIT "B"
Page 3 of 4

900022885

Condominium Unit

Percentage Interest

46A	.7092
46B	.7092
48A	.7092
48B	.7092
52	.7092

EXHIBIT "B"
Page 4 of 4

900022885

900051276

1550
⑧

CROSS REFERENCE

CROSS REFERENCE

MAY 25 1990 014154

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

THIS AMENDMENT, executed this 17th day of May, 1990,
by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal Property
Regime ("Declaration") and caused said Declaration to be recorded
as Instrument No. 84-66393 in the Office of the Recorder of
Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington Commons
as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being a
portion of the Real Estate (as defined in the Declaration) is

APPROVED THIS 25th
DAY OF May 1990
ASSESSOR OF WARREN TOWNSHIP
[Signature] CRAFTSMAN

RECEIVED FOR RECORD

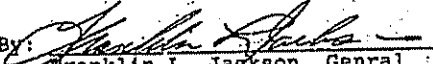
MAY 25 PM 1:25
DELAUGH LIN
MARION COUNTY RECORDER

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 900051275 in the Office of the Recorder of Marion county, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin L. Jackson, General
Partner


900051276

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Franklin L. Jackson, a general partner of
E & F Realty Co., an Indiana general partnership, who, having
been duly sworn, acknowledged the execution of the foregoing
Amendment for and on behalf of the partnership.

Witness my hand and Notarial Seal this 17th day of

May 1990


(NANCY M. OWENS) Notary Public

My commission expires:

maid 5, 1994

My county of residence:

Marion

x:j06\207.nmo

This instrument was prepared by John W. Van Buskirk, Attorney.

900051276

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.6993
1B	.6993
1C	.6993
1D	.6993
2A	.6993
2B	.6993
2C	.6993
2D	.6993
5A	.6993
5B	.6993
5C	.6993
5D	.6993
6A	.6993
6B	.6993
7A	.6993
7B	.6993
8A	.6993
8B	.6993
9A	.6993
9B	.6993
10A	.6993
10B	.6993
11A	.6993
11B	.6993
12A	.6993
12B	.6993
13A	.6993
13B	.6993
15A	.6993
15B	.6993
16A	.6993
16B	.6993
17A	.6993
17B	.6993
18A	.6993
18B	.6993
19A	.6993
19B	.6993
20A	.6993
20B	.6993

Condominium Unit Percentage Interest

21A	.6993
21B	.6993
22A	.6993
22B	.6993
23A	.6993
23B	.6993
24A	.6993
24B	.6993
25A	.6993
25B	.6993
26A	.6993
26B	.6993
27A	.6993
27B	.6993
28A	.6993
28B	.6993
29A	.6993
29B	.6993
31A	.6993
31B	.6993
32A	.6993
32B	.6993
33A	.6993
33B	.6993
35A	.6993
35B	.6993
37A	.6993
37B	.6993
38A	.6993
38B	.6993
39A	.6993
39B	.6993
41A	.6993
41B	.6993
42A	.6993
42B	.6993
43A	.6993
43B	.6993
14A	.6993
14B	.6993
45A	.6993
45B	.6993
47A	.6993
47B	.6993
40A	.6993
40B	.6993
30A	.6993
30B	.6993

EXHIBIT "B"
Page 2 of 4

900051276

<u>Condominium Unit</u>	<u>Percentage Interest</u>
65A	.6993
66A	.6993
67A	.6993
67B	.6993
60A	.6993
60B	.6993
61A	.6993
61B	.6993
62A	.6993
62B	.6993
63A	.6993
63B	.6993
4-1A	.6993
4-1B	.6993
4-1C	.6993
4-1D	.6993
4-1E	.6993
4-1F	.6993
4-1G	.6993
4-1H	.6993
4-1I	.6993
4-1J	.6993
4-2A	.6993
4-2B	.6993
4-2C	.6993
4-2D	.6993
4-2E	.6993
4-2F	.6993
4-2G	.6993
4-2H	.6993
4-2I	.6993
4-2J	.6993
4-3A	.6993
4-3B	.6993
4-3C	.6993
4-3D	.6993
4-3E	.6993
4-3F	.6993
4-3G	.6993
4-3H	.6993
4-3I	.6993
4-3J	.6993
51A	.6993
51B	.6993
53A	.6993
53B	.6993
44A	.6993
44B	.6993

