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FIRST SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
FOR
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This First Supplemental Declaration made this [illegible] day of [illegible], 1976, by [illegible] of Marion County, Indiana, hereinafter referred to as "Declarant"

WITNESSETH:

Whereas, Declarant executed the original Declaration of Horizontal Property Ownership for Windridge Horizontal Property Regime which was duly recorded in the Office of the Recorder of Marion County, Indiana under Instrument No. 75-56011 on the 9th day of October, 1975, and the first amendment thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975, Instrument No. 75-64356 on the 17th day of November, 1975, and Instruments Nos. 76-24832 and 76-32522 on the [illegible] day of May, 1976, and the 8th day of June, 1976, respectively, hereinafter referred to, which are hereby made a part hereof; and

Whereas, pursuant to Section [illegible] of said Declaration, as amended, Declarant desires to submit the following described real estate and the improvements thereon to the provisions of the Act as defined in the Declaration of Horizontal Property Ownership for Windridge Horizontal Property Regime, recorded as aforesaid, to wit:

[illegible]

Whereas, said Phase III, Section 2, Phase IV, Section 2 and Phase IV, Section 2 constitute [illegible] provided for in the said Declaration of Horizontal Property Ownership for Windridge Horizontal Property Regime, and that all covenants, conditions, restrictions and obligations contained therein have been met and Declarant by the execution of this Supplemental Declaration hereby submits the said Phase III, Section 2, Phase IV, Section 2 and Phase IV, Section 2 to the Windridge Horizontal Property Regime;

Now, therefore, Declarant hereby [illegible] Supplemental Declaration as follows:

1. Definitions. The definitions used in the original Declaration, as amended, shall be applicable to this Supplemental Declaration, except as otherwise provided herein. The purpose of this Supplemental Declaration is to add the Phase III, Section 2, Phase IV, Section 2 and Phase IV, Section 2 to the Windridge Horizontal Property Regime and the [illegible] of the Plans [illegible]

2. Declaration. Declarant hereby expressly declares that said Phase II, Section 2, Phase III, Section 2 and Phase IV, Section 2 and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provision of the original Declaration, the amendment thereto, the [illegible] adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase II, Section 2, Phase III, Section 2, and Phase IV, Section 2, certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol O. Miller, Registered Land Surveyor and Architect, under dates of July 6 and July 6, 1976, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of _____, 1976, as Instrument No. _____ and are incorporated herein by reference.

4. Description of Dwelling Units. There are four (4) Dwelling Units in Phase II, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units numbered 61 through 64. There are nine (9) Dwelling Units in Phase III, Section 2 as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units numbered 1 through 3, 69 and 8 through 13. There are six (6) Dwelling Units in Phase IV, Section 2 as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units numbered 70 through 75.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases II, III and IV of Section 2 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof. And Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule subject to the rights of the mortgagees, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

[illegible]

[illegible] Common Areas are calculated on the basis of [illegible] paragraph [illegible] of the original Declaration [illegible] as follows:

(a) Declarant [illegible] hereby [illegible] upon [illegible] the Declaration [illegible] of existing units [illegible] portion of the [illegible] the Common Area and Limited Area which may be allocated to the [illegible] Dwelling Units [illegible] Common Area and Limited Area [illegible] Percent of interest [illegible] Schedule [illegible].

(b) Pursuant to the action [illegible] hereby exercise all powers of attorney granted to [illegible] and powers of appointment reserved by him and hereby grant, convey and [illegible] over each owner of a Dwelling Unit [illegible] that share in the Common Area [illegible] Limited Area which [illegible] to [illegible] the existing units [illegible] the Common Area [illegible] Limited Area corresponding to [illegible] Percent of interest [illegible] Schedule [illegible].

(c) Any other [illegible] upon [illegible] the basis of the Declaration [illegible] adopted [illegible] the purchaser [illegible] Supplemental Declaration.

6. Reservation of Easements. Declarant hereby reserves unto himself, his heirs, successors and assigns, [illegible] and appurtenant easements and rights of way [illegible] and access over and upon the [illegible] described in Exhibit [illegible] attached hereto and made a part hereof, over, upon and across that portion of the Common Area [illegible] in Exhibit 5 attached hereto and made a part hereof. Without limitation to the foregoing, Declarant shall have the right to sell, lease, assign, give and/or otherwise transfer the whole or any part of said easement and right of way rights.

7. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, including without limitation all reservations and rights set forth herein at section 6, together with the original Declaration and the prior amendments thereto, all hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto as each may be further amended from time to time, 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 the Unit of the Property to whom such provisions are excited and shall inure to the benefit of such person in every deed, conveyance, mortgage or lease thereof.

Executed this day [illegible] above [illegible].

ROBERT [illegible]

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Robert [illegible] who acknowledged the execution of the within and foregoing [illegible] Supplement to Declaration of Horizontal Property Ownership, including Horizontal Property Regime.

Witness my hand and Notarial Seal this [illegible] day of [illegible]

Notary Public

My commission expires: [illegible]

This instrument prepared by [illegible] Attorney at Law.

SCHEDULE II

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
Phase I, Section 2			
52	2,078.00	1,7[illegible].00	2.13
53	2,395.38	1,947.70	3.08
54	1,988.85	1,741.14	2.75
55	1,987.80	1,740.85	2.75
56	2,[illegible]49.21	2,129.61	3.37
57	2,276.01	1,888.01	2.98
58	2,950.59	2,225.30	3.52
59	2,895.46	2,197.73	3.47
60	2,085.44	1,793.22	2.83
65	2,321.73	1,910.87	3.02
66	2,128.16	1,814.08	2.87
67	2,148.67	1,824.34	2.88
68	2,477.05	1,988.53	3.14
Phase II, Section 2			
61	2,138.42	1,819.21	2.88
62	2,131.52	1,815.76	2.87
63	2,657.55	2,083.78	3.29
64	2,323.61	1,911.81	3.02
Phase III, Section 2			
1	2,326.38	1,913.20	3.02
2	2,154.56	1,827.28	2.89
3	2,186.48	1,843.24	2.91
69	2,467.14	1,983.57	3.14
9	2,315.16	1,907.58	3.01
10	2,144.24	1,822.12	2.88
11	2,153.51	1,826.76	2.88
12	2,562.41	2,031.21	3.21
13	2,147.83	1,823.97	2.88
Phase IV, Section 2			
70	3,197.63	2,348.77	3.71
71	3,003.43	2,251.72	3.56
72	3,787.70	2,643.85	4.18
73	2,996.11	2,248.05	3.55
74	2,213.75	1,856.87	2.93
75	3,173.18	2,336.59	3.69
TOTALS		63,286.26	100.00

Square Footage certified by Mid-State Engineering and Surveying, Inc.

LEGAL DESCRIPTION

WINDRIDGE PHASE [illegible] SECTION [illegible]

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

Beginning at the [illegible] Southerly corner of Block [illegible] and [illegible] Building Number [illegible] and [illegible] as recorded in the Office of the Recorder of Marion County, Indiana, by instrument number [illegible] Street [illegible] N 23° 19' 22" E on and along the easterly line of the above mentioned land for Building Number [illegible] a distance of [illegible] feet; running thence N 13° 20' 15" E along said easterly line of the above mentioned land for Building Number [illegible] a distance of 26.09 feet to a point on a curve concave southwesterly having a central angle of 35° 38' 16" and a radius of [illegible] feet; said point being on the southerly line of the [illegible] and [illegible] Phase [illegible] Section 2 [illegible]; the following [illegible] being along said southerly line; running thence southeasterly around said curve an arc distance of 92.826 feet, said arc being subtended by a chord having a bearing of S 42° 46' 12" E and a length of 91.[illegible] feet; running thence S 24° 59' 04" E tangent to said curve a distance of 22.[illegible] feet to the point of curvature of a curve concave southwesterly having a central angle of 20° 0' 46" and a radius of 186.87 feet; running thence southeasterly around the arc of said curve an arc distance of [illegible] feet, said arc being subtended by a chord having a bearing of S 34° 59' 27" E and a length of [illegible] feet; running thence S 19° 57' 50" E tangent to said curve a distance of [illegible] feet; running thence N 75° 03' 31" E a distance of 26.00 feet to a point on a curve concave southwesterly having a central angle of 20° 5' 07" and a radius of 210.87 feet; running thence southeasterly around the arc of said curve an arc distance of 75.[illegible] feet, said arc being subtended by a chord having a bearing of S 04° 29' 57" E and a length of 76.[illegible] feet; running thence S 05° 56' 36" W tangent to the last described curve a distance of 9.357 feet to the point of beginning of the above described [illegible].

southeasterly having a central angle of 09°48'35" and a radius of 202.981 feet; running thence southeasterly around the arc of said curve an arc distance of 34.754 feet (said arc being subtended by a chord having a bearing of S 01°02'17.5" W and a length of 34.710 feet); running thence S 89°31'22" W a distance of 69.442 feet to the point of curvature of a curve concave northeast having a central angle of 23°48'00" and a radius of 321.483 feet; running thence northwesterly around the arc of said curve an arc distance of 133.540 feet (said arc being subtended by a chord having a bearing of [illegible] N 78°34'38" W and a length of 132.582 feet) to the point of beginning; containing in all 0.915 acres, subject, however, to all legal highways, rights-of-way and easements.

LEGAL DESCRIPTION

WINDRIDGE PHASE III, SECTION 2

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

Commencing at the Southeast corner of the aforementioned quarter section; running thence S 89°06'13" E on and along the South line of the Northwest Quarter of Section 10, Township 16 North, Range 4 East, 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(3) fiscal year 1960 (the following 13 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 170.602 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°24'31" 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) to the point of beginning; 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 89.444 feet; running thence N 10°36'44" E a distance of 142.943 feet; running thence N 11°35'32" E a distance of 150.333 feet; running thence S 78°57'46" E a distance of 220.945 feet; running thence S 00°00'00" E a distance of 121.111 feet; running thence S 24°24'53" E a distance of 20.000 feet to a point on a curve concave Southeasterly having a central angle of 25°04'56" and

Exhibit 2

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LEGAL DESCRIPTION
WINDRIDGE-Phase III - Section 2

a radius of 199.926 feet; running thence Southwesterly around the arc of said curve an arc distance of 87.521 feet to the point of curvature of a curve concave Southeasterly having a central angle of 32°33'43" and a radius of 134.913 feet (the aforementioned curve being subtended by a chord having a bearing of S 53°02'39" W and a length of 86.824 feet); running thence Southwesterly around the arc of said curve an arc distance of 76.673 feet (said arc being subtended by a chord having a bearing of S 24°13'19.5" W and a length of 75.645 feet); running thence S 07°56'28" W tangent to the last described curve a distance of 41.531 feet to a point on a curve concave Southwesterly having a central angle of 45°47'29" and a radius of 179.426 feet; running thence Southeasterly around the arc of said curve an arc distance of 143.399 feet (said arc being subtended by a chord having a bearing of S 59°09'47.5" E and a length of 139.613 feet) to the point of reverse curvature of a curve concave Northeasterly having a central angle of 73°50'47" and a radius of 216.823 feet; running thence Southeasterly around the arc of said curve an arc distance of 279.455 feet (said arc being subtended by a chord having a bearing of S 69°59'45" E and a length of 260.510 feet); running thence N 73°04'52" E tangent to the last described curve a distance of 27.191 feet to the northwest corner of Windridge-Phase II, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument Number 75-56011; running thence S 16°55'08" E along the aforementioned westerly line of Phase II, Section 2, a distance of 24.000 feet; running thence S 73°04'52" W a distance of 27.191 feet to the point of curvature of a curve Northeasterly having a central angle of 73°50'47" and a radius of 240.823 feet; running thence Northwesterly around the arc of said curve an arc distance of 310.388 feet (said arc being subtended by a chord having a bearing of N 69°59'45" W and a length of 289.345 feet); running thence S 22°27'25" W a distance of 123.111 feet; running thence S 11°01'27" W a distance of 39.718 feet; running thence S 29°34'09" W a distance of 132.289 feet to the point of beginning; containing in all 3.190 acres; subject, however, to all legal highways, rights-of-way and easements.

