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COVENANTS AND RESTRICTIONS

CROOKED CREEK HPR

(Marion County, IN)

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The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

CROOKED CREEK CONDOMINIUMS
Horizontal Property Regime

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JUN 22 1973

Edmond H. [Signature]
MARION COUNTY AUDITOR

APPROVED THIS 22nd
DAY OF June 1973
AUDITOR OF MARION COUNTY
Per [Signature] DRAFTSMAN

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DECLARATION OF HORIZONTAL
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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

CROOKED CREEK CONDOMINIUMS
Horizontal Property Regime

This Declaration, made this 21st day of June,
1973, by Columbia Properties, Inc., an Ohio corporation duly
authorized to conduct business in the State of Indiana (the
"Declarant")

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title
to the following described real estate, located in Marion
County, Indiana to-wit:

A part of the Southwest Quarter of the Northeast Quarter of
Section 19, Township 17 North, Range 3 East in Marion County,
Indiana being more particularly described as follows, to-wit:

Beginning at a point on the West line of the Southwest Quarter of
the said Northeast Quarter Section 863.79 feet North 00°01'11"
East of the Southwest corner of the Southwest Quarter of the said
Northeast Quarter Section; thence North 00°01'11" East upon and

along the said West line 475.00 feet to the Northwest corner of the Southwest Quarter of the said Northeast Quarter Section (said point being 1338.79 feet South 00°00'00" West of the Northwest corner of said Northeast Quarter Section); thence North 89°12'56" East upon and along the North line of the Southwest Quarter of said Northeast Quarter Section 1082.316 feet to a point; thence South 00°00'00" and parallel with the East line of the Southwest Quarter of the said Northeast Quarter Section 720.00 feet to a point; thence North 89°12'56" East and parallel with the said North line 250.00 feet to the East line of the Southwest Quarter of the said Northeast Quarter Section; thence South 00°00'00" upon and along the said East line 350.00 feet to a point; thence North 90°00'00" West 200.00 feet to the POINT OF CURVATURE of an 11.86248 degree curve to the right, the radius point of said curve being North 00°00'00" a distance of 483.00 feet from said point; thence Northwesterly upon and along said curve 379.35 feet to the POINT OF TANGENCY thereof (the radius point of said curve being North 45°00'00" East 483.00 feet from said point); thence North 45°00'00" West 362.927 feet to the POINT OF CURVATURE of a 9.39275 degree curve to the left, the radius point of said curve being South 45°00'00" West 610.00 feet from said point; thence Northwesterly upon and along said curve 479.09 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 00°00'00" a distance of 610.00 feet from said point; thence North 90°00'00" West 102.859 feet to the POINT OF BEGINNING, containing 19.858 acres, more or less.

Subject, however, to the right-of-way for Payne Road off a part of the East side thereof, subject further to all other legal easements and rights-of-ways.

The Property which is the subject of this Declaration consists of the first phase designated Crooked Creek Condominiums, Phase One and consists of seven (7) buildings containing fifty-two (52) Apartments to be known as Crooked Creek Condominium, Phase I, contained within the Easterly part of the above described 19.858 acre tract.

However, the annexation of all or any part of the additional territory contained in the above described 19.858 acre tract may

be automatically included within this Declaration by a simple Supplemental Declaration as executed and recorded by Declarant, and such action shall require no approvals or other action by either the Apartment Owners or the Board of Directors or the Members of Crooked Creek Condominiums, Inc., as hereinafter more particularly defined.

The Property which is the subject of this Declaration consisting of 6.841 acres is more particularly described as follows to-wit:

A part of the Southwest Quarter of the Northeast Quarter of Section 19, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of the Northeast Quarter; thence North $00^{\circ}01'11''$ East upon and along the West line of the Southwest Quarter of said Northeast Quarter Section 1338.790 feet to the Northwest corner of the Southwest Quarter of said Northeast Quarter Section (said point being 1338.790 feet South $00^{\circ}01'11''$ West of the Northwest corner of said Northeast Quarter Section); thence North $89^{\circ}12'56''$ East upon and along the North line of the Southwest Quarter of said Northeast Quarter Section 1082.316 feet to a point; thence South $00^{\circ}00'00''$ and parallel with the East line of the Southwest Quarter of said Northeast Quarter Section 325.00 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South $00^{\circ}00'00''$ and parallel with the East line 395.00 feet to a point; thence North $89^{\circ}12'56''$ East and parallel with the said North line 250.00 feet to the East line of the Southwest Quarter of said Northeast Quarter Section; thence South $00^{\circ}00'00''$ upon and along the said East line 350.00 feet to a point; thence North $90^{\circ}00'00''$ West 200.00 feet to the POINT OF CURVATURE of a 11.86248 degree curve to the right, the radius point of said curve being North $00^{\circ}00'00''$ a distance of 483.000 feet from said point; thence Northwesterly upon and along said curve 379.347 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North $45^{\circ}00'00''$ East 483.000 feet from said point; thence

North 45° 00' 00" West 117.619 feet to a point; thence North 45° 00' 00" East 27.634 feet to a point; thence North 19° 30' 00" East 95.000 feet to a point; thence North 12° 30' 00" East 190.000 feet to a point; thence North 77° 30' 00" West 28.00 feet to a point; thence North 21° 00' 00" East 120.00 feet to a point; thence North 45° 00' 00" West 60.000 feet to a point; thence North 56° 30' 00" East 125.00 feet to a point; thence South 88° 00' 00" East 205.000 feet to the POINT OF BEGINNING, containing 6.841 acres, more or less. Subject, however, to the right of way for Payne Road off the entire East side thereof; subject further to all other legal easements and rights of ways.

Along with an easement twenty-five feet in width for ingress and egress in a part of the Southwest Quarter of Section 19, Township 17, North Range 3 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southwest corner of the Southwest Quarter of said Northeast Quarter Section; thence North 00° 01' 11" East upon and along the West line of said Quarter Section 838.790 feet; thence North 90° 00' 00" East 102.887 feet to the POINT OF CURVATURE of a 9.79415 degree curve to the right, the radius point of said curve being South 00° 00' 00" West 585.000 feet from said point; thence Southeasterly upon and along said curve 459.458 feet to the POINT OF TANGENCY thereof, the radius point of said curve being South 45° 00' 00" West 585.000 feet from said point; thence South 45° 00' 00" East 245.307 feet; thence North 45° 00' 00" East 25.00 feet to the BEGINNING POINT OF THIS DESCRIPTION; thence North 45° 00' 00" East 27.634 feet; thence North 19° 30' 00" East 95.00 feet; thence North 12° 30' 00" East 190.00 feet; thence North 77° 30' 00" West 25.000 feet; thence South 12° 30' 00" West 188.47 feet; thence South 19° 30' 00" West 87.81 feet; thence South 45° 00' 00" West 21.98 feet; thence South 45° 00' 00" East 25.000 feet to the BEGINNING POINT OF THIS DESCRIPTION, containing 0.175 acres, more or less.

B. Declarant, by execution of this Declaration, hereby creates a Horizontal Property Regime to be known as Crooked Creek Condominiums, Phase I, subject to the provisions of the Horizontal Property Act of the State of Indiana and the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

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1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.

(b) "Apartment" means one of the fifty-two (52) living units constituting Crooked Creek Condominiums, Phase I, each individual unit being more particularly described and identified on the Plans and in paragraph 3 and 4 of this Declaration.

(c) "Association" means the association of Co-owners of Crooked Creek Condominiums, Inc., more particularly described in paragraph 10.

(d) "Board of Managers" means the governing body of the Association elected by the Co-owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.

(e) "Building" means one of seven (7) buildings on the land which the Apartments are located. The Buildings are more particularly described and identified in the Plans and in paragraph 1 of this Declaration.

(f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy

of the By-Laws is attached to this Declaration and incorporated herein by reference.

(g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 5 of this Declaration.

(h) "Common Expenses" means expense of administration of the Association and expense for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.

(i) "Co-owners" means the Owners of all of the Apartments.

(j) "Limited Areas" means the limited common areas and facilities as defined in paragraph 6 of this Declaration.

(k) "Mortgagee" means the holder of a first mortgage lien on an Apartment.

(l) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to an Apartment.

(m) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Apartment.

(n) "Phases of Development" means that the Declarant contemplates the subject Declaration to be the first phase of a total condominium development named Crooked Creek Condominiums

which shall consist of not to exceed one hundred fifty-two (152) Apartment units, inclusive of the fifty-two (52) Apartment units within this first phase of development. All phases of development shall be placed of record no later than five (5) years from date of recordation of this first phase. Therefore, the "Percentage Interest" of the Owner in the Common Areas and the facilities shall change as additional phases are developed. But each Owner of each Apartment in the total Association of Owners, not to exceed a total of one hundred fifty-two (152) Apartment units, in all matters pertaining to the Association including the election of the Board of Managers, shall be entitled to vote the Percentage Interest he owns of the undivided interest in the Common Areas and facilities as such Percentage Interest may change from time to time as additional phases are added.

(o) "Plans" means the floor plans, building plans of the Buildings and Apartments, and a site plan and elevation survey of the Tract and Buildings prepared by Schneider Engineering Corp., certified by John V. Schneider, a registered engineer, under date of June 5, 1973, all of which are incorporated herein by reference.

(p) "Property" means the Tract and appurtenant easements, the Apartments, the Buildings, garages, improvements, and property of every kind and nature whatsoever, real, personal or mixed,

located upon the Tract designated in the Plans as Crooked Creek Condominiums, Phase I, used in connection with the operation and enjoyment of Crooked Creek Condominiums.

(g) "Crooked Creek Condominiums" means the name by which the Property and Horizontal Property Regime shall be known. The address of Crooked Creek Condominiums is 8102 - 8290 Payne Road, Indianapolis, Indiana.

(r) "Tract" means the real estate described in paragraph A above as Crooked Creek Condominiums, Phase I.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Buildings. There are seven (7) Buildings containing Apartments on the Tract each being a two story structure without basement, six buildings containing eight (8) Apartments and one building containing four Apartments, each Apartment having one (1) exclusive garage space within the Building. All buildings are constructed of wood frame faced with brick veneer and aluminum siding. The location of each building on the condominium land and its location with respect to every other building is shown

on the Master Site Plan, Exhibit B, annexed hereto and a part hereof. The Buildings are identified and referred to in the Plans and in this Declaration as Buildings 1 through 7, inclusive.

The seven (7) Buildings contain a total of fifty-two (52) separate Apartments consisting of eight (8) basic floor plan types designated by legend on the plans as Unit Description "F", "GL", "GR", "E", "J", "KL", "KR" and "H".

4. Residence Units Designation and Description. As shown on the floor plan, Exhibit "C", annexed hereto and a part hereof, the residence units are located in either one of two type buildings of standard interior design, designated Building A and Building B. Each A type building is composed of eight Apartment units:

- One Unit designated F
- One Unit designated GL
- One Unit designated GR
- One Unit designated E
- One Unit designated J
- One Unit designated KL
- One Unit designated KR
- One Unit designated H

Each B type building is composed of four Apartment units:

- One Unit designated J
- One Unit designated KL
- One Unit designated KR
- One Unit designated H

Unit type F consists of a living room, dining room, three bedrooms, one and one-half baths, kitchen, laundry facilities and patio with storage area, all located on a ground floor and containing about 1,028 square feet of area.

Each unit type GL and GR consists of a living room, dining room, kitchen, laundry facilities, two and one-half baths, three bedrooms and patio with storage area, located on two floors, commonly described as a three bedroom townhouse and containing about 1,248 square feet of area.

Each unit type E consists of living room, dining room, kitchen, laundry facilities, one bath, three bedrooms, and balcony patio with storage area, all located on an upper floor over the garages commonly known as a three bedroom carriage unit and containing about 1,132 square feet of area.

Each unit type J consists of a living room, dining room, kitchen, laundry facilities, one bath, two bedrooms and patio with storage area, located on the ground floor and containing about 867 square feet of area.

Each unit type KL and KP consists of a living room, dining room, kitchen, laundry facilities, one and one-half baths, two bedrooms, and patio with storage area, located on two floors, and commonly described as a two bedroom townhouse containing about 975 square feet of area.

Each unit type H consists of living room, dining room, kitchen, laundry facilities, one bath, two bedrooms, and balcony patio with storage area, all located on an upper floor over the garages, commonly known as a two bedroom carriage unit and containing about 1,132 square feet of area.

Each Apartment unit shall consist of the area within and the interior surfaces of its perimeter walls, floors, and ceilings, including windows and doors in the perimeter walls but shall exclude supporting walls, fixtures (including water and gas pipes, electrical wires and conduits and heating and air conditioning ducts and vents) and other parts of the building which are within the boundaries of a unit and which are necessary for the existence, support, maintenance, safety, or comfort of any other part of the condominium property or which are a part of central and appurtenant installations for utility and similar services for the whole condominium property.

Each Apartment unit has one (1) exclusive garage space within each Building bearing the same letter on the Plans as the corresponding Apartment Unit with the prefix "G" preceding the numeral.

The Percentage Interest of each Apartment in the Common Areas and Limited Areas owned as tenants in common with other Owners in this first phase of development is based on the fair value of each Apartment Unit in relationship to the total value of the units as shown on Schedule I of Exhibit "A".

5. Description of Common Areas and Facilities. The Common Areas shall be owned by the Apartment Owners as tenants in common and ownership thereof shall remain undivided. "Common Areas" consists of all parts of the condominium project and the improvements now or hereafter constructed thereon, other than the Apartment units and the Limited Common Areas and facilities, and includes without limitation:

- (a) The land described in this Declaration.

(b) The foundations, columns, girders, beams, supports, supporting walls, roofs, halls, stairs, stairways, fire escapes, entrances and exits of the buildings.

(c) Installations of central services for power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether or not located in common areas) and all other apparatus and installations existing for common use.

(d) The yards and grounds, gardens and outside parking.

(e) All other parts of the condominium property necessary or convenient to the existence, maintenance and safety of the condominium property.

6. Description of Limited Common Areas and Facilities.

There is reserved for the use of each Apartment unit, to the exclusion of all other Apartments, a patio or sundeck and storage area immediately adjacent to each unit, as shown on Exhibit "C".

7. Ownership of Common Areas. The Percentage Interest appertaining to each Apartment is set forth in Schedule I of Exhibit "A", annexed to this Declaration. This Percentage shall for all purposes be deemed to be the percentage of value of each separate Apartment and appurtenances thereof in relation to the Property as a whole.

The Percentage Interest appertaining to each separate Apartment in the Common Areas and Limited Areas shall remain constant in this first phase of development and shall not be altered without the unanimous consent of all the Co-owners and compliance with all requirements of the Act.

The Declarant contemplates the subject Declaration to be the first phase of a total Condominium development named Crooked Creek Condominiums which shall consist of a total not to exceed one hundred fifty-two Apartment units, inclusive of fifty-two (52) Apartment units within the first phase of development. Therefore, the Percentage Interest in the Common Areas and facilities allocable to the Owners of each Apartment in Crooked Creek Condominiums shall change as additional phases are developed. It is contemplated by the Declarant that the total condominium development shall consist of three (3) phases and a total of one hundred fifty-two (152) Apartment units together with a major recreation area consisting of a swimming pool, community activities building and other facilities maintained and repaired by Crooked Creek Condominiums, Inc.

At any time within five years from the date of recordation of this first phase, Declarant may, but is not obligated to, annex the additional two (2) phases contained within the total 19.658 acre tract described in Paragraph A, above, and develop such annexed part substantially in accordance with the preliminary plan of development; provided, however, the total number of Apartments shall not exceed one hundred fifty-two (152) and; provided,

further, the phases shall be annexed in chronological order of Phases II and III.

As each phase is developed, Declarant shall record a Supplemental Declaration as described in paragraph A, above annexing and adding such phase to this Declaration making it a part of Crooked Creek Condominiums. Each Owner, by acceptance of a deed, to an Apartment, acknowledges, consents and agrees as to each Supplemental Declaration that is recorded as follows:

(a) The phase described in each Supplemental Declaration shall be governed in all respects by the provisions of this Declaration.

(b) The Percentage Interest appurtenant to each Apartment shall automatically be reallocated in accordance with such Supplemental Declaration which shall be the same as the Percentage Interest designated in the appropriate Schedule in Exhibit "A". Upon recording of each Supplemental Declaration, the amount by which the Percentage Interest of an Apartment is reduced shall thereby be deemed to release and divest that amount from such Apartment Owner and revert to the Declarant, its successors or assigns.

(c) Each deed, mortgage or other instrument affecting an Apartment shall be deemed given subject to the limitation that the Percentage Interest in Common Areas and Limited Areas appurtenant to each Apartment shall, upon the recording of each Supplemental Declaration, be altered in accordance with the Supplemental Declaration and appropriate Schedule in Schedule I.

(d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Apartment shall be deemed to include any

additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage or other instrument affecting an Apartment shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Apartment and lien of any mortgage shall automatically include and attach to such additional Common Areas and Limited Areas upon recording of such Supplemental Declaration.

(e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to an Apartment prior to such recording.

(f) Each Owner, by acceptance of the deed conveying his Apartment agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and, for the purposes of this Declaration and the Act, any changes in the Percentage Interests as set forth in any Supplemental Declaration, which is in accordance with the appropriate Schedule in Exhibit "A", shall be deemed to be made by agreement of all Owners.

(g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to cause the provisions of this paragraph 7 to comply with the Act as it may be amended from time to time.

In the event Declarant does not annex to Crooked Creek Condominiums the additional tract or any particular phase thereof, as permitted by this paragraph 7, Declarant shall file a Supplemental Declaration which shall permanently remove that part

of the Additional Tract, provided, however, any phase for which a Supplemental Declaration has not been filed within five (5) years from date of recordation hereof, shall automatically be removed from the possibility of becoming a part of Crooked Creek Condominiums.

(h) In the event all or any part of the Additional Tract is not annexed to Crooked Creek Condominiums, the Owners of that part of the Additional Tract not annexed, their guests, invitees, lessees and agents, and all public and quasi public vehicles, including but not limited to police, fire and emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right and easement to enter upon the streets and Common Areas of Crooked Creek Condominiums to provide ingress and egress to the Additional Tract as is necessary.

8. Real Estate Taxes. Real estate taxes are to be separately taxed to each Apartment as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Apartment, but are assessed and taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest.

9. Utilities. Each Owner shall pay his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses unless otherwise agreed by a majority of the Co-owners.

10. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation

of the Property and in compliance with the provisions of the Act, there shall be created an Indiana not-for-profit corporation to be known as Crooked Creek Condominiums, Inc. whose membership shall be composed of the Co-owners of the Apartments in Crooked Creek Condominiums. Each Owner shall be a member of Crooked Creek Condominiums, Inc., but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

Crooked Creek Condominiums, Inc. shall be governed in accordance with and as prescribed by the By-Laws. These Articles of Incorporation and By-Laws shall be placed of record as prescribed by law prior to or contemporaneous with the recordation of this Declaration.

The Board of Managers shall be the governing body of the Association, representing all of the Co-owners in providing for the management, maintenance, repair, replacement and upkeep of the Property.

(a) Each Apartment Owner and each Apartment Owner in any condominium section hereinafter established, within the Property, shall automatically be members in Crooked Creek Condominiums Inc., (the "Association") and entitled to all of the privileges and subject to all of the obligations of members. Declarant, by this Declaration, and all Apartment Owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions and obligations contained in the Articles of Incorporation

and regulations of Crooked Creek Condominiums, Inc. and of the provisions of this section.

(b) Each Apartment Owner shall pay to the Association an annual assessment based on the Percentage Interest of each Apartment as it relates to the percentage interest of the Apartment Owner in the third phase of development (Exhibit "A" Section 3) which assessment will be an annual assessment of the total sum necessary to provide maintenance and repair of the Common Areas and Limited Common Areas together the insurance, reserve fund for replacements, maintenance and operation of swimming pool and community activities building and other facilities of the Association. For so long as there are fewer than 152 Apartment units built on the Development Area, the balance of said total sum not covered by the assessment against the Apartment Owners shall be assessed against and be payable by the Declarant.

(c) In addition to the annual assessment authorized above, the Association may levy in any assessment year special assessments for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or (2) the expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(d) Each Owner of an Apartment shall pay to the Association a special assessment based on his Percentage Interest as defined in subparagraph (c) above of the total sum approved to meet the costs

and expenses as provided in subparagraph (c) herein. For so long as there are fewer than 152 Apartment Units built on the Property, the balance of any such total sum not covered by the special assessment against Apartment Owners shall be assessed by the Association against and be payable by Declarant.

(e) The amount of the annual assessment or of any special assessment provided for in this section, against each Apartment owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this section, shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of assessment and, upon default of payment within such period of time, shall be a lien against each Apartment unit owned by the defaulting owner and against that part of the Property, if any, owned by the defaulting Declarant, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana and to take any other actions for collection from the defaulting parties. Any such lien against an Apartment Owner or against that part of the Property, if any, owned by the Declarant shall be subordinate to any recorded first mortgage covering such Apartment unit, or as the case may be, covering that part of the Property, if any, owned by the Declarant.

(f) Both annual and special assessments may be collected on a monthly basis.

11. Maintenance, Repairs and Replacements. Each Owner shall, at his own expense, be responsible for the maintenance,

repairs, decoration and replacement within his own Apartment, except as may otherwise be provided in the By-Laws. Each Owner shall repair any defect occurring in his Apartment which, if not repaired, might adversely affect any Apartment, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas shall be furnished by the Association as part of the Common Expenses, excepting each Owner shall maintain his air conditioning system and garage area.

The Board of Managers shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas.

The Board of Managers or their designated agent shall have the right at responsible times and upon reasonable prior notice (except in cases of emergencies in which case no notice shall be required), to enter into each individual Apartment for the purposes of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of the same.

12. Alterations, Additions and Improvements. No Owner shall make any alteration or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alteration to his respective Apartment and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Apartment is located.

13. Insurance. The Association, acting through its Board of Managers, shall obtain fire and extended coverage insurance

insuring the Property in an amount equal to the full insurable value thereof. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association or the Board of Managers, who shall hold such proceeds as trustee for the individual Owners and Mortgagees. The interest of each Owner and his Mortgagee in such proceeds shall be equal to the Owner's Percentage Interest.

The Association acting through its Board of Managers shall also obtain comprehensive public liability insurance in such amounts as the Board of Managers shall deem appropriate, together with Workman's Compensation insurance and other liability insurance if deemed necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers and any managing agent or company acting on behalf of the Association.

The premiums for all such insurance shall be paid by the Association, as part of the Common Expenses.

Each Owner shall have the right to purchase any additional insurance he may deem necessary, and each Owner shall be solely responsible for insurance on the contents of his own Apartment, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property.

14. 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 of the Apartments are destroyed by the occurrence of fire or other casualty, then the Association shall cause the Property to be promptly repaired and restored. The proceeds of the insurance carried by the Association shall be applied to the cost of 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 by all of the Owners of the Apartments directly affected by the damage in proportion to the value that each affected Apartment bears to all affected Apartments determined in accordance with each Apartment's Percentage Interest. An Apartment shall be deemed to be directly affected if, and only if, such Apartment is located within the Building in which the fire or other casualty occurs. If any Owner, or Owners, refuses or fails to make the required payments, the other Owners shall (or the Association, if such other Owners fail) complete the restoration and pay the cost thereof, and the costs attributable to the Owner or Owners who refuse to make such payments at the time required by the Board of Managers shall become a lien on such defaulting Owners' Apartments and may be foreclosed in the same manner as provided for the lien for Common Expenses.

(b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds of the Apartments are destroyed by fire or other casualty, then restoration of the

Apartments must be approved within one hundred twenty (120) days from the date of damage or destruction by no less than fifty-one per cent (51%) in the aggregate of the total Vote in this Declaration and each Supplemental Declaration as hereinbefore described. If such approval is not obtained, the Property shall be deemed owned in common by all of the Owners and the provisions of Section 21 of the Act shall apply.

(c) Restoration, for purposes of subparagraph (a) and (b) above, shall mean construction or rebuilding of the Apartments to the same condition as they existed immediately prior to the destruction and with the same type of architecture.

15. Covenants and Restrictions. The Covenants and restrictions applicable to the use and enjoyment of the Apartments are set forth in Article VI of the By-Laws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by an Owner, the Co-owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violation thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

(a) There shall be and hereby are reserved, whether or not shown on the Condominium Plat, easements and rights-of-way for the

benefit of governmental agencies, authorities and instrumentalities and for the benefit of public utilities, and for the benefit of the Association and for the benefit of Apartment units, on, under and through the condominium property for the ownership, use, operation, maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the condominium property may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or of the facilities.

(b) If additional condominium properties (phases) are located within the Development Area or are subsequently developed within the Development Area under the terms of this Declaration, Declarant reserves to itself, its successors and assigns for the benefit of such additional condominium properties and the residence unit owners therein, and hereby grants to Crooked Creek Condominiums and the Apartment Owners therein, mutual easements and rights-of-way in the land of the respective condominiums for pedestrian and vehicular ingress and egress to said respective condominium properties and for the purpose of maintaining, using, repairing and replacing all existing storm sewer systems and roadways used by the Apartment Owners in the condominiums as ingress and egress to their property and for the purpose of the subterranean installation, maintenance and repair of any pipe, cable, or other conduit of liquids or energy supplying water, sewerage, telephone, radio, television, electricity, heat or other

similar services to the condominiums, provided, however, that where the work to be done is other than the repair or replacement of any existing facility, it shall be done only with the written permission of the Condominium Owners Association involved, which permission shall not be unreasonably withheld.

16. Lease of Apartment by Owner. For the purpose of maintaining the congenial and residential character of Crooked Creek Condominiums, and for the protection of the Co-owners with regard to financially responsible residents, no Apartment shall be leased for a term longer than one (1) year.

17. Amendment of Declaration. 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 Managers or the Owners of at least a majority of the Vote.

(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. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five per cent (75%) of the Vote. In the event any Apartment is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed Amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.

(e) Special Amendments. No amendments to this Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Apartment or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred per cent (100%) of the Co-owners, or (2) the provisions of paragraph 14 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interest have been known to the Board of Managers in accordance with the provisions of the By-Laws.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

(g) Exception. Any amendment pursuant to page 878, 56, Ch. 96 of the Acts of the Indiana General Assembly (Burns 556-1213) are

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expressly excluded from the provisions of this paragraph 17.

18. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Apartments shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, the Articles of Incorporation of Crooked Creek Condominiums, Inc. (the "Association") and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute an agreement that the provisions of this Declaration, the Act, the Articles of Incorporation, the By-Laws and rules and regulations as each may be deemed from time to time are accepted and ratified by such Owner, tenant or occupant, and all provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in an Apartment or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control an Apartment or Apartments or any part of the the Property in any manner shall be subject to the Declaration, the Act, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended from

time to time.

19. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or that of any member of his family or his or their guests, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Apartment or its appurtenances or of the Common Areas or Limited Areas.

20. Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of the Declaration, the Act, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure.

21. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Apartment.

22. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this declaration of the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of

the rest of this Declaration or the attached By-Laws.

23. Floor Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of all the Apartments and the Property are incorporated into this Declaration by references and have been filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File No. _____ as set Jan 22, 1973, as Instrument No. 73-39456.

24. Encroachments and Easements for Common Areas. If, by reason of location, construction, settling, or shifting of a Building, any Common Area or Limited Common Area now encroaches or shall hereafter encroach upon any Apartment or conversely, an Apartment shall encroach upon Common Area or Limited Common Area, then in such event an easement shall be deemed to exist and run to the Co-owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Common Area. Likewise, an easement shall be deemed to exist in favor of the Apartment Owner where an Apartment shall encroach.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Apartments and serving his Apartment.

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IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

Columbia Properties, Inc.

ATTEST:

By

Jack L. Wallick, President

Sanford Goldston, Secretary

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared Columbia Properties, Inc., an Ohio Corporation, by Jack L. Wallick, its President, and Sanford Goldston, its Secretary, who, for and in behalf of said corporation acknowledged the execution of the foregoing Declaration of Horizontal Property Ownership, and state that they have full corporate authority pursuant to Resolution of the Board of Directors to so execute.

Isabel H. Johnson
Notary Public

My Commission Expires:

ISABEL H. JOHNSON
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES SEPT. 21, 1973

This Instrument Prepared By:
William F. LeMond
421 Union Federal Building
Indianapolis, Indiana
(317) 635-4500

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"EXHIBIT A"

SCHEDULE I

PROPORTIONATE INTEREST IN COMMON AND LIMITED COMMON AREAS
AND FACILITIES OF CROOKED CREEK CONDOMINIUMS AT THE COMPLETION
OF PHASE I

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
1	A	F	\$24,500	2.103
		GL	24,500	2.103
		GR	24,500	2.103
		E	21,500	1.84549
		J	22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549
2	B	J	\$22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549
3	A	F	\$24,500	2.103
		GL	24,500	2.103
		GR	24,500	2.103
		E	21,500	1.84549
		J	22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549
4	A	F	\$24,500	2.103
		GL	24,500	2.103
		GR	24,500	2.103
		E	21,500	1.84549
		J	22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549
5	A	F	\$24,500	2.103
		GL	24,500	2.103
		GR	24,500	2.103
		E	21,500	1.84549
		J	22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio Of Unit Value to Total Value (%)
6	A	F	\$24,500	2.103
		GL	24,500	2.103
		GR	24,500	2.103
		E	21,500	1.84549
		J	22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549
7	A	F	\$24,500	2.103
		GL	24,500	2.103
		GR	24,500	2.103
		E	21,500	1.84549
		J	22,500	1.93133
		KL	20,500	1.75965
		KR	20,500	1.75965
		H	21,500	1.84549

TOTAL ALL UNITS \$1,165,000

"EXHIBIT A"

SCHEDULE 2

PROPORTIONATE INTEREST IN COMMON AND LIMITED COMMON AREAS
AND FACILITIES OF CROOKED CREEK CONDOMINIUMS AT COMPLETION
OF PHASE II

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)		
1	A	F	\$24,500	1.09619		
		GL	24,500	1.09619		
		GR	24,500	1.09619		
		E	21,500	0.96196		
		J	22,500	1.00671		
		KL	20,500	0.91722		
		KR	20,500	0.91722		
2	B	H	21,500	0.96196		
		J	\$22,500	1.00671		
		KL	20,500	0.91722		
		KR	20,500	0.91722		
		H	21,500	0.96196		
		3	A	F	24,500	1.09619
				GL	24,500	1.09619
GR	24,500			1.09619		
E	21,500			0.96196		
J	22,500			1.00671		
KL	20,500			0.91722		
KR	20,500			0.91722		
4	A	H	21,500	0.96196		
		F	\$24,500	1.09619		
		GL	24,500	1.09619		
		GR	24,500	1.09619		
		E	21,500	0.96196		
		J	22,500	1.00671		
		KL	20,500	0.91722		
5	A	KR	20,500	0.91722		
		H	21,500	0.96196		
		F	\$24,500	1.09619		
		GL	24,500	1.09619		
		GR	24,500	1.09619		
		E	21,500	0.96196		
		J	22,500	1.00671		

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
6	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
7	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
8	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
9	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
10	B	J	\$22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
11	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196

Bldg. Number	Apartment Unit Description	Apartment		Ratio of Unit Value to Total Value (%)
		Unit Value	Excluding Closing Costs	
12	B J	\$22,500		1.00671
	KL	20,500		0.91722
	KR	20,500		0.91722
	H	21,500		0.96196
13	C P	\$24,500		1.09619
	GL	24,500		1.09619
	GR	24,500		1.09619
	E	21,500		0.96196
14	A F	\$24,500		1.09619
	GL	24,500		1.09619
	GR	24,500		1.09619
	E	21,500		0.96196
	J	22,500		1.00671
	KL	20,500		0.91722
	KR	20,500		0.91722
	H	21,500		0.96196
15	B J	\$22,500		1.00671
	KL	20,500		0.91722
	KR	20,500		0.91722
	H	21,500		0.96196

TOTAL ALL UNITS \$2,235,000

"EXHIBIT A"

SCHEDULE 3

PROPORTIONATE INTEREST IN COMMON AND LIMITED COMMON AREAS
AND FACILITIES OF CROOKED CREEK CONDOMINIUMS AT COMPLETION
OF PHASE III

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
1	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
2	B	J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
3	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
4	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
5	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

EXHIBIT A - Schedule 3 - Page 2

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total (%)
6	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
7	A	H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
8	A	KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
9	A	KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
10	B	J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

EXHIBIT A - Schedule 3 - Page 3

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value of Total Value (%)
11	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
12	B	H	21,500	0.63235
		J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
13	C	H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
14	A	E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72058
15	B	GR	24,500	0.72058
		E	21,500	0.63235
		J	\$22,500	0.66176
		KL	20,500	0.60294
16	C	KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72058
17	B	GR	24,500	0.72058
		E	21,500	0.63235
		J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

EXHIBIT A - Schedule 3 - Page 4

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value of Total Value (%)
18	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
19	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
20	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
21	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
22	A	F	\$24,500	0.72058
		GL	24,500	0.72058
		GR	24,500	0.72058
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
23	B	J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
		TOTAL ALL UNITS		\$3,400,000

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CODE OF BY-LAWS

OF

CROOKED CREEK CONDOMINIUMS, INC.

A NOT-FOR-PROFIT INDIANA CORPORATION

APPROVED THIS 22nd

DAY OF June 1973

AUDITOR OF MARION COUNTY

P. A. ...

DRAFTSMAN

9996
FILED

MAY 2 1973

73 39456

CODE OF BY-LAWS

OF

CROOKED CREEK CONDOMINIUMS, INC.

A NOT-FOR-PROFIT INDIANA CORPORATION

ARTICLE I

Identification and Applicability

Section 1.01: Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating the Crooked Creek Condominiums Horizontal Property Regime to which these By-Laws are attached and made a part thereof. The Declaration is 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 definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. 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 Co-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 Act.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Managers, 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 the third Tuesday of January each calendar year. At the annual meeting the Co-owners shall elect the Board of Managers 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 Managers or upon a written petition of the Co-owners who have not less than a majority 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 Managers. Written notice stating the date, time and place of any meeting, 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 Co-owner and, if applicable, to any Mortgagee not less than fourteen days prior to the date of such meeting. The notice shall be mailed or delivered to the Co-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 avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled multiplied by ten thousand (10,000). Thus an Owner with a Percentage Interest or Percentage Vote of .343% would be entitled to cast 343 votes.