EXHIBIT "B"
Page 3 of 4

900051276

Condominium Unit

Percentage Interest

46A	.6993
46B	.6993
48A	.6993
48B	.6993
52	.6993
50A	.6993
50B	.6993

EXHIBIT "B"
Page 4 of 4

900051276

EXHIBIT "A"

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 416.998 feet; thence North 00 degrees 25 minutes 43 seconds West 1614.768 feet; thence South 89 degrees 27 minutes 00 seconds West 507.547 feet; thence South 00 degrees 33 minutes 00 seconds East 183.128 feet; thence North 89 degrees 27 minutes 00 seconds East 48.000 feet; thence South 00 degrees 00 minutes 00 seconds West 385.870 feet; thence South 90 degrees 00 minutes 00 seconds West 260.958 feet; thence South 00 degrees 00 minutes 00 seconds West 37.000 feet; thence South 90 degrees 00 minutes 00 seconds West 123.000 feet to a point on the Easterly right of way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974, as Instrument #74-518 in the Office of the Recorder of Marion County, Indiana; thence the following three (3) courses being along the Easterly and Northerly right of way line of said Wellesley Boulevard; (1) South 00 degrees 33 minutes 00 seconds East 298.068 feet to the point of a curvature of a curve concave Northeasterly having a central angle of 79 degrees 27 minutes 00 seconds and a radius of 115.00 feet, (2) Southeasterly along said curve an arc distance of 159.466 feet (said arc being subtended by a chord having a bearing of South 40 degrees 16 minutes 30 seconds East and a length of 146.99 feet) (3) South 80 degrees 00 minutes 00 seconds East 161.90 feet; thence North 10 degrees 00 minutes 00 seconds East 120.61 feet; thence North 58 degrees 29 minutes 49 seconds East 12.52 feet; thence North 80 degrees 00 minutes 00 seconds West 112.28 feet to the POINT OF BEGINNING of this description; thence North 80 degrees 00 minutes 00 seconds West 70.63 feet; thence North 00 degrees 33 minutes 00 seconds West 116.39 feet; thence North 81 degrees 36 minutes 23 seconds East 58.67 feet; thence North 08 degrees 23 minutes 37 seconds West 19.02 feet; thence North 81 degrees 36 minutes 32 seconds East 87.72 feet; thence South 26 degrees 11 minutes 43 seconds West 94.57 feet; thence South 19 degrees 25 minutes 59 seconds West 89.05 feet to the place of beginning containing 0.330 acres, more or less, subject to all legal highways, rights of way, easements and restrictions of record.

900051276

X:J207.nmo

CROSS REFERENCE

900054360

CROSS REFERENCE

550
8

CROSS REFERENCE

90 JUN -4 PM 2:17

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

EDITH J. LARSEN
MARION COUNTY RECORDER

THIS AMENDMENT, executed this 4th day of JUNE, 1996,

by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal Property
Regime ("Declaration") and caused said Declaration to be recorded
as Instrument No. 84-66393 in the Office of the Recorder of
Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to add
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington Commons
as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being a
portion of the Real Estate (as defined in the Declaration) is

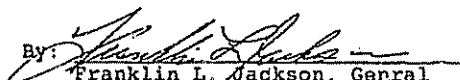
Pat Linton
June 4, 1996

hereby subjected to the Declazation and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 90-54359.8 in the Office of the Recorder of Marion county, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By: 
Franklin L. Jackson, Genral
Partner


900054360

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Franklin L. Jackson, a general partner of
E & F Realty Co., an Indiana general partnership, who, having
been duly sworn, acknowledged the execution of the foregoing
Amendment for and on behalf of the partnership.

Witness my hand and Notarial Seal this 31st day of

May, 1990


VINCENT M. OWENS Notary Public

My commission expires:

March 5, 1994

My county of residence:

Marion

x:j06\213.nnd

This instrument was prepared by John W. Van Buskirk, Attorney.

