

DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

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

WITNESSETH:

WHEREAS, the following facts are true:

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

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

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

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

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

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

- (a) "Act" means the Horizontal Property Act of the
State of Indiana, Acts 1963, Chapter 349, Sections
1 through 31, as amended. The Act is incorporated
herein by reference.
- (b) "Additional Tract" means the real estate referred
to in paragraph 16, which may in part or in whole
from time to time be annexed to and included with
Windridge as provided in paragraph 16.

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

- (m) "Garage and Storage Areas" shall mean the garage, storage and closet areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit as shown and designated on the Plans.
- (n) "Windridge" means the name by which the Property and Horizontal Property Regime shall be known.
- (o) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.
- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is appurtenant to each particular Dwelling Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Dwelling Unit.
- (t) "Phase" means a part of the Tract upon which Dwelling Units are constructed and annexed to Windridge as provided in paragraph 16. Each particular Phase shall be identified by a Roman numeral designation corresponding to the chronological order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Phase I, Section 2, prepared by Browning, Day, Pollak Associates, Registered Architects, under date of OCTOBER 2, 1975, and a site plan, survey and elevation of the Tract and Buildings prepared by Mid-States Engineering Co., Inc., certified by Sol Miller, registered land surveyor and engineer, under date of OCTOBER 2, 1975, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Unit for the Dwelling Units which are constructed on the Phases of the Additional Tract when and if annexed to and made a part of Windridge.

- (v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of Windridge.
- (w) "Square Footage" or "Square Feet" means the square footage or square feet applicable to a particular Dwelling Unit as determined in accordance with the Formula contained in paragraph 15. The Square Footage for each Dwelling Unit in Phase I, Section 2, is shown on the plans attached hereto and the Square Footage for each Dwelling Unit in subsequent Phases shall be designated by Declarant upon filing of the appropriate Supplemental Declaration and shall for all purposes remain as so designated even though actual measurement may reveal some deviation.
- (x) "Tract" means the real estate described in paragraph A above and referred to as Phase I, Section 2, together with the particular Phases of the Additional Tract when and if annexed to Windridge.

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

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

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

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

5. Description of Dwelling Units.

- (a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as herein-after defined and all portions thereof situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Dwelling Unit or which may be necessary for the safety, support, maintenance,

use and operation of any of the Dwelling Units or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit. The interior surface of all doors and windows in the perimeter walls of a Dwelling Unit, whether or not located within the boundaries of a Dwelling Unit, are considered part of the Dwelling Unit.

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

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

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

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

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8. Ownership of Common Area and Percentage Interest.

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

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

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

9. Encroachments and Easements for Common Areas.

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

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

10. Real Estate Taxes.

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

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be multiplied by a fraction, the numerator of which is the total acreage constituting Windridge not separately assessed and the denominator of which is the total acreage which is assessed as a whole.
- (b) With respect to the real estate taxes assessed against the improvements, the amount of such taxes shall be multiplied by a fraction, the numerator of which is the total Square Footage of all Dwelling Units which are a part of Windridge at the time of such assessment and are not separately assessed and the denominator of which is the total Square Footage of all Dwelling Units which are assessed as a whole.
- (c) Each individual Owner's proportionate share then shall be determined by multiplying the sum of the products obtained in (a) and (b) above by a fraction, the numerator of which is the square footage of each Owner's Dwelling Unit not separately assessed and the denominator of which is the total Square Footage of all Dwelling Units not separately assessed.

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

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

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-owners of the Dwelling Units in Windridge to be known as the Windridge Co-owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

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

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

14. Maintenance, Decoration, Repairs and Replacements.

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

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

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

15. Alterations, Additions and Improvements. No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Phases in the Additional Tract in accordance with the provisions and intent of this paragraph 16.

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

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

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

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

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

- (1) provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 19, and
- (2) contain a "Replacement Cost Endorsement".

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

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

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

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

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

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

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

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

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

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

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

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

In the event the Board of Managers deems it advisable to exercise the Association's right to purchase the Dwelling Unit, then it shall give written notice thereof to the Owner and shall, within twenty-one (21) days following the receipt of such notice from the Owner wishing to sell, call a meeting of all the Co-owners for the purpose of voting upon the proposed purchase. The Owner may accelerate the said twenty-one (21) day written notice to three (3) days by notifying the Board of Managers of such intent, the said three (3) day period to commence upon receipt of such notice from Owner to the Board of Managers. If the recommendation of the Board of Managers to purchase such Dwelling Unit is approved by no less than seventy-five per cent (75%) in the aggregate of the total Percentage Vote, then the Association shall proceed to purchase the offered Dwelling Unit from the offering Owner upon the same terms and conditions contained in the offer. The purchase price for the Dwelling Unit shall be considered to be a Common Expense and borne by the remaining Co-owners; provided, however, that the Owner who has made the offer to sell his Dwelling Unit shall not be assessed for or required to pay his pro rata share of the expense incurred in the purchase of the Dwelling Unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of at least a majority of the Percentage Vote.

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- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy five per cent (75%) in the aggregate of the Percentage Vote. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-laws.
- (e) Special Amendments. No amendment to this Declaration shall be adopted which changes
- (1) the Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's liability for the common expense without the approval of one hundred per cent (100%) of the Co-owners and Mortgagees, except as otherwise provided in paragraphs 8 and 16 relating to annexation of the Additional Tract; or
 - (2) the provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-laws, or
 - (3) the provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein, or
 - (4) the provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

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

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

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

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

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

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

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

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

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



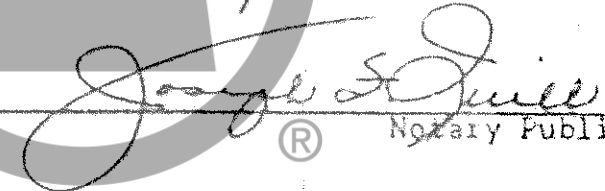
Robert V. Welch

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

Witness my hand and Notarial Seal this 6th day of

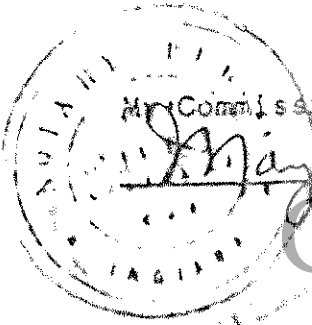
October, 1975.



Joseph F. Quill
Notary Public

My Commission expires:

May 1, 1979



CHICAGO TITLE

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

LEGAL DESCRIPTION

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

Commencing at the Southeast corner of the aforementioned Northeast Quarter of Section 9; running thence S 89°06'13" E on and along the South line of the Northwest Quarter of Section 10, a distance of 44.968 feet to a point in the Easterly right-of-way line for Emerson Way as per I.S.H.C. plans for project U.S.-467(1), fiscal year 1960; (the following 12 calls being on and along said right-of-way line); running thence W 16°02'59" W, a distance of 161.537 feet; running thence N 26°50'43" W a distance of 162.071 feet; running thence N 40°21'29" W a distance of 163.246 feet; running thence N 53°52'14" W a distance of 164.420 feet; running thence N 64°16'04" W a distance of 110.602 feet to a point on a curve concave southwesterly having a central angle of 00°06'45" and a radius of 706.620 feet; running thence northwesterly around the curve an arc distance of 1.389 feet (said arc being subtended by a chord having a bearing of N 71°24'26" W and a length of 1.389 feet); running thence N 71°27'49" W tangent to the last described curve a distance of 63.100 feet to the point of curvature of a curve concave northeasterly having a central angle of 28°24'30.6" and a radius of 566.620 feet; running thence northwesterly around the arc of said curve an arc distance of 280.942 feet (said arc being subtended by a chord having a bearing of N 57°15'34" W and a length of 278.074 feet); running thence N 35°38'38" W a distance of 178.128 feet; running thence N 16°03'18" W a distance of 178.842 feet; running thence N 00°38'22" E a distance of 12.532 feet; thence leaving said easterly right-of-way line; running thence N 73°52'41" E a distance of 97.063 feet to the point of curvature of a curve concave southwest having a central angle of 73°02'58" and a radius of 179.426 feet; running thence southeasterly around said curve an arc distance of 228.760 feet (said arc being subtended by a chord having a bearing of S 69°35'50" E and a length of

Exhibit "A"
Page 1

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

$N 10^{\circ}04'52'' E$ a distance of 10.000 feet; running thence $S 79^{\circ}55'08'' E$ a distance of 39.833 feet; running thence $S 10^{\circ}04'52'' W$ a distance of 145.000 feet to a point on a curve concave southwest having a central angle of $01^{\circ}59'53''$ and a radius of 173.238 feet; running thence southeasterly around said curve an arc distance of 6.041 feet (said arc being subtended by a chord having a bearing of $S 45^{\circ}46'47'' E$ and a length of 6.041 feet); running thence $N 10^{\circ}04'52'' E$ a distance of 37.556 feet; running thence $N 67^{\circ}37'12'' E$ a distance of 108.738 feet; running thence $S 22^{\circ}22'48'' E$ a distance of 199.166 feet; running thence $S 05^{\circ}34'22'' W$ a distance of 50.478 feet; running thence $S 73^{\circ}38'27'' W$ a distance of 98.554 feet to a point on a curve concave southwest having a central angle of $09^{\circ}32'08''$ and a radius of 210.811 feet; running thence northwesterly around said curve an arc distance of 35.085 feet (said arc being subtended by a chord having a bearing of $N 10^{\circ}10'21'' W$ and a length of 35.044 feet); running thence $S 75^{\circ}03'31'' W$ a distance of 24.000 feet to a point on a curve concave southwest having a central angle of $10^{\circ}02'36''$ and a radius of 186.811 feet; running thence northwesterly around said curve an arc distance of 32.746 feet (said arc being subtended by a chord having a bearing of $N 19^{\circ}57'50'' W$ and a length of 32.704 feet); running thence $N 24^{\circ}59'04'' W$ tangent to the last described curve a distance of 72.536 feet to the point of curvature of a curve concave southwest having a central angle of $81^{\circ}56'04''$ and a radius of 149.238 feet; running thence southwesterly around said curve an arc distance of 213.414 feet (said arc being subtended by a chord having a bearing of $N 65^{\circ}57'06'' W$ and a length of 195.689 feet); running thence $S 73^{\circ}04'52'' W$ tangent to the last described curve a distance of 19.141 feet to the point of curvature of a curve concave southeasterly having a central angle of $87^{\circ}41'42''$ and a radius of 15.000 feet; running thence southwesterly around said curve an arc distance of 22.958 feet (said arc being subtended by a chord having a bearing of $S 29^{\circ}14'01'' W$ and a length of 20.782 feet); to the point of reverse curvature of a curve concave northwesterly having a central angle of $15^{\circ}15'06''$ and a radius of 159.963 feet; running thence southeasterly around said curve an arc distance of 42.580 feet (said arc being subtended by a chord having a bearing of

S 06°59'17" E and a length of 42.456 feet); running thence
S 76°39'45" E a distance of 123.914 feet; running thence
S 13°20'15" W a distance of 182.857 feet; running thence
S 23°19'22" W a distance of 24.000 feet to a point on a curve
concave northeasterly having a central angle of 03°26'41" and
a radius of 321.483 feet; running thence northwesterly around
said curve an arc distance of 19.328 feet (said arc being sub-
tended by a chord having a bearing of N 64°57'17" W and a length
of 19.325 feet); running thence N 63°13'57" W tangent to the last
described curve a distance of 34.843 feet to the point of cur-
vature of a curve concave northeasterly having a central angle of
76°34'12" and a radius of 113.352 feet; running thence
northwesterly around said curve an arc distance of 151.483 feet
(said arc being subtended by a chord having a bearing of
N 24°56'51" W and a length of 140.460 feet); running thence
N 13°20'15" E tangent to the last described curve a distance of
49.060 feet to the point of curvature of a curve concave south-
westerly having a central angle of 25°55'16" and a radius of
135.963 feet; running thence northwesterly around said curve an
arc distance of 63.884 feet (said arc being subtended by a chord
having a bearing of N 00°07'23" W and a length of 63.298 feet) to
the point of curvature of a curve concave southwesterly having a
central angle of 93°20'07" and a radius of 15.000 feet; running
thence southwesterly around said curve an arc distance of 24.435
feet (said arc being subtended by a chord having a bearing of
N 60°15'05" W and a length of 21.822 feet); running thence
N 16°55'08" W a distance of 24.000 feet to the Point of Begin-
ning; containing in all 1.996 Acres; subject, however, to all
legal highways, rights-of-way and easements.

