

JUL 22 9 10 AM '82

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LOCKERBIE GLOVE COMPANY TOWN HOMES

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JUL 22 9 10 AM '82

This Declaration made this 21st day of JULY
1982, by The Lockerbie Glove Company, an Indiana Limited
Partnership (hereinafter referred to as "Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real estate in
Marion County, State of Indiana, more particularly described in
Exhibit "A" attached hereto and by this reference made a part
hereof ("Real Estate").

WHEREAS, Declarant desires and intends to create on the Real
Estate a residential community with parking spaces, open spaces,
walls, fences and other common facilities and amenities for the
benefit of such residential community, to be known as Lockerbie
Glove Company Condominiums and Town Homes; and

WHEREAS, Declarant desires to provide for the preservation
and enhancement of the values and amenities in such community and
the common facilities therein contained, and, to this end,
Declarant desires to subject the Real Estate (being a portion of
such community) to certain rights, privileges, covenants,
conditions, restrictions, easements, assessments, charges and
liens, each and all to the extent herein provided, for the benefit
of the Real Estate and each owner of all or part thereof; and

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WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering any common facilities located on the Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name of Lockerbie Glove Company Town Homes Owners Association, Inc., or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and

attractiveness of the Real Estate as a whole and of each of the Lots situated therein.

ARTICLE I.

Definitions

Section 1. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

- (a) "Act" shall mean and refer to the Indiana Not-For-Profit Corporation Action of 1971 as amended;
- (b) "Applicable Date" shall mean and refer to the date determined pursuant to Article IV, Section 2(b) of this Declaration;
- (c) "Architectural Review Board" shall mean and refer to that committee or entity established pursuant to Article VIII, Section 1 of this Declaration for the purposes herein stated;
- (d) "Articles" shall mean and refer to the Articles of Incorporation of the Corporation, as the same may be amended from time to time;
- (e) "Board" or "Board of Directors" shall mean and refer to the governing body of the Corporation elected, selected or appointed as provided for in the Articles, By-Laws and this Declaration;
- (f) "Building" shall mean and refer to a structure having more than one "Dwelling Unit";
- (g) "By-Laws" shall mean and refer to the Code of By-Laws of the Corporation, as the same may be amended from time to time;
- (h) "Common Expenses" shall mean and refer to expenses of administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Properties, all sums lawfully assessed against the Owners by the Corporation, and all sums, costs and expenses declared by this Declaration to be Common Expenses;

- (i) "Common Properties" shall mean and refer to (i) all portions of the Real Estate shown on any recorded subdivision plat of the Real Estate which are not Lots, (ii) to the extent herein established, such portions of the Real Estate as are herein declared to be Common Properties even though located on or constituting part of one or more Lots, including but not limited to recreational easements, (iii) to the extent herein established, such improvements located, installed or established in, to, on, under, across or through the Real Estate as are herein declared to be Common Properties whether located, installed or established entirely or partially on Lots or portions of the Real Estate which are not Lots, or both; and (iv) items deemed Common Properties for purposes of maintenance;
- (j) "Corporation" shall mean and refer to Lockerbie Glove Company Town Homes Owners Association, Inc., an Indiana not-for-profit corporation which Declarant has caused to be incorporated under such name or a similar name, its successors and assigns;
- (k) "Declarant" shall mean and refer to the Lockerbie Glove Co., an Indiana limited partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;
- (l) "Dwelling Unit" shall mean and refer to any building, structure or portion thereof situated on the Real Estate designed and intended for use and occupancy as a residence by one (1) single family, whether such Dwelling is detached or attached to another Dwelling Unit;
- (m) "Lot" shall mean and refer to any and each portion of the Real Estate (excluding any part of the Common Properties) designed and intended for use as a building site for, or developed and improved for use as, a Dwelling Unit, as designated by Declarant by its deed of the same to another Person.
- (n) "Mortgagee" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;
- (o) "Owner" shall mean and refer to the record owner, whether one or more Persons, of the fee simple title to

any Lot, but in any event shall not include or mean to refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

- (p) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or combination thereof;
- (q) "Plat" shall mean and refer to the subdivision plat or plats of the Real Estate (and any additional real estate annexed to the Real Estate) recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented;
- (r) "Real Estate" shall mean and refer to the parcel of real estate in Marion County, Indiana, described in the first recital clause of this Declaration, and defined therein as the Real Estate or to any parcel of real estate which may become subject to this Declaration by annexation;
- (s) "Restrictions" shall mean and refer to the agreements, covenants, conditions, restrictions, easements, assessments, charges, liens and all other provision set forth in this Declaration, as the same may be amended from time to time;
- (t) "Townhome" shall mean and refer to Dwelling Units which are a part of a Building and "Townhome Area" shall mean and refer to those sections of the plat designated as "Townhome Area";

Section 2. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II

Declaration; Common Properties and Rights Therein; Easements

Section 1. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred, and occupied subject to the Restrictions. Subsequent owners or contract purchasers of any Lot (i) by acceptance of a deed conveying title

thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall accept such deed or execute such contract subject to each Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, each Owner or contract purchaser acknowledges the rights and powers of Declarant and of the Corporation with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Corporation, and the Owners and subsequent Owner of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

Section 2. Easement to Owner. Declarant hereby grants a non-exclusive easement in favor of each Owner for the use, enjoyment and benefit of the Common Properties, subject to all of the Restrictions of this Declaration, and such easement shall be an easement running with and appurtenant to each Lot. Without limiting the generality of the foregoing, each Owner, his tenants, invitees and guests, shall have and is hereby granted; a non-exclusive easement for the use and enjoyment of the areas designated as "Recreational Easement" on a Subdivision Plat of the Real Estate.

Section 3. Easement to Corporation. Declarant hereby grants a non-exclusive easement in favor of the Corporation for the

maintenance of the Common Properties (including items deemed Common Properties for maintenances, including but not limited to lawns in the Townhome Area). Such easement shall permit the Corporation or its agents to enter onto any Lot to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the subdivision and to enter onto any Lot in the Townhome Area for the purpose of reconstruction and restoration in the event of casualty. Maintenance shall include but not be limited to maintenance of utilities which serve more than one Dwelling Unit and utilities owned and utilized by the Corporation.

Section 4. Encroachment Easements. If any portion of the Common Properties encroaches on any Dwelling Unit or any Dwelling Unit encroaches upon the Common Properties or another Dwelling Unit or Lot as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement shall be deemed to exist and run to the Corporation or to the Owner of the encroaching Lot or improvement for the encroachment and for the maintenance thereof so long as such encroachment exists.

ARTICLE III

Obligations of Declarant

as to Common Properties; Dedication

Section 1. Agreement To Construct and Convey Other Common Properties. Declarant has constructed or provided for, or will

construct or provide for, Common Properties consisting of the following items:

- (a) installation of utility equipment, facilities and systems to serve the Townhome Area of the Real Estate and the Common Properties,
- (b) intersection street lighting facilities,
- (c) perimeter treatment of the Real Estate, including walls, fencing and landscaping,
- (d) the installation of open spaces as shown in Exhibit "A" hereto.

Upon final construction or provision of the Common Properties described in this Section 1, Declarant covenants to convey all of its right, title and interest in and to such Common Properties to the Corporation and all such right, title and interest in and to such items (whether owned in fee, by leasehold or in the nature of an easement or license) shall then be the property of the Corporation, whether or not the same may be located entirely or partially on any one or more of the Lots. As to any of such items of and constituting the Common Properties located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only non-exclusive easement rights therein, as described in Article II, Section 2 of this Declaration.

Section 3. Dedication. The street shown on the Plat is hereby dedicated to the Department of Transportation of the City of Indianapolis for the use and benefit of the public.

ARTICLE IV

Corporation; Membership; Voting; Functions

Section 1. Membership in Corporation. Declarant and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a member of the Corporation and shall remain a member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and member of the Corporation.

Section 2. Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

- (a) Class A. Class A members shall be all Owners except Class B members. Each Class A member shall be entitled to one (1) vote for each Lot of which such member is the Owner with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.
- (b) Class B. Class B members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Corporation. Each Class B member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the members of the Corporation. The Class B membership shall cease and terminate upon the first to occur of (i) the total votes outstanding in the Class A membership equal the total votes outstanding in

the Class B membership or (iii) December 31, 1985
("Applicable Date").

Section 3. Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation and ownership of the Common Properties, to pay taxes assessed against and payable with respect to the Common Properties, to pay any other necessary expenses and costs in connection with the Common Properties, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V

Board of Directors

Section 1. Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with the Declaration to be, an Owner, including a person appointed by Declarant as provided in Section 2 of this Article V.

Section 2. Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated in the Articles, ("Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles, the By-Laws or the Act (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason

or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Corporation and an Owner solely for the purpose of qualifying to act as member of the Board of Directors and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a member of the Corporation).

Section 3. Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Section 4. Term of Office and Vacancy. Subject to Section 2 of this Article V, one-third (1/3) of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date

provided herein. After the Applicable Date, one-third (1/3) of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one-third (1/3) of the Board of Directors shall be elected for a three (3) year term, one-third (1/3) for a two (2) year term, and one-third (1/3) for a one (1) year term so that the terms of one-third (1/3) of the members of the Board shall expire annually. There shall be separate nominations for the office of each member of the Board to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 5. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be

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

Section 6. Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including but not limited to, providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Properties (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Corporation, employ a reputable property management agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) maintenance, repair, replacement and upkeep of the Common Properties (or items deemed Common Properties for purposes of maintenance).
- (b) protection, surveillance and replacement of the Common Properties, unless the same are otherwise the responsibility or duty of Owners of Lots or Dwelling Units; provided, however, that this duty shall not

include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same may, but need not be furnished;

- (c) maintenance of utilities used in connection with the Lots and Dwelling Units in the Townhome Area;
- (d) removal of trash and waste from the Real Estate on a basis of not less than weekly, provided further that only the Board or Managing Agent shall contract for such service in the Townhome Area and no Owner shall contract for such service;
- (e) snow removal from the Common Properties and from streets dedicated to the public by the Plat;
- (f) assessment and collection from the Owners of the Owner's respective share of the Common Expenses;
- (g) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Properties and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (j) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable; and
- (k) paying taxes assessed against and payable with respect to the Common Properties and paying any other necessary

expenses and costs in connection with the Common Properties;

- (l) making available to Owners and Mortgagees, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the By-Laws or other rules concerning the Subdivision and the books, records and financial statements of the Corporation. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances;
- (m) making available to any Mortgagee or any holder, insurer or guarantor of a first mortgage, upon request, a copy of the Corporation's audited financial statement for the immediately preceding fiscal year free of charge to the party making such request.

