First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
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Subdivision Covenants and Restrictions

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COVENANTS

FOR

CONDOMINIUMS AT OLD FARM

HENDRICKS COUNTY
OLD FARM CONDOMINIUM
DECLARATION OF RESTRICTIVE COVENANTS

The undersigned, M. E. WELLS INC., as owners of Old Farm Condominium located in the Town Danville, Hendricks County, Indiana, do by this instrument declare and covenant, for themselves, their successors, assigns, legal representatives, and to and to any person, persons, corporations, bodies, associations, and/or anyone who may obtain title to said lots as to the following terms, stipulations, restrictions, conditions and covenants, to wit:

1. FULLY PROTECTIVE RESIDENTIAL AREA: The following covenants shall apply to all area in Old Farm Condominium, located in the town of Danville, Hendricks County, Indiana.

2. HOUSING USE: No portion of Old Farm Condominium shall be used for any purpose other than family residential dwellings.

3. DWELLING: All structures shall meet the Town of Danville building and zoning requirements. In addition to the above square footage requirements, each structure shall have an attached garage which is in conforming finish and design with the main structure. It is the responsibility of lot owner to provide sidewalks meeting Danville requirements.

4. ARCHITECTURAL DESIGN: No building shall be erected, placed or altered on any lot in this subdivision until the plans, specifications and plot plan showing the location of such building has been approved by an architectural control committee comprised of the undersigned owners of the herein described real estate, or their duly authorized representatives. The committee's approval or disapproval is required in these covenants shall be in writing. In the event that written approval is not given to the developer within twenty days from the date of submission it shall be deemed that the committee has disapproved the proposed plans.

5. BUILDING LOCATION: No building shall be located any nearer to the front property line than the minimum setback line as shown on the recorded plat. Said setback may be increased at the discretion of the Town of Danville.

6. DRAINAGE AND UTILITY EASEMENTS: The strips of ground marked drainage and utility easements are hereby reserved for the use of public utilities subject at all times to the proper authorities and to the easements herein granted and reserved. The drainage easements may be used by the proper authorities including the Town of Danville, Hendricks County, Ditch Board or by any of the several owners of this subdivision for the maintenance of surface drainage. In no situation shall any owner block the drainage along said drainage easements.

7. UTILITY BUILDING: No utility buildings are permitted in Old Farm Condominiums.

8. BUSINESSES: No merchandising building shall be erected, built, or placed upon any portion of the subdivision, nor any dwelling be used for any business of any nature.

9. NOISANCES: No noxious or offensive activity shall be carried out on any homesite, nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes, but is not limited to the operation of any motorized, moped or similar vehicle on any lot or premises within the boundaries of Old Farm Condominiums except while traveling to or from the owners' residence.

10. TEMPORARY STRUCTURES: No structure of a temporary character, mobile home, basement, tent, shed, garage, barn, or other out buildings shall be used upon any homesite at any time as a residence, either temporarily or permanently.

11. GARBAGE AND REFUSE: No garbage shall be used or maintained as a dumping ground for rubbish. Trash or other waste shall not be kept except in sanitary containers. All equipment for disposal or storage of garbage shall be kept in clean and sanitary condition and shall not be used to create an offensive sight or odor.

12. LANDSCAPING OF BUILDINGS: All buildings shall be landscaped by the contractor at

[Signature]

[City, State] 2/22/102

[Signature]

[City, State] 2/22/102

[City, State] 2/22/102

[City, State] 2/22/102
the time of construction of each unit. Any additional landscaping to be
done by the Condominium Home Owners Association only.

13. RESIDENCE EXTERIOR: All dwellings must be constructed with all

14. VEHICLE REGULATIONS: No vehicle of more than 3/4 ton hauling
capacity shall be parked on any homesite except while making a delivery
or pickup. No car, truck, or trailer that is not in operational
condition or is not in the current year's license plates may be
permitted to remain on any homesite unless kept within a building. No
cars, trucks, or trailers shall be parked on the streets of Old Farm
Condominiums except by guests during special activities if such parking
is not inconviening other residents.

15. ANIMALS: No animals, livestock, or poultry shall be raised, bred,
or kept on any homesite except that household pets may be kept provided
that they are suitably kept on lease and are not kept, bred, or
maintained for commercial purposes and do not create a nuisance.

16. SWIMMING POOLS: No swimming pools of any kind.

17. FENCES: No fences of any kind permitted.

18. STORAGE TANKS: Oil or gas storage tanks shall be either buried or
located in a residence or garage area so that they are completely
concealed from outside view.

19. DRIVEWAYS: All driveways shall be constructed of cement concrete at
the time of building home.

20. SIGNS: No sign of any kind shall be displayed to the public view
upon any homesite, except one sign of not more than five square feet,
advertising the property for sale, or rent, or signs used by a builder
to advertise the property during the construction and selling period.

21. ENFORCEMENT: If the owner of any home in Old Farm Condominiums
shall attempt to violate any of the covenants herein, it shall be lawful
for any owner to prosecute at any proceeding at law or prevent
him from doing so or to recover any damages or other dues for such
violation.

22. TERM: These covenants are to run with the land and shall be binding
on all parties claiming under them for a period of 25 years from the
date that these covenants are recorded, after which time said covenants
shall automatically be extended for successive periods of 10 years,
unless an instrument signed by a majority of the then owners of the lots
has been recorded agreeing to change said covenants in whole or in part.
However, at any time, an instrument signed by all owners may be change
any covenant.

23. SEVERABILITY: Invalidation of any one of these covenants by
judgment or in no way affect any of the provisions otherwise contained in this document and they shall remain in full force
and effect.

IN WITNESS WHEREOF: The said parties as owner and proprietor of the
above described Old Farm Condominiums, have hereunto set their
this Day of April, 1990.

STATE OF INDIANA
COUNTY OF HENDERICKS

Before me, the undersigned, a Notary Public in and for said County and
and State, personally appeared Maurice E. Wells as owner and proprietor of
the above described Subdivision, acknowledged the execution of the
above and foregoing Restrictive Covenants as their Voluntary Act and

WITNESS My Hand and Notarial Seal this 4th Day of March 1990.

