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KATHERINE SWEENEY BELL
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CORRECTED
AMENDED AND RESTATED DECLARATION
FOR AMBASSADOR PARK NORTH
CONDOMINIUM OWNERSHIP

THIS AMENDED AND RESTATED DECLARATION is made this 18th day of May, 2018 by FOUNDERS SQUARE NORTH ASSOCIATION, INC.

W I T N E S S E T H

WHEREAS, Herman Development Group, Inc. as the sole owner of the fee simple title to the parcel of real estate in Marion County, Indiana, described in Exhibit "A", attached hereto and made a part hereof, and which is designated therein as the "Condominium Property" created a condominium upon the Real Estate subject to the provisions of the Indiana Horizontal Property Act, (hereinafter called the "Act") and the terms and conditions of a certain Declaration Enabling Declaration establishing a Plan for Condominium Ownership, recorded in the Office of the Marion County Recorder on March 30, 1973 as Instrument No. 73-18625 (Original Declaration); and

WHEREAS, the Original Declaration was subsequently amended by a First amendment recorded July 12, 1973 as Instrument No. 73-44430; a Second Amendment recorded November 16, 1973 as Instrument No. 73-73503; by a Code of By-Laws recorded on November 1, 1982 as Instrument No. 82-60655 and by an Amendment recorded October 21, 1996 as Instrument No 1996-0146976 (collectively the "Declaration"); and



WHEREAS, more than sixty-seven percent (67%) of the Homeowners approved the amendments to the Declaration at a duly noticed and constituted meeting of the Homeowners;

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

ARTICLE I

DESCRIPTIONS AND ESTABLISHMENT OF FREEHOLD ESTATES

Section 1.1. Survey Description. Exhibit "A" consists of a survey of the land subjected to this Condominium, and also shows certain adjacent property owned by the Declarant that may be annexed to this Condominium as hereinafter provided. A Plot Plan of the land made part of this Condominium, showing the layout, location, identification, numbers and letters, and dimensions of all of the Homes in the Condominium is attached hereto as Exhibit "B". Plans of each Home, and of each building in the Condominium, together with representative elevations of the Buildings, are attached hereto as Exhibit "C".

Section 1.2. Establishment of Freehold Estates.

Each such numbered unit is hereby establishment as a separate freehold estate, and each such unit shall hereinafter be referred to as a "Home". As used herein "Home" shall mean "apartment" or "condominium parcel" as defined under the Act.

Section 1.3. Boundaries of Homes. The boundaries of each Home shall be as show on the Plans and shall extend to the outside (exterior surface) of perimeter walls and to the center line of all common or partition exterior walls. The upper boundaries of each Home shall extend to the exterior surface of the roof over such Home and the lower surface of the Home shall extend through the floor surfaces of the Home to and shall include the underlying land. If any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall or roof surface of the Home because of inexactness of construction, settling after construction,

or for any other reasons, the boundary lines of each Home shall be deemed to be and shall be treated for purposes of occupancy, possession, maintenance, use and enjoyment, as in accordance with the actual existing construction and/or condition. In each case permanent assessments for his exclusive use shall exist in favor of the Owner of each Home in and to the space or structural elements lying outside of the apparent boundary of the Home, but within and/or including the appropriate wall or roof surfaces of the Home. All gutters, downspouts, meters, meter pits, exterior trim, and appurtenances located on the exterior of a Home shall be a part of the Home. If at any time the improvements constituting a Home are destroyed or removed and such improvements are not rebuilt or replaced, then the land underlying such Home shall revert to the Association and shall become part of the Common Areas of the Condominium.

Section 1.4. Common Areas. The remainder of the land and improvements subjected to this Declaration shall be "Common Areas" which term shall include all "Common Elements" and all "Common Areas and Facilities" as those terms are used in the Act, and it includes all personal property owned by the Association hereinafter referred to, and any and all real or personal property leased by the Association.

The Common Areas shall be available to all the Home owners, and shall include but not be limited to, all driveways and parking areas, lawn areas and such recreational facilities as may be provided. All pipes, wires, ducts, conduits, and utility lines located in any walls, ceilings or floors of a Home, and any equipment, stairs or similar items which serve any other Home or any common area shall be part of the Common Areas. The Homeowners Association, hereinafter referred to, shall have an assessment thereto, and it shall have the right, at reasonable times and at any time in case of emergency, to enter into all Homes and to the extent necessary to enter or go into any walls, floors or ceilings of a Home to get to any such pipes, wires, ducts, conduits and utility lines, or to

any other Common Areas. The Homeowners Association shall repair any damage done to any Home as a result of an exercise of their right.

Section 1.5. Ownership of Common Areas and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas as tenants in common with all other Owners, equal to his Home's Percentage Interest, which interest shall include the right to use such Common Areas subject to any rules and regulations governing such use as may be adopted by the Declaration or the Association. Each Home's Percentage Interest is dependent upon and will vary according to the number of the additional Homes that may be annexed to and made a part of this Condominium.

Each Home shall have a percentage interest in Common Areas of this Condominium which shall be computed on the basis of the percentage of the units of interest of that Home to the total number of units of interest of all Homes in the Condominium and shall be determined as follows: all two-bedroom Homes shall have one unit of interest in the Common Areas; each three-bedroom Home shall have 1.1 units; each one-bedroom Home, if any, shall have a 0.9 unit; and any four-bedroom Home shall have 1.2 units of interest. The percentage interest of each Home as so determined is set forth in Exhibit "D" attached hereto.

Section 1.6. Appurtenance to Each Home. The owner of each Home shall have the following rights in the Condominium which are appurtenant to and belong to his Home including, but not limited to, the items listed below which are appurtenant to several "Homes". No such appurtenance may be severed from the Home and such appurtenances shall pass with the transfer of title to a Home.

(a) Common Areas. Each Home shall be entitled to its percentage interest in the Common Areas as an appurtenance thereto.

(b) Automobile Parking. The Common Areas include parking areas. Occupants of each Home shall be entitled to the use of one parking space. Parking

spaces will be subject to regulation by the Association, described in Section 2.1 below.

(c) Association Membership. The membership of each Homeowner in the Association, which term as used in this Declaration shall mean the Association described in Section 2.1 below, and the interest of each Homeowner in the funds and assets held by the Association.

(d) Patios. Each Home shall have the use of an adjoining patio as designated in Exhibit "C" which patio shall be a Limited Common Area restricted for the use of such Home.

Section 1.7. Encroachments. If any portion of the Common Areas shall encroach upon a Home, or any Home shall encroach upon another Home, then a valid easement shall exist, as hereinafter set forth. If any Home is partially or totally destroyed, and then rebuilt, the Owners of the Home agree that any unintended encroachment upon the Common Areas due to the construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist. If a Home shall encroach upon any Common Area or upon any other Home by reason of the original construction, or by the non-purposeful or non-negligent act of the Owner, then an easement appurtenant to such encroachment shall exist. If any Common Area shall encroach upon any Home by reason of original construction or by the non-purposeful or non-negligent act of the Association or of the original developer, then an easement appurtenant to such Common Areas for such encroachment shall exist so long as such encroachment shall exist.

Section 1.8. Supplemental Plot Plans. The Association and the Declarant each shall have the right, at any time and from time to time, to cause to be prepared and filed of record, supplements or amendments to the Plot Plan of the Condominium (Exhibit "B" hereto) in order to show the location of driveways, parking areas, other land improvements, underground pipes, conduits or lines, utility lines, mains and

easements, and the location of any other improvements located in the Condominium, for the purpose of establishing of record their location and the fact of their existence.

ARTICLE II

Association

Section 2.1. Homeowner's Association. Subject to the rights of the Declarant reserved in Section 5.2 below, the operation and management of the Condominium shall be by Founders Square North Association, Inc., a corporation organized as a not-for-profit corporation under the laws of the State of Indiana, which shall fulfill its duties and functions pursuant to the following provisions of the Article II. A copy of the By-Laws of the Association is attached hereto as Exhibit "E".

Section 2.2. Membership in Association. The owner of each Home shall, automatically upon becoming the owner of the Home, be a member of the Association, and shall remain a member of the Association until such time as their ownership ceases for any reason. Membership in the Association shall thus be an appurtenance to each Home in the Condominium and shall pass with the conveyance of the Home to each successive Homeowner. Each Homeowner by the acceptance of a deed or other instrument evidencing; his ownership interest, shall accept membership in the Association, and shall be subject to the power and authority of the Association.

Section 2.3. Voting Percentage. The owners of each Home as a member shall be entitled to a percentage vote in the Association's affairs equal to its percentage interest in the Common Areas from time to time. The owners of each Home shall collectively be entitled to vote their then percentage interest in the Common Areas. Whenever hereunder the owners are to vote on any matter, such vote shall be by their percentage interest and wherever hereunder a specified percentage of the owners is required, such percentage shall mean votes cast adding up to that percentage, or owners having such an aggregate percentage interest. If any additional areas are annexed to this Condominium, the Homeowners owning Homes in such annexed areas shall also be

entitled to a vote in the affairs of the Association equal to their percentage interest in the Common Areas. The By-Laws may provide a procedure for holding such vote, which method may be based upon each Home's unit of interest.