CHICAGO TITLE

CODE OF BY-LAWS

OF

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

A NOT-FOR-PROFIT INDIANA CORPORATION

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating the Windridge Horizontal Property Regime, Phase I, to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Co-owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Home or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act. ®

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Managers, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Tuesday of October each calendar year. At the annual meeting the Co-owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of the Co-owners who have not less than a majority of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting, and in the case of a special meeting the purpose of purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Co-owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Co-owners at their address as it appears upon the record of the Association and to the Mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled multiplied by ten thousand (10,000). Thus, an Owner with a Percentage Interest or Percentage Vote of .343 would be entitled to cast 3,430 votes.

(b) Multiple Owners. When the Owner of a Home constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Unit. At the time of acquisition of title to a Unit by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representatives for such Home which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a par-

particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall constitute relinquishment of his right to act as voting representative for the Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust and the agent or other representative of the Corporation duly empowered by the Board of Managers of such corporation shall cast the vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing a majority of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one per cent (51%) of the votes in accordance with the applicable provisions set forth in the Declaration.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- (2) Treasurer's Report. The Treasurer shall report to the Co-owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.
- (3) Budget. The proposed budget for the current calendar year shall be presented to the Co-owners for approval or amendment.

- (4) Election of Board of Managers. Nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.
- (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.
- (6) Adjournment.

ARTICLE III

Board of Managers

Section 3.01. The affairs of the Association and Windridge shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Initial Board of Managers shall be composed of three (3) persons. After the expiration of the term of the initial Board of Managers, the constituency of such Board may be increased to nine (9) but that the number of members on the Board shall not exceed nine (9). No person shall be eligible to serve as a Manager unless he is an Owner or is an attorney, agent or employee of Declarant.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Robert V. Welch, Michael Browning and James Johnson. The Initial Board shall hold their office until December 31, 1982, or the date when the final unit in the build-out period is sold, whichever occurs first, and thereafter Directors shall be elected in accordance with Article IX of the Articles of Incorporation of Windridge Co-Owners Association, Inc.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single

Unit may be represented on the Board of Manger by more than one person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.02 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Co-owners if a Manager is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Managers. A Manager or Managers may be removed with or without cause by vote of a majority of the vote at a special meeting of the Co-owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Co-owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of Windridge Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas;
- (b) procuring of utilities used in connection with Windridge, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;
- (d) surfacing, paving and maintaining streets, parking areas, garages and sidewalks;
- (e) assessment and collection from the Owners of the Owner's pro-rata share of the Common Expenses;
- (f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of

annual meeting is mailed or delivered;

- (g) preparing and delivering annually to the Co-owners a full accounting of all receipts and expenses incurred in the prior years; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours.

Section 3.07. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the Power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase for the benefit of the Co-owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) to procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;
- (d) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of Windridge Co-Owners Association, Inc.
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all

of such costs therefrom;

- (f) to open and maintain a bank account or accounts in the name of the Association;
- (g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

Section 3.08. Limitation on Board Action. The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$1,500.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received.
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-owners at the annual meeting.

Section 3.09. Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.10. Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. The Secretary shall give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meetings.

Special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Marion County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of

the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.13. Non-Liability of Managers. The Managers shall not be liable to the Co-owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Co-owners shall indemnify and hold harmless each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of Windridge, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Managers shall have no personal liability with respect to the contracts made by them on behalf of Windridge or the Association and that in all matters the Board is acting for and on behalf of the Co-owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest represented by his membership certificate in Windridge Co-Owners Association, Inc. Every contract made by the Board or the Managing Agent on behalf of Windridge shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Co-owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Managers. The Co-owners shall indemnify any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defence of such action, suit or proceeding, or in connection with any appeal therein except as otherwise specifically provided herein in relation to proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Co-owners shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Co-owners that such Manager was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action,

suit or proceeding against a Manager, no Manager shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of Windridge or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Co-owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice-President. The Vice-President shall be elected from among the Manager and shall perform all

duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association.

Section 4.07. Assistant Officers. The Board of Managers may from time to time, designate and elect from among the Co-owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

ARTICLE V

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy

of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Co-owners at the meeting of the Association for adoption, and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-owners the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Co-owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget contain a proposed assessment against each Unit based on the Percentage Interest of each Unit as it relates to the total membership of Windridge Co-Owners Association, Inc. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, that any Unit may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien against the Unit as of the first day of the month after

Regular Assessments will not meet estimated maintenance of Common Areas until [blank] from the total number of Units [blank]. The Declarant will make up any [blank] build-out period is reached.

CHICAGO TITLE

The Declarant's pro forma total [blank] Common Areas as described in the [blank] commencing on the date of taking [blank] the Owners of the Units [blank] the Plans shall pay the monthly [blank] Unit designation in [blank].

of each Unit, assessment shall [blank] Managers of Windridge Co-Owners [blank] the By-Laws, except those [blank] of the date when the final [blank]. Those Units sold within [blank] assessment only to [blank] build-out period is sold.

13.
even

within the Property, shall automatically be members in Windridge Co-Owners Association, Inc. (the "Association") and entitled to all of the privileges and subject to all of the obligations of members. Declarant, by this Declaration, and all Unit Owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions and obligations contained in the Articles of Incorporation and regulations of Windridge Co-Owners Association, Inc., and of the provisions of this section. Each Unit Owner shall pay to the Association an annual assessment based on the Percentage Interest of each Unit as it relates to the Percentage Interest of the Unit Owner in the development which assessment will be necessary to provide for maintenance and repair of the Common Areas and Limited Common Areas together with the insurance, reserve fund for replacements, maintenance and operation of the community activities facilities of the Association.

In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Each Owner of a Unit shall pay to the Association a special assessment based on the same Percentage Interest as the annual assessment as defined above of the total sum approved to meet the costs and expenses as provided in the above paragraph herein.

The amount of the annual assessment or of any special assessment provided for in this section, against each Unit Owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this section, shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of the assessment, and, upon default of payment within such period of time, such assessment shall be a lien against the defaulting Owner and against that part of the Property, if any, owned by

the defaulting Declarant, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against a Unit or against that part of the Property, if any, owned by the Declarant shall be subordinate to any recorded first mortgage covering such Unit or, as the case may be, covering that part of the Property, if any owned by the Declarant.

Both annual and special assessments may be collected on a monthly basis.

Section 5.06. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Unit, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Unit including washing and cleaning of exterior window surfaces of the Unit.

ARTICLE VI

Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Units, Common Areas, Limited Areas and the Property shall be applicable to Windridge and in addition to those set forth in the Declaration. These are as follows:

(a) All Units shall be used exclusively for residential purposes and occupancy for a single-family. Nothing herein contained shall restrict the use of premises during construction and original sale period as "Models", office, construction trailer and equipment, and for storage of equipment, materials and supplies.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans.

(c) Nothing shall be done or kept in any Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or contents thereof,

or which would be in violation of any law or ordinance.

(d) No waste shall be committed in the Units, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, or on or upon any balcony or patio, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior written consent of the Board.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats or customary household pets may be kept in a Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) written notices from the Board to the respective Owner.

(g) Nothing shall be done or permitted in any Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Unit or to be a nuisance, annoyance, inconvenience or damage to other tenants of the Building or neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers or other equipment or machines.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly material by the Owners.

(i) No industry, trade or other commercial or

religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No "for sale", "for rent" or "for lease" signs or other window advertising display shall be maintained or permitted on any part of the Property or any Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on any unsold or unoccupied Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and Limited Areas.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motor cycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Property, provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with the express permission from the Board.

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, both Common and Limited, any furniture, package or objects of any kind, without the consent of the Board of Managers.

(o) All trash or refuse shall be stored in appropriate containers inside the Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers.

Section 6.02. Right of Entry. An Owner or occupant of a Unit shall grant the right of entry to the Managing Agent or any person authorized by the Board in

case of any emergency originating in or threatening his Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five per cent (75%) of the vote of the Co-owners in a duly constituted meeting called for such purpose.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Unit or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of Mortgagee are furnished to the Secretary, either by Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required and no Mortgagee shall be entitled to

vote on any matter to which he otherwise may be entitled by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statements.



CHICAGO TITLE

SCHEDULE I

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

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



CHICAGO TITLE

80-67665

FOURTH AMENDMENT

TO

DECLARATION OF

HORIZONTAL PROPERTY OWNERSHIP

WINDRIDGE HORIZONTAL PROPERTY REGIME

THIS FOURTH AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP OF WINDRIDGE HORIZONTAL PROPERTY REGIME BY DECLARANT, ROBERT V. WELCH, dated October 5, 1975, and recorded as Instrument No. 75-56011 on October 9, 1975, in the Office of the Recorder of Marion County, Indiana; as amended by (a) First Amendment to Declaration dated November 5, 1975, and recorded November 5, 1975, as Instrument No. 75-61531, (b) Second Amendment to Declaration dated November 10, 1975, and recorded November 17, 1975, as Instrument No. 75-64356, and (c) Third Amendment to Declaration dated April 20, 1976, and recorded June 8, 1976, as Instrument No. 76-32532; and as supplemented by (i) First Supplemental Declaration of Horizontal Property Ownership recorded August 3, 1976, as Instrument Nos. 76-45969, 76-45970, and 76-45971, (ii) Second Supplemental Declaration of Horizontal Property Ownership recorded August 31, 1976, as Instrument No. 76-52433, (iii) Third Supplemental Declaration of Horizontal Property Ownership recorded June 17, 1977, as Instrument No. 77-36567, (iv) Fourth Supplemental Declaration recorded August 26, 1977, as Instrument Nos. 77-55797, 77-55813, 77-55868 and 77-55072, (v) Fifth Supplemental Declaration recorded November 23, 1977, as Instrument Nos. 77-79152, 77-79153 and 77-79154, (vi) Sixth Supplemental Declaration recorded February 13, 1978, as Instrument Nos. 78-7626, 78-7627 and 78-7628, (vii) Seventh Supplemental Declaration recorded July 27, 1978, as Instrument Nos. 78-49254, 78-49255, 78-49256, 78-49257, 78-49258 and 78-49259, (viii) Eighth Supplemental Declaration recorded November 28, 1978, as Instrument Nos. 78-83920, 78-83921, 78-83922, 78-83923, 78-83924 and 78-83925, and re-recorded April 27, 1979, as Instrument No. 79-27016, (ix) Ninth Supplemental Declaration recorded April 25, 1979, as Instrument No. 79-26257, as per plans recorded April 25, 1979, as Instrument Nos. 79-26258, 79-26259, 79-26260, 79-26261, 79-26262, 79-26263, 79-26264 and 79-26265, (x) Tenth Supplemental Declaration recorded September 11, 1979, as Instrument Nos. 79-68722, 79-68723, 79-68724 and 79-68725, (xi) Eleventh Supplemental Declaration recorded February 21, 1980, as Instrument Nos. 80-11038, 80-11039, 80-11040, 80-11041, 80-11042 and 80-11043; and as further amended by an affidavit to correct the record recorded June 17, 1980, as Instrument No. 80-35637, WITNESSES:

WHEREAS, the Co-Owners of the real estate and property subject to the Windridge Horizontal Property Regime, being the real estate and property described in the above-referenced Declaration, as amended, together with that annexed as described in the above-referenced First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Declarations, all of which property is located in Marion County, Indiana, have proposed and adopted certain Amendments to the Declaration, as set forth herein, in the manner required by the Declaration for the making of such amendments; and

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WHEREAS, the Declarant has agreed and consented to such amendments, on the terms and conditions set forth herein;

NOW, THEREFORE, the Declaration is amended as follows:

- A. The following prior amendments are deleted:
- (1) paragraph 8 of the First Amendment; and
 - (2) paragraph 1 of the Third Amendment.
- B. The following amendments are made to Paragraph 16 of the Declaration:
- (1) At page 9, the third sentence of the first paragraph of Paragraph 16 is deleted and the following is substituted in its place:

