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**DECLARATION OF CONDOMINIUM OWNERSHIP
OF RIDGEVIEW COMMONS
(A HORIZONTAL PROPERTY REGIME)**

FILED
MAY 05 2000
FRANKLIN TOWNSHIP
ASSESSOR

THIS DECLARATION, made this 4th day of MAY, 2000 by Community Development III, Inc., an Indiana Corporation, (the "Declarant")

RECITALS

- A. Declarant is the sole owner of fee simple title to the real estate, and such appurtenant easements and interests that benefit such real estate, located in Marion County, Indiana, as more particularly described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Real Estate")
- B. Declarant is the sole owner of fee simple title to that portion of the Real Estate more particularly described in Exhibit "B" attached hereto and incorporated herein (hereinafter referenced as "Tract 1"), which shall be the first phase of development of the expandable condominium project described herein. The legal description for "Tract 1" is included in the "Exhibit A" legal description.
- C. Declarant, by execution of this Declaration, desires to create a Horizontal Property Regime upon Tract 1, to be called "Ridgeview Commons", subject to the provisions of the Horizontal Property Law of the State of Indiana and the terms and conditions of this Declaration.

DECLARATION

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

- a) "Act" means the Horizontal Property Law of the State of Indiana Code 32-1-6-1, et seq., as amended. The Act is incorporated herein by reference.
- b) "Applicable Date" means the earliest of (a) 31st day of December, 2005 of this Declaration; or, (b) 120 days after eighty percent (80%) of the Condominium Units that may be developed on the Real Estate have been conveyed to purchasers, or © the date Declarant files of record in the Office of the Recorder of Marion County, Indiana, an instrument waiving and releasing its reserved rights as set forth in Paragraph 19 of this Declaration, to expand or further expand Ridgeview Commons.
- c) "Corporation" or "Association" means Ridgeview Commons Owners Association, Inc. an Indiana nonprofit corporation, being the association of Owners of Ridgeview Commons more particularly described in Paragraph 10 hereof.
- d) "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the "Association" above defined. The Articles are incorporated herein by reference.
- e) "Board of Directors" or "Board" means the governing body of the Association, being the initial Board of Directors referred to in the By-Laws or subsequent Board of Directors elected by the Owners in accordance with the By-Laws of the Association.

MARTHA A. WOMACKS
MARION COUNTY AUDITOR
323377 MAY -08
QUESTIONS FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

- f) "Building" means the single structure on the Tract in which six (6) Condominium Units are located. The Buildings are more particularly described and identified on the Plans and in paragraph 3 of this Declaration. "Building" also includes any additional structure containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by Supplemental Declaration as herein provided, and will be identified in Supplemental Declaration and on plans that will be filed therewith.
- g) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property, a true copy of which is attached to this Declaration and incorporated herein by reference.
- h) "Super Majority" means those Owners eligible to cast not less than sixty-seven percent (67%) in the aggregate of the Percentage Vote eligible to be cast by the Owners.
- i) "Common Areas" means the common areas and facilities defined in Paragraph 6 of this Declaration.
- j) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Common Areas (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws, and which at least addresses the following:
- the private drive plus the entry identification sign and entrance landscaping.
 - the island surfaces located within the private drive.
 - the perimeter fencing.
 - the common grounds
- k) "Condominium Unit" means each one of the living units constituting Ridgeview Commons, each individual living unit being more particularly described and identified on the Plans and in Paragraphs 4 and 5 of this Declaration, and each additional living unit that may be submitted and subjected to the Act and this Declaration by Supplemental Declarations as herein provided, together with the undivided interest in the Common Areas and Limited Common Areas appertaining to each such unit.
- l) "Ridgeview Commons" means the name by which the Property and Regime shall be known.
- m) "Declarant" means Community Development III Inc., an Indiana corporation, 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 Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.
- n) "Insurance Trustee" means such bank with trust powers authorized to do business in Marion County, Indiana as the Board of Directors may designate for the custody and disposition, as herein or in the By-Laws provided, of insurance proceeds and condemnation awards.
- o) "Limited Common Areas" means the limited common areas and facilities defined in Paragraph 7 of this Declaration.

- p) "Majority of Mortgagees" means those Mortgagees who held first mortgages on Condominium Units to which are allocated at least fifty-one percent (51%) of the Percentage Vote allocated to Mortgaged Units.
- q) "Majority of Owners" and Majority of the Percentage Vote" means the owners entitled to cast more than fifty percent (50%) of the Percentage Votes in accordance with the applicable percentages set forth in this Declaration.
- r) "Mortgaged Unit" means a Condominium Unit that is subject to the lien of a mortgage held, insured or guaranteed by a Mortgagee.
- s) "Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on a Condominium Unit who has requested notice in accordance with the provisions of the By-Laws.
- t) "Owner" means a Person who or which owns the fee simple title to a Condominium Unit.
- u) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Common Areas appertaining to each Condominium Unit as specifically expressed in Paragraph 8 of this Declaration.
- v) "Percentage Vote" means that percentage of the total vote accruing to all of the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof.
- w) "Person" means an individual, firm, corporation, partnership, association, trust, limited liability company, or other legal entity, or any combination thereof.
- x) "Plans" means the conceptual site plan (depicting the general plan of development, the property being subjected to the Act, and the areas into which expansion of the condominium development may be made), Exhibit "C" and the floor plans (showing the layout, elevation, location, unit numbers and dimensions of the initial Buildings and Condominium Units located on Tract 1), as prepared and certified by DUPPE SHARRER, a licensed professional engineer, under date of 4.26.00, copies of which are attached as Exhibit "D", as the same may be supplemented and amended to reflect the addition of Buildings and Condominium Units as contemplated by Paragraph 19.
- y) "Property" means Tract 1 described in paragraph B of the Recitals above and appurtenant easements, the Condominium Units, the Buildings, and all other improvements, and property of every kind and nature whatsoever, real or personal, located upon Tract 1 and used in connection with the operation, use and enjoyment of Ridgeview Commons, excluding the personal property of Owners.
- z) "Regime" means Ridgeview Commons, a horizontal property regime created by this Declaration pursuant to the Act.
- aa) "Restoration" means construction, reconstruction, building, or rebuilding of the Buildings, the Condominium Units, the Common Areas and the Limited Common Areas to not less than the same condition as they existed immediately prior to any loss, damage or destruction with the same type of architecture and using, where appropriate, new materials of like kind and quality.
- bb) "Supplemental Declaration" means any supplement or amendment to this Declaration that may be recorded by Declarant and that extends the provisions of this Declaration to any part of the Real Estate and contains such complementary or

supplementary provisions for such part of the Real Estate as are required or permitted by the Act or this Declaration.

- cc) "Tract" means the real estate described in Exhibit "B" and shall include such other portions of the Real Estate to be identified as Tract 2, Tract 3 and continuing successively, as have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or by a Supplemental Declaration as herein provided.
2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.
 3. Description of Buildings. There is 1 Building containing six (6) sequentially numbered Condominium Units on Tract 1 as of the date hereof, as shown on the site plan. The Condominium Units in the Building are identified on the site plan by a Unit Number (i.e. Unit #11).
 4. Legal Description. Each Condominium Unit is identified on the Plans by a Unit Number which identifies the Condominium Unit. The legal description for each Condominium Unit shall consist of the number for such Condominium Unit shown on the Plans, and shall be stated as "Condominium Unit (the identifying number) in the Ridgeview Commons Horizontal Property Regime"
 5. Description of Condominium Units
 - a) Appurtenances. Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including, without limitation, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Condominium Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Condominium Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the boundaries of such Condominium Unit. The interior sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, and all interior walls (except load-bearing walls) and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.
 - b) Boundaries. The boundaries of each Condominium Unit shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, roofs and perimeter walls of each Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in

accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit, but within the appropriate wall, floor or roof surfaces of the Condominium Unit shown on the plans

6. **Common Areas and Facilities.** "Common Areas" means

- a) The Tract, excluding the Condominium Units.
- b) The foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Buildings.
- c) The yards, gardens, sidewalks and parking areas, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Common Areas.
- d) Central electricity, gas, water, air conditioning and sanitary sewer mains serving the Buildings, if any.
- e) Exterior lighting fixtures and electrical service lighting the exterior of the buildings unless separately metered to a particular Condominium Unit.
- f) Pipes, ducts, electrical wiring and conduits and public utilities lines and private storm sewer line which serves more than one Condominium Unit.
- g) The street, that serves the Tract that is private and not dedicated.
- h) Floors, roofs and exterior perimeter walls of the Buildings, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Common Areas.
- i) All facilities and appurtenances located outside of the boundary lines of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Common Areas or as part of the Condominium Unit. Each Owner shall have a right of ingress and egress from such Owner's Condominium Unit which shall be perpetual and appurtenant to the Condominium Unit.

7. **Limited Common Areas and Facilities.** Limited Common Areas and those Condominium Units to which use thereof is limited are as follows:

- a) The hard surface driveway to the garage specifically serving a Condominium Unit plus a 10 foot area to the front and rear of the Condominium Units one-half of the primary Duplex Building (re-the front entrance and the patio are deemed extensions to the Primary Duplex building) shall be limited to the use of the Condominium Units of such Condominium Unit.
- b) Patios and porches and sidewalks, within the aforesaid ten (10) foot area together with an area, if any, specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways serving a particular Condominium Unit shall be limited to the exclusive use of the

Condominium Unit to which they are attached or appertain; provided, however, that any owner of a Condominium Unit desiring to fence in such area around his patio or porch so designated on the Plans shall first obtain the written approval as to the location, size, style, material, design, color and architecture of said fence from the Board of Managers and provide further that the Owner to whose Condominium Unit said fence is or is to be attached shall construct and maintain the fence and any gates therein and maintain the area enclosed by the fence all at his own expense and in colors at all times satisfactory to the Board of Managers.

- c) The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they appertain.
 - d) Any other areas designated and shown on the Plans as Limited Common Areas shall be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans.
8. **Ownership of Common Areas and Percentage Interest.** Each Owner shall have an undivided interest in the Common Areas and Limited Common Areas, as tenants in common with all other owners, equal to his Condominium Unit's Percentage Interest. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit is set forth in Paragraph 4 of this Declaration, and repeated herein as the Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, have been submitted and subjected to the Act and this Declaration as herein provided and which constitute Ridgeview Commons. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the common Areas and Limited Common Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and then only if in compliance with all requirements of the Act. The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Ridgeview Commons and the Association upon which the Co-owners are entitled to vote.
9. **Encroachments and easements for Common Areas.** If, by reason of the location, construction, Restoration, settling or shifting of a Building, any Common Area or Limited Common Area now encroaches or shall hereafter encroach upon any Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Common Area.

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

Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Condominium Unit and any Limited Common Area designated for use in connection therewith, and shall have the right to the horizontal and lateral support of his Condominium Unit. Such rights shall be appurtenant to and pass with the title to each Condominium Unit.