LEGAL DESCRIPTION

WINDRIDGE-PHASE IV, SECTION 2

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

Beginning at the Northwest corner of Windridge, Phase I, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument Number 75-55011; running thence S 73°04'52" W a distance of 27.191 feet to the point of curvature of a curve concave northwesterly having a central angle of 30°52'57" and a radius of 216.823 feet; running thence northwesterly around the arc of said curve an arc distance of 116.868 feet (said arc being subtended by a chord having a bearing of S 88°31'20.5" W and a length of 115.459 feet); running thence N 25°51'53" W a distance of 93.426 feet; running thence N 64°08'07" E a distance of 80.833 feet; running thence S 25°51'53" E a distance of 15.140 feet; running thence N 67°19'52" E a distance of 52.072 feet; running thence N 28°59'53" E a distance of 113.958 feet; running thence N 61°00'07" E a distance of 68.943 feet; running thence N 84°29'37" E a distance of 42.425 feet; running thence N 03°56'37" W a distance of 43.759 feet; running thence N 86°03'23" E a distance of 43.167 feet; running thence S 03°56'37" E a distance of 83.545 feet; running thence N 45°03'52" E a distance of 116.546 feet; running thence S 44°56'08" E a distance of 43.083 feet; running thence S 45°03'52" W a distance of 84.598 feet; running thence S 21°09'39" E a distance of 69.613 feet to a point on the northerly line of the aforementioned Windridge, Phase I, Section 2 (the following 3 calls being on and along said northerly line); running thence S 38°50'21" W a distance of 91.173 feet; running thence S 16°55'08" E a distance of 47.995 feet; running thence S 73°04'52" W a distance of 57.809 feet to the point of beginning; containing in all 1.200 acres; subject, however, to all legal highways, rights-of-way, and easements.

Exhibit 3

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Exhibit A

MANOR HOUSE PARCEL

Land being part of the Northwest quarter of Section 30, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the aforementioned Northwest Quarter of Section 30 running thence N 88°40'02" W along the North line thereof a distance of 2168.68 feet to a point in the centerline of Fall Creek, more or less, the next 5 calls being more or less along said centerline; running thence S 04°16'02" E a distance of 393.50 feet; running thence S 14°56'02" E a distance of 176.00 feet; running thence S 08°38'58" W a distance of 142.00 feet; running thence S 42°23'58" W a distance of 156.00 feet; running thence S 56°38'58" W a distance of 373.00 feet to the point of beginning of the real estate described herein; running thence S 31°21'02" E a distance of 108.00 feet to a point more or less in the bottom of a ravine; the next 5 calls be as more or less along said ravine; running thence N 64°08'58" E a distance of 155.00 feet; running thence S 71°21'02" E a distance of 111.00 feet; running thence S 06°31'02" E a distance of 321.00 feet; running thence S 39°01'02" E a distance of 228.00 feet; running thence S 67°26'02" E a distance of 197.000 feet; running thence S 62°22'40" W a distance of 186.606 feet; running thence S 81°30'00" W a distance of 136.000 feet; running thence N 63°30'00" W a distance of 160.000 feet; running thence N 53°24'56" W a distance of 419.882 feet to a point in the West line of said Northwest quarter section; said point being S 00°13'32" W measured along said West line a distance of 1455.00 feet from the Northwest corner thereof; running thence N 00°13'32" E on and along said West line a distance of 306.086 feet to a point in the centerline of Fall Creek, more or less; running thence N 45°08'58" E in the centerline of Fall Creek, more or less a distance of 155.842 feet to the point of beginning. Containing in all 6.509 Acres, subject however to all legal highways, right-of-way and easements.

Exhibit A

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

Commencing at the Northeast corner of said Northeast quarter of said Section 9; running thence S 00°13'32" W on and along said East line a distance of 1455.00 feet to the point of beginning of the easement described herein; running thence N 73°02'05" W a distance of 242.782 feet; running thence S 89°19'57" W a distance of 282.582 feet to the point of curvature of a curve concave Southeast having a central angle of 48°49'46" and a radius of 199.925 feet; running thence Southeasterly around said curve an arc distance of 170.384 feet (said arc being subtended by a chord having a bearing of S 64°55'04" W and a length of 165.275 feet) to a point of compound curvature of a curve concave Easterly having a central angle of 32°33'43" and a radius of 134.913 feet; running thence Southwesterly around said curve an arc distance of 76.673 feet (said arc being subtended by a chord having a bearing of S 24°13'13" W and a length of 75.645 feet) to the point of tangency; running thence S 07°56'28" W tangent to the last described curve a distance of 60.585 feet to a point on a curve concave South having a central angle of 27°52'28" and a radius of 150.426 feet; running thence Southwesterly around said curve an arc distance of 73.183 feet (said arc being subtended by a chord having a bearing of S 87°48'54" W and a length of 72.463 feet) to the point of reverse curvature of a curve concave North having a central angle of 17°05'43" and a radius of 67.900 feet; running thence around said curve an arc distance of 20.259 feet (said arc being subtended by a chord having a bearing of S 82°25'33" W and a length of 20.184 feet) to the point of reverse curvature of a curve concave South having a central angle of 17°05'43" and a radius of 67.900 feet; running thence Westerly around said curve an arc distance of 20.259 feet (said arc being subtended by a chord having a bearing of S 82°25'33" W and a length of 20.184 feet) to the point of tangency; running thence S 73°52'41" W tangent to the last described curve a distance of 60.792 feet to a point on 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 2 calls being on and along said right-of-way); running thence N 16°03'18" W a distance of 41.00 feet; running thence N 00°38'22" E a distance of 11.487 feet; running thence N 73°52'41" E a distance of 57.163 feet to the point of curvature of a curve concave Northwest having a central angle of 22°39'50" and a radius of 51.800 feet; running thence Northeasterly around said curve an arc distance of 20.490 feet (said arc being subtended by a chord having a bearing of N 62°32'46" E and a length of 20.357 feet) to the point of reverse curvature of a curve concave Southeast having a central angle of 22°39'50" and a radius of 51.800 feet; running thence Northeasterly around said curve an arc distance of 20.490 feet (said arc being subtended by a chord having a bearing of N 62°32'46" E and a length of 20.357 feet) to the point of compound curvature of a curve concave Southeast having a central angle of 20°59'17" and a radius of 185.426 feet; running thence Easterly around said curve an arc distance of 68.290 feet (said arc being subtended by a chord having a bearing of N 84°22'18" E and a length of 67.909 feet); running thence N 07°56'28" E a distance of 24.521 feet to the point of curvature of a curve concave Easterly having a central angle of 32°33'43" and a radius of 154.913 feet; running thence Northeasterly around said curve an arc distance of 88.039 feet (said arc being subtended by a chord having a bearing of N 24°13'13" E and a length of 86.859 feet) to the point of compound curvature of a curve concave Southeast having a central angle of 48°49'46" and a radius of 219.926 feet; running thence Northeasterly around said curve an arc distance of 187.429 feet (said arc being subtended by a chord

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First Supplemental Declaration thereto, said Tract being as expanded by said First Supplemental Declaration, and (2) an assignment of certain lease rights, which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual to American Fletcher Mortgage Company, Inc., an Indiana Corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification of Note, Mortgage, Assignment of Lessor's Interest in Lease and Development Loan Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, given to secure an indebtedness in the original principal sum of $2,440,000.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification of Note, Mortgage, Assignment of Lessor's Interest in Lease and Development Loan Agreement, given as additional security for said indebtedness of $2,440,000.00.

hereby consents to the recording of the above and foregoing First Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phases II, III and IV, Section 2, as defined in said First Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said First Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto

and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect unaltered, and enforceable in accordance with their terms.

Executed this 29th day of July, 1976.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson

Attest: Ronald A. Usay

J. E. JOHNSON VICE PRESIDENT

RONALD A. USAY COUNSEL

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and RONALD A. USAY, by me known and known by me to be the VICE PRESIDENT and COUNSEL respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 3rd day of August, 1976.

Carmen McCarthy
Carmen McCarthy, Notary Public

My commission expires:
August 24, 1976

This instrument prepared by Joseph E. Quill, Attorney at Law.

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CONSENT OF MORTGAGEE

The undersigned American [illegible] Mortgage Company, the owner of the notes [illegible] of the Declaration of Horizontal Property Ownership, [illegible] Horizontal Property Regime [illegible] and the [illegible] Supplemental Declaration [illegible] by the [illegible] Supplemental Declaration [illegible] of Section [illegible] which covering the [illegible] of [illegible] [illegible] [illegible] [illegible]

Mortgage from [illegible] to American Mortgage Company [illegible] that the corporation [illegible] October [illegible] 1970 and recorded November 21, 1970 [illegible] Records of Marion County, Indiana [illegible] No. 70-66460 [illegible] modified by Modification of Note, Mortgage and Building Loan Agreement dated November 6, 1973 and recorded November [illegible] 1973 in the Office of the Recorder, Marion County, Indiana, as Instrument No. 73-66469 [illegible] to secure an indebtedness [illegible] in the original principal sum of $1,270,000.00.

Assignment of Mortgage [illegible] October 16, 1973 and recorded November 22, 1973 in the Office of the Recorder, Marion County, Indiana, as Instrument No. 73-66467 [illegible] additional security [illegible] of $1,270,000.00.

Hereby consents to the recording of the [illegible] and [illegible] Fifth Supplemental Declaration [illegible] Horizontal Property Ownership [illegible] Horizontal Property Regime [illegible] Section [illegible] of the [illegible] Supplemental Declaration and subject [illegible] covenants [illegible] the [illegible] Supplemental Declaration [illegible] Fifth [illegible]

76 45969

76 45970 76 45974

shall be subject to the provisions of this note and the note and corporate resolution and code of by-laws of American Mortgage and the documents incorporated therein, provided, however, except and to the extent that the mortgage and instrument of lease signed are modified by this consent, such mortgage and instrument of lease shall remain in full force and effect, unaltered and enforceable in accordance with their terms.

Executed this 19th day of August, 1976.

AMERICAN MORTGAGE COMPANY, INC.

By: [signature]
P. J. Moskowitz, Vice President

Attest: [signature]
Donald A. Louagie, Secretary

State of Indiana)
County of Marion)

Before me, a Notary Public in and for the County and State personally appeared P. J. Moskowitz and Donald A. Louagie, and to me known to be the Vice President and Secretary, respectively, of American Mortgage Company, Inc., who acknowledged the execution of the above and foregoing consent of Mortgagee, for and on behalf of said American Mortgage Company, Inc., and who, being duly sworn, stated that the representations therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this consent of Mortgagee this 19th day of August, 1976.

[signature]
Lorna Y. Cook, Notary Public

My commission expires:

August 24, 1976

Resident of Marion County, Indiana

76-52493

SECOND SUPPLEMENTAL DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP WINDRIDGE HORIZONTAL PROPERTY REGIME

This Second Supplemental Declaration made this 15th day of August, 1976, by Robert L. Weber of Marion County, Indiana, hereinafter referred to as "Declarant".

Witnesseth:

Whereas, Declarant executed the original Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56013 on the 9th day of October, 1975, and the amendments thereto duly recorded with the said Recorder under Instrument No. 75-61581 on the 5th day of November, 1975, Instrument No. 75-61956 on the 17th day of November, 1975, and Instrument Nos. 76-07032 and 76-29592 on the 7th day of May, 1976, and the 8th day of June, 1976, and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45989, 76-45970, 76-45971 on the 2nd day of August, 1976 respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate being a part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title hereto, to the provisions of the Act as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out;

Pursuant to Section 2 of said original Declaration, attached hereto and made a part hereof is a plot plan of the Additional Tract herein;

Whereas, said Phase V, Section 2 constitutes an integral portion of the Additional Tract as anticipated in the said Section 16 of the said original Declaration as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration, and that the several conditions for annexation contained therein have been met and Declarant by the execution of this Supplemental Declaration hereby incorporates the said Phase V, Section 2 into Windridge Horizontal Property Regime;

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The definitions used in the original Declaration shall be applicable to Phase V, Section 2 of this supplemental Declaration except that, however, the said Phase shall be deemed to be included as a "Phase" as defined in said original Declaration, and the definition of Phase in the original Declaration shall be amended to read as follows: Phase shall mean the Phase designated herein as Section 2 of Phase V.

2. Declaration. Declarant hereby expressly declares that said Phase V, Section 2, and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phase shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase V, Section 2, certified to be true and correct representations of the boundaries of said Phase and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of AUG 18, 1976, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. [illegible] as of [illegible], 1976, as Instrument No. 76-52430, and are incorporated herein by reference.