900054360

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.6944
1B	.6944
1C	.6944
1D	.6944
2A	.6944
2B	.6944
2C	.6944
2D	.6944
5A	.6944
5B	.6944
5C	.6944
5D	.6944
6A	.6944
6B	.6944
7A	.6944
7B	.6944
8A	.6944
8B	.6944
9A	.6944
9B	.6944
10A	.6944
10B	.6944
11A	.6944
11B	.6944
12A	.6944
12B	.6944
13A	.6944
13B	.6944
15A	.6944
15B	.6944
16A	.6944
16B	.6944
17A	.6944
17B	.6944
18A	.6944
18B	.6944
19A	.6944
19B	.6944
20A	.6944
20B	.6944

EXHIBIT "B"
Page 1 of 4

300054360

Condominium Unit Percentage Interest

21A	.6944
21B	.6944
22A	.6944
22B	.6944
23A	.6944
23B	.6944
24A	.6944
24B	.6944
25A	.6944
25B	.6944
26A	.6944
26B	.6944
27A	.6944
27B	.6944
28A	.6944
28B	.6944
29A	.6944
29B	.6944
31A	.6944
31B	.6944
32A	.6944
32B	.6944
33A	.6944
33B	.6944
35A	.6944
35B	.6944
37A	.6944
37B	.6944
38A	.6944
38B	.6944
39A	.6944
39B	.6944
41A	.6944
41B	.6944
42A	.6944
42B	.6944
43A	.6944
43B	.6944
14A	.6944
14B	.6944
45A	.6944
45B	.6944
47A	.6944
47B	.6944
40A	.6944
40B	.6944
30A	.6944
30B	.6944

EXHIBIT "B"
Page 2 of 4

900054360

<u>Condominium Unit</u>	<u>Percentage Interest</u>
65A	.6944
66A	.6944
67A	.6944
67B	.6944
60A	.6944
60B	.6944
61A	.6944
61B	.6944
62A	.6944
62B	.6944
63A	.6944
63B	.6944
4-1A	.6944
4-1B	.6944
4-1C	.6944
4-1D	.6944
4-1E	.6944
4-1F	.6944
4-1G	.6944
4-1H	.6944
4-1I	.6944
4-1J	.6944
4-2A	.6944
4-2B	.6944
4-2C	.6944
4-2D	.6944
4-2E	.6944
4-2F	.6944
4-2G	.6944
4-2H	.6944
4-2I	.6944
4-2J	.6944
4-3A	.6944
4-3B	.6944
4-3C	.6944
4-3D	.6944
4-3E	.6944
4-3F	.6944
4-3G	.6944
4-3H	.6944
4-3I	.6944
4-3J	.6944
51A	.6944
51B	.6944
53A	.6944
53B	.6944
44A	.6944
44B	.6944

EXHIBIT "B"
Page 3 of 4

900054360

Condominium Unit

Percentage Interest

46A	.6944
46B	.6944
48A	.6944
48B	.6944
52	.6944
50A	.6944
50B	.6944
36	.6944

EXHIBIT "B"
Page 4 of 4

900054360

EXHIBIT "A"

Land being part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 417.00 feet; thence North 00 degrees 25 minutes 43 seconds West 1514.77 feet; thence South 89 degrees 27 minutes 00 seconds West 507.55 feet; thence South 00 degrees 33 minutes 00 seconds East 183.13 feet; thence North 89 degrees 27 minutes 00 seconds East 48.20 feet; thence South 00 degrees 00 minutes 00 seconds West 385.87 feet; thence South 90 degrees 00 minutes 00 seconds West 260.96 feet; thence South 00 degrees 00 minutes 00 seconds West 37.00 feet; thence South 90 degrees 00 minutes 00 seconds West 123.00 feet to a point on the Easterly Right of way line of Wellesley Boulevard, as per Warranty Deed recorded January 3, 1974, as Instrument #74-518 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 33 minutes 00 seconds East 93.60 feet to the POINT OF BEGINNING of the herein described real estate; thence North 89 degrees 27 minutes 00 seconds East 79.38 feet; thence North 85 degrees 41 minutes 35 seconds East 44.24 feet to the point of curvature of a curve concave southeasterly having a central angle of 106 degrees 52 minutes 35 seconds and a radius of 32.00 feet; thence southerly along said curve an arc length of 59.69 feet (said arc being subtended by a chord having a bearing of South 28 degrees 10 minutes 04 seconds West and a length of 51.41 feet); thence South 25 degrees 16 minutes 14 seconds East 24.27 feet to the point of curvature of a curve concave westerly having a central angle of 12 degrees 16 minutes 47 seconds and a radius of 75.00 feet; thence southerly along said curve an arch length of 16.07 feet (said arc being subtended by a chord having a bearing of South 19 degrees 05 minutes 10 seconds East and a length of 16.04 feet); thence South 89 degrees 26 minutes 58 seconds West 114.08 feet; thence North 00 degrees 33 minutes 00 seconds West 79.44 feet to the point of beginning, containing 0.189 acres, more or less; subject to highways, rights of way and easements.