(b) Multiple Owner. Where the Owner of an Apartment constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the Vote allocable to that Apartment. At the time of acquisition of title to an Apartment by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the

Association an irrevocable proxy appointing one of such persons or partners as the voting representatives for such Apartment, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent 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 constitute relinquishment of his right to act as voting representative for the Apartment.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the Vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the Board of Directors of such corporation shall cast the 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 the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing a majority of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term majority of Owners or majority of Vote, as used in these

By-Laws, shall mean the Owners entitled to not less than fifty-one per cent (51%) of the Votes in accordance with the applicable provisions set forth in the Declaration.

(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 conducted in the following order:

(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 Co-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 Co-owners for approval or amendment.

(4) Election of Board of Managers. Nominations for the Board of Managers may be made by an 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 annual meeting. Voting for Board of Managers 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 accumulate 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 a 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 Vote.

(6) Adjournment.

ARTICLE III

Board of Managers

Section 3.01. The affairs of the Association and Crooked Creek Condominiums shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Board of Managers shall be composed of five persons. No person shall be eligible to serve as a Manager unless he is an Owner or is an attorney, agent or employee of Declarant.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Larry Cronkleton, L. J. Phillips and Sydney Levine, all of whom are representatives of Declarant. The initial Board shall hold their office until the third Tuesday in January, 1975, and thereafter Directors shall be elected in accordance with Article IX of the Articles of Incorporation of Crooked Creek Condominiums, Inc.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or 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 Managers, except that no single Apartment may be represented on the Board of Managers by more than one person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.02 above.

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

Section 3.05. Removal of Managers. A Manager or Managers may be removed with or without cause by vote of a majority of the Vote at a special meeting of the Co-owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Co-owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of Crooked Creek Condominiums Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas;
- (b) procuring of utilities used in connection with the Crooked Creek Condominiums, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;
- (d) surfacing, paving and maintaining streets, parking areas, garages and sidewalks;

- (e) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;
- (f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) preparing and delivering annually to the Co-owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) 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 Managers. The Board

of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These 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 Co-owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) to procure for the benefit of the Owners fire and extended coverage insurance covering the Buildings and the Property to the full insurable 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;
- (d) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of Crooked Creek Condominiums, Inc.

- (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;
- (g) 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 Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 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 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 Co-owners at the annual meeting.

Section 3.09. Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

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

Special meetings 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 at such time within Marion County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

Section 3.13. Non-Liability of Managers. The Managers shall not be liable to the Co-owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Co-owners shall indemnify and hold harmless each of the Managers against any and all liability to any

person, firm or corporation arising out of contracts made by the Board on behalf of Crooked Creek Condominiums, 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 Managers shall have no personal liability with respect to any contract made by them on behalf of Crooked Creek Condominiums or the Association and that in all matters the Board is acting for and on behalf of the Co-owners and 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 Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest represented by his membership certificate in Crooked Creek Condominiums, Inc. Every contract made by the Board or the Managing Agent on behalf of Crooked Creek Condominiums shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Co-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 Managers. The Co-owners shall indemnify any person, his heirs, assigns and legal representatives, made a part to any action, suit or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorney's 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

proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Co-owners shall also reimburse to any such Manager 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 Co-owners that such Manager was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Manager, no Manager 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 Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of Crooked Creek Condominiums 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 Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a Manager 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 Managers.

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 Managers 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 at the initial meeting of each new Board. Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, any officer may be removed either with or without cause and his successor elected at any regular meeting of 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 Managers 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 among the Co-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 Managers 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 Managers. 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 proceedings of such meetings, shall perform all other duties incident to the office of the 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 Board shall elect from among the Managers a Treasurer who 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 Treasurer. He shall be legal custodian of all monies, notes, securities and other valuables which may from time to time come into 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.

Section 4.07. Assistant Officers. The Board of Managers may, from time to time, designate and elect from among the Co-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 Managers may prescribe.

ARTICLE V

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, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing calendar 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 Co-owners at the meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-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 Vote; provided, however, that in no event shall the annual meeting of the Co-owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget

as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget contain a proposed assessment against each Apartment based on the Percentage Interest of each Apartment as it relates to the total membership of Crooked Creek Condominiums, Inc. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Apartment (herein called the "Regular Assessment"). The Regular Assessment against each Apartment 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 1st. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owners may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Apartment as of February 1st of each Calendar year.

Inasmuch as Regular Assessments will not meet estimated total operating costs for maintenance of Common Areas until contributions are received from the total number of Apartment units in all phases of development, the Declarant will make up any deficit until the total build-out period is reached, estimated to be December 31, 1975.

Therefore, based upon the Declarant's pro forma total budget for maintenance of Common Areas as described in the Declaration and these By-Laws, commencing on the date of taking title and delivery of possession, the Owners of the Apartment units described in the Declaration and the Plans shall pay the monthly assessment set opposite the respective Apartment unit designation in Schedule I annexed to the Declaration.

On and after December 31, 1973; assessments shall be established by the Board of Managers of Crooked Creek Condominiums, Inc. as prescribed in the By-Laws.

Section 5.04. Special Assessments. Each Apartment Owner and each Apartment Owner in any condominium phase hereinafter established within the Property, shall automatically be members in Crooked Creek Condominiums, Inc. (the "Association") and entitled to all of the privileges and subject to all of the obligations of members. Declarant, by this Declaration, and all Apartment unit owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions and obligations contained in the Articles of Incorporation and regulations of Crooked Creek Condominiums, Inc. and of the provisions of this section. Each Apartment Owner shall pay to the Association an annual assessment based on the Percentage Interest of each Apartment as it relates to the Percentage Interest of the Apartment Owner in the third phase of development (Exhibit "A", Schedule J) which assessment will be necessary to provide for maintenance and repair of the Common Areas and Limited Common Areas together with the insurance, reserve fund for replacements,

maintenance and operation of the swimming pool and community activities building and other facilities of the Association. For so long as there are fewer than 152 Apartments built on the Development Area, the balance of said total sum not covered by the assessment against the Apartment Owners shall be assessed against and be payable by Declarant.

In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Each Owner of an Apartment shall pay to the Association a special assessment based on the same Percentage Interest as the annual assessment as defined above of the total sum approved to meet the costs and expenses as provided in the above paragraph herein. For so long as there are fewer than 152 Apartments built on the Property, the balance of any such total sum not covered by the special assessment against Apartment Owners shall be assessed by the Association against and be payable by Declarant.

The amount of the annual assessment or of any special assessment provided for in this section, against each Apartment Owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this section, shall be assessed as a lien at the beginning of each annual assessment

period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of the assessment and, upon, default of payment within such period of time, such assessment shall be a lien against the defaulting Owner and against that part of the Property, if any, owned by the defaulting Declarant, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against an Apartment or against that part of the Property, if any, owned by the Declarant shall be subordinate to any recorded first mortgage covering such Apartment or, as the case may be, covering that part of the Property, if any, owned by the Declarant.

Both annual and special assessments may be collected on a monthly basis.

Section 5.06. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Apartment, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Apartment, including washing and cleaning of exterior window surfaces of the Apartment.

ARTICLE VI

Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Apartment, Common Areas, Limited Areas and the Property shall be applicable to Crooked Creek Condominiums and in addition to those set forth in the Declaration. These are as follows:

(a) All Apartments shall be used exclusively for residential purposes and occupancy for a single family.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans.

(c) Nothing shall be done or kept in any Apartment or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No owner shall permit anything to be done or kept in his Apartment or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof or which would be in violation of any law or ordinance.

(d) No waste shall be committed in the Apartment, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior consent of the Board.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Apartment or in the Common Areas or Limited Areas, except that small pet dogs, cats or customary household pets may be kept in an Apartment, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days written notice from the Board to the respective Owner.

(g) Nothing shall be done or permitted in any Apartment which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Apartment or to be a nuisance, annoyance, inconvenience or damage to other tenants of the Building or neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers or other equipment or machines.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly material.

(i) No industry, trade or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No "for sale", "for rent" or "for lease" signs or other window advertising display shall be maintained or permitted on any part of the Property or any Apartment without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on any unsold or unoccupied Apartments.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Apartment or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and Limited Areas.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motor cycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Property, provided, however, that nothing

herein shall prevent the parking or storage of such vehicles completely enclosed within a garage.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with the express permission from the Board.

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, both Common and Limited, any furniture, package or objects of any kind, without the consent of the Board of Managers.

(o) All trash or refuse shall be stored in appropriate containers inside the Apartment (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers.

Section 6.02. Right of Entry. An Owner or occupant of an Apartment shall grant the right of entry to the Managing Agent or any person authorized by the Board in case of any emergency originating in or threatening his Apartment 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, when so required, to enter his Apartment for the purpose of 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 6.03. 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 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 seventy-five per cent (75%) of the Vote of the Co-owners in a duly constituted meeting called for such purpose.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Apartment or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any 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 in the time provided. Unless notification of any such mortgages and the name and address of Mortgagee are furnished to the Secretary,

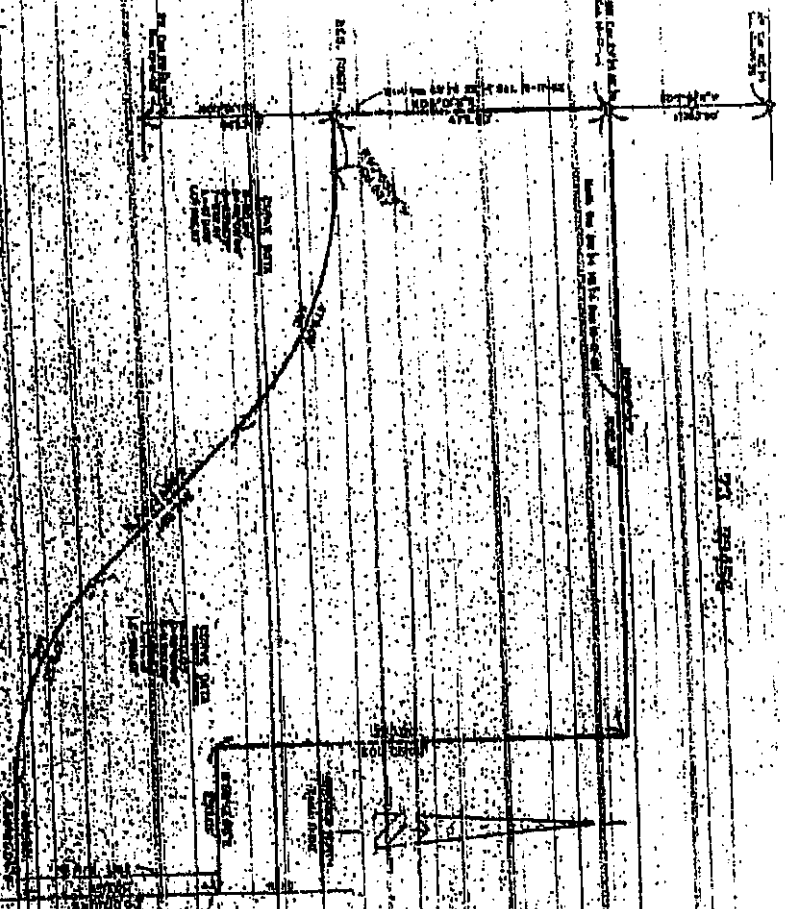
either by Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration or By-Laws or proxy granted to such 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 an Apartment, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Apartment, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Apartment shall not be liable for nor shall the Apartment conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

721 10/15/50

RECEIVED AT THE OFFICE OF THE DISTRICT ATTORNEY
STATE OF CALIFORNIA
SAN FRANCISCO, CALIFORNIA
OCTOBER 15 1950

NOTICE TO THE PUBLIC
I, the undersigned, being a duly qualified and licensed Attorney at Law in the State of California, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.



APPROVED AND
ATTEST:
Notary Public
State of California
My Comm. Expires



0.0000

CERTIFICATE OF SURVEY

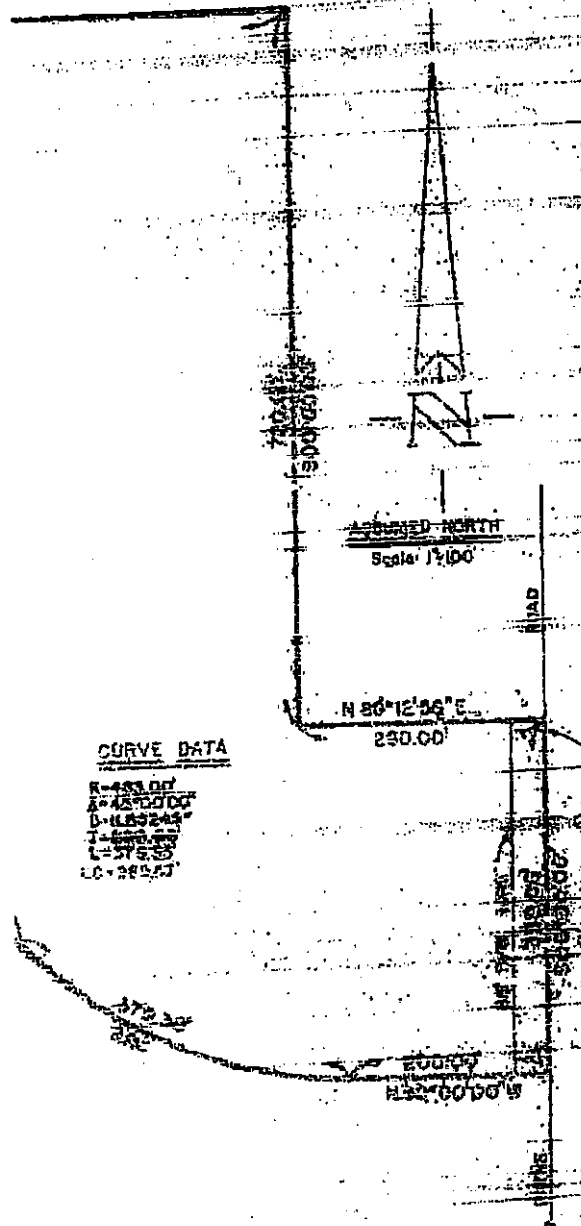
I hereby certify that this is a true and correct plat of the survey made by me on the 10th day of May, 1979, of the following described full estate, to-wit:

A part of the Southwest Quarter of the Northeast Quarter of Section 18, Township 17 North, Range 3 East, in Marion County, Indiana being more particularly described as follows, to-wit:

Beginning at a point on the West line of the Southwest Quarter of the said Northeast Quarter Section 18, 79 feet North 89 degrees 01 minutes 13 seconds East of the Southwest corner of the Southwest Quarter of the said Northeast Quarter Section; thence North 00 degrees 01 minutes 11 seconds East upon and along the said West line 875.00 feet to the Northwest corner of the Southwest Quarter of the said Northeast Quarter Section; thence North 00 degrees 01 minutes 11 seconds East upon and along the North line of the Southwest Quarter of the said Northeast Quarter Section 1037.316 feet to a point; thence South 89 degrees 01 minutes 00 seconds East parallel with the East line of the Southwest Quarter of the said Northeast Quarter Section 250.00 feet to the East line of the Southwest Quarter of the said Northeast Quarter Section; thence South 89 degrees 01 minutes 00 seconds East along the said East line 250.00 feet to the point; thence North 89 degrees 01 minutes 00 seconds West 250.00 feet to the point of curvature of a 11.8223 degree curve to the right; the radius point of said curve being South 89 degrees 01 minutes 00 seconds a distance of 442.00 feet from said point; thence Northwesterly upon and along said curve 279.25 feet to the POINT OF TANGENCY thereof; the radius point of said curve being North 89 degrees 01 minutes 00 seconds East 442.00 feet from said point; thence North 89 degrees 01 minutes 00 seconds West 442.00 feet to the POINT OF TANGENCY of a 2.8449 degree curve to the left; the radius point of said curve being South 89 degrees 01 minutes 00 seconds West 610.00 feet from said point; thence Northwesterly upon and along said curve 578.00 feet to the POINT OF TANGENCY thereof; the radius point of said curve being South 89 degrees 01 minutes 00 seconds a distance of 610.00 feet from said point; thence South 89 degrees 01 minutes 00 seconds West 107.833 feet to the point of beginning, containing 18.25 acres more or less.

Subject, however, to the right-of-way for Farm Road off a part of the East side thereof, subject further to all other legal easements and rights-of-ways.

I further certify that this survey territory shows the location of improvements on the premises, any easements or rights of way of which the undersigned has been advised, and all encroachments, if any, across the established survey lines.



CURVE DATA

R=442.00'
 A=11.8223°
 D=442.00'
 L=279.25'
 T=11.8223°
 LC=279.25'

QUANTITY SURVEYOR

CERTIFICATE OF SURVEY

I hereby certify that this is a true and correct print of the survey made by me on the 18th day of May, 1973, of the following described real estate, to-wit:

A part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 17 North Range 3 East in Marion County, Indiana being more particularly described as follows, to-wit:

Beginning at a point on the West line of the Southwest Quarter of the said Northwest Quarter Section 19, 77 feet North 00 degrees 01 minutes 11 seconds East of the Southwest corner of the Southwest Quarter of the said Northwest Quarter Section; thence North 60 degrees 01 minutes 14 seconds East upon and along the said West line 475.00 feet to the Northwest corner of the Southwest Quarter of the said Northwest Quarter Section; said point being 1285.78 feet South 00 degrees 01 minutes 11 seconds West of the Northwest corner of said Northwest Quarter Section; thence North 59 degrees 12 minutes 35 seconds East upon and along the North line of the Southwest Quarter of said Northwest Quarter Section 700.910 feet to a point; thence South 00 degrees 00 minutes 00 seconds and parallel with the East line of the Southwest Quarter of the said Northwest Quarter Section 720.00 feet to a point; thence North 00 degrees 12 minutes 51 seconds East and parallel with the said North line 750.00 feet to the East line of the Southwest Quarter of the said Northwest Quarter Section; thence South 00 degrees 00 minutes 00 seconds upon and along the said East line 350.00 feet to a point; thence North 00 degrees 00 minutes 00 seconds West 200.00 feet to the POINT OF CURVATURE of a 11.82845 degree curve; thence along said curve being North 00 degrees 00 minutes 00 seconds a distance of 485.00 feet from said point; thence Northwesterly upon and along said curve 379.35 feet to the POINT OF TANGENCY thereof (the radius point of said curve being North 45 degrees 00 minutes 00 seconds East 403.00 feet from said point); thence North 45 degrees 00 minutes 00 seconds West 822.27 feet to the POINT OF CURVATURE of a 9.37270 degree curve; thence along the said curve being South 45 degrees 00 minutes 00 seconds West 810.00 feet from said point; thence Northwesterly upon and along said curve 479.00 feet to the POINT OF TANGENCY thereof; the radius point of said curve being South 00 degrees 00 minutes 00 seconds a distance of 610.00 feet from said point; thence North 00 degrees 00 minutes 00 seconds West 102.059 feet to the POINT OF BEGINNING, containing 19.864 acres, more or less.

Subject, however, to the right-of-way for Payne Road off a part of the East side thereof; subject further to all other legal easements and rights-of-ways.

I further certify that this survey correctly shows the location of improvements on the premises, any easements or rights of way of which the undersigned has been advised, and all encroachments, if any, across the established survey lines.



ASSUMED NORTH
Scale: 1"=100'

189°12'36"E
200.00'

ROAD

35' ACW LINE

35' ACW LINE

Feet 1146 SW 1/4 Sec 19-17-3E

PAVING

200.00'
N 60° 00' 00" W

DULY ENTERED
FOR RECORDED
MAY 22 1973
1973
COUNTY CLERK
MARION COUNTY

30 COR 12 1/2
RE N. ACC. 12-17-22

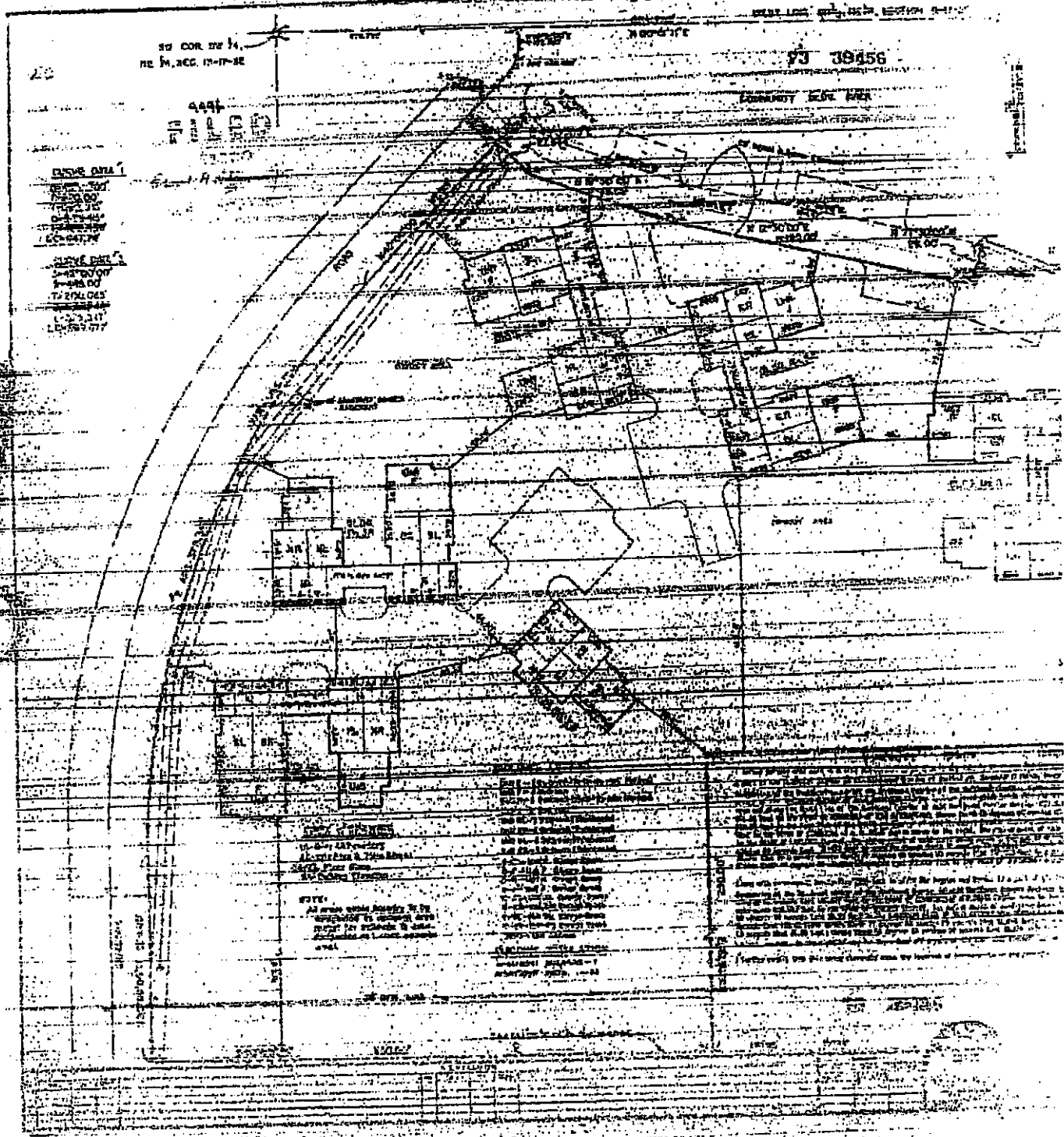
73 38456

444
FIG 1

PLANS DATA

DATE: 12-17-22
BY: [illegible]
CHECKED BY: [illegible]
APPROVED BY: [illegible]

PLANS DATA
DATE: 12-17-22
BY: [illegible]
CHECKED BY: [illegible]
APPROVED BY: [illegible]



GENERAL NOTES
 1. All work shall conform to the specifications of the Department of Public Works, City of New York.
 2. The contractor shall be responsible for obtaining all necessary permits and licenses.
 3. The contractor shall maintain access to all existing utilities and structures.
 4. The contractor shall be responsible for the safety of all workers and the public.
 5. The contractor shall be responsible for the protection of all existing structures and utilities.

LEGEND
 1. Solid line: Wall
 2. Dashed line: Partition
 3. Dotted line: Window
 4. Dash-dot line: Door
 5. Long-dash line: Staircase
 6. Short-dash line: Elevation
 7. Center line: Centerline
 8. Dimension line: Dimension
 9. Section line: Section
 10. Reference line: Reference

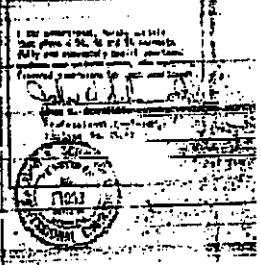
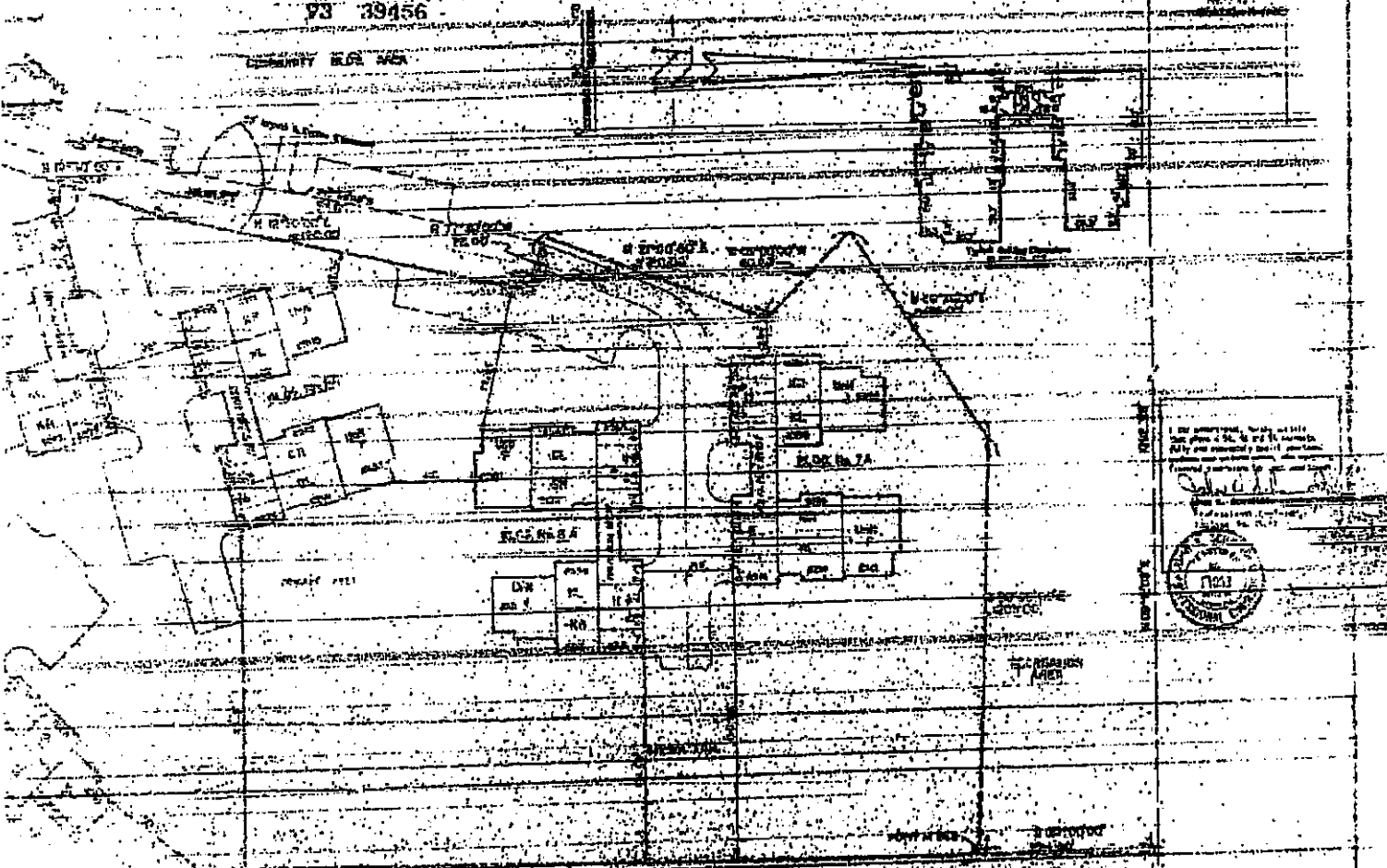
EXPLANATION
 This plan shows the layout of the building and the location of all rooms and corridors. The contractor shall be responsible for the construction of all walls, partitions, windows, and doors. The contractor shall also be responsible for the installation of all stairs and elevators. The contractor shall be responsible for the protection of all existing structures and utilities. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the completion of all work in accordance with the specifications of the Department of Public Works, City of New York.

73 39456

NAVY COM. SWA

SECRET 100-112

SECURITY BLUE AREA



SECRET 100-112

NAVY COM. SWA

SECRET 100-112

SECURITY BLUE AREA

SECURITY RED AREA

SECURITY GREEN AREA

SECURITY YELLOW AREA

SECURITY PURPLE AREA

SECURITY BROWN AREA

SECURITY PINK AREA

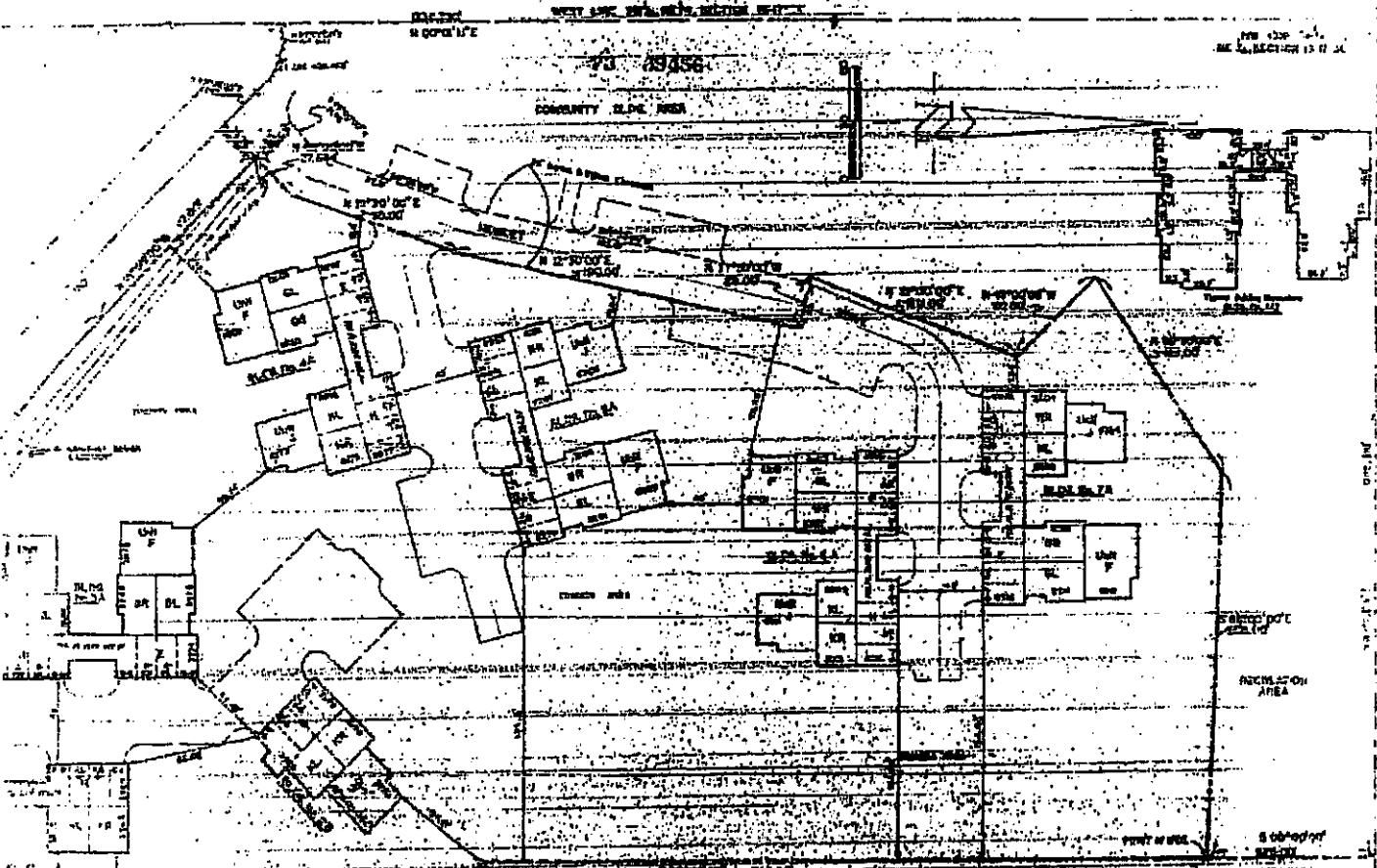
SECURITY GRAY AREA

SECURITY WHITE AREA

SECRET 100-112

NAVY COM. SWA

SECRET 100-112

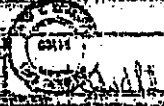


SEWER & DRAINAGE
 1. All buildings to be served by
 2. All buildings to be served by
 3. All buildings to be served by

- 1. 1/2" x 1/2" x 1/2" x 1/2"
 - 2. 1/2" x 1/2" x 1/2" x 1/2"
 - 3. 1/2" x 1/2" x 1/2" x 1/2"
 - 4. 1/2" x 1/2" x 1/2" x 1/2"
 - 5. 1/2" x 1/2" x 1/2" x 1/2"
 - 6. 1/2" x 1/2" x 1/2" x 1/2"
 - 7. 1/2" x 1/2" x 1/2" x 1/2"
 - 8. 1/2" x 1/2" x 1/2" x 1/2"
 - 9. 1/2" x 1/2" x 1/2" x 1/2"
 - 10. 1/2" x 1/2" x 1/2" x 1/2"
- RECREATION AREA**
 1. 1/2" x 1/2" x 1/2" x 1/2"

1. The purpose of this plan is to show the location and extent of the proposed development...
 2. The plan shows the location of the proposed development...
 3. The plan shows the location of the proposed development...

