CROSS REFERENCE

75 61631

CROSS REFERENCE

FIRST AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP WINDRIDGE HORIZONTAL PROPERTY REGIME DATED OCTOBER 5, 1975

This First Amendment to the Declaration of Horizontal Property Ownership of Windridge dated October 5, 1975, by Declarant, Robert V. Welch, recorded with the Recorder of Marion County, Indiana, under Instrument No. 75-[illegible] on October 9, 1975;

WITNESSETH: That the [illegible] Declarant is the sole owner of all the real estate and property, the subject of this amendment and that the following amendments and changes are hereby incorporated into said Declaration and said Declaration is amended to conform to the following:

1. Section 1 (q) is deleted and the following is inserted in lieu thereof:

> "1 (q) 'Owner' or 'Unit Owner' shall mean a Unit Owner, person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit."

2. Section 8 is amended by adding the following after the third paragraph thereof:

> "The percentage interest of each Dwelling Unit in Phase I, Section 1, of Windridge is attached hereto as Schedule 1 of this Declaration."

3. A new Section 9.1 is added and provides as follows:

> "Section 9.1 Said Schedule 1 is attached to this First Amendment and by this reference is incorporated into the Declaration as an attachment thereto."

4. Section 16, Subparagraph (i), at the beginning of Page 10, is deleted and the following is inserted in lieu thereof:

> "16. (i) Additional phases may be annexed if the Dwelling Units to be constructed in such phase have [illegible]

5. Section 16, at page 11, in the seventeenth line thereof, the words "being amended" are deleted.

6. Section 16, (b), on page 12 at the twelfth line thereof, the figures "444" are deleted and the figures "400" are inserted in lieu thereof.

7. Section 18, the first paragraph only, is deleted and the following is inserted in lieu thereof:

> "18. Insurance. The Association, acting through its Board of Managers, shall obtain all reasonable insurance coverage inclusive but not exclusive of fire, extended coverage and flood insurance, if necessary, insuring the Units and 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:"

8. Wherever the date December 31, 1982 appears in any section of the Declaration, it is hereby changed to read and refer to the date of October 25, 1982.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to Declaration of Horizontal Property Ownership of Windridge Horizontal Property Regime dated October 6, 1976, this 5th day of November, 1978.

Robert V. Welch

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Welch, and acknowledged the execution of the foregoing First Amendment to Declaration of Horizontal Property Ownership of Windridge Horizontal Property Regime.

WITNESS my hand and Notarial Seal this 5th day of November, 1978.

Notary Public

My Commission will expire:
May 1, 1979

This instrument prepared by: Joseph M. Cohen, Attorney at Law.

SCHEDULE I

Monthly Assessment for First Two Years from Date of Purchase, Phase I, Section 2, Windridge Co-Owners Association, Inc., Code of By Laws:

	Unit No.	Amount
1.	52	$75.00
2.	53	$75.00
3.	54	$75.00
4.	55	$75.00
5.	56	$75.00
6.	57	$75.00
7.	58	$75.00
8.	59	$75.00
9.	60	$75.00
10.	65	$75.00
11.	66	$75.00
12.	67	$75.00
13.	68	$75.00

[illegible]

[illegible]

[illegible]

WITNESSETH: [illegible]

1. Section [illegible]

2. Section [illegible]

3. Section [illegible] is deleted and the following is inserted in lieu thereof:

> "Section [illegible]"

4. Section [illegible]

5. Section [illegible]

6. Section [illegible] is deleted and the following is inserted in lieu thereof:

> "Section [illegible]. [illegible] Board of Managers. [illegible]"

[illegible]

*Section 2.05. Special Assessments. [illegible]

*Section 2.06. Capital Improvement Assessments. [illegible]

*Section 2.07. Commencement of Monthly Assessments. [illegible]

first annual meeting. The Owners (other than Declarant) of Dwelling Units in the Additional Tract or any Phase thereof that is annexed to Windridge subsequent to the date of the first annual meeting pursuant to the Declaration shall commence payment of the Regular Assessment on the first day of the next month after sixty (60) days from the date of recording the Supplemental Declaration annexing such Phase or Phases. Subsequent to the filing of the Supplemental Declaration and prior to the date the assessment on the annexed Phase or Phases shall commence, the Board of Managers shall revise the budget to include the additional area and revise the monthly Regular Assessment accordingly; provided, however, such revised monthly Regular Assessment shall not be any greater or increase the amount of the monthly Regular Assessment that an Owner is paying at the time of the revision of the budget without the approval of a majority of the Co-owners.

