

PLAT

Instrument Number

Subdivision (A) Fletcher at Pine

Legal Description A part of Lots 130, 131, 132 in  
Fletcher, Stone, With, Taylor, and Hoyt's subdivision

Owner Meister Dev Group Inc

Cross Reference

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DMD/VOID STAMP ✓  
LAND SURVEYOR ✓  
TOWNSHIP ✓  
AUDITOR ✓  
NOTARY ✓

Declaration

\_\_\_\_\_

Other

\_\_\_\_\_  
\_\_\_\_\_

Township Center

Microfilm:  
8 copies  
1 blow up

Pick Up:

Bob Meister  
(813) 988-1111

01/28/72 01:00PM MARION MARION CITY RECORDER  
Inst # 1993-0078771

1993 03:20 PAGE 3 4





ASSAULT NORTH  
SCALE: 1" = 4'-0"

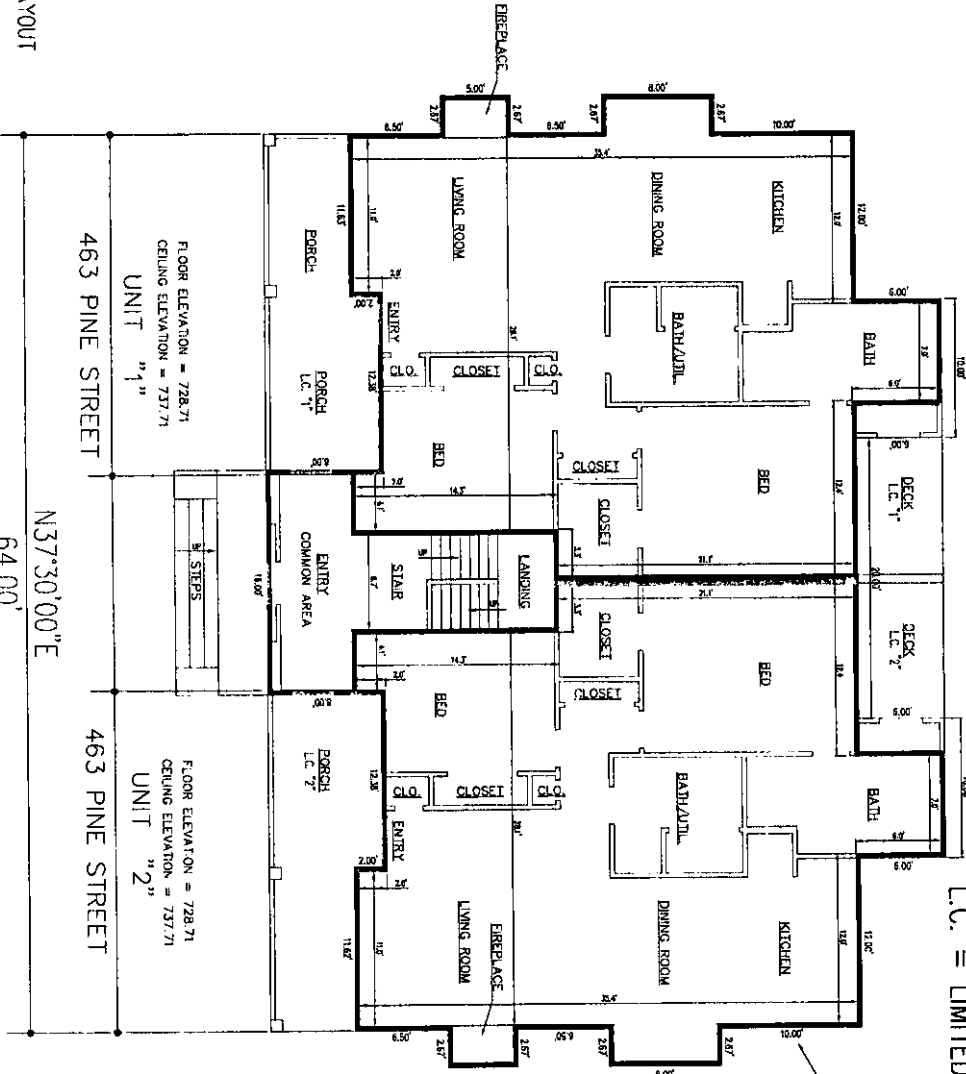


45° 10' 87.71"

FLETCHER AT PINE  
HORIZONTAL PROPERTY REGIME

L.C. = LIMITED COMMON AREA

INDICATES FOUNDATION DIMENSIONS



NOTE:

WITHIN FLOOR PLAN  
SHOWS ORIGINAL LAYOUT  
OF UNITS

INTERIOR LAYOUT OF  
CONDOMINIUM UNIT  
FOR REFERENCE ONLY

463 PINE STREET

64.00'

N37°30'00"E

463 PINE STREET

FIRST FLOOR PLAN

(LOWER LEVEL)

45° 10' 87.71"



**The Schneider Corporation**

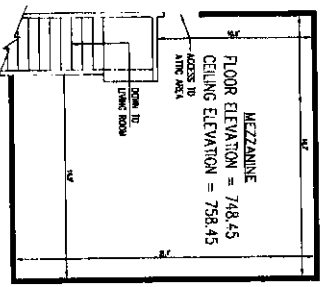
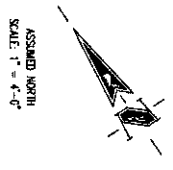
200 North Pine Road  
Plymouth, Michigan 48170  
313-487-1111  
313-487-1112 Fax

GENERAL DEVELOPMENT GROUP, INC.  
FLETCHER AT PINE  
ANN ARBOR, MICHIGAN

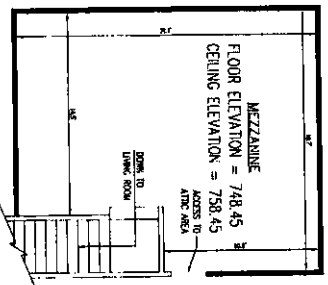
DATE: JUNE 28, 2000  
PROJECT: FLOOR PLAN  
SHEET NO. 3



DATE: 6/28/00  
PROJECT: FLOOR PLAN  
SHEET NO. 3



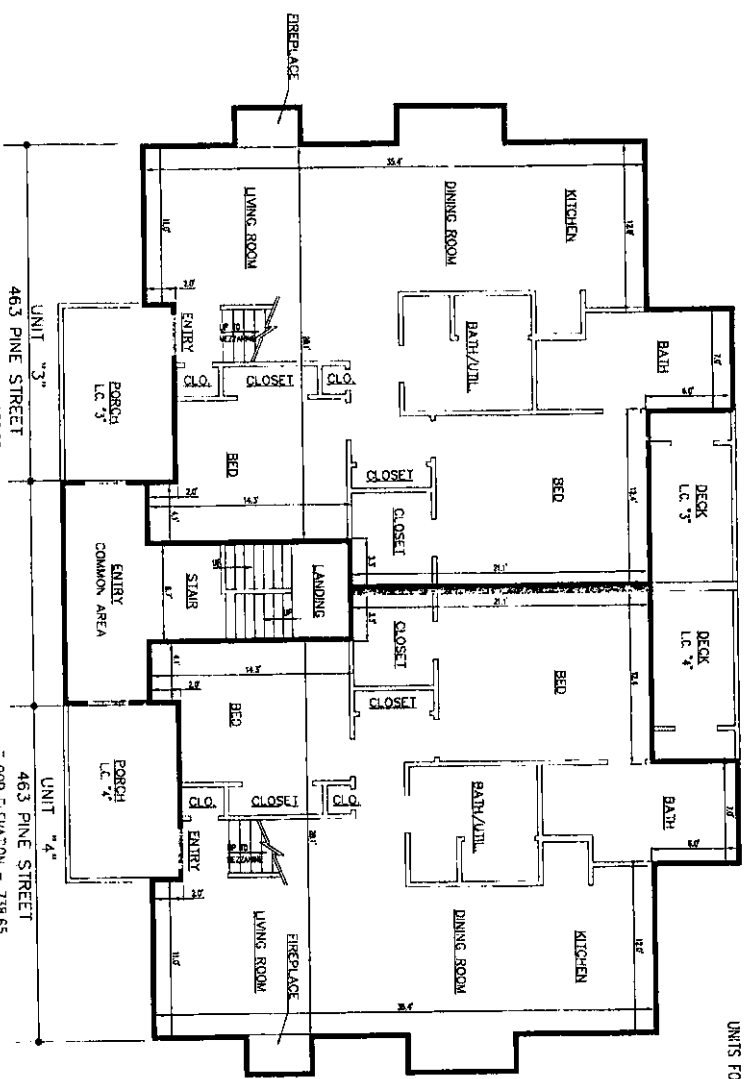
**MEZZANINE UNIT 3**



**MEZZANINE UNIT 4**

7:078771 **FLETCHER AT PINE**  
**HORIZONTAL PROPERTY REGIME**  
 L.C. - LIMITED COMMON AREA

NOTE:  
 WITHIN FLOOR PLAN SHOWS ORIGINAL LAYOUT OF UNITS INTERIOR LAYOUT OF CONDOMINIUM UNITS FOR REFERENCE ONLY



UNIT "3"  
 463 PINE STREET  
 FLOOR ELEVATION = 738.55  
 CEILING ELEVATION = 747.73

UNIT "4"  
 463 PINE STREET  
 FLOOR ELEVATION = 738.65  
 CEILING ELEVATION = 747.73

**SECOND FLOOR PLAN**  
 (UPPER LEVEL)

7:078771



**The Schneider Corporation**  
 2801 South York Road, Suite 100  
 Alexandria, Virginia 22304  
 Telephone: (703) 461-1111  
 Fax: (703) 461-1112  
 E-mail: info@schneidercorp.com

7/24/73  
 7/24/73  
 7/24/73

UNIT 3  
 UNIT 4  
 UNIT 5

Project: Schneider Corporation, City of Alexandria, Virginia, Unit 3, Unit 4  
 ARCHITECT: SCHNEIDER CORPORATION  
 FLETCHER AT PINE  
 DEVELOPER: VERITAS

**FLOOR PLAN**

DATE: JUNE 28, 2006  
 DRAWN: EDO  
 CHECKED: [Signature]  
 SCALE: AS SHOWN

DATE	PROJECT NO.	SCALE	REVISION
JUNE 28, 2006	1206-020	AS SHOWN	
COMPILED BY	DATE	BY	REVISION
[Signature]			

NOTICE OF  
INDIANAPOLIS HISTORIC PRESERVATION COMMISSION JURISDICTION

10

All properties located within the area roughly bounded by Virginia Avenue & East Street on the west, Louisiana Street on the north, 1-65 on the east, and McCarty Street on the south, as shown on map attached hereto as "Exhibit A" are within the boundaries of the Fletcher Place Historic District. The Fletcher Place Historic District is a locally designated historic preservation district. The Fletcher Place Historic District was designated as a historic preservation district pursuant to Indiana Code 36-7-11.1 and is subject to the Fletcher Place Historic Preservation Plan. As a result, the properties located within the above-described boundaries are subject to the jurisdiction and requirements of the Indianapolis Historic Preservation Commission (hereafter referred to as Commission) with regard to any construction, reconstruction, alteration, or demolition of a structure or feature. The details of these requirements as well as what is considered appropriate are outlined in the Fletcher Place Historic Preservation Plan, which is available from the Commission office. Commission approval must be obtained before certain types of work are undertaken on a property in a locally designated historic district, as outlined in the Policies of the Commission. The process for approval begins when an individual applies for a Certificate of Appropriateness and pays any applicable fees. The length of the approval process is dependent on both the scope of work and whether it requires staff, hearing officer, or Commission approval. Any questions regarding the kinds of work that require a Certificate of Appropriateness or the approval process should be addressed to the staff of the Commission.

This instrument was prepared by:

  
David L. Baker, Administrator, Indianapolis Historic Preservation Commission

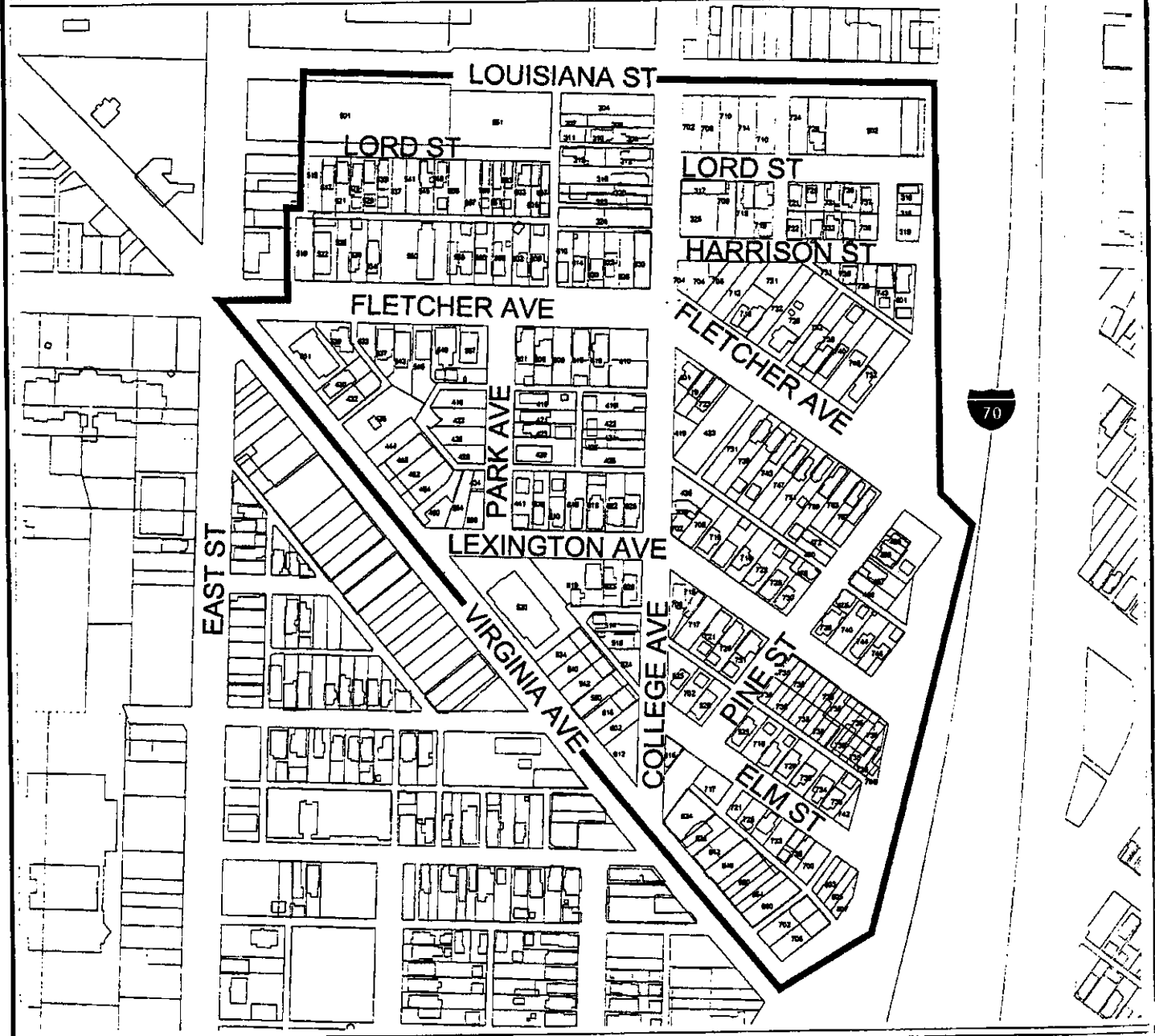
STATE OF INDIANA, COUNTY OF MARION, SS:

Subscribed and sworn to before me this 10th day of February, 2003.  
Notary Public Amy L. Bear  
My Commission expires 2/16 Amy L. Bear, 2006.  
I am resident of Marion County.

02/10/03 12:02PM MARION COUNTY RECORDER  
Inst # 2003-0030473  
CAM 28.00 PAGE 1 10

# The Fletcher Place Historic District

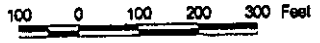
## Marion County, Indiana



Indianapolis Historic  
Preservation Commission

EXHIBIT "A"

This map does not represent a legal document, it is intended to serve as an aid in graphic representation only. Information shown on this map is not warranted for accuracy or merchantability.