Section 2.4. Board of Directors. The Members shall elect a Board of Directors of the Association annually as prescribed by the By-Laws. The Board of Directors shall manage the affairs of the Association, except that so long as the Declarant owns any Home in the Condominium, there shall be no increases in the annual assessment nor shall there be any special assessments without the Declarant's prior approval.

Section 2.5. Compliance with Documents and Rules and Regulations. The Association shall have the power to promulgate rules and regulations governing the use of the Condominium property including all Common Areas and including the imposition of reasonable rules and regulations for the use of the Homes by Home owners for the common benefit of all Home owners. Each Home owner, tenant, or occupant of a Home, and their guests and invitees, shall comply with the provisions of the Declaration, the By-Laws, and the rules and regulations and the Decisions of the Association or its representatives, as lawfully amended from time to time, and the failure to comply with any such provisions, decisions or regulations, shall be grounds for an action to recover sums due, for damages, or for injunctive relief. So long as the Declarant owns any Home in the Condominium, the powers of the Association set forth herein shall be subject to the rights of the Declarant reserved in Article V hereof.

Section 2.6. Easement of Association. The Association shall have an easement for access to all Homes in the Condominium for ingress and egress as required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. This easement is also reserved for the benefit of the Declarant so long as Declarant owns any Home in the Condominium.

Section 2.7. Declaration by Association. Nothing in this Declaration shall limit the discretion of the Board of Directors of the Association to delegate authority to any office, manager or a management agent, except the power to decide disputes between or among owners of Homes located on the property.

ARTICLE III

Use Restrictions

Section 3.1. Residential Purposes. All homes contemplated in the Condominium shall be, and the same hereby are, restricted exclusively to residential use. All Homes shall be of new construction. They may be connected or they may be separated from other Homes. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the property at any time either temporarily or permanently. Nothing shall be done or permitted in any Home which would structurally change any Building, unless first approved in writing by the Board of Directors.

Section 3.2. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for the Declarant or the builder of said Homes and structures to maintain, during the period of construction and sale of said Homes, upon such portion of the property as the Declarant may deem necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the said Homes, including, but without limitation, storage areas, construction yards, signs, model residences, construction offices, sales offices and business offices.

Section 3.3. Outside Planting. No owner shall plant any trees, landscaping or do any gardening in any Common Areas or areas other than patio areas except with express permission from the Board.

Section 3.4. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other

household pets may be kept by the respective owners in their respective Homes provided that they are not kept, bred or maintained for any commercial purposes and do not endanger the health or, in the sole discretion of the Association's Board of Directors, unreasonably disturb the owner of any Home or any resident thereof.

Section 3.5. Signs and Business Activities. No advertising signs, (other than normal "for sale" signs), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health of or unreasonably disturb the owner of any Home or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards of the Declarant, its agents or assigns during the construction and sale period.

Section 3.6. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All clotheslines shall be confined to patio areas.

Section 3.7. Patios and Other Common Areas. Except in the individual patio adjacent to a Home, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the property except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the owners of Homes are hereby prohibited and restricted from using any of said property outside of their respective Homes and the patios appurtenant thereto, except as may be allowed by the Association's Board of

Directors or as expressly provided herein. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all owners in the Condominium and is necessary for the protection of said owners.

Section 3.8. Exterior Antennae. Without prior written approval and authorization of the Board of Directors no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antennae system, should any such master system or systems be utilized and require any such exterior antenna. No satellite, security camera, video camera of any kind shall be attached to any of the roofs, buildings, carports or any Common Area that is managed by the Association. The Homeowner may install such equipment on their own premises or in such other location as approved by the Board.

Section 3.9. Leasing of Residences. Except as provided in Section 3.12, entire residences may be rented provided the occupancy is not for less than one (1) month and such occupancy is only by the lessee and his immediate family or as may be approved or otherwise provided for by the Association's Board of Directors. No room may be rented and no transient tenants accommodated.

Section 3.10. Delegation of Use. Any Homeowner may delegate, in accordance with the By-Laws, his rights of enjoyment in the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property, but only to such person.

Section 3.11. Rights of Homeowners. Every Homeowner shall have the right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to, and shall pass with the title to every Home, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission, maintenance, and other fees for the use of any facilities situated upon the Common Areas, and to make other charges as herein provided.

(b) The rights of the Association to suspend the voting rights and right to use Common Areas and facilities by any Homeowner for any period in which any assessment against his Home remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules or regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Homeowners agreeing to such dedication or transfer has been recorded, although the Board of Directors of the Association may grant underground utility easements without the necessity of Homeowner approval.

(d) The right of the Association to restrict portions of the Common Areas for parking, or for other uses that may be equitable among the members.

(e) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Areas, or which otherwise are deemed by it to be for the common good of all Homeowners.

Section 3.12. Additional Lease Restrictions. In order to insure that the residents within the Condominium Property share the same proprietary interest in and respect for the Homes and the Common Areas, the following limitation is imposed on the leasing or rental of Homes:

(a) Limit on Number of Leased Homes. No more than Thirteen (13) Homes, at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Section 3.12, a Home is exclusively occupied by one or more non-owner tenants, if the Owner, or a member of the Owner's family, does not also correspondingly occupy the Home as his/her principal place of residence. For purposes of this Section 3.12, a member of an Owners family includes a spouse, a child, a step-child, a parent, a parent of a spouse, a grandparent, a grandparent of a spouse, a grandchild, a step-grandchild, a sibling, a niece or a nephew. Prior to the execution of

any lease, and in addition to the requirements set forth in this Subsection (a), the Owner must notify the Board or the Board's agent as to the Owner's intent to lease his/her Home. After receiving such notice, the Board or the Board's agent shall advise the Owner if the Home may be leased or whether the maximum number of Homes within the Condominium Property is currently being leased. If the maximum number of Homes is already being leased, the Board or the Board's agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner and shall notify the Owner of that Owner's position on the waiting list. When an existing non-owner occupant vacates a Home, the Owner of that Home shall immediately notify the Board or the Board's agent of such fact and that Home cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Homes. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Home, 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 Home, or that Owner will forfeit his/her position on the waiting list.

(b) 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 Home other than the entire Home may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Home, if the 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 an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Home. In addition, the lease shall provide that a violation of the covenants and restrictions of the Declaration, the By-Laws, or the rules and regulations of the Association constitutes a breach of the lease, which may be directly enforced by the Association. All Owners who do not reside in the Home shall

provide the Board of Directors with the name of the tenant(s) and any, other residents, including members of the Owners family, living in the Home. The 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.

(c) Exceptions During Period of Good Faith Sale or Significant Hardship. The Board of Directors may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this Section 3.12, to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Home or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:

- (1) death of a Owner;
- (2) divorce of an Owner;
- (3) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Real Estate due to a change of employment or retirement; or
- (4) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

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

(e) Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Home 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 3.12. 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 an Owner (which may have the rental amount deleted) shall be provided to the Board by the Owner within thirty (30) days after execution.

(f) Violations. If any Owner leases or rents his/her Home in violation of the provisions of this Section 3.12, the Association may bring a legal action to enjoin the improper conduct.

(g) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Home of an Owner who, at the time of recording this provision, is renting or leasing said Home exclusive occupancy by one or more non-owner tenants, so long as such Home continues to be owned by the same Owner and is not occupied as a residence by such Owner or a member of the Owner's family. [As examples, an Owner is "grandfathered" if, on the date the amendment is recorded, that Owner is then renting the Home or the Home is vacant and the Owner is and has been holding it out for rent. An Owner is NOT "grandfathered" if, on the date the amendment is recorded: (1) the Owner is living in the Home or (2) the Owner has family members living in the Home without a lease.] In order for this "grandfather clause" to apply, said 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 an Owner to timely deliver a copy of any such lease to the Board shall result in the termination of the Owner's "grandfathered" status and said Owner's Home shall thereafter be 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 Home which falls under the "grandfathering" exception of this paragraph shall, nevertheless, be counted as one of the Thirteen (13) maximum Homes that may be rented at any given time even though such maximum does not apply to restrict such excepted Home.

(h) Institutional Mortgages. The provisions of this Section 3.12 shall not apply to any institutional mortgage holder of any Home 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.

Section 3.13. Parking. No trailer or vehicle larger than a work van may be parked on the Property. All food trucks, box trucks, commercial vehicles, and any vehicle larger than a van must be stored offsite. No monster trucks or semi-trucks may be parked on the property at any time. Moving trucks and U-Haul type trailers may only be parked on the Property for up to 24 hours, for the purpose of loading or unloading the vehicle. The Board may, upon special request by an Owner, allow a moving truck or U-Haul type trailer to be parked on the Property for more than 24 hours. No inoperable vehicles (which includes vehicles with flat tires, improper registration, broken windows, vehicles covered by a tarp, or vehicles not bearing current license plates) may be stored on the Property. All vehicles must have current valid license plates. Due to the limited number of parking spaces, each Home will be entitled to one (1) vehicle per permanent occupant, with a maximum total of two (2) vehicles per Home, regardless of the number of permanent occupants. Upon request by an Owner, demonstrating special circumstances, the Board can approve a third vehicle for that Home. In addition, no Owner may permit guests to park vehicles within the community for more than seventy-two (72) hours.