Prepared by: Maurice E. Wells
DECLARATION ESTABLISHING A PLAN OF OWNERSHIP FOR THE CONDOMINIUM AT OLD FARM

WHEREAS, M. B. Wells, Inc., an Indiana Corporation, ("Grantor") owns certain real property herein described; and

WHEREAS, Grantor has improved or will improve such property by erecting certain structures and improving the site, all in accordance with the plans and specifications on record in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, Grantor establishes by this Declaration a plan for the individual ownership of the real property estate consisting of the area or space contained in each of the apartment units in the individual structures, and the co-ownership by the individual and separate owners thereof (" Owners"), as tenants in common of all the remaining real property ("Common Areas and Facilities"); to be governed by the provisions of Indiana Horizontal Property Law as now or hereafter amended;

NOW THEREFORE, Grantor, as fee owner of the real property described in Exhibit "A" hereto ("Property"), hereby submits the Property to the provisions of Indiana Horizontal Property Law and makes the following declaration as to division, covenants, restrictions, limitations, and uses to which the Property may be put. This Declaration shall constitute covenants to run with the land and shall be binding upon Grantor, its successors and assigns, and upon all subsequent Owners of all or any part of the real property and improvements, their grantees, successors, heirs, executors, administrators, devisors or assignees. Such covenants shall be enforceable by the Grantor by all such Owners, and by the City of Danville, Indiana.

1. Creation. Grantor, in order to establish a plan of condominium ownership for the Property Covenants and agrees that it divides the Property into the following separate freehold estates, collectively referred to herein as Condominium Units:

(a) Four (4) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each residential unit in the project ("Residential Units");

(b) Common areas serving exclusively one or more, but less than all of the Residences, including walkways, exterior surfaces and associated fixtures and doors, windows and entryways and other areas so designated on the Plans ("Limited Common Areas").
(c) The remaining portion of the real property, including the structures and the property, the land, roofs, main walls, slabs, unassigned parking spaces, community facilities, water tanks, trees, pavement, pipes, wires, conduits, air conditioners, ducts, and public utility lines ("Common Area and Facilities").

2. Interest in Common Areas. For purposes of this Declaration the ownership of each Condominium Unit shall include a 25% undivided interest in the common areas and facilities, attributable thereto, and each such unit together with such undivided interest in the common areas and facilities attributable thereto, shall be referred to herein as a "Condominium Unit."

3. Description of Building Unit. The Condominium Units hereby established and to be individually conveyed are described as follows: Four (4) two-bedroom/two bath apartments of approximately fourteen hundred (1,400) square feet each, with garages of approximately four hundred (400) square feet each.

4. Allocation of Percentage Interest in Common Areas. The undivided interest in the Common Areas and Facilities established herein that shall be included in and conveyed with each respective Condominium Unit is as set out in Paragraph 2 hereof. Such respective undivided interests, established and to be conveyed with the respective Condominium Units, cannot be changed except upon agreement of all the Owners and the recording of an amendment hereto, duly signed and acknowledged, or pursuant to the terms of an express reservation by Grantor of the right to change such interests as specified in Paragraph 15 of this Declaration, and Grantor, its successors and assigns covenant and agree that the undivided interests in the common areas and facilities, and the fee titles to the respective Condominium Units conveyed therewith, shall not be separated or separately conveyed, and that each undivided interest shall be deemed to be conveyed or encumbered with its respective Condominium Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Unit.

5. Allocation of Percentage Interest for Assessments and Voting. The proportionate shares of the separate Owners of the respective Condominium Units in the profits and common expenses of the Common Areas and Facilities, as well as the proportionate
representation for voting purposes in the Association of Owners established herein is based on the ratio that the square footage of each Condominium Unit bears to the total square footage of all Condominium Units. The square footage of the respective Condominium Units, their respective interests for voting purposes, and their proportionate shares in the common profits and expenses, is set out in Paragraph Five hereof.

6. Exhibits To Be Part Of Declaration. Exhibit A, together with the condominium floor plans of the Property, hereeto and made a part hereof as "Exhibit B", and the Articles and By-Laws of the Old Farm Condominium Owners Association, Inc. attached hereto and made a part hereof as "Exhibit C" shall be considered to be a part of this Declaration for all purposes; provided, however, that this shall not be deemed to preclude amendment of the By-Laws in accordance with the terms hereof.

7. Rights, Obligations, and Duties of Unit Owners. Grantor, its successors, and assigns, by this Declaration, and all future owners of the Condominium Units, by their acceptance of their deeds, covenant and agree as follows:

(a) The common areas and facilities 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 condominium.

(b) The Condominium Units shall be occupied and used by the respective Owners only as private dwellings for the Owner's family, tenants, and social guests, and for no other purpose.

(c) The Owner of the respective Condominium Units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective space, nor shall an Owner be deemed to own pipes, wires, conduits, or other public utility lines running through the respective Condominium Units which are utilized for or serve more than one Condominium Unit except as tenants in common with the other Condominium Unit Owners as herein provided. The Owner, however, shall be deemed to own the walls and partitions which are contained within such Owner's respective Condominium Unit; and also shall be deemed to own the inner, decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including but not limited to plaster, paint, and wallpaper.

(d) The Owners of the respective Condominium Units agree that if any portion of the Common Areas and Facilities encroaches thereon, a valid easement for improvement and for the maintenance of same, so long as it stands, shall and does exist. In the event any structure is partially or
totally destroyed, and then rebuilt, the Owners agree that
minor encroachment of parts of the common areas and
facilities due to such construction shall be permitted and
that a valid easement for such encroachment and the
maintenance thereof shall exist.

e) An Owner shall automatically, upon becoming Owner, be a
member of the Old Farm Condominium Owners Association, Inc.,
an Indiana Not-for-Profit Corporation ("Association"), and
shall remain a member until such time as such ownership
cesses for any reason, at which time such membership shall
automatically terminate.

(f) The Owners covenant and agree that the administration
of the Condominium shall be in accordance with the
provisions of this Declaration and the Articles and By-laws
of the Association.

g) Each Owner, tenant, or occupant of a Condominium Unit
shall comply with the provisions of this Declaration, and of
the Articles and By-Laws, as those may from time to time be
amended and decisions and resolutions of the Association or
its representative. Failure to pay assessments for Common
Expenses; or failure to comply with any such provisions,
decisions, or resolutions, shall be grounds for an action
for damages or for injunctive relief, or both. Such action
may include revocation of the right of membership in the
Association of Owners.

(h) This Declaration shall not be revoked except upon
unanimous consent of all Owners and mortgagees of all
Condominium Units; nor shall this Declaration be changed or
amended except in accordance with its terms or upon
unanimous consent of Owners and mortgagees of all
Condominium Units. No such revocation or amendment shall be
effective until an instrument evidencing such revocation or
amendment has been duly recorded.

(i) No Owner may exempt himself from liability for his
contribution towards the common expenses by waiver of the
use or enjoyment of any of the Common Areas and Facilities
or by the abandonment of his Condominium Unit.

(j) Real Estate taxes are to be separately assessed and
taxed to each Condominium Unit, and each Owner shall pay
promptly when due the real estate taxes attributable to such
Condominium Unit.

