
DECLARATION OF HORIZONTAL PROPERTY REGIME

AND OF

EASEMENTS, RESTRICTIONS, COVENANTS

AND BY-LAWS

FOR

HUNTERS GLEN

CONDOMINIUM ASSOCIATION , INC.

A Not-For-Profit Corporation

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**AMENDED AND RESTATED
DECLARATION OF HORIZONTAL PROPERTY REGIME**

AND OF

**EASEMENTS, RESTRICTIONS, COVENANTS
AND BY-LAWS**

FOR

**THE HUNTERS GLEN CONDOMINIUM ASSOCIATIONS, INC.
A Not-For-Profit Corporation**

THIS AMENDMENT AND RESTATEMENT OF THE DECLARATION OF HORIZONTAL PROPERTY REGIME AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC. is made and entered into by the Board of Directors of Hunters Glen Condominium Association, Inc. an Indiana Not-For-Profit Corporation ("Association")

WITNESSETH

WHEREAS, There heretofore has been executed a Declaration of Horizontal Property Regime and of Easements, Restrictions, Covenants and By-Laws for the Hunters Glen Condominium Association, Inc., dated October 22, 1979 and recorded on said date in the Hamilton County, Indiana Recorder's Office in Book 316 Page 184, as amended by the First Amendment thereto recorded on December 29, 1980 and rerecorded January 9, 1981 in Book 163 Page 368 in the Hamilton County, Indiana Recorder's Office, and as further amended by the Second amendment thereto recorded on September 4, 1981 in the Hamilton County, Indiana Recorder's Office and as further amended by the Third Amendment thereto recorded on March 18, 1986 in Book 186 Page 538 in the Hamilton County, Indiana Recorder's Office (the "Declaration").

WHEREAS, After receiving the affirmative vote of at least seventy-five percent (75%) or the total votes of the Unit Owners, as provided in Section 11.07 of the Declaration, it is desired that the Declaration be amended and restated as set forth herein.

NOW THEREFORE, the Declaration is amended and restated as follows:

**ARTICLE I
DEFINITIONS**

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 *Declaration*. This instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.02 *Parcel*. The following described parcel of real estate situated in Hamilton County, Indiana (hereinafter called the "Parcel")

A part of the Southwest Quarter of Section 31; Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of said section; thence North 01 degrees 04 minutes

45 seconds West and along the West line thereof 1752.85 feet; thence North 89 degrees 55 minutes East and along the centerline of Carmel Drive 600 feet to a point; then North 01 degrees 04 minutes 45 seconds West 941.15 feet to a point 33 feet North of the North line of the South Half of said section 31; thence North 89 degrees 55 minutes East and parallel with said North line 653.50 feet; thence South 01 degrees 04 minutes 45 seconds East 33 feet to the North line of said Half Section; thence North 89 degrees 55 minutes East and along said North line 313.703 feet to the BEGINNING POINT OF THIS DESCRIPTION; thence North 89 degrees 55 minutes East and along said North line 788.867 feet; thence South 00 degrees 05 minutes East 688.20 feet to the centerline of Carmel Drive; thence South 89 degrees 55 minutes West and along the center of Carmel Drive 732.30 feet to the P.C. of a curve to the left, said curve having a delta of 20 degrees 00 minutes and a radius of 1145.92 feet; thence southwesterly in a direction along said curve 56.58 feet to a point; said point being North 02 degrees 54 minutes 46 seconds West 1145.9 feet from the radius point thereof; thence North 00 degrees 05 minutes 00 seconds West 689.619 feet to the BEGINNING POINT, entire tract of real estate above described, which is hereby submitted to the provisions of the Act.

1.03 *Buildings*. The structures located on the Parcel, forming a part of the Property and containing the Units, as shown by the Plans, as hereinafter defined.

1.04 *Property*. All the land, property and space comprising the Parcel, all improvements and structures, erected, constructed or contained therein or thereon, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

1.05 *Unit*. A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and more specifically described hereafter in Article II.

1.06 *Common Areas*. All portions of the Property, except the Units, and including the Limited Common Areas, unless otherwise expressly specified herein. The Common Areas include, without limitation, the land, foundations, walls, hallways, stairways, trash room, entrances and exits, Parking Area, storage areas, roof, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), swimming pool, clubhouse, office portions of the clubhouse, maintenance-bathhouse building, central heating and ventilating systems servicing the Common Areas (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Buildings, outside walks and driveways, landscaping, decorative brick wall along portions of The Property boundaries, fencing and all portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be a part of the Common Areas. Any references to "Common Areas" appearing on the Plat (except references to Limited Common Area) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Areas in any way.

1.07 *Limited Common Areas*. A portion of the Common Areas so designated in this Declaration or on the Plans as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Areas which by the terms of this Declaration or Plans or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Area.

1.08 *Unit Ownership*. A part of the Property consisting of one Unit, the Exclusive Parking Use to a Covered Space, as applicable, and the undivided interest in the Common Areas appurtenant thereto.

1.09 *Parking Area*. The part of the Common Areas provided for parking automobiles.

1.10 *Parking Space.* A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

1.11 *Person.* A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.12 *Unit Owner.* The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

1.13 *Occupant.* Person or persons, other than a Unit Owner, in possession of a Unit.

1.14 *By-Laws.* The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation all as hereinafter set forth, or as the same may be from time to time duly amended, the same to have full force and effect whether applied to or by the Board or the Association, as hereinafter defined. Articles V, VI and VII hereof shall constitute the By-Laws of the Association.

1.15 *Association.* The Hunters Glen Condominium Association, Inc., an Indiana not-for-profit corporation.

1.16 *Majority of the Unit Owners.* Those Unit Owners, without regard to their number, who own more than fifty percent (50%) of the aggregate of the entire undivided ownership interest in the Common Areas. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Areas.