Section 7. 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:

- (a) to employ a Managing Agent to assist the Board in performing its duties; provided that no employment agreement with the Declarant (or any entity affiliated with the Declarant) as Managing Agent or for any other service shall be for more than three (3) years after the Applicable Date and after such date any such agreement shall be subject to termination by either party without cause and without payment of termination fee upon ninety (90) days written notice to the other party;
- (b) to purchase, lease or otherwise obtain for the Corporation, 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) to 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 Corporation;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors

may be necessary for the maintenance, upkeep, repair and replacement of the Common Properties;

- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Corporation;
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this 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 shall be promptly delivered to all Owners.

Section 8. Limitation on Board Action. The Board's powers are subject to the following limitations. (a) After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Owners, except that in the following cases such approval shall not be necessary.

- (i) contracts for replacing or restoring portions of the Common Properties damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (ii) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
- (iii) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(b) The Board shall not, without the prior written approval of at least sixty-seven percent (67%) of the Owners (other than

Declarant) and Mortgagees (whose mortgage interests have been made known to the Board of Directors) holding mortgages on Dwelling Units which have at least Sixty-Seven percent (67%) of the votes of Dwelling Units subject to mortgages:

(i) by act or omission abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned by the Corporation (provided, the granting of easements for public utilities or for other public purposes shall not be deemed a transfer within the meaning of this clause);

(ii) by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design of the exterior appearance of Dwellings, the exterior maintenance of Dwellings, the maintenance of side walls in the Common Properties or common fences, or the upkeep of lawns in the Subdivision;

(iii) fail to maintain fire and extended coverage insurance on Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value based on current replacement costs; and

(iv) use hazard insurance proceeds for losses to any of the Common Properties for other than the repair, replacement or reconstruction of Common properties.

Section 9. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if one is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 10. 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 Corporation 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 Corporation, unless any such contract shall have been made in bad faith. Directors shall not have personal liability with respect to any contract made by them on behalf of the Corporation.

Section 11. Additional Indemnity of Directors. The Corporation 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 such person is or was a Director of the Corporation, 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 thereof, except as otherwise specifically provided herein. The Corporation 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 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 Corporation 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 Corporation 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 12. Bond. The Board of Directors shall provide surety bonds and shall require the Managing Agent (if any), the treasurer of the Corporation, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protections for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense. The amount of the bonds shall be based upon the judgment of the Board of Directors and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Corporation or its management

agent at any given time during the term of the bond. In no event shall the aggregate amount of such bonds be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds.

Section 13. Initial Management. The Initial Board has or will enter into a management agreement with Declarant (or with an entity affiliated with Declarant) for a term which will expire not later than December 31, 1985, under which Declarant (or an affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Properties and, in general, perform all of the duties and obligations of the Corporation. ("Management Agent") Such Management Agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate) at any time prior to the expiration of its term, in which event the Corporation shall resume performance of all its duties, obligations and functions. Notwithstanding anything to the contrary contained in this Declaration, so long as such Management Agreement remains in effect, Declarant (or its affiliate) shall have, and Declarant hereby reserves to itself or its affiliate, the exclusive right to manage the Real Estate and Common Properties and to perform all the functions of the Corporation.

ARTICLE VI

Real Estate Taxes, Utilities

Section 1. Real Estate Taxes. Real estate taxes on each Lot and Dwelling Unit are to be separately assessed and taxed to each such Lot or Dwelling Unit and shall be paid by the Owner thereof. Any real estate taxes or other assessments against the Common Properties shall be paid by the Corporation and treated as a Common Expense.

Section 2. Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Corporation.

ARTICLE VII

Maintenance, Repairs and Replacements

Section 1. By Owners. Except as provided in Section 2(b) of this Article, each Owner shall, at his expense, be responsible for, and shall promptly perform as the need therefor arises, all maintenance, repairs, decoration and replacement of his own Dwelling Unit, both interior and exterior. In addition, each Owner shall furnish and be responsible for the maintenance of all portions of his Lot, except (1) for such portions thereof as may, in accordance with the terms of this Declaration, be designated as a part of the Common Properties for purposes for maintenance only and (2) lawn maintenance as provided in Section 2 below. All fixtures and equipment installed within or as part of a Dwelling

Unit, commencing at the points where the utility lines, pipes, wires, conduits or systems enter the Lot upon which such Dwelling Unit is located, shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair of his Lot and Dwelling Unit which, if neglected, might adversely affect any other Lot or Dwelling Unit or any part of the Common Properties. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, and all other fixtures, equipment and accessories belonging to the Owner and a part of or appurtenant to his Dwelling Unit or Lot.

Section 2. Common Properties and Exteriors of Dwelling Units and Lawns in Townhome Area.

(a) Maintenance, repairs, replacements and upkeep of the Common Properties shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

(b) In addition to maintenance of Common Properties, the Corporation, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) maintenance, repairs, replacement and upkeep of the exteriors of each Dwelling Unit, including, but not limited to, roofs, gutters, doors, windows (excluding glass which shall be considered a part of interior maintenance) and exterior walls shall be considered part of the Common Properties for purposes of maintenance only;

(ii) maintenance of the lawns, which shall be considered part of the Common Properties for purposes of

maintenance only. Maintenance of lawns shall include but shall not be limited to the watering, fertilizing, mowing and replanting when necessary of the grass; and the care, fertilizing, trimming, removal and replacement of trees planted by the Declarant. It shall not include the care and maintenance of shrubs, trees which were not planted by Declarant, flowers or other plants on any Lot;

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Properties (or items deemed Common Properties for purposes of maintenance only) as it deems necessary.

(c) Notwithstanding any obligation or duty of the Corporation to repair or maintain any of the Common Properties (or items deemed Common Properties for purposes of maintenance), if, due to the willful, intentional or negligent acts or omissions of invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Properties (or items deemed as such for purposes of maintenance), or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance and such policy has a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Lot is subject.

(d) The authorized representatives of the Corporation, the Board and the Managing Agent for the Corporation (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Properties and items deemed as Common Properties for purposes of maintenance, including, but not limited to, access to any easements reserved by any subdivision plat of any portion of the Real Estate for such purposes.

ARTICLE VIII

Architectural Control

Section 1. The Architectural Review Board. As a standing committee of the Corporation, there shall be, and hereby is established an Architectural Review Board consisting of three (3) or more Persons as may, from time to time, be provided in the By-Laws or by resolution of the Board of Directors. Until the Applicable Date, Declarant shall appoint the members of the Architectural Review Board. After the Applicable date, the Architectural Review Board shall be appointed by the Board of Directors.

Section 2. Purposes. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Real Estate and of improvements thereon consistent with the Historic Designation of the Neighborhood and in such manner as to preserve and enhance values and to

maintain a harmonious relationship among structures, improvements and the natural vegetation and topography.

Section 3. Conditions. No improvements, alterations, repairs, change of colors, excavations, changes in grade or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, dwelling Unit, or other structure shall be commenced, erected, maintained, improved, altered, made or done on any Lot without the prior written approval of the Architectural Review Board; provided this restriction shall not be applicable to the original construction of a Dwelling Unit on a Lot whether such construction occurs before or after the Applicable Date.

Section 4. Procedures. In the event the Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after such application (together with all plans, drawings, specifications and other items required to be submitted to it in accordance with such rules as it may adopt) has been given to it, approval will be deemed granted by the Architectural Review Board, unless the request is one upon which the Indianapolis Historic Preservation Commission must act. In such case, the thirty (30) day period shall run from the date upon

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which such Commission approved such request. A decision of the Architectural Review Board may be appealed to the Board of Directors which may reverse or modify such decision by a two-thirds (2/3) vote of the Directors then serving. The Architectural Review Board may establish committees consisting of two (2) or more of its members, which committees shall exercise such powers of the Board as may be delegated to them.

ARTICLE IX

Party Walls

Section 1. General Rules of Law to Apply. Any wall which is built as a part of the original construction of any Dwelling Unit upon the Real Estate and which connects two Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportionately.

Section 3. Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration

thereof in equal proportions; without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of the furnishing the necessary protection against those elements.

Section 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.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator from among disinterested Owners, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor from another party, the Board of Directors of the Corporation shall select an arbitrator for the refusing party.)

ARTICLE X

Assessments

Section 1. Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public account or firm of certified public accountants then serving the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceeding fiscal year.

Section 2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The proposed Budget shall be presented at the annual meeting of the Corporation for adoption and, if so adopted, shall be the basis for the Regular Assessments (herein defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided that any increase of more than ten percent (10%) must be approved by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy; provided further, However, that in no event

shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all other sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall be drawn to include the establishment and maintenance of two replacement reserve funds for capital expenditures and replacement and repair of the Common Properties (one replacement reserve fund shall be for capital expenditures and replacement and repair of Common Properties owned by the Corporation and not deemed Common Properties for purposes of maintenance only and the other replacement reserve fund shall be for capital expenditures and replacement and repair of those items deemed Common Properties for purposes of maintenance only as defined in Article VI, Section 2(b)), which replacement reserve funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Properties. Such replacement reserve funds for capital expenditures and replacement and repair of the Common Properties shall be maintained by the Corporation in separate interest-bearing accounts with one or more banks, savings and loan associations, or other financial institution or brokerage house authorized to conduct business in Marion County, Indiana, as may be selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and

to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 3. Regular Assessments. The annual budget adopted by the Owners shall contain a proposed assessment against each Lot, which shall be computed as follows: all estimated Common Expenses except (i) the estimated cost of the master casualty insurance policy provided for in Article XI Section 1 and (ii) the estimated cost of maintenance to be performed by the Corporation pursuant to Article VII, Section 2(b), shall be divided by the total number of Lots to determine quotient A. The estimated cost of the master casualty insurance policy and the estimated cost of maintenance pursuant to Article VII, Section 2(b) shall each be divided on a pro-rata basis for each Dwelling Unit based upon the square feet of living area in each Dwelling Unit, including the lower level garage and basement to determine quotients B and C; quotients A, B and C shall be added together and the sum shall

be the Regular Assessment for each Lot. The portions of the Regular Assessment attributable to the replacement reserve funds shall be computed as a part of the estimated Common Expenses. Nothing contained herein shall make Declarant, as to Lots without Dwelling Units, responsible for the expenses described in (i) and (ii) above.

Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon the annual budget finally adopted. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the Regular Assessment shall be made to the Board of Directors; provided, however, Owners may elect to pay their assessments semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Corporation was initially based upon a temporary budget,

- (a) If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the

first day of the current fiscal year to the date of the next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due until the entire amount of such excess has been credited; provided, however, that if an Owner paid his Regular Assessment either semi-annually or annually in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as owner of such Lot from payment of the Regular Assessment for such Lot as finally determined, and such Owner and his successor as owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Section 2 of Article XI hereof prior to the final

determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

Each Owner of a Dwelling Unit shall prepay to the Corporation at the time his Lot is conveyed to such Owner an amount equal to thirteen (13) monthly installments of the amount required to pay for the Lot Owner's pro-rata portion of the master casualty insurance policy based upon the budget for the current fiscal year and the Owner shall maintain such prepayment account at all times. The Corporation shall hold such pre-paid funds in a separate escrow account for the purchase of insurance as provided in Article XII, Section 1.