"Section 5.07. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular, Interim and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular, Interim or Special Assessment when due, the lien for such Assessment on the Owner's Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law or contract. Upon the failure of an Owner to make timely monthly payments of any Regular Assessment, Interim Assessment or Special Assessment, the Board may in its discretion, accelerate the entire balance of the unpaid Assessment due for the current calendar year and declare the same due and payable, notwithstanding the provisions of Sections 5.03, 5.04 and 5.05. In any action to foreclose the lien for Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular, Interim or Special Assessment. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular, Interim or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a

Regular, Interim or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Dwelling Unit.

"Notwithstanding anything contained in this Section or elsewhere in the Declaration or these By-Laws, any sale or transfer of a Dwelling Unit pursuant to a mortgage foreclosure or conveyance in lieu thereof shall extinguish the lien of an unpaid installment of any Regular, Interim or Special Assessment as to such installments which become due prior to such sale or transfer; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from his personal liability therefor. No such sale or transfer shall relieve the Dwelling Unit or the Purchaser at such foreclosure or Grantee in the event of conveyance in lieu thereof from the liability for any Regular, Special or Interim Assessment thereafter becoming due or from the lien therefor.

"<u>Section 5.08. Maintenance and Repairs</u>. Every Owner shall promptly perform all maintenance and repair within his own Dwelling Unit, patio, deck and balcony, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, heating and air conditioning equipment, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Dwelling Unit."

14. Incorporated herein is Section 9 in the First Amendment to the Declaration incorporating Schedule I thereof by reference into these By-Laws by attachment thereto.

15. Section 7.01 is deleted and the following is inserted in lieu thereof:

"<u>Section 7.01</u>. These By-Laws may be amended by a vote of not less than seventy five per cent (75%) of the Percentage Vote of the Co-owners in a duly constituted meeting called for such purpose; provided, however, that there shall be no amendment of these By-laws prior to October 25, 1982, without the approval of Declarant, and provided further there shall be no amendment to Section 6.01 (a) of these By-Laws without the consent of the Mortgagees holding 75% of the mortgages on the Dwelling Units."

16. Section 8.01 is hereby deleted and the following is inserted in lieu thereof:

"Section 8.01. Notice to Association. A Unit Owner who mortgages his Unit or the mortgagee shall notify the Association of the name and address of the mortgagee and shall file a conformed copy of the mortgage with the Association. Failure by the Unit Owner to so notify shall not affect the rights of any mortgagee. The Association shall maintain such information in a book entitled 'Mortgages of Units'."

17. The following Sections are added to Article VIII:

"Section 8.02. Statement of Common Charges. The Association, whenever so requested in writing by a mortgagee or by a prospective mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the Owner of the mortgaged Unit.

"Section 8.03. Notice of Default. The Association, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit if the name and address of such mortgagee has previously been furnished to the Association.

"Section 8.04. Examination of Books. Each mortgagee of a Unit shall be permitted to examine the books of account of the Association at a reasonable time, on business days.

"Section 8.05. Mortgagees' Rights. The mortgagee of any unit shall have the following rights, in addition to, but in no way limiting, such rights as a Mortgagee may have under any other provisions of the Declaration, By-Laws, other condominium documents, or the mortgage and note with the Unit Owner:

"(a) At its request, a mortgagee shall be entitled to a written notification from the Association of any default by the mortgagor in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty (30) days.

"(b) At its request, a mortgagee shall receive from the Association its annual financial statement within ninety (90) days following the end of the Association's fiscal year.

