THIS DECLARATION made this 12th day of January, 1967, by
THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA (hereinafter called
"Declarant"),

WITNESSETH:

WHEREAS, Declarant THE COLLEGE LIFE INSURANCE COMPANY OF
AMERICA is the owner or has valid contracts to purchase the real
property described in Article II of this Declaration and desires
to create thereon a residential community with permanent parks,
playgrounds, open spaces, and other common facilities for the bene-
fit of the community, to be known as NORTH WILLOW FARMS; and

WHEREAS, Declarant desires to provide for the preservation
of the values and amenities in development of said land into a
community, for the maintenance of parks, playgrounds, open spaces
and other common facilities; and, to this end, desires to subject
the real property described in Article II, together with such
additions as may hereafter be made thereto (as provided in Article
II) to the covenants, restrictions, easements, assessments and
liens, hereinafter set forth, each and all of which is and are for
the benefit of said property and each owner thereof; and

WHEREAS, there has been incorporated under the laws of the
State of Indiana, as a non-profit corporation, North Willow Club,
Inc., for the purpose of exercising the functions aforesaid; and,

WHEREAS, Declarant deems it desirable, for the efficient
preservation of the values and amenities in said community, to dele-
gate and assign the powers of maintaining and administering the
community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created to be paid North Willow Club, Inc.; and,

NOW, THEREFORE, "Declarant" declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
Definitions

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Corporation" shall mean and refer to North Willow Club, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown and so designated on the plat of any recorded subdivision plat of "The Properties" and intended to be devoted to the common use and enjoyment of the owners of "The Properties".

(d) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of "The Properties" with the
exception of "Common Properties" as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon "The Properties", but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II
Property Subject to This Declaration; Additions Thereof

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is known and designated as North Willow Farms and Additions thereto, which is located in Washington Township, Marion County, Indiana, and contained within the legal description, marked Exhibit A, attached hereto, and by this reference incorporated herein; all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Easement to Owner. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the "Common Properties", and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3. Covenant to Convey. Declarant hereby covenants and declares that all areas designated "Common Properties" within any recorded plat of any of "The Properties" as hereinbefore defined
in Exhibit A are to be conveyed to the Corporation by a special warranty deed free and clear of all liens and encumbrances except the lien of current taxes and easements and restrictions of record, and any legal highways or rights-of-way.

Section 4. Additions to Existing Property.

(a) Mandatory Additions. Declarant now owns valid contracts entitling it to purchase the real estate described in Exhibit B, attached hereto, and by this reference incorporated herein.

Declarant hereby covenants that it will from time to time and under and pursuant to said Contracts consummate the purchase of all of the real estate described in said Exhibit B and will, upon acquiring title thereto, subject the same to the provisions hereof.

Said real estate described in Exhibit B, or any part thereof, shall automatically be made subject to this Declaration at the time Declarant perfects title to said land and place same. Declarant further covenants to execute an acknowledgement in recordable form which describes the particular parcel, or parcels, of real estate and that are thereby made subject to the provisions hereof, and Declarant may file such acknowledgement without securing the consent of the Corporation, or any of its members, or any person whatsoever.

(b) Annexation of Other Additions to Existing Property

By Corporation. Additional lands may become subject to this Declaration in the following manner:
(1) Upon approval in writing of the Corporation pursuant to a vote of its members as provided in Article VI of the Articles of Incorporation, the Owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file a record of Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such supplementary declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(2) Upon a merger or consolidation of the Corporation with another corporation as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties,
rights and obligations of the Corporation as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this declaration with the Existing Property except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Corporation

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is part of The Properties and which is subject by covenants of record to assessment by this Corporation shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in this Article III, Section 1, with the exception of THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Article III, provided, however, that the Class B membership shall
be automatically cancelled and cease to exist after five (5) years from the date of incorporation.

ARTICLE IV

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within "The Properties" hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of North Willow Farms, and, in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the "Common Properties" and of the homes situated upon the properties.
Including, but not limited to, the payment of taxes and insurance for the "Common Properties", the grass cutting, yard maintenance and snow removal of the "Common Properties" and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the "Common Properties". The assessment shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of "The Properties" and/or the individual Dwelling Units as the Board of Directors may, by appropriate action, from time to time authorize.