May 22, 2001

Produced By: The GIS Section

Data Source: The City of Indianapolis  
Geographic Information Systems



Fletcher\_Place

	A	B	C	D	E	F	G	H	I
	Parcel No	St Num	St Dir	St Name	St Suff	Legal1	Legal2	Legal3	Legal4
1	1072262	615	S	COLLEGE	AV	FLETCHERS ET AL SUB	L326 OL97		
2	1012458	717		ELM	ST	FLETCHERS ET AL SUB	L324 & L325 OL97 &	EX 27FT SE SIDE L323	
3	1083407	721		ELM	ST	FLETCHERS ET AL SUB	27FT SE SIDE L323 OL97		
4	1011260	725		ELM	ST	FLETCHERS ET AL SUB	L322 OL97		
5	1005863	729		ELM	ST	FLETCHERS ET AL SUB	38.5FT NW SIDE L321 OL97		
6	1005864	733		ELM	ST	FLETCHERS ET AL SUB	EX 8FT S SIDE L320 &	1FT S SIDE L321 OL97	
7	1070229	735		ELM	ST	FLETCHERS ET AL SUB	16FT NW SIDE L319 &	8FT SE SIDE L320 OL97	
8	1032371	739		ELM	ST	FLETCHERS ET AL SUB	24FT SE SIDE L319 OL97		
9	1053930	700		ELM	ST	FLETCHERS ET AL SUB	L318 OL97		
10	1051244	801		ELM	ST	FLETCHERS ET AL SUB	16.5FT NL X 17.05FT SL	N SIDE L317 OL97	
11	1054267	803		ELM	ST	FLETCHERS ET AL SUB	22FT ON ELM ST W OF 1.5FT	E SIDE L317 OL97	
12	1074353	805		ELM	ST	FLETCHERS ET AL SUB	1.5FT NL E SIDE L317 &	17.5FT NL 20.47FT SL	W SIDE L316 OL97
13	1074832	807		ELM	ST	FLETCHERS ET AL SUB	EL 21.33FT WL 11.06FT SL	104.66FT NL L316 OL97 EX	22.5FT X 50FT N END
14	1099035	800		ELM	ST	ROUTERS SUB L1 THRU L6 &	FLETCHERS ET AL SUB L312	THRU L315, L337 THRU L344	ALSO TRI TR SE COR L316 &
15	1074960	708		VIRGINIA	AV	FLETCHERS ET AL SUB	L336 OL97		
16	1074959	702		VIRGINIA	AV	FLETCHERS ET AL SUB	L335 OL97		
17	1056670	660		VIRGINIA	AV	FLETCHERS ET AL SUB	L334 OL97		
18	1056673	654		VIRGINIA	AV	FLETCHERS ET AL SUB	S1/2 L333 OL97		
19	1011892	660		VIRGINIA	AV	FLETCHERS ET AL SUB	NW1/2 L333 OL97		
20	1035921	650		VIRGINIA	AV	FLETCHERS ET AL SUB	FRONT X 20FT 2.5IN REAR	E SIDE L332 OL97	
21	1035922	660		VIRGINIA	AV	FLETCHERS ET AL SUB	W1/2 L332 OL97		
22	1056671	646		VIRGINIA	AV	FLETCHERS ET AL SUB	L331 OL97		
23	1020221	642		VIRGINIA	AV	FLETCHERS ET AL SUB	L330 OL97		
24	1020462	638		VIRGINIA	AV	FLETCHERS ET AL SUB	L329 OL97		
25	1083246	634		VIRGINIA	AV	FLETCHERS ET AL SUB	L327 & L328 OL97		
26	1102651	455	S	PINE	ST	FLETCHER AT PINE HPR UNIT1 & 25% INT COMMON AREA			
27	1102652	455	S	PINE	ST	FLETCHER AT PINE HPR UNIT2 & 25% INT COMMON AREA			
28	1102653	455	S	PINE	ST	FLETCHER AT PINE HPR UNIT3 & 25% INT COMMON AREA			
29	1102654	455	S	PINE	ST	FLETCHER AT PINE HPR UNIT4 & 25% INT COMMON AREA			
30	1013911	467	S	PINE	ST	FLETCHERS ET AL SUB	12FT X 30FT NE COR		
31	1040599	469	S	PINE	ST	FLETCHERS ET AL SUB	12FT X 32FT SW FT L131	ALSO 80FT X 30FT NE COR	
32	1042867	748		LEXINGTON	AV	FLETCHERS ET AL SUB	L153 OL96	OF 32FT SW COR L131	
33	1006207	744		LEXINGTON	AV	FLETCHERS ET AL SUB	L152 OL96	& 32FT S END L132 OL96	
34	1052823	740		LEXINGTON	AV	FLETCHERS ET AL SUB	L151 OL96		
35	1079332	475	S	PINE	ST	FLETCHERS ET AL SUB	41.5FT N END L150 OL96		



Fletcher\_Place

	A	B	C	D	E	F	G	H	I
	Parcel No	St Num	St Dir	St Name	St Suf	Legal1	Legal2	Legal3	Legal4
1	1071669	736		LEXINGTON	AV	FLETCHERS ET AL SUB	78.5FT SW END L150 OL96		
37	1044765			MASTER CARD		UNION LAUNDRY LOFTS HPR	COMMON AREA WITHIN	PERIMETER OF PLAT	81-103-44-1 THRU
38	1101563	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #1 & 3.7037% INT	COMMON AREA	
39	1101564	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #3 & 3.7037% INT	COMMON AREA	
40	1101565	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #4 & 3.7037% INT	COMMON AREA	
41	1101566	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #5 & 3.7037% INT	COMMON AREA	
42	1101567	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #6 & 3.7037% INT	COMMON AREA	
43	1101568	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #7 & 3.7037% INT	COMMON AREA	
44	1101569	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #8 & 3.7037% INT	COMMON AREA	
45	1101570	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #9 & 3.7037% INT	COMMON AREA	
46	1101571	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #10 & 3.7037% INT	COMMON AREA	
47	1101572	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #11 & 3.7037% INT	COMMON AREA	
48	1101573	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #12 & 3.7037% INT	COMMON AREA	
49	1101574	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #14 & 3.7037% INT	COMMON AREA	
50	1101575	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #15 & 3.7037% INT	COMMON AREA	
51	1101576	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #16 & 3.7037% INT	COMMON AREA	
52	1101577	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #17 & 3.7037% INT	COMMON AREA	
53	1101578	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #18 & 3.7037% INT	COMMON AREA	
54	1101579	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #19 & 3.7037% INT	COMMON AREA	
55	1101580	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #20 & 3.7037% INT	COMMON AREA	
56	1101581	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #21 & 3.7037% INT	COMMON AREA	
57	1101582	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #22 & 3.7037% INT	COMMON AREA	
58	1101583	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #24 & 3.7037% INT	COMMON AREA	
59	1101584	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #25 & 3.7037% INT	COMMON AREA	
60	1101585	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #26 & 3.7037% INT	COMMON AREA	
61	1101586	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #27 & 3.7037% INT	COMMON AREA	
62	1101587	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #28 & 3.7037% INT	COMMON AREA	
63	1101588	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #30 & 3.7037% INT	COMMON AREA	
64	1101589	735		LEXINGTON	AV	UNION LAUNDRY LOFTS HPR	UNIT #30 & 3.7037% INT	COMMON AREA	
65	1032980	765		LEXINGTON	AV	FLETCHERS ET AL SUB	TRI TR 55.27FT X 27.10FT	SW COR L221 OL97	
66	1036790	742		ELM	ST	FLETCHERS ET AL SUB	EX 40FT NL X 100FT EL	TRI TR L244 OL97	
67	1057420	738		ELM	ST	FLETCHERS ET AL SUB	L243 OL97		
68	1067243	734		ELM	ST	FLETCHERS ET AL SUB	L242 OL97		
69	1005986	730		ELM	ST	FLETCHERS ET AL SUB	L241 OL97		
70	1088287	726		ELM	ST	FLETCHERS ET AL SUB	L240 OL97		
71	1067244	722		ELM	ST	FLETCHERS ET AL SUB	L239 OL97		

Fletcher\_Place

	A	B	C	D	E	F	G	H	I
	Parcel No	St Num	St Dir	St Name	St Suff	Legal1	Legal2	Legal3	Legal4
1									
72	1031457	716		ELM	ST	FLETCHERS ET AL SUB	L238 OL97		
73	1066605	525 S		PINE	ST	FLETCHERS ET AL SUB	L237 OL97		
74	1032775	801		HARRISON	ST	FLETCHERS ET AL SUB	L77 OL91		
75	1020937	743		HARRISON	ST	FLETCHERS ET AL SUB	L78 OL91		
76	1036728	739		HARRISON	ST	FLETCHERS ET AL SUB	40FT E SIDE L79 OL91		
77	1076868	735		HARRISON	ST	FLETCHERS ET AL SUB	92.5FT N SIDE W END L79	OL91 EX 56.6FT W END	
78	1094561	731		HARRISON	ST	FLETCHERS ET AL SUB	56.6FT NW END L79 OL91		
79	1068791	704		FLETCHER	AV	FLETCHERS ET AL SUB	1.1FT NL 1.5FT SEL	W SIDE L80 OL91 EX 20FT	W OF & ADJ VAC ST
80	1068792	704		FLETCHER	AV	FLETCHERS ET AL SUB	84.25FT NL E OF L1FT	W SIDE L80 OL91	
81	1021075	708		FLETCHER	AV	FLETCHERS ET AL SUB	45.65FT NL 37.1FT SL	W OF 0.33FT EL L80 OL91	
82	1051304	712		FLETCHER	AV	FLETCHERS ET AL SUB	4.5FT SE SIDE L80 &	31FT 9IN NW SIDE L81 OL91	
83	1094668	716		FLETCHER	AV	FLETCHERS ET AL SUB	28FT 3 IN X 100FT E SIDE	L81 & 30FT X 100FT W SIDE	L82 OL91
84	1078405	721		HARRISON	ST	FLETCHERS ET AL SUB 28FT	3IN E SIDE L81 & W1/2	L82 OL91 EX 100FT S END	
85	1017488	722		FLETCHER	AV	FLETCHERS ET AL SUB	E1/2 L82 OL91		
86	1060872	728		FLETCHER	AV	FLETCHERS ET AL SUB	L83 OL91		
87	1076321	732		FLETCHER	AV	FLETCHERS ET AL SUB	EX 30FT SE SIDE L84 OL91		
88	1018556	736		FLETCHER	AV	FLETCHERS ET AL SUB	SE1/2 L84 OL91		
89	1069328	740		FLETCHER	AV	FLETCHERS ET AL SUB	W1/2 L85 OL91		
90	1037844	746		FLETCHER	AV	FLETCHERS ET AL SUB	E1/2 L85 & 15FT N SIDE	L86 OL91	
91	1083641	752		FLETCHER	AV	FLETCHERS ET AL SUB	40FT NW OF 5FT SE SIDE	L86 OL91	
92	1025733	769		FLETCHER	AV	FOSTERS SUB L1 OL96			
93	1088746	767		FLETCHER	AV	FOSTERS SUB L2 OL96			
94	1070239	763		FLETCHER	AV	FOSTERS SUB L3 OL96			
95	1007844	470 S		PINE	ST	FOSTERS SUB S1/2 L4 OL96			
96	1091191	759		FLETCHER	AV	FLETCHERS ET AL SUB	SE1/2 L134 OL96		
97	1030954	755		FLETCHER	AV	FLETCHERS ET AL SUB	NW1/2 L134 OL96		
98	1034093	751		FLETCHER	AV	FLETCHERS ET AL SUB	SE1/2 L135 OL96		
99	1030231	747		FLETCHER	AV	FLETCHERS ET AL SUB	NW1/2 L135 OL96		
100	1071356	743		FLETCHER	AV	FLETCHERS ET AL SUB	E1/2 L136 & 2FT E SIDE	OF W1/2 L136 OL96	
101	1016228	739		FLETCHER	AV	FLETCHERS ET AL SUB	W1/2 L136 OL96	EX 2FT E SIDE	
102	1073098	735		FLETCHER	AV	FLETCHERS ET AL SUB	E1/2 L137 OL96		
103	1021892	731		FLETCHER	AV	FLETCHERS ET AL SUB	W1/2 L137 OL96		
104	1061042	423 S		COLLEGE	AV	FLETCHERS ET AL SUB	L138 OL96		
105	1090157	723		FLETCHER	AV	FLETCHERS ET AL SUB	32.36FT ON FLETCHER AVE	X 107.70FT SE SIDE PT	L139 OL91
106	1020272	419 S		COLLEGE	AV	FLETCHERS ET AL SUB	101.3FT FT ON NOBLE ST	X 87FT SE LINE SW END	L139 OL91

Fletcher\_Place

	A	B	C	D	E	F	G	H	I
1	Parcel No	St Num	St Dir	St Name	Legal1	Legal2	Legal3	Legal4	
107	1076862	719		FLETCHER	AV	FLETCHERS ET AL SUB	27.64FT ON FLETCHER AVE	X 109.72FT NW SIDE	L139 OL91
108	1069542	401 S		COLLEGE	AV	FLETCHERS ET AL SUB	L140 OL91		
109	1070950	520		VIRGINIA	AV	FLETCHERS ET AL SUB	L466 THRU L471 &	EX 8FT E SIDE L477 OL95	ALSO 14FT VAC ALLEYS ADJ
110	1063938	534		VIRGINIA	AV	FLETCHERS ET AL SUB	L465 OL95		
111	1059044	538		VIRGINIA	AV	FLETCHERS ET AL SUB	L464 OL95		
112	1059043	542		VIRGINIA	AV	FLETCHERS ET AL SUB	L463 OL95		
113	1038232	550		VIRGINIA	AV	FLETCHERS ET AL SUB	L462 OL95		
114	1012419	618		VIRGINIA	AV	FLETCHERS ET AL SUB	L461 OL95		
115	1040837	620		VIRGINIA	AV	FLETCHERS ET AL SUB	33FT NW SIDE L460 TRI TR	ON NOBLE ST BEG 44FT	S OF NE COR L460 OL95
116	1015885	612		VIRGINIA	AV	FLETCHERS ET AL SUB L459	& 7FT ON VIRGINIA AVE	SE SIDE L460 OL95	
117	1072778	524 S		COLLEGE	AV	FLETCHERS ET AL SUB	EX 38FT N END L472 OL95		
118	1052039	518 S		COLLEGE	AV	FLETCHERS ET AL SUB	38FT N END L472 OL95		
119	1089691	514 S		COLLEGE	AV	FLETCHERS ET AL SUB	EX TRI STRIP NW COR	L473 OL95	
120	1076858	514 S		COLLEGE	AV	FLETCHERS ET AL SUB	L474 OL95		
121	1012594	629		LEXINGTON	AV	FLETCHERS ET AL SUB	L475 OL95		
122	1068507	623		LEXINGTON	AV	FLETCHERS ET AL SUB	& 8FT E SIDE L477 OL95		
123	1067768	619		LEXINGTON	AV	FLETCHERS ET AL SUB L476	40FT N PT L142 &	76FT N PT L141 OL96	
124	1012305	435 S		COLLEGE	AV	FLETCHERS ET AL SUB	21FT ON NOBLE ST IRREG TR	L141 & L142 OL96	ON NOBLE ST 51.7FT EL
125	1026074	439 S		COLLEGE	AV	FLETCHERS ET AL SUB	TRI 4.6FT ON NOBLE ST	S END L141 & 40FT	
126	1014996	702		LEXINGTON	AV	FLETCHERS ET AL SUB	L143 OL96		
127	1015668	706		LEXINGTON	AV	FLETCHERS ET AL SUB	L144 OL96		
128	1035389	710		LEXINGTON	AV	FLETCHERS ET AL SUB	L145 OL96		
129	1074976	714		LEXINGTON	AV	FLETCHERS ET AL SUB	L146 OL96		
130	1014988	718		LEXINGTON	AV	FLETCHERS ET AL SUB	L147 OL96		
131	1013418	722		LEXINGTON	AV	FLETCHERS ET AL SUB	EX 1.7FT X 34FT NE COR	L148 OL96	
132	1072145	726		LEXINGTON	AV	FLETCHERS ET AL SUB	34FT N END L149 & 34FT	X 17FT NE COR L148 OL96	
133	1034303	476 S		PINE	ST	FLETCHERS ET AL SUB	86FT E END L149 OL96		
134	1091873	730		LEXINGTON	AV	FLETCHERS ET AL SUB	L129 OL96		
135	1014997	731		LEXINGTON	AV	FLETCHERS ET AL SUB	L230 OL96		
136	1015292	725		LEXINGTON	AV	FLETCHERS ET AL SUB	L231 OL96		
137	1069331	721		LEXINGTON	AV	FLETCHERS ET AL SUB	L232 OL96		
138	1073417	717		LEXINGTON	AV	FLETCHERS ET AL SUB	L233 OL96		
139	1061341	709		LEXINGTON	AV	FLETCHERS ET AL SUB L233	OL96 EX IRR TR E SIDE	36.5FT NL X 5FT SL	
140	1100057	715		LEXINGTON	AV	FLETCHERS ET AL SUB L233	OL96 EX IRR TR W SIDE	57.9FT NL X 5FT SL	
141	1061342	525 S		COLLEGE	AV	FLETCHERS ET AL SUB	L234 OL96		