"Pursuant to a certain lease dated November 6, 1975, Declarant leased to the Association, acting for the benefit of the Co-Owners, a certain tract of land adjacent to Windridge, together with the improvements located thereon, commonly known as the "Manor House", more particularly described in a memorandum (Short Form) of said lease executed by the parties July 28, 1976, and recorded in the Office of the Recorder of Marion County, Indiana, on August 3, 1976, as Instrument No. 76-45968. At or about the date of this Fourth Amendment, the Declarant and the Association, pursuant to the approval of, on behalf of and for the benefit of the Co-Owners, are executing an Amended and Restated Lease of the Manor House. The original lease was for a term of ninety-nine (99) years, included an option and right of first refusal to purchase the Manor House and was incorporated by reference in the Declaration, thereby making it an integral part of Windridge. Pursuant to the Amended and Restated Lease, the initial term will expire October 31, 1985, and the Association has the option to renew the Lease for three (3) additional five (5) year terms, as well as an option and right of first refusal to purchase the Manor House. To preserve the intention of the Declaration, the Board of Managers shall, throughout the term and any extended term of the Manor House Lease, include all rents payable under such lease as Common Expenses for the purpose of budgeting and determining assessments of Co-Owners

pursuant to the By-Laws. In addition, in connection with the options provided in the Lease, the Board of Managers shall submit its recommendations in a timely manner to a vote of the Co-Owners and the following standards shall govern:

(a) Each option to renew the Lease shall be exercised unless Co-Owners holding in the aggregate sixty percent (60%) of the total Percentage Vote affirmatively vote to allow the Lease to expire; and

(b) The option to purchase or the right of first refusal to purchase the Manor House shall be exercised upon receiving the affirmative vote of Co-Owners holding in the aggregate sixty percent (60%) of the total Percentage Vote.

- (2) At page 9, the introductory clause of the second full paragraph of Paragraph 16 is deleted and the following clause is substituted in its place:

"Until October 5, 1984, and for so long thereafter as Declarant shall continue to make Proportionate Payments to the Association as described in this Paragraph 16, as amended, Declarant, at his option, may, but is not obligated to, cause all or part of the Additional Tract to be annexed to Windridge in Phases, subject to the following conditions:"

- (3) The last sentence of Subparagraph (h) of Paragraph 16, on page 13 of the Declaration, is deleted and the following is substituted in its place:

"The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest and shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed to Windridge, or when Declarant's option and right to annex the Additional Tract shall expire as provided herein, whichever first occurs." Declarant acknowledges and agrees that such power of attorney shall only be deemed to authorize actions in connection with annexation of all or portions of the Additional Tract as provided in this Paragraph 16, as amended.

- (4) The last full paragraph of Paragraph 16, is deleted and the following is substituted in its place:

"Based upon present plans, it is anticipated that a total of 228 Dwelling Units would be

included in Windridge if all of the Additional Tract were developed and annexed to Windridge. Commencing with the month in which the Co-Owners begin payments of Regular Assessments to pay the Common Expenses of the Association as provided in the By-Laws, Declarant agrees to make monthly payments ("Proportionate Payments") to the Association on the following terms and conditions:

(a) Each monthly Proportionate Payment shall be payable by the tenth day of the month in an amount calculated by multiplying the budgeted cash requirement for said month (based upon the approved annual budget) for the Association's Adjusted Common Expenses by a fraction, the numerator of which is equal to the difference between 228 and the number of Dwelling Units included in Windridge as of the date seventy (70) days prior to the date such Proportionate Payment is due, and the denominator of which is 228. For purposes of this provision, the "Adjusted Common Expenses" shall be calculated by subtracting from the Common Expenses (as determined and approved for Co-Owner's Regular Assessments on the basis of the Association's anticipated expenses and income) any portion thereof attributable to payments under the lease of the Manor House.

(b) Declarant's agreement and liability to make Proportionate Payments shall terminate upon the first to occur of any of the following events:

(i) The date seventy (70) days following the annexation to Windridge of all of the Additional Tract;

(ii) The date seventy (70) days following the first date upon which Windridge shall contain 228 Dwelling Units;

(iii) Immediately upon any termination, cessation, suspension or curtailment, by action of the Co-Owners, by court order or otherwise, of Declarant's right to a Proportionate Vote or any other right or privilege of Declarant as an Interim Member of the Association pursuant to amendments to the Articles of Incorporation and By-Laws of the Association adopted contemporaneously with this Fourth Amendment to the Declaration;

(iv) October 5, 1984, provided, however, that Declarant may, at his option, continue thereafter to make

Proportionate Payments, thereby maintaining his right and option to continue annexation to Windridge of portions of the Additional Tract for an additional period through and including October 4, 1985.

(c) In the event Declarant elects not to annex to Windridge the Additional Tract or any part thereof, as permitted by this Paragraph 16, Declarant shall prepare, execute and record a Supplemental Declaration to withdraw the Additional Tract or such part thereof from any right to be made a part of Windridge. No such withdrawal or recordation shall affect Declarant's agreement and liability to make Proportionate Payments to the Association as required by this Paragraph 16, as amended by this Fourth Amendment to the Declaration. Upon the termination or expiration of Declarant's option and right to annex all or part of the Additional Tract as provided herein, or upon annexation of all of the Additional Tract, whichever first occurs, the Percentage Interest of each Owner designated in the Supplemental Declaration last filed shall not be altered without the unanimous consent of all Owners and Mortgagees.

(d) If for any reason all or any part of the Additional Tract is not annexed to Windridge, the Association (for itself or on behalf of not less than a majority in interest of the Co-Owners) shall have a right of first refusal in connection with any sale by Declarant of all or any portion of the Additional Tract, on and subject to the following terms and conditions: (R)

(i) The right of first refusal granted hereby shall not apply to any sale of all or any part of the remaining Additional Tract by Declarant pursuant to which the purchaser or purchasers shall agree to enter into a covenant with the Association whereby: (A) the purchaser or group of purchasers are or will be (through a horizontal property regime, recorded covenants or other effective agreements running with the land), obligated to make regular payments to the Association, calculated on the basis of the difference at the time between 228 and the number of Dwelling Units included in Windridge and payable in such a manner that when all of the Additional Tract is sold payments by all purchasers will aggregate an amount at least equal to the Proportionate Payment that is (or would have been prior to October 4, 1985) payable under this paragraph 16, as amended; and (B) the purchaser or purchasers are entitled to all rights of membership in the Association, including aggregate voting power equivalent to the Proportionate

Vote as would apply as provided herein with respect to Declarant.

(ii) In the event Declarant desires to sell all or a portion of the Additional Tract other than as provided in the above clause (i), Declarant shall give not less than sixty (60) days' written notice to the Association prior to publicly offering the property for sale. In the event the parties are unable within the sixty (60) day period to agree upon a price for a sale of the subject property, then Declarant may offer the subject property for sale, subject, however, to a right of first refusal of the Association, exercisable as follows:

Declarant shall give prompt written notice to the Association of any offer acceptable to him received from a prospective purchaser for the subject property, including with the notice a copy of the offer setting forth all essential terms. The Association shall be entitled, by written notice of intent to purchase given to Declarant within twenty (20) days after receipt of the notice and prospective offer, to purchase the subject property for the same price and on the same terms (including closing time and conditions unless otherwise agreed), as set forth in the prospective offer. If the Association, after receipt of the notice and prospective offer, fails to give notice of intent to purchase as provided herein, Declarant may complete the sale of the offered interest to the prospective purchaser free and clear of the rights reserved herein to the Association.

(e) Notwithstanding anything in this Declaration to the contrary, for so long as Declarant shall continue to make Proportionate Payments as provided herein, Declarant shall be entitled to membership in the Association in a special classification known as an "Interim Member," entitling Declarant to a Proportionate Vote and to all other rights appertaining to membership in the Association, all as more fully set forth in certain amendments to the Articles of Incorporation and By-Laws of the Association adopted contemporaneously with this Fourth Amendment to the Declaration."

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration, duly adopted by a vote of the Co-Owners of the Windridge Co-Owners Association, Inc., taken at their annual meeting held on October 14, 1980, in accordance with the Declaration and the Articles of Incorporation and By-Laws of the Association, has been executed on behalf of the Co-Owners

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by the President, and Secretary of said Association on this
21st day of October, 1980.

WINDRIDGE CO-OWNERS ASSOCIATION,
INC.

By Robert V. Moorhead
President
ROBERT MOORHEAD

Attest:

John C. Crowe
Secretary

The undersigned Robert V. Welch, the Declarant named
in the Declaration amended by the foregoing Fourth Amendment
to Declaration, agrees and consents to the terms and provi-
sions thereof as of this 21st day of October, 1980.

DECLARANT

Robert V. Welch
Robert V. Welch

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for the State
of Indiana, personally appeared Robert V. Moorhead and
John C. Crowe, the President and Secretary of Windridge
Co-Owners Association, Inc., an Indiana not-for-profit
who acknowledged the execution of the foregoing Fourth
Amendment to Declaration of Horizontal Property Ownership
on behalf of said corporation.

Witness my hand and notarial seal this 21st
day of October, 1980.

Carolyn K. Herald
Signature
Carolyn K. Herald
Printed Name

I am a resident of
Marion County.

My Commission expires
August 13, 1983.

STATE OF INDIANA)
COUNTY OF MARION) SS:

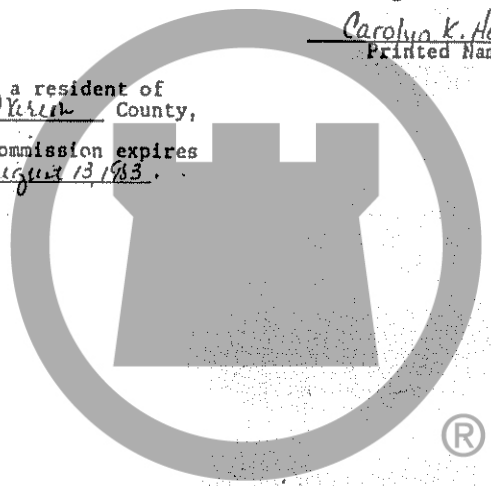
Before me, a Notary Public in and for the State of Indiana, personally appeared Robert V. Welch, who acknowledged execution of the foregoing Fourth Amendment to Declaration of Horizontal Property Ownership.

Witness my hand and notarial seal this 15th day of October, 1980.

Carolyn K. Herald
Signature

Carolyn K. Herald
Printed Name

I am a resident of
Marion County,
My Commission expires
August 13, 1983.



CHICAGO TITLE
This instrument was prepared by Rory O'Bryan, Attorney-at-Law.

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890028931

FIFTH AMENDMENT

TO

THE CODE OF BY-LAWS

OF

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

AN INDIANA NOT-FOR-PROFIT CORPORATION

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3

This Fifth Amendment to the Code of By-Laws of Windridge Co-Owners Association, Inc., an Indiana not-for-profit corporation, which original Code of By-Laws was duly recorded in the Office of the Recorder of Marion County, Indiana, on October 9, 1975, as Instrument No. 75-56011, and which original Code of By-Laws was amended by (1) a First Amendment duly recorded in the Office of the Recorder of Marion County, Indiana, on November 5, 1975, as Instrument No. 75-61531, (2) a Second Amendment duly recorded in the Office of the Recorder of Marion County, Indiana, on November 10, 1975, as Instrument No. 75-64356, (3) a Third Amendment duly recorded in the Office of the Recorder of Marion County, Indiana, on June 2, 1976, as Instrument No. 76-32532, and (4) a Fourth Amendment duly recorded in the Office of the Recorder of Marion County, Indiana, on October 23, 1980, as Instrument No. 80-67666;

WITNESS:

WHEREAS, the members (Co-Owners) of the Association have proposed and adopted certain amendments to the Code of By-Laws the Association as set forth herein, in the manner required by the By-Laws for the making of such amendments;

NOW, THEREFORE, the Code of By-Laws is amended as follows:

1. Section 2.02 is deleted and the following is inserted in lieu thereof:

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Sunday of December of each calendar year. At the annual meeting the Co-Owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

2. Section 2.04 is amended by deleting the word "of" in line 6 and inserting in lieu thereof the word "or".

3. Section 2.05(a)(1) is deleted and the following is substituted in lieu thereof:

(a)(1) Voting by Owners. To avoid fractional votes and to facilitate the orderly conduct of meetings, the total number of votes to be cast by all Owners is one million (1,000,000) votes, as set forth in the Articles of Incorporation, as amended. Accordingly, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to his Percentage Vote or Percentage Interest multiplied by one million (1,000,000). Thus, an Owner with a Percentage Interest or Percentage Vote of .0034 would be entitled to cast 3,400 votes.