ARTICLE IV

Common Expenses

Section 4.1. Common Expenses. Common expenses shall include all expenses of administration, expense of insurance, maintenance, operation, repair and betterment of the Common Areas; rent, maintenance and other costs relating to recreational facilities; and any other costs or expenses declared to be Common Expenses under this Declaration, the Articles of Incorporation and the By-Laws; and any other valid charge against the Condominium property as a whole or which is duly adopted by and voted

on by the Association. Common Expenses shall include any special assessments voted by the members of the Association.

Section 4.2. Sharing of Common Expenses. Each of the separate Homeowners shall share in any profits and be liable for a share of the Common Expenses in proportion to their percentage interest in the Common Areas. The Board of Directors of the Association may vote to round off the monthly payment of Common Expenses assessed against each Home to the nearest even multiple of One Dollar (\$1.00) or of fifty Cents (\$.50), or it may vote to round off such monthly assessment to the next higher even multiple of Fifty Cents (\$.50).

Section 4.3. Common Expenses After Annexation of Additional Areas. If and as areas are annexed and become subject to this Declaration, the Common Expenses relating to all Common Areas shall thereafter be divided among all the Homeowners according to their then percentage interests, but subject to the provisions of Section 4.2 above.

Section 4.4. No Exemptions. No owner of a Home may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Areas or by the abandonment of his Home.

Section 4.5. Annual and Special Assessments. Common Expenses shall be assessed to the Homeowners, either as an Annual Assessment, or as a Special Assessment, proportionally in accordance with their respective percentage interest in the Common Areas, as set for the below:

- (a) An Annual Assessment shall be made for all normal and usual operating expenses of the Condominium, including reserves. It shall be paid in twelve (12) equal monthly installments and shall be due and payable on the first day of each calendar month. The amount of the Annual Assessment shall be sufficient reasonably to cover all anticipated expenses and shall include all items of expense budgeted for the year. The Association may bill each Owner separately for

the cost of common water services, either directly or through an agent. However, such separate billings are a part of the Annual Assessments and are subject to the same collection procedures.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including for capital expenditures, and for any unanticipated items.

Special Assessments shall be payable in such amounts and as such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessment.

(c) The Annual and Special Assessments, together with interest, costs and reasonable attorney fees, shall be a continuing lien on the property upon which each such assessment is made as each installment thereof becomes payable. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of the Home at the time the assessment was payable.

Section 4.6. Non-Use for Home Maintenance. Except as otherwise provided herein and in the By-Laws, each Homeowner shall be responsible for the maintenance, repair, decoration and replacement within his own Home, and none of the assessments levied by the Association shall be used for that purpose.

Section 4.7. Limitations on Annual Assessments. The maximum annual assessment shall not be increased more than ten percent (10%) above the amount of such assessment during the preceding year unless approved by a vote of two-thirds (2/3) of the members voting in person or by proxy at a meeting duly held after the members have been notified that such meeting would consider the budget for the following year and that an increase of more than ten percent (10%) is likely.

Section 4.8. Procedure for Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any year special assessments for the purpose of defraying, in whole or in part, the cost of any

construction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property relating thereto, and any other Common Expenses of an unusual, extraordinary, or unanticipated nature, providing that any such assessment shall have the assent or two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting called for this purpose.

Section 4.9. Notice of Meetings for Assessments. Written notice of any meeting called for the purposes of taking any action authorized under Section 4.5 (b) and 4.8 above, shall be sent to all members not less than fourteen (14) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting there being present members or proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.10. Commencement of Assessments. Annual Assessments provided for herein shall be made for each fiscal year of the Association, and the first monthly payment of each Annual Assessment shall be due on February 1 of each year. The Annual Assessment for the year in which occurs the conveyance of the first Home in the Condominium to a Homeowner shall be established by the Declarant. No Home shall be liable for payments of the Annual Assessment until the Home is conveyed by the Declarant to a Homeowner. The Homeowner shall pay a prorated monthly assessment for the month in which such conveyance occurs. The Board of Directors, or the Declarant, if it exercises its reserved rights therefor under Article V, shall if possible fix the Annual Assessment against each Home at least seven (7) days before the beginning of the fiscal year for which assessed. Written notice of the amount of such Annual

Assessment shall be sent to all Homeowners subject thereto. The Association shall, upon due request and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a designated Home have been paid, and if not, the amount of the unpaid and delinquent assessment. If there are any Special Assessments, such certificates shall include the same information with respect to the Special Assessment.

Section 4.11. Delinquent Assessment. Any Annual Assessment, including an assessment for water charges, or any Special Assessment not paid within nineteen (19) days after the date due shall pay a late fee of twenty-five dollars (\$25.00) per month from the date when due. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien assessed against the property. The Association may recover all delinquent assessments, late fees, interest, and its attorney's fees and costs incurred in collecting the delinquent amounts. In addition to the remedies provided herein, the Association may suspend the voting rights of an owner who is more than six (6) months delinquent in the payment of any assessment.

Section 4.12. Lien of Assessments. All sums assessed by the Association, but unpaid, for the share of the Common Expenses chargeable to a Home together with attorney fees and the costs of collection thereof, shall constitute a lien on such Home prior to all other liens, except only:

- (a) Tax liens on the Home in favor of any assessing unit or special district;
- and
- (b) All sums unpaid on the first mortgage of record.

The sale or transfer of any Home shall not affect the assessment lien. The lien for sums assessed may be foreclosed by a suit by the manager or Board of Directors acting on behalf of the owners of the Homes in like manner as a mortgagee of the property. In any such foreclosure, the Homeowner shall be required to pay a reasonable rental for the family unit, and the plaintiff in such foreclosure action shall be entitled to the

appointment of a receiver to collect the same. The Manager or Board of Directors acting on behalf of the owners or the Association shall have power to bid in the unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien assuring the same. Any sale or transfer of a Home pursuant to a mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve the Home from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.13. Liability of Grantee. In a voluntary conveyance of a Home the grantee of the Home shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the letter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association if he shall so request, and once having been furnished with such a statement, such person shall not be liable for, nor shall the Home conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

ARTICLE V

Declarant's Rights

Section 5.1. Use of Property. Declarant reserves the right to grant easements for utilities and other reasonable purpose across Common Areas, to use any of the Homes as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Homes prior to their

being sold. This reservation of right or privilege in the Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the offices with employees, and to use any and all of the Common Areas and to show Homes then unsold. Any improvements placed on the lands of the Condominium for the purpose of such sales, such as signs, sales and other signs, telephones, or any other promotional items shall not be considered Common Areas, nor attachments to the property, but shall remain the property of the Declarant and may be removed at any time convenient to the Declarant. The Declarant retains the right to be considered an owner of any Home that remains unsold. Declarant also reserves the right to make prudent changes in the location or manner of construction of buildings and other improvements.

Section 5.2. Management. So long as Declarant owns any Home in the Condominium, or any of the Adjacent Property, the Declarant shall, at its option, have the right to perform the function of the Association and to manage the Condominium. Declarant's rights to manage the Condominium shall be to manage the Common Areas, to adopt rules and regulations, to set annual assessments subject to the limitations herein contained, and to adopt the rules and regulations governing the use of the Condominium. Such rights shall be subject to the following:

(a) Declarant shall manage the Common Areas and it shall have the right to assess the Home owners sums equal to the amount set forth in the Declaration for the annual assessment during the year in which the first conveyance of a Home is made to a Home owner. After the first year in which a conveyance is made to a Home owner, Declarant may increase the amount of the annual assessment to the Home owners, provided such increase shall not exceed the maximum percentage increase permitted by the Association without vote of the members in Section 4.7 above, unless a majority of the members of the Association shall approve such greater increase.

(b) Declarant shall have the right to transfer the management of the Condominium to the Association at any time it believes that the Association is able to manage the Condominium without undue difficulty. The Declarant's right to manage the Condominium Property shall expire when the last Home in the Condominium is sold or when no portion of the Adjacent Property is owned by the Declarant, whichever shall occur later. Declarant agrees, however, to continue to manage the Condominium Property at the same per unit cost as had been established, for the balance of the fiscal year in which the Declarant terminates its right to manage the Condominium. If Declarant shall no longer be willing to manage the Condominium, and Common Areas, it shall notify the Association at least sixty (60) days prior to the end of the fiscal year, or Declarant shall, at the option of the Association, be obligated to manage the Common Areas for the following fiscal year. So long as the management of the Association is being borne by the Declarant, the rights of the Association to manage the property and set assessments shall be suspended.

Section 5.3. Declarant's Easement for Adjoining Property. Intentionally Omitted.

Section 5.4. Limitations of Declarant's Rights. So long as said Declarant, its successors and assigns, owns one or more of the Homes established and described herein, Declarant covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association, by reason of the establishment of the Condominium.

Section 5.5. Warranties. If there should be any disputes as to whether an item is covered by any warranties of Declarant as the builder of improvements on the Condominium Property, whether or not Declarant is then managing the Condominium, the decision of the Architect preparing the Plans for the Project, or its successor, shall be binding on the parties.

ARTICLE VI

Rights and Liabilities of Homeowners

Section 6.1. Separate Mortgages of Units. Each owner of a Home shall have the right to mortgage or encumber his own Home together with his respective ownership interest in the Common Areas. No owner of a Home shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own Home and its percentage interest in the Common Areas as aforesaid.