10. Association of Owners. Subject to the rights of Declarant reserved in paragraph 22 hereof, the maintenance, repair upkeep, replacement, administration, management and operation of the Property shall be by the Association. Each Owner shall, automatically upon becoming an Owner of a Condominium Unit, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such Person ceases to be an Owner, and will be transferred to the new Owner. An individual designated by an Owner that is not a natural Person shall be deemed a member of the Association for the purpose of qualifying for membership on the Board of Directors. The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property (exclusive of the Condominium Units except to the extent herein or in the By-Laws otherwise provided).
11. Maintenance, Repairs and Replacements. Each Owner shall, at his expense, be responsible for maintenance, repairs, decoration and replacement within his own Condominium Unit and Limited Common Areas reserved for his use and for electrical plumbing, HVAC, cable, and security alarm restricted to and specially serving the owners unit even if located in the common area as is provided in the By-Laws except for gutter cleaning which remains an Association responsibility. Each Owner shall repair any defect occurring in his Condominium Unit which, if not repaired, might adversely affect any Condominium Unit, Common Area shall be furnished by the Association as part of the Common Expenses, except as otherwise provided herein or in the By-Laws. The Board of Managers shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate. The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Condominium Unit for the purpose of inspection of the Common Areas and Limited Common Areas appurtenant thereto and replacement, repair and maintenance of such Common Areas and Limited Common Areas.
12. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to or which would affect the Common Areas or Limited Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration in or to his respective Condominium Unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Condominium Unit is located nor shall any Owner change the color of any of the Common Areas or Limited Common Areas without prior written approval of the Board of Directors. Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so altered. No such change shall increase the number of Condominium Units nor change the Percentage Interest applicable to such Condominium Unit. If Declarant shall make any changes in the Condominium Units so authorized, such changes shall be reflected by a supplement to the Plans executed by the Declarant and recorded in the Office of the Recorder of Marion County, Indiana. Such supplemental to the Plans need not be approved by the Corporation or any other Owners.
13. Insurance
 - A) Coverage. The Board of Directors on behalf of the Owners shall obtain, maintain and pay the premiums upon, as a Common Expense, and keep in full force and

effect at all times the following insurance coverage underwritten by companies duly authorized to do business in Indiana:

- a) Casualty or physical damage insurance in an amount equal to the full insurable replacement cost of all buildings and property owned by the Association with either a "guaranteed replacement cost" endorsement or a "replacement cost" endorsement and inflation guard" endorsements, and if the policy includes a co-insurance clause an "agreed amount", without deduction or allowance for depreciation (as determined annually by the Board with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:
 - i. loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for Common Expenses with respect to Condominium Units, during any period of repair or construction; and
 - ii. such other risks as are customarily covered by an "all risk" endorsement or "broad form" coverage with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery, explosion or damage, and such other insurance as the Board may from time to time determine.
- b) Comprehensive public liability insurance in such amounts as may be considered appropriate by the Board including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, and any and all other liability incident to the ownership and/or use of the Property or any portion thereof. Such coverage shall be for a least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under the insurance policy shall include, without limitation, legal liability of the operation, maintenance or use of the Common Areas and Limited Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association.
 - i. Such liability insurance shall contain no provisions relieving the insurer from liability for loss occurring while the hazard is increased, whether or not within the knowledge or control of the Board, or because of any breach of any warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them.
 - ii. Such liability insurance shall provide that such policy may not be canceled or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Board, the Insurance Trustee, all Owner's, all Mortgagees and every other person in interest who shall have requested such notice of the insurer.

- c) Workmen's compensation and employer's liability insurance in respect to employees of the Association in the amounts and in the form necessary to comply with any applicable law.
- d) Such other policies of insurance, including insurance for the other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

The provisions of this Section 13 shall not be construed to limit the power or authority of the Board to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association or the Board may deem appropriate from time to time.

- B) Definitions. As used in Section 13, the term "all buildings and improvements" means, without limitation, the Common Areas, Limited Common Areas, and the standard separation walls, fixtures, pipes, wires, conduits and installations installed in Condominium Units as of the date of the initial sale by Declarant, as shown on the Plans as amended from time to time, and replacements thereof, but does not mean any fixtures, alterations, installations or additions in or to a Condominium Unit made by an individual Owner of that Condominium Unit and not shown on the Plans.
- C) Form. Casualty insurance shall be carried in a form or forms naming as the insured the Association for the use and benefit of the Owners according to the loss or damage to their respective Condominium Units and Percentage Interest and payable in case of loss to the Insurance Trustee. Each such policy of insurance shall:
 - a. provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner.
 - b. contain no provisions relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them;
 - c. provide that such Policy may not be canceled or substantially modified (whether or not requested by the Board) except by the insurer giving a least thirty (30) days' prior written notice thereof to the Board, the Insurance Trustee, all Owners, all Mortgagees and every other Person in interest who shall have requested such notice of the insurer;
 - d. contain a waiver by the insurer of any right of subrogation to any right of the Board or Owners against any of them or any other Person under them;
 - e. provide that notwithstanding any provisions thereof giving the insurer an election to restore damage in lieu of cash settlement, such option shall not be exercisable in the event the owners do not elect to restore pursuant to Paragraph 14 of the Declaration;

- f. provide that the policy is primary in the event an Owner has other insurance covering the same loss.
 - g. contain a standard mortgagee clause which shall:
 - i. provide that any reference to a mortgagee in such policy shall mean and include any Mortgagee, whether or not named therein and, where applicable, name as Mortgagee Federal National Mortgage Association or Federal Home Loan Mortgage Corporation or their respective servicers, successors and assigns;
 - ii. provide that such insurance as to the interest to any Mortgagee shall not be invalidated by any act or neglect of the Board or any Owner, or any Persons under any of them;
 - iii. waive any provisions invalidating such mortgagee clauses by reason of failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay premium thereon, and any contribution clause;
 - iv. provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee; and Public liability and property damage insurance shall be carried in a form or forms naming as the insured the Board of Directors as trustee for each individual Owner, the Association, the Board of Directors, the Managing Agent, and any Person acting on behalf of the Association, and providing for payment of any proceeds therefrom to the insurance Trustee. The Board shall promptly upon effecting such insurance coverage, give written notice to each Owner thereof, a current certificate of such insurance, without prejudice to the right of an Owner to maintain additional public liability insurance for his Condominium Unit.
- D) Allocation of Insurance Proceeds. In the event of damage or destruction by fire or other cause to any part of the Property covered by insurance written in the name of the Board as trustee for Owners and their Mortgagees, the following provisions shall apply:
- a. Common Areas and Limited Common Areas. Proceeds on account of damage to Common Areas and Limited Common Areas shall be allocated among the Owners in accordance with their respective Percentage Interests
 - b. Condominium Units. Proceeds on account of damage to Condominium Units shall be allocated as follows:
 - i. If the Building in which the damaged Condominium Unit is located is to be restored, insurance proceeds shall be allocated to such Condominium Unit in the proportion that the cost of Restoration of such Condominium Unit bears to the cost of Restoration to all damaged Condominium Units, such cost to be determined by the Board. In determining such cost, the Board shall not take into consideration the

cost of repairing any items specifically excluded from insurance coverage pursuant to the provisions of Section 13B.

- ii. If the Building in which the damaged Condominium Unit is located is not to be rendered, insurance proceeds shall be allocated to such Condominium Unit in accordance with the agreed amount of the replacement cost of such Condominium Unit.
 - iii. In the event a mortgage endorsement has been issued with respect to a particular Condominium Unit, the amount of the insurance proceeds allocated to the Owner of such Condominium Unit shall be held in trust for the mortgagee and the Owner of such as their interests may appear, but no Mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be restored or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds except distributions thereof made to the Owner and Mortgagee pursuant to these provisions.
- E) Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Owners and their Mortgagees as their respective interests appear, in the following manner:
- a. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.
 - b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof pursuant to the provisions hereof. Any proceeds remaining after defraying such costs shall be retained by the Association and added to the reserve for replacements established pursuant to the Association and added to the reserve for replacements established pursuant to the By-laws except that, with respect to a Condominium Unit in which there was damage to items excluded from insurance coverage pursuant to Section 13B, the Owner of such Condominium Unit shall be entitled to receive out of such remaining proceeds his pro-rata share thereof determined according to his Percentage Interest.
 - c. Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with Section 21 of the Act.
 - d. Certificate. In making distributions to Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate issued by the Board as to the names of the Owners and their respective shares of the distribution, and, with respect to the names of Mortgagees, may rely upon a certificate from an attorney-at-law who, or a title insurance company which, has examined the Mortgage Records in the office of the Recorder of Marion County, Indiana, as to the names of the holders of mortgages of record.

- F) Association as Owner's Agent. The Association, acting by its Board of Directors, is hereby irrevocably appointed agent for each owner of any other interest in the Property to negotiate all claims arising under insurance policies purchased by the Board, and to execute and deliver releases upon the payment of claims.
- G) Individual Policies-Recommendation of Declarant. Any Owner or Mortgagee may obtain additional insurance (including a "condominium unit-owner's endorsement" for the acquired at the expense of the Lender) at his own expense. Such insurance shall provide that it shall be without contribution as against the insurance maintained by the Board. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 13C. If an insured loss is sustained on the Property and the amount of insurance proceeds that would otherwise be payable to the Insurance Trustee is reduced due to proration of insurance purchased pursuant to this Section, the Owner shall assign the proceeds of the permanently purchased insurance, to the extent of the amount of the reduction, to the Insurance Trustee to be distributed as provided in Section 13E. The Declarant recommends that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a policy insuring against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Owner.
- H) Certificates. The Board shall cause to be issued to each Owner, or Mortgagee, a certificate of insurance evidencing the insurance coverage maintained by the Association.

14. Casualty and Restoration.

- a. Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Corporation and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of two-thirds (2/3) of all Owners at a special meeting of the Corporation called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. If a special meeting is not called and held within such thirty (30) day period, or if the determination of whether or not there has been a complete destruction of all the Buildings has not been made within such thirty (30) day period, then it shall be conclusively presumed that the Owners determined that there was not a complete destruction of all of the Buildings, and the Corporation shall proceed with repair and reconstruction as herein provided. In the event of substantial damage to or destruction of any Condominium Unit or any part of the Common Areas, the affected Mortgagee or Mortgagees shall be given timely written notice of such damage or destruction and, notwithstanding any other provisions of the Declaration or By-Laws, the Property shall not be removed from the Act without the approval of fifty-one percent (51%) of the Mortgagees.
- b. 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, and if the Property is not to be removed from the Horizontal Property Regime, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of Condominium Units in proportion to the ratio that the damage to such condominium unit bears to the total damage of all Condominium Units. Any such amounts payable by the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein and in the Act.

- c. For the purposes of subparagraph (a) and (b) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Condominium Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.
- d. If, under subparagraph (a) above, it is determined by the Owners at the special meeting of the Corporation referred to therein that there has been a complete destruction of all the Buildings, the Owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the building shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of two-thirds (2/3) of all of the Owners a decision is made to rebuild, reconstruct and repair the Buildings. If two-thirds (2/3) of all of the Owners vote and decide that the Buildings are to be rebuilt, reconstructed and repaired, the insurance proceeds, if any, received by the Corporation shall be applied and any excess of construction costs over insurance proceeds, if any, shall be contributed and paid as hereinabove provided in subparagraphs (a) and (b).
- e. If, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3) of all of the Owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act under Section 28 of the Act and, in accordance with Section 21 of the Act:
 - (i) the property shall be deemed to be owned in common by the Owners;
 - (ii) the undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;
 - (iii) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Property; and
 - (iv) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one (1) fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property, after first paying out of the respective shares of the Owners, to the

extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Owner.

