

DECLARATION OF  
HORIZONTAL PROPERTY OWNERSHIP  
WINDRIDGE  
HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this 5 day of October, 1975,  
by Robert V. Welch (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

The description of the subject real estate is  
attached hereto and made part hereof, as though  
fully set out herein as Exhibit "A",

(hereinafter referred to as "Phase 1, Section 2").

B. Declarant, by execution of this Declaration or a  
Supplemental Declaration or Declarations, creates a Horizontal  
Property Regime upon the tract, subject to the provisions of  
the Horizontal Property Act of the State of Indiana and the  
terms and conditions of this Declaration.

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

1. Definitions. The following terms, as used in this  
Declaration, unless the context clearly requires otherwise,  
shall mean the following:

- (a) "Act" means the Horizontal Property Act of the  
State of Indiana, Act 1963, Chapter 349, Sections  
1 through 31, as amended. The Act is incorporated  
herein by reference.
- (b) "Additional Tract" means the real estate referred  
to in paragraph 1c, which may in part or in whole  
from time to time be annexed to and included within  
Windridge as provided in paragraph 1b.

- (c) "Association" means the incorporated association of Co-owners of Windridge more particularly described in paragraph 13.
- (d) "Board of Managers" means the governing body of the Association elected by the Co-owners in accordance with the By-laws. The term "Board of Managers" as used herein and in the By-laws shall be synonymous with the term "Board of Directors" as used in the Act.
- (e) "Building", if and when used, shall mean and be the same as "Dwelling Unit".
- (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 and incorporated herein by reference.
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
- (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair, and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-laws.
- (i) "Co-owners" means the Owners of all the Dwelling Units.
- (j) "Declarant" means the owner of the real estate described at the time of the filing of this Declaration, his successors and assigns to his interest herein, other than those persons who purchase units by deed from the Declarant, unless the conveyance indicates an intent that grantee become the Declarant.
- (k) "Dwelling Unit" means one of the individual units constituting Windridge, each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.
- (l) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the adjustment to be made to the Percentage Interest appertaining to each Dwelling Unit as each Phase is annexed to Windridge.



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- (m) "Garage and Storage Areas" shall mean the garage, storage and closet areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit as shown and designated on the Plans.
- (n) "Windridge" means the name by which the Property and Horizontal Property Regime shall be known.
- (o) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.
- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is appurtenant to each particular Dwelling 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 Dwelling Unit.
- (t) "Phase" means a part of the Tract upon which Dwelling Units are constructed and annexed to Windridge as provided in paragraph 16. Each particular Phase shall be identified by a Roman numeral designation corresponding to the chronological order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Phase I, Section 2, prepared by Browning, Day, Pollak Associates, Registered Architects, under date of OCTOBER 2, 1975 and a site plan, survey and elevation of the Tract and Buildings prepared by Mid-States Engineering Co., Inc., certified by Sol Miller, registered land surveyor and engineer, under date of OCTOBER 2, 1975, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Unit for the Dwelling Units which are constructed on the Phases of the Additional Tract when and if annexed to and made a part of Windridge.



- (v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of Windridge.
- (w) "Square Footage" or "Square Feet" means the square footage or square feet applicable to a particular Dwelling Unit as determined in accordance with the Formula contained in paragraph 16. The Square Footage for each Dwelling Unit in Phase I, Section 2, is shown on the plans attached hereto and the Square Footage for each Dwelling Unit in subsequent Phases shall be designated by Declarant upon filing of the appropriate Supplemental Declaration and shall for all purposes remain as so designated even though actual measurement may reveal some deviation.
- (x) "Tract" means the real estate described in paragraph A above and referred to as Phase I, Section 2, together with the particular Phases of the Additional Tract when and if annexed to Windridge.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are thirteen (13) Dwelling Units in Phase I, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 52 through 60 and 65 through 68. The Dwelling Units in the Additional Tract, or Phases thereof, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Supplemental Declaration and Supplemental Plans annexing such Phase or Phases to Windridge.

4. Identification of Dwelling Unit. Each Dwelling Unit is identified by arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the arabic number designation of the particular Dwelling Unit.

5. Description of Dwelling Units.

- (a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as hereinafter defined and all portions thereof situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling 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 Dwelling Unit or which may be necessary for the safety, support, maintenance,

use and operation of any of the Dwelling Units 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 Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit. The interior surface of all doors and windows in the perimeter walls of a Dwelling Unit, whether or not located within the boundaries of a Dwelling Unit, are considered part of the Dwelling Unit.