Section 6.2. Separate Real Estate Taxes. Real Estate taxes are to be separately taxed to the owner of each Home, including his share of ownership in the Common Areas, as provided in the Act. If for any year such taxes are not separately taxed to the owners of the Homes, but are taxed on the property as a whole, then each Homeowner shall pay his proportionate share thereof in accordance with his respective percentage interest in the Common Areas.

Section 6.3. Maintenance by Homeowners. The owner of each Home shall furnish and be responsible for, at his own expense, all the maintenance, repairs and replacements within his Home, including the heating and air conditioning system and any partitions and interior walls. Maintenance, repairs and replacements of the refrigerators, ranges, and other kitchen appliances and lighting fixtures shall be at the expense of each Homeowner.

If due to the negligent act or omissions of a Homeowner or of a member of his family or household pet or of a guest or other authorized occupant or of visitor of such owner, damage shall be caused to the Common Areas or to a Home owned by others, or if maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Homeowner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a

waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Homes shall be subject to the rules and regulations of the Association.

To the extent that equipment, facilities and fixtures within any Home shall be connected to similar equipment, facilities or fixtures affecting or serving other Homes or any Common Areas, then the use thereof by the owner of such Home shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association, shall be entitled to reasonable access to any Home as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any part thereof, or any equipment, facilities or fixtures affecting or serving other Homes or any Common Areas.

The owner of such Home shall be responsible for his maintenance, repair and replacement of all windows in his Home and also the doors leading into the Home. The owner of each Home shall be responsible for the installation and maintenance, repair or replacement of an exterior water spigot. The Board of Directors shall approve the location of an initial installation of an exterior water spigot.

Section 6.4. Decorating. The owner of each Home shall furnish and be responsible for, at his own expense, all of the decorating within his Home from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The owner of each Home shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, and such owner shall maintain such interior surfaces in good condition at his sole expense. The use of and the covering of the interior surfaces of windows whether by draperies, shades or other items visible from the exterior of the building, shall be subject to the rules and regulations of the Association. Decorating of the Common Areas (other than the

interior surfaces within a Home as provided above), and any redecorating of a Home to the extent made necessary by any damage or existing decorating of such Homes caused by maintenance, repair, or replacement work on the Common Areas by the Association, shall be furnished by the Association as a part of the Common Expenses. The Association may also repair, and maintain Limited Common Areas, even though the same are assigned to individual Homes.

ARTICLE VII

Maintenance, Control and Insurance

Section 7.1. Maintenance of Common Areas. The Association shall be responsible for the maintenance, repair and replacement of all the Common Areas of the Condominium. The Association shall also be responsible for such maintenance, repairs and replacements as may be required for the bringing of utility services to the Homes. All maintenance, repairs and replacements required of the Association shall be a Common Expense.

Section 7.2. Maintenance Obligations of Association with Respect to Homes. The Association shall maintain, restore, and replace the following portions of a Home: whether the same be damaged or destroyed by ordinary wear and tear, fire, destruction or in any other manner:

- (a) The exterior of any building, including the exterior materials, other than doorways, windows, and window frames.
- (b) Any portion of a Home located above the upper surface of the dry wall or other materials constituting the ceilings of the upper level(s) of a Home, except any apparatus, ducts, conduits, wires, lines or other items there located which serve only that Home. If there are any drop ceilings, bulkheads or similar areas, then the plane established by the upper surface of the ceiling material having the highest elevations in each level of the Home shall be deemed the upper limits of the Home, and the Association shall maintain, replace and restore any portions

of the Home located above that plane except as above provided. The Association shall also maintain, replace and restore any structural elements of the building or roof located below such plane or planes; provided, however, that interior walls shall not be deemed a structural element as that term is used herein.

(c) All gutters, downspouts, meters, meter pits, exterior trim, and appurtenances located on the exterior of a building shall be maintained, repaired and replaced by the Association as a Common Expense even if owned by the Homeowners.

(d) The Association shall repair and restore any damage it may have done resulting from its access and any activities within any portion of a Home by the Association or its agents and employees. The cost of all such repairs by the Association shall be charged as a Common Expense and prorated among all the Owners, except to the extent that such repair work is caused by or necessitated by the negligence of a Homeowner or a member of his family, or his guests or invitees, in which case the Homeowner shall be obligated to reimburse the Association for the cost of such repairs as provided in Section 6.3 of this Declaration.

(e) The Association may permit its employees to do minor repair and service work in and to a Home provided the same services are generally available to all Homeowners.

Section 7.3. Architectural Control. No building, fence, wall or other structure, shall be commenced, erected, or maintained upon the properties nor shall any exterior addition to or change or alteration therein other than by the Declarant or its successors or assigns, be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an

architectural committee appointed by the Board. If the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Common Areas will remain undivided; no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Condominium. Also the Association shall have an easement to all Common Areas including Common Areas located within any walls of any structures or Homes located on the property subject to this Declaration, and the Association shall have no liability whatsoever for entering any portion of such easement areas, including cutting through the walls of any unit or similar damage to a Home, provided, however, that the Association shall repair any damage committed by it to a Home, in a reasonable manner, and at its own expense. Any change in the appearance or the color of any part of the exterior of a Home shall be deemed a change thereto and shall require the approval therefor as above provided.

Article VIII

Selecting Insurance

Section 8.1. Insurance. The Association shall purchase a master casualty insurance policy, using generally acceptable insurance carriers, affording fire and extended coverage insurance, insuring the Condominium in an amount equal to the full replacement value of the improvements which, in whole or in part, comprise the Common Areas and Limited Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Directors, the Board of Directors may cause such full replacement value to be determined by a qualified

appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name each Owner and, if applicable, the Mortgagee of each Owner, as insureds and shall be for the benefit of each such Owner and Mortgagee in accordance with the following terms and conditions:

(a) All proceeds payable as a result of casualty losses sustained, which are covered by insurance purchased by the Association as herein above set forth, shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Association or the Board of Directors, only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Association, as provided in the By-Laws, shall specifically include protection for any insurance proceeds so received.

(b) The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy. The Association Board of Directors shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each owner appoints the Association to act for and on behalf of the insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and the performance of all other acts necessary to accomplish such purposes.

(c) No Owner or any other party shall have priority over any rights of a Mortgagee pursuant to its mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses or to a taking of a Home

and/or Common Areas. The Association shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose, Each Owner appoints the Association Board of Directors to act for and on behalf of the Owners for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and performance of all other acts necessary to accomplish such purposes.

- (d) Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and (c) contains an endorsement that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to Mortgagees and to the Association Board of Directors and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore Pursuant to Section 8.2 of this Declaration, and (iii) and agreed amount endorsement or an inflation guard endorsement to the extent such are commonly required by prudent institutional mortgage investors in the metropolitan Indianapolis area.
- (e) The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors

shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association of the Board of Directors, any committee or organ of the Association of Board of Directors, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Ambassador Park North, all Owners of Homes and all other persons entitled to occupy any Home or other portions of the Condominium. Such policy shall provide that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and all Mortgagees.

(f) The Association, shall also obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and managing agent acting on behalf of the Association.

(g) The premiums for all such insurance herein above described shall be paid by the Association as part of the Common Expenses. When any such policy of insurance herein above described has been obtained by or on behalf of the Association written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the Officer of the Board of Directors who is required to send notices of meetings of the Association.

(h) In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the

certificate of insurance. In such event any remittances shall be to the Owner and his mortgagee jointly.

(i) Each Owner shall be solely responsible for loss or damage to the contents of his Home however caused (including, but not limited to, all floor, ceiling and wall coverings and fixtures, light fixtures, appliances and betterments and improvements installed by him) and his personal property stored elsewhere in the Condominium, and the Association shall have no liability to the Owner for loss or damage to the Contents of any Home. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk. Each Owner shall have the right to purchase such additional insurance at his own expense as he may deem necessary, including but not limited to: (1) personal liability insurance provided all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association, and (2) casualty insurance upon his condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 8.2 Casualty and Restoration.

(a) Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall

not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of two-thirds (2/3) of all Owners at a special meeting of the Association call for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Association shall be called and held within thirty (30) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such thirty (30) day period, then it shall be conclusively presumed that the Owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

In the event of substantial damage to or destruction of any Home or any part of the Common Areas, the affected Mortgagee or Mortgagees shall be given timely written notice of such damage or destruction and, notwithstanding any other provision of the Declaration or By-Laws, the Property shall not be removed from the Act without the approval of fifty-one percent (51%) of the Mortgagees.

(b) If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, and if the Condominium is not to be removed from the Horizontal Property Regime, the cost for restoring the damage and repairing and reconstruction the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of the Condominiums in in the percentage by which an Owner owns an undivided

interest in the Common Areas and facilities as expressed in the Declaration. Any such amounts payable by the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein and in the Act.

Section 8.3. Repair and Reconstruction.

(a) For purposes of Section 8.2 (a) and (b), repair, reconstruction and restoration shall mean construction or rebuilding of the Homes to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(b) If, under Section 8.2 (a), it is determined by the Owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of two-thirds (2/3) of all of the Owners a decision is made to rebuild, reconstruct and repair the Buildings. If two-thirds (2/3) of all of the Owners vote and decide that the Buildings are to be rebuild, reconstructed and repaired, the insurance proceeds, if any received by the Association shall be applied and any excess of construction costs over insurance proceeds, if any, received by the Association shall be applied any excess of construction costs over insurance proceeds, if any, shall be contributed and paid as herein above provided in Section 8.2 (a) and (b).