(k) Each Owner shall pay for his own utilities which are
separately metered. Utilities which are not separately metered, if any, shall be treated as part of the Common Expense.

(1) Each Owner shall pay to the Corporation at the time of the conveyance to such Owner an amount equal to thirteen monthly installments of the amount required to pay such Owner's pro-rata portion of the mutal casualty insurance policy provided for by paragraph 14 hereof based upon the budget for the current fiscal year and the Owner shall maintain such prepayment at all times.

8. Lien for Unpaid Assessments. All sums assessed by the Association but unpaid for the share of the Common Expense chargeable to any Condominium Unit shall constitute a lien on such Unit prior to all other liens, except only; (1) tax liens in favor of any unit of government or special taxing districts; and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by the Board of Directors, or its agent, acting on behalf of the Owners in the same manner as a mortgage of real property, as provided in the Indiana Horizontal Property Law. In any such foreclosure the Owner subject to such lien shall be required to pay a reasonable rental for the Condominium Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, or its agent, acting on behalf of all the Owners shall have the authority to bid at foreclosure sale, and to acquire and hold, lease, mortgage and convey the Condominium Unit. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

9. Past Due Assessments Where Title Acquired by Foreclosure or deed in Lieu of Foreclosure. Where the mortgagee under a first mortgage of record or other purchaser obtains title to a Condominium Unit as a result of foreclosure of the first mortgage, or by receipt of a deed in lieu of foreclosure, such purchaser, his successors and assigns shall not be liable for common expenses or assessments by the Association chargeable to such Condominium Unit which became due prior to the acquisition of title. Such unpaid expenses or assessments shall be deemed to be common expenses collectible from all of the Owners including each new Owner.

10. Past Due Assessments Where Title Acquired by Voluntary Conveyance. In a voluntary conveyance of a Condominium Unit the grantee shall be jointly and severally liable with the grantor for all unpaid assessments to the time of the grant or conveyance. Such joint liability shall be without prejudice to the grantor's right to recover from the grantor amounts paid by the grantee thereof. Such grantee shall be entitled to a statement from the Board of Directors of the Association or its agent setting out the amount of the unpaid assessments and such grantee shall not be liable for, nor shall the Condominium Unit
conveyed by subject to a lien for, any unpaid assessments in excess of the amount stated therein.

11. Rental. The Condominium Units shall not be rented by the Owners thereof for transient or hotel purposes, which purposes are defined as rental for any period less than one (1) year. Subject to these restrictions, Owners of the respective Condominium Units shall have the absolute right to lease such Condominium Units, provided that any such lease is made subject to the covenants and restrictions herein contained and to the Articles and By-Laws attached hereto. In the event an Owner abandons his Condominium Unit, the Owners Association shall have the right to enter, maintain and lease such Condominium Unit subject to the approval of the mortgagee, if any.

12. Reconstruction of Property. In the event the property is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be subject to the applicable provisions of the Indiana Horizontal Property Law then in effect. Notwithstanding the foregoing, until such time as all Condominium Units are sold, Grantor shall have the sole right to determine whether the property will be repaired, reconstructed or disposed of.

13. Acts of Association Binding on Owners. All agreements, resolutions and other actions lawfully taken by the Association shall be deemed to be binding on all Owners, their successors and assigns.

14. Insurance. The Board of Directors shall obtain comprehensive public liability insurance in such limits as it shall deem appropriate, together with workers' compensation insurance and other liability insurance, if deemed necessary or appropriate. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors, and any managing agent acting on behalf of the Association. Such insurance coverage shall also cover cross liability claims of one insured against the other.

The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

Each Owner shall have the right to purchase additional insurance be may deem necessary covering such Owner's personal property, and each Owner shall be solely responsible for loss or damage to the contents of his Condominium Unit, however caused. The Association shall have no liability to any Owner for loss or damage to the contents of any Condominium Unit.

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18. Reservation of Rights by Grantor. (a) Grantor reserves the right to change the interior design and arrangement of all Condominium Units and to alter the boundaries between them so long as Grantor owns the Condominium Units so altered and has not submitted such units to the provisions of the Indiana Horizontal Property Law.

(b) Grantor further reserves the right to add to this Condominium any or all of the land described in Exhibit D, together with the improvements thereon. It is Grantor's intention that the land and improvements shall be added to this Condominium in accordance with the following schedule and plan, as more particularly described in the plans attached hereto as Exhibit F and incorporated by reference herein:

Sections Two, Four and Five: Two (2) structures in Section Two; and one (1) structure each in Section Four and Section Five; with four (4) units in Section Two and two (2) units each in Section Four and Section Five; each phase, together with the Common Areas and Limited Common Areas appurtenant thereto.

TOTAL NUMBER OF ADDITIONAL UNITS IN ALL SECTIONS: 8
TOTAL NUMBER OF UNITS IN THE CONDOMINIUM REGIME IF ALL SECTIONS ARE BUILT: 12

Notwithstanding the foregoing, however, the right to add such additional land and improvements shall be exercisable at the sole discretion of the Grantor, subject only to the approval of the plan commission of the Town of Danville, who may elect to add none, all, or none of the property and improvements, without the consent or approval of all or any of the owners of the units. The option to add additional units shall expire five (5) years after the recording of this Declaration; provided that development of the property shall occur no later than two (2) years after such date.

(c) Upon addition of units to this Condominium, the percentage interests of each unit owner in the common areas and facilities for purposes of ownership, assessments, and voting, as specified in Paragraph 2 hereof, shall be readjusted based on the proportionate square footage that each original or additional apartment unit bears to the total square footage of all units, both original and additional.

(d) All additional structures, improvements, buildings, and units shall be compatible with existing units with respect to density, use, construction, and architectural style.

(e) Grantor hereby reserves the right to redesignate as limited common areas and facilities such portions of the common areas and facilities as are deemed necessary to provide the
additional units with facilities substantially similar to those designated for the use of the units described herein, including, but not limited to, garages and other parking spaces and patio areas. Grantor may designate common areas and facilities in such additional land and improvements and may redesignate such areas and facilities as limited common areas and facilities prior to the addition of all the land and improvements described herein or the expiration of the provisions of this paragraph, whichever first occurs.

(f) Grantor reserves the right to create easements within the original portion of the Condominium for the benefit of land or units to be added thereto. Grantor hereby reserves an easement in the original portion of this Condominium for access to such additional land during construction of the improvements described herein, and for performance of such activities in the original portion of this Condominium as shall be reasonably necessary in connection with such construction, including, but not limited to, the installation of drains, sewers, and utilities, and the modification oralteration of streets, sidewalks, fences and natural features.