Section 4. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time, unless otherwise provided in this Declaration, the Articles, the By-Laws or the Act, the Board

of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, pro-rated in equal shares ("Special Assessment"); provided; that any such assessment shall have the assent of sixty-seven percent (67%) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Without limiting the generality of the foregoing Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration.

Section 5. Failure of Owner to Pay Assessment. (a) No Owner may exempt himself from paying Regular Assessments or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Properties for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Properties or by abandonment of the Lot belonging to him. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments. Where the Owner constitutes more than one Person, the liability of such Persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessments

when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Corporation as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may in its discretion, accelerate the entire balance of the 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 Assessments, the Owner and any occupant of the Lot and Dwelling Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Lot and Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and Dwelling Unit and to collect the rents and any other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date

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such Assessments were due, until paid, at a rate equal to the "prime interest rate" then being charged by Indiana National Bank to its largest and best corporate customers (or, if such Bank is no longer in existence, then such rate charged by another national bank in Marion County, Indiana selected by the Board).

(b) The lien provided for herein shall be subordinate to the lien of any first mortgage. Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot and Dwelling Unit to a Mortgage pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share, the lien for which has been divested as provided above, shall be deemed to be a Common Expense, collectible from all

Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

Section 6. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the By-Laws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Further, until the Applicable Date, the Regular Assessments are and shall be established as follows:

- (a) From the date of the first conveyance of a Lot by Declarant to any other Person until the earlier of the Applicable Date or December 31, 1983.
 - (i) the Regular Assessment shall be pro-rated on a daily basis for any period of time less than a month (the amount required to fund the insurance escrow shall be in addition to the Regular Assessment), and
 - (ii) the Regular Assessment shall be twenty-five percent (25%) of the amount of the Regular Assessment set forth in Subparagraph (i) for each Lot owned by Declarant until sixty (60) days after completion of a Dwelling Unit on a Lot at which time the Regular Assessment for that Lot shall be raised to the full amount set forth in subparagraph (i).

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(b) After December 31, 1983 (if the Applicable Date has not then occurred) and for each year thereafter until the Applicable Date, the Regular Assessment upon each Lot may be increased by the Board by an amount not greater than an amount equal to the same percentage of the Regular Assessment provided under subparagraph (a) above as the percentage increases, if any, in the Consumer Price Index between the Index figure for the month of September, 1981 and the Index figure for the last month of the year preceding the year for which such increase is to be effective. Such increases may be made by the Board annually, to be effective on January 1 of each year until the Applicable Date. As used herein, "Consumer Price Index" means the City Average of all items (CIP-U, reference base of 1967=100.)" published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the Bureau of Labor Statistics is either discontinued, or revised by changes in the weights assigned by the 1972-73 Consumer Expenditure Survey to the sample of places where the pricing takes place or in the statistical methods employed in the calculation of the Consumer Price Index, then, and in any of such event, comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical selected by the Corporation shall be substituted for the Consumer Price Index and used for making such computations.

ARTICLE XI

Mortgages

Section 1. Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise, shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record. Unless notification of any such mortgage and

the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to which such Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or effectively given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to which such Mortgagee may otherwise be entitled shall be required.

Section 2. Notice of Certain Actions or Conditions. The Corporation shall, upon request of a Mortgagee (or insurer or guarantor) who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee (or insurer or guarantor) with written notice of:

- (i) any condemnation loss or any casualty loss which affects a material portion of the subdivision or any Dwelling Unit on which there is a first mortgage;
- (ii) any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days;
- (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Corporation; and

(iv) any proposed action which would require the consent or approval of Mortgagees.

Section 3. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such Statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article X hereof.

Section 4. Unpaid Taxes and Insurance. Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which have or may become a lien against any Common Properties (excluding items deemed Common Properties for maintenance) and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for any Common Properties (excluding items deemed Common Properties for maintenance), and the Mortgagees making such payments shall be owed immediate reimbursement therefor by the Corporation.

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ARTICLE XII

Insurance

Section 1. Casualty Insurance. (a) The Corporation shall purchase a master casualty insurance policy with an "agreed amount and inflation guard endorsement" and a "blanket building endorsement" affording fire and extended coverage insurance insuring each Dwelling Unit in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Dwelling Units, excluding all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on any Lot or elsewhere. If the Board of Directors can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense of the Owners in the Townhome Area. Such insurance coverage shall be for the benefit of each Owner in the Townhome Area, and, if applicable, the Mortgagee of each such Owner.

(b) The Corporation shall purchase a casualty insurance policy with an "agreed amount and inflation guard endorsement" affording fire and extended coverage insurance insuring all Common Properties owned by the Corporation including, but not limited to

utilities and recreational equipment in an amount consonant with the full replacement value of the improvements. If the Board of Directors can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage for such improvements. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense of all Owners. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagees of each Owner..

(c) All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as herein set forth shall be paid to it or to the Board of Directors. In the event that members of the Board of Directors have not posted surety bonds for the faithful performance of their duties or if such bonds do not equal or exceed the funds which will come into their hands, and there is damage to a part or all of the Common Properties resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall

be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners of the Corporation. The proceeds shall be used or disbursed by the Corporation or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such casualty insurance policies, and "all risk" coverages if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners of the Corporation. The proceeds shall be used or disbursed by the Corporation or the

Board, as appropriate, only in accordance with the provisions of this Declaration.

Such casualty insurance policies, and "all risk" coverages if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 2. Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Corporation, the Board of

Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners.

Section 3. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, settlement, such option shall not be exercisable in the event the Corporation does not elect to restore.

Section 2. Public Liability Insurance. The Corporation shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time; provided, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Properties and shall insure the Corporation, the Board of

irectors, any committee or orgain of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corportion or other Owners.

Section 3. Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's 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,

liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the

Board of Directors the proceeds of which are payable to the Board or the Corporation.

Section 4. General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation. All policies shall also contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Mortgagee of each Lot.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy or the Board has notice of a Mortgagee as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same restriction on distribution shall apply to the distribution of any condemnation awards in connection with any taking of any of the Common Properties. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds in

excess of amounts needed to repair damage or pay off any first mortgage or any condemnation awards to be made by the Corporation to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Corporation; in any event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

Section 5. Insurance by Owners. Each Owner shall be solely responsible for any and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation.

ARTICLE XIII

Casualty and Restoration; Condemnation; Termination

Section 1. Casualty and Restoration. In the event of damage to or destruction of the structure or exterior of any Building or Dwelling Unit or in the event of damage to or destruction of any of the Common Properties due to fire or any other casualty or disaster, the Corporation shall promptly cause the same to be

repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, (i) the cost for restoring the damage and repairing and reconstructing a Building or Dwelling Unit in the Townhome Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares and (ii) the cost for restoring the damage and repairing and reconstructing any Common Properties (excluding items deemed Common Properties for maintenance only) so damaged or destroyed (or the cost thereof in excess of insurance proceed received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Building so damaged or destroyed to as near as possible the same condition as it existed immediate prior to the damage or destruction and with the same type of architecture.

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

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any Building shall not constitute a claim or basis of a proceeding or action for the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the original plans and specifications or as the Building was originally constructed.

Section 2. Total or Partial Condemnation. (a) In the event of the condemnation of all or any part of the Common Properties or all or any part of any Building, Dwelling Unit or Lot, the Board is hereby authorized to negotiate with the condemning authority and/or to contest an award made for the appropriation of such Common Properties, Buildings or Dwelling Units. For the purpose of such negotiation and/or of contest of such award to the Board as to Buildings and Dwelling Units and Lots, the Board is hereby declared to be the agent and attorney-in-fact of any Owner affected by the condemnation. This appointment of the Board shall

be deemed coupled with an interest and shall be irrevocable. Nothing contained herein, however, shall preclude any Owner from asserting any rights or claims to compensation which cannot be legally asserted by the Board.

(b) Awards for the taking of all or part of a Building, Dwelling Unit or Lot shall be collected by the Board and distributed to the affected Owners. To the extent possible, negotiated awards or awards resulting from a contest shall specify the allocation of the award among Owners affected. In the event that an Owner does not agree with the distribution of an award, such Owner shall be entitled to have the dispute settled by arbitration. The protesting Owner shall appoint one arbitrator, the Board acting as agent for all other affected Owners shall appoint one arbitrator and the two appointed arbitrators shall appoint a third arbitrator. A majority decision of the arbitrators shall be binding on all Owners and shall be enforceable.

Section 3. Termination. In the event of condemnation of two-thirds (2/3) or more of the Dwelling Units, the remaining Owners may, by a majority vote terminate this Declaration and dissolve the Corporation, provided, however, that the restrictions set forth in the subdivision Plat and in Article XIV shall remain in full force and effect in accordance with the terms of the Plat and Article XVIII of this Declaration.

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ARTICLE XIV

Restrictions, Covenants and Regulations

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots, Dwelling Units and Common Properties shall be in addition to any other covenants or restrictions contained herein or in any subdivision plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) All Lots and Dwelling Units shall be used exclusively for residential purposes and for occupancy by a single family.
- (b) Nothing shall be done or kept in any Dwelling Unit, or on any Lot, or on the Common Properties which will cause an increase in the rate of insurance on any Dwelling Unit or the contents thereof or on any Common Properties. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot or on any of the Common Properties which will result in a cancellation of insurance on any Dwelling Unit or any part of the Common Properties, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.
- (c) No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit or on any Lot.
- (d) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows of his Dwelling Unit or place on the outside walls of any building, and

no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of the Dwelling Unit without the prior consent of the Architectural Review Board.

- (e) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Dwelling Unit or on any Lot or any of the Common Properties, except that pet dogs, cats or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under lease or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Properties, caused by his pet. The tethering of pets in any area outside an Owner's fenced Lot does not constitute "attended". The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that an Owner desiring to bring or maintain a pet on the Real Estate shall deposit with the Board a security deposit in an amount to be determined by the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Properties. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Real Estate, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall be returned to the Owner when the pet is permanently removed from the Real Estate, except to the extent said deposit has been used or is needed to repair damage caused by such pet. Any requirement for the depositing of such security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Estate within ten (10) days after written notice from the Board to the respective Owner to do so.

- (f) Nothing shall be done or permitted in any Dwelling Unit or on any Lot which will impair the structural integrity of any of the Common Properties or which would structurally change any of the Common Properties. No Dwelling Unit or Lot shall be used in any unlawful

manner or in any manner which might cause injury to the reputation of the subdivision developed or to be developed on the Real Estate, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

- (g) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Properties or any public street. The Common Properties shall be kept free and clear of rubbish, debris and other unsightly materials.
- (h) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Estate.
- (i) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Real Estate, any Lot or any Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Real Estate in connection with any unsold or unoccupied Lots and Dwelling Units and nothing contained herein shall be construed or interpreted to affect or restrict the activities of Declarant in the marketing, advertising or sale of Lots or Dwelling Units as a part of the development of this Townhome Community.
- (j) All Owners and members of their families, their guests, or invitees, and all occupants of any same and to use and enjoy the Common Properties or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Properties.
- (k) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere within the Real Estate; provided,

however, that nothing herein shall prevent the parking or storage of ushc vehicles completely enclosed within a garage. No repair work shall be done on the Real Estate on any vehicles, including passenger vehicles.