Section 8.4. Complete Destruction. If, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3) of all of the Owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt,

reconstructed or repaired and, in such event, the Condominium shall be deemed and considered as to be removed from the provisions of the Act in accordance with the Act:

- (a) The Condominium shall be deemed to be owned in common by the Owners;
- (b) The undivided interest in the Condominium owned in common which shall appertain to each Owner shall be in the percentage of undivided interest previously owned by such Owner in the Common Areas;
- (c) Any liens affecting any of the Homes shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Condominium;
- (d) The Condominium shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one (1) fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Condominium, after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Condominium owned by each Owner.

Section 8.5. Estimates of Repair Costs. Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

Section 8.6. Insurance Proceeds. The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Directors from collections

of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the manner provided in Section 8.7.

Section 8.7. Reconstruction. (i) If the amount of the estimated cost of reconstruction and repair is less than Twenty Thousand dollars (\$20,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the manner hereinafter provided in the following paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of the Building or other improvement is more than Twenty Thousand Dollars (\$20,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do them in payment are justly due and owing and that said sums do them I payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(iii) Encroachments upon or in favor of Homes which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

(iv) In the event that there is any surplus of monies in the construction fund after their reconstruction or repair of the damage has been full completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Common Areas, or, in the discretion of the Board of Directors it may be distributed to the Owners in the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of rights against another Owner for committing willful or malicious damage.

(v) If any Home or portion thereof or any of the Common Areas is made the subject of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the affected Mortgagee or Mortgagees shall be given timely written notice of such proceeding or proposed acquisition. The Association shall represent the Owners in any condemnation proceeding or any negotiation settlements or agreements with the condemning authority for acquisition of the Common Areas or any part thereof. In the event of a taking or acquisition of part of all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association to be held in trust for the Owners and Mortgagees as their interests may appear and the provisions of the Declaration relating to restoration and allocation of funds in the event of a casualty shall be applicable in the event of a condemnation.

ARTICLE IX

Disputes

Section 9.1. Disputes. Matters of dispute or disagreement between owners or with respect to interpretation of the application of the provisions of the Declaration or by By-Laws or any rules or regulations promulgated by the Association, shall be determined by the Board of Directors of the Association, which determination shall be final and binding upon all Homeowners.

ARTICLE X

General Provisions

Section 10.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any proceeding arising because of failure of a Homeowner to make any payments required or to comply with any provisions of the Articles, the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as such may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney fees incurred in connection with such default or failure.

Section 10.2. Severability. Invalidation of any one of these covenants of restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. Amendments to this Declaration shall be proposed and adopted in the following manner:

a. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

b. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of the Association or by at least a majority of the Homeowners.

c. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.

d. Adoption. During the first twenty (20) year period any proposed amendment to this Declaration must be approved by a vote of not less than ninety percent (90%) of the Homeowners entitled to vote. Thereafter any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) of the Homeowners entitled to vote. In the event any Home is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as a Homeowner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.

e. Special Amendments. This Declaration shall not be revoked, or terminated, nor shall any amendment to this Declaration be adopted which changes the provisions of Section 10.4 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Homeowners and Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws.

f. Recording. Each amendment to the Declaration and each Supplemental Declaration shall be executed by the President and Secretary of the Association,

or by the Declarant, and shall be recorded in the office of the Recorder of Marion County, Indiana and such amendment shall not become effective until so recorded.

Section 10.4. Termination After Destruction. If the property subject to this Enabling Declaration is totally or substantially damaged, as those terms are used in the Act, or destroyed, the repair, reconstruction or disposition of the property shall be as provided by an agreement approved by the votes of the members of the Association to the same extent as provided in Section 10.3, for amendments. Otherwise, the Declaration shall not be revoked or terminated or any of the provisions of this section amended, unless all of the Owners and mortgagees under all of the mortgages covering Homes subject hereto unanimously agree to such revocation or amendment by a duly recorded instrument.

Section 10.5. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- a. Partial Destruction. In the event that less than two-thirds (2/3) of the Homes are destroyed by the occurrence of fire or other casualty, then the Association shall cause the Property promptly to be repaired and reconstructed. 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 reconstruction, or in the event there are no proceeds, the cost for restoring the damage shall be paid as part of the Common Expenses. If any Homeowner or Homeowners, refuses or fails to make the required payments, the other Homeowners shall (or the Association, if the other Homeowners fail) complete the restoration, and pay the cost thereof, and the costs attributable to the Homeowner or Homeowners who refuse or fail to make such payments at the time required by the Board of Directors shall become a lien on such defaulting

Homeowner's Home and may be foreclosed in the same manner as provided for the lien of assessments.

b. Substantial Destruction. In the event that more than two-thirds (2/3) of the Homes are destroyed by fire or other casualty, then the decision to repair or reconstruct, and the rights and obligations of the Homeowners and the disposition of the property shall be as provided by the vote of the members of the Association to the same extent as provided in Section 10.3 for amendment.

Section 10.6. Cost and Attorneys' Fees. In any proceeding arising because of failure of a n Owner to make any payments required or to comply with any provisions of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitle to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure. Such costs and attorneys' fees shall be secured by the Association's lien on each Home.

Section 10.7. Definition of Terms. The following terms as used in this Declaration shall have the meanings set forth as follows:

"Declaration" shall mean this Enabling Declaration and any Supplemental Declarations pertaining to this Condominium.

"Declarant" shall mean Stanley Herman Homes, Inc., its successors and assigns.

"Condominium" shall mean and include all the units and all common areas in the project, including any and all property annexed hereto. Such term and the term "Horizontal Property Regime" shall have the same meaning and such terms may be used interchangeably.

"Home" shall have the meaning set forth in Section 1.2. Sometimes the term "unit" may be used herein to refer to a Home.

"Adjacent Property" shall mean the parcel of additional land owned by the Declarant which is shown on Exhibit "A" as the land that Declarant has the right to annex to the Condominium.

"Homeowner" shall mean the owner or a collective owner, whichever the case may be, of a Home.

"Limited Common Area" shall mean any parts of the Common Areas which is restricted to the use of one Home or to a designated group of Homes to the exclusion of other Homes.

"Board of Directors" or "Board" as used herein shall refer to the Board of Directors of the Association.

"Fiscal Year" shall mean the twelve (12) month period beginning February 1 and ending on the following January 31.

As used herein the singular of any term shall mean and apply to the plural and the plural to the singular. Also the use of any gender shall mean and apply to any other gender where applicable.

FOUNDERS SQUARE NORTH
ASSOCIATION, INC.

By: Patricia Green, 6-29-18
Pat Green, Vice President

ATTEST:

Marie Johnson
Marie Johnson, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



I, Quinton Stuard a Notary Public in and for the County and State aforesaid, do hereby certify that Founders Square North Association, Inc., by and through its Vice President, Pat Green and its Secretary, Marie Johnson, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 29th day of JUNE 2018.

I reside in Hendricks
County, Indiana

[Signature]
Notary Public (Signed)

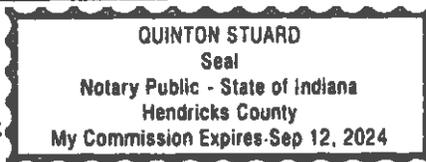
My Commission Expires:

Quinton Stuard
Notary Public (Printed)

9-12-2024

AFFIDAVIT OF MAILING
NOTICE TO FIRST MORTGAGEES

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



After being first duly sworn under oath, Marie Johnson, the Secretary of Founders Square North Association, Inc., hereby deposes and says she has mailed a copy of the

foregoing Amended and Restated Declaration for Ambassador Park North Condominium Ownership by certified United States mail to all holders of first mortgages of record entitled to such notice.

Marie Johnson
Marie Johnson, Secretary

Before me, a Notary Public for the above County and State, personally appeared Marie Johnson, the Secretary of Founders Square North Association, Inc., and after being duly sworn under oath, acknowledged the execution of the foregoing Affidavit of Mailing Notice to First Mortgagees and stated the statements in said Affidavit are true.

Witness my hand and Notarial Seal this 29th day of JUNE 2018.

I reside in Hendricks
County, Indiana

Q. Stuard
Notary Public (Signed)

My Commission Expires:
4-12-2024

QUINTON STUARD
Notary Public (Printed)

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document as required by law.



Stephen R. Buschmann
Stephen R. Buschmann

This document prepared by Stephen R. Buschmann, Thrasher Buschmann & Voelkel, P.C., 151 N. Delaware Street, Suite 1900 Indianapolis, Indiana 46204.