1.17 *Board.* The parties determined pursuant to Article V hereof, and who are vested with the authority and responsibility of administering the Property.

1.18 *Common Expenses.* The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.

1.19 *Plans.* The floor plans of the Buildings and Units prepared by Schneider Engineering Corporation which are incorporated herein by reference.

1.20 *Covered Parking Space.* A Parking Space located outside of the Buildings and designated as a Limited Common Area pursuant to Section 4.04 hereof.

ARTICLE II

UNITS AND BUILDINGS

2.01 *Description and Ownership*

(a) All Units are delineated on the Plans and listed on Exhibit A, and shall have lawful access to a public way.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plans as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilation systems or equipment situated entirely within a Unit and serving only such Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plans. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A and every such description shall be deemed good and sufficient for all purposes.

(c) No Unit Owner shall, by deed, plat, court decree or otherwise, combine or subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plans.

2.02 *Certain Structures Not Constituting Part of a Unit.* Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Buildings, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.03 *Real Estate Taxes.* It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Areas as provided in the Act provided, however, until such time as separate real estate tax bills are issued with respect to each Unit, the real estate taxes imposed on the Property shall be included in the Common Expenses assessed pursuant to this Declaration.

2.04 *Description of Buildings.* There are twenty-two (22) buildings containing one hundred forty-nine (149) Units plus a clubhouse as part of the twenty second building and a maintenance-bathhouse building. All buildings contain two stories except the maintenance-bathhouse building which is one story. None of the buildings have basements.

ARTICLE III COMMON AREAS

3.01 *Ownership of Common Areas.* Each Unit Owner shall be entitled to the percentage of ownership in the Common Areas allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit A attached hereto. The percentages of ownership interests set forth in Exhibit A have been computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Areas shall be an undivided interest, and the Common Areas shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Areas corresponding to said Unit. The undivided percentage of ownership in the Common Areas corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.02 *Description of Limited Common Areas.* That portion of the Common Areas which are designated as Limited Common Areas shall include, but not be limited to the following: (a) balconies, garden areas and patios serving exclusively a single Unit, including those rear yard areas enclosed partially or completely by a fence which is immediately adjacent and leads to a Unit; (b) Covering Parking Spaces; (c) perimeter doors and windows which serve exclusively a single Unit; (d) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (e) a storage closet for each Unit bearing the Units designation as shown on the Floor Plans except the Unit in the clubhouse building which does not have such a storage closet; (f) fireplaces shown on the Floor Plans shall be Limited Common Areas of the Unit they serve as shown on the Floor Plans; (g) a mailbox in the entry core leading to each unit shall be assigned to each Unit served by such entry core by the Board of the Association; (h) any fence which borders any garden shall be a Limited Common Area appurtenant to the Unit served by the garden area; and (i) any system or component part thereof which serves a unit exclusively to the extent that such system or component part is located outside the boundaries of a Unit.

ARTICLE IV
PROVISIONS AS TO UNITS AND COMMON AREAS

4.01 *Submission of Property to the Act.* The Property is hereby submitted to the provisions of the Horizontal Property Law of the State of Indiana.

4.02 *No Severance of Ownership.* No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Areas, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.03 *Easements.*

(a) *Encroachments.* In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of the Buildings, any part of the Common Areas encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Areas, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Areas for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Areas by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any pipes, ducts, flues, shafts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case valid easements for the maintenance of such encroachment and for such use of the Common Areas are hereby established and shall exist for the benefit of such Unit, or the Common Areas, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Areas be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Unit Owners or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) *Easements for Utilities and Additional Purposes.* All suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Areas for the purpose of providing the Property with utility services together with the reasonable right of ingress from the Property for said purposes provided, however, that the location of any such easements shall be subject to the approval of the Board. The Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including, but not limited to, such easements as may be required to construct keep and maintain improvements upon the Common Areas for the benefit of the Property over, under, along and on any portion of said Common Areas and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(c) *Easements to Run with Land.* All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article,

or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.04 Parking Areas. The Parking Area is a part of the Common Areas, and includes all Parking Spaces and all entrances, exits, fixtures, equipment and associated facilities. The Board or the Association may allocate Parking Spaces on such basis as the Board or Association deems appropriate and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit. Notwithstanding anything to the contrary herein contained, a portion of the Parking Area has been divided into Covered Parking Spaces and delineated on the Plans. The legal description of each Covered Parking Space shall consist of the identifying symbol of such Parking Space as shown on the Plans. Wherever reference is made to any Covered Parking Space in a legal instrument or otherwise, a Covered Parking Space may be legally described by its identifying symbol as shown on the Plans and every such description shall be deemed good and sufficient for all purposes. Unit Owners will have the right to purchase, as a Limited Common Area, the exclusive use to a covered Parking Space and he shall have his Unit Ownership include as a right and benefit appurtenant thereto, a grant of a perpetual and exclusive use, hereinafter referred to as the "Exclusive Parking Use." consisting of the right to use for parking purposes that certain Covered Parking Space purchased by said Unit Owner and set forth on his Deed. Each deed, lease, mortgage, or other instrument affecting a Unit Ownership shall include the Exclusive Parking Use to the specific Covered Parking Space so purchased and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Exclusive Parking Use to the specific Covered Parking Space expressly allocated to said Unit, shall be deemed and taken to include the said Exclusive Parking Use to the said Covered Parking Space, even though not expressly mentioned or described therein. Owners may lease between themselves the Exclusive Parking Use to a Covered Parking Space appurtenant to their own Unit Ownership. No person not having an interest in a Unit Ownership shall have any interest in and to a Covered Parking Space for any purpose unless permission in writing is given by the Board. The term of any lease of the Exclusive Parking Use to any specific Covered Parking Space shall not exceed two (2) years. All Covered Parking Spaces and access thereto shall be subject to such reasonable rules and regulations as may be established by the Board, as hereinafter provided, including the requirement that such exclusive use encompass the obligation to pay monthly, as determined by the Board, for the cost of maintaining and repairing in addition to other services, that portion of the Common Areas subject thereto, as an expense of a Unit Owner rather than a Common Expense.

