

30

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF

Inst# 2004-0080757

LaScala Villas

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 9th day of March, 2004, by LaScala Lakes, LLC, an Indiana limited liability company (the "Developer").

RECITALS

1. Developer is the owner of the real estate which is described in Exhibit "A" attached hereto and made a part hereof (the "Real Estate" or the "Initial Real Estate"). Developer intends to subdivide the Real Estate into residential lots.
2. Before so subdividing the Real Estate, Developer desires to subject the Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Real Estate for the benefit of each owner of any part thereof.
3. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the Plat Covenants and Restrictions for Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing the assessments and charges herein provided.
4. Developer may from time to time subject additional real estate located within the tract adjacent to the Initial Real Estate to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

NOW THEREFORE, Developer hereby declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, each of which shall run with the land and be binding upon, and inure to the benefit of Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof

04/21/04 03:05PM NADIA MARTIN MARION CTY RECORDER JDH 68.00 PAGES: 30

Inst # 2004-0080758

ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration with Initial capitol letters, shall have the following respective meanings:

1.1 "Association" means LaScala Villas Community Association, Inc., an Indiana not-for-profit corporation, which developer has caused or will cause to be incorporated, and its successors and assigns.

1.2 "Architectural Review Committee" means the architectural review committee established pursuant to ARTICLE IV, paragraph 6.1 of this Declaration.

1.3 "Common Area" means (I) all portions of the "Real Estate" (including improvements thereto) shown on any Plat of a part of the Real Estate which are not located on Lots and which are not dedicated to the public and (II) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time, Common Areas may be located within a public right-of-way or in-an easement area as shown on the Plat.

1.4 "Common Expenses" means (I) expenses of and in connection with the maintenance, repair or replacement of the Common Area and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot except for lawn maintenance as described herein, (unless located on an Easement located on a Lot to the extent the Association deems it necessary to maintain such easement); (II) expenses of and in connection with the maintenance, repair or continuation of the drainage facility associated within and upon the Easements; (III) all judgments, liens and valid claims against the Association; and (IV) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Area of the Association.

1.5 "Developer" means LaScala Lakes, LLC, an Indiana limited liability company, and any one or more written recorded instruments to have the rights of Developer hereunder.

1.6 "Development Period" means the period of time commencing with the data of recordation of this Declaration and ending on the date Developer or its affiliates no longer own any Residence or Lot within or upon the Real Estate; but in no event shall the Development Period extend beyond the date ten (10) years after the date this Declaration was recorded.

1.7 "Sanitary Sewer, Drainage And Utility Easement", "Drainage And Utility Easement", "Landscape Easement", "Variable Storm Detention And Drainage Easement", "Sidewalk Easement", "Drainage Easement", "No Access Drive Easement" means those areas so designated or designated "S.S.D. & U.E.", "D. & U.E.", "L.E.", "V.S.D & D.E.", "S.E.", "D.E.", and "N.A.D.E" on a Plat of any part of the Real Estate. All easements described in the immediately preceding sentence are hereinafter referred to as "Easement(s)". Easements are hereby created, and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies (including, but not limited to, fire safety and prevention, law enforcement and emergency services) and the Association for access to the Real Estate and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (I) the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the City of Indianapolis for access to and maintenance, repair and replacement of sanitary drainage system. The Owner of any Lot subject to an Easement on the Lot, including any builder, shall be required to keep the portion of an Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from Marion County and prior written approval of the Developer. The delineation of the Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such Easement is created and reserved to go on any Lot subject to such Easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it hereunder. Except as provided above, no structures or improvements (except walkways and driveways and sidewalks and roads), including without limitation decks, patios, walkways or landscaping of any kind, shall be erected or maintained upon the Easements, and any such structure or improvement so erected upon the Easement shall, at Developers written request, be removed by the Owner at the Owner's sole cost and expense. The Owners or Lots in the Subdivision subject to an Easement shall take and hold title to the Lots subject to the Easements herein created and reserved.

1.8 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.

1.9 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot or Residence Unit.

1.10 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, or Residence Unit designed for occupancy by one family, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used therein shall include Developer so long as Developer shall own any Lot, Residence Unit or any Real Estate in the Real Estate.

1.11 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.12 "Residence Unit" means one-half (½) of a building designed for residential occupancy including one-half (½) of the thickness of any party wall separating the Residence Unit from another Residence Unit comprising the building. A Lot may contain one (1) or two (2) Residence Units.

ARTICLE II

APPLICABILITY

All Owners, their tenants, guests, invitees, and mortgagees and any other person using or occupying a Lot or Residence Unit or any other part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot or Residence Unit: (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any builder or any subsequent Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for the Owner, the Owner's heirs, personal representatives, successors and assigns, with Developer and the Owner's from time to time, to keep, observe, comply with and perform covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and

enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Lot and Residence Unit, subject to the following provisions:

- (i) the right of the Association to charge reasonable admission and other for the use of recreational facilities, if any, situated upon the Common Areas;
- (ii) the right of the Association to fine any Owner or make a special assessment against any Residence Unit or Lot in the event a person permitted to use the Common Areas by the Owner of the Residence Unit violates any rules or regulations of the Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;
- (iii) the right of the Association to make reasonable regular assessments for use and maintenance of the Common Areas and any services provided by the Association such as snow removal, grass mowing or like service;
- (iv) the right of the Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;
- (v) the right of the Association to enforce collection of any fines or regular or special assessments through the imposition of a lien pursuant to Paragraph 7.7;
- (vi) the rights of Developer as provided in this Declaration and in any Plat of any part of the Real Estate;
- (vii) the terms and provisions of this Declaration;
- (viii) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Real Estate; and
- (ix) the right of the Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

3.2 Permissive Use. Any owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Association and any reasonable nondiscriminatory rules and regulations promulgated by the Association from time to time.

3.3 Conveyance of the Common Areas. Developer may convey all of its right, title, interest in and to any of the Common Areas to the Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Association.

ARTICLE IV

USE RESTRICTIONS

4.1 Lease of Residence Units. If any Owner desires to lease a unit, such rental shall be pursuant to a written lease with a minimum term of one year and such lease shall provide that the lessee shall be subject to all rules and regulations of the Association and the terms and conditions of these Declarations.

4.2 Use of Common Areas The Common Areas shall not be used for commercial purposes.

4.3 Lot Access. All Lots shall be accessed from the interior streets of the Real Estate.

4.4 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or surrounding Common Area, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a leash at all times.

4.5 Prohibited Activities. No noxious or offensive activity shall be carried on upon any Lot or Common Areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Each Lot and all Common Areas shall be kept in a sightly and orderly manner and no trash or other rubbish shall be permitted to accumulate thereon. The Board of Directors shall promulgate and enforce such rules and regulations as it deems necessary for the common good in this regard.

4.6 Signs. No signs of any nature, kind or description shall be erected, placed or maintained on or in front of any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation. No "for sale" signs, whether by realtor or

Owner, shall be permitted until such time as Developer owns six (6) or fewer Lots.

4.7 Home Occupations. No home occupation shall be conducted or maintained in any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. Nothing contained herein shall be construed or interpreted to affect the activities of Developer in the sale of Lots as a part of the Development of the Real Estate, including, specifically, Developer's right to post such signs and maintain such model residences as it deems necessary until such time as Developer's last Lot is sold.

4.8 Parking. No parking shall be allowed on the streets except for emergencies. Any vehicle parked on the street shall be subject to towing at the Owner's expense. There shall be no outside storage of unlicensed vehicles, Rvs, trailers, boats or boat trailers.

4.9. Amenities. There shall be no satellite dishes larger than two feet in diameter and out buildings or barns shall not be permitted on the property. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporary or permanent. No above ground pools shall be permitted.

4.10 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Real Estate contain additional restrictions on the use of the Lots in the Real Estate, including without limitation prohibitions against commercial use and nuisances and restrictions relating to temporary structures, vehicle parking, signs, mailboxes, garbage and refuse disposal, storage tanks, water supply and sewage systems, ditches and swales, driveways, antenna and satellite dishes, awnings, fencing, swimming pools, solar panels and outside lighting. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein.

4.11 Lakes and Ponds. With respect to any lake or pond located within the Real Estate which shall be owned by various lot owners or the Association, there shall be no fishing; swimming, boating, Ice skating or other recreational activities permitted thereon and no lot owner shall construction locate any dock, deck, pier or float adjacent to or upon any lake or pond within the Real Estate.

ARTICLE V

ASSOCIATION

5.1 Membership. Each Owner of a Residence Unit automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Residence Unit.

5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

- (i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership. Each Class A member shall be entitled to one (1) vote for each Residence Unit owned by Owner.
- (ii) Class B Member. The Class B member shall be the Developer. The class B member shall be entitled to three (3) votes for each unsold lot within the Real Estate. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 5.3).

5.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership, or December 31, 2010 or such date as determined by Developer, whichever comes first.

5.4 Multiple or Entity or Owners. Where more than one person or entity constitutes the Owner of a Residence Unit, all such persons or entities shall be members of the Association, but the single vote in respect of such Residence Unit shall be exercised as the persons or entities holding an Interest in such Residence Unit determine among themselves. In no event shall more than one person exercise a Residence Unit's vote under paragraph 5.2 (in case of Class A membership). No Residence Unit's vote shall be split.

5.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice of ninety (90) days or less.

5.7 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

- (i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Association deems necessary or appropriate including streets, sidewalks and recreation areas.
- (ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas.
- (iii) Maintenance, repair and replacement of all private street or entrance signs.
- (iv) Mowing of lawns located on any lot as well as in any street right of way which lawns shall be considered part of the Common Areas for purposes of maintenance only. Owners shall be responsible for edging around fences, shrubs and bushes. Maintenance of lawns shall mean solely the mowing of grass and the care, fertilizing, trimming, removal and replacement of trees planted by the Developer. It shall not include the fertilizing or watering of lawns on lots which shall be the responsibility of the Owner nor the care and maintenance of (i) shrubs, (ii) trees which were not planted by Developer, (iii) flowers, or (iv) other plants on any Lot, nor shall maintenance of lawns mean the mowing of grass within any fenced portion of any Lot for which permission to fence has been granted as herein provided.
- (v) Replacement of the drainage system in and upon the Common Areas

as the Association necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot subject to an Easement to keep the portion of the drainage system and Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded.

- (vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.
- (vii) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.
- (viii) Assessment and collection from the Owners of the Common Expenses.
- (ix) Contracting for such services as management, snow removal, Common Area maintenance, security control, or other services as the Association deems necessary or advisable. Snow removal by the Association shall only include snow removal of streets and driveways and shall not include snow removal of sidewalk, entry ways, patios or decks.
- (x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

5.8 Powers of the Association. The Association may adopt amend, or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments or any regular or special assessments or other

charges against any Residence Unit or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

5.9 Compensation. No director or officer of the Association shall receive compensation for services as such director or officer except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

5.10 Non-liability of Directors and Officers. The Directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful or wanton misconduct. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of willful or wanton misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of willful or wanton misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for willful or wanton misconduct in the performance of his or her duties where, acting in good faith such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any director or officer of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall

a director deemed guilty of willful or wanton misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to Indemnification or reimbursement as provided in this Paragraph 5.11.

5.12 Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty in such sums and with such sureties as may be approved by the Board of Directors, and any such bond may specifically include protection for any insurance proceeds received for any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established the Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Review Committee at any time upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of the Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all

residences, buildings, structures or any other improvements placed by any person, including any builder, on any Lot, and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate and to preserve the harmonious relationship among structures and the natural vegetation and topography.

- (i) In General. No residence, building, structure, antenna, walkway, yard ornament, fence, deck, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or altered on any Lot and no change shall be made in the exterior color of any Residence Unit or accessory building located on any Lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or replacement. Such plans shall include plot plans showing the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise specified by Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. It is contemplated that the Architectural Review Committee will review and grant general approval of the floor plans and exterior styles of the homes expected to be offered and sold by the builders and that such review and approval will occur prior to the builders selling any homes in the community. Unless otherwise directed in writing by the Architectural Review Committee, once a builder has received written approval of a particular floor plan and exterior style, it shall not be necessary to reapply to the Architectural Review Committee in order

for such builder to build the same floor plan and exterior style on other Lots.

{ii} Power of Disapproval. The Architectural Review Committee may refuse to approve any application made as required under Paragraph 6.2(i) above (a "Requested Change") when:

- (a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the Requested Change to be in violation of any restrictions in this Declaration or in a Plat of any part of the Real Estate;
- (b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent buildings or structures; or
- (c) The Requested Change, or any part thereof, in the opinion of the Architectural Review Committee, would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to, the interests, welfare or rights of the Developer or any other Owner.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or a Plat of any part of the Real Estate, as long as the same are not inconsistent with this Declaration or such Plat(s).

6.3 Duties of the Architectural Review Committee. If the Architectural Review Committee does not disapprove a Requested Change within thirty (30) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed approved. One Copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association nor any agent of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials

submitted to it, nor for any defects in any work done according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection. The Architectural Review Committee or its representative may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any work not consistent with the approved Requested Change, or not approved, to be stopped and removed.

ARTICLE VII

ASSESSMENTS

7.1. Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Easement (which is the responsibility of the Association) and drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

7.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit at any amount not in excess of the Maximum Regular Assessment as follows:

- (i) Until December 31, 2004, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed \$264.00 or \$22.00 per month.
- (ii) Until January 1, 2005, the Maximum Regular Assessment on any Residence Unit for any calendar year shall may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).

- (iii) From and after January 1, 2001, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.
- (iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

7.3 Special Assessments In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

7.4 No Assessment Against Developer or Builders During the Development Period. Neither the Developer nor, except as otherwise provided in Paragraph 7.8 and Article 9 below, any builder nor any related entity shall be assessed any portion of any Regular or special Assessment during the Development Period.