- (l) No Owner shall be allowed to plant trees, landscapte or do any gardening in any of the Common Properties (excluding laws which are deemed Common Properties for maintenance only), except with express permission from the Board.
- (m) No Owner shall remove any tree without the written approval of the Board.
- (n) Each Owner shall keep his Lot in good order, condition and repair and free of debris including, but not limited to, the pruning, trimming and cutting of all trees and shrubbery, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot shall fail to so maintain his Lot, the Corporation after notice to the Owner and approval by two-thirds (2/3) vote of all Owners, shall have the right to enter upon said Lot to correct, repair, maintain and restore the Lot. All costs incurred by the Corporation related to such correction, repair, maintenance or restoration shall be and constitute a Special Assessment against such Lot, payable by the Owner upon demand by the Corporation.
- (o) All garbage, trash and refuse shall be stored in appropriate containers inside the Dwelling Units (including garages) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collections as are designated by the Board.
- (p) Common Properties shall be used and enjoyed only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including but not limited to any covenants and restrictions set forth herein or otherwise,

Declarant shall have, until the Applicable Date, the right to use and maintain the Common Properties and any Lots and Dwelling Units owned by Declarant and other portions of the Real Estate (other than individual Dwelling Units and Lots owned by Persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Properties, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Real Estate at any time.

ARTICLE XV

Amendment of Declaration

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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- (a) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) 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 the votes of all Owners.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved during the first twenty years by a vote of the Owners to which not less than ninety percent (90%) of the votes of the Corporation are allocated and thereafter by seventy-five percent (75%) of such Owners. The instrument of amendment must be signed by such Owners and recorded. In the event any Lot or Dwelling 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 in accordance with provisions hereof.

(e) Special Amendments. Sixty-Seven percent of Mortgagees required. No amendment to this Declaration shall be adopted which changes the provisions hereof which establish, provide for, govern or regulate (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, (2) Article XII of this Declaration with respect to casualty insurance to be maintained by the Corporation (3) Article XIII of this Declaration with respect to reconstruction or repair of the Common Properties or Dwelling Units in the event of fire or any other casualty or disaster, (4) establishment of the Architectural Review Board and its functions, (5) voting rights, (6) assessments, assessment liens or subordination of such liens, (7) reserves for maintenance, repair and replacement of the Common Properties, (8) insurance and fidelity bonds, (9) rights to use of the Common Properties and the Dwelling Units, (11) boundaries of any Lot or of the Common Properties, (13) the leasing of Dwelling Units, (14) imposition of any right of first refusal or similar restriction on the right of a Lot Owner to sell,

transfer or otherwise convey such Lot or (15) the rights of mortgagees or insurers or guarantors of first mortgages on Lots; without, in each and any of such circumstances the approval of mortgagees (whose mortgage interests have been made known to the Board of Directors) holding mortgages on Lots which have at least sixty-seven percent (67%) of the votes of Lots which are subject to mortgages, provided, a Mortgagee who receives written notice of a proposed amendment and does not deliver or mail a negative response to the Secretary of the Board of Directors within thirty (30) days of said notice shall be deemed to have approved the proposed amendment.

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

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any

other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements, (d) or to correct clerical or typographical

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and from time to time if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any statutory requirements, (d) or to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto or in furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Section on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or

granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI

Acceptance and Ratifications

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the By-Laws and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the

y-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII

Negligence

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any members of his family or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or Dwelling Unit or its appurtenances or of the Common Properties.

ARTICLE XVIII

Benefit and Enforcement

The Declaration and the Restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the office of the Recorder of Marion County, Indiana and expiring June 30, 2012, after which time they shall be automatically extended for successive periods of ten (10) years each unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the Restrictions in whole or in part, or to terminate the same.

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In the event of a violation, or threatened violation, of any of the covenants, conditions or restrictions set forth in this Declaration, Declarant (so long as Declarant remains an owner of any part of the Real Estate), the Board, or any Owner shall have the right to enforce the covenants, conditions and restrictions contained herein and to pursue any and all remedies, at law or in equity, available under applicable Indiana Law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof. The failure or delay at any time of Declarant, the Corporation, the Owners, or any other Person entitled to enforce this Declaration and the Restrictions, to enforce any of the same shall in no event be deemed a waiver of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

ARTICLE XIX

FHA and VA Approval

As long as there is a Class B membership in the Corporation, amendments of these Declarations pursuant to Article XV, and conveyance of Common Properties pursuant to Article III must receive the prior written approval of FHA and VA.

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ARTICLE XXI

Miscellaneous

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the By-Laws, or to comply with any provision of this Declaration, the Articles, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Corporation shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

Section 2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration, the Articles or the By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the By-Laws and each shall be enforceable to the greatest extent permitted by law.

Section 3. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 5. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and

subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

IN WITNESS WHEREOF, LOCKERBIE GLOVE COMPANY, Declarant, has executed this Declaration on the day and year first hereinabove set forth.

URBAN SPACES, INC., GENERAL PARTNER
By: Eugene L. Brown, Sec.
Officer EUGENE BROWN

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Subscribed and Sworn to before me a Notary Public in and for the County of Marion, State of Indiana, this 21st day of

July, 19 82.

Witness my hand and Notarial Seal this 21st day of July, 19 82.

Lori K. Gerald
Notary Pub LORI K. GERALD
Marion County

My Commission Expires:
July 19, 1985

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This instrument was prepared by Sheila Sueess Kennedy,
Attorney at Law.

EXHIBIT A

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Beginning on the West line of said Out Lot number 52 North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) 173.00 feet from the Southwest corner of said Out Lot number 52 (said Beginning Point is the intersection of the East line of North East Street with the North line of Vermont Street); thence North 00 degrees 00 minutes 00 seconds East along the West line of said Out Lot number 52 a distance of 301.13 feet to the South line of Michigan Street as not established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet; thence South 00 degrees 08 minutes 39 seconds East 196.30 feet; thence North 89 degrees 54 minutes 39 seconds East, parallel with the South line of Michigan Street, 120.18 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 105.10 feet to the North line of Vermont Street; thence South 89 degrees 56 minutes 54 seconds West along the North line of Vermont Street 410.71 feet to the Beginning Point, containing 2.297 acres, more or less.

Plus the East half of Lot Numbered 12, the South Half (1/2) of Lot numbered 14, the North half (1/2) of Lot numbered 13 and the South Half (1/2) of Lot numbered 13 all in T.R. Fletcher's Subdivision of Out Lot 51 and the North part of Out Lot 54, in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said Lot numbered 12; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Lots 12, 13, and 14 a distance of 102.35 feet; thence South 89 degrees 56 minutes 44 seconds East 125.25 feet to the East line of said Lot 14; thence South 00 degrees 01 minutes 58 seconds West along the East line of said Lots 12, 13, and 14 a distance of 102.34 feet to the Southeast corner of said Lot 12; thence North 89 degrees 57 minutes 07 seconds West along the South line of said Lot 12 a distance of 125.19 feet to the Beginning Point, containing 0.295 acres, more or less.

INSTRUCTIONS.

Use 8 1/2 x 11 Inch Paper for Inserts
Present 2 Executed Copies to Secretary of State, Room 155, State House, Indianapolis, Indiana 46204

The recording of a third executed copy with the County Recorder is no longer statutorily required.

FILING FEE is \$26.00

Corporate Form No. 384-1 (Dec-1980)
Page One

**ARTICLES OF INCORPORATION
(Not for Profit)**

Prescribed by Edwin J. Simcox,
Secretary of State of Indiana

**ARTICLES OF INCORPORATION
OF**

LOCKERBIE GLOVE COMPANY TOWN HOME OWNER'S ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

**ARTICLE I
Name**

The name of the Corporation is **LOCKERBIE GLOVE COMPANY TOWN HOME OWNER'S ASSOCIATION, INC.**
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)

**ARTICLE II
Purposes**

The purposes for which the Corporation is formed are:
To administer and enforce the terms of the Declaration filed with respect to the real estate within the Lockerbie Glove Company Town Home Area subject to such Declaration, and to exercise all powers recited therein or reasonably necessary or incidental thereto.

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NOTE: "Not-for-Profit" as applied to corporations means, "...any corporation which does not engage in any activities for the profit of its members and which is organized and conducts its affairs for the purpose other than the pecuniary gain of its members". (Indiana Code, 23-7-1.1-2(d))

ARTICLE III
Period of Existence

The period during which the Corporation shall continue is perpetual
(either "Perpetual", or, if limited, some definite period of time.)

ARTICLE IV
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is Sheila Sussess Kennedy
(Name)

Suite 1135 Market Square Center Indianapolis INDIANA 46204
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is

Suite 1135 Market Square Center Indianapolis INDIANA 46204
(Number and Street or Building) (City) (State) (Zip Code)

(Resident agent and principal office address must be located in Indiana.)

ARTICLE V
Membership

A minimum of three (3) persons shall have signed the membership list. (Directors or Trustees or Incorporators may be included in the Membership.)

Section 1. Classes (if any):

(See Attached)

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes:

(See Attached)

Section 3. Voting Rights of Classes:

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(See Attached)

NOTE: The Corporation shall confer upon every member a certificate signed by the President (or Vice-President) and Secretary (or Assistant Secretary), stating that he or she is a member of the Corporation.

ARTICLE VI
Directors

Section 1. Number of Directors: The initial Board of Directors is composed of... three (3)... members. If the exact number of Directors is not stated, the minimum number shall be three (3)....., and the maximum number shall be five (5)..... Provided, however, that the number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND DIVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
Bisesi	47 South Meridian Street	Indianapolis	Indiana	46204
Sweet	47 South Meridian Street	Indianapolis	Indiana	46204
Suess Kennedy	1135 Market Square Center	Indianapolis	Indiana	46204

ARTICLE VII
Incorporator(s)

Section 1. Names and Post Office Address(es) of the incorporator(s) of the Corporation is (are) follows:

Name	Number and Street or Building	City	State	Zip Code
Suess Kennedy	1135 Market Square Center	Indianapolis	Indiana	46204

ARTICLE VIII
Statement of Property (if any)

A statement of the property, and an estimate of the value thereof, to be taken over by the Corporation at
upon its incorporation are as follows:

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ARTICLE IX
Provisions for Regulation and Conduct
Of the Affairs of Corporation
(Can be the "By Laws")

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the
corporation, and creating, defining, limiting or regulating the powers of the Corporation, the directors or the
members of any class or classes of members are ~~as follows~~ contained in the By Laws of the
corporation.