Fletcher\_Place

	A	B	C	D	E	F	G	H	I
1	Parcel No	St Num	St Dir	St Name	St Suffix	Legal1	Legal2	Legal3	Legal4
142	1061343	702		ELM	ST	FLETCHERS ET AL SUB	L235 OL96		
143	1038495	526 S		PINE	ST	FLETCHERS ET AL SUB	L236 OL96		
144	1097169	501		FLETCHER	AV	FLETCHERS JR SUB L1	EX TRI TR 35FT NL X	50.8FT EL NE COR OL94	
145	1100088	529		FLETCHER	AV	FLETCHERS JR SUB L24	& TRI TR 50.8FT X	35FT NE COR L1 OL94	
146	1062707	430		VIRGINIA	AV	FLETCHERS JR SUB L2 OL94			
147	1078317	432		VIRGINIA	AV	FLETCHERS JR SUB L3 OL94		14FT WL L21 OL94	
148	1040963	438		VIRGINIA	AV	FLETCHERS JR SUB L4 &			
149	1048672	444		VIRGINIA	AV	FLETCHERS JR SUB L6 OL94			
150	1042742	448		VIRGINIA	AV	FLETCHERS JR SUB L7 OL94			
151	1032175	452		VIRGINIA	AV	FLETCHERS JR SUB L8 OL94			
152	1042743	454		VIRGINIA	AV	FLETCHERS JR SUB L9 OL94			
153	1048541	460		VIRGINIA	AV	FLETCHERS JR SUB L10 OL94			
154	1037848	554		LEXINGTON	AV	FLETCHERS JR SUB L11 OL94			
155	1042741	560		LEXINGTON	AV	FLETCHERS JR SUB	EX 40FT N END L12 OL94		
156	1039286	436 S		PARK	AV	FLETCHERS JR SUB 6FT S	OF 34FT N END L12 OL94		
157	1095203	434 S		PARK	AV	FLETCHERS JR SUB 34FT N	END L12 OL94		
158	1076853	428 S		PARK	AV	FLETCHERS JR SUB L13 OL94	& ALL VAC ALLEYS S & SW & ADJ		
159	1076854	426 S		PARK	AV	FLETCHERS JR SUB L14 OL94	& ALL VAC ALLEY W & ADJ	EX TRI TR NW COR	
160	1015856	422 S		PARK	AV	FLETCHERS JR SUB L15 OL94	EX TRI TR NW END		
161	1056797	416 S		PARK	AV	FLETCHERS JR SUB L16 OL94			
162	1071139	415 S		PARK	AV	FLETCHERS ET AL SUB	L489 OL94		
163	1012060	421 S		PARK	AV	FLETCHERS ET AL SUB	29FT 9IN N SIDE L490 OL94		
164	1039780	423 S		PARK	AV	FLETCHERS ET AL SUB	10.23FT S SIDE L490 &	20.17FT N SIDE L491 OL94	
165	1073562	429 S		PARK	AV	FLETCHERS ET AL SUB L492	& 19FT 10IN S SIDE L491	OL94	
166	1081746	441 S		PARK	AV	FLETCHERS ET AL SUB	L478 & 3FT 4IN W SIDE	L479 OL94	
167	1034509	608		LEXINGTON	AV	FLETCHERS ET AL SUB	34FT 8IN E SIDE L479 OL94		
168	1029226	610		LEXINGTON	AV	FLETCHERS ET AL SUB	34FT W SIDE L480 OL94		
169	1075564	616		LEXINGTON	AV	FLETCHERS ET AL SUB L481	& 6FT E SIDE L480 OL94		
170	1032380	618		LEXINGTON	AV	FLETCHERS ET AL SUB	L482 OL94		
171	1039783	622		LEXINGTON	AV	FLETCHERS ET AL SUB	L483 OL94		
172	1061794	628		LEXINGTON	AV	FLETCHERS ET AL SUB	L484 OL94		
173	1041042	428 S		COLLEGE	AV	FLETCHERS ET AL SUB	L485 OL94		
174	1025094	426 S		COLLEGE	AV	FLETCHERS ET AL SUB	S1/2 L486 OL94		
175	1074081	424 S		COLLEGE	AV	FLETCHERS ET AL SUB	N1/2 L486 OL94		
176	1009278	422 S		COLLEGE	AV	FLETCHERS ET AL SUB	L487 OL94		

Fletcher\_Place

A	B	C	D	E	F	G	H	I
Parcel No	St Num	St Dir	St Name	St Suffix	Legal1	Legal2	Legal3	Legal4
1								
177	1078865	416 S	COLLEGE	AV	FLETCHERS ET AL SUB	L488 OL94		
178	1045880	410 S	COLLEGE	AV	FLETCHERS ET AL SUB	L493 & L494 OL94		
179	1069128	619	FLETCHER	AV	FLETCHERS ET AL SUB	L495 OL94		
180	1009686	615	FLETCHER	AV	FLETCHERS ET AL SUB	L496 OL94		
181	1019276	609	FLETCHER	AV	FLETCHERS ET AL SUB	L497 OL94		
182	1043635	605	FLETCHER	AV	FLETCHERS ET AL SUB	L498 OL94		
183	1040645	601	FLETCHER	AV	FLETCHERS ET AL SUB	L499 OL94		
184	1084906	557	FLETCHER	AV	S A FLETCHERS JR SUB	L17 & 20FT E SIDE L18		
185	1088112	549	FLETCHER	AV	ADA BLDG CONDOMINIUMS	HPR COMMON AREA WITHIN PERIMETER OF PLAT		
186	1102603	549	FLETCHER	AV	ADA BLDG CONDOMINIUMS	HPR UNIT 1 & 25% INT		
187	1102604	549	FLETCHER	AV	ADA BLDG CONDOMINIUMS	HPR UNIT 2 & 25% INT		
188	1102605	549	FLETCHER	AV	ADA BLDG CONDOMINIUMS	HPR UNIT 3 & 25% INT		
189	1102606	549	FLETCHER	AV	ADA BLDG CONDOMINIUMS	HPR UNIT 4 & 25% INT		
190	1057650	545	FLETCHER	AV	FLETCHERS JR SUB 40FT	ON SOUTH ST 133FT WL		
191	1023271	543	FLETCHER	AV	FLETCHERS JR SUB 133FT	N END L21 OL94		
192	1060274	537	FLETCHER	AV	FLETCHERS JR SUB	L22 OL94		
193	1014884	533	FLETCHER	AV	FLETCHERS JR SUB	L23 OL94		
194	1013187	551 E	LOUISIANA	ST	123.83FT N SIDE OF	217.6FT W END OL92		N & ADJ & 1/2 VAC
195	1016543	607	LORD	ST	E1/2 40FT ON LORD ST X	116FT 4IN E SIDE MID PT		W1/2 OL92
196	1094490	605	LORD	ST	DONATION LANDS W1/2 OF	40FT ON LORD ST X 116FT		4IN E SIDE MID PT W1/2
197	1070266	603	LORD	ST	33FT 3IN ON LORD ST X	117FT BEG 144FT 3IN E OF		W LINE OL92
198	1042025	558	FLETCHER	AV	31.81FT SL X 148FT EL	BEG 21.19FT E OF SW COR		OL 92
199	1102334	556	FLETCHER	AV	21.8FT SL X 148FT WL	BEG SW COR OL92		
200	1004768	560	FLETCHER	AV	PT W1/2 COM 60FT E OF	SW COR ON FLETCHER AVE E		OF 40FT N 148 4-12FT W
201	1088994	566	FLETCHER	AV	40FT X 148FT E OF 100FT	SW COR EX 7FT 4IN N END		FOR ALLEY OL92
202	1088993	602	FLETCHER	AV	37 1/2FT E OF 140FT W END	OF 148FT 4IN S SIDE EX		7FT 4IN N END OL92
203	1075994	606	FLETCHER	AV	40FT OFF N SIDE OF SOUTH	ST X 184FT 4IN BEG 21/7FT		5.5IN W OF SE COR OL92
204	1088844	610	FLETCHER	AV	JOHNSONS SUB L6 OL92			
205	1045100	614	FLETCHER	AV	JOHNSONS SUB L5 OL92			
206	1032977	620	FLETCHER	AV	JOHNSONS SUB L4 OL92			
207	1041233	622	FLETCHER	AV	JOHNSONS SUB L3 OL92			
208	1041232	626	FLETCHER	AV	JOHNSONS SUB 30FT W SIDE	L2 OL92		
209	1041231	630	FLETCHER	AV	JOHNSONS SUB L1 OL92 &	3FT E SIDE L2 OL92		
210	1042023	324 S	COLLEGE	AV	RAYS SUB L7 OL92			
211	1076849	322 S	COLLEGE	AV	RAYS SUB S1/2 L6 OL92			

	A	B	C	D	E	F	G	H	I
1	Parcel No	St Num	St Dir	St Name	St Suffix	Legal1	Legal2	Legal3	Legal4
212	1076850	320 S		COLLEGE	AV	RAYS SUB N1/2 L6 OL92			
213	1074956	316 S		COLLEGE	AV	RAYS SUB L5 OL92			
214	1030436	313 S		CINCINNATI	ST	RAYS SUB 97FT 1/2IN W END	L4 OL92		
215	1030435	312 S		COLLEGE	AV	RAYS SUB 100FT E END	L4 OL92		
216	1095927	308 S		COLLEGE	AV	RAYS SUB 35FT EL X	75FT 5 1/2 IN SE COR	L3 OL92	
217	1093803	310 S		COLLEGE	AV	RAYS SUB 68FT E OF 54FT	W END OF 35FT S SIDE L3	OL92	
218	1017042	311 S		CINCINNATI	ST	RAYS SUB 54FT W END OF	35FT S SIDE L3 OL92 &	1/2 VAC CINCINNATI ST	W & ADJ
219	1017836	306 S		COLLEGE	AV	17FT 9 2/3IN S SIDE L2	& 9FT 4IN N SIDE L3 OL92	EX 57FT W END	
220	1099760	307 S		CINCINNATI	ST	57FT W END OF 17.81FT	S SIDE L2 & 57FT W END	OF 9.4FT N SIDE L3 OL92	& 1/2 VAC CINCINNATI ST
221	1056420	304 S		COLLEGE	AV	RAYS SUB 18.556FT S SIDE	L1 & 27.139FT N SIDE L2	OL92 ALSO VAC LOUISIANA	ST N & ADJ & 1/2 VAC CIN-
222	1101756	555		LORD	ST	BRUNNERS REPLAT OF OL92	L1 & W 1/2 L2		
223	1101758	557		LORD	ST	BRUNNERS REPLAT OF OL92	L3 & E 1/2 L2		
224	1101759	559		LORD	ST	BRUNNERS REPLAT OF OL92	L4		
225	1101760	561		LORD	ST	BRUNNERS REPLAT OF OL92	L5		
226	1101761	563		LORD	ST	BRUNNERS REPLAT OF OL92	L6		
227	1013157	501 E		LOUISIANA	ST	INDPLS & CINN RR COS	SUB 435FT NL X 133.8FT	EL X 435FT SL OL93 &	VAC LOUISIANA ST N &
228	1004763	515		LORD	ST	JESSE JONES SUB L4 OL93			
229	1062690	517		LORD	ST	JESSE JONES SUB L5 OL93			
230	1016712	521		LORD	ST	JESSE JONES SUB L6 OL93			
231	1016713	525		LORD	ST	JESSE JONES SUB L7 OL93			
232	1076108	529		LORD	ST	JESSE JONES SUB L8 OL93	EX 21FT N & .92FT W OFF	SE COR	
233	1023946	533		LORD	ST	JESSE JONES SUB L9 OL93	& 21FT N & .92FT W OFF	SE COR L8	
234	1076852	537		LORD	ST	JESSE JONES SUB L10 OL93			
235	1027025	541		LORD	ST	JESSE JONES SUB L11 OL93			
236	1023351	545		LORD	ST	JESSE JONES SUB L12 OL93			
237	1023340	549		LORD	ST	JESSE JONES SUB L13 OL93			
238	1083256	550		FLETCHER	AV	132FT NL X 148.33FT EL	BEG SW COR OL93		
239	1037710	534		FLETCHER	AV	45FT X 148.33FT BEG	125FT W OF SE COR OL93		
240	1061133	530		FLETCHER	AV	35FT ON SOUTH ST X 133FT	4IN W OF 170FT SE COR	OL93	
241	1076851	526		FLETCHER	AV	30FT SL X 147FT 10IN	BEG 200FT E OF SW COR	OL93	
242	1084905	522		FLETCHER	AV	50FT X 133.4FT BEG 150FT	E OF SW COR OL93		
243	1036404	516		FLETCHER	AV	LANDIS SUB L5 OL93			
244	1034810	702		LORD	ST	INDPLS & CINN RR COS SUB	L1 OL91		
245	1062821	706		LORD	ST	INDPLS & CINN RR COS SUB	L2 OL91		
246	1035075	710		LORD	ST	INDPLS & CINN RR COS SUB	L3 OL91		

Fletcher\_Place

A		B		C		D		E		F		G		H		I		
Parcel No	St Num	St Dir	St Name	St Suff	Legal1	Legal2	Legal3	Legal4	Legal1	Legal2	Legal3	Legal4	Legal1	Legal2	Legal3	Legal4	Legal1	
1																		
247	1035076		LORD	ST	INDPLS & CINN RR COS SUB	L4 OL91												
248	1026262		LORD	ST	INDPLS & CINN RR COS SUB	L5 OL91 & 1/2 VAC ALLEY					E & ADJ							
249	1057648		LORD	ST	INDPLS & CINN RR COS SUB	L6 OL91 & 1/2 VAC ALLEY					W & ADJ							
250	1011670		LORD	ST	INDPLS & CINN RR COS SUB	L7 OL91												
251	1013172		LORD	ST	INDPLS & CINCINNATI RR	COS SUB L8 THRU L11 &												
252	1022937		DAVIDSON	ST	INDPLS & CINN RR COS SUB	54FT S END L54 L55 OL91												
253	1003812		DAVIDSON	ST	INDPLS & CINN RR COS SUB	24FT N OF 54FT S END L54												
254	1086038		DAVIDSON	ST	INDPLS & CINN RR COS SUB	44FT 8IN N END L54 & L55												
255	1054334		LORD	ST	INDPLS & CINN RR COS SUB	67.75FT N END L56 OL91												
256	1071505		HARRISON	ST	INDPLS & CINN RR COS SUB	57FT 3IN S END L56 OL91												
257	1036661		HARRISON	ST	INDPLS & CINN RR COS SUB	61FT 10IN S END L57 OL91												
258	1076760		LORD	ST	INDPLS & CINN RR COS SUB	EX 61FT 10IN S END					L57 OL91							
259	1061973		LORD	ST	INDPLS & CINN RR COS SUB	EX 61FT 10IN S END					L58 OL91							
260	1078911		LORD	ST	INDPLS & CINN RR COS SUB	61FT 10IN S END L58 OL91												
261	1057649		HARRISON	ST	INDPLS & CINN RR COS SUB	S1/2 L59 OL91												
262	1090966		LORD	ST	INDPLS & CINN RR COS SUB	N1/2 L59 OL91												
263	1096320		LORD	ST	INDPLS & CINN RR COS SUB	61.69FT N END L60 OL91												
264	1034981		HARRISON	ST	INDPLS & CINN RR COS SUB	EX 61.69FT N END L60 OL91												
265	1029645		LORD	ST	INDPLS & CINN RR COS SUB	L61 OL91												
266	1056555		LORD	ST	INDPLS & CINN RR COS SUB	L62 OL91												
267	1034809		LORD	ST	INDPLS & CINN RR COS SUB	EX 16.35FT STRIP NW COR												
268	1034808		COLLEGE	AV	INDPLS & CINN RR COS SUB	31FT N SIDE L64 L65 &												
269	1022127		COLLEGE	AV	INDPLS & CINN RR COS SUB	EX 31FT N END												

DECLARATION OF CONDOMINIUM

FOR

FLETCHER AT PINE

Indianapolis, Marion County, Indiana



Filed for Record \_\_\_\_\_, 19\_\_

Recorded in Book No. \_\_\_\_\_

Pages \_\_\_\_\_ through \_\_\_\_\_

In the Office of the Recorder of  
Marion County, Indiana

Consisting of 38 Pages

And

Exhibits "A" Through "E"

Prepared by:

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Nashville, IN 47448

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**FLETCHER AT PINE**

**CONDOMINIUM**

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DECLARATION OF CONDOMINIUM

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**DECLARATION OF CONDOMINIUM**

**FOR**

**FLETCHER AT PINE**

Prior to the transfer of ownership to any unit owners other than Declarants, this Declaration, and the exhibits which are attached hereto and made a part hereof, are made and executed this 22 day of April, 1999, Meister Development Group Inc. hereinafter called the "Declarant", for itself, its successors, grantees and assigns, any secured lender pursuant to the provisions of the Indiana Horizontal Property Law, (I.C. 32-1-6-1 as amended).

**WITNESSETH:**

WHEREAS, the Declarant is the owner of certain real property in Marion County, State of Indiana, more particularly described and defined in Exhibit "A" attached hereto and made a part hereof, which shall constitute Fletcher at Pine, and

WHEREAS, the Declarant is the owner of certain condominium type multi-unit buildings and certain other improvements, heretofore constructed or hereafter to be constructed upon the aforesaid property, and it is the desire and the intention of the Declarant to divide the project into "Condominium Units" or "Condominiums", as those terms are defined under the provisions of the Indiana Horizontal Property Law; and to sell and convey the same to various purchasers subject to the covenants, conditions and restrictions herein reserved to be kept and observed, and

WHEREAS, Declarant desires and intends, by the filing of this Declaration, to submit the Property described in Exhibit "A", and the multi-unit buildings located thereon and all other improvements constructed or to be constructed thereon, together with all appurtenances thereto, to the provisions of the Indiana Horizontal Property Law; and

NOW THEREFORE, the Declarant, by execution of this Declaration, does hereby create a Condominium subject to the provisions of the Indiana Horizontal Property Law and the terms and conditions hereof, and does hereby publish and declare that all of the Property described in Exhibit "A" (and as described in ARTICLE II) is held and shall be held, conveyed, withdrawn, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan to the improvement of said Property and the division thereof into Condominium Units and shall be deemed to run with the land and shall be a burden and benefit to Declarant, its successors and assigns, and any person, firm, corporation or other entity acquiring and owning an interest in the Property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

**ARTICLE I**  
**DEFINITIONS**

As used herein:

1.1 The term "Declaration" shall mean this instrument, including any amendments hereto adopted in accordance herewith.

1.2 The term "Articles" shall mean the Articles of Incorporation for Fletcher at Pine Condominium Owners Association, Inc., as amended from time to time.

1.3 The term "Association" shall mean Fletcher at Pine Condominium Owners Association, Inc., an Indiana not-for-profit corporation, or any successor thereto.