- f. 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, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.
- g. The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Directors from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:
- (i) If the amount of the estimated cost of reconstruction and repair is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, shall be disbursed in the manner hereinafter provided in the following paragraph (ii).
 - (ii) If the estimated cost of reconstruction and repair of the Building or other improvement is more than Fifty-Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.
 - (iii) Encroachments upon or in favor of Condominium Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exist provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.
 - (iv) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a

reserve or may be used in the maintenance and operation of the Common Areas, or, in the discretion of the Board of Directors it may be distributed to the Owners in the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

15. Condemnation. If at any time or times during the continuance of this Regime, all or a part of the Property shall be taken or condemned by any Person with the power of eminent domain or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall be applicable.
- a. Representation. The Association, or the Insurance Trustee, if so appointed by the Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisitions of the Common Areas, or part thereof, by the condemning authority. Each Owner hereby appoints the Association or its designee as attorney-in-fact for the purposes described in this subparagraph.
 - b. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Insurance Trustee as trustee for all Owners and their Mortgagees according to their respective interests therein.
 - c. Total Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of or in lieu of or in avoidance thereof, this Horizontal Property Regime shall terminate. The Condemnation Award shall be apportioned among the Owners in accordance with their respective Percentage Interests and paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Insurance Trustee and shall be further identified by the legal description of the Condominium Unit and the name of the Owner. From each separate account the Insurance Trustee shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to the payment of valid tax and special assessment liens on the Condominium Unit in favor of any governmental taxing or assessing authority, next to payment of any assessment made pursuant to this Declaration or the By-Laws, next to other holders of liens or encumbrances on the Condominium Unit in the order of priority of their liens, and the balance remaining, if any, to each respective Owner. The Insurance Trustee compensation in the event of a taking shall be conducted in a manner consistent with that detailed in Section 13E hereof.
 - d. Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, this Horizontal Property Regime shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Insurance Trustee shall, reasonably and in good faith, allocate the Condemnation Award among compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

- i. the total amount allocated to the taking of or injury to the Common Areas and Limited Common Areas shall be apportioned among the Owners in proportion to their respective Percentage Interests;
 - ii. the total amount allocated to the severance damages shall be apportioned to the Owners of those Condominium Units that were not taken or condemned;
 - iii. the respective amounts allocated to the taking of or injury to a particular Condominium Unit and/or improvements an Owner has made within his own Condominium Unit shall be apportioned to the Owner of the particular Condominium Unit involved; and
 - iv. the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Insurance Trustee determines to be equitable in the circumstances. If any allocations of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating, the Condemnation Award the Insurance Trustee shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by the Insurance Trustee by checks payable jointly to the respective Owners and their respective Mortgagees, provided that, with respect to an Owner whose Condominium Unit was taken or condemned, there shall first be deducted therefrom and paid or applied by the Insurance Trustee as appropriate such Owner's pro-rata share of the expenses of the Insurance Trustee, the amounts of any valid tax or special assessment lien in favor of any governmental taxing or assessing authority and any assessments made pursuant of this Declaration or the By-Laws.
- e) Reorganization. In the event a partial taking results in the taking of a complete Condominium Unit, the Owner thereof shall automatically cease to be an Owner and a member of the Association. Thereafter, the Board of Directors shall reallocate to the remaining Owners, pro-rata, the Percentage Interest and Percentage Vote of such Owner. Such reallocation shall be submitted by the Board of Directors to the Owners of the remaining Condominium Units for approval by a Super Majority thereof and appropriate amendment of this Declaration, but any such amendment to be effective must be approved by the Majority of Mortgagees.
- f) Restoration and Repair. Anything to the contrary in this Paragraph 11 notwithstanding, in the event that less than the entire Property is taken or-condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof and any Condominium Unit, Common Area or Limited Common Area may reasonably be stored or repaired, as determined by an independent licensed architect or engineer employed by the Board of Directors for making such determination or by the Majority of Mortgagees, the amount, if any, of the Condemnation Award allocable to the taking of or injury to the Common Areas and Limited Common Areas and to severance damages shall be applied to the cost of Restoration or repair of such Common Area and/or limited Common Area, and the amount, if any, allocable to the taking of or injury to a particular Condominium Unit that may be restored or repaired shall be applied to the cost of such restoration or repair. If any amount of the Condominium Award then remains, such amount shall be allocated and disbursed in accordance with the provisions of subparagraph (d) above. If the amount of the Condemnation Award is insufficient to cover the cost of any such Restoration or repair, the provisions of Section 14 shall apply.

- g) **Alternative Valuation in Event of Total Taking.** In the event the amount of the Condemnation Award is determined in negotiation, judicial decree or otherwise according to the value of individual Condominium Units as separately determined, the Condemnation Award shall be apportioned with respect to such Condominium Units according to the values so determined, and not in respect to the Percentage Interests of the Owners; but if the value of the Common Areas and/or Limited Common Areas is determined separately, the amount of the Condemnation Award attributable thereto shall be allocated among the Owners in accordance with their respective Percentage Interests.
16. **Covenants and Restrictions.** The covenants and restrictions applicable to the use and enjoyment of the Condominium Units, the Common Areas and Limited Common Areas are set forth in the By-Laws, including the limitation that each of the Condominium Units shall be limited to residential use. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or the Association. Present or future Owners and the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for and injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the By-Laws, including but not limited to any covenants and restrictions set forth in the By-Laws, Declarant shall have, until the date described in Paragraph 19 hereof as the date upon which Declarant's right to expand the Property and RIDGEVIEW COMMONS terminates, the right to use and maintain any Condominium Units owned by Declarant, such other portions of the Property (other than individual Condominium Units owned by persons other than Declarant) and any portions of the Real estate not then part of Tract 1, all of such number and size and at such locations as Declarant alone determines, as Declarant may deem advisable or necessary in its sole discretion to aid in the renovation and sale of Condominium Units, or to promote or effect sales of Condominium Units or for the conduct of any business or activity attendant thereto, including, without limitation, model Condominium 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 Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Property at any time.

17. **Amendment of Declaration.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- a) **Notice.** Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- b) **Resolution.** A resolution to adopt a proposed amendment may be presented by the Board of Directors or Owners having in the aggregate at least a majority of the Percentage Vote.
- c) **Meeting.** The resolution to adopt 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 by a vote of not less than seventy-five (75%) in the aggregate of the Percentage Vote. In the event

any Condominium 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 the provisions of the By-Laws.

- e) **Special Amendments.** No amendment to this Declaration shall be adopted which changes
- i. the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Owners and all Mortgagees whose mortgage interests have been made known to the Board of directors in accordance with the provisions of the By-Laws except for changes pursuant to paragraph 19 herein, or
 - ii. the provisions of paragraph 14 of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws or
 - iii. the provisions regarding the obligation of the Board of Directors to provide professional management for Ridgeview Commons or
 - iv. the provisions of paragraph 13 providing for no priority of an Owner or other person over a Mortgagee as to insurance or condemnation proceeds.
- f) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation shall include an affidavit stating that Owners representing seventy-five percent (75%) of the aggregate of Percentage Vote or such amount as required by this declaration have approved the amendment and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.
- g) **Amendment by Declarant Only.** Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other person at any time prior to the Applicable Date to amend or supplement this Declaration from time to time if
- i. Such amendment is necessary to conform this Declaration to the Act, as amended from time to time, or
 - ii. such amendment or supplement is made to implement expansion of the Property and Ridgeview Commons pursuant to Declarant's reserved rights to expand the same as set forth in paragraph 19 hereof, or
 - iii. such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which

- performs (or may in the future perform) functions similar to those currently performed by such entities or
- iv. such amendment is necessary to correct clerical or typographical errors or clarify Declarant's original intent or
 - v. such amendment is necessary to implement any changes in Ridgeview Commons permitted to be made by Declarant under this Declaration under this Declaration or
 - vi. such amendment is necessary to more equitably provide for assessments where Condominium Units have special features.
- h) **Special Requirements.** Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision under Indiana law or contained herein, the Corporation shall not, without the prior written notice to all Mortgagees and the prior written consent of at least two-thirds (2/3) of the Mortgagees (based upon one vote for each mortgage owned of the Condominium Units) and of the Owners (other than Declarant) be entitled to:
- i. by act or omission, seek to abandon or terminate the Horizontal Property Regime;
 - ii. change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit in the Common Areas;
 - iii. partition or subdivide any Condominium Unit;
 - iv. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause);
 - v. use hazard insurance proceeds for losses to any part of the Property (whether to Condominium Units or to Common Areas) for other than the repair, replacement or reconstruction of such Property, except as provided in paragraph 14 of this Declaration in case of substantial damage to the Condominium Units.

18. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended thereto, 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 Condominium Unit shall constitute an agreement that the provisions of this Declaration, the Act, the By-Laws and rules and regulations are 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 anytime any interest or estate in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed,

conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use enjoy or control a Condominium Unit or Condominium Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

19. Expandable Condominium and Declarant's Reserved Rights. Ridgeview Commons is and shall be an "expandable condominium," as defined in the Act and Declarant expressly reserves the right and option to expand the Property and Ridgeview Commons in accordance with the provisions of the Act and the following provisions:

- a) The real estate described and defined herein as the Tract (in paragraph B of the introductory recitals of this Declaration) is the real estate being subjected to the Ridgeview Commons Horizontal Property Regime by this Declaration and constitutes the first phase of the general plan of development of the Real Estate. The balance of the Real Estate is the area into which expansion of the "Ridgeview Commons" may be made by Declarant. The maximum number of Condominium Units which may be developed on the Real Estate, including Condominium Units on the Tract as defined in this original Declaration, shall be 22, in 3 buildings as depicted in the conceptual plan attached as Exhibit "E". Subject to said limit as to the maximum number of Condominium Units to be developed on the Real Estate at Ridgeview Commons may be expanded by Declarant to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding "Ridgeview Commons" to include other portions of the Real Estate and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before 7 years after the date of recordation of this Declaration. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Ridgeview Commons beyond the Tract (as defined and described in paragraph B of the introductory recitals this Declaration) or any other portions of the Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above.
- b) The Percentage Interest which will appertain to each Condominium Unit in Declarant in accordance with the terms hereof (including the Percentage Interest which appertains to each of the Condominium Units included in this original Declaration) shall be equal to the square footage of the Condominium Unit divided by the total square footage of all the Condominium Units which, from time to time, have been subjected and submitted to this Declaration and then constitute a part of "Ridgeview Commons".
- c) Simultaneously with the recording of amendments or supplements to this Declaration expanding "Ridgeview Commons", Declarant shall record new Plans as required by the Act. Such amendments or supplements to this Declaration shall include provisions reallocating Percentage Interests in the Common Areas on the same basis as the Condominium Units depicted in the prior Plans. Such reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating those changes has been recorded.

- d) When the amendment or supplement to the Declaration incorporating the addition of Condominium Units or expansion or Common Areas, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Areas described in the Declaration and shall attach to the reallocated Percentage Interests in the Common Areas as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interest appertaining to additional Condominium Units being added by the amendment or supplement to the Declaration are subject to mortgage liens upon the recordation of the amendment or supplement to the Declaration.
- e) In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant. As attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this paragraph 19. Each deed, mortgage or other instrument with respect to a Condominium Unit and acceptance thereof shall be deemed a grant and acknowledgement of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.
- f) Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such amendment or supplement to this Declaration that is recorded as follows:
- i. The portion of the Real Estate described in each such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration.
 - ii. The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.
 - iii. Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall, upon the recording of each amendment or supplement to this Declaration be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, Mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.
 - iv. A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Condominium Unit to so amend and reallocate the Percentage Interest in the Common Areas appurtenant to each Condominium Unit.

