

#124346 *Assignment of Access Rights*
FOR ~~RELEASE OF THE ANNEXED MORTGAGE~~
See Release & Assignment Record.. 43 Page 29-32
Virginia R. Hudson
11-14-80 RECORDER.

#142232 *Assignment*
FOR ~~RELEASE OF THE ANNEXED MORTGAGE~~
See Release & Assignment Record.. 048 Page 163-164
Virginia R. Hudson
12-19-82 RECORDER.

#110545 6-28-79
1st Amended (*Woodridge II*)
Misc BK 109- Pg 420
Virginia Hudson
99818

#111033 -7-12-79
Re-recorded Amendment
Deed BK 268 Pg 628
Virginia Hudson BOOK 103 PAGE 344

DECLARATION OF EXPANDABLE CONDOMINIUM

#116146 12-21-79
2nd Amend (*Woodridge III*)
Deed BK 272 Pg 256
Virginia Hudson
WOODRIDGE - PHASE I CONDOMINIUM

Filed for Record July 10, 1978,
Recorded in Book _____
Pages _____ Through _____ In The Office
of the Recorder of Monroe County, Indiana

Consisting of 29 Pages, Numbered (i) through 27,

And

Exhibits "A" Through "G"

6th Amended Declaration
#2001008281 5/3/2001
Jim Sulder, Recorder

Prepared By:

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RECORDED
A.M. 11:53 P.M. ✓

JUL 10 1978

Emily M. Wade
RECORDER MONROE CO., IND. ✓

REAL ESTATE TRANSFER

JUL 10 1978

John W. Davis
Auditor Monroe County, Ind.

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WOODRIDGEPHASE I
DECLARATION OF CONDOMINIUM
EXPANDABLE CONDOMINIUM

THIS DECLARATION, and the exhibits which are attached hereto and made a part hereof, are made and executed this 29th day of JUNE, 1978, by CASLON DEVELOPMENT COMPANY, an Indiana general partnership, composed of Indun Realty, Inc., and Reynwood Development Corporation, hereinafter called the "Declarant", for itself, its successors, grantees and assigns, pursuant to the provisions of the Indiana Horizontal Property Law.

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property in Monroe County, State of Indiana, more particularly described and defined in Exhibit "A", attached hereto and made a part hereof, which shall constitute the first phase of the Woodridge condominium development; and

WHEREAS, the Declarant is the owner of additional real property described in Exhibit "F", attached hereto, which shall, at the election of Declarant and upon annexation of such additional real property, constitute a part of the Woodridge condominium development; and

WHEREAS, the Declarant is the owner of certain condominium type multi-unit buildings and certain other improvements, heretofore constructed or hereafter to be constructed upon the aforesaid property, and it is the desire and the intention of the Declarant to divide the project into "Condominium Units" or "Condominiums", as those terms are defined under the provisions of the Indiana Horizontal Property Law; and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, Declarant desires and intends, by the filing of this Declaration, to submit the Property described in Exhibit "A" and the multi-unit buildings located thereon and all other improvements constructed or to be constructed thereon, together with all appurtenances thereto, to the provisions of the Indiana Horizontal Property Law; and

WHEREAS, the Declarant reserves the right to annex all or any part of said additional real property described in Exhibit "F", attached hereto, upon execution and recordation of an amended

declaration by Declarant which, upon execution and recordation shall automatically include the land described therein within this Declaration and such action shall require no approvals or other action by either the units owners or the Board of Administrators or the members of the Woodridge Association of Co-Owners or by any other person or entity, as hereinafter more particularly provided; and

WHEREAS, the Declarant, or an assignee of Declarant, may from time to time in its sole discretion, and without approval of unit owners or any other person, elect, by filing a Supplemental Declaration of Time Sharing Covenants, Conditions and Restrictions, to subject a unit within the Condominium to time sharing ownership under which the owner of a time share interest shall own an undivided interest in the unit, together with the exclusive right to use and occupy the unit during a specified time period;

NOW, THEREFORE, the Declarant, by execution of this Declaration, does hereby create an Expandable Condominium subject to the provisions of the Indiana Horizontal Property Law and the terms and conditions hereof, and does hereby publish and declare that all of the Property described in Exhibit "A" (and as described in paragraph 4 below) is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said Property and the division thereof into Condominium Units and shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns, and any person, firm, corporation or other entity acquiring and owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

1. Definitions. Certain terms as used in this Declaration and Exhibits, attached hereto and made a part hereof, shall be defined as follows, unless the context clearly indicates a meaning different therefor:

(a) "Act" shall mean the Horizontal Property Law of the State of Indiana, I.C. 1971, 32-1-6-1, et seq., as amended. The Act is incorporated herein by reference;

(b) "Association of Co-Owners" is as defined in the Act and shall mean all of the Co-Owners acting as a group in accordance with the Declaration and By-Laws;

(c) "Board of Administrators" shall mean the governing body of the Association of Co-Owners, elected pursuant to the By-Laws and shall be synonymous with "Board of Directors" as used in the Act;

(d) "Buildings" shall mean all structures erected or to be erected upon the Property;

(e) "By-Laws" shall mean the by-laws for the administration of the Property and the Association of Co-Owners contained in Exhibit "B", attached hereto and made a part hereof;

(f) "Common Areas and Facilities" shall have the meaning as set forth in the Act and as more fully described in paragraph 8 hereof;

(g) "Common Expenses" shall mean and include:

(i) all sums assessed against the Co-Owners by the Association of Co-Owners;

(ii) expenses of administration, maintenance, repair or replacement of the Common Areas and Facilities;

(iii) expenses agreed upon as Common Expenses by the Association of Co-Owners; and