"(c) Each mortgagee which has notified the Association of its mortgage interest in a Unit or whose interest is disclosed in the hazard insurance policy shall receive notice from the Association within thirty (30) days of the following:

"(1) any loss to, or taking of, common areas and facilities, if such loss or taking exceeds $10,000.00;

"(2) the abandonment or termination of the condominium;

"(3) any material amendment to the Declaration or these By-Laws;

"(4) the decision by the Association to terminate professional management and assume self-management of the condominium.

"(d) No provisions of these By-Laws, the Declaration or any other condominium document shall be interpreted to give the Unit Owner or any other party, priority over any rights of a Mortgagee, pursuant to the mortgage or note with a Unit Owner, in regard to distribution of insurance proceeds or condemnation awards for losses to or a taking of Units or common areas and facilities."

18. An additional Article IX is incorporated therein as follows:

"ARTICLE IX. VOTING BY UNANIMOUS CONSENT. Any vote which could be taken at any meeting of the Co-owners or members of the Association or at any meeting of the Board of Managers may be accomplished by unanimous consent in writing of either the Co-owners or the managers."

19. That these amendments to the By-Laws of Windridge Co-Owners Association, Inc., were duly adopted by Robert V. Welch, the Declarant and sole owner of the real estate and property of Phase I, Section 2, Windridge Horizontal Property Regime and

the Board of Managers.

WITNESS our hands and seals this 5th day of November, 1975.

DECLARANT:

Robert V. Welch

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

By: Robert V. Welch

Richard Browning

James Johnson

STATE OF INDIANA }
COUNTY OF MARION } SS:

Before me, a Notary Public in and for [illegible] County and State, personally appeared Robert V. Welch, [illegible] Browning and James Johnson, who acknowledged the [illegible] the foregoing instrument.

WITNESS my hand and Notarial Seal this 5th day of November, 1975.

Joseph P. Quill
Notary Public

My Commission will expire:

May 1, 1979

This instrument prepared by: Joseph P. Quill, Attorney at Law

-11-

75 61531

BOOK 5 PAGE 34

BOOK REFERENCE

SECOND AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE HORIZONTAL PROPERTY REGIME DATED OCTOBER 5, 1975

This Second Amendment to the Declaration of Horizontal Property Ownership of Windridge Horizontal Property Regime dated October 5, 1975 by Declarant, Robert J. Nelson, recorded with the Register of Weber County, Utah, under Instrument No. 374604 on October 9, 1975 and amended by way of the First Amendment to said Declaration dated November 5, 1975 and recorded under Instrument No. 374644 on November 5, 1975 and filed thereon.

WITNESSETH: that the undersigned are all of the owners of the Units, Units and property, the subject of this amendment, and that the following amendments and changes relate exclusively to the said First Amendment to Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime dated October 5, 1975 and said Amendment and the said Declaration are hereby amended as follows:

1. Schedule "A" attached to the Paragraph 4 of the First Amendment is hereby deleted from this Second Amendment and by this reference is incorporated into the Declaration as an attachment thereto.

2. Paragraph 4 of the First Amendment is deleted.

3. Schedule "A" attached to the First Amendment is deleted.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to Declaration of Horizontal Property Ownership of Windridge Horizontal Property Regime dated October 5, 1975, to be executed this 12 day of November, 1975.

DECLARANT and owner of all other units:

Robert J. Nelson

Owner of Unit 60:

Russell C. Pratt

Owner of Unit 59:

Carol Pratt

Owner of Unit 57:

Thomas K. Smith

Thomas K. Smith

Shanna S. Smith

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of November, 1975, personally appeared Robert W. Ford, who executed and acknowledged the execution of the foregoing second amendment.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

Dec. 1, 1979

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of November, 1975, personally appeared Robert W. Ford and Carol A. Ford, husband and wife, who executed and acknowledged the execution of the foregoing second amendment.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