1950

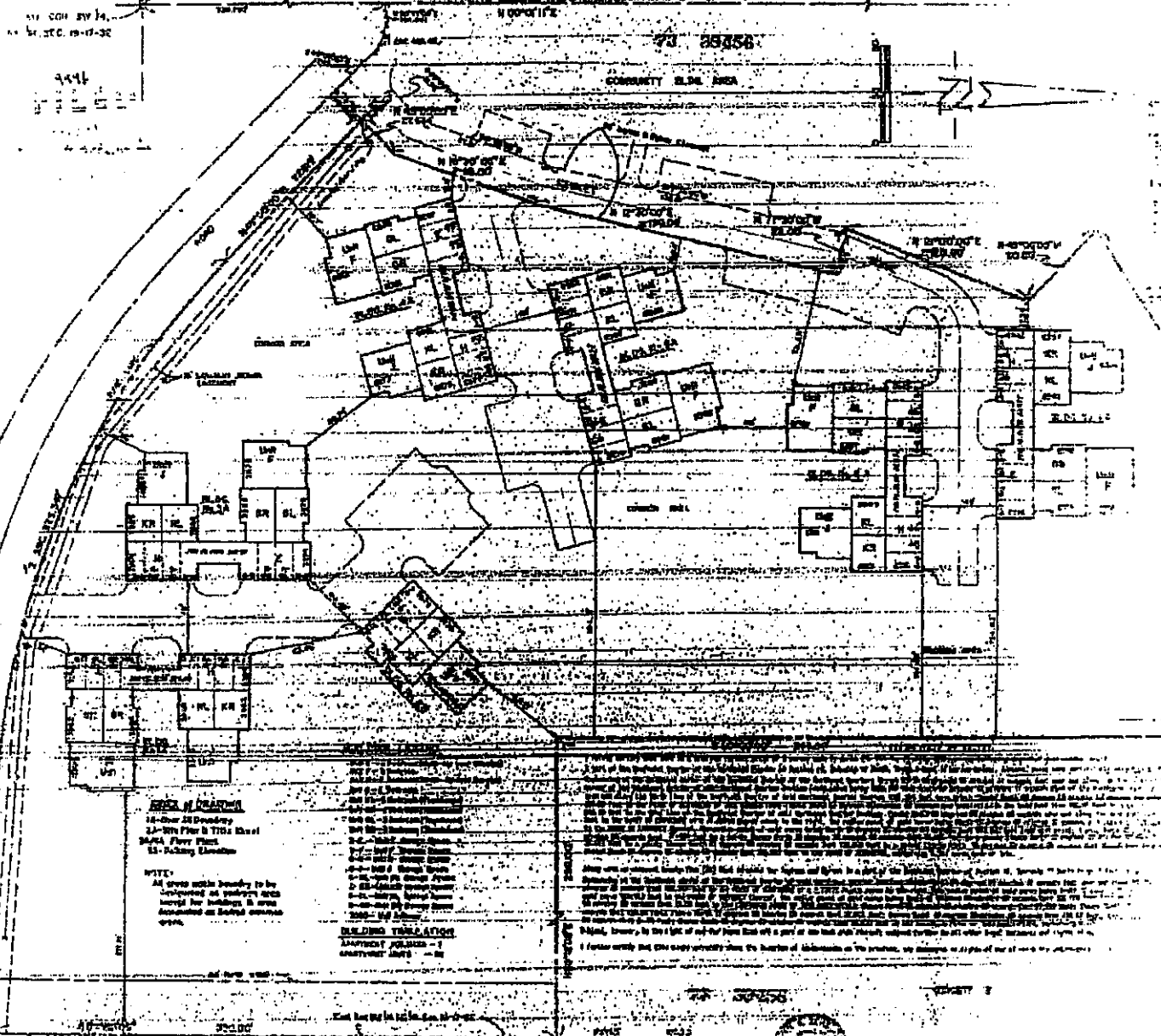


APPROVED	DATE

1941
DATE
BY
NO. OF SHEETS

73 33555
CONTRACT NO. 222

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1-21-41
1-22-41
1-23-41
1-24-41
1-25-41
1-26-41
1-27-41
1-28-41
1-29-41
1-30-41



SCOPE OF CONTRACT
12-Door 24 Broadway
22-24th Floor & Tilted Shell
25th Floor Shell
26-28th Floor Shell

NOTE
All work within boundary to be completed as indicated and areas reserved as indicated on plan to be completed as indicated on plan.

LEGEND
1-12-Door 24 Broadway
13-14-24th Floor & Tilted Shell
15-16-25th Floor Shell
17-18-26th Floor Shell
19-20-27th Floor Shell
21-22-28th Floor Shell
23-24-29th Floor Shell
25-26-30th Floor Shell
27-28-31st Floor Shell
29-30-32nd Floor Shell
31-32-33rd Floor Shell
33-34-34th Floor Shell
35-36-35th Floor Shell
37-38-36th Floor Shell
39-40-37th Floor Shell
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999-1000-517th Floor Shell

BUILDING INFORMATION
LAWYER'S OFFICE - 2
CONTRACTOR'S OFFICE - 12

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES... THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES... THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES...



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SW COR. SW 34,
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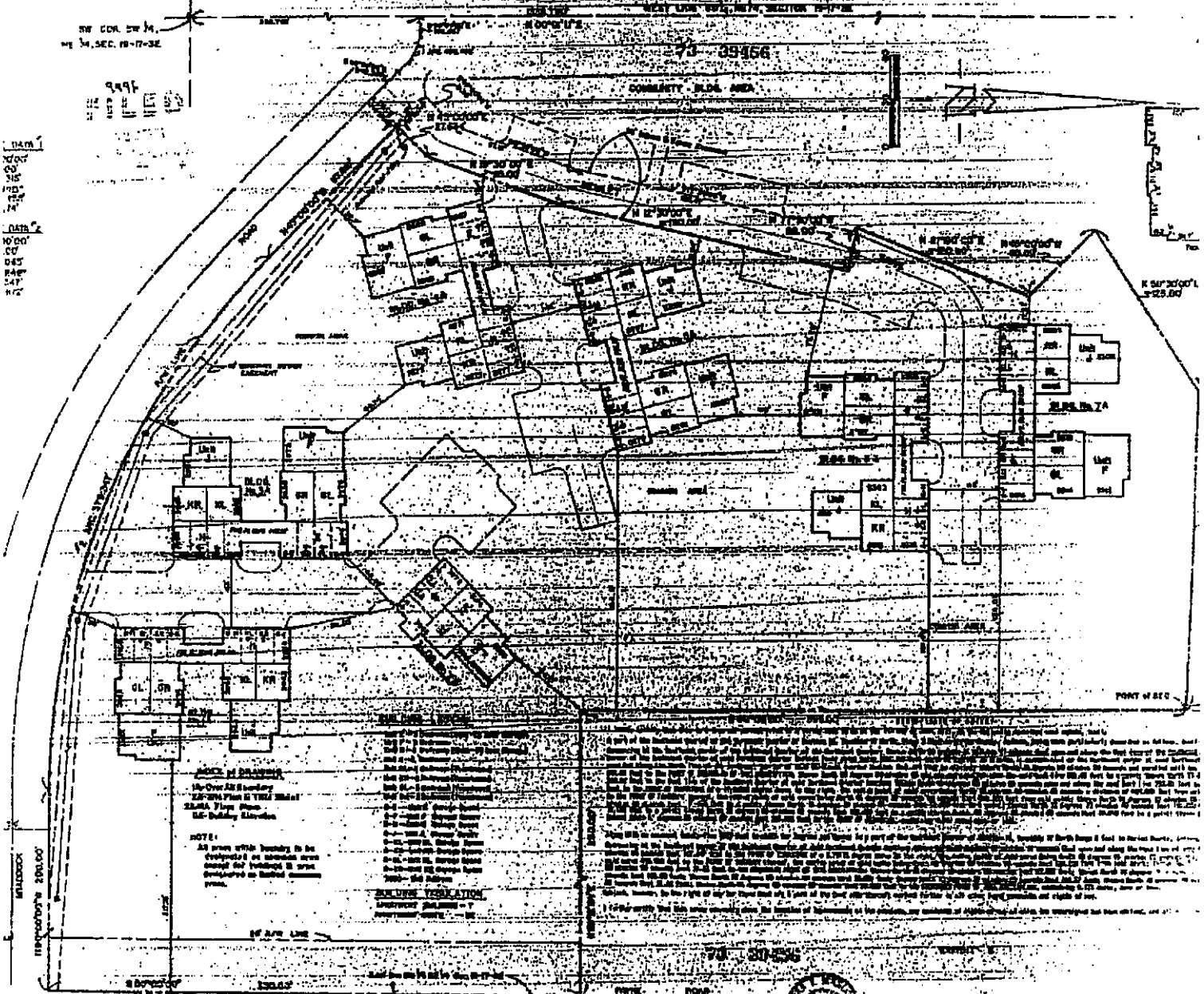
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172

35466

COMBATTI, BLDG. AREA

N 50° 30' 00" E
S 25.00'

POINT OF SEC.



NOTE:
All areas within boundary to be
developed as shown on plan
except for building to area
designated as building reserve
area.

EXCLUSIVE VESTIGATION
Investment paid - \$100.00
Investment received - \$100.00

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at the City of Chicago, Illinois, this 11th day of January, 1932.

CHIEF OF DIVISION

1. For the purpose of this plan, the location of boundaries of the lots, any easements or other interests therein, and the location of the corners of the lots, shall be as shown on this plan.

2. The location of the corners of the lots shall be as shown on this plan, and the location of the boundaries of the lots shall be as shown on this plan.

3. The location of the boundaries of the lots shall be as shown on this plan, and the location of the corners of the lots shall be as shown on this plan.

4. The location of the corners of the lots shall be as shown on this plan, and the location of the boundaries of the lots shall be as shown on this plan.

5. The location of the boundaries of the lots shall be as shown on this plan, and the location of the corners of the lots shall be as shown on this plan.

6. The location of the corners of the lots shall be as shown on this plan, and the location of the boundaries of the lots shall be as shown on this plan.

7. The location of the boundaries of the lots shall be as shown on this plan, and the location of the corners of the lots shall be as shown on this plan.

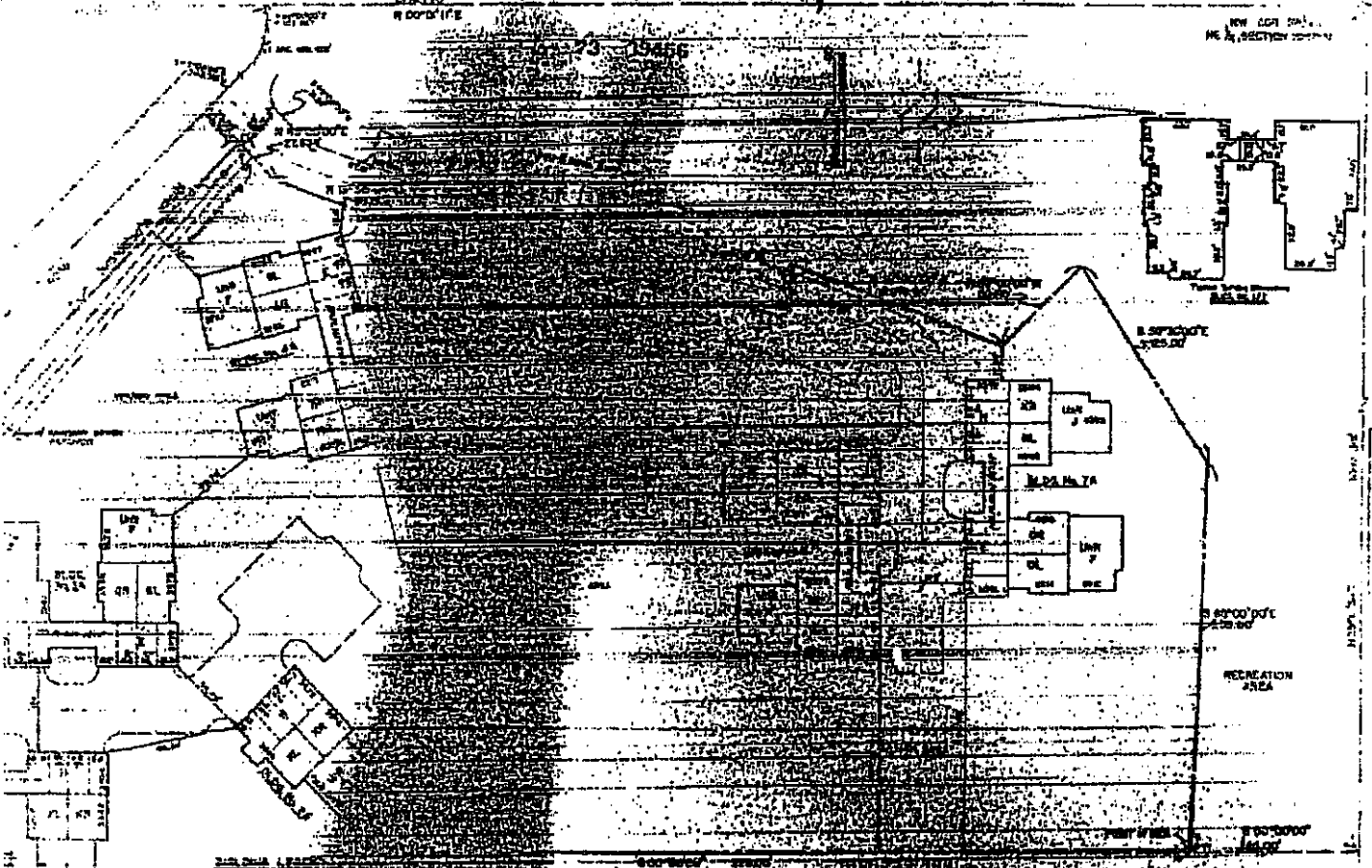
8. The location of the corners of the lots shall be as shown on this plan, and the location of the boundaries of the lots shall be as shown on this plan.

9. The location of the boundaries of the lots shall be as shown on this plan, and the location of the corners of the lots shall be as shown on this plan.

10. The location of the corners of the lots shall be as shown on this plan, and the location of the boundaries of the lots shall be as shown on this plan.



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DATE OF ORIGINAL
 DATE OF REVISION
 DRAWN BY
 CHECKED BY

THIS DRAWING IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

THE ARCHITECT MAKES NO WARRANTY AS TO THE ACCURACY OF THE INFORMATION PROVIDED TO HIM BY THE CLIENT OR ANY OTHER SOURCE, AND HE ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS DRAWING, AND HE DOES NOT WARRANT THE FITNESS OF THE BUILDING FOR ANY PARTICULAR PURPOSE OR THE ADEQUACY OF THE FOUNDATION OR THE SOIL CONDITIONS.

THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OF THE MECHANICAL, ELECTRICAL, OR PLUMBING SYSTEMS, NOR FOR THE DESIGN OF THE INTERIOR FINISHES, UNLESS SPECIFICALLY NOTED ON THIS DRAWING.

THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS DRAWING, AND HE DOES NOT WARRANT THE FITNESS OF THE BUILDING FOR ANY PARTICULAR PURPOSE OR THE ADEQUACY OF THE FOUNDATION OR THE SOIL CONDITIONS.

78 10458

NO.	DATE	DESCRIPTION

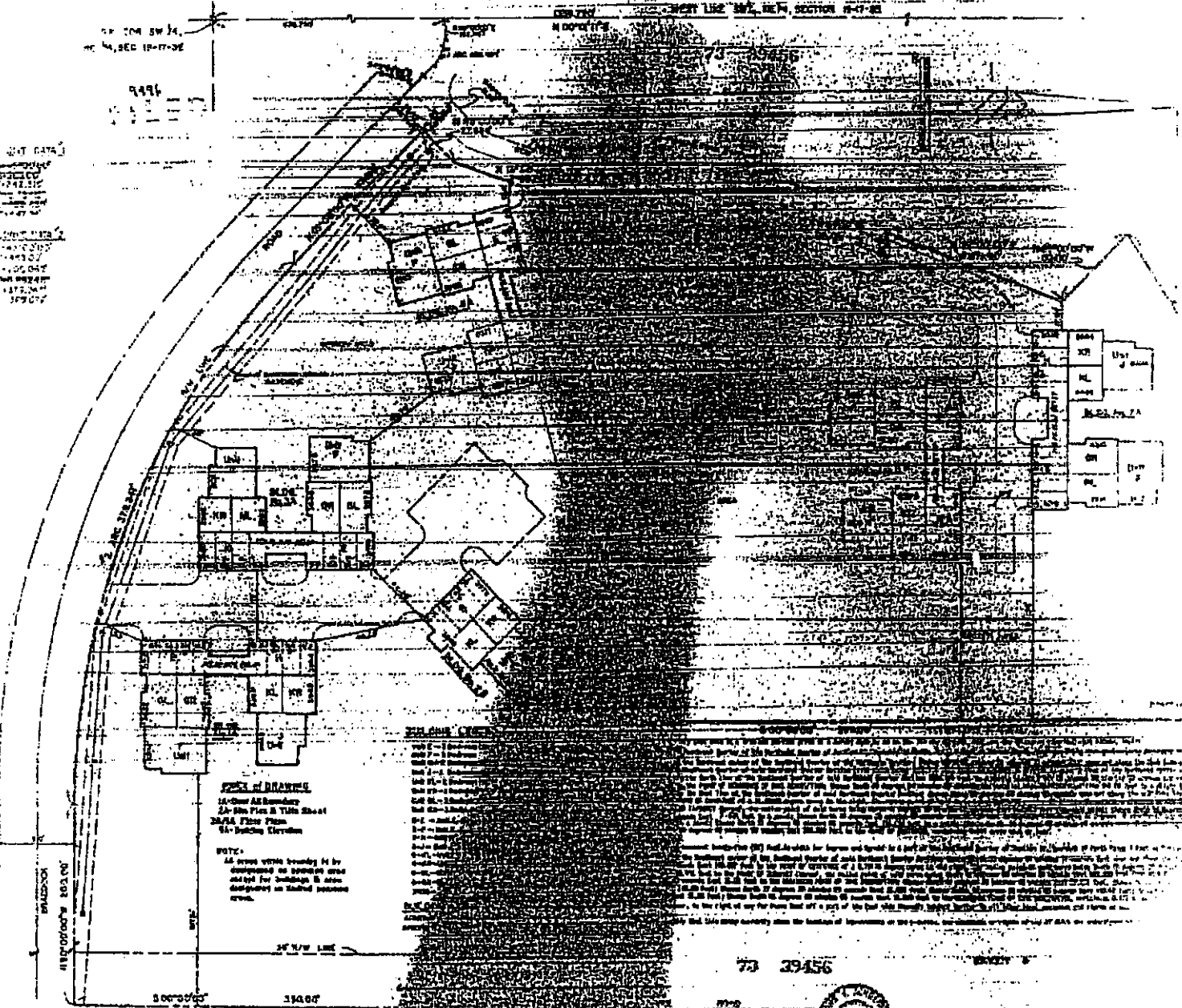


Columbia Properties
 1000 ...
 ...

1/4 SEC 34 SW 34
1/4 SEC 10-17-32

5496

PLAN DATA
DATE
BY
SCALE
SHEET NO.



PLAN OF BRANCHES
 1A-Over All Boundary
 2A-1/4th Part N 1/4th Street
 3A-1/4th Part
 4A-1/4th Part

NOTE:
 All areas within boundary N4 by
 description of previous area
 subject for building & use
 designated on related previous
 area.

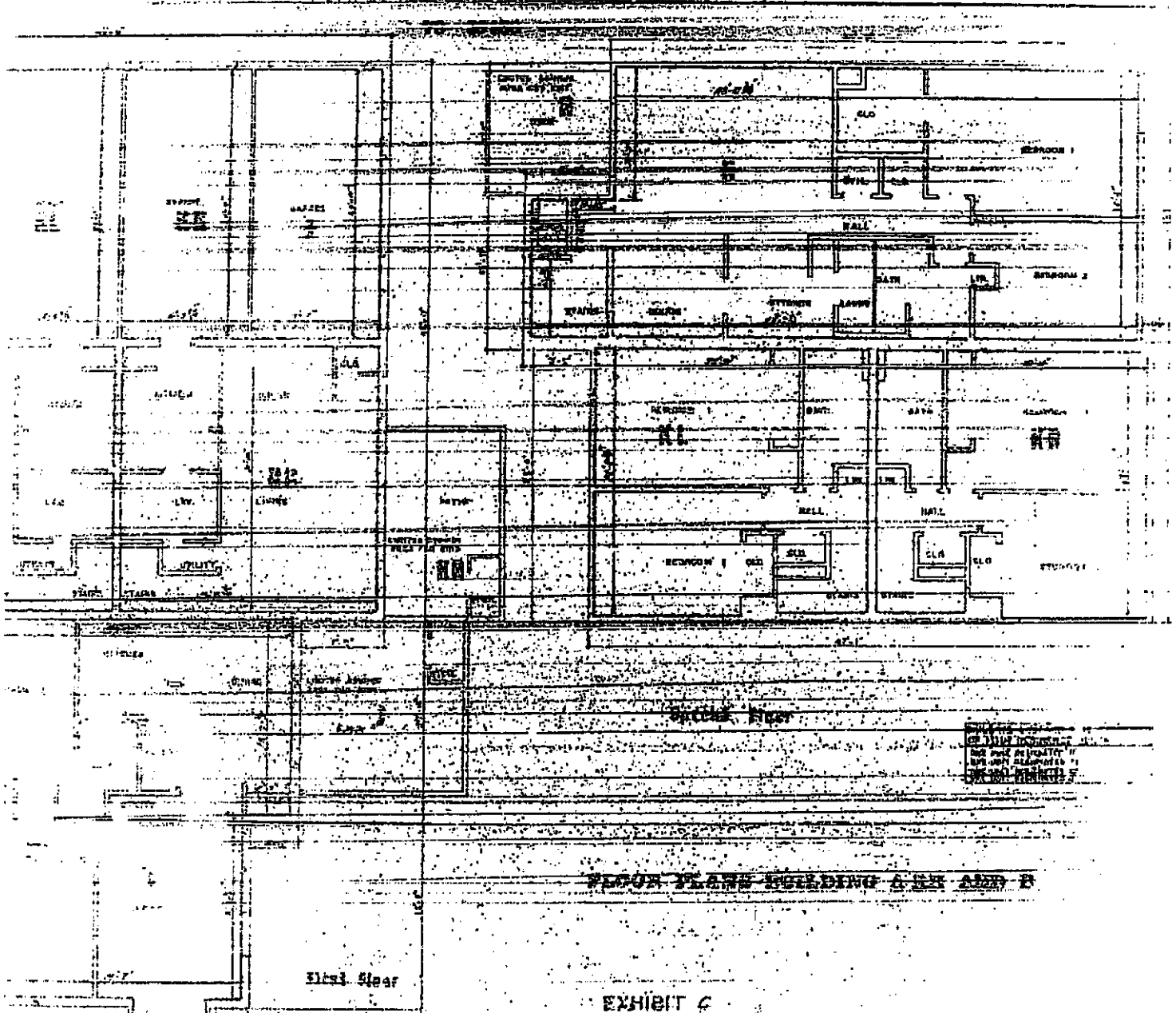
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SECTION NOTES
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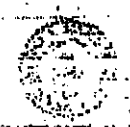


FLOOR PLANS BUILDING A AND ANNEX B

First Floor

EXHIBIT C

73 35-506



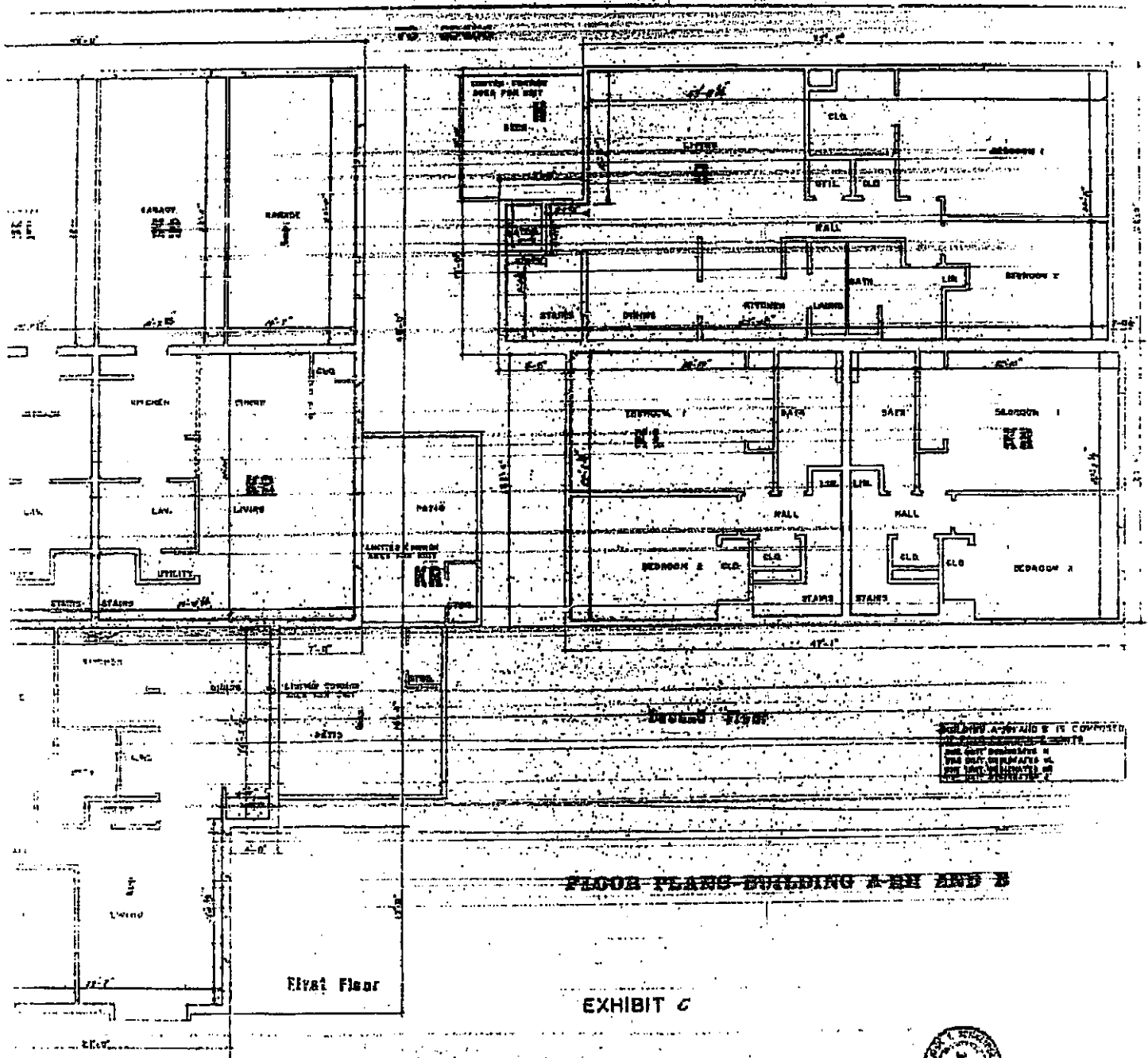
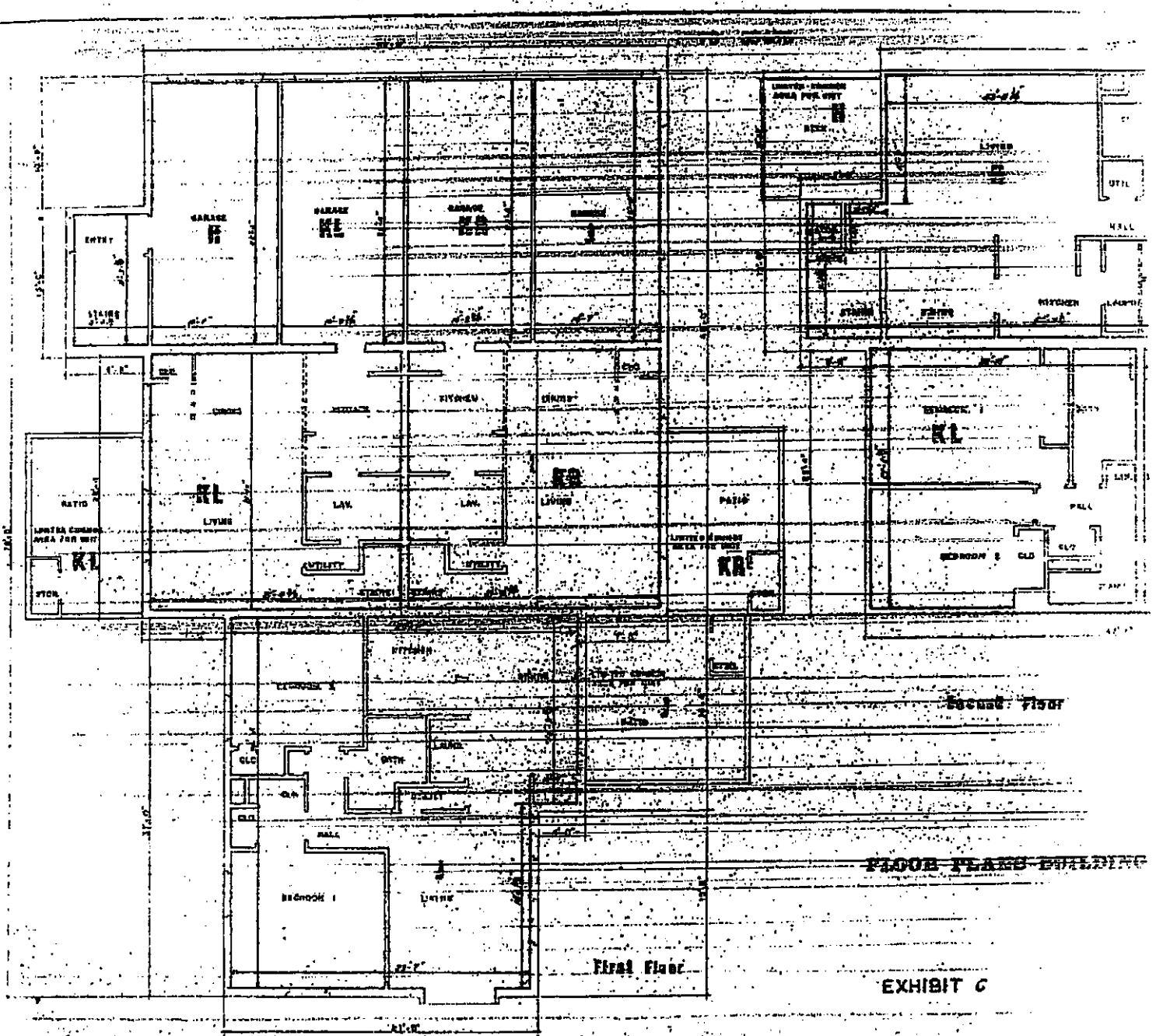


EXHIBIT C



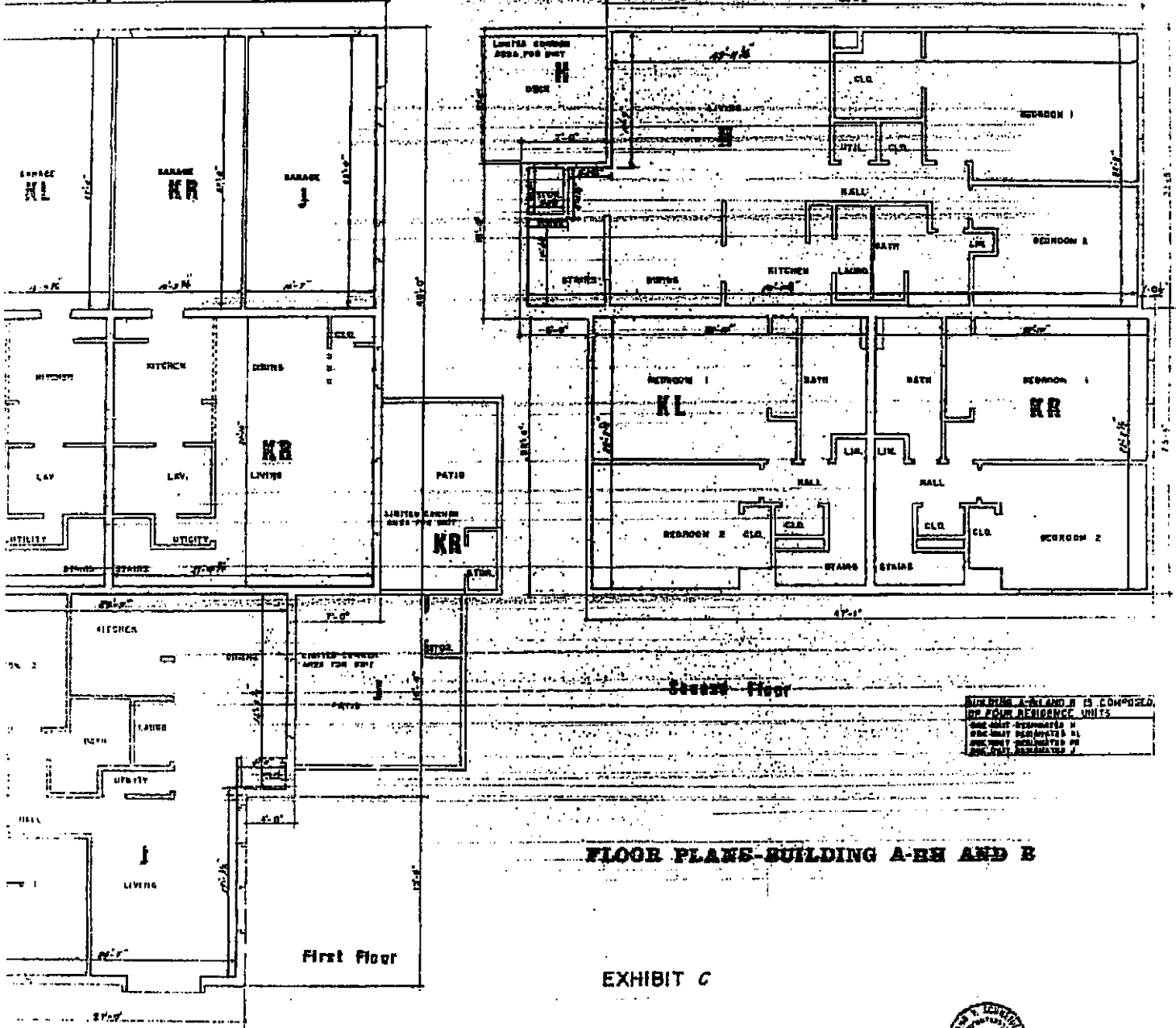
Drawing by: [illegible]