4. Description of Dwelling Units. There are four (4) Dwelling Units in Phase V, Section 2 as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units numbered 48 through 51.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases I, II, III, IV, and V of Section 2 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

(a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divests them of that portion of their undivided share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the Percentage Interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(b) Declarant does hereby irrevocably [illegible] all powers of attorney, assignment, [illegible] and powers of appointment reserved by this and hereby grants, reconveys and assigns, in each owner of each Dwelling Unit, the shares in the Common Areas and Limited Areas which are necessary to attain for each Dwelling Unit an share in the Common Areas and Limited Areas corresponding to such respective Percentage interest in [illegible]

(c) Any other means appropriate in law or equity on the basis of the Declaration, the deed issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, 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.

Executed the day and year first above written.

Robert V. Welch

ACKNOWLEDGEMENT

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Welch, the Adopting Declarant, and acknowledged the execution of the within and foregoing "Second Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 12th day of [illegible], 1976.

Notary Public

My commission expires:

[illegible] 1980

This instrument prepared by Joseph P. [illegible], Attorney at Law.

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage area appurtenant to the dwelling unit	Estimate square foot cost	Percentage interest
Phase I, Section 2			
62	2,070.00	1,789.00	2.63
63	2,394.38	1,947.70	2.76
64	2,888.85	1,451.87	2.16
65	1,987.80	1,740.85	2.16
66	2,159.21	2,149.61	3.01
67	2,276.01	1,888.01	2.84
68	2,950.59	2,225.30	3.11
69	2,895.46	2,197.73	3.10
80	2,086.44	1,793.22	2.53
85	2,321.73	1,910.87	2.70
86	2,128.16	1,817.08	2.56
87	2,148.87	1,824.44	2.58
88	2,477.05	1,988.05	2.81
Phase II, Section 2			
61	2,138.42	2,819.21	2.47
62	2,151.52	1,815.76	2.56
63	2,867.55	2,083.48	2.94
64	2,323.67	1,911.8	2.70
Phase III, Section 2			
1	2,396.88	1,815.20	2.70
2	2,154.56	1,827.28	2.68
3	2,186.48	1,845.22	2.60
168	2,181.14	1,985.37	2.80
9	2,315.16	1,907.38	2.68
10	2,144.2	1,822.12	2.57
11	2,153.41	1,826.76	2.58
12	2,087.47	2,051.21	2.87
13	2,145.08	1,823.4	2.58
Phase IV, Section 2			
70	3,197.63	2,348.7	3.32
71	3,003.48	2,251.72	3.18
72	3,782.70	2,645.45	3.73
73	2,998.12	2,248.09	3.17
74	2,213.78	1,856.37	2.62
75	2,178.18	2,836.50	2.30
Phase V, Section 2			
48	2,328.16	1,915.9	2.70
49	2,043.28	1,751.1	2.50
50	2,295.32	1,898.76	2.7
51	2,4[illegible]	1,255.74	2.6
TOTALS		70,326.31	99.00

Civil engineers and surveyors
mid-states engineering co., inc.
107 North Pennsylvania Street, Suite 703, Indianapolis, Indiana 46204 Telephone (317) [illegible]
M. N. Franklin, P.E., L.S.
Sol C. Miller, P.E., L.S.
Rex L. Early

EXHIBIT

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 410, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Beginning at the Southeast corner of Windridge, Phase I, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument Number 75-56011; running thence S 13°31'48" E a distance of 225.847 feet; running thence S 75°46'19" W a distance of 119.997 feet; running thence S 62°17'51" W a distance of 24.000 feet; running thence N 27°42'09" W a distance of 28.352 feet to the point of curvature of a curve concave northeasterly having a central angle of 24°11'41" and a radius of 226.981 feet; running thence northwesterly around the arc of said curve a distance of 95.849 feet (said arc being subtended by a chord having a bearing of N 15°36'18.5" W and a length of 95.138 feet); running thence N 89°31'22" E a distance of 24.038 feet to a point on a curve concave southeasterly having a central angle of 09°48'35" and a radius of 202.981 feet; running thence northeasterly around the arc of said curve a distance of 34.753 feet (said arc being subtended by a chord having a bearing of N 01°32'18" E and a length of 34.710 feet); running thence N 05°56'35" E tangent to the last described curve a distance of 39.357 feet to the point of curvature of a curve concave northwesterly having a central angle of 11°20'57" and a radius of 210.811 feet; running thence northwesterly around the arc of said curve an arc distance of 41.757 feet (said arc being subtended by a chord having a bearing of N 00°16'17" E and a length of 41.689 feet) to a point on the southerly line of the aforementioned Windridge, Phase I, Section 2; running thence N 73°38'27" E on and along said southerly line a distance of 98.564 feet to the point of beginning; containing in all 0.690 acres; subject, however, to all legal highways, rights-of-way and easements.

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and the documents incorporat[illegible] therein provided, however, except and to the

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract described in the Declaration of Horizontal Property Ownership Under the Horizontal Property Regime, as amended and by the First and Second Supplemental Declaration hereto, individually and as expanded by said Second Supplemental Declaration, and (2) an instrument of certain lease rights which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Wold, a married individual, to American Fletcher Mortgage Company, Inc., an Indiana Corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification of Note, Mortgage, Assignment of Lessor's Interest in Lease and Development Loan Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana as Instrument No. 75-65459, given to secure an indebtedness in the original principal sum of $2,340,000.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana as Instrument No. 75-65458, as modified by the aforementioned Modification of Note, Mortgage, Assignment of Lessor's Interest in Lease and Development Loan Agreement, given as additional security for said indebtedness of $2,340,000.00,

hereby consents to the recording of the above and foregoing Second Supplemental Declaration of Horizontal Property Ownership Under the Horizontal Property Regime, and the submission of Phase II, Section 2, as defined in said Second Supplemental Declaration, and further agrees that its mortgage will subject to the Tract, as further expanded by said Second Supplemental Declaration, and the assignment of lease rights shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto, and the documents incorporated therein, provided, however, except and to the

extent that the mortgage and assignment of leases and rents are modified by this Consent, such mortgage and assignment of leases and rents shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 26th day of August, 1976.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [signature]

Attest: [signature]
Counsel

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State, personally appeared [signature] and [signature] by me known and known by me to be the [illegible] and Counsel, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Mortgagee this 25th day of August, 1976.

[signature]
Notary Public

My commission expires:

July 20, 1977

This instrument prepared by Joseph R. Quill, Attorney at Law.

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the Exhibit 1 to Second Supplemental Declaration thereto, said Tract being as expanded by said Second Supplemental Declaration, and (2) an assignment of certain lease rights, which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Walch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana Corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification of Note, Mortgage and Building Loan Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, given to secure an indebtedness in the original principal sum of $1,270,000.00;

Assignment of Lessor's Interest in Leases dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, given as additional security for said indebtedness of $1,270,000.00;

hereby consents to the recording of the above and foregoing Second Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase V, Section 2, as defined in said Second Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Second Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein, provided, however, that, and to the extent that the mortgage and assignment of lease rights are modified

by this Consent, such mortgage and assignment of rents shall remain in full force and effect unaltered and enforceable in accordance with their terms.

Executed this 25th day of August, 1976.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [illegible]

Attest: [illegible]
Secretary

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State, personally appeared [illegible] and [illegible] by me known and known by me to be the [illegible] and [illegible], respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee, for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Consent of Mortgagee this 25th day of August, 1976.

[illegible]
Notary Public

My commission expires:
July 20, 1979

This instrument prepared by Joseph F. Quill, Attorney at Law.

CROSS REFERENCE

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CROSS REFERENCE

THIRD SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Third Supplemental Declaration, made this 9th day of June, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant",

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24832 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, 76-45971 on the 3rd day of August, 1976; and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

RECEIVED FOR RECORD
PAUL OLIVER HYDE
RECORDER-MARION CO.
JUN 17 1977

Phase I, Section 3; as set out in Exhibit "1", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase I, Section 3 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phase I, Section 3 into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to Phase I, Section 3, and this Supplemental Declaration, provided, however, the said Phase shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at section 3.

FILED
June 17 1977
(51)
Jerome K. Forestal
MARION COUNTY AUDITOR

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2. Declaration. Declarant hereby expressly declares that said Phase I, Section 3, and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phase shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase I, Section 3; certified to be true and correct representations of the boundaries of said Phase and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of June 2, 1977, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of June 17, 1977, as Instrument No. 77-36567, and are incorporated herein by reference.

4. Description of Dwelling Units. There is one (1) Dwelling Unit in Phase I, Section 3 as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 199.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases I, II, III, IV, and V of Section 2 and Phase I of Section 3 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

(a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto, as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, 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.

Executed the day and year first above written.

Robert V. Welch

ACKNOWLEDGEMENT

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 within and foregoing "Third Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 9th day of June, 1977.

Notary Public

My commission expires:

May 9, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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SCHEDULE I

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
Phase I, Section 2			
52	2,078.00	1,789.00	2.46
53	2,395.39	1,947.70	2.68
54	1,988.85	1,741.64	2.39
55	1,987.80	1,740.85	2.39
56	2,759.21	2,129.61	2.93
57	2,276.01	1,888.01	2.60
58	2,950.59	2,225.30	3.06
59	2,895.46	2,197.73	3.02
60	2,086.44	1,793.22	2.47
65	2,321.73	1,910.87	2.63
66	2,128.16	1,814.08	2.49
67	2,148.67	1,824.34	2.51
68	2,477.05	1,988.53	2.73
Phase II, Section 2			
61	2,138.42	1,819.21	2.50
62	2,131.52	1,815.76	2.50
63	2,667.55	2,083.78	2.86
64	2,323.61	1,911.81	2.63
Phase III, Section 2			
1	2,326.39	1,913.20	2.63
2	2,154.56	1,827.28	2.51
3	2,186.48	1,843.24	2.53
69	2,467.14	1,983.57	2.73
9	2,315.16	1,907.58	2.62
10	2,144.24	1,822.12	2.50
11	2,153.51	1,826.76	2.51
12	2,562.41	2,031.21	2.79
13	2,147.93	1,823.97	2.51
Phase IV, Section 2			
70	3,197.53	2,348.77	3.23
71	3,003.43	2,251.72	3.10
72	3,787.70	2,643.85	3.63
73	2,996.17	2,248.09	3.09
74	2,213.73	1,856.87	2.55
75	3,173.18	2,336.59	3.21
Phase V, Section 2			
48	2,323.84	1,911.92	2.63
49	2,043.29	1,771.65	2.44
50	2,299.52	1,899.76	2.61
51	2,411.54	1,955.77	2.69
Phase I, Section 3			
199	2,342.50	1,921.25	2.64
TOTALS		72,746.61	100.00

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

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EXHIBIT "I"

civil engineers and surveyors

mid-states engineering co., inc.