7.5 Date of Commencement of Regular or Special Assessments; Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of such Residence Unit to an Owner who is not one of the persons named in Paragraph 7.4 above. At closing the Owner shall pay an amount equal to one (1) year's Regular Assessment which shall be applied against the obligations set forth in Article VII.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The

Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

7.6 Failure of Owner to Pay Assessments.

(i) No Owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's non use of the Common Areas or abandonment of the Residence Unit or lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in Paragraph 7.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Any past due assessments shall be subject to an interest charge at the rate of interest paid on judgments but not less than twelve percent (12%) per year. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board at Directors of the Association, at its option, may in the alterative bring suit to recover a money Judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Residence Unit or Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this Paragraph 7.6 or elsewhere in this Declaration, any sale or transfer of a residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance: provided, however, that the extinguishment of such lien shall not relieve the prior Owner therefor. No such sale, transfer or conveyance

shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

7.7 Creation of Lien and Personal Obligation. Each Owner (other than the Developer or a builder during the Development Period) of a Residence Unit or Lot by acceptance of a deed therefor, whether or not it in such deed, is deemed to covenant and agree to pay to the Association (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Residence Unit or Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Residence Unit or Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Residence Unit or Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Residence Unit) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Residence Unit or Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.8 Expense Incurred to Clear Drainage Utility and Sewer Deemed a Special Assessment. As provided in Paragraph 1.7 above, the Owner of any Lot subject to an Easement, including any builder, shall be required to keep the portion of said Easement on the Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the City of Indianapolis and prior written approval of the Developer. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall,

at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of Developer's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer may, on behalf of the Association, enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Easement is returned to its original designed condition. In such event, Developer, on behalf of the shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article 7 in the same manner as any other Regular Assessment or Special Assessment may be collected.

ARTICLE VIII

INSURANCE

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage Insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if possible, contain provision that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and guests and (ii) waives, any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with

respect to the Real Estate and the Developer.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate including but not limited to officers' and Directors' liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE IX

MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage Utility and Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance. Including, without limitation, the property maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon to a condition acceptable to the Association. The cost of any such work shall be and constitute a Special Assessment against such Lot and the Owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same to the extent of the

availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of the owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's Insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a builder, and its residential Unit and Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

9.3 Common Driveways. When two (2) Residence Units share a driveway, but are located on separate Lots, then the Owner of each Residence Unit shall be equally responsible for the maintenance of the driveway. No Owner shall block access to the one-half (1/2) of the driveway or garage used for the other Residence Unit. Either Owner of a Residence Unit may institute repair or maintenance of the driveway and the other Residence Unit Owner shall be equally responsible for the cost of the repair or maintenance. If any Owner fails to contribute for the Owners share at the cost of repair or maintenance, the other Owner may bring an action to recover the costs and shall be entitled to receive costs, expenses and reasonable attorneys' fees in pursuing collection of the costs.

ARTICLE X

MORTGAGES

10.1 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of a Residence Unit or Lot in the performance of the Owner's obligations under this Declaration or any other applicable documents.

10.2 Notice to Association. Any Mortgagee who holds a first mortgage lien on a Lot or Residence Unit may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the tenants of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By- Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee In connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become charges against the Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee on any Lot or Residence Unit may make the payment on behalf of the Association.

ARTICLE XI

AMENDMENTS

11.1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted In the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by Paragraph 11.1 (iv) at a meeting of the

members of the Association duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) in the aggregate of all Owners; provided, that any such amendment shall require the prior written approval of a Developer so long as Developer or any entity related to the Developer owns any Lot or Residence Unit within and upon the Real Estate. In the event any Residence Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner, if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing Paragraph 10.2.

(v) Mortgagees' Vote On Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first Mortgagee's consent under the Freddie Mac Sellers and Services Guide, Vol. 1, Section 2103(d) without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing Paragraph 10.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees, whose interests have been made known to the Board of Directors, of the nature of such proposed amendment, and such amendment shall be conclusively

deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagee of limitation contained in this sentence.

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Real Estate, to make any amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation, to bring Developer or this declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to this Declaration shall be executed by Developer only in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided that any amendment requiring the consent of Developer shall contain Developers signed consent. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII

PARTY WALLS

12.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Real Estate and placed on the dividing lines between the Residence Units shall constitute a party wall, and, to the extent not in with

the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

12.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. For purposes of this Article XII, the term "party wall" shall include the roof connecting the two (2) Residence Units.

12.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owner shall contribute equally to the cost of restoration thereof, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

12.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, malicious or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

12.6 Boundaries. "Plans" as that term is used herein, shall mean and refer to the floor and building plans of any Residence Unit, together with any surveys and final elevation Plans. In the event that any horizontal or vertical boundary line as shown on the plans do not coincide with the actual location of the respective walls, floor, ceiling, driveway, or roof of any Residence Unit because of inexactness of construction, settling after construction, or for any other reason, then the boundary line of such Residence Unit and its respective walls, floor, ceiling, driveway or roof shall be deemed to be, and treated for purposes of occupancy, possession, maintenance, decoration, and use and enjoyment, as in accordance with the actual and existing construction. In such cases, permanent easements for exclusive use shall exist in favor of the owner of each

Residence Unit in and to the space outside of the boundary lines of the Residence Unit and its respective walls, floor, ceiling, driveway, or roof as indicated on the plans, but within the walls, floors, ceilings, driveway or roof of the Residence Unit as they may actually exist.

ARTICLE XIII

MISCELLANEOUS

13.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion Johnson County, Indiana, or zoning commitment shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or commitments. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions or commitments; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing to enforce any such covenants, conditions, restrictions or without limitation the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions, restrictions, or commitments enumerated in this Declaration or in a Plat of any part of the Real Estate or otherwise shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon the occurrence, recurrence or continuance of such violation or violations.

13.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2024 and thereafter shall continue automatically until terminated or modified by vote of a majority of all Owners at any time hereafter, provided, however, that no termination of this Declaration shall affect any easement hereby created and reserved unless all persons entitled to the

beneficial use of such easement shall consent thereto.

13.4 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

13.5 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

13.6 Applicable Law. This Declaration shall be governed by the laws of the State of Indiana.

13.7 Annexation. In Developers sole and absolute discretion, additional land adjacent to the Initial Real Estate may be annexed by Developer to this Initial Real Estate (and from and after such Annexation shall be deemed part of the Real Estate for all purposes of this Declaration) by execution and recordation in the office of the Recorder of Marion County, Indiana) of a supplemental declaration by Developer which supplemental Declaration may be part of a Plat; and such action shall require no approvals or action of the Owners.

13.8 Government Financing Entities Approval. If there is Class B membership in the Association and if there is financing provided for any of the Real Estate by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, and any of these entities requires that their consent be obtained prior to amending this Declaration or dedicating the Common Areas subject to this Declaration, then while there is Class B Membership the Developer and the Association must obtain the consent of such entity. If none of the Real Estate is financed by any of such entities, then the Developer, while there is a Class B Membership, or the Association may amend this Declaration or dedicate any Common Areas without obtaining the consent of the above-referenced entities.

ARTICLE XIV

DEVELOPER'S RIGHTS

14.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all the Real Estate (subject to the limitations hereinafter provided in this Paragraph 14.1) for the use of Developer and its representatives, agents, contractors and affiliates during the Development Period.

Notwithstanding the foregoing, the area or the access license created by this Paragraph 14.1 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement property located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

14.2 Signs. Developer shall have the right to use signs of any size during the Development Period and shall not be subject to the Plat Covenants and Restrictions and this Declaration with respect to signs during the Development Period. The Developer shall also have the right to construct or change any building improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.

14.3 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer or such person or entity as, in the sole opinion of Developer, may be reasonably required to convenient or incidental to the development of the Real Estate and the sale of Lots and the construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices or trailers.

IN WITNESS WHEREOF, this Declaration has been executed by Developer as of the date first above written.

LASCALA LAKES, LLC, an Indiana Limited Liability Company

By: Matthew A. Faria

Printed: Matthew A. Faria

Title: Manager

MARTHA A. WOMACKS
MARION COUNTY CLERK
521982 APR 21 5
DAILY ENTRY SYSTEM
SUBJECT TO INDEMNIFICATION
FOR TRANSFER

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared Matthew Faria, of LaScala Lakes, LLC, who acknowledged execution of the foregoing, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of April, 2004
Tabitha Villarrubia
Notary Public

Tabitha Villarrubia

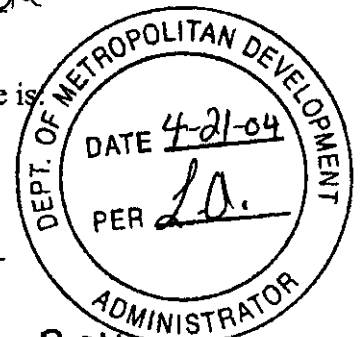
Printed

My County of Residence is

My Commission Expires:

June 29, 2011

Marion



APPROVED THIS 20th
DAY OF April 2004
PERRY TOWNSHIP ASSESSOR
John R. George GIS MANAGER



EXHIBIT "A"

LAND DESCRIPTION

A part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 14 North, Range 4 East, Marion County, Indiana described as follows:

Commencing at the southeast corner of the above described quarter-quarter; thence South 87 degrees 12 minutes 26 seconds West (assumed bearing) with the south line of the Southwest Quarter, 586.15 feet to the POINT OF BEGINNING of the subdivision herein described; thence continuing with the south line of the quarter, South 87 degrees 12 minutes 26 seconds West 521.49 feet; thence North no degrees 25 minutes 23 seconds West 290.40 feet; thence South 87 degrees 12 minutes 26 seconds West 225.00 feet; thence North no degrees 25 minutes 23 seconds West 1049.78 feet; thence North 87 degrees 17 minutes 04 seconds East 748.98 feet; thence South no degrees 18 minutes 54 seconds East 1339.05 feet to the Point of Beginning and containing 21.479 acres, more or less.

THIS SUBDIVISION CONSISTS OF 41 LOTS, NUMBERED 1 THROUGH 41, AND BLOCKS "A","B","C", AND "D", TOGETHER WITH THE STREET AND EASEMENTS SHOWN HEREON.

THE SIZE OF LOTS AND BLOCKS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2004-0068183, DATED APRIL 2, 2004 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND EXCEPT AS NOTED THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF:

WITNESS MY SIGNATURE THIS 6th DAY OF April, 2004

ROSS O. HOLLOWAY
REGISTERED LAND SURVEYOR
INDIANA #S0530

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

562424 JAN 18 05

DULY ENTERED FOR RECORDATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

(14)
M

CROSS REFERENCE
Instrument No. 2004-0080757

**FIRST AMENDMENT TO DECLARATION
OF LASCALA VILLAS**

This First Amendment to Declaration of LaScala Villas ("Amendment") is made effective as of the 14th day of January, 2005 (the "Effective Date"), by LaScala Lakes, LLC, an Indiana limited liability company as "Declarant,".

RECITALS

1. Declarant established a subdivision under that certain Declaration of LaScala Villas, dated March 9, 2004, and recorded April 21, 2004, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 2004-0080757, (the "Declaration"), with respect to the use and development of certain real estate described in the Declaration and defined therein as the "Real Estate", a description of which is attached hereto as Exhibit "A".

2. Any terms used in this Amendment that are not specifically defined herein shall have the definitions set forth in the Declaration.

3. Pursuant to Article XI of the Declaration, Declarant is entitled to amend the Declaration to correct clerical or typographical errors.

4. Declarant desires to amend the Declaration pursuant to Article XI thereof in order to correct clerical and typographical errors.

AMENDMENTS

1. The recitals set forth above are incorporated as if fully set forth herein.

2. Section 1.1 of the Declaration is hereby revised to read as follows:

"Association" means LaScala Villas Co-Owners Association, Inc., an Indiana not-for-profit corporation, which developer has caused or will cause to be incorporated, and its successors and assigns.

3. Section 7.2 of the Declaration is hereby revised as follows:

Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit an any amount not in excess of the Maximum Regular Assessment as follows:

(i) Until December 31, 2004, the Maximum Regular Assessment on any

- Residence Unit for any calendar year shall not exceed \$600.00 or \$50.00 per month.
- (ii) Until January 1, 2005, the Maximum Regular Assessment on any Residence Unit for any calendar year shall may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).
 - (iii) From and after January 1, 2005, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.
 - (iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

4. Except as provided in this Amendment, the Declaration shall remain unmodified and is hereby ratified and confirmed in all respects. In the event of a conflict between this Amendment and the Declaration, this Amendment shall control.

EXECUTED this 14 day of January, 2005.

LASCALA LAKES, LLC, an Indiana limited liability company

By: Matthew Targa

Title: Co-Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the said County and State, personally appeared Matthew Targa, the Co-Manager, of LaScala Lakes, LLC, an Indiana limited liability company, who, acknowledged the execution of the foregoing First Amendment to Declaration of LaScala Villas on behalf of said limited liability company.

Witness my hand and Notarial Seal this 14th day of January, 2005.

Wendy M. Cochran
Signature

Wendy M. Cochran
Printed Notary Public

My Commission Expires: 4-14-2012

County of Residence: Hendricks

This instrument was prepared by Paul J. Page, Esq., Baker Pittman & Page, Indianapolis, IN 46204
(317) 636-5561.





EXHIBIT "A"

LAND DESCRIPTION

A part of the Southeast Quarter of the Southwest Quarter of Section 16, Township 14 North, Range 4 East, Marion County, Indiana described as follows:

Commencing at the southeast corner of the above described quarter-quarter; thence South 87 degrees 12 minutes 26 seconds West (assumed bearing) with the south line of the Southwest Quarter, 586.15 feet to the POINT OF BEGINNING of the subdivision herein described; thence continuing with the south line of the quarter, South 87 degrees 12 minutes 26 seconds West 521.49 feet; thence North no degrees 25 minutes 23 seconds West 290.40 feet; thence South 87 degrees 12 minutes 26 seconds West 225.00 feet; thence North no degrees 25 minutes 23 seconds West 1049.78 feet; thence North 87 degrees 17 minutes 04 seconds East 748.98 feet; thence South no degrees 18 minutes 54 seconds East 1339.05 feet to the Point of Beginning and containing 21.479 acres, more or less.