- v. The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas included in land to which Ridgeview Commons is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas as such amendments or supplements to this Declaration are recorded.
 - vi. Each Owner shall have a perpetual easement, appurtenant to his Condominium Unit for the use of any such additional Common Areas described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (also known as Limited Common Areas) of specific Condominium Units as may be provided in any such amendment or supplement to this Declaration.
 - vii. The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.
 - viii. Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each amendment or supplement to this Declaration and the Act, any changes in the respective percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.
 - ix. Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph 19 to comply with the Act as it may be amended from time to time.
- g) In the event Declarant elects to expand the Property and Ridgeview Commons Condominiums, all improvements constructed on that portion of the Real Estate added to Tract 1 (one or more of which may be referred to herein in the singular as the "Expansion Parcel") shall be consistent with the improvements then located on Tract 1 in terms of structure type and the quality of construction and all such improvements shall be substantially completed before the Expansion Parcel is added to Tract 1. No lien arising in connection with Declarant's ownership of, and construction of improvements on, any such Expansion Parcel shall adversely affect the rights of existing Owners or the priority of first mortgages on Condominium Units in the existing Property. All taxes and other assessment relating to the Expansion Parcel covering any period prior to the addition of the Expansion Parcel shall be paid by or otherwise satisfactorily provided for by Declarant.
20. **Granting and Amendment of Easements.** After the Applicable Date, the Board of Directors is granted the authority to grant such easements and to amend easements encumbering the Common Areas upon such terms and conditions and for such consideration as they deem appropriate.
21. **Reservation of Rights and Restrictions to the Use of the Common Areas; Easements and Encumbrances.**

(a) If, at any time, and from time to time, any portion of the Real Estate has not been subjected and submitted to this Declaration or to the Act by a Supplemental Declaration and such portion of the Real Estate and the Future Development Area not so subjected to this Declaration or to the Act is/are developed with single or multi-family dwelling units (whether for rent or otherwise), then the owner or owners of such portions of the Real Estate, including without limitation their families, tenants and guests, shall have the benefit of such portion of the Common Areas comprising the streets, driveways and other roads and utilities for the use of the Persons occupying such dwelling units upon the same terms and conditions as the owners of the Condominium Units, their families, tenants and guest. The owner or owners of such portions of the Real Estate shall then pay for the use of such facilities based on the cost of operation and maintenance of such facilities for the year of such usage and based on the number of dwelling units so entitled to use such facilities in the proportion that the number of dwelling units on the Real Estate bears to the sum of

- i. such number of dwelling units plus
- ii. the number of Condominium Units.

The owner or owners of such dwelling units shall make payments for the usage provided herein to the Association at the same time and in the same manner as the Owners of Condominium Units pay their assessment to the Association.

(b) Declarant shall have, and hereby reserves, an easement over, across, upon, along in, through and under the Common Areas, including, to the extent necessary, the Limited Common Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing utility and telecommunication equipment, facilities and installations to serve the Property and any portions of the Real Estate that are not part of the Property, to provide access to and ingress and egress to and from the Property, to make improvements to and within the Property and any such portions of the Real Estate that are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property.

22. Initial Management. As set forth in the By-Laws, the Initial Board of Directors consists and will consist of Persons selected by Declarant until the Applicable Date. The Board of Directors has entered, or may hereafter enter, into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term which will expire not later than the Applicable Date, under which 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 Association shall thereupon and therefore resume performance of all of its duties, obligations and functions. Notwithstanding anything to the contrary contained herein, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to and for its benefit (or to its affiliate, as appropriate), the exclusive right to manage the Property and to perform all the functions of the Association. The initial Board may extend the management agreement beyond the Applicable Date providing the contract includes a right of termination without cause that the Association can exercise at any time after the Applicable Date. Any professional management contract, including without limitation any such contract with the Declarant, shall not require the payment of any penalty or an advance notice of more than ninety (90) days as condition to the right of termination. Both the term and termination

provisions apply only to professional management contracts and not to any other types of service contracts.

23. **Assessments and Limitation on Declarant's Liability for Assessments.** Owners are obligated to contribute pro rata in the same percentages as their established Percentage Interest in Common Areas and Limited Common Areas set forth in Paragraph 8 of this Declaration to the usual and ordinary maintenance and replacement reserve fund to assure continuous and adequate maintenance of Ridgeview Commons as prescribed by the Act, and the assessment procedures and the method of collection and enforcement set forth under Article VI of the By-Laws attached to this Declaration. Provided, however, Declarant or its successors in interest, as an Owner, shall be excused from payment of assessments from the date this Declaration is recorded until the first day of the twenty-fourth (24th) calendar month following the month in which the closing of the sale of the first Condominium Unit occurs in the Buildings committed by this Declaration to the Regime; such provision shall also apply to assessments for Condominium Units owned by Declarant in Buildings committed by Supplemental Declarations. Provided, further, that if the annual expenses of the Owner's Association incurred under the assessment procedure exceed the amount assessed against the other Unit Owners (excluding the Declarant), then the Declarant or its successor shall pay the excess required during this twenty-four (24) month period on an annual basis. Prior to the Applicable Date, Declarant shall bear all expenses incurred with respect to Tract 1 arising out of construction or other activities on any portion of the Real Estate not included in Tract 1, including but not limited to road damage and clean-up of debris caused by construction traffic, connection to any utility lines or mains located on Tract 1 and damage to, or deterioration of, trees, fences or other portions of the Property due to construction off site or the state of areas under development.

24. **Sale or Lease of Condominium Units by Owners**

- (a) **Lease.** It is in the best interests of all the Owners that those persons residing in Ridgeview Commons have similar proprietary interests in their condominium Units and be Owners. For the purpose of maintaining the congenial and residential character of Ridgeview Commons, no Owner including the Declarant shall lease his Condominium Unit or enter into any other rental or letting arrangement for this Condominium Unit unless such lease is in writing and is for a term in excess of six (6) months. Any such lease shall be made explicitly subject to the terms of this Declaration and the By-Laws.
- (b) **Sale.** The Association shall have no right of first refusal to purchase any Condominium Unit which an Owner wishes to sell and an Owner may sell or lease his Condominium Unit free of any such restriction.
- (c) **Statement of Regular or Special Assessment.** No less than five (5) business days prior to the sale of any Condominium Unit by an Owner, other than the Declarant, such Owner must request the Board of Directors to issue a written statement of all assessed and unpaid Regular and Special Assessments due from such Owner in a form suitable for recording. The Board of Directors may, by an instrument in incumbency authorize one or more members of the Board, or the Treasurer of the Association, to sign such written statement. The recording of such written statement with a Unit Deed shall operate to discharge the Unit from any lien for any other Regular and Special Assessments unpaid as of the date of such statement.

25. **Right of Action.** Subject to the provisions of Paragraph 29, the Association and any aggrieved Owner (as further defined herein) shall have the right of action against any Owner or Owners for failure to comply with the provisions of the Declaration, By-Laws or any decision of the Association or its Board of Directors which are made pursuant to authority granted to the Association or its Board of Directors in such documents. Owners shall have a similar right against the Association. For purposes of this Declaration an "Aggrieved Owner" shall mean an Owner whose rights are affected or infringed by any such alleged failure to comply with the provisions of the Declaration, By-Laws or any decision of the Association or its Board of Directors in a manner different from the rights of all other Unit owners. Any Owner who alleges that he is an "Aggrieved Owner" shall first notify the Board of Directors of such Owner's aggrieved status and request a special meeting of the Board of Directors to be held within thirty (30) days of such request (or within five (5) days in an emergency situation) to establish to the Board and the Association that such Owner is "aggrieved" within the meaning hereof, prior to the commencement of any right of action commenced hereunder.
26. **Costs and Attorney's Fees.** In any proceeding arising because of failure of any Owner to make any payments required by this Declaration, the By-Laws or the Act, or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.
27. **Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Common Areas or by abandonment of his Condominium Unit.
28. **Severability Clause.** The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached By-Laws.
29. **Exculpation.** The instrument is executed and delivered on the express condition that everything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally but are made and intended for the purpose of binding only Tract 1; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or its Partners, Directors and Officers, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.
30. **Rules of Interpretation.** 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 the masculine, feminine and neuter genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

31. Floor Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of the Condominium Units and the Property are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File, as Instrument No. 2000-0069812.

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

Community Development III, Inc.

By: Mauri G. Young

Printed: Mauri G. Young

Its: President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared MAURI G. YOUNG, by me known and by me known to be the President of Community Development III Inc., who acknowledged the execution of the foregoing "Declaration of Horizontal Property Ownership" on behalf of said Corporation.

Witness my hand and Notarial Seal this 4th day of MAY, 2000

[Signature]
Notary Public
JOHN R. MARRIN

Printed Signature
My Commission Expires: 3-30-2007 My County of Residence: MARCOCK

This instrument prepared by Raymond Good, Esq. 144 N. Delaware Street. Indianapolis, Indiana

EXHIBIT "A"

DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION THREE (3), TOWNSHIP FOURTEEN (14) NORTH, RANGE FOUR (4) EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID QUARTER SECTION FOUR HUNDRED SEVENTY-ONE AND FORTY-SIX HUNDREDTHS (471.46) FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE EAST UPON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION THREE HUNDRED FORTY (340) FEET; THENCE SOUTH ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID QUARTER SECTION, SIX HUNDRED SIXTEEN AND THIRTY-FOUR HUNDREDTHS (616.34) FEET TO THE CENTER LINE OF THE SHELBYVILLE ROAD AS THE SAME IS NOW LOCATED AND ESTABLISHED, THENCE IN A NORTHWESTERLY DIRECTION UPON AND ALONG THE CENTER LINE OF SAID SHELBYVILLE ROAD THREE HUNDRED NINETY-SIX AND FIVE HUNDREDTHS (396.05) FEET; THENCE NORTH ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID QUARTER SECTION FOUR HUNDRED THIRTEEN AND THIRTY-TWO HUNDREDTHS (413.32) FEET TO THE PLACE OF BEGINNING, CONTAINING FOUR (4) ACRES, MORE OR LESS.

EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 4 EAST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

