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First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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**FIRST AMENDMENT AND FIRST SUPPLEMENT TO
DECLARATION OF 110 EAST WASHINGTON STREET
HORIZONTAL PROPERTY REGIME**

This First Amendment and First Supplement to Declaration of 110 East Washington Street Horizontal Property Regime (the "First Amendment"), made and entered into as of the 14 day of May, 2002, by 110 East Washington Street, LLC, an Indiana limited liability company (the "Declarant") for itself, and on behalf of its successors, grantees, and assigns, WITNESSETH THAT:

WHEREAS, Declarant executed that certain Declaration of 110 East Washington Street Horizontal Property Regime dated October 16, 2001, and recorded on February 26, 2002, as Instrument No. 2002-0037813 in the Office of the Recorder of Marion County, Indiana (the "Declaration");

WHEREAS, Declarant caused those certain plans for 110 East Washington Street to be recorded on February 26, 2002, as Instrument No. 2002-0037812 in the Office of the Recorder of Marion County, Indiana (the "Initial Plans");

WHEREAS, Paragraph 21 of the Declaration provides that Declarant shall have the right to expand the Property and 110 East Washington Street to include additional portions of the Real Estate and to subject additional portions of the Real Estate to the terms and provisions of the Declaration by recording with the Recorder of Marion County, Indiana, an amendment or supplement to the Declaration;

WHEREAS, Declarant is the holder of legal title to the real estate in Marion County, Indiana, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Additional Land"), and the Additional Land constitutes a part of the Real Estate;

WHEREAS, Declarant desires to amend and supplement the Declaration to expand the Property and 110 East Washington Street to include the Additional Land and to reflect and reallocate the Percentage Interest of the Condominium Units in the Common Areas;

WHEREAS, Paragraph 14 of the Declaration provides that Declarant shall have the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so changed or altered;

WHEREAS, Declarant is the owner of Condominium Units 1A, 3A, 3B, 9A and 9B and has changed the interior design and arrangement of such Condominium Units and/or altered the boundaries of such Condominium Units;

WHEREAS, there are balconies attached to particular Condominium Units which constitute Limited Areas, but which were not identified on the Initial Plans as Limited Areas;

WHEREAS, Declarant has caused, or will cause, the Initial Plans to be amended and supplemented by the recordation of supplemental plans to correctly identify balconies which are attached or adjacent to a particular Condominium Unit as Limited Areas, reflect the change in the interior design and arrangement of Condominium Units 1A, 3A, 3B, 9A and 9B, and reflect the new boundaries of the Condominium Units; and

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WHEREAS, Subparagraph 18 (g) of the Declaration provides that Declarant shall have the right, acting alone and without the consent or approval of the Co-owners, the Corporation, the Board of Directors, any Mortgagees or any other person at any time prior to the Applicable Date, to amend or supplement the Declaration from time to time if such amendment or supplement is necessary to clarify Declarant's original intent or implement any changes in 110 East Washington Street permitted to be made by Declarant under the Declaration.

NOW, THEREFORE, Declarant, in accordance with the provisions of the Declaration, makes this First Amendment and hereby amends and supplements the Declaration in the manner hereinafter provided:

1. Definitions. All terms used in this First Amendment with initial capital letters (and not otherwise defined in this First Amendment) shall have the meanings herein as in the Declaration.
2. Expansion. Declarant hereby expressly declares that (a) the Additional Land, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to and become a part of the Property and 110 East Washington Street, and be subject to the provisions of the Declaration (as the same may be amended or supplemented from time to time as therein provided); (b) the Tract and Property are hereby expanded to include the Additional Land, all as if the same had originally been included therein; and (c) Exhibit A to the Declaration is hereby amended to include the Additional Land. The Additional Land shall be hereafter held, sold and conveyed subject to the covenants, conditions, easements and restrictions of the Declaration (as the same may be amended from time to time as therein provided).
3. Exhibit D. Exhibit D to the Declaration is amended and restated in its entirety and replaced with Exhibit D to this First Amendment.
4. Effect of Amendment. The provisions of this First Amendment shall be covenants running with the land and shall be binding upon all persons and entities from time to time having a right, title and interest in the Property or any part thereof and all persons claiming under them, as more particularly provided in the Declaration.
5. Declaration Continuous. Except as expressly amended by this First Amendment, the terms and provisions of the Declaration shall remain in full force and effect. All Exhibits to this First Amendment are incorporated herein by this reference.
6. Cross-reference. This First Amendment shall be cross-referenced to the Declaration, which was recorded as Instrument No. 2002-0037813 in the Office of the Recorder of Marion County, Indiana, and to the Initial Plans, which were recorded as Instrument No. 2002-0037812 in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the day and year first above written.

