

**APPLEWOOD PARK VILLAS**  
(Condominiums)

**DECLARATION**

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**FILED**

DEC 21 1993

APPLEWOOD PARK VILLAS  
(Condominiums)

**DECLARATION**

*Kurt E. [Signature]*  
DELAWARE COUNTY AUDITOR

THIS DECLARATION, made December 20, 1993, by Lifestyle Building Corp., of Delaware County, Indiana.

ARTICLE I

Lifestyle Building Corp., herein referred to as the Declarant, hereby submits, declares, and establishes a condominium form of ownership of the lands located in the City of Muncie, Delaware County, Indiana, described in "Exhibit A," annexed hereto and made a part hereof.

ARTICLE II

APPLEWOOD PARK VILLAS

The name by which the real estate shall hereafter be known is **APPLEWOOD PARK VILLAS**.

ARTICLE III

Definitions

RECEIVED FOR RECORDS THIS 22 DAY OF DEC 1993  
AT \_\_\_\_\_ m RECORDED IN HPR  
RECORD 1993 PAGE 1-123  
*Ruth N. [Signature]* RECORDER, DELAWARE COUNTY

The terms used herein and in the By-Laws of the Association shall have the meanings stated in the Indiana Horizontal Property Law and as follows unless the context otherwise requires:

3.1 Unit means Unit as defined by the Horizontal Property Law. Each Unit has been assigned a distinct four-digit number, which is located within the perimeter lines of the Unit on the drawing attached hereto and marked "Exhibit B." The Unit Owner shall have the exclusive right of use and quiet enjoyment to such Unit, except as may be provided herein.

3.2 Association and Association of Co-Owners means **APPLEWOOD PARK VILLAS ASSOCIATION**, and its successors.

3.3 Limited Common Areas are granted to each respective Unit Owner for the driveway, sidewalk, patio, and deck serving their respective Unit. Nothing contained herein shall be deemed to remove the exterior of any of the buildings from the definition of Common Area as defined in the Indiana Horizontal Property Law. The respective Unit Owner's usage of their respective Limited Common Areas shall in all respects be subject to utility easements and easements for ingress and egress as set forth in "Exhibit B," attached hereto, and all reasonable rules and regulations of the Association.

3.4 Common Area shall consist of all parts of the property other than the Units and Limited Common Areas, including those listed in the definition of "Common Areas and Facilities" contained in the Horizontal Property Law.

3.5 Common expenses include:

(A) Any valid charge against the Condominiums, as a whole, and snow removal and trash removal.

(B) Common expenses as defined by the Horizontal Property Law.

3.6 Declarant shall mean *Lifestyle Building Corp.* until such time as it specifically conveys, by deed, its interest as Declarant to a successor for the purpose of continuing development; thereafter, such obligations and powers shall be binding upon and vested only in the successor of said Declarant.

3.7 Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

#### ARTICLE IV

##### Future Expansion Location of Units, Common Areas, and Other Improvements

4.1 The Condominiums shall be expandable to a maximum of 80 residential units. This Declaration shall consist of Tract #1, consisting of 4 residential units located as shown on Exhibit B. Expansion of the Condominiums to a total of 80 units may be made by the construction of 76 units in subsequent Tracts. The certified set of as-built floor plans for Tract #1, showing the elevation and perimeter dimensions of the units, prepared by Keith L. Gary, Registered Architect, Reg. #870124, is attached hereto and marked "Exhibit C."

4.2 The general plan of development, showing the location and limitations on the expandable portion of the Condominiums proposed for development as subsequent Tracts and the legal description of the contiguous area subject to expansion is attached hereto and marked "Exhibit D."

4.3 Subsequent Tracts may become a part of this Condominiums if at least one Tract is developed within five (5) years from the recordation of this Declaration. Thereafter, additional Tracts must be developed not later than ten (10) years from the recordation of this Declaration.



## ARTICLE V

### Unit Ownership

Unit Ownership shall include the following rights, privileges, and obligations.

5.1 Unit Owners shall mean the person or persons owning a Unit in fee simple, or whose estates, or interests individually or collectively aggregate fee simple absolute ownership of a Unit.

5.2 Ownership of a Unit shall include the respective undivided interest in the Common Areas specified and established herein. The undivided interest of a Unit Owner in the Common Areas in Tract #1, pending completion of subsequent Tracts, shall be  $\frac{1}{4}$  of the Common Areas, and such undivided interest in the Common Areas shall not be divisible from the Unit to which it appertains. Upon completion of subsequent Tracts, the undivided interest of a Unit Owner in the Common Areas shall be equal to that fraction wherein the numerator is one (1) and the denominator is the total number of Units existing in the regime at the time of each expansion, and such undivided interest in the Common Areas shall not be divisible from the Unit to which it appertains.

5.3 Unit ownership shall include the use and primary control of the respective Limited Common Areas associated with each Unit, as described above at 3.3, subject to the rights reserved to the Association and other Unit Owners in this Declaration.

5.4 Unit Owners, by acceptance of their deeds, covenant and agree as follows:

(A) That the Common Areas shall remain undivided; and no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Condominiums.

(B) The Unit shall be occupied and used by the respective Owners only as a private dwelling for the Owner, his family, tenants, and social guests, and for no other purpose.

(C) The Owners of the respective units agree that if any portion of the Common Areas, Limited Common Areas, including any driveway, walkway, parking area, or utility line, encroaches upon the Unit, a valid easement for the encroachment and for the maintenance of same, so long as it remains, shall and does exist.

(D) An Owner of a unit shall automatically, upon becoming the Owner of the Unit, be a member of the **APPLEWOOD PARK VILLAS ASSOCIATION**, and shall remain a member of the Association until such time as his ownership of the Unit ceases for any reason,

at which time his membership in said Association shall automatically cease.

(E) The Owners of the Units covenant and agree that the administration of the Condominiums shall be in accordance with the provisions of this Declaration and the By-Laws of the Association.

(F) Each Owner, tenant, or occupant, of a Unit, shall comply with the provisions of this Declaration, the By-Laws of the Association, decisions, and resolutions of the Association, or its representative, or successor, each as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief. Any lessee of a Unit shall be subject to the covenants and restrictions contained in this Declaration, the By-Laws of the Association, and the decisions and resolutions, and any lawful amendments thereto.

(G) No Owner of a Unit 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 by abandonment of his Unit.

(H) In any conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor of such Unit for all unpaid assessments by the Association against the Unit for common expenses up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from such grantor the amount paid by the grantee therefor. Where the grantee is the first mortgagee of the Unit, this provision shall not apply.

(I) Each Unit Owner shall administer, maintain, and repair his Unit at his own expense.

(J) Each Unit Owner shall, by reason of acceptance of his deeds, grant to the Association, on behalf of himself and all Unit Owners, an irrevocable power of attorney coupled with an interest, to acquire title to, or lease any Unit whose owner desires to surrender, sell or lease the same, or that may be subject to foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any unit so acquired. Any unit leased or acquired by the Association, in any manner whatsoever, shall be held by the Association on behalf of all Unit Owners, in proportion to the respective common interest of such Owners as set forth above; provided, however, that the Association may act with regard to any such Unit leased or acquired, as the Association, in its discretion, deems appropriate.

(K) In the event of damage or destruction of any Unit, or Units, of a building, a two-thirds (2/3) majority vote of all Unit Owners of such building (each Unit having one vote) shall determine whether the improvements shall be rebuilt. In the event



of a tie vote, the decision of the Board of Directors of the home owners association shall control.

#### ARTICLE VI

##### Common Areas

The Common Areas shall include the land and all other parts of the Condominiums which are not Units or Limited Common Areas.

#### ARTICLE VII

##### Easements and Reservations

7.1 Easements are reserved throughout the Condominiums property Units and Common Areas, as may be required for utility services, in order to adequately serve the Units. This Declaration is subject to all easements of record.

7.2 The Declarant hereby reserves unto itself, its successors and assigns, an easement in, upon, through and over the Common Areas for as long as the Declarant, its successors, and assigns, shall be engaged in the construction, development, and sale of Units, which easement shall be for the purpose of construction, installation, maintenance, and repair of existing improvements and appurtenances thereto, for ingress and egress, for the use of all roadways, existing and future dwelling unit models for sales promotion and exhibition.