THIS SUBDIVISION CONSISTS OF 41 LOTS, NUMBERED 1 THROUGH 41, AND BLOCKS "A", "B", "C", AND "D", TOGETHER WITH THE STREET AND EASEMENTS SHOWN HEREON.

THE SIZE OF LOTS AND BLOCKS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2004-0068183, DATED APRIL 2, 2004 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND EXCEPT AS NOTED THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCED SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF:

WITNESS MY SIGNATURE THIS 6th DAY OF April, 2004

ROSS O. HOLLOWAY
REGISTERED LAND SURVEYOR
INDIANA #S0530

MARTHA A. WOHACKS
MARION COUNTY CLERK

86668 JUL -6 05

OFFICE OF THE CLERK
SUBJECT TO FINANCIAL STATEMENT
FOR TRANSFER

2

CROSS REFERENCES

Instrument No. 2004-0080757

Instrument No. 2005-0007856

REF#

**SECOND AMENDMENT TO DECLARATION
OF LASCALA VILLAS**

This Second Amendment to Declaration of LaScala Villas ("Amendment") is made effective as of the 5th day of July, 2005 (the "Effective Date"), by LaScala Lakes, LLC, an Indiana limited liability company as "Declarant,".

RECITALS

1. Declarant established a subdivision under that certain Declaration of Covenants, Conditions and Restrictions of LaScala Villas, dated March 9, 2004, and recorded April 21, 2004, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 2004-0080757, (the "Declaration"), and subsequently amended by a First Amendment to Declaration of LaScala Villas, dated January 14, 2005, and recorded January 18, 2005, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 2005-0007856, with respect to the use and development of certain real estate described in the Declaration and defined therein as the "Real Estate".
2. Since that time, Developer has replatted lots 24, 26, 27, 28 and 29, which replat has been recorded as Instrument Number 2005-0106456.
3. Pursuant to Article XI of the Declaration, Declarant can modify the Declaration and is doing so to more accurately describe the Real Estate as currently platted.

AMENDMENTS

1. The recitals set forth above are incorporated as if fully set forth herein.
2. Developer has replatted lots 24, 26, 27, 28 and 29, which replat has been recorded as Instrument Number 2005-0106456.
3. Except as provided in this Second Amendment, the Declaration and First Amendment shall remain unmodified and are hereby ratified and confirmed in all respects. In the event of a conflict between this Amendment and the Declaration, this Amendment shall control.

EXECUTED this 5th day of July, 2005.

LASCALA LAKES, LLC, an Indiana limited liability company

07/06/05 04:06PM WANDA MARTIN MARION CTY RECORDER

JDM 14.00 PAGES: 2

Inst # 2005-0106457

01/09/2013 11:07 AM
JULIE L. VOORHIES
MARION COUNTY IN RECORDER
FEE: \$ 19.50
PAGES: 2
By: DW

CROSS REFERENCES

- Instrument No. 2004-0080757
- Instrument No. 2005-0007856
- Instrument No. 2005-0106457



THIRD AMENDMENT TO DECLARATION
OF LASCALA VILLAS

This Third Amendment to Declaration of LaScala Villas ("Amendment") is made effective as of the 3rd day of November, 2012 (the "Effective Date"), by LaScala Villas Community Association, Inc., an Indiana not-for-profit corporation as "Association,".

RECITALS

1. Association was established as a subdivision under that certain Declaration of Covenants, Conditions and Restrictions of LaScala Villas, dated March 9, 2004, and recorded April 21, 2004, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 2004-0080757, (the "Declaration"), and subsequently amended by a First Amendment to Declaration of LaScala Villas, dated January 14, 2005, and recorded January 18, 2005, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 2005-0007856, and subsequently amended by a Second Amendment to Declaration of LaScala Villas, dated July 5, 2005, and recorded July 6, 2005, in the Office of the Recorder of Marion County, Indiana, as Instrument Number 2005-0106457, with respect to the use and development of certain real estate described in the Declaration and defined therein as the "Real Estate".

2. Since that time, the Association now wants to allow for fishing in its lakes and ponds. Therefore, the Association hereby strikes the word "fishing" from Article IV, Paragraph 4.11 of the Declaration; thereby allowing fishing in the Association's lakes and ponds.

3. Pursuant to Article XI of the Declaration, Association can modify the Declaration and is doing so to allow for fishing in its lakes and ponds.

AMENDMENTS

1. The recitals set forth above are incorporated as if fully set forth herein.

2. Association amends Article IV, Paragraph 4.11 of the Declaration to allow for fishing in the Association's lakes and ponds.

3. Except as provided in this Third Amendment, the Declaration, the First Amendment and the Second Amendment shall remain unmodified and are hereby ratified and confirmed in all respects. In the event of a conflict between this Amendment and the Declaration, this Amendment

JOSEPH P. O'CONNOR
MARION COUNTY ASSESSOR
2013 JAN -9 A 11:02
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
CONTROL

055396

(2)DW

This document is provided for public use on file with the Recorder of Marion County, Indiana. This document is not eligible for resale under IC 36-2-7

* Not Recorded
on Public Record
as of 5-3-2013

REVISED AND RESTATED

CODE OF BY-LAWS

for

LASCALA VILLAS CO-OWNERS ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the corporation is "LaScala Villas Co-Owners Association, Inc." (also referred to as "Corporation" or "Association").

Section 2. Principal Office and Resident Agent. The name and post office address of the registered office of the Association is: LaScala Villas Co-Owners Association, Inc., 2615 National Avenue, Indianapolis, IN 46227, or as updated from time to time with the Indiana Secretary of State's Office.

The registered agent of the corporation is currently: Matthew Iaria, 2615 National Avenue, Indianapolis, IN 46227. However, it should be noted that the registered agent may be a member of the Board of Directors or a hired management agent and can potentially change from year to year. Therefore, the current registered agent of the Association may be determined through the most recent annual business entity report filed with the Indiana Secretary of State's office.

Until the Board of Directors otherwise determines, the registered office of the Association shall be the registered place of business of the Association, but such registered office may be changed from time to time by the Board of Directors in the manner provided by law and need not be identical to the registered place of business of the Association.

ARTICLE II

Definitions

Section 1. "Act" means the Indiana Nonprofit Corporation Act of 1991 and any subsequent amendments thereto.

Section 2. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Corporation filed with the Office of the Secretary of State of Indiana, as the same are or hereafter may be amended from time to time.

Section 3. "Association" or "Corporation" shall mean and refer to LaScala Villas Co-Owners Association, Inc.

Section 4. "Board of Directors" means the Board of Directors of the Corporation.

Section 5. "Bylaws" means the most current Code of Bylaws, including any amendments or revisions, adopted by the Association.

Section 6. "Declarant" or "Developer" means LaScala Lakes, LLC, a Indiana limited liability company and its successors and assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions of LaScala Villas that was recorded with the Office of the Marion County Recorder on April 21, 2004, as Instrument # 2004-0080757, and all subsequent amendments thereto.

Section 8. "Director" means a member of the Board of Directors either elected or appointed in accordance with these Bylaws.

Section 9. "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.

Section 10. "Owner" also referred to as "Member" or "Lot Owner", means the record owner, whether one or more persons or entities, of the fee simple title to any lot or residence unit designed for occupancy of one family, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term owner as used therein shall include Developer so long as Developer shall own any lot, residence unit or any Real Estate in the Real Estate.

Section 11. "Property", "Properties", "Real Estate" "Development" and "Tract" shall mean and refer to the real estate described in the Declaration, identified in the exhibits attached to the Declaration, and/or set forth on the various recorded Plats of the Development, and any property subsequently annexed thereto pursuant to the Declaration.

Section 12. "Residence Unit" means one-half (1/2) of a building designed for residential occupancy including one-half (1/2) of the thickness of any party wall separating the residence unit from another residence unit comprising the building. A lot may contain one (1) or two (2) residence units.

Section 13. All other terms used in these Bylaws not set forth herein are to be interpreted as defined and used in the Declaration.

ARTICLE III

Membership, Meetings, and Voting Rights

Section 1. Membership: Reference is hereby made to the Declaration (Article V) and the Articles (Article 5) which sets forth terms, provisions, and conditions governing and relating to membership in the Association and the transfer of membership and voting rights of classes of members, all of which terms, provisions and conditions are incorporated herein by reference.

Section 2. Quorum and Adjournments: At any meeting of the membership, unless otherwise stated in these Bylaws or in the Declaration, the presence of members, in person or by proxy, entitled to cast twenty percent (20%) of the total number of valid and eligible owner votes shall constitute a quorum. For purposes of this section, the term "eligible" means any owner whose privileges are not suspended for any reason as set forth in the Declaration, Articles or these Bylaws. If a member has had his voting rights suspended pursuant to the Declaration, Articles or these Bylaws, that vote is not considered a valid or eligible vote toward calculating quorum requirements. After a member's vote is represented, either in person or by proxy, for any purpose at a meeting, the vote will be considered present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting. Except as otherwise provided in the Declaration, Articles or these Bylaws, each question or action will be deemed passed if approved by a simple majority of the eligible votes cast by the members present, in person or by proxy, at a meeting at which a quorum is present.

In the event a quorum is not present at any meeting called under authority of these Bylaws, that meeting may be adjourned to another date not more than sixty (60) days later. At this subsequent meeting, or meetings, the quorum will drop to ten percent (10%) of the total number of valid and eligible owner votes. No subsequent meeting(s) may be called more than sixty (60) days after the preceding meeting without providing new notice to the members.

Section 3. Meetings: Meetings of the Members of the Association will follow these provisions:

A. **Place.** Meetings of the Members are to be held in Marion County, Indiana, at a place selected by the Board of Directors of the Association.

B. **Annual Meeting.** The Board of Directors of the Association will set a date for the Association's Annual Meeting to be held each year. The only limitation to setting the date for the Annual Meeting is that the Annual Meeting must be held no more than fifteen (15) months after the previous annual meeting. However, the specific date, time and place of the Annual Meeting are to be determined by the Board of Directors. At each Annual Meeting, the Members will conduct director elections and transact any other Association business to be properly addressed at the meeting.

C. **Special Meetings.** A Special Meeting of the Lot Owners may be called by: a) the President; b) resolution approved by a majority of the Board of Directors; or c) by written petition signed by at least ten percent (10%) of the lot owners. The petition must be presented to the President or Secretary of the Association and must state the purpose(s) for which the Special Meeting is to be called. ~~A Special Meeting may be called by the membership only to address items that are within the member's authority to review and vote upon.~~ The percentage required for a quorum has no impact on the percentage of owner's necessary to approve an amendment to the Declaration.

The Board of Directors has thirty (30) days from the date the Secretary receives a properly signed petition from the members to send a notice to the membership calling the requested Special Meeting. The purpose(s) of the Special Meeting, along with the date, time and location of the Special Meeting must be stated in the meeting notice sent to the lot owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the lot owners are present.

~~It should be noted that according to the Act the members may not call or hold a Special Meeting of the members without first submitting a petition, signed by not less than ten percent (10%) of the members, asking that the Board of Directors call a Special Meeting as set forth above. If the Board refuses to call a Special Meeting of the members after receiving a proper petition from the members, then the members may call a Special Meeting of the membership on their own.~~

- D. **Notice of Meetings.** Written or printed notices stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at the meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting, but not more than sixty (60) days prior to the meeting.

Notices of any meeting may be mailed by first class U.S. Mail. Notices of meetings may also be hand-delivered to an owner's residence. If the owner consents to electronic service, then notice of meetings may be provided to owners by email or postings on the Association's website, if the Association has one.

Notice of any meeting of the members may be waived in writing by any owner or by the owner's attendance at the meeting in person, by proxy or by ballot.

- E. **Order of Business.** The order of business at meetings of the members shall, to the extent applicable, be as follows:

1. Call to Order.
2. Reading of minutes of preceding meeting.
3. Reports of officers.
4. Reports of committees.
5. Treasurer's Report and review of Annual Budget (if an annual meeting).
6. Election of director(s) (if an annual meeting).
7. Unfinished business.
8. New business.
9. Adjournment.

Section 4. Voting at Meetings.

- A. **Voting Rights.** Unless otherwise suspended, each Lot is entitled to cast one (1) vote on each issue properly brought before the membership. In the event any Lot is owned by more than one person, the owners must decide among themselves which owner is entitled to vote at a meeting of the members. In the event the lot is owned by a corporation or other entity, that entity may appoint a representative to cast the vote(s) for the lot.

- B. **Proxies.** A member may vote either in person or by his duly appointed proxy. Where a member's vote is by proxy, the member must designate his proxy in writing and deliver it to the Secretary of the Corporation or any other officer or agent of the Association authorized to tabulate votes. The proxy is effective once it is received by the Association.

A proxy must contain the member's printed name, address or Lot number, the member's signature, and the date the proxy is executed (signed). A proxy is only valid for eleven (11) months from the date of its execution unless a longer or shorter period of validity is expressly set forth in the proxy. A proxy may be revoked in writing by the member prior to being exercised or by the member's personal attendance at the meeting where the vote is to be taken.

If a member signs more than one proxy appointment, the latest in time, if possible to determine, is considered to be valid. If a member signs more than one (1) proxy to be used at a particular meeting, and it cannot be determined which proxy is the latest in time, then none of the member's proxies shall be counted or voted.

C. **Majority Required.** Except as otherwise provided in the Declaration, Articles, these Bylaws, or Indiana law, each question or action voted upon at any member meeting will be deemed passed if approved by a simple majority of the eligible votes cast by the members present, in person or by proxy, at the meeting at which a quorum is present.

D. **Suspension of Voting Rights.** No member shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due to the Association shall be eligible to vote, either in person or by proxy.

For purposes of this provision, the thirty (30) day period begins on the first day of the fiscal year or the due date of the assessment as set by the Board of Directors pursuant to its authority as set forth in the Declaration, whichever is later in time. If the amount due to the Association is for an obligation other than assessments, such as reimbursement for a covenant violation or court judgment, then the thirty (30) day period shall start on the date the amount became due.