Section 3. Basis and Maximum of Annual Assessments. Until November 1, 1971, the annual assessment shall be $75.00 per lot for maintenance of the "Common Properties", payable monthly on the first day of each calendar month commencing the first day of the calendar month following the execution and delivery of a deed of title to any Lot in North Willow Farms, together with a Class A membership certificate in North Willow Club, Inc. Mortgagors of residential improvements in North Willow Farms are expressly authorized to act as agent for the collection of such assessments, but all sums so collected shall be tendered over to North Willow Club, Inc., within thirty (30) days from receipt thereof unless, by written agreement with North Willow Club, Inc., other arrangements for remittance are made. From and after November 1, 1971, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department...
of Labor, Washington, D.C.) for the preceding month of July as compared to said price index twelve months prior thereto. From and after November 1, 1971, the maximum annual assessment may be increased by a vote of the members above that established by the Consumer Price Index formula for the next succeeding two (2) years, and at the end of each such period of two (2) years for each such succeeding period of two (2) years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to such members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which North Willow Club, Inc., is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the "Common Properties", including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.
Section 5. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2, hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first duly called meeting of any meeting of the membership as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.
Section 7. Date of Commencement of Annual Assessments;

Due Dates. Payment of annual assessments provided for herein shall be at the time and in the manner prescribed in Section 3 of Article IV above.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Assessments - Miscellaneous. At such time as any annual assessment is changed as herein provided, the Board of Directors of the Corporation shall fix the date of commencement of the revised assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments; the Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the
then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a
mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagor shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE V

General Provisions

Section 1. The covenants and restrictions of this declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by North Willow Club, Inc., or the Owner of any land subject to this declaration, his respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages and against the land or to enforce any lien to recover assessments created by these covenants; and failure by North Willow Club, Inc., or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA, Declarant, has caused this document to be executed the day, month and year first mentioned.

THE COLLEGE LIFE INSURANCE COMPANY OF AMERICA

[Signature]

STATE OF INDIANA } SS:
COUNTY OF MARION }
Indians, by John Robb Emerson and George R. Jeffrey, its Vice President, and Secretary, respectively, who, for and in behalf of said Company, acknowledge the execution of the foregoing Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 14th day of January, 1969.

[Signature]

[Notary Public Seal]

This Instrument Prepared By:

William F. Lemond
Attorney at Law
412 Union Federal Bldg.
Indianapolis, Indiana
Phone: 635-6500
EXHIBIT "A"

"THE PROPERTIES"

North Willow Farms

Part of the Southeast Quarter of Section 16, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning on the East line of the said Quarter Section, North 00° 58 minutes 35 seconds East 800.00 feet from the Southeast Corner of the said Quarter Section; thence North 00° 58 minutes 35 seconds East along the East line of the said Quarter Section 521.32 feet; thence North 89° 57 minutes 42 seconds West parallel with the South line of the said Quarter Section 777.90 feet; thence North 00° 58 minutes 35 seconds East parallel with the East line of the said Quarter Section 297.36 feet; thence North 89° 01 minutes 25 seconds West 662.13 feet; thence South 46° 54 minutes 12 seconds West 60.08 feet; thence South 49° 05 minutes 48 seconds East 290.00 feet; thence South 66° 04 minutes 33 seconds East 90.70 feet; thence South 39° 35 minutes 08 seconds East 60.91 feet; thence South 29° 59 minutes 12 seconds West 187.92 feet; thence South 81° 34 minutes 10 seconds West 74.77 feet; thence South 36° 34 minutes 12 seconds West 131.43 feet; thence South 69° 07 minutes 53 seconds West 55.33 feet; thence South 79° 00 minutes 00 seconds West 249.95 feet; thence South 13° 13 minutes 00 seconds West 306.73 feet; thence South 66° 03 minutes 42 seconds East 164.71 feet; thence South 86° 31 minutes 25 seconds East 131.98 feet; thence South 46° 11 minutes 26 seconds East 65.63 feet; thence South 09° 58 minutes 35 seconds West 176.83 feet; thence South 89° 01 minutes 25 seconds East 10.00 feet; thence South 00° 58 minutes 35 seconds West 146.21 feet; thence North 89° 09 minutes 38 seconds East 80.03 feet; thence South 00° 19 minutes 02 seconds East 221.25 feet to the Southeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 16; thence South 89° 57 minutes 42 seconds East along the South line of the said Quarter Section 262.61 feet to a point which is North 89° 57 minutes 42 seconds West, 1089.00 feet from the Southeast Corner of the said Quarter Section; thence North 00° 58 minutes 35 seconds East parallel with the East line of the said Quarter Section 800.00 feet; thence South 89° 57 minutes 42 seconds East parallel with the South line of the said Quarter Section 1089.00 feet to the place of beginning, containing 28.000 acres, more or less.