4.05 Use of the Common Areas.

(a). *General.* Each Unit Owner shall have the right to use the Common Areas (except the Limited Common Areas and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Areas shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Areas, if any, serving such Unit alone or serving such Unit together with adjoining Units. Such rights to use the Common Areas, and the Limited Common Areas, including the Parking Area shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Areas, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions, or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe

(b) *Guest Privileges.* The afore described rights shall extend to the Unit Owner and the members of the immediate family and authorized guest and other authorized Occupants and visitors of the Unit Owner, subject to reasonable rules and regulations with respect thereto. The use of the Common Areas and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this

Declaration and the By-Laws and rules and regulations of the Board as may be imposed from time to time.

(c) *Disclaimer of Bailee Liability.* Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Areas (including vehicles parked in the Parking Area), whether or not exclusive possession of any particular areas shall be given to any Unit Owner for storage purposes and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

4.06 *Maintenance, Repairs and Replacements.*

(a) *By the Board.* The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Buildings excluding, however, interior wall, ceiling and floor surfaces; In addition, the Board or Association shall maintain, repair and replace all pipes, wires, conduits, ducts, flues, shafts and other facilities for the furnishing of utility services which may be located within Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under subparagraph (b) below, or any other provision of this Declaration. The Association shall also be responsible for the mowing of grass in that portion of the Common Area which is designated as a Limited Common Area herein. Maintenance, repairs and replacements of the Common Elements (except as specifically provided herein) shall be furnished by the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(b) *By the Unit Owner.* Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit and of the doors and outside windows and frames and screens appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures, plumbing fixtures or installations, and any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilating system or equipment situated entirely within the Unit and servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished by the Board as part of the Common Expenses, and provided further that the Board or the Association may provide, by its rules and regulations as may be imposed from time to time, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by building personnel as a Common Expense or as user charges pursuant to Section 6.08 hereof.

(ii) All the decorating within his own Unit and the Limited Common Areas servicing his Unit as may be required from time to time, including, but not limited to, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense. Such maintenance and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. Except with respect to improvements in place as of the date of the recording of this Declaration, each Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e. tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to the Unit below, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-

conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The surfaces of all windows (inside and out) forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time.

(iii) All of the maintenance, repair and replacements of the Limited Common Areas benefitting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provide herein, shall be performed by the respective Unit Owner. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the direction of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Areas and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics or materialmen's lien claims that may arise therefrom.

(c) In the event that any repair or replacement to the Common Areas (including Limited Common Areas) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.08 hereof and for which insurance proceeds are available as provided in Section 8.01 hereof, the Association, at it expense, shall be responsible for the repair or replacements of such Common Areas.

(d) *Nature of Obligations.* Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the buildings nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything herein above to the contrary, no Unit Owner shall have a claim against the Board or Association for any work (such as certain exterior window cleaning or repair of the Common Areas) ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for unless the same shall have been agreed to in advance by the Board or Association.

4.07 Additions, Alterations or Improvements:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Areas may charge the Owners benefited thereby) additions, alterations, or improvements to the Common Areas. The cost of such work to the Common Areas may be paid out of a special assessment.

(b) No additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Areas and no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work affects the safety or structural integrity of the Buildings, reduces the value thereof or impairs any easement granted hereunder) without the prior written consent of all Unit Owners. In the event such consent is obtained, such consent may be conditioned upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration

or improvement is made by a Unit Owner without the prior written consent of the Unit Owners, then the Board may, in its discretion take any of the following actions:

- (1) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Owner's expense; or
- (2) If the Unit Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (3) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

4.08 *Negligence of Unit Owner.* If, due to the negligent act or omission of a Unit Owner, or a member of his family or household pet or of a guest or other authorized Occupant or visitor of such Unit Owner, damage shall be caused to the Common Areas or to a Unit or Units owned by others or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4.09 *Joint Facilities.* To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Areas, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board as may be imposed from time to time. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Buildings, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving other Units or the Common Areas.

ARTICLE V ADMINISTRATION

5.01 *Administration of Property.* The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board" or the "Board of Managers") which shall consist of seven (7) persons who shall be elected in the manner hereinafter set forth. Said Board shall be deemed the "Board of Directors" for the Unit Owners referred to in the Act. Each member of the Board shall be one of the Unit owners and shall reside on the property; provided, however that in the event a Unit Owner is a corporation partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust, or other legal entity, shall be eligible to serve as a member at the Board, so long as any agent resides on the Property. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

5.02 *Association.* The Association has been formed, prior to the recording hereof, as a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Indiana, having the name (or a name similar thereto) HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC., and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue

certificates evidencing membership therein and shall have only one class of membership.

5.03 *Voting Rights.* There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member" Such voting member may be the Unit Owner or one of a group who compose the Unit Owner of a Unit Ownership, or be some person designated by such Unit Owner to act as proxy on his or their behalf which person must be Unit Occupant. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator or by written notice to the Board by the designator. Any or all Unit Owners may be present at any meeting of the voting members and (those constituting a group acting as a single voting member) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common elements applicable to his or their Unit Ownership as set forth in Exhibit A.

5.04 *Meetings.*

(a) *Quorum.* Meetings of the voting members shall be held at the Property or at such other place in Hamilton County, Indiana, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting member having twenty-five percent (25%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present at the commencement of the meeting upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners, or, in the absence of such rules, Roberts Rules of Order shall be used.

(b) *Annual Meeting.* There shall be an annual meeting of the voting members on the second Tuesday of May of each succeeding year thereafter at 7:30 P.M. or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members, at least ten (10) and not more than thirty (30) days prior to the meeting date.