EXHIBIT 'A'
SURVEY OF LAND IN THE HORIZONTAL PROPERTY
REGIME AND ADJACENT PROPERTY OF
AMBASSADOR PARK NORTH

Article 21. Part of the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

Article 22. Part of the south half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the south half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the south half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the south half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

Article 23. Part of the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:

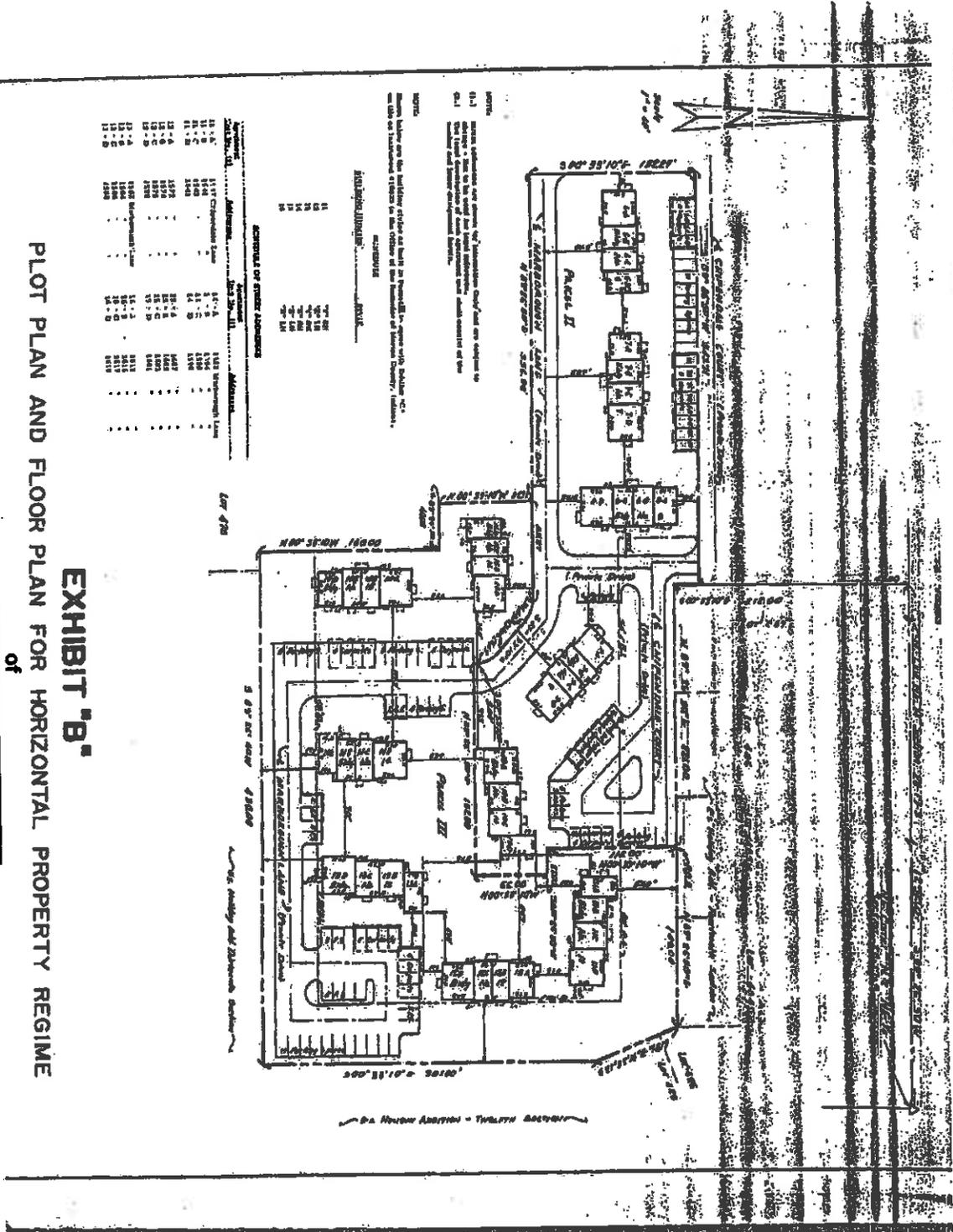
That certain parcel of land, together with the improvements thereon, known as the "Ambassador Park North" property, located in the north half of the southwest quarter of Section 26, Township 27 North, Range 3 East in Union County, Indiana, more particularly described as follows:



AMENDED THE 1st DAY OF MARCH 1973
BY THE COURT
AND THE PARTIES

16822-0110
02/11/73

This document is the property of the State of Indiana and is loaned to you for your use only. It is not to be distributed, copied, or otherwise used without the express written permission of the State of Indiana.



NOTES:
 1. All dimensions are given in feet and inches unless otherwise specified.
 2. All dimensions are given in feet and inches unless otherwise specified.
 3. All dimensions are given in feet and inches unless otherwise specified.
 4. All dimensions are given in feet and inches unless otherwise specified.

LEGEND:
 1. 1/4" = 1'-0"
 2. 1/8" = 1'-0"
 3. 1/16" = 1'-0"

SCHEDULE OF UNIT ADDRESSSES

Unit No.	Address	Area	Area
11-1	1177 Constitution Lane	1177-1	1177-1
11-2	1178 Constitution Lane	1178-1	1178-1
11-3	1179 Constitution Lane	1179-1	1179-1
11-4	1180 Constitution Lane	1180-1	1180-1
11-5	1181 Constitution Lane	1181-1	1181-1
11-6	1182 Constitution Lane	1182-1	1182-1
11-7	1183 Constitution Lane	1183-1	1183-1
11-8	1184 Constitution Lane	1184-1	1184-1
11-9	1185 Constitution Lane	1185-1	1185-1
11-10	1186 Constitution Lane	1186-1	1186-1
11-11	1187 Constitution Lane	1187-1	1187-1
11-12	1188 Constitution Lane	1188-1	1188-1
11-13	1189 Constitution Lane	1189-1	1189-1
11-14	1190 Constitution Lane	1190-1	1190-1
11-15	1191 Constitution Lane	1191-1	1191-1
11-16	1192 Constitution Lane	1192-1	1192-1
11-17	1193 Constitution Lane	1193-1	1193-1
11-18	1194 Constitution Lane	1194-1	1194-1
11-19	1195 Constitution Lane	1195-1	1195-1
11-20	1196 Constitution Lane	1196-1	1196-1
11-21	1197 Constitution Lane	1197-1	1197-1
11-22	1198 Constitution Lane	1198-1	1198-1
11-23	1199 Constitution Lane	1199-1	1199-1
11-24	1200 Constitution Lane	1200-1	1200-1

EXHIBIT 'B'
 PLOT PLAN AND FLOOR PLAN FOR HORIZONTAL PROPERTY REGIME
 of

PAUL I. CRIFE, INC.
DESIGNING ENGINEERS
150 EAST MARKET STREET
INDIANAPOLIS, INDIANA

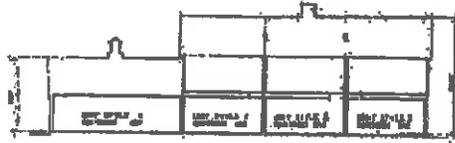
CERTIFICATE AND VERIFICATION

I HEREBY CERTIFY AND VERIFY that the Plot Plan and Floor Plan of
AMBASSADOR PARK NORTH, a Horizontal Property Regime (Formerly known
as FOUNDERS SQUARE NORTH), which are attached to the Enabling Declaration
of such Horizontal Property Regime, as Exhibit "B", sheets 1 through 4,
accurately depict those portions of the plans shown hereon as have been
filed with and approved by the Marion County Building Commissioner; that
such plans accurately show the elevation, layout, locations and dimensions
of each building and of each apartment unit to the lot lines.

I FURTHER CERTIFY AND VERIFY that such plot plans accurately depict
the following improvements as the same have been built, other than common
areas and restricted common areas which have not been surveyed unless
otherwise stated below. Units 11A thru 11D, inclusive, Units 12A thru
12D, inclusive, Units 13A thru 13D, inclusive, Units 14A thru 14D,
inclusive, Units 15A thru 15D, inclusive, and Units 16A thru 16D, inclusive.

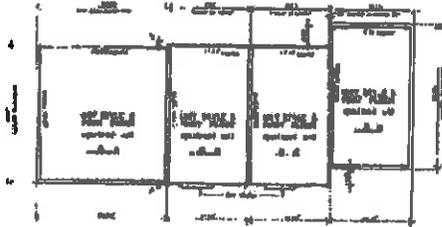
IN WITNESS WHEREOF, I hereby set my hand and my professional seal
this 22 day of September, 1973.


James E. Darnell
Professional Engineer #6701



BUILDING (X) LH
building no. 2

NOTE: All dimensions are in feet and inches unless otherwise noted.



BUILDING (X) RH
building no. 2

NOTE: All dimensions are in feet and inches unless otherwise noted.

