



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

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AMENDED

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 12th day of September, 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 Amended Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the community, to be known as Chapel Glen; 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, Chapel Glen 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 delegate 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 Chapel Glen Club, Inc.; and,

WHEREAS, Declarant is the sole owner of all real estate now subject hereto;

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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 Amended Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Corporation" shall mean and refer to Chapel Glen Club, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Amended 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 (i) any numbered plot of land shown upon any recorded plat of "The Properties;" or (ii) any tract of land not more than 135 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.

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(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 VI

Property Subject to this Amended Declaration; Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Amended Declaration is known and designated as Chapel Glen and Additions thereof, which is located in Wayne 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, for itself, its assigns or successors in title to "The Properties," 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, for itself, its assigns or successors in title to "The Properties," hereby covenants and declares that all areas designated "Common Properties"

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within any recorded plat of any of "The Properties" as herein 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, for itself, its assigns or successors in title to the real estate described in Exhibit B, 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 Amended Declaration at the time Declarant, its assigns or successors in title, perfects title to said land and plats same. Declarant, its assigns or successors in title, 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, its assigns or successors in title, 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

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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

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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 a 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, or its nominee. 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, or its nominee. 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 four (4) years from the date of incorporation.

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ARTICLE IVCovenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for itself, its assigns or successors in title, for each Lot 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 in Chapel Glen additions, 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

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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 \$60.00 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 Chapel Glen additions, together with a Class A membership certificate in Chapel Glen Club, Inc. Mortgagees of residential improvements in Chapel Glen additions are expressly authorized to act as agent for the collection of such assessments, but all sums so collected shall be tendered over to Chapel Glen Club, Inc., within thirty (30) days from receipt thereof unless, by written agreement with Chapel Glen 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

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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 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 Chapel Glen 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.

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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 of 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.

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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

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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

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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 mortgagee 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 Chapel Glen 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.

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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 assessments created by these covenants; and failure by Chapel Glen 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.

Section 4. Effect of Amended Declaration. This Amended Declaration of Covenants And Restrictions shall amend, and supersede in its entirety, a certain Declaration of Covenants and Restrictions executed by Declarant herein June 16, 1967 and recorded in the office of the Recorder of Marion County, Indiana on June 21, 1967 as Instrument # 67-26959.

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

By *Burchard Edin*
Vice President

(SEAL)

Attest:

James B. Jeffrey
Secretary

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"THE PROPERTIES"
EXHIBIT "A"

Part of the North Half of Section 4, Township 15 North, Range 4 East in Marion County, Indiana, being more particularly described as follows:

Beginning on the East line of the said Half Section, South 01 degrees 01 minutes 14 seconds West 1220.00 feet from the Northeast Corner of the said Half Section; thence North 88 degrees 58 minutes 16 seconds West 180.00 feet; thence North 72 degrees 00 minutes 00 seconds West 477.00 feet; thence North 83 degrees 00 minutes 00 seconds West 757.15 feet to a point that is West 66.99 feet (1.015 chains) measured at right angles to the East line of the West Half of the Northeast Quarter of said Section 4; thence North 01 degree 04 minutes 10 seconds East parallel with the East line of the West Half of the said Section 4, 743.33 feet to a point which is 245.00 feet from the North line of said Section 4 as measured at right angles thereto; thence North 89 degrees 32 minutes 06 seconds West parallel with said North line 638.28 feet; thence North 00 degrees 50 minutes 54 seconds East 245.00 feet to the North line of said Section 4; thence North 89 degrees 32 minutes 06 seconds West upon and along said North line 60.00 feet to the Northeast Corner of a tract as conveyed by deed recorded September 27, 1962, in Deed Record 1953, Instrument #89883, in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 50 minutes 54 seconds West along the East line of said tract 245.00 feet; thence North 89 degrees 32 minutes 06 seconds West along the South line of said tract 333.38 feet; thence South 06 degrees 12 minutes 06 seconds East 350.94 feet; thence South 77 degrees 14 minutes 13 seconds West 46.54 feet; thence South 05 degrees 40 minutes 07 seconds West 166.20 feet; thence South 01 degree 12 minutes 21 seconds West 182.90 feet; thence South 04 degrees 34 minutes 50 seconds West 52.01 feet; thence South 77 degrees 00 minutes 00 seconds West 173.92 feet; thence North 75 degrees 05 minutes 47 seconds West 188.72 feet; thence North 88 degrees 47 minutes 39 seconds West 20.00 feet; thence South 01 degree 12 minutes 21 seconds West 600.71 feet; thence South 75 degrees 33 minutes 39 seconds East 420.24 feet to a point on a curve having a radius of 905.93 feet, (the radius point of which bears South 75 degrees 33 minutes 39 seconds East); thence in a Northeasterly direction along the said curve 170.24 feet to a point which bears South 64 degrees 47 minutes 39 seconds East from the radius point of the said curve; thence North 25 degrees 12 minutes 21 seconds East 141.72 feet to a point on a curve having a radius of 740.69 feet, the radius point of which bears North 64 degrees 47 minutes 39 seconds West; thence in a Northerly direction along the said curve 310.26 feet to a point which bears South 55 degrees 47 minutes 39 seconds East from the radius point of the said curve; thence South 88 degrees 47 minutes 39 seconds East 109.50 feet; thence South 77 degrees 23 minutes 39 seconds East 160.02 feet; thence South 66 degrees 27 minutes 39 seconds East 458.29 feet; thence South 74 degrees 21 minutes 22 seconds East 20.03 feet; thence South 15 degrees 30 minutes 00 seconds West 594.88 feet; thence North 90 degrees 00 minutes 00 seconds East 1209.07 feet; thence North 01 degree 01 minutes 14 seconds East parallel with the East line of the said Half Section 268.77 feet; thence South 87 degrees 14 minutes 16 seconds East 424.00 feet to the East line of the said Half Section; thence North 01 degree 01 minutes 14 seconds East upon and along the said East line 423.00 feet to the place of beginning, containing 54.887 acres, more or less.

