

**A201200142233****12/27/2012 3:58 PM****JULIE L. VOORHIES****MARION COUNTY IN RECORDER****FEE: \$ 38.50****PAGES: 7****By: DW****Cross Reference:****Instrument No. 2006-0053519****Amended Declaration Instrument No. 2006-0069301****Instrument No. 2006-0099125****Instrument No. 2006-0159751****Instrument No. 2007-0104728****Instrument No. 2007-0159833****Instrument No. 2012- 06135286**  
**A****FIRST AMENDMENT TO DECLARATION  
OF CONDOMINIUM OF STONE BRIDGE**

This First Amendment to Declaration of Condominium ("First Amendment") is made and entered into as of the 21st day of December, 2012, by Premier Villages, LLC, an Indiana limited liability company ("Declarant") and Stone Bridge Homeowners' Association, Inc., an Indiana non-profit corporation ("Association").

**WITNESSETH:**

WHEREAS, Declarant executed that certain Declaration of Condominium of Stone Bridge recorded on April 19, 2006 in the office of the Recorder of Marion County, Indiana as Instrument Number 2006-0053519 (as amended and supplemented from time to time, the "Declaration").

WHEREAS, Paragraph 22 of the Declaration expressly reserves to Declarant the right and option to expand the Property and Stone Bridge to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to the Declaration, so long as such expansion is done on or before seven (7) years after the date of recordation of the Declaration ("Expansion Deadline").

WHEREAS, Declarant and the Board of Managers desire to amend Paragraph 22 of the Declaration in order to extend the Expansion Deadline until April 19, 2016 ("Proposed Declaration Amendment").

WHEREAS, the Proposed Declaration Amendment was submitted for a vote to the Owners and approved by a vote of not less than sixty-seven percent (67%) in the aggregate of the Percentage Vote of the Owners in accordance with the requirements of Paragraph 20 of the Declaration.

NOW, THEREFORE, Declarant and the Association, in accordance with the provisions of the Declaration, make this First Amendment and hereby amend and supplement the Declaration in the manner hereinafter provided:

1. Definitions and Recitals. All terms used in this First Amendment with initial capital letters (and not otherwise defined in this First Amendment) shall have the meanings herein as in the Declaration. The foregoing recitals are true and correct and incorporated as if fully set forth herein.

2. Extension of Expansion Date; Declarant Consent. In Paragraph 22(a) of the Declaration, the phrase "so long as such expansion is done on or before seven (7) years after the date of recordation of this Declaration" is deleted in its entirety and replaced with the phrase "so long as such expansion is done on or before April 19, 2016." In addition, until after April 19, 2016, no amendment to Paragraph 22 of the Declaration shall be effective unless Declarant provides its written consent to such amendment.


3. Effect of Amendment. The provisions of this First Amendment shall be covenants running with the land and shall be binding upon all persons and entities from time to time having a right, title and interest in the Real Estate subject to the Declaration or any part thereof and all persons claiming under them, as more particularly described in the Declaration.

4. Declaration Continuous. Except as expressly amended and supplemented by this First Amendment, the terms and provisions of the Declaration shall remain in full force and effect.

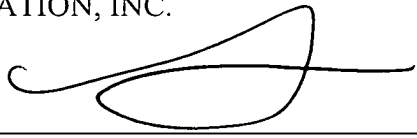
[Signature page follows.]

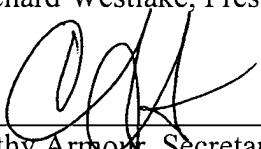
IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be executed as of the day and year first above written.

PREMIER VILLAGES, LLC

By:   
Richard Westlake, Member

STONE BRIDGE HOMEOWNERS'  
ASSOCIATION, INC.

By:   
Richard Westlake, President

By:   
Cathy Armour, Secretary

STATE OF INDIANA       )  
                                       ) SS:  
 COUNTY OF JOHNSON    )

Before me, a Notary Public in and for said County and State, personally appeared Richard O. Westlake, a Member of Premier Villages, LLC, an Indiana limited liability company, who acknowledged the execution of the above and foregoing First Amendment to Declaration of Condominium of Stone Bridge and First Amendment to Bylaws of Stone Bridge for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 21 day of December, 2012.

My Commission Expires:

11-26-2019

ROBIN S. RICHARDS  
 Printed Robin S. Richards  
 Notary Public

A resident of JOHNSON County, Indiana

STATE OF INDIANA       )  
                                       ) SS:  
 COUNTY OF JOHNSON    )

Before me, a Notary Public in and for said County and State, personally appeared Richard O. Westlake, President of Stone Bridge Homeowners' Association, Inc., an Indiana non-profit corporation, who acknowledged the execution of the above and foregoing First Amendment to Declaration of Condominium of Stone Bridge and First Amendment to Bylaws of Stone Bridge for and on behalf of said limited liability company.