4. Section 2.05(b) is amended by deleting the word "Home" in line 10 and inserting in lieu thereof the word "unit".

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MARION COUNTY RECORDER

CHICAGO TITLE

5. Section 2.05(f)(2) is deleted and the following substituted in lieu thereof:

(2) Treasurer's Report. The Treasurer shall report to the Co-Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the current year and the proposed budget for the next year.

6. Section 2.05(f)(4) is deleted and the following is substituted in lieu thereof:

(4) Election of Board of Managers. The President of the Board of Managers will appoint a Nominating Committee of three (3) to five (5) members of the Co-Owners Association who will prepare a list of nominees to serve on the Board of Managers. The list should contain one (1) candidate for each opening on the Board and be submitted to the President by the fifteenth day of the second month preceding that in which the annual meeting is held.

Additional nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least thirty (30) days prior to the annual meeting. Voting for the Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no owner shall be entitled to accumulate votes. Those persons receiving the highest number of votes shall be elected.

7. Section 3.01 is amended by deleting the word "that" in line

8. Section 3.04 is amended by adding the following at the end thereof:

A Manager who fills a vacancy by vote of the other Managers shall serve until the next annual meeting of the Co-Owners or until his or her successor is duly elected and qualified. A manager elected by the Co-Owners pursuant to this provision shall serve for the unexpired term of his or her predecessor.

9. Section 3.08 is amended by deleting "\$1,500.00" and inserting in lieu thereof "\$7,500.00"

10. Section 5.8 is amended by adding the following at the end thereof:

If any Owner refuses or fails to repair his dwelling Unit, the cost thereof shall become a lien on such defaulted Owner's Dwelling Unit and may be foreclosed in the same manner as provided for the lien for Common Expenses.

11. Section 6.01(c) is amended by deleting the last three words at the bottom of page 13 and by deleting the word "voilation" in the first line on page 14 and inserting in lieu thereof the word "violation".

IN WITNESS WHEREOF, this Fifth Amendment to the Code of By-Laws, duly adopted by a vote of the Co-Owners of the Windridge Co-Owners Association, Inc., taken at their Annual Meeting held on December 11, 1988, in accordance with the Declaration, the Articles of

890028931

Incorporation and By-Laws of the Association, has been executed on behalf of the Co-Owners by the President and the Secretary of said Association on this 16TH day of MARCH, 1989.

WINDRIDGE CO-OWNERS
ASSOCIATION, INC.

By: *Patrick D. Sullivan*
Patrick D. Sullivan President

ATTEST:

Jay Lynn
Jay Lynn, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Patrick D. Sullivan and Jay Lynn, the President and Secretary of Windridge Co-Owners Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Fifth Amendment to the Code of By-Laws on behalf of said corporation.

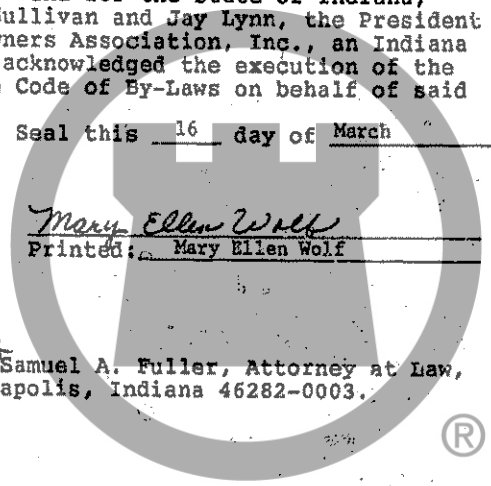
Witness my hand and notarial Seal this 16 day of March, 1989.

My Commission expires:
June 9, 1989

Mary Ellen Wolf
Printed: Mary Ellen Wolf

Resident of Johnson County

This instrument was prepared by Samuel A. Fuller, Attorney at Law, 1210 One American Square, Indianapolis, Indiana 46282-0003.



CHICAGO TITLE

890028931

870032285

APPROVED THIS 26th DAY OF March 1987

ASSESSOR OF WASHINGTON TWP.
Lawrence Township Assessor DRAFTSMAN

974

CROSS REFERENCE

SEVENTH AMENDMENT TO
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE HORIZONTAL PROPERTY REGIME
(INCLUDING AMENDMENTS TO BY-LAWS)

MAR 26 10 08 23 AM '87
MARION COUNTY REGISTER

THIS SEVENTH AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP - WINDRIDGE HORIZONTAL PROPERTY REGIME (INCLUDING AMENDMENTS TO BY-LAWS) (hereinafter called the "Seventh Amendment") made as of the 26th day of January, 1987, by the WINDRIDGE CO-OWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation ("Association"),

WITNESSES THAT

WHEREAS, Robert V. Welch, of Marion County, Indiana, executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," dated October 5, 1975, and recorded on October 9, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-66011, to which were attached the Code of By-Laws of Windridge Co-Owner's Association, Inc. ("By-Laws"), and further executed four amendments thereto, being the First Amendment to Declaration dated November 5, 1975, and recorded November 5, 1976, as Instrument No. 75-61531, further amended by Second Amendment to Declaration dated November 10, 1975, and recorded November 17, 1975, as Instrument No. 75-84356, amended by Third Amendment to Declaration, dated April 20, 1976, recorded June 8, 1978, as Instrument No. 76-32532, amended by Fourth Amendment to Declaration dated October 21, 1980, and recorded October 23, 1980, as Instrument No. 80-87665, all in the Office of the Recorder of Marion County, Indiana;

WHEREAS, pursuant to the authority conferred upon it under the said Declaration, as amended, and by the Co-Owners, the Association has executed and recorded two (2) amendments to the said Declaration, being that certain Fifth Amendment to Declaration recorded December 31, 1985 as Instrument No. 85-115399, and that certain Sixth Amendment to Declaration recorded March 26, 1987, as instrument No. 87-32259, both in the office of the Recorder of Marion County, Indiana;

WHEREAS, said "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," as amended and supplemented, was assigned to a new Declarant by that certain Warranty Deed dated and recorded August 12, 1982, as Instrument No. 82-44084, in the Office of the Recorder of Marion County, Indiana (which Declaration, as amended and supplemented by the instruments referenced above, is hereinafter referred to as the "Declaration"); and

WHEREAS, due to the election of the Co-Owners not to continue the Association's lease of certain property commonly known as the "Manor House", which had been used by the Co-Owners and the Association as a clubhouse and management office, the Co-Owners and the Association have been without a clubhouse facility and without a management office in or near Windridge;

WHEREAS, pursuant to paragraph 20 of the Declaration, and pursuant to the election of the Board of Managers and the approval of more than 75% of the Percentage Vote of the Co-Owners as required by said paragraph 20, the Association acquired a Dwelling Unit for use as a management office, but Section 6.01(a) of the By-Laws restricts the use of all Dwelling Units to residential use only;

WHEREAS, the By-Laws may be amended by a vote of 75% of the Percentage Vote in accordance with the procedures and requirements of Section 7.01 thereof, and on December 7, 1988, at the annual meeting of the Association, upon prior notification of the Co-Owners of the proposed amendment, an amendment to Section 6.02 of the By-Laws to permit the acquisition and use of one (1) Unit as a management office and for storage of equipment, materials and supplies was approved by more than 75% of the Percentage Vote of the Co-Owners;

WHEREAS, the Board of Managers of the Association has proposed constructing and operating a new clubhouse facility upon Common Area within Windridge to serve in place of the Manor House, but such construction and operation are not expressly contemplated by the Declaration or By-Laws, as would be required by the Act and as may be required by any person providing financing for such construction;

WHEREAS, the Declaration may be amended by a vote of 75% of the Percentage Vote in accordance with the procedures and requirements of paragraph 23 of the

APPROVED THIS 26th DAY OF March 1987.
LAWRENCE TOWNSHIP ASSESSOR
Blanch DRAFTSMAN

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Declaration, and the By-Laws may be amended as aforesaid, and on December 7, 1938, at the annual meeting of the Association, following prior approval of the Board of Managers and prior notification of the Co-Owners of the proposed amendments, the amendments to the Declaration and By-Laws needed to authorize construction and operation of the new clubhouse facility and to set out the procedures by which such facility will be financed and constructed were approved by more than 75% of the Percentage Vote of the Co-Owners;

NOW, THEREFORE, upon the authority vested in the Association under the Act, the Declaration and By-Laws and upon the approval of the Co-Owners as aforesaid, the Association hereby makes this Seventh Amendment as follows:

1. Section 6.01(a) of the By-Laws is hereby amended by adding to the end of Section 6.01(a) the following sentence:

In addition, the Association shall be entitled to acquire one (1) Unit for use as a management office and for storage of equipment, materials and supplies.

2. Paragraph 6 of the Declaration is hereby amended by adding a clause (8) thereto, providing as follows:

... and (8) a certain clubhouse facility to be located at such location upon unimproved Common Areas as the Board of Managers shall determine, containing such furnishings, equipment and facilities and in accordance with such plans and specifications as are approved by the Board of Managers pursuant to Article IX of the By-Laws; provided, that the total cost of construction, furnishing and equipping such clubhouse facility shall be subject to the approval of the Co-Owners by a majority of the Percentage Vote at any meeting duly called for such purpose.

3. The By-Laws are hereby amended by the addition of a new Article IX thereto, providing as follows:

ARTICLE XI

Clubhouse Facility

Section 9.01. Construction of Clubhouse. The Association, for and on behalf of the Co-Owners, and acting by and through the Board of Managers, may construct or cause to be constructed, at such other location upon unimproved Common Area as the Board shall deem appropriate, a clubhouse facility meeting the general description contained in clause (8) of paragraph 6 of the Declaration. The Board of Managers is authorized to employ any architect(s), engineer(s) and consultant(s) of its choosing to prepare construction plans and specifications for the clubhouse facility. The Board shall review all plans and specifications so prepared and may approve the plans and specifications only if, in the Board's discretion, the quality of construction, types of materials and general appearance and design are consistent with the existing buildings within Windridge. Upon approval of the necessary plans and specifications by the Board and approval of the total costs by the Co-Owners pursuant to clause (8) of paragraph 6 of the Declaration, the Board may seek bids for the necessary work, may select such bids as it deems to be in the best interests of the Co-Owners, and may cause the Association to enter into such contracts for construction and to acquire any labor, materials and services as it shall consider necessary or appropriate in connection with such construction (subject to the requirements of this Article IX). The Board of Managers shall oversee construction of the clubhouse facility and may take such measures as it considers appropriate (including the commencement or defense of legal action) in order to enforce or defend its rights under the said contracts or applicable law and ensure construction of the clubhouse facility in accordance with the approved plans and specifications, or any changes therein which are subsequently approved by the Board. The Board shall also obtain or cause to be obtained insurance policies or endorsements, including without limitation customary builder's all-risk coverage, which the Board shall deem necessary for the protection of the Co-Owners and the Association from loss due to liability, casualty or other damage or injury during the construction period. The clubhouse facility shall be, and be deemed for all purposes to be, a part of the Common Area.