FLOOR PLANS BUILDING

EXHIBIT C

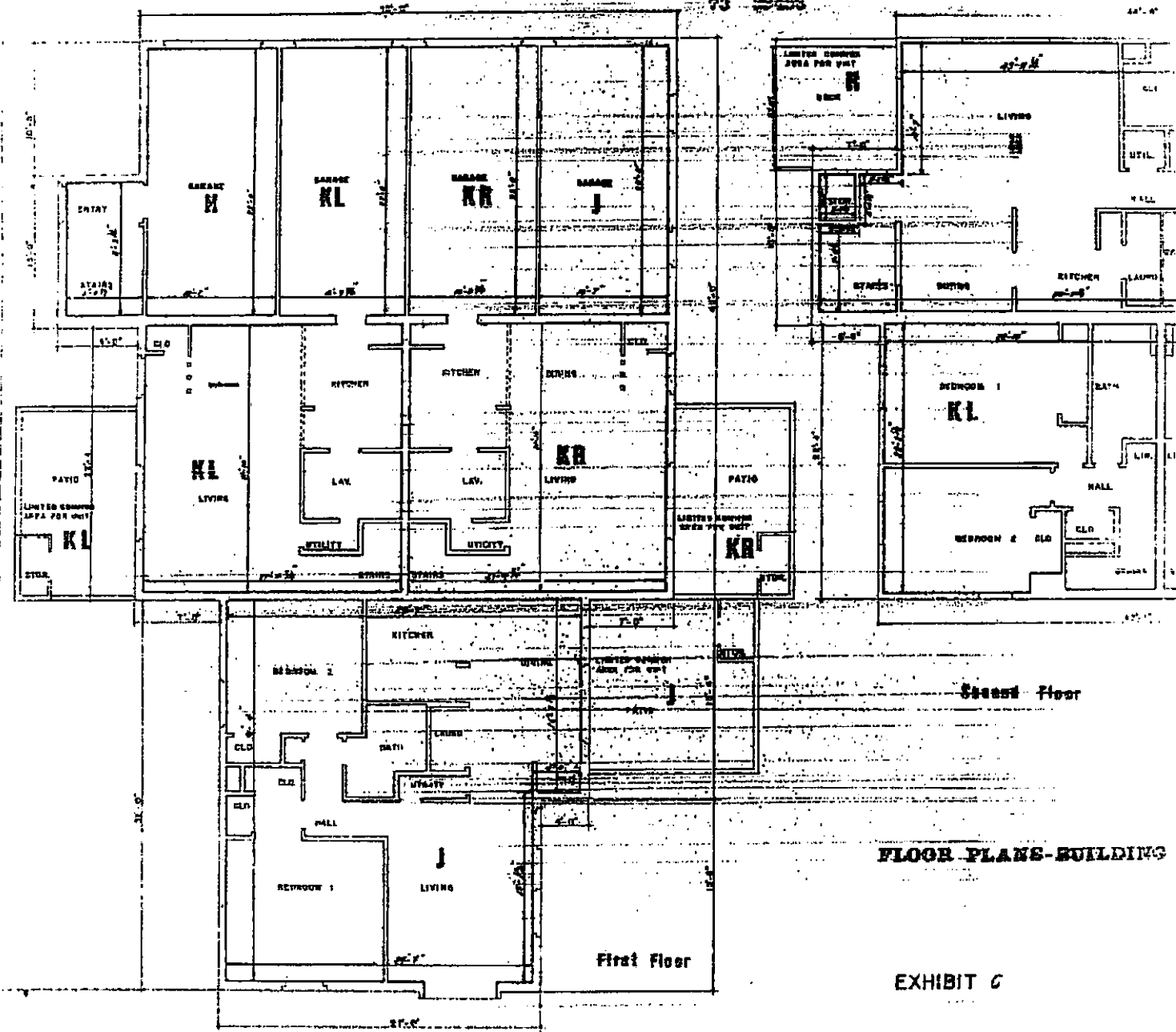
73 32455



FLOOR PLANS-BUILDING A-BH AND B

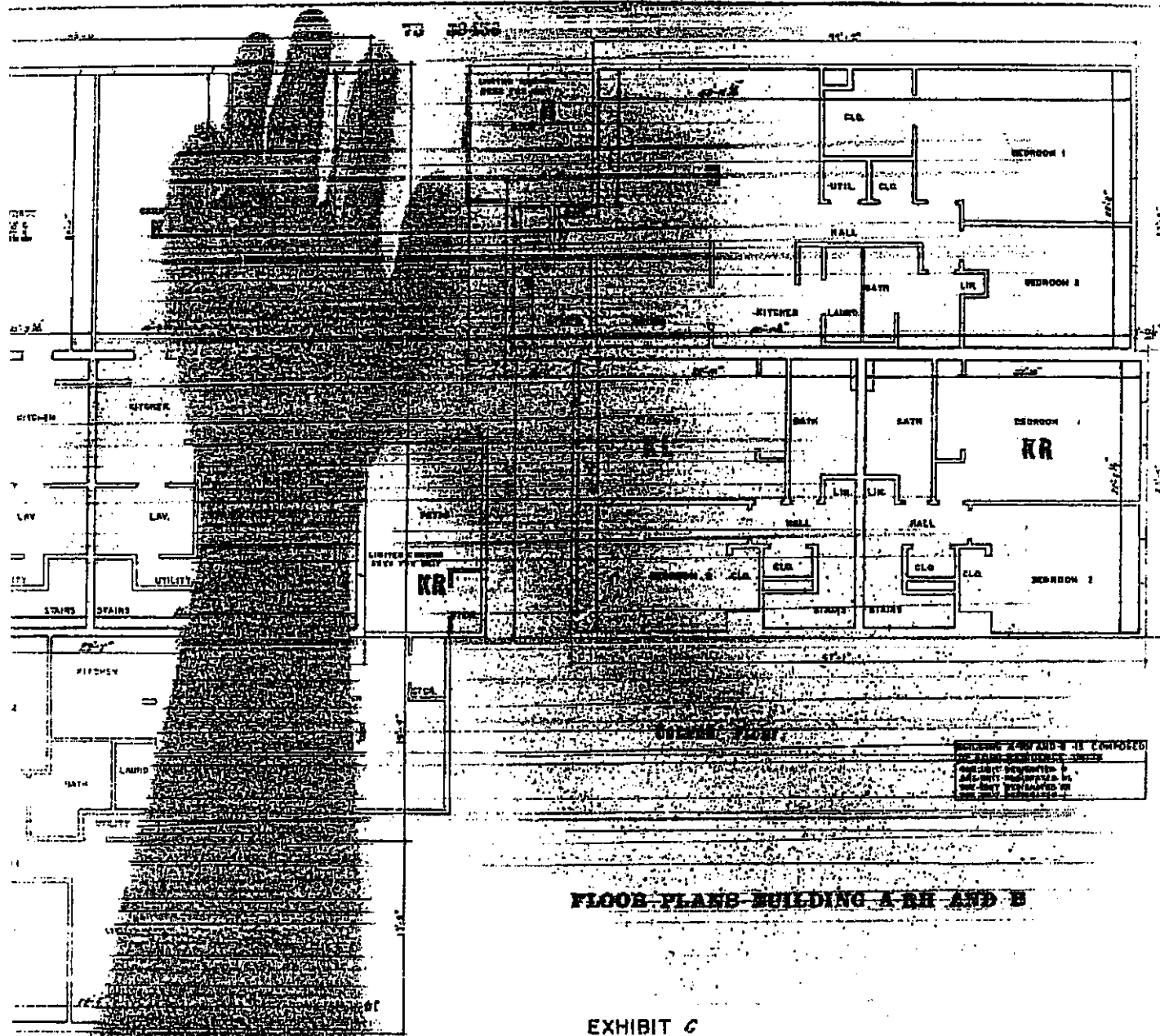
EXHIBIT C





FLOOR PLANS-BUILDING

EXHIBIT C



FLOOR PLANS BUILDING A, B, AND E

EXHIBIT C

73 39456

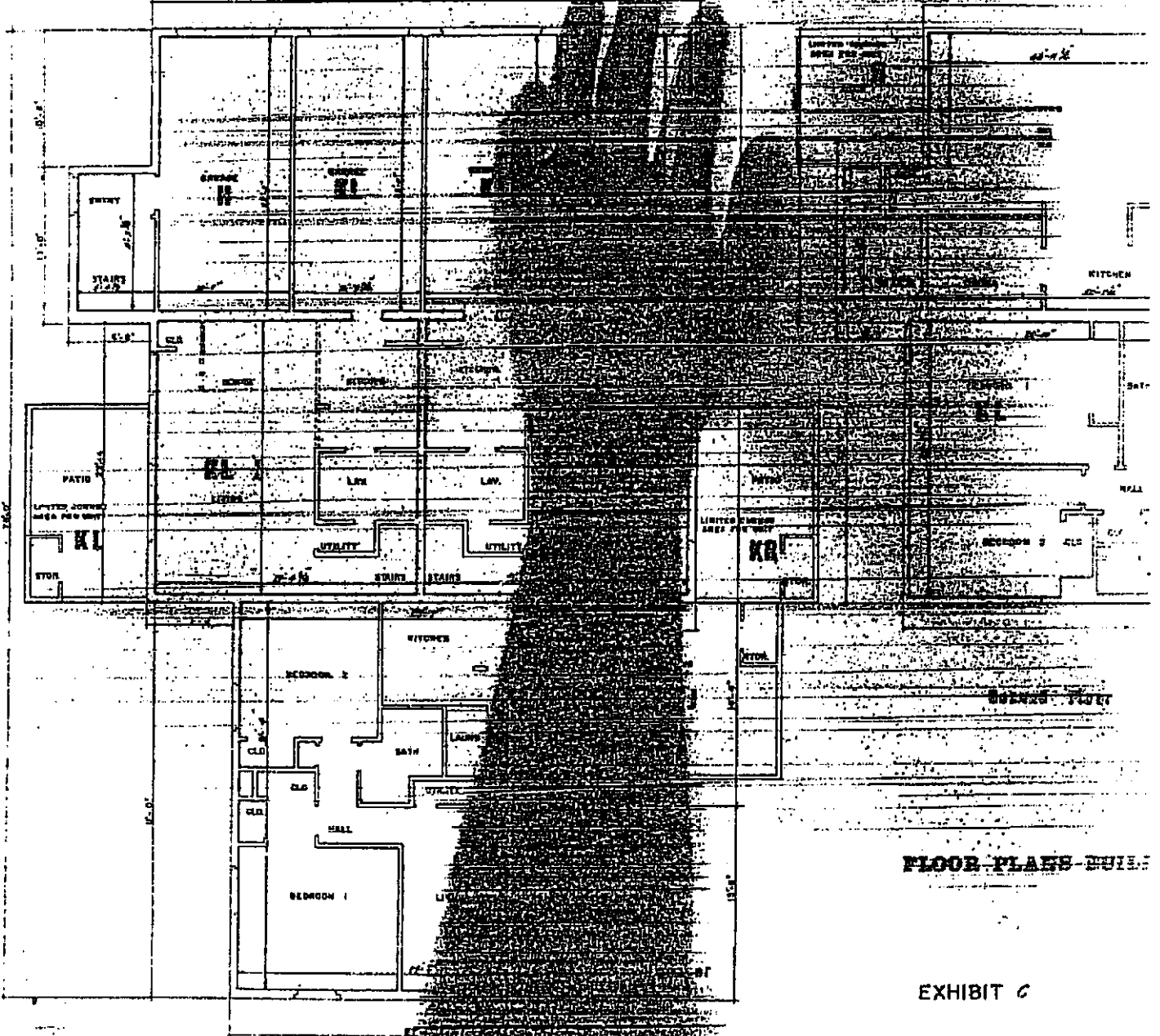


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Crested Creek Horizontal Property Replaine

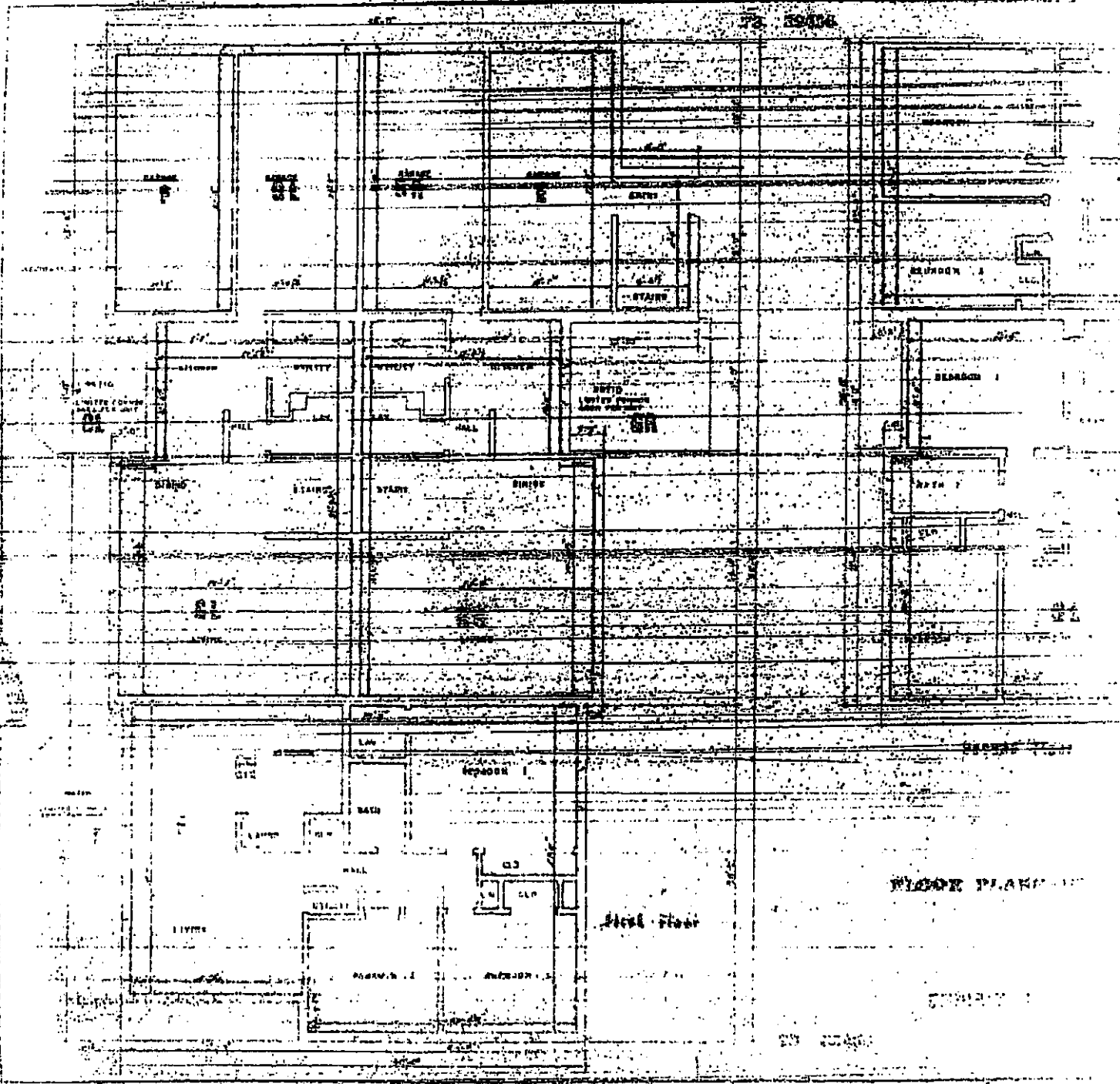
Views are shown through a photograph of 1/4

Camp Creek Club



FLOOR-PLAN-BUILDING

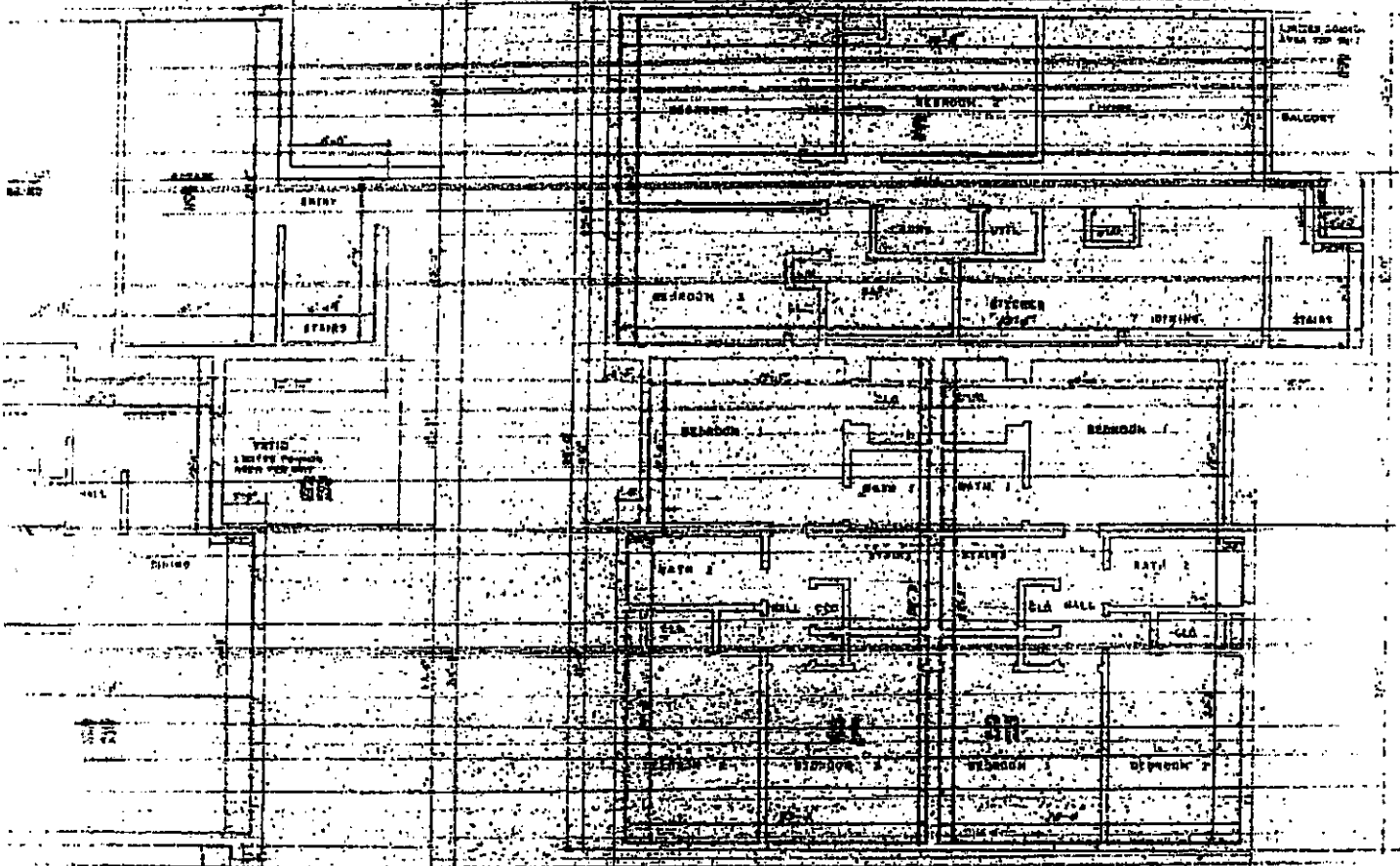
EXHIBIT C



FLOOR PLAN

First floor

73 3346



SECRET 1234

THIS PLAN IS COMPUTER
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 THE UNIT DRAWINGS
 AND UNIT IDENTIFICATION
 INFORMATION
 DATE: 12/15/88

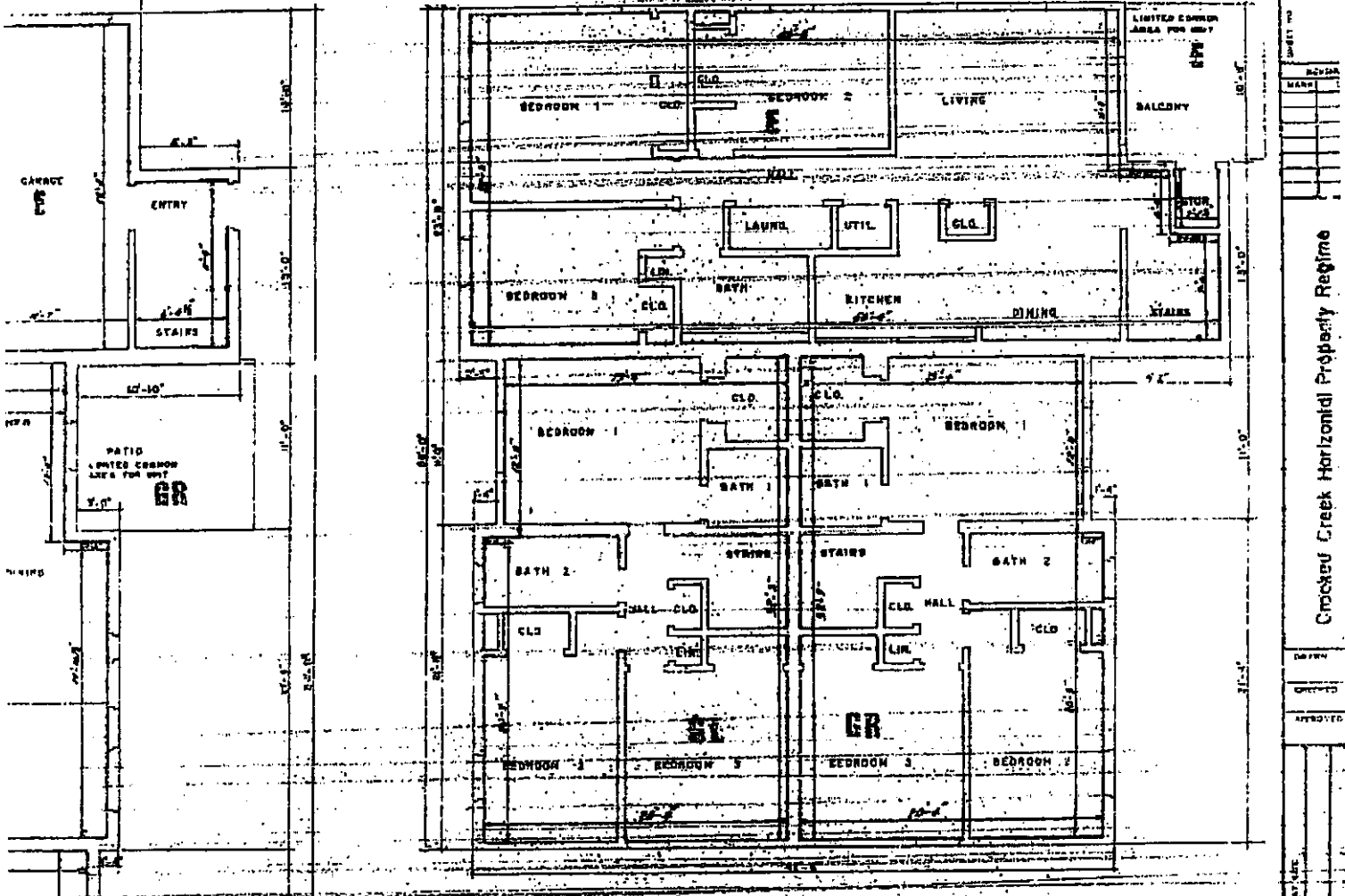
TECHNICAL PLAN - BUILDING A-1E AND C

First Floor

EXHIBIT 6



73 39456



Second Floor

UNITING A-LH AND C IS COMPOSED OF FOUR RESIDENCE UNITS
 ONE UNIT DESIGNATED F
 ONE UNIT DESIGNATED G
 ONE UNIT DESIGNATED H
 ONE UNIT DESIGNATED I

FLOOR PLANS - BUILDING A-LH AND C

First Floor

EXHIBIT C

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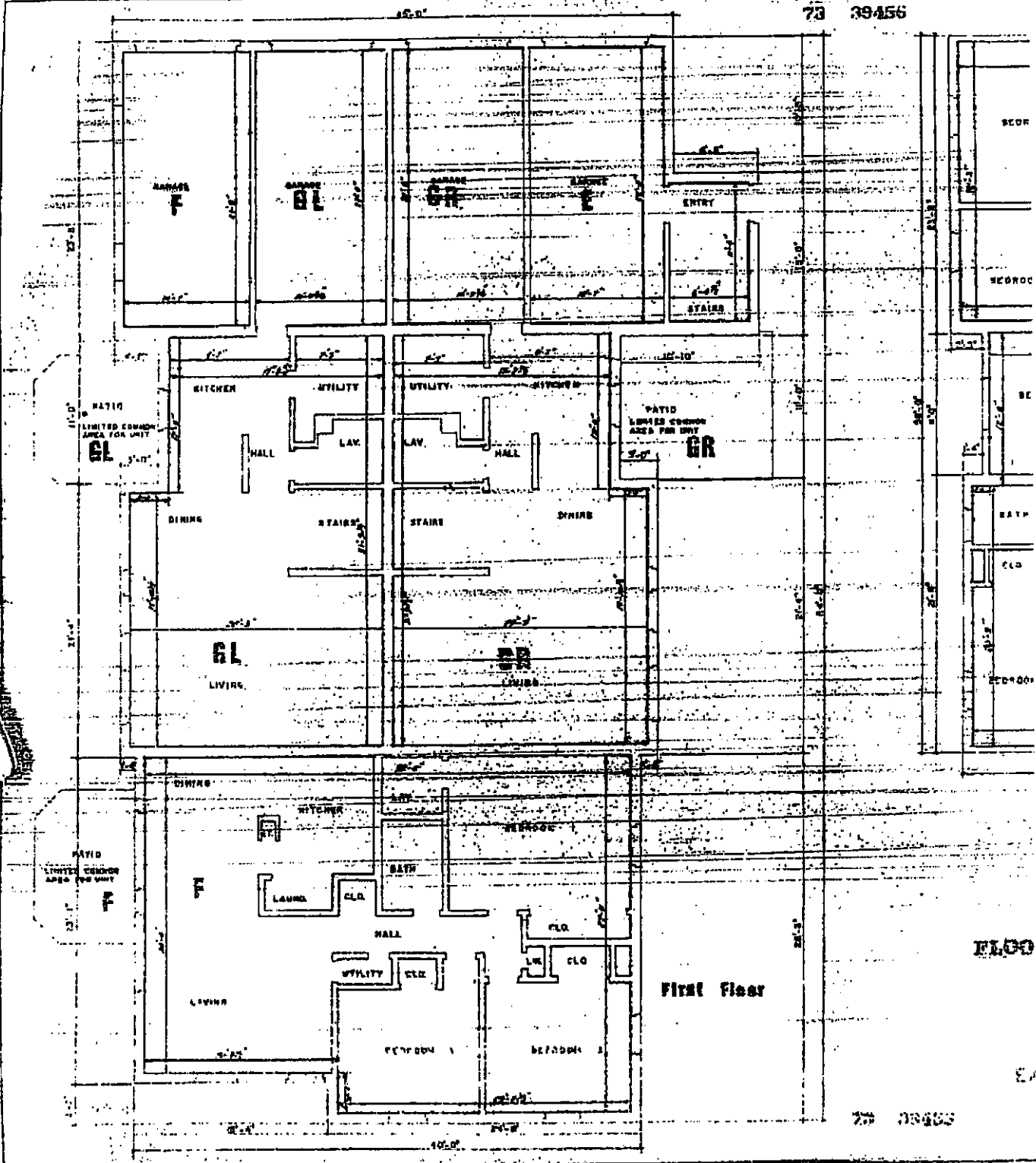


John A.

Crockett Creek Horizontal Property Regime

SHOW ALL DIMENSIONS & CONFORMITY WITH

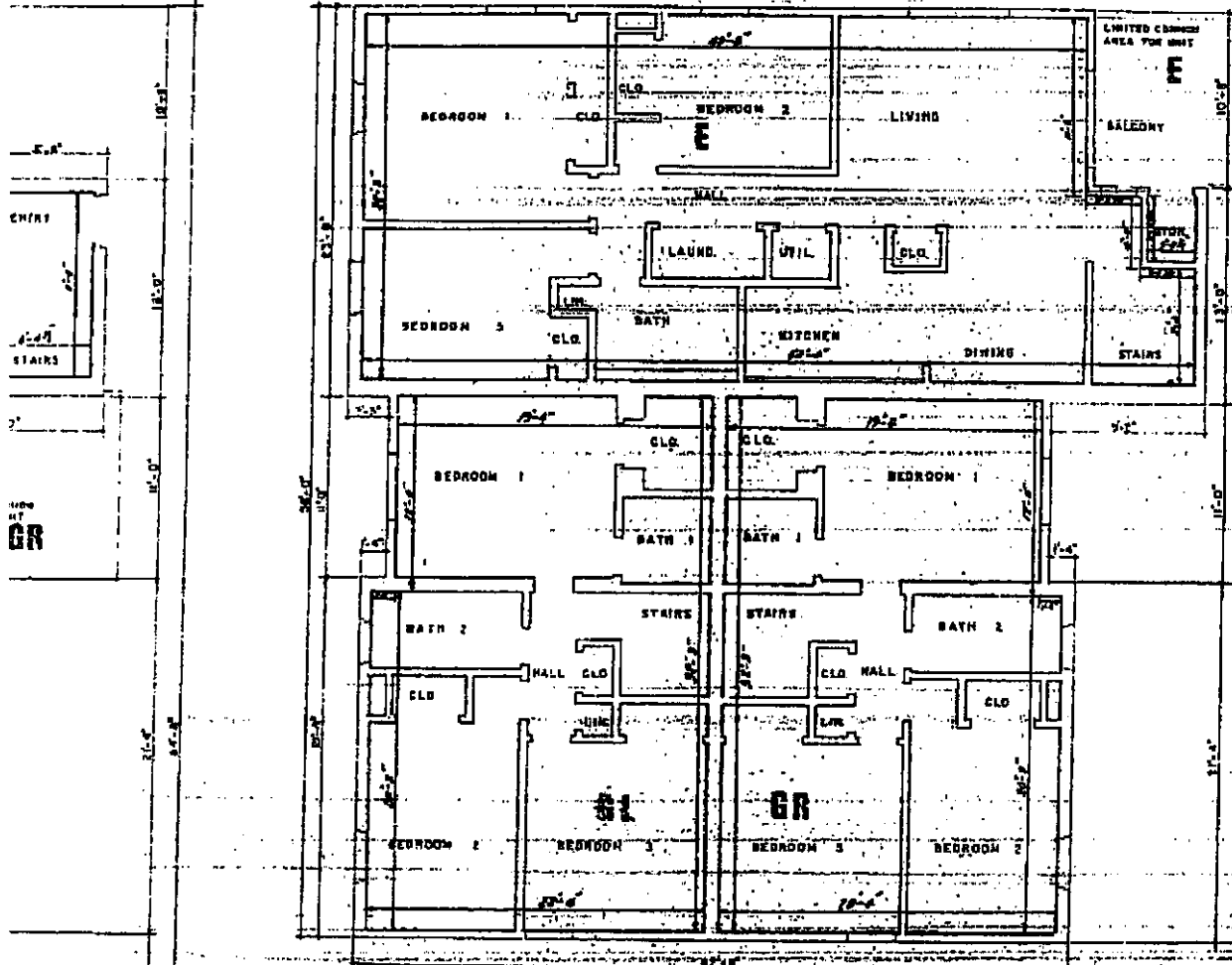
BY ARCHITECT



First floor

FLOOR

73 39456



Second Floor

BUILDING A, W AND C IS COMPOSED
 OF FOUR RESIDENCE UNITS
 ONE UNIT DESIGNATED F
 ONE UNIT DESIGNATED G
 ONE UNIT DESIGNATED GR
 ONE UNIT DESIGNATED E

FLOOR PLANS - BUILDING A-LH AND C

1 Floor

EXHIBIT C

73 39456



John D. [Signature]

Vertical administrative form on the right side of the page, containing various fields and checkboxes.

