

Harold E. Smith and Associates, Civil Engineer and Land Surveyor, and as constructed for the purpose of shelter for motor vehicles and appurtenances.

N. Wherever any reference herein is made to one gender, the same shall include a reference to all other genders, and, wherever any reference is made to the singular, it shall include the plural, and, wherever reference is made to the plural, it shall include the singular.

ITEM II THE CONDOMINIUM

A. Creation of Separate Freehold Estates. The Grantor, in order to establish a plan of condominium ownership for the above-described property and improvements, hereby covenants and agrees that it hereby divides said property into the following separate freehold estates:

1. Condominium Units. The four (4) separately designed and legally described freehold estates consisting of spaces or areas, being the area of space contained within the unfinished interior surface of the perimeter walls, floors, and ceilings of each of the four (4) Units constructed within the Condominium.

2. Common Elements. A freehold estate consisting of the remaining portion of the real property described and referred to as the "Common Elements." The General Common Elements are:

a. The land described on page 1 hereof, including driveways, roads, sidewalks, unassigned parking spaces, any and all retention ponds constructed on site for surface water drainage purposes, any and all tennis courts constructed, any and

all swimming pools or community buildings, but excluding the Units.

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b. The electrical wiring network throughout the Condominium Premises, up to the point of contact with a municipally required service meter measuring service to each individual Unit.

c. The telephone wiring network throughout the Condominium Premises up to the point of the unfinished interior perimeter wall, ceiling, or floor of each individual Unit.

d. The water distribution system, up to the point of connection, with a municipally required water meter serving each individual Unit.

e. The sanitary system, except that portion contained within a Unit, and any and all storm drainage systems throughout the Project.

f. Foundations, footings, supporting columns, Unit perimeter walls (including windows and doors therein), roofs, ceilings, floors, floor construction between Unit levels, and chimneys.

g. Cablevision cables, wires, and appurtenances up to the point of entry as defined as the unfinished surface of an individual Unit's perimeter wall, floor, or ceiling.

h. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or necessary to the existence, upkeep, and safety of the Project.

5. The Limited Common Elements are:

a. Each drive area immediately adjacent to a Unit is appurtenant as a Limited Common Element to the Unit, all as designated in Exhibit "A" hereto.

b. Each individual porch in the Project is restricted in use to the Co-Owner of the Unit which opens into such porch, as shown on Exhibit "A" hereto.

c. Each courtyard designated as such on Exhibit "A" hereto shall be restricted in use to the Co-Owner of the Unit which opens into such courtyard as shown on Exhibit "A" hereto.

d. Each individual patio area in the Project is restricted in use to the Co-Owner of the Unit which opens into such patio area as shown on Exhibit "A" hereto.

e. Each deck designated as such on Exhibit "A" hereto shall be restricted in use to the Co-Owner of the Unit which opens into such deck as shown on Exhibit "A" hereto.

f. Each individual air conditioner compressor in the Project is restricted in use to the Co-Owner of the Unit which such air conditioner compressor services.

g. The interior unfinished surfaces of Unit perimeter walls, ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-Owner of such Unit.

h. An area one hundred (100) square feet in dimension appurtenant to certain Units contained within the garage attic space area so designated in the Condominium Survey.

1. The garage immediately adjacent and attached to the Unit for the purpose of shelter of Unit Owner vehicles and personal property.

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B. Ownership of Common Elements. For the purpose of this Declaration, the ownership of each Unit shall include the respective undivided interest in the Common Elements specified and established in Paragraph "D" hereof.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other General Common Elements in any other Unit serving his Unit.

C. Designation and Description of Units. The four (4) individual Units hereby established are described as follows:

1. The Units shall be contained in a building designated as Building 9 without basement and as follows:

a. Unit A is located in Building 9 and is a two-bedroom, one-story, Unit without basement.

b. Unit B is located in Building 9 and is a two-bedroom, one and one-half story Unit without basement.

c. Unit C is located in Building 9 and is a three-bedroom, one and one-half story Unit without basement.

d. Unit D is located in Building 9 and is a three-bedroom, one story Unit without basement.

The Unit locations and dimensions are more particularly described in documents filed in Plat Book 17, page 26/27, records of Madison County, State of Indiana.

D. Percentage Interest in Common Elements and Share of Common Expenses. The undivided interest in the Common Element hereby established, which shall be conveyed with each respective Unit, and which is also the proportional voting right of each Unit Owner and the Unit Owner's share of common expenses and common surplus, is based on the ratio of the Unit to the total number of all Units of the Condominium and reflecting a continuing total interest of one hundred percent (100%) for the entire Condominium. The individual Units have the following undivided interests:

TABLE OF UNIT SHARES

<u>Unit Identification</u>	<u>Share</u>
9-A	25%
9-B	25%
9-C	25%
9-D	25%

The above respective undivided interests established and to be conveyed with the respective Units as indicated above cannot be changed, except by amendment of this Declaration as herein provided, and the Grantor, its successors and assigns, and its grantees, covenant and agree that the undivided interests in the Common Elements and the fee titles to the respective Units conveyed therewith, shall not be separated nor separately conveyed and each said undivided interest shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Unit.

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E. Legal Description of Unit. The following shall be an adequate legal description of each Unit: LIBER 625 PAGE 638

Unit _____ contained in Building _____ and all appurtenances thereto in College Park Horizontal Property Regime as delineated in the Declaration recorded in the Office of the Madison County Recorder on July 16, 1985, in Book 625, pages 627-703, together with an undivided interest in the common elements of the Regime as described in the Deed of Declaration and as amended pursuant to its terms.

F. Responsibility for Maintenance, Alteration, and Improvement. The responsibility for maintenance of the Condominium is divided as follows:

1. Units.

a. The Corporation shall maintain, repair, and replace as a common expense:

(i) All portions of a Unit (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and all fixtures thereof, perimeter walls, floor and ceiling slabs, load-bearing walls, footings, and foundations.

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained within the Units and which service part or parts of the property other than the Unit within which contained.

(iii) All incidental damage caused to a Unit by maintenance, repair, or replacement work performed on common expense property shall be promptly repaired as a common expense.

(iv) All repair, maintenance, and replacement of Unit garage doors, excluding mechanical opening devices; provided, however, that if damage to a garage door is caused by the