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Section 9.02. Assessments for Costs of Construction. Prior to signing any contract relating to the construction of the clubhouse facility, either there shall be funds available in the reserves of the Association or from the regular assessments under the annual budget (including annual budgets for future years, a portion of which the Board may set aside or pledge for such purpose), or an appropriate special assessment shall be levied, in order to assure proper payment of such contract. At such time as the Board is prepared to let the primary construction contract for the clubhouse facility, if a special assessment is required, a special meeting of the Association shall be called. At such meeting, the Co-Owners shall be asked to approve a special assessment in an amount which, when added to the reserves and regular assessments, will be sufficient to cover the total costs of construction of the clubhouse facility, including all site work, costs of installing and connecting to utilities, labor and materials incorporated into the structure, architectural fees, legal fees, permit fees, management and consulting fees, loan commitment fees, construction period interest, and other customary costs and expenses of construction and financing. Such special assessment shall be approved or disapproved, and if approved shall be assessed against each Unit, in the manner set forth in Section 5.04 of these By-Laws; provided, that the date(s) for payment and manner of payment of such special assessment may be established by the Co-Owners (by a majority of the Percentage Vote) in connection with the approval of such special assessment, which may include authorizing payment of such special assessment in installments over a period not to exceed fifteen (15) years.

Section 9.03. Financing of Construction. The Association, acting through The Board of Managers, may enter into any loan commitment, loan agreement, or other agreement which the Board deems appropriate, with any institutional lender authorized or permitted by law to make loans on real estate, and may execute any promissory note, pledge agreement, or other document pursuant thereto, in order to obtain construction and/or long-term financing for construction of the clubhouse facility. The Association may mortgage or pledge any rights or assets held by the Association, including regular or special assessments in future years, in order to provide security for such financing.

4. Definitions. The definitions of terms defined in the Declaration or By-laws as used herein shall be applicable, unless otherwise expressly defined herein, to this Seventh Amendment.

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Dwelling Unit shall constitute a ratification of this Seventh Amendment, together with the Declaration (including all amendments thereto), the By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, 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 there.

6. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendment of the Declaration and the amendment of the By-Laws, as contained herein, have been fulfilled and satisfied.

Executed the day and year first above written.

WINDRIDGE CO-OWNERS ASSOCIATION,
INC., an Indiana not-for-profit corporation

By:

John J. ...
(signature)
John H. Lawson, Treasurer
(printed name and title)

Attest:

Joseph D. Ward
(signature)
JOSEPH D. WARD, VICE PRESIDENT
(printed name and title)

870032285

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared JACK M. LINDSTON and JOSEPH D. WARD, the President and Vice President, respectively of Windridge Co-Owners Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the within and foregoing Seventh Amendment to Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime (including Amendments to By-Laws), for and on behalf of said corporation, and who, being duly sworn, stated that the certifications and representations made therein are true.

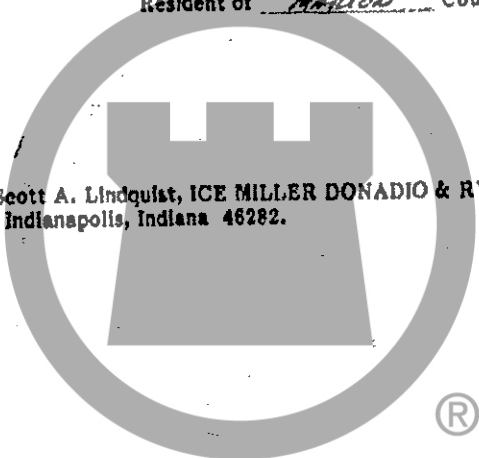
WITNESS my hand and Notarial Seal this 06 day of ^{January} ~~December~~, 1988. ⁷

Margaret A. Neal
MARGARET A. NEAL, Notary Public
Resident of MARION County, Indiana

My Commission Expires:

11-11-90

This instrument prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.



CHICAGO TITLE

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EIGHTH AMENDMENT TO
DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE HORIZONTAL PROPERTY REGIME

803

THIS EIGHTH AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP WINDRIDGE HORIZONTAL PROPERTY REGIME ("Eighth Amendment"), made as of the 11th day of December, 1988, by Windridge Co-Owners Association, Inc. ("Association"),

WITNESSETH THAT:

WHEREAS, Robert V. Welch, of Marion County, Indiana, executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," dated October 5, 1975, and recorded on October 9, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-506011, to which were attached the Code of By-Laws of Windridge Co-Owner's Association, Inc. ("By-Laws"), and further executed four amendments thereto, being the First Amendment to Declaration dated November 5, 1975, and recorded November 5, 1975, as Instrument No. 75-61531, further amended by Second Amendment to Declaration dated November 10, 1975, and recorded November 17, 1975, as Instrument No. 75-64356, amended by Third Amendment to Declaration, dated April 20, 1976, recorded June 8, 1976, as Instrument No. 76-32532, amended by Fourth Amendment to Declaration dated October 21, 1980, and recorded October 23, 1980, as Instrument No. 80-67665, all in the Office of the Recorder of Marion County, Indiana;

WHEREAS, pursuant to the authority conferred upon it under said Declaration, as amended, and by the Co-Owners, the Association has executed and recorded three (3) amendments to the said Declaration, being that certain Fifth Amendment to Declaration recorded December 31, 1985, as Instrument No. 85-115399, that certain Sixth Amendment to Declaration recorded March 26, 1987, Instrument No. 87-32259, and that certain Seventh Amendment to Declaration recorded March 26, 1987, as Instrument No. 87-32285, all in the Office of the Recorder of Marion County, Indiana;

WHEREAS, said "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," as amended and supplemented, was assigned to a new Declarant by that certain Warranty Deed dated and recorded August 12, 1982, as Instrument No. 82-44084, in the Office of the Recorder of Marion County, Indiana (which Declaration, as amended and supplemented by the instruments referenced above, is hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to paragraph 23 of the Declaration, and pursuant to the action of the Board of Managers and the approval of more than 75% of the Percentage Vote of the Co-Owners as required by said paragraph 23, the Association has amended paragraph 20(b) of the Declaration;

NOW, THEREFORE, upon the authority vested in the Association under the Act, the Declaration and By-Laws and upon the approval of the Co-Owners as aforesaid, the Association hereby makes this Eighth Amendment as follows:

1. Paragraph 20 of the Declaration is hereby amended by deleting in its entirety subparagraph (b).
2. Subparagraph (c) of paragraph 20 of the Declaration is amended to become subparagraph (b) and is further amended to read as follows:

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

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MARION COUNTY RECORDER

- (i) The provisions of subparagraph (a) shall not be applicable to such Mortgagee if such Mortgagee acquires possession of a dwelling unit during the period while a foreclosure proceeding is pending or to such Mortgagee who obtains title to a dwelling unit as a result of foreclosure of its mortgage or a conveyance in lieu thereof. The provisions of subparagraph (a) shall be binding upon any other person obtaining title to the dwelling unit from such Mortgagee or at any foreclosure or other judicial sale.

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

3. Definitions. The definitions of terms defined in the Declaration or By-Laws as used herein shall be applicable, unless otherwise expressly defined herein, to this Eighth Amendment.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Dwelling Unit shall constitute a ratification of this Eighth Amendment, together with the Declaration (including all amendments thereto), the By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, 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.

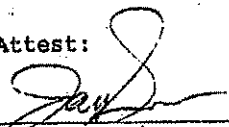
5. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendment of the Declaration and the amendment of the By-Laws, as contained herein, have been fulfilled and satisfied.

Executed the day and year first above written.

WINDRIDGE CO-OWNERS ASSOCIATION,
INC., an Indiana Not-For-Profit
Corporation

By: 
Printed: Patrick D. Sullivan
Title: President

Attest:


Printed: Jay Lynn
Title: Secretary

CHICAGO TITLE

ACKNOWLEDGMENT

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Patrick D. Sullivan and Jay Lynn, the President and Secretary, respectively of Windridge Co-Owners Association, Inc., an Indiana Not-For-Profit Corporation, who acknowledged the execution of the within and foregoing Eighth Amendment to Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, for and on behalf of said Corporation,

890028932

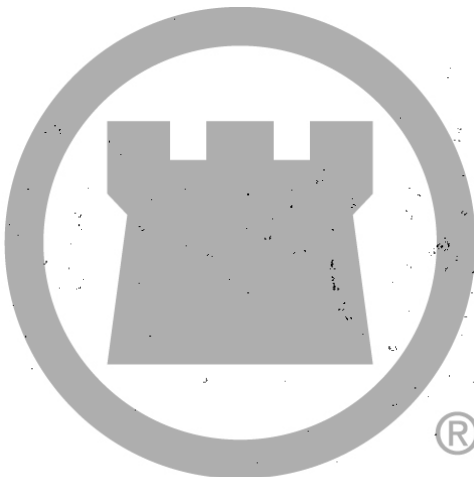
and who, being duly sworn, stated that the certifications and representations made therein are true.

WITNESS my hand and Notarial Seal this 16th day of March
1989.

Mary Ellen Wolf
Mary Ellen Wolf, Notary Public
Resident of ~~Marion~~ Johnson County, Indiana

My Commission Expires:
June 9, 1989

This instrument prepared by Samuel A. Fuller, ~~LEWIS KAPPES FULLER &~~
EADS, 1210 One American Square, Box 82053, Indianapolis, Indiana
46282-0003.



CHICAGO TITLE

890028932

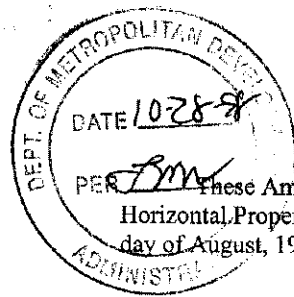
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**AMENDMENTS TO THE NINTH AMENDMENT TO
AND RESTATEMENT OF DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE HORIZONTAL PROPERTY REGIME**

JOHN R. VON ARX
MARION COUNTY RECORDER

150150 OCT 23 88

NO FURTHER ACCEPTANCE
FOR TRANSFER



These Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime are made as of the 20th day of August, 1998, by the Windridge Co-Owners Association, Inc. (hereafter, "Association").

WITNESSETH:

WHEREAS, a certain "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," dated October 5, 1975, was recorded on October 9, 1975, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 75-56011** (hereafter, "Declaration") which established an expandable horizontal property regime known as Windridge; and

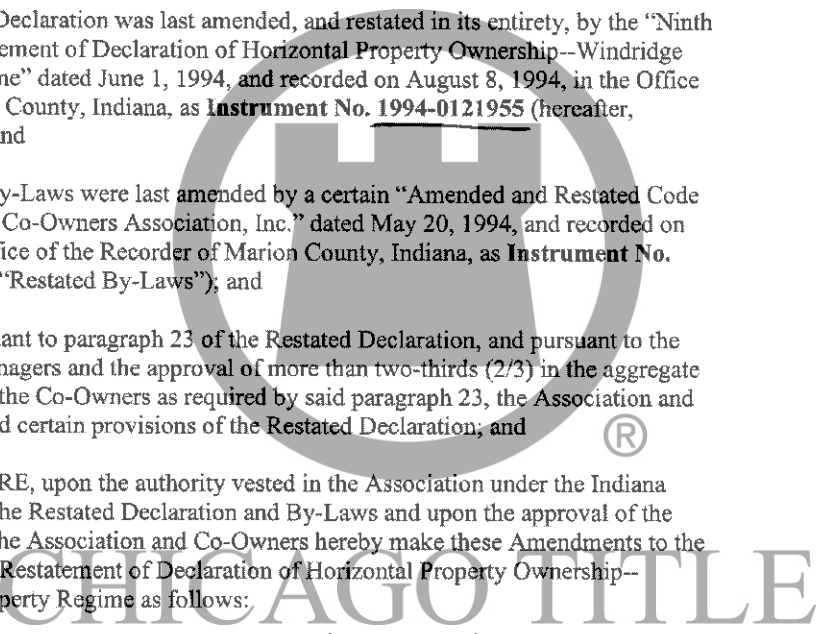
WHEREAS, attached to Declaration were the Code of By-Laws of Windridge Co-Owners Association, Inc. ("By-Laws"); and

WHEREAS, said Declaration was last amended, and restated in its entirety, by the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime" dated June 1, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 1994-0121955** (hereafter, "Restated Declaration"); and

WHEREAS, the By-Laws were last amended by a certain "Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc." dated May 20, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 1994-0121954** (hereafter, "Restated By-Laws"); and

WHEREAS, pursuant to paragraph 23 of the Restated Declaration, and pursuant to the action of the Board of Managers and the approval of more than two-thirds (2/3) in the aggregate of the Percentage Vote of the Co-Owners as required by said paragraph 23, the Association and its members wish to amend certain provisions of the Restated Declaration; and

NOW, THEREFORE, upon the authority vested in the Association under the Indiana Horizontal Property Act, the Restated Declaration and By-Laws and upon the approval of the Co-Owners as aforesaid, the Association and Co-Owners hereby make these Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime as follows:



FILED
OCT 20 1998
LAWRENCE TOWNSHIP
ASSESSOR

APPROVED October 20th, 1998
WASHINGTON TOWNSHIP ASSESSOR
BY: Richard K. [Signature]

11/02/98 03:03PM JOAN N. ROMEIL MARION CTY RECORDER GAN 48.00 PAGES: 10
Inst # 1998-0189542

1. Paragraph 31 of the Restated Declaration is hereby clarified and amended by changing the title thereto to:

Enlargements of Dwelling Units Made Prior to October 4, 1995.