(c) *Special Meetings.* Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members or for any other reasonable purpose provided, however, that the following matters shall require the approval of voting members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by ten percent (10%) of the voting members and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

5.05 *Notice of Meetings.* Except as otherwise provided herein, notices of meeting of the voting members shall be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board provided that any such notice shall be delivered no less than ten (10) days and no more than thirty (30) days prior to the date fixed for such meeting and shall state the date, time, place and purpose of such meeting.

5.06 *Board of Directors.*

(a) The voting members shall elect the Board consisting of seven (7) members. In all elections for members of the Board, each voting member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may decrease the term of office of Board members at any annual or special meeting, provided that (i) such number shall not be less than three (3), (ii) the terms of at least one-third (1/3) of the persons on the Board shall expire annually, and (iii) no Board member shall be elected for a term of more than two (2) years but Board members may succeed themselves. Members of the Board shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members for the term of one (1) year (i) a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments thereto as provided in this Declaration, (ii) a Secretary of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

(c) Any Board member may be removed from office at any time by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which meeting is called shall be stated in the notice.

5.07 *General Powers of the Board.* The Board shall have the following general powers:

(a) The Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board, provided, however, that any agreement for professional management shall provide for termination by either party for cause upon thirty (30) days written notice and shall be for a term not to exceed one (1) year.

(b) The Board shall have the power and duty to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(c) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency

repairs as may be necessary to prevent damage to the Common Areas or to any other Unit or Units.

(d) The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations of, capital additions to, or capital improvements of the Common Areas (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of this Declaration or unless required for emergency repair, protection or operation of the Common Areas), requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without in each case the prior written approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Areas.

(e) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board. The managing agent of the Property may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

(f) The Board by vote of at least two-thirds (2/3) of its members and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Property. Written notice of such rules and regulations, together with any amendments thereto, shall be given to all voting members.

(g) The Board, by a vote of at least two-thirds (2/3) of the persons on the Board, subject to the terms of this Declaration, has the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Areas, including without limitation leases and/or licenses relating to the Parking Areas, all upon such terms as the Board deems appropriate.

(h) Nothing herein above contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

(i) The Board shall have the power to bid for and purchase any Unit Ownership (or interest therein) at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners owning not less than sixty-six and two-thirds percent (66 2/3%) in the aggregate of the undivided ownership of the Common Areas which consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

(j) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in this Declaration or the Act.

(k) Subject to the provisions of Section 4.04 and Section 4.06 (b) (iii) hereof, the Board for the benefit of all Unit Owners shall acquire and shall pay out of the maintenance fund hereinafter provided for, the following:

(i) Operating expenses of the Common Areas, including water, electricity, gas and telephone and other necessary utility service for the Common Areas and (if not separately metered or charged) for the Units.

(ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and nonadverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Areas (but not including the interior surfaces of the Units and of the perimeter doors appurtenant thereto, and repair of windows and frames and screens which the Unit Owners shall clean, maintain and repair) and such furnishings and equipment for the Common Areas as the Board shall determine are necessary and proper.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first-class condominium development or for the enforcement of the restrictions contained herein.

(v) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Areas, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(vi) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Areas, or any other portion of the Buildings, and if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

5.08 Insurance.

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Insurance on the Property, including the Units and the Common Areas, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than ninety percent (90%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Property, including the Units and the Common Areas, shall be determined from time to time by the Board, which determination may be based upon appropriate insurance appraisals. Insurable replacement cost shall be deemed to be the cost of restoring the Common Areas, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. The cost of any and all such appraisals shall be Common Expenses.

(ii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Unit Owner, occurring in, on or about the Property or upon, in or about the streets and passageways and other areas adjoining the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable (but in no event for less than One Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident.)

(iii) Such workmen's compensation insurance as may be necessary to comply with applicable laws

(iv) Employer's liability insurance in such amount as the Board shall deem desirable.

(v) A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners in such amount as the Board shall deem desirable.

(vi) Such other insurance (including insurance with respect to officers and directors' liability) in such reasonable amounts as the Board shall deem desirable.

The Premiums for the above described insurance, except as otherwise provided in this Section 5.08, shall be Common Expenses.

(b) All insurance provided for in this Section 5.08 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Indiana.

(c) All policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.08 shall name as insured the Board as trustees for the Unit Owners in the percentages established in Exhibit A to this Declaration as the respective interests of all such assureds may appear: (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit: (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (i) of Paragraph (a) or this Section 5.08 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.08 any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration.

(d) All policies of insurance of the character described in clauses (ii), (iv), (v) and (vi) of Paragraph (a) of this Section 5.08 shall name as assureds each Unit Owner and their spouses and the Association, Board and its managing agent, and the other agents and employees of such Association, Board and managing agent. In addition, all policies of insurance of the character described in clause (ii) of Paragraph (a) or this Section 5.08 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents and the Unit Owners and occupants and shall cover claims of one or more insured parties against other insured parties.

(e) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in Paragraph (a) of this Section 5.08 at least thirty (30) days prior to the expiration date of the respective policies and shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(f) The loss, if any, under any policies of insurance of the character described in clause (i) in Paragraph (a) of this Section 5.08 shall be payable, and the insurance proceeds paid, on account of any such loss shall be paid to the Board, as trustee for each of the Unit Owners in their respective percentages of ownership in the Common Areas as established in this Declaration, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's, and other similar liens.

(g) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and furnishings and personal property therein, and his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. All policies of casualty insurance carried by each Unit Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

(h) Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the management agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he shall be responsible for any deficiency in any insurance loss recovery from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including but not limited to, carpeting, special floor, special wall covering and paneling. The insurance coverage described in this paragraph (h) of Section 5.08 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

(i) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Areas, the Units, or to any personal property located in the Unit or Common Areas caused by fire or other casualty to the extent that such damages is covered by fire or other form of casualty insurance.