The term "payment" means the payment of all amounts due to the Association, including any assessments, collection fees, interest, late fees, attorney fees, court costs, or other sums that are owed to the Association. As a result, if any owner is paying the Association on a payment plan or agreement, and that payment arrangement does not pay the entire amount due to the Association within thirty (30) days of becoming due, then that owner's voting rights will stay suspended until the entire amount due to the Association is paid in full.

In addition, payment of delinquent accounts by any method other than cash at a meeting where a vote will be held does not end any suspension under this provision until the funds from the payment are actually received by the Association. The Board of Directors is free to adopt additional rules regarding the suspension of voting rights as they deem necessary or appropriate for the failure of an owner to pay any sums owed to the Association.

Section 5. Action by Written Ballot, Etc. Any action required or permitted to be taken at any meeting of the members may be taken by written ballot with or without a meeting if the Association delivers a written ballot to every owner eligible to vote on the matter. To be valid, the ballot must contain:

- a) the printed name of the lot owner;
- b) the signature of the lot owner;
- c) the lot(s) owned or being purchased by the lot owner; and
- d) the date the ballot is being signed.

Approval by written ballot is only valid if:

- a) the number of votes cast in person and/or by ballot equals or exceeds the quorum required to be present at a meeting authoring such action; and
- b) the number of approvals equals or exceeds the number of votes required to approve the matter at a meeting.

The written ballot must set forth each proposed action and provide an opportunity for the owner to vote for or against each proposed action. A solicitation, or request, for votes by written ballot must indicate:

- a) the number of responses needed to meet the quorum requirements;
- b) the percentage of approvals necessary to approve each matter, other than the election of directors; and
- c) specify the time by which a ballot must be received by the Association to be counted.

If a meeting is to be held, then ballots may be mailed or personally delivered to the Association's registered office prior to the meeting date; however, unless otherwise stated on the ballot, all ballots cast

by owners NOT attending the meeting must be RECEIVED at the Association's registered office by the end of business at least two (2) calendar days prior to the date of the meeting in order to be counted. Unless otherwise stated on the ballot, any ballots received less than two (2) calendar days prior to the meeting date will not be counted.

If a meeting is NOT to be held, then owners must mail or personally deliver their ballot to the Association's registered office by the due date stated on the ballot. Any ballots RECEIVED after the due date will not be counted.

Only official ballots sent to the owners by the Association will be accepted. Unofficial ballots will not be counted. Ballots must be received by the Association in a sealed envelope; ballots in open or unsealed envelopes will not be counted. Each owner must fully fill out the ballot, print their name and address and sign the ballot. The Board of Directors may adopt additional voting procedures for submitting and processing ballots.

If an owner signs or submits more than one ballot, the latest in time, if possible to determine, is considered to be valid. However, if an owner signs or submits more than one ballot, and it is not possible to determine which ballot is to be used, the Board may reject all ballots submitted by that owner.

In addition, voting and meeting participation may be held or performed in any manner set forth in the Act or deemed acceptable by the Courts as a practical way to collect votes and allow Members to participate in Association actions.

ARTICLE IV

Nomination and Election of Directors

Section 1. Nominations. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations may be made in writing and presented to the Secretary of the Association prior to the date of the annual meeting. The Board has the authority to set a deadline date for submitting written nominations prior to the annual meeting.

If an insufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then oral nominations will be accepted from the floor prior to voting on any open Directorship position.

If a sufficient number of written nominations are received prior to the date of the annual meeting to fill all Board positions open for elections at the annual meeting, then the presiding officer of the annual meeting has the sole discretion to either: 1) stand on the submitted written nominations; or 2) accept additional oral nominations from the floor, prior to voting on any open Directorship position.

Section 2. Election. Voting on each position for the Board of Directors shall be by paper ballot containing the signature, printed name and address of the Owner or his proxy casting the ballot. Written balloting may be waived by proper motion at the annual meeting and voting conducted by a voice vote or show of hands in circumstances where the number of nominees does not exceed the number of Board positions open for election (i.e. 2 nominees for 2 open directorships).

Each Owner, or their proxy, may cast the total number of votes to which he is entitled to cast for as many nominees as are to be elected; however, cumulative voting shall not be allowed. Those persons receiving the highest number of votes shall be elected.

At any director election where the terms of those directors being elected are to be staggered, the highest vote recipient shall be elected to the longest term, the second highest vote recipient shall be elected to the second longest term, and so on until all director positions being elected are filled. If there is a tie for directorship positions of differing term lengths (i.e. two (2) persons both receive fifteen (15) votes, but one (1) is to serve a two (2) year term and one (1) is to serve a one (1) year term), the directors may agree to which term each will serve without the need for a new run-off vote. If the directors cannot resolve the term dispute by agreement, then the presiding officer shall have the sole discretion to decide

the issue by either: 1) conducting a run-off ballot vote by the members; 2) draw from a hat; or 3) the flip of a coin.

In the event no quorum is present at an annual meeting of the Association, or if a sufficient number of candidates cannot be found to fill all open Board vacancies at the annual meeting, whether by slating, written petition or oral nomination, then the remaining members of the Board of Directors may fill any directorship positions open for election at the annual meeting. Any Director so appointed to fill an open position on the Board of Directors shall serve the same term as if elected by the members at the annual meeting.

Section 3. Conducting Elections by Ballot. The election of directors may be conducted by ballot so that owners may select their nominees and send in their votes prior to the annual or special meeting. If the number of written nominations received by the Association before the deadline date exceeds the number of open board positions to be filled at the annual meeting, then a ballot will be mailed to each owner for voting on new board members. *If the election of directors is conducted by ballot voting, then NO write-in nominations or nominations from the floor will be accepted so everyone has a chance to vote on the same list of candidates.*

If the number of written nominations received by the Association before the deadline date matches the number of open board positions to be filled at the annual meeting, then there is no reason to incur the expense of a mailed ballot since all submitted nominees will be elected by default. In this situation, the Board may simply waive ballot voting and accept the submitted nominees by voice vote at the annual meeting.

If an insufficient number of written nominations are received by the deadline date to fill all Board positions open for election at the annual meeting, then ballot voting will not be conducted and oral nominations will be accepted from the floor prior to voting on any open Directorship position.

ARTICLE V

Board of Directors

Section 1. Number, Qualifications and Term of Office.

(a). **Number.** The affairs of the Association shall be governed and managed by the Board of Directors (collectively called the "Board" or "Directors" and individually called "Director"). The minimum number of directors is three (3), and the maximum number of directors is five (5). Unless changed as described herein, the Board of Directors will be composed of five (5) persons. If the number of directors currently serving changes due to the resignation or removal of directors, or if an insufficient number of members volunteer to fill all possible Board positions, the Board shall continue to function with the remaining number of directors until those vacancies are filled so long as there are at least three (3) directors serving.

(b). **Qualifications.** A director must be a member of the Association, must maintain his primary place of residence in the LaScala Villas, and not have his membership rights in the Association suspended for any reason as set forth in the Declaration, Articles or these Bylaws. No Lot may be represented by more than one person or representative on the Board of Directors at the same time.

(c). **Term of Office Generally.** The Board of Directors will serve their terms on a staggered basis as provided by law and as set forth in the Declaration, with approximately one-third (1/3) of the Board being open for election each year. Therefore, at the turnover meeting or first Annual Meeting

following adoption of these bylaws, whichever occurs first, two [redacted] will be elected to serve a [redacted] term. [redacted] will be elected to serve a [redacted] term. [redacted] will be elected to serve a [redacted] term. All directors shall serve their full term and/or until their respective successors are properly elected and qualified.

Section 2. Vacancies and Removal.

(a). **Vacancies.** Any vacancy that occurs on the Board of Directors due to the death, resignation or removal of a director will be filled by a new appointee approved by a majority vote of the remaining Directors, and the appointee will serve the remaining term of the vacant directorship; unless the vacancy is caused by a Director being removed from the Board by a vote of the membership at a special meeting called for that purpose, in which case the members in attendance at that special meeting must select a replacement(s) to fill the position(s) of the removed Director(s). Any Director elected by the members to fill a vacancy on the Board will serve the unexpired portion of the vacant directorship.

(b). **Removal.** [redacted] Directors may be removed from the Board of Directors with or without cause by a majority vote of the members of the Association at a special meeting called for such purpose. The vacancy or vacancies created by the members at a special meeting shall be filled by the members in attendance at that same special meeting. Any Director elected by the members to fill a vacancy on the Board will serve the unexpired portion of the vacant directorship.

Pursuant to Indiana Code 23-17-12-10, it may be amended or repealed from time to time by the Board of Directors and has the right to remove a Director from the Board, for cause, by a majority vote of the remaining Board members.

For purposes of this provision, "for cause" includes, but is not limited to, a) any act or omission of a Director resulting in the Board of Directors becoming ineligible to serve under the Board's governing documents set forth in the Declaration, Articles or these Bylaws; b) acts of fraud, theft, deception, or criminal behavior; c) breach or disclosure of confidential Board or owner information or discussions to person(s) not on the Board; or e) any other actions not authorized or ratified by the Board which hinder or bypass the authority of the Board to act as a whole.

Determination of whether "for cause" has been sufficiently established to justify removal of a Director is left to the sole discretion of the members or the remaining Directors and may not be overturned by judicial action unless it is determined by a court of competent jurisdiction that the removal of the director was contrary to the Act. The vacancy of a directorship due to a Director being removed by a vote of the Board shall be filled by a majority vote of the remaining Board members.

Section 3. Duties of the Board of Directors. The Board of Directors is the governing body of the Association representing all of the Owners and is responsible for the functions and duties of the Association, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses.

The Board shall fulfill these duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar conditions, and in a manner the Board believes to be in the best interest of the Association. The availability of funds, the unforeseen or unexpected nature of expenses caused by natural, administrative, or regulatory reasons, or any other factor or factors which may hinder or prevent the Board from taking action to fulfill any of these duties shall be considered in determining the reasonableness of the Board's actions or failure to provide certain services or maintenance as provided herein.

The Board may employ a managing agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The managing agent shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) maintenance, repair, replacement, landscaping, painting, decoration, furnishing, and upkeep of the Common Areas and lots as set forth in the Declaration, unless the same are otherwise the responsibility or duty of Owners of Lots;
- (b) procuring of utilities in connection with the Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);
- (c) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;
- (e) preparation of the annual budget, a copy of which will be mailed or delivered to each Owner;
- (f) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior fiscal year;
- (g) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, itemizing the Common Expenses when possible;
- (h) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverage required under this Declaration and such other insurance coverage as the Board, in its sole discretion, may deem necessary or advisable;
- (i) paying taxes and assessments assessed against and payable with respect to the Common Areas and paying any other necessary expenses and costs in connection with the Common Areas;
- (j) enforcing all covenants, restrictions, bylaws and rules and regulations set forth in the Declaration, Articles, Bylaws or adopted rules and regulations;
- (k) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

Section 4. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power to:

- (a) employ a managing agent to assist the Board in performing its duties;
- (b) purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;
- (d) employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;
- (e) include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all such costs there from;
- (f) open and maintain a bank account or accounts in the name of the Association;
- (g) create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Property, including the individual lots, streets (whether public or private), and the Common Areas, with these rules and regulations being in

addition to or supplementing the provisions set forth in the Declaration, as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board must be promptly delivered to all Owners;

- (h) take any and all appropriate action, including legal action, if necessary, to enforce or gain compliance by all Owners of the provisions, restrictions or requirements within Declaration, Articles, Bylaws, or rules and regulations of the Association;
- (i) grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service; provided that such easements are located within or are co-extensive with any one or more utility easements, maintenance and access easements, landscape and maintenance easements, or Common Areas shown upon, and identified as such on, or provided for in, any subdivision plat of the Development, whether such plat is heretofore or hereafter recorded.

Section 5. Annual Meeting. The Board of Directors must meet annually, without notice, immediately following, and at the same place as, the annual meeting of the membership; or at the next regularly scheduled Board meeting, for the purpose of electing officers.

Section 6. Regular Meetings. Regular meetings of the Board of Directors shall be held at such regular intervals, without notice, at such place and hour as may be determined from time to time by resolution of the Board of Directors. If a regular meeting of the Board is to be held on a date other than a regularly scheduled meeting date previously set by the board, then notice of the meeting must be provided to each director at least forty-eight (48) hours prior to the meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the members of the Board of Directors, at any place within or without the State of Indiana, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or email. If notice is given by U.S. Mail, via first class, postage pre-paid, mail, then notice of the special meeting must be sent at least three (3) days before the meeting.

Section 8. Notice and Waiver of Notice. Notices of Board meetings shall be given to each Director as set forth in these Bylaws. A Director waives formal meeting notice requirements by attending the meeting or by voting in writing or email on any issue addressed at a meeting of the Board.

Section 9. Quorum. A majority of the entire Board of Directors then qualified and acting constitutes a quorum for the purpose of transacting business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 10. Attendance at Board Meeting. Any board member may participate in a board meeting telephonically, such as a conference call, or electronically, such as internet video transmission, or other internet or electronic communication by which all directors participating may hear each other during the meeting.

Section 11. Action Taken Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if the action is approved by a majority of the entire Board in writing or via email. If an action is approved via writing or email, evidence of the written or email approval must be made a part of the corporate Board minutes or records. However, failure to keep documentation of the approval does not automatically invalidate the decision.

Section 12. Compensation. No Director shall receive compensation for any service he renders to the Association as a director. However, any Director may be reimbursed for his out-of-pocket expenses incurred in the performance of his duties, and any Director may be paid and compensated for services rendered to the Association in a capacity other than as a director.

Section 13. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Section 14. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 15. Bond. The Board of Directors may provide surety bonds (or an equivalent form of coverage) and may require the managing agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds (or an equivalent form of coverage), indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful, abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond (or equivalent form of coverage) shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds (or equivalent form of coverage) shall be a Common Expense.