Paragraph 31 is further clarified and amended by deleting the introductory portion thereof and replacing it with the following:

During the period prior to October 4, 1995, any Co-Owner may enlarge his or her Dwelling Unit by the construction of additional enclosed spaces(s) upon Common Area or Limited Common Area and connected to such Dwelling, provided, that the following requirements and conditions of this paragraph 31 are met:

All other provisions of Paragraph 31, including subparagraphs (a) through (d), shall remain unchanged and in full force and effect.

2. There shall be a new Paragraph 32 added to the Restated Declaration as follows:

32. Improvements of Limited Common Area Made On or After October 4, 1995. This paragraph 32 is intended to allow an Owner to make improvements in and upon the Limited Common Area (such as the patio area) which is appurtenant to, and for the sole use and benefit of, such Owner's Dwelling Unit. On or after October 4, 1995, an Owner may make such improvements, provided, that the following requirements and conditions of this paragraph 32 are met:

- (a) The improvement is to be located solely within the Limited Common Area of the Owner's Unit as shown on the Plans on file with the Office of the Recorder of Marion County, Indiana;
- (b) No such improvement shall encroach upon or in any way impair access to or use of any other Dwelling Unit or any Limited Common Area serving any other Dwelling Unit;
- (c) All plans and specifications for such improvements shall be submitted by the Owner to and approved by the Board of Managers of the Association prior to commencement of any construction or alteration work in relation to such Limited Common Area appurtenant to such Owner's Unit;
- (d) If the Board of Managers approves the proposed improvements, the Owner shall also be required to execute the "Grant of Right to Improve Certain Limited Common Areas Within The Windridge Horizontal Property Regime and Acknowledgment of Lien" which is

attached hereto as Exhibit "G-1" (hereafter, "Grant"). After the Owner's execution of the Grant, a duly authorized officer of the Association shall execute the same and record it (along with the Exhibits thereto) with the Office of the Recorder of Marion County, Indiana. All of the terms and conditions set forth in any such executed and recorded Grant are incorporated by this reference into these Amendments to the Restated Declaration, as well as the Restated Declaration.

- (e) All construction work shall be completed substantially in accordance with the plans and specifications so approved by the Board of Managers;
- (f) The Owner of any Dwelling Unit whose Limited Common Areas are being improved shall pay all costs and expenses (whether incurred by such Owner or the Association) associated with the improvements, including without limitation any and all legal, engineering, architectural and recording fees relating to the review, preparation and recording of the Grant and any other documents necessary to make such improvements comply with the provisions of this paragraph 32.

3. **Definitions.** Unless otherwise indicated herein, the definitions and terms, as defined and used in the Restated Declaration and the Restated By-Laws, shall have the same meaning in these Amendments.

4. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of any one Dwelling Unit shall constitute a ratification of these Amendments, together with the Restated Declaration, the Restated By-Laws, and any rules or regulations adopted pursuant thereto (including all amendments and supplements to any of the foregoing), 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 Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

5. **Certification.** The undersigned persons hereby represent and certify that all requirements for and conditions precedent to these Amendments have been fulfilled and satisfied.

CHICAGO TITLE

IN WITNESS WHEREOF, the undersigned have caused these Amendments to be executed the day and year first above written.

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

By: Karen Rasmussen
Karen Rasmussen, President

ATTEST:

Carolyn M. Jourdan
Carolyn M. Jourdan, Secretary

STATE OF INDIANA)
)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Karen Rasmussen and Carolyn M. Jourdan, the President and Secretary, respectively, of Windridge Co-Owners Association, Inc., who acknowledged execution of the foregoing Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime for and on behalf of said corporation and the Co-Owners and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 20 day of August, 1998.

Madonna L. Bivens
Notary Public-Signature
Madonna L. Bivens
Printed ®

My Commission Expires:
Oct 22, 1999

Residence County: Marion

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.



**GRANT OF RIGHT TO IMPROVE CERTAIN LIMITED COMMON AREAS
WITHIN THE WINDRIDGE HORIZONTAL PROPERTY REGIME
AND ACKNOWLEDGMENT OF LIEN**

This Grant of Right to Improve Certain Limited Common Areas Within The Windridge Horizontal Property Regime and Acknowledgment of Lien (hereafter, "Grant") is hereby executed as of the last date of execution below.

WITNESSETH:

WHEREAS, a certain "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," dated October 5, 1975, was recorded on October 9, 1975, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 75-56011** (hereafter, "Declaration") which established an expandable horizontal property regime known as Windridge; and

WHEREAS, attached to Declaration were the Code of By-Laws of Windridge Co-Owners Association, Inc. ("By-Laws"); and

WHEREAS, the By-Laws were last amended by a certain "Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc." dated May 20, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 1994-0121954** (hereafter, "Restated By-Laws"); and

WHEREAS, after the Declaration was amended several times, it was amended and restated in its entirety by the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime" dated June 1, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 1994-0121955** (hereafter, "Restated Declaration"); and

WHEREAS, the Restated Declaration was last amended by the "Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime" dated August 20, 1998, and recorded on _____, 1998, in the Office of the Recorder of Marion County, Indiana, as **Instrument No. 1998-_____** (hereafter, said Amendments and the Restated Declaration shall be collectively referred to as the "Amended Declaration"); and

WHEREAS, the developers of Windridge filed certain Supplemental Declarations with the Office of the Recorder of Marion County, Indiana, whereby Windridge was expanded upon the contemporaneous recording with the Office of said Recorder of Plans for additional Dwelling Units in Windridge; and

WHEREAS, said original Plans show the location and dimensions of the Dwelling Units as well as the Limited Common Areas which are appurtenant to each Dwelling Unit; and

EXHIBIT "G-1"

WHEREAS, the undersigned Owner(s) of the Dwelling Unit described in Exhibit "1" hereto desires to make improvements to the Limited Common Areas appurtenant to his or her Dwelling Unit pursuant to Paragraph 32 of the Amended Declaration, recognizing that certain liens in favor of the Association will be created as to said Dwelling Unit as a result of said improvements; and

WHEREAS, the Windridge Co-Owners Association, Inc. (hereafter, "Association") hereby grants approval to the undersigned Owner's request under the following terms and conditions.

NOW, THEREFORE, for and in consideration of the terms herein, the undersigned Owner(s) and the Association agree as follows:

1. The undersigned Owner represents that he/she/they is/are the legal owner(s) of record of the Dwelling Unit, the legal description for which is attached hereto and incorporated herein as Exhibit "1".

2. The undersigned Owner wishes to make certain improvements in and upon the Limited Common Area which is appurtenant to, and solely belonging to, such undersigned Owner's Dwelling Unit. All construction work shall be completed substantially in accordance with the plans and specifications so approved by the Board of Managers which are attached hereto and incorporated herein as Exhibit "2" (hereafter, "Improvements").

3. No portion of the Improvements shall encroach upon any of the Common Areas of Windridge. No portion of the Improvements shall encroach upon or in any way impair access to or use of any other Dwelling Unit or any Limited Common Area serving any other Dwelling Unit.

4. After the Improvements are completed, they will continue to be deemed part of the Limited Common Areas appurtenant to the undersigned Owner's Dwelling Unit, and shall not be added to or become a part of the undersigned Owner's Dwelling Unit with respect to any relationship between the Association, the undersigned Owner, and any other Co-Owners. The Association makes no representation as to the effect of the Improvements for any other purpose, including but not limited to the real estate taxes payable by the undersigned Owner with respect to the Improvements or the Limited Common Areas appurtenant to said Owner's Unit. ®

5. As a result of the Improvements not being added to or becoming a part of the undersigned Owner's Dwelling Unit, the undersigned Owner's Percentage Interest with respect to the Dwelling Unit and the Windridge Horizontal Property Regime will remain unchanged. Thus, said undersigned Owner shall have no additional voting rights as a result of the Improvements.

6. The undersigned Owner shall pay all costs and expenses (whether incurred by such Owner or the Association) associated with the Improvements, including without limitation any and all legal, engineering, architectural and recording fees relating to the review, preparation and

recording of this Grant and any other documents necessary to make such Improvements comply with the provisions of paragraph 32 of the Amended Declaration.

7. This Grant and all terms herein shall run with the land and be binding upon the undersigned Owner's heirs, successors and assigns. Nothing herein shall be deemed to establish purely personal obligations of the undersigned Owner.

8. It shall be the responsibility of the undersigned Owner, not the Association, for all costs and expenses relating to the maintenance, repairs and replacements with respect to the Improvements, and for any increase in insurance premiums, if any, assessed against the Association with respect to such Improvements. However, notwithstanding anything else to the contrary in the Amended Declaration or the Restated By-Laws, and to ensure the uniformity of appearance and the integrity and continuation of maintenance, repairs and replacements with respect to the Windridge community, the Association shall perform all such maintenance, repairs and replacements for the Improvements to the same extent as if the Improvements constituted a portion of the Owner's Dwelling Unit. Such work shall be done pursuant to a written estimate delivered to the undersigned Owner by the Association at least thirty (30) days in advance of the anticipated commencement date of the work. However, if immediate maintenance or repairs to the Improvements are necessary in the discretion of the Board of Managers, no written estimate shall be provided and the work may commence immediately. The Association's costs of maintenance, repair and replacement of the Improvements (as well as any increase in insurance premiums described above) (hereafter collectively referred to as "Improvement Costs") shall be payable by the undersigned Owner to the Association's upon the Association's presentation of an invoice. Such Improvement Costs shall be payable within the time period specified by the Board of Managers.

9. The undersigned Owner is deemed to covenant and agree to pay to the Association such Improvement Costs. The Improvement Costs shall be deemed a Special Assessment against the undersigned Owner and such Owner's Dwelling Unit only. The Improvement Costs, together with late charges, interest, costs and reasonable attorney's fees, shall be a charge on the Dwelling Unit, and shall be a continuing lien upon said Unit as provided in Section 6.1 of the Restated By-Laws. The Improvement Costs, together with late charges, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Dwelling Unit at the time when the Improvement Costs fell due as provided in Section 6.1 of the Restated By-Laws. Pursuant to all provisions of Section 6.6 of the Restated By-Laws, the lien of the Improvement Costs shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment.

10. The Board of Managers, in their sole discretion, shall determine what repairs, maintenance and replacements are necessary with respect to the Improvements, as well as the selection of who will perform such work. Thus, notwithstanding anything else to the contrary in the Amended Declaration or the Restated By-Laws, the Board of Managers shall be solely responsible for determining the Improvement Costs payable by the undersigned Owner.

11. In the event the Owner fails to pay the Improvement Costs, the Association shall have all the rights set forth in Section 6.5 of the Restated By-Laws.

12. Upon execution, this Grant shall be incorporated by this reference into the Amended Declaration.

13. After the complete execution of this Grant, it shall be recorded (along with the Exhibits hereto) with the Office of the Recorder of Marion County, Indiana.