- (b) **Boundaries.** The boundaries of each Dwelling Unit shall be as shown on the Plans without regard to the existing construction measured between the upper surface of the floor joist or slabs to which the sub-floor is attached, lower surface of the ceiling joist, and the interior surface of the wall studs in the perimeter walls to which the finished walls of each Dwelling Unit are attached. In the case of town house Dwelling Units or Dwelling Units consisting of two stories, the vertical boundaries shall run from the upper surface of the lowest floor joist or slab to the lower surface of the highest ceiling joist and, except as otherwise provided in paragraph 5(a), shall include the ceilings and floors in between. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate wall, floor or ceiling of the Dwelling Unit.

**6. Common Area and Facilities.** Common Areas means and includes (1) the Tract, (2) the foundations, (3) the yards, gardens, sidewalks and driveways except for those driveways designed to serve particular individual garage units, (4) central electricity, gas, water, and sanitary sewer mains serving the Dwelling Units, (5) exterior lighting fixtures and electrical service lighting the exterior of the Dwelling Units except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring, (7) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.



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

- (a) **Garage and Storage Area Spaces.** The Garage and Storage Areas shall be limited to the exclusive use of a particular Dwelling Unit as designated on the Plans. The exclusive use of such Garage and Storage Areas shall pass with title to the Dwelling Unit for which such Area is designated, even though not expressly mentioned in the document passing title. The Garage and Storage Areas and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license to any other Owner to use all or part of his Garage and Storage Areas, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Dwelling Unit for which the Garage and Storage Areas are designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such Garage and Storage Areas; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Garage and Storage Areas.
- (b) **Exterior Surfaces.** The exterior surface of doors and windows and the perimeter walls in each Dwelling Unit shall be limited to the exclusive use of the Dwelling Unit to which they appertain.
- (c) **Porches and Entranceways.** The porches, entranceways, hallways and stairs through which access to a Dwelling Unit is obtained are limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway, porch, hallway and stairs, as designated on the Plans.
- (d) **Patios and Balconies.** The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant, as designated on the Plans.
- (e) **Driveways.** The driveway, walkway and similar areas used for access to particular individual Dwelling Units or the garage serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Area and Percentage Interest.

Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accordance with the Formula set forth in paragraph 16 of this Declaration.

If Windridge consists only of Phase 1, each Dwelling Unit's Percentage Interest shall be that as the square footage of the same bears to the total Square Footage of all the Dwelling Units. If any Phase of the Additional Tract is annexed to Windridge, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Phase or Phases which are a part of Windridge prior to such annexation will automatically reduce in accordance with the Formula, and the balance of such Percentage Interest shall revert to the Declarant, his successors and assigns. The Owners of Dwelling Units in the Phase or Phases which are a part of Windridge prior to such annexation shall be granted and receive a Percentage Interest in the Common Area of such Phase of the additional Tract being annexed to Windridge, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration annexing such Phase or Phases. The method of determining the Percentage Interest as set forth in this paragraph 8 and paragraph 16 shall not be altered without the unanimous consent of all the co-owners.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to Windridge and the Association upon which the Co-owners are entitled to vote, including but not limited to the election of the Board of Managers.

9. Encroachments and Easements for Common Areas. If,

by reason of the location, construction, settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such event an easement shall be deemed to exist and run to the Co-owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Dwelling Units, Common Areas or Limited Common Areas and serving his Dwelling Unit.

10. Real Estate Taxes.

Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Tract and Additional Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share shall be determined as follows:



(a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be multiplied by a fraction, the numerator of which is the total acreage constituting the land not separately assessed and the denominator of which is the total acreage which is assessed as a whole.

(b) With respect to the real estate taxes assessed against the improvements, the amount of such taxes shall be multiplied by a fraction, the numerator of which is the total Square Footage of all Dwelling Units which are a part of the land not separately assessed and the denominator of which is the total Square Footage of all Dwelling Units which are assessed as a whole.

(c) Each individual Owner's proportionate share shall be determined by multiplying the sum of the products obtained in (a) and (b) above by a fraction, the numerator of which is the square footage of each Owner's Dwelling Unit not separately assessed and the denominator of which is the total Square Footage of all Dwelling Units not separately assessed.

11. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of the Building in the performance of their duties. An easement shall be granted to all utilities and their agents for installation, repair, replacement, and maintenance of such utilities, including but not limited to water, sewer, gas, telephones and electricity on the Property provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by the Board of Managers. By virtue of this easement the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to erect and maintain electric and telephone wires, conduits and conductors on, above, across and under the roof and exterior walls of the Building.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an Association of the Co-owners of the Dwelling Units in the Building to be known as the Building Co-owners Association. Each Owner shall be a member of the Assoc. from the time he acquires title to the Unit and shall cease to be an Owner and shall be ineligible to be an Owner

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-laws. The Co-owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-owners in providing for the management, maintenance, repair, replacement and upkeep of the Property.

#### 14. Maintenance, Decoration, Repairs and Replacements

Each owner shall at his expense, be responsible for the maintenance, repairs, decoration and replacement within the interior of his own Dwelling Unit, Garage and Storage Areas, basement, and the heating, air conditioning and other equipment serving his Dwelling Unit unless otherwise provided in the By-laws. The Board of Managers reserves the exclusive right to determine the decor of each unit inclusive, but not exclusive of, color of paint, all outside decor, inside draperies and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decor of his Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired might adversely affect any Dwelling Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas and, except as otherwise provided, Limited Areas, shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Dwelling Unit for the purposes of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of the same.

#### 15. Alterations, Additions and Improvements. No

Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit and within the boundaries thereof which would affect the safety or structural portion of the Dwelling Unit.

#### 16. Annexation of Additional Tract. Declarant anticipates

that it will construct additional Dwelling Units on the Additional Tracts, all or part of which may be annexed to Windridge in the manner hereinafter set forth. Such additional tract or tracts are nominated as same as outlined on Exhibit "B" attached hereto. Declarant is leasing to the Board of Managers and/or Owners a certain tract of land adjacent to the described real estate, commonly known as the "Manor House", which lease is specifically referred to herein and is made part of this Declaration by reference.

At any time prior to December 31, 1982, Declarant, at his option may, but is not obligated to, cause all or part of the Additional Tract to be annexed to Windridge in Phases, subject to the following conditions:



- (a) Another Phase may be annexed if the Dwelling Units to be constructed in such Phase have been substantially completed and the Supplemental Plans to be filed with the Supplemental Declaration are completed, certified to by the engineer or architect as fully and accurately depicting the layout, location and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Phase.
- (b) The Dwelling Units on any Phase to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed on the Tract, although not necessarily of similar type floor plan, design, or exterior.
- (c) Declarant shall be the sole owner of the fee simple title to the Phase to be annexed.

Declarant expressly reserves the right not to annex to Windridge any or all of the Additional Tracts. No Owner shall acquire any rights whatsoever in the Additional Tract except as to those Phases which are annexed to and made a part of Windridge.

The Percentage Interest appurtenant to each Dwelling Unit shall be based on the ratio that the Square Footage in each Dwelling Unit bears to the total Square Footage of all the Dwelling Units now or hereafter annexed to Windridge. As all of the Dwelling Units shall be constructed with labor and materials of comparable quality, the comparable Square Footage of each Dwelling Unit shall be conclusively deemed to be the relative value of each Dwelling Unit with relation to the Property as a whole. The Square Footage applicable to each Dwelling Unit shall be the sum of:

- (a) the first 1,000 square feet of Area applicable to a particular Dwelling Unit, plus
- (b) 75% of the second 1,000 square feet of such Area, plus
- (c) 50% of all the remaining square feet of such Area.

Area applicable to Dwelling Unit as that term is used above means the area within the perimeter walls of a Dwelling Unit, including basement area and the Garage and Storage Areas appurtenant to the Dwelling Unit, but excluding the appurtenant patio, balcony, and courtyard areas.

For example, a given Dwelling Unit contains 3,731 actual square feet of living area within its perimeter walls, including basement, plus Garage and Storage Areas containing 615 square feet. The Square Footage of such Dwelling Unit would be determined as follows:

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1,000 plus 750 (.75 times 1,000), plus 1173.0  
(.5 times 2346) equals 2923.0. Thus, the Square  
Footage of such Dwelling Unit as the term is used in this  
Declaration and the By-laws is 2,923.