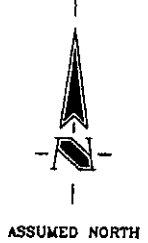
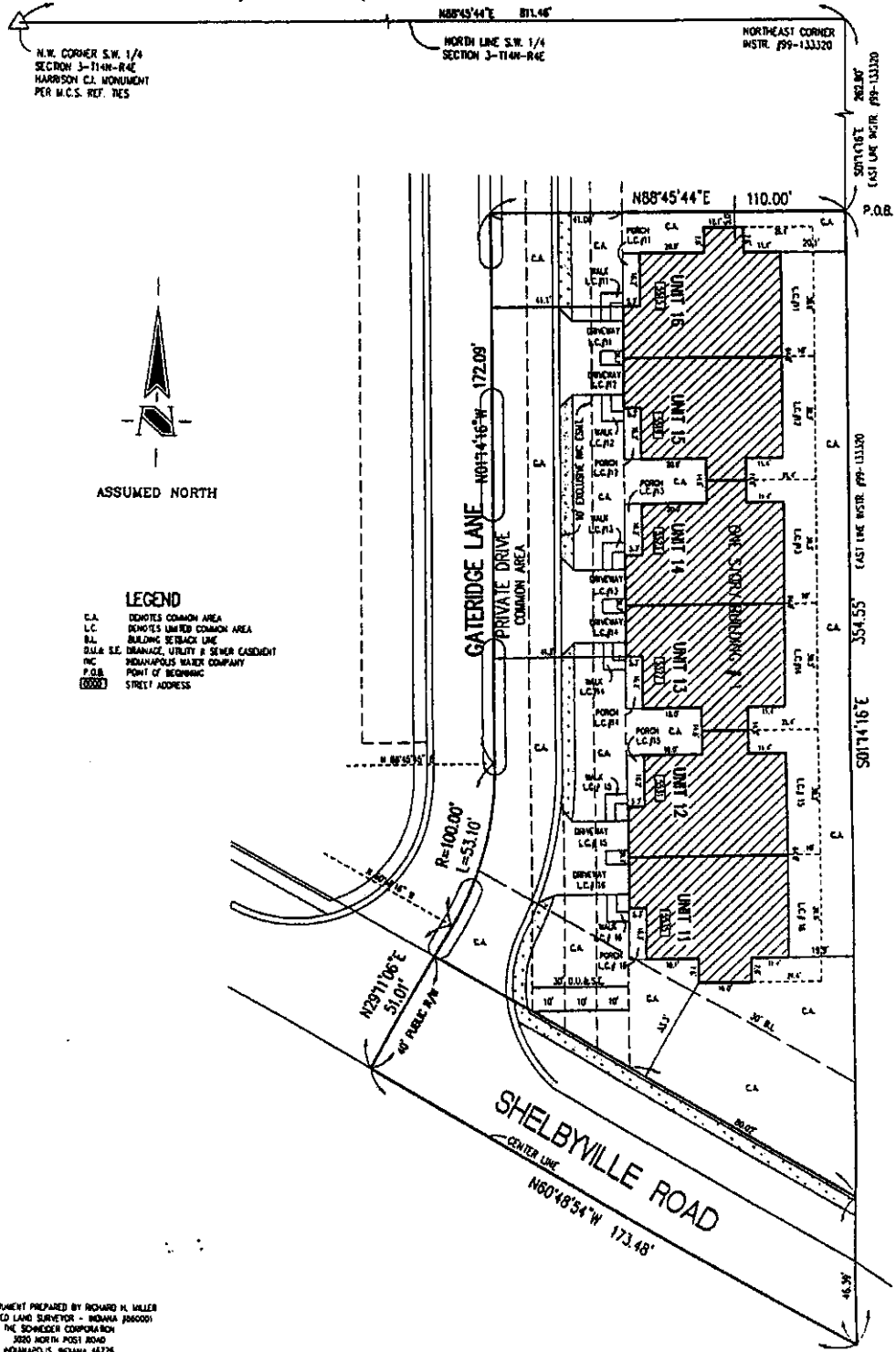
COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID 1/4 SECTION 471.46 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE 86.66 FEET TO THE BEGINNING POINT OF THIS DESCRIPTION; RUNNING THENCE SOUTH ALONG THE EXTENSION OF THE LAST DESCRIBED COURSE 321.70 FEET TO THE CENTER OF SHELBYVILLE ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER OF SAID ROAD 145.68 FEET; THENCE NORTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID 1/4 SECTION 404.30 FEET TO A POINT 86.66 FEET SOUTH OF THE NORTH LINE OF SAID 1/4 SECTION; THENCE WEST 120 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 1.00 ACRE, MORE OR LESS.

EXHIBIT "B"

Part of the Southwest Quarter of Section Three (3), Township Fourteen (14) North, Range Four (4) East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at Northwest Corner of said Quarter Section; thence North 88 degrees 45 minutes 44 seconds East (assumed bearing) along the north line thereof a distance of 811.46 feet to the northeast corner of land described in Instrument Number 99-133320 in the Office of the Recorder of Marion County, Indiana (the following three courses are along the east and south lines of said land); (1) thence South 01 degrees 14 minutes 16 seconds East a distance of 262.90 feet to the Point of Beginning; (2) thence continuing South 01 degrees 14 minutes 16 seconds East a distance of 354.55 feet to the center line of Shelbyville Road; (3) thence North 60 degrees 48 minutes 54 seconds West along said center line a distance of 173.48 feet; thence North 29 degrees 11 minutes 06 seconds East a distance of 51.01 feet to a curve to the left having a radius of 100.00 feet, the radius point of which bears North 60 degrees 48 minutes 16 seconds West; thence northeasterly along said curve an arc distance of 53.10 feet to a point which bears North 88 degrees 45 minutes 44 seconds East from said radius point; thence North 01 degrees 14 minutes 16 seconds West a distance of 172.09 feet; thence North 88 degrees 45 minutes 44 seconds East a distance of 110.00 feet Point of Beginning, containing 0.856 acres, more or less.

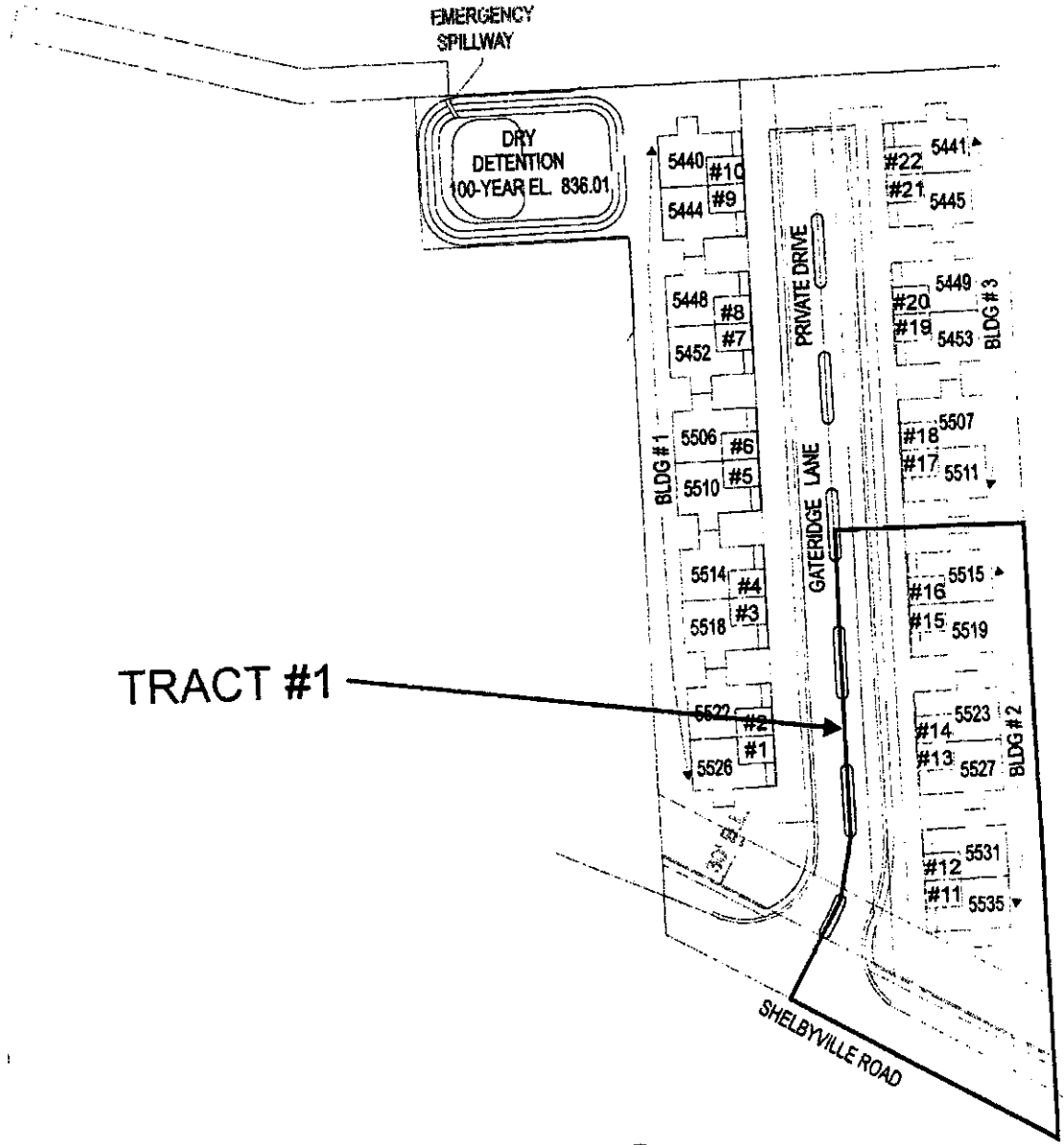
EXHIBIT "C"



- LEGEND**
- C.A. DENOTES COMMON AREA
 - L.C. DENOTES LIMITED COMMON AREA
 - B.L. BUILDING SETBACK LINE
 - D.U.A. SE. DRAINAGE, UTILITY & SEWER EASEMENT
 - M.C. INDIANAPOLIS MARIEX COMPANY
 - P.O.B. POINT OF BEGINNING
 - [Symbol] STREET ADDRESS

THIS INSTRUMENT PREPARED BY RICHARD H. MILLER
 REGISTERED LAND SURVEYOR - INDIANA #06001
 THE SCHWEDER CORPORATION
 3025 NORTH POST ROAD
 INDIANAPOLIS, INDIANA 46226
 TELEPHONE (317) 894-8282

EXHIBIT "E"



TRACT #1

Ridgeview Commons

5

MARTHA A. WOMACKS
333003 JUL 18 2009
FIRST SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
RIDGEVIEW COMMONS
(A HORIZONTAL PROPERTY REGIME TRACT 2A)

FILED
JUL 17 2009
FRANKLIN TOWNSHIP
ASSESSOR

THIS SUPPLEMENTAL DECLARATION is entered into by Community Development III, Inc. an Indiana Corporation ("Declarant) and title owner of Ridgeview Commons, Tract 2A.

DEPT. OF METROPOLITAN DEVELOPMENT
DATE 7-18-09
PER [Signature]
ADMINISTRATOR

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the fee simple title owner of Ridgeview Commons, Tract 2A located in Marion County, Indiana and more particularly respectively described and depicted in the attached Exhibit "Z", which is incorporated herein and made a part hereof.
- B. Declarant has heretofore executed a Declaration of Condominium Ownership of Ridgeview Commons which was recorded in the office of the Recorder of Marion County, Indiana, as Instrument No 2000-0069858, (the "Declaration"). Only Ridgeview Commons Tract 1 has been subjected to the Declaration. The Declaration provided that additional real estate could be subjected to the terms and conditions of the Declaration.
- C. Ridgeview Commons Tract 2A is part of the "Additional Realty" described in RECITAL A of the Declaration. Paragraph 19 of the Declaration provides that all or part of the "Additional Realty" may be annexed to and become a part of Ridgeview Commons and incorporated into the Declaration with the owners thereof becoming members of Ridgeview Commons Owners Association, Inc. in accordance with the provisions of paragraph 19 of the Declaration upon the filing of a Supplemental Declaration by Declarant and the Final Plans of this real estate being incorporated into Ridgeview Commons. All conditions relating to the annexation of the Exhibit "A" realty to make it subject to the Declaration have been met and Declarant by execution of this First Supplemental Declaration hereby incorporate Ridgeview Commons Tract 2A, into the Ridgeview Commons development and the Declaration.
- D. NOW THEREFORE, Declarant make this First Supplemental Declaration as follows:
 - 1. **Declaration.** Declarant hereby expressly declares that Ridgeview Commons, Tract 2A shall be held, conveyed and transferred in accordance with the provisions of the Declaration as if such had originally been included in the Declaration and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provision of the Declaration as such may be amended from time to time. Ridgeview Commons, Tract 2A, hereafter and for all purposes shall be included in the definition of Tract as defined in paragraph 1 (cc) of the Declaration.
 - 2. **Description of Ridgeview Commons, Tract 2A.** Consists of two Condominium Units numbered #1 plus #2 all as designated on the Final Plan for this Tract 2A of

Ridgeview Commons. The Legal description for each Condominium Unit in this Tract 2A shall be as follows: Condominium Unit # _____ in Ridgeview Commons, a Horizontal Property Regime in Marion County, Indiana, as declared in a Declaration of Condominium Ownership of Ridgeview Commons recorded as Instrument # 2000-0069858 with the Marion County Recorder.