1.4 The term "Board" shall mean the Board of Directors of Fletcher at Pine Condominium Owners Association, Inc. elected from time to time pursuant to the By-Laws and responsible for the proper administration of the Property.

1.5 The term "Building" shall mean the structures now or hereafter located on the Real Estate, forming a part of the Property, and containing the units as shown on the Plans.

1.6 The term "By-Laws" shall mean the By-Laws of Fletcher at Pine Condominium Owners Association, Inc., as attached hereto as Exhibit "E", as amended from time to time.

1.7 The term "Common Areas" shall mean all portions of the Property other than the Units and shall include all Limited Common Areas.

1.8 The term "Common Expenses" shall mean the expenses and assessments (including reserves) incurred and assessed by the Board in connection with the Property, including without limitation, the expenses of maintenance, repair, insurance, administration and operation of the Common Areas as may be assessed pursuant to the terms of this Declaration, including but not limited to those described in Article VI.

1.9 The term "Limited Common Areas" shall mean those parts of the Common Areas serving exclusively a single Unit of adjoining Units (but less than all of the units) as an inseparable appurtenance thereto, including storage areas and garages.

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

1.11 The term "Property" shall mean the land, property and space comprising the Real Estate and all improvements, structures, fixtures, furnishings and equipment now or hereafter erected or located thereon and submitted to the Act for the use, benefit, and enjoyment of the Unit Owners.

1.12 The term "Parking Area" shall mean those parts of the Common Areas provided for parking vehicles.

1.13 The term "Parking Space" shall mean each part of the Parking Area intended for the parking of a single motor vehicle.

1.14 The term "Plans" shall mean the floor plans of the Buildings and Units prepared by Schneider Engineers as filed on \_\_\_\_\_, 1999 in the office of the Marion County, Indiana Recorder. Recorder of Marion County, Indiana, in Horizontal Property Plan File, Book \_\_\_\_, Pages \_\_\_\_\_ through \_\_\_\_\_, which plans are incorporated herein by reference.

1.15 The term "Occupant" shall mean any person or persons other than a unit Owner in possession of a Unit.

1.16 The term "Unit" shall mean a part of the Property within a Building designated and intended for independent use.

1.17 The term "Unit Ownership" shall mean ownership of a part of the Property consisting of one unit and the undivided interest in the Common Areas corresponding thereto.

1.18 The term "Unit Owner" shall mean each person or entity now or hereafter holding a record ownership interest in a Unit, including the Declarant, and any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding a record ownership interest in any unit.

## ARTICLE II

### UNITS AND BUILDING

#### 2.1 Description and Ownership.

(a) All Units subject to this Declaration as of the date hereof are delineated on the Plans and listed on Exhibit B and shall have lawful access to a public way.

(b) Each such Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plans as well as any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilation systems or equipment situated entirely within a unit and serving only such

unit. The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on the Plans. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit B and every such description shall be deemed good and sufficient for all purposes.

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

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

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

2.4 Description of Building. Fletcher at Pine Condominiums contains one (1) four-unit Residential Building. The Building is designated alphabetically, as shown on the Master Site Plan, a copy of which is attached hereto and made a part hereof as Exhibit "C", which such Master Site Plan further shows the locations of the Building on the real property described in Exhibit "A". The building contains a total of four (4) separate units, as designated by the legend on the plans attached hereto as Exhibit "D".

The configuration of the Building is as follows:

<u>Building Designation</u>	<u>Unit Types</u>	<u>Total Units</u>	<u>Basements</u>	<u>Maximum Stories</u>
A	A	4	None	2.5

Said multi-unit Building is more particularly described and defined in the Plans and Specifications of said Building, a copy of which Plans and Specifications are attached hereto and made a part hereof as Exhibit "D", showing all particulars of the Building, including the layout, number of stories, the location, ceiling and floor elevations, Building designation Unit Numbers and dimensions of the Units. Such Plans bear the verified statement of an Architect, certifying that said Plans are actual copies of portions of the Plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the

construction of buildings. For a more particular description of the Building, reference is hereby made to the Plans and filed herewith as Exhibit "D".

#### 2.5 Description of Units:

(a) The Unit designation of each Condominium Unit, approximate area, number of rooms and other data concerning its proper identification are set forth in Exhibit "B", attached hereto and made a part hereof. The percentage interests of each Unit in the Common Areas and Facilities shall be equal to all other Units. Said percentage interests appurtenant to each Unit are as specified on said Exhibit "B" attached hereto;

(b) Each Unit shall constitute a single freehold estate and shall consist of all of the space bounded by the undecorated and/or unfinished interior surfaces of its perimeter walls, load bearing walls, lowermost floors, uppermost ceilings, windows and window frames, doors and door frames. Each Unit includes both portions of the Building within such boundaries and the space to encompassed, including, without limitation, the decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other finishing materials applied to interior walls, doors, floors, and ceiling and interior surfaces of permanent walls, interior non-load bearing walls, windows, doors, floors and ceiling.

### ARTICLE III

#### COMMON AREAS

3.1 Ownership of Common Areas. Each Unit Owner shall be entitled to the percentage of ownership in the Common Areas allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto. The percentages of ownership interests set forth in Exhibit B have been computed and determined in accordance with I.C. 32-1-6-7(a) (3), and shall remain constant and shall not be changed, except as specifically permitted under the Act and the Declaration, without the unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Areas shall be an undivided interest, and the Common Areas shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Areas corresponding to said Unit. The undivided percentage of ownership in the Common Areas corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to that Unit.

3.2 Common Areas. The Common Areas consist of all the Property other than the Units, including, without limitation, the following (except such portions of the following as may be included within an individual Unit):

(a) The land on which the building is erected and on all land surrounding the Buildings as more fully described on Exhibit A;

(b) All foundations, columns, girders, beams, supports and other structural members;

(c) The yards, landscaping, fences, roads and driveways.

(d) All roofs, exterior walls and interior load bearing walls, attics designated as limited common areas; and crawl spaces;

(e) All central and appurtenant installations for services such as power, lights, water, sewer, gas, and television; and all tanks, pumps, motors, sewage grinders, fans, cables, antennas, conduits, compressors, flues and ducts (except as described in Section 2.1(b) above), mechanical systems, storm drains and other items used in connection therewith, whether located in Common Areas or in Units;

(f) All exterior walkways;

(g) Maintenance areas and recreational areas to the extent hereafter located within the Property;

(h) All other parts of the Property and all apparatus and installations including all items of personal property existing in the Buildings or upon the Property for common use or which are necessary or convenient to the existence, maintenance or safety of the Property; subject to the provisions of Article XI hereof, the percentage of undivided interests in the Common Areas set forth in Exhibit "B", attached hereto and made a part hereof as if herein set forth in full.

3.3 Limited Common Areas. Limited Common Areas shall mean those parts of the Common areas serving exclusively a single Unit or adjoining Units (but less than all of the Units) as an inseparable appurtenance thereto, including, without limitation, patios, stoops, fenced yards, fireplaces, mailboxes, vestibules, garages, and any system or component part thereof which serves a Unit exclusively, to the extent such system or component part is located outside the boundaries of a Unit. While some Parking Spaces shall not constitute Limited Common Areas, the Board of Directors may, assign Parking Spaces to specific Units for their exclusive use. Said Limited Common Areas are more fully designated in Exhibit "D" attached hereto and made a part hereof. References in this Declaration and the By-Laws to Common Areas shall include Limited Common Areas unless the context clearly indicates otherwise. Each Unit Owner is entitled to an exclusive and irrevocable license to use and occupy the Limited Common Areas associated with and/or assigned to such Unit Owner's Unit, which license shall automatically pass to a purchaser of such Unit upon recordation of the deed thereto even though such license may not be referred to in such deed.



## ARTICLE IV

### PROVISIONS AS TO UNITS AND COMMON AREAS

4.1 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Areas. Any such deed, mortgage, lease or other instrument purporting to convey unit ownership without purporting to convey percent ownership in the common areas shall be deemed and taken to include the percent interest in the common areas so omitted even though the latter is not expressly mentioned or described therein.

#### 4.2 Easements.

(a) Encroachments. In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of the Buildings, any part of the Common Areas encroaches or shall hereafter encroach upon any part of the Common Areas, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a unit Owner to use or occupy any portion of the Common Areas for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Areas by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any pipes, ducts, flues, shafts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case valid revocable licenses for the maintenance of such encroachment and for such use of the Common Areas are hereby established and shall exist for the benefit of such Unit, or the Common Areas, as the case may be, so long as all or any part of the Buildings shall remain standing, provided, however, that in now event shall a valid revocable license for any encroachment or use of the Common Areas be created in favor of any unit Owner if such encroachment or use is detrimental to, interferes with the reasonable use and enjoyment of the Property by the other Unit Owners or has been created by the Unit Owner or his agent through intentional, willful, or negligent conduct.

(b) Easements for Utilities and Additional Purposes. All suppliers of utilities serving the Property are hereby granted by the Declarant, all Unit-Owners and the Association the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, and wires and other equipment into, over, under, along and on any portion of the Common Areas for the purpose of providing the Property with utility services, together with the reasonable right of ingress from the Property for such purposes; provided, however, that the location of any such easements shall be subject to the approval of the Board. A right of entry on any street or Common Area is hereby granted to public and quasi-public vehicles and personnel as needed to carry out their duties. This easement includes but is not limited to police, fire and other emergency services, trash and garbage collection, snow removal, Post Office services, local animal

control and privately owned delivery or other services. The Association may hereafter grant other or additional easements for utility purposes and for other purposes, including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Areas, for the benefit of the Property, over, under along and on any portion of said Common Areas, and each Unit Owner hereby grants the Declarant and the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, flues, shafts, conduits, public utility lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries, all subject to Section X(e) (iv).

(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and Unit Owner, mortgagee and other person having an interest in the Property, or any part or portion thereof, however, such easements shall be null and void should said units no longer be in existence, except as relied and acted upon to the detriment of any dominant tenement.

#### 4.3 Storage and Parking Areas.

(a) Storage Areas. Each Unit Owner shall be responsible for his personal property located in any storage areas of the Common Areas.

(b) Parking Areas. Subject to assignment by the Board as herein set forth, each unit may be assigned a garage space and/or carport within the Parking Area. All Parking area, entrances, exits, fixtures, equipment and Association facilities are part of the Common Areas, except that at least one parking space for unit shall be designated as limited common area. Developer has the right to construct garages or carports in such limited common areas and charge Unit Owner for said garage or carport. Subject to the foregoing, the Parking Area may be allocated to the respective Unit Owners or as general unassigned parking in such manner and subject to such rules and regulations as the Board may prescribe.

#### 4.4 Use of Common Areas.

(a) General. Each Unit Owner shall have the right to use the Common Areas (except the Limited Common Areas) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Areas shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, invitees and licensees. However, each unit owner shall have the right to the exclusive use and possession of the Limited Common Areas, if

any, serving such Unit alone or serving such Unit together with adjoining Units. Such rights to use the Common Areas and the Limited Common Areas, including the Parking Area, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association as adopted by the Board. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Areas, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

(b) Guest Privileges. The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized guests and other authorized Occupants and visitors of the Unit Owner, subject to reasonable rules and regulations with respect thereto. The use of the Common Areas and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and rules and regulations of the Board as may be imposed from time to time.

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

#### 4.5 Maintenance, Repairs and Replacements.

(a) By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Buildings excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all pipes, wires, conduits, ducts, flues, shafts and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of any individual Unit Owner under subparagraph (b) below, or any other provision of this Declaration. Maintenance, repairs and replacements of the Common Area and Limited Common Area (except as specifically provided herein) shall be furnished by the Association as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

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

(i) All of the maintenance, repairs and replacements within his Unit and of the doors and outside windows and frames and screens appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen cabinets and appliances, lighting fixtures and other electrical fixtures, plumbing fixture or installations, and any pipes, ducts, flues, shafts, electrical wiring and conduits, and individual heating, cooling, and ventilating systems or equipment situated entirely within the Unit and servicing only such Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the units, shall be furnished by the Association as part of the Common Expenses; and provided further, that the Association may provide, by its rules and regulations as may be imposed from time to time for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances therein by building personnel as a Common Expense or as user charges pursuant to Section 6.11 hereof.

(ii) Each Unit Owner shall provide all the decorating within his Unit as may be required from time to time, including, but not limited to, painting, wallpapering, washing, cleaning, paneling, floor-covering, draperies, window shades, curtains, and lighting. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense. Such maintenance and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. Except with respect to improvements in place as of the date of the recording of this Declaration, each Unit Owner who shall elect to install in any portion of his Unit (other than in bath, kitchen, and powder rooms) hard surface floor covering, (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent undercushion of such kind and quality as to prevent the transmission of noise to adjoining Units, and shall obtain approval of the Board prior to making such installation. If such prior approval is not so obtained, the Board may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The exterior and interior surfaces of all windows forming part of the perimeter walls of a Unit shall be cleaned or washed at the expense of each respective Unit owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association as may be imposed by the Board from time to time.

(iii) All of the maintenance, repair and replacements of the Limited Common Areas benefitting his Unit, in whole or in part, except to the extent otherwise directed by the Board or otherwise provided herein, shall be performed

by the respective Unit Owner. At the direction of the Board, the Board may perform, or cause to be performed, such maintenance, repairs and replacements of the Limited Common Areas and the cost thereof shall be assessed in whole or in part to unit Owners benefitted thereby and further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics or materialmen's lien claims that may arise therefrom.

(c) Nature of Obligations. The Associations' liability shall be limited to damages resulting from its negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Buildings, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board, the Association or the Declarant for any work (such as repair of the Common Areas), ordinarily the responsibility of the board, Association or the Declarant, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board, Association or Declarant.

#### 4.6 Additions, Alterations or Improvements.

(a) The Board may authorize and charge as Common Expenses (or in the case of Limited Common Areas may charge the Unit Owners benefitted thereby as provided in Section 6.12) any additions, alterations, or improvements to the Common Areas. The cost of any such work to the Common Areas shall be paid as provided in Article VI below.

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

(1) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the offending Unit Owner's expense; or

(2) If the Unit Owner refuses or fails to properly satisfy a condition of the Board's consent therefor, the board may cause such condition to be satisfied and may charge the Unit Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Unit Owner, the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its proper consent under this Section.

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

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

## ARTICLE V

### ADMINISTRATION

5.1 Association. The Association has been formed, prior to the recording hereof, as a not-for-profit corporation under the Indiana General Not-for-Profit Corporation Act, having the name Fletcher at Pine Condominium Owners' Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the property. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner and such membership shall automatically terminate when he ceases to be a Unit Owner and upon the transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may and shall, if required by law, issue

non-transferable certificates evidencing membership therein and shall have only one class of membership. The Association shall have no seal.

5.2 Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereafter referred to as a "voting member." Such voting member may be the Unit Owner or one of a group who compose the Unit Owner of a Unit Ownership or be some person designated by such Unit Owner to act as proxy on his/her or their behalf, which person must be an Occupant unless designated by Declarant. Such designation shall be made in writing to the Board and shall be recoverable at any time by actual notice to the Board of the death or judicially declared incompetence of any designee or by written notice to the Board by the designator. Any or all Unit Owners may be present at any meeting of the voting members and (those constituting a group acting as a single voting member may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be no more than Four (4), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas applicable to his or their Unit Ownership now or as may be hereafter set forth in Exhibit B. The person designated by the Declarant shall be the voting member with respect to any unit Ownership owned by the Declarant.

### 5.3 Meetings.

(a) Quorum and Vote. Meetings of the voting members shall be held at the Property or at such other place in Marion County, Indiana, as may be designated by any notice of a meeting. There presence in person or by proxy at any meeting of the voting members having at least fifty-one percent (51%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present at the commencement of the meeting upon the affirmative vote of a Majority of the Unit Owners present in person or by proxy at such meeting; provided, however, the following matters shall require the Approval of voting members having not less than 75% of the total votes.

- (i) the merger or consolidation of the Association.
- (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the assets and property of the Association.
- (iii) the reconstruction in the event of complete destruction of all of the Buildings, as determined pursuant to Section 8.2 hereof.

(b) Annual Meeting. There shall be an annual meeting of the voting members on the third Monday of March each year at 7:00 PM, or at such other reasonable time or date as may be designated by written notice of the Board delivered to the voting members. The first annual meeting of voting members shall be held on 3-20, 1992 0 0

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Association or by forty percent (40%) of the voting members and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. All meetings must be held in Marion County, Indiana.

5.4 Notice of Meetings. Except as otherwise provided herein, notices of meetings of the voting members shall be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purposes or service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains if no address had been given to the Board; provided that any such notice shall be delivered no less than ten (10) days and no more than thirty (30) days prior to the date fixed for such meeting and shall state the date, time, place and purpose of such meeting. Notice of any meeting may be waived by any person entitled to notice thereof who files a written waiver of such notice with the Secretary of the Association. Attendance at any meeting person or by proxy shall constitute a waiver of notice of such meeting.

#### 5.5 Board of Directors.

(a) The business and property of the Condominium shall be managed and directed by the Board of Directors, which shall be not less than three (3) persons and shall always consist of an odd number (except that the Board shall initially be three (3) in number), or by such Executive Committees as the Board may establish pursuant to the By-Laws.

(b) The initial Board of three (3) Directors shall be selected by the Declarant from the date upon which this Declaration is recorded in the Marion County, Indiana public records until Declarant has sold all Units in Development as described in Article XI and until the qualification of directors elected at the next following annual meeting of voting members.

