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DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR
STEINMEIER VILLAGE

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THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration") made this 13 day of June, 1986, by
VILLAGE BUILDING CORPORATION, an Indiana corporation (hereinafter called
"Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of the real estate in Marion County,
Indiana, more particularly described in Exhibit "A" attached hereto and
incorporated herein by reference (hereinafter referred to as the "Original
Real Estate"); and

WHEREAS, Declarant is also the owner of the Real Estate in Marion
County, State of Indiana, more particularly described in Exhibit "B"
attached hereto and incorporated herein by reference (hereinafter referred
to as the "Additional Real Estate"); and

WHEREAS, Declarant is in the process of creating on the Original
Real Estate and on the Additional Real Estate (portions (or all) of
which may hereafter be made subject to the terms of this Declaration, as
hereinafter provided) a residential community with public and private
streets, a detention lake, walls, fences, private access drives, private
open spaces and landscaped areas, and other common facilities, for the
benefit of such residential community, to be known as STEINMEIER VILLAGE,
which community shall be developed (to the extent the same is to be
included in the Property (hereinafter defined)) substantially in accordance
with the preliminary site plan drawing attached hereto as Exhibit "C"
and incorporated herein by reference (hereinafter referred to as the
"Site Plan"); and

WHEREAS, Declarant desires to provide for the preservation and
enhancement of the values and amenities in such community and the common
facilities (if any) therein contained, and to this end, Declarant desires
to subject the Original Real Estate (together with such portions (or
all) of the Additional Real Estate as may hereafter be made subject to
the terms of this Declaration, as hereinafter provided) to certain
rights, privileges, covenants, restrictions, easements, assessments,
charges and liens, each and all to the extent herein provided, for the
benefit of the Original Real Estate (and any portions (or all) of the

APPROVED THIS 13th DAY OF June 1986
ASSESSOR OF WASHINGTON TWP.
DRAFTSMAN

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RECORDER-MARION CO.
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Additional Real Estate as may hereafter be made subject to the terms of this Declaration, as hereinafter provided] and each owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the common facilities (if any) located on the Property, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance, repairs and replacements of buildings as hereinafter provided, and promoting the health, safety and welfare of the owners of the Property, and all parts thereof; and

WHEREAS, Declarant has caused, or will cause, to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name "Steinmeier Village Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Property, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Lots situated therein, and which shall run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns.

ARTICLE I.

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

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A. "Additional Real Estate" shall mean the parcel or parcels of real estate in Marion County, Indiana, described in Exhibit "B" attached to and incorporated in this Declaration.

B. "Applicable Date" shall mean the "Applicable Date" as defined and determined in accordance with Section 3.B. of Article III hereof.

C. "Association" shall mean Steinmeier Village Homeowners Association, Inc., an Indiana not-for-profit corporation which Declarant has caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns.

D. "Board" or "Board of Directors" shall mean the board of directors of the Association.

E. "Common Area" or "Common Areas" shall mean (i) those portions, if any, of the Original Real Estate and the Additional Real Estate which are at any time part of the Property, which are shown upon any recorded subdivision plat of the Original Real Estate and the Additional Real Estate (or any part thereof) and which are not identified as individually numbered lots on any such plat, other than portions thereof (such as streets) which are dedicated to or owned by the public or a governmental agency, whether such plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, (ii) to the extent hereinafter established, such portions of the Property as are herein declared to be Common Area even though located on or constituting part of one or more individually numbered lots on any such plat, (iii) to the extent hereinafter established, such improvements located, installed or established in, to, on, under, across or through the Property as are herein declared to be Common Area whether located, installed or established entirely or partially on Lots or portions of the Property which are not Lots, or both, and (iv) such portions of the Property (if any) as are hereafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Property.

F. "Declarant" shall mean Village Building Corporation, 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.

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hereunder, including, but not limited to, any mortgages acquiring title to any portion of the Property (or the Additional Real Estate which does not then constitute part of the Property) pursuant to the exercise of rights under, or foreclosure of (or by acceptance of a deed in lieu of foreclosure of), a mortgage executed by Declarant; provided, however, that any such mortgages so acquiring title by virtue of foreclosure against (or acceptance of a deed in lieu of foreclosure from) the Declarant shall not be deemed to have assumed any prior obligations or liabilities of the Declarant hereunder.

G. "Limited Common Area", if such term is used herein or in any supplement hereto, shall mean such portions of the Common Area as to which the use thereof is limited or restricted (in accordance with the terms hereof, or any supplement hereto, or any subdivision plat of the Property or the Additional Real Estate) to the Owner or Owners of one or more but less than all of the Lots, and which are clearly designed and intended for use by the Owner or Owners of one or more but less than all of the Lots, and which are appurtenant to one or more but less than all of the Lots and which are not necessary for the beneficial use and enjoyment of all of the Lots.

H. "Living Unit" shall mean a residential housing unit consisting of a group of rooms and hallways which are designed or intended for use as living quarters for one family or housekeeping unit. Except as herein otherwise provided, for the purpose of determining membership in the Association, each Living Unit as initially constructed on a Lot by Declarant or others shall be considered as a separate and individual unit. In addition, Living Unit shall be deemed to include any enclosed garage, enclosed or covered porch, or patio appurtenant to such Living Unit.

I. "Lot" shall mean and refer to any and each plot of land at any time included in the Property (with the exception of Common Area) designed and intended for use as a building site for, or developed and improved for use as, a Living Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Living Unit), as designated by Declarant by its deed of the same to another Person; provided, however, that for purposes of this Declaration a "Lot" will not necessarily be

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the same as any one (i) numbered parcel of land shown upon, and identified as a lot on, any recorded subdivision plat of the Original Real Estate and the Additional Real Estate, or any part thereof, and for purposes hereof a "Lot" may be (i) any one (i) such numbered parcel of land identified as a lot on such plat, (ii) part of such a numbered parcel of land, (iii) such a numbered parcel of land combined with part or all of another such numbered parcel of land, or (iv) parts or all of two (2) or more of such numbered parcels of land. The determination of what portion of the Property constitutes a "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, each tract of land which is a part of the Property and which is conveyed by Declarant to another Person for use as a building site for, or developed and improved for use as, a Living Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Living Unit). Notwithstanding the foregoing, if after the initial conveyance of a portion of the Property by Declarant to another Person it is agreed between Declarant and such Person to enlarge or reduce or otherwise change the portion of the Property so originally conveyed to such Person as a "Lot", then the determination of what portion of the Property constitutes such "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, such "Lot" initially so conveyed by Declarant, as the same has been adjusted or changed at any time by conveyances by and between Declarant and such Person. Any deed or other instrument of conveyance so adjusting or changing the description of a "Lot" shall state on its face that it is made for such purpose. Any part of a "Lot" conveyed to Declarant shall, upon such re-conveyance, lose its character as part of a "Lot" and may thereafter be conveyed by Declarant as part of another "Lot". The foregoing procedures may be used to correct errors in descriptions, to adjust boundary lines of "Lots" or for any other reason.

J. "Member" shall mean any person or entity holding membership in the Association as provided in Article III hereof.

K. "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

L. "Mortgagee" shall mean any person or entity named as the Mortgagee under any Mortgage or any successors or assigns to the interest

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of such person or entity under such Mortgage prior to acquisition of the fee simple title to the property encumbered by such Mortgage.

M. "Original Real Estate" shall mean the parcel or parcels of real estate in Marion County, Indiana, described in Exhibit "A" attached to and incorporated in this Declaration.

N. "Oversize Lot" shall mean any Lot which is so designated by Declarant in its deed or other instrument of conveyance of the same to a person other than Declarant. Every Oversize Lot shall, except as herein otherwise provided, be deemed to constitute two (2) Lots for purposes of this Declaration, including, but not limited to, for the purpose of determining required memberships in the Association and for the purpose of determining assessments payable by the Owner of, and which shall constitute liens against, such Oversize Lot; provided, however, that notwithstanding the foregoing, each Oversize Lot shall nevertheless be the site for only a single Living Unit, and the same may not be subdivided or split into sites for more than one (1) Living Unit.

O. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

P. "Person"; whether appearing in upper case or lower case form, shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

Q. "Property" shall mean and refer to the Original Real Estate together with such portions of the Additional Real Estate as have, from time to time, been subjected to, and are, at any time, subject to this Declaration.

R. "PUD Plan" shall mean and refer to the "Amended Final Proposed Preliminary Plan (Planned Unit Development)" approved by the Metropolitan Development Commission of Marion County, Indiana on May 1, 1985, governing the development of the Original Real Estate and the Additional Real Estate, pursuant to which the Original Real Estate and the Additional Real Estate were zoned to the D-P Zoning District classification under Rezoning Docket No. 84-2-149 (84-DP-12), which "Amended Final Proposed Preliminary Plan (Planned Unit Development)" is incorporated herein by

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reference, as the same may hereafter be amended in accordance with its terms or as permitted by law.

S. "Site Plan" shall mean and refer to the preliminary site plan reflecting Declarant's present proposed development of the Original Real Estate and the Additional Real Estate, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

T. "Zoning Covenants" shall mean and refer to the written covenants or commitments heretofore entered into by Declarant or its predecessors in title to the Original Real Estate and the Additional Real Estate in connection with the zoning of the same, which covenants are recorded as Instrument No. 85-37370 in the office of the Recorder of Marion County, Indiana, and which covenants are incorporated herein by reference, as the same may hereafter be amended in accordance with their terms or as permitted by law.

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

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION; DECLARANT'S RIGHT TO SUBJECT ADDITIONAL REAL ESTATE TO THIS DECLARATION

Section 1. Declaration. Declarant hereby expressly declares that the Property shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. As of the date of execution of this Declaration, the Property consists solely of the Original Real Estate. The Owner of any Lot at any time subject to this Declaration and all other Persons having any right, title or interest therein, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or the acceptance of any right, title or interest therein or thereto, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract, accept such right, title or interest, and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract, acceptance of such right, title or interest, or undertaking such occupancy, each Owner and all other such Persons acknowledge

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the rights and powers of Declarant and of the Association with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with Declarant, the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with the terms and provisions of this Declaration.

Section 2. Declarant's Right of Expansion. Declarant shall have, and hereby reserves, the right, at any time, and from time to time, on or before the Applicable Date to add to the Property and subject to this Declaration all or any part of the Additional Real Estate. Any portion of the Additional Real Estate shall be added to the Property, and therefore and thereby becomes a part of the Property and subject in all respects to this Declaration, when there is filed of record in the office of the Recorder of Marion County, Indiana an instrument executed by Declarant so declaring the same to be a part of the Property, which declaration may be made as part of a subdivision plat of any portion of the Additional Real Estate, or by an amendment or supplement to this Declaration, or by the deed conveying any portion of the Additional Real Estate to a Person other than Declarant, or otherwise. Upon the recording of any such instrument on or before the Applicable Date, the portions of the Additional Real Estate described therein shall, for all purposes, thereafter be deemed a part of the Property and the Owners of any Lots within such portions of the Additional Real Estate shall be deemed for all purposes to have and be subject to all the rights, duties, privileges and obligations of Owners of Lots within the Property. No single exercise of Declarant's right and option to add to and expand the Property, as described in this Section 2, as to any part or parts of the Additional Real Estate shall preclude Declarant from thereafter from time to time further expanding and adding to the Property to include other portions of the Additional 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 Additional Real Estate so long as such expansion is accomplished on or before the Applicable Date. Such expansion of the Property is entirely at the discretion of Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand the Property

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beyond the Original Real Estate, or any other portions of the Additional Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such Lot. An Owner of an Oversize Lot shall be entitled to, and there shall be required, two (2) memberships for each such Oversize Lot. Each such membership or memberships shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

Section 2. Transfer. Memberships in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the memberships registered in his name to the transferee of title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue new memberships to the transferee, and thereupon the old memberships outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

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Section 3. Voting. The Association shall have two (2) classes of voting membership, as follows:

A. Class A. Class A members shall be all Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one (1) vote for each Lot owned [or two (2) votes for each Oversize Lot owned] with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot [except for Oversize Lots, in which case two (2) votes may be cast by the Owner thereof]. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to vote at such meeting, unless such co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B. Class B members shall be the Declarant and all successors and assigns of Declarant designated by Declarant as Class B members in a written notice mailed or delivered to the resident agent of the Association. Each Class B member shall be entitled, on all matters requiring a vote of the membership of the Association, to (i) five (5) votes for each Lot owned by it, (ii) five (5) votes for each numbered parcel of land shown upon, and identified as a lot on, any recorded plat of the Original Real Estate or the Additional Real Estate (whether heretofore or hereafter recorded), any part of which lot has not been conveyed by Declarant to another Person, and (iii) five (5) votes for each thirteen-one hundredths (13/100) acre of land included in the Original Real Estate or the Additional Real Estate but which is not identified as a lot or as Common Area on a recorded plat of any portion thereof and which is owned by it. The Class B membership shall cease and

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terminate upon the first to occur of (a) the date upon which the written resignation of the Class B members as such is delivered to the resident agent of the Association; (b) one hundred twenty (120) days after seventy-five percent (75%) of the Lots in the Property have been conveyed to Owners other than Declarant; provided, however, that for the purpose of making any determination under this subsection (b) it shall be assumed that there are 83 Lots in the Property whether or not there are in fact such number of Lots in the Property at any time; (c) three (3) years after the date of recording of the first conveyance of a Lot to an Owner other than Declarant; provided, however, that in the event any portion of the Additional Real Estate is added to the Property by Declarant pursuant to its right and option to expand the Property as hereinabove reserved, then the time period provided in this subsection (c) shall be five (5) years after the date of recording of such first conveyance, rather than three (3) years; or (d) seven (7) years from the date of this Declaration (the applicable date being herein referred to as the "Applicable Date").

From and after the termination of Class B membership, Declarant shall be entitled to one (1) Class A membership for (i) each Lot of which it is the Owner, (ii) each numbered parcel of land shown upon, and identified as a lot on, any recorded plat of the Original Real Estate or the Additional Real Estate (whether heretofore or hereafter recorded) any part of which lot is owned by Declarant, and (iii) each thirteen-one hundredths (13/100) acre of land included in the Original Real Estate or the Additional Real Estate but which is not identified as a lot or as Common Area on a recorded plat of any portion thereof which is owned by Declarant.

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days; or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

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ARTICLE IV.

PROPERTY RIGHTS

Section 1. General Provisions.

A. All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee from time to time of any Lots and the owner and mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

B. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending December 31, 2010, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided.

Except as hereinafter provided, this Declaration may be amended during the initial term provided above by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Certain amendments also require additional approval as specified in Article XI hereof.

Section 2. Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area (except for such portions thereof, if any, as are Limited Common Area), limited, however, to and for the uses and purposes for which any portion of the Common Area is designed and intended, which right and easement shall include, but not be limited to, use and enjoyment of open spaces and all other parts of the Common Area (other than Limited Common Areas, if any). Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same;

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B. The right of the Association to suspend the voting rights and right to the use of recreational facilities, if any, situated upon the Common Area (but not rights of access to Lots) by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration; and

D. The rights of the Association and Declarant reserved under Sections 4 and 5 of this Article IV or elsewhere in this Declaration.

Section 3. Delegation of Enjoyment. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to residents of his Lot, including the members of his family, his tenants, or contract purchasers.

Section 4. Association's Rights.

A. The Association shall have the right to manage, repair, maintain, improve and operate the Common Area (including by way of example, but not limited to, landscaping thereof).

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 4.A. next hereinabove, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration, and provided, further, that the mortgage shall have received the prior written approval specified in Article XI hereinafter.

C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities and other purposes necessary or useful for the proper maintenance or operation of the project, subject to any prior written approval required by Article XI hereinafter.

D. The Property shall be subject to easements of record on the date the various portions thereof become subject to this Declaration, and to any easements in the Common Area which may at any time be granted by Declarant or the Association (subject to the approval referred to in the

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preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lots or the Common Area.

E. Anything herein apparently to the contrary notwithstanding, except as otherwise expressly herein provided for, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received the prior written approval specified in Article XI hereinbelow.

Section 5. Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots and other portions of the Property owned by it from time to time, except as otherwise specified herein. In addition, until the last numbered parcel of land shown upon, and identified as a lot on, any recorded plat of the Original Real Estate or the Additional Real Estate (whether heretofore or hereafter recorded) is conveyed to an Owner other than Declarant, or until the Applicable Date (whichever event shall first occur), Declarant shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Original Real Estate or the Additional Real Estate) and the right to maintain and use facilities (including, but not limited to, model Living Units) and signs upon the Common Area and any other portions of the Property (other than Lots owned by an Owner other than Declarant) for the purpose of marketing units, and to invite and escort the public thereon for such purpose.

Section 6. Non-Dedication to Public Uses. Nothing contained in this Declaration or in any subdivision plat of any part of the Original Real Estate or the Additional Real Estate shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Areas being reserved to Declarant, the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association and the Declarant to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and upon all of the conditions, set forth in this Declaration.

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Section 7. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Living Unit or any structure containing one or more Living Units or any improvements to any Living Unit encroaches upon any part of the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, then a perpetual easement appurtenant to such encroaching Living Unit shall exist for the continuance of any such encroachment on the Common Area.

Section 8. Parking Rights. Each Lot contains or will contain parking areas (including garages) for the use of its Owner as required by the Zoning Covenants.

Section 9. Improvement and Transfer of Common Area.

A. Improvement of Common Areas. Declarant hereby covenants that, to the extent the same are to be included in the Property, it will construct or provide as Common Areas the following items required by, and in accordance with, the Zoning Covenants, the PUD Plan or otherwise:

- (1) Block "A" shown on the Site Plan primarily as an open space, with landscaping and pedestrian footpaths and walkways to reach Block "B" shown on the Site Plan;
- (2) Block "B" shown on the Site Plan as a water detention lake or pond, with a promontory, pedestrian footpaths and walkways, landscaping and other amenities for leisure usage by Owners, their guests and invitees. The lake or pond shall be provided with a fountain or other mechanical system to circulate the water for aeration purposes and in order to control algae and other growth;
- (3) Block "C" shown on the Site Plan as an open space, with mounding, landscaping and other screening material. At Declarant's option, Declarant may also construct or provide a clubhouse, community building or storage building and area at the northern end of said Block "C";
- (4) Block "D" shown on the Site Plan as a private street or drive (to be known as "Steinmeier Lane") to provide access to the parcels of land noted as lots 28 through 34, inclusive, on the Site Plan;

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- (5) Block "E" shown on the Site Plan as an open space. Said Block "E" may also be used for the extension of utility services to the Original Real Estate and Additional Real Estate. If required by any governmental authorities or insurance underwriters, a secondary entrance and roadway to serve the Original Real Estate and Additional Real Estate may be established and maintained through said Block "E" to connect Steinmeier Drive West (as shown on the Site Plan) with 70th Street (which extends westerly from the west end of Block "E") for use by emergency vehicles and personnel only; provided, however, that if such a secondary entrance and roadway are established, they shall be equipped with a breakaway gate at the west end of Block "E" to prevent use thereof by the general public;
- (6) In those portions of the parcels of land noted as lots 48, 49, 50, 71 and 72 on the Site Plan which are adjacent to Steinmeier Drive West and Steinmeier Drive North (as shown on the Site Plan) Declarant shall construct and install a connecting access roadway or drive to provide access to, from and between such parcels of land and the said Steinmeier Drive West and Steinmeier Drive North; and
- (7) Along (or in proximity to) the west and east boundary lines of the Original Real Estate and the Additional Real Estate (taken together as a single parcel of land) Declarant shall install, at its option, either a vinyl-clad chain link fence at least forty-two (42) inches in height, or a wood fence at least five (5) feet in height, or a combination of the same; and along (or in proximity to) the north boundary line thereof (south of any portion thereof dedicated as a public street, and excluding the area occupied by the entrance thereto as shown on the Site Plan) Declarant shall install a combination wood and brick fence and wall and landscaping in accordance with the PUD Plan.

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B. Conveyance of Common Areas to Association. Declarant hereby covenants that it shall convey and transfer the Common Area included in and constituting a part of the Original Real Estate (if any) to the Association prior to the first conveyance of a Lot within the Original Real Estate to an Owner other than Declarant. If, as and when portions of the Additional Real Estate are subjected to this Declaration and added to the Property, Declarant covenants that it shall convey and transfer to the Association the Common Areas (if any) included in and constituting a part of each such portion so added to the Property prior to the first conveyance by Declarant to an Owner other than Declarant of any Lot located within such portions so added to the Property. In any event, Block "D" shown on the Site Plan shall be completed as above provided and conveyed to the Association prior to the conveyance by Declarant to an Owner other than Declarant of any portion of the parcels of land noted as lots 28 through 34, inclusive, on the Site Plan. Each such portion of the Common Area so conveyed by Declarant to the Association shall, at the time of such conveyance, be subject to any dedicated or public street or road rights-of-way affecting the same and all easements, covenants, conditions, limitations and restrictions then of record, but shall be free and clear of all liens and financial encumbrances other than the lien of the then current non-delinquent installment of real estate taxes and assessments and subsequent installments thereof, which shall thereafter be paid when due by the Association.