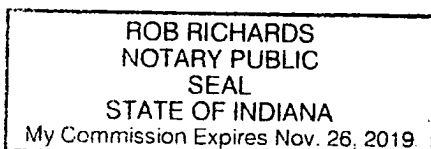
WITNESS my hand and Notarial Seal this 21 day of December, 2012.

My Commission Expires:

11-26-2019

Robin S. Richards  
 Printed ROBIN S. RICHARDS  
 Notary Public

A resident of JOHNSON County, Indiana



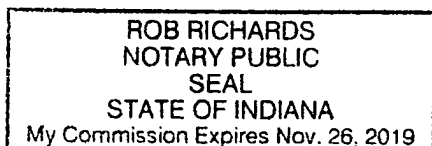
STATE OF INDIANA       )  
                                       ) SS:  
 COUNTY OF JOHNSON    )

Before me, a Notary Public in and for said County and State, personally appeared Cathy Armour, Secretary of Stone Bridge Homeowners' Association, Inc., an Indiana non-profit corporation, who acknowledged the execution of the above and foregoing First Amendment to Declaration of Condominium of Stone Bridge and First Amendment to Bylaws of Stone Bridge for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 21 day of December, 2012.

My Commission Expires:

11-26-2019



ROBIN S RICHARDS  
 Printed Robin S Richards  
 Notary Public

A resident of Johnson County, Indiana

"I affirm under the penalties for perjury,  
 that I have taken reasonable care to redact  
 each social security number in this document  
 unless required by law."

Richard O Westlake


Prepared by April Schilling Attorney

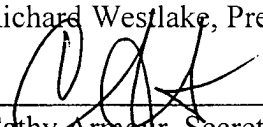
**AFFIDAVIT OF THE PRESIDENT AND SECRETARY**  
**OF STONE BRIDGE HOMEOWNERS ASSOCIATION, INC.**

Come Now Affiants, Richard Westlake and Cathy Armour, in their capacities as the President and the Secretary, respectively, of Stone Bridge Homeowners Association, Inc., and affirm under penalty of law that the First Amendment to Declaration of Stone Bridge and First Amendment to Bylaws of Stone Bridge to which this Affidavit is attached (the "First Amendment") was approved by the Owners of Condominium Units representing at least sixty-seven percent (67%) of the aggregate of the Percentage Vote of the Owners of Condominium Units as required by the Declaration referenced in the First Amendment.

We affirm under penalty for perjury, that the foregoing representations are true.

STONE BRIDGE HOMEOWNERS'  
ASSOCIATION, INC.

By:   
Richard Westlake, President

By:   
Cathy Armour, Secretary

STATE OF INDIANA                    )  
  ) SS:  
COUNTY OF JOHNSON                )

Before me, a Notary Public in and for the State of Indiana, personally appeared Richard Westlake and Cathy Armour, the President and Secretary, respectively, of Stone Bridge Homeowners' Association, Inc., an Indiana non-profit corporation, who acknowledged the execution of the foregoing Affidavit on behalf of said non-profit corporation, and who, having been duly sworn, stated that any representations contained therein are true.

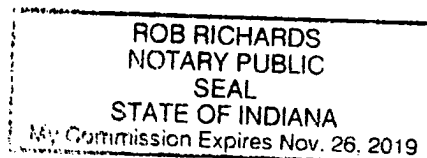
WITNESS my hand and Notarial Seal this 21 day of December, 2012.

My Commission Expires:

11-26-2019

ROBIN S. RICHARDS  
Printed Robin S. Richards  
Notary Public

A resident of JOHNSON County, Indiana



**CONSENT OF MORTGAGEE:**

The undersigned, Cornerstone Investment Properties, LLC an Indiana Limited Liability Company ("Mortgagee"), as assignee of HomeFederal Bank, is the mortgagee pursuant to a mortgage encumbering certain portions of the Real Estate, which mortgage was recorded on January 19, 2006 as Instrument Number 2006-0006384, in the office of the Recorder of Marion County, Indiana (the "Mortgage"). The Mortgage was assigned to Mortgagee pursuant to that certain Assignment of Mortgage recorded on August 2, 2011 as Instrument Number 201100068538, in the office of the Recorder of Marion County, Indiana, Mortgagee hereby consents to the recording of the above First Amendment to Declaration and First Amendment to Bylaws.

Executed this 21 day of December, 2012.

Cornerstone Investment Properties, LLC

By: Aaron M. Lee  
Aaron M. Lee, Managing Member