ARTICLE VI

Officers

Section 1. In General. The officers of the Corporation must be members of the Board of Directors and may consist of a President, a Vice President, a Secretary, a Treasurer, and such other officers or assistant officers as the Board shall from time to time create and so appoint. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 2. Election and Terms. Each officer will be appointed by the Board of Directors at the Board's annual meeting, and shall hold that officer position until: a) the next annual meeting of the Board; b) the expiration of the director's term on the Board of Directors; or c) the director's removal or resignation from the Board, whichever occurs first.

Section 3. Vacancies and Removal. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Corporation, or otherwise, the vacant office shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected and appointed.

Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board. A Director removed from a particular office shall continue to serve on the Board of Directors, and may be re-appointed to a different office or may serve on the Board without an officer designation.

Section 4. President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control, and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies on behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Indiana, the Declaration, the Articles of Incorporation and this Code of Bylaws.

Section 5. Vice-President. The Vice-President shall act in the place or stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by him the Board of Directors or as are delegated to him by the President.

Section 6. Secretary. The Secretary shall attend meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President. The Secretary, or Board in the Secretary's absence, shall have the authority to appoint someone to serve as the Secretary's assistant for note/minute taking purposes at a meeting.

Section 7. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designate by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

Section 8. Special Appointments. The Board of Directors may appoint such other officers and/or assistant officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

ARTICLE VII

Committees

Section 1. In General. The Board of Directors, by resolution adopted by a majority of the Board of Directors, may create or appoint one (1) or more various committees to assist the Board in carrying out the purposes of the Association. Members of committees may, but need not, be members of the Board of Directors. Each committee, to the extent provided in such resolution or as authorized pursuant to the Act, Articles, Declaration, or these Bylaws, shall have and may exercise such authority of the Board of Directors as shall be expressly delegated by the Board from time to time; except that no such committee shall have the authority of the Board of Directors in reference to:

- a. Adopt, amend or repeal the Articles of Incorporation;
- b. Approve or recommend a plan of merger or consolidation of the corporation not requiring Member approval;
- c. Approve or recommend to the Members the sale, pledge, lease, transfer or exchange of all or substantially all of the assets of the Corporation;
- d. Approve or recommend to the Members the dissolution of the Corporation or a revocation thereof;
- e. Adopt, amend, or repeal the Bylaws of the Corporation;
- f. Fill vacancies on the Board of Directors or committees;
- g. Elect, appoint or remove Directors or members of committees;
- h. Fix the compensation of any member of such committee; or
- i. Alter or repeal any resolution of the Board of Directors that by its terms provides that it shall not be so amendable or repealable.

A majority of all members of any such committee may determine its action and fix the time and place of its meetings, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed upon it or him by the Indiana Nonprofit Corporation Act of 1991, as amended.

ARTICLE VIII

Records of the Association

Section 1. In General. Current copies of the Declaration, the Articles, the Bylaws, rules and regulations, other corporate documents concerning the Real Estate or the Association and its operation required to be kept and made available for inspection shall be available for inspection by any member or other properly designated party at the principal office of the Association during reasonable business hours or under other reasonable circumstances, where copies of the same may be purchased at reasonable cost.

The Association shall keep detailed books of account showing all expenditures and receipt of administration which shall specify the maintenance and repair expenses of the Common Areas, all easements, and any other expenses incurred by or on behalf of the Association and the members. The accounts, books, records, financial statements, and other papers of the Association shall be open for inspection by any member upon written request submitted to the Board at least five (5) days in advance of the inspection date, and said inspection is to be made during reasonable business hours or under other reasonable circumstances. Any holder, insurer, or guarantor of a first mortgage on a Lot shall be entitled upon written request to receive a financial statement for the immediately preceding fiscal year. Any reasonable administrative or reproduction expenses incurred by the Association to provide requested records shall be borne by the party requesting the records inspection.

The Association reserves the right to require any member to request inspection of the accounts, books, records, financial statements, and other papers of the Association according to the requirements set forth under the Indiana Nonprofit Corporation Act of 1991, specifically Indiana Code 23-17-27 et seq., and any amendments or re-codification subsequently adopted thereto. The Association reserves the right to deny an owner access to any records that are not required to be opened for inspection under Indiana law, or if the Association determines the owner's request; a) was not made in good faith or for a proper purpose; b) the member fails to describe with reasonable particularity the purpose and the records the member desires to inspect; or c) the records requested are not directly connected to the stated purpose for the request.

ARTICLE IX

Execution of Instruments

Section 1. Checks, Draft, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association shall be signed or endorsed by such officer or officers, employee or employees of the Association as shall from time to time be designated by the Board of Directors.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President, and attested by the Secretary.

ARTICLE X

Assessments and Fiscal Year

Section 1. Assessments. Each Owner is obligated to pay to the Association annual and/or special assessments, along with a security monitoring assessment, as more specifically described in the Declaration. The assessments are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when they are due will be delinquent.

If the assessment is not paid within thirty (30) days after the assessment falls due, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. In addition, the Association may impose reasonable late fees on all delinquencies. The Board shall have the right to determine the amount of the late fees, the time period before the late fees are imposed, the rate of the late fees (i.e. annually, monthly, etc.) and to make any other provisions for late fees and interest charges on late payments as the Board, in its sole discretion, deems appropriate. If the Association incurs administrative fees or expenses as a result of collecting delinquent amounts, the Owner shall be personally obligated to reimburse the Association these fees. Also, the Board may accelerate the entire balance of any unpaid portion of the annual assessment and declare the remaining amount of the annual assessment is due and payable immediately. The Board may also adopt specific collection procedures to be used in collecting assessments and pursuing delinquent accounts.

If the Association employs legal counsel to pursue the collection of unpaid amounts owed to the Association, the Owner shall be personally obligated to pay any collection costs or expenses for the sending of collection letters or other correspondence or communication prior to the filing of legal action, or for the Association's attorney to take any other action in an attempt to collect the unpaid amounts.

The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such account balance the costs of preparing the collection notices and letters, preparing and filing the complaint in such action, interest and late fees on any assessment as above provided, and reasonable attorneys' fees, together with the costs of the action.

In addition, an Owner who becomes more than thirty (30) days delinquent on any assessment or other payment due to the Association shall not be eligible to vote, either in person or by proxy; to be elected or serve on the Association's Board of Directors; or to use any of the Common Area facilities, if any, pursuant to the provisions set forth in the Declaration, Articles and/or these Bylaws.

Section 2. Fiscal Year. The fiscal year of the Association shall begin at the beginning of the first day of January in each calendar year and end at the close of the last day of December of the same calendar year.

ARTICLE XI

Rules and Regulations; Enforcement

Section 1. Rules and Regulations. The Board shall have the authority to create, adopt, revise, amend or alter from time to time such additional rules and regulations with respect to use, occupancy, operation, enjoyment, and architectural additions or modifications of the Property, including the individual lots, streets (whether public or private), common areas, and any other portion of the Property, including the personal conduct of the members and guests thereon, as in the sole discretion of the Board

are deemed necessary or advisable. Copies of any rules and regulations adopted by the Board must be delivered to all owners at their last known address.

All rules, regulations, policies, procedures and guidelines shall be binding and enforceable upon each and every lot and member, including all occupants, guests and invitees of any lot or member, in the Development the same as if it were expressly set forth in the Declaration itself. Any rules, regulations, policies, procedures and guidelines adopted by the Board may be specifically overruled, cancelled, or modified by the Board or at a duly called and constituted regular or special meeting of the members by a majority vote of all eligible members of the Association.

Section 2. Enforcement In General. Any party to whose benefit the Declaration or these Bylaws inures, including the Association, any Committee, or any individual owner, may proceed at law or in equity to prevent the occurrence or continuation of any violation of the Declaration or these Bylaws, or any rules, regulations, policies, procedures or guideline adopted thereto, but neither the Association or any Committee shall be liable for damages of any kind, including legal fees and costs, to any person for failing to enforce or carry out any of the provisions of the Declaration or these Bylaws.

Section 3. Costs and Attorney Fees. The provisions of the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines for LaScala Villas, including amendments or modifications thereto, shall be binding and enforceable upon each and every Lot and Lot Owner in LaScala Villas. For any violation of the Declaration, Articles, Bylaws, or rules, regulations or architectural guidelines adopted by the Board or the Architectural Committee, each owner in violation shall be subject to an action at law or in equity by the Association to enjoin the violation, or pursue any other relief or remedy as may be set forth in the Declaration, Articles, Bylaws or rules and regulations.

If the Association takes any action to enforce any provision or restriction in the Declaration, Articles, Bylaws, and rules, regulations and architectural guidelines of LaScala Villas, including, but not limited to, the preparing and sending of violation letters, towing of vehicles, self-help, or legal action filed in the courts, then the Association shall be entitled to reimbursement of all its costs and expenses, including, but not limited to reasonable attorney fees, administrative charges by a management agent, and court costs, of said enforcement activity or action from the party or parties in violation of said provision, restriction, rule, regulation or architectural guideline.

The foregoing remedies shall be in addition to, or supplement, any remedies of the Association identified in the Declaration, Articles or Bylaws, and may be used or applied to any enforcement activity or action taken pursuant to any violation of the Declaration, Articles or Bylaws or any properly adopted rule or regulation.

These remedies are adopted herein to maintain the intent and spirit of the Declaration, Articles or Bylaws that the Association and its members should not be penalized or suffer a financial loss to the Association's operating budget for the cost of any enforcement efforts necessary to gain or achieve an Owner's compliance with the terms and restrictions set forth in the Declaration, Articles or Bylaws or any properly adopted rule or regulation.

ARTICLE XII

Amendments

Section 1. Amendments. The Board of Directors of the Association shall have the power, without the assent of the members, to make, alter, amend or repeal the Bylaws.

Section 2. Recording. While the Code of Bylaws does not have to be recorded under Indiana law, if the Board decides at any point in time to record the Bylaws, the Bylaws, including all future

amendments or changes thereto, must be executed by the President and Secretary of the Board and recorded in the Office of the Marion County Recorder before becoming effective.

Section 3. Document Conflicts. In the case of any conflict between the Declaration and the Articles, the Declaration will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control. In the case of any conflict between the Articles and these Bylaws, the Articles will control.

ARTICLE XIII

The Indiana Nonprofit Corporation Act of 1991

The provisions of the Indiana Nonprofit Corporation Act of 1991, as amended, applicable to any of the matters not herein specifically covered by these Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.

[End of Bylaws]

The undersigned hereby certifies that this Revised and Restated Code of Bylaws for LaScala Villas Co-Owners Association, Inc. was duly moved and passed by a majority vote of the Association's Board of Directors and that all other requirements for amending the Code of Bylaws have been met.

LASCALA VILLAS CO-OWNERS ASSOCIATION, INC.

Matthew A. Iaria
President

11-02-11
Date

MATTHEW A. IARIA
Printed Name of Director

ATTEST:

Mary Ann Sullivan
Secretary

11.2.11
Date

Mary Ann Sullivan
Printed Name of Director

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared MATTHEW IARIA and MARY ANN SULLIVAN, the President and Secretary, respectively, of LaScala Villas Co-Owners Association, Inc., who acknowledged execution of the foregoing Revised and Restated Code of Bylaws for LaScala Villas Co-Owners Association, Inc. and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 02 day of November, 2011.

Catherine Smith
Notary of Public - Signature

Stamp:

CATHERINE SMITH
Printed

I hereby affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. -Scott A. Tanner

This document was prepared by and should be returned to:
Scott A. Tanner, TANNER LAW GROUP, 6745 Gray Road, Suite H, Indianapolis, IN 46237

INST# 2004-0080757

LASCALA VILLAS

Located in Section 16, Township 14 North, Range 4 East in Marion County, Indiana

LOT NO.	AREA (SQ. FT.)	AREA (ACRES)	PERMITS
1	12,000	0.274	
2	12,000	0.274	
3	12,000	0.274	
4	12,000	0.274	
5	12,000	0.274	
6	12,000	0.274	
7	12,000	0.274	
8	12,000	0.274	
9	12,000	0.274	
10	12,000	0.274	
11	12,000	0.274	
12	12,000	0.274	
13	12,000	0.274	
14	12,000	0.274	
15	12,000	0.274	
16	12,000	0.274	
17	12,000	0.274	
18	12,000	0.274	
19	12,000	0.274	
20	12,000	0.274	
21	12,000	0.274	
22	12,000	0.274	
23	12,000	0.274	
24	12,000	0.274	
25	12,000	0.274	
26	12,000	0.274	
27	12,000	0.274	
28	12,000	0.274	
29	12,000	0.274	
30	12,000	0.274	
31	12,000	0.274	
32	12,000	0.274	
33	12,000	0.274	
34	12,000	0.274	
35	12,000	0.274	
36	12,000	0.274	
37	12,000	0.274	
38	12,000	0.274	
39	12,000	0.274	
40	12,000	0.274	
41	12,000	0.274	