(iv) expenses declared to be Common Expenses by the provisions of the Act, or by this Declaration or the By-Laws;

(h) "Common Expense Fund" shall mean the separate accounts to be kept in accordance with the provisions of ARTICLE VII, Section 2 of the By-Laws;

(i) "Common Interest" shall mean the aggregate of the undivided interests of the Co-Owners in the Common Areas and Facilities;

(j) "Condominium" shall mean the entire estate in the Property owned by each Co-Owner, including an undivided interest in the Common Areas and Facilities and ownership of a separate interest in a Unit;

(k) "Condominium Documents" shall mean this Declaration and all of the exhibits hereto as the same shall from time to time be amended. Said exhibits are as follows:

- Exhibit "A" - Legal Description of the Property;
- Exhibit "B" - By-Laws of the Association of Co-Owners;
- Exhibit "C" - Master Site Plan;
- Exhibit "D" - Plans and Specifications;
- Exhibit "E" - Unit Designations;

Exhibit "F" - Balance of Proposed Phase Land;
Exhibit "G" - Specimen Supplemental Declaration
of Time Sharing Covenants, Condi-
tions and Restrictions;

(l) "Co-Owner" or "Owner" shall mean a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, having an ownership interest of record in a Unit within the Property. With respect to any Unit which is hereafter subjected to time share ownership, "Co-Owner" or "Owner", as used herein, shall also mean and refer to the "Agent" for the owners of time share interests as defined in the Supplemental Declaration of Time Sharing Covenants, Conditions and Restrictions applicable to such Unit;

(m) "Limited Common Areas and Facilities" shall mean those parts of the Common Areas and Facilities reserved for the use of a certain Unit or Units to the exclusion of all other Units and more specifically described in paragraph 10 hereof;

(n) "Mortgage" shall mean a deed of trust as well as a mortgage;

(o) "Mortgagee" shall mean a beneficiary under or a holder of a deed of trust, as well as a mortgagee;

(p) "Phases of Development" means distinct stages of development of a single Expandable Condominium. The Declarant contemplates that this Declaration and the Property described herein shall constitute the first Phase of Development of a total condominium development to be known as "Woodridge", which shall consist of not to exceed 230 Units, including the initial 47 Units described herein and designated as Woodridge - Phase I which constitutes the first phase of such development. All Phases of Development of the Woodridge condominium project shall be placed of record no later than seven (7) years from the date of recordation of this Declaration, all as more fully provided in paragraph 29 hereof;

(q) "Property" or "Condominium Property" shall mean the entire parcel of real property referred to in this Declaration to be divided into Condominiums (and more fully described in Exhibit "A"), including the land, the Buildings, all improvements and structures thereon, all owned in fee simple absolute, all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for common use in connection therewith;

(r) "Supplemental Declaration" shall mean the "Supplemental Declaration of Time Sharing Covenants, Conditions and Restrictions", substantially in the form attached hereto as Exhibit "G", by which, upon recordation with the Recorder of Monroe County, Indiana, the Declarant, or a grantee from Declarant under a deed which expressly recites that it is intended to substitute the grantee as Declarant under the Supplemental Declaration, subjects a Unit within the Condominium to time sharing ownership and establishes the rights, duties and responsibilities of owners of time share interests in such Unit.

(s) "Unit" shall mean "Condominium Unit" as defined in the Act and shall mean those parts of the Condominium Property described in paragraph 6 hereof which are the subject of individual ownership. The term "Unit" as used herein and in the By-Laws shall be synonymous with the term "Condominium Unit" as used in the Act.

2. Declaration. Declarant hereby expressly declares that the Property described herein shall be an Expandable Condominium in accordance with the provisions of the Act and this Declaration.

3. Name of the Condominium. The name by which the Condominium Property shall be known is "Woodridge - Phase I." Subsequent Phases of Development shall be designated using the name "Woodridge" and an appropriate phase number.

4. General Description of the Property. The Condominium Property consists of the real property described and identified on Exhibit "A", attached hereto and made a part hereof, and the Buildings and other improvements erected and to be erected thereon and all articles of personal property intended for common use in connection therewith.

5. Description of Buildings. Woodridge - Phase I will consist of five (5) non-contiguous multi-unit residential buildings. The Buildings are designated numerically, 1 through 5, as shown on the Master Site Plan, a copy of which is attached hereto and made a part hereof as Exhibit "C", which such Master Site Plan further shows the location of each Building on the real property described in Exhibit "A" and its location with respect to every other Building thereon. The five (5) Buildings contain a total of forty-seven (47) separate units, consisting of three (3) basic floor plan types designated by the legend on the Plans and Specifications attached hereto as Exhibit "D", as Floor Plan Types A, B and C, with the A and B types having two (2) potential modifications designated with either the letter "L" or "F" following the basic floor plan description. The floor types are as follows:

Type A: One Bedroom Flat
 Type AF: One Bedroom Flat with Family Room
 Type AL: One Bedroom Flat with Loft
 Type B: Two Bedroom Flat
 Type BF: Two Bedroom Flat with Family Room
 Type BL: Two Bedroom Flat with Loft
 Type C: Two Bedroom Townhouse with Family Room

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The configuration of each Building is as follows:

<u>Building Designation</u>	<u>Unit Types</u>	<u>Total Units</u>	<u>Basements</u>	<u>Maximum Stories</u>
1	4 Type AF Units 4 Type AL Units 1 Type BF Unit 1 Type BL Unit 1 Type C Unit	11	None	3-1/2
2	4 Type AF Units 4 Type AL Units 1 Type BF Unit 1 Type BL Unit 1 Type C Unit	11	None	3-1/2
3	2 Type A Units 2 Type AF Units 4 Type AL Units 1 Type BF Unit 2 Type BL Units	11	None	3-1/2
4	2 Type A Units 2 Type AL Units 1 Type B Unit 2 Type BL Units	7	None	2-1/2
5	2 Type AF Units 2 Type AL Units 1 Type BF Unit 1 Type BL Unit 1 Type C Unit	7	None	3-1/2