Dec. 1, 1979

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this 16 day of November, 1975, personally appeared [illegible] and [illegible], husband and wife, who executed and acknowledged the execution of the foregoing second amendment.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires:

Schedule I

Attached to the Second Amendment to Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit	Formula Square Footage	Percentage Interest
52	2,078.00	1789.00	7.16
53	2,395.39	1947.70	7.79
54	1,988.85	1741.64	6.97
55	1,987.80	1740.85	6.97
56	2,759.21	2129.61	8.52
57	2,276.01	1888.01	7.55
58	2,950.59	2225.30	8.90
59	2,895.46	2197.73	8.79
60	2,086.44	1793.22	7.18
65	2,321.73	1910.87	7.65
66	2,128.16	1814.08	7.26
67	2,148.67	1824.34	7.30
68	2,477.05	1988.53	7.96
TOTALS		24,990.88	100.00

75 54356

* Square Footage certified by Mid-States Engineering, Indianapolis, Indiana

[illegible]

This Second Amendment to the [illegible] Association, Inc., a [illegible] corporation, [illegible] By-Laws was duly recorded with the [illegible] under Instrument No. [illegible] on [illegible], 1973 and amended by [illegible] of the First Amendment [illegible] Instrument No. [illegible] on November [illegible], 1973 [illegible].

[illegible]

1. [illegible]

2. [illegible]

3. That this Second Amendment to the Deed of [illegible] Association, Inc. [illegible]

WITNESS our hands and seals this [illegible] day of [illegible], 197[illegible].

[illegible] CO-OWNERS ASSOCIATION, INC.	[illegible]	
By [illegible]	Owners of Unit [illegible]	[illegible]
[illegible]		[illegible]
[illegible]	Owners of Unit [illegible]	[illegible]
Board of Managers		[illegible]

75 61366

THIS INSTRUMENT PREPARED BY [illegible]

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this day of November, 1973, personally appeared Donald E. Miller, who executed and acknowledged the execution of the foregoing power-of-attorney.

WITNESS my hand and notarial seal.

Notary Public

My Commission expires:
May 1, 1979

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, this day of November, 1973, personally appeared Donald E. Miller and Carol J. Miller, husband and wife, who executed and acknowledged the execution of the foregoing power-of-attorney.

WITNESS my hand and notarial seal.

Notary Public

My Commission expires:
May 1, 1979

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned, a Notary Public in and for said County and State, this day of November, 1973, personally appeared Thomas J. Miller and Eleanor S. Miller, husband and wife, who executed and acknowledged the execution of the foregoing power-of-attorney.

WITNESS my hand and notarial seal.

Notary Public

My Commission expires:

ATTACHED TO THE [illegible]
ASSOCIATION, INC.

Monthly [illegible]

Purchase Price [illegible]

Inc., Code of [illegible]

	Unit No.	Amount
1.	52	$75.00
2.	53	$75.00
3.	54	$75.00
4.	55	$75.00
5.	56	$75.00
6.	57	$75.00
7.	58	$75.00
8.	59	$75.00
9.	60	$75.00
10.	63	$75.00
11.	64	$75.00
12.	67	$75.00
13.	68	$75.00

75 . 69357

76 - 12589

THIRD AMENDMENT TO DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP WINDRIDGE
HORIZONTAL PROPERTY REGIME DATED OCTOBER 5, 1975

THIS THIRD AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP OF WINDRIDGE HORIZONTAL PROPERTY REGIME DATED OCTOBER 5, 1975 BY DEVELOPER, ROBERT V. WEICHT RECORDED WITH THE RECORDER OF LAKE COUNTY, INDIANA, UNDER INSTRUMENT NO. 75-[illegible] ON OCTOBER 9, 1975, AND AMENDED BY WAY OF THE FIRST AMENDMENT TO SAID DECLARATION DATED NOVEMBER 10, 1975, AND RECORDED UNDER INSTRUMENT NO. 75-61031 ON NOVEMBER 5, 1975 WITH SAID RECORDER, AND SUBSEQUENTLY AMENDED BY WAY OF THE SECOND AMENDMENT TO SAID DECLARATION DATED NOVEMBER 10, 1976, AND RECORDED UNDER INSTRUMENT NO. [illegible] ON NOVEMBER 17, 1976, WITH SAID RECORDER.