APPROVED
CHD-DDS BY *D.G. Gilman*

X:J06:213.nmo

6-4-90

900054360

900054362 GROSS REFERENCE

CROSS REFERENCE

AMENDMENT TO DECLARATION AND
BY-LAWS OF WELLINGTON COMMONS
HORIZONTAL PROPERTY REGIME

150
8

THIS AMENDMENT, executed this 4th day of JUNE, 1990,
by E & F Realty Co., an Indiana general partnership
("Declarant"), witnesses the following:

WHEREAS, Declarant on August 20, 1984, executed the
Declaration and By-Laws of Wellington Commons Horizontal Property
Regime ("Declaration") and caused said Declaration to be recorded
as Instrument No. 84-66393 in the Office of the Recorder of
Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Wellington
Commons to be recorded as Instrument No. 84-66392 in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the
Declaration, Declarant reserved the right to subject additional
real estate to the Wellington Commons Horizontal Property Regime
established by the Declaration and Declarant now wishes to
additional real estate to Wellington Commons:

NOW, THEREFORE, in accordance with its rights under the
Declaration and under the Indiana Horizontal Property Law,
Declarant now amends the Declaration to expand Wellington Commons
as follows:

1. The Real Estate more particularly described in Exhibit
"A" attached hereto and by reference made a part hereof, being a
portion of the Real Estate (as defined in the Declaration) is

Pat Denton
June 4 90

RECEIVED FOR RECORD
90 JUN-4 PM 2:23
MARION COUNTY RECORDER

hereby subjected to the Declaration and is hereby made a part of Wellington Commons Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 96-543614 in the Office of the Recorder of Marion county, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Wellington Commons for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, E & F Realty Co., has caused the Amendment to be executed as of the day and year first written above.

E & F REALTY CO.

By Franklin L. Jackson
Franklin L. Jackson, General
Partner

9C0054362

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Franklin L. Jackson, a general partner of E & F Realty Co., an Indiana general partnership, who, having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of the partnership.

Witness my hand and Notarial Seal this 7th day of

May, 1920.

Wm. M. Jones
(Wm. M. Jones) Notary Public

My commission expires:

March 5, 1924

My county of residence:

Marion

x:j06\213.nmo

This instrument was prepared by John W. Van Buskirk, Attorney.

300054362

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective
Condominium Units in the Common Areas and Facilities and Limited
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1A	.6849
1B	.6849
1C	.6849
1D	.6849
2A	.6849
2B	.6849
2C	.6849
2D	.6849
5A	.6849
5B	.6849
5C	.6849
5D	.6849
6A	.6849
6B	.6849
7A	.6849
7B	.6849
8A	.6849
8B	.6849
9A	.6849
9B	.6849
10A	.6849
10B	.6849
11A	.6849
11B	.6849
12A	.6849
12B	.6849
13A	.6849
13B	.6849
15A	.6849
15B	.6849
16A	.6849
16B	.6849
17A	.6849
17B	.6849
18A	.6849
18B	.6849
19A	.6849
19B	.6849
20A	.6849
20B	.6849