Said multi-unit Buildings are more particularly described and defined in the Plans and Specifications of said Buildings, a copy of which Plans and Specifications are attached hereto and made a part hereof as Exhibit "D", showing all particulars of the Buildings, including the layout, number of stories, the location, ceiling and floor elevations, Building designations, Unit Numbers and dimensions of the Units. Such Plans bear the verified statement of Maitland/Strauss/Behr, Architects, certifying that said Plans are actual copies of portions of the Plans of the Buildings as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings. For a more particular description of the Buildings, reference is hereby made to the Plans and Specifications and filed herewith as Exhibit "D".

6. Description of Units:

(a) The Unit designation of each Condominium Unit, approximate area, number of rooms and other data concerning its proper identification are set forth in Exhibit "E", attached hereto and made a part hereof. The percentage interests of each Unit in the Common Areas and Facilities shall be based upon the adjusted square footage of each Condominium Unit as shown on Exhibit "E", attached hereto, in relationship to the total adjusted square footage of all Units as shown on said Exhibit "E". Adjusted square footage shall mean the square footage of the Unit excluding those areas designated in the Plans and specifications as "Attic Storage", all computed by reference to the plans regardless of actual construction. Said percentage interests appurtenant to each Unit are as specified on said Exhibit "E" attached hereto;

(b) Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated and/or unfinished interior surfaces of its perimeter walls, load bearing walls, lowermost floors, uppermost ceilings, windows and window frames, door and door frames. Each Unit includes both portions of the Building within such boundaries and the space so encompassed, including, without limitation, the decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other finishing materials applied to interior walls, doors, floors and ceiling and interior surfaces of permanent walls, interior non-load bearing walls, windows, doors, floors and ceiling.

7. Encroachments. If any portion of the Common Areas and Facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit, or upon any portion of the Common Areas and Facilities, as a result of the construction of the Buildings, or if

any such encroachment shall occur hereafter as a result of settling or shifting of the Buildings, a valid easement for the encroachment and for the maintenance of same, so long as the Buildings stand, shall exist. In the event the Buildings, the Unit, any adjoining Unit, or any adjoining Common Area or Facility shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachment of parts of the Common Areas and Facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Areas and Facilities due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Buildings shall stand.

8. Common Areas and Facilities. The Common Areas and Facilities consist of all the Property other than the Units as described in paragraph 6 above, including, without limitation, the following (except such portions of the following as may be included within an individual Unit):

(a) The land on which the Buildings are erected and all land surrounding the Buildings as more fully described in paragraph 4 above;

(b) All foundations, columns, girders, beams, supports and other structural members;

(c) The yards, landscaping, fences, roads, driveways and exterior parking areas;

(d) All roofs, exterior walls and interior load-bearing walls, attics and crawl spaces;

(e) All central and appurtenant installations for services such as power, lights, water, sewer, gas and television; and all tanks, pumps, motors, sewage grinders, fans, cables, antennas, conduits, compressors, flues and ducts (except as described in paragraph 10 below), mechanical systems, storm drains, and all other items used in connection therewith, whether located in Common Areas or in Units;

(f) All exterior walkways;

(g) Maintenance areas and recreational areas, including the swimming pool, pool house, and tennis court, to the extent hereafter located within the Property;

(h) All other parts of the Property and all apparatus and installations including all items of personal property existing in the Buildings or upon the Property for common use or which are necessary or convenient to the existence, maintenance or safety of the Property.

Subject to the provisions of paragraph 29 hereof, the percentage of undivided interests in the Common Areas and Facilities as pertaining to each Unit and its Co-Owner for all purposes is as set forth in Exhibit "E", attached hereto and made a part hereof, as if herein set forth in full. Such percentage interest appertaining to each Unit shall be subject to change as is provided in paragraph 29 hereof should Declarant file an amended declaration adding additional Units and real estate to the Expandable Condominium.

9. Use of Common Areas and Facilities. Each Co-Owner shall have the right to use the Common Areas and Facilities in accordance with the purposes for which they are intended and for all purposes incident to the use and occupancy of his Unit, and such right shall be appurtenant to and run with his Unit; provided, however, that no person shall use the Common Areas and Facilities or any part hereof in such manner as to interfere with or restrict or impede the use thereof by others entitled to the use thereof or in any manner contrary to or not in accordance with this Declaration, the By-Laws, and such rules and regulations as may be established from time to time by the Board of Administrators. Such rules and regulations may impose reasonable restrictions on the use of such Common Areas and Facilities, including, without limitation, assignment of parking spaces to individual Units for their exclusive use.

10. Description of Limited Common Areas and Facilities. Limited Common Areas and Facilities shall mean and include those Common Areas and Facilities reserved for use by a certain Unit or Units to the exclusion of other Units and shall mean all patios, balconies, entranceways to individual Units, chimneys (including duct work and flues) and storage rooms. While parking spaces shall not constitute Limited Common Areas and Facilities, the Board of Administrators may, from time to time, assign parking spaces to specific Units for their exclusive use. Said Limited Common Areas and Facilities are more fully designated in Exhibit "D", attached hereto and made a part hereof. References in this Declaration and the By-Laws to Common Areas and Facilities shall include Limited Common Areas and Facilities unless the context clearly indicates otherwise. Each Co-Owner is hereby granted an exclusive and irrevocable license to use and occupy the Limited Common Areas and Facilities associated with and/or assigned to such Co-Owner's Unit.