(g) Any additions to this Condominium as provided herein shall be effective upon the recording of a duly executed amendment to this Declaration in accordance with the requirements of the Indiana Horizontal Property Law.

16. Covenants of Grantor. So long as Grantor, its successors and assigns, owns one or more of the Condominium Units established and described herein, Grantor, and its successors and assigns, shall be subject to the provisions of this Declaration and the Articles and By-laws attached hereto, and Grantor covenants to take no action which would adversely affect the rights of the Association, the members of such Association and their successors in interest, as their interests may appear.

17. Waiver of Damages. Neither Grantor, nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to it by or pursuant to this Declaration, or in Grantor's capacity as owner, developer, contractor, manager or seller.

18. Costs and Attorneys Fees. In any proceeding arising out of a failure by an Owner to make any payments required or to comply with any provision of the Act, the Declaration, the
Articles, the By-Laws, or the rules and regulations adopted pursuant thereto as such may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees and other costs of litigation incurred in connection with such default or failure.

IN WITNESS WHEREOF, Grantor has executed this Declaration this 4th day of April, 1992, at

[Signature]

(Officer)

Subscribed and sworn to before me a Notary Public in and for the County of Hendricks, State of Indiana, this 4th day of

[Signature]

My commission expires:

July 12, 1992

County of residence:

Hendricks

This instrument prepared by Sheila Sue Kennedy, Attorney at Law, 290 Century Building, 36 South Pennsylvania Street, Indianapolis, Indiana 46204.
EXHIBIT 'A'

Being a part of parcel "G", in the Old Farm Addition, 8th Section, to the Town of Danville, Indiana, as recorded in Plat Book 8, Page 71 in the Office of the Recorder, Hendricks County Courthouse, Danville, Indiana, and commencing at the Northeast corner of said parcel "G", thence bearing South 00 Degrees 06 Minutes 31 Seconds West and running on and along the East line of the East half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, for a distance of 389.65 feet to a point on the North Right-of-Way of Tradition Lane in the Old Farm Addition; thence bearing South 60 Degrees 40 Minutes 42 Seconds West and running on and along the North Right-of-Way of Tradition Lane for a distance of 16.94 feet to a point; thence running on and along the same Right-of-Way on a curve whose central angle is 21 Degrees 04 Minutes 03 Seconds to the right, a radius of 132.72 feet, on an arc whose length is 45.49 feet to a point; thence continuing along the same Right-of-Way bearing South 81 Degrees 12 Minutes 45 Seconds West for a distance of 181.19 feet to the POINT OF BEGINNING; thence traveling on and along said North Right-of-Way line bearing South 81 Degrees 12 Minutes 45 Seconds West for a distance of 107.78 feet to a point on the East Right-of-Way line of Old Farm Road; thence traveling on and along said East Right-of-Way line bearing North 00 Degrees 06 Minutes 31 Seconds East for a distance of 139.67 feet to a point; thence traveling on and along a curve on the same Right-of-Way who's central angle is 39 Degrees 04 Minutes 20 Seconds right, with a radius of 21.44 feet, along an arc for a distance of 21.44 feet to a point; thence bearing South 71 Degrees 21 Minutes 59 Seconds East for a distance of 109.34 feet to a point; thence bearing South 00 Degrees 06 Minutes 31 Seconds West for a distance of 109.46 feet to the POINT OF BEGINNING, containing .35 acres, more or less, and is subject to all Easements and Rights-of-Way of record.

ALSO: A part of parcel "G", in the Old Farm Addition, 8th Section, to the Town of Danville, Indiana, as recorded in Plat Book 8, Page 71 in the Office of the Recorder of Hendricks County Courthouse, Danville, Indiana, and commencing at the Northeast corner of said parcel "G"; thence bearing South 84 Degrees 15 Minutes 24 Seconds West and running on and along the North line of said parcel "G" for a distance of 136.65 feet to a point on the East Right-of-Way of Old Farm Road in the Old Farm Addition; thence running on and along the East Right-of-Way on a curve who's central angle is 43 Degrees 07 Minutes 33 Seconds to the right, a radius of 191.23 feet, on an arc who's length is 143.94 feet to the POINT OF BEGINNING; thence bearing South 40 Degrees 50 Minutes 26 Seconds East for a distance of 105.90 feet to a point; thence bearing South 49 Degrees 03 Minutes 34 Seconds West for a distance of 74.80 feet to a point; thence bearing North 43 Degrees 33 Minutes 58 Seconds West for a distance of 105.49 feet to a point on the East Right-of-Way of Old Farm Road; thence running on and along said Right-of-Way bearing North 48 Degrees 46 Minutes 35 Seconds East for a distance of 79.52 feet to the POINT OF BEGINNING, containing .137 acres more or less, and is subject to all Easements and Rights-of-Way of record.
EXHIBIT "B"

The Condominium floor plans for THE CONDOMINIUMS AT OLD FARM shall be as shown on the plat recorded as phases in said development.
Section 1.01. The Project located at City of Danville, State of Indiana, commonly known as The Condominiums at Old Farm has been submitted to the provisions of the Indiana Horizontal Property Law. The provisions of these By-Laws shall be applicable to the Horizontal Property Regime Community created by the Declaration ("Community").

Section 1.02. All present and future owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Community in any manner, are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the Condominium Units or the use of the Community area shall constitute acceptance and ratification of these By-Laws.

ARTICLE II. VOTING, MAJORITY OF OWNERS, QUORUM, AND PROXIES

Section 2.01. Voting shall be on a percentage basis, and the percentage of the vote to which each Owner is entitled is the percentage assigned to such Owner's Condominium Unit in the Declaration.

Section 2.02. As used in these By-Laws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of the votes in accordance with the percentages assigned in the Declaration.

Section 2.03. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of one-third of Owners as defined in Section 2.02 hereof shall constitute a quorum.

Section 2.04. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An Owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative so designated, the number of units owned by the Owner, the name and address of the Owner, and shall be signed by the Owner. The Owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.01. The Old Farm Owners Association, Inc., an Indiana Not-for-Profit Corporation ("Corporation") will
have the responsibility of administering the Community,
approving the annual budget, establishing and collecting monthly
assessments, and arranging for a management agent, if one is to
be employed. These duties may be delegated to the Board of
Directors either by the operation of these By-Laws or by duly
approved resolution of the Association. Except as otherwise
provided herein or in the Declaration or the Indiana Horizontal
Property Law, decisions and resolutions of the Corporation shall
require approval by a majority of a quorum of Owners.

Section 3.02. Meetings shall be held at such suitable place
convenient to the Owners as may be designated by the Board of
Directors.