ARTICLE V.

ASSESSMENTS

Section 1. Personal Obligations. Declarant, for each Lot owned by it within the Property, hereby covenants and agrees, and each Owner of a Lot by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments,

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for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas (including, but not limited to, any and all streets and roadways constructed or located thereon) and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and costs of hazard and liability insurance for Common Areas and any other common property; hazard insurance for Living Units; exterior maintenance of Living Units and Lots; snow removal, trash removal, sewer charges and water charges (if payable by the Association); street lighting (if provided by the Association); and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in advance in twelve equal monthly installments on the first day of each and every month or, if so determined by the Association, in such other periodic installments as may be specified by the Association. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Marion County, Indiana. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot or Living Unit.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property, to construct, manage, improve, maintain, repair and administer the Common Area (including, but not limited to, any and all streets and roadways constructed or located thereon), for the exterior maintenance of Living Units and Lots, and for payment of any other costs and expenses incurred by the Association in connection with the performance of its duties, obligations and responsibilities hereunder. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the Common Areas and any other property that must be replaced on a periodic basis and those portions of the exterior of Living Units and Lots which the Association is required to maintain and which must be replaced on a periodic basis. Such reserve fund shall be maintained out of the regular annual assessments.

Section 3. Annual Assessments. Until December 31, 1986, the maximum annual assessment shall be at the monthly rate of Seventy Dollars (\$70.00) per Lot for each Lot. For purposes of any assessments under this Declaration, each Oversize Lot shall be deemed to consist of, and to constitute, two (2) Lots.

- A. From and after December 31, 1986, the maximum annual assessments may be increased each year not more than 10% above the maximum assessments permitted for the previous year, on a cumulative basis, without a vote of the membership.
- B. From and after December 31, 1986, the maximum annual assessments may be increased more than 10% above the maximum assessments permitted for the previous year by a vote of two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy, at a meeting called for this purpose.
- C. The Board of Directors may fix the annual assessments at any amount not in excess of the maximum permitted hereby.

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Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, (A) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or which is deemed hereunder to be a part of the Common Area, including fixtures and personal property related thereto, and (B) the cost of any unanticipated or extraordinary exterior maintenance of Living Units, Lots and other buildings located on the Property, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum. Written notice of any meeting of Members called for the purpose of taking any action authorized under Article V, Sections 3 or 4, shall be sent to all Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the total votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at any subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots; provided, however, that for such purposes, each Oversize Lot shall be deemed to consist of, and to constitute, two (2) Lots. Annual assessments shall be collected on a monthly basis (or other periodic basis, if and as determined by the Board) and special assessments shall be collected as the Board determines. The provisions of this Section 6 are subject to the provisions of Section 13 of this Article V as to all Lots and other portions of the Property owned by Declarant.

Section 7. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to all Lots subjected to this Declaration on the first day of the month following the month of recording of the instrument by which such Lots became a

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part of the Property. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year for which such assessment is imposed.

Section 8. Commencement of Annual Assessments. By November 1 of each year the Board shall fix the amount of annual assessments against each Lot for the following calendar year and shall send written notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 9. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 10. Nonpayment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. If an assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of twelve percent (12%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon and the Association may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit.

Section 11. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the

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Owner of the Lot, the name of the person personally obligated to pay the same and a description of the Lot. Such a notice shall be signed by an officer of the Association and it or a notice of lien or adverse claim thereof may be recorded in the office of the Recorder of Marion County, Indiana. No notice of lien shall be recorded until there is a delinquency in payment of the assessment for thirty (30) days. Upon such a delinquency for thirty (30) days, the Association shall proceed promptly to enforce the lien or, in its discretion, to sue the person personally liable to pay the lien for the delinquency. Such lien shall be enforced by action in the same manner in which mortgages on real property may be foreclosed in Indiana. In any such foreclosure, the person personally obligated to pay the lien shall be required to pay all costs of foreclosure including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The person personally obligated to pay the lien shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the foreclosed interest in the Lot as the Owner thereof.

The Association shall, upon written request, report to any Mortgagee of a Lot any assessments remaining unpaid for longer than thirty (30) days after the same shall have become due with respect to such Lot, provided, however, that such Mortgagee first shall have furnished to the Association written notice of the Mortgage under which it claims and its notice address.

Section 12. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage ("First Mortgage") and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or remedies provided in a First Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which were payable prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments.

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thereafter becoming payable or from the lien thereof or shall relieve the person personally obligated to pay the same from personal liability for assessments payable prior to such sale or transfer or acquisition. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

Section 13. Limitations on Assessments Owed by Declarant.

Notwithstanding anything to the contrary contained herein, Declarant shall be obligated to pay, as to any and all Lots owned by it from time to time, only twenty-five percent (25%) of the assessments (whether regular annual assessments or special assessments) payable hereunder by Owners (other than Declarant) of Lots, and all such Lots owned by Declarant shall be subject to a lien hereunder only for amounts determined under this Section 13.

Section 14. Initial Working Capital and Start-Up Fund. At the closing of the initial sale of each Lot by Declarant to an Owner other than Declarant, the purchaser of such Lot shall pay to the Association, in addition to any other amounts then owed to the Association, the sum of Three Hundred Fifty Dollars (\$350.00), which amount shall be held and used by the Association as a working capital fund and start-up fund for the initial period of operation of the Property and the Association, to enable the Association to have cash available to pay those expenses which must be prepaid (including, but not limited to, the first year's hazard insurance premium for the Living Unit on each Lot purchased), to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. However, such payment shall not be considered as an advance payment of any regular annual assessments. On or before sixty (60) days after the date of recording of the instrument by which any Lots became a part of the Property and thereby subject to this Declaration, Declarant shall pay to the Association the required contribution to the Association's working capital fund and start-up fund for all of such Lots then owned by it which remain unsold, which amount Declarant shall then be entitled to recover directly from subsequent purchasers of such unsold Lots, who shall pay the same to Declarant for Declarant's own account in lieu of making payment thereof to the Association.

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ARTICLE VI.

ARCHITECTURAL CONTROLS

Section 1. Architectural Control Committee Authority. No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Property, additional fences or exterior lighting, or changes in existing fences or exterior lighting, hedges, walls, walkways and other structures, shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the Living Units and other buildings and improvements on the Property, until the written plans and specifications showing in reasonable detail the nature, kind, shape, height, materials (including color), location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings in the Property by an architectural committee (the "Architectural Committee") composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within thirty (30) days after said written plans and specifications have been submitted to it, or if no suit to enjoin the making of such additions, alterations or changes or to force the cessation thereof has been commenced within sixty (60) days of such submission, such approval will be deemed to have been given. If no such submission has been made to the Architectural Committee, suit to enjoin or force the removal of such additions, alterations or changes may be instituted at any time by the Association or any Owner. During the time which the Association has a Class B member, the decisions of the Architectural Committee must have the written approval of the Declarant. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters required to be obtained from any other persons or governmental agencies pursuant to the terms of any subdivision plat, statute, law, ordinance, other governmental regulation or otherwise.

Section 2. Restoration in Accordance with Original Plans. Any restoration or repair of the Common Areas or exteriors of Living

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Units, after a partial condemnation or damage due to fire or other casualty, shall be performed substantially in accordance with this Declaration and the original plans and specifications for the same, unless other action is approved by eligible holders holding First Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to eligible holders of First Mortgages.

ARTICLE VII.

OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area and Exteriors. The Association, subject to the rights and obligations of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements (if any) thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Such responsibility (to the extent the same is not otherwise herein declared or stated to be the obligation or responsibility of Owners of Lots) shall include, but not be limited to, the following: the maintenance and repair of the Common Area improvements, if any, and all other improvements or material located within or used in connection with the Common Area. Without limiting the foregoing, the improvements described in Subsections 9.A.(6) and 9.A.(7) of Article IV hereof shall, when completed by Declarant and included in the Property, be deemed to constitute and be part of the Common Areas for purposes of maintenance, repair and insurance hereunder. In order to preserve the uniform and high standard of the Property, the Association shall also be responsible for the maintenance and repair of the exterior of all Living Units and any other buildings and improvements located on Lots, and the Lots themselves, which responsibility shall include, but not be limited to, the following: the maintenance and repair of exterior surfaces of all buildings on the Property, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, gutters, downspouts and overhangs, the maintenance and repair of the exterior sides of exterior windows and doors, and necessary painting, staining and repair of patio and porch structures as originally built on a Lot

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(but not of additions thereto made by an Owner). The Association shall mow, trim, water and otherwise care for and maintain all grass, trees, shrubbery, plants and other landscaping located on Lots, excluding, however, any landscaping located on Limited Common Area which has been installed by the Owner thereof, and such Owner shall be responsible for the maintenance and care of such landscaping on his own Limited Common Area at his sole cost and expense. All maintenance and repair of the individual Living Units and any other buildings shall be the sole obligation of and shall be performed at the sole cost and expense of the individual Owner thereof, except to the extent the exterior maintenance and repair is provided by the Association. In the event that the need for maintenance or repair provided hereunder to be performed by the Association is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be charged to and paid by the Owner who (or whose family, guests or invitees) caused the need therefor, and the cost thereof shall, until paid, be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 2. Lawn and Planting Maintenance. To the extent the Association undertakes to water gardens and plantings established by individual Owners, it will not be responsible for any damage to such gardens and plantings due to overwatering, underwatering or improper watering. In lieu of maintaining separate water lines for the purpose of watering the Common Area and any landscaping on the Lots, the Association may draw water for such purposes from exterior sillcocks on each Living Unit or Lot, provided that it rotates such drawing among Living Units or Lots in reasonable proximity to the area required to be watered by a schedule or other reasonable means so as to approximately equalize the amount of water taken from each such Living Unit or Lot over the course of a season.

Section 3. Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property whether such personnel are

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furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, the enforcement of this Declaration or any proceedings or controversy in which the Board determines it is necessary or advisable to have professional advice. The Association shall, or may arrange with others to, furnish trash collection and such other common services to each Lot as it deems desirable, including, without limitation, snow removal from individual driveways and front sidewalks serving Living Units on a basis consistent with recognized guidelines for normal and customary property management. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or an entity owned or controlled by the same persons as Declarant, must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice and by either party for cause upon thirty (30) days or less written notice and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one-year terms.

Section 4. Personal Property for Common Use. The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise. Such beneficial interest shall not be transferable except with the transfer of title to a Lot, provided that an Owner may delegate his right of enjoyment of such personal property (if any) to residents of his Lot. A transfer of title to a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such property in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot under foreclosure shall entitle the purchaser to the beneficial interest in such personal property associated with the foreclosed Lot.

Section 5. Utilities. The Association shall pay as a common expense all charges for electricity, water, sewer and other utilities used upon the Common Area, subject to the Association's right to draw water from exterior sillcocks on Living Units or Lots as provided in Section 2 of this Article VII.

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Section 6. Hazard and Liability Insurance for Common Property.

The Association shall procure fire and extended coverage insurance on insurable Common Areas and other common property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement only); and shall use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable Common Areas and other common property, including insured improvements. The cost of such insurance shall be assessed as provided in Article V above. Holders of First Mortgages ("First Mortgagees") on Living Units, jointly or singly, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and other common property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all First Mortgagees of Living Units establishing entitlement to such reimbursement.

ARTICLE VIII.

OWNERS' MAINTENANCE

Section 1. Upkeep and Maintenance. Each Owner shall be responsible for the upkeep and maintenance of his Living Unit, patio or porch, and all other areas, features or parts of his Limited Common Areas appurtenant thereto, to the extent not otherwise required hereunder (including, but not limited to, Section 1 of Article VII hereof) to be maintained by the Association. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any structure (including his own Living Unit), or an adjoining Living Unit, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners, or the Common Areas.

Section 2. Heating of Living Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Living Unit which might result in damage to that or other Living Units, all Owners shall, at all times, maintain the temperature in their Living Units at not less than 55 degrees Fahrenheit, subject,

however, to the inability to maintain such temperature due to causes beyond the Owner's reasonable control. Any damage resulting from the refusal or failure of an Owner to so maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the Owner's reasonable control) the cost thereof shall be assessed against the Lot of the refusing or failing Owner. However, if the failure to maintain such minimum temperature is due to causes beyond the Owner's reasonable control the cost of such repair shall be a common expense.

ARTICLE IX.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Living Unit upon the Property and which connects two (2) or more Living Units or forms part of walls in two (2) or more Living Units shall constitute a party wall (any such wall being herein referred to as a "Party Wall") and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

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

Section 3. Destruction by Fire or Other Casualty. If any Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such Party Wall or by the Association, and repaired out of the proceeds of same, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that any damage to a Party Wall is not covered and paid for by the insurance provided for herein, an Owner

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Who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to such Owner's Lot and shall pass to such Owner's successors in title to such Lot.

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

ARTICLE X.

GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS
APPLICABLE TO PROPERTY

Section 1. Living Unit and Lot Restrictions. No more than one Living Unit shall be erected or maintained on each Lot. No Living Unit shall be used for purposes other than as a single family residence, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for hotel or transient occupancy, provided that none of the following activities shall be considered a violation of this covenant:

- A. The maintenance of model Living Units and business and sales offices by Declarant during the construction and sale periods.
- B. The maintenance of offices by the Association or its designated manager for purposes of management of the Property.
- C. Lease, rental or use of a Living Unit for purposes consistent with this Section.
- D. The use of a Living Unit by an Owner for incidental office purposes to the extent permitted by applicable zoning ordinances.

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Section 2. Common Area Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs or any window display advertising be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents to maintain model Living Units, business and sales offices, storage areas and construction offices on the Common Area during the construction and sales period until the last portion of the Original Real Estate and the Additional Real Estate existing as part of the Property on the Applicable Date is conveyed to an Owner other than Declarant, and to place "for sale", "for rent" or any other signs on any part of the Common Area and to use any part of the Common Area for sale or display purposes during such period. Subject to the aforesaid rights of the Declarant, Common Areas shall be used only for the purposes for which the same are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the lake or pond to be provided in Block "B" shown on the Site Plan (if Block "B" is included in the Property) is intended to be an integral part of the storm water drainage system serving the Original Real Estate and the Additional Real Estate and is intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of such lake or pond which in anyway interferes with its proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing or ice skating shall be permitted in or on said lake or pond. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items shall be put into said lake or pond, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes. Fishing from the shore of such lake or pond shall be permitted subject to obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations.

Section 3. Obstructions. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area, without the prior written consent of the Association except construction materials and equipment during the construction period or

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except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 4. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Property and buildings thereon shall be committed by any Owner or any invitee or tenant of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed in any Living Units, on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property, provided, however, that no act, conduct, activity or operation which Declarant is authorized or permitted to do hereunder shall ever be deemed to be noxious, destructive, offensive nor a nuisance for purposes of this Section 4.

Section 5. Fences, Walls and Patios. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio upon the Property except as provided in Article VI hereinabove.

Section 6. No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a Lot or Limited Common Area so as to be visible from outside the Lot or Limited Common Area. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials.

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Section 7. Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part thereof, except that household pets may be kept on Lots, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

Section 8. Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, basketball hoops, tent, or shack shall be maintained on any Lot outside of a garage or other approved structure, nor shall any garage or other building except a permanent residence be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

Section 9. Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, outdoor cooking equipment, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the Lot upon which the same are located. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes,

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mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Property, or on any part of the Common Area, either permanently or temporarily.

Section 10. Signs. No signs of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot or Common Area, except that a "For Sale" or "For Lease" sign may be displayed on a Lot which is being offered for sale or lease provided that it is in such form, style and location as the Board may require, and except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the development during the construction and sale periods.

Section 11. Antennas. Except with the prior written approval and the authorization of the Board, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Property, or on the Property itself.

Section 12. Rentals. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Living Unit or Lot may be leased for a period of less than 30 days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Living Unit.

Section 13. Rules and Regulations. The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Property, including the Common Area, as the Board in its sole discretion deems appropriate or necessary.

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Section 14. Compliance with Zoning Covenants and PUD Plan. So long as the Zoning Covenants and the PUD Plan are in effect, no use shall be made of any part of the Property which violates, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Property shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants and the PUD Plan. Notwithstanding anything to the contrary contained herein or otherwise, this Section 14 may not be amended or modified in any manner whatsoever without the prior written consent of Declarant (so long as it owns any part of the Original Real Estate or the Additional Real Estate) and of any and all parties who, at any time, may have the right to enforce or prevent violations of, or the right to approve any changes in, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants and the PUD Plan; except that, notwithstanding the immediately preceding clause, Declarant shall have the right to amend the Zoning Covenants and the PUD Plan in any manner therein permitted or described without the consent or approval of any other party at any time having any interest in any part of the Property.

ARTICLE XI. ®

RIGHTS FOR THE PROTECTION OF FIRST MORTGAGEES

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Lot or Living Unit and the address of such party (a holder of a First Mortgage on a Lot or Living Unit who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or governmental guarantor of a First Mortgage on a Lot or Living Unit who has so requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely

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written notice of:

- (A) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot or Living Unit on which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (B) Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws or Articles of Incorporation, by an Owner of a Lot or Living Unit subject to a First Mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;
- (C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (D) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article XI; and
- (E) Any default in the performance by the Owner of any obligation under the Declaration or By-Laws which is not cured within sixty (60) days.

Section 3. Discontinuance of Professional Management. When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of Owners of Lots to which at least 57% of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Lots or Living Units which have at least 51% of the votes of Lots or Living Units subject to eligible holder mortgages.

Section 4. Term on Reallocation. Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must have the written approval of eligible holders holding mortgages on Lots which have at least 51% of the votes of Lots subject to eligible holder mortgages. No reallocation of interests in the Common Area or the Association resulting from a partial condemnation or partial destruction of the project may be effected without the prior written approval of eligible holders holding mortgages on all remaining Lots whether existing in whole or in part, and which have at least 51% of the votes of such remaining Lots subject to eligible holder mortgages.

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Section 5. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot or Living Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 6. Liability for Unpaid Assessments. Any First Mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in its First Mortgage or by foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale in connection with any such First Mortgage, shall not be liable for the unpaid assessments of the Lot which were payable prior to the acquisition of title to or possession of such Lot by the First Mortgagee or such purchaser.

Section 7.A. Certain Amendments. In addition to other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the Lots or their assigns (based upon one vote for each First Mortgage owned), and at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the Owners (other than any sponsor, developer, or builder including the Declarant) of the Lots (based upon one vote for each Lot owned) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- (A) terminate the legal status of the project (except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);
- (B) by act or omission, seek to abandon, petition, subdivide, encumber, sell or transfer the Common Area, provided, however, that the granting of easements, licenses or similar rights for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed such a transfer;
- (C) use hazard insurance proceeds for losses to any Common Area or other common property for other than the repair, replacement or reconstruction of such common property;

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(D) add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Area (or exterior maintenance of Living Units if applicable);
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of the Common Area;
- (6) Responsibility for maintenance and repair of the several portions of the project;
- (7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (8) Boundaries of any Lot;
- (9) The interests in the general Common Area;
- (10) Convertibility of Lots into Common Area or of Common Area into Lots;
- (11) Leasing of Lots or Living Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot or Living Unit;
- (13) Any provisions which are for the express benefit of First Mortgage holders, eligible mortgage holders or eligible insurers, or guarantors of First Mortgages on Lots,

except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Areas which might occur pursuant to any plan of expansion or phased development contained in this Declaration; or

(E) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of the Common Area or other common property, party walls or common fences, or the upkeep of lawns and plantings.

For purposes of this Section, an addition or amendment to such documents shall not be considered material if it is made (I) for the purpose of correcting clerical, typographical or technical errors, (II) for clarification only,

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(III) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, 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, (IV) to induce any of the agencies or entities mentioned or referred to in subsection (III) hereinabove to make, purchase, sell, insure or guarantee First Mortgages covering Lots and Living Units, or (V) to bring such documents into compliance with any statutory or other governmental requirements, and any such addition or amendment to such documents which is so considered not to be material may be made by Declarant acting alone and without the consent, approval or joinder of the Owners, the Association, any First Mortgagees, any other mortgagees or any other person.