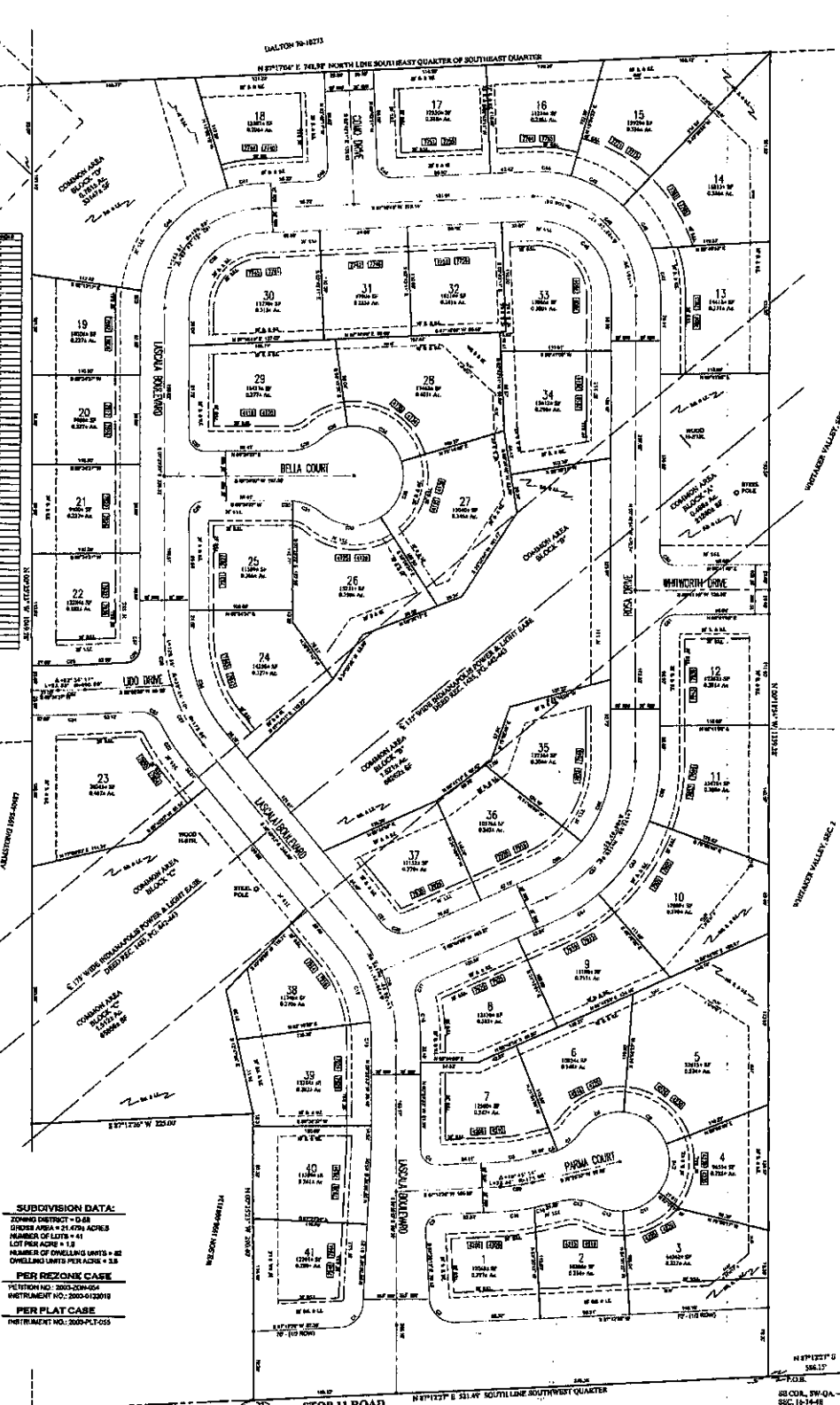
LEGEND

- 41 LOT NUMBER
- LOT AREA IN SQUARE FEET
- LOT NUMBER
- D.U. & L.E. DRAINAGE UTILITY AND LANDSCAPE EASEMENT
- D & U.D. DRAINAGE AND UTILITY EASEMENT
- B.S.L. BUILDING SETBACK LINE
- S.S.L. SANITARY SEWER EASEMENT

There are easements of record on these lots that are not shown on this plat. The owner of the property is advised that these easements are not shown on this plat. The owner of the property is advised that these easements are not shown on this plat.

INST# 2004-0080757

SCALE: 1 INCH = 50 FEET



SUBDIVISION DATA:
 ZONING DISTRICT - D-28
 COVERED AREA - 21.04 ACRES
 NUMBER OF LOTS - 41
 LOT PER ACRE - 1.9
 NUMBER OF DWELLING UNITS - 42
 DWELLING UNITS PER ACRE - 2.0

PER REGIONAL CASE:
 TELEPHONE NO. 300-2000
 INSTRUMENT NO. 2003-012019

PER PLAT CASE:
 INSTRUMENT NO. 2004-PLT-025

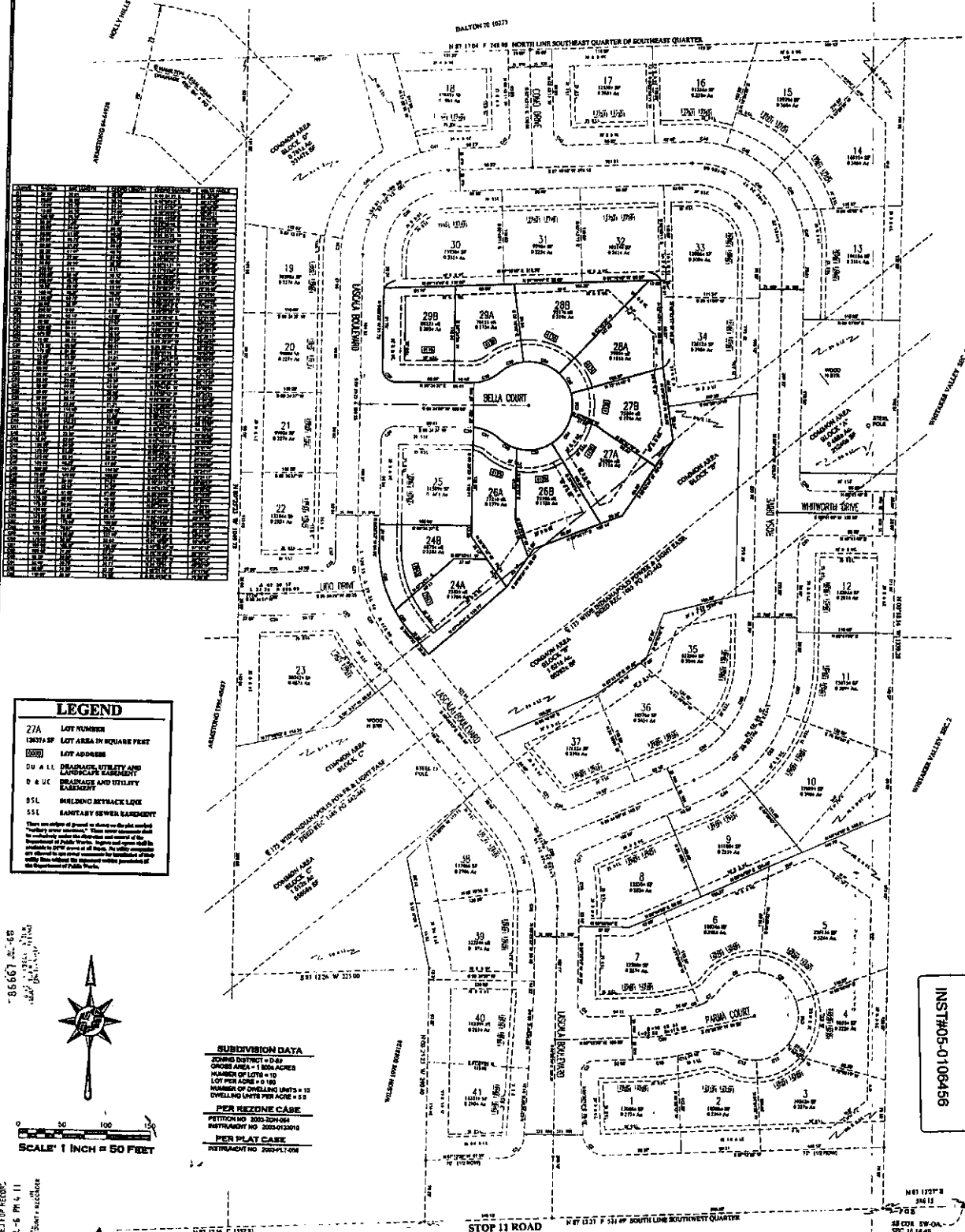
Prepared by:
 KIM G. HOLLOWAY
 REGISTERED LAND SURVEYOR - INDIANA #1684

Highway Engineering:
 P.O. Box 234
 1000 PROGRESS BLVD
 MICHIGANVILLE, INDIANA 46150
 PHONE: 317-831-7910

PROJECT NAME: FINAL PLAT CLIENT NAME: LASCALA VILLAS INDIANAPOLIS, INDIANA	FILE NO. 101170	CERTIFIER'S SIGNATURE 			HOLLOWAY ENGINEERING & SURVEYING P.O. Box 234, Michiganville, IN 46158 Phone: 317-831-7910 Holloway@HollowayEngineering.com
	DATED April 11, 2004	DATE MAY 11, 2004			
	DRAWN BY Kim G. Holloway	REVISIONS			
	CHECKED	REVISIONS			
	REVISIONS	REVISIONS			

REPLAT OF LASCALA VILLAS

Lots numbered 24, 26, 27, 28, and 29
 Located in Section 16, Township 14 North, Range 4 East in Marion County, Indiana



LOT NUMBER	LOT AREA IN SQUARE FEET	LOT ADDRESS
1	1,200 sq. ft.	1000 Sella Court
2	1,200 sq. ft.	1001 Sella Court
3	1,200 sq. ft.	1002 Sella Court
4	1,200 sq. ft.	1003 Sella Court
5	1,200 sq. ft.	1004 Sella Court
6	1,200 sq. ft.	1005 Sella Court
7	1,200 sq. ft.	1006 Sella Court
8	1,200 sq. ft.	1007 Sella Court
9	1,200 sq. ft.	1008 Sella Court
10	1,200 sq. ft.	1009 Sella Court
11	1,200 sq. ft.	1010 Sella Court
12	1,200 sq. ft.	1011 Sella Court
13	1,200 sq. ft.	1012 Sella Court
14	1,200 sq. ft.	1013 Sella Court
15	1,200 sq. ft.	1014 Sella Court
16	1,200 sq. ft.	1015 Sella Court
17	1,200 sq. ft.	1016 Sella Court
18	1,200 sq. ft.	1017 Sella Court
19	1,200 sq. ft.	1018 Sella Court
20	1,200 sq. ft.	1019 Sella Court
21	1,200 sq. ft.	1020 Sella Court
22	1,200 sq. ft.	1021 Sella Court
23	1,200 sq. ft.	1022 Sella Court
24	1,200 sq. ft.	1023 Sella Court
25	1,200 sq. ft.	1024 Sella Court
26	1,200 sq. ft.	1025 Sella Court
27	1,200 sq. ft.	1026 Sella Court
28	1,200 sq. ft.	1027 Sella Court
29	1,200 sq. ft.	1028 Sella Court
30	1,200 sq. ft.	1029 Sella Court
31	1,200 sq. ft.	1030 Sella Court
32	1,200 sq. ft.	1031 Sella Court
33	1,200 sq. ft.	1032 Sella Court
34	1,200 sq. ft.	1033 Sella Court
35	1,200 sq. ft.	1034 Sella Court
36	1,200 sq. ft.	1035 Sella Court
37	1,200 sq. ft.	1036 Sella Court
38	1,200 sq. ft.	1037 Sella Court
39	1,200 sq. ft.	1038 Sella Court
40	1,200 sq. ft.	1039 Sella Court
41	1,200 sq. ft.	1040 Sella Court

LEGEND

27A LOT NUMBER
 12637A SF LOT AREA IN SQUARE FEET
 [Symbol] LOT ADDRESS
 D & U ALL DRAINAGE, UTILITY AND LANDSCAPE EASEMENT
 D & U C DRAINAGE AND UTILITY EASEMENT
 BSL BOUNDING STRACK LINE
 SSI SANITARY SEWER EASEMENT

There are copies of record in files on the plat marked "utility" and "sewer". These cover easements for utility and sewer lines. These cover easements for utility and sewer lines. These cover easements for utility and sewer lines.

SUBDIVISION DATA
 ZONING DISTRICT = D-49
 CROSS AREA = 1.508 ACRES
 NUMBER OF LOTS = 41
 LOT PER ACRE = 0.16
 NUMBER OF DWELLING UNITS = 41
 DWELLING UNITS PER ACRE = 5.5

PER PETITION CASE
 PETITION NO 2005-204-044
 INSTRUMENT NO 2005-0108456

PER PLAT CASE
 INSTRUMENT NO 2005-0108456

SCALE: 1 INCH = 50 FEET

INST#05-0108456

RECEIVED TOP RECORD
 MAR 21 2005 4 PM 4 11
 MARION COUNTY CLERK

FINAL RESUBDIVISION PLAT
 LASCALA VILLAS
 INDIANAPOLIS, INDIANA

FILE NO 109170
 DATED March 27 2005
 DRAWN BY J.C.W.
 CHECKED
 REVISED March 31 2005 (per John Cheng)
 REVISED July 04 2002 (per John Cheng)

CREATED BY SIGNATURE
 DATED
 HOLLOWAY & SUNDYING
 No. 3000
 1000 N. COLLETT AVENUE
 INDIANAPOLIS, INDIANA 46202
 Phone: 317-421-1916
 Holloway@hollowayengineering.com

APPROVED BY
 HOLLOWAY & SUNDYING
 P.O. Box 224 Mooresville, NC 28088
 Ph: 704-661-1916
 Holloway@hollowayengineering.com



②
15

AFFIDAVIT FOR CORRECTION OF SURVEY PLAT ERROR

I, Ross O. Holloway, Indiana Registered Land Surveyor Number S0530, hereby state and affirm the following:

1. That, the subdivision plat of Lascala Villas, was prepared under my direct supervision and that I personally certified the plat as recorded under instruments # ~~2004-0068493~~ 2004-0080757 in the Office of the Recorder of Marion County, Indiana.
2. That subdivision plat contains an error for lots 19, 20, 21 and 22 being that the Drainage and Utility Easement on the west side of the lots scales twenty-five (25) feet.
3. The correct easement width is twenty (20) feet as is denoted in the text.

11-30-05
Christa Althaus
 State of Indiana)
 County of Morgan)

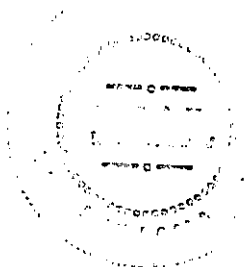
[Signature]

 Ross O. Holloway

Before me, the undersigned, a Notary Public, personally appeared Ross O. Holloway, and acknowledged the above statements to be correct facts of survey and that this instrument is his voluntary act and deed.