The Percentage Interest appurtenant to each Dwelling Unit  
shall be computed and, upon the annexation of an additional  
Phase, or section thereof, recomputed, as set forth in the  
following Formula:

The Square Footage of each Dwelling Unit shall be  
divided by the total Square Footage of all the Dwelling  
Units in Windridge. The resulting quotient multiplied  
by 100 shall be the Percentage Interest of such Dwelling  
Unit. Upon annexation of an additional Phase, the same  
method shall be utilized to recalculate the Percentage  
Interest of each Dwelling Unit, using as the divisor  
the total of the Square Footage of all Dwelling Units  
being annexed. The quotient shall be rounded off to  
the fourth decimal place with minor adjustments thereof  
to be made by Declarant so that the resulting total of  
all Percentage Interests shall always be exactly 100%.

For example: Upon recording of this Declaration the  
Percentage Interest of the given Dwelling Unit has  
been determined by dividing its Square Footage,  
2,923.0 by 32,123.1, the total of the Square Footage of  
all the Dwelling Units in Phase I, Section 2. The  
resulting Percentage Interest of the given Dwelling  
Unit is 9.10% (rounded off). Assuming that Phase II is  
subsequently annexed and that the total Square Footage  
of all the Dwelling Units in Phase II is 34,485.5 square  
feet, the resulting new Percentage Interest of said  
Dwelling Unit shall be determined by dividing 2,923.0  
by 66,608.6 and multiplying the quotient, .0439  
(rounded off) by 100 to result in a Percentage Interest  
of 4.39%.

As each Phase is developed, Declarant shall record a  
Supplemental Declaration annexing and adding such Phase to  
this Declaration and making it a part of Windridge. Declarant  
reserves the right to annex additional phases or sections  
thereof that are not necessarily in numerical order shown on  
the plans. Such Supplemental Declaration shall contain the  
following:

- (a) a description of the real estate to be annexed;
- (b) a description of the Dwelling Units described  
in a manner consistent with this Declaration;
- (c) The Percentage Interest of all Dwelling Units  
in Windridge upon annexation, computed in accordance  
with the Formula.

Each Owner, by acceptance of a deed to a Dwelling Unit,  
acknowledges, consents and agrees that the following rights  
and conditions shall be applicable upon the recording of each  
Supplemental Declaration:



- (a) The Phase described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest appurtenant to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration which shall be based upon the formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns. In no event, however, shall the entire regime consist of more than 444 units.
- (c) Each deed, mortgage or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration, altered in accordance with the Supplemental Declaration, based upon the Formula.
- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.
- (e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common expenses assessed to a Dwelling Unit in a Phase already a part of Windridge prior to such recording. The lien for the prorata share of Common Expenses for the Phases annexed upon such recording shall be assessed and paid as provided in the By-laws.
- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the Formula expressed herein shall be deemed to be made by agreement of all Owners.

- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Phases in the Additional Tract in accordance with the provisions and intent of this paragraph 16.
- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16 and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed to Windridge or on December 31, 1982, whichever first occurs.

In the event Declarant does not elect to annex to Windridge the Additional Tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Additional Tract that has not been annexed from any right to be made a part of Windridge; provided, however, any Phase for which a Supplemental Declaration has not been filed by December 31, 1982, shall be automatically removed from the possibility of becoming a part of Windridge in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration removing a part of the Additional Tract from the possibility of becoming a part of Windridge in accordance with this Declaration, or December 31, 1982, whichever comes first, the Percentage Interest designated in the Declaration or Supplemental Declaration last filed shall not be altered without the unanimous consent of all Owners and Mortgagees.

17. Easements to and from Additional Tract. In the event all or any part of the Additional Tract is not annexed to Windridge, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Additional Tract not annexed, the right and easement to enter upon the streets and Common Areas of Windridge to provide ingress and egress to the Additional Tract. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks of the Tract for the Owners and residents of the Additional Tract, their guests, invitees and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Additional Tract.



18. Insurance. The Association, acting through its Board of Managers, shall obtain fire and extended coverage insurance insuring the Property in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, the amount determined and the insurance renewed each year. The cost of any appraisal shall be a Common Expense. Such insurance shall

(1) provide 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 19, and

(2) contain a "Replacement Cost Endorsement"

Such insurance coverage shall be for the benefit of the Association, each Owner, and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association, who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 18 and paragraph 19 of the Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of Windridge as provided in the By-laws shall specifically include protection for any insurance proceeds so received.

The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if deemed necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any Managing Agent or company acting on behalf of the Association. The owners, as well as the Lessees, if any, shall be able to recover losses insured where applicable.