Subject to all legal highways and rights of way.

The foregoing description includes all the lots and streets in "North Willow Farms, First Section", recorded September 12, 1966, Instrument 866-47205, in the Office of the Recorder of Marion County, Indiana.
EXHIBIT "B"

"THE PROPERTIES"

North Willow Farms

Part of the South Half of Section 16, Township 17 North, Range 3
East in Marion County, Indiana, more particularly described as
follows:

Beginning on the East line of the Southeast Quarter of the said
Section, North 00° 58 minutes 35 seconds East, 800.00 feet from
the Southeast Corner of the said Southeast Quarter Section; thence
North 00° 58 minutes 35 seconds East along the East line of the
said Southeast Quarter Section 521.32 feet; thence North 89° 57
minutes 42 seconds West parallel with the South line of the said
Southeast Quarter Section 777.90 feet; thence North 00° 58 minutes
35 seconds East parallel with the East line of the said Southeast
Quarter Section 1341.85 feet to the North line of the said South-
east Quarter Section; thence North 89° 50 minutes 48 seconds West
along the North line of the said Southeast Quarter Section 1896.92
feet to the Northwest Corner of the said Southeast Quarter Section;
thence North 89° 51 minutes 00 seconds West along the North line of
the Northwest Corner of the said Section 2666.97 feet to the North-
west Corner of the said Section; thence South 00° 46 minutes 07
seconds West along the West line of the said Southeast
Quarter Section 1074.92 feet to a point which is North 00° 46 min-
utes 07 seconds East, 1591.70 feet from the Southwest Corner of the
said Section; thence South 00° 00 minutes 00 seconds East parallel
with the South line of the said Southeast Quarter Section 1123.00
feet; thence South 00° 46 minutes 07 seconds West parallel with the
West line of the said Southeast Quarter Section 1074.12 feet; thence
North 89° 50 minutes 19 seconds East 1623.25 feet; thence North 46°
54 minutes 12 seconds East 701.60 feet; thence South 00° 00 minutes
00 seconds 229.45 feet; thence South 00° 04 minutes 00 seconds East
233.96 feet; thence South 40° 00 minutes 00 seconds East 236.72 feet;
thence South 57° 00 minutes 00 seconds East 216.50 feet; thence North
89° 49 minutes 56 seconds East 104.21 feet to the Northwest Corner
of real estate conveyed to Ruby F. St. Clair per deed recorded July
18, 1958, in Deed Record 1712, Instrument #3491, in the Office of
the Recorder of Marion County, Indiana; thence North 89° 49 minutes 56
seconds East along the North line of the said Ruby F. St. Clair real
estate 264.00 feet; thence South 00° 10 minutes 02 seconds East along
the East line of the said Ruby F. St. Clair real estate 221.25 feet
to the Southeast Corner of the Southeast Quarter of the said
Southeast Quarter of the said Section; thence South 89° 57 minutes 42
seconds East along the South line of the Southeast Quarter of the said
Section 242.61 feet to a point which is North 89° 57 minutes 42 seconds West
1089.00 feet from the Southeast Corner of the said Southeast Quarter
Section; thence North 00° 58 minutes 35 seconds East parallel with
the East line of the said Southeast Quarter Section 800.00 feet;
thence South 89° 57 minutes 42 seconds West parallel with the South
line of the said Southeast Quarter Section 1089.00 feet to the place
of beginning, containing 209.334 acres, more or less.
Excepting, that property designated Exhibit "A", attached hereto and by this reference incorporated herein.