7.3 The Declarant reserves unto itself, its successors, assigns, and agents, an easement in, upon, through and over the lands comprising the Limited Common Areas, Common Areas, and respective Units for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power, and telephone lines, pipes, mains, conduits, waters, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems servicing the Condominiums.

7.4 The Declarant, for itself, its successors, and assigns, hereby declares that the lawful agencies of the City of Muncie, County of Delaware, and the State of Indiana (but not the public in general), shall have a perpetual nonexclusive easement to enter upon all roadways and driveways, not otherwise dedicated to the public, for purposes of maintaining the safety, health, welfare, police, and fire protection of the citizens of the City, County, and State, including the residents of the Condominiums.

7.5 The Declarant, for itself, its successors and assigns, hereby declares that each Unit Owner, respectively, shall have the exclusive easement of use, occupancy, and quiet enjoyment over its Unit, subject to the restrictions set forth in this Declaration and By-Laws.

## ARTICLE VIII

### Unit Mortgages

The holder of any first mortgage, or purchase money mortgage, on a Unit, unless the mortgage itself expressly provides otherwise, shall be deemed to include the following privileges:

8.1 The Condominiums may not be abandoned, or terminated without the prior written approval of the above Unit mortgagees. Any material amendment to the Declaration, or the By-Laws of the Association, including but not limited to, any amendment which would change the percentage interests of the Unit Owners in the project, shall not take effect, until or unless the written approval of the above Unit mortgagees is obtained in proportion to the number of Unit Owner approvals required for any such amendments, except as provided in Article XI hereof.

8.2 Any lien which the Association may have on any Unit for the payment of common expenses, or for assessments attributable to such Unit is subordinate to the lien of the first Unit mortgagee, or purchase money mortgagee as to that Unit, provided that such mortgage was recorded prior to the date of the filing by the Association of any claim of lien for unpaid assessments in the Delaware County Recorder's Office.

8.3 A first mortgagee, or purchase money mortgagee of a unit shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and to receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year of the Association, and to written notice of all meetings of the Association and to designate a representative to attend any or all such meetings.

8.4 Upon written request to the Association, any first mortgagee, or purchase money mortgagee, shall be entitled to written notice of any substantial damage to, or destruction of, the Unit upon which the mortgage is held, or any part of the common areas, and to any condemnation, or eminent domain proceedings wherein the mortgagee might be entitled to an award, or settlement by reason thereof.



## ARTICLE IX

### The Association

The Association shall be a nonprofit corporation under the laws of the State of Indiana, subject to the following:

9.1 Membership. The members of the Association shall consist of all the record owners of Units. Upon the recording of a Unit Deed, which conveys title to the Unit, the grantee of such deed shall become a member of the Association, and the membership of the Unit grantor shall be thereby terminated.

9.2 Voting. Each member of the Association shall be entitled to cast one vote for each Unit owned by him; provided, however, that no more than one vote shall be allowed for any one Unit. If a Unit is owned by more than one person, or owned by a corporation, a certificate of appointment, designating the individual entitled to cast the vote for the unit, shall be filed with the Secretary of the Association. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change of ownership in the Unit occurs. A certificate designating the person entitled to cast the vote of the Unit may be revoked by any owner of the Unit. The Secretary may waive the filing of the certificate where the Unit is owned by a married couple and only the husband or wife votes.

9.3 Board of Directors. The affairs of the Association shall be conducted by a Board of Directors, each of whom shall be bonded and who shall be designated in the manner provided in the By-Laws. Notwithstanding any provision of the By-Laws of **APPLEWOOD PARK VILLAS ASSOCIATION**, the Declarant for itself, and for its successors Declarant as provided in Article III, Section 3.5 hereof, reserves the right and shall be entitled to elect a majority of the Board of Directors of the **APPLEWOOD PARK VILLAS ASSOCIATION** until the expiration of ten (10) years from the date of the recording of this instrument or, if sooner, until the sale and transfer of title of all of the units of the Condominiums. The within reservation may not be amended, rescinded, revoked, modified, or altered without the express consent of the Declarant, or its successors Declarant.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him, in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being, or having been, a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties.



9.4 Limitation upon liability. Notwithstanding the duty of the Association to maintain, operate, replace, and repair the Limited Common Areas and Common Areas of the Condominiums, the Association shall not be liable for injury or damage, other than the cost of maintenance, operation, replacement, and repair, caused by a latent condition of the property to be maintained, operated, replaced, and repaired by the Association, or by the elements, or by other Owners or persons.

9.5 Agent to receive process. The following person, a resident of the State of Indiana, is designated as the Agent to receive service of process upon the Association: Lifestyle Building Corp., 2200 North Halifax, Muncie, Indiana 47304.

9.6 Property in trust. All funds and title to property acquired by the Association, and the proceeds thereof, shall be held in trust for the members of the Association in accordance with the provisions of this Declaration and the By-Laws; provided, however, that the Association may deal with such funds and title as it deems to be in the best interest of the Association.

9.7 Insurance. The Association shall obtain, and continue in effect, blanket property and casualty insurance on the Common Areas, in an amount equal to the maximum insurable replacement value of the Common Areas as determined annually by the Board of Directors of the Association. Such insurance shall afford protection against loss or damage by fire, or other hazards covered by a standard extended coverage endorsement, and such other loss or risk as the Board of Directors of the Association shall deem appropriate. Such policy of insurance shall name the Association, the individual Unit Owners, and the institutional first mortgagees as insureds and shall insure the Units, if the Board of Directors deems such additional insurance coverage appropriate. The Association shall also obtain, and continue in effect, public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and nonowned automobile coverage, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner; workers compensation policy to meet the requirements of the law; and such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable. All proceeds covering property losses shall be paid to the Association, and the Association shall have the sole right and duty to promptly settle, litigate, or otherwise dispose of any property loss claim on behalf of the named insureds. Premiums for insurance policies purchased by the Association shall be paid by the Association as a common expense, to be included in the monthly assessment for common expenses.

9.8 Nothing contained herein shall bar a Unit Owner from obtaining insurance on his individual Unit; and individual Unit



Owners shall have the exclusive right to settle, adjust, or litigate any claims under any policies purchased by, and paid for by, the respective Unit Owners individually.

9.9 The By-Laws of the Association shall be in the form attached hereto as "Exhibit E."

## ARTICLE X

### Use Restrictions

The use of the property of the Condominiums shall be in accordance with the following provisions so long as the Condominiums exists:

10.1 Units. Each of the Units shall be occupied only by a single family, its servants, and guests, as a residence and for no other purpose.

10.2 Leasing. No Unit shall be rented by the Owners thereof for transient or hotel purposes, which shall be defined as "any rental for any period less than six months." All prospective tenants must be approved in writing by the Board thirty (30) days before occupancy. The Board shall have absolute discretion to reject any prospective tenant so long as such rejection is not on the basis of race, creed, or national origin.

10.3 Common Areas. The Common Areas shall be used only for the purposes for which they are intended or established, in the furtherance of the services and facilities for the enjoyment of the Units.

10.4 Limited Common Areas. Limited Common Areas shall be for the exclusive use of the respective adjoining Unit Owner and may be used in such manner as shall not be inconsistent with the rules and regulations of the Association.

10.5 Nuisances. No nuisance shall be allowed upon the Condominiums property, nor shall any use or practice which is the source of annoyance to residences, or which interferes with the peaceable possession and proper use of the property by the residents, be allowed. All parts of the property shall be kept in clean and sanitary condition, and no rubbish, or garbage, or refuse shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.

10.6 Lawful use. No immoral, improper, offensive, or unlawful use shall be made of the Condominiums property, or any part thereof; and all valid laws, zoning ordinances, and regulations of all governing bodies having jurisdiction shall be observed.

10.7 Regulations. Reasonable regulations concerning the use of the Condominiums property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than a majority of the voters of the Association before such shall become effective.