Witness my Hand and Seal this 23rd day of November, 2005.

MARION COUNTY RECORDERS OFFICE
 38025 NOV 30 05
 SUBSTITUTION OF INSTRUMENTS



Alan W. Seller

 Signed Notary Public

ALAN W. SELLER
 Printed or Typed

Resident of Morgan County.
 My Commission Expires: July 15, 2009

APPROVED THIS 30th
 DAY OF November 20 05

11/30/05 02:43PM NANDA MARTIN MARION CTY RECORDER SAM 11.00 PAGES: 2

Inst # 2005-0197688

PERRY TOWNSHIP ASSESSOR
John R. Gray GIS MANAGER This Instrument Prepared by Holloway Engineering

RECEIVED
2006 APR 25 PM 3:25
HARRISBURG, INDIANA

2ND TRIPLET OF LASCALA VILLAS

Located in Section 16, Township 14 North, Range 4 East in Marion County, Indiana

2006-78071

I, the undersigned, David Page, of the State of Indiana, do hereby certify that the above described plat is a correct and true copy of the original plat as shown to me by the person who presented it to me for recording, and that the same is a true and correct copy of the original plat as shown to me by the person who presented it to me for recording.

WITNESSETH My hand and seal of office this 23rd day of April, 2006.

By: David Page Notary Public for Marion County, Indiana

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

By: David Page

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

By: David Page

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

By: David Page

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

By: David Page

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

By: David Page

LAND DESCRIPTION

LOTS NUMBERED 35 AND 36 IN LASCALA VILLAS SUBDIVISION IN SECTION 16 OF TOWNSHIP 14 NORTH AND RANGE 4 EAST IN MARION COUNTY, INDIANA, BEING RECORDED AS INSTRUMENT 2004-080379 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA. THIS SUBDIVISION CONSISTS OF 3 LOTS NUMBERED 35, 36A AND 36B TOGETHER WITH THE STREET AND EASEMENTS SHOWN THEREON. THE SIZE OF LOTS AND BOUNDS AND WIDTHS AND DISTANCES ARE SHOWN IN PROPOSED EXHIBIT AND ORIGINAL PLATS THEREOF. CROSS-REFERENCE IS MADE TO INSTRUMENT 2004-080379 AS INSTRUMENT NUMBER 2004-080379 DATED APRIL 02, 2004 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

I, the undersigned, hereby certify that I am a Registered Land Surveyor licensed in compliance with the laws of the State of Indiana, and that I am duly qualified to perform the duties of a land surveyor. I have examined the above described plat and find that the same is a true and correct copy of the original plat as shown to me by the person who presented it to me for recording, and that the same is a true and correct copy of the original plat as shown to me by the person who presented it to me for recording.

WITNESSETH My hand and seal of office this 23rd day of April, 2006.

By: David Page Notary Public for Marion County, Indiana

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

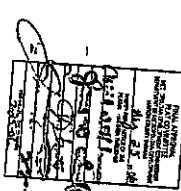
By: David Page

STATE OF INDIANA

COUNTY OF MARION

BEFORE ME, the undersigned Notary Public in and for the County and State personally appeared

By: David Page



Approved: David Page
Notary Public for Marion County, Indiana
Commission Expires 04/23/08

PROJECT NAME	FILE NO	10411
SHEET NUMBER	DATED	April 10 2006
	DRAWN BY	Ross O. Holloway
	CHECKED	
	REMOVED	
	RECORDED	
	INDEXED	

FINAL 2ND RESUBDIVISION PLAT

LASCALA VILLAS INDIANAPOLIS, INDIANA

HOLLOWAY ENGINEERING & SURVEYING
P.O. Box 224 Mooresville, IN 46156
Ph: 317-537-7916
holloway@hollowayengineering.com

NOTARY PUBLIC
MARION COUNTY, INDIANA
COMMISSION EXPIRES 04/23/08

2006 APR 25 PM 3:25
HARRISBURG, INDIANA

2ND REPLAT OF LASCALA VILLAS

Lots numbered 35 and 36
 Located in Section 16, Township 14 North, Range 4 East in Marion County, Indiana

2007-4251

LOT NO.	ACRES	AREA	PERCENTAGE	AREA	PERCENTAGE	AREA	PERCENTAGE	AREA	PERCENTAGE
1	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
2	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
3	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
4	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
5	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
6	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
7	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
8	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
9	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
10	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
11	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
12	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
13	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
14	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
15	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
16	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
17	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
18	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
19	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
20	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
21	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
22	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
23	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
24	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
25	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
26	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
27	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
28	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
29	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
30	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
31	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
32	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
33	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
34	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
35	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
36	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
37	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
38	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
39	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
40	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12
41	0.12	6,600	0.12	6,600	0.12	6,600	0.12	6,600	0.12



LEGEND

- 41 LOT NUMBER
- 12474-27 LOT AREA IN SQUARE FEET
- 0000 LOT ADDRESS
- DU & LC DRAINAGE UTILITY AND LANDSCAPE EASEMENT
- D & UC DRAINAGE AND UTILITY EASEMENT
- SS1 BUILDING SETBACK LINE
- SS2 SANITARY SEWER EASEMENT

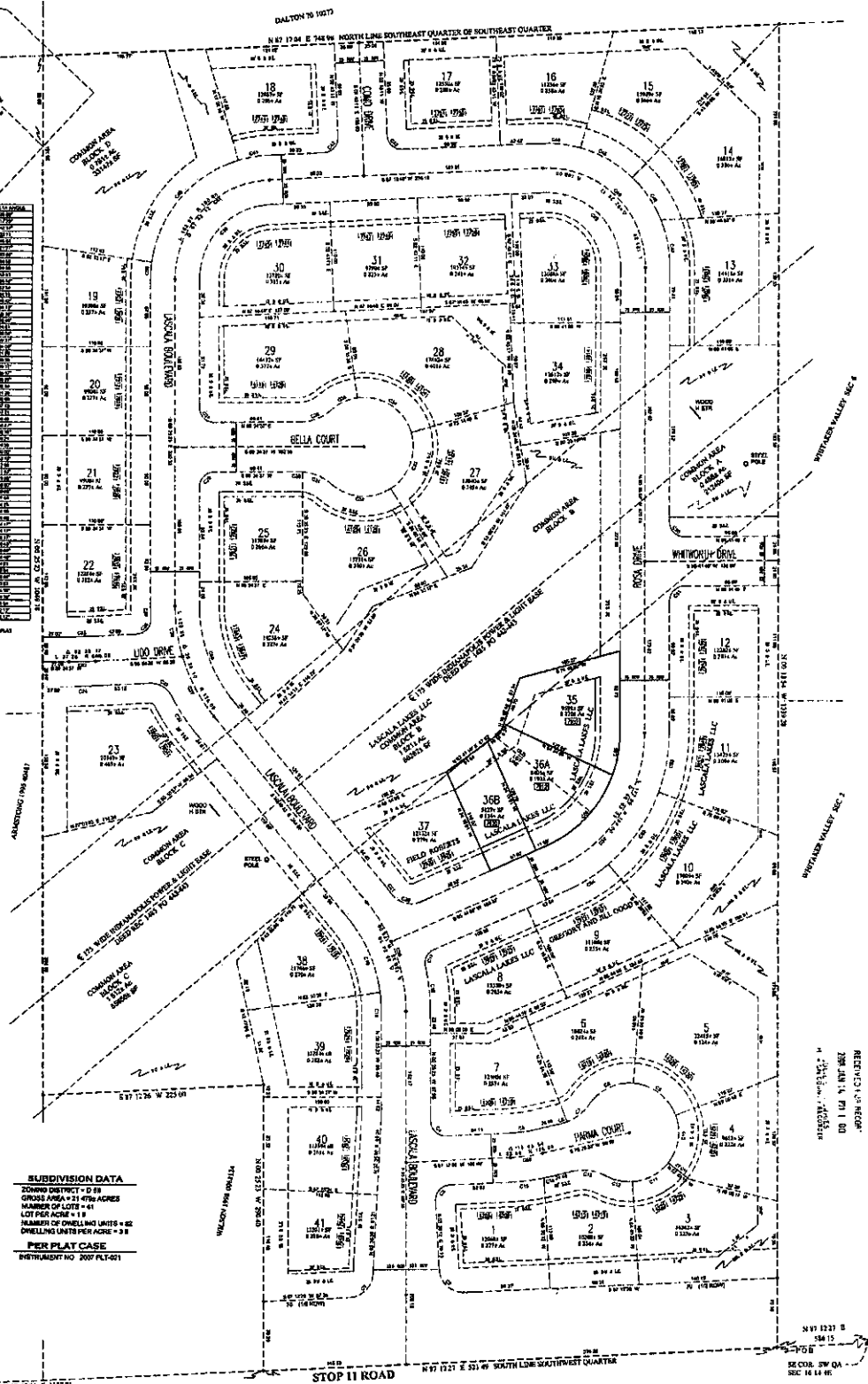
There are copies of plat and other documents on file with the Marion County Clerk's Office. These copies constitute the true and correct plat as recorded in the Marion County Clerk's Office. The plat and other documents shall be available to the public at the Marion County Clerk's Office. The plat and other documents shall be available to the public at the Marion County Clerk's Office. The plat and other documents shall be available to the public at the Marion County Clerk's Office.



SUBDIVISION DATA
 ZONING DISTRICT - D 38
 GROSS AREA - 21.478 ACRES
 NUMBER OF LOTS - 41
 LOT PER ACRE - 1.9
 NUMBER OF DWELLING UNITS - 82
 DWELLING UNITS PER ACRE - 3.8

PER PLAT CASE
 INSTRUMENT NO 2007-PLT-01

SCALE 1 INCH = 50 FEET



THE PREVIOUS SUBDIVISION RECORDED AS INSTRUMENT #7036-780/1 IS SUPERSEDED BY THIS PLAT

PROJECT NAME FINAL 2ND SUBDIVISION PLAT STREET OR CLIENT NAME LASCALA VILLAS INDIANAPOLIS, INDIANA	FILE NO 196111	CERTIFIER'S SIGNATURE 	HOLLOWAY ENGINEERING & SURVEYING P.O. Box 624 Andersonville IN 46150 Ph 317 831 7918 Holloway@hollowayengineering.com
	DATED January 04 2008	DATED 1-04-2008	
	DRAWN BY CHECKED BY REVISIONS RECORDS	DATED 1-04-2008	
	INSTRUMENT NO 2007-PLT-01	INSTRUMENT NO 2007-PLT-01	

3rd REPLAT OF LASCALA VILLAS

DIVIDING 1.118 ACRES INTO FIVE SINGLE-FAMILY DWELLING LOTS.
 Located in Section 16, Township 14 North, Range 4 East in Marion County, Indiana

2010-27709

LEGEND	
1	LOT NUMBER
2	LOT AREA
3	LOT PERCENTAGE
4	LOT DIMENSIONS
5	LOT CORNER MARKERS
6	LOT ADJACENT OWNERS
7	LOT SURVEY DATA
8	LOT NOTES
9	LOT COMMENTS
10	LOT REFERENCES
11	LOT REFERENCES
12	LOT REFERENCES
13	LOT REFERENCES
14	LOT REFERENCES
15	LOT REFERENCES
16	LOT REFERENCES
17	LOT REFERENCES
18	LOT REFERENCES
19	LOT REFERENCES
20	LOT REFERENCES
21	LOT REFERENCES
22	LOT REFERENCES
23	LOT REFERENCES
24	LOT REFERENCES
25	LOT REFERENCES
26	LOT REFERENCES
27	LOT REFERENCES
28	LOT REFERENCES
29	LOT REFERENCES
30	LOT REFERENCES
31	LOT REFERENCES
32	LOT REFERENCES
33	LOT REFERENCES
34	LOT REFERENCES
35	LOT REFERENCES
36	LOT REFERENCES
37	LOT REFERENCES
38	LOT REFERENCES
39	LOT REFERENCES
40	LOT REFERENCES
41	LOT REFERENCES
42	LOT REFERENCES
43	LOT REFERENCES
44	LOT REFERENCES
45	LOT REFERENCES
46	LOT REFERENCES
47	LOT REFERENCES
48	LOT REFERENCES
49	LOT REFERENCES
50	LOT REFERENCES