73 39456

Crooked Creek Horizontal Property Regime

REVISIONS

NO.	DATE	DESCRIPTION

DATE PREPARED: 11-15-83

DRAWN BY: [Blank]

CHECKED BY: [Blank]

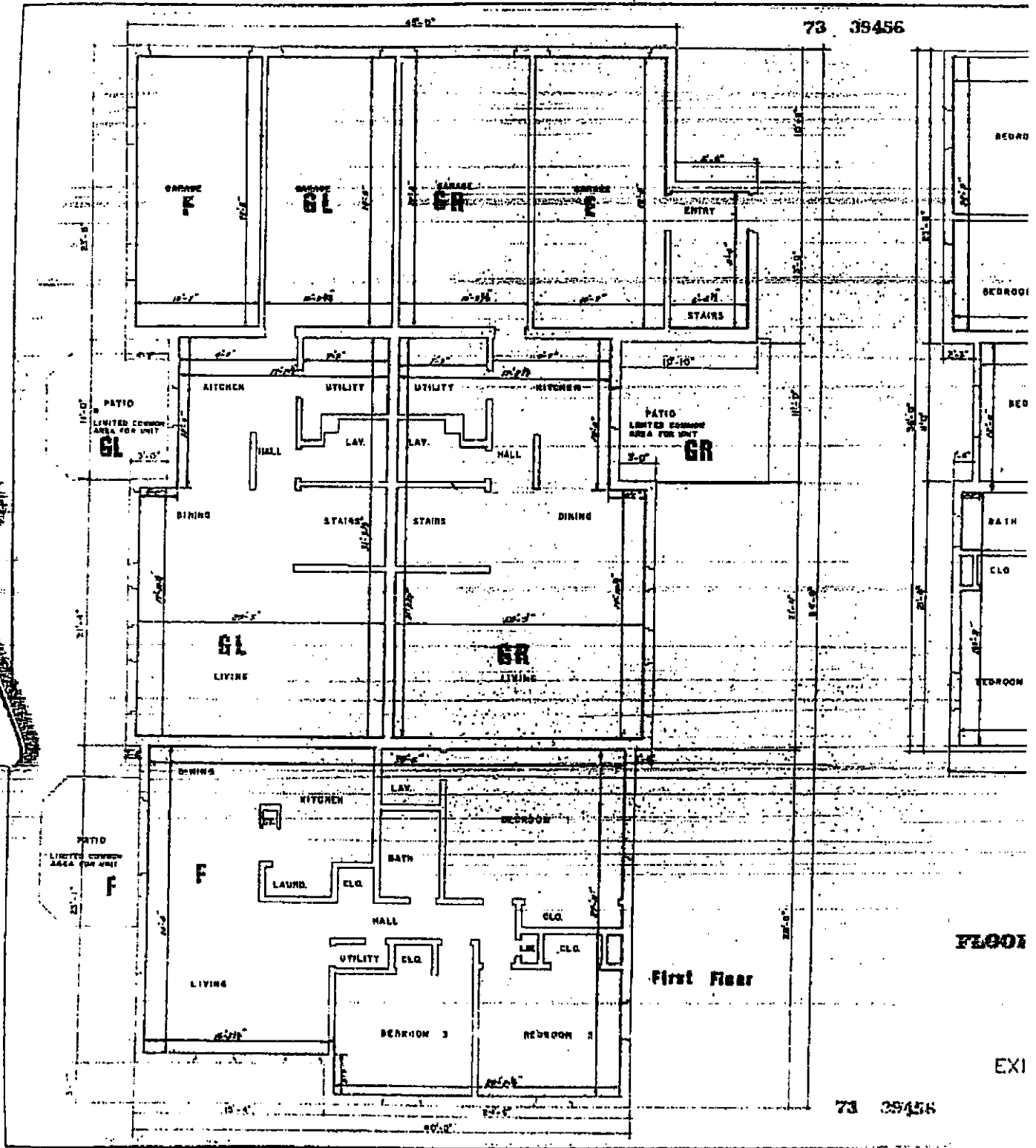
APPROVED BY: [Blank]

SCALE: AS SHOWN

DATE PLOTTED: 11-15-83

PLOT NO: [Blank]

73 39456



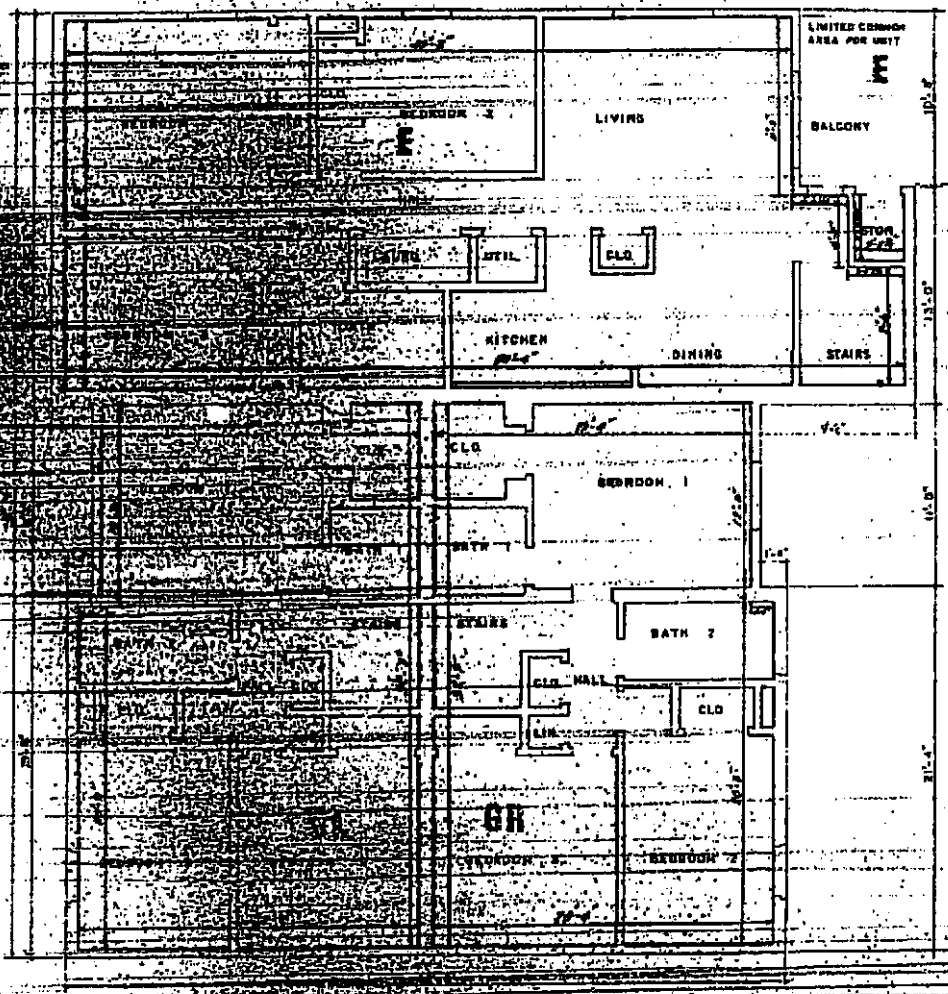
FLOOR

First Floor

EXI

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SHEET TITLE		
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SCALE		
DRAWING NO.		
REVISIONS		
DATE		
BY		
CHECKED		
APPROVED		

Crooked Creek Horizontal Property Regime

SECTION A-LH AND C IS COMPOSED OF FOUR SEPARATE UNITS
 UNIT 1
 UNIT 2
 UNIT 3
 UNIT 4

FLOOR PLANS BUILDING A-LH AND C

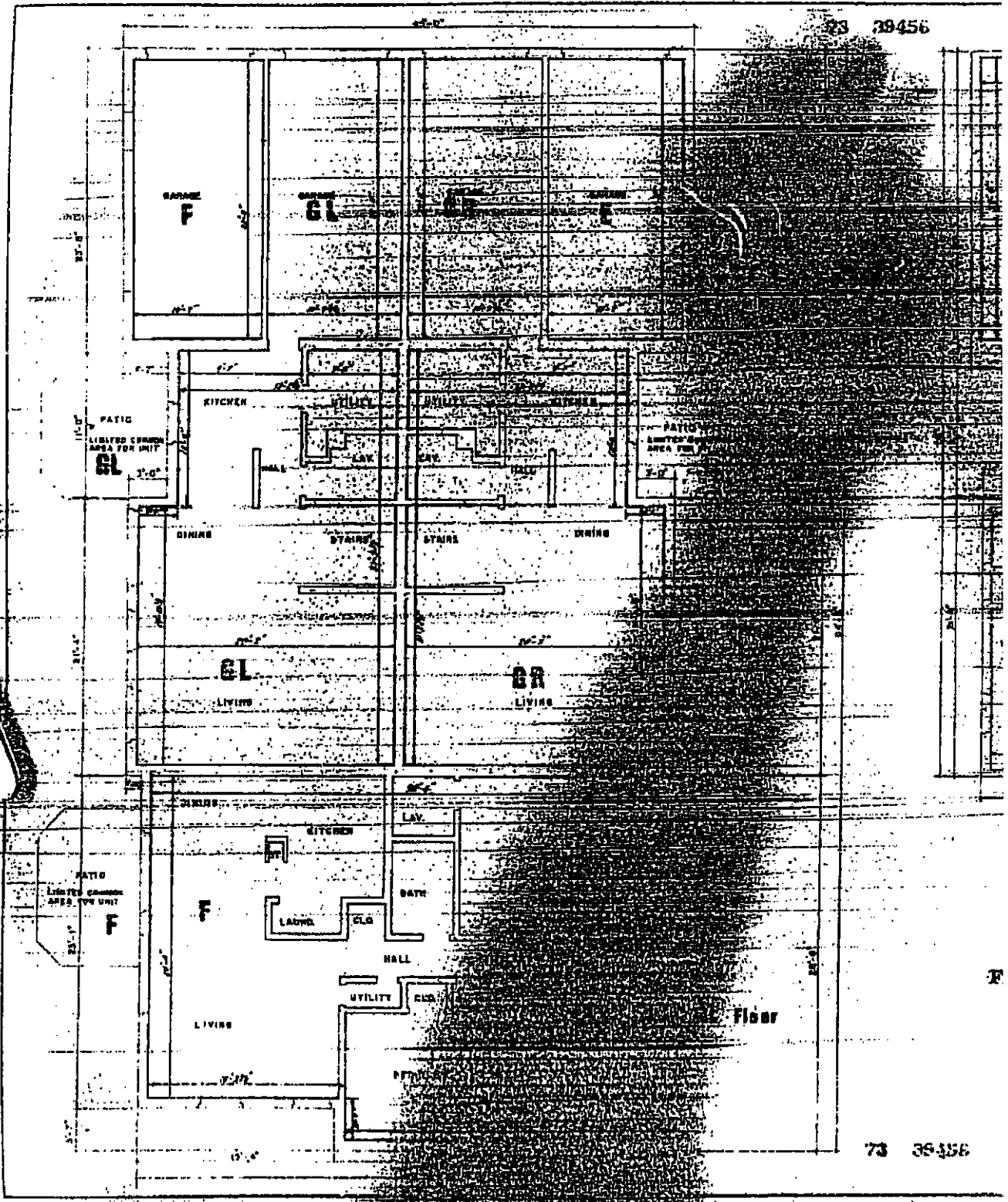
Floor

EXHIBIT C

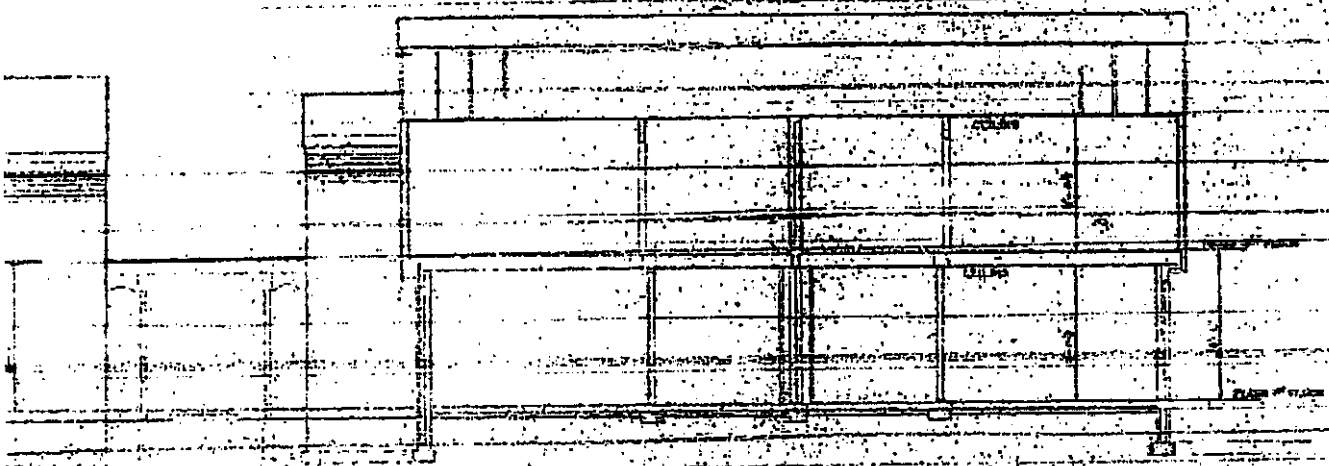
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73 13456



FRONT ELEVATION

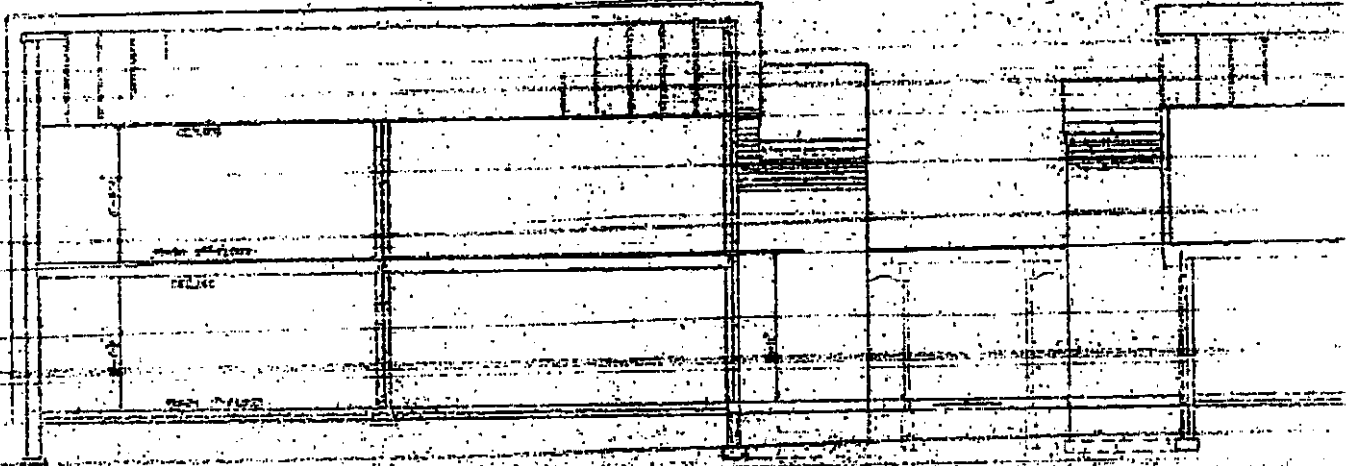
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Architectural Firm Name

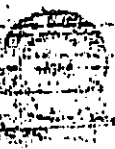
Address

73 39456

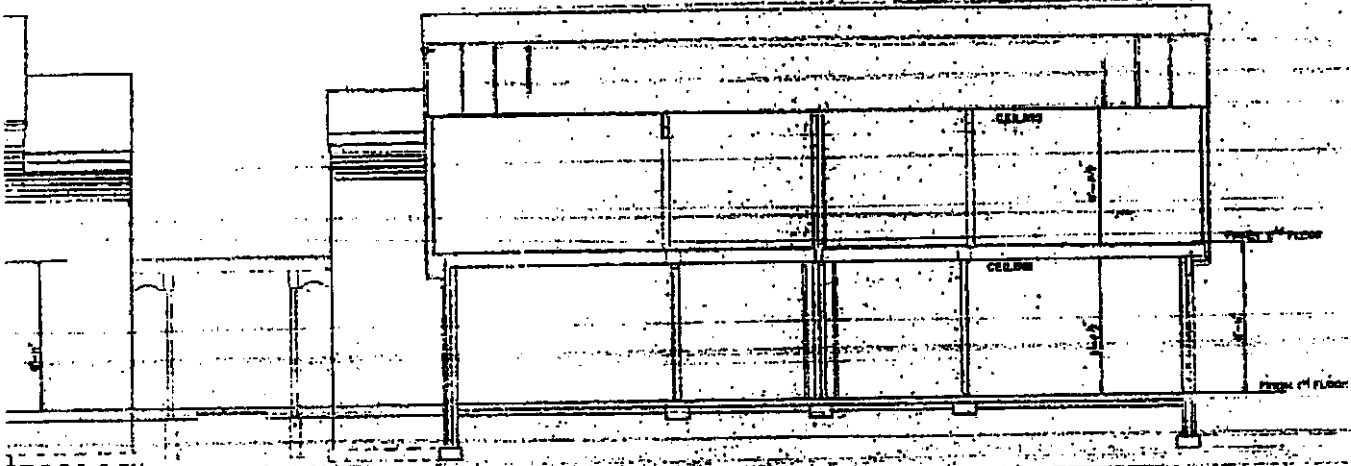


SECTION

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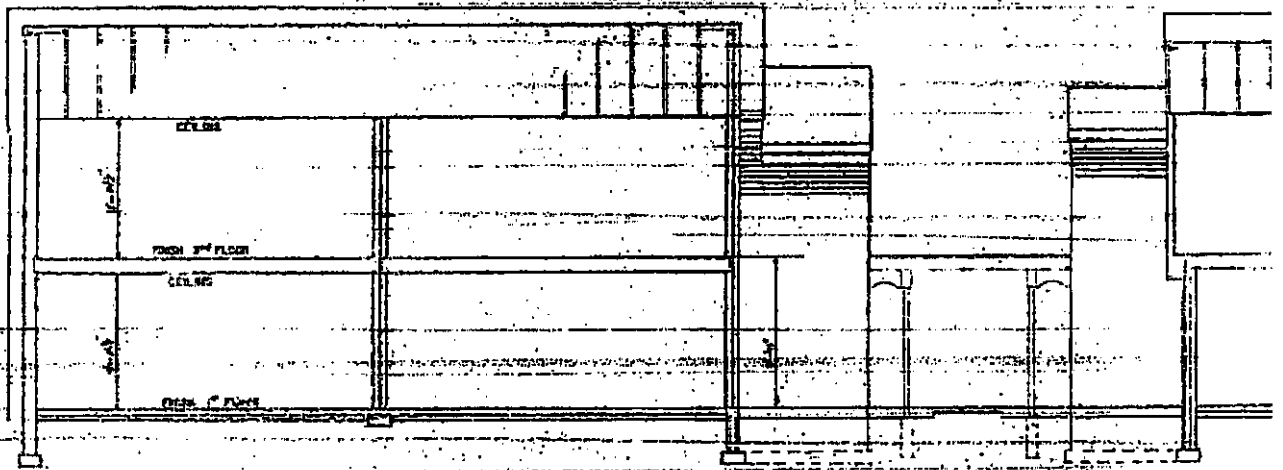


BUILDING ELEVATION

73 39456

<p>73 39456</p>		<p><i>[Handwritten Signature]</i></p>	<p>Architect, and Consulting Architect 1000</p>	<p>OWNER Columbia Properties, Inc. 1000</p>	<p>DATE ...</p>
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73 39456



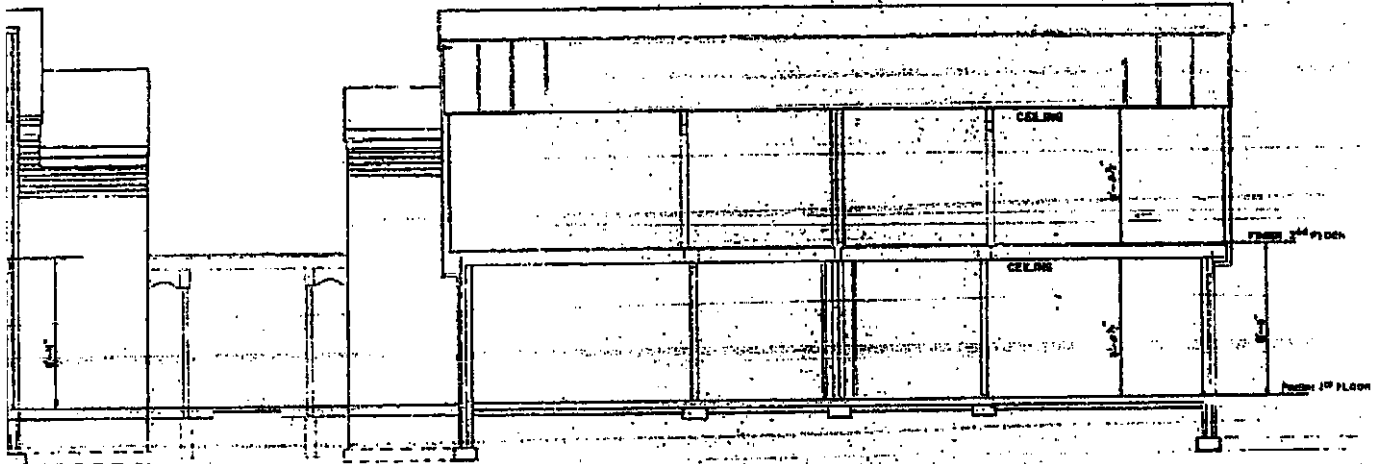
BUILDING ELEVATION

73 39456

NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
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73 39456



BUILDING ELEVATION

73 39456




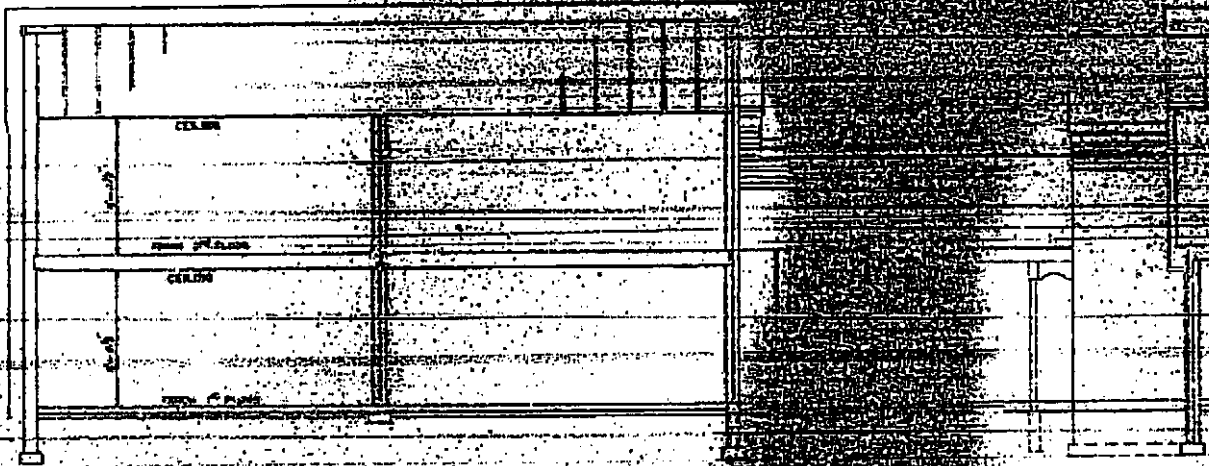
DATE DRAWN BY CHECKED BY	DATE DRAWN BY CHECKED BY	J. J. J. J.	Professional Engineering Corporation 300 West 42nd Street New York 36, N.Y.	Conquits Properties, Inc. 100 West 42nd Street New York 36, N.Y.	63-1007 24 24
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ON

156

		CRANFORD PROPERTIES, INC. 1000 N. 10TH ST. FARMINGDALE, N.Y. 11735	
DATE BY CHECKED APPROVED	12/21/71 W.R. 	PROJECT NO. 156	SHEET NO. 156



REVISIONS									
No.	Date	Description	By	App'd	Checked	Reviewed	Approved	Scale	Notes



CROSS REFERENCE

73. 68248

H.P.R. 47.20
5/2
CROSS REFERENCE

SUPPLEMENTAL DECLARATION OF
CROOKED CREEK CONDOMINIUMS HORIZONTAL PROPERTY REGIME

This Supplemental Declaration, made this 10th day of
October, 1973, by Columbia Properties, Inc., an Ohio corporation,
duly authorized to conduct business in the State of Indiana
("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A part of the Southwest Quarter of the Northeast
Quarter of Section 19, Township 17 North, Range 3 East
in Marion County, Indiana, being more particularly described
as follows, to-wit:

Commencing at the Southwest corner of the Southwest
Quarter of the Northeast Quarter; thence North 00°01'11"
East upon and along the West line of the Southwest Quarter
of said Northeast Quarter Section 1338.790 feet to the North-
west corner of the Southwest Quarter of said Northeast Quarter
Section (said point being 1338.790 feet South 00°01'11"
West of the Northwest corner of said Northeast Quarter Section
thence North 89°12'56" East upon and along the North line
of the Southwest Quarter of said Northeast Quarter Section
555.000 feet to the POINT OF BEGINNING OF THIS DESCRIPTION:
thence North 89°12'56" East upon and along said North line
527.316 feet; thence South 00°00'00" and parallel with the
East line of the Southwest Quarter of said Northeast Quarter
Section 325.00 feet to a point; thence North 88°00'00"
West 203.00 feet; thence South 56°30'00" West 125.00 feet;
thence South 45°00'00" East 60.000 feet; thence South 21°
00'00" West 120.000 feet; thence South 77°30'00" East 23.000
feet; thence South 12°30'00" West 190.000 feet; thence
South 19°30'00" West 95.000 feet; thence South 45°00'00"
West 27.634 feet; thence North 45°00'00" West 245.308 feet
to the POINT OF CURVATURE of a 9.39275 degree curve to the
left, the radius point of said curve being South 45°00'00"
West 610.000 feet from said point; thence Northwesterly
upon and along said curve 239.523 feet to a point the
radius point of said curve being South 22°30'08" West 610.000
feet from said point; thence North 19°30'00" East 275.612
feet to a point thence South 71°30'00" East 66.568 feet to
a point; thence North 25°30'00" East 130.000 feet; thence
North 34°00'00" West 60.000 feet; thence North 18°30'00"
East 130.000 feet to the POINT OF BEGINNING, containing
7.768 acres, more or less.

Subject, however, to a 25 foot ingress and egress
easement off a part of the East side thereof recorded as Instru-
ment No. 73-39456 in the Office of Recorder of Marion County,
Indiana.

(hereinafter referred to as the "Real Estate")

21031

FILED

OCT 23 1973

Edward A. Hoffmann, Jr.

MARION COUNTY AUDITOR

73. 68248

B. Declarant, on the 2nd day of June, 1973 executed a Declaration of Horizontal Property Ownership for the Crooked Creek Horizontal Property Regime which was recorded in the office of the Recorder of Marion County, Indiana, on the 22nd day of June, 1973, as Instrument Number 73-39456 (hereinafter referred to as the "Declaration").

C. The Real Estate constitutes Phase II of the Phases of Development defined in the Declaration at pages 2 and 3 which is subject to automatic inclusion in the Declaration by this Supplemental Declaration as defined at page 2 thereof.

D. All conditions relating to the annexation of Phase II in the Phases of Development of Crooked Creek Condominiums Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates the Real Estate into the Crooked Creek Condominiums Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to the Real Estate and this Supplemental Declaration; provided, however, the Real Estate shall for all purposes now be included in Phase II in the definition of "Phases of Development" in the Declaration, and the definition of "Plans" in the Declaration where appropriate will now include the Plans defined in this Supplemental Declaration.

"Plans" as used in this Supplemental Declaration means the floor and building plans of the Building and Apartments on the Real Estate, prepared by John V. Schneider, a registered engineer under date of September 10, 1973, and the height and elevation survey of the Real Estate and the Buildings thereon prepared by John V. Schneider, registered engineer, under date of September 10, 1973, all of which is incorporated herein by

73 63248

reference.

2. Declaration. Declarant hereby expressly declares that the Real Estate and all appurtenant easements, Apartments, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of the Crooked Creek Condominiums Horizontal Property Regime as if such had originally been included in the Declaration, and hereafter held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and provisions of this Declaration, the Act, and By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are eight (8) Buildings containing forty-eight (48) Apartments on the Real Estate and a community building, swimming pool and tennis court as shown on the Plans. The Buildings are identified and referred to in this Supplemental Declaration as Buildings 8A, 9A, 10B, 11A, 12B, 13C, 14A and 15B, inclusive, and consist of eight (8) basic floor plan types designated by legend on the Plans as Unit Types E, H, F, J, KL, KR, GL and GR, respectively.

The legend description for each Apartment shall consist first of the number and letter designation of the particular Building as it is located on the Tract, and secondly, the Unit designation (i.e. E, H, F, J, KL, KR, GL or GR) of the particular Apartment location within that Building, and thirdly, the Garage Space designation indicated by the prefix G - preceding the Unit designation.

The Apartment Unit Designation shall be as follows:

Unit Type F consists of a living room, dining room, three bedrooms, one and one-half baths, kitchen, laundry facilities

73 68248

and patio with storage area, all located on a ground floor and containing about 1,028 square feet of area.

Each Unit type GL and GR consists of a living room, dining room, kitchen, laundry facilities, two and one-half baths, three bedrooms and patio with storage area, located on two floors, commonly described as a three bedroom townhouse and containing about 1,248 square feet of area.

Each Unit type E consists of living room, dining room, kitchen, laundry facilities, one bath, three bedrooms, and balcony patio with storage area, all located on an upper floor over the garages commonly known as a three bedroom carriage unit and containing about 1,132 square feet of area.

Each Unit type J consists of a living room, dining room, kitchen, laundry facilities, one bath, two bedrooms and patio with storage area, located on the ground floor and containing about 867 square feet of area.

Each Unit type XL and KR consists of a living room, dining room, kitchen, laundry facilities, one and one-half baths, two bedrooms, and patio with storage area, located on two floors, and commonly described as a two bedroom townhouse containing about 976 square feet of area.

Each Unit type H consists of living room, dining room, kitchen, laundry facilities, one bath, two bedrooms, and balcony patio with storage area, all located on an upper floor over the garages, commonly known as a two bedroom carriage unit and containing about 1,132 square feet of area.

Each Apartment Unit has one (1) exclusive garage space within each Building bearing the same numeral on the Plans as the corresponding Apartment Unit with the prefix "G" preceding the numeral.

73 68248

The legal description for each Apartment shall consist of first the number of the Building in which the Apartment is located, secondly, the Unit Type of the particular Apartment in the Building together with the prefix "G" preceding the Unit Type and designating the garage space for that particular unit.

4. Percentage Interest. The Percentage Interest of each Apartment in the Common Areas and Limited Areas owned as tenants in common with other Owners in this second phase of development is based on the value of each Apartment Unit in relationship to the total Apartment Units, which interest is shown in percentage form in Exhibit A-Schedule 2, attached hereto and by this reference incorporated herein.

The Percentage Interest of each Apartment in Phase I is hereby reduced to the Percentage Interest set forth above and in Schedule 2 of Exhibit "A" of the Declaration and the balance hereby reverts to the Declarant, its successors or assigns, and Declarant hereby mortgages to the mortgagee of the owner of each Apartment in Phase I, if any, and grants and conveys to the Owner of each Apartment in Phase I, subject to the mortgage, if any, an undivided interest in the Common Areas and Limited Areas of Phase II, corresponding to such Apartment's Percentage Interest as designated in Schedule 2 of Exhibit "A" of the Declaration.

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants

running with the land and shall bind any person having at any time any interest or estate in an Apartment or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

6. Floor Plans. The Plans setting forth the layout, location, identification and dimensions of the Apartments and Property identified in this Supplemental Declaration are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of _____, 1973, as Instrument No. 73-68248.

Executed the day and year first above written.

COLUMBIA PROPERTIES, INC.

[Signature]
Jack L. Wallick, President

ATTEST:
[Signature]
Sanford Goldston, Secretary

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared Columbia Properties, Inc., an Ohio Corporation by Jack L. Wallick, its President, and Sanford Goldston, its Secretary, who, for and in behalf of said corporation acknowledged the execution of the foregoing Supplemental Declaration, and state that they have full corporate authority pursuant to Resolution of the Board of Directors to so execute.



[Signature]
Notary Public

BERNARD P. SHEA
NOTARY PUBLIC, MARION COUNTY, OHIO
MY COMMISSION EXPIRES MAY 10, 1977

Commission expires:
10, 1977

73 68248

CONSENT OF MORTGAGEE

The undersigned, ALMOUR SECURITIES, INC., being the holder of an existing mortgage on the Tract as defined in the Declaration, which mortgage was dated August 4, 1972 and recorded in the office of the Recorder of Marion County, Indiana, on August 11, 1972 as Instrument No. 72-46923, hereby consents to the recording of the above and foregoing Supplemental Declaration of Crooked Creek Condominiums, Inc. and the submission of the Real Estate to the provisions of the Horizontal Property Act of the State of Indiana and further agrees that its mortgage with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration, the Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage is modified by this Consent, such mortgage shall remain in full force and effect, unaltered, and enforceable in accordance with its terms.

Executed this 19th day of October, 1973.

ALMOUR SECURITIES, INC.

John J. McCord
 John McCord, Assistant Vice
 President

Attest:

Howard J. Wilson

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John J. McCord and _____, by me known and known by me to be the Assistant Vice President and Bernard Wenzel

respectively, of ALMOUR SECURITIES, INC., who acknowledged
the execution of the above and foregoing Consent for and on
behalf of said Corporation.

WITNESS my hand and Notarial Seal this 19 day of
October, 1973.

Norman D. [Signature]
Notary Public

My Commission Expires:

August 7, 1977



This instrument prepared by:
William F. LeMond, Attorney
412 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

73 68248

"EXHIBIT A"

SCHEDULE 2

PROPORTIONATE INTEREST IN COMMON AND LIMITED COMMON AREAS
AND FACILITIES OF CROOKED CREEK CONDOMINIUMS AT COMPLETION
OF PHASE II

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
1	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
2	B	J	\$22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
3	A	F	24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
4	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
5	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196

EXHIBIT A - Schedule 2 - Page 2

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
6	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
H	21,500	0.96196		
7	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
H	21,500	0.96196		
8	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
H	21,500	0.96196		
9	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
H	21,500	0.96196		
10	B	J	\$22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
11	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
H	21,500	0.96196		

EXHIBIT A - Schedule 2 - Page 3

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)
12	B	J	\$22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196
13	C	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
14	A	F	\$24,500	1.09619
		GL	24,500	1.09619
		GR	24,500	1.09619
		E	21,500	0.96196
		J	22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
15	B	J	\$22,500	1.00671
		KL	20,500	0.91722
		KR	20,500	0.91722
		H	21,500	0.96196

TOTAL ALL UNITS \$2,235,000

RECEIVED FOR RECORD
 OCT 23 10 43 AM '73
 FAYE I. MOWERY
 RECORDER
 DE MARION CO.

73 69248

CROSS REFERENCE

74-8807

54.70
CROSS REFERENCE

SUPPLEMENTAL DECLARATION OF
CROOKED CREEK CONDOMINIUMS HORIZONTAL PROPERTY REGIME

This Supplemental Declaration, made this 14th day of
February, 1974, by Columbia Properties, Inc., an Ohio corporation,
duly authorized to conduct business in the State of Indiana
("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A part of the Southwest Quarter of the Northeast Quarter of Section
19 Township 17 North of Range 3 East in Marion County, Indiana, being
more particularly described as follows, to-wit:

Beginning at a point on the West line of the Southwest Quarter of
said Northeast Quarter Section 863.790 feet North 00 degrees 01
minutes 11 seconds East of the Southwest corner of the Southwest Quarter
of the said Northeast Quarter Section; thence North 00 degrees 01
minutes 11 seconds East upon and along said West line 475.000 feet
to the Northwest corner of the Southwest Quarter of said Northeast
Quarter Section (said point being 1338.790 feet South 00 degrees 01
minutes 11 seconds West of the Northwest corner of said Northeast
Quarter Section); thence North 89 degrees 12 minutes 56 seconds East
upon and along the North line of the Southwest Quarter of said
Northeast Quarter Section 555.000 feet to a point; thence South 18
degrees 30 minutes 00 seconds West 130.000 feet to a point; thence
South 34 degrees 00 minutes 00 seconds East 60.000 feet to a point;
thence South 25 degrees 30 minutes 00 seconds West 130.000 feet to
a point; thence North 77 degrees 30 minutes 00 seconds West 66.568
feet to a point; thence South 15 degrees 30 minutes 00 seconds West
275.612 feet to a point on a 9.39275 degree curve to the left, the
radius point of said curve being South 22 degrees 30 minutes 08 seconds
West 610.000 feet from said point; thence Northwesterly upon and
along said curve 239.570 feet to the POINT OF TANGENCY thereof, the
radius point of said curve being South 00 degrees 00 minutes 00
seconds a distance of 610.000 feet from said point; thence North
90 degrees 00 minutes 00 seconds West 102.859 feet to the POINT
OF BEGINNING, containing 5.249 acres, more or less.