10.8 Abatement and enforcement of restrictions and regulations.

(A) In the event of the violation of any restriction or regulation in the Declaration, or duly adopted by the Board of Directors of the Association, the Board may, after not less than ten (10) days' written notice received at any reasonable hour on any day, enter upon that part of any Unit, Limited Common Area, or Common Area where such violation or breach exists, and summarily abate and remove such violation, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of the Declaration and regulations of the Association, and the actions by the Board, or its agents, shall not be deemed a trespass; or

(B) Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorney fees, and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest rate then allowed by law until paid, shall be charged and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property located therein. Any and all of such rights and remedies may be exercised at any time and from time to time cumulatively, or otherwise, by the Board. In addition, any aggrieved Unit Owner shall have the same rights and remedies as the Board hereunder in connection with any such violation. It is expressly agreed by each Unit Owner that the Board has the lien rights described herein.

10.9 No "For Sale" or "For Rent" signs, advertising, or other displays, shall be maintained or permitted on any part of the Common Area or Limited Common Area. Notwithstanding the foregoing, the Declarant reserves unto itself and its agents the right to place and maintain on the Common Area such signs and advertising displays in such locations and such forms as may, from time to time, be determined to be advantageous by the Declarant, and such privilege of the Declarant shall continue until such time as all units have been sold.



## ARTICLE XI

### Amendments to Declaration

11.1 The Declarant expressly reserves for itself, and for its successors Declarant, as provided in Article IV, Section 4.3 hereof, for a period of ten years from the date hereof, unless otherwise stated herein, or until the closing of title of not less than 80 Condominiums Units within the confines of the lands owned by the Declarant depicted in "Exhibit A" and "Exhibit D," attached hereto, whichever event occurs first, the right to execute on behalf of all contract purchasers, Unit Owners, mortgagees, other lien holders, and parties claiming any legal or equitable interest in the Condominiums, or in any Unit, any amendments to the Declaration which it may deem appropriate, including, but not limited to:

(A) Adding to or altering the location, size and/or purpose of easements and lands for utilities, roads, access, egress, drainage, and/or financing purposes.

(B) To permit the users or occupants of lands owned by, or controlled by, the Declarant to utilize easements, roads, drainage facilities, utility lines, and the like within or servicing the Condominiums, on fair and equitable terms and conditions to be negotiated with the **APPLEWOOD PARK VILLAS ASSOCIATION**.

(C) To surrender or modify rights of the Declarant in favor of the Unit Owners and/or the **APPLEWOOD PARK VILLAS ASSOCIATION**, and/or their respective mortgagees.

(D) Any amendment to the Declaration will become effective upon the recording of an amendment to the Declaration in the Office of the Recorder of Delaware County. The Declarant will, thereafter, provide copies of said amendment to each Owner and mortgagee affected.

11.2 Upon the expiration of the reservation of the Declarant, as set forth in Section 11.1 of this Article, or upon surrender or modification of the rights reserved by the Declarant, in accordance with Section 11.1(C) of this Article, then the following shall apply:

This Declaration may be amended or supplemented by the affirmative vote of those Unit Owners entitled to exercise 75% of the total voting power of the Association, cast in person, or by proxy, at a meeting duly called and held in accordance with the By-Laws of the Association; provided, however, that any such amendment or supplement must first have been approved in writing by first mortgagees and purchase money mortgagees holding mortgages on not less than 75%, of the Units subject to mortgages. No such

ARTICLE XV

Captions

Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision hereof.

EXECUTED ON THE DATE FIRST ABOVE WRITTEN.

LIFESTYLE BUILDING CORP.

By:

  
Stephen R. Lowry, President

ATTEST:

  
Stephen R. Lowry, Secretary


STATE OF INDIANA )

) SS:

COUNTY OF DELAWARE )

Before me, a Notary Public in and for said County and State, personally appeared Stephen R. Lowry, known to me to be President and Secretary of *Lifestyle Building Corp.*, who acknowledged the execution of the foregoing Declaration, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and Notarial Seal this 20th day of December, 1993.

  
Notary Public  
Resident of Delaware County, Indiana

My Commission Expires:

NOTARY PUBLIC - STATE OF INDIANA

Fredrick W. Wenger

Resident Delaware County

My Commission expires December 22, 1994

This instrument prepared by Fredrick W. Wenger, Attorney at Law.



A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit: Beginning at a point 55.0 North and 40.0 feet West of the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, range 10 East; thence North 90°-00'-00" West 105.16 feet; thence North 19°-50'-44" West 178.03 feet; thence North 89°-58'-58" West 113.89 feet; thence continuing Westerly on a curve to the left, said curve having a radius of 157.16 feet and a central angle of 30°-04'-04", an arc distance of 91.92 feet to end of said curve; thence South 59°-55'-57" West 48.24 feet; thence continuing Westerly on a curve to the right, said curve having a radius of 213.70 feet and a central angle of 30°-04'-58", an arc distance of 112.20 feet to end of said curve; thence continuing Westerly on a curve to the right, said curve having a radius of 97.71 feet and a central angle of 45°-05'-42", an arc distance of 76.90 feet; thence South 45°-07'-14" West 49.08 feet; thence North 00°-04'-00" west 311.6 feet; thence South 42°-06'-31" East 39.71 feet; thence Easterly on a curve to the right, said curve having a radius of 61.0 feet and a central angle of 42°-06'-31", an arc distance of 44.83 feet to end of said curve; thence North 90°-00'-00" east 56.37 feet; thence Easterly and Northerly on a curve to the left, said curve having a radius of 32.44 feet and a central angle of 92°-00'-53", an arc distance of 52.1 feet to end of said curve; thence North 2°-00'-46" West 48.15 feet; thence continuing in a Northerly direction on a curve to the right, said curve having a radius of 150.72 feet and a central angle of 35°-42'-17", an arc distance of 93.92 feet to end of said curve; thence continuing Northeasterly on a curve to the right, said curve having a radius of 170.87 feet and a central angle of 31°-02'-52", an arc distance of 92.59 feet to end of said curve; thence North 65°-13'-29" East 51.38 feet; thence continuing Easterly on a curve to the right, said curve having a radius of 232.05 feet and a central angle of 9°-36'-32", an arc distance of 38.92 feet; thence North 00°04'-00" West 21.80 feet; thence North 90°-00'-00" East 133.84 feet; thence South 40°-44'-28" west 41.65 feet; thence southerly on a curve to the right, said curving having a radius of 72.24 feet and a central angle of 35°-57'-20", an arc distance of 45.33 feet to end of said curve; thence continuing Southerly on a curve to the right, said curve having a radius of 601.20 feet and a central angle of 18°-11'-10", an arc distance of 190.83 feet to end of said curve; thence South 4°-52'-37" West 29.8 feet; thence continuing Southerly on a curve to the left, said curve having a radius of 688.75 feet and a central angle of 9°-56'-05", an arc distance of 119.43 feet to end of said curve; thence South 5°-18'-18" East 14.56 feet; thence North 74°-37'-46" east 163.54 feet; thence South 00°-04'-00" East 49.76 feet; thence North



90°-00'-00" West 10.0 feet; thence South 00°-04'-00" East 341.0 feet to the point of beginning.

**ALSO EXCEPTING THEREFROM**, the following described tract:

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast Corner of the said Northwest Quarter of the Northwest Quarter; thence North 00°-04'-00" West and on the East line of said Northwest Quarter of the Northwest Quarter 445.75 feet; thence North 90°-00'-00" West 30.0 feet; thence South 74°-37'-46" West 163.54 feet; thence North 5°-18'-18", West 14.56 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 688.75 feet and a central angle of 9°-56'-05", an arc distance of 119.43 feet to end of said curve; thence North 85°-07'-23" West 22.0 feet to a point, which point is the point of beginning for the land herein described; thence continuing North 90°-00'-00" West 84.89 feet; thence North 50°-46'-16" West 72.83 feet; thence South 38°-58'-06" West 35.06 feet; thence South 6°-42'-16" East 11.11 feet; thence South 31°-56'-01" East 77.23 feet; thence South 5°-22'-42" West 19.57 feet; thence South 25°-45'-54" West 43.75 feet; thence South 66°-58'-25" West 34.84 feet; thence South 89°-39'-23" West 61.45 feet; thence North 87°-08'-03" West 36.84 feet; thence South 14°-21'-55" West 14.83 feet; thence South 6°-39'-07" East 120.93 feet; thence South 7°-12'-04" West 32.29 feet; thence South 29°-43'-41" West 23.74 feet; thence South 27°-19'-21" East 38.89 feet; thence Westerly on a curve to the right, said curve having a radius of 191.70 feet and a central angle of 26°-07'-32", an arc distance of 87.41 feet; thence continuing Westerly on a curve to the right, said curve having a radius of 75.71 feet and a central angle of 45°-05'-42", an arc distance of 59.59 feet to end of said curve; thence North 00°-00'-00" West 132.98 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 39.0 feet and a central angle of 89°-59'-53", an arc distance of 61.26 feet to end of said curve; thence North 90°-00'-00" East 56.37 feet; thence Northerly on a curve to the left, said curve having a radius of 87.43 feet and a central angle of 92°-00'-53", an arc distance of 87.43 feet to end of said curve; thence North 2°-00'-53" West 148.15 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 128.72 feet and a central angle of 35°-42'-17", an arc distance of 80.21 feet to end of said curve; thence continuing Northerly on a curve to the right, said curve having a radius of 148.87 feet and a central angle of 31°-02'-52", an arc distance of 80.67 feet to end of said curve; thence North 65°-13'-29" East 51.38 feet; thence continuing Easterly on a curve to the