11. Statement of Purposes, Use and Restrictions. The Units, Common Areas and Facilities, and Limited Common Areas and Facilities shall be occupied and used as follows:

(a) The Condominium Property shall be used for single family residential purposes and common recreational purposes auxiliary thereto, and for no other purposes;

(b) There shall be no obstruction of the Common Areas and Facilities. Nothing may be stored in the Common Areas and Facilities, excluding the Limited Common Areas and

Facilities located within the bounds of a Unit or pertaining to a Unit, without the prior written consent of the Board of Administrators;

(c) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities without the prior written consent of the Board of Administrators. No Co-Owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which would result in the cancellation of insurance on any Unit or any part of the Common Areas and Facilities, or which would be in violation of any law. No waste will be committed of the Common Areas and Facilities;

(d) No sign of any kind shall be displayed to the public view from any Unit or from the Common Areas and Facilities without the prior written consent of the Board of Administrators;

(e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas and Facilities, except that small (less than forty (40) pounds) dogs, cats or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Board of Administrators; and, provided, the pet does not create a nuisance. Any pet which, in the judgment of the Board of Administrators is causing or creating a nuisance of immeasurable disturbance or noise shall be permanently removed from the Property upon three (3) days notice from the Board;

(f) No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein which will be an annoyance or nuisance to other Co-Owners;

(g) Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the written consent of the Board of Administrators and, until all phases of construction in Woodridge are completed, by Declarant;

(h) The Board of Administrators of the Association of Co-Owners is authorized to adopt rules for the use of the Common Areas and Facilities, said rules to be furnished in writing to the Co-Owners. There shall be no violation of said rules;

(i) Notwithstanding anything herein to the contrary, Declarant, and such persons it may select, shall have the right of ingress and egress over, upon and across the

Common Areas and Facilities, the right to utilize one or more Condominium Units as model units, sales offices and management offices (together with the right, in its sole discretion, to cease such use and sell or otherwise dispose of the Unit or Units so used, and to relocate and use other Units for models, sales offices and management offices), the right to erect signs upon the Property for the purpose of advertising availability of Units and similar uses, and the right to store materials on the Common Areas and Facilities and make such other use thereof as may be reasonably necessary incident to construction, development and sale of the Condominiums and operation of the Units and Common Areas and Facilities and of other subsequent Phases of Development of which the Property is a part.

12. Easements:

(a) General. Each Co-Owner shall have an easement in common with the other Co-Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Facilities located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Co-Owners of all other Units to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Facilities serving such other Units and located in such Unit. The Board of Administrators or its agents shall have the right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Facilities contained therein or elsewhere in the Buildings;

The Board of Administrators may hereafter grant easements (and shall grant such easements as permitted in this paragraph 12 or as the Declarant shall direct) for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water lines, pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, CATV installations, and wires over, under, along and on any portion of the Common Areas; and each Co-Owner hereby grants the Board of Administrators an irrevocable power of attorney to execute, acknowledge and record for and in the name of each Co-Owner such instruments as may be necessary to effectuate the foregoing.

The Property shall be subject to an easement for the benefit of abutting and adjoining property owners for the flow and passage of storm and surface waters; provided, however, that such waters may be managed in the discretion of the Board of Administrators to the extent such management does not adversely affect the use and enjoyment of abutting and adjoining properties.

(b) Cross Easement for Adjoining Property Owners.
 The Board of Administrators may hereafter grant and accept cross easements for recreational, utility and access purposes for the benefit of the Property, the Co-Owners, and the owners of condominium units located in adjoining or surrounding condominium regimes, including but not limited to a Roadway Easement and Contribution Agreement and a Recreational Easement and Contribution Agreement with Eastbay Association of Owners created under the Declaration of Condominium for Eastbay Condominium, an adjacent condominium regime. All such cross recreational easements and related cross easements for roads, water and sewer shall be subject to approval by Declarant as to the location, form, beneficiary, content and all other particulars.

(c) Ingress and Egress to and From Development Area.
 In the event all or any part of the Development Area, as described in Exhibit "F" hereto, is not annexed to Woodridge, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the Development Area not annexed, the right and easement to enter upon the streets and Common Areas of Woodridge to provide ingress and egress to the Development Area. It is the purpose and intent of the easements herein reserved to provide free and unrestricted use and access across the roadways and sidewalks of the Property for the owners and residents of the Development Area, their guests, invitees and all public and quasi-public vehicles.

13. Partitioning. Neither the Common Areas and Facilities nor any individual Unit shall be divided, nor shall any right to partition any thereof exist. Nothing herein contained, however, shall be deemed to prevent ownership of a Condominium Unit by more than one person, either as tenants by the entirety, or tenants in common, or in any other form by law permitted; nor shall it be deemed to prevent Declarant, or any specific assignee of Declarant's rights hereunder, from subjecting Units to time sharing ownership by recordation of Supplemental Declaration as herein elsewhere provided.

14. Liens. While the Property remains subject to this Declaration and the provisions of the Act, no liens of any nature shall arise or be created against the Property, as a whole or the Common Areas and Facilities, except with the unanimous consent in writing of all of the Co-Owners and the holders of first liens thereon, except for (a) such liens as may arise or be created against the several Units and their respective Common Interests under or in accordance with the provisions of the Act; and (b) the lien of any mortgage given by Declarant to secure financing for the

construction of the Buildings and other improvements on the Property. Every agreement for the performance of labor, or the furnishing of materials to the Common Areas and Facilities, whether oral or written, must provide that it is subject to the provisions of this Declaration.