5.09 *Cancellation of Insurance.* The Board shall be responsible, in the event any insurance required under Section 5.08(a) (i) or (ii) is canceled, for serving notice of such cancellation upon any person insured thereunder. In addition, written notice of the procurement of any insurance obtained by the Association and any subsequent changes in said coverage shall be furnished to any person or entity insured thereunder.

5.10 *Liability of the Board of Directors.* Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlements) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas bears to the total percentage interest of all Unit

Owners in the Common Areas. Every agreement made by the Board or by the managing agent on behalf of the Unit Owners shall provide that members of the Board or the managing agent, as the cases may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Areas bears to the total percentage interest of all Unit Owners in the Common Areas.

ARTICLE VI

COMMON EXPENSES-MAINTENANCE FUND

6.01 *Preparation of Estimated Budget.* Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall on or before November 15 notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner as least thirty (30) days prior to its adoption by the Board. The annual budget shall also take into account the net available cash income for the year derived from the operation or use of the Common Areas. Subject to the provisions of Section 4.04 and 4.06(b) (iii) hereof, said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas as set forth in Exhibit A attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over a short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Section 6.02 hereof.

6.02 *Reserve for Contingencies and Replacements-Supplemental Budget.* The Board shall build up and maintain a reasonable reserve for contingencies and replacements, which reserve shall be segregated and allocated for specific purposes and maintained in a separate interest-bearing account with a bank or savings and loan association authorized to conduct business in Hamilton County, Indiana. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of the contingency and replacement reserve which remains unallocated. If the "estimated cash requirement" proves inadequate for any reason or in the event a non-recurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.03 Intentionally Omitted.

6.04 *Failure to Prepare Annual Budget.* The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established

for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.05 *Books and Records.* The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection at the office of the Association, if any, by any Unit Owner or any holder of a first mortgage lien on a Unit Ownership, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days notice to the Board and payment of reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

6.06 *Status of Collected Funds.* All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit A.

6.07 Intentionally Omitted.

6.08 *Non-Use and Abandonment.* No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or their Units.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 *Use and Occupancy.* The Property shall be occupied and used as follows:

(a) Each Unit or any two or more adjoining Units used together shall be used for housing and related common purposes for which the Property was designed and for no other purpose. That part of the Common Areas separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from such adjoining Units provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Areas; (ii) the Unit Owner shall furnish to the Board not less than ten (10) days prior to the date Unit Owner desires to commence such work, plans detailing the work to be done; (iii) the Board consents to the performance of such work; (iv) the expense of such alterations shall be paid in full by the Unit Owner making such alterations; and (v) such Unit Owner shall pay in full the expense of restoring such Common Areas to their former condition prior to such alterations in the event such Units cease to be used together.

(b) There shall be no obstruction of the common Areas nor shall anything be stored in the Common Areas (except in areas designed for such purpose) without prior consent of the board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Areas serving the Units which will increase the rate of insurance on the Buildings or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Areas which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas.

(d) Without prior consent of the Board, Unit Owners shall not cause or permit anything to be placed on the outside walls of the Buildings and no sign, awning, canopy, or shutter shall be affixed to or placed upon

the exterior walls or roof of any part thereof; and Unit Owners shall not cause or permit the enclosure (either partially or entirely) of any Unit containing more than one (1) story. Without prior consent of the Board, no satellite dish, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of the Buildings.

(e) In order to enhance the sound conditioning of the Buildings, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations for the Board provided, however, that this provision shall not apply to any Unit containing more than one (1) story.

(f) No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Areas except that dogs and cats or other usual household pets may be kept in Units subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board. The Board may restrict pets from access to any portions of the Common Areas and may designate other portions of the Common Areas to accommodate the reasonable requirements of Unit Owners who keep pets.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas, nor shall anything be done herein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Nothing shall be done in any Unit or in, on or to the Common Areas which will impair the structural integrity of the Buildings or which would structurally change the Buildings except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall overload the floors of any Unit. The use of water beds and similar furnishings and equipment which may cause floor overloads shall be subject to Board approval.

(i) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purpose.

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas except that subject to reasonable rules and regulations of the Board, (i) baby carriages, bicycles and other personal property may be stored in the common storage areas designated for the purpose and (ii) all amenity and service areas may be used for their intended purposes.

(k) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(l) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property.

(m) The Unit restrictions in paragraphs (a) and (k) of this Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (a) and (k) of this Section 7.01.

(n) The following restriction shall apply to the lease to rental of any Unit:

(1) Limit on Number of Leased Units. In order to insure that the residents within the Property share the same proprietary interest in and respect for the Units and the Common Areas, no more than twenty-two (22) Units, at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Section 7.01(n)(1), a Unit is exclusively occupied by one or more non-owner tenants, if the Unit Owner of the Unit does not also correspondingly occupy the Unit as his/her principal place of residence. Prior to the execution of any lease, and in addition to the requirements set forth in this Section 7.01(n)(1), the Unit Owner must notify the Board or the Board's agent as to the Unit Owner's intent to lease his/her Unit. After receiving such notice, the Board or the Board's agent shall advise the Unit Owner if the Unit may be leased or whether the maximum number of Units within the Property is currently being leased. If the maximum number of Units is already being leased, the Board or the Board's agent shall place the Unit Owner on the waiting list in priority order based on the date of notice from the Unit Owner, and shall notify the Unit Owner of that Unit Owner's position on the waiting list. When an existing non-owner occupant vacates a Unit, the Unit Owner of that Unit shall immediately notify the Board or the Board's agent of such fact and that Unit cannot be re-rented or leased until all prior Unit Owners on the waiting list, if any, have had a chance to rent or lease their Units. A Unit Owner on the waiting list who obtains the opportunity to rent or lease his/her Unit, must present an executed lease to the Board or to the Board's agent, within sixty (60) days of the date of notice that he/she may rent or lease the Unit, or that Unit Owner will forfeit his/her position on the waiting list. The Board may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this paragraph, to a Unit Owner that the Board determines is actively and in good faith trying to sell his/her Unit.