Suite 703, LaRosa Building 107 North Pennsylvania Street Indianapolis, Indiana 46204 • Telephone (317) 634-6235

M. N. Franklin, P.E., L.S.
Sol C. Miller, P.E., L.S.
Rex C. Early

LEGAL DESCRIPTION

I, the undersigned, do hereby certify that Sheet 1 is true and correct, representing a plan of the development known as Windridge - Phase I, Section 3, the legal description for which is more particularly described as follows:

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 Northeast corner of the aforementioned Northeast Quarter section; running thence along the East line of said Northeast Quarter Section, South 00°13'32" West a distance of 1414.408 feet to the point of beginning of the real estate described herein; said point also being on a curve concave Southwesterly having a central angle of 24°53'26" and a radius of 350.000 feet; running thence Northwesterly around the curve an arc distance of 152.048 feet (said arc being subtended by a chord having a bearing of North 78°13'20" West and a length of 150.856 feet); running thence South 89°19'57" West tangent to the last described curve a distance of 372.909 feet to the point of curvature of a curve concave Southerly having a central angle of 23°44'50" and a radius of 219.926 feet; running thence Southwesterly around the arc of said curve an arc distance of 91.152 feet (said arc being subtended by a chord having a bearing of South 77°27'32" West and a length of 90.501 feet)to a point on the East line of Windridge Phase III, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana by Instrument No. 76-45970; running thence South 24°24'53" East along the East line of the aforementioned Phase III, Section 2 a distance of 20.000 feet to a point on a curve concave Southerly having a central angle of 23°44'50" and a radius of 199.926 feet; running thence Northeasterly around the curve an arc distance of 82.863 feet (said arc being subtended by a chord having a bearing of North 77°27'32" East and a length of 82.271 feet); running thence North 89°19'57" East tangent to the last described curve a distance of 372.909 feet to the point of curvature of a curve concave Southwesterly having a central angle of 38°15'40" and a radius of 330.000 feet; running thence Southeasterly around the curve an arc distance of 220.368 feet (said arc being subtended by a chord having a bearing of South 71°32'13" East and a length of 216.297 feet); running thence South 52°24'23" East tangent to the last described curve a distance of 411.100 feet to the point of curvature of a curve concave Northeasterly having a central angle of 67°42'37" and a radius of 206.226 feet; running thence Southeasterly around the curve an arc distance of 243.711 feet (said arc being subtended by a chord having a bearing of South 86°15'42" East and a length of 229.775 feet); running thence South 44°15'30" East from the last described curve a distance of 53.294 feet to the point of curvature of a curve concave Northeasterly having a central angle of 26°30'00" and a radius of 179.874 feet; running thence Southeasterly around the curve an arc distance of 83.194 feet (said arc being subtended by a chord having a bearing of South 57°30'30" East and a length of 82.454 feet); running thence South 70°45'30" East tangent to the last described curve a distance of 66.980 feet; running thence North 22°29'21" East a distance of 111.340 feet; running thence North 67°30'39" West a distance of 110.209 feet; running thence South 62°22'40" West a distance of 38.161 feet; running thence North 67°30'39" West a distance of 55.632 feet to the point of curvature of a curve concave Southeasterly having a central angle of 81°26'24" and a radius of 186.226 feet; running thence Westerly around the curve an arc distance of 264.701 feet (said arc being subtended by a chord having a bearing of South 86°52'24" West and a length of 242.974 feet); running thence North 52°24'23" West tangent to the last described curve a distance of 411.100 feet to the point of curvature of a curve concave Southwesterly having a central angle of 13°22'14" and a radius of 350.000 feet; running thence Northwesterly around the curve an arc distance of 81.676 feet (said arc being subtended by a chord having a bearing of North 59°05'30" West and a length of 81.490 feet) to the point of beginning, containing in all 1.049 Acres, subject, however, to all legal highways, rights-of-way and easements

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, and Third Supplemental Declaration thereto, said Tract being as expanded by said Third Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of $1,270,000.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, a, modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of $1,270,000.00;

hereby consents to the recording of the above and foregoing Third Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

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Regime, and the submission of Phase I, Section 3, as defined in said Third Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Third Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 10th day of June, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson, V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo, by me known and known by me to be ~~the~~ Vice President ~~and~~ _____, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgage with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 10th day of June, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, and Third Supplemental Declaration thereto, said Tract being as expanded by said Third Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given to secure an indebtedness in the principal sum of $2,505,000.00.
>
> Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given as additional security for said indebtedness of $2,505,000.00;

hereby consents to the recording of the above and foregoing Third Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 3, as defined in said Third Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Third Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified

by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 10th day of June, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson, Vice President

Attest: Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo, by me known and known by me to be the Vice Presidents and, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 10th day of June, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, and Third Supplemental Declaration thereto, said Tract being as expanded by said Third Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of $2,924,500.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of $2,924,500.00;

hereby consents to the recording of the above and foregoing Third Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 3, as defined in said Third Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Third Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 10th day of June, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo, by me known and known by me to be the Vice Presidents and, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgage for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 10th day of June, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CROSS REFERENCE

CROSS REFERENCE

FOURTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO.
AUG 26 10 30 AM '77

This Fourth Supplemental Declaration, made this 15TH day of AUGUST, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant".

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24832 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976; and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36567 on the 17th day of June, 1977; respectively, reference to which is hereby made; and.

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase VI, Section 2, as set out in Exhibit"2"; Phase VII, Section 2, as set out in Exhibit "3";Phase VIII, Section 2, as set out in Exhibit "4"; Phase II, Section 3, as set out in Exhibit "5"; Phase I, Section 1, as set out in Exhibit "1", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at section 3.

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2. Declaration. Declarant hereby expressly declares that said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of July 21, 1977 for Phase I, Section 1; July 19, 1977 for Phase VI, Section 2; and July 18, 1977 for Phase II, Section 3, Phase VII, Section 2 and Phase VIII, Section 2, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of Aug 26, 1977, as Instrument No. 77-55797, 77-55813, and are incorporated herein by reference. 77-55862, 77-55868 & 77-55872

4. Description of Dwelling Units. There are two (2) Dwelling Units in Phase I, Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 35 and number 36; there are three (3) Dwelling Units in Phase VI, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 14, number 15 and number 16; there are ten (10) Dwelling Units in Phase VII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 251, number 252, number 253, number 254, number 255, number 256, number 257, number 258, number 259 and number 260; there are six (6) Dwelling Units Phase VIII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 42, number 43, number 44, number 45, number 46 and number 47; there are five (5) Dwelling Units in Phase II, Section 3, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 151, number 152, number 153, number 154 and number 155.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2 and Phases I and II of Section 3 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

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Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

(a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto, as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, 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.

Executed the day and year first above written.

Robert V. Welch

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ACKNOWLEDGEMENT

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 within the foregoing "Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 15th day of August, 1977.

Judith A. Yeggi
Notary Public

My Commission expires:

May 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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SCHEDULE I

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
I, Section 1			
35	2,739.80	2,119.90	1.73
36	2,739.80	2,119.90	1.73
e I, Section 2			
52	2,078.00	1,789.00	1.46
53	2,395.39	1,947.70	1.59
54	1,988.85	1,741.64	1.42
55	1,987.80	1,740.85	1.42
56	2,759.21	2,129.61	1.74
57	2,276.01	1,888.01	1.54
58	2,950.59	2,225.30	1.81
59	2,895.46	2,197.73	1.79
60	2,086.44	1,793.22	1.46
65	2,321.73	1,910.87	1.56
66	2,128.16	1,814.08	1.48
67	2,148.67	1,824.34	1.49
68	2,477.05	1,988.53	1.62
se I, Section 3			
199	2,342.50	1,921.25	1.57
se II, Section 2			
61	2,138.42	1,819.21	1.48
62	2,131.52	1,815.76	1.48
63	2,667.55	2,083.78	1.70
64	2,323.61	1,911.81	1.56
se II, Section 3			
151	2,401.84	1,950.92	1.59
152	2,371.30	1,935.50	1.58
153	3,207.00	2,353.50	1.92
154	3,331.70	2,415.85	1.97
155	4,525.57	3,012.79	2.46
se III, Section 2			
1	2,326.39	1,913.20	1.56
2	2,154.56	1,827.28	1.49
3	2,186.48	1,843.24	1.50
69	2,467.14	1,983.57	1.62
9	2,315.16	1,907.58	1.56
10	2,144.24	1,822.12	1.49
11	2,153.51	1,826.76	1.49
12	2,562.41	2,031.21	1.66
13	2,147.93	1,823.97	1.49

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SCHEDULE I

umber	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
e IV, Section 2			
70	3,197.53	2,348.77	1.91
71	3,003.43	2,251.72	1.84
72	3,787.70	2,643.85	2.16
73	2,996.17	2,248.09	1.83
74	2,213.73	1,856.87	1.51
75	3,173.18	2,336.59	1.91
e V, Section 2			
48	2,323.84	1,911.92	1.56
49	2,043.29	1,771.65	1.44
50	2,299.52	1,899.76	1.55
51	2,411.54	1,955.77	1.59
se VI, Section 2			
14	2,531.28	2,015.64	1.64
15	1,855.98	1,641.99	1.34
16	1,900.03	1,675.02	1.37
se VII, Section 2			
251	1,773.97	1,580.48	1.29
252	1,730.77	1,548.08	1.26
253	1,730.77	1,548.08	1.26
254	1,730.77	1,548.08	1.26
255	1,730.77	1,548.08	1.26
256	1,773.97	1,580.48	1.29
257	1,730.77	1,548.08	1.26
258	1,730.77	1,548.08	1.26
259	1,730.77	1,548.08	1.26
260	1,730.77	1,548.08	1.26
se VIII, Section 2			
42	2,338.09	1,919.05	1.56
43	3,062.06	2,281.03	1.86
44	3,592.16	2,546.08	2.08
45	3,093.70	2,296.85	1.87
46	2,674.00	2,087.00	1.70
47	2,442.16	1,971.08	1.61
TALS		122,634.31	100.00

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

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JOB #377-365

WINDRIDGE, PHASE I, SECTION 1

LEGAL DESCRIPTION

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

Commencing at the Southwest corner of the aforementioned Northwest quarter of said ion 10, Township 16 North, Range 4 East; thence South 89°06'13" East along the South thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson (as per Project U.S. 467 (1) FY 1960); the following three calls are along said Easterly line; thence North 16°02'58" West a distance of 161.54 feet; thence North 26°50'43" a distance of 27.07 feet to the point of beginning of the real estate described in; said point also being on the Southerly R/W line of Hawks Point Road; continuing ce North 26°50'43" West along said Easterly R/W line a distance of 25.00 feet to a t on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a e concave Southerly having a central angle of 38°50'43" and a radius of 212.706 feet following three calls are on the Northerly R/W line of said Hawks Point Road); thence erly around said curve an arc distance of 144.21 feet (said arc being subtended by a d having a bearing of North 82°34'39" East and a length of 141.463 feet); thence South 0'00" East tangent to the last described curve a distance of 203.00 feet to a point of ature of a curve concave Northerly having a central angle of 06°55'17" and a radius of 380 feet; thence Easterly around said curve an arc distance of 83.52 feet (said arc g subtended by a chord having a bearing of South 81°27'39" East and a length of 83.467); thence South 00°53'47" West a distance of 170.88 feet to a point on the South line of Northwest quarter, Section 10, Township 16 North, Range 4 East; said point also being he North line of Laurel Hall "Amended" Subdivision as recorded in the Office of the rder of Marion County, Indiana, in Plat Book 30, pages 1 and 2; thence North 89°06'13" along the South line thereof and the North line of said Laurel Hall "Amended" Subdivision stance of 224.00 feet; thence North 00°53'47" East a distance of 184.23 feet to a point he Southerly line of the aforementioned Hawks Point Road; the following two calls are aid Southerly R/W line; thence North 78°00'00" West a distance of 63.94 feet to a point urvature of a curve concave Southeasterly having a central angle of 38°50'43" and a us of 187.706 feet; thence Westerly around said curve an arc distance of 127.26 feet d arc being subtended by a chord having a bearing of South 82°34'37" West and a length 24.84 feet) to the point of beginning, containing in all 1.082 acres. Subject, however, ll legal highways, rights-of-way and easements.

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LEGAL DESCRIPTION

WINDRIDGE, PHASE VI, SECTION 2

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

Commencing at the most southerly point of Windridge, Phase III, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #76-45970 (said point also being on the Easterly right-of-way line for Emerson Way as per I.S.H.C. Project U.S. 467(1) FY 1960); the next two calls being along the Easterly line of said Windridge, Phase III, Section 2; thence North 29°34'09" East a distance of 132.289 feet; thence North 11°01'27" East a distance of 24.739 feet; thence South 56°29'56" East a distance of 42.157 feet to the point of beginning of the real estate described herein; thence North 33°30'34" East a distance of 91.830 feet; thence North 38°42'26" East a distance of 24.879 feet to a point on the South line of Whisperwood Lane and the Southerly line of aforementioned Windridge, Phase III, Section 2; said point also being on a curvature of a curve concave Southwesterly having a central angle of 28°07'07" and a radius of 240.823 feet; thence Easterly around the curve and the Southerly line of said Windridge, Phase III, Section 2 and Whisperwood Lane an arc distance of 118.187 feet (said arc being subtended by a chord having a bearing of South 65°21'07" East and a length of 117.005 feet); thence South 10°35'19" West from the last described curve a distance of 46.470 feet; thence South 33°30'34" West a distance of 91.830 feet; thence North 56°29'26" West a distance of 135.960 feet to the point of beginning ; containing in all 0.373 Acres, subject, however, to all legal highways, rights-of-way and easements.