right, said curve having a radius of 210.05 feet and a central angle of 24°-08'-57", an arc distance of 88.35 feet to end of said curve; thence continuing Easterly and Southerly on a curve to the right, said curve having a radius of 50.24 feet and a central angle of 76°-41'-48", an arc distance of 50.24 feet to end of said curve; thence continuing Southerly on a curve to the right, said curve having a radius of 579.20 feet and a central angle of 18°-11'-10", an arc distance of 183.84 feet to end of said curve; thence South 4°-32'-57" East 29.8 feet to the point of beginning.

**ALSO EXCEPTING THEREFROM**, the following described tract:

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East; thence North 00°-04'-00" West and on the East line of the said Northwest Quarter of the Northwest Quarter 55.0 feet; thence North 90°-00'-00" West 145.16 feet; thence North 19°-50'-44" West 178.03 feet; thence South 89°-58'-56" West 113.89 feet; thence North 00°-01'-02" West 22.0 feet to a point, which point is the point of beginning for the land herein described; thence North 13°-27'-28" west 60.34 feet; thence North 2°-53'-36" East 42.17 feet; thence North 39°-47'-26" East 38.27 feet; thence North 73°-27'-55" East 100.74 feet; thence South 5°-18'-18" East 19.69 feet; thence continuing Southerly on a curve to the left, said curve having a radius of 385.23 feet and a central angle of 15°-13'-12", an arc distance of 102.33 feet to end of said curve; thence South 20°-31'-15" East 16.56 feet; thence in a Southwesterly direction on a curve to the right, said curve having a radius of 18.0 feet and a central angle of 110°-31'-15", an arc distance of 34.72 feet to end of said curve; thence South 89°-58'-58" west 122.73 feet to the point of beginning.

Estimated to contain after said exceptions 3.312 acres, more or less.

*del  
nc/mg*





STATEMENT FOR DECLARATION OF HORIZONTAL PROPERTY  
FILING FOR APPLEWOOD PARK VILLAS,  
A CONDOMINIUM PROJECT IN DELAWARE COUNTY, INDIANA

Keith L. Gary hereby certifies as follows:


1. That he is a Registered Architect, with the State of Indiana, holding Reg. #870124.

2. That he has examined the Project Survey as drawn by Samuel R. Morrison, Indiana Registered Land Surveyor No. S0155, dated November 15, 1993, Exhibit B (attached to the Declaration) which makes provisions for four (4) Units, namely: Units 2901, 2903, 2905, and 2907.

3. That he has examined the plans of the building for Tract #1, as filed with and approved by the Building Commissioner of City of Muncie, Muncie, Indiana, the Agency having jurisdiction over the issuance of permits for the construction of buildings in Muncie, Indiana.

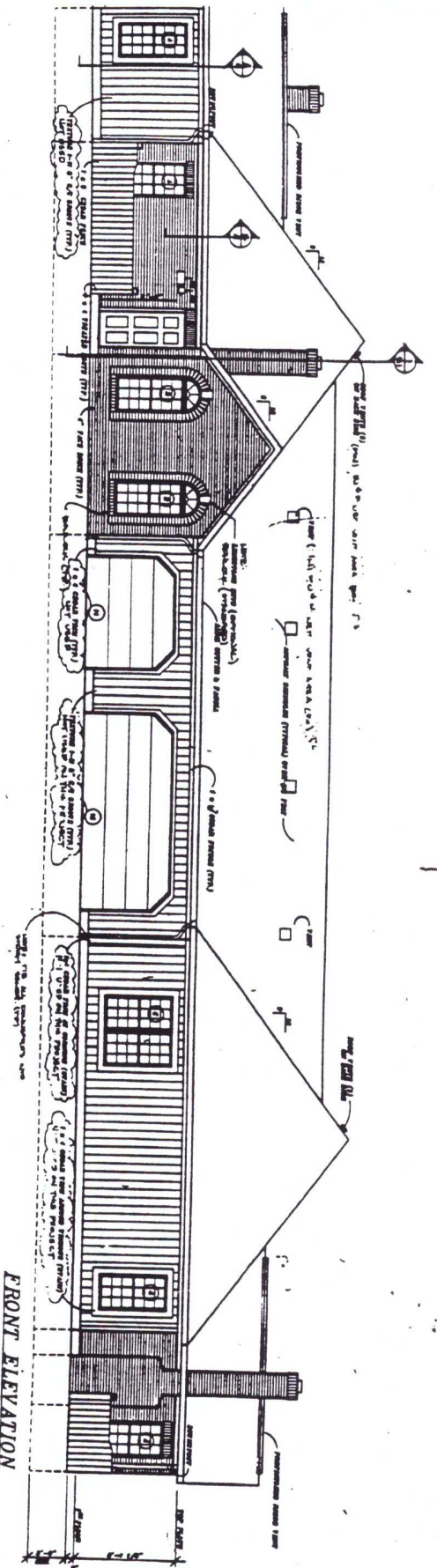
4. That said plans, and the attachments hereto, fully and accurately depict the layout, elevation, unit number, location, and dimensions of the Units as built on Tract #1 in Applewood Park Villas, a Condominium.

Dated this 20<sup>th</sup> day of December, 1993.

  
\_\_\_\_\_  
Keith L. Gary





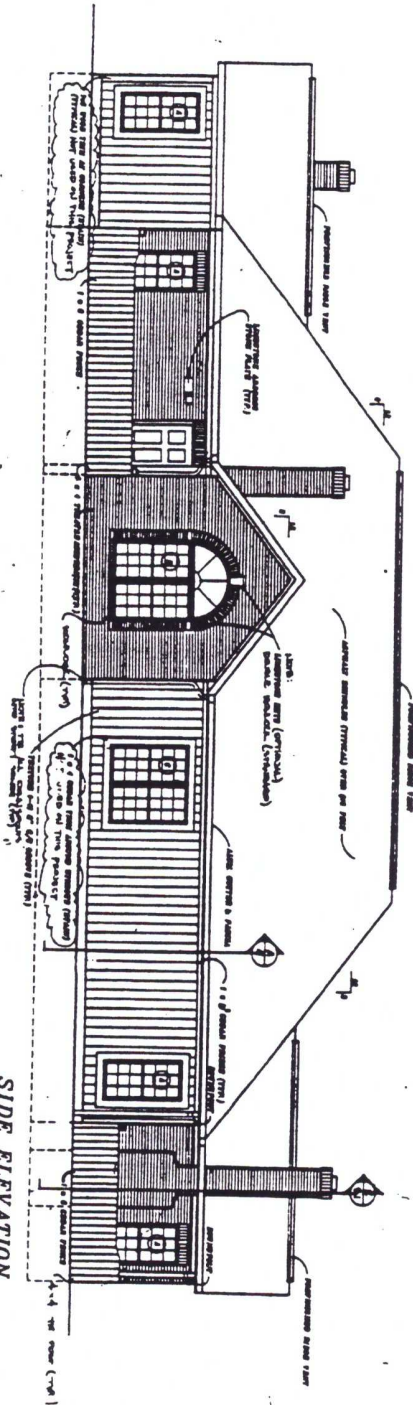


FRONT ELEVATION  
PLAN A  
1/4" = 1'-0"