(2) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. No portion of any Unit other than the entire Unit may be leased for any period. No subleasing is permitted. No Unit Owner will be permitted to lease or rent his/her Unit, if the Unit Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-laws and any rules and regulations promulgated by the Board, as amended, to the same extent as if the tenant were a Unit Owner and a member of the Association; and shall provide for direct action by the Association and/or any Unit Owner against the tenant with or without joinder of the Unit Owner of such Unit. The Unit Owner shall supply copies of the Declaration, By-laws and rules and regulations to the tenant prior to the effective date of the lease. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(3) Six Month Waiting Period. In addition to all other provisions, for a period of at least six (6) months after a Unit Owner's acquisition of a Unit, the Unit Owner cannot rent or lease that Unit for exclusive occupancy by one or more non-owner tenants. After such time, said Unit will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Unit which was properly leased under these rules by the previous Unit Owner, the new Unit Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Unit Owner, if he/she wants to lease his/her Unit, must meet all requirements the same as other Unit Owners who are not exempted.

(4) Unit Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Unit Owner from his/her responsibility to the Association and the other Unit Owners for compliance with the provisions of the Declaration, By-laws and any rules and regulations promulgated by the Board, or from the Unit Owner's liability to the Association for payments of assessments.

(5) Approval of Form of Lease. Any Unit Owner desiring to enter into a lease for his/her Unit shall submit the form of the proposed lease to the Board (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Section 7.01(n).

The Board may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the form of the lease shall be deemed approved. A copy of each executed lease by a Unit Owner (which may have the rental amount deleted) shall be provided to the Board by the Unit Owner within thirty (30) days after execution.

(6) Violations. If any Unit Owner leases or rents his/her Unit in violation of the provisions of this Section 7.01(n), the Association may bring a legal action to enjoin the improper conduct and in addition, the Unit Owner will be assessed a penalty of \$50 for each day that the violation continues. The penalty, if not paid will be secured by a continuing lien upon the property against which the assessment is made and may be collected by the Association in the manner provided in the Declaration for the collection of other assessments or charges.

(7) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Unit of a Unit Owner who, at the time of recording this provision, is renting or leasing said Unit for exclusive occupancy by one or more non-owner tenants, so long as such Unit continues to be owned by the same Unit Owner and is not occupied as a residence by such Unit Owner. In order for this exception to apply, said Unit Owner must deliver a copy of the executed lease which is in effect at the time to the Board within thirty (30) days after the recording of this document and shall furnish a copy of any subsequent lease within thirty (30) days after its execution. Such copy may have the rental amount deleted. Failure of such a Unit Owner to timely deliver a copy of any such lease to the Board shall result in said Unit Owner's Unit being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease so long as the occupants remain the same. Any Unit which falls under the exception of this paragraph shall, nevertheless, be counted as one of the twenty-two (22) maximum Units that may be rented at any given time even though such maximum does not apply to restrict such excepted Unit.

(8) Institutional Mortgages. The provisions set forth shall not apply to any institutional mortgage holder of any Unit which comes into possession of the mortgage holder by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure.

7.02 Amendment to By-laws. Articles V, VI and VII of this Declaration comprise the By-laws of the Association. The By-Laws may be amended pursuant to the provisions of Section 11.07 hereof which are applicable to this Declaration.

ARTICLE VIII

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDINGS

8.01 Partial Destruction. In the event of partial destruction of the improvements forming a part of the Property, or any portions thereof, including any Units from any cause, then the Association shall cause the Property to be promptly repaired and restored and the proceeds of the insurance carried by the Association shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of such reconstruction or in the event there are no proceeds or in the event the Property is not withdrawn from the provisions of this Declaration and from the provisions of the Act, then the costs of such reconstruction shall be borne by each Unit Owner in an amount equal to that Unit Owner's percentage of ownership interest in the Common Areas. Such amount shall be assessed as a Common Expense.

8.02 Complete Destruction. Within sixty (60) days after the date of any damage or destruction to any improvements forming a part of the Property, or any portions thereof, including any Units, from any cause,

a special meeting of the Unit Owners called for that purpose shall be held to determine, by a vote of no less than two-thirds (2/3's) of all of the Unit Owners, whether a complete destruction has occurred pursuant to the terms of Section 19(b) of the Act. In the event the Unit Owners determine that a complete destruction has occurred, then by a vote of no less than two-thirds (2/3's) of all of the Unit Owners, which vote shall occur at the same meeting, the Unit Owners shall determine whether to rebuild the Property. In the event such approval to rebuild is not obtained, then the provisions of Section 21 of the Act shall apply. In the event the Unit Owners determine that a complete destruction has not occurred, then the provisions of Section 8.01 hereof shall apply.

8.03 *Eminent Domain.*

In the event any portion of the Property is taken by condemnation of eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Areas appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Areas, not necessarily including the Limited Common Areas, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Area will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.04 *Repair, Restoration or Reconstruction of the Improvements.* As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Areas having the same vertical and horizontal boundaries as before.

ARTICLE IX

REMEDIES

9.01 *Abatement and Enjoyment.* The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, upon not less than ten (10) days notice, in addition to the rights set forth in the next succeeding section:

(a) To enter upon that part of the Property where such violation or breach exists and summarily abate and remove at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents shall not thereby be deemed guilty in any manner or trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eight (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit

or located elsewhere on the Property. Any and all such rights and remedies may be exercised at any time and from time to time cumulatively, or otherwise, by the Board. In addition, any aggrieved Unit Owner shall have the same rights and remedies as the Board hereunder in connection with any such violation.