Ridgeview Commons now consists of eight Condominiums Units.

3. **Easements.** Regardless of the method of development of any other part of the "Additional Realty" labeled Exhibit "A" in the Declaration and whether or not all or any part of the remaining "Additional Realty" becomes subject to the Declaration, Declarant reserves to itself, its successors and assigns, for the use and benefit of that part of the "Additional Realty" not becoming subject to the Declaration, the right and easement to enter upon the streets and common area of Tract 1 and Tract 2A of the Ridgeview Commons to provide ingress and egress to the "Additional Realty".

Declarant hereby grants to the owners in Ridgeview Commons Tract 2A, the right and easement to enter upon any streets and roadways that may exist in the remaining part of the "Additional Realty" to provide ingress and egress to this Tract 2A as may be necessary.

It is the purpose and intent of the easements herein and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract 2A and the "Additional Realty" no matter how developed, for the owners of the Tract 2A and the "Additional Realty", their guests, invitees and all public and quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collections, post office vehicles and privately owned delivery vehicles.

4. **Acceptance and Ratification.** All present and future owners, mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation and By-Laws Incorporated by reference into the Declaration, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations, as each may be amended and supplemented from time to time are accepted and ratified by each owner, tenant or occupant and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interests or estate in a Condominium Unit as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations or other legal entities that may occupy, use, enjoy, or control a Condominium Unit of any part of the Tract. 2A in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

5. **Final Plans for Tract 2A of Ridgeview Commons.** The Final Plan for Tract 2A of Ridgeview Commons is incorporated into the Declaration and this First Supplemental

Declaration by reference and will be filed in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned has caused this First Supplemental Declaration as of the date of execution hereof.

Community Development III, Inc.

By: Mauri G. Young
Mauri G. Young, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and state, personally appeared Mauri G. Young, President of Community Development III, Inc., who acknowledged the execution of the foregoing First Supplemental Declaration on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 14th day of JULY, 2000.

[Signature]
Notary Public
JOHN R. MAREN
Printed
County of Residence: HANCOCK

My Commission Expires:
3-30-2007

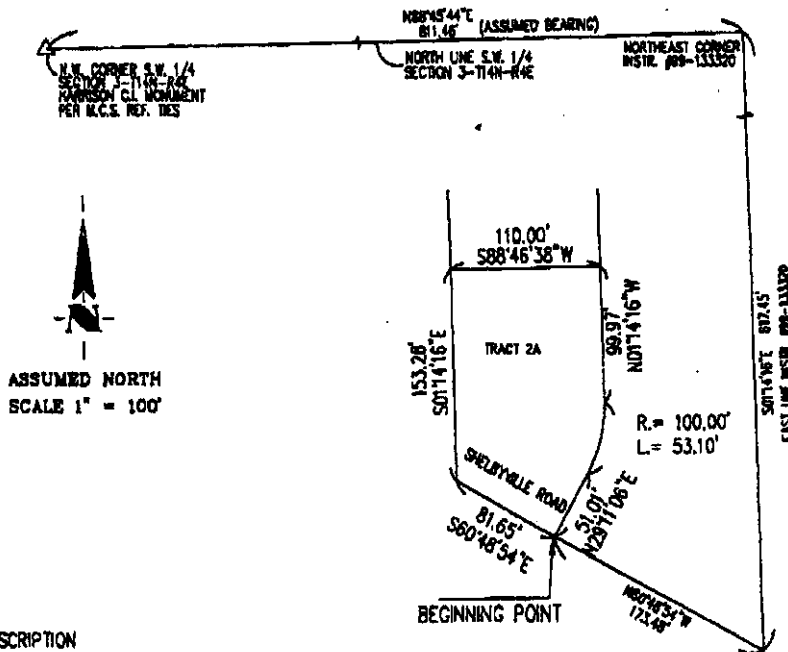
EXHIBIT "Z"



**THE
SCHNEIDER
CORPORATION**

3020 North Post Road
Indianapolis, Indiana
46226-4518
317-895-8282
317-895-8010 FAX
317-895-2803 RESIDENTIAL
SURVEYING FAX

Engineering
Surveying
Landscape Architecture
GIS • LIS
Geology



LAND DESCRIPTION

Ridgeview Commons Tract 2A

Part of the Southwest Quarter of Section Three (3), Township Fourteen (14) North, Range Four (4) East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows, to-wit:

Commencing at Northwest Corner of said Quarter Section; thence North 88 degrees 45 minutes 44 seconds East (assumed bearing) along the north line thereof a distance of 811.46 feet to the northeast corner of land described in Instrument Number 99-133320 in the Office of the Recorder of Marion County, Indiana (the following two courses are along the east and south lines of said land); (1) thence South 01 degrees 14 minutes 16 seconds East a distance of 617.45 feet to the center line of Shelbyville Road; (2) thence North 60 degrees 48 minutes 54 seconds West along said center line a distance of 173.48 feet to the BEGINNING POINT; thence North 29 degrees 11 minutes 06 seconds East a distance of 51.01 feet to a curve to the left having a radius of 100.00 feet, the radius point of which bears North 60 degrees 48 minutes 16 seconds West; thence northerly along said curve on arc distance of 53.10 feet to a point which bears North 88 degrees 45 minutes 44 seconds East from said radius point; thence North 01 degrees 14 minutes 16 seconds West a distance of 99.97 feet; thence South 88 degrees 46 minutes 38 seconds West a distance of 110.00 feet; thence South 01 degrees 14 minutes 16 seconds East a distance of 153.28 feet to the centerline of said Shelbyville Road; thence South 60 degrees 48 minutes 54 seconds East along the said centerline a distance of 81.65 feet to the Point of Beginning, containing 0.426 acres, more or less.

DESCRIPTION OF PERCENTAGE INTERESTS
OF CONDOMINIUM UNITS

The percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1	12.5%
2	12.5%
11	12.5%
12	12.5%
13	12.5%
14	12.5%
15	12.5%
16	12.5%

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MARTHA A. WOMACKS
MARION COUNTY AUDITOR

FILED
JAN 09 2001
FRANKLIN TOWNSHIP
ASSESSOR

355367 JAN - 00
SECOND SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
RIDGEVIEW COMMONS
DULY FILED FOR RECORDATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER (A HORIZONTAL PROPERTY REGIME TRACT 2B)

THIS SUPPLEMENTAL DECLARATION is entered into by Community Development III, Inc. an Indiana Corporation ("Declarant) and title owner of Ridgeview Commons, Tract 2B,

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the fee simple title owner of Ridgeview Commons, Tract 2B located in Marion County, Indiana and more particularly respectively described and depicted in the attached Exhibit "Z", which is incorporated herein and made a part hereof.
- B. Declarant has heretofore executed a Declaration of Condominium Ownership of Ridgeview Commons, which was recorded in the office of the Recorder of Marion County, Indiana, as Instrument No 2000-0069858 (the "Declaration). Ridgeview Commons Tract 1 and Tract 2A have been subjected to the Declaration. The Declaration provided that additional real estate could be subjected to the terms and conditions of the Declaration.
- C. Ridgeview Commons Tract 2B is part of the "Additional Realty" described in RECITAL A of the Declaration. Paragraph 19 of the Declaration provides that all or part of the "Additional Realty" may be annexed to and become a part of Ridgeview Commons and incorporated into the Declaration with the owners thereof becoming members of Ridgeview Commons Owners Association, Inc. in accordance with the provisions of paragraph 19 of the Declaration upon the filing of a Supplemental Declaration by Declarant and the Final Plans of this real estate being incorporated into Ridgeview Commons. All conditions relating to the annexation of the Exhibit "A" realty to make it subject to the Declaration have been met and Declarant by execution of this Second Supplemental Declaration hereby incorporates Ridgeview Commons Tract 2B, into the Ridgeview Commons development and the Declaration.
- D. NOW THEREFORE, Declarant make this First Supplemental Declaration as follows:

1. **Declaration.** Declarant hereby expressly declares that Ridgeview Commons, Tract 2B shall be held, conveyed and transferred in accordance with the provisions of the Declaration as if such had originally been included in the Declaration and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provision



01/09/01 06:15PM HANNA MARTIN MARION CTY RECORDER JAN 18.00 PAGES: 5

Inst # 2001-0004334

of the Declaration as such may be amended from time to time. Ridgeview Commons, Tract 2B, hereafter and for all purposes shall be included in the definition of Tract as defined in paragraph 1 (cc) of the Declaration.

2. **Description of Ridgeview Commons, Tract 2B.** Consists of two Condominium Units numbered #3 plus #4 all as designated on the Final Plan for this Tract 2B of Ridgeview Commons. The Legal description for each Condominium Unit in this Tract 2B shall be as follows: Condominium Unit # _____ in Ridgeview Commons, a Horizontal Property Regime in Marion County, Indiana, as declared in a Declaration of Condominium Ownership of Ridgeview Commons recorded as Instrument # 2000-0069858 with the Marion County Recorder.

Ridgeview Commons now consists of ten Condominiums Units.

3. **Easements.** Regardless of the method of development of any other part of the "Additional Realty" labeled Exhibit "A" in the Declaration and whether or not all or any part of the remaining "Additional Realty" becomes subject to the Declaration, Declarant reserves to itself, its successors and assigns, for the use and benefit of that part of the "Additional Realty" not becoming subject to the Declaration, the right and easement to enter upon the streets and common area of Tract 1, Tract 2A, and Tract 2B of the Ridgeview Commons to provide ingress and egress to the "Additional Realty".

Declarant hereby grants to the owners in Ridgeview Commons Tract 2B, the right and easement to enter upon any streets and roadways that may exist in the remaining part of the "Additional Realty" to provide ingress and egress to this Tract 2B as may be necessary.

It is the purpose and intent of the easements herein and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract 2B and the "Additional Realty" no matter how developed, for the owners of the Tract 2B and the "Additional Realty", their guests, invitees and all public and quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collections, post office vehicles and privately owned delivery vehicles.

4. **Acceptance and Ratification.** All present and future owners, mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation and By-Laws Incorporated by reference into the Declaration, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations, as each may be amended and supplemented from time to time are accepted and ratified by each owner, tenant or occupant and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interests or estate in a Condominium Unit as if such provisions were recited and stipulated at length in each and every

deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations or other legal entities that may occupy, use, enjoy, or control a Condominium Unit of any part of the Tract. 2B in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

5. **Final Plans for Tract 2B of Ridgeview Commons.** The Final Plan for Tract 2B of Ridgeview Commons is incorporated into the Declaration and this Second Supplemental Declaration by reference and will be filed in the Office of the Recorder of Marion County, Indiana

IN WITNESS WHEREOF, the undersigned has caused this Second Supplemental Declaration as of the Date of execution hereof.

Community Development III, Inc.

By: Mauri G. Young
Mauri G. Young, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Mauri G. Young, President of Community Development III, Inc., who acknowledged the execution of the foregoing Second Supplemental Declaration on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 9th day of JANUARY 2001.