The names of the persons who shall serve on the initial Board of Directors (which such initial Board shall be composed of three (3) members) all of whom are representatives of Declarant, are as follows:

Robert Meister, Dianne Meister, and Andrew Szakaly

Should Declarant not sell all units within two years of the date of recording of the Declaration, Directors shall then be elected as if said final sale had occurred on the second anniversary of said recordation.



(c) Except as provided in Section (b) of this Article, the Directors shall be elected at the annual meeting of the Association and those persons who receive the highest number of votes shall be deemed to have been elected. The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of seventy-five percent (75%) of all Unit Owners, provided that said Board shall be no less than three (3) nor more than five (5) in number. Each Director appointed by the Declarant shall serve at the pleasure of the Declarant. Each Elective Director shall hold office for the period of one (1) year or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified. Each Elective Director shall be one of the unit Owners, provided however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity, shall be legible to serve as a member of the Board. Nothing herein contained shall be construed to prevent the election of a Director to succeed himself.

(d) Members of the Board shall receive no compensation for their services. Vacancies in the Board, shall be filled by majority vote of the remaining members thereof, except that a vacant position of the Board last filled by a person appointed by the Declarant shall be filled by a person appointed by the Declarant. Vacancies created by an increase in the authorized number of Directors shall be filled only by election at an annual meeting or a special meeting of Unit Owners called for that purpose. Voting members may elect a Director at any time to fill any vacancy not filled by the Directors or Declarant. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members in the Board shall constitute a quorum.

(e) The Board shall elect from among its members for the term of one (1) year (i) a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, (ii) a Secretary who shall keep the minutes of all meetings of the board and of the voting members and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) Treasurer to keep the financial records and books of account, and (iv) such additional officers such as Vice Presidents, as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed with or without cause at any time by a vote of three quarters (3/4) of the total membership of the Board at a meeting thereof. The duties of the President and the Secretary shall not be performed by the same

person.

(f) Except for Directors designated by Declarant pursuant to Section 5.6 (b) and 5.6(c) hereof, any Board member may be removed from office at any time, by affirmative vote of the voting members of the Association having at least three quarters (3/4) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed shall be elected by the voting members at the same meeting.

(g) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than three (3) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

(h) All meetings of the Board shall be open to attendance by any Unit Owner, except that the President may call the Board into executive session on matters of personnel, infractions of the rules and regulations of the Association, and matters of similar sensitivity. Any action taken by the Board in executive session shall be recorded in the minutes.

(i) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if a written consent to such action is signed by all members of the Board and such consent is filed with the minutes of proceedings of the Board.

5.6 General Powers and Duties of the Board. The Board shall have, among others, the following general powers and duties and shall be subject to the following limitations:

(a) The Board shall provide for the operation, maintenance, repair, replacement and improvement of the Common Areas, as and to the extent not otherwise provided for herein. The Board may engage the services of an experience professional manager to manage the portions of the Property for which the Board is responsible pursuant to this Declaration (the "Managing Agent"); provided however, that any agreement for professional management shall provide for termination by either party without cause and without the payment of a termination fee upon thirty (30) days or less written notice, shall be for a term not to exceed one (1) year and shall be renewable only by consent of the Association and the Managing Agent.

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

(c) The Board, or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Areas or to any other Unit or Units.

(d) As provided in Article VI, the Board shall prepare, adopt and distribute to the Unit Owners the annual budget for the Association and provide the manner of assessing and collecting from the Unit Owners their respective shares of the Common Expenses.

(e) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments as provided for in Section 5.7(I) shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary of the Board. The Managing Agent of the Property may be authorized to execute those documents required to enable it to perform its duties under its management agreement.

(f) The Board by vote of at least three quarters (3/4) of its members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety, and general welfare of the Unit Owners and Occupants of the Property. Written notice of such rules and regulations, together with any amendments thereto, shall be give to all Unit Owners who shall be responsible for distributing such to their tenants, guests, family members and invitees. The Board may enforce such rules, regulations and this Declaration, the Articles and By-Laws as amended by such means as it deems reasonable and appropriate including, but not limited to the imposition of fines, or suspension of use of certain of the Common Areas and improvements thereon, so long as such action does not hinder the security of any affected mortgagee.

(g) The Board may lease or grant licenses, concessions and contracts with respect to any part of the Common Areas, including without limitations, leases and/or licenses relating to the Parking Area, all upon such terms at the Board Deems appropriate.

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

(i) The Board shall have this power to bid for and purchase any unit ownership (or interest therein) at a sale pursuant to a mortgage foreclosure or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale. The Board shall have the power to own, convey, encumber, lease, or otherwise deal with units so conveyed to or acquired by the Association.

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

(k) Except as otherwise provided herein, Board for the benefit of all the Unit Owners shall acquire and shall pay as Common Expenses as provided in Article VI, the following:

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

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

(iii) Painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Areas on its part to be performed as provided in Sections 4.5 (a) and 4.6 and such furnishings and equipment for the Common Areas as the Board shall determine are necessary and proper;

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

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

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

(vii) Neither the Declarant nor the Board shall have any authority to bind the Association either directly or indirectly to any management contract, employment contract, lease of Common Areas, Parking Areas, or recreational facilities or any contract or lease, including franchises and licenses to which Declarant is a party, unless the Association shall have a right of termination thereof which is exercisable without penalty at any time upon thirty (30) days written notice to the other party; and

(viii) The Board may grant such utility easements under, through or over the Common Areas which are reasonably necessary to the ongoing development, operation and improvement of the Property.

#### 5.7 Insurance.

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

(i) Insurance on the Property, including the Units and the Common Areas, against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, and Agreed Amount Endorsement or its equivalent, if available, or an Inflation Guard Endorsement and, if required by the Federal National Mortgage Association ("FNMA"), Demolition and Contingent Liability from Operation of Building Laws Endorsements, an Increased Cost of Construction Endorsement, an Earthquake Damage Endorsement and other endorsements as necessary;

(ii) Insurance on the Property (exclusive of the Real Estate and excavations, foundations and footings) against all loss of damage from explosion of boilers, heating apparatus, pressure vessels and pipes in on or along the Property, with coinsurance clauses if so available, in such amounts as the Board shall deem desirable;

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

(iv) Such workmen's compensation insurance as may be necessary to

comply with applicable laws;

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

(vi) A fidelity bond indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Unit Owners;

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

The premiums for the above-described insurance, except as otherwise provided in this Section 5.7, shall be Common Expenses.

(b) All insurance provided for in this Section 5.7 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Indiana.

(c) All policies of insurance of the character described in clause (i) of Paragraph (a) of this section 5.7: (i) shall name as insured, the Declarant, so long as it has an insurable interest, and the Board as trustees for the Unit Owners in the percentages established in Exhibit B to this Declaration as the respective interest of all such assured may appear; (ii) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners or their respective mortgagees whether such other insurance covers their respective Unit; (iii) shall provide that notwithstanding any provision thereof which give the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable without the prior written approval of the Association or if in conflict with any requirement of law; (iv) shall provide that coverage may not be prejudiced by any act or omission of any Unit Owner when such act or omission is not within the control of the Association or by any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control; and (v) shall contain an endorsement to the effect that such policy shall not be substantially modified or terminated without least thirty (30) days prior written notice to all insureds, including the mortgagee of each Unit and all servicers for FNMA. Policies of insurance of the character described in clause (I) of Paragraph (a) of this Section 5.7 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof.

(d) All policies of insurance of the character described in clauses (iii), (iv), (v) and (vii) of Paragraph (a) of this Section 5.7 shall name as assureds the Unit Owners, their spouses, the Association, Board, the Managing Agent, (including the agents and

employees of the Association, Board and managing agent) and the Declarant in its capacity as a Unit Owner and Board member. In addition, all policies of insurance on the character described in clause (iii) of Paragraph (a) of this Section 5.7 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, the Declarant, the managing agent, their respective employees and agents, the Unit owners and Occupants, and any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties. The fidelity bond(s) described in clause (vi) of paragraph (a) of this Section 5.7 shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating expenses for the Property, including reserves, unless a greater amount is required by FNMA, shall contain waivers of any defenses based upon the exclusion of persons who serve without compensation from any definition of "employee" and shall provide that they may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all insureds, including the mortgagee of each Unit and the servicers for FNMA.

(e) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums on the policies of insurance described in Paragraph (a) of this section 5.7 at least thirty (30) days prior to the expiration date of the respective policies.

(f) The loss, if any, under any policies of insurance of the character described in clause (i) in Paragraph (a) of this Section 5.7 shall be payable, and the insurance proceeds paid on account of any such loss shall be paid to the Board, as trustee for each of the Unit Owners in their respective established in this Declaration, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition in which it existed immediately prior to such damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's and other similar liens. The Association shall notify the appropriate servicers for FNMA whenever damage to a Unit covered by a mortgage owned by FNMA exceeds One Thousand Dollars (\$1,000) or damage to the Common Areas exceeds Ten Thousand Dollars (\$10,000).

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

(h) Each Unit Owner shall be required to report all additions or alterations to his Unit promptly in writing to the Board, without prior request from the Board or the Managing Agent, and to reimburse the Board for any additional insurance premiums attributable thereto, and he shall be responsible for any deficiency in any insurance loss recovery from his failure to so notify the board. The Board shall not be responsible for obtaining insurance on such additions, alterations, or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Unit Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. "Additions" or "alterations" shall mean property attached to the Unit and not readily removable without damage to the Unit, including, but not limited to, carpeting, special floor covering, special wall covering and paneling. The insurance coverage described in this paragraph (h) of Section 5.8 shall not be deemed to include personal property owned by the Unit Owner and not attached to the Unit.

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

5.8 Cancellation of Insurance. The Board shall be responsible, in the event any insurance required under Section 5.7 (a) (i), (ii) or (iii) is canceled, for the serving notice of such cancellation upon any person insured thereunder.

5.9 Committees.

(a) Elections Committee.

(i) Establishment. Prior to annual meetings in which there shall be elected Elective Directors or other elective positions, the Board shall appoint an Elections Committee to handle the orderly administration of the election or elections.

(ii) Composition. The number and method of selection of the Elections Committee shall be as provided in the By-Laws.

(b) Covenants Committee.

(i) Establishment. The Board of Directors shall establish a Covenants Committee to aid the Board in interpreting, administering, and enforcing the governing documents of the Association.



(ii) Composition. The number and method of selection of the Covenants Committee shall be as provided in the By-Laws.

(iii) Powers and Duties. The Covenants Committee shall have the power and duty to:

(1) Hear and decide properly petitioned cases of alleged infractions of this Declaration and the Rules and Regulations promulgated hereunder and thereupon, through Board action, to compel action, enjoin further action of parties of impose financial and non-financial penalties upon those parties found in violation of this Declaration and the Rules and Regulations promulgated hereunder; and

(2) Pursuant to Board action, charge reasonable application fees for petitions of cases of alleged infractions of this Declaration and the Rules and Regulations promulgated hereunder; and

(3) Pursuant to Board action, adopt procedures for the exercise of its duties in accordance with principles of due process, and enter them in a Book of Resolutions; and

(4) Aid the Association and its Members in the interpretation of the provisions of this Declaration and the Rules and Regulations promulgated hereunder; and

(5) Such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution.

(iv) Limitations. The Covenants Committee may act upon a case or interpretation initiated by a Unit Owner or Unit Owners only upon written petition by said Unit Owner or Unit Owners and shall act in accordance with the By-Laws and the Book of Resolutions. The Board of Directors, upon its own motion, may, by a three quarter majority reverse or modify a decision of the Covenants Committee.

(c) Other Committees. The Board may establish and dissolve from time to time such other committees as it deems advisable or necessary to aid in the performance of its functions hereunder.

5.10 Liability of the Board. Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to

others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlements) reasonably incurred in connection with the defense of any claim, action, suit or proceedings, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of the independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the agreement made by the Board or by the Managing Agent on behalf of the Association shall provide that the Board members or the Managing Agent, as the case may be, are acting only as agents for the Association, and shall have no personal liability thereunder.

## ARTICLE VI

### COMMON EXPENSES - MAINTENANCE FUND

6.1 Common Expenses. Pursuant to the authority and responsibility vested in the Board, as set forth in this Declaration, including, but not limited to Section 5.7, the Board shall have the responsibility for and on behalf of the Association to prepare an estimated annual budget, to collect in the manner set forth herein Assessment (Annual and Special) for the payments of Common Expenses, and to administer the financial concerns of the Association for the benefit of all unit owners.

6.2 Preparation of Estimated Budget. Each year on or before the annual meeting date, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the payment of working capital, recurring minor maintenance, repairs and replacement for the Common areas to be provided by the Association as set forth in this Declaration, including, but not limited to Sections 4.3 (a), 4.4 and 5.6 and for such services (such as, but not limited to snow removal, trash removal and cable television service) as may be determined by the Board from time to time to be in the best interest of the Association and all Unit Owners taken as a whole and to maintain the Capital Improvements fund as described in section 6.5 ("Estimated Cash Requirement"), and shall, at the annual meeting, notify each Unit Owner in writing as to the amount of such Estimated Cash Requirement, with reasonable itemization thereof and containing each Unit Owner's respective annual Assessment determined in accordance with Section 6.3 ("Annual Assessment"); provided, however, that the initial maximum annual assessments

chargeable to each Unit in Phase I by the Board for the fiscal year in which this Declaration is recorded shall be furnished to each Unit-Owner prior to the purchase of his Unit. For each subsequent fiscal year the maximum chargeable annual Assessments shall be adjusted by not greater than two percent (2%) more than the Consumer Price Index (Revised January 1, 1978) for the previous year. Consumer Price Index - Chicago, Illinois -- For Urban Wage (all times) (1957-1959 - 100) prepared by the Bureau of Labor Statistics of the United States Department of Labor, or reasonable substitute therefor). The Board may not in any year levy Annual Assessments in excess of the established maximums chargeable without in each case the prior approval of the Declarant (until such time as last Unit of Development is sold) and Unit Owners owning three quarters (3/4) of the total ownership interest in the Common Areas. Provided, however, that (i) the initial Directors may elect to assess Common Expenses in an amount less than that required by the budget(s) presented by them. The annual budget shall also take into account the new available cash income for the year derived from the operation or use of the Common areas.

6.3 Payment of Annual Assessment. Subject to the provisions of ARTICLE XI hereof, such Estimated Cash Requirement shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Areas as set forth in Exhibit B attached hereto. On or before January 1 of the ensuing year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Association such annual Assessment or if the Board shall direct such Annual Assessment may be payable in semi-annual, or quarter-annual or monthly installments.

6.4 Adjustments to Annual Assessments. Prior to or at each Annual Meeting of Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually showing the new amount over or short of the actual expenditures plus reserves. Such accounting shall be reviewed by a certified public accountant. Subject to the provisions of Section 6.5 hereof any net excess shall be credited and set aside in an Operating Reserve which shall be thereafter applied as a reduction of then current obligations or to such other proper purposes as may be determined by the Board and any net shortage shall be made whole or an adjustment to the installments due under the current year's estimate after the rendering of the accounting or in such other manner as may be determined by the Board.

6.5 Capital Improvements Funds. The Board shall maintain as a Common Expense out of each Unit Owner's Annual Assessment, a portion, as determined by the Board from time to time which shall be allocated to a Capital Improvements Fund for contingencies and major repairs and replacements, which reserve shall be segregated and allocated for specific purposes and maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Marion County, Indiana.

6.6 General Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy a General Special Assessment applicable to all

Unit Owners, payable to such times as the Board shall determine, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon Common Area which is not provided for in the Capital Improvements Fund, including fixtures and personal property related thereto, and for meeting other operating emergencies not included within the Annual Assessment, provided that each such special assessment shall require the prior approval of the Declarant (until such time as the last Unit of the Development is sold) and Unit Owners owning a majority of the total ownership interest in the Common Areas.

6.7 Initial Budget. The initial Board appointed by the Declarant shall determine and adopt, prior to the conveyance of the first Unit hereunder, the initial Estimated Cash Requirement for the initial period commencing with the first day of the month in which the sale of the first Unit is closed and ending on December 31 of the calendar year in which such sale occurs.

6.8 Failure to Prepare Estimated Cash Requirement. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any Estimated Cash Requirement, the Unit Owner shall continue to pay the Annual Assessment charge at the then existing monthly rate established for the previous period until the then current Annual Assessment shall have been determined as provided herein.

6.9 Books and Records. The Board shall keep full and correct books of account of the receipts and expenditures affecting the Common Areas, specifying and itemizing the Common Expenses. Such records and the vouchers authorizing the payments shall be available for inspection at the office of the Association by any Unit Owner or any holder of a first mortgage on a unit ownership at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid Annual Assessments or other charges due and owing from such Unit Owner.

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

6.11 User Charges. The Board may establish, and each Unit Owner shall then pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may

include, without limitation, charges for use of facilities located in the Common Areas and Limited Common Areas; and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.11 and the Board or Declarant may elect to treat all or any portion thereof as Common Expenses.

6.12 Specific Special Assessments. In addition to any other amounts due hereunder the Board may levy a Specific Special Assessment against any one or several Unit Owners (but less than all) for the purposes set forth in Section 4.6, 4.7, 5.6 (k) (v), 5.9 (b) (iii) and for violations of this Declaration (including, but not limited to Article VII), and Rules and regulations established hereunder. Such Specific Special Assessments shall be payable at the times and in the manner determined by the Board.

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

## ARTICLE VII

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.1 Use and Occupancy. The property shall be occupied and used as follows:

(a) Each Unit shall be used for housing purposes for which the Property was designed and for no other purpose.