9.02 *Involuntary Sale.* If any Unit Owner (either by his own conduct or any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall recur after such notice and subsequent curing thereof by the Unit Owner, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchase thereof shall thereupon be entitled to a deed to the Unit Ownership and, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

9.03 *Remedies for Failure to Pay Common Expenses.* Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Areas as set forth in Exhibit A. In the event of the failure of a Unit Owner to pay such Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner as provided by the Act: provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Section 9.03 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in this Section 9.03. If any Owner fails to pay any installment of such Common Expenses within thirty (30) days after the notice of default, the Board may accelerate the maturity of the remainder of installments of such Common Expenses due from such Unit Owner for the balance of the assessment year, and may enforce collection thereof and of all of such user charges then or thereafter falling due. A "late charge" in the amount of Thirty-five Dollars (\$35.00) per month shall be charged to and assessed against such defaulting Unit Owner until paid, which late charge shall be subject to review by the Board from time to time. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time.

ARTICLE X

MISCELLANEOUS PROVISIONS RE: MORTGAGEES

10.01 *Miscellaneous Provisions.* The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and to the extent if at all, that any other provisions of this Declaration conflicts with the following provisions, the following provisions shall control:

(a) The Association shall furnish each first mortgagee of a Unit a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments for charges to all Units, including the mortgaged Unit).

(b) Upon request in writing, each first mortgagee of a Unit shall have the right:

(i) to examine the books and records of the Association during normal business hours;

(ii) to receive an annual financial statement from the Association within ninety (90) days following the end of each of its respective fiscal years; and

(iii) to receive notices of all meetings of the Association and to designate a representative to attend such meetings; and

(iv) To receive notice of any decision by the Unit Owners to make a material amendment to this Declaration, By-Laws contained herein or Articles of Incorporation of the Association.

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled to timely written notice of any such loss.

(d) There shall be included in each annual assessment levied by the Association (but not as a special assessment) an amount sufficient to establish an adequate reserve fund for the replacement of the Common Areas.

(e) Unless the first mortgagees of all of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of complete destruction to the Buildings;

(ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (2) determining the pro rata share of ownership of each Unit Owner in the Common Areas, except as provided in Section 8.03 hereof;

(iii) partition or subdivide any Unit;

(iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the condominium project shall not be deemed a transfer within the meaning of this clause;

(v) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Areas) for other than the repair, replacement, or construction of such improvements, except as provided by statute in case of substantial loss to the Units and/or the Common Areas of the Property.

(vi) terminate professional management of the Property and assume self-management of the same; and

(vii) materially amend the Declaration.

(f) Upon specific written request to the Association, each first mortgagee of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Areas if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.

(g) If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document will entitle the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 is intentionally omitted.

11.02 *Notice to Mortgagees.* Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

11.03 *Manner of Giving Notices.* Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the address of the respective Unit Owner (indicating thereon the number of a respective Unit if addressed to a Unit Owner (indicating thereon the number of a respective Unit if addressed to a Unit Owner), or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered three (3) business days after being mailed by United States first class mail, postage prepaid, or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

11.04 *Notices to Estate or Representatives.* Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

11.05 *Conveyance and Leases.* Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under a purchase contract therefor, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenant, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time interest or estate in the Property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

11.06 *No Waivers.* No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.07 *Change, Modification, or Rescission.* The provisions of Section 9.03, Article X and the following provisions of Section 11.07 or this Declaration may be changed, modified or rescinded by an Instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and by all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and approved by Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification, or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders or first mortgages of record may be amended only with the written consent of all such holders of first mortgages. Pursuant to Section 1.16, the "total vote" means the vote of owners who hold the required combined percentage interest vote, as scheduled in Exhibit A to the Declaration. The change modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Hamilton County, Indiana.

11.08 *Partial Invalidity.* The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

11.09 *Perpetuities and Other Invalidity.* If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Sir Georg Solti, Music Director of the Chicago Symphony Orchestra.

11.10 *Liberal Construction.* The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development.

11.11 *Floor Plans.* The Plans setting forth the layout, location, identification number and dimensions of the Units and the Property are incorporated into this Declaration by reference, and have been filed in the office of the Recorder of Hamilton County, Indiana, in Horizontal Property Plan File P.B. 8 pgs 4-28 as of Oct. 22, 1979. Said Plans have been amended by the First Amendment thereto filed in the Office of the Hamilton County, Indiana, Recorder in M.R. 163, Page 206 under date of the 29th day of December, 1980.

Section 11.12 is intentionally omitted.

EXHIBIT A
TO
AMENDED AND RESTATED
DECLARATION OF HORIZONTAL PROPERTY REGIME
AND OF
EASEMENTS, RESTRICTIONS, COVENANTS
AND BY-LAWS FOR
HUNTERS GLEN CONDOMINIUM ASSOCIATION, INC.
A Not-For-Profit Corporation