Subject, however, to all legal easements and rights-of ways.
(hereinafter referred to as the "Real Estate")

RECEIVED FOR RECORD
FEB 19 1 28 PM '74
FAYE L. MOWERY
RECORDER
OF MARION CO.

74-8807

B. Declarant, on the 22nd day of June, 1973 executed a Declaration of Horizontal Property Ownership for the Crooked Creek Horizontal Property Regime which was recorded in the office of the Recorder of Marion County, Indiana, on the 22nd day of June, 1973 as Instrument Number 73-39456 (hereinafter referred to as the "Declaration").

C. The Real Estate constitutes Phase III of the Phases of Development defined in the Declaration at pages 2 and 3 which is subject to automatic inclusion in the Declaration by this Supplemental Declaration as defined at page 2 thereof.

D. All conditions relating to the annexation of Phase III in the Phases of Development of Crooked Creek Condominiums Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration hereby incorporates the Real Estate into the Crooked Creek Condominiums Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to the Real Estate and this Supplemental Declaration; provided however, the Real Estate shall for all purposes now be included in Phase III in the definition of "Phases of Development" in the Declaration, and the definition of "Plans" in the Declaration where appropriate will now include the Plans defined in this Supplemental Declaration.

"Plans" as used in this Supplemental Declaration means the floor and building plans of the Building and Apartments on the Real Estate, prepared by John V. Schneider, a registered engineer under date of September 10, 1973, and the height and elevation survey of the Real Estate and the Buildings thereon prepared by John V. Schneider, registered engineer, under date of September 10, 1973, all of which is incorporated herein by

reference.

2. Declaration. Declarant hereby expressly declares that the Real Estate and all appurtenant assessments Apartments, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of the Crooked Creek Condominiums Horizontal Property Regime as if such had originally been included in the Declaration, and hereafter held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions and provisions of this Declaration, the Act, and By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are eight (8) Buildings containing fifty-two (52) Apartments on the Real Estate. The Buildings are identified and referred to in this Supplemental Declaration as Buildings 16C, 17B, 18A, 19A, 20A, 21A, 22A, and 23B, inclusive, and consist of eight (8) basic floor plan types designated by legend on the Plans as Unit Types E, H, F, J, KL, KR, GL, and GR, respectively.

The legend description for each Apartment shall consist first of the number and letter designation of the particular Building as it is located on the Tract, and secondly, the Unit designation (i.e. E, H, F, J, KL, KR, GL or GR) of the particular Apartment location within that Building, and thirdly, the Garage Space designation indicated by the prefix G - preceding the Unit designation.

The Apartment Unit Designation shall be as follows:

Unit Type F consists of a living room, dining room, three bedrooms, one and one-half baths, kitchen, laundry facilities

and patio with storage area, all located on a ground floor and containing about 1,028 square feet of area.

Each Unit type GI and GR consists of a living room, dining room, kitchen, laundry facilities, two and one-half baths, three bedrooms and patio with storage area, located on two floors, commonly described as a three bedroom townhouse and containing about 1,248 square feet of area.

Each Unit type E consists of living room, dining room, kitchen, laundry facilities, one bath, three bedrooms, and balcony patio with storage area, all located on an upper floor over the garages commonly known as a three bedroom carriage unit and containing about 1,132 square feet of area.

Each Unit type J consists of a living room, dining room, kitchen, laundry facilities, one bath, two bedrooms and patio with storage area, located on the ground floor and containing about 867 square feet of area.

Each Unit type KI and KJ consists of a living room, dining room, kitchen, laundry facilities, one and one-half baths, two bedrooms, and patio with storage area, located on two floors, and commonly described as a two bedroom townhouse containing about 976 square feet of area.

Each Unit type N consists of living room, dining room, kitchen, laundry facilities, one bath, two bedrooms, and balcony patio with storage area, all located on an upper floor over the garages, commonly known as a two bedroom carriage unit and containing about 1,132 square feet of area.

Each Apartment Unit has one (1) exclusive garage space within each Building bearing the same numeral on the Plans as the corresponding Apartment Unit with the prefix "G" preceding the numeral.

The legal description for each Apartment shall consist of first the number of the Building in which the Apartment is located, secondly, the Unit Type of the particular Apartment in the Building together with the prefix "G" preceding the Unit Type and designating the garage space for that particular unit.

4. Percentage Interest. The Percentage Interest of each Apartment in the Common Areas and Limited Areas owned as tenants in common with other Owners in this third phase of development is based on the value of each Apartment Unit in relationship to the total Apartment Units, which interest is shown in percentage form in Exhibit A-Schedule 3, attached hereto and by this reference incorporated herein.

The Percentage Interest of each Apartment in Phase I and Phase II is hereby reduced to the Percentage Interest set forth above and in Schedule 3 of Exhibit "A" of the Declaration and the balance hereby reverts to the Declarant, its successors or assigns, and Declarant hereby mortgages to the mortgagee of the owner of each Apartment in Phase I and Phase II if any, and grants and conveys to the Owner of each Apartment in Phase I and Phase II, subject to the mortgage, if any, and undivided interest in the Common Areas and Limited Areas of Phase III, corresponding to such Apartment's Percentage Interest as designated in Schedule 3 of Exhibit "A" of the Declaration.

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants

running with the land and shall bind any person having at any time any interest or estate in an Apartment or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

6. Floor Plans. The Plans setting forth the layout, location, identification and dimensions of the Apartments and Property identified in this Supplemental Declaration are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of _____, 1973, as Instrument No. 73-68248.

Executed the day and year first above written.

COLUMBIA PROPERTIES, INC.

Jack L. Wallick
Jack L. Wallick, President

ATTEST:

Sanford Goldston
Sanford Goldston, Secretary

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

Before me, a Notary Public in and for said County and State, personally appeared Columbia Properties, Inc., an Ohio Corporation by Jack L. Wallick, its President, and Sanford Goldston, its Secretary who, for and in behalf of said corporation acknowledged the execution of the foregoing Supplemental Declaration, and state that they have full corporate authority pursuant to Resolution of _____ of the Board of Directors to so execute.

Isabel H. Johnson
Notary Public



ISABEL H. JOHNSON
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO
MY COMMISSION EXPIRES OCTOBER 2, 1978

7
CONSENT OF MORTGAGEE

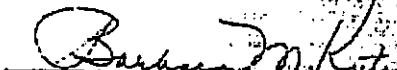
The undersigned, CFC Capital Corp., formerly Almour Securities, Inc., being the holder of two existing mortgages on the tract as defined in the Declaration, which mortgages were dated August 4, 1972 and November 29, 1973 and recorded in the office of the Recorder of Marion County, Indiana, on August 11, 1972 and December 14, 1973 as Instrument Nos. 72-40923 and 73-78590 hereby consents to the recording of the above and foregoing Supplemental Declaration of Crooked Creek Condominiums, Inc. and the submission of the Real Estate to the provisions of the Horizontal Property Act of the State of Indiana and further agrees that its mortgage with respect to the tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration, the Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however except and to the extent that the mortgage is modified by this Consent, such mortgage shall remain in full force and effect, unaltered, and enforceable in accordance with its terms.

Executed this 14th day of February, 1974.

CFC CAPITAL CORP.
formerly ALMOUR SECURITIES, INC.


Robert M. Walsh, President

Attest:


Barbara M. Kuta, Secretary

STATE OF OHIO

COUNTY OF CUYAHOGA, ss:

Before me, a Notary Public in and for said County and State, personally appeared Robert M. Walsh and Barbara M. Kuta by me known and known by me to be the President and Secretary respectively of CFC CAPITAL CORP., formerly ALMOUR SECURITIES, INC., who acknowledged the execution of the above and foregoing Consent for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 14th day of February, 1974

"EXHIBIT A"

SCHEDULE 3

PROPORTIONATE INTEREST IN COMMON AND LIMITED COMMON AREAS
AND FACILITIES OF CROOKED CREEK CONDOMINIUMS AT COMPLETION
OF PHASE III

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value to Total Value (%)		
1	A	F	\$24,500	0.72058		
		GL	24,500	0.72060		
		GR	24,500	0.72060		
		E	21,500	0.63235		
		J	22,500	0.66176		
		KL	20,500	0.60294		
		KR	20,500	0.60294		
2	B	H	21,500	0.63235		
		J	\$22,500	0.66176		
		KL	20,500	0.60294		
		KR	20,500	0.60294		
		H	21,500	0.63235		
		3	A	F	\$24,500	0.72058
				GL	24,500	0.72060
GR	24,500			0.72060		
E	21,500			0.63235		
J	22,500			0.66176		
KL	20,500			0.60294		
KR	20,500			0.60294		
4	A	H	21,500	0.63235		
		F	\$24,500	0.72058		
		GL	24,500	0.72060		
		GR	24,500	0.72060		
		E	21,500	0.63235		
		J	22,500	0.66176		
		KL	20,500	0.60294		
5	A	KR	20,500	0.60294		
		H	21,500	0.63235		
		F	\$24,500	0.72058		
		GL	24,500	0.72060		
		GR	24,500	0.72060		
		E	21,500	0.63235		
		J	22,500	0.66176		

<u>Bldg. Number</u>	<u>Bldg. Type</u>	<u>Apartment Unit Description</u>	<u>Apartment Unit Value Excluding Closing Costs</u>	<u>Ratio of Unit Value to Total Value (%)</u>
6	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
7	A	H	21,500	0.63235
		F	\$24,500	0.72059
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
8	A	KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
9	A	KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
10	B	J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

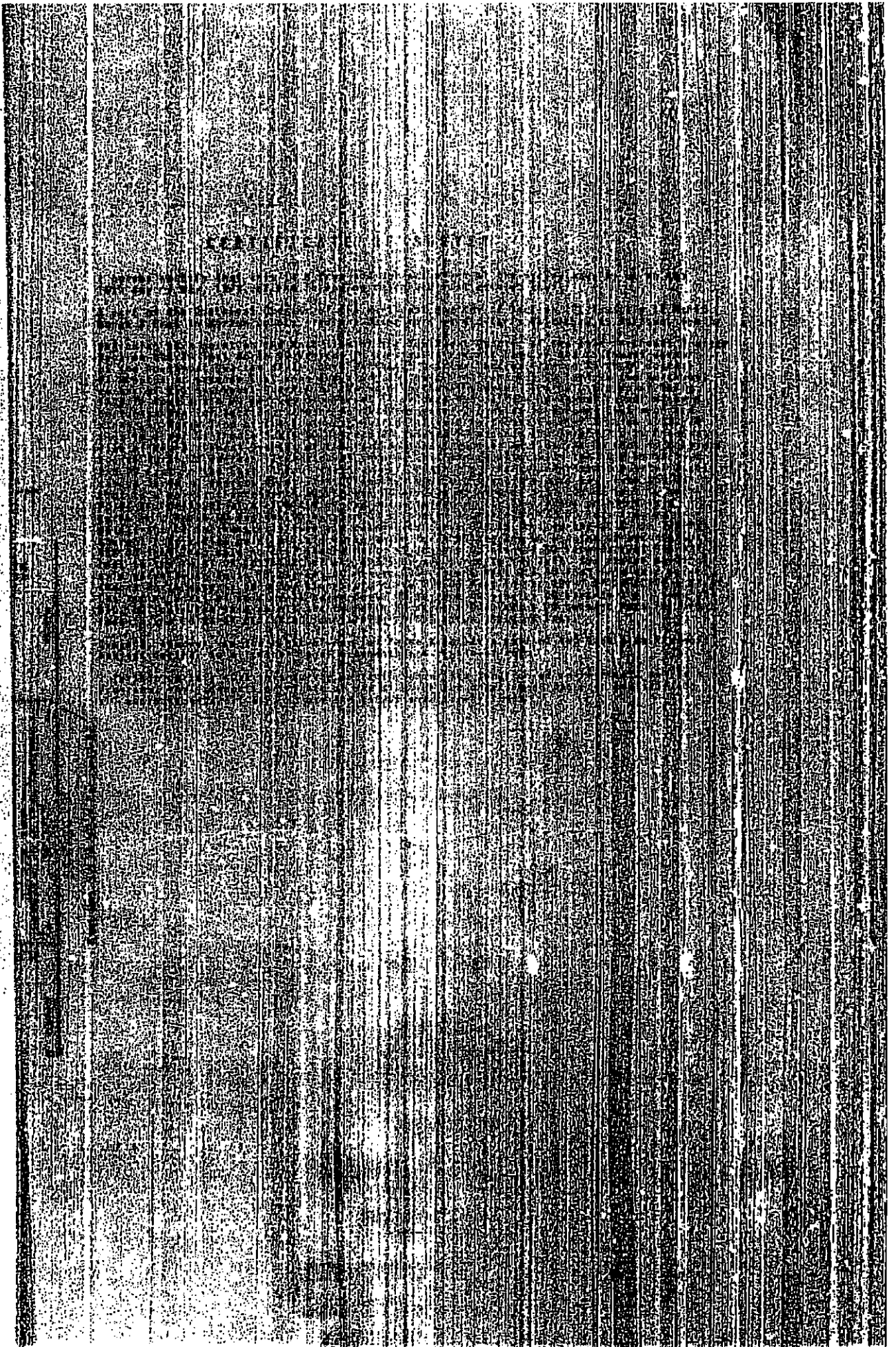
EXHIBIT A - Schedule 3 - Page 3

Bldg. Number	Bldg. Type	Apartment Unit Description	Apartment Unit Value Excluding Closing Costs	Ratio of Unit Value of Tot Value (%)
11	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
12	B	H	21,500	0.63235
		J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
13	C	H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
14	A	E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
		F	\$24,500	0.72058
		GL	24,500	0.72060
15	B	GR	24,500	0.72060
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
16	C	J	\$22,500	0.66176
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
17	B	F	\$24,500	0.72058
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

<u>Bldg. Number</u>	<u>Bldg. Type</u>	<u>Apartment Unit Description</u>	<u>Apartment Unit Value Excluding Closing Costs</u>	<u>Ratio of Unit Value of Tot Value (4)</u>
18.	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
19	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
20	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
21	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235

<u>Bldg. Number</u>	<u>Bldg. Type</u>	<u>Apartment Unit Description</u>	<u>Apartment Unit Value Excluding Closing Costs</u>	<u>Ratio of Unit Value to Total Value (%)</u>
22	A	F	\$24,500	0.72058
		GL	24,500	0.72060
		GR	24,500	0.72060
		E	21,500	0.63235
		J	22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
23	B	H	21,500	0.63235
		J	\$22,500	0.66176
		KL	20,500	0.60294
		KR	20,500	0.60294
		H	21,500	0.63235
TOTAL ALL UNITS			\$3,400,000	

NOTE: A minor modification of the schedule of Proportionate Interest pursuant to the original Declaration has been made by increasing the proportionate interest of all GR and GL units by 0.00002%. This was done for the sole purpose of creating 100% interest in the Owners of the Property.



CERTIFICATE OF SURVEY

I hereby certify that this is a true and correct print of the survey made by me on the 18th day of May, 1873, of the following described real estate, to-wit:

A part of the Southwest Quarter of the Northwest Quarter of Section 22, Township 17 North, Range 3 East in Marion County, Indiana being more particularly described as follows, to-wit:

Beginning at a point on the West line of the Southwest Quarter of the said Section 22, Township 17 North, Range 3 East in Marion County, Indiana being more particularly described as follows, to-wit: ...

Subject, however, to the rights of any person claiming an interest in the said real estate, and subject further to all acts of legal enactment and rights of law.

I further certify that this survey correctly shows the location of improvements on the premises, any easements or rights of way or all detachments, if any, across the tract surveyed.



APPROVED
DAY
AUG



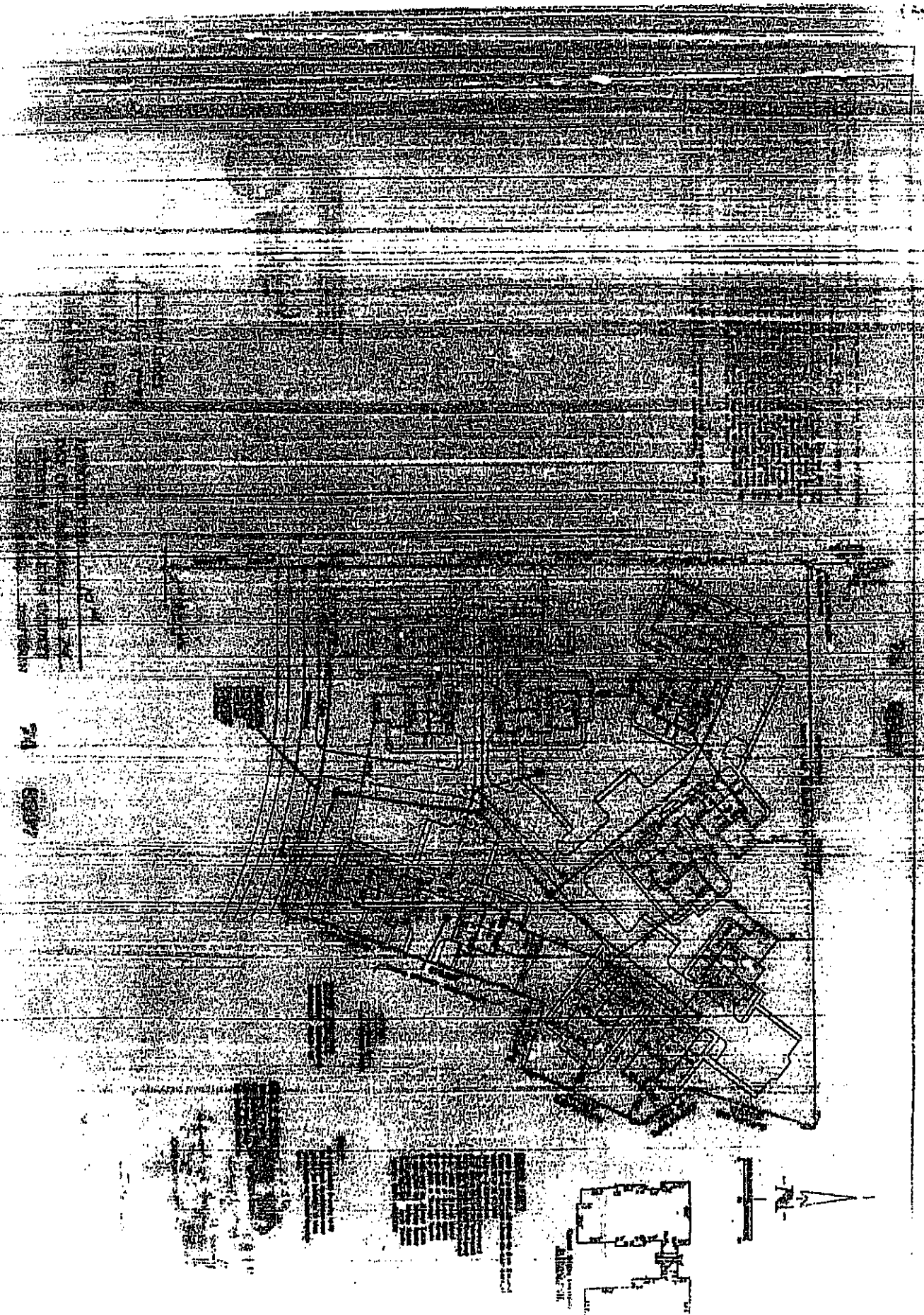
Columbia Engineering

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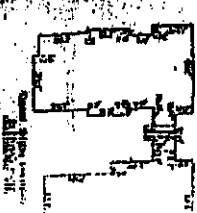
Columbia Engineering

Columbia Engineering

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SECRET

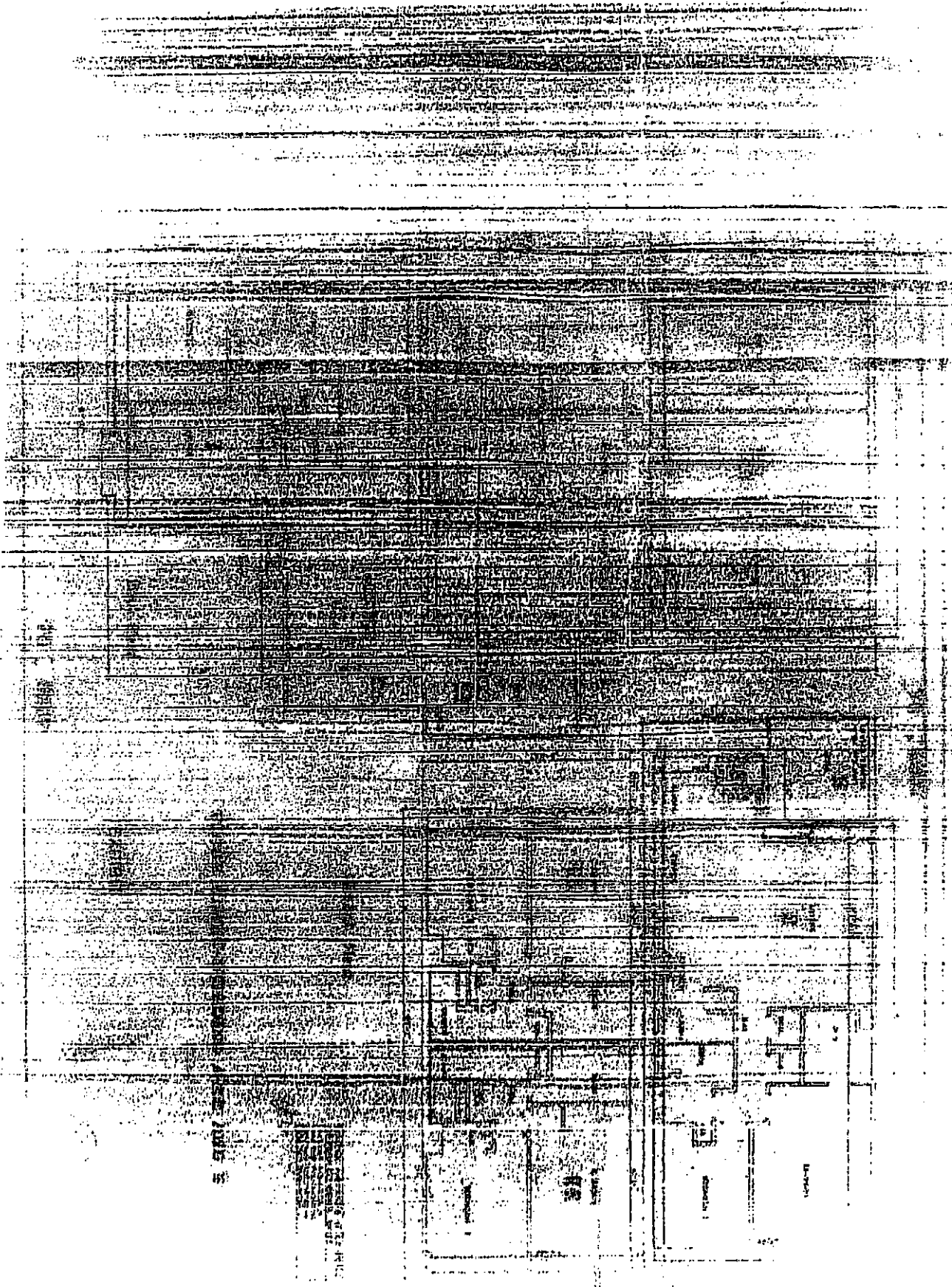


CERTIFICATE OF SECRET

RECEIVED
MAY 28 1978
U.S. AIR FORCE

APPROVED THIS
DAY OF October 1978
BY [Signature]
ADJUTANT GENERAL
U.S. AIR FORCE

SECRET



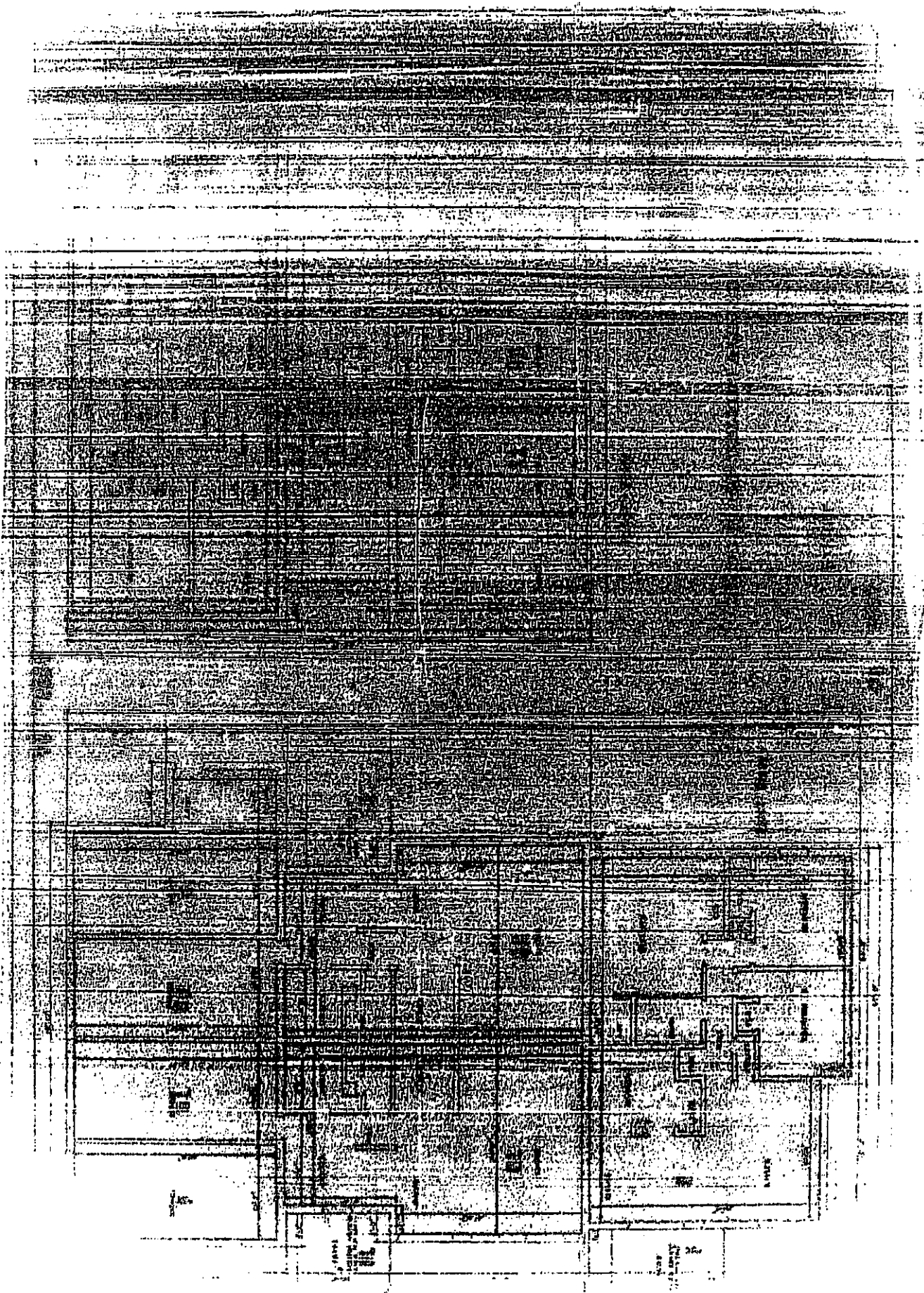
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EXIT

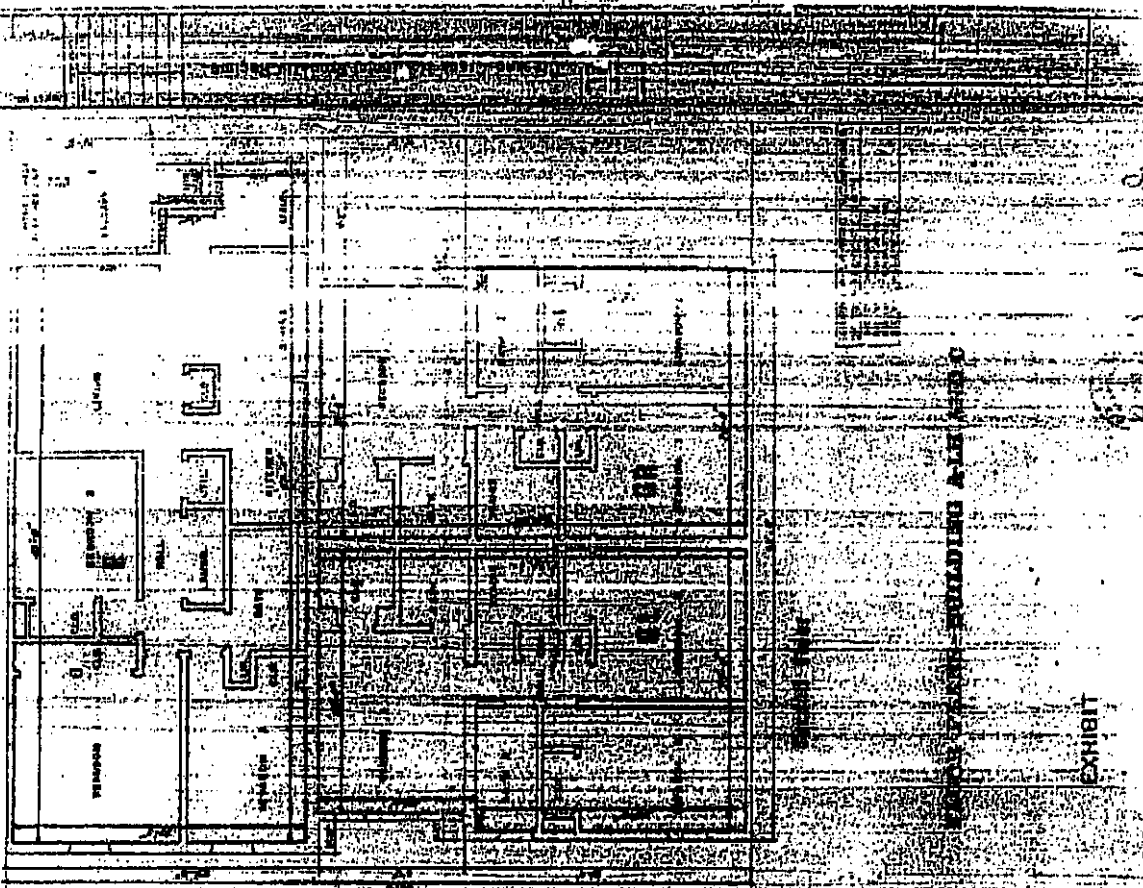
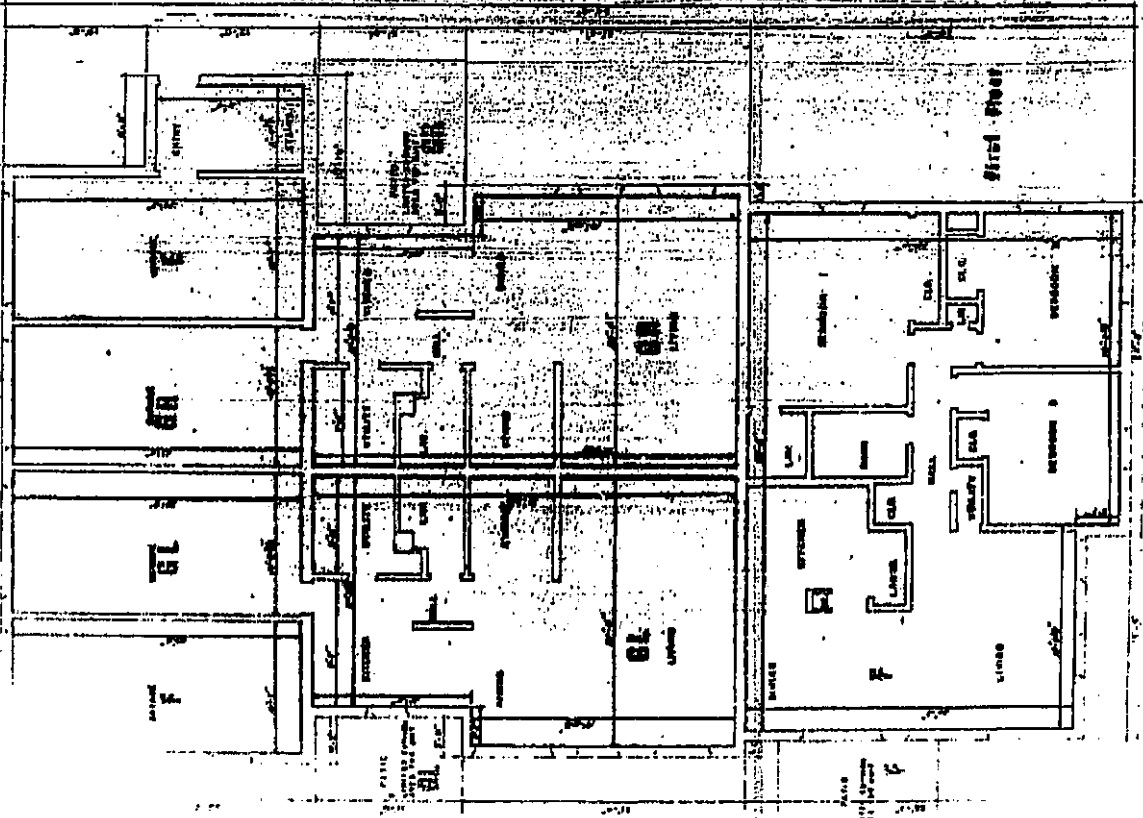
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74 8507

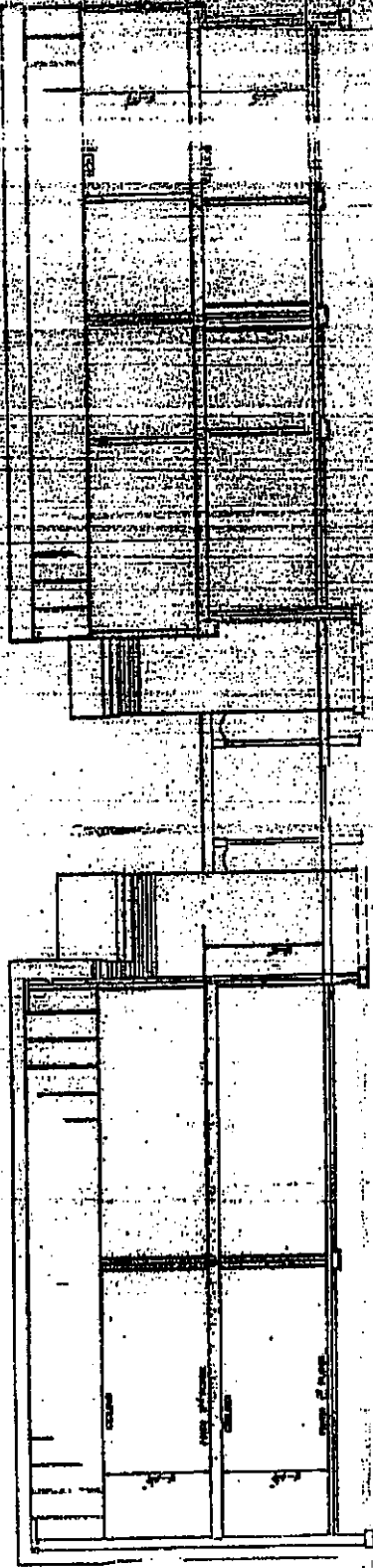


74 8507

EXHIBIT



74 8807



74 8807

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011.0

1. Scale: 1/8" = 1'-0"
 2. Date: 11/10/01
 3. Project: [illegible]
 4. Drawing: [illegible]



8290 HEWLET DRIVE
INDIANAPOLIS, INDIANA 46268

RECEIVED

JUL 23 1986

RIKE TOWNSHIP
ASSESSOR

July 10, 1986

RE: AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP AS RECORDED AS INSTRUMENT NUMBER 73-39456

FILED
FOR TAXATION
JUL 23 1986
COUNTY CLERK
ANGELO J. MURPHY

The previous provision contained in the Declaration on page 8
paragraph 16, read:

Lease of apartment by owner. For the purpose of
maintaining the congenial and residential character of
Crooked Creek Condominiums, and for the protection
of the co-owners with regard to financially responsi-
ble residents, no Apartment shall be leased for a
term longer than one (1) year.