An eligible mortgage holder who receives a written request to approve additions or amendments but who does not deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

Section 7.B. FHA/VA Approval. As long as there is a Class B Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if, at the time such actions are taken, the Federal Housing Administration or the Veterans Administration is then the Owner of a Lot, an eligible mortgage holder or an eligible insurer or guarantor:

- (A) the annexation to the Property of any property other than all or any portion of the Additional Real Estate, provided, however, that in any and all events such approval is not and shall not be required for annexation to the Property of all or any portion of the Additional Real Estate;
- (B) dedication to the public or to or for any public use or purpose of any part of the Common Area, provided, however, that such approval is not and shall not be required for the granting of easements, licenses or similar rights to utility companies, public or private, or to governmental agencies for the installation, maintenance repair, replacement and servicing of equipment and facilities necessary to provide all utility services to the Property, and

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(C) amendment of this Declaration; provided however, that such approval is not and shall not be required for any amendment or supplement to this Declaration made by Declarant (i) for the purpose of exercising its rights as set forth herein to expand the Property within the limits, and in accordance with the procedures, contained in this Declaration, or (ii) for any of the purposes set forth in Subparagraphs (I) through (V), inclusive, of Section 7.A. hereinabove.

Section 8. Declarant's Joinder. In addition to the other requirements for amendment of this Declaration and the By-Laws contained herein, the written joinder and consent of the Declarant shall be required for any amendment of either this Declaration or the By-Laws until the conveyance by Declarant to an Owner other than Declarant of the last portion of the Original Real Estate and the Additional Real Estate existing as part of the Property on the Applicable Date. This right may be waived at any time by recording a written waiver executed and acknowledged by Declarant.

Section 9. Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of First Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

Section 10. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area or other common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area or other common property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 11. Designation of Representative. Any holder of a First Mortgage on a Lot or Living Unit may designate a representative to attend meetings of members, but no such representative shall have any voting privileges unless such voting privileges have been granted to the holder of such First Mortgage by the Owner of the Lot involved.

Section 12. Distribution of Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the By-Laws shall be construed as giving

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to the Owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their First Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or other common property.

ARTICLE XII.

INSURANCE

Section 1. Maintenance of Insurance. Commencing not later than the time of the first conveyance of a Lot to an Owner other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance, all of which shall be issued by insurance carriers meeting at least the minimum requirements of, and shall otherwise comply with the requirements of, the agencies and entities mentioned or referred to in Subparagraph (III) of Section 7.A. of Article XI of this Declaration, to-wit:

- (A) Master or blanket type policy of fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage (if appropriate), debris removal, cost of demolition, malicious mischief, windstorm and water damage) insuring the Living Units located on each Lot, and the Common Area (including all of the fixtures installed therein as of the date thereof, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures initially installed by Declarant, and any fixtures, equipment or other property within a Living Unit which are to be financed by a First Mortgage to be made, purchased, sold, insured or guaranteed by an agency or entity mentioned or referred to in Subparagraph (III) of Section 7.A. of Article XI of this Declaration, and including also common personal property, supplies, and building service equipment, but not including carpeting, drapes, wallcoverings, fixtures, furniture, furnishings, or other personal property supplied or installed by Owners or tenants and also not including land, foundations, excavation and other items normally excluded from coverage) and covering the interests of the Association, the Board of Directors and all Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined

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annually by the Board of Directors. If permitted by the insurance company writing the policy, improvements and betterments not part of the Living Unit as originally constructed may, at the direction and sole cost and expense of the Owner of the subject lot, be issued under a rider to the master policy, that part of the premium allocable to such improvements and betterments being chargeable against the specific lot to which it applies. Said policy shall afford, as a minimum, protection against the following:

- (1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (2) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. The name of the insured under such policies must be set forth therein substantially as follows:

"Steinmeier Village Homeowners Association, Inc.
for the use and benefit of the individual Owners".

The policies may also be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of the policy with respect to the Common Area equally with each other lot, and with respect to each Living Unit, in proportion to the insurable value of such Living Unit, compared to the aggregate insurable value of all Living Units. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request. Policies must provide for the recognition of any Insurance Trust Agreement.

If reasonably available, such policies shall include:

- (1) Agreed Amount Endorsement (or like endorsement);
- (2) Inflation Guard Endorsement;
- (3) Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the project is subject to a construction code provision which would become operative and require changes to undamaged portions of the improvements, thereby imposing significant costs in the event of partial destruction of the project by an insured peril;
- (4) Steam Boiler Coverage (if applicable) for loss or damage, resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location; and
- (5) All such policies must provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively; and that the policy is primary in the event the Owner has other insurance covering the same loss.

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- (B) Workmen's compensation, occupational disease and like insurance (if the Association has eligible employees);
- (C) Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:
- (1) covering events occurring anywhere on the Common Area (and public ways, if any) or arising out of or in connection with the use, ownership or maintenance of the Common Area;
 - (2) covering without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;
 - (3) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and
 - (4) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. (However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.)
- (D) Such other insurance as the Board of Directors may determine.
- (E) All such policies must provide that they may not be cancelled or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a First Mortgage which is listed as a scheduled holder of a First Mortgage in the insurance policy.

Section 2. Owners' Individual Policies. Each Owner should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, and his carpeting, wallcovering, fixtures, furniture, furnishings, and other personal property, and fixtures and other property supplied or installed by him or a previous Owner or tenant, provided that all such policies must, if obtained, contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

Section 3. Additional Coverages. In addition and supplemental to the foregoing powers, and not in limitation thereof, the Board of Directors shall have

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the authority at all times without action by the Owners to obtain and maintain in force all coverages and endorsements required by any agency or entity mentioned or referred to in subparagraph (III) of Section 7.A. of Article XI of this Declaration, for the acceptance of mortgages on Living Units or Lots, as such requirements are amended from time to time.

Section 4. Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Any Insurance Trustee must be a corporation or association organized or authorized to do business under the laws of the State of Indiana, and authorized and permitted by its charter documents and by state law to conduct a trust business.

Each Owner, by acceptance of a deed or other instrument of conveyance to his, her or its Lot, hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any Insurance Trustee is hereby required to receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Owners and their First Mortgage holders, as their interests may appear, and to apply and administer the same as follows:

- (A) All insurance proceeds paid to the Association or Insurance Trustee (hereinafter sometimes referred to merely as "Trustee") shall be deposited in escrow with a title insurance company or other depository acceptable to the Trustee and a majority of First Mortgagees of record.
- (B) The Owner of the Living Unit with respect to which the insured loss occurred shall, not later than thirty (30) days after insurance proceeds are deposited in accordance with paragraph (A) above, enter into a firm contract with a qualified builder providing

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for the reconstruction or remodeling of the Living Unit, to substantially the same condition as existed immediately prior to the insured loss; provided, however, that no contract shall be entered into by the Owner for an amount in excess of the insurance proceeds then held by the Trustee for said Living Unit, until additional funds are deposited by the Owner sufficient to cover all construction costs as determined by the Trustee and First Mortgagees. Said reconstruction or remodeling shall be commenced and completed with due diligence and in no event shall said work be completed later than 180 days after said insurance proceeds are deposited in escrow as aforesaid. The Association and First Mortgagees of record of the Living Units affected and the Lots underlying the same shall have the right, but not the obligation, to deposit such additional funds in excess of insurance proceeds as may be required to permit construction as herein provided and any such advances shall be a lien upon the Lot or Lots, subordinated, however, to the interests of First Mortgagees of record.

- (C) In the event the Owner fails to enter into a contract as provided in subparagraph (B) above, or in the event that reconstruction or remodeling is not commenced or completed as provided above, then the Trustee or the First Mortgagee of record, with the consent of the Trustee, shall have the right, but not the obligation, to enter into those contracts which it deems necessary to complete said reconstruction or remodeling of the Living Unit, and the Trustee or First Mortgagee shall have the right to have said insurance proceeds applied in satisfaction of any obligation incurred pursuant to said contracts, without liability of any kind to the Owner, including, but not limited to, interest on said insurance proceeds. The Trustee may employ any bonded party or parties as its agents in exercising those functions given to it in this Section 4. The Trustee shall be empowered to pay said agent a reasonable fee for the services rendered by said agent and to collect said charge from the Owner or Owners, as the case may be, and in the same manner as that which is provided herein for the collection of an insurance premium paid by the Association.

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(D) Disbursement of funds on deposit pursuant to subparagraph (A) above, for contracts for reconstruction or remodeling entered into under subparagraphs (B) and (C) above, shall be made by a title insurance company or other agent ("Agent") selected by Trustee and the affected First Mortgagees of record, subject to the following:

- (1) Article VI of this Declaration, entitled "Architectural Controls", shall apply to all said reconstruction or remodeling.
- (2) Receipt by Agent of such sworn construction statements, lists of subcontractors, lien waivers and receipts as it shall determine to be appropriate. Disbursements may be by periodic or progress payments, and Agent may make such inspections and withhold such payments as it deems necessary to insure completion in compliance with plans and specifications. Agent shall be entitled to a reasonable fee for the services rendered by it, and the Trustee may collect such fee from the Owner or Owners, as the case may be, and in the same manner as that which is provided herein for the collection of insurance premiums paid by the Association.
- (3) In the event a contract is entered into pursuant to subparagraph (B) hereinabove, the written consent of the Owner to said payment or payments.

(E) In the event that a remodeling or reconstruction contract is, for any reason, not entered into pursuant to the provisions of subparagraphs (B) and (C) hereinabove, within 180 days after deposit of insurance proceeds in escrow for a damaged or destroyed Living Unit, as herein provided, or in the event there are excess funds after reconstruction or remodeling, the proceeds or excess, as the case may be, shall be disbursed to each Owner and Mortgagee of record of the affected Lot as their interests appear.

(F) In the event the Owner whose property is damaged fails to make satisfactory arrangements for the repair and reconstruction of the damaged property and the Trustee decides to repair and reconstruct the damaged property, and it is determined by it that the insurance proceeds are not sufficient for all costs and expenses associated therewith, the Association or the First Mortgagee may deposit, arrange for and disburse funds over and above the insurance proceeds to complete the repair and reconstruction and to pay the costs associated and related therewith. Upon completion of the work, the Board of Directors may levy a Special-Charge Assessment against the Owner, which Special-Charge Assessment shall be a lien against the Lot having the effect of a special assessment lien under Article V

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hereof, but superior to all other annual and special assessments, and which lien may be enforced in the same manner as provided herein for other assessment liens. The Special-Charge Assessment shall be in the amount expended by the Trustee over and above the insurance proceeds received by the Trustee to repair and reconstruct the Owner's premises, including necessary costs, expenses and fees associated with the work.

- (G) Betterments or improvements made by any Owner to his Lot or Living Unit (subsequent to the date of initial completion of a Living Unit on such Lot by Declarant or others) shall be the responsibility of the Owner to insure separately (or by rider as above provided) if he desires the same insured. If the Trustee or First Mortgagee undertakes the reconstruction or remodeling of a Living Unit as above provided, the same need be restored only to substantially the same condition as the Living Unit was in as of the completion of original construction thereof.

Section 5. Insurance Premiums. Insurance premiums for any blanket property insurance coverage, and the other insurance coverages purchased by the Association, shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

ARTICLE XIII.

EMINENT DOMAIN

Section 1. The Association shall represent the Owners in any condemnation proceedings and in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed or other instrument of conveyance for his, her or its Lot, each Owner appoints the Association as such Owner's agent and attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their Mortgagees as their interests may appear.

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Section 2. Reconstruction. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association shall promptly cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), and the project is terminated by the election hereinabove required, the proceeds shall be allocated equally among each Lot, payable jointly to the Owners and mortgage holders thereof.

ARTICLE XIV.

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants, and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the Court shall be assessable against and payable by any persons violating the terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions herein and hereby established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

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Section 3. Access. For the purpose solely of performing the repairs and maintenance authorized by this Declaration, the Association, through its duly authorized agents, employees and contractors, shall have the right, after reasonable notice to the Owner (except in an emergency in which case no notice shall be required), to enter upon and into any Lot and Living Unit.

Section 4. Emergency Access. For the purpose of performing emergency repairs under this Declaration, or of taking emergency action to seal a Living Unit from weather or otherwise to prevent damage or destruction to any Lot or Living Unit, the Association, through its duly authorized agents, employees and contractors, shall have the right to enter upon and into any Lot or Living Unit at any time, without notice, with such persons and material as the Association deems necessary, to accomplish such emergency repairs or to take such emergency action.

Section 5. Severability. Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Notices. Any notice required to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

Section 7. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect.

Section 8. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

IN WITNESS WHEREOF, VILLAGE BUILDING CORPORATION, an Indiana corporation, has caused this document to be executed as of the day and year first above written.

VILLAGE BUILDING CORPORATION

ATTEST:

Richard H. Braun
Richard H. Braun, Secretary

By:

Kevin K. Kirkpatrick
Kevin K. Kirkpatrick, President

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Kevin K. Kirkpatrick and Richard H. Braun, the President and Secretary, respectively, of VILLAGE BUILDING CORPORATION, an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation for the purposes and uses therein set forth.

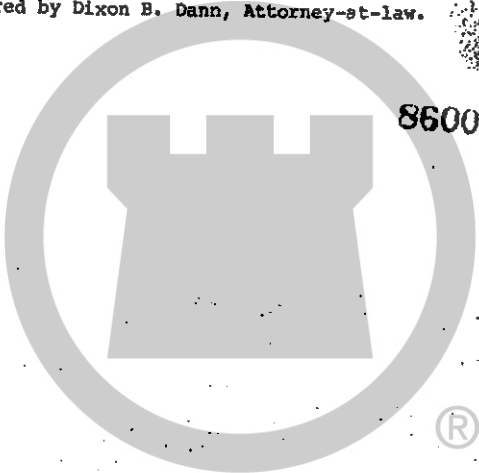
WITNESS my hand and Notarial Seal this 12th day of June, 1986.

My Commission Expires:
6-18-88

Kathleen A. Foley
KATHLEEN A. FOLEY, Notary Public

My County of Residence:
Marion

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.



CHICAGO TITLE

LEGAL DESCRIPTION OF
ORIGINAL REAL ESTATE

PARCEL I (Proposed Lot 4 in Steinmeier Village, Section 1):

Part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Quarter; thence along the North line thereof North 88 degrees 50 minutes 54 seconds East (assumed bearing) 928.90 feet; thence South 00 degrees 09 minutes 57 seconds West 192.13 feet; thence South 05 degrees 21 minutes 37 seconds West 55.23 feet to the Point of Beginning; thence South 00 degrees 09 minutes 57 seconds West 55.00 feet; thence South 89 degrees 50 minutes 03 seconds East 135.00 feet; thence North 00 degrees 09 minutes 57 seconds East 55.00 feet; thence North 89 degrees 50 minutes 03 seconds West 135.00 feet to the Point of Beginning, containing 0.17 acres more or less.

AND PARCEL II (Proposed Lot 5 in Steinmeier Village, Section 1):

Part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Quarter; thence along the North line thereof North 88 degrees 50 minutes 54 seconds East (assumed bearing) 928.90 feet; thence South 00 degrees 09 minutes 57 seconds West 192.13 feet; thence South 05 degrees 21 minutes 37 seconds West 55.23 feet; thence South 00 degrees 09 minutes 57 seconds West 55.00 feet to the Point of Beginning; thence South 89 degrees 50 minutes 03 seconds East 135.00 feet; thence South 00 degrees 09 minutes 57 seconds West 50.00 feet; thence North 89 degrees 50 minutes 03 seconds West 135.00 feet; thence North 00 degrees 09 minutes 57 seconds East 50.00 feet to the Point of Beginning, containing 0.16 acres, more or less.

AND PARCEL III (Proposed Lot 13 in Steinmeier Village, Section 1):

Part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Quarter; thence along the North line thereof North 88 degrees 50 minutes 54 seconds East (assumed bearing) 868.88 feet; thence South 00 degrees 09 minutes 57 seconds West 185.05 feet; thence South 05 degrees 33 minutes 23 seconds East 50.15 feet; thence South 00 degrees 09 minutes 57 seconds West 228.09 feet to a curve having a radius of 150.00 feet, the radius point of which bears North 89 degrees 50 minutes 03 seconds West; thence Southwesterly along said curve 123.00 feet to a point which bears South 42 degrees 51 minutes 06 seconds East from said radius point, which said point is the Point of Beginning; thence continue along said curve 5.57 feet to a point which bears South 40 degrees 43 minutes 21 seconds East from said 150.00 foot radius point; thence South 49 degrees 16 minutes 39 seconds West 44.43 feet; thence North 40 degrees 43 minutes 21 seconds West 115.00 feet; thence North 49 degrees 16 minutes 39 seconds East 50.00 feet; thence South 40 degrees 43 minutes 21 seconds East 114.90 feet to the Point of Beginning, containing 0.13 acres, more or less.

860050914

EXHIBIT "A"

LEGAL DESCRIPTION OF
ADDITIONAL REAL ESTATE

Part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Quarter Quarter Section; thence along the North line thereof North 88 degrees 50 minutes 54 seconds East (assumed bearing) 1058.932 feet; thence South 00 degrees 09 minutes 57 seconds West 481.573 feet to a point on the center line of the Norfolk and Western Railroad (as located December, 1984); thence along said Railroad center line South 49 degrees 16 minutes 39 seconds West 1318.107 feet to a point on the South line of said Quarter Quarter Section; thence along said South line South 88 degrees 59 minutes 57 seconds West 58.689 feet to the Southwest corner of said Quarter Quarter; thence along the West line thereof North 00 degrees 00 minutes 50 seconds East 1321.241 feet to the Point of Beginning, containing 22.456 acres, more or less.

EXCEPTING THEREFROM, the Original Real Estate.