15. Nature of Interest in Units. Every Unit, together with its undivided interest in the Common Areas and Facilities, shall for all purposes be, and it is hereby declared to be and to constitute a separate parcel of real property, and the Owner thereof shall be entitled to the exclusive ownership and possession of his Unit, subject only to the covenants, restrictions, easements, by-laws, rules, regulations, resolutions and decisions adopted pursuant hereto and as may be contained herein and in the accompanying By-Laws and in the Minutes of the Board of Administrators and the Association of Co-Owners. The percentage of undivided interest in the Common Areas and Facilities of each Unit shall not be separated (subject to the provisions of paragraph 29) from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

16. Taxes. Every Condominium Unit, together with its undivided Common Interest in the Common Areas and Facilities, shall constitute a separate parcel of real property and shall be separately assessed and taxed by each assessing unit for all types of taxes authorized by law. Each Co-Owner shall be liable solely for the amount of taxes against his individual Unit.

17. Association of Owners:

(a) In order to provide for the maintenance, repair, replacement, administration and operation of the Property, contemporaneously herewith, Declarant is causing the formation of an Indiana not-for-profit corporation to be known as "Woodridge Association of Owners, Inc.". Membership therein shall be composed of all of the Owners of the Units at Woodridge - Phase I, and subsequent phases of Woodridge, subject to the provisions of paragraph 29 hereof. Each owner of a Unit shall become a member of the corporation, but membership shall automatically terminate when such person ceases to be an Owner and will be transferred to the new Owner;

(b) Woodridge Association of Owners, Inc., shall be governed in accordance with and as prescribed by the By-Laws attached hereto;

(c) Declarant, by this Declaration, and all Co-Owners, by the acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions and obligations contained in the By-Laws of Woodridge Association of Owners, Inc., and the provisions of this Declaration;

(d) The duties and powers of the Association of Owners shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws of the Association of Owners, including the power and authority to make assessments as provided for in the By-Laws.

18. Common Expenses. Each Co-Owner shall contribute pro rata, in proportion to his undivided interest as set forth in Exhibit "E" hereto, as the same may be amended from time to time pursuant to paragraph 29 hereof, toward the expenses of administration and of maintenance and repair of the Common Areas and Facilities and any other expense lawfully agreed upon; and shall pay any special assessment duly assessed by the Board of Administrators, all in accordance with the By-Laws of the Association of Owners, this Declaration and the provisions of the Act.

The Condominium Property is located within a planned unit development known as "The Pointe" and, as such, may be liable for its pro rata portion of assessments and charges which may be levied by The Pointe Services Association, Inc. Such assessments and expenses, to the extent levied by The Pointe Services Association, Inc., against the Condominium shall be properly treated as a Common Expense for purposes of this Declaration. Such assessments may be levied directly against the Co-Owners rather than the Condominium.

19. Insurance. The Board of Administrators shall obtain and maintain at all times insurance of the type and kind in not less than the amounts provided in this Declaration and the By-Laws and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium properties similar in construction, design and use. Such insurance shall be governed by the following provisions:

(a) The Board of Administrators shall have the authority to and shall obtain insurance policies upon the Condominium Property for the benefit of the Co-Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of the Co-Owners and delivery of said certificates to mortgagees within ten (10) days from their original issuance or the issuance of the renewals thereof. The originals of all such Policies and the endorsements thereto shall be deposited with the

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Board of Administrators, as insurance trustees, and certificates of insurance, together with proof of payment of premiums, shall be delivered to the Co-Owners requesting the same in writing at least ten (10) days prior to the expiration date with respect to the then current policies. Co-Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their living expenses and such other coverage as they may desire;

(b) The Board of Administrators shall make every effort to secure insurance policies that will provide the following minimum coverages:

(i) FIRE. The Buildings and all other improvements upon the land and all personal property included in the Common Areas and Facilities shall be insured in an amount equal to the maximum insurable replacement value as determined annually by the Board of Administrators with the assistance of the insurance company providing coverage. The policies evidencing such coverage shall contain clauses providing for waiver of subrogation, the standard SMP Condominium Endorsement (Form MLB-29A, Ed. 1-74) (excepting the Waiver of Subrogation provision contained therein), and shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all the insureds, including all Mortgagees of Units. Such coverage shall provide protection against:

(A) Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and

(B) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings, including, but not limited to, vandalism and malicious mischief. All such policies shall provide that adjustment of loss shall be made by the Board of Administrators as insurance trustees.

(ii) PUBLIC LIABILITY. The Board of Administrators shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board

of Administrators may from time to time determine, covering each member of the Board of Administrators, the managing agent, if any, and each Co-Owner with respect to his liability arising out of the ownership, maintenance or repair of the Common Areas and Facilities. Such insurance shall include endorsements covering cross liability claims of one insured against another, including the liability of the Co-Owners as a group to a single Owner. The Board of Administrators shall review such limits annually. Until the first meeting of the Board of Administrators following the initial meeting of the Co-Owners, such public liability insurance shall be in amounts not less than \$250,000/\$1,000,000 for claims for bodily injury; and \$50,000 for claims for property damage. Each Co-Owner, at his own expense, shall keep in force comprehensive personal liability insurance in such amounts as the Board of Administrators shall from time to time determine, but in no case less than \$100,000 for each occurrence;

(iii) OTHER. Such other insurance coverages including workmen's compensation, as the Board of Administrators shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the Board of Administrators shall be paid by the Board of Administrators and charged as a Common Expense;

(d) The Board of Administrators shall make every effort to secure insurance policies that will provide for the following:

(i) The master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(ii) The master policy on the Property cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Administrators, or manager, without prior demand in writing that the Board of Administrators or manager cure the defect;

(iii) That any "no other insurance" clause in the master policy on the Property exclude individual Co-Owners' policies from consideration.