The Board amended the Declaration by deleting Paragraph 16 and
inserting the following provision:

16. Lease of apartment by owner. For the purpose of
maintaining the congenial and residential character of
Crooked Creek Condominiums, and for the protection of
the co-owners with regard to financially responsible
residents, lease of an Apartment by any Owner shall be
subject to the following conditions and restrictions:

It is in the best interest of all the Owners that those
persons residing in Crooked Creek Condominiums have
similar proprietary interests in their Apartments and
be owners. Accordingly, no owner shall lease his
Apartment or enter into any other rental or leasing
arrangement for his apartment without prior written
consent of the Board of Managers. Such consent shall
not be unreasonably withheld. No lease for a term
shorter than three (3) months, however, shall be
approved.

CROOKED CREEK CONDOMINIUMS, INC.
8290 Hewlet Drive
Indianapolis, Indiana 46268
317-872-8141

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8290 HEWLET DRIVE
INDIANAPOLIS, INDIANA 46268

②6.50-
CROSS REFERENCE

860031447

September 8, 1986

RE: AMENDMENT TO THE DECLARATION OF HORIZONTAL OWNERSHIP.

TO WHOM IT MAY CONCERN:

This letter is to inform you that the Board of Managers of Crooked Creek Condominiums, Inc., has adopted the attached amendment to the Declaration of Horizontal Property Ownership according to Paragraph 17 of the Declaration of Horizontal Property Ownership.

CROOKED CREEK CONDOMINIUMS, INC.
8290 Hewlet Drive
Indianapolis, Indiana 46268
317-872-8141

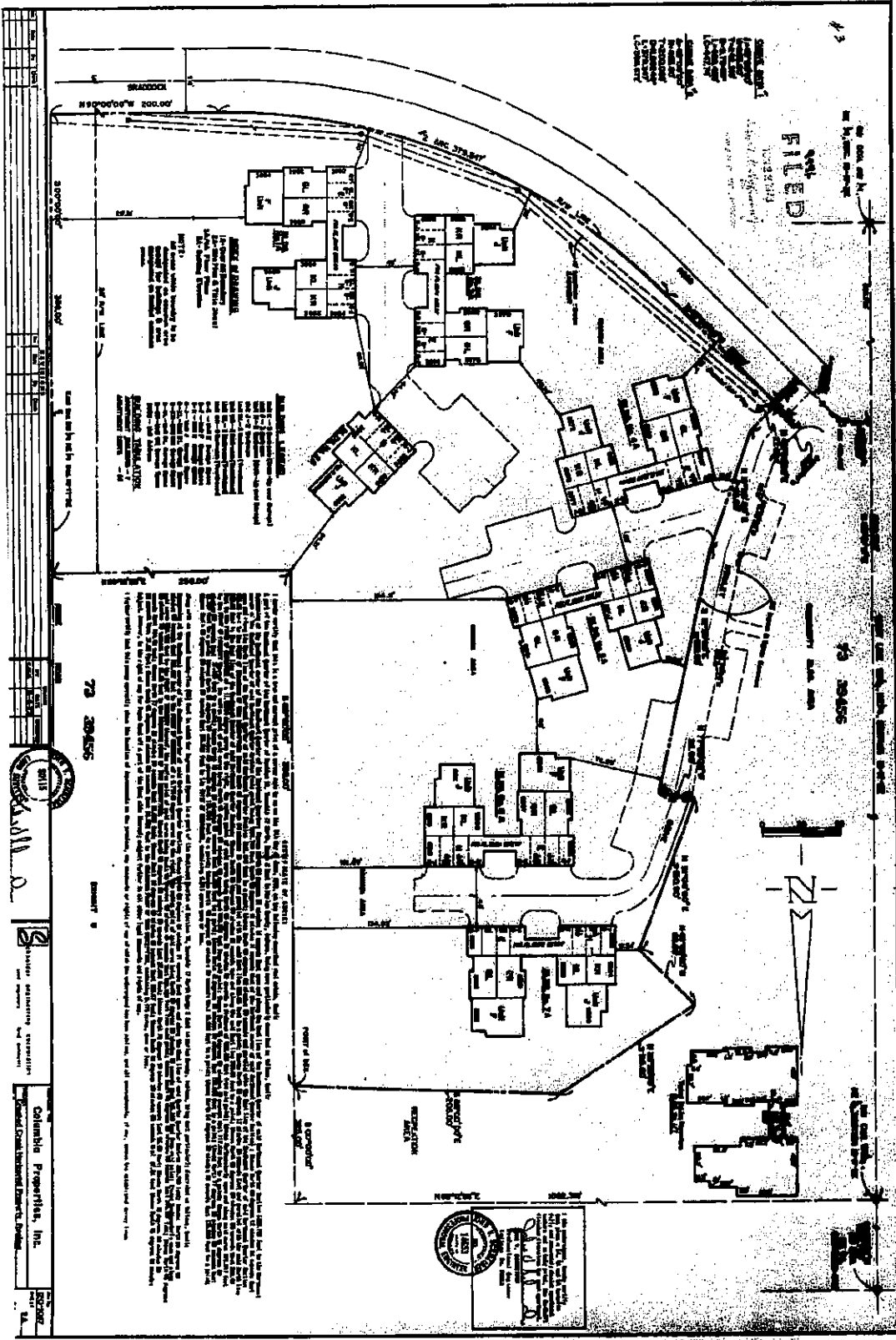
RECEIVED FOR RECORD
DEPT. OF LAND & SURVEY
INDIANAPOLIS, IN.
SEP 16 2 07 PM '86

Bob Axson
Bob Axson, President.

Janice Blackie
Janice Blackie, Secretary

Virgil Hopper
Virgil Hopper
Notary Public
my Comm Exp.
10-28-88
Residence:
Masson Co

THIS INSTRUMENT PREPARED BY
Charles M. Culleton



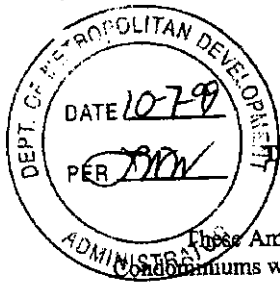
NO.	DATE	REVISIONS
1	10/1/55	PRELIMINARY PLAN
2	10/15/55	REVISED PLAN
3	11/1/55	FINAL PLAN



79 204-525

Columbia Properties, Inc.
 1000 Broadway, New York 10, N.Y.

10/1/55



AMENDMENTS TO THE
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
OF THE CROOKED CREEK CONDOMINIUMS

FILED (CP)

OCT 06 1999

PIKE TOWNSHIP
ASSESSOR

8192 011
MARTINA A. WILSON

These Amendments to the Declaration of Horizontal Property Ownership of the Crooked Creek Condominiums were made as of the 17th day of April, 1997.

WITNESSETH THAT:

WHEREAS, the Crooked Creek Horizontal Property Regime located in Marion County, Indiana was originally created and formed pursuant to the Indiana Horizontal Property Act codified at Indiana Code § 32-1-6-1 et seq., as amended, and pursuant to a certain "Declaration of Horizontal Property Ownership--Crooked Creek Condominiums Horizontal Property Regime," recorded in the Office of the Recorder of Marion County, Indiana, on June 22, 1973, as Instrument No. 73-39456 (hereafter, the "Original Declaration"); and

WHEREAS, the Original Declaration established Phase I of the Crooked Creek horizontal property regime, consisting of Buildings 1 through 7 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, said Original Declaration was supplemented by a "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 23rd day of October, 1973, as Instrument No. 73-68248 whereby Phase II was annexed to the Property, consisting of Buildings 8 through 15 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, said Original Declaration was further supplemented by a "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 19th day of February, 1974, as Instrument No. 74-8807 whereby Phase III was annexed to the Property, consisting of Buildings 16 through 23 (and the Apartments therein) and the Common Areas applicable thereto. The legal description for Crooked Creek is attached hereto as Exhibit "A"; and

WHEREAS, Paragraph 17 of the Original Declaration enables the same to be amended by a vote of not less than seventy-five percent (75%) of the Vote of the Co-Owners in a duly constituted meeting called for such purpose; and

WHEREAS, the Co-Owners desire to adopt certain amendments to the Original Declaration as set forth herein; and

WHEREAS, after notice was duly given, the Annual Meeting of the Co-Owners was held on the 17th day of April, 1997, for the stated purpose of considering and adopting these Amendments to the Original Declaration; and

WHEREAS, at said Annual Meeting, the Owners holding more than seventy-five percent (75%) of the Percentage Vote of the Co-Owners voted to approve these Amendments to the Declaration.

NOW, THEREFORE, the Declaration of Horizontal Property Ownership of the Crooked Creek Condominiums is amended as follows:

10/19/99 03:26PM NANDA MARTIN MARION CTY RECORDER JNW 28.00 PAGES: 9
Inst # 1999-0195292

1. Paragraph 1(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) "Apartment" means one of the one hundred fifty-two (152) living units constituting Crooked Creek Condominiums, Phases I, II, and III, each individual unit being more particularly described and identified on the Plans and in Paragraph 3 and 4 of this Declaration.

2. Paragraph 1(d) of the Declaration is hereby deleted in its entirety and replaced with the following:

(d) "Board of Directors" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws.

Furthermore, the Declaration is amended by replacing the phrase "Board of Managers" (wherever such phrase occurs), with the phrase "Board of Directors".

3. Paragraph 1(e) of the Declaration is hereby deleted in its entirety and replaced with the following:

(e) "Building" means one of the twenty-three (23) buildings on the land in which the Apartments are located. The Buildings are more particularly described and identified in the Plans and in Paragraph 3 of this Declaration.

4. Paragraph 1(n) of the Declaration is hereby deleted in its entirety and replaced with the following:

(n) "Phases of Development" means that the original Declarant (i.e., the developer) of Crooked Creek Condominiums contemplated that the Declaration would establish the first phase of a total condominium development named Crooked Creek Condominiums which would eventually consist of one hundred fifty-two (152) Apartment units, including the fifty-two (52) Apartments within the first phase of development in Buildings 1 through 7. The second phase of development was created and established upon the recording of the "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 23rd day of October, 1973, as Instrument No. 73-68248 whereby Phase II was annexed to the Property, consisting of Buildings 8 through 15 (and the forty-eight (48) Apartments therein) and the Common Areas applicable thereto. The third and final phase of development was created and established upon the recording of the "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 19th day of February, 1974, as Instrument No. 74-8807 whereby Phase III was annexed to the Property, consisting of Buildings 16 through 23 (and the fifty-two (52) Apartments therein) and the Common Areas applicable thereto. As each Supplemental Declaration was recorded, the "Percentage Interest" of the Owner in the Common Areas and the facilities was changed in the manner set forth in the Supplemental Declaration. After Crooked Creek was fully developed, each Owner of each Apartment in the total Association of Owners was, is and shall be entitled to vote the Percentage Interest he or she owns of the undivided interest in

the Common Areas and facilities as such Percentage Interest was changed when the second and third phases were added to Crooked Creek, in all matters pertaining to the Association, including the election of the Board of Directors.

5. Paragraph 1(o) of the Declaration is hereby deleted in its entirety and replaced with the following:

(o) "Plans" means, as for Phase I, the floor plans, building plans of the Buildings and Apartments, and a site plan and elevation survey of the Tract and buildings prepared by Schneider Engineering Corp., certified by John V. Schneider, a registered engineer, under date of June 5, 1973, all of which are incorporated herein by this reference; as for Phases II and III, the floor and building plans of the Buildings and Apartments on the Phase II and III Real Estate, and the height and elevation survey of the Phase II and III Real Estate and the Buildings thereon, all prepared by John V. Schneider under date of September 10, 1973, all of which are incorporated herein by this reference.

6. Paragraph 1(p) of the Declaration is hereby deleted in its entirety and replaced with the following:

(p) "Property" means the Tract and appurtenant easements, the one hundred fifty-two (152) Apartments, the twenty-three (23) Buildings, garages, the clubhouse, swimming pool, tennis courts, improvements, and property of every kind and nature whatsoever, real, personal or mixed, located upon the Tract designated in the Plans as Crooked Creek Condominiums, Phases I, II and III, used in connection with the operation, use and enjoyment of Crooked Creek Condominiums.

7. Paragraph 1(q) of the Declaration is hereby deleted in its entirety and replaced with the following:

(q) "Crooked Creek Condominiums" means the name by which the Property and the horizontal property regime shall be known. The principal address of Crooked Creek Condominiums is its clubhouse located at 8290 Hewlet Drive, Indianapolis, Indiana 46268.

8. Paragraph 1(r) of the Declaration is hereby deleted in its entirety and replaced with the following:

(r) "Tract" means the real estate described in paragraph A above as Crooked Creek Condominiums, Phases I, II, and III.

9. Paragraph 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

3. **Description of Buildings.** There are twenty-three (23) Buildings containing one hundred fifty-two (152) Apartments in Crooked Creek. Of these, fifteen (15) Buildings are type "A" as described in Paragraph 4 hereof, and the remaining eight (8) Buildings are type "B". The type "A" Buildings contain eight (8) Apartments each, while the type "B" Buildings contain four (4) Apartments each. All of the Buildings are two-story structures

without basement, with each Apartment having one (1) exclusive garage space within the Building. All buildings are constructed of wood frame faced with brick veneer and vinyl or aluminum siding. The location of each Building in Crooked Creek and its location with respect to every other Building is shown on the Master Site Plan which is attached as Exhibit B to the original Declaration, and is hereby made a part hereof. The Buildings are identified and referred to in the Plans and in this Declaration as Buildings 1 through 23, inclusive. The Apartments consist of eight (8) basic floor plan types designated by legend on the Plans as Unit Description "F", "GL", "GR", "E", "J", "KL", "KR" and "H".

10. Paragraph 6 of the Declaration is hereby deleted in its entirety and replaced with the following:

6. Description of Limited Common Areas and Facilities. There is reserved for the use of each Apartment unit, to the exclusion of all other Apartments, a patio or balcony, and storage area (if any) immediately adjacent to each Apartment, as shown on Exhibit "C". The fence enclosing a patio shall also constitute Limited Common Area appurtenant to the applicable Apartment. Maintenance of the Limited Common Areas shall be as provided in Paragraph 11 of this Declaration.

11. Paragraph 7 of the Declaration is hereby deleted in its entirety and replaced with the following:

7. Ownership of Common Areas. The Percentage Interest appertaining to each Apartment is set forth in Exhibit "A" hereto. This Percentage shall for all purposes be deemed to be the percentage of value of each separate Apartment and appurtenances thereof in relation to the Crooked Creek Condominiums as a whole. The Percentage Interest appertaining to each separate Apartment in the Common Areas and Limited Common Areas shall remain constant and shall not be altered without the unanimous consent of all the Co-Owners and in full compliance with all requirements of the Indiana Horizontal Property Act.

The original developer of the Crooked Creek Condominiums built and developed the same in three (3) phases with a total of one hundred fifty-two (152) Apartments, together with the Common Areas (including a community building/clubhouse, swimming pool and tennis court) and Limited Common Areas. As the second and third phases were developed and annexed to the Crooked Creek Condominiums, the original developer recorded a Supplemental Declaration. Every Owner, by acceptance of a deed to an Apartment, consented and agreed to the terms set forth in the Supplemental Declaration. After the original developer annexed the second and third phases of development, the Percentage Interests shown on Exhibit "A" hereto became permanent.

12. Paragraph 10(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

(b) Each Apartment Owner shall pay to the Association a Regular Assessment based on the Percentage Interest of each Apartment as it relates to the total Percentage Interests of all Co-Owners as shown on Exhibit "A" hereto. The Regular Assessment shall include the amounts necessary to provide maintenance and repair of the Common Areas and

Limited Common Areas as prescribed in this Declaration, together with the insurance, reserve fund for replacements, maintenance and operation of the swimming pool, community building/clubhouse and other facilities of the Association. The Regular Assessment is more fully described in Article XI of the Association's By-Laws.

13. Paragraph 10(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

(c) **Special Assessments shall be as set forth in Article XI of the Association's By-Laws.**

14. Paragraphs 10(d) and 10(e) of the Declaration are hereby deleted in their entirety and shall be intentionally left blank.

15. Paragraph 10(f) of the Declaration is hereby deleted in its entirety and replaced with the following:

(f) **Regular Assessments shall be collected on a monthly basis with each payment due on or before the first day of the month, unless otherwise directed by the Association's Board of Directors. The payment of Special Assessments shall be in the manner as directed by the Board of Directors.**

16. Paragraph 11 of the Declaration is hereby deleted in its entirety and replaced with the following:

11. **Maintenance, Repairs and Replacements.**

(a) **By the Owner.** Each Owner shall, at his or her expense, be responsible for the maintenance, repairs, decoration and replacement within his or her own Apartment, except as may otherwise be provided herein or in the By-Laws. Each Owner shall repair any defect occurring in his or her Apartment which, if not repaired, might adversely affect any Apartment, Common Area or Limited Common Area. Each Owner shall maintain his or her air conditioning system and garage area. Additionally, each Owner shall be responsible for maintenance and repair of the interior space of the patio area including the storage shed and storage shed door, if any, and patio surface. Also, each Owner shall be responsible for maintenance and repair of the door to the storage area and the wood decking which are part of the balcony adjacent to the Owner's Apartment. If an Owner shall fail or refuse to fulfill his or her obligations under this provision after receiving written notice from the Board of Directors, the Association, acting through the Board of Directors or their designated agent or representative, shall be empowered to perform the same at the Owner's expense. The collection from the Owner of such expenses shall be in the same manner as the collection of the Regular Assessments.

(b) **By the Association.** Except as otherwise stated above in Paragraph 11(a), maintenance, repairs, replacements and upkeep of the Common Areas and Limited Common Areas shall be furnished by the Association as part of the Common Expenses, and shall include the patio fencing (including gates) and fencing around balconies. The Board of

Directors may adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Common Areas. The Board of Directors or their designated agent or representative shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergencies in which case no notice shall be required), to enter into any individual Apartment for the purposes of inspection of the Common Areas and Limited Common Areas appurtenant thereto and replacement, repair and maintenance of the same.

17. Paragraph 15 of the Declaration is hereby amended by deleting the phrase "Article VI of" from the first sentence thereof. All other provisions of Paragraph 15 shall remain unchanged and in full force and effect.

18. Paragraph 16 of the Declaration is hereby deleted in its entirety and replaced with the following:

16. Lease of Apartment by Owner.

(a) Limits of the Number of Leased Apartments. In order to insure that the residents within Crooked Creek share the same proprietary interest in and respect of the Apartments and the Common Areas, no more than thirty-five (35) Apartments may be leased or rented to non-owner occupants at any given time. If at any time such number of Apartments is leased or rented, an Owner who wants to rent or lease his or her Apartment which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Apartment shall immediately notify the Board of Directors or Managing Agent of such fact and that Apartment cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Apartments. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Apartment. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Apartments may be leased or whether the maximum number of Apartments within Crooked Creek is currently being leased. If the maximum number of Apartments is already being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's 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 of Directors. No portion of any Apartment other than the entire Apartment shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, 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 Apartment. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(c) Six Month Waiting Period. In addition to all other provisions of this Paragraph 16, for a period of at least six (6) months after an Owner's acquisition of an Apartment, said Owner cannot lease such Apartment. After such time, said Apartment will be eligible to be leased if all other conditions of this Paragraph 16 are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. In its sole discretion, the Board of Directors may grant exceptions to this Paragraph 16(c) upon an Owner's showing of undue hardship.

(d) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of the Indiana Horizontal Property Act, this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, 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 or her Apartment shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Paragraph. The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the 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 of Directors by the Owner within thirty (30) days after execution.

(f) Violations. Any lease or attempted lease of an Apartment in violation of the provisions of this Paragraph shall be voidable at the election of the Association or any other Owner, except that neither party to such lease may assert this provision of this Paragraph to avoid its obligations thereunder.

(g) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Apartment of an Owner in Crooked Creek who, at the time of recording this provision, is renting or leasing said Apartment to a non-owner occupant, so long as said Owner-landlord delivers a copy of each executed lease which is in effect at that time to the Board of Directors within thirty (30) days after the recording of this document. Such copy may have the rental amount deleted. Failure of such an Owner-landlord to timely deliver a copy of any such lease to the Board shall result in said Owner-landlord's Apartment being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restriction or to any renewals thereof provided in such leases so long as the occupants remain the same.

(h) Institutional Mortgagees. The provisions set forth in this Paragraph shall not apply to any institutional mortgagee of any Apartment which comes into possession of the mortgagee 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.

19. Paragraph 17(d) of the Declaration is hereby deleted in its entirety and replaced with the following:

(d) Any proposed amendment to this Declaration must be approved by a vote of not less than two-thirds (2/3) of the total Percentage Interests of all Co-Owners. In the event any Apartment is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed Amendment in the same manner as an Owner if the Mortgagee has given prior written notice of its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.

20. Paragraph 23 of the Declaration is hereby deleted in its entirety and replaced with the following:

23. Floor Plans. The Plans setting forth the layout, location, identification numbers and dimensions of all the Apartments and the Property are incorporated into this Declaration by reference, and have filed in the Office of the Recorder of Marion County, Indiana on June 22, 1973, as Instrument No. 73-39456 for Phase I; on October 23, 1973, as Instrument No. 73-68248 for Phase II; and on February 19, 1974, as Instrument No. 74-8807 for Phase III.

21. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute a ratification of these amendments, together with the Declaration, the By-Laws, the Articles of Incorporation, and any rules or regulations adopted pursuant thereto, together with all amendments to the foregoing, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Apartment or the Real Estate as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

22. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the amendments of the Declaration as contained herein have been fulfilled and satisfied.

EXECUTED on the 23 day of August, 1999.

10-7-99

JMW

AMENDED AND RESTATED CODE OF BY-LAWS OF
CROOKED CREEK CONDOMINIUMS, INC.

An Indiana Nonprofit Corporation

FILED

OCT 06 1999

PIKE TOWNSHIP
ASSESSOR

19

This Amended and Restated Code of By-Laws of Crooked Creek Condominiums, Inc. was made as of the 17th day of April, 1997.

WITNESSETH THAT:

WHEREAS, the Crooked Creek Horizontal Property Regime located in Marion County, Indiana was originally created and formed pursuant to the Indiana Horizontal Property Act codified at Indiana Code § 32-1-6-1 et seq., as amended, and pursuant to a certain "Declaration of Horizontal Property Ownership-- Crooked Creek Condominiums Horizontal Property Regime," recorded in the Office of the Recorder of Marion County, Indiana, on June 22, 1973, as Instrument No. 73-39456 (hereafter, the "Original Declaration"), to which were attached as an exhibit the Code of By-Laws of Crooked Creek Condominiums, Inc. (hereafter, the "Original By-Laws"), said Original By-Laws being recorded on the same date and under the same Instrument No. 73-39456; and

WHEREAS, the Original Declaration established Phase I of the Crooked Creek horizontal property regime, consisting of Buildings 1 through 7 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, said Original Declaration was supplemented by a "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 23rd day of October, 1973, as Instrument No. 73-68248 whereby Phase II was annexed to the Property, consisting of Buildings 8 through 15 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, said Original Declaration was further supplemented by a "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 19th day of February, 1974, as Instrument No. 74-8807 whereby Phase III was annexed to the Property, consisting of Buildings 16 through 23 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, Section 7.01 of the Original By-Laws enables the By-Laws to be amended by a vote of not less than seventy-five percent (75%) of the Vote of the Co-Owners in a duly constituted meeting called for such purpose; and

WHEREAS, the Co-Owners of Crooked Creek Condominiums, Inc. ("Association") desire to adopt certain amendments to the Code of By-Laws of the Association as set forth herein and to incorporate such amendments into an Amended and Restated Code of By-Laws of the Association; and

WHEREAS, after notice was duly given pursuant to the Original By-Laws, the Annual Meeting of the Co-Owners was held on the 17th day of April, 1997, one of the stated purposes of which was to consider and adopt this Amended and Restated Code of By-Laws of Crooked Creek Condominiums, Inc.; and

WHEREAS, at said Annual Meeting, the Owners holding more than seventy-five percent (75%) of the Percentage Vote of the Co-Owners voted to approve this Amended and Restated Code of By-Laws of the Association.

NOW, THEREFORE, the Original By-Laws are amended and restated as follows:

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**AMENDED AND RESTATED CODE OF BY-LAWS OF
CROOKED CREEK CONDOMINIUMS, INC.**

An Indiana Nonprofit Corporation

ARTICLE I

NAME

Section 1.1. Name. The name of this corporation is Crooked Creek Condominiums, Inc. (hereinafter referred to as "Corporation" or "Association").

ARTICLE II

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Crooked Creek horizontal property regime located in Marion County, Indiana and the administration and conduct of the affairs of the Corporation. These By-Laws shall also constitute the By-Laws of the Corporation.

Section 2.2. Individual Application. Each of the Owners within the Crooked Creek horizontal property regime located in Marion County, Indiana shall automatically and mandatorily be members in the Corporation and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Condominium Units, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the "Declaration of Horizontal Property Ownership—Crooked Creek Condominiums Horizontal Property Regime", said Declaration being recorded in the Marion County Recorder's Office on the 22nd day of June, 1973, as Instrument No. 73-39456 together with all amendments or supplements thereto (collectively referred to as the "Declaration"), the Articles of Incorporation, the rules and regulations of the Corporation and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Condominium Unit or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Horizontal Property Act, and the Indiana Nonprofit Corporation Act of 1991 (the "Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Amended and Restated Articles of Incorporation and this Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Amended and Restated Articles of Incorporation and these Code of By-Laws, and reference is specifically made to Paragraph 1 of the Declaration containing definitions for terms, unless otherwise indicated herein. Further, the term "Unit" as used herein and in the Amended & Restated Articles of Incorporation shall have the same meaning as the term "Apartment" as used and defined in the Declaration.

ARTICLE III

MEETINGS OF CORPORATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Co-Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, and for such other purposes as may be required by the Declaration, these By-Laws, the Articles, or the Act.

Section 3.2. Annual Meeting. The annual meeting for the Co-Owners shall be held on the third Thursday of January, or on another date in January specified by the Board. At each annual meeting, the Co-Owners shall elect the Board of Directors of the Corporation in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Co-Owners may be called by the President, by resolution of the Board of Directors, or upon a written petition of the Owners of not less than ten percent (10%) of the total Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Corporation 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 3.4. Notice and Place of Meetings. All meetings of the Members of the Corporation shall be held at the community's clubhouse or 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 meeting, 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 Corporation to each Member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Co-Owners as part of a newsletter or other publication regularly sent to the Co-Owners constitutes a written notice. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Co-Owners at their respective addresses as the same shall appear upon the records of the Corporation. If an annual or special meeting of Co-Owners is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Act before adjournment. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Corporation to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Corporation with its name and address in accordance with Section 8.1 of these By-Laws. Such Mortgagee may designate in writing a representative to attend the meeting.

Section 3.5. Voting.

(a) Number of Votes. Each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the percentage of ownership in the Common Areas applicable to the Owner's Unit or Units as set forth in Exhibit "A" of the Declaration. The total number of votes for all Co-Owners will be one hundred (100). The total number of votes for or against any matter shall then be divided by the total Percentage Vote to determine the respective proportions of Owners supporting or opposing such matter, or by the number of votes of those Owners who are present or represented at such meeting,

to determine the respective proportions of Owners present or represented at such meeting supporting or opposing such matter. In voting for directors, each Owner (or his or her representative) shall be entitled to cast such number of votes for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Unit, all such persons or entities shall be Members of the Corporation, but all of such persons or entities shall have only such number of votes applicable to the Unit which is equal to the percentage of ownership in the Common Areas applicable to the Owner's Unit as set forth in Exhibit "A" to the Declaration, which votes shall be exercised as they among themselves determine, but in no event shall more than such number of votes be cast with respect to any such Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Corporation stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his or her 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 Secretary of the Corporation prior to the commencement of the meeting. No such proxy shall remain valid for longer than eleven (11) months from the date of its execution, unless a longer term is specified in the proxy.

(e) Quorum. Except where otherwise expressly provided in the Indiana Horizontal Property Act or the Act, the presence of Owners or their duly authorized representatives owning at least thirty-three percent (33%) of the total Percentage Vote shall constitute a quorum at all meetings. Unless otherwise required herein or by the Act, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total Percentage Vote as determined by the applicable provisions set forth in the Declaration, and the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at such meeting at which a quorum is present.

Section 3.6. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Corporation. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(e) hereof.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Corporation 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 calendar year.

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

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by an Owner from those persons eligible to serve. Nominations shall also be sought by the Board through a notice or newsletter to the Owners prior to the annual meeting seeking nominations. All nominations must be in writing and presented to the Secretary of the Corporation at least thirty (30) days prior to the annual meeting. Nominations for the Board of Directors will also be accepted from the Owners attending the annual meeting. Voting for the Board of Directors will be by paper ballot. Because the Owners have different percentage interests and, thus, have different numbers of votes, each Owner must sign his or her 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 or she is entitled for as many nominees as are to be elected; however, no Owner shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation 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 Vote as defined in Section 3.5(e) hereof.

(6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Declaration or assigned by the Board of Directors shall be presented.

(7) Adjournment. Upon completion of all business before the Corporation, the President, upon the motion of any Owner, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Owners for the year.

Section 3.7. Conduct of Special Meeting. The President of the Corporation shall act as Chairman of any special meetings of the Corporation. The Chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Written Ballots. In lieu of any annual or special meeting of the Co-Owners, written ballots may be utilized in the manner prescribed in the Act.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. Board of Directors. The affairs of the Corporation shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of five (5) persons who each own at least one (1) Unit. The number of Directors comprising the Board may be increased by resolution adopted by not less than a majority of the Board of Directors, but said number shall not exceed nine (9). If the number of Directors is ever greater than five (5), said number may be decreased by resolution adopted by not less than a majority of the Board. In no event shall the number of Directors be less than three (3) nor more than nine (9) and no reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the Members according to a procedure established by the Board by resolution.

Section 4.2. 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 single Unit may be represented on the Board of Directors by more than one person at a time.

To be eligible for election to the Board, the Owner must have been current on the payment of Assessments to the Corporation: (1) ninety (90) days prior to the election, and (2) at the time of the election. Also, to be eligible for election to the Board, the nominee must actually reside in Crooked Creek.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Corporation. Each Director shall serve a term of three (3) years. One-third (1/3) of the persons on the Board of Directors shall be elected at each annual meeting of the Corporation. In the event the number of persons on the Board is not divisible by three, the number of Directors' positions available for election at the annual meetings shall be such number as to as closely approximate as possible the one-third requirement. For example, with a Board consisting of five (5) persons, two positions shall be elected at the annual meeting, two for the following annual meeting and one for the next annual meeting. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Co-Owners through a vote of a majority of the remaining Directors. At the first annual meeting of the Co-Owners following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Each Director shall hold office throughout the term of his or her election until his or her successor is elected and qualified. However, no Owner may be elected as a Director by the Co-Owners for more than two (2) consecutive terms.

Section 4.4. Removal of Directors. A Director or Directors elected by the Owners, or elected by the Directors to fill a vacancy, may be removed by the Co-Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

Section 4.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

- (a) Protection, repair and replacement of the Common Areas and Limited Areas; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) Procuring of utilities, removal of garbage and waste if not provided by the municipality, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas;
- (d) Surfacing, paving, and maintaining private streets, driveways, parking areas, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner together with delivery of the notice of the annual meeting of the Owners;
- (h) 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;
- (i) Procuring and maintaining in force all insurance coverage required by the Declaration and the Indiana Horizontal Property Act, as amended;
- (j) Performing such other duties as may be reasonably inferred from the provisions of the Declaration or the Indiana Horizontal Property Act.