CHICAGO TITLE

**WINDRIDGE CO-OWNERS ASSOCIATION, INC.
("ASSOCIATION")**

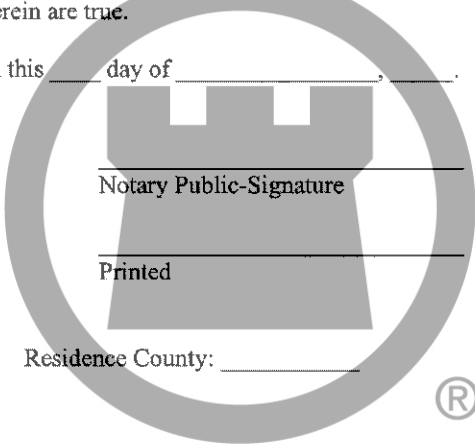
By: _____
Signature

Printed and Title

STATE OF INDIANA)
)
COUNTY OF _____)

Before me a Notary Public in and for said County and State, personally appeared _____, the _____ of Windridge Co-Owners Association, Inc., who acknowledged execution of the foregoing Grant of Right to Improve Certain Limited Common Areas Within The Windridge Horizontal Property Regime and Acknowledgment of Lien for and on behalf of said corporation and the Co-Owners and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this _____ day of _____.



My Commission Expires:

CHICAGO TITLE

“OWNER(S)”

Signature

Signature

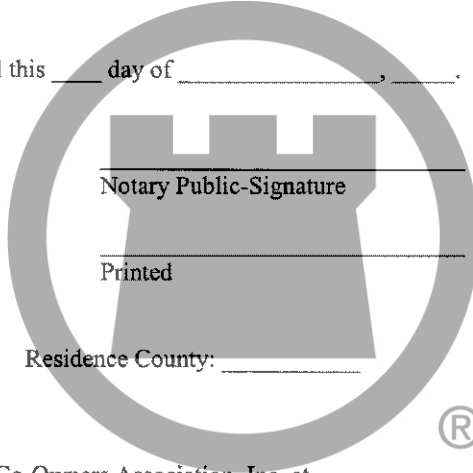
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Printed

STATE OF INDIANA)
)
COUNTY OF _____)

Before me a Notary Public in and for said County and State, personally appeared _____, who acknowledged execution of the foregoing Grant of Right to Improve Certain Limited Common Areas Within The Windridge Horizontal Property Regime and Acknowledgment of Lien for and on behalf of himself/herself/themselves and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this _____ day of _____, _____.



My Commission Expires:

Residence County: _____

This should be returned to the Windridge Co-Owners Association, Inc. at _____, Indianapolis, IN _____.

CHICAGO TITLE

**EXHIBIT "1" TO
GRANT OF RIGHT TO IMPROVE CERTAIN
LIMITED COMMON AREAS WITHIN
THE WINDRIDGE HORIZONTAL PROPERTY REGIME
AND ACKNOWLEDGMENT OF LIEN**



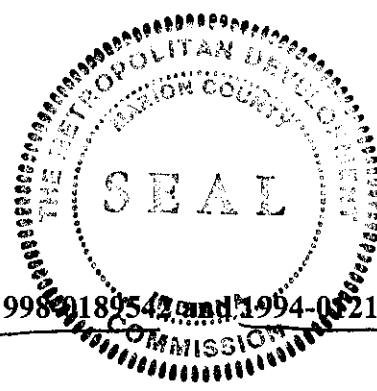
CHICAGO TITLE

MARTHA A. WOMACHS
MARION COUNTY ASSESSOR

445380 NOV - 18

DUTY OF THE TAXATION
SUBJECT TO FISCAL ACCEPTANCE

Cross Reference 75-56011, 1994-0121955, 1998-0189542 and 1994-0121954



16
FILED

OCT 23 2002

LAWRENCE TOWNSHIP
ASSESSOR

NOTICE OF RULES AND REGULATIONS--
WINDRIDGE CO-OWNERS ASSOCIATION, INC.

The Board of Directors of the Windridge Co-Owners Association, Inc. ("Association") hereby gives notice of Rules and Regulations which it has adopted and are applicable to the Windridge condominiums.

WITNESSETH:

WHEREAS, the condominium community in Marion County, Indiana commonly known as Windridge was established upon the recording of the "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" with the Office of the Recorder of Marion County, Indiana on October 9, 1975, as **Instrument No. 75-56011** (hereafter, "Declaration"); and

WHEREAS, said Declaration was subsequently amended and supplemented numerous times; and

WHEREAS, included in the amendments were the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was filed with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as **Instrument No. 1994-0121955**, and the "Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was filed with the Office of the Recorder of Marion County, Indiana on October 23, 1998, as **Instrument No. 1998-0189542**; and

WHEREAS, a copy of the Code of By-Laws of the Association was attached to the original Declaration; and

WHEREAS, said By-Laws were later amended by the members of the Association; and

WHEREAS, the Amended and Restated Code of By-Laws were recorded with the Office of the Recorder of Marion County, Indiana on August 8, 1994, as **Instrument No. 1994-0121954**; and

WHEREAS, Article IV, Section 4.6(h) and Article VII, Section 7.3 of the Amended and Restated Code of By-Laws empower the Association's Board to adopt rules and regulations; and

WHEREAS, the Association's Board of Directors has adopted and amended such rules and regulations.

NOW, THEREFORE, the undersigned officer of the Association's Board of Directors gives notice of the following:

1. That the Association's Board of Directors has amended its Rules and Regulations applicable to the Dwelling Units and Common Areas within Windridge, a true and accurate copy of which is attached hereto and is incorporated herein.

2. That said Rules and Regulations were adopted by the Association's Board of Directors on September 16, 2002, and are binding upon all owners and residents within Windridge.

Dated this 8 day of October, 2002.

Windridge Co-Owners Association, Inc., by:


B. Allen McCormick, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared B. Allen McCormick, the President of Windridge Co-Owners Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true. ®

Witness my hand and Notarial Seal this 8 day of October, 2002.



P. Thomas Murray, Jr., Notary Public

My Commission Expires:
December 20, 2009

Residence County: Marion

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads Murray & Pugh, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256 (317) 842-8550. *

SECTION C
WINDRIDGE CO-OWNERS DOCUMENTS
RULES AND REGULATIONS

<u>RULE AND REGULATION NUMBER</u>	<u>RULE / REGULATION TITLE</u>	<u>PAGE NUMBER</u>
	INTRODUCTION	2
ONE	ARCHITECTURAL	3
TWO	LANDSCAPING AND DECORATIVE FIXTURES	4 - 5
THREE	TRANSFER OF DWELLING UNIT OWNERSHIP	6
FOUR	TERMITES	7
FIVE	MAINTENANCE OF PROPERTY AND GROUNDS	8 - 9
SIX	SATELLITE DISHES AND ANTENNAS	10 - 12
SEVEN	PETS	13
EIGHT	SPEED LIMIT AND VEHICLE REGULATIONS	14

CHICAGO TITLE

RULES & REGULATIONS

INTRODUCTION

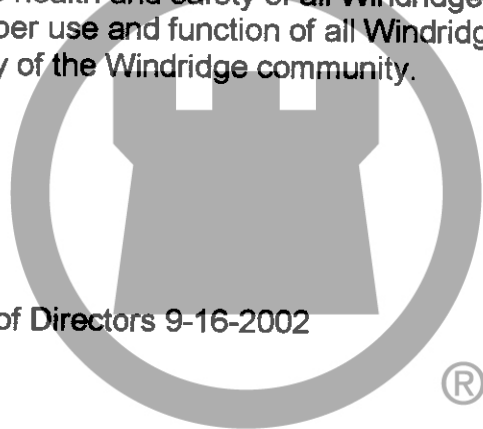
Authority for the Board of Directors to promulgate rules and regulations is set forth in the following documents:

1. Second paragraph in Section 14 of the "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime."
2. Sections 4.6(h) and 7.3 of the "Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc.," dated February 6, 1998.

The above documents can be found in the "Windridge Co-Owners Documents" manual.

The Board of Directors has promulgated the following rules and regulations in the interest of promoting the health and safety of all Windridge residents and their guests, insuring the proper use and function of all Windridge facilities, and preserving the integrity and livability of the Windridge community.

Approved by the Board of Directors 9-16-2002



CHICAGO TITLE

RULE & REGULATION – NUMBER ONE

ARCHITECTURAL

If the owner of a Dwelling Unit desires to alter or change any structural component or exterior appearance of his or her Unit, the owner must submit a written request to do so to the Windridge office before any alterations or changes are made. The written request should describe the work to be done and should include a set of reasonable plans and drawings along with the name of the contractor(s) who would do the work. If a desired alteration or change might affect the structural integrity of the Unit or another Dwelling Unit, then the submitted plans and drawings must be prepared and stamped by a licensed architect or a professional engineer.

The Windridge office will refer requests to the Architecture and Landscape Committee for the Committee to review. If the Committee has questions about a request, the Dwelling Unit owner making the request will be consulted. After its review, the committee shall forward the owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request at one of its monthly meetings, and the following day or as soon thereafter as practicable, will notify the requesting owner in writing of the Board's decision. If the Board should deny the request, the Board shall advise the requesting owner of its reason(s) for denial.

Approved by the Board of Directors 9-16-2002



CHICAGO TITLE

RULE AND REGULATION – NUMBER TWO

LANDSCAPING and DECORATIVE FIXTURES

TREES.

Dwelling Unit owners must request authorization from the Association before planting new trees or removing and/or replacing live, dead, diseased or storm-damaged trees. Requests must be submitted in writing to the Windridge office. The Architecture and Landscape Committee will review all requests. After its review, the Committee shall forward the owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request at one of its monthly meetings, and the following day or as soon thereafter as practicable, will notify the requesting owner in writing of the Board's decision. If the Board should deny the request, the Board shall advise the requesting owner of its reason(s) for denial.

The Association, at the discretion of the Board of Directors, shall remove dead, diseased or storm-damaged trees or the branches thereof.

PLANTINGS.

Authorization by the Association is required before Dwelling Unit owners add to, change or remove plant material such as trees, shrubs, ground cover, planting beds or other natural items that are part of Windridge's Common Area or Limited Common Area.

Requests by Dwelling Unit owners to make landscape changes must be submitted in writing to the Windridge office. Requests should adequately describe proposed alterations, identify plant material by name, and include a sketch or landscape drawing of the requested landscape change(s). The Architecture and Landscape Committee will review requests, with primary consideration given to growth habits, hardiness of plants, and ease of maintenance. After its review, the Committee shall forward the owner's written request to the Board of Directors along with the Committee's recommendation to either approve or deny the request. The Board will either approve or deny the request at one of its monthly meetings, and the following day or as soon thereafter as practicable will notify the requesting owner in writing of the Board's decision. If the Board should deny the request, the Board shall advise the requesting owner of its reason(s) for denial.

All plant material and other landscape items approved by the Association's Board of Directors will immediately become part of Windridge's Common Area after they are installed and will be maintained by the Association at its own discretion.

Dwelling Unit owners may plant perennial or seasonal flowers around their Units' foundations and/or may maintain planted foundation areas without obtaining prior authorization from the Association.

RULE AND REGULATION – NUMBER TWO - Continued

DECORATIVE FIXTURES.

Dwelling Unit owners must have authorization from the Association before installing decorative fixtures on Windridge's Common Areas or Limited Common Areas. Such fixtures include, but are not limited to:

1. Benches.
2. Birdbaths.
3. Statues and lawn ornaments exceeding 24 inches in height and/or width.

Placement of decorative fixtures must not interfere with maintenance of the Common Areas or Limited Common Areas, including snow removal.

SIGNS.

No "for sale", "for rent" or "for lease" signs or other window advertising display shall be maintained or permitted on any part of the Property or any Dwelling Unit without the prior consent of the Board; provided, however, that realtors or sellers shall be permitted to place and display "Open House" or similar signs designated for a period not to exceed two (2) days per week. Quoted from Article VII (Restrictions On Use), Section 7.1(j) of the Association's "Amended and Restated Code of By-Laws" dated June 1, 1994, which can be found in Section B of the "Windridge Co-Owners Documents" manual.

Political signage is not permitted.

No signs shall be placed on Common Areas or Limited Common Areas, mailboxes or the outside structure of Dwelling Units. ®

No Dwelling Unit owner or resident shall cordon off, enclose, or restrict the use of any Common Areas for any purpose.

Approved by the Board of Directors 9-16-2002

RULE AND REGULATION – NUMBER FOUR

TERMITES

Termites feed on cellulose (a wood-based fiber) and need moisture to survive. Putting items such as cardboard and wood in contact with soil or moist areas encourages infestation. The wooded landscape of Windridge is an ideal habitat for termites to thrive. The following is intended to lessen or prevent termite infestation of or damage to Windridge Dwelling Units, Common Areas, Limited Common Areas, and other structures.