Section 3.03. The first annual meeting of the Corporation
shall be held within thirty (30) days following the recordation
of the Declaration establishing a Plan of Ownership for The
Condominiums at Old Farm. Thereafter, annual meetings shall
be held on the first Tuesday of October in each succeeding year.
At such meetings there shall be elected a Board of Directors in
accordance with Section 4.05 hereof, and the Owners may transact
such other business of the Corporation as may properly come
before them.

Section 3.04. It shall be the duty of the President to call
a special meeting of the Corporation upon resolution to that
effect by the Board of Directors or upon a petition signed by a
majority of the Owners and presented to the Secretary. The
notice of any special meeting shall state the time and place of
such meeting. No business shall be transacted at a special meeting except as stated in the notice,
unless three-fourths (3/4) of the Owners are present either in
person or by proxy, and consent thereto.

Section 3.05. It shall be the duty of the Secretary to
serve a notice of each annual or special meeting, stating the
purpose thereof as well as the time and place where it is to be
held to each Owner of record at least ten (10) days prior to
such meeting. The mailing of notice by first class mail, or
personal delivery, shall be considered notice served.

Section 3.06. If at any meeting of Owners a quorum is not
present, the Owners who are present, either in person or by
proxy, may adjourn the meeting to a time not less than
forty-eight (48) hours from the time the original meeting was
called.

Section 3.07. The order of business at all meetings of the
owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

2
(d) Reports by officers or committees.

(e) Election of directors.

(f) Unfinished business.

(g) New business.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01. The affairs of the Corporation shall be governed by a Board of Directors composed of three (3) persons, all of whom must be Owners.

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all things as are not reserved to the Owners by law or these By-Laws.

Section 4.03. In addition to any other duties imposed by these By-Laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep, and surveillance of the Community and the common areas and facilities, including disbursement of funds from the account of the Corporation to cover payment therefor upon a determination that such services have been properly performed or other expenses reasonably incurred.

(b) Collection of assessments from Owners.

(c) Employment of the personnel necessary for the maintenance and operation of the Community and the common areas and facilities.

(d) Obtaining adequate and appropriate kinds of insurance.

(e) Owning, conveying, encumbering, leasing, or otherwise dealing with Condominium Units which may be conveyed to or purchased by it.

(f) Preparation, adoption, and distribution of the annual budget.

(g) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

Section 4.04. The Board of Directors may employ a management agent, upon such terms and such compensation as may be established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any Contract or agreement with any such management agent shall conform to any requirement now or hereafter imposed on such agreements by law or by
applicable regulations of the Federal National Mortgage
Associates ("FNMA").

Section 4.05. The term of office of Directors shall be
fixed at one (1) year. Directors shall hold office until their
successors have been elected and have held their first meeting.

Section 4.06. Vacancies in the Board of Directors caused by
any reason other than the removal of a Director or by a vote of
the corporation shall be filled by vote of the majority of the
remaining Directors, even though they may constitute less than a
quorum; and each person so elected shall be a Director until a
successor is elected at the next annual meeting of the
Corporation.

Section 4.07. At any regular or special meeting any one or
more of the Directors may be removed without cause by a majority
of the Owners and a successor may then and there be elected to
fill the vacancy thus created. Any Director whose removal has
been proposed by the Owners shall be given an opportunity to be
heard at the meeting.

Section 4.08. The first meeting of a newly elected Board
of Directors shall be held within ten (10) days of election at such
place as shall be fixed by the Directors at the meeting at which
such Directors were elected, and no notice shall be necessary to
the newly elected Directors in order for such meeting to be
legally constituted, providing a majority of the entire Board
shall be present.

Section 4.09. Regular meetings of the Board of Directors
may be held at such time and place as shall be determined, from
time to time, by a majority of the Directors, but at least three
(3) such meetings shall be held during each fiscal year. Notice
of regular meetings of the Board of Directors shall be given to
each Director personally or by first class mail, at least five
(5) days prior to the day named for such meeting. Meetings
shall be open to all Owners.

Section 4.10. Special meetings of the Board of Directors
may be called by the President on three (3) days notice to each
Director in the manner specified in Section 4.09 hereof, which
notice shall state the time, place and purpose of the meeting.
Special meetings of the Board of Directors shall be called by
the President or Secretary in like manner and on like notice on
the written request of at least three (3) Directors.

Section 4.11. Before or at any meeting of the Board of
Directors, any Director may, in writing, waive notice of such
meeting and such waiver shall be deemed equivalent to the giving
of such notice. Attendance by a Director at a meeting of the
Board shall be a waiver of notice by him of the time and place
thereof. If all the Directors are present at any meeting of the
Board, no notice shall be required and any business may be
transacted at such meeting. Directors may attend in person or
by telephone, as provided by the then applicable Indiana Business Corporation Law.

Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. The Board of Directors shall purchase adequate fidelity bonds for all officers, employees or management agents responsible for Corporation funds. The premiums on such bonds shall be a Common Expense paid by the Corporation.

Section 4.14. The members of the Board of Directors shall be entitled to indemnification from the Corporation for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in reasonable discharge of their duties, responsibilities, and authority under these By-Laws, except for liabilities arising from willful and wanton misconduct or gross negligence. The Board of Directors shall obtain a policy of insurance, in the name of the Corporation providing such indemnification. The Board shall provide ten (10) days' notice to each owner before any payment is made to any Director under this clause.

Section 4.15. Notwithstanding anything to the contrary contained herein, the initial board of Directors shall be made up of three (3) persons appointed by the Grantor. Such initial Board shall continue in office until one hundred twenty (120) days following the date by which seventy five percent (75%) of the Condominium Units have been conveyed to Purchasers.

ARTICLE V. OFFICERS

Section 5.01. The principal officers of the Corporation shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 5.02. The officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03. Upon an affirmative vote of a majority of the
members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 5.04. The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5.05. The Secretary shall keep the minutes of all meetings of the Board and the Corporation; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 5.06. The Treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

Section 5.07. The officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Corporation for all expenses reasonably incurred in the discharge of the their duties and responsibilities.

ARTICLE VI. FINANCE AND ADMINISTRATION

Section 6.01. The Board of Directors, through the Treasurer and management agent, if any, shall keep accurate books and financial records, including, but not limited to, a detailed account of expenditures and receipts affecting the community and its administration; and specifying the community’s operating expenses. Such expenses shall be determined and allocated as hereinbefore provided.

Section 6.02. The Board shall annually cause to be prepared and distributed to each Owner an itemized accounting of the common expenses actually incurred and paid during the preceding year together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Section 6.03. The books and records of the Corporation and all related documents shall be open to inspection by any Owner at all reasonable times during regular business hours.