PLAN A

A NEW CONDOMINIUM DEVELOPMENT FOR  
**APPLEWOOD PARK VILLAS**  
BLADE, MINNESOTA

ELEVATIONS



SIDE ELEVATION  
PLAN A  
1/4" = 1'-0"

PLAN A

COLOR SCHEDULE	
SHINGLES	
TRIM	
DOOR	
WIND	
OUTLETS	
PAINT	

2000-0000

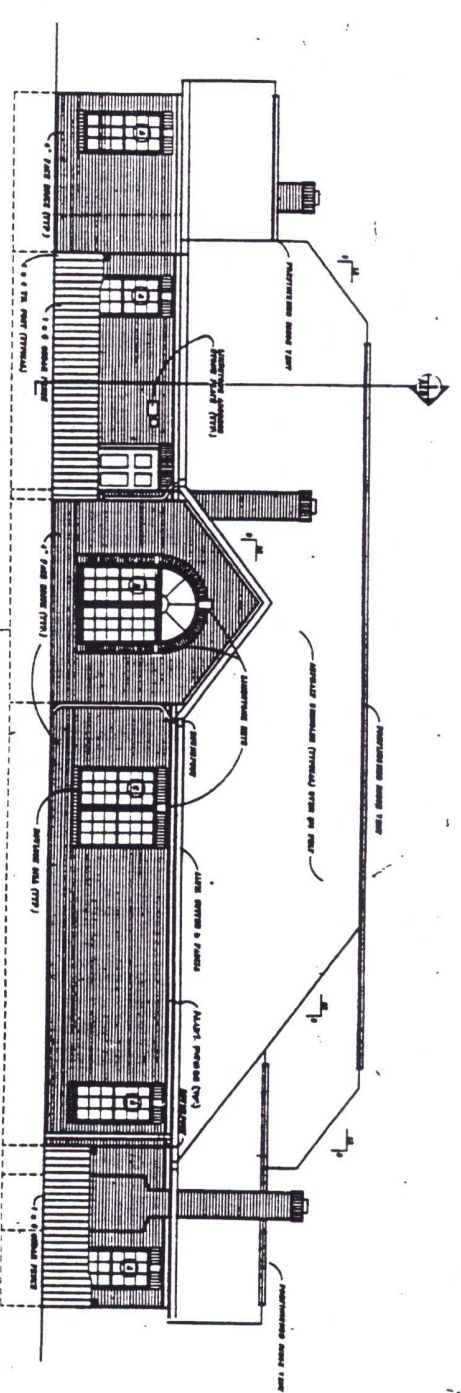
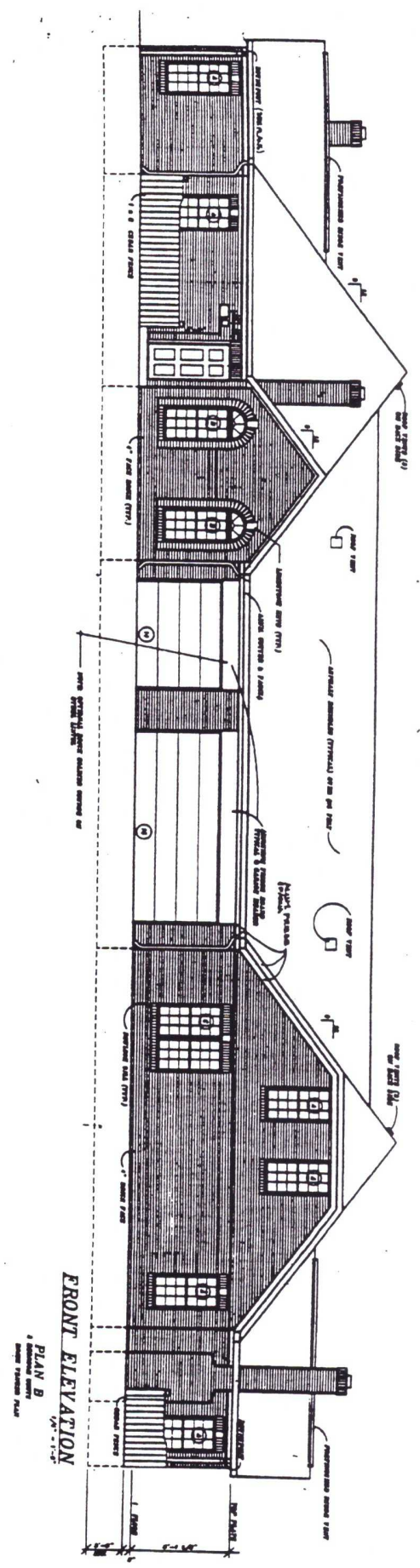
3-A



US Architects



22 April 1988



COLOR SCHEDULE	
BRICK	
TRIM	
DOOR	
WINDOW	
ROOF	
PAINT	

1/4" = 1'-0"



PARCEL "A"

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, range 10 East; thence North  $00^{\circ}-04'-00''$  West and on the East line of the said Northwest Quarter of the Northwest Quarter 55.0 feet; thence North  $90^{\circ}-00'-00''$  West 145.16 feet; thence North  $19^{\circ}-50'-44''$  West 178.03 feet; thence South  $89^{\circ}-58'-56''$  West 113.89 feet; thence North  $00^{\circ}-01'-02''$  West 22.0 feet to a point, which point is the point of beginning for the land herein described; thence North  $13^{\circ}-27'-28''$ , west 60.34 feet; thence North  $2^{\circ}-53'-36''$  East 42.17 feet; thence North  $39^{\circ}-47'-26''$  East 38.27 feet; thence North  $73^{\circ}-27'-55''$  East 100.74 feet; thence South  $5^{\circ}-18'-18''$  East 19.69 feet; thence continuing Southerly on a curve to the left, said curve having a radius of 385.23 feet and a central angle of  $15^{\circ}-13'-12''$ , an arc distance of 102.33 feet to end of said curve; thence South  $20^{\circ}-31'-15''$  East 16.56 feet; thence in a Southwesterly direction on a curve to the right, said curve having a radius of 18.0 feet and a central angle of  $110^{\circ}-31'-15''$ , an arc distance of 34.72 feet to end of said curve; thence South  $89^{\circ}-58'-58''$  West 122.73 feet to the point of beginning.

Estimated to contain .288 acres, more or less.

*duh*  
*NE/mg*

PARCEL "B"

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at a point 195.16 feet West and 55.0 feet North of the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, range 10 East; thence North  $90^{\circ}-00'-00''$  West 250.84 feet; thence South  $00^{\circ}-04'-00''$  East 55.0 feet to the South line of the said Northwest Quarter of the Northwest Quarter; thence North  $90^{\circ}-00'-00''$  West on the said South line 264.0 feet; thence North  $00^{\circ}-04'-00''$  West 140.07 feet; thence North  $45^{\circ}-07'-14''$  East 49.08 feet; thence in an Easterly direction on a curve to the left, said curve having a radius of 97.71 feet and a central angle of  $45^{\circ}-05'-42''$ , an arc distance of 76.90 feet to end of said curve; thence continuing Easterly on a curve to the left, said curve having a radius of 213.7 feet and a central angle of  $30^{\circ}-04'-58''$ , an arc distance of 112.20 feet to end of said curve; thence North  $59^{\circ}-55'-57''$  East 48.24 feet; thence continuing Easterly on a curve to the right, said curve having a radius of 157.16 feet and a central angle of  $30^{\circ}-04'-04''$ , an arc distance of 91.92 feet to end of said curve; thence North  $89^{\circ}-58'-58''$  East 113.89 feet; thence South  $19^{\circ}-50'-44''$  East 178.03 feet to the point of beginning.

Estimated to contain 1.756 acres, more or less.