[Signature]
Notary Public

JOHN R. MAREN
Printed

County of Residence: HANCOCK

My Commission Expires: 3.30.2007

RIDGEVIEW COMMONS
HORIZONTAL PROPERTY REGIME

EXHIBIT "C"

DESCRIPTION OF PERCENTAGE INTERESTS
OF CONDOMINIUM UNITS

Upon the recordation of Tract 2-B, the percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas shall be as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1	10 %
2	10 %
3	10 %
4	10 %
11	10 %
12	10 %
13	10 %
14	10 %
15	10 %
16	10 %

EXHIBIT "Z"

LAND DESCRIPTION

Part of the Southwest Quarter of Section Three (3), Township Fourteen (14) North, Range Four (4) East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at Northwest Corner of said Quarter Section; thence North 88 degrees 45 minutes 44 seconds East (assumed bearing) along the north line thereof a distance of 811.46 feet to the northeast corner of land described in Instrument Number 99-133320 in the Office of the Recorder of Marion County, Indiana (the following four courses are along the east, south and west lines of said land); (1) thence South 01 degrees 14 minutes 16 seconds East a distance of 617.45 feet to the center line of Shelbyville Road; (2) thence North 60 degrees 48 minutes 54 seconds West along said center line a distance of 255.13 feet; (3) thence North 01 degrees 14 minutes 16 seconds West a distance of 153.28 feet to the northwest corner of Ridgeway Commons, Tract 2A, the plot of which is recorded as Instrument Number 2000-0112083 in the Office of the Recorder of Marion County, Indiana, said corner being the BEGINNING POINT; (4) thence continuing North 01 degrees 14 minutes 16 seconds West a distance of 78.90 feet; thence North 88 degrees 46 minutes 38 seconds East a distance of 110.00 feet to the west line of Ridgeway Commons, Phase 1, the plot of which is recorded as Instrument Number 2000-0069812 in said Recorders Office; thence South 01 degrees 14 minutes 16 seconds East along the west line of said Phase 1 a distance of 78.90 feet to the northeast corner of said Tract 2A; thence South 88 degrees 46 minutes 38 seconds West along the north line thereof a distance of 110.00 feet to the Point of Beginning, containing 0.199 acres, more or less.

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FILED
JAN 09 2001
FRANKLIN TOWNSHIP
ASSESSOR

THIRD SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
RIDGEVIEW COMMONS
(A HORIZONTAL PROPERTY REGIME TRACT 2C)

THIS SUPPLEMENTAL DECLARATION is entered into by Community Development III, Inc. an Indiana Corporation ("Declarant) and title owner of Ridgeview Commons, Tract 2C,

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the fee simple title owner of Ridgeview Commons, Tract 2C located in Marion County, Indiana and more particularly respectively described and depicted in the attached Exhibit "Z", which is incorporated herein and made a part hereof.

B. Declarant has heretofore executed a Declaration of Condominium Ownership of Ridgeview Commons, which was recorded in the office of the Recorder of Marion County, Indiana, as Instrument No 2000-0069858 (the "Declaration). Ridgeview Commons Tract 1, Tract 2A, and Tract 2B have been subjected to the Declaration. The Declaration provided that additional real estate could be subjected to the terms and conditions of the Declaration.

C. Ridgeview Commons Tract 2C is part of the "Additional Realty" described in RECITAL A of the Declaration. Paragraph 19 of the Declaration provides that all or part of the "Additional Realty" may be annexed to and become a part of Ridgeview Commons and incorporated into the Declaration with the owners thereof becoming members of Ridgeview Commons Owners Association, Inc. in accordance with the provisions of paragraph 19 of the Declaration upon the filing of a Supplemental Declaration by Declarant and the Final Plans of this real estate being incorporated into Ridgeview Commons. All conditions relating to the annexation of the Exhibit "A" realty to make it subject to the Declaration have been met and Declarant by execution of this Third Supplemental Declaration hereby incorporates Ridgeview Commons Tract 2C, into the Ridgeview Commons development and the Declaration.

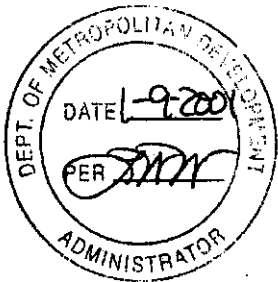
D. NOW THEREFORE, Declarant make this First Supplemental Declaration as follows:

1. **Declaration.** Declarant hereby expressly declares that Ridgeview Commons, Tract 2C shall be held, conveyed and transferred in accordance with the provisions of the Declaration as if such had originally been included in the Declaration and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provision

MARTHA A. WOMACKS
MARION COUNTY AUDITOR

355369 JAN -9 01

FILED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER



01/09/01 04:15PM NAMB MARTIN MARION CTY RECORDER JAN 18.00 PAGES: 5

Inst # 2001-0004335

of the Declaration as such may be amended from time to time. Ridgeview Commons, Tract 2C, hereafter and for all purposes shall be included in the definition of Tract as defined in paragraph 1 (cc) of the Declaration.

2. **Description of Ridgeview Commons, Tract 2C.** Consists of two Condominium Units numbered #5 plus #6 all as designated on the Final Plan for this Tract 2C of Ridgeview Commons. The Legal description for each Condominium Unit in this Tract 2C shall be as follows: Condominium Unit # _____ in Ridgeview Commons, a Horizontal Property Regime in Marion County, Indiana, as declared in a Declaration of Condominium Ownership of Ridgeview Commons recorded as Instrument # 2000-0069858 with the Marion County Recorder.

Ridgeview Commons now consists of twelve Condominiums Units.

3. **Easements.** Regardless of the method of development of any other part of the "Additional Realty" labeled Exhibit "A" in the Declaration and whether or not all or any part of the remaining "Additional Realty" becomes subject to the Declaration, Declarant reserves to itself, its successors and assigns, for the use and benefit of that part of the "Additional Realty" not becoming subject to the Declaration, the right and easement to enter upon the streets and common area of Tract 1, Tract 2A, Tract 2B, and Tract 2C of the Ridgeview Commons to provide ingress and egress to the "Additional Realty".

Declarant hereby grants to the owners in Ridgeview Commons Tract 2C, the right and easement to enter upon any streets and roadways that may exist in the remaining part of the "Additional Realty" to provide ingress and egress to this Tract 2C as may be necessary.

It is the purpose and intent of the easements herein and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract 2C and the "Additional Realty" no matter how developed, for the owners of the Tract 2C and the "Additional Realty", their guests, invitees and all public and quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collections, post office vehicles and privately owned delivery vehicles.

4. **Acceptance and Ratification.** All present and future owners, mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation and By-Laws Incorporated by reference into the Declaration, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations, as each may be amended and supplemented from time to time are accepted and ratified by each owner, tenant or occupant and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interests or estate in a Condominium Unit as if such provisions were recited and stipulated at length in each and every

deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations or other legal entities that may occupy, use, enjoy, or control a Condominium Unit of any part of the Tract. 2C in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

5. Final Plans for Tract 2C of Ridgeview Commons. The Final Plan for Tract 2C of Ridgeview Commons is incorporated into the Declaration and this Third Supplemental Declaration by reference and will be filed in the Office of the Recorder of Marion County, Indiana

IN WITNESS WHEREOF, the undersigned has caused this Third Supplemental Declaration as of the Date of execution hereof.

Community Development III, Inc.

By: Mauri G. Young
Mauri G. Young, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Mauri G. Young, President of Community Development III, Inc., who acknowledged the execution of the foregoing Third Supplemental Declaration on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 9th day of JANUARY 2007.

[Signature]
Notary Public

JOHN R. MAREN
Printed

County of Residence: HANCOCK

My Commission Expires: 3.30.2007

RIDGEVIEW COMMONS
HORIZONTAL PROPERTY REGIME

EXHIBIT "C"

DESCRIPTION OF PERCENTAGE INTERESTS
OF CONDOMINIUM UNITS

Upon the recordation of Tract 2-C, the percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas shall be as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1	8.33 %
2	8.33 %
3	8.33 %
4	8.33 %
5	8.33%
6	8.33%
11	8.33 %
12	8.33 %
13	8.33 %
14	8.33 %
15	8.33 %
16	8.33 %

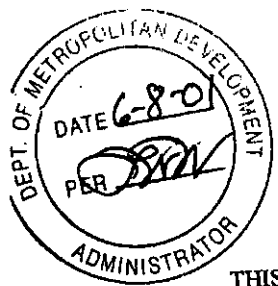
EXHIBIT "Z"

LAND DESCRIPTION

Part of the Southwest Quarter of Section Three (3), Township Fourteen (14) North, Range Four (4) East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at Northwest Corner of said Quarter Section; thence North 88 degrees 45 minutes 44 seconds East (assumed bearing) along the north line thereof a distance of 811.46 feet to the northeast corner of land described in Instrument Number 99-133320 in the Office of the Recorder of Marion County, Indiana (the following four courses are along the east, south and west lines of said land); (1) thence South 01 degrees 14 minutes 16 seconds East a distance of 617.45 feet to the center line of Shelbyville Road; (2) thence North 60 degrees 48 minutes 54 seconds West along said center line a distance of 255.13 feet; (3) thence North 01 degrees 14 minutes 16 seconds West a distance of 232.18 feet to the northwest corner of Ridgeview Commons, Tract 2B, the plot of which is recorded as Instrument Number _____ in the Office of the Recorder of Marion County, Indiana, said corner being the BEGINNING POINT; (4) thence continuing North 01 degrees 14 minutes 16 seconds West a distance of 78.70 feet; thence North 88 degrees 46 minutes 38 seconds East a distance of 110.00 feet; thence South 01 degrees 14 minutes 16 seconds East a distance of 78.70 feet to the northeast corner of said Tract 2B; thence South 88 degrees 46 minutes 38 seconds West along the north line thereof a distance of 110.00 feet to the Point of Beginning, containing 0.199 acres, more or less.

(4)



MARTHA A. WDMACKS
MARION COUNTY RECORDER
374380 JUN-8 01
SUBJECT TO ORIGINAL OBLIGATION
FOR TRANSFER

FOURTH SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS OF
RIDGEVIEW COMMONS
(A HORIZONTAL PROPERTY REGIME TRACT 2D)

THIS SUPPLEMENTAL DECLARATION is entered into by Community Development III, Inc. an Indiana Corporation ("Declarant) and title owner of Ridgeview Commons, Tract 2D,

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the fee simple title owner of Ridgeview Commons, Tract 2D located in Marion County, Indiana and more particularly respectively described and depicted in the attached Exhibit "Z", which is incorporated herein and made a part hereof.
- B. Declarant has heretofore executed a Declaration of Condominium Ownership of Ridgeview Commons, which was recorded in the office of the Recorder of Marion County, Indiana, as Instrument No 2000-0069858 (the "Declaration"). Ridgeview Commons Tract 1, Tract 2A, Tract 2B and Tract 2C have been subjected to the Declaration. The Declaration provided that additional real estate could be subjected to the terms and conditions of the Declaration.
- C. Ridgeview Commons Tract 2D is part of the "Additional Realty" described in RECITAL A of the Declaration. Paragraph 19 of the Declaration provides that all or part of the "Additional Realty" may be annexed to and become a part of Ridgeview Commons and incorporated into the Declaration with the owners thereof becoming members of Ridgeview Commons Owners Association, Inc. in accordance with the provisions of paragraph 19 of the Declaration upon the filing of a Supplemental Declaration by Declarant and the Final Plans of this real estate being incorporated into Ridgeview Commons. All conditions relating to the annexation of the Exhibit "A" realty to make it subject to the Declaration have been met and Declarant by execution of this Fourth Supplemental Declaration hereby incorporates Ridgeview Commons Tract 2D, into the Ridgeview Commons development and the Declaration.
- D. NOW THEREFORE, Declarant make this Fourth Supplemental Declaration as follows:
 - 1. Declaration. Declarant hereby expressly declares that Ridgeview Commons, Tract 2D shall be held, conveyed and transferred in accordance with the provisions of the Declaration as if such had originally been included in the Declaration and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provision

FILED
JUN 08 2001
FRANKLIN TOWNSHIP
ASSESSOR

06/08/01 02:59PM WANDA MARTIN MARION CTY RECORDER JHM 16.00 PAGES: 4
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of the Declaration as such may be amended from time to time. Ridgeview Commons, Tract 2D, hereafter and for all purposes shall be included in the definition of Tract as defined in paragraph 1 (cc) of the Declaration.