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

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

(d) Without the prior consent of the Board, Unit Owners shall not cause or

permit anything to be placed on the outside walls of the Buildings and no sign (excepted for promotional purposes by the developer), awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof; and Unit Owners shall not cause or permit the enclosure (either partially or entirely) of any exterior portions of the Buildings.

(e) In order to enhance the sound conditioning of the Buildings, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Board.

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

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

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

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

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

common areas, and service areas may be used for their intended purposes.

(k) Only such business, occupations or professions are permitted by the rules and regulations of the Indianapolis/ Marion County Zoning Ordinance and/or the State of Indiana shall be allowed on the premises. Units may be leased by owners to others, but all occupants are subject to all restrictions imposed by this declaration and the rules and regulations promulgated by the Board of Directors.

(l) Only such advertising and other displays as permitted herein shall be allowed on the premises. Notwithstanding the foregoing, the right is reserved by the Declarant or its agents to place and maintain on the Property model units, sales offices, management offices, advertising signs and lighting in connection therewith at such locations and in such forms as shall be determined by the Declarant or its agents. The Declarant or its agents and prospective purchasers and lessees of any unit from the Declarant are hereby granted the right of ingress, egress and transient parking in and through the Common Areas for such Unit sale or leasing purposes. The Declarant further reserves the right to use unsold Units and Common Areas for temporary storage, office, sales and related purposes. The foregoing rights of the Declarant shall terminate upon the closing of the Sale of the last Unit.

(m) No Unit Owner may lease less than the entire Unit and all such leases shall be in writing. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. The Board may require its approval of all leases used and that true copies of all such leases shall be given to and a file thereof maintained by the Board.

(n) Any lease of a unit must be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of such documents shall be a default under be subject in all respects to the provisions of this Declaration and that any failure by the lessee to comply with the terms of such documents shall be a default under such lease.

## ARTICLE VIII

### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDINGS

8.1 Partial Destruction. In the event of partial destruction of the improvements forming a part of the Property, or any portions thereof, including any Units from any cause, then the Association shall cause the Property to be promptly repaired and restored and the proceeds of the insurance carried by the Association shall be applied to the cost

of such restoration. If the insurance proceeds are not adequate to cover the cost of such reconstruction, then the costs of such reconstruction shall be borne by each Unit Owner in an amount equal to that Unit Owner's percentage of ownership interest in the Common Areas. Such amount shall be assessed as a Common Expense.

8.2 Complete Destruction. In the event of a complete destruction of all the Buildings containing condominium units, the Buildings shall not be reconstructed, but rather, the insurance proceeds, if any, shall be divided among the Unit Owners as provided in Section 19(b) of the Act. The determination that there has occurred a complete destruction of the Buildings and whether to rebuild shall be made by a vote of three quarters (3/4) of all Unit Owners at a special meeting of the Unit Owners called within sixty (60) days after the date of any such destruction.

8.3 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses, or (ii) distributed to the remaining Unit Owners and their respective first mortgages, as their interests may appear, based on their current percentage of interest in the Common Areas. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the percentage of interest in the Common Areas of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the percentage of interest in the Common Areas as a result of an occurrence covered by this Section 8.3. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the percentage of interest in the Common Areas, if any, allocated to the Unit in the amendment.

## ARTICLE IX

### REMEDIES

9.1 Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein



contained (including but not limited to the non-payment as when due of any amount to be paid by such Unit Owner set forth in Article VI), shall give the Board the right, upon not less than ten (10) days' notice, in addition to the other rights set forth in this Declaration and as may be provided by law:

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

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

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest rate of interest permitted by law until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto. Any and all such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise by the Board. In addition, any aggrieved Unit Owner shall have the same rights and remedies as the Board under subparagraph (b) of this Section 9.1 in connection with any such violation.

9.2 Default in Payment of Common Expenses. In the event of default by any Unit-Owner in paying to the Board the Common Expenses as determined by the Board such Unit Owner shall be obligated to pay interest at the maximum allowable legal rate on such Common Expenses from the due date thereof, together with all expenses, including attorneys' fees (as permitted by law), incurred by the Board in any proceeding brought to collect such unpaid Common Expenses, subject to Section 9.1 above. The Board shall have the right and duty to attempt to recover such Common Expenses, together with interest at the highest rate allowable, reasonable late charges thereon, and the expenses of the proceedings, including attorney's fees, in any action to recover the same brought against such Unit owner. Common Expenses shall be assessed on an annual basis and shall be deemed to accrue upon assessment annually on January 1 of each year although payment may, in the discretion of the Board, be permitted on an installment basis. However, in the event of a default in the payment of any installment for more than thirty (30) days, then, in such event, the entire remaining amount of such Annual Assessment shall become immediately due and payable.

The Board shall notify the holder of the first mortgage on any Unit (of which it has notice) for which any Common Expense assessed pursuant to the By-Laws remains

unpaid for more than thirty (30) days from the due date for payment thereof and in any other case where the Unit-Owner of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

Section 9.3 Lien and Personal Obligation. Common Expenses provided for in Article VI, together with interest, late charges and expenses, including attorneys' fees shall be a charge or a continuing lien upon the Unit against which the assessment is made, which such lien shall be prior to all other liens, excepting only:

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

Such lien may be filed and foreclosed by the Board under and in accordance with the law of the State of Indiana governing the filing, enforcement and foreclosure of mechanic's and materialmen's liens; provided, such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of thirty (30) days after the same shall become due. Said notice of lien shall also secure all assessments against the Unit becoming due thereafter until the lien has been satisfied.

Section 9.4 Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board to foreclose on a Unit because of unpaid Common Expenses, the Unit-Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit-Owners, or on behalf of any one or more individual Unit-Owners if so instructed, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Where the mortgagee of a first mortgage of record obtains title to the Unit as a result of foreclosure of the first mortgage, such mortgagee, shall not be liable for the share of the Common Expenses by the Board chargeable to such Unit which became due prior to the acquisition of title to such unit by such purchaser. However, any successor in interest to said first mortgagee shall be liable for any existing liens for unpaid common expenses.

## ARTICLE X

### MISCELLANEOUS PROVISIONS RE: MORTGAGES

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

(a) The Association shall furnish each first mortgagee of a Unit a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit, subject to Section 9.4 above.

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

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

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

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

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

(v) to receive notice of the pendency of any condemnation or eminent domain proceeding respecting the Property or any part thereof; and

(vi) to receive notice of any substantial damage or destruction of the Common Areas

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

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

(e) Unless the first mortgagees of all of the individual Units which have become a part of the Property have given their prior written approval, neither the Association nor

the Unit Owners shall be entitled to:

- (i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment provided by the Act in case of complete destruction to the Buildings;
- (ii) change the pro rata interest or obligations of any Unit Owner for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award; or (2) determining the pro rata share of ownership of each Unit Owner in the Common Areas, except as provided in Section 8.3 hereof;
- (iii) partition or subdivide any Unit;
- (vi) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the condominium project shall not be deemed a transfer within the meaning of this clause;
- (v) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Areas) for other than the repair replacement, or construction of such improvements, except as provided by statute in case of complete loss to the Unit and/or the Common Areas of the Property;
- (vi) materially amend the Declaration to the detriment of the first mortgagees.

(f) Any first mortgagee of a Unit who seeks to obtain and/or does obtain title to such Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure shall be exempt from any first refusal provisions now or hereafter contained in this Declaration as to leases or conveyances by such mortgagee.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Certain Rights of the Declarant. Until the time all Units of the Development are sold or such earlier time as the Declarant in its sole discretion shall determine, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board in the Act and in this Declaration shall be held and performed by the Board designated by Declarant. In exercising such rights, and the other Declarant pursuant to this Declaration, the Declarant (or their designees on the Board) shall not be

under any disability which would otherwise be imposed by law by reason of the Declarant's interest in the subject matter of any transaction; provided, however, that any such transaction shall have been entered into in good faith.

Notwithstanding anything contained in this Declaration, or in the By-Laws or any rules and regulations as may be adopted from time to time by the Board of Directors, the Declarant is irrevocably empowered to sell, lease, rent and/or mortgage Units and portions thereof to any purchaser, lessee or mortgagee approved by it in its sole discretion and Declarant shall have the right to transact any business necessary to consummate sales or rentals of Units or portions thereof, including, but not limited to, the right to maintain models, have signs, use the Common Areas and show units. The sales office, signs, and all items pertaining to sales shall not be considered Common Areas, and shall remain the property of Declarant. Declarant shall be required to pay Annual Assessments on complete but unsold Units on the same basis as all other Unit Owners, and in addition, until such time as Declarant has sold and conveyed all Units of the Development, Declarant shall be responsible for any operating deficiencies of the Association not covered by the Annual or Special Assessments provided for hereinabove.

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

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

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

11.5 Conveyance and Leases. Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, therefore, and each tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved or declared, and all impositions and obligations hereby imposed shall be

deemed and taken to be covenants running with the land and shall bind any person having at any time interest or estate in the property, and shall inure to the benefit of such Unit Owner in like manner Association though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

11.7 Amendment, Change, Modification or Rescission. No provision of this Declaration affecting the rights, privileges and duties of the Declarant may be modified without its prior written consent. The provisions of Articles III and X and the following provisions of Section 11.7 of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and by all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, and approved by Unit Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose; provided, however, that any material amendment of this Declaration shall be subject to the provision of subparagraph (e) (vi) of Article X hereof and, provided further, that any proposed amendment of any provision of this Declaration specifically granting rights or protection to the holders of first mortgages on the Unit Ownerships shall be deemed to be a material amendment. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Marion County, Indiana.

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

11.9 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (Board) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-on (21) years after the death of the survivors of the now living lawful descendants of the Declarant.

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

11.11 Floor Plans. The Plans setting forth the layout, location, identification numbers and dimensions of the Units and the Property are incorporated into Phase I of this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, in Misc. Record \_\_\_ on the \_\_\_ day of \_\_\_\_\_, 19\_\_ Association Instrument Number \_\_\_\_\_.

11.12 Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (I) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act; or (iv) to correct clerical or typographical errors in this Declaration or any Exhibit thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor or, make, or consent to a Special Amendment on behalf of each Owner Association proxy or attorney-in-fact, Association the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to a Unit.

## ARTICLE XII

### DECLARANT CONTROL

The Declarant shall have the right to appoint and remove any member or members of the Board of Directors of the Club, and any officer or officers thereof. This right to appoint and remove such members may be relinquished voluntarily at any time by the Declarant by its adoption of an amendment to this Declaration executed and recorded by the Declarant or it shall be relinquished as follows:

The Declarant's authority to appoint and remove members of the Board of Directors of the Association shall expire on the first to occur of the following:

- (i) the expiration of five (5) years after the date upon which this Declaration is recorded in the office of the Recorder of Marion County, Indiana; or
- (ii) unless the Declarant has an unexpired option to add Additional

persons constituting the Declarant, at which time Declarant's control period shall terminate and Declarant shall call a Association Owner's meeting for the Association to elect a Board of Directors; or

(iii) Surrender by the Declarant of the authority to appoint and remove members of the Board of Directors and Officers by an express amendment to the Declaration executed and recorded by the Declarant.

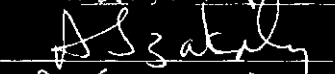
IN WITNESS WHEREOF, Meister Development Group Inc. has caused this Declaration to be executed the day and year first above written.

  
Robert L. Meister  
Meister Development Group Inc.

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF Monroe    )

BEFORE ME, a Notary Public in and for the County and State, personally appeared Robert L. Meister, Meister Development Group Inc., who acknowledged and executed the foregoing.

WITNESS MY HAND and Notarial Seal this 22 day of April, 1999..

  
A SZAKALY  
(Printed)

My County of Residence is: Monroe

My Commission Expires: 4-07-2002



EXHIBIT A

FLETCHER AT PINE - LEGAL DESCRIPTION

SCHEDULE A LEGAL DESCRIPTION  
CONTINUED

A part of Lots 130, 131, and 132 in Fletcher, Stone, Witt, Taylor, and Hoyt's Subdivision of Out Lots 94, 95, 96, 97, 98 and the South one-half of Out Lot 91 in the City of Indianapolis, the plat of which is recorded in Plat Book 1, page 162, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the Northwest corner of said Lot 132; thence South 52 degrees 34 minutes 26 seconds East 50.00 feet along the Northeastern line of said Lot 132 to a 5/8 inch re-bar set December 1, 1992; thence South 10 degrees 52 minutes 07 seconds West 223.08 feet to a 5/8 inch re-bar set December 1, 1992, on the Southwestern line of said Lot 130; thence North 52 degrees 34 minutes 26 seconds West 50.00 feet along the Southwestern line of said Lots 130 and 131 to a 5/8 inch re-bar set December 1, 1992 on the Southeastern line of a 9 foot private alley (owner unknown); thence North 37 degrees 30 minutes 00 seconds East 71.80 feet along said Southeastern line of said alley to the Northeastern line of said alley and a 5/8 inch re-bar set December 1, 1992; thence North 52 degrees 34 minutes 26 seconds West 100.00 feet along said Northeastern line of said alley to a 5/8 inch re-bar set December 1, 1992, on the Northwestern line of said Lot 132; thence North 37 degrees 30 minutes 00 seconds East (basis of bearings for this description from Plat Book 1, page 162) along the Northwestern line of said Lot 132 a distance of 127.67 feet measure (127.00 feet by Instrument No. 67-63521) to a 5/8 inch re-bar set at the point of beginning.

EXHIBIT B

FLETCHER AT PINE

<u>Unit Designation</u> <u>Bldg.</u> <u>Unit</u>	<u>Floor</u> <u>Plan</u>	<u>Adjusted Square</u> <u>Footage</u>	<u>Percentage</u> <u>Interest</u>
A            1	1 Story	1200	25%
A            2	1 Story	1200	25%
A            3	1.5 Story	1500	25%
A            4	1.5 Story	1500	25%



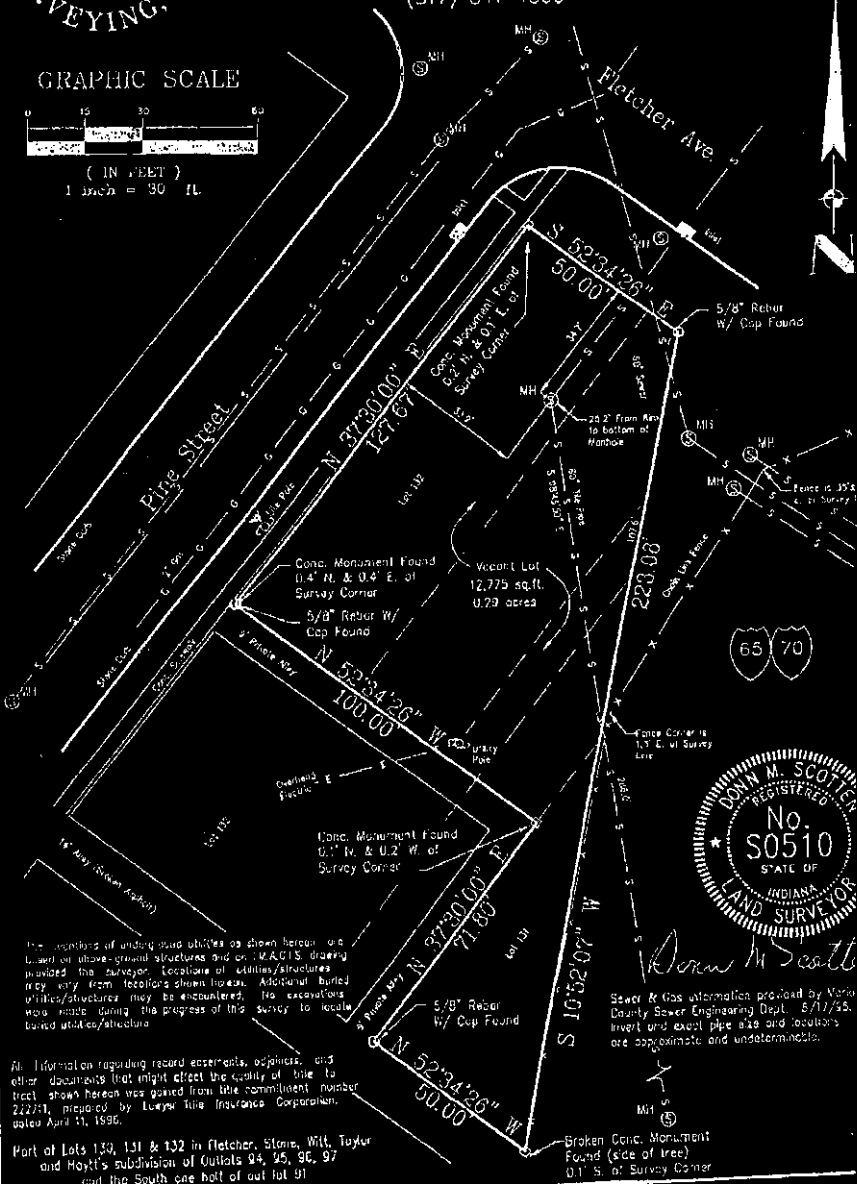
# BENCHMARK SURVEYING, INC.

Donn M. Scotten, Registered Land Surveyor  
 9093 Technology Drive, Suite 104 - Fishers, Indiana 46038  
 (317) 841-1506

### GRAPHIC SCALE



( IN FEET )  
 1 inch = 30 ft.



*Donn M. Scotten*

Sewer & Gas information provided by Vigo County Sewer Engineering Dept. 5/11/95. Invert and exact pipe size and location are approximate and undetermined.