*drh  
NC/MG*



PARCEL "C"

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast Corner of the said Northwest Quarter of the Northwest Quarter; thence North  $00^{\circ}-04'-00''$  West and on the East line of said Northwest Quarter of the Northwest Quarter 445.75 feet; thence North  $90^{\circ}-00'-00''$  West 30.0 feet; thence South  $74^{\circ}-37'-46''$  West 163.54 feet; thence North  $5^{\circ}-18'-18''$  West 14.56 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 688.75 feet and a central angle of  $9^{\circ}-56'-05''$ , an arc distance of 119.43 feet to end of said curve; thence North  $85^{\circ}-07'-23''$  West 22.0 feet to a point, which point is the point of beginning for the land herein described; thence continuing North  $90^{\circ}-00'-00''$  West 84.89 feet; thence North  $50^{\circ}-46'-16''$  West 72.83 feet; thence South  $38^{\circ}-58'-06''$  West 35.06 feet; thence South  $6^{\circ}-42'-16''$  East 11.11 feet; thence South  $31^{\circ}-56'-01''$  East 77.23 feet; thence South  $5^{\circ}-22'-42''$  West 19.57 feet; thence South  $25^{\circ}-45'-54''$  West 43.75 feet; thence South  $66^{\circ}-58'-25''$  West 34.84 feet; thence South  $89^{\circ}-39'-23''$  West 61.45 feet; thence North  $87^{\circ}-08'-03''$  West 36.84 feet; thence South  $14^{\circ}-21'-55''$  West 14.83 feet; thence South  $6^{\circ}-39'-07''$  East 120.93 feet; thence South  $7^{\circ}-12'-04''$  West 32.29 feet; thence South  $29^{\circ}-43'-41''$  West 23.74 feet; thence South  $27^{\circ}-19'-21''$  East 38.89 feet; thence Westerly on a curve to the right, said curve having a radius of 191.70 feet and a central angle of  $26^{\circ}-07'-32''$ , an arc distance of 87.41 feet; thence continuing Westerly on a curve to the right, said curve having a radius of 75.71 feet and a central angle of  $45^{\circ}-05'-42''$ , an arc distance of 59.59 feet to end of said curve; thence North  $00^{\circ}-00'-00''$  West 132.98 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 39.0 feet and a central angle of  $89^{\circ}-59'-53''$ , an arc distance of 61.26 feet to end of said curve; thence North  $90^{\circ}-00'-00''$  East 56.37 feet; thence Northerly on a curve to the left, said curve having a radius of 87.43 feet and a central angle of  $92^{\circ}-00'-53''$ , an arc distance of 87.43 feet to end of said curve; thence North  $2^{\circ}-00'-53''$  West 148.15 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 128.72 feet and a central angle of  $35^{\circ}-42'-17''$ , an arc distance of 80.21 feet to end of said curve; thence continuing Northerly on a curve to the right, said curve having a radius of 148.87 feet and a central angle of  $31^{\circ}-02'-52''$ , an arc distance of 80.67 feet to end of said curve; thence North  $65^{\circ}-13'-29''$  East 51.38 feet; thence continuing Easterly on a curve to the right, said curve having a radius of 210.05 feet and a central angle of  $24^{\circ}-08'-57''$ , an arc distance of 88.35 feet to end of said curve; thence continuing Easterly and

Southerly on a curve to the right, said curve having a radius of 50.24 feet and a central angle of  $76^{\circ}-41'-48''$ , an arc distance of 50.24 feet to end of said curve; thence continuing Southerly on a curve to the right, said curve having a radius of 579.20 feet and a central angle of  $18^{\circ}-11'-10''$ , an arc distance of 183.84 feet to end of said curve; thence South  $4^{\circ}-32'-57''$  East 29.8 feet to the point of beginning.

Estimated to contain 3.012 acres, more or less.

drh  
HC/mg



PARCEL "D"

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East; thence North  $90^{\circ}-00'-00''$  West and on the South line of said Northwest Quarter of the Northwest Quarter 660.0 feet; thence North  $00^{\circ}-04'-00''$  West 451.67 feet to a point, which point is the point of beginning for the land herein described; thence continuing North  $00^{\circ}-04'-00''$  West 472.33 feet; thence North  $90^{\circ}-00'-00''$  East 330.0 feet; thence South  $00^{\circ}-04'-00''$  East 121.80 feet; thence in a Westerly direction on a curve to the left, said curve having a radius of 232.05 feet and a central angle of  $9^{\circ}-36'-32''$ , an arc distance of 38.92 feet to end of said curve; thence South  $65^{\circ}-13'-29''$  West 51.38 feet; thence Southeasterly on a curve to the left, said curve having a radius of 170.87 and a central angle of  $31^{\circ}-02'-52''$ , an arc distance of 92.59 feet; thence continuing Southwesterly on a curve to the left, said curve having a radius of 150.72 feet and a central angle of  $35^{\circ}-42'-17''$ , an arc distance of 93.92 feet; thence South  $00^{\circ}-02'-46''$  East 148.15 feet; thence in a Westerly direction on a curve to the right, said curve having a radius of 32.44 feet and a central angle of  $92^{\circ}-00'-53''$ , an arc distance of 52.1 feet to end of said curve; thence North  $90^{\circ}-00'-00''$  West 56.37 feet; thence in a Southwesterly direction on a curve to the left, said curve having a radius of 61.0 feet and a central angle of  $42^{\circ}-06'-31''$ , an arc distance of 44.83 feet; thence North  $42^{\circ}-06'-31''$  West 39.71 feet to the point of beginning.

Estimated to contain 2.276 acres, more or less.

*drh  
NC/MG*

PARCEL "E"

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at the Southeast Corner of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East; thence North  $00^{\circ}-04'-00''$  West and on the East line of the said Northwest Quarter of the Northwest Quarter 825.0 feet; thence West 30.0 feet to a point, which point is the point of beginning for the land herein described; thence South  $00^{\circ}-04'-00''$  East 379.24 feet; thence South  $74^{\circ}-37'-46''$  West 163.54 feet; thence North  $5^{\circ}-18'-18''$  West 14.56 feet; thence continuing Northerly on a curve to the right, said curve having a radius of 688.75 feet and a central angle of  $9^{\circ}-56'-05''$ , an arc distance of 119.43 feet to end of said curve; thence North  $4^{\circ}-52'-37''$  East 29.8 feet; continuing northerly on a curve to the left, said curve having a radius of 601.20 feet and a central angle of  $18^{\circ}-11'-10''$ , an arc distance of 190.83 feet to end of said curve; thence continuing Northerly on a curve to the left, said curve having a radius of 72.24 feet and a central angle of  $35^{\circ}-57'-20''$ , an arc distance of 45.33 feet; thence North  $40^{\circ}-44'-28''$  East 41.65; thence North  $90^{\circ}-00'-00''$  East 166.16 feet to the point of beginning.

Estimated to contain 1.405 acres, more or less.