860050914

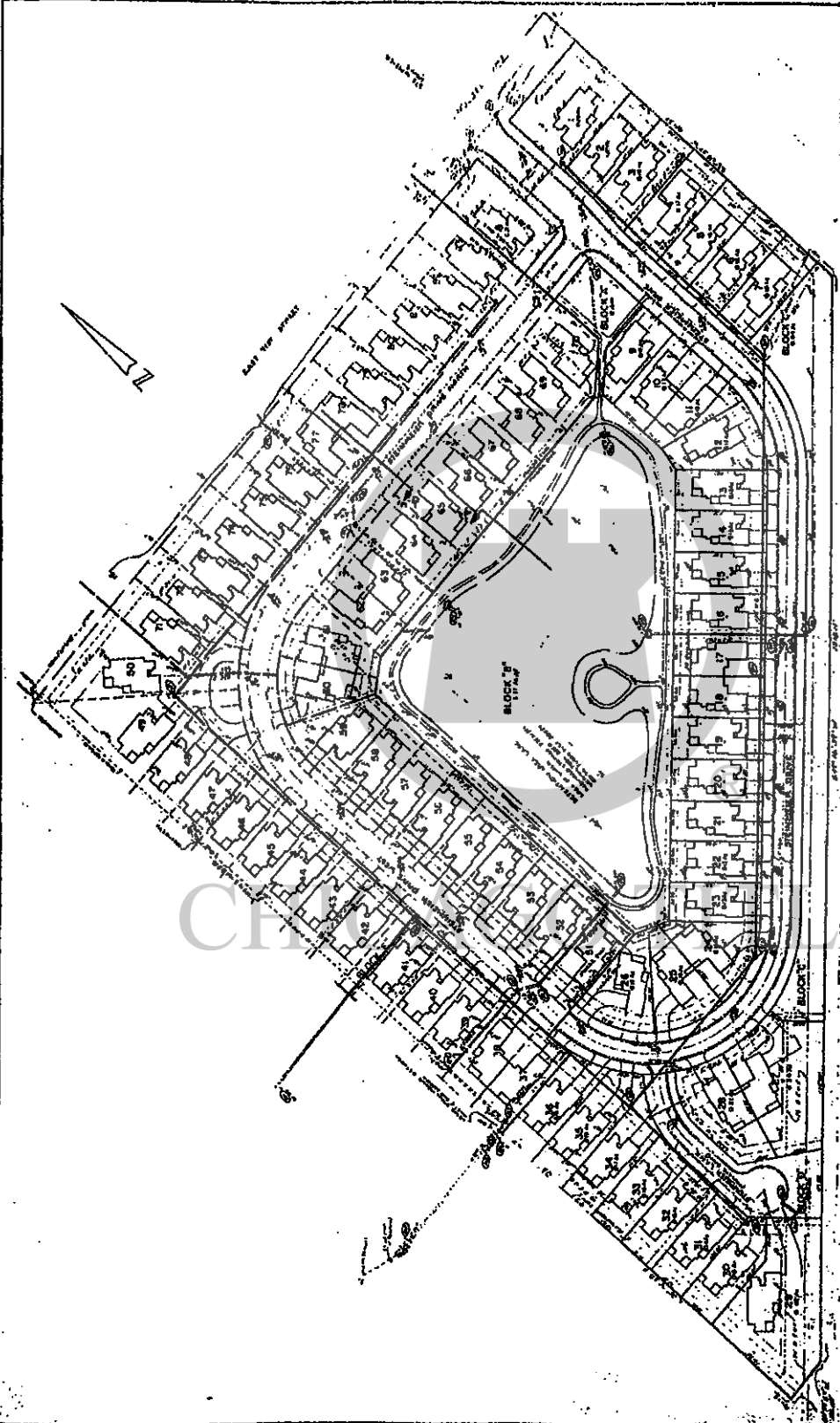


CHICAGO TITLE

EXHIBIT "B"

EXHIBIT "C"

860050914



860050914

DATE	NO.	BY	REVISION
10/1/86	1	PAUL L. CRIDE	PRELIMINARY SITE PLAN
10/1/86	2	PAUL L. CRIDE	REVISIONS
10/1/86	3	PAUL L. CRIDE	REVISIONS
10/1/86	4	PAUL L. CRIDE	REVISIONS
10/1/86	5	PAUL L. CRIDE	REVISIONS
10/1/86	6	PAUL L. CRIDE	REVISIONS
10/1/86	7	PAUL L. CRIDE	REVISIONS
10/1/86	8	PAUL L. CRIDE	REVISIONS
10/1/86	9	PAUL L. CRIDE	REVISIONS
10/1/86	10	PAUL L. CRIDE	REVISIONS
10/1/86	11	PAUL L. CRIDE	REVISIONS
10/1/86	12	PAUL L. CRIDE	REVISIONS
10/1/86	13	PAUL L. CRIDE	REVISIONS
10/1/86	14	PAUL L. CRIDE	REVISIONS
10/1/86	15	PAUL L. CRIDE	REVISIONS
10/1/86	16	PAUL L. CRIDE	REVISIONS
10/1/86	17	PAUL L. CRIDE	REVISIONS
10/1/86	18	PAUL L. CRIDE	REVISIONS
10/1/86	19	PAUL L. CRIDE	REVISIONS
10/1/86	20	PAUL L. CRIDE	REVISIONS
10/1/86	21	PAUL L. CRIDE	REVISIONS
10/1/86	22	PAUL L. CRIDE	REVISIONS
10/1/86	23	PAUL L. CRIDE	REVISIONS
10/1/86	24	PAUL L. CRIDE	REVISIONS
10/1/86	25	PAUL L. CRIDE	REVISIONS
10/1/86	26	PAUL L. CRIDE	REVISIONS
10/1/86	27	PAUL L. CRIDE	REVISIONS
10/1/86	28	PAUL L. CRIDE	REVISIONS
10/1/86	29	PAUL L. CRIDE	REVISIONS
10/1/86	30	PAUL L. CRIDE	REVISIONS
10/1/86	31	PAUL L. CRIDE	REVISIONS
10/1/86	32	PAUL L. CRIDE	REVISIONS
10/1/86	33	PAUL L. CRIDE	REVISIONS
10/1/86	34	PAUL L. CRIDE	REVISIONS
10/1/86	35	PAUL L. CRIDE	REVISIONS
10/1/86	36	PAUL L. CRIDE	REVISIONS
10/1/86	37	PAUL L. CRIDE	REVISIONS
10/1/86	38	PAUL L. CRIDE	REVISIONS
10/1/86	39	PAUL L. CRIDE	REVISIONS
10/1/86	40	PAUL L. CRIDE	REVISIONS
10/1/86	41	PAUL L. CRIDE	REVISIONS
10/1/86	42	PAUL L. CRIDE	REVISIONS
10/1/86	43	PAUL L. CRIDE	REVISIONS
10/1/86	44	PAUL L. CRIDE	REVISIONS
10/1/86	45	PAUL L. CRIDE	REVISIONS
10/1/86	46	PAUL L. CRIDE	REVISIONS
10/1/86	47	PAUL L. CRIDE	REVISIONS
10/1/86	48	PAUL L. CRIDE	REVISIONS
10/1/86	49	PAUL L. CRIDE	REVISIONS
10/1/86	50	PAUL L. CRIDE	REVISIONS

PAUL L. CRIDE, INC.
1000 W. 10TH ST.
DENVER, CO 80202



CONSENT OF MORTGAGEE

The undersigned, FIRST INDIANA FEDERAL SAVINGS BANK, an association organized under the laws of the United States of America ("First Indiana"), being the present holder of the following described mortgage and other items of collateral security (collectively, the "Collateral") encumbering all or portions of the Original Real Estate and the Additional Real Estate [each as described and defined in the above and foregoing Declaration of Covenants, Conditions, Restrictions and Easements for Steinmeier Village (the "Declaration")], to-wit:

1. Real Estate Mortgage and Security Agreement from Village Building Corporation, an Indiana corporation ("VBC"), to First Indiana dated September 13, 1985, and recorded September 13, 1985 as Instrument No. 85-79306 in the office of the Recorder of Marion County, Indiana;
2. Collateral Assignment of Rents from VBC to First Indiana dated September 13, 1985, and recorded September 13, 1985, as Instrument No. 85-79307 in said Recorder's office; and
3. Security interests granted to First Indiana by VBC pursuant to the aforesaid Real Estate Mortgage and Security Agreement, as evidenced by financing statements filed in the office of the Recorder of Marion County, Indiana on September 13, 1985 as Statement File No. 013734, and filed in the office of the Secretary of State of Indiana on September 17, 1985 as Statement File No. 1180178,

hereby CONSENTS to the execution and recording of the above and foregoing Declaration by VILLAGE BUILDING CORPORATION, and the submission of the Original Real Estate (as therein described) to the terms and provisions of said Declaration, and the undersigned further AGREES that its said Collateral with respect to said Original Real Estate shall be, and the same is hereby declared to be, subject and subordinate to the terms and provisions of the above and foregoing Declaration and all exhibits attached thereto and the documents incorporated therein, provided, however, that, except and to the extent that said Collateral is modified by this Consent, such Collateral shall remain in full force and effect, unaltered and enforceable in accordance with its terms, and no modification of such Declaration, exhibits and incorporated documents shall be binding upon First Indiana without its prior written consent so long as the Collateral remains as an encumbrance against any part of the Original Real Estate or the Additional Real Estate.

860050914

EXECUTED THIS 12th day of June, 1986.

ATTEST


David S. Gunderson

FIRST INDIANA FEDERAL SAVINGS BANK

By: 
John S. Thullen

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.

STATE OF INDIANA)
) S8:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John J. Thullen and David J. Gunderson, the Vice President and Assistant Treasurer, respectively, of FIRST INDIANA FEDERAL SAVINGS BANK, an association organized under the laws of the United States of America, who acknowledged the execution of the above and foregoing Consent of Mortgages in the capacities therein stated for and on behalf of said association for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this _____ day of _____, 1986.

My Commission Expires:

April 16, 1988

My County of Residence:

Marion

M. Virginia Hammond
M. VIRGINIA HAMMOND Notary Public

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.

860050914

CHICAGO TITLE

CROSS REFERENCE

860074801

FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR STEINMEIER VILLAGE

DULY ENTERED
FOR TAXATION

AUG 11 1986 022251

COUNTY RECORDER
Faye A. Henry

950
4

THIS AMENDMENT (hereinafter referred to as the "Amendment"), made this 11 day of August, 1986, by VILLAGE BUILDING CORPORATION, an Indiana corporation (hereinafter referred to as the "Declarant"),

WITNESSETH:

WHEREAS, Declarant has heretofore executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Steinmeier Village, dated June 13, 1986, which was recorded on June 13, 1986 as Instrument No. 86-50914 in the office of the Recorder of Marion County, Indiana (hereinafter referred to as the "Declaration") by which Declarant, as the owner of the real estate therein described as the "Original Real Estate", subjected the Original Real Estate to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens set forth in the Declaration, and by which Declarant reserved the right to further subject all or any part of other real estate (described in the Declaration as the "Additional Real Estate") to the Declaration; and

WHEREAS, Declarant is still the owner of all of the Original Real Estate and the Additional Real Estate (except for such portions thereof as were dedicated to the public for street right-of-way purposes by the plat of Steinmeier Village, Section 1, recorded June 13, 1986 as Instrument No. 86-50915 in said Recorder's office, and by the plat of Steinmeier Village, Section 2, recorded July 22, 1986 as Instrument No. 86-66442 in said Recorder's office); and

WHEREAS, in order to clarify certain provisions contained in the Declaration relating to the rights of Owners to maintain encroachments by Living Units on their respective Lots on adjacent property, Declarant desires and intends hereby to amend the Declaration in the particulars hereinafter described;

NOW, THEREFORE, in consideration of the premises, and in order to clarify certain provisions contained in the Declaration, Declarant hereby covenants, agrees and declares as follows:

1. Section 7 of Article IV of the Declaration shall be, and the same hereby is, amended to read as follows:

"Section 7. Easements for Encroachments and Support. Notwithstanding any other provisions contained in this Declaration, in the event that any Living Unit or any structure containing one or more Living Units or any improvements appurtenant to and a part of any Living Unit encroaches upon any Lot, or upon any part of the Common Area, or upon any other portion of the Original Real Estate or the Additional Real Estate other than the Lot upon which such Living Unit, structure or improvement is primarily located, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, or if any such Living Unit, structure or improvement requires lateral or subjacent support from property adjoining the Lot upon which such Living Unit, structure or improvement is primarily located, then the following perpetual rights and easements shall exist and are hereby granted and created:

- A. a perpetual easement appurtenant to such encroaching Living Unit, structure or improvement for the continuance of any such encroachment on the property encroached upon, including the right to reconstruct, repair or replace the same to the extent of the encroachment as it may exist immediately upon completion of the original construction of such Living Unit, structure or improvement; and

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
AUG 11 12 14 PM '86

APPROVED THIS 11
DAY OF AUGUST 1986
ASSESSOR OF WASHINGTON TWP.
Michael S. Kelly
DRAFTSMAN

- B. a perpetual right and easement appurtenant to each Living Unit, structure or improvement requiring lateral or subjacent support from property adjoining the Lot upon which such Living Unit, structure or improvement is primarily located, for such lateral or subjacent support as is required upon and by such adjoining property.

Without limiting the generality of the foregoing provisions of this Section 7, it is intended that the above described perpetual rights and easements shall exist, and are granted and created, to permit the construction and maintenance of some, any or all Living Units in accordance with Declarant's intended plan for construction of the same as hereinafter described. In accordance with and as permitted by the PUD Plan, Declarant intends that some, any or all Living Units may be constructed with one (1) of their finished exterior perimeter walls located immediately adjacent to portions of a lot line of the Lots upon which such Living Units are primarily located. In such cases, the foundation block and facing brick (or other exterior finish material) of such finished perimeter walls will be intended to be located at the lot line of such Lots, the footings or other foundations beneath the foundation block of such walls will necessarily extend beyond the lot line of such Lots and thereby encroach upon the property adjoining such Lots, and various other improvements appurtenant to and a part of such Living Units will extend beyond the lot line of such Lots and thereby encroach upon the property adjoining such Lots, such as (but not limited to) eaves, cornices, roof overhangs, gutters, downspouts and other similar items which normally overhang and extend beyond building foundations. It is intended by Declarant that the foregoing rights and easements shall exist for the purpose of permitting construction and maintenance of some, any or all of the Living Units in the manner described above, and for the further purpose of permitting the continued maintenance of any unintentional encroachments by Living Units upon any property adjoining the Lots upon which such Living Units are primarily located. The rights and easements existing, created and granted pursuant to this Section 7 shall be senior and superior to all other rights, interests and easements in the property encroached upon or which is required to furnish lateral or subjacent support, to the end that such encroachments may exist and such support shall be furnished perpetually."

2. The Declaration, as amended, modified and clarified by this Amendment, is and shall remain in full force and effect as to the property which, by the terms of the Declaration, is subject to the Declaration from time to time.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the day and year first hereinabove set forth.

VILLAGE BUILDING CORPORATION,
an Indiana corporation

860074801

By:


Kevin K. McPatrick, President

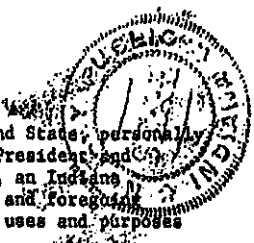
ATTEST:


Richard H. Braun, Secretary

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Kevin K. Kirkpatrick and Richard H. Braun, the President and Secretary, respectively, of VILLAGE BUILDING CORPORATION, an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation for the uses and purposes therein set forth.



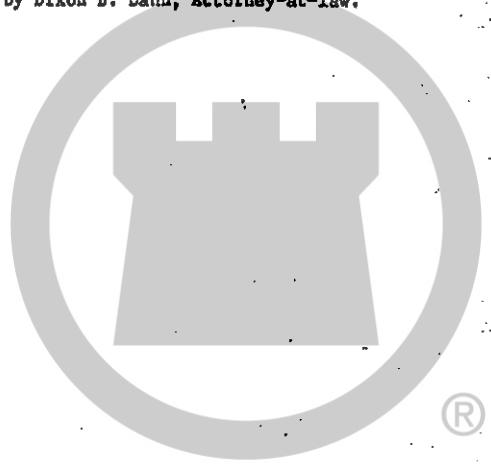
WITNESS my hand and Notarial Seal this 17 day of August, 1986.

Kate Foley
_____, Notary Public
Kate Foley

My Commission Expires:
10-30-86

My County of Residence:
Marion

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.



CHICAGO TITLE

860071801

CONSENT OF MORTGAGEE

The undersigned, FIRST INDIANA FEDERAL SAVINGS BANK, an association organized under the laws of the United States of America ("First Indiana"), being the present holder of the following described mortgage and other items of collateral security (collectively, the "Collateral") encumbering all or portions of the Original Real Estate and the Additional Real Estate [each as described and defined in the Declaration referred to in the above and foregoing First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Steinmeier Village (the "Amendment")], to wit:

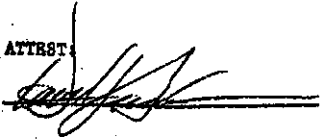
1. Real Estate Mortgage and Security Agreement from Village Building Corporation, an Indiana corporation ("VBC"), to First Indiana dated September 13, 1985, and recorded September 13, 1985, as Instrument No. 85-79306 in the office of the Recorder of Marion County, Indiana;
2. Collateral Assignment of Rents from VBC to First Indiana dated September 13, 1985, and recorded September 13, 1985, as Instrument No. 85-79307 in said Recorder's office; and
3. Security interests granted to First Indiana by VBC pursuant to the aforesaid Real Estate Mortgage and Security Agreement, as evidenced by financing statements filed in the office of the Recorder of Marion County, Indiana on September 13, 1985 as Statement File No. 013734, and filed in the office of the Secretary of State of Indiana on September 17, 1985 as Statement File No. 1180178,

heraby CONSENTS to the execution and recording of the above and foregoing Amendment by VILLAGE BUILDING CORPORATION, and the amendments, modifications and clarifications of said Declaration made thereby, and the undersigned further AGREES that its said Collateral shall be, and the same is hereby declared to be, subject and subordinate to the terms and provisions of the above and foregoing Amendment; provided, however, that, except and to the extent that said Collateral is modified by this Consent, such Collateral shall remain in full force and effect, unaltered and enforceable in accordance with its terms, and no further amendment or modification of said Declaration, or the exhibits thereto and documents incorporated therein shall be binding upon First Indiana without its prior written consent so long as the Collateral remains as an encumbrance against any part of the Original Real Estate or the Additional Real Estate.

EXECUTED THIS 11 day of August, 1986.

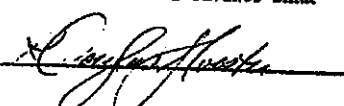
860071801

ATTEST:



FIRST INDIANA FEDERAL SAVINGS BANK

By:



This Instrument was prepared by Dixon B. Dana, Attorney-at-law.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared P. Douglas Sylvester and David J. Gunderson, the Senior Vice President and Assistant Treasurer respectively, of FIRST INDIANA FEDERAL SAVINGS BANK, an association organized under the laws of the United States of America, who acknowledged the execution of the above and foregoing Consent of Mortgage in the capacities therein stated for and on behalf of said association for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 11 day of August, 1986.

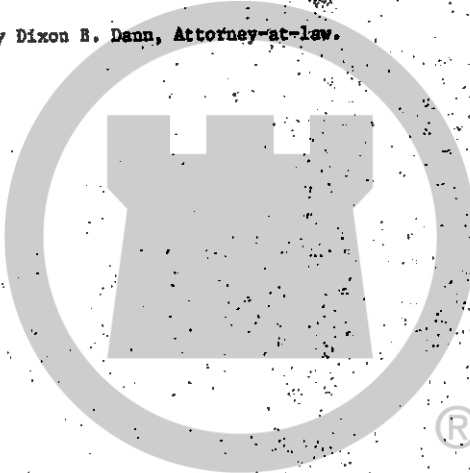
Victoria L. Hensley
Notary Public

My Commission Expires:

My County of Residence:

VICTORIA L. HENSLEY - Notary Public
Commission Expires 4-30-87
County of Residence: Johnson

This Instrument was prepared by Dixon B. Dann, Attorney-at-law.



CHICAGO TITLE

860071801

120

**AMENDED & RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR STEINMEIER VILLAGE**

THIS AMENDED & RESTATED DECLARATION is hereby executed this 22 day of NOVEMBER, 1995.

WITNESSETH:

WHEREAS, the Steinmeier Village subdivision in Marion County, Indiana was established upon the filing of a certain "Declaration of Covenants, Conditions, Restrictions and Easements for Steinmeier Village" with the Marion County Recorder's Office on June 13, 1986, as Instrument No. 86-50914 (hereafter referred to as the "Original Declaration"), and upon the recording of Plats for the same; and

WHEREAS, by the Original Declaration, the developer of Steinmeier Village subjected the property which is described in Exhibit "A" attached hereto and incorporated herein to the terms and conditions of the Original Declaration (hereafter referred to as the "Real Estate"); and

WHEREAS, the Original Declaration and Plats established within Steinmeier Village and certain areas designated as Common Areas; and

WHEREAS, the original developer of Steinmeier Village created a residential community with eighty (80) buildings containing a total of eighty-two (82) residential dwellings with public and private streets, a retention lake, perimeter walls and fences, private access drives, private open spaces and landscaped areas, and other common facilities, for the benefit of such residential community, to be known as STEINMEIER VILLAGE; and

WHEREAS, the original developer of Steinmeier Village desired to provide for the preservation and enhancement of the values and amenities in such community and the Common Areas therein contained, and to this end, the original developer subjected the Property to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent provided in the Original Declaration, for the benefit of the Property and each Owner of all or part thereof; and

WHEREAS, the original developer deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which would be delegated and assigned the powers of owning, maintaining and administering the Common Areas located on the Property, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance, repairs and replacements of buildings as hereinafter provided, and promoting the health, safety and welfare of the Owners of the Property, and all parts thereof; and

WHEREAS, on June 18, 1986, the original developer caused to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name "Steinmeier Village Homeowners Association, Inc." as such agency for the purpose of exercising such functions; and

WHEREAS, the "Applicable Date" referred to in the Original Declaration has already passed; and

11/29/95 10:25AM JOAN N. ROMERIL MARION CTY RECORDER REC 252.00 PAGES:122
Inst # 1995-0153689

WHEREAS, the Owners of Lots within Steinmeier Village desire to amend certain provisions of the Original Declaration and to restate the same for the convenience of the Owners; and

WHEREAS, Article IV, Section 4.1 of the Original Declaration provides that the terms of the same may be amended prior to the year 2010 by a written instrument signed by the Owners of at least ninety percent (90%) of the total number of Lots in Steinmeier Village; and

WHEREAS, the Annual Meeting of the Association was held on November 2, 1995; and

WHEREAS, one of the purposes of said Annual Meeting as stated in the notice thereof was for the Owners to consider and vote upon the following Amended & Restated Declaration; and

WHEREAS, another purpose of said Annual Meeting as stated in the notice thereof was for the Owners to vote upon the Amended & Restated Code of By-Laws of the Association, which was also approved by the Owners at said meeting and which is incorporated herein as Exhibit "C"; and

WHEREAS, the undersigned Owners, representing more than ninety percent (90%) of the eighty-two (82) Lots in Steinmeier Village, hereby approve of the amendment and restatement of the Declaration according to the following provisions.