<u>Condominium Unit</u>	<u>Percentage Interest</u>
21A	.6849
21B	.6849
22A	.6849
22B	.6849
23A	.6849
23B	.6849
24A	.6849
24B	.6849
25A	.6849
25B	.6849
26A	.6849
26B	.6849
27A	.6849
27B	.6849
28A	.6849
28B	.6849
29A	.6849
29B	.6849
31A	.6849
31B	.6849
32A	.6849
32B	.6849
33A	.6849
33B	.6849
35A	.6849
35B	.6849
37A	.6849
37B	.6849
38A	.6849
38B	.6849
39A	.6849
39B	.6849
41A	.6849
41B	.6849
42A	.6849
42B	.6849
43A	.6849
43B	.6849
14A	.6849
14B	.6849
45A	.6849
45B	.6849
47A	.6849
47B	.6849
40A	.6849
40B	.6849
30A	.6849
30B	.6849

EXHIBIT "B"
Page 2 of 4

900054362

<u>Condominium Unit</u>	<u>Percentage Interest</u>
65A	.6849
66A	.6849
67A	.6849
67B	.6849
60A	.6849
60B	.6849
61A	.6849
61B	.6849
62A	.6849
62B	.6849
63A	.6849
63B	.6849
4-1A	.6849
4-1B	.6849
4-1C	.6849
4-1D	.6849
4-1E	.6849
4-1F	.6849
4-1G	.6849
4-1H	.6849
4-1I	.6849
4-1J	.6849
4-2A	.6849
4-2B	.6849
4-2C	.6849
4-2D	.6849
4-2E	.6849
4-2F	.6849
4-2G	.6849
4-2H	.6849
4-2I	.6849
4-2J	.6849
4-3A	.6849
4-3B	.6849
4-3C	.6849
4-3D	.6849
4-3E	.6849
4-3F	.6849
4-3G	.6849
4-3H	.6849
4-3I	.6849
4-3J	.6849
51A	.6849
51B	.6849
53A	.6849
53B	.6849
44A	.6849
44B	.6849

EXHIBIT "B"
Page 3 of 4

90005436Z

Condominium Unit

Percentage Interest

46A	.6849
46B	.6849
48A	.6849
48B	.6849
52	.6849
50A	.6849
50B	.6849
36	.6849
64A	.6849
64B	.6849

EXHIBIT "B"
Page 4 of 4

900054362

EXHIBIT "A"

A part of the Northeast Quarter of Section 36, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence South 89 degrees 54 minutes 34 seconds West along the South line thereof 788.225 feet; thence North 00 degrees 05 minutes 26 seconds West 25.00 feet; thence North 75 degrees 54 minutes 20 seconds West 84.534 feet to a point on a curve concave northerly having a central angle of 16 degrees 00 minutes 00 seconds and a radius of 1100.916 feet; thence westerly along said curve an arc distance of 307.434 feet (said arc being subtended by a chord having a bearing of North 82 degrees 06 minutes 00 seconds West and a length 306.435 feet); thence North 74 degrees 05 minutes 00 seconds West 25.504 feet; thence North 00 degrees 00 minutes 00 seconds East 134.212 feet to the POINT OF BEGINNING; thence continuing North 00 degrees 00 minutes 00 seconds East 66.64 feet; thence North 90 degrees 00 minutes 00 seconds East 84.00 feet; thence South 00 degrees 00 minutes 00 seconds West 66.64 feet; thence South 90 degrees 00 minutes 00 seconds West 84.00 feet to the point of beginning containing 0.129 acres (5598 square feet) more or less, subject to highways, right of way, easements and restrictions.

APPROVED
DMD-DSS BY *D. Gilman*

X:J06:214.nmo

6-4-90

900054362

5

JOHN R. VON ARX

**AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR WELLINGTON COMMONS HORIZONTAL PROPERTY REGIME**

126028 APR 24 1998

This Amendment to the Declaration of Condominium Ownership for the Wellington Commons Horizontal Property Regime was made as of the 24th day of November, 1997.
DULY CERTIFIED BY RECORDER
SUBJECT TO TRANSFER
FOR TRANSFER

WITNESSETH THAT:

WHEREAS, the Wellington Commons Horizontal Property Regime located in Marion County, Indiana was originally created and formed pursuant to the Indiana Horizontal Property Act codified at Indiana Code § 32-1-6-1 et seq., as amended, and pursuant to a certain "Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Wellington Commons Horizontal Property Regime," recorded in the Office of the Recorder of Marion County, Indiana, on August 24, 1984, as Instrument No. 84-21095 ("Declaration"), to which were attached as an exhibit the Code of By-Laws of Wellington Commons Condominium Owners' Association, Inc. ("By-Laws"); and