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ARTICLES OF INCORPORATION
(Not for Profit) Page Five

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this day of, 19. 82

Sheila Sues Kennedy
(Written Signature)

(Written Signature)

Sheila Sues Kennedy
(Printed Signature)

(Printed Signature)

(Written Signature)

(Printed Signature)

NOTARY ACKNOWLEDGEMENT
(required)

State of Indiana)

SS:

County of MARION)

Before me, *JUDITH A. M^cGONIGAL* a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (severally) acknowledged the execution of the foregoing Articles of Incorporation.

Notary Seal
Required

Judith A. M^cGonigal
(Written Signature)

JUDITH A. M^cGONIGAL Notary Public
(Printed Signature)

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My commission expires: *Dec. 15, 1985*

My County of residence is *Marion*

WITNESS my hand and Notarial Seal this *14* day of *June* 19. 82.

This instrument was prepared by *Sheila Sues Kennedy* (Name)

Suite 1135 Market Square Center
(Number and Street or Building)

Indianapolis
(City)

Indiana
(State)

46204
(Zip Code)

BY-LAWS OF LOCKERBIE GLOVE COMPANY
TOWN HOME OWNERS ASSOCIATION

ARTICLE I. PLAN OF OWNERSHIP

Section 1.01. Real Estate located at 430 N. Park Street, City of Indianapolis, State of Indiana, immediately adjacent to the Building known as the Lockerbie Glove Company, has been submitted to the provisions of a Planned Unit Development. The provisions of these Bylaws shall be applicable to the Community created by the Declaration attributable thereto, ("Community").

Section 1.02. All present and future owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Community in any manner, are subject to the regulations set forth in these bylaws. The acquisition or rental of any of the Apartment Spaces or the mere act of occupancy thereof, will constitute acceptance and ratification of these bylaws.

ARTICLE II. VOTING, MAJORITY OF OWNERS

QUORUM, AND PROXIES

Section 2.01. Voting shall be subject to the terms of the Declaration.

Section 2.02. As used in these bylaws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of

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e votes in accordance with the Declaration.

Section 2.03. Except as otherwise provided in these bylaws, in the presence, in person or by proxy, of a majority of owners as defined in Section 2.02 hereof shall constitute a quorum.

Section 2.04. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such owner. Such notice shall state the name and address of the individual representative so designated, the number of units owned by the owner, the name and address of the owner, and shall be signed by the owner. The owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.01. The owners of the units shall constitute the Lockerbie Glove Company Town Home Owners Association, Inc., an Indiana Not-for-Profit Corporation ("Corporation") which will have the responsibility of administering the Community, approving the annual budget, establishing and collecting monthly assessments, and arranging for a management agent, if one is to be employed. These duties may be delegated to the Board of Directors either by the operation of these bylaws or by duly approved resolution of

the votes in accordance with the Declaration.

Section 2.03. Except as otherwise provided in these bylaws, the presence, in person or by proxy, of a majority of owners as defined in Section 2.02 hereof shall constitute a quorum.

Section 2.04. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such owner. Such notice shall state the name and address of the individual representative so designated, the number of units owned by the owner, the name and address of the owner, and shall be signed by the owner. The owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.01. The owners of the units shall constitute the Lockerbie Glove Company Town Home Owners Association, Inc., an Indiana Not-for-Profit Corporation ("Corporation") which will have the responsibility of administering the Community, approving the annual budget, establishing and collecting monthly assessments, and arranging for a management agent, if one is to be employed. These duties may be delegated to the Board of Directors either by the operation of these bylaws or by duly approved resolution of

the Association. Except as otherwise provided herein or in the Declaration or the Horizontal Property Law, decisions and resolutions of the Corporation shall require approval by a majority of owners.

Section 3.02. Meetings shall be held at such suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3.03. The first annual meeting of the Corporation shall be held within thirty (30) days following the Applicable Date as defined in the Declaration, or on the first Tuesday of October, 1985, whichever first occurs. Thereafter, annual meetings shall be held on the first Tuesday of October in each succeeding year. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 hereof, and the owners may transact such other business of the Corporation as may properly come before them.

Section 3.04. It shall be the duty of the President to call a special meeting of the Corporation upon resolution to that effect by the Board of Directors or upon a petition signed by a majority of the owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless four-fifths

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(4/5) of the owners are present either in person or by proxy and consent thereto.

Section 3.05. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days prior to such meeting. The mailing of notice by first class mail in the manner provided in this section shall be considered notice served.

Section 3.06. If at any meeting of owners a quorum is not present, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.07. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceeding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

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ARTICLE IV. BOARD OF DIRECTORS

Section 4.01. The affairs of the Corporation shall be governed by a Board of Directors composed of seven (7) persons, all of whom must be owners.

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all things as are not reserved to the owners by law or these bylaws.

Section 4.03. In addition to any other duties imposed by these bylaws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Community and the common areas and facilities, including disbursement of funds from the account of the Corporation to cover payment therefor upon a determination that such services have been properly performed or other expenses reasonably incurred.
- (b) Collection of assessments from owners.
- (c) Employment of the personnel necessary for the maintenance and operation of the Community and the common areas and facilities.
- (d) Obtaining adequate and appropriate kinds of insurance.
- (e) Owning, conveying, encumbering, leasing, or otherwise dealing with Lots which may be conveyed to or purchased by it.
- (f) Preparation, adoption, and distribution of the annual budget for the property.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

Section 4.04. The Board of Directors may employ a management agent, upon such terms at such compensation as may be established by the Board, to perform such duties and services as the Board

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shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law.

Section 4.05. At the first annual meeting of the Corporation the term of office of the Directors shall be fixed as provided in the Declaration.

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or by a vote of the Corporation shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Corporation.

Section 4.07. At any regular or special meeting any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

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Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be legally constituted, providing a majority of the entire Board shall be present.

Section 4.09. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least six (6) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by first class mail, at least five (5) days prior to the day named for such meeting. Meetings shall be open to all owners.

Section 4.10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director in the manner specified in Section 4.09 hereof, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 4.11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such

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meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business be transacted at such meeting.

Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. The Board of Directors shall require that all officers responsible for Corporation funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

Section 4.14. The members of the Board of Directors shall be entitled to indemnification from the Corporation for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in reasonable discharge of their duties, responsibilities, and authority under

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these bylaws, except for liabilities arising from willful and wanton misconduct or gross negligence. The Board of Directors shall obtain a policy of insurance, in the name of the Corporation providing such indemnification. The Board shall provide ten (10) days' notice to each owner before any payment is made to any Director under this clause.

Section 4.15. Notwithstanding anything to the contrary contained herein, the initial Board of Directors shall be made up of three persons appointed by Declarant. Such initial Board shall continue in office until the Applicable Date.

ARTICLE V. OFFICERS

Section 5.01. The principal officers of the Corporation shall be a President, Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 5.02. The Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed,

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with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 5.04. The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5.05. The Vice President shall take the place of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 5.06. The Secretary shall keep the minutes of all meetings of the Board and the Corporation; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 5.07. The Treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

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disbursements in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

Section 5.08. The Officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Corporation for all expenses reasonably incurred in the discharge of their duties and responsibilities.

ARTICLE VI. FINANCE AND ADMINISTRATION

Section 6.01. The Board of Directors, through the Treasurer and management agent, if any, shall keep accurate books and financial records, including, but not limited to, a detailed account of expenditures and receipts affecting the Community and its administration, and specifying the Community's operating expenses. Such expenses shall be determined and allocated as provided by the Declaration and these Bylaws.

Section 6.02. The Board shall annually cause to be prepared and distributed to each owner an itemized accounting of the common expenses actually incurred and paid during the preceding year together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

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Section 6.03. The books and records of the Corporation, and all related documents shall be open to inspection by any owner at all reasonable times during regular business hours.

Section 6.04. In preparing the annual budget, the Board of Directors shall include provision for reasonable anticipated expenses resulting from normal maintenance and wear and tear to the Common Areas and Facilities, any extraordinary expenses that will be required, salaries and compensation for any employees not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to administration, any reserves required under these bylaws or deemed necessary by the Board to meet unanticipated expenses, and such other items as may be designated as expenses of the Corporation by the Declaration, the Articles, these Bylaws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained. Each unit owner shall be provided with a copy of the annual budget at least thirty (30) days prior to its adoption by the Board.

Section 6.05. (a) The Board shall procure a policy of insurance, as specified in the Declaration.

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Section 6.06. In the event of severe damage or destruction of the property by fire or other casualty, the repair, reconstruction, or disposition of the property shall be governed by the provisions of the Declaration and Indiana Horizontal Property Law.

Section 6.07. The Corporation shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities. The fund shall at a minimum be equal to five percent (5%) of the current annual budget on a noncumulative basis. This fund shall be used only for major repairs and replacement of Common Areas and Facilities, and for no other purpose.

Section 6.08. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the Declaration, Articles, Bylaws, or management agreement, if any, shall, upon

request of the parties thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Corporation is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of American Arbitration Association shall be applicable to any arbitration commenced hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. Any management agreement shall contain provisions making this section applicable to all parties thereto.

Section 6.09. (a) The procedures in the event of attachment of mechanic's lien shall be governed by the Indiana Horizontal Property Law.

(b) All sums assessed by the Corporation but unpaid for the share of the common expenses chargeable to any Lot shall constitute a lien, as more particularly described in and governed by the Declaration and the provisions of the Indiana Horizontal Property Law.

ARTICLE VII. OBLIGATIONS OF OWNERS

Section 7.01. All owners are obligated to pay monthly assessments imposed by the Corporation to meet the expenses set forth in its annual budget. The assessments shall be made as set forth in the Declaration.

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Section 7.02.

- (a) Every owner must perform promptly all maintenance and repair work within his own Dwelling which, if omitted, would affect the Community in its entirety or in part and Owners are hereby made expressly responsible for any damages and liabilities caused by failure to do.
- (b) All the repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditions, sanitary installations, doors, windows, lamps, and all other accessories belonging to an Apartment Space shall be at the owner's expense.
- (c) An owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any Common Area and Facility damaged through his fault or negligence.
- (d) All Dwellings shall be utilized for residential purposes only.
- (e) An owner shall not make structural modifications or alterations within his Apartment Space without previously notifying the Corporation in writing, through the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Corporation shall have the obligation to answer within ten (10) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Corporation shall provide the owner with written reasons for the denial of its approval to make any proposed structural modification or alteration. No modifications whatsoever may be made to the Building Exterior.
- (f) An Owner shall not place or cause to be placed in the common areas and facilities any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

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- (g) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Corporation in case of any emergency originating in or threatening his Dwelling whether the owner is present at the time or not.
- (h) An owner shall permit other owners, or their representatives, when so required, to enter his Dwelling for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
- (i) No resident of the project shall post any advertisements or posters of any kind on the project except as authorized by the Corporation.
- (j) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.
- (k) Residents may not hang garments, rugs, etc, from the windows or from any of the facades.
- (l) No owner, resident, or lessee shall install wiring for electrical or telephone installation or television antennae, etc., on the exterior of the building or do anything which would protrude through the walls or the roof of the buildings.
- (m) No animals other than common domestic pets may be kept in the building at any time. Dogs should be confined on a leash at all times and should be curbed.