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

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PHASE VII, SECTION 2

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; both in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South 89°06'13" East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following four calls are along said Easterly R/W line; thence North 16°02'59" West a distance of 161.537 feet; thence North 26°50'44" West a distance of 123.886 feet to the point of beginning of the real estate described herein; continuing thence North 26°50'43" West along said R/W a distance of 38.185 feet; thence North 40°21'29" West a distance of 163.246 feet; thence North 36°07'46" East a distance of 64.153 feet; thence North 52°19'35" East a distance of 92.528 feet; thence North 69°05'32" East a distance of 70.783 feet to a point on the Westerly R/W line of Whisperwood Lane and also the Westerly line of Windridge - Phase V, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana by Instrument No. 76-52433, said point also being on a curvature of a curve concave Northeasterly having a central angle of 06°47'41" and a radius of 226.981 feet; the following three (3) calls are along the Westerly and Southerly line of the aforementioned Windridge, Phase V, Section 2; thence Southeasterly around said curve an arc distance of 26.918 feet (said arc being subtended by a chord having a bearing of South 24°18'16" East and a length of 26.902 feet); thence South 27°42'09" East tangent to the last described curve a distance of 28.352 feet to the Southwest corner of said Windridge, Phase V, Section 2; thence North 62°17'51" East a distance of 24.000 feet to a point on the Easterly R/W line of Whisperwood Lane; the next three (3) calls are on said Easterly line; thence South 27°42'09" East a distance of 55.708 feet to a point of curvature of a curve concave Southwesterly having a central angle of 16°04'55" and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South 19°39'42" East and a length of 132.027

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et) to a point of curvature of a curve concave Westerly having a central angle
20°31'48" and a radius of 353.197 feet; thence Southerly around said curve an
c distance of 126.555 feet (said arc being subtended by a chord having a bearing
South 01°21'19" East and a length of 125.879 feet) to a point on the Northerly
ne of Hawks Point Road; thence North 78°00'00" West along said Northerly R/W
ne a distance of 0.328 feet to a point of curvature of a curve concave South-
sterly having a central angle of 06°22'48" and a radius of 212.705 feet; thence
rthwesterly around said curve and along said Northerly R/W line an arc distance
23.685 feet to a point on the Westerly R/W line of Whisperwood Lane; said
int also being the point of curvature of a curve concave Westerly having a
ntral angle of 12°41'50" and a radius of 329.197 feet; thence Northerly around
id curve and along the Westerly line of Whisperwood Lane an arc distance of
.952 feet (said arc being subtended by a chord having a bearing of North
°33'54" East and a length of 72.803 feet; thence South 78°40'31" West a distance
155.602 feet to the point of beginning, containing in all 1.284 Acres, subject
owever, to all legal highways, rights-of-way and easements.

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PHASE VIII, SECTION 2

LEGAL DESCRIPTION

Land being part of the Northwest quarter of Section 10, Township 16 North, ıge 4 East in Marion County, State of Indiana, being more particularly described follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter said Section 10, Township 16 North, Range 4 East; thence South 89°06'13" East ong the South line thereof a distance of 44.97 feet to a point on the Easterly W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following o calls are along said Easterly R/W line; thence North 16°02'58" West a dis- nce of 161.537 feet; thence North 26°50'43" West a distance of 52.071 feet to point on the Northerly R/W line of Hawks Point Road; said point also on a curva- re of a curve concave Southerly having a central angle of 38°50'43" and a radius 212.706 feet (the following three calls are on the Northerly R/W line of said wks Point Road); thence Easterly around said curve an arc distance of 144.209 et (said arc being subtended by a chord having a bearing of North 82°34'39" st and a length of 141.463 feet) thence South 78°00'00" East tangent to the last scribed curve a distance of 0.328 feet to the point of beginning of the real tate described herein; continuing South 78°00'00" East along said Northerly ne a distance of 100.758 feet; thence North 12°00'00" East a distance of 1.984 feet; thence North 16°59'57" East a distance of 18.127 feet; thence North 1°38'51" West a distance of 112.864 feet; thence North 01°41'19" West a distance 45.741 feet; thence North 21°24'48" West a distance of 123.921 feet to a oint that is North 75°46'19" East and a distance of 9.24 feet from the Southeast orner of Windridge, Phase V, Section 2, as recorded in the Office of the Recorder Marion County, Indiana as Instrument No. 76-52433; thence South 75°46'19" East long the Southerly line extended and the Southerly line of said Windridge, Phase , Section 2 a distance of 129.237 feet to a point on the Easterly R/W line of ıisperwood Lane; the next three calls are on said Easterly line; thence South 7°42'09" East a distance of 55.708 feet to a point of curvature of a curve con- ave Southwesterly having a central angle of 16°04'55" and a radius of 471.928 eet; thence Southerly around said curve an arc distance of 132.462 feet (said rc being subtended by a chord having a bearing of South 19°39'42" East and a ength of 132.027 feet) to a point of curvature of a curve concave Westerly having central angle of 20°31'48" and a radius of 353.197 feet; thence Southerly around aid curve an arc distance of 126.555 feet (said arc being subtended by a chord aving a bearing of South 01°21'19" East and a length of 125.879 feet) to the oint of beginning, containing in all 0.882 Acres, subject, however, to all legal ighways, rights-of-way and easements.

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

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PHASE II, SECTION 3

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, ange 4 East in Marion County, State of Indiana, being more particularly described s follows:

Commencing at the northwest corner of the aforementioned Northwest Quarter ection; thence South 00°13'32" West along the west line thereof a distance of 436.434 feet to the southerly line of Windridge Drive and the southerly line of indridge, Phase I, Section 3 as recorded in the Office of the Recorder of Marion ounty, Indiana as Instrument No. 77-36567; said point also being on a curve con- ave Southwesterly (this and the next six calls are on the southerly line of said hase I, Section 3) having a central angle of 11°48'54" and a radius of 330.00 eet; thence Southeasterly along the curve an arc distance of 68.050 feet (said rc being subtended by a chord having a bearing of South 58°18'50" East and a ength of 67.929 feet); thence South 52°24'23" East 411.10 feet to a point of urvature of a curve concave Northerly having a central angle of 67°42'37" nd a radius of 206.226 feet; thence Southeasterly around said curve an arc dis- ance of 87.075 feet (said arc being subtended by a chord having a bearing of outh 64°30'10" East and a length of 86.429 feet) to the point of beginning of the eal estate described herein; continuing thence along the same curve and along the outherly line of said Phase I, Section 3, an arc distance of 156.636 feet (said rc being subtended by a chord having a bearing of North 81°38'33" East and a ength of 152.898 feet); thence South 44°15'30" East from the last described urve a distance of 53.294 feet to the point of curvature of a curve concave North- asterly having a central angle of 26°30'00" and a radius of 179.874 feet; thence outheasterly around the curve an arc distance of 83.194 feet (said arc being ubtended by a chord having a bearing of South 57°30'30" East and a length of 2.454 feet); thence South 70°45'30" East tangent to the last described curve a istance of 66.98 feet to the southeast corner of the aforementioned Windridge, hase I, Section 3; thence North 22°29'21" East along the easterly line of said indridge, Phase I, Section 3, a distance of 20.03 feet; thence South 70°45'30" ast a distance of 19.93 feet to a point of curvature of a curve concave South- esterly having a central angle of 12°55'56" and a radius of 362.935 feet; thence outheasterly around said curve an arc distance of 81.917 feet (said arc being sub- tended by a chord having a bearing of South 64°17'32" East and a length of 81.743 feet); thence South 57°49'34" East a distance of 8.77 feet to a point of curvature of a curve concave Northeasterly having a central angle of 12°40'42" and a radius of 350.058 feet; thence Southeasterly around said curve an arc distance of 77.461 feet (said arc being subtended by a chord having a bearing of South 64°09'56" East and a length of 77.303 feet); thence South 70°30'17" East a distance of 22.00 feet; hence South 19°29'43" West a distance of 20.00 feet; thence North 70°30'17" est a distance of 15.81 feet; thence South 59°32'44" West a distance of 20.86 eet to a point of curvature of a curve concave Northerly having a central angle f 49°11'38" and a radius of 97.380 feet; thence Southwesterly around said curve n arc distance of 83.610 feet (said arc being subtended by a chord having a earing of South 84°08'33" West and a length of 81.065 feet); thence North 1°15'37" West a distance 27.13 feet to a point of curvature of a curve concave ortheasterly having a central angle of 07°26'22" and a radius of 348.39 feet; hence Northwesterly around said curve an arc distance of 45.24 feet (said arc eing subtended by a chord having a bearing of North 67°32'27" West and a length f 45.21 feet); thence North 63°49'16" West a distance of 44.57 feet; thence outh 88°24'35" West a distance of 55.30 feet; thence South 16°30'45" West a istance of 50.25 feet; thence North 73°29'15" West a distance of 238.57 feet; hence North 16°30'45" East a distance of 87.52 feet; thence North 37°22'31" est a distance of 33.53 feet; thence North 13°24'05" East a distance of 9.92 eet to the point of beginning; containing in all 1.257 acres, more or less. ubject, however, to all legal highways, rights-of-way and easements.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of $1,270,000.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of $1,270,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

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in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC

By: J. E. Johnson, Vice President

Attest: Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ ~~respectively~~ of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of $2,924,500.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of $2,924,500.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

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in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson, V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ ~~respectively~~ of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given to secure an indebtedness in the principal sum of $2,505,000.00
>
> Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given as additional security for said indebtedness of $2,505,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights,

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shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be the Vice Presidents, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CROSS INDEX

FOURTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO.
AUG 26 10 30 AM '77

This Fourth Supplemental Declaration, made this 15TH day of AUGUST, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant",

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24832 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976; and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36567 on the 17th day of June, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase VI, Section 2, as set out in Exhibit "2"; Phase VII, Section 2, as set out in Exhibit "3"; Phase VIII, Section 2, as set out in Exhibit "4"; Phase II, Section 3, as set out in Exhibit "5"; Phase I, Section 1, as set out in Exhibit "1", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at section 3.

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2. Declaration. Declarant hereby expressly declares that said ase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, ction 2; Phase II, Section 3; and all appurtenant easements, and all velling Units, buildings, improvements and property of any kind and nature atsoever located thereon, shall be annexed to and become part of Windridge rizontal Property Regime as if it had been included in the original Declaration d hereafter shall be held, transferred, sold, conveyed and occupied subject the covenants, restrictions and provisions of the original Declaration, the nendments thereto, the Act, the By-Laws, as amended, and the rules and gulations as adopted by the Board of Managers, as each may be further nended from time to time, the original Declaration, and Amendments thereto, ing incorporated herein and made part hereof by reference. Said Phases shall reafter and for all purposes be included in the definition of "Tract" as defined the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other nprovements constituting Phase I, Section 1; Phase VI, Section 2; Phase VII, ection 2; Phase VIII, Section 2; Phase II, Section 3; certified to be true and orrect representations of the boundaries of said Phases and the building layout nd location, building dimensions, building addresses, building numbers, welling Unit designations, parking areas, Common Areas, Limited Areas and arages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and rchitect, under date of July 21, 1977 for Phase I, Section 1; July 19, 1977 for hase VI, Section 2; and July 18, 1977 for Phase II, Section 3, Phase VII, ection 2 and Phase VIII, Section 2, have been filed in the Office of the Recorder f Marion County, Indiana, in Horizontal Property Plan File No. _____ s of Aug 26, 1977, as Instrument No. 77-55797, 77-55813, nd are incorporated herein by reference. 77-55862, 77-55868 and 77-55872

4. Description of Dwelling Units. There are two (2) Dwelling Units n Phase I, Section 1, as shown on the Plans. The Dwelling Units are identified nd referred to in the Plans and this Declaration as Dwelling Units number 35 nd number 36; there are three (3) Dwelling Units in Phase VI, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 14, number 15 and number 16; there are ten (10) Dwelling Units in Phase VII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 251, number 252, number 253, number 254, number 255, number 256, number 257, number 258, number 259 and number 260; there are six (6) Dwelling Units Phase VIII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 42, number 43, number 44, number 45, number 46 and number 47; there are five (5) Dwelling Units in Phase II, Section 3, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 151, number 152, number 153, number 154 and number 155.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2 and Phases I and II of Section 3 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

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Pursuant to the rights of Declarant contained in Paragraph 16 of the ginal Declaration, and additional rights contained in said Declaration, the rcentage Interest appurtenant to each Dwelling Unit, is now readjusted as all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are lculated on the basis set forth in Paragraph 16 of the original Declaration d this reallocation is accomplished as follows:

(a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto, as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, 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.

Executed the day and year first above written.

Robert V. Welch

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ACKNOWLEDGEMENT

te of Indiana)
) ss:
unty of Marion)

Before me, a Notary Public in and for said County and State, rsonally appeared Robert V. Welch, who acknowledged the execution the within the foregoing "Fourth Supplemental Declaration of Horizontal operty Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 15th day of August, 77.