Section 6.04. In preparing the annual budget, the Board of
Directors shall include provision for reasonable anticipated expenses resulting from normal maintenance and wear and tear to the Common Areas and Facilities; any extraordinary expenses that will be required, salaries for any employees not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to administration, any reserves required under these By-Laws or deemed necessary by the Board to meet unanticipated expenses; and all other items as may be designated as expenses of the Corporation by the Declaration, the Articles, these By-Laws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained. Each Owner shall be provided with a copy of the annual budget at least thirty (30) days prior to its adoption by the Board.

Section 6.05. (a) The Board shall procure a policy of insurance, covering loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Areas and Facilities, as those are defined in the Declaration.

(b) The Board shall purchase a comprehensive public liability policy in such amount as may be determined by the Board, to protect the Corporation, Board, Officers, management agents, if any, and all other agents or employees against liabilities arising in connection with the ownership, use, existence, or management of the property.

Section 6.06. In the event of severe damage or destruction of the property by fire or other casualty, the repair, reconstruction, or disposition of the property shall be governed by the provisions of the Indiana Horizontal Property Law.

Section 6.07. The Corporation shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities. The fund shall at a minimum be equal to five percent (5%) of the current annual budget on a noncumulative basis. This fund shall be used only for major repairs and replacement of Common Areas and Facilities, and for no other purpose.

Section 6.08. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute claim, or grievance arising out of, or relating to, the interpretation or application of the Declaration, Articles, By-Laws, or management agreement, if any, shall, upon request of the parties hereto, be submitted to
arbitration before the disinterested members of the Board; or, if the Board of the Corporation is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of the American Arbitration Association shall be applicable to any arbitration commenced hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. Any management agreement shall contain provisions making this section applicable to all parties thereto.

Section 6.02. (a) The procedures to be followed in the event of attachment of mechanic's lien shall be governed by the Indiana Horizontal Property Law.

(b) All sums assessed by the Corporation but unpaid for the share of the common expenses chargeable to any Condominium Unit shall constitute a lien, as more particularly described in and governed by the Declaration and the provisions of the Indiana Horizontal Property Law.

ARTICLE VII. OBLIGATIONS OF OWNERS

Section 7.01. All Owners are obligated to pay monthly assessments imposed by the Corporation to meet the expenses set forth in its annual budget. The assessments shall be made pro rata in accordance with the percentage interest set forth in the Declaration.

Section 7.02. (a) Every Owner must perform promptly all maintenance and repair work within his own Condominium Unit which, if omitted, would affect the Community in its entirety or in part and Owners are hereby made expressly responsible for any damages and liabilities caused by failure to do so.

(b) All the repairs of internal installations such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, window, lamps, and all other accessories belonging to a Condominium Unit shall be at the Owner's expense.

(c) An Owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any Common Area and Facility damaged through his fault or negligence.

(d) All Condominium Units shall be utilized for residential purposes only.

(e) An Owner shall not make structural modifications or alterations within his Condominium Unit without previously notifying, and securing the written approval of, the Corporation, through the President of the Board of Directors. The Corporation shall have the obligation to answer within ten (10) days, and failure to do so within the stipulated time shall
mean that there is no objection to the proposed modification or alteration. The Corporation shall provide the Owner with written reasons for the denial of its approval to make any proposed structural modification or alteration. No modifications whatsoever may be made to the Building exteriors.

(f) An Owner shall not place or cause to be placed in the entryways, vestibules and other common areas of similar nature any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(g) An Owner shall grant the right of entry to any person authorized by the Board of Directors of the Corporation in case of any emergency originating in or threatening his Condominium Unit whether the Owner is present at the time or not.

(h) An Owner shall permit other Owners, or their representatives, when so required, to enter his Condominium Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

(i) No resident shall post any signs, advertisements or posters of any kind anywhere on the project except as authorized by the Corporation.

(j) Owners shall exercise extreme care in making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other Owners.

(k) Owners may not hang garments, rugs, or similar items from the windows or from any of the facades.

(l) Owners may not throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(m) No Owner, resident, or lessee shall install wiring for electrical or telephone installation or television antennas, etc., on the exterior of the buildings or do anything which would protrude through the walls or the roof of the buildings.

(n) No animals other than normal household pets may be kept in the Condominium Units at any time.

ARTICLE VIII. AMENDMENTS

Section 8.01. These By-Laws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by sixty-seven percent (67%) of the Owners present and voting. In addition, if the Amendment is material (as that term is defined by FHA) fifty-one percent
(51%) of the mortgagees of the Condominium Units must also approve such amendments.

ARTICLE IX. MORTGAGEES

Section 9.01. An Owner who mortgages his Condominium Unit shall notify the Corporation through the President of the Board of Directors, or his designee, of the name and address of his mortgagee; and the Corporation shall maintain such information in a book entitled "Mortgagees of Perkins Place Condominium Units.

Section 9.02. The Corporation shall, at the request of a mortgagee of a Condominium Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE X. COMPLIANCE WITH APPLICABLE LAW

Section 10.01. Should any of these By-Laws be found to conflict with the provisions of the Indiana Horizontal Property Law, the provisions of the statute shall control.
IN WITNESS WHEREOF, Grantor has executed these By-Laws this 4th day of May, 1980 at Indianapolis, Indiana.

[Signature]
(Officer)

Subscribed and sworn to before me a Notary Public in and for the County of Marion, State of Indiana, this 12th day of May, 1990.

[Signature]
(Notary Public)

My commission expires: April 6, 1991

County of residence: Marion

This instrument prepared by Sheila Grace Kennedy, Attorney at Law, 290 Century Building, 36 South Pennsylvania Street, Indianapolis, Indiana 46204.
A part of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, Center Township, Hendricks County, Indiana, and being more particularly described as follows, to wit: Commencing at the Northeast corner of said Half Quarter Section; thence South 00 degrees 06 minutes 31 seconds West, along the East line of said Half Quarter Section, 122.23 feet to the Northeast corner of Parcel "D" Old Farm Addition Fifth Section as recorded in Plat Book 8, page 71, in the office of the Hendricks County Recorder; thence continue South 00 degrees 06 minutes 31 seconds West, along said East Line, 389.88 feet to the North line of Tradion Lane; thence South 60 degrees 00 minutes 42 seconds West, along said North line, 1.03 feet to the pint of curvature of a curve to the right, said curve having a radius of 173.98 feet and a central angle of 31 degrees 04 minutes 04 seconds; thence Westerly along said curve 63.97 feet; thence South 81 degrees 12 minutes 45 seconds West along said North line 386.67 feet to the East line of Old Farm Road; thence North 00 degrees 06 minutes 31 seconds East, along said East line 140.11 feet to the point of curvature of a curve to the right, said curve having a radius of 75.00 feet and a central angle of 39 degrees 10 minutes 21 seconds; thence Northwesterly along said curve 61.28 feet; thence North 39 degrees 15 minutes 52 seconds East, along said East Line, 113.79 feet; thence South 50 degrees 43 minutes 07 seconds East 50.00 feet; thence North 39 degrees 18 minutes 53 seconds East 76.64 feet; thence North 58 degrees 05 minutes 08 seconds East 205.79 feet; thence North 00 degrees 05 minutes 31 seconds East 30.10 feet to the North line of Parcel "G"; thence North 84 degrees 05 minutes 59 seconds East, along said North line, 135.75 feet to the Point of Beginning, containing 3.44 acres, more or less, and subject to all legal highways, rights-of-way, and easements of record.