ARTICLE VIII. AMENDMENTS

Section 8.01. These bylaws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by two-thirds (2/3) of the owners present and voting.

ARTICLE IX. MORTGAGEES

Section 9.01. An owner who mortgages his Apartment Space shall notify the Corporation through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee; and the Corporation shall maintain such information in a book entitled "Mortgagees of Family Units."

Section 9.02. The Corporation shall, at the request of a mortgagee of an Apartment Space, report any unpaid assessments due from the owner of such Apartment Space.

ARTICLE X. COMPLIANCE WITH APPLICABLE LAW

Section 10.01. Should any of these bylaws be found to conflict with the provisions of the Indiana Horizontal Property Law, the provisions of the statute shall control.

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AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS OF LOCKERBIE GLOVE COMPANY TOWN HOMES

WHEREAS, Declarant has previously caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of the Lockerbie Glove Company Town Homes (Declaration), which Declaration appears as Instrument No. 82-38857 in the Office of the Recorder of Marion County, as amended by Amendment recorded August 24, 1982 as Instrument #82-46238; and

WHEREAS, Declarant reserved therein the right to amend such Declaration,

NOW THEREFORE, Declarant amends the Declaration by substituting for Article III, Section 1 the following language:

Section 1. Agreement To Construct and Convey Other Common Properties. Declarant has constructed or provided for, or will construct or provide for, Common Properties consisting of the following items:

- (a) installation of utility equipment, facilities and systems to serve the Townhome Area of the Real Estate and the Common Properties,
- (b) intersection street lighting facilities,
- (c) perimeter treatment of the Real Estate, including walls, fencing and landscaping,
- (d) the installation of open spaces as shown in Exhibit "A" hereto.

unattached SEE

Upon final construction or provision of the Common Properties described in this Section 1, and prior to the closing of the first sale of a Lot subject to this declaration Declarant covenants to convey all of its right, title and interest in and to such Common

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LUCILLE CAMP
RECORDER-MARION CO.
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Properties to the Corporation and all such right, title and interest in and to such items (whether owned in fee, by leasehold or in the nature of an easement or license) shall then be the property of the Corporation, whether or not the same may be located entirely or partially on any one or more of the Lots. As to any of such items of and constituting the Common Properties located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only non-exclusive easement rights therein, as described in Article II, Section 2 of this Declaration.

Declarant further amends such Declaration by substituting for Article V, Section 7 the following language:

Section 7. 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:

- (a) to employ a Managing Agent to assist the Board in performing its duties; provided that no employment agreement with the Declarant (or any entity affiliated with the Declarant) as Managing Agent or for any other service shall be for more than three (3) years after the Applicable Date and further provided that after the Applicable Date any such agreement shall be subject to termination by either party without cause and without payment of termination fee upon ninety (90) days written notice to the other party;
- (b) to purchase, lease or otherwise obtain for the Corporation, 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; may be necessary for the maintenance, upkeep, repair and replacement of the Common Properties;
- (c) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

- (f) to open and maintain a bank account or accounts in the name of the Corporation;
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this 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 shall be promptly delivered to all Owners.

Declarant further amends the By-Laws recorded with the Declaration by substituting the following for Article VIII of such Bylaws:

ARTICLE VIII. AMENDMENTS

Section 8.01. These bylaws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by two-thirds (2/3) of the owners present and voting. So long as there exists any Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto any such Amendment.

IN WITNESS WHEREOF, Declarant, Lockertie Glove Company has executed this Amendment this 9th day of Dec, 1982.

LOCKERTIE GLOVE COMPANY

By: [Signature]
President JAMES T. Bisesi

ATTEST:

[Signature]
Secretary

EUGENE C. BROWN

S2 72213

STATE OF INDIANA)
)ES:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Jimmie B. Bessie and Rogers C. Bessie, the
President and Secretary, respectively, of LOCKERBIE GLOVE COMPANY,
A Limited Partnership, who acknowledged execution of the foregoing
Amendment for and on behalf of the Declarant, and who, having been
duly sworn, stated that the representations therein contained are
true.

Witness my hand and Notarial Seal this 9th day of December,
1982.

Wanda M. Walker
Signature

WANDA M. WALKER
Printed

My Commission Expires:

10-4-86

My County of Residence:

Marion

This instrument was prepared by Sheila Suesse Kennedy, attorney
at law.

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CROSS REFERENCE

AMENDMENT TO COVENANTS, CONDITIONS
AND RESTRICTIONS OF
LOCKERBIE GLOVE COMPANY TOWN HOMES

WHEREAS, Declarant has previously caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of the Lockerbie Glove Company Town Homes (Declaration), which Declaration appears as Instrument No. ~~82-38857~~ in the Office of the Recorder of Marion County, as amended by Amendment recorded August 24, 1982 as Instrument #82-46238; and

WHEREAS, Declarant reserved therein the right to amend such Declaration,

NOW THEREFORE, Declarant amends the Declaration by substituting for Article III, Section 1 the following language:

Section 1. Agreement To Construct and Convey Other Common Properties. Declarant has constructed or provided for, or will construct or provide for, Common Properties consisting of the following items:

- (a) installation of utility equipment, facilities and systems to serve the Townhome Area of the Real Estate and the Common Properties,
- (b) intersection street lighting facilities,
- (c) perimeter treatment of the Real Estate, including walls, fencing and landscaping,
- (d) the installation of open spaces as shown in Exhibit "A" hereto.

unattached see

Upon final construction or provision of the Common Properties described in this Section 1, and prior to the closing of the first sale of a Lot subject to this declaration Declarant covenants to convey all of its right, title and interest in and to such Common

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RECORDER-MARION CO.
Dec 22 3 04 PM '82

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Properties to the Corporation and all such right, title and interest in and to such items (whether owned in fee, by leasehold or in the nature of an easement or license) shall then be the property of the Corporation, whether or not the same may be located entirely or partially on any one or more of the Lots. As to any of such items of and constituting the Common Properties located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only non-exclusive easement rights therein, as described in Article II, Section 2 of this Declaration.

Declarant further amends such Declaration by substituting for Article V, Section 7 the following language:

Section 7. 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:

- (a) to employ a Managing Agent to assist the Board in performing its duties; provided that no employment agreement with the Declarant (or any entity affiliated with the Declarant) as Managing Agent or for any other service shall be for more than three (3) years after the Applicable Date and further provided that after the Applicable Date any such agreement shall be subject to termination by either party without cause and without payment of termination fee upon ninety (90) days written notice to the other party;
- (b) to purchase, lease or otherwise obtain for the Corporation, 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; may be necessary for the maintenance, upkeep, repair and replacement of the Common Properties;
- (c) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

- (f) to open and maintain a bank account or accounts in the name of the Corporation;
- (g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Properties (in addition to those set forth in this 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 shall be promptly delivered to all Owners.

Declarant further amends the By-Laws recorded with the Declaration by substituting the following for Article VIII of such Bylaws:

ARTICLE VIII. AMENDMENTS

Section 8.01. These bylaws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by two-thirds (2/3) of the owners present and voting. So long as there exists any Class B membership, the Federal Housing Administration or the Veterans Administration shall have the right to veto any such Amendment.

IN WITNESS WHEREOF, Declarant, Lockertie Glove Company has executed this Amendment this 9th day of Dec, 1982.

LOCKERTIE GLOVE COMPANY

By: [Signature]
President JAMES T. Bisesi

ATTEST:

[Signature]
Secretary

EUGENE C. BROWN

S2 72213

STATE OF INDIANA)
)ES:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Jessie B. Buis and Reginald C. Buis, the
President and Secretary, respectively, of LOCKERBIE GLOVE COMPANY,
A Limited Partnership, who acknowledged execution of the foregoing
Amendment for and on behalf of the Declarant, and who, having been
duly sworn, stated that the representations therein contained are
true.

Witness my hand and Notarial Seal this 2nd day of December,
1982.

Wanda M. Walker
Signature

WANDA M. WALKER
Printed

My Commission Expires:

10-4-86

My County of Residence:

Marion

This instrument was prepared by Sheila Sues Kennedy, attorney
at law.

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CROSS REFERENCE

DULY ENTERED
FOR TAXATION

Nov 11 83 025745

COUNTY AUDITOR

Henry E. Gaskin

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SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
LOCKERBIE GLOVE COMPANY TOWNHOMES

(75)

FILED

NOV 11 1983

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Henry E. Gaskin
MARION COUNTY AUDITOR

WHEREAS, Declarant has previously caused to be recorded a Declaration of Covenants, Conditions, and Restrictions of Lockerbie Glove Company Townhomes, which Declaration appears as Instrument No. 82-38857 in the Office of the Marion County Recorder, and

WHEREAS, Declarant as Management Agent for the Corporation, reserves the exclusive right to manage the real estate and common properties and to perform all functions of the Corporation, and

WHEREAS, Declarant desires to supplement the Declaration of Covenants, Conditions, and Restrictions of Lockerbie Glove Company Townhomes previously recorded,

NOW THEREFORE, Declarant supplements such Declaration as follows:

Easement for Ingress and Egress.

In the event that by reason of the design or construction of any townhome or the replat of any lot, it shall be necessary to use or occupy any portion of the common areas for reasonable ingress to and egress from the townhome, then in all such cases valid easements for the ingress to, and egress from the townhome over any part of the common areas are hereby established and shall exist for the benefit of such townhome. All maintenance and repairs, relating to any easement created by this Supplement shall be the responsibility of the owner of the townhome affected and the cost thereof shall not be assessed as regular assessments.

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BENJ. O. LAUGHLIN, SR.
RECORDER
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IN WITNESS WHEREOF, Lockerbie Glove Company, Declarant
has executed this Supplemental Declaration this 10 day of
November, 1983.

LOCKERBIE GLOVE COMPANY

By: Urban Spaces, Inc.
General Partner

By: [Signature]
James Bisesi, President

ATTEST
[Signature]
Eugene C. Brown, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State,
personally appeared James Bisesi and Eugene C. Brown, known to me
to be the President and Secretary, respectively, of Urban Spaces, Inc.,
the General Partner of Lockerbie Glove Company, and acknowledged the
execution of the foregoing Supplemental Declaration.

Witness my hand and Notarial Seal this 10th day of November,
1983.

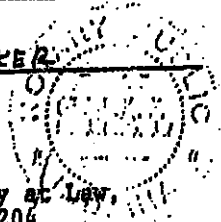
My Commission Expires: 10-4-86
Wanda M. Walker
Signature

WANDA M. WALKER
Printed

A resident of Marion County.