Notary Public

y Commission expires:

May 3, 1980

his instrument prepared by Joseph F. Quill, attorney at law.

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SCHEDULE I

	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
1	2,739.80	2,119.90	1.73
	2,739.80	2,119.90	1.73
2	2,078.00	1,789.00	1.46
	2,395.39	1,947.70	1.59
	1,988.85	1,741.64	1.42
	1,987.80	1,740.85	1.42
	2,759.21	2,129.61	1.74
	2,276.01	1,888.01	1.54
	2,950.59	2,225.30	1.81
	2,895.46	2,197.73	1.79
	2,086.44	1,793.22	1.46
	2,321.73	1,910.87	1.56
	2,128.16	1,814.08	1.48
	2,148.67	1,824.34	1.49
	2,477.05	1,988.53	1.62
n 3	2,342.50	1,921.25	1.57
on 2	2,138.42	1,819.21	1.48
	2,131.52	1,815.76	1.48
	2,667.55	2,083.78	1.70
	2,323.61	1,911.81	1.56
ion 3	2,401.84	1,950.92	1.59
	2,371.30	1,935.50	1.58
	3,207.00	2,353.50	1.92
	3,331.70	2,415.85	1.97
	4,525.57	3,012.79	2.46
tion 2	2,326.39	1,913.20	1.56
	2,154.56	1,827.28	1.49
	2,186.48	1,843.24	1.50
	2,467.14	1,983.57	1.62
	2,315.16	1,907.58	1.56
	2,144.24	1,822.12	1.49
	2,153.51	1,826.76	1.49
	2,562.41	2,031.21	1.66
	2,147.93	1,823.97	1.49

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SCHEDULE I

	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
n 2	3,197.53	2,348.77	1.91
	3,003.43	2,251.72	1.84
	3,787.70	2,643.85	2.16
	2,996.17	2,248.09	1.83
	2,213.73	1,856.87	1.51
	3,173.18	2,336.59	1.91
n 2	2,323.84	1,911.92	1.56
	2,043.29	1,771.65	1.44
	2,299.52	1,899.76	1.55
	2,411.54	1,955.77	1.59
on 2	2,531.28	2,015.64	1.64
	1,855.98	1,641.99	1.34
	1,900.03	1,675.02	1.37
tion 2	1,773.97	1,580.48	1.29
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,773.97	1,580.48	1.29
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
ection 2	2,338.09	1,919.05	1.56
	3,062.06	2,281.03	1.86
	3,592.16	2,546.08	2.08
	3,093.70	2,296.85	1.87
	2,674.00	2,087.00	1.70
	2,442.16	1,971.08	1.61
		122,634.31	100.00

re Footage certified by Mid-States Engineering, Indianapolis, Indiana

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JOB #377-365

WINDRIDGE, PHASE I, SECTION 1

LEGAL DESCRIPTION

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

; at the Southwest corner of the aforementioned Northwest quarter of said
vnship 16 North, Range 4 East; thence South 89°06'13" East along the South
distance of 44.97 feet to a point on the Easterly R/W line for Emerson
oject U.S. 467 (1) FY 1960); the following three calls are along said Easterly
ce North 16°02'58" West a distance of 161.54 feet; thence North 26°50'43"
e of 27.07 feet to the point of beginning of the real estate described
oint also being on the Southerly R/W line of Hawks Point Road; continuing
6°50'43" West along said Easterly R/W line a distance of 25.00 feet to a
ortherly R/W line of Hawks Point Road; said point also on a curvature of a
Southerly having a central angle of 38°50'43" and a radius of 212.706 feet
three calls are on the Northerly R/W line of said Hawks Point Road); thence
d said curve an arc distance of 144.21 feet (said arc being subtended by a
bearing of North 82°34'39" East and a length of 141.463 feet); thence South
tangent to the last described curve a distance of 203.00 feet to a point of
curve concave Northerly having a central angle of 06°55'17" and a radius of
thence Easterly around said curve an arc distance of 83.52 feet (said arc
ed by a chord having a bearing of South 81°27'39" East and a length of 83.467
South 00°53'47" West a distance of 170.88 feet to a point on the South line of
t quarter, Section 10, Township 16 North, Range 4 East; said point also being
line of Laurel Hall "Amended" Subdivision as recorded in the Office of the
arion County, Indiana, in Plat Book 30, pages 1 and 2; thence North 89°06'13"
e South line thereof and the North line of said Laurel Hall "Amended" Subdivision
224.00 feet; thence North 00°53'47" East a distance of 184.23 feet to a point
rly line of the aforementioned Hawks Point Road; the following two calls are
erly R/W line; thence North 78°00'00" West a distance of 63.94 feet to a point
of a curve concave Southeasterly having a central angle of 38°50'43" and a
.706 feet; thence Westerly around said curve an arc distance of 127.26 feet
ng subtended by a chord having a bearing of South 82°34'37" West and a length
t) to the point of beginning, containing in all 1.082 acres. Subject, however,
highways, rights-of-way and easements.

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LEGAL DESCRIPTION

WINDRIDGE, PHASE VI, SECTION 2

›eing part of the Northeast quarter of Section 9, Township 16 North, ;t in Marion County, State of Indiana, being more particularly ıs follows:

ncing at the most southerly point of Windridge, Phase III, Section 2 d in the Office of the Recorder of Marion County, Indiana, by #76-45970 (said point also being on the Easterly right-of-way line n Way as per I.S.H.C. Project U.S. 467(1) FY 1960); the next two calls ıg the Easterly line of said Windridge, Phase III, Section 2; thence ı4'09" East a distance of 132.289 feet; thence North 11°01'27" East a ›f 24.739 feet; thence South 56°29'56" East a distance of 42.157 feet int of beginning of the real estate described herein; thence North East a distance of 91.830 feet; thence North 38°42'26" East a distance feet to a point on the South line of Whisperwood Lane and the Southerly forementioned Windridge, Phase III, Section 2; said point also being ature of a curve concave Southwesterly having a central angle of and a radius of 240.823 feet; thence Easterly around the curve and erly line of said Windridge, Phase III, Section 2 and Whisperwood Lane stance of 118.187 feet (said arc being subtended by a chord having a ›f South 65°21'07" East and a length of 117.005 feet); thence South ' West from the last described curve a distance of 46.470 feet; thence '30'34" West a distance of 91.830 feet; thence North 56°29'26" West a of 135.960 feet to the point of beginning ; containing in all 0.373 ıbject, however, to all legal highways, rights-of-way and easements.

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Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

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PHASE VII, SECTION 2

LEGAL DESCRIPTION

being part of the Northeast quarter of Section 9, Township 16 North, ast and part of the Northwest quarter of Section 10, Township 16 North. ast; both in Marion County, State of Indiana, being more particularly as follows:

ıencing at the Southwest corner of the aforementioned Northwest quarter ıection 10, Township 16 North, Range 4 East; thence South 89°06'13" East South line thereof a distance of 44.97 feet to a point on the Easterly for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following ls are along said Easterly R/W line; thence North 16°02'59" West a dis- 161.537 feet; thence North 26°50'44" West a distance of 123.886 feet to t of beginning of the real estate described herein; continuing thence °50'43" West along said R/W a distance of 38.185 feet; thence North " West a distance of 163.246 feet; thence North 36°07'46" East a distance 3 feet; thence North 52°19'35" East a distance of 92.528 feet; thence °05'32" East a distance of 70.783 feet to a point on the Westerly R/W Whisperwood Lane and also the Westerly line of Windridge - Phase V, 2 as recorded in the Office of the Recorder of Marion County, Indiana by nt No. 76-52433, said point also being on a curvature of a curve concave terly having a central angle of 06°47'41" and a radius of 226.981 feet; owing three (3) calls are along the Westerly and Southerly line of the ıtioned Windridge, Phase V, Section 2; thence Southeasterly around said ı arc distance of 26.918 feet (said arc being subtended by a chord having ıg of South 24°18'16" East and a length of 26.902 feet); thence South 3" East tangent to the last described curve a distance of 28.352 feet to thwest corner of said Windridge, Phase V, Section 2; thence North 62°17'51" distance of 24.000 feet to a point on the Easterly R/W line of Whisperwood he next three (3) calls are on said Easterly line; thence South 27°42'09" distance of 55.708 feet to a point of curvature of a curve concave South- y having a central angle of 16°04'55" and a radius of 471.928 feet; thence ly around said curve an arc distance of 132.462 feet (said arc being sub- by a chord having a bearing of South 19°39'42" East and a length of 132.027

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point of curvature of a curve concave Westerly having a central angle
3" and a radius of 353.197 feet; thence Southerly around said curve an
:e of 126.555 feet (said arc being subtended by a chord having a bearing
1°21'19" East and a length of 125.879 feet) to a point on the Northerly
vks Point Road; thence North 78°00'00" West along said Northerly R/W
tance of 0.328 feet to a point of curvature of a curve concave South-
aving a central angle of 06°22'48" and a radius of 212.705 feet; thence
rly around said curve and along said Northerly R/W line an arc distance
feet to a point on the Westerly R/W line of Whisperwood Lane; said
being the point of curvature of a curve concave Westerly having a
gle of 12°41'50" and a radius of 329.197 feet; thence Northerly around
and along the Westerly line of Whisperwood Lane an arc distance of
t (said arc being subtended by a chord having a bearing of North
East and a length of 72.803 feet; thence South 78°40'31" West a distance
feet to the point of beginning, containing in all 1.284 Acres, subject
:o all legal highways, rights-of-way and easements.

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PHASE VIII, SECTION 2

LEGAL DESCRIPTION

ıeing part of the Northwest quarter of Section 10, Township 16 North, .t in Marion County, State of Indiana, being more particularly described

ıcing at the Southwest corner of the aforementioned Northwest quarter :tion 10, Township 16 North, Range 4 East; thence South 89°06'13" East South line thereof a distance of 44.97 feet to a point on the Easterly or Emerson Way (as per Project U.S. 467 (1) FY 1960); the following are along said Easterly R/W line; thence North 16°02'58" West a dis- 61.537 feet; thence North 26°50'43" West a distance of 52.071 feet to the Northerly R/W line of Hawks Point Road; said point also on a curva- curve concave Southerly having a central angle of 38°50'43" and a radius feet (the following three calls are on the Northerly R/W line of said ıt Road); thence Easterly around said curve an arc distance of 144.209 arc being subtended by a chord having a bearing of North 82°34'39" length of 141.463 feet) thence South 78°00'00" East tangent to the last curve a distance of 0.328 feet to the point of beginning of the real scribed herein; continuing South 78°00'00" East along said Northerly stance of 100.758 feet; thence North 12°00'00" East a distance of et; thence North 16°59'57" East a distance of 18.127 feet; thence North West a distance of 112.864 feet; thence North 01°41'19" West a distance feet; thence North 21°24'48" West a distance of 123.921 feet to a t is North 75°46'19" East and a distance of 9.24 feet from the Southeast Windridge, Phase V, Section 2, as recorded in the Office of the Recorder County, Indiana as Instrument No. 76-52433; thence South 75°46'19" East Southerly line extended and the Southerly line of said Windridge, Phase ›n 2 a distance of 129.237 feet to a point on the Easterly R/W line of ›od Lane; the next three calls are on said Easterly line; thence South East a distance of 55.708 feet to a point of curvature of a curve con- thwesterly having a central angle of 16°04'55" and a radius of 471.928 ence Southerly around said curve an arc distance of 132.462 feet (said g subtended by a chord having a bearing of South 19°39'42" East and a f 132.027 feet) to a point of curvature of a curve concave Westerly having l angle of 20°31'48" and a radius of 353.197 feet; thence Southerly around ve an arc distance of 126.555 feet (said arc being subtended by a chord bearing of South 01°21'19" East and a length of 125.879 feet) to the beginning, containing in all 0.882 Acres, subject, however, to all legal ., rights-of-way and easements.

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Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Roxford C. Early Sec. – Treas.