WITNESSETH: THAT THE UNDERSIGNED OWNER OF THE OWNERSHIP OF THE REAL ESTATE AND PROPERTY THE SUBJECT OF THIS AMENDMENT, DO HEREBY THE FOLLOWING AMENDMENT AND CHANGES RESPECTIVELY TO THE SAID FIRST AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP OF WINDRIDGE HORIZONTAL PROPERTY REGIME DATED OCTOBER 5, 1975 AND SAID AMENDMENT AND THE SAID DECLARATION AS AMENDED, SUBSEQUENTLY, AS FOLLOWS:

I. SECTION 8(a) OF SAID FIRST AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP IS DELETED IN ITS ENTIRETY AND THE FOLLOWING IS INSERTED IN LIEU THEREOF:

"WHEREVER THE DATE DECEMBER 31, 1980 APPEARS IN ANY SECTION OF THE DECLARATION, IT IS HEREBY CHANGED TO READ AND REFER TO THE DATE OF OCTOBER 5, 1982."

IV WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS THIRD AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP OF WINDRIDGE HORIZONTAL PROPERTY REGIME DATED OCTOBER 5, 1975 TO BE EXECUTED THIS [illegible]

RECEIVED FOR RECORD
PRECIOUS DYER
RECORDER-LAKE COUNTY
JAN 6 2 16 PM '77

[illegible] day of December [illegible]

DECLARANT [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

STATE OF KANSAS)
COUNTY OF [illegible])

Subscribed and sworn to before me, a Notary Public in and for [illegible]

Notary Public

My commission expires:

[illegible]

76-24832

THIRD AMENDMENT TO THE CODE OF BY-LAWS
OF WINDRIDGE CO-OWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

This Third Amendment to the Code of By-Laws of Windridge Co-Owners Association, Inc., a Not-for-Profit corporation, which original Code of By-Laws was duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on October 9, 1975 and amended by way of the First Amendment to said Code under Instrument No. 75-61531 on November 6, 1975 with said Recorder; and further amended by way of the Second Amendment to said Declaration dated November 10, 1975, and recorded under Instrument No. 75-64356 on November 17, 1975, with said Recorder;

WITNESSETH:

1. Section 15 of the First Amendment to the Code of By-Laws of Windridge Co-Owners Association, Inc., a Not-for-Profit Corporation, is deleted and the following is inserted in lieu thereof:

"Section 15. Section 7.01 is deleted and the following is inserted in lieu thereof:

"Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the Percentages Vote of the Co-Owners at a duly constituted meeting called for such purpose; provided, however, that there shall be no amendment to these By-Laws prior to October 3, 1982 without the approval of Declarant; and provided further there shall be no amendment to Section 8.01(a) of these By-Laws without the consent of the mortgagees holding 75% of the mortgages on the Dwelling Units."

2. Wherever the dates December 31, 1982 and October 3, 1982 appear in any section of the By-Laws or amendments thereto, they are hereby changed to read and refer to the date of October 3, 1982.

3. That this Third Amendment to the Code of By-Laws of Windridge Co-Owners Association, Inc., a Not-for-Profit

corporation, was duly adopted by the Declarant, Robert V. Welch, and the undersigned, being all of the owners of the real estate and property of Phase I, Section 2, Windridge Horizontal Property Regime and by the Board of Managers.

WITNESS our hands and seals this _____ day of December, 1975.

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

By _____
Robert V. Welch

_____
Michael G. Browning

_____
James Johnson

Board of Managers

DECLARANT and owner of all Court Units

_____
Robert V. Welch

[illegible]

[illegible]

[illegible]

[illegible]

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this [illegible] day of [illegible], 1976.

[illegible]
Notary Public

My Commission Expires:
[illegible] 1979

[illegible]