WHEREAS, the Declaration established Phase I of the Wellington Commons Horizontal Property Regime; and

WHEREAS, said Declaration was amended and/or supplemented by the developer whereby additional real estate was annexed to the Property, the complete legal description for which is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, Article XI, Section 8 of the Declaration enables the same to be amended by a vote of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote of the Co-Owners in a duly constituted meeting called for such purpose; and

WHEREAS, the Co-Owners within Wellington Commons desire to adopt certain amendments to the Declaration as set forth herein; and

WHEREAS, after notice was duly given pursuant to the By-Laws, the Annual Meeting of the Co-Owners was held on the 24th day of November, 1997, one of the stated purposes of which was to consider and adopt this Amendment; and

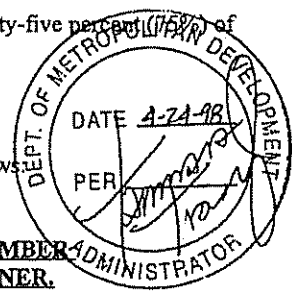
WHEREAS, at said Annual Meeting, the Owners holding more than seventy-five percent (75%) of the Percentage Vote of the Co-Owners voted to approve this Amendment

NOW, THEREFORE, the Declaration is amended as follows:

- 1. There shall be a new Article XII added to the Declaration as follows:

**ARTICLE XII
LEASING OF CONDOMINIUM UNITS & MAXIMUM NUMBER
OF CONDOMINIUM UNITS OWNED BY A SINGLE OWNER.**

Section 12.1. Limits of the Number of Leased Units. In order to insure that the residents within Wellington Commons share the same proprietary interest in and respect of the Condominium Units and the Common Areas, no more than thirteen percent (13%) of the Condominium Units may be leased or rented to non-owner



occupants at any given time, except as may be otherwise provided in this Article XII. If at any time such percentage of Condominium Units are leased or rented, an Owner who wants to rent or lease his or her Condominium Unit which is not already rented or leased shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Condominium Unit shall immediately notify the Board of Directors or Managing Agent of such fact and that Condominium Unit cannot be re-leased or re-rented until all prior Owners on the waiting list, if any, have had a chance to lease or rent their Condominium Units. Prior to the execution of any lease or rental agreement, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease or rent his or her Condominium Unit. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Condominium Units may be leased or rented, or whether the maximum number of Condominium Units within Wellington Commons is currently being leased or rented. If the maximum number of Condominium Units is being leased or rented, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Owners of Condominium Units that were purchased and leased or rented prior to the date of November 1, 1997, are not subject to this Section 12.1. However, all such Owners shall promptly provide written notice to the Managing Agent of all such previously or currently leased or rented units within thirty (30) days of the date of recording of these restrictions. Only Condominium Units that are leased or rented for the first time after such date are subject to this Section 12.1.

Section 12.2. Maximum Number of Dwelling Units Owned by a Single Owner.

As defined in Article I, Section 1(r) of this Declaration, "Owner" means the record owner, whether one or more Persons, of a fee simple title to any Condominium Unit, including contract sellers. As used in this Section 12.2, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Condominium Unit and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Condominium Unit. As an example, if any person or entity owns or has any interest in the ownership of two (2) Condominium Units, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Condominium Unit whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity. In order to encourage Wellington Commons being and remaining a community where the Co-Owners reside on the property:

- (a) No Owner may own more than two (2) Condominium Units within Wellington Commons at any time. This restriction shall not apply to any Owner who owns more than two (2) Condominium Units which were purchased, or with respect to which there was a binding purchase agreement, prior to the recording of this restriction. Any purchase agreement or conveyance executed subsequent to the recording of this restriction which

violates this Section 12.2 shall be voidable at the election of the Board of Directors and the Board of Directors, on behalf of the Association, shall have the right to exercise any and all available remedies at law or equity.