The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property, and the Association shall have no liability to any Owner for loss or damage to the contents of any Dwelling Unit. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

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**19. Casualty and Restoration.** In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) **Partial Destruction.** In the event that less than two thirds of the Dwelling Units are destroyed by the occurrence of fire or other casualty, then the Association shall cause the property to be promptly repaired and restored. The proceeds of the insurance carried by the Association shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense and the insurance proceeds, if any, shall be equitably divided among the Owners of the damaged Dwelling Units to be used and dispersed only for restoration. The division of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees.

If any Owner, or Owners, refuses or fails to restore his Dwelling Unit, the other Owners (or the Association, if such other Owners fail) shall complete the restoration and pay the cost thereof, and the costs attributable to the Owner or Owners who refuse or fail to make such payments at the time required by the Board of Managers shall become a lien on such defaulting Owners' Dwelling Units and may be foreclosed in the same manner as provided for the lien for Common Expenses.

- (b) **Restoration in the Event of Two Thirds Destruction.** In the event that more than two thirds of the Dwelling Units are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damage or destruction by unanimous vote of the Owners. If such approval is not obtained, the Property shall be deemed owned in common by all of the Owners and the provisions of Section 21 of the Act shall apply.
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.
- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (and if it elects to do so), that holds mortgages on 51% of the Dwelling Units that



need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction.

20. Sale or Lease of Dwelling Unit by Owner. For the purpose of maintaining the congenial and residential character of Windridge, and for the protection of the Co-owners with regard to financially responsible residents, sale or lease of a Dwelling Unit by an Owner other than Declarant who, through his agents or assigns, specifically reserves the mode and method of sale or lease until the last unit in Phase I or subsequent Phases hereof is sold, for which power each Owner grants to Declarant a special power of attorney to do all things in such Owner's behalf necessary to effect such sale or lease which power shall terminate upon the sale of the last Unit in each particular Phase, shall be subject to the following conditions and restrictions:

- (a) Lease. It is the best interest of all the Owners that those persons residing in Windridge have similar proprietary interests in their Dwelling Units and be Owners. Accordingly, no Owner shall lease his Dwelling Unit or enter into any other rental or letting arrangement for his Dwelling Unit without the prior written consent of the Board of Managers. Such consent shall not be unreasonably withheld. No lease for a term longer than one year, however, shall be approved. Any Owner desiring to enter into a lease for his Dwelling Unit shall make written application to the Board of Managers, which application shall state the reasons why the applicant wishes to lease the Dwelling Unit, the name of the proposed tenant, and financial references of the proposed tenant. Within ten (10) days following the receipt of the application, the Board of Managers shall issue its written approval or disapproval to the Owner. In the event the Board fails to issue written approval or disapproval within such period, the application for all purposes shall be deemed approved.
- (b) Sale. The Association shall have the right of first refusal to purchase any Dwelling Unit which an Owner wishes to sell. Any Owner wishing to sell who receives a bona fide offer to purchase shall promptly give written notice to the Board of Managers of his desire to sell, together with the name and address of the intended purchaser, and the terms and conditions of such offer. Within forty-eight (48) hours after the receipt of such notice, the Board of Managers shall determine if it should recommend exercise of the right to purchase or waive the right to purchase. In the event the Board of Managers elects

to waive the right to purchase, a certificate in recordable form, executed by the President or Secretary of the Association, certifying that the Association, through its Board of Managers, has waived its right to purchase, shall be delivered to the Owner, who then may proceed to sell and convey his Dwelling Unit to that person and upon the same terms and conditions as set forth in the Owner's notice to the Board of Managers. In the event the sale is not completed within ninety (90) days following the date of such certificate, then the Dwelling Unit again shall become subject to the Association's right of first refusal as herein provided. This section, however, does not apply where an Owner, by will, bequeaths a Dwelling Unit to a named legatee or legatees.

In the event the Board of Managers deems it advisable to exercise the Association's right to purchase the Dwelling Unit, then it shall give written notice thereof to the Owner and shall, within twenty-one (21) days following the receipt of such notice from the Owner wishing to sell, call a meeting of all the Co-owners for the purpose of voting upon the proposed purchase. The Owner may accelerate the said twenty-one (21) day written notice to three (3) days by notifying the Board of Managers of such intent, the said three (3) day period to commence upon receipt of such notice from Owner to the Board of Managers. If the recommendation of the Board of Managers to purchase such Dwelling Unit is approved by not less than seventy-five per cent (75%) in the aggregate of the total Percentage Vote, then the Association shall proceed to purchase the offered Dwelling Unit from the offering Owner upon the same terms and conditions contained in the offer. The purchase price for the Dwelling Unit shall be considered to be a Common Expense and borne by the remaining Co-owners; provided, however, that the Owner who has made the offer to sell his Dwelling Unit shall not be assessed for or required to pay his pro rata share of the expense incurred in the purchase of the Dwelling Unit.