1. Firewood must not be stored inside Dwelling Units, garages, storage areas or crawl spaces.
2. Firewood must not be stored on or against decks, porches, or patios or within 6 feet of a Dwelling Unit or other structure.
3. Wood mulch must be kept at least 8 inches away from Dwelling Unit siding.
4. Dwelling Unit owners must allow third party termite inspectors hired by the Association to have reasonable interior and exterior access to their Unit. Dwelling Unit owners will be notified in advance when third party inspectors wish to have access to a Unit.
5. Termite treatment of a Dwelling Unit is mandatory if the Unit is found to have termite infestation. If any one Unit of a group of connected Units is found to have termite infestation, then all Units in the connected group must be treated.

It is the responsibility of the Association to inspect and treat Dwelling Units for termite infestation; therefore, the Association will arrange for termite inspections and treatment that it deems necessary and will pay for all termite inspections and treatment.

CHICAGO TITLE

Approved by the Board of Directors 9-16-2002

RULE AND REGULATION – NUMBER FIVE

MAINTENANCE OF PROPERTY AND GROUNDS

Responsibility for maintaining Windridge's Dwelling Units, Common Areas and Limited Common Areas is set forth in part in the following documents:

1. Section 14 of Windridge's "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime," which can be found in Section D of the "Windridge Co-Owners Documents" manual.
2. Section 6.7 of the "Amended and Restated Code of By-Laws of the Windridge Co-Owners Association, Inc.," dated February 6, 1998, which can be found in Section B of the "Windridge Co-Owners Documents" manual.

Those items to be maintained by the Association and those items to be maintained by each Dwelling Unit owner are listed on the "Windridge Dwelling Unit Owner's Checklist" that can be found in the "Owner's Manual" which is Section E of the "Windridge Co-Owners Documents." A copy of the "Windridge Dwelling Unit Owner's Checklist" is attached and hereby made a part of Rule and Regulation Number Five.

If any Dwelling Unit owner refuses or fails to maintain and/or repair those items listed under "Owner" on the "Windridge Dwelling Unit Owner's Checklist," then the Association, after written notice to such owner, may do whatever maintenance or repair work it deems necessary, and the Association's cost of doing so will become a lien on the Dwelling Unit as well as being the personal obligation of the owner of that Unit. If not paid by the owner, the Association may institute foreclosure proceedings on the Unit or file suit to seek a money judgment.

Responsibility for the maintenance and repair of items not listed on the "Windridge Dwelling Unit Owner's Checklist" will be determined by the Windridge Board of Directors in accordance with the Association's governing documents.

Every Owner shall promptly perform all maintenance and repairs within his own Dwelling Unit, patio, deck and balcony, which, if neglected would affect the value of the Property. Such maintenance and repair include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, heating and air conditioning equipment, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Dwelling Unit. If the Owner refuses or fails to repair such items, the Association shall have the right to perform such repairs, and the costs thereof shall become a lien on such Owner's Dwelling Unit, which may be foreclosed or otherwise collected in the same manner as provided for in the lien for Common Expenses. Excerpted from Article VI (Assessments), Section 6.7 (Maintenance and Repairs) of the Association's "Amended and Restated Code of By-Laws" dated June 1, 1994, which can be found in Section B of the "Windridge Co-Owners Documents" manual.

Approved by the Board of Directors 9-16-2002

RULE AND REGULATION – NUMBER FIVE – Continued

Windridge Dwelling Unit Owner's Checklist

		Association Responsibility	Owner Responsibility
Driveways – Asphalt	Repair/Replacement	X	
Driveways – Asphalt	Driveway Seal-Coat		X
Driveways – Concrete	Repair/Replacement	X	
Electrical	Interior		X
Electrical	Exterior Yard		X
Electrical	Garage Carriage Light Fixtures		X
Erosion – Yard	Repair/Maintenance	X	
Fences	Constructed by the Association	X	
Fences	Constructed by Owner		X
Decks	Paint/Stain/Repair/Replacement		X
Doors – Exterior (including Frame, Trim & Casing)	Paint	X	
Doors – Exterior (including Frame, Trim & Casing)	Repair/Replacement		X
Garage Door Openers	Repair/Replacement		X
Gutters & Downspouts	Clean/Repair/Replacement	X	
Heating & Air Conditioning	Maintenance/Repair/Replacement		X
Insurance	Dwelling Unit Exterior	X	
Insurance	Dwelling Unit Interior		X
Landscape	Common Areas	X	
Landscape	Yard Maintenance	X	
Mail Box & Newspaper Container & Windridge Tube	Paint All Repair/Replacement of Windridge® Tube	X	
Mail Box & Newspaper Container	Repair/Replacement		X
Pest Control	Dwelling Unit Exterior	X	
Pest Control	Dwelling Unit Interior		X
Plumbing	Dwelling Unit Exterior	X	
Plumbing	Dwelling Unit Interior		X
Roads	Repair/Replacement	X	
Roofing	Repair/Replacement	X	
Sidewalks – Modified by Owner	Repair/Replacement		X
Sidewalks – Original	Repair/Replacement	X	
Siding	Paint/Repair/Replacement	X	
Snow Removal	Roads/Driveways/Sidewalks	X	
Windows – Exterior (including Frame, Trim & Casing)	Paint	X	
Windows – Exterior (including Frame, Trim & Casing)	Repair/Replacement		X

RULE AND REGULATION – NUMBER SIX

SATELLITE DISHES AND ANTENNAS

The Federal Communications Commission (FCC) adopted a rule effective October 14, 1996, that preempted certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas. "Rules and Regulations – Number Six" is intended to provide reasonable restrictions governing installation, maintenance, and use of antennas and satellite dishes. "Rules and Regulations – Number Six" has been promulgated in the best interest of Windridge and is consistent with the FCC rule.

DEFINITIONS.

1. **Antenna.** Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS).
2. **Reception Antenna.** An antenna that has limited transmission capabilities designed for the viewer to select or use video programming, provided it meets FCC standards for radio frequency emission.
3. **Reception Antenna Component Parts.** A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a Reception Antenna.
4. **Mast.** A structure to which an antenna is attached thereby raising the antenna's height.
5. **Exclusive Use Area.** Limited Common Areas in which a Dwelling Unit owner has direct or indirect ownership interest and which is designated for the exclusive use of the Dwelling Unit owner, such as patios and decks.

ANTENNA SIZE AND TYPE.

1. The maximum diameter of DBS and MDS antennas that may be installed is one meter (which is about 39 inches).
2. Antennas of any size may be installed if designed to receive television broadcast signals.
3. If approved, transmissions antennas of any size may be installed.
4. Antennas not covered by the FCC rule are prohibited.

INSTALLATION REQUIREMENTS.

1. An owner may install no more than one antenna of each approved type.
2. Masts shall be no higher than absolutely necessary to receive acceptable quality signals, and a licensed and insured contractor must install all masts.
3. Antennas shall be no larger in size nor installed higher than absolutely necessary for reception of acceptable quality signals.
4. Installations must not materially damage or in any way impair the integrity of any Common Areas, Limited Common Areas, or Dwelling Units, nor void any warranties of the Association or of any Dwelling Unit owner.

RULE AND REGULATION – NUMBER SIX – Continued

5. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person.
6. There shall be no penetration of a building's exterior unless it is necessary to do so to receive acceptable quality signals or to greatly mitigate the cost of installation. If it is necessary to penetrate a building's exterior, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.
7. The following will be used for antenna installation:
 - a. Devices that permit transmission of telecommunication signals through glass pane without cutting or drilling through the pane.
 - b. Devices, such as ribbon cable, that permit transmission of telecommunication signals through a window or door.
 - c. Existing wiring for receiving or transmitting telecommunication and cable service signals.
8. Antennas can be installed only within a Dwelling Unit or in an "exclusive-use area" such as the patio or deck.
9. Outdoor installation of an antenna is not permitted if signals of acceptable quality can be received with an antenna installed inside a Dwelling Unit.
10. Antennas must not infringe upon any Common Areas, Limited Common Areas, or other Dwelling Units including the air space above other Dwelling Units.
11. Antennas shall be located in a place shielded from view outside of Windridge or from other Dwelling Units to the maximum extent possible.
12. Antennas shall be installed so as to comply with all applicable city, county, state, and federal laws and regulations and manufacturer's instructions.
13. Antennas shall not obstruct the ingress or egress of any Dwelling Unit, walkway, Common Area, Limited Common Area, or utilities.
14. Antennas shall be permanently grounded.
15. Antennas shall be painted to match the color of the Dwelling Unit where they are installed so long as the paint does not prevent reception of acceptable quality signals.
16. Antennas must be camouflaged as much as possible by using such means as screening and/or plantings if the antenna is visible from the street or by other Dwelling Units.

MAINTENANCE.

1. Antenna owners are responsible for all costs associated with:
 - a. Placement or replacement, repair, maintenance, and moving or removing of an antenna.
 - b. Repair of property damage caused by antenna installation, maintenance, or use.
 - c. Medical expenses or anyone injured by installation, maintenance, or use of an antenna.
 - d. Restoration of antenna installation sites to their same condition prior to installation.

RULE AND REGULATION – NUMBER SIX – Continued

2. Antenna owners shall not permit their antennas to fall into disrepair.
3. Antenna owners shall correct any antenna safety hazards promptly.
4. If antennas become detached, owners shall remove or replace the detached antenna within 72 hours of the detachment. If the detached antenna is a safety hazard, the Association may remove the antenna at the owner's expense.
5. If an antenna must be moved or removed for purposes of any type of activity by the Association, the Association will give 10 days written notice to an antenna owner stating when the antenna must be moved or removed. If an antenna is not moved or removed by the Association's stipulated date, the Association may move or remove the antenna at the owner's expense. The Association is not liable for any damage to antennas caused by Association removal.

Approved by the Board of Directors 9-16-2002



CHICAGO TITLE

RULE AND REGULATION – NUMBER SEVEN

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or in any Common Areas or Limited Common Areas, except that pet dogs, cats or other customary pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance.

Pets must be in compliance with all Marion County/City of Indianapolis ordinances, including, but not limited to vaccinations, identification, curb/litter, and leash laws. See references below.

Pets may be taken outdoors only when on a sturdy leash and continuously under direct visual supervision. Pet owners are responsible for controlling their pets and for the removal and cleanup of any and all waste created by a pet. Pet owners will be fully liable for any damage to Common Areas or Limited Common Areas caused by their pets.

Any pet, which in the judgment of the Board of Directors, is causing or creating a nuisance, disturbance, noise, health or safety hazard, or is interfering with another Dwelling Unit owner's use and/or enjoyment of his or her Unit, shall be permanently removed from the Property, following three (3) written warnings about the pet's behavior being given to the respective pet owner by the Board.

The Board of Directors may adopt other rules and regulations regarding pets in addition to this Rule and Regulation – Number Seven, as it may deem appropriate.

References:

1. Section 22 (Covenants and Restrictions) of the "Restatement of Declaration of Horizontal Property Ownership – Windridge Horizontal Property Regime."
2. Article VII ("Restrictions On Use"), Section 7.1(f) of the "Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc."
3. Marion County/City of Indianapolis Ordinance:
 - a. Article I, Section 531-102 (Leash)
 - b. Article II, Section 531-201 & 202 (Animal Identification)
 - c. Article II, Section 531-203 (Curbing and Cleanup)
 - d. Article II, Section 531-204 (Nuisance)
 - e. Article II, Section 531-205 (Vicious/Dangerous Animals)
 - f. Article III, Section 531-301 (Vaccination)

Approved by the Board of Directors 9-16-2002

RULE AND REGULATION – NUMBER EIGHT

SPEED LIMIT AND VEHICLE REGULATIONS

Since the roads within Windridge are narrow, no vehicles of any kind shall be parked regularly on the roads. No vehicles of any kind shall be parked overnight on any road. Failure to comply with the above regulations may result in the vehicle being towed at the owner's expense.

Also, in order to protect residents and guests within Windridge, all vehicular traffic shall obey the posted speed limit signs and other signage (such as stop signs) within the community.

Approved by the Board of Directors 9-16-2002



CHICAGO TITLE