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Job #377-366

PHASE II, SECTION 3

LEGAL DESCRIPTION

being part of the Northwest Quarter of Section 10, Township 16 North, st in Marion County, State of Indiana, being more particularly described :

ncing at the northwest corner of the aforementioned Northwest Quarter hence South 00°13'32" West along the west line thereof a distance of Feet to the southerly line of Windridge Drive and the southerly line of , Phase I, Section 3 as recorded in the Office of the Recorder of Marion ndiana as Instrument No. 77-36567; said point also being on a curve con- hwesterly (this and the next six calls are on the southerly line of said Section 3) having a central angle of 11°48'54" and a radius of 330.00 nce Southeasterly along the curve an arc distance of 68.050 feet (said subtended by a chord having a bearing of South 58°18'50" East and a 67.929 feet); thence South 52°24'23" East 411.10 feet to a point of of a curve concave Northerly having a central angle of 67°42'37" ius of 206.226 feet; thence Southeasterly around said curve an arc dis- 87.075 feet (said arc being subtended by a chord having a bearing of '30'10" East and a length of 86.429 feet) to the point of beginning of the ite described herein; continuing thence along the same curve and along the r line of said Phase I, Section 3, an arc distance of 156.636 feet (said subtended by a chord having a bearing of North 81°38'33" East and a 152.898 feet); thence South 44°15'30" East from the last described listance of 53.294 feet to the point of curvature of a curve concave North- having a central angle of 26°30'00" and a radius of 179.874 feet; thence terly around the curve an arc distance of 83.194 feet (said arc being d by a chord having a bearing of South 57°30'30" East and a length of eet); thence South 70°45'30" East tangent to the last described curve a of 66.98 feet to the southeast corner of the aforementioned Windridge, Section 3; thence North 22°29'21" East along the easterly line of said e, Phase I, Section 3, a distance of 20.03 feet; thence South 70°45'30" istance of 19.93 feet to a point of curvature of a curve concave South- having a central angle of 12°55'56" and a radius of 362.935 feet; thence terly around said curve an arc distance of 81.917 feet (said arc being sub- y a chord having a bearing of South 64°17'32" East and a length of 81.743 hence South 57°49'34" East a distance of 8.77 feet to a point of curvature ve concave Northeasterly having a central angle of 12°40'42" and a radius 058 feet; thence Southeasterly around said curve an arc distance of 77.461 aid arc being subtended by a chord having a bearing of South 64°09'56" East ength of 77.303 feet); thence South 70°30'17" East a distance of 22.00 feet; outh 19°29'43" West a distance of 20.00 feet; thence North 70°30'17" istance of 15.81 feet; thence South 59°32'44" West a distance of 20.86 a point of curvature of a curve concave Northerly having a central angle '38" and a radius of 97.380 feet; thence Southwesterly around said curve istance of 83.610 feet (said arc being subtended by a chord having a of South 84°08'33" West and a length of 81.065 feet); thence North " West a distance 27.13 feet to a point of curvature of a curve concave terly having a central angle of 07°26'22" and a radius of 348.39 feet; lorthwesterly around said curve an arc distance of 45.24 feet (said arc ubtended by a chord having a bearing of North 67°32'27" West and a length feet); thence North 63°49'16" West a distance of 44.57 feet; thence 3°24'35" West a distance of 55.30 feet; thence South 16°30'45" West a e of 50.25 feet; thence North 73°29'15" West a distance of 238.57 feet; North 16°30'45" East a distance of 87.52 feet; thence North 37°22'31" distance of 33.53 feet; thence North 13°24'05" East a distance of 9.92 the point of beginning; containing in all 1.257 acres, more or less. , however, to all legal highways, rights-of-way and easements.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., ng the holder of (1) a mortgage on the Tract, as defined in the Declaration Horizontal Property Ownership, Windridge Horizontal Property Regime, amended, and the First, Second, Third and Fourth Supplemental Declaration ereto, said Tract being as expanded by said Fourth Supplemental Declaration, d (2) as assignment of certain lease rights; which mortgage and assignment lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of $1,270,000.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of $1,270,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

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said Fourth Supplemental Declaration, and further agrees that its ortgage with respect to the Tract, as further expanded by said Fourth ıpplemental Declaration, and the assignment of lease rights, shall be ıbject to the provisions of said Act and the above and foregoing Declaration, ıe Code of By-Laws attached thereto and the documents incorporated therein; rovided, however, except and to the extent that the mortgage and assignment f lease rights are modified by this Consent, such mortgage and assignment ıf lease rights shall remain in full force and effect, unaltered, and enforceable n accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, IN

By: J. E. Johnson, Vice President

Attest: Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ ~~respectively~~ of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., ıg the holder of (1) a mortgage on the Tract, as defined in the :laration of Horizontal Property Ownership, Windridge Horizontal ›perty Regime, as amended, and the First, Second, Third and Fourth ›plemental Declaration thereto, said Tract being as expanded by said ırth Supplemental Declaration, and (2) as assignment of certain lease hts; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of $2,924,500.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of $2,924,500.00;

ereby consents to the recording of the above and foregoing Fourth Supplemental eclaration of Horizontal Property Ownership, Windridge Horizontal Property egime, and the submission of Phase I, Section 1; Phase VI, Section 2; 'hase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

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said Fourth Supplemental Declaration, and further agrees that its ›rtgage with respect to the Tract, as further expanded by said Fourth pplemental Declaration, and the assignment of lease rights, shall be bject to the provisions of said Act and the above and foregoing Declaration, e Code of By-Laws attached thereto and the documents incorporated therein: ovided, however, except and to the extent that the mortgage and assignment lease rights are modified by this Consent, such mortgage and assignment lease rights shall remain in full force and effect, unaltered, and enforceable accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC

By: J. E. Johnson V.P.
J. E. Johnson, Vice President

ttest: Frank C. Pirillo N.P.
Frank C. Pirillo, Vice President

tate of Indiana)
) ss:
ounty of Marion)

Before me, a Notary Public in and for said county and state, personally ppeared J. E. JOHNSON and FRANK C. PIRILLO, y me known and known by me to be the Vice Presidents xxxx, ~~respectively~~, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and oregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they xecuted said Consent of Mortgagee with authority from the Board of Directors f said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., ıg the holder of (1) a mortgage on the Tract, as defined in the laration of Horizontal Property Ownership, Windridge Horizontal perty Regime, as amended, and the First, Second, Third and rth Supplemental Declaration thereto, said Tract being as expanded ;aid Fourth Supplemental Declaration, and (2) as assignment of tain lease rights; which mortgage and assignment of lease rights as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given to secure an indebtedness in the principal sum of $2,505,000.00

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given as additional security for said indebtedness of $2,505,000.00;

:eby consents to the recording of the above and foregoing Fourth ›plemental Declaration of Horizontal Property Ownership, Windridge rizontal Property Regime, and the submission of Phase I, Section 1; ase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, :tion 3, as defined in said Fourth Supplemental Declaration, and further rees that its mortgage with respect to the Tract, as further expanded by id Fourth Supplemental Declaration, and the assignment of lease rights,

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.ll be subject to the provisions of said Act and the above and foregoing
:laration, the Code of By-Laws attached thereto and the documents
orporated therein; provided, however, except and to the extent that
: mortgage and assignment of lease rights are modified by this Consent,
:h mortgage and assignment of lease rights shall remain in full force
d effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson, V.P.
J. E. Johnson, Vice President

test: Frank C. Pirillo, Vice President
Frank C. Pirillo, Vice President

ate of Indiana)
) ss:
ounty of Marion)

Before me, a Notary Public in and for said county and state, personally
ppeared J. E. JOHNSON and FRANK C. PIRILLO,
/ me known and known by me to be ~~the~~ Vice Presidents ~~and~~
~~respectively~~, of American Fletcher
.ortgage Company, Inc., who acknowledged the execution of the above and
regoing Consent of Mortgagee for and on behalf of said American Fletcher
lortgage Company, Inc., and who, after being duly sworn, did say that they
xecuted said Consent of Mortgagee with authority from the Board of Directors
f said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of
lortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

Ly Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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FOURTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Fourth Supplemental Declaration, made this 15TH day of AUGUST, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant",

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24832 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976; and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36567 on the 17th day of June, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase VI, Section 2, as set out in Exhibit "2"; Phase VII, Section 2, as set out in Exhibit "3"; Phase VIII, Section 2, as set out in Exhibit "4"; Phase II, Section 3, as set out in Exhibit "5"; Phase I, Section 1, as set out in Exhibit "1", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at section 3.

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2. Declaration. Declarant hereby expressly declares that said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of July 21, 1977 for Phase I, Section 1; July 19, 1977 for Phase VI, Section 2; and July 18, 1977 for Phase II, Section 3, Phase VII, Section 2 and Phase VIII, Section 2, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of Aug 26, 1977, as Instrument No. 77-55797 77-55813, and are incorporated herein by reference. 77-55862, 77-55868 and 77-55872

4. Description of Dwelling Units. There are two (2) Dwelling Units in Phase I, Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 35 and number 36; there are three (3) Dwelling Units in Phase VI, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 14, number 15 and number 16; there are ten (10) Dwelling Units in Phase VII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 251, number 252, number 253, number 254, number 255, number 256, number 257, number 258, number 259 and number 260; there are six (6) Dwelling Units Phase VIII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 42, number 43, number 44, number 45, number 46 and number 47; there are five (5) Dwelling Units in Phase II, Section 3, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 151, number 152, number 153, number 154 and number 155.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2 and Phases I and II of Section 3 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

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Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

(a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.

(c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto, as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, 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.

Executed the day and year first above written.

Robert V. Welch

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ACKNOWLEDGEMENT

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 within the foregoing "Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 15th day of August, 1977.

Judith A. Yeggi
Notary Public

My Commission expires:

May 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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SCHEDULE I

umber	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
I, Section 1			
35	2,739.80	2,119.90	1.73
36	2,739.80	2,119.90	1.73
I, Section 2			
52	2,078.00	1,789.00	1.46
53	2,395.39	1,947.70	1.59
54	1,988.85	1,741.64	1.42
55	1,987.80	1,740.85	1.42
56	2,759.21	2,129.61	1.74
57	2,276.01	1,888.01	1.54
58	2,950.59	2,225.30	1.81
59	2,895.46	2,197.73	1.79
60	2,086.44	1,793.22	1.46
65	2,321.73	1,910.87	1.56
66	2,128.16	1,814.08	1.48
67	2,148.67	1,824.34	1.49
68	2,477.05	1,988.53	1.62
I, Section 3			
199	2,342.50	1,921.25	1.57
II, Section 2			
61	2,138.42	1,819.21	1.48
62	2,131.52	1,815.76	1.48
63	2,667.55	2,083.78	1.70
64	2,323.61	1,911.81	1.56
II, Section 3			
151	2,401.84	1,950.92	1.59
152	2,371.30	1,935.50	1.58
153	3,207.00	2,353.50	1.92
154	3,331.70	2,415.85	1.97
155	4,525.57	3,012.79	2.46
III, Section 2			
1	2,326.39	1,913.20	1.56
2	2,154.56	1,827.28	1.49
3	2,186.48	1,843.24	1.50
69	2,467.14	1,983.57	1.62
9	2,315.16	1,907.58	1.56
10	2,144.24	1,822.12	1.49
11	2,153.51	1,826.76	1.49
12	2,562.41	2,031.21	1.66
13	2,147.93	1,823.97	1.49

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SCHEDULE I

ber	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
IV, Section 2			
70	3,197.53	2,348.77	1.91
71	3,003.43	2,251.72	1.84
72	3,787.70	2,643.85	2.16
73	2,996.17	2,248.09	1.83
74	2,213.73	1,856.87	1.51
75	3,173.18	2,336.59	1.91
V, Section 2			
48	2,323.84	1,911.92	1.56
49	2,043.29	1,771.65	1.44
50	2,299.52	1,899.76	1.55
51	2,411.54	1,955.77	1.59
VI, Section 2			
14	2,531.28	2,015.64	1.64
15	1,855.98	1,641.99	1.34
16	1,900.03	1,675.02	1.37
VII, Section 2			
51	1,773.97	1,580.48	1.29
52	1,730.77	1,548.08	1.26
53	1,730.77	1,548.08	1.26
54	1,730.77	1,548.08	1.26
55	1,730.77	1,548.08	1.26
56	1,773.97	1,580.48	1.29
57	1,730.77	1,548.08	1.26
58	1,730.77	1,548.08	1.26
59	1,730.77	1,548.08	1.26
30	1,730.77	1,548.08	1.26
VIII, Section 2			
12	2,338.09	1,919.05	1.56
13	3,062.06	2,281.03	1.86
14	3,592.16	2,546.08	2.08
15	3,093.70	2,296.85	1.87
16	2,674.00	2,087.00	1.70
17	2,442.16	1,971.08	1.61
LS		122,634.31	100.00

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

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WINDRIDGE, PHASE I, SECTION 1