EXCEPTING THEREFROM:
Being a part of parcel "G", in the Old Farm Addition, 5th Section, to the Town of Danville, Indiana, as recorded in Plat Book 8, page 71 in the office of the Recorder, Hendricks County Courthouse.
Danville, Indiana, and commencing at the Northeast corner of said parcel "G", thence bearing South 00 degrees 06 minutes 31 Seconds West and running on and along the East line of the East Half of the Southwest Quarter of Section 2, Township 15 North, Range 1 West, for a distance of 389.63 feet to a point on the North Right-of-Way of Tradion Lane in the Old Farm Addition; thence bearing South 60 degrees 00 Minutes 42 Seconds West and running on and along the North Right-of-Way of Tradion Lane for a distance of 16.94 feet to a point; thence running on and along the same Right-of-Way on an arc whose central angle is 21 Degrees 04 Minutes 04 Seconds to the right, a radius of 123.72 feet, on an arc who's length is 46.49 feet to a point; thence continuing along the same Right-of-Way bearing South 81 Degrees 12 Minutes 45 Seconds West for a distance of 191.15 feet to the Point of Beginning; thence traveling on and along said North Right-of-Way line bearing South 81 Degrees 12 Minutes 45 Seconds West for a distance of 107.78 feet to a point on the East Right-of-Way line of Old Farm Road; thence traveling on and along said East Right-of-Way line bearing North 00 Degrees 08 Minutes 31 Seconds East for a distance of 193.67 feet to a point; thence traveling on and along curve on the same Right-of-Way who's central angle is 38 Degrees 04 Minutes 30 Seconds right, with a radius of 81.17 feet, along an arc for a distance of 31.44 feet to a point; thence bearing South 71 Degrees 21 Minutes 59 Seconds East for a distance of 109.84 feet to a point; thence bearing South 00 Degrees 06 Minutes 31 Seconds West for a distance of 109.46 feet to the Point of Beginning, containing 39 acres, more or less, and is subject to all Easements and Rights-of-Way of record.
EXHIBIT "D" CONTINUED

ALSO EXCEPTING THEREFROM: A part of parcel "g", in the Old Farm Addition, 5th Section, to the Town of Danville, Indiana; as recorded in Plat Book 8, page 71 in the Office of the Recorder of Hendricks County Courthouse, Danville, Indiana, and commencing at the Northeast corner of said parcel "g"; thence bearing South 84 Degrees 15 Minutes 24 Seconds West and running on and along the North line of the said parcel "g" for a distance of 138.58 feet to a point on the East Right-of-Way of Old Farm Road in the Old Farm Addition; thence running on and along the East Right-of-Way on a curve whose central angle is 45 Degrees 07 Minutes 38 Seconds to the right; a radius of 191.23 feet; on the arc the length is 143.94 feet to the POINT OF BEGINNING; thence bearing South 49 Degrees 50 Minutes 26 Seconds East for a distance of 106.95 feet to a point; thence bearing South 49 Degrees 50 Minutes 34 Seconds West for a distance of 74.56 feet to a point; thence bearing North 43 Degrees 33 Minutes 38 Seconds West for a distance of 104.43 feet to a point on the East Right-of-Way of Old Farm Road; thence running on and along said Right-of-Way bearing North 48 Degrees 46 Minutes 38 Seconds East for a distance of 95.52 feet to the POINT OF BEGINNING, containing .187 acres more or less, and is subject to all Easements and Rights-of-Way of record.
AMENDMENT TO DECLARATION ESTABLISHING A PLAN OF OWNERSHIP
FOR THE CONDOMINIUMS AS OLD FARM

ENTERED FOR RECORD
JUL 2 1990
June 25, 1991

WHEREAS, M. E. Wells, Inc., an Indiana Corporation ("Grantor")
has submitted certain property to the provisions of the Indiana
Horizontal Property Act pursuant to a certain Declaration
recorded May 7, 1980 as Instrument #4109 in Miscellaneous
Record 121, pages 601-10 and re-recorded June 18, 1990 as
Instrument #6978 in Miscellaneous Record 122, pages 64-65 all
in the Office of the Recorder of Hendricks County, Indiana; and

WHEREAS, pursuant to Paragraph 15 of such Declaration, Grantor
retained the right to add additional real estate to the
condominium regime, which real estate was more particularly
described in Exhibit D appended thereto and made a part
thereof; and

WHEREAS, Grantor is hereby exercising his option to add a
portion of such real estate to the Horizontal Property Regime
so created, to wit the parcel described as:

(See attached Exhibit "A")

NOW THEREFORE, Grantor as fee owner of the real property herein
described hereby submits such real estate to all of the
covenants contained in the original Declaration subject to the
approval of the Plan Commission of the Town of Danville.

Upon recordation of this Amendment, the percentage interests of
each unit owner in the common areas and facilities for purposes
of ownership, assessments, and voting, as specified in
Paragraph 2 of the original Declaration, shall be readjusted
based upon the proportionate square footage that each original
or additional apartment unit bears to the total square footage
of all units, both original and additional; and upon
recordation hereof, each unit shall have a 12.65% percentage
interest appurtenant thereto.
IN WITNESS WHEREOF, Grantor has executed this Amendment to Declaration this 10th day of July, 1990, at Danville, Indiana.

[Signature]
Officer Maurice E. Wells, President

Subscribed and sworn to before me, a Notary Public in and for the County of Hendricks, State of Indiana, this 10th day of July, 1990.