NOW, THEREFORE, the Owners hereby declare that the Property was, is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which were and are declared to be in furtherance of a plan for preservation and enhancement of the Property, and were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property as a whole and of each of the Lots situated therein, and which ran and shall continue to run with the Property and be binding upon all parties having any right, title or interest in the Property, their heirs, successors and assigns.

ARTICLE I DEFINITIONS

Section 1.1. Definitions. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(A.) "Association" shall mean Steinmeier Village Homeowners Association, Inc., an Indiana nonprofit corporation, its successors and assigns.

(B.) "Board" or "Board of Directors" shall mean the board of directors of the Association.

(C.) "Common Area" or "Common Areas" shall mean those portions of the Real Estate which are at any time part of the Property, which are shown upon any recorded subdivision plat of the Real Estate (or any part thereof) and which are not identified as individually numbered Lots on any such plat, other than portions thereof (such as streets) which are dedicated to or owned by the

public or a governmental agency, including all improvements and structures constructed or to be constructed thereon.

(D.) "Declarant" shall mean Village Building Corporation, an Indiana corporation, which was the original developer of Steinmeier Village.

(E.) "Living Unit" shall mean a residential housing unit consisting of a group of rooms and hallways which are designed or intended for use as living quarters for one family or housekeeping unit. In addition, Living Unit shall be deemed to include as a part thereof any enclosed garage, enclosed or covered porch, or patio appurtenant to such Living Unit. There are eighty-two (82) Living Units in Steinmeier Village. Of these, seventy-eight (78) Living Units are in separate, "freestanding" buildings. The remaining four (4) Living Units are in two (2) "doubles".

(F.) "Lot" shall mean and refer to any and each plot of land at any time included in the Property (with the exception of Common Area) designed and intended for use as a building site for, or developed and improved for use as, a Living Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Living Unit), as designated by Declarant by its deed of the same to another Person; provided, however, that for purposes of this Declaration a "Lot" will not necessarily be the same as any one (1) numbered parcel of land shown upon, and identified as a lot on any recorded subdivision plat of the Real Estate, or any part thereof, and for purposes hereof a "Lot" may be (i) any one (1) such numbered parcel of land identified as a lot on such plat, (ii) part of such a numbered parcel of land, (iii) such a numbered parcel of land combined with part or all of another such numbered parcel of land, or (iv) parts or all of two (2) or more of such numbered parcels of land. The determination of what portion of the Property constitutes a "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, each tract of land which is a part of the Property and which is conveyed by Declarant to another Person for use as a building site for, or developed and improved for use as, a Living Unit (which shall be deemed to include any other buildings or improvements appurtenant to such Living Unit). Notwithstanding the foregoing, if after the initial conveyance of a portion of the Property by Declarant to another Person it is agreed between Declarant and such Person to enlarge or reduce or otherwise change the portion of the property so originally conveyed to such Person as a "Lot", then the determination of what portion of the Property constitutes such "Lot" for purposes of this Declaration shall be made by reference to, and shall mean, such "Lot" initially so conveyed by Declarant, as the same has been adjusted or changed at any time by conveyances by and between Declarant and such Person. Any deed or other instrument of conveyance so adjusting or changing the description of a "Lot" shall state on its face that it is made for such purpose. Any part of a "Lot" conveyed to Declarant shall, upon such re-conveyance, lose its character as part of a "Lot" and may thereafter be conveyed by Declarant as part of another "Lot". The foregoing procedures may be used to correct errors in descriptions, to adjust boundary lines of "Lots" or for any other reason.

(G.) "Member" shall mean any person or entity holding membership in the Association as provided in Article III hereof.

(H.) "Mortgage" shall mean any mortgage or other security instrument by which a Lot or any part thereof or any structure thereon is encumbered.

(I.) "Mortgagee" shall mean any person or entity named as the Mortgagee under any Mortgage or any successors or assigns to the interest of such person or entity under such Mortgage prior to acquisition of the fee simple title to the property encumbered by such Mortgage.

(J.) "Real Estate" shall mean the parcel or parcels of real estate in Marion County, Indiana, described in Exhibit "A" attached to and incorporated in this Declaration.

(K.) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(L.) "Person", whether appearing in upper case or lower case form, shall mean an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

(M.) "Property" shall mean and refer to the Real Estate.

(N.) "PUD Plan" shall mean and refer to the "Amended Final Proposed Preliminary Plan (Planned Unit Development)" approved by the Metropolitan Development Commission of Marion County, Indiana on May 1, 1985, governing the development of the Real Estate, pursuant to which the Real Estate was zoned to the D-P Zoning District classification under Rezoning Docket No. 84-Z-149 (84-DP-12), which "Amended Final Proposed Preliminary Plan (Planned Unit Development)" is incorporated herein by reference, as the same may hereafter be amended in accordance with its terms or as permitted by law.

(O.) "Zoning Covenants" shall mean and refer to the written covenants or commitments heretofore entered into by the original developer of Steinmeier Village in connection with the zoning of the same, which covenants are recorded as Instrument No. 85-37370 in the office of the Recorder of Marion County, Indiana, and which covenants are incorporated herein by reference, as the same may hereafter be amended in accordance with their terms or as permitted by law.

Section 1.2. Other Definitions. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1. Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. The Owner of any Lot at any time subject to this Declaration and all other Persons having any right, title or interest therein, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, or the acceptance of any right, title or interest therein or thereto, or (ii) by the act of occupancy of any Lot, shall accept such deed, execute such contract, accept such right, title or interest, and undertake such occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration. By acceptance of such deed, execution of such contract, acceptance of such right, title or interest, or undertaking such

occupancy, each Owner and all other such Persons acknowledge the rights and powers of the Association with respect to or under this Declaration, and, for himself, his heirs, personal representatives, successors and assigns, covenants, agrees and consents to and with the Association, and the Owners and subsequent Owners of each of the Lots affected by this Declaration, to keep, observe, perform and comply with the terms and provisions of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 3.1. Membership. Every Owner of a Lot shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and there shall be required, one membership for each such Lot. Each such membership shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

Section 3.2. Transfer. Memberships in the association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process.

Section 3.3. Voting. The Association shall have one (1) class of voting membership, of which all Owners shall be a part. Members shall be all Owners of Lots, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of members upon which the Owners are entitled to vote. When more than one person holds title to any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot. There can be no split vote.

Section 3.4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, such Owner's right to vote as a member of the Association shall be suspended in the manner as set forth in the Association's Articles of Incorporation and/or By-Laws and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE IV PROPERTY RIGHTS

Section 4.1. General Provisions.

(A.) All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee from time to time of any Lots and the owner and

mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

(B.) The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending December 31, 2010, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided. Except as hereinafter provided, this Declaration may be amended during the initial term provided above by an instrument signed by not less than ninety percent (90%) of the Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Certain amendments also require additional approval as specified in Article XI hereof.

Section 4.2. Rights of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, limited, however, to and for the use and purposes for which any portion of the Common Area is designed and intended, which right and easement shall include, but not be limited to, use and enjoyment of open spaces and all other parts of the Common Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(A.) The right of the Board of Directors to pass reasonable rules with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same;

(B.) As more fully described in Section 3.4 of this Declaration and the Association's Articles of Incorporation and/or By-Laws, the right of the Board of Directors to suspend the voting rights and right to the use of recreational facilities, if any, situated upon the Common Area (but not rights of access to Lots) by an Owner;

(C.) The right of the Board of Directors to levy assessments as provided in this Declaration; and

(D.) The rights of the Association reserved under Sections 4.4 and 4.5 of this Article IV or elsewhere in this Declaration.

Section 4.3. Delegation of Enjoyment. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to residents of his Lot, including the members of his family, his tenants, or contract purchasers.

Section 4.4. Association's Rights.

(A.) The Association, acting through the Board of Directors, shall have the right to manage, repair, maintain, improve and operate the Common Area (including by way of example, but not limited to, landscaping thereof).

(B.) The Association, acting through the Board of Directors, shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in Section 4.4.A. above, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration, and provided, further, that the mortgage shall have received the prior written approval specified in Article XI hereinbelow.

(C.) The Association, acting through the Board of Directors, shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities and other purposes necessary or useful for the proper maintenance or operation of the project, subject to any prior written approval required by Article XI hereinbelow.

(D.) The Property shall be subject to easements of record on the date the various portions thereof became subject to this Declaration, and to any easements in the Common Area granted by the original developer of Steinmeier Village or the Association (subject to the approval referred to in the preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lots or the Common Area.

(E.) Anything herein apparently to the contrary notwithstanding, except as otherwise expressly herein provided for, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received the prior written approval specified in Article XI hereinbelow.

Section 4.5. Non-Dedication to Public Uses. Nothing contained in this Declaration or in any subdivision plat of any part of the Real Estate shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Areas being reserved to the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and upon all of the conditions, set forth in this Declaration.

Section 4.6. Easement for Unintentional Encroachment. Notwithstanding any other provisions contained herein, in the event that any Living Unit or any structure containing one or more Living Units or any improvements appurtenant to and a part of any Living Unit encroaches upon any Lot, or upon any part of the Common Area, or upon any other portion of the Real Estate other than the Lot upon which such Living Unit, structure or improvement is primarily located, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the Property, or if any such Living Unit, structure or improvement requires lateral or subjacent support from property adjoining the Lot upon which such Living Unit, structure or improvement is primarily located, then the following perpetual rights and easements shall exist and are hereby granted and created:

- A. a perpetual easement appurtenant to such encroaching Living Unit, structure or improvement for the continuance of any such encroachment of the property encroached upon, including the right to reconstruct, repair or replace the same to the extent of the encroachment as it may exist immediately upon completion of the original construction of such Living Unit, structure or improvement; and
- B. a perpetual right and easement appurtenant to each Living Unit, structure or improvement requiring lateral or subjacent support from property adjoining the Lot upon which such Living Unit, structure or improvement is primarily located, for such lateral or subjacent support as is required upon and by such adjoining property.

Without limiting the generality of the foregoing provisions of this Section 4.6, it is intended that the above described perpetual rights and easements shall exist, and are granted and created, to permit the construction and maintenance of some, any or all Living Units in accordance with the original developer's plan for construction of the same as hereinafter described. In accordance with and as permitted by the PUD Plan, some, any or all Living Units may be, or have been, constructed with one (1) of their finished exterior perimeter walls located immediately adjacent to portions of a lot line of the Lots upon which such Living Units are primarily located. In such cases, the foundation block and facing brick (or other exterior finish material) of such finished perimeter walls will be intended to be located at the lot line of such Lots; the footing or other foundations beneath the foundation block of such walls will necessarily extend beyond the lot line of such Lots and thereby encroach upon the property adjoining such Lots, and various other improvements appurtenant to and a part of such Living Units will extend beyond the lot line of such Lots and thereby encroach upon the property adjoining such Lots, such as (but not limited to) eaves, cornices, roof overhangs, gutters, downspouts and other similar items which normally overhang and extend beyond building foundations. The foregoing rights and easements shall exist for the purpose of permitting construction and maintenance of some, any or all of the Living Units in the manner described above, and for the further purpose of permitting the continued maintenance of any unintentional encroachments by Living Units upon any property adjoining the Lots upon which such Living Units are primarily located. The rights and easements existing, created and granted pursuant to the this Section 4.6 shall be senior and superior to all other rights, interests and easements in the property encroached upon or which is required to furnish lateral or subjacent support, to the end that such encroachments may exist and such support shall be furnished perpetually.

Section 4.7. Parking Rights Each Lot contains parking areas (including garages) for the use of its Owner as required by the Zoning Covenants.

Section 4.8. Common Areas.

(A.) Common Areas. Pursuant to the final recorded plats for the Real Estate, the Declarant constructed and established the following Common Areas:

- (1) Block "A" primarily as an open space, with landscaping to reach Block "B";
- (2) Block "B" as a water retention lake or pond, with a promontory, landscaping and other amenities for leisure usage by Owners, their guests and invitees;

(3) Block "C" as an open space, with mounding, landscaping and other screening material;

(4) Block "D" as a private street or drive (to be known as Steinmeier Lane") to provide access to the parcels of land noted as lots 28 through 34, inclusive;

(5) Block "E" as an open space. Said Block "E" may also be used for the extension of utility services to the Real Estate. If required by any governmental authorities or insurance underwriters, a secondary entrance and roadway to serve the Real Estate may be established and maintained through said Block "E" to connect Steinmeier Drive West with 70th Street (which extends westerly from the west end of Block "E") for use by emergency vehicles and personnel only; provided, however, that if such a secondary entrance and roadway are established, they shall be equipped with a breakaway gate at the west end of Block "E" to prevent use thereof by the general public;

(6) Along (or in proximity to) the south, west and east boundary lines of the Real Estate, the Declarant installed a fence; and along (or in proximity to) the north boundary line thereof (south of any portion thereof dedicated as a public street, and excluding the area occupied by the entrance thereto), the Declarant installed a combination wood and brick fence and wall and landscaping.

(B) Ownership of Common Areas. The Association shall own all Common Area in fee simple title.

ARTICLE V ASSESSMENTS

Section 5.1. Personal Obligations. Each Owner of a Lot by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas (including, but not limited to, any and all streets and roadways constructed or located thereon) and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and costs of hazard and liability insurance for Common Areas and any other common property hazard insurance for Living Units; exterior maintenance of Living Units and Lots; snow removal, trash removal, sewer charges and water charges; street lighting; and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements or operating deficits, such assessments to be established and collected as hereinafter provided. Any assessments authorized herein, together with late charges, interest, costs and reasonable attorneys' fees, shall be a continuing lien from the first day of January (for annual

assessments) and from the date the first installment is payable (for special assessments) against the Lot assessed. Such annual assessments shall be due and payable in advance in twelve (12) equal monthly installments on the first day of each and every month or, if so determined by the Board of Directors, in such other periodic installments as may be specified by the Board of Directors. Each assessment, together with late charges, interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date said assessment became due and payable. Said personal obligation of an Owner shall not pass to his successors in title or interest unless expressly assumed by them. No Owner shall escape liability for the assessments which fell due while he was the Owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his Lot or Living Unit.

Section 5.2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and residents of the Property, to construct, manage, improve, maintain, repair and administer the Common Area (including, but not limited to, any and all streets and roadways constructed or located thereon), for the exterior maintenance of Living Units and Lots, and for payment of any other costs and expenses incurred by the Association in connection with the performance of its duties, obligations and responsibilities hereunder. An adequate reserve fund shall be maintained for working capital and for the periodic maintenance, repair and replacement of those improvements and elements of the Common Areas and any other property that must be replaced on a periodic basis and those portions of the exterior of Living Units and Lots which the Association is required to maintain and which must be replaced on a periodic basis. Such reserve fund shall be maintained out of the regular annual assessments.

Section 5.3. Annual Assessments. In preparing the annual budget, the annual assessment applicable to each Lot may be increased by the Board of Directors each year by not more than ten percent (10%) above the annual assessment for the previous year without a vote of the membership. The annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at the annual meeting at which a quorum is represented. The annual budget shall be the basis for the annual assessments for the next year. The failure or delay of the Board of Directors to prepare a budget and furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Common Expenses as herein provided, whenever determined, and in the absence of an annual budget, the Owner shall continue to pay the then existing monthly assessment until such new annual budget and monthly assessment is established.

Section 5.4. Special Assessments. In addition to the annual assessments authorized above, the Association, acting through the Board of Directors, may levy a special assessment for the purpose of defraying, in whole or in part:

- (a) the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or which is deemed hereunder to be a part of the Common Area, including fixtures and personal property related thereto, and/or

(b) the cost of any unanticipated or extraordinary exterior maintenance of Living Units, Lots and other buildings located on the Property, or any other costs or expenses which were unexpected,

provided that any such special assessment shall have the assent of not less than two-thirds (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is represented.

Section 5.5. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. Annual assessments shall be collected on a monthly basis (or other periodic basis, if and as determined by the Board) and special assessments shall be collected as the Board determines.

Section 5.6. Commencement of Annual Assessments. The Board shall establish the amount of annual assessments against each Lot for the following calendar year and shall send written notice thereof to each Owner. The due date for payment of annual assessments shall be as set by the Board. The Board shall establish a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 5.7. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association or the managing agent (if any) setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid. A reasonable charge may be made by the Board for issuance of such certificate.

Section 5.8. Nonpayment of Assessments. Any assessments which are not paid when due shall be deemed delinquent. No Owner may exempt himself from paying annual or special assessments, or from contributing toward the Common Expenses or toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Area, or by abandonment of the Lot or Living Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all annual and special assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any annual or special assessments when due, the lien for such assessment on the Owner's Lot may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any annual or special assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (1) impose a late charge, which will be considered an addition to the assessment, in an amount not to exceed twenty-five percent (25%) of the assessment;
- (2) accelerate the entire balance of the unpaid assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;

(3) suspend such Owner's right to use the recreational facilities within Steinmeier Village and any other part of the Common Area as provided in the Indiana Nonprofit Corporation Act of 1991, as amended; and

(4) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

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

Section 5.9. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage ("First Mortgage") and to tax liens and liens for special assessments in favor of any taxing and assessing unit of government. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or remedies provided in a First Mortgage, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to charges which were payable prior to such sale or transfer. No such sale or transfer shall relieve a Lot from liability for any assessments thereafter becoming payable or from the lien thereof or shall relieve the person personally obligated to pay the same from personal liability for assessments payable prior to such sale or transfer or acquisition. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all Lots as a common expense.

ARTICLE VI ARCHITECTURAL CONTROLS

Section 6.1. Architectural Control Committee Authority. No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Property or on any Lot, hedges, walls, walkways and other structures, additional fences or exterior lighting, or changes in existing fences or exterior lighting, shall be commenced, erected or maintained (except such as were installed or approved by the original developer in connection with the initial construction of the Living Units and other buildings and improvements on the Property), until the written plans and specifications showing in reasonable detail the nature, kind, shape, height, composition, materials (including color), location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings in the Property and the topography by an architectural committee (the "Architectural Committee") composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. The chairperson of the Architectural Committee shall be a

member of the Board of Directors. In the event said Board, or its designated Committee, fails to approve or disapprove such design and location within forty-five (45) days after said written plans and specifications have been submitted to it, such approval will be deemed to have been given. The approvals of the Architectural Committee required hereunder shall be in addition to, and not in lieu of, any approvals as to such matters required to be obtained from any other persons or governmental agencies pursuant to the terms of any subdivision plat, statute, law, ordinance, other governmental regulation or otherwise.

Section 6.2. Restoration in Accordance with Original Plans. Any restoration or repair of the Common Areas or exteriors of Living Units, after a partial condemnation or damage due to fire or other casualty, shall be performed substantially in accordance with this Declaration and the original plans and specifications for the same, unless other action is approved by eligible holders holding First Mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to eligible holders of First Mortgages.

Section 6.3. Fences. Because of the close proximity of the Living Units to each other and the desire of the Owners to maintain as much "open space" as possible, no fences of any kind shall be permitted on any Lot or anywhere else on the Property except those which were originally constructed by the Declarant, or except as approved by the Architectural Committee.

ARTICLE VII OTHER RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1. The Common Area and Exteriors. The Association, subject to the rights and obligations of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements (if any) thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. Such responsibility (to the extent the same is not otherwise herein declared or stated to be the obligation or responsibility of Owners of Lots) shall include, but not be limited to, the maintenance and repair of the Common Area improvements, if any, and all other improvements or material located within or used in connection with the Common Area. Without limiting the foregoing, the perimeter fence and wall described in Section 4.8.A.6 hereof shall be deemed to constitute and be part of the Common Areas for purposes of maintenance and insurance hereunder. In order to preserve the uniform and high standard of the Property, the Association shall also be responsible for the maintenance and repair of the exterior of all Living Units and any other buildings and improvements located on Lots, and the Lots themselves, which responsibility shall include, but not be limited to, the following: the maintenance and repair of exterior surfaces of all buildings on the Property, including, without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs, downspouts and overhangs, the maintenance and repair of the exterior sides of exterior windows and doors, and necessary painting, staining and repair of patio and porch structures as originally built on a Lot (but not of additions thereto made by an Owner). Attached hereto and incorporated herein as Exhibit "B" is a detailed list of the items for which the Association and the Owners are responsible. The Association shall mow, trim, and otherwise care for and maintain all grass areas on the Lots and Common Areas, excluding, however, the watering of grass on the Lots which shall be the sole responsibility of the Lot Owners. The maintenance and

care of all trees, shrubbery, plants and other landscaping located on individual Lots (unless caused by an action or omission of the Association's contractor or employees maintaining the lawns) shall be the responsibility of the Owner thereof. All maintenance and repair of the individual Living Units and any other buildings shall be the sole obligation of and shall be performed at the sole cost and expense of the individual Owner thereof, except to the extent the exterior maintenance and repair is provided by the Association. In the event that the need for maintenance or repair provided hereunder to be performed by the Association is caused through the willful or negligent act of an Owner, his family, guests or invitees, the cost of such maintenance or repairs shall be charged to and paid by the Owner who (or whose family, guests or invitees) caused the need therefor, and the cost thereof shall, until paid, be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 7.2. Services. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, the enforcement of this Declaration or any proceedings or controversy in which the Board determines it is necessary or advisable to have professional advice. The Association shall, or may arrange with others to, furnish trash collection and such other common services to each Lot as it deems desirable, including, without limitation, snow removal from individual driveways and front sidewalks serving Living Units on a basis consistent with recognized guidelines for normal and customary property management. Any agreement for professional management of the Property must provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice and by either party for cause upon thirty (30) days or less written notice and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one-year terms.