LEGAL DESCRIPTION

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

Commencing at the Southwest corner of the aforementioned Northwest quarter of said tion 10, Township 16 North, Range 4 East; thence South 89°06'13" East along the South e thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson (as per Project U.S. 467 (1) FY 1960); the following three calls are along said Easterly line; thence North 16°02'58" West a distance of 161.54 feet; thence North 26°50'43" t a distance of 27.07 feet to the point of beginning of the real estate described ein; said point also being on the Southerly R/W line of Hawks Point Road; continuing nce North 26°50'43" West along said Easterly R/W line a distance of 25.00 feet to a nt on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a ve concave Southerly having a central angle of 38°50'43" and a radius of 212.706 feet e following three calls are on the Northerly R/W line of said Hawks Point Road); thence terly around said curve an arc distance of 144.21 feet (said arc being subtended by a rd having a bearing of North 82°34'39" East and a length of 141.463 feet); thence South 00'00" East tangent to the last described curve a distance of 203.00 feet to a point of vature of a curve concave Northerly having a central angle of 06°55'17" and a radius of .380 feet; thence Easterly around said curve an arc distance of 83.52 feet (said arc ng subtended by a chord having a bearing of South 81°27'39" East and a length of 83.467 t); thence South 00°53'47" West a distance of 170.88 feet to a point on the South line of d Northwest quarter, Section 10, Township 16 North, Range 4 East; said point also being the North line of Laurel Hall "Amended" Subdivision as recorded in the Office of the order of Marion County, Indiana, in Plat Book 30, pages 1 and 2; thence North 89°06'13" t along the South line thereof and the North line of said Laurel Hall "Amended" Subdivision istance of 224.00 feet; thence North 00°53'47" East a distance of 184.23 feet to a point the Southerly line of the aforementioned Hawks Point Road; the following two calls are said Southerly R/W line; thence North 78°00'00" West a distance of 63.94 feet to a point curvature of a curve concave Southeasterly having a central angle of 38°50'43" and a ius of 187.706 feet; thence Westerly around said curve an arc distance of 127.26 feet id arc being subtended by a chord having a bearing of South 82°34'37" West and a length 124.84 feet) to the point of beginning, containing in all 1.082 acres. Subject, however, all legal highways, rights-of-way and easements.

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LEGAL DESCRIPTION

WINDRIDGE, PHASE VI, SECTION 2

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

Commencing at the most southerly point of Windridge, Phase III, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #76-45970 (said point also being on the Easterly right-of-way line for Emerson Way as per I.S.H.C. Project U.S. 467(1) FY 1960); the next two calls being along the Easterly line of said Windridge, Phase III, Section 2; thence North 29°34'09" East a distance of 132.289 feet; thence North 11°01'27" East a distance of 24.739 feet; thence South 56°29'56" East a distance of 42.157 feet to the point of beginning of the real estate described herein; thence North 33°30'34" East a distance of 91.830 feet; thence North 38°42'26" East a distance of 24.879 feet to a point on the South line of Whisperwood Lane and the Southerly line of aforementioned Windridge, Phase III, Section 2; said point also being on a curvature of a curve concave Southwesterly having a central angle of 28°07'07" and a radius of 240.823 feet; thence Easterly around the curve and the Southerly line of said Windridge, Phase III, Section 2 and Whisperwood Lane an arc distance of 118.187 feet (said arc being subtended by a chord having a bearing of South 65°21'07" East and a length of 117.005 feet); thence South 10°35'19" West from the last described curve a distance of 46.470 feet; thence South 33°30'34" West a distance of 91.830 feet; thence North 56°29'26" West a distance of 135.960 feet to the point of beginning ; containing in all 0.373 Acres, subject, however, to all legal highways, rights-of-way and easements.

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. *President* Rexford C. Early *Sec. - Treas.*

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PHASE VII, SECTION 2

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; both in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South 89°06'13" East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following four calls are along said Easterly R/W line; thence North 16°02'59" West a distance of 161.537 feet; thence North 26°50'44" West a distance of 123.886 feet to the point of beginning of the real estate described herein; continuing thence North 26°50'43" West along said R/W a distance of 38.185 feet; thence North 40°21'29" West a distance of 163.246 feet; thence North 36°07'46" East a distance of 64.153 feet; thence North 52°19'35" East a distance of 92.528 feet; thence North 69°05'32" East a distance of 70.783 feet to a point on the Westerly R/W line of Whisperwood Lane and also the Westerly line of Windridge - Phase V, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana by Instrument No. 76-52433, said point also being on a curvature of a curve concave Northeasterly having a central angle of 06°47'41" and a radius of 226.981 feet; the following three (3) calls are along the Westerly and Southerly line of the aforementioned Windridge, Phase V, Section 2; thence Southeasterly around said curve an arc distance of 26.918 feet (said arc being subtended by a chord having a bearing of South 24°18'16" East and a length of 26.902 feet); thence South 27°42'09" East tangent to the last described curve a distance of 28.352 feet to the Southwest corner of said Windridge, Phase V, Section 2; thence North 62°17'51" East a distance of 24.000 feet to a point on the Easterly R/W line of Whisperwood Lane; the next three (3) calls are on said Easterly line; thence South 27°42'09" East a distance of 55.708 feet to a point of curvature of a curve concave Southwesterly having a central angle of 16°04'55" and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South 19°39'42" East and a length of 132.027

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feet) to a point of curvature of a curve concave Westerly having a central angle of 20°31'48" and a radius of 353.197 feet; thence Southerly around said curve an arc distance of 126.555 feet (said arc being subtended by a chord having a bearing of South 01°21'19" East and a length of 125.879 feet) to a point on the Northerly line of Hawks Point Road; thence North 78°00'00" West along said Northerly R/W line a distance of 0.328 feet to a point of curvature of a curve concave Southwesterly having a central angle of 06°22'48" and a radius of 212.705 feet; thence Northwesterly around said curve and along said Northerly R/W line an arc distance of 23.685 feet to a point on the Westerly R/W line of Whisperwood Lane; said point also being the point of curvature of a curve concave Westerly having a central angle of 12°41'50" and a radius of 329.197 feet; thence Northerly around said curve and along the Westerly line of Whisperwood Lane an arc distance of 72.952 feet (said arc being subtended by a chord having a bearing of North 02°33'54" East and a length of 72.803 feet; thence South 78°40'31" West a distance of 155.602 feet to the point of beginning, containing in all 1.284 Acres, subject however, to all legal highways, rights-of-way and easements.

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PHASE VIII, SECTION 2

LEGAL DESCRIPTION

Land being 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 Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South 89°06'13" East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following two calls are along said Easterly R/W line; thence North 16°02'58" West a distance of 161.537 feet; thence North 26°50'43" West a distance of 52.071 feet to a point on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a curve concave Southerly having a central angle of 38°50'43" and a radius of 212.706 feet (the following three calls are on the Northerly R/W line of said Hawks Point Road); thence Easterly around said curve an arc distance of 144.209 feet (said arc being subtended by a chord having a bearing of North 82°34'39" East and a length of 141.463 feet) thence South 78°00'00" East tangent to the last described curve a distance of 0.328 feet to the point of beginning of the real estate described herein; continuing South 78°00'00" East along said Northerly line a distance of 100.758 feet; thence North 12°00'00" East a distance of 53.984 feet; thence North 16°59'57" East a distance of 18.127 feet; thence North 09°38'51" West a distance of 112.864 feet; thence North 01°41'19" West a distance of 45.741 feet; thence North 21°24'48" West a distance of 123.921 feet to a point that is North 75°46'19" East and a distance of 9.24 feet from the Southeast corner of Windridge, Phase V, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-52433; thence South 75°46'19" East along the Southerly line extended and the Southerly line of said Windridge, Phase V, Section 2 a distance of 129.237 feet to a point on the Easterly R/W line of Whisperwood Lane; the next three calls are on said Easterly line; thence South 27°42'09" East a distance of 55.708 feet to a point of curvature of a curve concave Southwesterly having a central angle of 16°04'55" and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South 19°39'42" East and a length of 132.027 feet) to a point of curvature of a curve concave Westerly having a central angle of 20°31'48" and a radius of 353.197 feet; thence Southerly around said curve an arc distance of 126.555 feet (said arc being subtended by a chord having a bearing of South 01°21'19" East and a length of 125.879 feet) to the point of beginning, containing in all 0.882 Acres, subject, however, to all legal highways, rights-of-way and easements.

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

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Job #377-366

PHASE II, SECTION 3

LEGAL DESCRIPTION

Land being 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 northwest corner of the aforementioned Northwest Quarter Section; thence South 00°13'32" West along the west line thereof a distance of 1436.434 feet to the southerly line of Windridge Drive and the southerly line of Windridge, Phase I, Section 3 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-36567; said point also being on a curve concave Southwesterly (this and the next six calls are on the southerly line of said Phase I, Section 3) having a central angle of 11°48'54" and a radius of 330.00 feet; thence Southeasterly along the curve an arc distance of 68.050 feet (said arc being subtended by a chord having a bearing of South 58°18'50" East and a length of 67.929 feet); thence South 52°24'23" East 411.10 feet to a point of curvature of a curve concave Northerly having a central angle of 67°42'37" and a radius of 206.226 feet; thence Southeasterly around said curve an arc distance of 87.075 feet (said arc being subtended by a chord having a bearing of South 64°30'10" East and a length of 86.429 feet) to the point of beginning of the real estate described herein; continuing thence along the same curve and along the southerly line of said Phase I, Section 3, an arc distance of 156.636 feet (said arc being subtended by a chord having a bearing of North 81°38'33" East and a length of 152.898 feet); thence South 44°15'30" East from the last described curve a distance of 53.294 feet to the point of curvature of a curve concave Northeasterly having a central angle of 26°30'00" and a radius of 179.874 feet; thence Southeasterly around the curve an arc distance of 83.194 feet (said arc being subtended by a chord having a bearing of South 57°30'30" East and a length of 82.454 feet); thence South 70°45'30" East tangent to the last described curve a distance of 66.98 feet to the southeast corner of the aforementioned Windridge, Phase I, Section 3; thence North 22°29'21" East along the easterly line of said Windridge, Phase I, Section 3, a distance of 20.03 feet; thence South 70°45'30" East a distance of 19.93 feet to a point of curvature of a curve concave Southwesterly having a central angle of 12°55'56" and a radius of 362.935 feet; thence Southeasterly around said curve an arc distance of 81.917 feet (said arc being subtended by a chord having a bearing of South 64°17'32" East and a length of 81.743 feet); thence South 57°49'34" East a distance of 8.77 feet to a point of curvature of a curve concave Northeasterly having a central angle of 12°40'42" and a radius of 350.058 feet; thence Southeasterly around said curve an arc distance of 77.461 feet (said arc being subtended by a chord having a bearing of South 64°09'56" East and a length of 77.303 feet); thence South 70°30'17" East a distance of 22.00 feet; thence South 19°29'43" West a distance of 20.00 feet; thence North 70°30'17" West a distance of 15.81 feet; thence South 59°32'44" West a distance of 20.86 feet to a point of curvature of a curve concave Northerly having a central angle of 49°11'38" and a radius of 97.380 feet; thence Southwesterly around said curve an arc distance of 83.610 feet (said arc being subtended by a chord having a bearing of South 84°08'33" West and a length of 81.065 feet); thence North 71°15'37" West a distance 27.13 feet to a point of curvature of a curve concave Northeasterly having a central angle of 07°26'22" and a radius of 348.39 feet; thence Northwesterly around said curve an arc distance of 45.24 feet (said arc being subtended by a chord having a bearing of North 67°32'27" West and a length of 45.21 feet); thence North 63°49'16" West a distance of 44.57 feet; thence South 88°24'35" West a distance of 55.30 feet; thence South 16°30'45" West a distance of 50.25 feet; thence North 73°29'15" West a distance of 238.57 feet; thence North 16°30'45" East a distance of 87.52 feet; thence North 37°22'31" West a distance of 33.53 feet; thence North 13°24'05" East a distance of 9.92 feet to the point of beginning; containing in all 1.257 acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of $1,270,000.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of $1,270,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

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in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson, V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo, VP
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ ~~respectively~~ of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of $2,924,500.00.
>
> Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of $2,924,500.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

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in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC

By: J. F. Johnson V.P.
J. F. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. F. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ ~~respectively~~ of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

> Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given to secure an indebtedness in the principal sum of $2,505,000.00
>
> Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given as additional security for said indebtedness of $2,505,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights,

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shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO, by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ ~~respectively~~, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:
August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

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