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

422045 MAY 22 8

DULTY DESIGNED FOR SEPARATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

110 EAST WASHINGTON STREET, LLC

By: [Signature]
Printed: James A. Siegel
Title: Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared James A. Siegel, the Manager of 110 East Washington Street, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 14 day of May, 2002.

[Signature]
Notary Public
KENY D. DAVIS
Printed

I am a resident of _____ County, Marion
My commission expires: _____
Notary Public - State of Indiana
My Commission Expires:
September 24, 2007

This instrument was prepared by Joseph M. Scimia, Attorney at Law, Baker & Daniels, 600 East 96th Street, Suite 600, Indianapolis, Indiana 46240.



INSTRUMENT APPROVED
BY
CENTER TOWNSHIP ASSESSOR

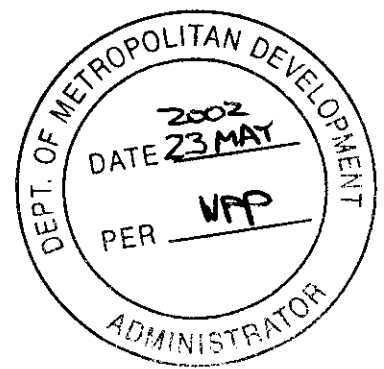


Exhibit A

110 East Washington Street Legal Description of the Additional Land

Part of Lot 8 in Square 57 of the Donation Lands of the City of Indianapolis, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of said Lot 8 thence N 00 degrees 03 minutes 35 seconds W along the West line of said Lot a distance of 118.56 feet, to the POINT OF BEGINNING; thence, continuing along the West line of said Lot N 00 degrees 03 minutes 35 seconds W a distance of 45.00 feet; thence, N 89 degrees 57 minutes 36 seconds E a distance of 45.00 feet; thence, S 00 degrees 03 minutes 35 seconds E, parallel with said West line, a distance of 45.00 feet; thence, S 89 degrees 57 minutes 36 seconds W a distance of 45.00 feet to the POINT OF BEGINNING.



EXHIBIT D

Percentage Interest for each Condominium Unit

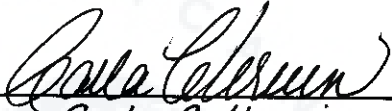
Condominium Unit	Condominium Unit Area (square feet)	Percentage Interest of Condominium Unit in the Common Areas
1A	8546.24	18.380%
3A	1500.74	3.220%
3B	1063.96	2.280%
4A	1359.93	2.925%
4B	1300.79	2.800%
5A	1359.93	2.925%
5B	1300.79	2.800%
6A	1359.93	2.925%
6B	1300.79	2.800%
7A	1359.93	2.925%
7B	1300.79	2.800%
8A	1359.93	2.925%
8B	1300.79	2.800%
9A	2924.96	6.290%
10A	1359.93	2.925%
10B	1300.79	2.800%
11A	1359.93	2.925%
11B	1300.79	2.800%
12A	1359.93	2.925%
12B	1300.79	2.800%
13A	1359.93	2.925%
13B	1300.79	2.800%
14A	1359.93	2.925%
14B	1300.79	2.800%
15A	2924.96	6.290%
16A	2924.96	6.290%

CONSENT OF MORTGAGEE

The undersigned, Star Financial Bank, being the holder of an existing mortgage and other security on the Additional Land described in the above and foregoing First Amendment and First Supplement to Declaration of 110 East Washington Street Horizontal Property Regime hereby consents to the recording of the above and foregoing First Amendment and First Supplement to Declaration of 110 East Washington Street Horizontal Property Regime and the submission of the Additional Land described therein to the provisions of the Horizontal Property Law of the State of Indiana as provided therein, and further agrees that its mortgage and other security with respect to the Additional Land shall be subject to the provisions of the Act and the Declaration of 110 East Washington Street Horizontal Property Regime and Exhibits attached thereto and the documents incorporated therein, as amended and supplemented by the above and foregoing First Amendment and First Supplement to Declaration of 110 East Washington Street Horizontal Property Regime; provided, however, except and to the extent that the mortgage and other security are modified by this Consent, such mortgage and other security shall remain in full force and effect.

EXECUTED this 22 day of May, 2002.

Star Financial Bank

By: 
Printed: Carla C. Urwin
Title: V.P., Commercial Loan Officer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Carla C. Urwin, the VP, Commercial Loan Officer of Star Financial Bank, and who acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said Star Financial Bank.

WITNESS my hand and Notarial Seal this 22 day of May, 2002.

Norma Haag
Notary Public

Norma J. Haag
(Printed Signature)

My Commission Expires: Jan. 16, 2008
My County of Residence: Hendricks