Section 7.3. Utilities. The Association shall pay as a common expense all charges for electricity, water, sewer and other utilities used upon the Common Area. In lieu of maintaining separate water lines for the purpose of watering the Common Area (or for other necessary uses of water relating to common property), the Association may draw water for such purposes from exterior sillcocks on each Living Unit or Lot, provided that it rotates such drawing among Living Units or Lots in reasonable proximity to the area requiring water by a schedule or other reasonable means so as to approximately equalize the amount of water taken from each such Living Unit or Lot over the period of necessary usage.

Section 7.4. Hazard and Liability Insurance for Common Property. The Association shall procure fire and extended coverage insurance on insurable Common Areas and other common property on a current replacement cost basis in an amount not less than 100% of the insurable value thereof (based on current replacement only); and shall use the proceeds of such hazard insurance solely for the repair, replacement or reconstruction of such insurable Common Areas and other common property, including insured improvements. The cost of such insurance shall be assessed as provided in Article V above as part of the common expenses payable by the Owners as part of the annual assessment. Holders of First Mortgages ("First Mortgagees") on Living Units, jointly or

singly, may pay overdue premiums on hazard insurance policies, or may secure new hazard insurance coverage on the lapse of a policy, for the Common Areas and other common property, and First Mortgagees making such payment shall be owed immediate reimbursement therefor from the Association. The Association is authorized to enter into an agreement in favor of all First Mortgagees of Living Units establishing entitlement to such reimbursement.

ARTICLE VIII OWNERS' MAINTENANCE

Section 8.1. Upkeep and Maintenance. Each Owner shall be responsible for the upkeep and maintenance of his Living Unit, patio or porch, and all other areas, features or parts of his Lot, to the extent not otherwise required hereunder (including, but not limited to, Section 7.1 of Article VII hereof) to be maintained by the Association. An Owner shall do no act nor any work that will impair the structural soundness or integrity of any structure (including his own Living Unit), or an adjoining Living Unit, or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners, or the Common Areas.

Section 8.2. Heating of Living Units. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Living Unit which might result in damage to that or other Living Units, all Owners shall, at all times, maintain the temperature in their Living Units at not less than 55 degrees Fahrenheit, subject, however, to the inability to maintain such temperature due to causes beyond the Owner's reasonable control. Any damage resulting from the refusal or failure of an Owner to so maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the Owner's reasonable control) the cost thereof shall be assessed against the Lot of the refusing or failing Owner. However, if the failure to maintain such minimum temperature is due to causes beyond the Owner's reasonable control, the cost of such repair shall be a common expense of the Association.

ARTICLE IX PARTY WALLS

Section 9.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Living Unit upon the property and which connects two (2) or more Living Units or forms part of walls in two (2) or more Living Units shall constitute a party wall (any such wall being herein referred to as a "Party Wall") and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

Section 9.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of such Party Wall, proportionately.

Section 9.3. Destruction by Fire or Other Casualty. If any Party Wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such Party Wall or by the Association, and

repaired out of the proceeds of same, any Owner who has used the Party Wall may restore it, and if the other Owners thereafter make use of the Party Wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

Section 9.4. Weatherproofing. Notwithstanding any other provisions of this Article, to the extent that any damage to a Party Wall is not covered and paid for by the insurance provided for herein, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 9.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to such Owner's Lot and shall pass to such Owner's successors in title to such Lot.

Section 9.6. Arbitration. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Article, each party shall choose one arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten days after written request therefor from another party, the Board of Directors of the Association shall select an arbitrator for the refusing party.)

**ARTICLE X
GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS
APPLICABLE TO PROPERTY**

Section 10.1. Living Unit and Lot Restrictions. No more than one Living Unit shall be erected or maintained on each Lot. No Living Unit shall be used for purposes other than as a single family residence, nor shall any trade or business of any kind be carried on within a Living Unit or upon a Lot, nor shall any Lot or any part thereof be leased, sublet, assigned or suffered to be used for hotel or transient occupancy, provided that none of the following activities shall be considered a violation of this covenant:

- (A.) The maintenance of offices by the Association or its designated manager for purposes of management of the Property.
- (B.) Lease, rental or use of a Living Unit for purposes consistent with this Section.
- (C.) The use of a Living Unit by an Owner for incidental office purposes to the extent permitted by applicable zoning ordinances.

Section 10.2. Common Area Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "for sale" or "for rent" signs or any window display advertising be maintained or permitted on any part thereof. Common Areas shall be used only for the purposes for which the same are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the retention lake or

pond provided in Block "B" is intended to be an integral part of the storm water drainage system serving the Real Estate and is intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of such lake or pond which in anyway interferes with its proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing or ice skating shall be permitted in or on said lake or pond. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items shall be put into said lake or pond, except the Association may take steps to clear and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes. Fishing from the shore of such lake or pond shall be permitted subject to obedience and compliance with all applicable fishing and game laws, ordinances, rules and regulations.

Section 10.3. Obstructions. There shall be no obstruction of the Common Area, nor shall anything be permitted on any part the Common Area, without the prior written consent of the Board of Directors. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Board of Directors.

Section 10.4. Prohibition of Damage and Certain Activities. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof which would increase the rate of insurance on the Property or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept on any Lot or in any Living Unit or on or in any Common Area or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Property and buildings thereon shall be committed by any Owner or any invitee or tenant of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitees or tenants to the Association and other Owners. No noxious, destructive or offensive activity shall be allowed in any Living Units, on any Lots or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become a nuisance to any other Owner or to any other person at any time lawfully residing on the Property.

Section 10.5. Fences, Walls and Patios. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio upon the Property except as provided in Article VI hereinabove.

Section 10.6. No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area, or on a Lot so as to be visible from outside the Lot. The Common Area and all Lots shall be kept free and clear of all rubbish, debris and other unsightly materials.

Section 10.7. Animals. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in or on any Lot or on the Common Area or any part thereof, except that household pets may be kept on Lots, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purposes; provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently

removed from the Property subject to these restrictions upon three days' written notice from the Board, and provided further, that upon written request of 25% of the voting power of the Association, the Board of Directors shall have the authority to, and shall order the removal of, any pet.

Section 10.8. Prohibited Structures. No structure of a temporary character, trailer, boat, camper-bus, basketball hoops, tent, or shack shall be maintained on any Lot outside of a garage or other approved structure, nor shall any garage or other building except a permanent residence be used on any Lot at any time as a residence or sleeping quarters, either temporarily or permanently.

Section 10.9. Storage. Outside storage of any items, including but without limiting the generality of the foregoing, sporting equipment, toys, yard and garden tools and equipment and trash and garbage containers, shall not be allowed unless screened from view by enclosures so as to be effectively screened from view outside the Lot upon which the same are located. The design of such screened enclosure must be approved by the Association in accordance with the architectural control provisions hereof. The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal weed or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only in sanitary containers which are so screened. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor/trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Property, or on any part of the Common Area, either permanently or temporarily.

Section 10.10. Signs. No signs of any kind (other than designations, in such styles and materials as the Association shall by rule or regulation approve, of street addresses and names of occupants) shall be displayed to the public view on any Lot or Common Area, except that a "For Sale" or "For Lease" sign may be displayed on a Lot which is being offered for sale or lease provided that it is in such form, style and location as the Board may require.

Section 10.11. Satellite Dishes & Antennas. Except with the prior written approval and the authorization of the Board, no exterior satellite dish or television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Property, or on the Property itself.

Section 10.12. Rentals. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No Living Unit or Lot may be leased for a period of less than six (6) months. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his Living Unit.

Section 10.13. Rules and Regulations. The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Property, including the Common Area, as the Board in its sole discretion deems appropriate or necessary.

Section 10.14. Compliance with Zoning Covenants and PUD Plan. So long as the Zoning Covenants and the PUD Plan are in effect, no use shall be made of any part of the Property which violates, and all Owners, members of their families, their guests, tenants, invitees, and all occupants or other parties entitled to use or who may use any part of the Property shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants and the PUD Plan. Notwithstanding anything to the contrary contained herein or otherwise, this Section 10.14 may not be amended or modified in any manner whatsoever without the prior written consent of all parties who, at any time, may have the right to enforce or prevent violations of, or the right to approve any changes in, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Zoning Covenants and the PUD Plan.

ARTICLE XI RIGHTS FOR PROTECTION OF FIRST MORTGAGEES

Section 11.1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 11.2. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Lot or Living Unit and the address of such party (a holder of First Mortgage on a Lot or Living Unit who has so requested such notice shall be referred to herein as an "eligible mortgage holder" and an insurer or governmental guarantor of a First Mortgage on a Lot or Living Unit who has requested such notice shall be referred to herein as an "eligible insurer or guarantor"), any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (A) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot or Living Unit on which there is a First Mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (B) Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-Laws or Articles of Incorporation, by an Owner of a Lot or Living Unit subject to a First Mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (C) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (D) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article XI; and

(E) Any default in the performance by the Owner of any obligation under the Declaration or By-Laws which is not cured within sixty (60) days.

Section 11.3. Discontinuance of Professional Management. When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of Owners of Lots to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Lots or Living Units which have at least fifty-one percent (51%) of the votes of Lots or Living Units subject to eligible holder mortgages.

Section 11.4. Termination; Reallocation. Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must have the written approval of eligible holders holding mortgages on Lots which have at least fifty-one percent (51%) of the votes of Lots subject to eligible holder mortgages. No reallocation of interests in the Common Area or the Association resulting from a partial condemnation or partial destruction of the project may be effected without the prior written approval of eligible holders holding mortgages on all remaining Lots whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Lots subject to eligible holder mortgages.

Section 11.5. No Right of First Refusal. The right of an Owner to sell, transfer, or otherwise convey his Lot or Living Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association or other Owners.

Section 11.6. Liability for Unpaid Assessments. Any First Mortgagee who obtains title to or comes into possession of a Lot pursuant to the remedies provided in its First Mortgage or by foreclosure of the First Mortgage or by deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale in connection with any such First Mortgage, shall not be liable for the unpaid assessments of the Lot which were payable prior to the acquisition of title to or possession of such Lot by the First Mortgagee or such purchaser.

Section 11.7. Certain Amendments. In addition to other requirements set forth herein, unless at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the First Mortgagees of the Lots or their assigns (based upon one vote for each First Mortgage owned), and at least seventy-five percent (75%) (or such higher percentage as is required by law or this Declaration) of the Owners of the Lots (based upon one vote for each Lot owned) have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- (A.) terminate the legal status of the project (except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation);
- (B.) by act or omission, seek to abandon, petition, subdivide, encumber, sell or transfer the Common Areas; provided, however that the granting of easements, licenses or similar

rights for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed such a transfer;

(C.) use hazard insurance proceeds for losses to any Common Area or other common property for other than the repair, replacement or reconstruction of such common property;

(D.) add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the Common Area (or exterior maintenance of Living Units if applicable);
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use of the Common Area;
- (6) Responsibility for maintenance and repair of the several portions of the project;
- (7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (8) Boundaries of any Lot;
- (9) The interests in the general Common Area;
- (10) Convertibility of Lots into Common Area or of Common Area into Lots;
- (11) Leasing of Lots or Living Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot or Living Unit;
- (13) Any provisions which are for the express benefit of First Mortgage holders, eligible mortgage holders or eligible insurers or guarantors of First Mortgages on Lots,

except in accordance with procedures set forth in this Declaration and the By-Laws in the event of amendment or termination made as a result of destruction, damage or condemnation or with respect to a reallocation of interests in the Common Areas which might occur pursuant to any plan of expansion or phased development contained in this Declaration; or

(E.) by act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of the Common Area or other common property, party walls or common fences, or the upkeep of lawns and plantings.

For purposes of this Section, an addition or amendment to such document shall not be considered material if it is made (I) for the purpose of correcting clerical, typographical or technical errors, (II) for clarification only, (III) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, 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, (IV) to induce any of the agencies or entities mentioned or referred to in subsection (III) hereinabove to make, purchase, sell, insure or guarantee First Mortgages covering Lots and Living Units, or (V) to bring such documents into compliance with any statutory or other governmental requirements.

An eligible mortgage holder who receives a written request to approve additions or amendments but who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 11.8. Examination of Books and Records. First Mortgagees and holders, insurers and guarantors of First Mortgages shall have the right to examine the books and records of the Association, as set forth more fully in the By-Laws.

Section 11.9. Payment of Taxes and Insurance. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area or other common property and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area or other common property, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 11.10. Designation of Representative. Any holder of a First Mortgage on a Lot or Living Unit may designate a representative to attend meetings of members, but no such representative shall have any voting privileges unless such voting privileges have been granted to the holder of such First Mortgage by the Owner of the Lot involved.

Section 11.11. Distribution of Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the By-Laws shall be construed as giving to the owner or to any other party priority over any rights of First Mortgagees of Lots pursuant to their First Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or other common property.

**ARTICLE XII
INSURANCE**

Section 12.1. Maintenance of Insurance. The Association shall maintain, to the extent reasonably available, the following insurance, all of which shall be issued by insurance carriers meeting at least the minimum requirements of, and shall otherwise comply with the requirements of, the agencies and entities mentioned or referred to in Subparagraph (III) of Section 11.7 of Article XI of this Declaration, to-wit:

(A.) Master or blanket type policy of fire insurance with extended coverage endorsement (including vandalism, sprinkler leakage (if appropriate), debris removal, cost of demolition, malicious mischief, windstorm and water damage) insuring the Living Units located on each Lot, and the Common Area (including all of the fixtures installed therein as of the date thereof, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures initially installed by Declarant, and any fixtures, equipment or other property within a Living Unit which are to be financed by a First Mortgage to be made, purchased, sold, insured or guaranteed by an agency or entity mentioned or referred to in Subparagraph (III) of Section 11.7. of Article XI of this Declaration, and including also common personal property, supplies, and building service equipment, but not including carpeting, drapes, wallcoverings fixtures, furniture, furnishings, or other personal property supplied or installed by Owners or tenants and also not including land, foundations, excavation and other items normally excluded from coverage) and covering the interests of the Association, the Board of Directors and all Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors. If permitted by the insurance company writing the policy, improvements and betterments not part of the Living Unit as originally constructed may, at the direction and sole cost and expense of the Owner of the subject Lot, be issued under a rider to the master policy, that part of the premium allocable to such improvements and betterments being chargeable against the specific Lot to which it applies. Said policy shall afford, as a minimum, protection against the following:

- (1) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;
- (2) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available. The name of the insured under such policies must be set forth therein substantially as follows:

"Steinmeier Village Homeowners Association, Inc.
for the use and benefit of the individual Owners".

The policies may also be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such trustee, for the use and benefit of the

individual Owners. Loss payable shall be in favor of the Association (or insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of the policy with respect to the Common Area equally with each other Lot, and with respect to each Living Unit, in proportion to the insurable value of such Living Unit compared to the aggregate insurable value of all Living Units. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request. Policies must provide for the recognition of any Insurance Trust Agreement.

If reasonably available, such policies shall include:

- (1) Agreed Amount Endorsement (or like endorsement);
 - (2) Inflation Guard Endorsement;
 - (3) Construction Code Endorsements (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Laws Endorsement and an Increased Cost of Construction Endorsement) if the project is subject to a construction code provision which would become operative and require changes to undamaged portions of the improvements, thereby imposing significant costs in the event of partial destruction of the project by an insured peril;
 - (4) Steam Boiler Coverage (if applicable) for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location; and
 - (5) All such policies must provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively; and that the policy is primary in the event the Owner has other insurance covering the same loss.
- (B.) Workmen's compensation, occupational disease and like insurance (if the Association has eligible employees);
- (C.) Comprehensive public liability insurance in such amounts and with such coverage as the Board of Directors shall from time to time determine, but at least:
- (1) covering events occurring anywhere on the Common Area (and public ways, if any) or arising out of or in connection with the use, ownership or maintenance of the Common Area;
 - (2) covering without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Area, and legal liability arising out of lawsuits

related to employment contracts of the Association, and such other coverages as are customarily covered with respect to projects similar in construction, location, and use;

(3) insuring each officer and member of the Board of Directors, the managing agent and each Owner and with cross liability endorsement to cover liabilities of the Owners as a group to an Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Owner for the negligent act of another Owner, occupant or the Association; and

(4) in amounts generally required by private institutional mortgage investors for projects similar in construction, location and use. (However, such coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.)

(D.) Such other insurance as the Board of Directors may determine.

(E.) All such policies must provide that they may not be cancelled or substantially modified by any party without at least 10 days' prior written notice to the Association and to each holder of a First Mortgage which is listed as a scheduled holder of a First Mortgage in the insurance policy.

Section 12.2. Owners' Individual Policies Each Owner should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, and his carpeting, wallcovering, fixtures, furniture, furnishings, and other personal property, and fixtures and other property supplied or installed by him or a previous Owner or tenant, provided that all such policies must, if obtained, contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

Section 11.3. Additional Coverages. In addition and supplemental to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Owners to obtain and maintain in force all coverage and endorsements required by any agency or entity mentioned or referred to in subparagraph (III) of Section 11.7 of Article XI of this Declaration, for the acceptance of mortgages on Living Units or Lots, as such requirements are amended from time to time.

Section 11.4 Insurance Trustee. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Any Insurance Trustee must be a corporation or association organized or authorized to do business under the laws of the State of Indiana, and authorized and permitted by its charter documents and by state laws to conduct a trust business.

Each Owner, by acceptance of a deed or other instrument of conveyance to his, her or its Lot, hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association or any Insurance Trustee is hereby required to receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for Owners and their First Mortgage holders, as their interests may appear, and to apply and administer the same as follows:

(A.) All insurance proceeds paid to the Association or Insurance Trustee (hereinafter sometimes referred to merely as "Trustee") shall be deposited in escrow with a title insurance company or other depository acceptable to the Trustee and a majority of First Mortgagees of record.

(B.) The owner of the Living Unit with respect to which the insured loss occurred shall, not later than thirty (30) days after insurance proceeds are deposited in accordance with paragraph (A) above, enter into a firm contract with a qualified builder providing for the reconstruction or remodeling of the Living Unit, to substantially the same condition as existed immediately prior to the insured loss; provided, however, that no contract shall be entered into by the Owner for an amount in excess of the insurance proceeds then held by the Trustee for said Living Unit, until additional funds are deposited by the Owner sufficient to cover all construction costs as determined by the Trustee and First Mortgagee. Said reconstruction or remodeling shall be commenced and completed with due diligence and in no event shall said work be completed later than 180 days after said insurance proceeds are deposited in escrow as aforesaid. The Association and First Mortgagees of record of the Living Units affected and the Lots underlying the same shall have the right, but not the obligation, to deposit such additional funds in excess of insurance proceeds as may be required to permit construction as herein provided and any such advances shall be a lien upon the Lot or Lots, subordinated, however, to the interest of First Mortgagees of record.

(C.) In the event the Owner fails to enter into a contract as provided in subparagraph (B) above, or in the event that reconstruction or remodeling is not commenced or completed as provided above, then the Trustee or the First Mortgagee of record, with the consent of the Trustee, shall have the right, but not the obligation, to enter into those contracts which it deems necessary to complete said reconstruction or remodeling of the Living Unit, and the Trustee or First Mortgagee shall have the right to have said insurance proceeds applied in satisfaction of any obligation incurred pursuant to said contract, without liability of any kind to the Owner, including, but not limited to, interest on said insurance proceeds. The Trustee may employ any bonded party or parties as its agents in exercising those functions given to it in this Section 4. The Trustee shall be empowered to pay said agent a reasonable fee for the services rendered by said agent and to collect said charge from the Owner or Owners, as the case may be, and in the same manner as that which is provided herein for the collection of an insurance premium paid by the Association.