(b) If any Owner is the Owner of more than one (1) Condominium Unit, such Owner or the majority of the principals of such Owner shall and must reside in Wellington Commons in at least one (1) of such Condominium Units, unless otherwise approved by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of a Special Circumstance (hereafter defined), in which event one (1) of such Condominium Units shall be sold within twelve (12) months of the date of commencement of such Special Circumstance, unless there is a further showing by such Owner, satisfactory to the Board of Directors, that one (1) or more of such Owners will return to reside in one (1) of such Condominium Units and one (1) or more of such Owners in fact does so return to reside within twenty-four (24) months of the date of commencement of such Special Circumstance. After the expiration of such twelve (12) month period, or such twenty-four (24) month period, if applicable, one (1) of such Condominium Units cannot be rented or leased, or otherwise occupied by non-Owners. Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates or with the passage of time by its terms will violate this Section 12.2 shall be voidable at the election of the Board of Directors and the Board of Directors, on behalf of the Association, shall have the right to exercise any and all available remedies at law or equity. For purposes of this Section 12.2, "Special Circumstances" shall mean the inability of all of the then residing Owners to reside in one (1) of such Condominium Units by reason of:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a ten (10) mile radius of the perimeter of Wellington Commons due to a change of employment of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Wellington Commons due to the retirement of at least one (1) of such Owners; or
- (6) other similar circumstances.

Section 12.3. General Lease Conditions. All leases or rental arrangements, including renewals, shall be in writing, and no lease or rental agreement shall be entered into for a term of less than one (1) year without the proper written approval

of the Board of Directors. No portion of any Condominium Unit other than the entire Unit shall be leased or rented for any period. No subleasing shall be permitted. All leases or rental agreements shall be made expressly subject and subordinate in all respects to the terms of this Declaration, the By-Laws, the Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, all as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Condominium Unit. If such provision is not in the lease, it will be deemed to be in such lease or rental agreement. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease or rental agreement. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing or renting. All Owners who do not reside in the Condominium Unit shall provide the Board of Directors or Managing Agent with the name of the tenant(s) and any other residents living in the Unit.

Section 12.4. Owner is Still Liable. No lease or rental agreement shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Indiana Horizontal Property Act, this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 12.5. Copy of Lease. A copy of each executed lease or rental agreement by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Board of Directors or Managing Agent by the Owner within thirty (30) days after execution.

Section 12.6. Violations. Any lease or rental or attempted lease or rental of a Condominium Unit in violation of the provisions of this Article XII shall be voidable at the election of the Association (acting through the Board of Directors) or any other Owner, except that neither party to such lease or rental agreement may assert this provision of this Article XII to avoid its obligations thereunder.

Section 12.7. Institutional Mortgagees. The provisions set forth in this Article XII shall not apply to any institutional mortgagee of any Condominium Unit which comes into possession of the Unit by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

2. Definitions. The definition of terms defined in the Declaration as used herein shall be applicable to this Amendment.

3. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute a ratification of this Amendment, together with the Declaration (including all amendments and supplements thereto), the By-Laws and all amendments thereto, the Articles

of Incorporation and all amendments thereto, and any Rules or Regulations adopted pursuant to said documents, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

IN WITNESS WHEREOF, the undersigned execute this Amendment to the Declaration of Condominium Ownership for the Wellington Commons Horizontal Property Regime and certify the truth of the facts herein stated, this 24 day of MARCH, 1998.

Wellington Commons Condominium Owners' Association, Inc., by:

Richard Lee Ulrey
Signature
RICHARD LEE ULREY
PRESIDENT
Printed & Title

ATTEST:

William Dixon
Signature
Board member
Printed & Title

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared RICHARD LEE ULREY and WILLIAM DIXON, the President and BOARD MEMBER, respectively, of Wellington Commons Condominium Owners' Association, Inc., who acknowledged execution of the foregoing Amendment to the Declaration of Condominium Ownership for the Wellington Commons Horizontal Property Regime for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 24th day of MARCH, 1998.

Jeffrey L. Price
Notary Public - Signature
JEFFREY L. PRICE
Printed

My Commission Expires: 9/20/00

Residence County: MARION

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS & MURRAY, P C, Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.

APPROVED THIS 15th
DAY OF APRIL 19 98
ASSESSOR OF WARREN TOWNSHIP
Christine Stewart DRAFTSMAN