NORARY PUBLIC

This instrument prepared by Steven R. Eichholtz, Attorney at Law,
120 Monument Circle, Suite 301, Indianapolis, Indiana 46204



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BETH S. LAUCHLIN
RECORDED & INDEXED

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AMENDMENT TO COVENANTS,
CONDITIGNS AND RESTRICTIONS
OF
LOCKERBIE GLOVE COMPANY
TOWNHOMES

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CROSS REFERENCE

CROSS REFERENCE

WHEREAS, Declarant has previously caused to be recorded a certain Declaration of Covenants, Conditions and Restrictions of the Lockerbie Glove Company Townhomes (Declaration) which Declaration appears as Instrument No. 82-38857 in the Office of the Recorder of Marion County, as amended by Amendments recorded August 24, 1982 and December 22, 1982 as Instruments No. 82-46238 and 82-72213; and

WHEREAS, Declarant reserved, in Article XV, Section 2, the power to amend the Declaration and the By-Laws in accordance with the terms thereof;

NOW THEREFORE, Declarant amends the Declaration by adding to Article XI the following section:

Section 5. Impairment of Rights of Mortgagees.

Any right of first refusal now or hereafter contained in this Declaration or the By-Laws shall not operate to impair the rights of any first mortgagee to:

- (a) Foreclose or take title to a Lot pursuant to the remedies provided in the mortgage, or
- (b) Accept a deed or assignment in lieu of foreclosure in the event of default by the Owner, or
- (c) Sell or lease a Lot acquired by such mortgagee.

Declarant further amends such Declaration by substituting, in Article V, Section 6, the following for the second sentence of such Section:

"Subject to the terms of Section 7, hereof, the Board may, on behalf of the Corporation, employ a reputable property management agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary."

Declarant further amends such Declaration by substituting the following sentence for the first sentence in Article VII, Section 1:

"Section 1. By Owners. Except as provided in Section 2(b) of this Article, each owner shall, at his expense, be responsible for, and shall promptly perform as the need therefore arises, all maintenance, repairs, decoration and replacement of his own dwelling unit."

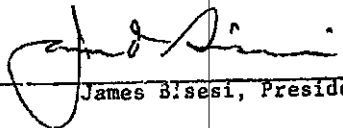
Declarant further amends such Declaration by deleting Section 13 of Article V.

Declarant amends the By-Laws recorded with the Declaration by the addition of the following sentence to the end of Section 4.04:

"Such Agreement must be in conformity with Article V, Section 7 of the Declaration."

IN WITNESS WHEREOF, Declarant, Lockerbie Glove Company, has executed this Amendment this 6th day of March, 1984:

LOCKERBIE GLOVE COMPANY
By: URBAN SPACES, INC.
General Partner

By: 
James Bisesi, President

ATTEST:


Secretary

Eugene Brown

84 17286

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Locker Glove Company, an Indiana Limited Partnership, by Urban Spaces, Inc., General Partner, James Bisesi, President and Eugene C. Brown, Secretary, who acknowledged the execution of the foregoing Amendment to Covenants, Conditions and Restrictions of Lockerbie Glove Company Townhomes, and who being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this 14th day of March, 1984.

My Commission Expires:

December 15, 1985

County of Residence:

Marion

Signature:

Printed:

Judith A. McGonigal
JUDITH A. MCGONIGAL

NOTARY PUBLIC

This instrument was prepared by Sheila Sues Kennedy, Attorney at Law, 120 Monument Circle, Suite 301, Indianapolis, Indiana 46204. 317/634-0992.

84 17286

CROSS REF

860023230

(3)

AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
OF
LOCKERBIE GLOVE COMPANY TOWNHOMES

WHEREAS, Declarant has previously caused to be recorded a certain Declaration of Covenants, Conditions, and Restrictions of the Lockerbie Glove Company Town Homes (Declaration), which Declaration appears as Instrument No. 82-38857 in the Office of the Recorder of Marion County as amended by Amendments as follows:

<u>Date</u>	<u>Instrument Number</u>
August 24, 1982	82-46238
December 22, 1982	82-72213
November 11, 1983	83-83232
March 7, 1984	84-17286; and

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COUNTY AUDITOR
Marion County, Indiana

WHEREAS, Declarant reserved therein the right to amend such Declaration so long as such amendment does not increase the number of Dwelling Units nor affect percentage interests appurtenant thereto;

NOW THEREFORE, Declarant amends such Declaration by amending the legal description appearing as Exhibit "A" in the Declaration which was recorded as Instrument No. 82-38857 and which was amended by amendment recorded as Instrument No. 82-46238, so that such description shall read as follows:

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Beginning on the West line of said Out Lot number 52 North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) 173.00 feet from the Southwest corner of said Out Lot number 52 (said Beginning Point is the intersection of the East line of north East Street with the North line of Vermont Street); thence North 00 degrees 00 minutes 00 seconds East along the West line of said Out Lot number 52 a distance of 301.13 feet to the South line of Michigan Street as not established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet; thence South 00 degrees 08 minutes 39 seconds East 196.30 feet; thence North 89 degrees 54 minutes 39 seconds East, parallel with the South line of Michigan Street, 120.18 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 105.10 feet to the North line of Vermont Street; thence South 89 degrees 56 minutes 54 seconds West along the North line of Vermont Street 410.71 feet to the Beginning Point, containing 2.297;

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RECORDER-MARION CO.
MAR 21 10 19 AM '86

acres, more or less. (Blocks A, B, C, and D in Lockerbie Glove Company Addition, an Addition in Marion County, Indiana, the plat of which is recorded as Instrument #82-41162 in the Office of the Recorder of Marion County, Indiana including streets and common properties as shown on Plat thereof).

ALSO:

Part of Lots numbered 12, 13, and 14 in T.R. Fletcher's subdivision of out Lot 51 and the North part of out Lot 54 in the City of Indianapolis, Indiana, the plat of which is recorded in plat book 2, page 38 in the office of the recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said Lot 12; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Lot 12 a distance of 40.94 feet to the Northwest corner of said Lot 12; thence South 89 degrees 56 minutes 59 seconds East along the north line of said Lot 12 a distance of 60.19 feet; thence South 00 degrees 00 minutes 00 seconds West 40.93 feet to the South line of said Lot 12; thence North 89 Degrees 57 minutes 07 seconds West along the said South line 60.19 feet to the beginning point, containing 0.057 acres, more or less.

ALSO: Commencing at the Southwest corner of said Lot 12; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Lot 12 and 13 a distance of 63.00 feet to the beginning point; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Lot 13 and 14 a distance of 39.35 feet to the North line of the South half of said Lot 14; thence South 89 degrees 56 minutes 44 seconds East along the said North line 60.19 feet; thence South 00 degrees 00 minutes 00 seconds West 35.02 feet; thence North 90 degrees 00 minutes 00 seconds West 5.00 feet; thence South 00 degrees 00 minutes 00 seconds West 4.33 feet; thence North 89 degrees 56 minutes 44 seconds West 55.19 feet to the beginning point, containing 0.054 acres, more or less.

WHEREFORE, Declarant has executed the foregoing Amendment to Covenants, Conditions, and Restriction of Lockerbie Glove Company Town Homes this 20th day of March, 1986.

LOCKERBIE GLOVE COMPANY

By Urban Spaces, Inc., General Partner

By: Eugene C. Brown
Eugene C. Brown, Secretary

850023230

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State personally appeared Eugene C. Brown, known to me to be the Secretary, of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company and acknowledged the execution of this Amendment to the Covenants, Conditions and Restrictions of Lockerbie Glove Comapny Town Homes.

WITNESS my hand and Notarial Seal this 20th day of March, 1986.

My Commission Expires:

10-4-86

Wanda M. Walker
Notary Public

WANDA M. WALKER
Printed

Resident of Marion County



860023230

This instrument was prepared by Sheila Suess Kennedy, Attorney at Law, 120 Monument Circle, Suite 301, Indianapolis, IN 45204.

16

ARTICLES OF
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
LOCKERBIE GLOVE COMPANY TOWN HOME OWNER'S ASSOCIATION, INC.

The undersigned officer of Lockerbie Glove Company Town Home Owner's Association, Inc., a corporation originally established pursuant to the Indiana Not-For-Profit Corporation Act of 1971, and incorporated under the terms and conditions of a certain "Declaration of Covenants, Conditions, & Restrictions of Lockerbie Glove Company Town Homes", said Declaration being recorded in the Marion County Recorder's Office on the 22 day of July, 1982, as Instrument No. 82-38857, said Declaration and all amendments thereto hereafter referred to as "Declaration", and being currently governed by the Indiana Nonprofit Corporation Act of 1991, as amended (the "Act"), gives notice of the amendment of and executes the following Amended and Restated Articles of Incorporation. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of these Amended and Restated Articles of Incorporation and the Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in these Amended and Restated Articles of Incorporation and the Code of By-Laws, and reference is specifically made to Article I of the Declaration containing definitions for terms.

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ARTICLE I

NAME

The name of the corporation is Lockerbie Glove Company Town Home Owner's Association, Inc. (hereafter referred to as "Corporation").

ARTICLE II

TYPE OF CORPORATION

This is a mutual benefit corporation.

ARTICLE III

PURPOSES AND POWERS

Section 1.1. PURPOSES.

The purposes for which the Corporation is formed are to provide for the maintenance, repair, upkeep, replacement, administration, operation and management of the Common Properties and such other portions of the Real Estate as designated in the Declaration, to pay any other necessary expenses and costs in connection with the same in accordance with the Declaration and to perform such other functions as may be designated to it.