Legal title to the Dwelling Unit shall be conveyed to the Association as an entity or to those persons then serving as Board of Managers, as trustees for the benefit of the Co-owners, whichever the Board of Managers, in their sole discretion, deems appropriate.

In the event that the proposed purchase is not approved by the required percentage of the Co-owners as set out above, then the Board of Managers, through the President or Secretary of the Association, shall promptly deliver a certificate in recordable form to the offering Owner who may proceed to sell his Dwelling Unit under the same terms and conditions as if the Board of Managers had not elected to recommend the exercise of the right of the Association to purchase.



If, for any reason, either the Board of Managers or the Co-owners shall fail to act on the Association's right of first refusal within the time periods herein provided, then the Association's right of first refusal shall be deemed to have been effectively waived.

If the Association shall purchase a Dwelling Unit in accordance with this paragraph 20, the Board of Managers shall have the authority at any time thereafter to sell or lease the Dwelling Unit upon the terms and conditions as the Board of Managers shall, in their sole discretion, deem desirable, without application to or approval of the Co-owners. The proceeds of any such sale shall be returned to the Co-owners in the same percentage as they had contributed to the purchase. In the event the Board of Managers elects to lease such Dwelling Unit, then the lease rental payments shall be applied against the Common Expenses.

The above provisions with respect to the Association's right to approve a lease of a Dwelling Unit or the right to purchase a Dwelling Unit shall remain in full force and effect until the Property is removed from the provisions of the Act or until the expiration of twenty (20) years from the date of this Declaration, whichever first occurs.

Any sale or attempted sale, or any lease or attempted lease by an Owner of his Dwelling Unit, except in accordance with the provisions of this paragraph 20, shall be void, provided, however, that any certificate waiving the Association's right to purchase executed by the Association and delivered to an Owner as provided by this paragraph may be relied upon by any purchaser or Mortgagee and shall be, with respect to such purchaser or Mortgagee, absolutely binding upon the Association and the Co-owners unless such purchaser or Mortgagee has actual knowledge that the certificate was procured fraudulently or by reason of a misrepresentation of a material fact.

(c) Limitations to Mortgagee. With respect to a Mortgagee that is a bank, life insurance company, savings and loan association, or any other institutional investor, the provisions of subparagraphs (a) and (b) of this paragraph 20 shall be limited in their application as follows:

(1) The provisions of subparagraphs (a) and (b) shall not be applicable to such Mortgagee if such

Mortgagee acquires possession of a Dwelling Unit during the period while a foreclosure proceeding is pending or to such Mortgagee who obtains title to a Dwelling Unit as a result of foreclosure of its Mortgage or a conveyance in lieu thereof. The provisions of subparagraph (a) and (b) shall be binding upon any other person obtaining title to the Dwelling Unit from such Mortgagee or at any foreclosure or other judicial sale.

The provisions of this subparagraph (c) may not be amended without the consent of all of such Mortgagees.

21. Membership in Windridge Co-Owners Association, Inc.

The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent Supplemental Declaration, each Dwelling Unit shall be deemed to be a "lot" and all the rights and obligations accruing to a Lot shall accrue to each Dwelling Unit contained thereon including but not limited to the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the right to become a member of Windridge Co-Owners Association, Inc. and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

22. Covenants and Restrictions.

The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-laws of Windridge Co-Owners Association, Inc. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Co-Owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

23. 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 the Owners of at least a majority of the Percentage Vote.

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- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly 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 Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-laws.
- (e) Special Amendments. No amendment to this Declaration shall be adopted which changes
- (1) the Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's liability for the common expense without the approval of one hundred per cent (100%) of the Co-owners and Mortgagees, except as otherwise provided in paragraphs 8 and 16 relating to annexation of the Additional Tract; or
  - (2) the provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-laws; or
  - (3) the provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein; or
  - (4) the provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (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.

24. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of

any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Supplemental Declarations, the Act, the By-laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit, or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-laws, and the rules and regulations applicable thereto as each may be amended from time to time.

25. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

26. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until the last Dwelling Unit in each Phase is initially sold. In the event there is an annexation or annexations of an additional Phase or Phases, the same rule will apply to amendments to this Declaration as pertains to each individual Phase. He also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Phase is initially sold.

27. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of the Declaration, the Act, the By-laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

28. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Dwelling Unit.

29. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration or the By-laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached By-laws.



30. Floor Plans. The Plans, as described in paragraph 1(b) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. 75-56011, as of OCTOBER 9, 1975, as Instrument Number 75-56011, and amended Plans as may, from time to time, be so filed pursuant to this Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

  
Robert V. Welch

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Welch, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership.

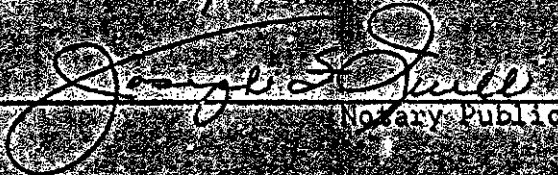
Witness my hand and Notarial Seal this 10 day of

October, 1975.



My Commission expires:

May 1, 1979

  
Notary Public

This instrument prepared by: Joseph F. Quill, Attorney at Law  
129 E. Market Street  
Indianapolis, Indiana 46204

LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 9, Township 16 North, Range 4 East and part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the aforementioned Northeast Quarter of Section 9; running thence S 89°06'13" E on and along the South line of the Northwest Quarter of Section 10 a distance of 44.968 feet to a point in the Easterly right-of-way line for Emerson Way as per I.S.H.C. plans for project U.S.-467(1), fiscal year 1960; (the following 12 calls being on and along said right-of-way line); running thence N 16°02'59" W a distance of 161.537 feet; running thence N 26°50'43" W a distance of 162.071 feet; running thence N 40°21'29" W a distance of 163.246 feet; running thence N 53°52'14" W a distance of 164.420 feet; running thence N 64°16'04" W a distance of 110.602 feet to a point on a curve concave southwesterly having a central angle of 00°06'45" and a radius of 706.620 feet; running thence northwesterly around the curve an arc distance of 1.389 feet (said arc being subtended by a chord having a bearing of N 71°24'26" W and a length of 1.389 feet); running thence N 71°27'49" W tangent to the last described curve a distance of 83.100 feet to the point of curvature of a curve concave northeasterly having a central angle of 28°24'30.6" and a radius of 566.620 feet; running thence northwesterly around the arc of said curve an arc distance of 280.942 feet (said arc being subtended by a chord having a bearing of N 57°15'34" W and a length of 278.074 feet); running thence N 35°38'38" W a distance of 178.128 feet; running thence N 16°03'18" W a distance of 178.842 feet; running thence N 00°38'22" E a distance of 12.512 feet; thence leaving said easterly right-of-way line; running thence N 73°52'41" E a distance of 97.086 feet to the point of curvature of a curve concave southwest having a central angle of 73°02'58" and a radius of 179.426 feet; running thence southeasterly around said curve an arc distance of 228.760 feet (said arc being subtended by a chord having a bearing of S 69°35'50" E and a length of

Exhibit "A"  
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213.577 feet) to the point of curvature of a curve concave north-easterly having a central angle of  $73^{\circ}50'47''$  and a radius of 216.823 feet; running thence northeasterly around said curve an arc distance of 279.455 feet (said arc being subtended by a chord having a bearing of  $S 69^{\circ}59'45'' E$  and a length of 260.510 feet); running thence  $N 73^{\circ}04'52'' E$  tangent to the last described curve a distance of 27.191 feet to the point of beginning of the real estate described herein; continuing thence  $N 73^{\circ}04'52'' E$  a distance of 57.809 feet; running thence  $N 16^{\circ}55'08'' W$  a distance of 47.995 feet; running thence  $N 38^{\circ}50'21'' E$  a distance of 91.173 feet; running thence  $S 79^{\circ}55'08'' E$  a distance of 40.000 feet; running thence  $N 10^{\circ}04'52'' E$  a distance of 10.000 feet; running thence  $S 79^{\circ}55'08'' E$  a distance of 35.167 feet; running thence