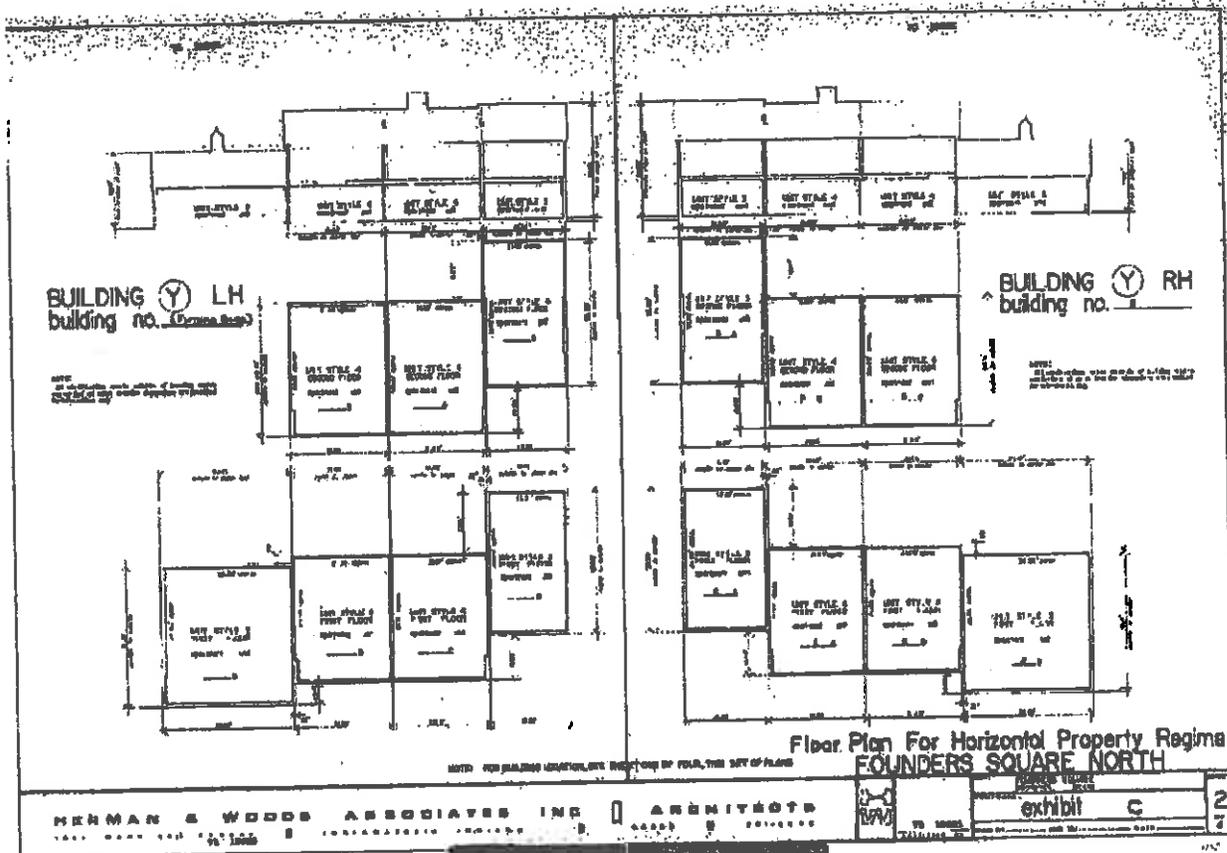


Floor Plan For Horizontal Property Regime
FOUNDERS SQUARE NORTH

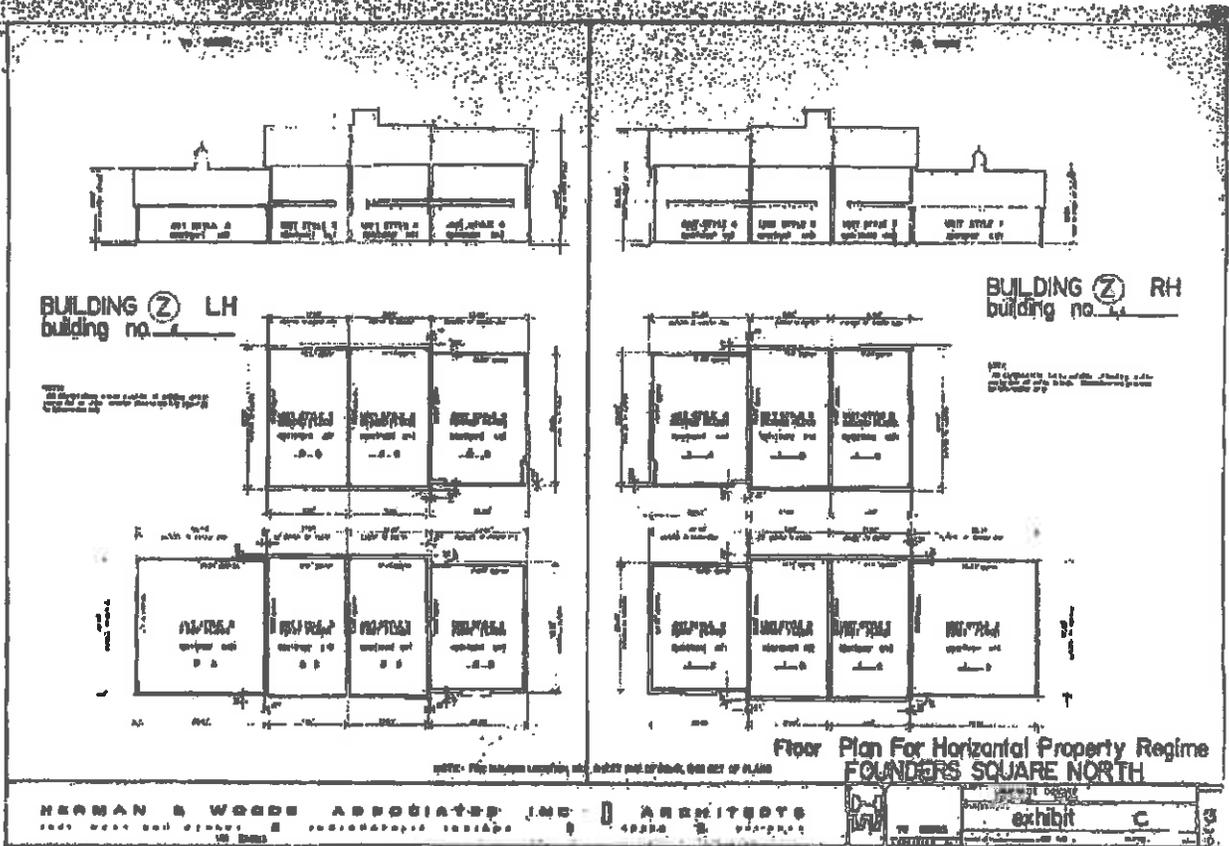
HERMAN & WEBB ASSOCIATES INC ARCHITECTS
1701 WEST 20TH STREET CHICAGO ILLINOIS 60616

DATE	BY	REVISION
EXHIBIT C		1/5

LC7981781



73/18625



67921787

Exhibit D

AMBASSADOR PARK NORTH

Unit Composition and Interest

<u>Apartment Designation</u>	<u>Number Bedrooms</u>	<u>Percentage Interest</u>
1-A	3	1.678 %
1-B	2	1.524 %
1-C	2	1.524 %
1-D	2	1.524 %
2-A	2	1.524 %
2-B	3	1.678 %
2-C	3	1.678 %
2-D	2	1.524 %
3-A	2	1.524 %
3-B	2	1.524 %
3-C	2	1.524 %
3-D	2	1.524 %
4-A	3	1.678 %
4-B	2	1.524 %
4-C	2	1.678 %
4-D	2	1.524 %
5-A	2	1.524 %
5-B	2	1.524 %
5-C	2	1.524 %
5-D	3	1.678 %
6-A	2	1.524 %
6-B	2	1.524 %
6-C	2	1.524 %
6-D	2	1.524 %

RECEIVED FOR RECORDS
 NOV 16 10 09 AM '73
 PATE I. HOWERY
 RECORDER
 OF WARREN CO.

73 73503

7 3 5 0 3 7 3 5 0 3

AMBASSADOR Public Housing
Unit Composition and Interest

<u>Apartment Designation</u>	<u>Number Bedrooms</u>	<u>Percentage Interest</u>
7-A	3	1.678 %
7-B	2	1.524 %
7-C	2	1.524 %
7-D	2	1.524 %
8-A	3	1.678 %
8-B	2	1.524 %
8-C	2	1.524 %
8-D	2	1.524 %
9-A	3	1.678 %
9-B	2	1.524 %
9-C	2	1.524 %
9-D	2	1.524 %
10-A	2	1.524 %
10-B	3	1.678 %
10-C	3	1.678 %
10-D	2	1.524 %
11-A	2	1.524 %
11-B	3	1.678 %
11-C	3	1.678 %
11-D	2	1.524 %
12-A	3	1.678 %
12-B	2	1.524 %
12-C	2	1.524 %
12-D	2	1.524 %

73 73503



AMBASSADOR PARK NORTH

Unit Composition and Interest

<u>Apartment Designation</u>	<u>Number Bedrooms</u>	<u>Percentage Interest</u>
13-A	2	1.524 %
13-B	3	1.678 %
13-C	3	1.678 %
13-D	2	1.524 %
14-A	2	1.524 %
14-B	2	1.524 %
14-C	2	1.524 %
14-D	2	1.524 %
15-A	2	1.524 %
15-B	2	1.524 %
15-C	2	1.524 %
15-D	3	1.678 %
16-A	2	1.524 %
16-B	2	1.524 %
16-C	2	1.524 %
16-D	2	1.524 %

U S E A N E - 4

Cross Reference 82-60655

EXHIBIT "E"

AMENDED AND RESTATED
CODE OF BY-LAWS
OF
AMBASSADOR PARK NORTH
AND OF
FOUNDERS SQUARE NORTH ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These Amended and Restated By-Laws are adopted simultaneously with the adoption of a certain Amended and Restated Declaration of Condominium Ownership of Ambassador Park North (hereinafter usually called the "Condominium") to which these By-Laws are attached and made a part hereof. The operation of the Condominium shall be by Founders Square North Association, Inc., an Indiana not-for-profit corporation, (hereinafter called the "Association") to which these By-Laws shall apply.