The locations of utility and utilities as shown hereon are based on above-ground structures and on WACIS drawings provided the Surveyor. Locations of utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered. No excavations were made during the progress of this survey to locate buried utilities/structures.

All information regarding record easements, easements, and other documents that might affect the quality of title to tract shown hereon was gained from title commitment number 222731, prepared by Lawyers Title Insurance Corporation, dated April 11, 1996.

Part of Lots 130, 131 & 132 in Fletcher, Stone, Witt, Taylor and Hoyt's subdivision of Outlots 94, 95, 96, 97 and the South one half of out lot 91

Broken Conc. Monument Found (side of tree) 0.1' S. of Survey Center

## STAKE SURVEY

Scale: 1"=30'  
 Date: 8/21/96

Drawn by: BCR  
 Sheet 1 of 2

Prepared for:  
 David Fishburn  
 Bob Meister  
 Lawyers Title Insurance Corp., Comm. #222

Property Address:  
 Corner Pine  
 Indianapolis, IN  
 Drawing N  
 8620934

EXHIBIT D

FLETCHER AT PINE CONDOMINIUM

PLANS AND SPECIFICATIONS

The plans and outline specifications for Fletcher at Pine Condominium, more particularly described in the architectural and related drawings for Fletcher at Pine Condominium were attached to this Declaration at the time it was filed for record and duly recorded in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File, Book \_\_\_\_\_, Page \_\_\_\_\_, reference to which is hereby made and said plans and outline specifications as so filed are incorporated herein by reference as though fully set out herein.

The undersigned does hereby certify that said plans are an accurate copy of the plans for the building in Indianapolis, Marion County, Indiana known as "Fletcher at Pine", as filed and approved by the governmental agencies having jurisdiction over the issuance of permits for the construction of buildings. I also certify that these plans, as dimensioned here, do accurately depict the layout, location, unit numbers and dimensions of the above mentioned building, as built.

SCHNEIDER ENGINEERING CORPORATION

BY: \_\_\_\_\_

(SEAL)

**EXHIBIT "E"**  
**BY-LAWS OF**  
**FLETCHER AT PINE**  
**CONDOMINIUM OWNERS ASSOCIATION, INC.**

Consisting of 19 Pages  
Numbered 1 through 19.

**BY-LAWS**  
**OF**  
**FLETCHER AT PINE CONDOMINIUM OWNERS ASSOCIATION, INC.**

**ARTICLE I**

**PLAN OF UNIT OWNERSHIP**

**SECTION 1: Unit Ownership.** The property located in Marion County, State of Indiana, and more particularly described in the Declaration to which these By-Laws are attached has been submitted to the provisions of the Horizontal Property Law of the State of Indiana by the Declaration recorded in the office of the Recorder for Marion County, State of Indiana, simultaneously herewith, and shall hereinafter be known as "Fletcher at Pine Condominiums" (hereinafter called the "Condominium").

**SECTION 2: Applicability of By-Laws.** The provisions of these By-Laws are applicable to the property to the Condominium and to the use and occupancy thereof. These By-Laws are adopted simultaneously with the execution of that certain Declaration creating the Fletcher at Pine Condominiums 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, definitions, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws.

**SECTION 3: Application.** All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the Declaration, these By-Laws and rules and regulations made pursuant hereto, and any amendment to these By-Laws upon the same being passed and duly set forth in an amendment to the Declaration, duly record.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws (and any rules and regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

**ARTICLE II**

**MEETINGS OF UNIT OWNERS**

**SECTION 1: Name and Nature of Association.** Fletcher at Pine Condominium Owners Association, Inc., is an Indiana not-for-profit corporation, comprised of all of the Unit Owners of Units as herein provided, which such Association of Owners shall be governed by the Board of Directors as herein provided.

**SECTION 2: Place of Meetings.** All meetings of the Association of Owners (hereinafter referred to as "Association") of the Condominium shall be held at the Property or at such other place within Marion County, in the State of Indiana, as shall be designated in a notice of the meeting.

**SECTION 3: Annual Meeting.** Within one (1) year after the recordation of the Declaration, Declarant shall notify all Unit Owners that the first annual meeting of the Unit Owners shall be held on March 15 and for the purposes specified in such notice. Said initial meeting shall be held for the transaction of such business as may be properly brought before the meeting. Thereafter, an annual meeting of the Unit Owners shall be held at Marion County, the third Monday of March of each year, if not a legal holiday; and, if a legal holiday, then at the same time on the next day following not a legal holiday or on such other day designated by the Board not more than thirty (30) days prior to or thirty (30) days after such date for the purpose of electing members of the Board of Directors and for the transaction of such other business as may be properly brought before the meeting.

**SECTION 4: Special Meetings.** Special meetings of the Unit Owners may be called at any time by the Board of Directors or upon the written request of not less than forty percent (40%) in common interest, in the aggregate, of the Unit Owners.

**SECTION 5: Notice of Meetings.** Written or printed notice stating the place, day and hour of an annual or special meeting shall be delivered or mailed not less than ten (10) days, nor more than thirty (30) days before the date thereof, either personally or by mail (including newsletter), at the direction of either the Board of Directors or Unit Owners calling the meeting, to each person entitled to vote at such meeting.

In case of an annual or substitute meeting the notice of meeting need not specifically state the business to be transacted thereat unless it is a matter other than the election of Directors on which the vote of Unit Owners is expressly required by the provisions of the Indiana Horizontal Property Law. In the case of a special meeting, the notice of meeting shall specifically state the Horizontal Property Law. In the case of a special meeting, the notice of meeting shall specifically state the purpose or purposes for which the meeting is called.

When a meeting is adjourned for less than thirty (30) days in any one adjournment, it is not necessary to give any notice of the adjourned meeting other than by announcement at the meeting at which the adjournment is effective.

**SECTION 6: Quorum.** The presence, in person or by proxy, at any meeting, of Voting Members (as defined in Section 7 of this Article II having at least fifty-one percent (51%) of the total votes shall constitute a quorum. If there is no quorum at the opening of the meeting of Unit Owners, such meeting may be adjourned from time to time by the vote of a majority of the Voting Members present, either in person or by proxy; and at any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the original meeting.

The Voting Members at a meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum.

**SECTION 7: Voting Rights.** There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereafter referred to as a "Voting Member". Such Voting Member may be the Owner, or one of a group composed of all of the Owners of a Unit, or may be some other person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. The total number of votes of all Voting Members shall be one hundred (100), and each Unit-Owner or group of Unit-Owners (including the Board of Directors, if the Board of Directors, or its designee on behalf of the Association, shall then hold title to one or more Units) shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas applicable to his or their Unit as set forth in Exhibit "B" of the Declaration.

**SECTION 8: Majority Vote.** The vote of a majority in interest of Unit-Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit-Owners for all purposes except where a higher percentage vote is required by the Declaration or By-Laws or by provision of law.

**SECTION 9: Proxies.** Unit-Owners may vote, either in person or by agents duly authorized by written proxy, executed by such Unit-Owner or by his duly authorized attorney-in-fact. A proxy shall not be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time for which it is to continue in force, or limits its use to a particular meeting, but no proxy shall be valid after ten (10) from the date of its execution. Unless a proxy otherwise provides, any proxy holder may appoint in writing a substitute to act in his place. In order to be effective, all proxies must be filed with the secretary or duly acting secretary of the Association, either during or prior to the meeting in question.

**SECTION 10: Waiver of Notice.** Any Unit-Owner may, at any time, waive notice of any meeting of the Association in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit-Owner at any meeting of the Association shall constitute a waiver of notice by him of the time and place thereof, except where a Unit-Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Unit-Owners are present at the meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

**SECTION 11: Informal Action by Unit-Owners.** Any action which may be taken at a meeting of the Association may be taken without a meeting if consent in writing, setting for the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting (that is, the Voting Members), and filed



with the Secretary of the Association to be kept in the Association Minute Book.

### ARTICLE III

#### BOARD OF DIRECTORS

**SECTION 1: Number.** The business and property of the Condominium shall be managed and directed by the Board of Directors composed of no more than five (5) (except that the initial Board established by the Declarant shall be three (3) in number), or by such Committees as the Board may establish pursuant to the By-Laws.

**SECTION 2: Initial Directors.** The initial Directors shall be selected by the Declarant and shall serve, at the election of the Declarant, from the date upon which the Declaration is recorded in the Marion County, Indiana public records until the next succeeding annual meeting after all of the Units of all Phases of Development have been sold and conveyed, or until such time as their successors are duly elected and qualified.

The names of the persons who shall serve on the initial Board of Directors (which such initial Board shall be composed of three (3) members) are as follows:

Robert L. Meister

Dianne Meister

ANDREW SZAFALY

**SECTION 3: Election, Term and Qualification.** Except as provided in Sections 2 and 5 of this Article, the Directors shall be elected at the annual meeting of the Association and those persons who received the highest number of votes shall be deemed to have been elected. The size of the Board of Directors may be increased or decreased from time to time upon the affirmative vote of seventy-five (75%) in common interest of all Unit Owners, provided that said Board shall not be less than three (3) in number. Each Director shall hold office for the period of one year or until his death, resignation, retirement, removal, disqualification or his successor is elected and qualified. Each member of the Board (other than the Directors appointed by Declarant) shall be a Unit Owner provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then an officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be legible to serve as a member of the Board. Nothing herein contained shall be construed to prevent the election of a director to succeed himself.

**SECTION 4: Removal.** Elective Directors may be removed from office with or without cause by the affirmative vote of the Unit Owners having a three quarters (3/4) of the total votes entitled to vote at an election of Directors. If any Directors are so removed, new Directors may be elected at the same meeting; provided however, that so long as Declarant has the right as provided herein to designate the members of the Board of Directors, the Director designated by the Declarant cannot be removed without the

prior written consent of Declarant.

**SECTION 5: Vacancies.** A vacancy occurring in the Board of Directors, including directorships not filled by the Unit Owners, may be filled by a majority of the remaining Directors, though less than a quorum, or by the sole remaining Director; but a vacancy created by an increase in the authorized number of Directors shall be filled only by election at an annual meeting or a special meeting of Unit-Owners called for that purpose. Voting Members may elect a Director at any time to fill any vacancy not filled by the Directors.

**SECTION 6: Compensation.** The Board of Directors shall receive no compensation for their services.

**SECTION 7: Elections Committee.** The Board shall appoint an Elections Committee no later than two (2) months prior to the Annual Meeting. The committee shall be composed of a chairman and at least two (2) other members, all of whom shall be Members of the Association, but none of whom may be Directors or candidates for election or re-election.

The Elections Committee shall be responsible for the orderly supervision and administration of the Board elections, and other Association elections, if any, in accordance with these By-Laws and procedures adopted by the Board and entered into the Book of Resolutions. However, in no event shall alternative nominations by eligible Unit Owners be forbidden.

**SECTION 8: Covenants Committee.** The Covenants Committee shall be composed of three (3) members and one (1) alternate, all of whom shall be Members. The Covenants Committee shall be appointed by the Board of Directors. The Members and alternates of the Covenants Committee shall serve staggered two (2) year terms as determined by the Board. In the event a vacancy occurs, the Board of Directors shall appoint a Member to fill such vacancy for the remainder of the unexpired term.

At the first meeting of the Covenants Committee following each Annual Meeting of Members, the Committee shall elect from among themselves a chairman, a vice chairman, and a secretary who shall perform the usual duties of their respective offices.

If any member is or expects to be temporarily absent from the community so that he is unable to attend any meeting during a period of thirty (30) days, such member or the remaining members may request an alternate to serve in his stead during the period of such absence.

The Covenants Committee shall have the power and duty to:

(a) Hear and decide properly petitioned cases of alleged infractions of the Declaration and thereupon, through Board action, to compel action, enjoin further action of parties, or impose financial or non-financial penalties upon those parties found in

violation of the Declaration; and

(b) Pursuant to Board action, charge reasonable application fees for petitions of cases of alleged infractions of the Declaration; and

(c) Pursuant to Board action, adopt procedures for the exercise of its duties in accordance with principles of due process, and enter them in the Book of Resolutions; and

(d) Aid the Association and its Members in the interpretation of the provisions of the Declaration; and

(e) Maintain complete and accurate record of its proceedings, such records to be available for inspection by Members during business hours, except that records relating to hearings on a Member's alleged infraction of the Declaration may be inspected only by the principals in such proceedings; and

(f) Such additional duties, power and authority as the Board of Directors may from time to time provide by Resolution.

The Covenants Committee shall meet as often as its responsibilities require. The time, date and place of regular meetings shall be determined by the Covenants Committee. The President of the Association or the chairman of the Covenants Committee may call into session special meetings of the Covenants Committee upon reasonable Notice. The quorum required at meetings for the Covenants Committee is to carry out its business shall be a simple majority of the Committee.

As long as due process is assured and the parties to a case concerning an infraction of the Governing Documents have had an opportunity to be heard and to cross-examine witnesses, the Covenants Committee shall have the right to take any action in the absence of a meeting which it could take at a meeting by obtaining the written approval of all the members thereof, which shall be filed with the minutes of the proceedings of the Committee. Any action so approved shall have the same effect as though taken at a meeting of the Committee.

All meetings of the Covenants Committee shall be open to Members, Directors, Officers, First Mortgagees, the Developer, and others having an interest in the Association except that hearings on infractions of the Governing Documents shall be held in executive sessions, unless all parties to the case agree otherwise.

**SECTION 9: Other Committees.** The Board of Directors may, in like manner, create such other committees as it deems necessary and appropriate in aiding the Board of Directors to carry out its duties and responsibilities with respect to the management of the Condominium.

**SECTION 10: Powers and Duties.** The Board of Directors shall have the

powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things, except such acts as by law, or by the Declaration, or by those By-Laws may not be delegated to the Board of Directors. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas;
- (b) Determination of the Common Expenses and special assessments requires for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property;
- (c) Collection of the Common Expenses and special assessments from the Unit Owners;
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas;
- (e) The adoption and amendment of such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety, and general welfare of the Unit-Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Unit-Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations;
- (f) Opening of bank accounts on behalf of the Condominium and designating of the signatories requires therefor;
- (g) Purchasing of units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit-Owners;
- (h) Selling, mortgaging, voting the votes appurtenant to or otherwise dealing with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit-Owners, subject to the Declaration and other applicable restrictions and organizing corporations to act as designees of the Board in acquiring title to units on behalf of all Unit-Owners;
- (i) Maintaining and repairing any Unit, if such maintenance or repair is necessary in the discretion of the Board or by operation of applicable restrictions to protect the Common Areas or any other portion of the Building(s) if any Unit-Owner or any Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the board to said Unit Owner; provided that the Board shall levy a Specific Assessment against such Unit-Owner for the costs of said maintenance or repair;
- (j) Entering any Unit when necessary in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made

during reasonable hours with as little inconvenience to the Unit-Owners as practicable, and any damage caused thereby shall be treated as a Common Expense. The Board shall have the right to retain keys for each Unit;

(k) Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President;

(l) Obtaining of insurance for the Property, including the Units, pursuant to the applicable provisions of the Declaration;

(m) Making of repairs, additions and improvements to or alterations or restoration of the property in accordance with the other provisions of these By-Laws and the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceeding; and

(n) Contracting for all goods, services and insurance payment for which are to be made from the Common Expense Fund.

**SECTION 11: Managing Agent.** The Board of Directors for the Condominium may engage the services of any person, firm or corporation to act as managing agent, for a term not to exceed one (1) year, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in subdivisions (a), (c), (d), (f), (i), (j), (k), (l), (m), and (n) of the Section 10 of this ARTICLE III. The Board may delegate to the managing agent all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (g) and (h) of Section 10 of this ARTICLE III. Such managing agent may be corporation or partnership which is an affiliate of Declarant.

#### **ARTICLE IV**

##### **MEETINGS OF DIRECTORS**

**SECTION 1: Organizational Meeting.** The first meeting of the initial Board of Directors designated in these By-Laws shall be held at such times as the Declarant shall determine. The first meeting of a Board of Directors elected by the Unit Owners shall be held within fifteen (15) days following the meeting of the Unit Owners at which the Board was elected. No notice shall be necessary to the members of the Board of Directors in order to legally constitute such meeting, providing a quorum shall be present.

**SECTION 2: Regular Meetings.** A regular annual meeting of the Board shall be held as soon as practical after, and at the same place as the annual meeting or substitute annual meeting of the Unit Owners. In addition, the Board of Directors may

provide by resolution for the time and place within the State of Indiana, for the holding of additional regular meetings of the Board.

**SECTION 3: Special Meetings.** Special Meetings of the Board of Directors may be called by or with the request of the President or by any two Directors. Such meetings must be held within the State of Indiana.

**SECTION 4: Notice of Meetings.** Regular meetings of the Board of Directors may be held without notice. The person or persons who called a special meeting of the Directors shall, at least two (2) days before the meeting, give notice thereof by any usual means of communication. Such notice shall specify the purpose for which the meeting is called.

Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends the meeting for the express purpose of objecting to the transaction of any business before the meeting was not lawfully called.

**SECTION 5: Waiver of Notice.** Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**SECTION 6: Quorum.** A majority of the number of Directors fixed by these By-Laws shall be required for and shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

**SECTION 7: Manner of Meeting.** Except as otherwise provided in this section, the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

A vote of a majority of the number of Directors fixed by the By-Laws shall be required to adopt a resolution constituting an Executive Committee. The vote of a majority of the Directors then holding office shall, subject to approval by the Unit Owners as herein provided, be required to adopt, amend or repeal a by-law. Vacancies in the Board of Directors may be filled as provided in ARTICLE III, Section 5 of these By-Laws.