*drh  
MG/NC*



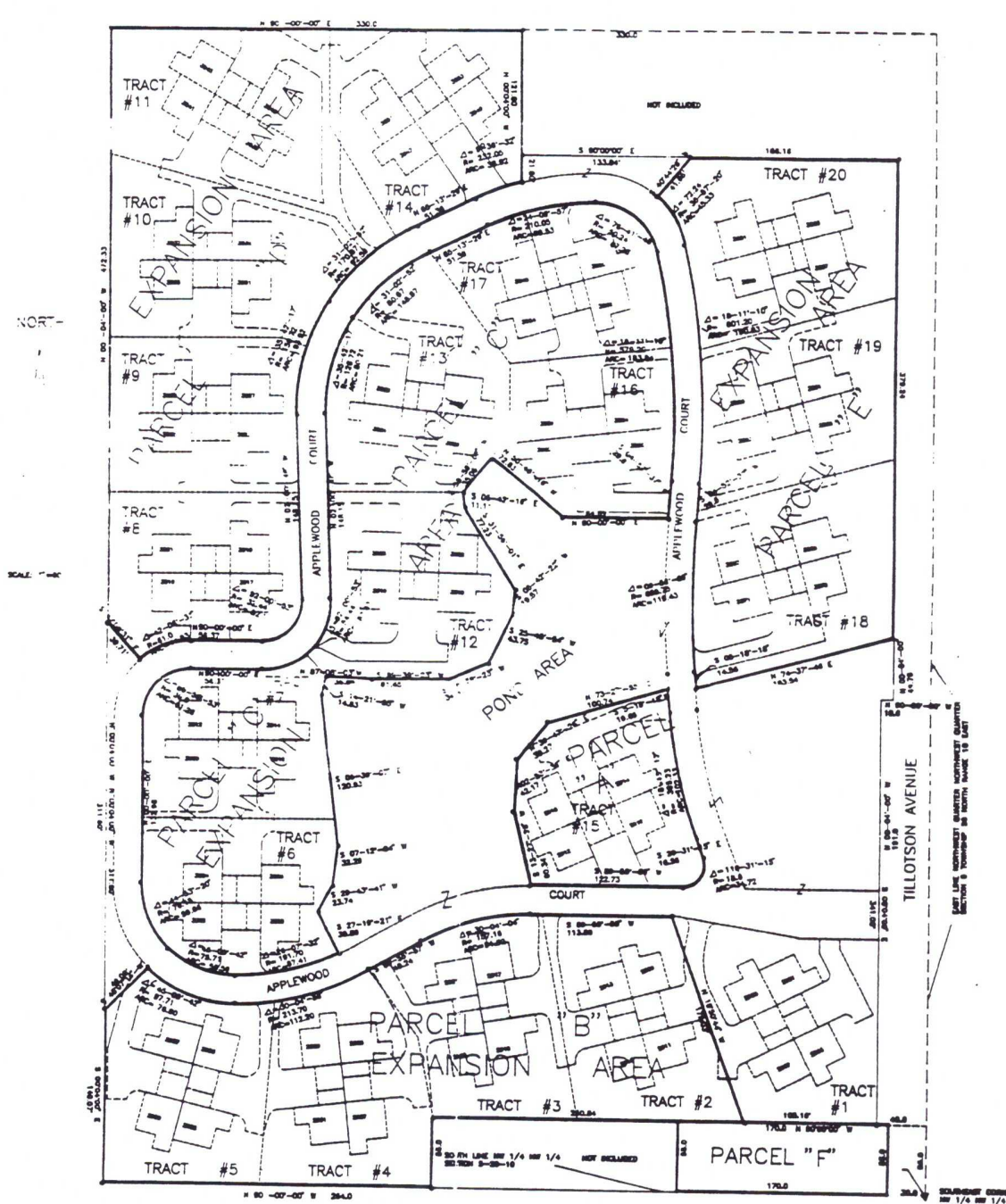
PARCEL "F"

A part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, more particularly described as follows, to-wit:

Beginning at a point in the South line of the Northwest Quarter of the Northwest Quarter of Section 5, Township 20 North, Range 10 East, 30.0 West of the Southeast Corner of the said Northwest Quarter of the Northwest Quarter; thence North 00°-04'-00" West 55.0 feet; thence North 90°-00'-00" West 170.0 feet; thence South 00°-04'-00" East 55.0 feet; thence North 90°-00'-00" East 170.0 feet to the point of beginning.

Estimated to contain .215 of an acre, more or less.

*drh  
mg/nc*



NORTH  
SCALE 1"=40'

*Samuel R. W. Morris*  
SAMUEL R. MORRIS, L.S.  
INDIANA #207158  
NOVEMBER 15, 1983

APPLEWOOD VILLAS  
A CONDOMINIUM DEVELOPMENT  
MUNCIE, DELAWARE COUNTY, IND.  
EXHIBIT D PAGE 8 OF 8  
EXPANDABLE AREA



Alexander  
Ep

\* 2 0 0 5 R 2 0 9 3 5 \*

2005R20935

REGINA WILLIAMSON  
DELAWARE COUNTY RECORDER  
RECORDED ON  
10/04/2005 12:02:36PM  
REC FEE: 33.00  
PAGES: 13

AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP OF APPLEWOOD PARK VILLAS

This Amendment to the Declaration of Horizontal Property Ownership of Applewood Park Villas, is made by the co-owners of said Condominiums;

WHEREAS, the Declaration of Horizontal Property Ownership of Applewood Park Villas, was filed in the Recorder's Office of Delaware County, Indiana, at HPR Book 1993, at pages 81-123 thereof;

AND WHEREAS, said Declaration contained a copy of the By-Laws of Applewood Park Villas Association attached thereto as Exhibit "E";

AND WHEREAS, said By-Laws provided that it could be amended by a two-thirds vote of the Board of Directors;

AND WHEREAS, on September 14, 2005, the Board of Directors of Applewood Park Villas Association amended said By-Laws, a copy of which Amendment to the By-Laws are attached hereto as Exhibit "A";

AND WHEREAS, on September 14, 2005, the co-owners of Applewood Park Villas Association have agreed to said Amendment to the By-Laws;

NOW, THEREFORE, the Declaration of Applewood Park Villas Association is hereby amended as follows:

(See Exhibit "A" Attached Hereto)

IN WITNESS WHEREOF, this Amendment to the Declaration of the Applewood Park Villas was adopted on the 14<sup>th</sup> day of September, 2005, by the co-owners of Applewood Park Villas Association.

The number of co-owners entitled to vote in respect of such amendment, the co-owners voting in favor of the adoption of such amendment, and the co-owners voting against such adoption are as follows:

Co-owners entitled to vote:	<u>80</u>
Co-owners voting in favor:	<u>61</u>
Co-owners voting against:	<u>03</u>

5:00  
FILED  
AUDITOR

OCT - 4 2005

*Jane [Signature]*  
DELAWARE CO. AUDITOR

CERTIFICATE

Applewood Park Villas Association does hereby certify that the attached Amendment to the Declaration of Applewood Park Villas was duly adopted by the Board of Directors and the co-owners of Applewood Park Villas Association.

APPLEWOOD PARK VILLAS  
ASSOCIATION.

BY:

David Bantz  
(David Bantz) President

ATTEST:

Liz Radcliff  
(Liz Radcliff) Secretary

STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, the undersigned notary public, in and for said County and State, this 3<sup>RD</sup> day of October, 2005, came David Bantz, President, and Liz Radcliff, Secretary, of Applewood Park Villas Association, and acknowledged the execution of the foregoing document.

Witness my hand and notarial seal.

Chip A. Alexander  
(Chip A. Alexander) Notary Public  
Resident of Delaware County

My Commission Expires:

October 19, 2008.

This instrument prepared by Chip A. Alexander, Attorney at Law.



ales & Alexander



\* 2 0 0 6 R 2 4 4 1 3 \*

2006R24413

REGINA WILLIAMSON  
DELAWARE COUNTY RECORDER

RECORDED ON

11/06/2006 03:14:35PM

REC FEE: 16.00

PAGES: 3

AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP OF APPLEWOOD PARK VILLAS

This Amendment to the Declaration of Horizontal Property Ownership of Applewood Park Villas, is made by the co-owners of said Condominiums;

WHEREAS, the Declaration of Horizontal Property Ownership of Applewood Park Villas, was filed in the Recorder's Office of Delaware County, Indiana, at HPR Book 1993, at pages 81-123 thereof;

AND WHEREAS, said Declaration provides that it can be amended by a vote of 75% of the members of the co-owners of the Applewood Park Villas Association;

AND WHEREAS, on October 13, 2006, the Applewood Park Villas Association members approved an amendment to said Declaration by a 75 % vote;

NOW, THEREFORE, the Declaration of Applewood Park Villas Association is hereby amended as follows:

(See Exhibit "A" Attached Hereto)

IN WITNESS WHEREOF, these Amendments to the Declaration of the Applewood Park Villas were adopted on the 13<sup>th</sup> day of October, 2006, by the co-owners of Applewood Park Villas Association.

The number of co-owners entitled to vote in respect of such amendment, the co-owners voting in favor of the adoption of such amendment, and the co-owners voting against such adoption are as follows:

Co-owners entitled to vote:	<u>80</u>
Co-owners voting in favor:	<u>62</u>
Co-owners voting against:	<u>02</u>

CERTIFICATE

Applewood Park Villas Association does hereby certify that the attached Amendment to the Declaration of Applewood Park Villas was duly adopted by the Board of Directors and the co-owners of Applewood Park Villas Association.

APPLEWOOD PARK VILLAS  
ASSOCIATION.

BY:

William E. Bowling  
(William E. Bowling) President

ATTEST:

Liz Radcliff  
(Liz Radcliff)

Secretary

**FILED  
AUDITOR**

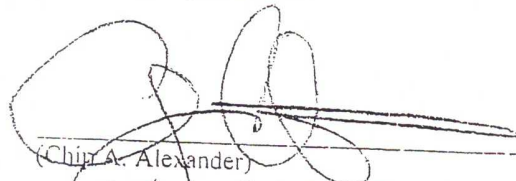
NOV - 6 2006

Jane Lasater  
DELAWARE CO. AUDITOR

STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, the undersigned notary public, in and for said County and State, this 25<sup>th</sup> day of October, 2006, came William E. Bowling, President, and Liz Radcliff, Secretary, of Applewood Park Villas Association, and acknowledged the execution of the foregoing document.