The above described tract of real estate includes all land within the Plat of Chapel Glen Section One, said Plat having been recorded June 29, 1967 as Instrument # 67-28691 in the Office of the Recorder of Marion County, Indiana.

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The Properties - Exhibit A

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"THE PROPERTIES"
EXHIBIT "B"

Part of the North Half of Section 14, Township 15 North, Range 2 East
in Marion County, Indiana, being more particularly described as follows:

Beginning on the East line of the said Half Section bearing South
01 degrees 01 minutes 14 seconds West, 2157.00 feet from the Northeast
Corner of the said Half Section; thence South 01 degree 01 minutes 14
seconds West upon and along the said East line 590.94 feet to the
Southeast Corner of the said Half Section; thence South 89 degrees 58
minutes 06 seconds West upon and along the South line of the said Half
Section 3973.94 feet to the Southwest Corner of the East Half of the
Northwest Quarter of said Section 14; thence North 01 degree 12 minutes
21 seconds East along the West line of the East Half of the said North-
west Quarter Section 1670.15 feet to a point which is South 01 degree
12 minutes 21 seconds West 1109.00 feet from the Northwest Corner of the
East Half of the said Northwest Quarter Section; thence South 89 degrees
39 minutes 39 seconds East parallel with the North line of the said Half
Section 200.00 feet; thence North 01 degree 12 minutes 21 seconds East
parallel with the West line of the East Half of the said Northwest
Quarter Section 863.98 feet to a point that is 245.00 feet from the North
line of said Northwest Quarter Section as measured at right angles thereto;
thence South 89 degrees 39 minutes 39 seconds East parallel with said
North line 1305.18 feet; thence South 89 degrees 32 minutes 06 seconds
East parallel with the North line of the Northeast Quarter 40.02 feet;
thence South 06 degree 12 minutes 06 seconds East 350.94 feet; thence
South 77 degrees 14 minutes 13 seconds West 46.54 feet; thence South
05 degrees 40 minutes 07 seconds East 166.20 feet; thence South 01
degree 12 minutes 21 seconds West 182.90 feet; thence South 04 degrees
14 minutes 50 seconds West 52.01 feet; thence South 77 degrees 00 minutes
00 seconds West 173.92 feet; thence North 75 degrees 05 minutes 47
seconds West 188.72 feet; thence North 88 degrees 47 minutes 39 seconds
West 20.00 feet; thence South 01 degree 12 minutes 21 seconds West
600.71 feet; thence South 75 degrees 33 minutes 39 seconds East 420.24
feet; thence South 89 degrees 27 minutes 00 seconds East 773.53 feet;
thence South 15 degrees 30 minutes 00 seconds West 127.30 feet; thence
North 90 degrees 00 minutes 00 seconds East 1209.07 feet; thence South
01 degree 01 minutes 14 seconds West parallel with the East line of the
said Half Section 261.02 feet; thence South 89 degrees 22 minutes 16
seconds East 423.82 feet to the place of beginning, containing 129.390
acres, more or less.

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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, an Indiana insurance corporation, by Baruchard Carr and George B. Jeffrey its Vice President and Secretary, respectively, who, after having been first duly sworn according to law acknowledged the execution of the foregoing Amended Declaration Of Covenants And Restrictions for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 12th day of September, 1967.

My Commission Expires:

Aug. 25, 1971

Virginia J. Baum
VIRGINIA J. BAUM
Notary Public


This Instrument Prepared by William Le Mond

NOT RECORDED
1967 SEP 12 PM 10:34
COUNTY OF MARION INDIANA

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