2. **Description of Ridgeview Commons, Tract 2D.** Consists of four Condominium Units numbered #7 plus #8 plus #9 plus # 10 all as designated on the Final Plan for this Tract 2D of Ridgeview Commons. The Legal description for each Condominium Unit in this Tract 2D shall be as follows: Condominium Unit # _____ in Ridgeview Commons, a Horizontal Property Regime in Marion County, Indiana, as declared in a Declaration of Condominium Ownership of Ridgeview Commons recorded as Instrument # 2000-0069858 with the Marion County Recorder.

Ridgeview Commons now consists of sixteen Condominiums Units.

3. **Easements.** Regardless of the method of development of any other part of the "Additional Realty" labeled Exhibit "A" in the Declaration and whether or not all or any part of the remaining "Additional Realty" becomes subject to the Declaration, Declarant reserves to itself, its successors and assigns, for the use and benefit of that part of the "Additional Realty" not becoming subject to the Declaration, the right and easement to enter upon the streets and common area of Tract 1, Tract 2A, Tract 2B, Tract 2C and Tract 2D of the Ridgeview Commons to provide ingress and egress to the "Additional Realty".

Declarant hereby grants to the owners in Ridgeview Commons Tract 2D, the right and easement to enter upon any streets and roadways that may exists in the remaining part of the "Additional Realty" to provide ingress and egress to this Tract 2D as may be necessary.

It is the purpose and intent of the easements herein and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract 2D and the "Additional Realty" no matter how developed, for the owners of the Tract 2D and the "Additional Realty", their guests, invitees and all public and quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collections, post office vehicles and privately owned delivery vehicles.

4. **Acceptance and Ratification.** All present and future owners, mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of the Declaration, Articles of Incorporation and By-Laws Incorporated by reference into the Declaration, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, the By-Laws and rules and regulations, as each may be amended and supplemented from time to time are accepted and ratified by each owner, tenant or occupant and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interests or estate in a Condominium

Unit as if such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations or other legal entities that may occupy, use, enjoy, or control a Condominium Unit of any part of the Tract. 2D in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

5. Final Plans for Tract 2D of Ridgeview Commons. The Final Plan for Tract 2D of Ridgeview Commons is incorporated into the Declaration and this Fourth Supplemental Declaration by reference and will be filed in the Office of the Recorder of Marion County, Indiana

IN WITNESS WHEREOF, the undersigned has caused this Third Supplemental Declaration as of the Date of execution hereof.

Community Development III, Inc.

By: Mauri G. Young
Mauri G. Young, Resident

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Mauri G. Young, President of Community Development III, Inc., who acknowledged the execution of the foregoing Third Supplemental Declaration on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 7th day of JUNE 2007.

[Signature]
Notary Public

JOHN R. MAREN

Printed

County of Residence: HANCOCK

My Commission Expires: 3.30.2007

RIDGEVIEW COMMONS
HORIZONTAL PROPERTY REGIME

EXHIBIT "C"

DESCRIPTION OF PERCENTAGE INTERESTS
OF CONDOMINIUM UNITS

Upon the recordation of Tract 2-D, the percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas shall be as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1	6.25%
2	6.25%
3	6.25%
4	6.25%
5	6.25%
6	6.25%
7	6.25%
8	6.25%
9	6.25%
10	6.25%
11	6.25%
12	6.25%
13	6.25%
14	6.25%
15	6.25%
16	6.25%

③

1ST AMENDMENT OF DECLARATION OF CONDOMINIUM
OWNERSHIP OF RIDGEVIEW COMMONS
(A HORIZONTAL PROPERTY REGIME)

This 1st Amendment is made this 27th day of September, 2001, to the "Declaration" aforesaid recorded as Instrument Number 2000-0069858 in the Office of the Recorder of Marion County, Indiana, and hereafter recorded by virtue of the authority of Article 17(g) (entitled amendment of Declaration) which grants the Declarant Community Development III, Inc. the authority prior to the Applicable Date (as defined in Article 1(b) of the Declaration) the sole right to make amendments to the Declaration under several circumstances which apply for the Amendments hereinafter detailed. The Declarant certifies by signature hereon that the Applicable Date has not yet occurred.

RECITAL

WHEREAS, Article 13 of the Declaration (entitled Insurance) and Article 14 (entitled Casualty and Restoration) may convey the impression of insurance coverage that is not readily available to the full extent of the language of Article 13 as written but which may, in part or in total, be covered by risk insurance available to owners individually the Declarant adds the following language immediately after the title "13 Insurance" with the heading "Preface" to put all members of the Association on notice of potential gaps in risk insurance coverage that a owner may choose to address.

NOW THEREFORE, Article 13 and Article 14 of the Declaration is amended as follows:

- (1) The aforesaid Recitals are incorporated herein as if set out in full.
- (2) Article 13 of the Declaration is expanded to include the following immediately after the title "Article 13 Insurance".

PREFACE

**NOTWITHSTANDING ANYTHING TO THE CONTRARY
IN THIS ARTICLE (INSURANCE) THE ASSOCIATION**

10/04/01 03:42PM WANDA MARTIN MARION CITY RECORDER DJS 14.00 PAGES: 3
Inst # 2001-0177617

WILL SEEK TO OBTAIN THE COVERAGES INDICATED SUBJECT HOWEVER TO THE LIMITATION OF WHAT'S AVAILABLE FROM INSURANCE CARRIERS FOR THE RIDGEVIEW COMMONS TYPE PROJECT (I.E. CONSIDERATION AS COMMERCIAL VERSUS RESIDENTIAL POLICIES) COUPLED WITH EXCEPTIONS AND EXCLUSIONS OF COVERAGE.

THE ASSOCIATION WILL SUPPLY OWNERS WITH A SUMMARY FROM THE ASSOCIATION'S INSURANCE AGENT WHICH WE URGE OWNERS TO SHARE AND CHALLENGE THEIR OWN INSURANCE AGENT FOR RECOMMENDATIONS OF ADDITIONAL COVERAGE FOR DIRECT PURCHASE BY OWNERS.

IN WITNESS WHEREOF, the undersigned has caused this 1st Amendment to the "Declaration" to be executed the day and year first above written.

Community Development, III, Inc.

By: Mauri G. Young
Mauri G. Young, President

(Declarant)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mauri G. Young, the President of Community Development III, Inc. (Declarant), an Indiana Corporation who acknowledged execution of the foregoing 1st Amendment to the ("Declaration") for and on behalf of said Declarant, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 27th day of September, 2001.

My Commission Expires:
8-3-08

Susan C. Atchley
Notary Public

County of Residence:
MARION

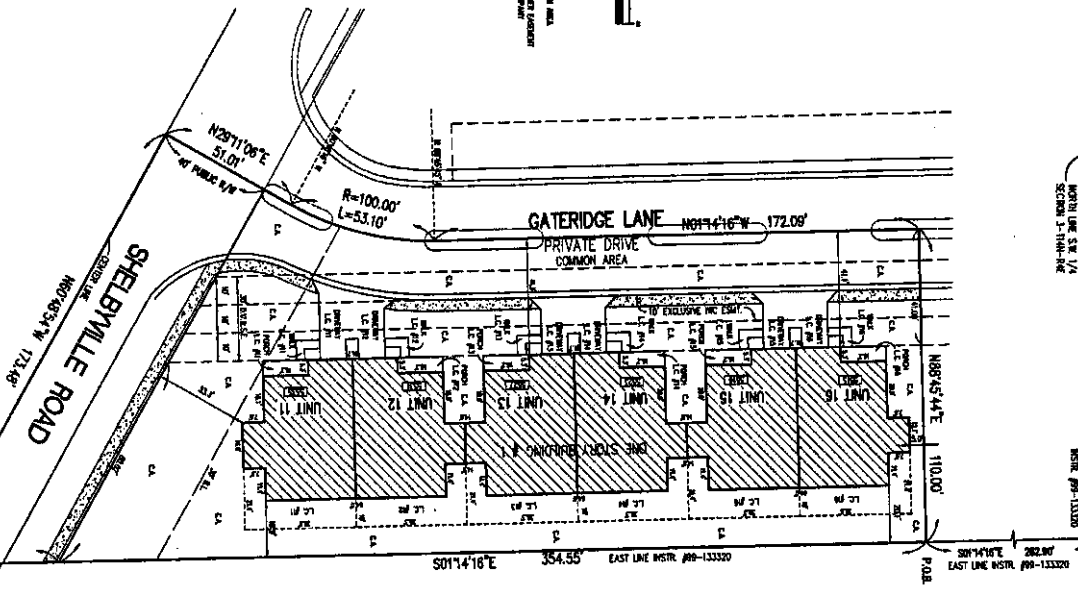
SUSAN C. ATCHLEY
Printed

This Instrument Prepared by: Raymond Good, #7201-49, Locke Reynolds, LLP, 201 North Illinois Street, Suite 1000, P.O. Box 44961, Indianapolis, Indiana 46244-0961; (317) 237-3637.
503867_1

323376 HW-5-B
 N.M. CORNER S.E. 1/4 SECTION 3-11th-9th WASHINGTON CO. IOWA
 PROJECT NO. 123

LEGEND
 CA BORDER COMMON AREA
 LA EXISTING LINED COMMON AREA
 EA EXISTING UNLINED COMMON AREA
 PA EXISTING PAVED COMMON AREA
 MA EXISTING MAINTENANCE COMMON AREA
 SA EXISTING SURFACE COMMON AREA
 TA EXISTING TRAIL COMMON AREA
 VA EXISTING VEGETATION COMMON AREA
 WA EXISTING WATER COMMON AREA
 XA EXISTING AIR COMMON AREA
 YA EXISTING YARD COMMON AREA
 ZA EXISTING ZONE COMMON AREA

ASSUMED NORTH
 SCALE 1" = 20'



RIDGEVIEW COMMONS - PHASE 1

HORIZONTAL PROPERTY REGIME

LAND DESCRIPTION
 Part of the Section 34 of Township 10N, Range 10W, County of Washington, Iowa (the "Land") as shown on the plat of the Survey of the Section 34 of Township 10N, Range 10W, County of Washington, Iowa, recorded in the Public Records of Washington County, Iowa, Book 11, Page 111, and as shown on the plat of the Survey of the Section 34 of Township 10N, Range 10W, County of Washington, Iowa, recorded in the Public Records of Washington County, Iowa, Book 11, Page 111, and as shown on the plat of the Survey of the Section 34 of Township 10N, Range 10W, County of Washington, Iowa, recorded in the Public Records of Washington County, Iowa, Book 11, Page 111.

PROPERTY DESCRIPTION
 The horizontal property regime created by this Declaration is a regime of horizontal property regime created by this Declaration. The horizontal property regime created by this Declaration is a regime of horizontal property regime created by this Declaration. The horizontal property regime created by this Declaration is a regime of horizontal property regime created by this Declaration.

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The Schneider Corporation
 2000 North 1st Street
 Des Moines, Iowa 50319
 515-281-1111

HORIZONTAL PROPERTY REGIME
 RIDGEVIEW COMMONS - PHASE 1
 HORIZONTAL COMMONS - PHASE 1
 HORIZONTAL COMMONS - PHASE 1

PL 1

