

EXHIBIT "G"

**GRANT OF RIGHT TO IMPROVE CERTAIN LIMITED COMMON AREAS
WITHIN THE WINDRIDGE HORIZONTAL PROPERTY REGIME
AND ACKNOWLEDGMENT OF LIEN**

This Grant of Right to Improve Certain Limited Common Areas Within The Windridge Horizontal Property Regime and Acknowledgment of Life (hereafter, "Grant") is hereby executed as of the last date of execution below.

WITNESSETH:

WHEREAS, a certain "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime," dated October 5, 1975, was recorded on October 9, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-56011 (hereafter, "Declaration") which established an expandable horizontal property regime known as Windridge; and

WHEREAS, attached to Declaration were the Code of By-Laws of Windridge Co-Owners Association, Inc. ("By-Laws"); and

WHEREAS, the By-Laws were last amended by a certain "Amended and Restated Code of By-Laws of Windridge Co-Owners Association, Inc." dated May 20, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 1994-0121954 (hereafter, "Restated By-Laws"); and

WHEREAS, after the Declaration was amended several times, it was amended and restated in its entirety by the "Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime" dated June 1, 1994, and recorded on August 8, 1994, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 1994-0121955 (hereafter, "Restated Declaration"); and

WHEREAS, the Restated Declaration was last amended by the "Amendments to the Ninth Amendment to and Restatement of Declaration of Horizontal Property Ownership--Windridge Horizontal Property Regime" dated August 20, 1998, and recorded on November 2, 1998, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 1998-0189542 (hereafter, said Amendments and the Restated Declaration shall be collectively referred to as the "Amended Declaration"); and

WHEREAS, the developers of Windridge filed certain Supplemental Declarations with the Office of the Recorder of Marion County, Indiana, whereby Windridge was expanded upon the contemporaneous recording with the Office of said Recorder of Plans for additional Dwelling Units in Windridge; and

WHEREAS, said original Plans show the location and dimensions of the Dwelling Units as well as the Limited Common Areas which are appurtenant to each Dwelling Unit; and

WHEREAS, the undersigned Owner(s) of the Dwelling Unit described in Exhibit "1" hereto desires to make improvements to the Limited Common Areas appurtenant to his or her Dwelling Unit pursuant to Paragraph 32 of the Amended Declaration, recognizing that certain liens in favor of the Association will be created as to said Dwelling Unit as a result of said improvements; and

WHEREAS, the Windridge Co-Owners Association, Inc. (hereafter, "Association") hereby grants approval to the undersigned Owner's request under the following terms and conditions.

NOW, THEREFORE, for and in consideration of the terms herein, the undersigned Owner(s) and the Association agree as follows:

1. The undersigned Owner represents that he/she/they is/are the legal owner(s) of record of the Dwelling Unit, the legal description for which is attached hereto and incorporated herein as Exhibit "1".
2. The undersigned Owner wishes to make certain improvements in and upon the Limited Common Area which is appurtenant to, and solely belonging to, such undersigned Owner's Dwelling Unit. All construction work shall be completed substantially in accordance with the plans and specifications so approved by the Board of Managers which are attached hereto and incorporated herein as Exhibit "2" (hereafter, "Improvements").
3. No portion of the Improvements shall encroach upon any of the Common Areas of Windridge. No portion of the Improvements shall encroach upon or in any way impair access to or use of any other Dwelling Unit or any Limited Common Area serving any other Dwelling Unit.
4. After the improvements are completed, they will continue to be deemed part of the Limited Common Areas appurtenant to the undersigned Owner's Dwelling Unit, and shall not be added to or become a part of the undersigned Owner's Dwelling Unit with respect to any relationship between the Association, the undersigned Owner, and any other Co-Owners. The Association makes no representation as to the effect of the Improvements for any other purpose, including but not limited to the real estate taxes payable by the undersigned Owner with respect to the Improvements or the Limited Common Areas appurtenant to said Owner's Unit.
5. As a result of the Improvements not being added to or becoming a part of the undersigned Owner's Dwelling Unit, the undersigned Owner's Percentage

Interest with respect to the Dwelling Unit and the Windridge Horizontal Property Regime will remain unchanged. Thus, said undersigned Owner shall have no additional voting rights as a result of the Improvements.

6. The undersigned Owner shall pay all costs and expenses (whether incurred by such Owner or the Association) associated with the Improvements, including without limitation any and all legal, engineering, architectural and recording fees relating to the review, preparation and recording of this Grant and any other documents necessary to make such Improvements comply with the provisions of paragraph 32 of the Amended Declaration.
7. This Grant and all terms herein shall run with the land and be binding upon the undersigned Owner's heirs, successors and assigns. Nothing herein shall be deemed to establish purely personal obligations of the undersigned Owner.
8. It shall be the responsibility of the undersigned Owner, not the Association, for all costs and expenses relating to the maintenance, repairs and replacements with respect to the Improvements, and for any increase in insurance premiums, if any, assessed against the Association with respect to such Improvements. However, notwithstanding anything else to the contrary in the Amended Declaration or the Restated By-Laws, and to ensure the uniformity of appearance and the integrity and continuation of maintenance, repairs and replacements with respect to the Windridge community, the Association shall perform all such maintenance, repairs and replacements for the Improvements to the same extent as if the Improvements constituted a portion of the Owner's Dwelling Unit. Such work shall be done pursuant to a written estimate delivered to the undersigned Owner by the Association at least thirty (30) days in advance of the anticipated commencement date of the work. However, if immediate maintenance or repairs to the Improvements are necessary in the discretion of the Board of Managers, no written estimate shall be provided and the work may commence immediately. The Association's costs of maintenance, repair and replacement of the Improvements (as well as any increase in insurance premiums described above) (hereafter collectively referred to as "Improvement Costs") shall be payable by the undersigned Owner to the Association's upon the Association's presentation of an invoice. Such Improvements Costs shall be payable within the time period specified by the Board of Managers.
9. The undersigned Owner is deemed to covenant and agree to pay to the Association such Improvement Costs. The Improvement Costs shall be deemed a Special Assessment against the undersigned Owner and such Owner's Dwelling Unit only. The Improvement Costs, together with late charges, interest, costs and reasonable attorney's fees, shall be a charge on the Dwelling Unit, and shall be a continuing lien upon said Unit as provided in Section 6.1 of the Restated By-Laws. The Improvement Costs, together with late charges, interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Dwelling Unit at the time when the

Improvement Costs fell due as provided in Section 6.1 of the Restated By-Laws. Pursuant to all provisions of Section 6.6 of the Restated By-Laws, the lien of the Improvement Costs shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment.

10. The Board of Managers, in their sole discretion, shall determine what repairs, maintenance and replacements are necessary with respect to the Improvements, as well as the selection of who will perform such work. Thus, notwithstanding anything else to the contrary in the Amended Declaration or the Restated By-Laws, the Board of Managers shall be solely responsible for determining the Improvement Costs payable by the undersigned Owner.
11. In the event the Owner fails to pay the Improvement Costs, the Association shall have all the rights set forth in Section 6.5 of the Restated By-Laws.
12. Upon execution, this Grant shall be incorporated by this reference into the Amended Declaration.
13. After the complete execution of this Grant, it shall be recorded (along with the Exhibits hereto) with the Office of the Recorder of Marion County, Indiana.

(Attachments hereto shall include Exhibit "G-1", containing the Owner's plans for the proposed construction, and Exhibit "G-2" including the specification thereto.)