Subject, however, to highways and rights of ways.
APPENDIX TO DECLARATION
OF COVENANTS AND RESTRICTIONS

THIS APPENDIX to a certain instrument entitled
"Declaration of Covenants and Restrictions", executed by
The College Life Insurance Company of America as "Declarant"
on the 12th day of January, 1967, recorded January 18, 1967,
as Instrument #67-2143 in the Office of the Recorder, Marion
County, Indiana,

WITNESSETH:

WHEREAS, Declarant, under and pursuant to said "Declaration
of Covenants and Restrictions", set aside certain land
designated, or to be designated in the plat or plats thereof,
as "Common Properties" which Common Properties are to be owned
and maintained by North Willow Club, Inc. (an Indiana not-for-
profit corporation) for the use and benefit of owners of "Lots"
platted from land subject to said "Declaration of Covenants and
Restrictions"; and

WHEREAS, each owner of any "Lot" subject to said
"Declaration of Covenants and Restrictions" is, according to
the terms thereof, a member of the said North Willow Club, Inc.; and

WHEREAS, Declarant imposed certain burdens of liens
and assessments on lots of land as defined in said Declaration
to assure the continuous and adequate maintenance of the "Common
Properties"; and

WHEREAS, Paragraph (d) of Article I of said Declaration
defines a "Lot" and Section One of Article III defines voting
rights of "Lot" owners in the control and management of the
"Common Properties" created for the mutual use and benefit of
homeowners in North Willow Farms; and

67 54663
WHEREAS, it has been necessary to re-subdivide and combine certain "Lots" in North Willow Farms - First Section (plan recorded September 12, 1966 - Instrument #66-47205 - Recorder's Office - Marion County, Indiana) into larger tracts, which re-subdivision of "Lots" has created an ambiguity with respect to the assessments imposed thereon and the voting rights of the owners thereof under said original "Declaration of Covenants and Restrictions"; and

WHEREAS, the Declarant, and the North Willow Club, Inc., and all of the members of North Willow Club, Inc., (they constituting all of the owners of real estate subject to said original "Declaration of Covenants and Restrictions") deem it to be in the best interests of the North Willow Farms community that said ambiguity be resolved and a reasonable formula established for future additions to the said community in the event further subdivision of "Lots" should be necessary or advisable in the future;

NOW, THEREFORE, Paragraph (d) of Section 1 of Article I of a certain "Declaration of Covenants and Restrictions" (recorded January 18, 1967 in the Office of the Recorder of Marion County, Indiana, as Instrument #7-2343) is hereby modified to read as follows:

"Lot" shall mean and refer to (1) any numbered plot of land shown upon any recorded plat of "The Properties"; or (2) any tract of land not more than 125 feet in width measured at the front lot line, which consists of portions of one or more of such numbered plots, which is improved or is to be improved as a residential lot with one single-family dwelling and accessory buildings, but excepting "Common Properties" as heretofore defined. Width measured at the front lot line in the case of corner lots abutting two streets shall be construed as the narrowest width on either street frontage; provided, however, the following described property shall also be regarded as one "Lot": Lot Twenty-one (21) in North Willow Farms - First Section as recorded September 12, 1966, Instrument #66-47203.
in the Office of the Recorder of Marion County, Indiana, together with fifteen feet (15') by parallel lines off the entire South side of Lot #70 in said North Willow Farms - First Section.

In all other instances where a re-subdivision or combining of two or more platted lots in North Willow Farms and the various Additions thereof exceed 135' in width measured at the front lot line, then the owner or owners thereof shall be entitled to two voting rights and shall be subject to two assessments and charges as defined in the "Declaration of Covenants and Restrictions."

The undersigned persons executing this instrument for and on behalf of the Declarant, The College Life Insurance Company of America, hereby certify that they are duly elected officers of the said Corporation and that they have been duly empowered by a proper Resolution of the Board of Directors of said Corporation to execute and deliver this instrument.