**SECTION 8: Organization.** Each meeting of the Board of Directors shall be presided over by the President, and in the absence of the President, by any person selected to preside by vote of the majority of the Directors present. The Secretary, or in the absence of the Secretary, any person designated by the President of the meeting, shall act as Secretary of the meeting.

**SECTION 9: Informal Action of Directors.** Action taken by the Directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

**SECTION 10: Minutes.** The Board shall keep minutes of its proceedings, which shall be available for inspection by the Unit Owners during reasonable business hours.

**SECTION 11: Fidelity Bonds.** The Board of Directors may, in its discretion, require all officers and employees of the Condominium handling or responsible for Condominium funds to be covered by an adequate fidelity bond. The premiums on such bonds shall constitute a Common Expense.

**SECTION 12: Liability of the Board.** The members of the Board of Directors shall not be liable to the Unit-Owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Unit-owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium, except to the extent that they are Unit-Owners(s), all such liability being solely that of the Association. It is also intended that the liability of any Unit-owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas bears to the interests of all the Unit Owners in the Common Areas. Every agreement made by the Board or by the managing agent on behalf of the Condominium shall provide that the members of the Board of Directors, or the managing agent, as the case may be, are acting only as agents for the Association and shall have no personal liability thereunder (except as Unit-Owners), and that each Unit-Owner's liability thereunder shall be limited to such proportion of the total liability as his interest in the Common Areas bears to the interest of all Unit Owners in the Common Areas.

## ARTICLE V

### OFFICERS

**SECTION 1: Number.** The principal officers of the Condominium shall consist of a President, a Secretary, a Treasurer, and other officers as the Board of Directors may from time to time elect. Any two or more officers may be held by the same person, except the offices of President and Secretary.

**SECTION 2: Election and Term.** The officers of the Condominium shall be

elected by, and from among, the Board of Directors. Such elections may be held at the regular annual meeting of the Board.

Each officer shall hold office for a period of one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

**Section 3: Removal.** Any officer or agent elected or appointed by the Board of Directors may be removed by the Board with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section 4: Compensation.** No officer shall receive any compensation from the Association for acting as such.

**Section 5: President.** The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall supervise and control the management of the Association. The President shall, when present, preside at all meetings of the Board and of the Unit Owners and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed from time to time by the Board.

**Section 6: Vice President.** The Vice President, and if there be more than one, the Vice President designated by the Board of Directors, shall, in the absence or disability of the President, have the powers and perform the duties of said office. In addition, each Vice President shall perform such other duties and have such other powers as shall be prescribed by the Board.

**Section 7: Secretary.** The Secretary shall keep accurate records of the acts and proceedings of all meetings of Unit Owners and Directors. He shall give, or cause to be given, all notices required by law and by these By-Laws. He shall have general charge of the minute books and records of both the Association and the Board. He shall sign such instruments as may require his signature, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may be assigned to him from time to time by the President or by the Board of Directors.

**Section 8: Treasurer.** The Treasurer shall have custody of all Association funds and securities and shall receive, deposit or disburse the same under the direction of the Board of Directors. He shall keep full and accurate accounts of the finances of the Condominium in books especially provided for that purpose and shall approve all payment vouchers. He shall cause a true statement of its assets and liabilities as of the close of each calendar year, and of the results of its operations for each calendar year, all in reasonable detail, to be prepared and distributed to all Unit-Owners and members of the Board of Directors prior to or at the Annual Meeting of Members in the succeeding calendar year. The statement so filed shall be kept available for inspection by any Unit-Owner for a period of three (3) years. The Treasurer shall also prepare and file all reports and returns required by Federal, State or local law and shall generally perform all



other duties as may be assigned to him from time to time by the President or the Board of Directors. Such functions may, in the discretion of the Board of Directors, be delegated to a managing agent.

## ARTICLE VI

### OPERATION OF THE PROPERTY

#### Section 1: Assessment and Determination of Common Expenses and Fixing of the Common Expenses:

(a) The Board of Directors shall, from time to time, and at least annually, on or before December 1, prepare a budget for the Condominium, determine the amount of the Common Expenses both payable by the Unit-Owners to meet the Estimated Cash Requirement for the Condominium for the succeeding calendar year, and allocate and assess such Common Expenses among the Unit-Owners according to their respective percentage interest, taking into consideration any expected income and any surplus from the prior year's operation;

(b) The Common Expenses shall include, among other things;

(i) The expenses, costs and charges incurred in connection with the administration, operation and management of the Condominium Property;

(ii) The cost of maintenance, repair, replacement and restoration of the Common Areas, or any part thereof;

(iii) The cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Declaration;

(iv) Such amounts as the Board of Directors may deem proper for the convenience, comfort and well-being of the Unit Owners and for the operation, management and maintenance of the property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for contingencies, major repairs and replacements, and to make up any deficit in the Common Expenses for any prior year;

(v) Such amounts as may be required for the purchase by the Board of Directors or its designee, corporate or otherwise, on behalf of all or less than all Unit Owners of a Unit, which is to be sold at a foreclosure or other judicial sale;

(vi) in proper cases, the cost of administration and of maintenance and repair of the Limited Common Areas; and

(vii) any other expense lawfully agreed upon.

The Board of Directors shall advise all Unit Owners promptly, in writing, of the amount of Common Expenses payable by each of them respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such Common Expenses are based to all Unit Owners.

**SECTION 2: Payment of Common Expenses.** All Unit-Owners shall be obligated to pay the Common Expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this ARTICLE VI at such time or times as the Board shall determine, but in no event less frequently than monthly.

Common Expenses shall be assessed and shall be deemed to accrue on an annual basis though the Board of Directors may, in its discretion, elect to permit installment payment of the same, provided such installments are not less frequently than monthly.

No Unit Owners shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of the Declaration and applicable restrictions of the record) of such Unit, together with his interest in the Common Areas (and Limited Common Areas, if any) as defined in the Declaration. A purchaser of a Unit shall be jointly and severally liable with the seller for the payment of Common Expenses assessed against such Unit prior to the acquisition by purchaser of such Unit without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser therefor. Any such Purchaser shall be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the seller and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount herein set forth. Provided, however, that a mortgagee or other purchaser of a Unit at a foreclosure, sale or by deed in lieu of foreclosure of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the foreclosure sale.

**SECTION 3: Special Assessments.** The Board of Directors may levy Special Assessments, subject to the limitations and approvals required by Section 1 hereof for Common Expenses not covered by the annual budget and for such other purposes as the Declaration shall provide. The General Special Assessments shall be charged to the Units according to their percentage interests in the Common Areas. In addition, the Board may levy Specific Special Assessments against one or more, but less than all, of the Units with respect to Limited Common Areas related to such Units or with respect to any other items of expense incurred with respect to such Units. The period of assessment and manner of payment of such assessments shall be determined by the Board.

**SECTION 4: Collection of Common Expenses.** The Board of Directors shall determine Common Expenses against the Unit Owners from time to time and at least annually, and shall take prompt action to collect any Common Expenses past due from any Unit Owner.

The Board of Directors shall notify the holder of the first mortgage on any Unit (of which it has notice) for which any Common Expenses assessed pursuant to these By-Laws remains unpaid for more than thirty (30) days from the due date for payment thereof and in any other case where the Unit Owners of such Unit is in default with respect to the performance of any other obligation hereunder for a period in excess of thirty (30) days.

**SECTION 5: Default in Payment of Common Expenses.** In the event of default by any Unit Owners in paying to the Board of Directors the Common Expenses as determined by the Board, such Unit Owners shall be obligated to pay interest at the maximum allowable legal rate on such Common Expenses from the due date thereof, together with all expenses, including attorneys' fees (as permitted by law), incurred by the Board in any proceeding brought to collect such unpaid Common Expenses. The Board shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expense of the proceedings, including attorneys' fees, in any action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit in like manner as a mechanic's lien may be foreclosed. Common Expenses shall be assessed on an annual basis and shall be deemed to accrue upon assessment as of January 1 each calendar year although payment may, in the discretion of the Board, be permitted on an installment basis. However, in the event of a default in the payment of any installment for more than thirty (30) days, as provided in Section 4 above, then, in such event, the entire remaining amount of such assessment shall become immediately due and payable.

**SECTION 6: Lien and Personal Obligation.** Each assessment (whether Annual or Special) provided for in this Article, together with interest, late charges and expenses, including attorneys' fees, as provided in Section 5 hereof, shall be a charge and a continuing lien upon the Unit against which the assessment is made, which such lien shall be prior to all other liens, excepting only:

- (i) tax liens on the unit in favor of any assessing unit and special district;  
and
- (ii) all sums unpaid on a first mortgage of record.

Such lien may be filed and foreclosed by suit by the managing agent designated by the Board of Directors, or by the Board of Directors under and in accordance with the laws of the state of Indiana governing the filing, enforcement and foreclosure of mechanics' and materialmen's liens; provided, such notice of lien shall not be recorded until such sums assessed remain unpaid for a period of thirty (30) days after the same shall become due. Said notice of lien shall also secure all assessments against the Unit becoming due thereafter until the lien has been satisfied.

**SECTION 7: Foreclosure of Liens for Unpaid Common Expenses.** In any action brought by the Board to foreclose on a Unit because of unpaid Common Expenses, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the

plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, or on behalf of any one or more individual Unit Owners if so instructed, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same subject, however, to applicable restrictions of record. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such purchaser, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Board of Directors chargeable to such Unit which became due prior to the acquisition of title to such Unit by such purchaser. Such unpaid share of Common Expenses or assessments shall be deemed to be a Common Expenses collectible from all Unit Owners, including such purchaser, its successors and assigns.

**SECTION 8: Statement of Common Expense.** The Board of Directors shall promptly provide any Unit Owner so requesting the same, in writing, with a written statement of all unpaid charges due from such Unit Owner.

**SECTION 9: Abatement and Enjoinment of Violations by Unit Owners.** The violation of any rule or regulation adopted by the Board, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these By-Laws and the Declaration;

(a) To enter the Unit in which, or as to which, such violation or breach exists and to make any repairs, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach at the expense of the defaulting Unit Owner; or

(c) In any case of flagrant or repeated violation by a Unit Owner, to require such Unit Owner to give sufficient sureties for his future compliance with such condominium documents. The failure of the Board to so act with respect to any such violation or breach shall not be deemed a waiver of the Board's right to act with respect to the same or any other breach or violation.

**SECTION 10: Maintenance and Repair.**

(a) By Owners. Each Unit Owner shall maintain, repair and replace, at his sole cost and expense, except for garages which will be a prorated cost by the owner of said carport, all portions of his Unit and the Limited Common Areas appertaining to such unit which may become in need thereof, including the heating and air-conditioning system

(including filters) for each Unit, patios and porches which shall be maintained by the Association, all bathroom and kitchen fixtures and appliances, light fixtures, interior non-load bearing walls, screens, glass, ceilings, carpeting, drapes and other items within the Unit, whether structural or nonstructural, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas not specifically set forth herein and contained therein, and specifically set forth herein and contained therein, and not necessitated by the negligence, misuse or neglect of the Unit Owner, his family, guest, agents, servants, lessees, employees or contractors). Each Unit Owner shall further be responsible for all damages to any and all other Units and/or to the Common Areas that his failure to do so may engender;

All damage to the Common Areas, intentionally or negligently caused by the Unit Owner, his family, guests, agents, servants, lessees, employees or contractors, shall be promptly repaired by the subject Unit Owner at his sole cost and expense; provided, there is excluded from the provisions contained in this section such repairs necessitated by casualties insured against by the Board of Directors to the extent the Board receives insurance proceeds for such repairs;

If the Unit Owner does not make those repairs to be made by him within thirty (30) days from written demand by the Board of Directors, the same may be repaired by the Board and the cost thereof shall be assessed against the unit owned by the subject Unit Owner;

(b) By the Association. The Association shall maintain, repair and replace all portions of the Common Areas, except as provided to the contrary in subparagraph (a) immediately above which shall require same, whether located inside or outside the Units (unless necessitated by the negligence, misuse or neglect of a Unit-Owner, his family, guests, agents, servants, lessees, employees or contractors, in which case, such expense shall be charged to such Unit-Owners except to the extent such damage shall be reimbursed to the Association from insurance proceeds), and the Unit-Owners as a Common Expenses.

**SECTION 11: Restrictions on Unit Owners.** No Unit-Owner shall perform or cause to be performed any maintenance, repair or replacement work which disturbs the rights of the other Unit Owners, jeopardizes the soundness or the safety or the Condominium or the overall aesthetics of the Property, or reduces the value thereof. Each Unit Owner shall cause any work so performed or being performed on the Unit, which, in the sole opinion of the Board of Directors, violates the terms of this section, to be immediately corrected, and he shall refrain from recommencing or continuing any work so in violation without written consent of the Board.

**SECTION 12: Duty to Report.** Each Unit-Owner shall promptly report to the Board of Directors or its agent any defect or need for repairs or replacement the responsibility for which is that of the Board of Directors.

**SECTION 13: Additions, Alterations, or Improvements by Board of Directors.**

Whenever in the judgment of the Board of Directors, the Common Areas shall require additions, alterations or improvements, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof, as a Common Expenses, subject however, to the provisions of Section 1 of this ARTICLE VI.

**SECTION 14: Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any structural addition, alteration, or improvement which affects the exterior portion, outward appearance or structural integrity of such unit, without the prior written consent thereto of the Board of Directors and Declarant. The Board shall have the obligation to answer any written request by a Unit-Owner for approval of a proposed addition, alteration or improvement in such Unit Owner's Unit, within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. The provisions of this Section 14 shall not apply to Units owned by Declarant until such Units have been initially sold and conveyed by Declarant.

**SECTION 15: Use of Common Areas.** A Unit-Owner shall not interfere with the use of the Common Areas by the remaining Unit Owners and their guests, unless pursuant to a valid lease entered into by the Unit Owner and the Board and/or Declarant.

**SECTION 16: Right Of Access.** A Unit-Owner shall grant a right of access to his Unit to the managing agent and/or any other person authorized by the Board of Directors or the managing agent, for the purpose of making inspection or for the purpose of correcting nay condition originating in his Unit and threatening another Unit or a Common Area, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Areas in his Unit or elsewhere in the building or to correct any condition which violates the provisions of any mortgage covering another Unit; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit-owner. In the case of an emergency, such right of entry shall be immediate, whether or not the Unit-Owner is present at the time such request for entry is made, or such entry is at a time reasonably convenient to the Unit-Owner.

**SECTION 17: Rules of Conduct.** Rules and regulations concerning the use of the Units and the Common Areas and the Condominium in general may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Unit Owner, prior to the time when the same shall become effective.

**SECTION 18: Electricity, Water, Sewer, Gas and Telephone.** If electricity, water, sewer, gas and telephone service are supplied by the public utility companies serving the area directly to each Unit through separate meters, each Unit-owner shall be required to pay the bills for such utilities consumed or used in his Unit. The electricity, water, sewer and gas serving the Common Areas shall be separately metered, and the Association shall pay all bills for electricity, water and sewer consumed in any portions of the Common Areas as a Common Expenses, together with that serving each Unit if not

separately metered.

**SECTION 19: Garbage and Trash removal.** Garbage and trash removal may, at the election of the Board of Directors, be contracted for on behalf of all Unit Owners, with such expense being treated as a Common Expense hereunder.

## ARTICLE VII

### RECORDS AND AUDITS

**SECTION 1: Reports.** The Board of Directors or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the association, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of the Common Expenses against such unit, the date when due, the amounts paid thereof, and the balance remaining unpaid. The financial records and books of account shall be available for examination by all the Unit Owners, their duly authorized agents or attorneys and mortgagees at convenient hours or working days that shall be set and announced for general knowledge. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all of the Unit Owners and to all mortgagees of Units who have requested the same, promptly after the end of each calendar year prior to or at the Annual Meeting of Members in the succeeding calendar year.

**SECTION 2: Common Expense Funds.** All sums collected by the Association, either as assessments of the Common Expenses or Special Assessments (other than the Capital Improvements Fund), may be commingled in a single fund but they shall be held for the Unit Owners for the purposes for which they are paid and shall, subject to the right of withdrawal for refund hereinafter provided, be credited to accounts from which shall be paid the charges for which the Assessments are made. Such accounts shall include the following, or such other and further accounts as the Board of Directors from time to time shall determine:

(i) MAINTENANCE FUND - to which shall be credited collection of that portion of the Common Expense Assessments received for defraying the costs of operating the Condominium on a day-to-day basis, including normal maintenance and repairs, an operating reserve, insurance, current alterations and improvements and related charges;

(ii) CAPITAL IMPROVEMENTS FUND - to which shall be credited all sums collected which are to be allocated for capital expenditures for contingencies, major reconstruction, repair and replacement of Common Areas at a future date. This fund shall be maintained in a separate interest bearing account with a bank or savings and loan association located in Marion County, Indiana.

All sums collected by the Association, either as Assessments of the Common Expenses or Special Assessments, during any fiscal year and allocated to the General Operating Account or to any other account from which non-capital expenditures may be made, in excess of expenditures during such fiscal year made from or chargeable to said account or accounts me, at the election of the Board, either be transferred to the Capital Improvements Fund or applied against and reduce the subsequent year's assessment or as may be provided by the Declaration. All amounts credited to said Capital Improvements Funds shall be contributions to capital and shall be held in trust by the Association for future expenditures of a capital nature or as may be provided by the Declaration and shall serve to reduce the assessments required for said capital expenditures.