(e) All insurance policies purchased by the Board of Administrators shall be for the benefit of the Board of Administrators and the Co-Owners and their Mortgagees as their interests may appear, and shall provide that all proceeds thereof shall be payable to the Board as insurance trustee. The sole duty of the Board of Administrators as insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Co-Owners and their Mortgagees in the following shares:

(i) With respect to proceeds on account of damage to Common Areas and Facilities, an undivided share for each Co-Owner, such share being the same as each Co-Owner's undivided interest in the Common Areas and Facilities;

(ii) Proceeds on account of damage to Units shall be held in the following undivided shares:

(A) When the Building(s) is to be restored, for the Co-Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Co-Owner, which cost shall be determined by the Administrators;

(B) When the Building(s) is not to be restored, an undivided share for each Co-Owner, such share being the same as his percentage interest in the Common Areas and Facilities;

(iii) In the event a mortgage endorsement has been issued to a Unit, the share of the Co-Owner shall be held in trust for the Mortgagee and the Co-Owner as their interests may appear; provided, that, no mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged Property shall be reconstructed or repaired.

20. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Board of Administrators as insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the insurance trustee shall be first paid or provisions made therefor.

(b) If it is determined, as provided in paragraph 22 hereof, that the damaged Property, with respect to which

the proceeds are paid, shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof.

21. Duty to Repair. In the event of damage to or destruction of the Building(s) and/or the Common Areas and Facilities as a result of fire or other casualty to the extent of less than all of the Buildings containing Condominium Units, and the Condominium Property is not partitioned as provided in paragraph 22, the Board of Administrators shall arrange for the prompt repair and restoration of the Buildings and/or the Common Areas and Facilities (including any damaged Unit, but not including any decoration or coverings for walls, ceilings, or floors, or other furniture, furnishings, fixtures or equipment in the Unit, unless the subject insurance policy covers a portion or all of such loss to the Unit; in which event, the Board shall repair or replace such damaged property), and the Board of Administrators shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost for such repair and restoration in excess of the insurance proceeds shall be paid by all Co-Owners in proportion to each Co-Owner's undivided interest in Common Areas and Facilities. If any Co-Owner or Co-Owners refuse or fail to make the required payments, the other Co-Owners shall (or the Association, if such other Co-Owners fail) complete the restoration and pay the costs thereof, and the costs attributable to the Co-Owner or Co-Owners who refuse to make such payment at the time required by the Board of Administrators shall become a lien on such defaulting Co-Owner's Unit and may be foreclosed in the same manner as provided for the lien for Common Expenses.

Any reconstruction or repair shall be in accordance with the Plans and Specifications of the original Building(s) and/or Common Areas and Facilities, portions of which are attached to this Declaration as exhibits, or if not, then according to Plans and Specifications approved by the Board of Administrators and Declarant if Declarant is the Owner of one or more Units at such time.

22. Partition. If all of the Buildings containing Condominium Units shall be destroyed by fire or other disaster, the Buildings shall not be reconstructed unless restoration thereof is approved within One Hundred Twenty (120) days from the date of damage or destruction by not less than Co-Owners owning Sixty-six and Two-thirds Percent (66-2/3%) in Common Interest of the Common Areas and Facilities. If such approval is not obtained, then, in such event:

(a) The entire Condominium Property shall be deemed to be owned as tenants-in-common by the Co-Owners;

(b) The undivided interest in the Condominium Property owned by each Co-Owner shall be his percentage

interest in the Common Areas and Facilities previously appurtenant to his Unit or Units;

(c) Any liens or encumbrances affecting any Unit shall be deemed transferred in accordance with the existing priorities to the percentage of undivided interest of the subject Co-Owner in the Condominium Property as hereinabove provided; and

(d) The Condominium Property shall be subject to an action for sale in lieu of partition at the suit of any Co-Owner, in which event the net proceeds of insurance policies, if any, shall be considered as one fund and shall be divided among the Co-Owners in the proportion to their percentage interests in the Common Areas and Facilities previously appurtenant to their Units, after the respective shares of the Co-Owners, to the extent sufficient for that purpose, have first been applied to the payment of all liens on the Unit of each Co-Owner;

The determination of total destruction of the Buildings containing Condominium Units shall be made by a vote of Co-Owners owning not less than 66-2/3% in Common Interest in the Common Areas and Facilities at a special meeting of the Association of Co-Owners called for that purpose.

23. Power of Attorney to Board of Administrators. Each Co-Owner shall be deemed to have granted to the persons who shall from time to time constitute the Board of Administrators an irrevocable power of attorney, coupled with an interest, to acquire title to any Unit which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Administrators or its designee, corporate or otherwise, as trustees on behalf of all or less than all Co-Owners, and to hold, convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such Unit so acquired.

24. Ownership or Lease of Units by Board of Administrators. Declarant may designate and convey to the Board of Administrators any unsold Unit, and the Board of Administrators may purchase and/or hold such a Unit to be provided as a residence for a managing agent. The cost thereof, if any, and the Common Expenses thereto shall be shared by the remaining Co-Owners in the same proportion as Common Expenses; adjusted, however, to reflect the exclusion of the Unit purchased; and any profit or loss realized upon the sale by the Association of such Unit shall likewise be shared by the remaining Co-Owners.