The undersigned officers of North Willow Club, Inc., certify that they are duly elected officers of said Corporation and that they have been duly authorized to execute this instrument for and on behalf of North Willow Club, Inc., and for and on behalf of the members thereof (they constituting all of the owners of property subject to the "Declaration of Covenants" herein modified) by proper Resolution of the Board of Directors of said Corporation, and by a certain Resolution which was unanimously adopted by the members of North Willow Club, Inc. at the Annual Membership Meeting of said Corporation, November 1, 1967, at which Meeting all of the members of said Corporation were continuously present in person or by proxy. A true copy of said Resolution is attached hereto, made a part hereof and marked "Exhibit A".

IN WITNESS WHEREOF, the Declarant, The College Life Insurance Company of America, and North Willow Club, Inc., in
its own behalf, and for and on behalf of its members, have executed this ADDENDUM TO DECLARATION OF COVENANTS AND RE-
STRICTIONS this 1st day of November, 1967.

THE COLLEGE LIFE INSURANCE COMPANY
OF AMERICA

By: Richard L. Cass
Vice President

ATTEST: George B. Jeffery
Secretary

NORTH WILLOW CLUB, INC.

By: Carl Anderson
President

ATTEST: William T. Kibbey
Secretary

67 54663
CERTIFIED COPY OF MEMBERSHIP RESOLUTION

I, William F. Lehond, certify that I am the duly elected, qualified and acting Secretary and Keeper of the Records and Corporate Seal of North Willow Club, Inc., a not for profit corporation organized and existing under and by virtue of the laws of the State of Indiana, and I further certify that the following Resolution is a true and correct copy of a certain Resolution unanimously adopted by the members of said Corporation at the Annual Membership Meeting thereof duly convened and held in accordance with applicable Law and the By-Laws thereof on the last day of November, 1967, at which meeting all of the members of said Corporation were at all times present in person or by proxy, and that said Resolution has never been rescinded or modified and is in full force and effect as hereafter exemplified.

RESOLUTION

BE IT RESOLVED, That the President and the Secretary be and they hereby are expressly authorized for and on behalf of the North Willow Club, Inc., and for and on behalf of the members thereof (they constituting all of the owners of property subject to a certain Declaration of Covenants and Restrictions recorded January 18, 1967 as Instrument 967-2413 in the Office of the Recorder of Marion County, Indiana) to execute a certain Addendum to said Declaration of Covenants and Restrictions redefining "lot" as described in Paragraph (a) of Section 1 of Article I thereof, which said Addendum was executed by the College Life Insurance Company of America on November 1, 1967.

As such Secretary, I further certify that as of the date hereof, the following are the duly elected, qualified and acting President and Secretary of North Willow Club, Inc.:

President  Ralph D. Cormack
Secretary    William F. Lehond

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this last day of November, 1967.

William F. Lehond
Secretary

"Exhibit A"

67 54663
STATE OF INDIANA } SS:
COUNTY OF MARION }

Before me, a Notary Public in and for said County and
State, personally appeared THE COLLEGE LIFE INSURANCE COMPANY
OF AMERICA, a duly chartered capital stock life insurance company
of the State of Indiana, by Burchard Carr and George B.
Jeffrey, its Vice President and Secretary, respectively, who,
for and on behalf of the said Company, acknowledged the execution
of the foregoing ADDENDUM TO DECLARATION OF COVENANTS AND RE-
STRICTIONS.

WITNESS my hand and Notarial Seal this 1st day of
November, 1967.

[Signature]
Virginia A. Lunn, Notary Public

My Commission Expires:
August 25, 1971

STATE OF INDIANA } SS:
COUNTY OF MARION }

Before me, a Notary Public in and for said County and
State, personally appeared NORTH WILLOW CLUB, INC., by Ralph D.
Cornelle and William F. Lefevre, its President and Secretary,
respectively, who acknowledged the execution of the foregoing
instrument.

WITNESS my hand and Notarial Seal this 1st day of
November, 1967.

[Signature]
Alberta L. Ridenour

My Commission Expires:
February 10, 1968

This instrument prepared by George B. Jeffrey

[Signature]