<u>Unit</u>	<u>Percentage of Interest</u>	<u>Unit</u>	<u>Percentage of Interest</u>
591-A W. Hunters Drive....	.0071	541-B W. Hunters Drive....	.0071
591-B W. Hunters Drive....	.0049	541-C W. Hunters Drive....	.0060
591-C W. Hunters Drive....	.0068	541-D W. Hunters Drive....	.0068
591-D W. Hunters Drive....	.0060	505-A W. Hunters Drive....	.0078
573-A W. Hunters Drive....	.0071	505-B W. Hunters Drive....	.0071
573-B W. Hunters Drive....	.0049	505-C W. Hunters Drive....	.0076
573-C W. Hunters Drive....	.0068	505-D W. Hunters Drive....	.0076
573-D W. Hunters Drive....	.0060	509-A W. Hunters Drive....	.0071
581-A W. Hunters Drive....	.0049	509-B W. Hunters Drive....	.0078
581-B W. Hunters Drive....	.0071	509-C W. Hunters Drive....	.0076
581-C W. Hunters Drive....	.0060	509-D W. Hunters Drive....	.0076
581-D W. Hunters Drive....	.0068	538-A Hunters Drive.....	.0078
558-A W. Hunters Drive....	.0070	538-B Hunters Drive.....	.0071
558-B W. Hunters Drive....	.0048	538-C Hunters Drive.....	.0078
558-C W. Hunters Drive....	.0067	538-D Hunters Drive.....	.0076
558-D W. Hunters Drive....	.0058	530-A Hunters Drive.....	.0071
550-A W. Hunters Drive....	.0048	530-B Hunters Drive.....	.0078
550-B W. Hunters Drive....	.0070	530-C Hunters Drive.....	.0076
550-C W. Hunters Drive....	.0058	530-D Hunters Drive.....	.0078
550-D W. Hunters Drive....	.0067	342-A Hunters Lane.....	.0078
582-A W. Hunters Drive....	.0070	342-B Hunters Lane.....	.0071
582-B W. Hunters Drive....	.0048	342-C Hunters Lane.....	.0078
582-C W. Hunters Drive....	.0067	342-D Hunters Lane.....	.0078
582-D W. Hunters Drive....	.0058	354-A Hunters Lane.....	.0071
574-A W. Hunters Drive....	.0048	354-B Hunters Lane.....	.0078
574-B W. Hunters Drive....	.0070	354-C Hunters Lane.....	.0078
574-C W. Hunters Drive....	.0058	354-D Hunters Lane.....	.0078
574-D W. Hunters Drive....	.0067	512-A E. Hunters Drive ....	.0078
510-A W. Hunters Drive....	.0071	512-B E. Hunters Drive....	.0071
510-B W. Hunters Drive....	.0049	512-C E. Hunters Drive ....	.0078
510-C W. Hunters Drive....	.0068	512-D E. Hunters Drive ....	.0078
510-D W. Hunters Drive....	.0060	513-A E. Hunters Drive ....	.0071
534-A W. Hunters Drive....	.0070	513-B E. Hunters Drive ....	.0078
534-B W. Hunters Drive....	.0048	513-C E. Hunters Drive ....	.0078
534-C W. Hunters Drive....	.0067	513-D E. Hunters Drive ....	.0078
534-D W. Hunters Drive....	.0058	507-A Hunters Drive .....	.0078
526-A W. Hunters Drive....	.0048	507-B Hunters Drive .....	.0071
526-B W. Hunters Drive....	.0070	507-C Hunters Drive .....	.0078
526-C W. Hunters Drive....	.0058	507-D Hunters Drive .....	.0078
526-D W. Hunters Drive....	.0067	511-A Hunters Drive .....	.0071
533-A W. Hunters Drive....	.0071	511-B Hunters Drive .....	.0078
533-B W. Hunters Drive....	.0049	511-C Hunters Drive .....	.0078
533-C W. Hunters Drive....	.0068	511-D Hunters Drive .....	.0078
533-D W. Hunters Drive....	.0060	536-A E. Hunters Drive ....	.0078
541-A W. Hunters Drive....	.0049	536-B E. Hunters Drive....	.0071

<u>Unit</u>	<u>Percentage of Interest</u>	<u>Unit</u>	<u>Percentage Of Interest</u>
536-C E. Hunters Drive ....	.0078	589-A E. Hunters Drive....	.0071
536-D E. Hunters Drive ....	.0078	589-B E. Hunters Drive....	.0049
528-A E. Hunters Drive ....	.0071	589-C E. Hunters Drive....	.0068
528-B E. Hunters Drive ....	.0078	589-D E. Hunters Drive....	.0060
528-C E. Hunters Drive ....	.0078	575-A Hunters Drive .....	.0071
528-D E. Hunters Drive ....	.0078	575-B Hunters Drive .....	.0049
527-A Hunters Drive.....	.0078	575-C Hunters Drive .....	.0068
527-B Hunters Drive.....	.0071	575-D Hunters` Drive .....	.0060
527-C Hunters Drive.....	.0078	583-A Hunters Drive .....	.0049
527-D Hunters Drive.....	.0076	583-B Hunters Drive .....	.0071
535-A Hunters Drive.....	.0071	583-C Hunters Drive .....	.0060
535-B Hunters Drive.....	.0078	583-D Hunters Drive .....	.0068
535-C Hunters Drive.....	.0076	584-A E. Hunters Drive....	.0071
535-D Hunters Drive.....	.0078	584-B E. Hunters Drive....	.0049
378-A Hunters Lane.....	.0071	584-C E. Hunters Drive....	.0068
378-B Hunters Lane.....	.0049	584-D E. Hunters Drive....	.0060
378-C Hunters Lane.....	.0068	576-A E. Hunters Drive....	.0049
378-D Hunters Lane.....	.0060	576-B E. Hunters Drive....	.0071
559-A E. Hunters Drive....	.0068	576-C E. Hunters Drive....	.0060
559-B E. Hunters Drive....	.0047	576-D E. Hunters Drive....	.0068
559-C E. Hunters Drive....	.0065	586-A Hunters Drive.....	.0071
559-D E. Hunters Drive....	.0056	586-B Hunters Drive.....	.0049
567-A E. Hunters Drive....	.0047	586-C Hunters Drive.....	.0068
567-B E. Hunters Drive....	.0068	586-D Hunters Drive.....	.0060
567-C E. Hunters Drive....	.0056	578-A Hunters Drive.....	.0049
567-D E. Hunters Drive....	.0065	578-B Hunters Drive.....	.0071
398-A Hunters Lane.....	.0071	578-C Hunters Drive.....	.0060
398-B Hunters Lane.....	.0049	578-D Hunters Drive.....	.0068
398-C Hunters Lane.....	.0068	549-E Hunter Drive.....	.0096
398-D Hunters Lane.....	.0060		