$N 10^{\circ}04'52'' E$  a distance of 10.000 feet; running thence  $S 79^{\circ}55'08'' E$  a distance of 89.833 feet; running thence  $S 10^{\circ}04'52'' W$  a distance of 145.000 feet to a point on a curve concave southwest having a central angle of  $01^{\circ}59'53''$  and a radius of 173.238 feet; running thence southeasterly around said curve an arc distance of 6.041 feet (said arc being subtended by a chord having a bearing of  $S 45^{\circ}46'47'' E$  and a length of 6.041 feet); running thence  $N 10^{\circ}04'52'' E$  a distance of 37.556 feet; running thence  $N 67^{\circ}37'12'' E$  a distance of 108.738 feet; running thence  $S 22^{\circ}22'48'' E$  a distance of 199.166 feet; running thence  $S 05^{\circ}34'22'' W$  a distance of 50.478 feet; running thence  $S 73^{\circ}38'27'' W$  a distance of 98.554 feet to a point on a curve concave southwest having a central angle of  $09^{\circ}32'08''$  and a radius of 210.811 feet; running thence northwesterly around said curve an arc distance of 35.085 feet (said arc being subtended by a chord having a bearing of  $N 10^{\circ}10'21'' W$  and a length of 35.044 feet); running thence  $S 75^{\circ}03'31'' W$  a distance of 24.000 feet to a point on a curve concave southwest having a central angle of  $10^{\circ}02'36''$  and a radius of 186.811 feet; running thence northwesterly around said curve an arc distance of 32.746 feet (said arc being subtended by a chord having a bearing of  $N 19^{\circ}57'50'' W$  and a length of 32.704 feet); running thence  $N 24^{\circ}59'04'' W$  tangent to the last described curve a distance of 72.536 feet to the point of curvature of a curve concave southwest having a central angle of  $81^{\circ}56'04''$  and a radius of 149.238 feet; running thence southwesterly around said curve an arc distance of 213.414 feet (said arc being subtended by a chord having a bearing of  $N 65^{\circ}57'06'' W$  and a length of 195.689 feet); running thence  $S 73^{\circ}04'52'' W$  tangent to the last described curve a distance of 19.141 feet to the point of curvature of a curve concave southeasterly having a central angle of  $87^{\circ}41'42''$  and a radius of 15.000 feet; running thence southwesterly around said curve an arc distance of 22.958 feet (said arc being subtended by a chord having a bearing of  $S 29^{\circ}14'01'' W$  and a length of 20.782 feet); to the point of reverse curvature of a curve concave northwesterly having a central angle of  $15^{\circ}15'06''$  and a radius of 159.963 feet; running thence southeasterly around said curve an arc distance of 42.580 feet (said arc being subtended by a chord having a bearing of

S 06°59'17" E and a length of 42,456 feet); running thence  
S 76°39'45" E a distance of 123,914 feet; running thence  
S 13°20'15" W a distance of 182,857 feet; running thence  
S 23°19'22" W a distance of 24,000 feet to a point on a curve  
concave northeasterly having a central angle of 03°26'41" and  
a radius of 321,483 feet; running thence northwesterly around  
said curve an arc distance of 19,328 feet (said arc being sub-  
tended by a chord having a bearing of N 64°57'17" W and a length  
of 19,325 feet); running thence N 63°13'57" W tangent to the last  
described curve a distance of 34,843 feet to the point of cur-  
vature of a curve concave northeasterly having a central angle of  
76°34'12" and a radius of 113,352 feet; running thence  
northwesterly around said curve an arc distance of 151,483 feet  
(said arc being subtended by a chord having a bearing of  
N 24°56'51" W and a length of 140,460 feet); running thence  
N 13°20'15" E tangent to the last described curve a distance of  
49,060 feet to the point of curvature of a curve concave south-  
westerly having a central angle of 26°55'16" and a radius of  
135,963 feet; running thence northwesterly around said curve an  
arc distance of 63,884 feet (said arc being subtended by a chord  
having a bearing of N 00°07'23" W and a length of 63,298 feet) to  
the point of curvature of a curve concave southwesterly having a  
central angle of 93°20'07" and a radius of 15,000 feet; running  
thence southwesterly around said curve an arc distance of 24,435  
feet (said arc being subtended by a chord having a bearing of  
N 60°15'05" W and a length of 21,822 feet); running thence  
N 16°55'08" W a distance of 24,000 feet to the Point of Begin-  
ning; containing in all 1,996 Acres, subject, however, to all  
legal highways, rights-of-way and easements.