

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property Regime and Acknowledgment of Lien” which is attached hereto as “Exhibit G” (hereafter, “Grant”). After the Owner’s execution of the Grant, a duly authorized officer of the Association shall execute the same and record it (along with the exhibits thereto) with the Office of the Recorder of Marion County, Indiana. All of the terms and conditions set forth in any such executed and recorded Grant are incorporated by this reference into these Amendments to the Restated Declaration, as well as the Restated Declaration.

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

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

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

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

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

WINDRIDGE CO-OWNERS ASSOCIATION, INC.

By: (s) Karen Rasmussen
Karen Rasmussen, President

Attest:

(s) Carolyn M. Jourdan
Carolyn M. Jourdan, Secretary¹

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

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

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

(s) Madonna L. Bivens
Notary Public-Signature

Madonna L. Bivens
Printed

My Commission Expires: October 22, 1999

County of Residence: Marion

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