The Amended and Restated Declaration (hereinafter called the "Declaration") and Articles of Incorporation are incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definition and terms as defined and used in this Declaration shall have the same meaning in these By-Laws. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, future owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy an apartment or any part of the Property, shall be subject to the rules,

restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Indiana Condominium Act (I. C. 32-25-1-1 et seq) (hereinafter usually called the "Act").

ARTICLE II

Meeting of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on a date during the first quarter of each calendar year as selected by the Board of Directors. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Owners who have not less than twenty-five percent (25%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association and to the mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To facilitate the orderly conduct of the meeting, each Owner shall have a Percentage Vote and shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to his Home's unit of interest in the Common Areas as set forth in Section 1.5 of the Declaration.

(b) Multiple Owner. Where the Owner of a Home constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the Percentage Vote allocable to the Home. At the time of acquisition of a title to a Home by a multiple Owner or a partnership, those persons constituting such Owner or the partners may file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Home, which shall remain in effect until the partners designate another representation, or such appointed representative, relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Home.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the Percentage Vote on behalf of the trust and the agent or other representative of the corporation duly empowered shall cast the Percentage Vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to or at the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, the Owners representing a majority of the Percentage Vote shall constitute a quorum at all meetings. The term "majority of Owners or majority of Percentage Vote", as used in these By-

Laws, shall mean the Owners entitled to more than one-half (1/2) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration, as such may be amended from time to time.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time and business will be normally conducted in the following manner:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association, and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.

(4) Election of the Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the date of the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.

(5) Other Business. Other business may be brought before the meeting only upon written request submitted to the Secretary of the Association at least ten (10)

days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the Percentage Vote.

(6) Adjournment.

ARTICLE III

Board of Directors

Section 3.01. The affairs of the Association and the Condominium shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of five persons. No person shall be eligible to serve as a Director unless he is an Owner.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be Michael Surso, H. Philip Buhl and James L. Bonner, all of whom shall be appointed by Declarant. Notwithstanding any other provisions in the By-Laws, or the Declaration, the initial Board shall hold office until the first annual meeting of the Owners which shall be held January 8, 1974.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner, or an officer or trustee shall be eligible to serve on the Board of Directors, except that no Home Owner other than the Declarant may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. Directors shall hold offices for a term of three (3) years, said terms to be on a staggered basis.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Director. A Director or Directors, except the initial Directors, may be removed with or without cause by vote of a majority of the

Percentage Vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at this meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of the Condominium, the maintenance, upkeep and replacement of the Common Areas and Limited Common Areas, and the collection and disbursement of the Common Expenses. These duties include but are not limited to:

- (a) protection, surveillance and replacements of the Common Areas and Limited Common Areas;
- (b) procuring the utilities used in connection with the Condominium, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating, and furnishing of the Common Areas and Limited Common Areas, the exterior of the buildings, garages and walls;
- (d) surfacing, paving and maintaining streets, parking areas, garages and sidewalks;
- (e) washing and cleaning of exterior window surfaces of the Homes;
- (f) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;
- (g) preparation of an annual budget;
- (h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with deliver of the annual budget;
- (i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses. All records and vouchers shall be available for examination by an Owner at any time during normal business hours.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. Those powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full replacement value thereof and to procure public liability and property damage insurance and Workman's Compensation Insurance, if necessary, for the benefit of the Owners and the Association. In the event more than two-thirds (2/3) of the entire project is substantially damaged or destroyed by fire or other casualty and the members do not promptly or unanimously resolve to proceed with repair or reconstruction, then and in that event the project shall be dissolved and the insurance proceeds divided in the same proportion as that previously established for ownership.
- (d) to employ legal counsel, architects, contractors, accountants, and other as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Condominium;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Association. Two bank accounts shall be maintained-one checking account for current expenses, and one a savings account for unforeseen contingencies and/or replacement of major structural elements to the amount of 21.20% of total receipts.
- (g) to determine rules for hiring and firing of personnel necessary for the maintenance, repair and replacement of Common Areas and for approving the payment of vouchers, invoices and the like;

- (h) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property;

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving total expenditures of less than \$5,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases;

- (a) contracts for replacing or restoring portions of the Common Areas or Limited Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.
- (c) Expenditures necessitated by an emergency situation constituting a danger to the owners or the property of the Association where there is no time to reasonably call a meeting.

Section 3.09. Compensation. No Director shall receive any compensation for his services other than expenses. As this is a non-profit organization, no salaries will be given.

Section 3.10. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the President. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States Mail at least five (5) days prior to the date of such meeting.

Special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is

called. Such meeting shall be held at such place and such time within Marion County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, notice shall not be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meeting of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Owners shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of the Association shall provide that the Board of Directors and the Managing Agent, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Directors. The Owners shall indemnify any person, his heirs, assigns and legal representatives, made a part of any action, suite or proceeding by reason of the fact that he is or was a Director of the Association,

against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Owners shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any officer or employee thereof, or any accountant, attorney, or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.14B. Settlement of Disputes Between Owners. In the event of a dispute between two unit Owners, the Board of Directors shall consider the matter and offer a solution. Should either party refuse to accept the solution, an independent third party shall be selected by the disputing parties and they shall agree to binding arbitration by this third party. In the event of a dispute between a unit Owner and Board of Directors, the disputing parties shall select an independent third party and shall agree to binding arbitration by this third party. In all cases, the disputing parties shall equally split the expenses of the third party.

Section 3.15. Bond. The Board of Directors shall give bond and shall require the Treasurer and such other officers as the Board deem necessary to give bond, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be provided by the By-Laws or the Board of Directors and any such bond shall specifically include protection for any

insurance proceeds received for any reason by the Board. The expense of such bond shall be a Common Expense.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting or the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such

meetings, and shall perform all other duties incident to the office of Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Treasurer shall be elected from among the Directors. The Treasurer shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. He shall be the legal custodian of all monies, notes, securities, and other valuables which may from time to time come into the possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. Another officer may serve as the Treasurer.

Section 4.07. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE V Assessments

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a public accounting firm then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during either the preceding calendar year or, in the alternative, the same for the current fiscal year.

Section 5.02. Proposed Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing fiscal year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the

Owners at the annual meeting of the Association for adoption, and if so adopted, shall be the basis for the Annual Assessment for the following fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that if the annual meeting of the Owners is adjourned before an annual budget is approved at such meeting, then the Board of Directors may adopt an annual budget for such year.

Section 5.03. Annual Assessments. Promptly following the adoption of the annual budget, the Board of Directors shall give written notice of the assessment against each respective Home based on its Percentage Interest (herein called the "Annual Assessment"). The Annual Assessment against each Home shall be paid in equal monthly installments, commencing on the first day of February of such calendar year and on the first day of each calendar month thereafter through and including the following January 1. Payment of the monthly installments of the Annual Assessment shall be made to the Board of Directors or the Managing Agent, or otherwise, as directed by the Board of Directors. The Annual Assessment for the year shall become a lien on each separate Home as of February 1 of each calendar year.

Section 5.04. Assessments after Annexation. Subsequent to the filing of any Supplemental Declaration and prior to the date the assessment on the annexed portion shall commence, the Board of Directors shall revise the budget to include the additional area and it shall revise the Annual Assessments accordingly; provided, however, such revised Annual Assessment shall not be any greater or increase the amount of the Annual Assessment that an Owner is paying at the time of the revision of the budget.

Section 5.05. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Annual and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Annual or Special Assessment when due, the lien of such Assessment on the Owner's Home may be filed and foreclosed by the Board of Directors for and on behalf of the Association as provide by law. In any action to foreclosure the lien for the Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Home and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Home and to

Collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Annual or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid annual or Special Assessment without foreclosing or waiving the lien securing same. In any action to recover any installments of an Annual or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action uncured, including but not limited to reasonable attorneys' fees, from the Owner of the respective Home.

Section 5.06. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Home, which, if neglected, would affect the value of the Property. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, air conditioning, doors, windows, lamps, and all other accessories belonging to the Owner and appurtenant to the Home.

ARTICLE VI

Right to Enter, Rules and Regulations

Section 6.01. Right of Entry. An Owner or occupant of a Home shall grant the right of entry to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Home or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives where so required, to enter his Home for the purpose of inspection or performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.02. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Common Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VII
Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than sixty-seven percent (67%) of the Percentage Vote of the Owners in a duly constituted meeting called for such purpose, or at an annual meeting.

ARTICLE VIII
Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Home or his mortgagee shall notify the Secretary of the Association and provide the name and address of the mortgagee. A record of such mortgagee and the name and address shall be maintained by the Secretary, and any such notice required to be given to the mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of mortgagee are furnished to the Secretary, either by the Owner or by the mortgagee, no notice to any mortgagee as my otherwise be required by the Declaration or these By-Laws shall be required an no mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration or By-Laws or proxy granted to such mortgagee in connection with the mortgage.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Home, furnish to such mortgagee or purchaser a statement setting forth the amount of the then unpaid Annual or Special Assessments against the Home, which statement shall be binding upon the Association and the Owners, and any mortgagee or grantee of the Home shall not be liable for nor shall the Home conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