[Signature]
Leo T. Glover
Printed

My Commission Expires:
March 25, 1993

County of Residence:
Hendricks

This instrument prepared by Sheila Ross Kennedy, Attorney at Law, 290 Century Building, 36 South Pennsylvania Street, Indianapolis, Indiana 46204.
Being a part of parcel "G", in the Old Farm Addition, 5th Section, to the Town of Danville, Indiana, as recorded in Plat Book B, Page 71 in the Office of the Recorder, Hendricks County Courthouse, Danville, Indiana, and commencing at the Northeast corner of said parcel "G", thence bearing South 00 Degrees 06 Minutes 31 Seconds West and running on and along the East line of the East half of the Southeast Quarter of Section 2, Township 15 North, Range 1 West, for a distance of 389.63 feet to a point on the North Right-of-Way of Tradition Lane in the Old Farm Addition; thence bearing South 60 Degrees 58 Minutes 42 Seconds West and running on and along the North Right-of-Way of Tradition Lane for a distance of 16.94 feet to a point; thence running on and along the same Right-of-Way on a curve who's central angle is 21 Degrees 04 Minutes 03 Seconds to the right, a radius of 123.72 feet, on an arc who's length is 45.49 feet to a point; thence continuing along the same Right-of-Way bearing South 81 Degrees 14 Minutes 48 Seconds West for a distance of 9.53 feet to the POINT OF BEGINNING; thence traveling on and along said North Right-of-Way line bearing South 81 Degrees 12 Minutes 45 Seconds West for a distance of 171.53 feet to a point; thence bearing North 0 Degrees 06 Minutes 31 Seconds East for a distance of 109.46 feet to a point; thence bearing North 71 Degrees 21 Minutes 59 Seconds West for a distance of 109.34 feet to the East Right-of-Way of Old Farm Road; thence running on and along said East Right-of-Way on a curve who's central angle is 23 Degrees 56 Minutes 19 Seconds to the right, a radius of 81.17 feet, on an arc who's length is 33.91 feet to a point; thence continuing on said Old Farm Road East Right-of-Way bearing North 39 Degrees 10 Minutes 81 Seconds East for a distance of 54.95 feet to a point; thence running on and along said road Right-of-Way on a curve who's central angle is 9 Degrees 35 Minutes 44 Seconds to the right, a radius of 207.31 feet, on an arc who's length is 34.70 feet to a point; thence bearing South 45 Degrees 33 Minutes 56 Seconds East for a distance of 105.49 feet to a point; thence bearing North 49 Degrees 09 Minutes 34 Seconds East for a distance of 74.50 feet to a point; thence bearing South 46 Degrees 58 Minutes 28 Seconds East for a distance of 42.21 feet to a point; thence bearing South 31 Degrees 18 Minutes 51 Seconds East for a distance of 167.43 feet to the POINT OF BEGINNING. Containing 0.85 acres, more or less, and subject to all Easements and Rights-of-Way of record.
SECOND AMENDMENT

TO DECLARATION ESTABLISHING A PLAN OF OWNERSHIP

FOR THE CONDOMINIUMS AT OLD FARM

WHEREAS, M. E. Wells, Inc., an Indiana Corporation
(“Grantor”) has submitted certain property to the provisions of the
Indiana Horizontal Property Act Pursuant to a certain Declaration
recorded May 7, 1990 as Instrument #4103 in Miscellaneous Record
121, pages 601-10 and re-recorded June 12, 1990 as Instrument #5978
in Miscellaneous Record 122, pages 64-65 all in the Office of the
Recorder of Hendricks County, Indiana; and

WHEREAS, pursuant to Paragraph 15 of such Declaration,
Grantor retained the right to add additional real estate to the
condominium regime, which real estate was more particularly
described in Exhibit B appended thereto and made a part thereof; and

WHEREAS, Grantor has previously given a First Amendment to
said Declarations as recorded July 12, 1990 in Miscellaneous Record
122, Instrument #7289 in the Office of the Recorder of Hendricks
County, Indiana; and

WHEREAS, Grantor is hereby exercising his option to add a
portion of such real estate to the Horizontal Property Regime so
created, to wit the parcel described as:

See Exhibit “A” attached hereto and made a part hereof.

NOW THEREFORE, Grantor as fee owner of the real property
herein described hereby submits such real estate to all of the
covenants contained in the original Declaration subject to the
approval of the Plan Commission of the Town of Danville.

Upon recording of this Amendment, the percentage interests
of each unit owner in the common areas and facilities for purposes
of ownership, assessments, and voting, as specified in Paragraph 2
of the original Declaration, shall be re-adjusted based upon the
proportionate square footage that each original or additional
apartment unit bears to the total square footage of all units, both
original and additional; and upon recording hereof, each unit
shall have a ___ ten (10)___ percentage interest appurtenant thereto.

IN WITNESS WHEREOF, Grantor has executed this Second
Amendment to Declaration Establishing a Plan of Ownership For the
Condominiums at Old Farm this 30th day of June 1991.

M. E. WELLS, INC.

By

Maurice F. Wells, President

ENTERED FOR RECORD

JUN 11 1991

KC 032
STATE OF INDIANA )
HENDRICKS COUNTY ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Maurice E. Wells, President of W. E. Wells, Inc., who acknowledged the execution of the foregoing Second Amendment to Declaration Establishing a Plan of Ownership For the Condominiums at Old Fars, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 10th day of June, 1991.

My Commission Expires: March 25, 1999

Notary Public Lee T. Comer
President of Hendricks County.

This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 745-4300.
Being a part of parcel "C", in the Old Farm Addition, 5th Section to the Town of Danville, Indiana, as recorded in Plat Book 6, page 71 in the Office of the Recorder, Hendricks County Courthouse, Danville, Indiana, and beginning at the Northeast corner of said parcel "C"; thence bearing South 00 degrees 00 minutes 31 seconds West and running on and along the East line of the East half of the southwest quarter of Section 2, Township 14 North, Range 1 West, for a distance of 399.63 feet to a point on the North right-of-way of Tradition Lane in the Old Farm Addition; thence bearing South 60 degrees 00 minutes 42 seconds West and running on and along the North right-of-way of Tradition Lane for a distance of 18.94 feet to a point; thence running on and along the same right-of-way on a curve who's central angle is 21 degrees 24 minutes 03 seconds to the right, a radius of 123.72 feet, on an arc who's length is 44.49 feet to a point; thence continuing along the same right-of-way bearing South 81 degrees 12 minutes 45 seconds West for a distance of 9.63 feet to a point; thence bearing North 12 degrees 18 minutes 51 seconds West for a distance of 187.63 feet to a point; thence bearing North 40 degrees 50 minutes 26 seconds West for a distance of 143.11 feet to a point on the East right-of-way of Old Farm Road; thence running on and along said East right-of-way on a curve who's central angle is 43 degrees 07 minutes 22 seconds to the left, a radius of 191.23 feet, on an arc who's length is 143.94 feet to a point; thence bearing North 84 degrees 13 minutes 24 seconds East for a distance of 136.65 feet to the point of beginning, containing 1.17 acres, more or less, and subject to all easements and rights-of-way of record.