(D.) Disbursement of funds on deposit pursuant to subparagraph (A) above, for contracts for reconstruction or remodeling entered into under subparagraphs (B) and (C) above, shall be made by a title insurance company or other agent ("Agent") selected by Trustee and the affected First Mortgagees of record, subject to the following:

(1) Article VI of this Declaration, entitled "Architectural Controls", shall apply to all said reconstruction or remodeling.

(2) Receipt by Agent of such sworn construction statements, lists of subcontractors, lien waivers and receipts as it shall determine to be appropriate. Disbursements may be by periodic or progress payments, and Agent may make such inspections and withhold such payments as it deems necessary to insure completion in compliance with plans and specifications. Agent shall be entitled to a reasonable fee for the services rendered by it, and the Trustee may collect such fee from the Owner or Owners, as the case may be, and in the same manner as that which is provided herein for the collection of insurance premiums paid by the Association.

(3) In the event a contract is entered into pursuant to subparagraph (B) hereinabove, the written consent of the Owner to said payment or payments.

(E.) In the event that a remodeling or reconstruction contract is, for any reason, not entered into pursuant to the provisions of subparagraphs (B) and (C) hereinabove, within 180 days after deposit of insurance proceeds in escrow for a damaged or destroyed Living Unit, as herein provided, or in the event there are excess funds after reconstruction or remodeling, the proceeds or excess as the case may be, shall be disbursed to each Owner and Mortgagee of record of the affected Lot as their interests appear.

(F.) In the event the Owner whose property is damaged fails to make satisfactory arrangements for the repair and reconstruction of the damaged property and the Trustee decides to repair and reconstruct the damaged property, and it is determined by it that the insurance proceeds are not sufficient for all costs and expenses associated therewith, the Association or the First Mortgagee may deposit, arrange for and disburse funds over and above the insurance proceeds to complete the repair and reconstruction and to pay the costs associated and related therewith. Upon completion of the work, the Board of Directors may levy a special-Charge Assessment against the Owner, which Special-Charge Assessment shall be a lien against the Lot having the effect of a special assessment lien under Article V hereof, but superior to all other annual and special assessments, and which lien may be enforced in the same manner as provided herein for other assessment liens. The Special-Charge Assessment shall be in the amount expended by the Trustee over and above the insurance proceeds received by the Trustee to repair and reconstruct the Owners premises, including necessary costs, expenses and fees associated with the work.

(G.) Betterments or improvements made by any Owner to his Lot or Living Unit (subsequent to the date of initial completion of a Living Unit on such Lot by Declarant or others) shall be the responsibility of the Owner to insure separately (or by rider as above provided) if he desires the same insured. If the Trustee or First Mortgagees undertakes the

reconstruction or remodeling of a Living Unit as above provided, the same need be restored only to substantially the same condition as the Living Unit was in as of the completion of original construction thereof.

Section 12.5. Insurance Premiums. Insurance premiums for any blanket property insurance coverage, and the other insurance coverages purchased by the Association, shall be common expenses to be paid through the annual budgeting and assessment procedures described in Article V of this Declaration.

ARTICLE XIII EMINENT DOMAIN

Section 13.1. The Association shall represent the Owners in any condemnation proceedings and in any negotiations, settlements and agreements with the condemning authority for acquisition of the Common Area, or part thereof, and by acceptance of a deed or other instrument of conveyance for his, her or its Lot, each Owner appoints the Association as such Owner's agent and attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Area by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or other trustee (such as a bank or title insurance company appointed as such by the Association), for the use and benefit of the Owners and their Mortgagees as their interests may appear.

Section 13.2. Reconstruction. In the event of a partial taking of the Common Area (or conveyance in lieu thereof) the Association shall promptly cause the remaining portions of the Common Area to be restored functionally and aesthetically to reasonably the same condition as before the taking, using so much of the proceeds of such taking for such purpose as shall be reasonably necessary. In the event of a total taking of the Common Area (or conveyance in lieu thereof), and the project is terminated by the election hereinabove required, the proceeds shall be allocated equally among each Lot, payable jointly to the Owners and mortgage holders thereof.

ARTICLE XIV GENERAL PROVISIONS

Section 14.1. Enforcement. Enforcement of these covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation, to compel compliance, or to recover damages, and against the land, to enforce any lien created by these covenants and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Attorneys' fees and costs of any such actions to restrain violation or to recover damages as determined by the Court shall be assessable against and payable by any persons violating the terms contained herein.

Section 14.2. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by

operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions herein and hereby established upon any other properties as one scheme. No such merger or consolidation, however shall effect any revocation, change or additions to the covenants established by this Declaration within the Property, except as hereinabove provided.

Section 14.3. Access. For the purpose solely of performing the repairs and maintenance authorized by this Declaration, the Association, through its duly authorized agents, employees and contractors, shall have the right, after reasonable notice to the Owner (except in an emergency in which case no notice shall be required), to enter upon and into any Lot and Living Unit.

Section 14.4. Emergency Access. For the purpose of performing emergency repairs under this Declaration, or of taking emergency action to seal a Living Unit from weather or otherwise to prevent damage or destruction to any Lot or Living Unit, the Association, through its duly authorized agents, employees and contractors, shall have the right to enter upon and into any Lot or Living Unit at any time, without notice, with such persons and material as the Association deems necessary, to accomplish such emergency repairs or to take such emergency action.

Section 14.5. Severability. Invalidation of any one or more of these covenants or restrictions by legislation, judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.6. Notices. Any notice required to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

Section 14.7. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect.

Section 14.8. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Steinmeier Village have caused this document to be executed as of the day and year first above written.

This Instrument was prepared by, and should be returned to, P. Thomas Murray, Jr., P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.

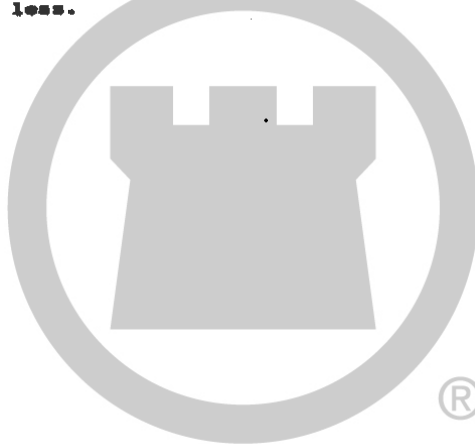
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CHICAGO TITLE

EXHIBIT "A"
LEGAL DESCRIPTION

Part of the Northwest Quarter of the Northeast Quarter of Section 33, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Quarter Quarter Section; thence along the North line thereof North 88 degrees 50 minutes 54 seconds East (assumed bearing) 1038.932 feet; thence South 00 degrees 09 minutes 57 seconds West 481.573 feet to a point on the center line of the Norfolk and Western Railroad (as located December, 1984); thence along said Railroad center line South 49 degrees 16 minutes 39 seconds West 1318.107 feet to a point on the South line of said Quarter Quarter Section; thence along said South line South 88 degrees 59 minutes 57 seconds West 58.689 feet to the Southwest corner of said Quarter Quarter; thence along the West line thereof North 00 degrees 00 minutes 50 seconds East 1321.241 feet to the Point of Beginning, containing 22.456 acres, more or less.



CHICAGO TITLE

EXHIBIT "B"

ASSOCIATION RESPONSIBILITY

Roof and skylight
Vents above roof (bath-kitchen)
Gutters, guards, downspouts and splash blocks
Cleaning gutters and downspouts
Dryer vents (outside the wall)
Drives, walks and patios
Caulking around patios
Non-automatic roof vents
Exterior of vents for bath fans run out side wall
Automatic roof vents, exterior repair
Screened-in or open porch floor
Front porch floor
Screened-in porch walls and doors from house, painting and repair
Screened-in porch: screens, frames, doors
Enclosed porch: exterior doors and screens
Exterior walls and trim, painting and repairs
Exterior doors, glass and thresholds
Windows and glass
Garage door: exterior painting and repair
Fireplace chimney and liners (except cleaning)
Damage to exterior construction by chipmunks or other animals
Painting of meters and exposed utility lines
Painting of air conditioner fuse box
Mail boxes and bases
Light fixture above garage door, bulb and on/off control
Mow all grass
Crabgrass and grub control
Fertilize all grass
Fertilize and spray for insects all trees and shrubs on common area
Clean up leaves on all ground and gutters
Tree and shrub trimming on common area
Maintenance of all perimeter fences
Maintenance of water system for common area
Lake maintenance
Replacing of plantings on common area
Dead trees on common area
Snow removal (when 3" or more) for street, drive and path to front door only

HOMEOWNER RESPONSIBILITY

Dryer vents (inside the wall)
Drains from downspouts
Sump pump drains
Enclosed porch floor
Enclosed porch walls and doors from house, painting and repairs
Garage door interior and door control
Exterior light fixtures
(except over garage door) and outlets for porches, patios, small garage door, screened porch, enclosed porch, yard lights, and malibu lights
Shutters
Window screens
Storm doors and screens
Outside faucets
Cleaning fireplace chimney & flue
Decks
Concrete additions by homeowner
Other additions by homeowner
Interior damage from leaks
Repairs to all utility installations for which utility companies hold owners responsible
Air conditioner, base and connections
Cable lines, inside and outside
Lightning rods
Problems with buried black foundation perimeter drains and extensions
Painting or repairs to any structural additions made by owner
Interior maintenance and repair of damage
Outside light bulbs (except over garage door)
Fertilize and spray for insects all trees and shrubs on owner's lot
Tree and shrub trimming on owner's lot
Replacing of plantings on owner's lot
Dead trees on owner's lot
Lawn seeding on owner's lot
Automatic roof vent motor, fan or wiring
Nests or dens on owner's property or lot (bees, wasps, chipmunks, etc.)
Termite control and damage
DAMAGE OF ANY KIND CAUSED BY OWNER, OWNER'S FAMILY, RESIDENTS OR GUESTS

FOR ANYTHING NOT LISTED, THE BOARD OF DIRECTORS WILL DETERMINE WHO IS RESPONSIBLE

CHICAGO TITLE

**AMENDED AND RESTATED CODE OF BY-LAWS OF
STEINMEIER VILLAGE HOMEOWNERS ASSOCIATION, INC.**

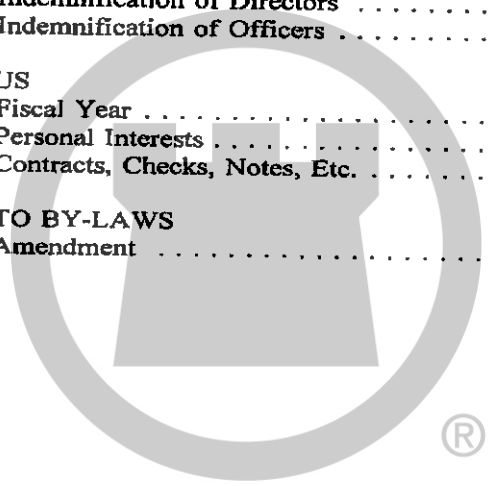
an Indiana Nonprofit Corporation

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CHICAGO TITLE

**AMENDED AND RESTATED CODE OF BY-LAWS OF
STEINMEIER VILLAGE HOMEOWNERS ASSOCIATION, INC.
An Indiana Nonprofit Corporation**

ARTICLE I

NAME

Section 1.1. Name. The name of this corporation is Steinmeier Village Homeowners Association, Inc. (hereinafter referred to as "Corporation").

ARTICLE II

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Real Estate and the administration and conduct of the affairs of the Corporation. These By-Laws shall also constitute the By-Laws of the Corporation.

Section 2.2. Individual Application. Each of the Owners within the Steinmeier Village planned unit development shall automatically and mandatorily be members in the Corporation and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Lots, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Declaration of Covenants, Conditions, Restrictions and Easements for Steinmeier Village, said Declaration being recorded in the Marion County Recorder's Office on June 13, 1986, as Instrument No. 86-50914 (hereafter, "Declaration"), together with all amendments thereto, the Articles of Incorporation, the rules and regulations of the Corporation and of the provisions hereof. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, and the Indiana Nonprofit Corporation Act of 1991 (the "Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Amended and Restated Articles of Incorporation and these Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Amended and Restated Articles of Incorporation and these Code of By-Laws, and reference is specifically made to Article I, Section 1.1 of the Declaration containing definitions for terms, unless otherwise indicated herein.

ARTICLE III

MEETINGS OF CORPORATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the members shall be held for the purpose of electing the Board of Directors, approving the annual budget, if necessary (as more fully described in the

Declaration), and for such other purposes as may be required by the Declaration, these By-Laws, the Articles, or the Act.

Section 3.2. Annual Meeting. The annual meeting for the members of the Corporation shall be held on the first (1st) Thursday of November in each calendar year, unless otherwise determined by the Board of Directors.

Section 3.3. Special Meetings. A special meeting of the members of the Corporation may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Lots. The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.4. Notice and Place of Meetings. All meetings of the members of the Corporation shall be held on the Real Estate or at any suitable place in Marion County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time, and place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the members as part of a newsletter or other publication regularly sent to the members constitutes a written notice. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the members at their respective addresses as the same shall appear upon the records of the Corporation. If an annual or special meeting of members is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Act before adjournment.

Section 3.5. Voting.

(a) **Number of Votes.** Each member shall be entitled to cast one (1) vote for each Lot of which such member is the Owner. In voting for Directors, each Owner (or his or her representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Act, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Corporation, but all of such persons or entities shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

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

(d) Proxy. An Owner may vote either in person or by his or her duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary of the Corporation prior to the commencement of the meeting. No such proxy shall remain valid for longer than eleven (11) months from the date of its execution, unless a longer term is specified in the proxy.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, or the Articles or the Act, the presence of Owners or their duly authorized representatives owning at least twenty-five percent (25%) of the total number of Lots shall constitute a quorum at all meetings. Unless otherwise required herein or by the Act, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Lots, and the term "Majority of the Vote" shall mean a majority of the votes of the Owners present or represented at a meeting at which a quorum is present.

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

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

(2) Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Corporation and answer relevant questions of the members concerning the Common Expenses and financial report for the prior year and the proposed budget for the next fiscal year.

(3) Budget. The proposed budget for the following calendar year shall be presented to the Members for approval or amendment, if necessary, as more fully described in the Declaration.

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Nominations shall also be made by the Nominating Committee as described in these By-Laws. Such nominations must be in writing and presented to the Secretary of the Corporation at least ten (10) days prior to the annual meeting. Nominations for the Board of Directors will also be accepted from the members attending the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each member may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no member shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined in Section 3.5(e) hereof.

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

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

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

Section 3.8. Written Ballots. In lieu of any annual or special meeting of the Members, written ballots may be utilized in the manner prescribed in the Act, as the same may be amended from time to time.

Section 3.9. Written Consent. Any action required or permitted to be approved by the Members may be taken without a meeting of the members if the action is approved by written consent of at least eighty percent (80%) of the votes entitled to be cast on the action.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. Board of Directors. The affairs of the Corporation shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of five (5) persons who can be either Owners or non-Owners. If a person is not an Owner, such fact must be disclosed to the Members attending the annual meeting prior to the election of Directors. The number of Directors comprising the Board may be increased by resolution adopted by not less than a majority of the Board of Directors, but said number shall not exceed nine (9). If the number of Directors is ever greater than five (5), said number may be decreased by resolution adopted by not less than a majority of the Board. In no event shall the number of Directors be less than three (3) nor more than nine (9) and no reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the Members according to a procedure established by the Board by resolution.

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot may be represented on the Board of Directors by more than one person at a time.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Corporation. Each Director shall serve a term of two (2) years. Such terms shall be staggered. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the members through a vote of a majority of the remaining Directors. At the first annual meeting of the members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Each Director shall hold office throughout the term of his or her election until his or her successor is elected and qualified.

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

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

- (a) Protection, repair and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of the Owners; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) Procuring of utilities, removal of garbage and waste if not provided by the municipality, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas;
- (d) Surfacing, paving, and maintaining private streets, if any, driveways, and sidewalks;
- (e) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner prior to the annual meeting;
- (g) Preparing annually a full accounting of all receipts and expenses incurred during each year, which accounting shall be made available to any Owner upon request;
- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Areas, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;
- (i) Procuring and maintaining in force all insurance coverage required by the Declaration;
- (j) Performing such other duties as may be reasonably inferred from the provisions of the Declaration.

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

- (a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management

agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods;

(b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) As more fully described in Article XII of the Declaration, to procure for the benefit of the Owners fire and extended coverage insurance covering the buildings and improvements on the Lots and the Common Areas to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, for the benefit of the Owners;

(d) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;

(e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas;

(f) To include the costs of all of the above and foregoing as Common Expenses of the Corporation and to pay all of such costs therefrom;

(g) To open and maintain a bank account or accounts in the name of the Corporation and to designate the signatories thereto;

(h) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Real Estate provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Compensation. No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a Majority of Owners as defined in Section 3.5(e) hereof. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 4.8. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall

give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 4.9. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.10. Quorum. At all meetings of the Board, unless the Act or these By-Laws provide otherwise, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.11. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.12. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.13. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Corporation shall be as set forth in the Act, as the same may be amended from time to time.

Section 4.14. Absentee Participation in Directors' Meetings. To the extent provided in the Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

ARTICLE V CHICAGO TITLE OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Corporation shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board.

The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 5.2. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board or upon an affirmative vote of a Majority of Owners (as defined in Section 3.5(e) hereof), any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

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

Section 5.4. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary. The Board shall elect a Secretary who shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings, shall authenticate the Corporation's records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

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

Section 5.7. Assistant Officers. The Board of Directors may from time to time designate and elect an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE VI

NOMINATION OF DIRECTORS

Section 6.1. Nominating Committee. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made by any Member. The Nominating Committee shall consist of a chairperson who shall be a member of the Board of Directors, and two or more members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors at any time, but not less than ninety (90) days prior to the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

ARTICLE VII

COMMITTEES

Section 7.1. Committees. The Board shall appoint (or, in the absence of any such appointment, shall itself act as) an Architectural Committee as provided in the Declaration, and a Nominating Committee as provided in these By-Laws. The chairperson of the Architectural Committee shall be a member of the Board of Directors. In addition, the Board may appoint other committees as deemed appropriate in carrying out the purposes of the Corporation.

ARTICLE VIII

ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 8.1. Right of Entry. An Owner or occupant of a Lot shall be deemed to have granted the right of entry to his Lot and/or Living Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency in order to remedy any circumstance threatening his or her Lot and/or Living Unit, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Lot and/or Living Unit for the purpose of performing maintenance, repairs or replacements which are the Corporation's responsibility under the Declaration or these By-Laws, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 8.2. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Real Estate as the Board may deem desirable, including but not limited to the use of the Common Areas and Lots. Such rules as

are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE IX

INDEMNIFICATION

Section 9.1. Indemnification of Directors. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended.

Section 9.2. Indemnification of Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended. In addition, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation to the same and fullest extent that directors are indemnified by the Corporation as provided for in the Indiana Nonprofit Corporation Act of 1991, as it now exists or is hereinafter amended.

ARTICLE X MISCELLANEOUS

Section 10.1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 10.2. Personal Interests. Except as permitted under Section 4.7 hereof, no Member of the Corporation shall have or receive any earnings from the Corporation; provided, however, that a Member who is an officer, director, employee, or agent of the Corporation may be reimbursed for expenses incurred on the Corporation's behalf.

Section 10.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer, and at least one other officer of the Corporation.

CHICAGO TITLE

ARTICLE XI

AMENDMENT TO BY-LAWS

Section 11.1. Amendment. These By-Laws may be amended by a vote of two-thirds (2/3) of the total number of Lots in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Amended and Restated Code of By-Laws and certify the truth of the facts herein stated, this 21st day of November, 1995.