LEGEND

1. LOT NUMBER

2. LOT AREA

3. LOT PERCENTAGE

4. LOT DIMENSIONS

5. LOT CORNER MARKERS

6. LOT ADJACENT OWNERS

7. LOT SURVEY DATA

8. LOT NOTES

9. LOT COMMENTS

10. LOT REFERENCES

11. LOT REFERENCES

12. LOT REFERENCES

13. LOT REFERENCES

14. LOT REFERENCES

15. LOT REFERENCES

16. LOT REFERENCES

17. LOT REFERENCES

18. LOT REFERENCES

19. LOT REFERENCES

20. LOT REFERENCES

21. LOT REFERENCES

22. LOT REFERENCES

23. LOT REFERENCES

24. LOT REFERENCES

25. LOT REFERENCES

26. LOT REFERENCES

27. LOT REFERENCES

28. LOT REFERENCES

29. LOT REFERENCES

30. LOT REFERENCES

31. LOT REFERENCES

32. LOT REFERENCES

33. LOT REFERENCES

34. LOT REFERENCES

35. LOT REFERENCES

36. LOT REFERENCES

37. LOT REFERENCES

38. LOT REFERENCES

39. LOT REFERENCES

40. LOT REFERENCES

41. LOT REFERENCES

42. LOT REFERENCES

43. LOT REFERENCES

44. LOT REFERENCES

45. LOT REFERENCES

46. LOT REFERENCES

47. LOT REFERENCES

48. LOT REFERENCES

49. LOT REFERENCES

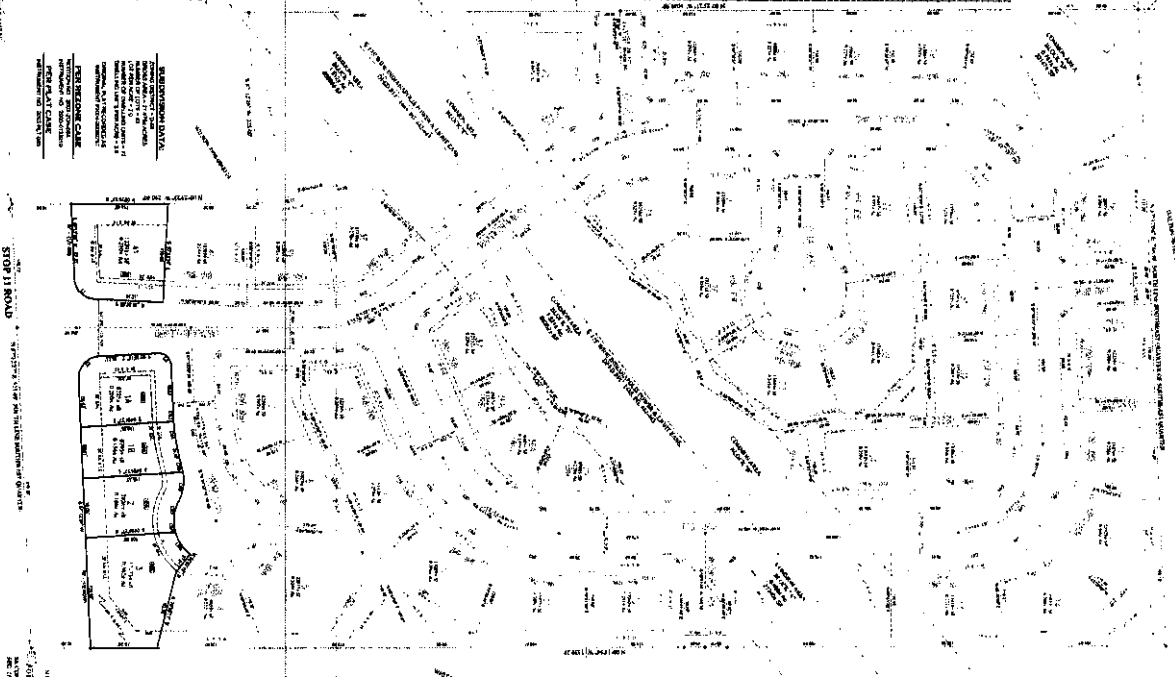
50. LOT REFERENCES



BEARING SYSTEM ASSUMES THE
 MAGNETIC DECLINATION OF THE
 YEAR 1880 IS 12' 30" E

SCALE 1 INCH = 80 FEET

LEGEND	ABBREVIATION	DEFINITION
1	LOT NUMBER	LOT NUMBER
2	LOT AREA	LOT AREA
3	LOT PERCENTAGE	LOT PERCENTAGE
4	LOT DIMENSIONS	LOT DIMENSIONS
5	LOT CORNER MARKERS	LOT CORNER MARKERS
6	LOT ADJACENT OWNERS	LOT ADJACENT OWNERS
7	LOT SURVEY DATA	LOT SURVEY DATA
8	LOT NOTES	LOT NOTES
9	LOT COMMENTS	LOT COMMENTS
10	LOT REFERENCES	LOT REFERENCES
11	LOT REFERENCES	LOT REFERENCES
12	LOT REFERENCES	LOT REFERENCES
13	LOT REFERENCES	LOT REFERENCES
14	LOT REFERENCES	LOT REFERENCES
15	LOT REFERENCES	LOT REFERENCES
16	LOT REFERENCES	LOT REFERENCES
17	LOT REFERENCES	LOT REFERENCES
18	LOT REFERENCES	LOT REFERENCES
19	LOT REFERENCES	LOT REFERENCES
20	LOT REFERENCES	LOT REFERENCES
21	LOT REFERENCES	LOT REFERENCES
22	LOT REFERENCES	LOT REFERENCES
23	LOT REFERENCES	LOT REFERENCES
24	LOT REFERENCES	LOT REFERENCES
25	LOT REFERENCES	LOT REFERENCES
26	LOT REFERENCES	LOT REFERENCES
27	LOT REFERENCES	LOT REFERENCES
28	LOT REFERENCES	LOT REFERENCES
29	LOT REFERENCES	LOT REFERENCES
30	LOT REFERENCES	LOT REFERENCES
31	LOT REFERENCES	LOT REFERENCES
32	LOT REFERENCES	LOT REFERENCES
33	LOT REFERENCES	LOT REFERENCES
34	LOT REFERENCES	LOT REFERENCES
35	LOT REFERENCES	LOT REFERENCES
36	LOT REFERENCES	LOT REFERENCES
37	LOT REFERENCES	LOT REFERENCES
38	LOT REFERENCES	LOT REFERENCES
39	LOT REFERENCES	LOT REFERENCES
40	LOT REFERENCES	LOT REFERENCES
41	LOT REFERENCES	LOT REFERENCES
42	LOT REFERENCES	LOT REFERENCES
43	LOT REFERENCES	LOT REFERENCES
44	LOT REFERENCES	LOT REFERENCES
45	LOT REFERENCES	LOT REFERENCES
46	LOT REFERENCES	LOT REFERENCES
47	LOT REFERENCES	LOT REFERENCES
48	LOT REFERENCES	LOT REFERENCES
49	LOT REFERENCES	LOT REFERENCES
50	LOT REFERENCES	LOT REFERENCES



STOP 11 ROAD

FILED

REPLAT OF LASCALA VILLAS

INDIANAPOLIS, INDIANA

1 OF 2

REPLAT OF LASCALA VILLAS

INDIANAPOLIS, INDIANA

2010-27709

HOLLOWAY

PLANNING & ENGINEERING

1000 N. WASHINGTON ST., SUITE 200

INDIANAPOLIS, INDIANA 46202

TEL: 317.644.1111

FAX: 317.644.1112

WWW.HOLLOWAYPLANNING.COM

3rd REPLAT OF LASCALA VILLAS

Located in Section 16, Township 14 North, Range 4 East in Marion County, Indiana

RECEIVED FOR RECORD
DEPARTMENT OF PUBLIC WORKS
MARION COUNTY, INDIANA



PLAT NOTE

THE PURPOSE OF THIS REPLAT IS FOR LOT FORTY-ONE (41) OF THE ORIGINAL PLAT RECORDED IN INSTRUMENT NO. 2004-000757 TO BE CHANGED TO A BUILDING SITE FOR A SINGLE FAMILY UNIT. ALSO, LOTS ONE (1), TWO (2) AND THREE (3), DIVIDED AND CHANGED TO FOUR SINGLE FAMILY BUILDING UNITS SHOWN HEREON AS LOT 1A, LOT 1B, LOT 1C AND LOT 1D.

LAND DESCRIPTION

A part of the Southeast Quarter of the Southeast Quarter of Section 16, Township 14 North, Range 4 East, Marion County, Indiana described as follows:

Commence at the southeast corner of the above described quarter-quarter Section South 87 degrees 12 minutes 23 seconds West (bearing) with the south line of the Southeast Quarter, 566.13 feet to the POINT OF BEGINNING of the subdivision herein described. Thence continuing with the south line of the quarter, South 87 degrees 12 minutes 23 seconds West 321.42 feet; thence South 87 degrees 12 minutes 23 seconds West 235.40 feet; thence South 87 degrees 12 minutes 23 seconds West 225.00 feet; thence North 87 degrees 12 minutes 23 seconds West 1443.76 feet; thence North 87 degrees 12 minutes 23 seconds East 748.88 feet; thence South 87 degrees 12 minutes 23 seconds East 1325.26 feet to the POINT OF BEGINNING and containing 2147.9 acres, more or less.

THE SUBDIVISION CONSISTS OF 41 LOTS, NUMBERED 1 THROUGH 41, WITH THE DIVISION OF LOT 38 INTO LOTS 38A AND 38B. A PREVIOUS REPLAT OF THE DIVISION OF LOT 1 INTO LOTS 1A AND 1B HAS BEEN MADE AND BLOTTED "A", "B", "C", AND "D", TOGETHER WITH THE STREETS AND EASEMENTS SHOWN HEREON.

THE SIZE OF LOTS AND BLOCKS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES SHOWING FEET AND DECIMAL PARTS THEREOF.

CROSS-REFERENCE IS HEREBY MADE TO SURVEY(S) RECORDED AS INSTRUMENT NUMBER 2002-004484 DATED APRIL 22, 2002 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

I, THE UNDERSIGNED, HONORARY SURVEYOR, BEING A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE BEFORE PLAT REPRESENTS A SUBDIVISION OF THE LANDS DESCRIBED HEREIN AS CROSS-REFERENCED SURVEY(S) AND EXCEPT AS HEREIN THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SAID SURVEY(S) RECORDED AS CROSS-REFERENCED SURVEY(S) ON ANY LINES THAT ARE CORNER WITH THE NEW SUBDIVISION. I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

WITNESS MY SIGNATURE THIS 18th DAY OF FEBRUARY, 2010.

Ross R. Holloway
ROSS R. HOLLOWAY
REGISTERED LAND SURVEYOR
MARION, INDIANA

The undersigned, LASCALA VILLAS, LLC, as owner of the above described real estate, do hereby sell, grant and subscribe the same into lots, a copy of which is attached in accordance with the within plat. The within plat shall be taken and designated as Section 16, a subdivision in Marion County, Indiana.

IN WITNESS WHEREOF, LASCALA VILLAS, LLC, by David Page, its HONORABLE CAUSE HAS MADE TO BE SUBSCRIBED

THE _____ DAY OF _____ 20____
AT _____ IN THE COUNTY OF _____ STATE OF INDIANA

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED _____

STATE OF INDIANA }
COUNTY OF MARION } SS

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED DAVID PAGE

AND ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND FOREGOING AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

NOTARY PUBLIC: _____
PRINTED NAME: DAVID PAGE
MY COMMISSION EXPIRES: 05-31-2015

NOTE: EASEMENT CONTAINS
No fence will be kept or other planting which obstructs sight lines at intersections between two (2) foot and nine (9) foot wide streets shall be placed or permitted to remain on any corner lot within the elongated area formed by the street right-of-way lines and a line connecting points twenty (20) feet from the intersection of said street right-of-way lines or to the corner of a divided property corner, from the intersection of the street right-of-way lines extended. The same sight line regulations shall apply to any lot within ten (10) feet of the intersection of a street right-of-way line with the side of the driveway, driveway or alley line. No lot shall be permitted to contain within such distances to such intersection unless the lot is maintained at sufficient height to prevent obstruction of the sight line.

DEVELOPMENT STANDARDS
The Indianapolis Department of Public Works, its successors and assigns, shall not have right, power or authority to enforce the standards, requirements, restrictions or other limitations contained in this plat other than those contained, requirements, restrictions or limitations that necessarily run in favor of the Indianapolis Department of Public Works. Further, that nothing herein shall be construed to prevent the Indianapolis Department of Public Works from enforcing any provisions of the Subdivision Control Ordinance 56-40-1, as amended, or any conditions attached to approval of this plat by the City of Indianapolis.

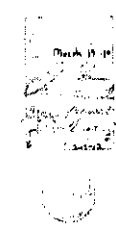
The foregoing Plat shall be subject to the provisions of the Ordinance of Amendments and Restrictions of Lascala Villas, Instrument Number _____ in the Office of the Recorder of Marion County, Indiana.

- The following development standards apply to Lascala Villas:
- Minimum front yard setback: twenty-five (25) feet for local streets, twenty (20) feet for arterial (intermediate) streets and a minimum of ten (10) feet for residential streets.
 - Minimum rear yard setback: ten (10) feet, twenty (20) feet from any residential boundary property line.
 - Minimum side yard setback: ten (10) feet between buildings. If structure is located within three (3) feet of the lot line, then a wall or fence equivalent to ten (10) feet shall be provided on the adjoining lot.
 - Minimum lot area: three thousand (3000) square feet for one story, eight thousand (8000) square feet for two story.
 - Maximum building height: primary building forty-two (42) feet, accessory building, twenty (20) feet.
 - Minimum open space: sixty-five (65) percent (individual owner lot).

NOTARY PUBLIC CONTAINS
I shall be the responsibility of the owner of any lot or parcel of land within the zone of this plat to comply with the provisions of the building code construction approved by the Department of Public Works and the requirements of all building code construction permits for this plat issued by said Department. Owner further certifies that no building, structure, site or other obstruction shall be located, maintained or allowed to remain on the portion of the parcel not within the zone of this plat and that the building and site shall be maintained in accordance with the provisions of the building code, and that the owner shall be responsible for the repair and maintenance of the building and site, and that the owner shall be responsible for the repair and maintenance of the building and site, and that the owner shall be responsible for the repair and maintenance of the building and site.

STREET SPACING CONTAINS
I shall be the responsibility of the owner of any lot or parcel of land within the zone of this plat to comply with the provisions of the ordinance that is approved for this plat by the Department of Public Works of the City of Indianapolis and the requirements of all zoning permits for this plat issued by said Department.

PUBLIC STREET
The streets and public right-of-way shown hereon, subject to construction standards and requirements as hereby delineated, created and maintained by the City of Indianapolis, Marion County, Indiana, for the public use.



FILED
MAR 19 2010
MARION COUNTY
ASSESSOR
APPROVED BY: *[Signature]*
MARION COUNTY CLERK

prepared by:
ROSS R. HOLLOWAY
REGISTERED LAND SURVEYOR - INDIANA, INDIANA
MARION COUNTY, INDIANA
MARION COUNTY, INDIANA
MARION COUNTY, INDIANA
MARION COUNTY, INDIANA

HOLLOWAY ENGINEERING
REGISTERED PROFESSIONAL ENGINEER
LICENSE NO. 12345
STATE OF INDIANA

FINAL PLAT
LASCALA VILLAS
INDIANAPOLIS, INDIANA

SHEET NUMBER
2 OF 2