25. Rights of Declarant. Notwithstanding anything contained in this Declaration, or in the By-Laws or any rules and regulations as may be adopted from time to time by the Board of Administrators, the Declarant is irrevocably empowered to sell,

lease, rent and/or mortgage Units and portions thereof to any purchaser, lessee or mortgagee approved by it in its sole discretion and Declarant shall have the right to transact any business necessary to consummate sales or rentals of Units or portions thereof, including, but not limited to, the right to maintain models, have signs, use the Common Areas and Facilities and show Units. The sales office, signs, and all items pertaining to sales shall not be considered Common Areas and Facilities, and shall remain the property of Declarant. Declarant retains the right to be the Owner of any unsold Units or parcels. Declarant, for such time as it continues to be a Unit Owner, shall only be required to contribute such sums to the Common Expenses of the Condominium, in addition to the total of the monthly Common Expenses assessments paid by all other Unit Owners, as may be required for the Association to maintain the Condominium as provided in this Declaration and exhibits attached hereto; provided, however, in no event shall Declarant be required to contribute to the Common Expenses as to Units owned by it in an amount exceeding the amounts which would have been duly assessed by the Board for similar Units had they been sold to bona fide purchasers other than Declarant. Commencing one year after the date on which all of the Units have been deeded to Owners, Declarant shall contribute to the Common Expenses as to the Units owned by it in the same manner as all other Unit Owners.

26. Units Subject to Declaration, By-Laws, Rules and Regulations. All present and future Co-Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws, and any rules and regulations as may be adopted in accordance with the By-Laws, as said Declaration, By-Laws, rules and regulations may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, By-Laws and any rules and regulations which may be adopted are accepted and ratified by such Co-Owner, tenant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were made a part of each and every deed of conveyance or lease.

27. Personal Property. The Board of Administrators may acquire and hold, for the benefit of the Co-Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in such personal property shall be held by the Co-Owners in the same proportion as their respective undivided interests in the Common Areas and Facilities and shall not be transferable except with a transfer of a Unit. A transfer of a Unit shall vest in the transferee ownership of the transferor's beneficial interest in such personal property.

28. Interpretation. The provisions of this Declaration and the By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium property.

29. Amendment to Declaration:

(a) By Owners. This Declaration may be amended by the vote of at least seventy-five percent (75%) in Common Interest of all Co-Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, which such amendment shall become effective upon recordation of a written instrument duly executed and acknowledged by Co-Owners holding seventy-five percent (75%) in Common Interest of the Condominium in the Office of the Recorder of Hendricks County, Indiana; provided, however, that any such amendment made pursuant to this paragraph 29(a) which amends or alters the percentage of undivided interests in the Common Areas and Facilities, or voting rights, shall require the approval of all Co-Owners and shall become effective only upon recordation in the appropriate registry of a written instrument executed and acknowledged by all Co-Owners.

(b) Reserved Rights of Declarant. Notwithstanding anything herein to the contrary, until all Units subject to this Declaration have been sold by Declarant, no amendment to this Declaration shall be effective unless approved in writing by Declarant; and during said period, Declarant reserves the right to change the interior design and arrangement of any unsold Units, and to add such additional Common Facilities or recreational facilities as it may deem desirable without amendment of this Declaration in the manner hereinbefore set forth.

If Declarant shall make any changes in Units, as provided in this subparagraph (b), such changes shall be reflected by an amendment of this Declaration with Plans attached, reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by Declarant. The Plans shall be certified in the manner required by the Act. If more than one Unit is concerned, the Declarant shall reapportion between the Units the shares in the Common Areas and Facilities appurtenant to the Units concerned, together with reapportioning the Common Expenses and Common Profits of the Units concerned, and such share of the Common Areas and Facilities, Common Expenses and Common Profits shall be duly noted in the amendment of this Declaration.

(c) Addition of New Phases. Declarant contemplates that at Declarant's option Woodridge may ultimately consist of up to a total of 230 Units, including the 47 Units described in the within Declaration. Said 230 Units would consist of the initial phase covered by the within Declaration consisting of 47 Units and designated as Woodridge - Phase I, and one or more additional phases so that upon completion of the total Units contemplated Woodridge will consist of 230 Units. Said additional Condominium Units will be contained in one or more phases to be constructed on an approximately 13.756 acre tract of land, the approximate boundaries of which are described in Exhibit "F", attached hereto and made a part hereof. Accordingly, Declarant reserves the right, but shall not have any obligation, to amend this Declaration at any time within seven (7) years from the date of recordation hereof, without the consent of the Co-Owners to incorporate into the Property (i) all or a portion of the additional land described in Exhibit "F" attached hereto; and (ii) the additional Units constructed or to be constructed thereon by Declarant; provided, however, that the total number of Condominium Units to be constructed on said additional land described in Exhibit "F" shall not exceed 183 Units so that the maximum Units which will comprise Woodridge shall not exceed 230. The expansion of the condominium shall be governed by the following provisions:

(i) The area comprised within the present development and described in Exhibit "A" attached hereto is herein denominated the "Present Condominium Area". The Declarant reserves the right, to be exercised in its sole discretion, from time to time within a seven (7) year period from the date of recordation of this Declaration, to annex to the Present Condominium Area all or a portion of the land described in Exhibit "F", attached hereto and made a part hereof, which such land is herein denominated the "Development Area". Such annexation shall be by the recordation of an Amended Condominium Declaration (the "Amended Declaration"), and no rights of any type or character whatsoever of any unit owner in annexations within the Development Area shall attach until such Amended Declaration is recorded annexing part or all of the Development Area to the condominium regime hereby created. Upon the recordation of such Amended Declaration, the land therein so described, and the condominium units and all other improvements located thereon, shall be deemed to be governed in all respects by the provisions of this Declaration;

(ii) Any Amended Declaration which is filed to accomplish annexation of land to the Present Condominium Area as aforesaid shall prescribe and adjust the percentage interest in the Common Area and Facilities for all Units, if any, created by said Amended Declaration, and for all Units created by prior Amended Declarations, if any, and for all Units created by the within Declaration, on the following basis:

(A) For the purpose of this Section, the following definitions shall be controlling. At the time of recordation of each Amended Declaration:

(1) Existing Units and Existing Common Areas and Facilities shall mean, respectively, those Units and Common Areas and Facilities in existence prior to the creation of New Units and New Common Areas and Facilities by each aforesaid Amended Declaration, whether created by a prior Amended Declaration or this Declaration;

(2) New Units and New Common Areas and Facilities shall mean, respectively, those Units and Common Areas and Facilities which are created and added by each aforesaid Amended Declaration; and

(3) Aggregated Units and Aggregated Common Areas and Facilities shall mean, respectively, the sum of all Existing Units and New Units, and the sum of all Existing Common Areas and Facilities and New Common Areas and Facilities.