Section 4.6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

- (a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed three (3) years, renewable by agreement of the parties for successive one (1) year periods;

- (b) To purchase for the benefit of the Co-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 Co-Owners fire and extended coverage insurance covering the buildings and improvements on the Buildings and the Property to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, the Act, or the Indiana Horizontal Property Act, all as amended, for the benefit of the Owners and the Corporation;
- (d) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;
- (f) To include the costs of all of the above and foregoing as Common Expenses of the Corporation and to pay all of such costs therefrom;
- (g) To open and maintain a bank account or accounts in the name of the Corporation and to designate the signatories thereto;
- (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 provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Limitations on Board Action. The authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00), unless the prior approval of a Majority of Owners (as defined in Section 3.5(e) hereof) is obtained, except in the following cases:

- (a) Supervision and management of the replacement or restoration of any portion of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and
- (b) Proposed contracts and proposed expenditures expressly set forth in the annual budget as approved by the Co-Owners at the annual meeting. However, specific items within the budget need not be approved separately by the Co-Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds are not exceeded and by doing so, the total budget will not be increased; and
- (c) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Co-Owners.

The said Five Thousand Dollar (\$5,000.00) maximum shall automatically be adjusted every five (5) years from the date of recording of these By-Laws to reflect changes in the purchasing power of the dollar, as determined by the most recently published annual GNP Implicit Price deflator or any comparable index.

Section 4.8. Compensation. No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a Majority of Owners as defined in Section 3.5(e) hereof. The Managing Agent, if any, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 4.9. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) 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 as shall be designated in the notice. To the extent provided in the Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 4.10. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing, waive notice of such 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 any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Quorum. At all meetings of the Board, unless the Act or these By-Laws provide otherwise, 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 4.12. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Corporation 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 approved by 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 any such bond shall be a Common Expense.

Section 4.13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Corporation shall be as set forth in the Act, as the same may be amended from time to time.

ARTICLE V

OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Corporation 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 5.2. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. However, no Owner may serve in a specific office for more than two (2) consecutive years. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.5(e) hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. 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 or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Owners or Directors. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Corporation's records, shall perform all other duties incident to the office of the 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 Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come

into possession of the Corporation. He or she shall immediately deposit all funds of the Corporation coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Corporation. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Corporation to the extent appropriate as part of its duties.

Section 5.7. 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 VI

ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 6.1. Right of Entry. An Owner or occupant of a Unit shall be deemed to have granted the right of entry to his Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his or her Unit, the building located therein, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, 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 or entry shall be immediate.

Section 6.2. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Property as the Board may deem desirable, including but not limited to the use of the Common Areas, Limited Areas and Units. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Indemnification of Directors. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended.

Section 7.2. Indemnification of Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended. In addition, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation to the same and fullest extent that directors are indemnified by the Corporation as provided for in the Indiana Nonprofit Corporation Act of 1991, as it now exists or is hereinafter amended.

ARTICLE VIII

NOTICES AND MORTGAGES

Section 8.1. Notice to Corporation. Any Owner who places a first mortgage lien upon his or her Unit or the Mortgagee thereof may notify the Secretary of the Corporation and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws, or the Indiana Horizontal Property Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.2. Notice of Unpaid Assessments. Upon ten (10) days written notice to the Corporation and the payment of a reasonable fee, the Corporation shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Unit, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Unit, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Corporation in favor of any person relying thereon in good faith, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to any lien for any unpaid assessments in excess of the amount set forth in such statement.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 9.2. Personal Interests. Except as permitted under Section 4.8 hereof, no Member of the Corporation shall have or receive any earnings from the Corporation, provided, however, that a Member who is an officer, director, employee, or agent of the Corporation may be reimbursed for expenses incurred on the Corporation's behalf.

Section 9.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer, and at least one other officer of the Corporation.

ARTICLE X

AMENDMENT TO BY-LAWS

Section 10.1. Amendment. These By-Laws may be amended by a vote of two-thirds (2/3) of the total Percentage Vote in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

ARTICLE XI

ASSESSMENTS

Section 11.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Corporation: (1) Regular Assessments; and (2) Special Assessments, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, late fees, costs, reasonable attorney's fees, and any other obligation which may be charged to an Owner pursuant to these By-Laws or the Declaration, shall be a charge on the Unit, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 11.2. Annual Accounting. Annually, within ninety (90) days after the close of the Corporation's fiscal year, the Board of Directors shall cause to be prepared and made available for inspection by each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding year.

Section 11.3. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, 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 together with the notice of said meeting. In preparing the proposed annual budget, the Board of Directors may "round" to the nearest dollar the monthly installments of the Regular Assessments for each group of Units having the same percentage interest. The annual budget shall be submitted to the Co-Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing fiscal year. At the annual meeting of the Co-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 Vote as defined in Section 3.5(e) hereof; provided, however, that in no event shall the annual meeting of the Co-Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended. The failure or delay of the Board of Directors to prepare a budget and furnish a copy thereof to the Co-Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Common Expenses as herein provided, whenever determined, and in the absence of an annual budget, the Owner shall continue to pay the then existing monthly assessment until such new annual budget and monthly assessment is established.

Section 11.4. Regular Assessments. Promptly following the adoption of the annual budget in January, the Board of Directors shall give written notice of the assessment against each respective Unit based on its Percentage Interest (herein called the "Regular Assessment"). The approved budget shall be applied retroactively to the monthly installment which was due on January 1st of that year. The Regular Assessment against each Unit shall be assessed on a fiscal year basis and shall be due and payable in equal monthly installments, in advance, on the first day of each month. Payment of the monthly installments of

the Regular Assessment shall be made to the Board of Directors or the Managing Agent, or otherwise, as directed by the Board of Directors. The Regular Assessment shall automatically become a lien on that Unit on the date it is due and payable.

Section 11.5. Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature or otherwise not anticipated may arise. At such time and with the approval of a Majority of the Owners as defined in Section 3.5(e) hereof at a special meeting called for such purpose, the Board of Directors shall have the full right, power and authority to make and levy special assessments which, upon resolution of the Board of Directors, shall become a lien on each Unit, prorated in accordance with the Percentage Interest of each Unit, payable in a lump sum or installments as directed by the Board of Directors (herein called "Special Assessment").

Section 11.6. Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and Limited Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or Limited Areas, or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular 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 Regular or Special Assessments when due, the lien for such assessment on the Owner's Unit may be foreclosed by the Board for and on behalf of the Corporation as provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) suspend such Owner's right to use the recreational facilities within Crooked Creek as provided in the Indiana Nonprofit Corporation Act of 1991, as amended; and
- (4) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Unit.

Section 11.7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment. Notwithstanding anything contained in this section or elsewhere in the Declaration or these By-Laws, any sale or transfer of a Unit to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provide by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Unit from which it arose).

Section 11.8. Maintenance and Repairs. Consistent with the Declaration, these By-Laws, and rules and regulations or policies adopted by the Board, every Owner shall promptly perform all maintenance, repair and replacement within his or her own Unit and garage area, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance, repairs and replacements include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, heating and air conditioning equipment, doors, windows, light fixtures and all other accessories belonging to the Owner and appurtenant to the Unit, including washing and cleaning of exterior window surfaces of the Unit.

ARTICLE XII

RESTRICTIONS

Section 12.1. Restrictions on Use. The following restrictions on the use and enjoyment of the Units, Common Areas, Limited Areas and the Property shall be applicable to Crooked Creek and are in addition to those set forth in the Declaration. These are as follows:

- (a) All Units shall be used exclusively for residential purposes and the occupancy of a single family. "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, non-commercial basis between its occupants with a common kitchen and dining area.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans.
- (c) Nothing shall be done or kept in any Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No nuisance shall be permitted and no waste shall be committed in the Units, Common Areas or Limited Areas.

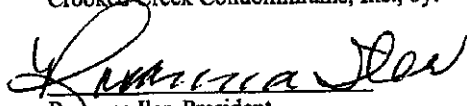
- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or balconies or placed on the outside walls of the Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior consent of the Board.
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas or Limited Areas, except that small dogs, cats or customary household pets may be kept in a Unit; provided that such pet is not kept, bred or, maintained for any commercial purpose, and does not create a nuisance. All pets (including cats) shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his or her pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days' written notice from the Board to the respective Owner.
- (g) Nothing shall be done or permitted in any Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Property or to be a nuisance, annoyance, inconvenience or damage to other tenants of the Building or neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines.
- (h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas or Limited Areas. The Common Areas and Limited Areas shall be kept free and clear of rubbish, debris and other unsightly materials.
- (i) No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property other than home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a Unit. No Unit shall be used or rented for transient, motel or hotel purposes.
- (j) No "For Sale", "For Rent" or "For Lease" signs or other window or advertising display shall be maintained or permitted on any part of the Property or any Unit without the prior consent of the Board.
- (k) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Units, Common Areas and Limited Areas.
- (l) No boats, campers, recreational vehicles, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description shall be

permitted, parked or stored anywhere within the Property, except in areas specially designated therefor by the Board of Directors or completely enclosed within a garage.

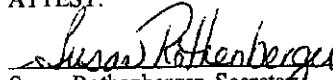
- (m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with the express permission from the Board.
- (n) No Owner shall be allowed to place or cause to be placed any furniture, packages or objects of any kind in the Common Areas or Limited Areas, without the consent of the Board.
- (o) All trash or refuse shall be stored in appropriate containers inside the Unit (including the garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Directors.

IN WITNESS WHEREOF, we, the undersigned, do hereby execute this Amended and Restated Code of By-Laws and certify the truth of the facts herein stated, this 23 day of August, 1999.

Crooked Creek Condominiums, Inc., by:


Rosanna Iler, President

ATTEST:


Susan Rothenberger, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Rosanna Iler and Susan Rothenberger, the President and Secretary, respectively, of Crooked Creek Condominiums, Inc., who acknowledged execution of the foregoing Amended & Restated Code of By-Laws of Crooked Creek Condominiums, Inc. for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 23 day of August, 1999.


Notary Public -- Signature

P. THOMAS MURRAY JR.
Printed

My Commission Expires:

12-20-01
a.crooked.byl

Residence County: MARION

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.



↓ ↓ ↓ ↓ ↓
Cross-Reference: 1973-39456; 1973-68248; 1974-8807; 1999-195292; 1999-195293

APPROVED THIS 21st
DAY OF April 2004

(24)

SECOND AMENDED AND RESTATED CODE OF BY-LAWS OF ~~PIKE TOWNSHIP~~ ASSESSOR

CROOKED CREEK CONDOMINIUMS, INC. DRAFTSMAN Glenn Bady

An Indiana Nonprofit Corporation

This is the Second Amended and Restated Code of By-Laws of Crooked Creek Condominiums, Inc.

WITNESSETH THAT:

WHEREAS, the Crooked Creek Horizontal Property Regime located in Marion County, Indiana was originally created and formed pursuant to the Indiana Horizontal Property Act codified at Indiana Code § 32-1-6-1 et seq., as amended, and pursuant to a certain "Declaration of Horizontal Property Ownership--Crooked Creek Condominiums Horizontal Property Regime," recorded in the Office of the Recorder of Marion County, Indiana, on June 22, 1973, as **Instrument No. 73-39456** (hereafter, the "Original Declaration"), to which were attached as an exhibit the Code of By-Laws of Crooked Creek Condominiums, Inc. (hereafter, the "Original By-Laws"), said Original By-Laws being recorded on the same date and under the same Instrument No. 73-39456; and

WHEREAS, the Original Declaration established Phase I of the Crooked Creek horizontal property regime, consisting of Buildings 1 through 7 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, said Original Declaration was supplemented by a "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 23rd day of October, 1973, as **Instrument No. 73-68248** whereby Phase II was annexed to the Property, consisting of Buildings 8 through 15 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, said Original Declaration was further supplemented by a "Supplemental Declaration of Crooked Creek Condominiums Horizontal Property Regime" recorded in the Marion County Recorder's Office on the 19th day of February, 1974, as **Instrument No. 74-8807** whereby Phase III was annexed to the Property, consisting of Buildings 16 through 23 (and the Apartments therein) and the Common Areas applicable thereto; and

WHEREAS, the Co-Owners approved certain amendments to the Code of By-Laws of Crooked Creek Condominiums, Inc. ("Association"), which amendments were included in the Amended and Restated Code of By-Laws which were filed with the Office of the Recorder of Marion County, Indiana on October 19, 1999, as **Instrument No. 1999-195293**; and

WHEREAS, Section 10.1 of the Amended and Restated By-Laws enables the By-Laws to be amended by a vote of two-thirds (2/3) of the total Percentage Vote in a duly constituted meeting called for such purpose; and

MARION COUNTY RECORDERS
OFFICE
522390 103886
THEY WILL NOT BE HELD
RESPONSIBLE FOR THE
CONTENT OF ANY INSTRUMENT

WHEREAS, the Co-Owners, being members of the Association, desire to adopt further amendments to the By-Laws of the Association and to incorporate such amendments into this Second Amended and Restated Code of By-Laws of the Association; and

WHEREAS, after notice was duly given pursuant to the By-Laws, the Annual Meeting of the Co-Owners was held on the 15th day of January, 2004, one of the stated purposes of which was to consider and adopt certain amendments to the Amended and Restated Code of By-Laws of Crooked Creek Condominiums, Inc.; and

WHEREAS, at said Annual Meeting, the Owners holding more than two-thirds (2/3) of the total Percentage Vote of the Co-Owners voted to approve said additional amendments.

NOW, THEREFORE, the By-Laws of the Association are amended and restated as follows:

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**AMENDED AND RESTATED CODE OF BY-LAWS OF
CROOKED CREEK CONDOMINIUMS, INC.**

An Indiana Nonprofit Corporation

ARTICLE I

NAME

Section 1.1. Name. The name of this corporation is Crooked Creek Condominiums, Inc. (hereinafter referred to as "Corporation" or "Association").

ARTICLE II

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Crooked Creek horizontal property regime located in Marion County, Indiana and the administration and conduct of the affairs of the Corporation. These By-Laws shall also constitute the By-Laws of the Corporation.

Section 2.2. Individual Application. Each of the Owners within the Crooked Creek horizontal property regime located in Marion County, Indiana shall automatically and mandatorily be members in the Corporation and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Condominium Units, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the "Declaration of Horizontal Property Ownership--Crooked Creek Condominiums Horizontal Property Regime", said Declaration being recorded in the Marion County Recorder's Office on the 22nd day of June, 1973, as Instrument No. 73-39456 together with all amendments or supplements thereto (collectively referred to as the "Declaration"), the Articles of Incorporation, the rules and regulations of the Corporation and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Condominium Unit or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Horizontal Property Act, and the Indiana Nonprofit Corporation Act of 1991 (the "Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Amended and Restated Articles of Incorporation and this Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Amended and Restated Articles of Incorporation and these Code of By-Laws, and reference is specifically made to Paragraph 1 of the Declaration containing definitions for terms, unless otherwise indicated herein. Further, the term "Unit" as used herein and in the Amended & Restated Articles of Incorporation shall have the same meaning as the term "Apartment" as used and defined in the Declaration.

ARTICLE III

MEETINGS OF CORPORATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Co-Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, and for such other purposes as may be required by the Declaration, these By-Laws, the Articles, or the Act.

Section 3.2. Annual Meeting. The annual meeting for the Co-Owners shall be held on the third Thursday of January, or on another date in January specified by the Board. At each annual meeting, the Co-Owners shall elect the Board of Directors of the Corporation in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Co-Owners may be called by the President, by resolution of the Board of Directors, or upon a written petition of the Owners of not less than ten percent (10%) of the total Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Corporation 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 3.4. Notice and Place of Meetings. All meetings of the Members of the Corporation shall be held at the community's clubhouse or 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 meeting, 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 Corporation to each Member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Co-Owners as part of a newsletter or other publication regularly sent to the Co-Owners constitutes a written notice. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Co-Owners at their respective addresses as the same shall appear upon the records of the Corporation. If an annual or special meeting of Co-Owners is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Act before adjournment. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Corporation to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Corporation with its name and address in accordance with Section 8.1 of these By-Laws. Such Mortgagee may designate in writing a representative to attend the meeting.

Section 3.5. Voting.

(a) Number of Votes. Each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the percentage of ownership in the Common Areas applicable to the Owner's Unit or Units as set forth in Exhibit "A" of the Declaration. The total number of votes for all Co-Owners will be one hundred (100). The total number of votes for or against any matter shall then be divided by the

total Percentage Vote to determine the respective proportions of Owners supporting or opposing such matter, or by the number of votes of those Owners who are present or represented at such meeting, to determine the respective proportions of Owners present or represented at such meeting supporting or opposing such matter. In voting for directors, each Owner (or his or her representative) shall be entitled to cast such number of votes for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Unit, all such persons or entities shall be Members of the Corporation, but all of such persons or entities shall have only such number of votes applicable to the Unit which is equal to the percentage of ownership in the Common Areas applicable to the Owner's Unit as set forth in Exhibit "A" to the Declaration, which votes shall be exercised as they among themselves determine, but in no event shall more than such number of votes be cast with respect to any such Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Corporation stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his or her 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 Secretary of the Corporation prior to the commencement of the meeting. No such proxy shall remain valid for longer than eleven (11) months from the date of its execution, unless a longer term is specified in the proxy.

(e) Quorum. Except where otherwise expressly provided in the Indiana Horizontal Property Act or the Act, the presence of Owners or their duly authorized representatives owning at least thirty-three percent (33%) of the total Percentage Vote shall constitute a quorum at all meetings. Unless otherwise required herein or by the Act, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total Percentage Vote as determined by the applicable provisions set forth in the

Declaration, and the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at such meeting at which a quorum is present.

Section 3.6. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Corporation. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) **Reading of Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(e) hereof.

(2) **Treasurer's Report.** The Treasurer shall report to the Owners concerning the financial condition of the Corporation 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 calendar year.

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

(4) **Election of Board of Directors.** Nominations for the Board of Directors may be made by an Owner from those persons eligible to serve. Nominations shall also be sought by the Board through a notice or newsletter to the Owners prior to the annual meeting seeking nominations. All nominations must be in writing and presented to the Secretary of the Corporation at least thirty (30) days prior to the annual meeting. Nominations for the Board of Directors will also be accepted from the Owners attending the annual meeting. Voting for the Board of Directors will be by paper ballot. Because the Owners have different percentage interests and, thus, have different numbers of votes, each Owner must sign his or her 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 or she is entitled for as many nominees as are to be elected; however, no Owner shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(5) **Other Business.** Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation 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 Vote as defined in Section 3.5(e) hereof.

(6) **Committee Reports.** Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Declaration or assigned by the Board of Directors shall be presented.

(7) **Adjournment.** Upon completion of all business before the Corporation, the President, upon the motion of any Owner, may adjourn the meeting; provided, however,

that no annual meeting shall be adjourned until a budget is approved by the Owners for the year.

Section 3.7. Conduct of Special Meeting. The President of the Corporation shall act as Chairman of any special meetings of the Corporation. The Chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Written Ballots. In lieu of any annual or special meeting of the Co-Owners, written ballots may be utilized in the manner prescribed in the Act.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. Board of Directors. The affairs of the Corporation shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of five (5) persons who each own at least one (1) Unit. The number of Directors comprising the Board may be increased by resolution adopted by not less than a majority of the Board of Directors, but said number shall not exceed nine (9). If the number of Directors is ever greater than five (5), said number may be decreased by resolution adopted by not less than a majority of the Board. In no event shall the number of Directors be less than three (3) nor more than nine (9) and no reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the Members according to a procedure established by the Board by resolution.

Section 4.2. 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 single Unit may be represented on the Board of Directors by more than one person at a time.

To be eligible for election to the Board, the Owner must have been current on the payment of Assessments to the Corporation: (1) ninety (90) days prior to the election, and (2) at the time of the election. Also, to be eligible for election to the Board, the nominee must actually reside in Crooked Creek.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Corporation. Each Director shall serve a term of three (3) years. One-third (1/3) of the persons on the Board of Directors shall be elected at each annual meeting of the Corporation. In the event the number of persons on the Board is not divisible by three, the number of Directors' positions available for election at the annual meetings shall be such number as to as closely approximate as possible the one-third requirement. For example, with a Board consisting of five (5) persons, two positions shall be elected at the annual meeting, two for the following annual meeting and one for the next annual meeting. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be

filled until the next annual meeting of the Co-Owners through a vote of a majority of the remaining Directors. At the first annual meeting of the Co-Owners following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Each Director shall hold office throughout the term of his or her election until his or her successor is elected and qualified. However, no Owner may be elected as a Director by the Co-Owners for more than two (2) consecutive terms.

Section 4.4. Removal of Directors. A Director or Directors elected by the Owners, or elected by the Directors to fill a vacancy, may be removed by the Co-Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

Section 4.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

- (a) Protection, repair and replacement of the Common Areas and Limited Areas; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) Procuring of utilities, removal of garbage and waste if not provided by the municipality, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas;
- (d) Surfacing, paving, and maintaining private streets, driveways, parking areas, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner together with delivery of the notice of the annual meeting of the Owners;

- (h) 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;
- (i) Procuring and maintaining in force all insurance coverage required by the Declaration and the Indiana Horizontal Property Act, as amended;
- (j) Performing such other duties as may be reasonably inferred from the provisions of the Declaration or the Indiana Horizontal Property Act.

Section 4.6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

- (a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed three (3) years, renewable by agreement of the parties for successive one (1) year periods;
- (b) To purchase for the benefit of the Co-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 Co-Owners fire and extended coverage insurance covering the buildings and improvements on the Buildings and the Property to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, the Act, or the Indiana Horizontal Property Act, all as amended, for the benefit of the Owners and the Corporation;
- (d) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;
- (e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;
- (f) To include the costs of all of the above and foregoing as Common Expenses of the Corporation and to pay all of such costs therefrom;
- (g) To open and maintain a bank account or accounts in the name of the Corporation and to designate the signatories thereto;

(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 provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Limitations on Board Action. The authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00), unless the prior approval of a Majority of Owners (as defined in Section 3.5(e) hereof) is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,

(b) Proposed contracts and proposed expenditures expressly set forth in the annual budget as approved by the Co-Owners at the annual meeting. However, specific items within the budget need not be approved separately by the Co-Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds are not exceeded and by doing so, the total budget will not be increased; and

(c) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Co-Owners.

The said Five Thousand Dollar (\$5,000.00) maximum shall automatically be adjusted every five (5) years from the date of recording of these By-Laws to reflect changes in the purchasing power of the dollar, as determined by the most recently published annual GNP Implicit Price deflator or any comparable index.

Section 4.8. Compensation. No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a Majority of Owners as defined in Section 3.5(e) hereof. The Managing Agent, if any, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 4.9. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) 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 as shall be designated in the notice. To the extent provided in the Act, a Director may conduct or participate in a regular or

special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 4.10. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing, waive notice of such 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 any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Quorum. At all meetings of the Board, unless the Act or these By-Laws provide otherwise, 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 4.12. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Corporation 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 approved by 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 any such bond shall be a Common Expense.

Section 4.13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Corporation shall be as set forth in the Act, as the same may be amended from time to time.

ARTICLE V

OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Corporation 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 5.2. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed

by the Board of Directors. However, no Owner may serve in a specific office for more than two (2) consecutive years. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.5(e) hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. 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 or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Owners or Directors. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Corporation's records, shall perform all other duties incident to the office of the 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 Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Corporation. He or she shall immediately deposit all funds of the Corporation coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Corporation. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Corporation to the extent appropriate as part of its duties.

Section 5.7. 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 VI

ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 6.1. Right of Entry. An Owner or occupant of a Unit shall be deemed to have granted the right of entry to his Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his or her Unit, the building located therein, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, 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 or entry shall be immediate.

Section 6.2. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Property as the Board may deem desirable, including but not limited to the use of the Common Areas, Limited Areas and Units. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Indemnification of Directors. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended.

Section 7.2. Indemnification of Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended. In addition, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation to the same and fullest extent that directors are indemnified by the Corporation as provided for in the Indiana Nonprofit Corporation Act of 1991, as it now exists or is hereinafter amended.

ARTICLE VIII

NOTICES AND MORTGAGES

Section 8.1. Notice to Corporation. Any Owner who places a first mortgage lien upon his or her Unit or the Mortgagee thereof may notify the Secretary of the Corporation and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws, or the Indiana Horizontal Property Act shall be deemed effectively given if mailed to

such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.2. Notice of Unpaid Assessments. Upon ten (10) days written notice to the Corporation and the payment of a reasonable fee, the Corporation shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Unit, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Unit, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Corporation in favor of any person relying thereon in good faith, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to any lien for any unpaid assessments in excess of the amount set forth in such statement.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 9.2. Personal Interests. Except as permitted under Section 4.8 hereof, no Member of the Corporation shall have or receive any earnings from the Corporation; provided, however, that a Member who is an officer, director, employee, or agent of the Corporation may be reimbursed for expenses incurred on the Corporation's behalf.

Section 9.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer, and at least one other officer of the Corporation.

ARTICLE X

AMENDMENT TO BY-LAWS

Section 10.1. Amendment. These By-Laws may be amended by a vote of two-thirds (2/3) of the total Percentage Vote in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

ARTICLE XI

ASSESSMENTS

Section 11.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Corporation: (1) Regular Assessments; and (2) Special Assessments, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, late fees, costs, reasonable attorney's fees, and any other obligation which may be charged to an Owner pursuant to these By-Laws or the Declaration, shall be a charge on the Unit, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 11.2. Annual Accounting. Annually, within ninety (90) days after the close of the Corporation's fiscal year, the Board of Directors shall cause to be prepared and made available for inspection by each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding year.

Section 11.3. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, 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 together with the notice of said meeting. In preparing the proposed annual budget, the Board of Directors may "round" to the nearest dollar the monthly installments of the Regular Assessments for each group of Units having the same percentage interest. The annual budget shall be submitted to the Co-Owners at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing fiscal year. At the annual meeting of the Co-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 Vote as defined in Section 3.5(e) hereof; provided, however, that in no event shall the annual meeting of the Co-Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended. The failure or delay of the Board of Directors to prepare a budget and furnish a copy thereof to the Co-Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Common Expenses as herein provided, whenever determined, and in the absence of an annual budget, the Owner shall continue to pay the then existing monthly assessment until such new annual budget and monthly assessment is established.

Section 11.4. Regular Assessments. Promptly following the adoption of the annual budget in January, the Board of Directors shall give written notice of the assessment against each respective Unit based on its Percentage Interest (herein called the "Regular Assessment"). The approved budget shall be applied retroactively to the monthly installment which was due on January 1st of that year. The Regular Assessment against each Unit shall be assessed on a fiscal year basis and shall be due and payable in equal monthly installments, in advance, on the first day of each month. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, or otherwise, as directed by the Board of Directors. The Regular Assessment shall automatically become a lien on that Unit on the date it is due and payable.

Section 11.5. Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature or otherwise not anticipated may arise. At such time and with the approval of a

Majority of the Owners as defined in Section 3.5(e) hereof at a special meeting called for such purpose, the Board of Directors shall have the full right, power and authority to make and levy special assessments which, upon resolution of the Board of Directors, shall become a lien on each Unit, prorated in accordance with the Percentage Interest of each Unit, payable in a lump sum or installments as directed by the Board of Directors (herein called "Special Assessment").

Section 11.6. Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and Limited Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or Limited Areas, or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular 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 Regular or Special Assessments when due, the lien for such assessment on the Owner's Unit may be foreclosed by the Board for and on behalf of the Corporation as provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) suspend such Owner's right to use the recreational facilities within Crooked Creek as provided in the Indiana Nonprofit Corporation Act of 1991, as amended; and
- (4) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Unit.

Section 11.7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment. Notwithstanding anything contained in this section or elsewhere in the

Declaration or these By-Laws, any sale or transfer of a Unit to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provide by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Unit from which it arose).

Section 11.8. Maintenance and Repairs. Consistent with the Declaration, these By-Laws, and rules and regulations or policies adopted by the Board, every Owner shall promptly perform all maintenance, repair and replacement within his or her own Unit and garage area, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance, repairs and replacements include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, heating and air conditioning equipment, doors, windows, light fixtures and all other accessories belonging to the Owner and appurtenant to the Unit, including washing and cleaning of exterior window surfaces of the Unit.

ARTICLE XII

RESTRICTIONS

Section 12.1. Restrictions on Use. The following restrictions on the use and enjoyment of the Units, Common Areas, Limited Areas and the Property shall be applicable to Crooked Creek and are in addition to those set forth in the Declaration. These are as follows:

- (a) All Units shall be used exclusively for residential purposes and the occupancy of a single family. "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, non-commercial basis between its occupants with a common kitchen and dining area.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans.
- (c) Nothing shall be done or kept in any Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No nuisance shall be permitted and no waste shall be committed in the Units, Common Areas or Limited Areas.

- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or balconies or placed on the outside walls of the Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior consent of the Board.
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas or Limited Areas, except that small dogs, cats or customary household pets may be kept in a Unit; provided that such pet is not kept, bred or, maintained for any commercial purpose, and does not create a nuisance. All pets (including cats) shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his or her pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days' written notice from the Board to the respective Owner.
- (g) Nothing shall be done or permitted in any Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Property or to be a nuisance, annoyance, inconvenience or damage to other tenants of the Building or neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines.
- (h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas or Limited Areas. The Common Areas and Limited Areas shall be kept free and clear of rubbish, debris and other unsightly materials.
- (i) No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property other than home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a Unit. No Unit shall be used or rented for transient, motel or hotel purposes.
- (j) No "For Sale", "For Rent" or "For Lease" signs or other window or advertising display shall be maintained or permitted on any part of the Property or any Unit without the prior consent of the Board.
- (k) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board

governing the operation, use and enjoyment of the Units, Common Areas and Limited Areas.

- (l) No boats, campers, recreational vehicles, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description shall be permitted, parked or stored anywhere within the Property, except in areas specially designated therefor by the Board of Directors or completely enclosed within a garage.
- (m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with the express permission from the Board.
- (n) No Owner shall be allowed to place or cause to be placed any furniture, packages or objects of any kind in the Common Areas or Limited Areas, without the consent of the Board.
- (o) All trash or refuse shall be stored in appropriate containers inside the Unit (including the garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Directors.
- (p) The vehicle restrictions set forth below shall apply to all motor vehicles within Crooked Creek. Thus, the restrictions apply to vehicles belonging to any Owner or tenant, their family, other residents, their guests or invitees, or any other person. Parking or storage of motor vehicles within Crooked Creek is only allowed in the following two areas:
 - (1) completely within the Owner's garage, or
 - (2) within portions of the Common Areas designated by the Board of Directors for such purpose.

That means that parking is NOT ALLOWED in the following areas within Crooked Creek:

- within any Fire Lane as designated by local or Indiana law or by appropriate fire officials.
- within any posted "No Parking" area.
- on any grassy area, sidewalk or other unpaved Common Area.
- within any right-of-way or other roadway.
- within twenty feet (20') of any intersection.
- any parking which blocks any garage door, including the garage door of the vehicle owner's unit.

Additionally, the following vehicle restrictions are applicable in Crooked Creek:

No parking is allowed for any vehicle which has an expired license plate or expired registration.

No parking is allowed for any junk or derelict vehicle.

No parking is allowed for any vehicle which is inoperable or which does not otherwise qualify (as defined by law) to be driven on public streets ("city" streets).

No vehicle can be parked or otherwise operated within any portion of the Common Area contrary to state or local law.

Long term vehicle storage is not allowed except if wholly enclosed within an Owner's garage.

Common Area parking is ONLY reserved for passenger automobiles, vans, and light-duty trucks. Light-duty trucks are defined as having a maximum load capacity of three-quarters (3/4) of a ton or less.

No recreational vehicles, buses, mobile homes, boats or other watercraft, motorcycles, bicycles, trailers, campers, commercial or business trucks or vans, storage containers, or any other property may be parked or otherwise placed in any Common Area or other designated parking area. This restriction does not forbid storage wholly within an Owner's garage.

No parking is allowed except while residing in or visiting an Owner's unit. No Owner or resident shall allow any non-resident to store any vehicle in any Common Area nor will any Owner or resident store vehicles for non-residents.

No parking or other vehicle operation is allowed within any Common Area other than by passenger automobiles, vans, motorcycles and light-duty trucks except with the express written permission of the Board of Directors. However, short term usage while moving in or out of an Owner's unit and short term delivery usage are permissible.

No parking, even for short periods of time, is allowed for mechanical work within any Common Area. No mechanical work is to be done within any Common Area. No mechanical work is to be done within an Owner's garage which creates safety, odor or noise problems.

No vehicle or other stored property will be placed in an Owner's garage in such manner that the garage door cannot be fully closed at all times.

No vehicle can be parked within Common Area which is leaking fluids. No vehicle or other property will be parked or otherwise stored within any Owner's garage which creates a fire or other safety hazard.

No vehicle is permitted within Crooked Creek which creates excessive noise.

No vehicle can be operated within any Common Area for retail or other commercial purposes except as expressly approved in writing by the Board of Directors. This restriction does not forbid short term mechanical or other contractor usage so long as not parked overnight in any Common Area.

The Board of Directors shall be empowered to adopt additional Rules and Regulations concerning vehicles as it deems appropriate.

ANY VEHICLE WHICH VIOLATES ANY OF THE ABOVE RESTRICTIONS IS SUBJECT TO IMMEDIATE REMOVAL WITHOUT NOTICE. THE VEHICLE'S OWNER SHALL BEAR THE FULL COST AND EXPENSE OF REMOVAL AND STORAGE PLUS ANY OTHER REASONABLE ADMINISTRATIVE AND/OR LEGAL FEES INCURRED BY THE CORPORATION. ANY TOWING SHALL BE AT THE RISK OF THE VEHICLE'S OWNER.

- (q) Any Owner or resident in violation of the provisions of the Declaration or these By-Laws will be notified in writing of said violation. This notice shall state the nature of the violation, the necessary remedy and a date by which the remedy is to be completed. If the violation(s) is not corrected by said date, the Corporation, acting through the Board of Directors, may hire an appropriate contractor to effect said remedy. In addition, for any violation which continues after the date in the notice, the Owner shall also be liable for any costs or fees incurred by the Corporation to its Managing Agent, its attorney, or others, regardless of whether the Corporation institutes legal action. These remedies are in addition to any other remedies available to the Corporation.
- (r) Except to the extent covered by the Corporation's insurance policy, each Owner is responsible for all damages to neighboring Units, Common Areas and any other areas of Crooked Creek which result from leakage of water, gas or other substances from that Owner's Unit.
- (s) Except to the extent covered by the Corporation's insurance policy, each Owner is responsible for all damages to neighboring Units, Common Areas and any other areas of Crooked Creek which result from storage or operation of that Owner's vehicle(s) within that Owner's Unit and/or within any other portion of Crooked Creek.
- (t) Except to the extent covered by the Corporation's insurance policy, each Owner is responsible for all damages to neighboring Units, Common Areas and any other areas of Crooked Creek which result from that Owner's pets.