Witness my hand and notarial seal.

  
(Chip A. Alexander)  
Notary Public Resident  
of Delaware County  
my commission expires  
10-18-2008



This instrument prepared by Chip A. Alexander, Attorney at Law. "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Chip A. Alexander."



Exhibit "A"

AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP OF APPLEWOOD PARK VILLAS ASSOCIATION, INC.

1. Article X, Use Restrictions, 10.9 is hereby amended as follows:

10.9 For sale or open house signs may be displayed as provided for in the By-Laws of the Applewood Park Villas. "B"

2. Article XI, Amendments to Declaration, 11.2 is hereby amended as follows:

11.2 This Declaration may be amended or supplemented by the affirmative vote of those Unit Owners entitled to exercise 51% of the total voting power of the Association, cast in person, or by proxy, at a meeting duly called and held in accordance with the By-Laws of the Association. No such amendment shall be effective unless recorded in the office of the Recorder of Delaware County, Indiana. "C"



\* 2010R15656 \*

2010R15656

JANE LASATER

DELAWARE COUNTY RECORDER

RECORDED ON

09/29/2010 10:03:21AM

REC FEE: 15.00

PAGES: 3

AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP OF APPLEWOOD PARK VILLAS

This Amendment to the Declaration of Horizontal Property Ownership of Applewood Park Villas, is made by the co-owners of said Condominiums;

WHEREAS, the Declaration of Horizontal Property Ownership of Applewood Park Villas, was filed in the Recorder's Office of Delaware County, Indiana, at HPR Book 1993, at pages 81-123 thereof;

AND WHEREAS, said Declaration provides that it can be amended by a vote of 51% of the co-owners of the Applewood Park Villas Association, Inc.;

AND WHEREAS, on September 14, 2010, the Applewood Park Villas Association, Inc. co-owners approved an amendment to said Declaration;

NOW, THEREFORE, the Declaration of Applewood Park Villas is hereby amended as follows:

(See Exhibit "A" Attached Hereto)

IN WITNESS WHEREOF, this Amendment to the Declaration of the Applewood Park Villas was adopted on the 14<sup>th</sup> day of September, 2010, by the co-owners of Applewood Park Villas Association, Inc.

The number of co-owners entitled to vote in respect to such amendment, the co-owners voting in favor of the adoption of such amendment, and the co-owners voting against such adoption are as follows:

Co-owners entitled to vote:	<u>80</u>
Co-owners voting in favor:	<u>45</u>
Co-owners voting against:	<u>5</u>

CERTIFICATE

Applewood Park Villas Association, Inc. does hereby certify that the attached Amendment to the Declaration of Applewood Park Villas was duly adopted by the Board of Directors and the co-owners of Applewood Park Villas Association, Inc.

APPLEWOOD PARK VILLAS  
ASSOCIATION INC.

BY:

Ernest Dean Cross  
(Ernest Dean Cross) President

ATTEST:

Donna Catron  
(Donna Catron) Secretary

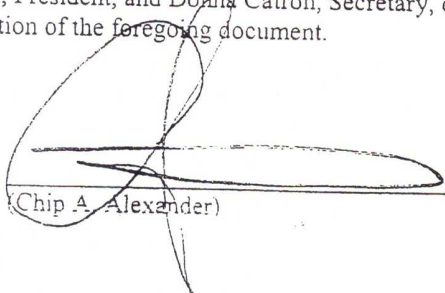


STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, the undersigned notary public, in and for said County and State, this 28<sup>th</sup> day of September, 2010, came Ernest Dean Cross, President, and Donna Catron, Secretary, of Applewood Park Villas Association Inc., and acknowledged the execution of the foregoing document.

Witness my hand and notarial seal.



  
(Chip A. Alexander)

This instrument prepared by Chip A. Alexander, Attorney at Law. "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Chip A. Alexander."

Exhibit "A"

AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP OF APPLEWOOD PARK VILLAS

1. Article X, Use Restrictions, 10.2 is hereby amended as follows:

10.2 No Unit shall be rented by the Owner thereof unless the Owner shall have first lived in said Unit for a period of one year. In case of extreme hardship the Board of Directors, in their sole and absolute discretion, may waive said one year residency requirement. No Leases shall be for a term of less than one year. All prospective tenants must be approved in writing by the Board of Directors at least 30 days prior to occupancy. The Board of Directors shall have the absolute discretion to reject any prospective tenant so long as such rejection is not based upon race, religion, creed, age or national origin.

"A"



Chip Alexander  
32  
10/6

2014R11593  
JANE LASATER  
DELAWARE COUNTY RECORDER  
RECORDED ON  
10/06/2014 12:51 PM  
REC FEE: 16.00  
PAGES: 3

AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP OF APPLEWOOD PARK VILLAS

This Amendment to the Declaration of Horizontal Property Ownership of Applewood Park Villas, is made by the co-owners of said Condominiums;

WHEREAS, the Declaration of Horizontal Property Ownership of Applewood Park Villas, was filed in the Recorder's Office of Delaware County, Indiana, at HPR Book 1993, at pages 81-123 thereof;

AND WHEREAS, said Declaration provides that it can be amended by a vote of 51% of the co-owners of the Applewood Park Villas Association, Inc.;

AND WHEREAS, on September 13, 2013, the Applewood Park Villas Association, Inc. co-owners approved an amendment to said Declaration;

NOW, THEREFORE, the Declaration of Applewood Park Villas is hereby amended as follows:

(See Exhibit "A" Attached Hereto)

IN WITNESS WHEREOF, this Amendment to the Declaration of the Applewood Park Villas was adopted on the 13<sup>th</sup> day of September, 2013, by the co-owners of Applewood Park Villas Association, Inc.

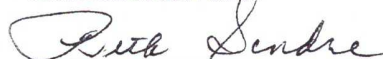
That the co-owners approved said amendments by a majority vote.

CERTIFICATE


Applewood Park Villas Association, Inc. does hereby certify that the attached Amendment to the Declaration of Applewood Park Villas was duly adopted by the Board of Directors and the co-owners of Applewood Park Villas Association, Inc.

APPLEWOOD PARK VILLAS  
ASSOCIATION INC

BY:

  
(Beth Sendre) President

ATTEST:

  
(Jan Segedy) Secretary



STATE OF INDIANA, DELAWARE COUNTY, SS:

Before me, the undersigned notary public, in and for said County and State, this 3 day of October, 2014, came Beth Sendre, President, and Jan Segedy, Secretary, of Applewood Park Villas Association Inc., and acknowledged the execution of the foregoing document.

Witness my hand and notarial seal.



*Carrie A. Winningham*  
Carrie A. Winningham  
Notary Public

This instrument prepared by Chip A. Alexander, Attorney at Law. "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Chip A. Alexander."



## AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP OF APPLEWOOD PARK VILLAS

Article X, Use Restrictions, 10.2 is hereby amended as follows:

10.2 Any Unit purchased after September 12, 2013, shall not be rented by the Owner. Any Unit purchased on or before September 12, 2013, may not be rented by the Owner thereof unless the Owner shall have first lived in said Unit for a period of one year. In case of extreme hardship the Board of Directors, in their sole and absolute discretion, may waive said one year residency requirement. No Leases shall be for a term of less than one year. All prospective tenants must be approved in writing by the Board of Directors at least 30 days prior to occupancy. The Board of Directors shall have the absolute discretion to reject any prospective tenant so long as such rejection is not based upon race, religion, creed, age or national origin.

Article V, Obligations of the Owners, Section 3, Insurance, is hereby amended by amending (a) as follows:

(a) Units. It is the responsibility of the Unit Owners to provide and maintain appropriate insurance coverage for personal property. Also, every Unit Owner is required to purchase and continue in effect not less than \$500,000.00 in public liability insurance with the Applewood Park Villas Association, Inc., as an "additional insured" or "3<sup>rd</sup> party insured" and to provide proof of such coverage to the Board of Directors of the Association.