(B) At the time of recordation of each Amended Declaration, the adjusted square footage of the Property as a whole shall be the sum of the adjusted square footage of all Existing Units and New Units. The percentage interest in the Aggregate Common Areas and Facilities which is appurtenant to each Unit shall be based upon the ratio of the adjusted square footage of each Unit, whether an Existing Unit or New Unit, to the total adjusted square footage of all Units;

The recording of an Amended Declaration pursuant to this Section shall not alter or affect the amounts due from any Co-Owners of Existing Units for common expenses or other assessments or shall it alter or affect the lien securing such amounts.

(C) At the time of recordation of each Amended Declaration:

- (1) The percentage of undivided ownership interest in the Common Areas and Facilities of each Unit shall automatically be shifted and reallocated in the manner set forth in each recorded Amended Declaration;
- (2) The amount by which the percentage of undivided interest in the Common Areas and Facilities of each Unit is reduced by said Amended Declaration shall thereby be released and divested by and from the Co-Owner of the Unit so affected and reallocated among other Co-Owners of Units as set forth in such Amended Declaration;
- (3) All liens, including, but not limited to, mortgage liens, shall be released as to the percentage of interest in the Common Areas and Facilities described in the Declaration prior to its amendment and shall attach to the reallocated percentage of interest as set out in each amendment.

(d) The Association of Owners shall cause written notice to be given to the holder of any mortgage on any Unit in the Condominium at least thirty (30) days prior to the effective date; except, with respect to an amendment pursuant to Sections 29(b) or 29(c) which shall require no such notice.

30. Supplemental Declarations To Establish Time Share Interests in Units. Declarant, or any grantee of a Unit from Declarant under a deed which expressly recites that it is intended to substitute the grantee as Declarant under the Supplemental Declaration, reserves the right at any time prior to conveyance of a Unit pursuant to an "Original Deed" to record with the Recorder of Monroe County, Indiana, a Supplemental Declaration, in substantially

the form attached hereto as Exhibit "G", with respect to any Unit creating undivided interests in the Unit together with the exclusive right to occupy the Unit during specified time periods as more particularly set out therein. No notice to or approval of any Owner, the Association of Co-Owners, mortgagees or any other person shall be required prior to filing of a Supplemental Declaration. Filing of a Supplemental Declaration shall not constitute addition of a New Phase or New Units within the meaning of paragraph 29(c) hereof.

31. Enforcement. Each Co-Owner shall comply strictly with the provisions of this Declaration, the By-Laws, and the rules, regulations and decisions issued pursuant thereto and as the same may be lawfully amended from time to time. Failure to do so shall be grounds for an action to recover sums due for damages, injunctive relief, or both, maintainable by the Board of Administrators or manager on behalf of the Association of Co-Owners or, in a proper case, by an aggrieved Co-Owner.

32. Floor Plan. The Plans setting forth the layout, location, identification number, Building designation and dimensions for all the Units and the Property are incorporated into this Declaration by reference. Such Plans, which are attached hereto as Exhibit "D", have been filed in the Office of the Recorder of Hendricks County, Indiana, in Condominium Plat Book No. 1, on 2/10/10, 1978, as Instrument Number 99220.

33. Invalidity. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity and enforceability or effect of the remainder of this Declaration, and in such event, all the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

34. Waiver. No provisions contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

35. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

36. Law Controlling. This Declaration and the By-Laws attached hereto shall be construed and controlled by and under the laws of the State of Indiana.

STATE OF CONNECTICUT)
COUNTY OF Fairfield)

SS:

Greenwich

Before me, a Notary Public in and for said County and State, personally appeared PETER L. STAUSS and RICHARD A. MAITLAND by me known and known by me to be the President and SECRETARY, respectively of REYNWOOD DEVELOPMENT CORPORATION, who acknowledged the execution of the above and foregoing Declaration for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 24th day of June, 1978.

My Commission Expires:

3/31/83

William J. Maguire
Notary Public
Resident of Fairfield County

CONSENT OF MORTGAGEE

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The undersigned, being the owner and holder of a mortgage and/or security interest in the property described in Exhibit A attached hereto and made a part hereof does hereby consent to the recordation of this Declaration and the imposing of the provisions hereof and the provisions of the Indiana Horizontal Property Law to said real property described in Exhibit A, and said mortgagee does hereby consent and agree that from and after this date, the provisions of this Declaration, including all exhibits and amendments hereto, shall be superior to the lien of the undersigned's mortgage on said Property described in Exhibit A.

INDUN REALTY, INC.

By: Karl E. Preusse

Attest:

Lenna Lowe
Assistant Secretary

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Karl E. Preusse and Lenna Lowe, by me known and known by me to be the Executive Vice President and Assistant Secretary respectively, of Indun Realty, Inc., who acknowledged the execution of the above and foregoing Consent for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 29th day of June, 1978.

My Commission Expires:

Donna L. McLaughlin
My Commission Expires
June 30, 1980

Donna L. McLaughlin
Notary Public

Resident of Morgan County