Section 1.2. POWERS. Subject to any limitation or restriction imposed by the Act, any other law, the Declaration, or any other provision of these Articles of Incorporation, the Corporation shall have the power:

- (a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as

set forth in the Declaration and By-Laws, as the same may be amended from time to time;

(b) To establish, levy, collect and enforce payment by any lawful means of any charges or assessments made against Members or others pursuant to the terms of the Declaration; to pay all expenses in connection with such collection and all office and other expenses incident to the conduct of the business of the Corporation including any license fees, taxes or other governmental charges levied or imposed against the property of the Corporation;

(c) To borrow money and, with the consent of two-thirds (2/3) of the Members, mortgage, pledge, deed in trust or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;

(d) To enter into, make, perform and carry out, or cancel and rescind, contracts for any lawful purposes pertaining to its business;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property which is held in title by this Corporation in connection with the affairs of the Corporation in accordance with the terms of the Declaration;

(f) To dedicate, sell or transfer any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by

the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members agreeing to such dedication, sale or transfer, except as otherwise provided in the Declaration;

(g) Sue, be sued, complain, and defend in the Corporation's corporate name;

(h) Make and amend By-Laws not inconsistent with the Corporation's Articles of Incorporation, the Act, the Declaration or with Indiana law for managing the affairs of the Corporation;

(i) Elect directors, elect and appoint officers, and appoint employees and agents of the Corporation, and define the duties and fix the compensation of directors, officers, employees and agents;

(j) Purchase and maintain insurance on behalf of any individual who:

(1) is or was a director, an officer, an employee, or an agent of the Corporation; or

(2) is or was serving at the request of the Corporation as a director, an officer, an employee, or an agent of another entity;

against any liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, an officer, an employee, or an agent, whether or not the Corporation would have power to indemnify the individual against the same liability under this article;

(k) To have, hold, exercise and enjoy in furtherance of the purposes set forth hereinabove and hereinbelow, all of the rights, powers, privileges and immunities granted, and not expressly denied, by the Act as now or hereafter amended and under the common law as may be necessary, convenient or expedient in order to accomplish the purposes set forth hereinabove and hereinbelow, but subject to any limitation or restriction imposed by the Act, by any other law, by these Articles of Incorporation, or by the Declaration; provided further, however, that if there is any conflict between the powers established in these Articles of Incorporation and the terms and provisions of the Declaration, the terms and provisions of the Declaration shall govern;

(l) To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects or the furtherance of any of the powers herein set forth, and to do every other act and thing incidental thereto or connected therewith, which is not forbidden by the laws of the State of Indiana, or by the provisions of these Articles of Incorporation or the Declaration;

(m) To do all acts and things necessary, convenient or expedient to carry out the purposes for which the Corporation is formed.

Section 3.3. Limitation of Activities. The Corporation shall not possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration to its members as such. This provision shall not prohibit fair and

reasonable compensation to Members for services actually rendered; nor shall it prohibit the Corporation from charging a fee for services rendered; nor shall it prohibit the Corporation from charging a fee for admission to any presentation it may make or other undertakings so long as any funds so raised do not inure to the profit of its Members.

ARTICLE IV

REGISTERED AGENT AND REGISTERED OFFICE

Section 4.1 Registered Agent and Registered Office. The name and street address of the Corporation's registered agent for service of process is Kirkpatrick Management Co., Inc., Agent
5501 E. 71st Street, Track #4 Indianapolis, Indiana 46220

The address of the Corporation's registered office for service of process is 5501 E. 71st Street Track #4 Indianapolis, Indiana 46220.

ARTICLE V

MEMBERSHIP

Section 5.1. Members. Every person or entity who owns one or more Lots, including contract sellers, shall automatically upon becoming an Owner of a Lot be and become a Member of the Corporation; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member.

Section 5.2. Rights, Preferences, Limitations and Restrictions of Classes. All Members shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other

Members. All Members shall abide by the Articles of Incorporation, the Code of By-Laws, the rules and regulations adopted by the Board of Directors, and all covenants, restrictions and other provisions contained in the Declaration.

Section 3.3. Classes of Members and Number of Votes. The Corporation shall have one class of membership, of which all Members shall be a part. Each Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Section 3.4. Voting Rights of Members. Each Member in good standing shall be entitled to voting rights as follows:

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Member shall be entitled to cast one (1) vote for each Lot owned on each matter coming before the meeting. The total number of votes for or against any matter shall then be divided either by the number of Lots then in Lockerbie Glove Company Town Homes, as shall have been finally platted from time to time to determine the respective proportions of members who support or oppose such matter, or by the number of Lots the Owners of which are present

or represented at such meeting to determine the respective proportions of Members present or represented at such meeting who support or oppose such matter.

(b) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

(c) PROXY. A Member may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Member shall duly designate his attorney-in-fact in writing, delivered to the Corporation prior to the commencement of the meeting.

(d) QUORUM. Except where otherwise expressly provided in the Declaration, these Articles, the By-Laws, or the Act, the presence of Members or their duly authorized representatives owning fifty-one percent (51%) of the total number of Lots shall constitute a quorum at all meetings. As used elsewhere in these Articles and in the Code of By-Laws, the term "Majority of the Members" shall mean, unless otherwise expressly indicated, more than fifty-one percent (51%) of the total number of Lots as determined by the applicable provisions set forth in the Declaration, and the term "Majority of the Votes" shall mean a majority of the Owners or votes present or represented at such meeting at which a quorum is present.

(e) Definition of "Owner". The term "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot. Persons or entities owning a single Lot as tenants in common, joint tenants, or tenants by the entireties shall be deemed one Owner.

Section 5.5. Rights, Preferences, Limitations and Restrictions of Members. Any Member who fails to comply with the requirements of these Articles, the Declaration, the By-Laws or the rules and regulations made pursuant thereto, including the payment of assessments, shall, if a majority of the Board of Directors by an affirmative vote at a Board of Directors' meeting so determines, during the time period of such failure, suspend his or its membership rights and interest to use the amenities and to vote on any matter coming before the Members. However, a Member may not be so suspended and a membership may not be suspended except under a procedure adopted by resolution of a majority of the Board of Directors that is fair, reasonable and carried out in good faith. Such a procedure shall fully comply with the Act, as amended.

Section 5.6. Meetings of Members. Meetings of Members may be held on the Real Estate or at any place inside Marion County, Indiana, which shall be designated by the Board of Directors of the Corporation, or as the By-Laws may designate.

ARTICLE VI
TERM OF EXISTENCE

The period during which the Corporation shall continue as a corporation is perpetual.

ARTICLE VII
DIRECTORS

Section 7.1. Number of Directors. The number of the Directors of this Corporation shall be not less than three (3) nor more than nine (9) as prescribed from time to time in the By-Laws of the Corporation; but in no event shall the minimum number of Directors be less than three (3). Whenever the By-Laws do not specify the exact number, the number of Directors shall be seven (7). The qualification of Directors and the election of Directors shall be as prescribed from time to time in the By-Laws of the Corporation.

Section 7.2. Election of Directors. The Board of Directors shall be elected by ballot at the annual meeting of the Members and each Director shall hold office for a term of three (3) years or until his or her successor shall have been elected and qualified.

Section 7.3. Vacancies in the Board of Directors. Any vacancy occurring on the Board of Directors caused by a death, resignation or otherwise, other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining members of the Board, unless specified

otherwise in the By-Laws. At the first annual meeting following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy.

Section 7.4. Removal of Directors. A Director or Directors, elected by the Owners or elected by the Directors to fill a vacancy, may be removed by the Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors elected by the Owners may be removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected by the Owners at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director or Directors.

Section 7.5. Director's Absence from Board Meetings.

Notwithstanding anything to the contrary herein or in the By-Laws, in the event any member of the Board of Directors of this Corporation shall be absent from three (3) consecutive regular meetings of the Board of Directors, or four (4) regular Board meetings in six (6) months, the Board may, in its discretion, by a vote of a majority of all other Directors, declare the office of such absent Director to be vacant.

**ARTICLE VIII
INCORPORATORS**

The incorporators of the Corporation are as specified in the original Articles of Incorporation of the Corporation.

**ARTICLE IX
STATEMENT OF PROPERTY**

All assets and liabilities, real, personal, and otherwise are in no way changed by these Amended and Restated Articles of Incorporation and they stand for and constitute all of the assets and liabilities of the Corporation.

**ARTICLE X
PROVISIONS FOR REGULATION OF BUSINESS
AND CONDUCT OF AFFAIRS OF THE CORPORATION**

Section 10.1. Powers Exercised by Board. Subject to any limitations or restrictions imposed by law, by these amended Articles of Incorporation or by the Declaration, the Board of Directors of the Corporation is hereby authorized to exercise, in furtherance of the purposes of the Corporation, all the powers of the Corporation without prior authorization or subsequent approval of the Members of the Corporation or of any other person or entities.

Section 10.2. Liability of Members. Neither the individual members of the Corporation nor their individual property shall be subject to any liability for any debts of the Corporation.

Section 10.3. Dissolution. The Corporation may be dissolved only with the written consent of all Members.

Section 10.4. Distribution of Property On the Voluntary or Involuntary Dissolution of the Corporation. Upon the voluntary or involuntary dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation by dedicating the same to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Section 10.5. Amendment of Articles of Incorporation. Amendment to the Articles of Incorporation shall require the consent of at least a Majority of the Members as defined in section 5.4(d) hereof.

Section 10.6. No Private Benefit. No money or property received or held by the Corporation shall ever inure, directly or indirectly, to the private benefit of any Member, Director or Officer of the Corporation or to any other person whomsoever except for reasonable compensation for services actually rendered to the Corporation.

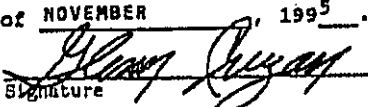
Section 10.7. Indemnification. The Board of Directors of this Corporation may, at its discretion, indemnify any or all directors, officers, employees, or agents or former directors, officers, employees or agents of the Corporation, as shall be

prescribed from time to time in the By-Laws of the Corporation. Whenever the By-Laws of the Corporation shall not specify any indemnification provisions for the benefit of such above-named persons, all such above-named persons shall have all rights of indemnification as are proscribed in the Act.

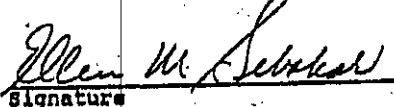
Section 10.2. Compensation of Employees. In order to carry out the purposes and activities of the Corporation, such individuals as are deemed necessary may be employed, and each such employee may be paid such compensation for services actually rendered in the course of such employment as may be fixed in the manner provided by the Board of Directors of the Corporation.

Section 10.3. By-Laws. The By-Laws of the Corporation may be amended as set forth in the By-Laws. Said By-Laws may contain other provisions consistent with the laws of the State of Indiana, for the regulation and management of the affairs of the Corporation.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Articles of Amended and Restated Articles of Incorporation and certify the truth of the facts herein stated, this 10TH day of NOVEMBER 1995.

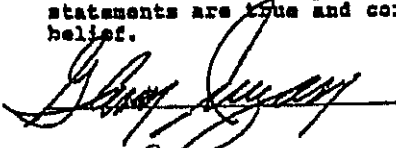

Signature

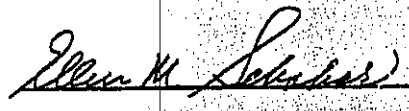
GLENN CRUZAN
Printed
PRESIDENT
Title


Signature

ELLEN M. SEBAHAR
Printed
SECRETARY
Title

I affirm under penalties for perjury that the above statements are true and correct to the best of my knowledge and belief.


Glenn Crahan


Ellen M. Sebahar

locktown.usi


State of Indiana

County of Marion

On November 10, 1995, Glenn Cruzan & Ellen Sebahar
personally appeared before me,

who is personally known to me
 whose identity I proved on the basis of _____
 whose identity I proved on the oath/affirmation of
_____, a credible witness

to be the signor of the attached instrument, and he/she acknowledged
that he/she signed it.



Jeffrey L. Price

Notary Public

My commission expires 9/20/96