Steinmeier Village Homeowners Association, Inc., by:

E.E. Howard
Signature

E.E. HOWARD, Secy-Treas.
Printed & Title

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared E.E. HOWARD, the SECRETARY-TREASURER of Steinmeier Village Homeowners Association, Inc., who acknowledged execution of the foregoing Amended & Restated Code of By-Laws of Steinmeier Village Homeowners Association, Inc. for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 21st day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
Notary Public

P. Thomas Murray, Jr.
Signature

My Commission Expires:

12-20-97 Residence County: MARION

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Attorney at Law, P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.

steinmir.by1
11-20-95

Armstrong

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 8 commonly known as 5424 STEINMEIER DAN in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11/2/95

Jerry Armstrong
Signature Jerry Armstrong

Linda K. Armstrong
Signature Linda K. Armstrong

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared JERRY ARMSTRONG AND LINDA K. ARMSTRONG, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurless
Notary Public

M. Jane Hurless
Signature

My Commission Expires:
7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #69 commonly known as 5423 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	✓	_____
2. Amended & Restated Code of By-Laws.	✓	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

Date: 11/02/95 Frances K. Barrows
Signature Frances K. Barrows

Signature

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Frances K. Barrows, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HULLS
Notary Public

My Commission Expires: 7-29-98

M. Jane Hulls
Signature
Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 24 commonly known as 6904 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: 'To Approve' and 'To Disapprove'. Row 1: Amended & Restated Articles of Incorporation (X in Approve). Row 2: Amended & Restated Code of By-Laws (X in Approve). Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements (X in Approve).

Date: Nov 2, 1995

Signature Fred R. Blanford
Signature Evelyn H. Blanford

STATE OF Ind.
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Fred R. & Evelyn H. Blanford, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HURLESS
Notary Public

My Commission Expires: 7-24-98

M. Jane Hurless
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
FOR
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #27 commonly known as Ruth N. Boak in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 columns: Item description, To Approve, To Disapprove. Contains 3 rows of voting items with checkmarks in the 'To Approve' column.

Date: November 2, 1995
Signature Ruth N. Boak
Signature

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Ruth N. Boak, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995. P. THOMAS MURRAY, JR. Notary Public

My Commission Expires: 12-20-97
Signature P. Thomas Murray, Jr.
Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT

**for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 53 commonly known as 6955 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE		
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<u>X</u>	—
2. Amended & Restated Code of By-Laws.	<u>X</u>	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	—

Date: 11/6/95

Ernest A. Briggs
Signature Ernest A. Briggs

Paul G. Gallamore
Signature Paul G. Gallamore

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Ernest A. Briggs & Paul G. Gallamore, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

My Commission Expires:
Oct. 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

For

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 16 commonly known as 6968 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

Robert L. Bush
Signature Robert L. Bush

Arlene E. Bush
Signature Arlene E. Bush

STATE OF Ind.)

COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Robert L. & Arlene E. Bush, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hull
Notary Public

M. Jane Hull
Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 41 commonly known as 6972 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 2 columns: Description of documents, and VOTE (To Approve, To Disapprove). Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: Nov 14, 1995

Signature Dessie D. Campbell

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Dessie D. Campbell, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 14th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

My Commission Expires: Oct. 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #61 commonly known as 5347 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11/2/95

Helen Clancy
Signature Helen Clancy

Signature _____

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared HELEN CLANCY, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
Notary Public

P. Thomas Murray, Jr.
Signature

My Commission Expires:
12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 13 commonly known as 7012 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<u>X</u>	_____
2. Amended & Restated Code of By-Laws.	<u>X</u>	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	_____

Date: 11-2-95

Herman H. Confer
Signature Herman H. Confer

Janette B. Confer
Signature Janette B. Confer

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Herman H. & Janette B. Confer, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hules
Notary Public

M. Jane Hules
Signature

My Commission Expires:
1-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #44 commonly known as 7026 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 columns: Item description, To Approve, To Disapprove. Contains 3 rows of voting items with checkmarks in the 'To Approve' column.

Date: 11/2/95
Signature: Mary C. Copeland

STATE OF Ind.
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Mary C. Copeland, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995. M. JANE HURLESS Notary Public

My Commission Expires: 7-29-98

M. Jane Hurless Signature
Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 9 commonly known as 7052 Steinmeier Dr. in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE

- | | To Approve | To Disapprove |
|--------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Amended & Restated Articles of Incorporation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Amended & Restated Code of By-Laws. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Date:

11/2/95

Signature Pearlle M. Craig

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Pearlle M. Craig, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HURLESS
Notary Public

M. Jane Hurless
Signature

My Commission Expires:

7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

**for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 72 commonly known as 5336 Steinmeier Dr.--North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE		
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<u>X</u>	_____
2. Amended & Restated Code of By-Laws.	<u>X</u>	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	_____

Date: 11-6-95

Jerold J. Cranny
Signature Jerold J. Cranny

Nancy J. Cranny
Signature Nancy J. Cranny

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Jerold J. & Nancy J. Cranny, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

E. E. Howard
Notary Public

My Commission Expires:
October 31, 1999

E. E. Howard
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #83 commonly known as 5434 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: Nov. 6, 1995

Signatures of John F. Daneke Jr. and Janet K. Daneke

STATE OF Indiana) COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared John F. & Janet K. Daneke, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

Notary Public E. E. Howard Signature

My Commission Expires: October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 59 commonly known as 7055 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	X	—
2.	Amended & Restated Code of By-Laws.	X	—
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	—

Date: 11-10-95

Signature Myron K. Dill

Signature Edna P. Dill

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Myron K. & Edna P. Dill, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 10th day of November, 1995.

E. E. Howard
Notary Public

My Commission Expires: October 31, 1999

E. E. Howard
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #63 commonly known as 5367 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns for 'To Approve' and 'To Disapprove'. Row 1: Amended & Restated Articles of Incorporation. Row 2: Amended & Restated Code of By-Laws. Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements.

Date: 11-2-95 Signature Thelma T. Eibe

Signature

STATE OF INDIANA }
COUNTY OF MARION }

Before me a Notary Public in and for said County and State, personally appeared Thelma T. Eibe, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
Notary Public

My Commission Expires: 12-20-97

Signature
Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 73 commonly known as 5344 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	X	—
2. Amended & Restated Code of By-Laws.	X	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	—

Date: 11-2-95

Vera J. Emswiler
Signature Vera J. Emswiler

Signature

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Vera J. Emswiler, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurlless
Notary Public

M. Jane Hurlless
Signature

My Commission Expires:
7-24-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 32 commonly known as 6858 Steinmeier Lane in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE		
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	✓	_____
2. Amended & Restated Code of By-Laws.	✓	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

Date: 10-20-95

Marshall D. Etherington
Signature Marshall D. Etherington
Beverly E. Etherington
Signature Beverly E. Etherington

STATE OF IN)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Marshall D. & Beverly E. Etherington the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurless
Notary Public

My Commission Expires:
7-29-98

M. Jane Hurless
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #48 commonly known as 7066 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	=====	
	VOTE	
	To	To
	Approve	Disapprove
1. Amended & Restated Articles of Incorporation	✓	_____
2. Amended & Restated Code of By-Laws.	✓	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

Date: 2 Nov 95

Earl A. Ferguson
Signature Earl A. Ferguson

Blanche C. Ferguson
Signature Blanche C. Ferguson

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Earl A. & Blanche C. Ferguson, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurler
Notary Public

M. Jane Hurler
Signature

My Commission Expires:
7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #35 commonly known as 6910 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: 11-7-95

Mary H. Flecker
Signature Mary H. Flecker
Signature

STATE OF Indiana
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Mary H. Flecker, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 7th day of November, 1995.

E. E. Howard
Notary Public

My Commission Expires: October 31, 1999

E. E. Howard
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

FOR

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 37 commonly known as 6932 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: Nov. 2, 1995

Martha J. Freihage
Signature Martha J. Freihage

Signature _____

STATE OF Ind. }
COUNTY OF Marion }

Before me a Notary Public in and for said County and State, personally appeared Martha J. Freihage, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE WALKER
Notary Public

M. Jane Walker
Signature

My Commission Expires:
7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #77 commonly known as 5376 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation'.

Date: Nov. 2, 1995

Signature Basil D. Fuller

Signature Pauline M. Fuller

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Basil D. & Pauline M. Fuller, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HURLES
Notary Public

My Commission Expires: 7-24-98

M. Gene Hurles
Signature

Residence County: Marion

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #18 commonly known as 6952 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: 11/7/95

Signatures of William F. Funkhouser and Mary T. Funkhouser

STATE OF Indiana } COUNTY OF Marion }

Before me a Notary Public in and for said County and State, personally appeared William F. & Mary T. Funkhouser, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 7th day of November, 1995.

Notary Public E. E. Howard

My Commission Expires: October 31, 1999

Signature E. E. Howard

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #67 commonly known as 5403 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows and 2 columns: To Approve, To Disapprove. Row 1: Amended & Restated Articles of Incorporation. Row 2: Amended & Restated Code of By-Laws. Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements.

Date: 11/2/95
Signature Frances F. Gabhart

STATE OF Ind.
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Frances F. Gabhart, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995. M. Jane Hurless Notary Public

My Commission Expires: 7-29-98
Signature M. Jane Hurless
Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 38 commonly known as 6942 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	X	—
2. Amended & Restated Code of By-Laws.	X	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	K	—

Date: 11-2-95

Raymond W. Gardner
Signature Raymond W. Gardner
Eugenia K. Gardner
Signature Eugenia K. Gardner

STATE OF INDIANA
COUNTY OF MARION

Before me a Notary Public in and for said County and State, personally appeared Raymond W. & Eugenia K. Gardner, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.

P. THOMAS MURRAY, JR.
Notary Public
Signature

My Commission Expires: 12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #54 commonly known as 6965 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: 'To Approve' and 'To Disapprove'. All 'To Approve' boxes are checked.

Date: Nov 2 1995

Signatures of Thomas H. Garrison and Betty H. Garrison

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Thomas H. & Betty H. Garrison, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

Notary Public Signature M. Jane Hurless

My Commission Expires: 7-29-98

Residence County: Marion

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 71 commonly known as 5328 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11/9/95 Laura Glassmeyer
 Signature Laura Glassmeyer
 Signature _____

STATE OF Indiana)
 COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Laura Glassmeyer the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 9th day of November, 1995.
E. E. Howard
 Notary Public

My Commission Expires: October 31, 1999
E. E. Howard
 Signature
 Residence County: Marion

GLASSMEYER, PATRICIA

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #4 commonly known as 7067 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: Nov. 6, 1995

Patricia Glassmeyer
Signature Patricia Glassmeyer

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Patricia Glassmeyer, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

My Commission Expires:
October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 52 commonly known as 6945 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows and 2 columns: 'To Approve' and 'To Disapprove'. Row 1: Amended & Restated Articles of Incorporation (checked). Row 2: Amended & Restated Code of By-Laws (checked). Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements (checked).

Date: 11/2/95

Signature: Lois M. Goshert

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Lois M. Goshert, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hukless
Notary Public

M. Jane Hukless
Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #75 commonly known as 5360 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11/2/95

Harold K. Hall
Signature Harold K. Hall

Cora E. Hall
Signature Cora E. Hall

STATE OF INDIANA)

COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Harold K. & Cora E. Hall, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.

My Commission Expires:
12-20-97

P. THOMAS MURRAY, JR.
Notary Public

P. Thomas Murray Jr.
Signature

Residence County: MARION

HARRAH (GORDON)

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for**

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #17 commonly known as 6960 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	=====	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	✓	—
2. Amended & Restated Code of By-Laws.	✓	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	—

Date: 11/2/95 Carol A. Gordon (Harrah)
Signature Carol A. Gordon (Harrah)

Signature _____

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Carol A. Gordon (Harrah), the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

My Commission Expires:
12-20-97

P. Thomas Murray, Jr.
Notary Public
P. Thomas Murray, Jr.
Signature
Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #57 commonly known as 7023 Steinmeier Dr., West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: Nov 2, 1995

Caroline I. Hart
Signature Caroline I. Hart

Signature

STATE OR Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Caroline I. Hart, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Lane Halliwell
Notary Public

My Commission Expires: 7-29-98

M. Jane Sturles
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
For**

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #19 commonly known as 6944 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	✓	—
2.	Amended & Restated Code of By-Laws.	✓	—
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	—

Date: Nov. 7, 1995

Arline S. Heidorn
Signature **Arline S. Heidorn**

William F. Capodagli
Signature **William F. Capodagli**

Joanne Capodagli
Signature **Joanne Capodagli**

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Arline S. Heidorn, William F. Capodagli & Joanne Capodagli, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 7th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

Residence County: Marion

My Commission Expires:
October 31, 1999

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #25 commonly known as Joy E. Hortenstine in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

Joy E. Hortenstine
Signature Joy E. Hortenstine

Signature _____

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Joy E. Hortenstine, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HULLS
Notary Public

M. Jane Hulls
Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT FOR Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #55 commonly known as 7003 Steinmeier Dr., West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation'.

Date: 7-2-95

Signatures of Edgar E. Howard and Betty J. Howard

STATE OF Ind. COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Edgar E. & Betty J. Howard, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

Notary Public M. Jane Hurless Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 68 commonly known as 5413 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation'.

Date: 11/3/95

Signatures of Charles R. Keene and Geraldine E. Keene.

***** separator line *****

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Charles R. & Geraldine Keene, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 19th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

My Commission Expires:
October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners, Association, Inc.


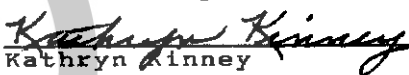
**BALLOT
for**

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the joint owners of Lot #78 commonly known as 5384 Steinmeier Dr.- North, in Indianapolis, Indiana, hereby cast our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	X	—
2.	Amended & Restated Code of By-Laws.	X	—
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	—


Date: 10/30/95

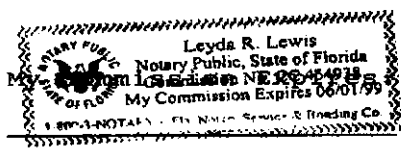
Signatures:

 Frank Kinney

 Kathryn Kinney

STATE OF Florida)
 COUNTY OF Walton)

Before me a Notary Public in and for said County and State, personally appeared Frank Kinney and Kathryn Kinney, the joint owners of Lot #78 in Steinmeier Village, also known as 5384 Steinmeier Dr.- North, in the city of Indianapolis, Indiana, who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 30th day of October, 1995.


 Notary Public
Leyda R. Lewis
 Signature



Residence County: Walton



Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #36 commonly known as 6922 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	✓	_____
2.	Amended & Restated Code of By-Laws.	✓	_____
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

Date: 11-10-95


 Signature Robert A. Kowich, Jr.

 Signature Patricia A. Reynolds Kowich

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Robert A. Kowich, Jr., and Patricia A. Reynolds Kowich, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 10th day of November, 1995.

E. E. Howard
Notary Public

My Commission Expires:

October 31, 1999

E. E. Howard
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #47 commonly known as 7056 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: 'To Approve' and 'To Disapprove'. Row 1: Amended & Restated Articles of Incorporation. Row 2: Amended & Restated Code of By-Laws. Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements.

Date: 11-2-95

Signature Kenneth A. Lamm

Signature Betty R. Lamm

STATE OF Ind.
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Kenneth A. & Betty R. Lamm, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HURLESS
Notary Public

M. Jane Hurless
Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #10 commonly known as 7042 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 columns: Item, To Approve, To Disapprove. Row 1: Amended & Restated Articles of Incorporation (X, -). Row 2: Amended & Restated Code of By-Laws (X, -). Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements (X, -).

Date: 10/2/95

Life Estates:

Signature George E. Luebke

Signature Sylvia C. Luebke

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared George E. & Sylvia C. Luebke, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurless
Notary Public

Signature M. Jane Hurless

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 39 commonly known as 6952 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: 'To Approve' and 'To Disapprove'. All 'To Approve' boxes are checked.

Date: 11.2.95

Signatures of B. Stanley Magill and Rosemary M. Magill

STATE OF INDIANA } COUNTY OF MARION }

Before me a Notary Public in and for said County and State, personally appeared B. Stanley & Rosemary M. Magill, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

My Commission Expires: 12-20-97

Notary Public P. Thomas Murray, Jr. Signature Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 58 commonly known as 7033 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: 'To Approve' and 'To Disapprove'. Row 1: Amended & Restated Articles of Incorporation. Row 2: Amended & Restated Code of By-Laws. Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements.

Date: 11/6/95

Signature Harold L. Market

Signature Joan M. Market

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Harold L. & Joan M. Market, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

Signature E. E. Howard
Notary Public

My Commission Expires: October 31, 1999

Signature E. E. Howard

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #49 commonly known as 7076 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

R. Franklin Martin
Signature R. Franklin Martin

Virginia Martin
Signature Virginia Martin

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared R. Franklin & Virginia Martin, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. THOMAS MURRAY, JR.
Notary Public

P. Thomas Murray, Jr.
Signature

My Commission Expires:
12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #2 commonly known as 7083 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows and 2 columns: To Approve, To Disapprove. Row 1: Amended & Restated Articles of Incorporation (X, -). Row 2: Amended & Restated Code of By-Laws (X, -). Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements (X, -).

Date: 11-2-95
Signature Charles K. McGill
Signature Kathryn K. McGill

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Charles K. & Kathryn K. McGill, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.
P. Thomas MURRAY, JR.
Notary Public

My Commission Expires: 12-20-97
Signature P. Thomas Murray Jr.
Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 62 commonly known as 5357 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE		
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	✓	—
2. Amended & Restated Code of By-Laws.	✓	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	—

Date: 11-2-95

James P. McGoff
Signature James P. McGoff

Dorothy L. McGoff
Signature Dorothy L. McGoff

STATE OF Ind.)
COUNTY OF Mauw)

Before me a Notary Public in and for said County and State, personally appeared James P. & Dorothy L. McGoff, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. JANE HULL LESS
Notary Public

My Commission Expires: 7-24-98

M. Jane Sturless
Signature

Residence County: Mauw

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #66 commonly known as 5392 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	<u>X</u>	_____
2.	Amended & Restated Code of By-Laws.	<u>X</u>	_____
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	_____

Date: 11/2/95

Howard E. McKinley
Signature Howard E. McKinley

Mary E. McKinley
Signature Mary E. McKinley

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Howard E. & Mary E. McKinley, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Harless
Notary Public

M. Jane Harless
Signature

My Commission Expires:
7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

FOR

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 4 commonly known as 1037 Steinmeier Dr in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11/2/95

Alice Jean McManus
Signature Alice Jean McManus

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared ALICE JEAN McMANUS

, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurless
Notary Public

My Commission Expires:

7-29-98

M. Jane Hurless
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 5 commonly known as 7059 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	X	—
2. Amended & Restated Code of By-Laws.	X	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	—

Date: 11-7-1995

Frank Meloy
Signature Frank Meloy

Marie Meloy
Signature Marie Meloy

STATE OF Indiana)

COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Frank & Marie Meloy, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 7th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

Residence County: Marion

My Commission Expires:
October 31, 1999

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #64 commonly known as 5377 Steinmeier Dr., North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: 11-2-94

Signature Rita S. Neagle
Signature

STATE OF Ind
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Rita S. Neagle, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurless
Notary Public
Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #21 commonly known as 6928 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		=====	
		VOTE	
		To	To
		Approve	Disapprove
		=====	=====
1.	Amended & Restated Articles of Incorporation	X	---
2.	Amended & Restated Code of By-Laws.	X	---
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	---

Date: 11/21/95


 Signature Paul R. O'Connor

 Signature Rita H. O'Connor


STATE OF Ind.)
 COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Paul R. & Rita H. O'Connor, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.


 Notary Public

My Commission Expires: 7-24-98


 Signature
 Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #65 commonly known as 5383 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with columns: VOTE, To Approve, To Disapprove. Rows: 1. Amended & Restated Articles of Incorporation, 2. Amended & Restated Code of By-Laws, 3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements.

Raymond A. & Patricia A. O'Shaughnessy Loving Trust

Date: 11-12-95

by: Raymond A. O'Shaughnessy, Signature Raymond A. O'Shaughnessy, Trustee

by: Patricia A. O'Shaughnessy, Signature Patricia A. O'Shaughnessy, Trustee

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Raymond A. & Patricia A. O'Shaughnessy, as Trustees for the Raymond A. & Patricia A. O'Shaughnessy Loving Trust, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 12th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

My Commission Expires: October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 82 commonly known as 5424 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

Jonas E. Palm
Signature Jonas E. Palm

Elaine D. Palm
Signature Elaine D. Palm

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Jonas E. & Elaine D. Palm, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurdless
Notary Public

M. Jane Hurdless
Signature

My Commission Expires: 7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #79 commonly known as 5392 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation'.

Date: 11-12-95

Signatures of Mary R. Pope and Roberta L. Wolkoff

STATE OF Ind.)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Mary R. Pope & Roberta L. Wolkoff, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 12th day of November, 1995.

E. E. Howard
Notary Public

My Commission Expires: October 31, 1999

Signature: E. E. Howard
Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 74 commonly known as 5352 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

Daniel J. Riordan
 Signature Daniel J. Riordan
Carole S. Riordan
 Signature Carole S. Riordan

 STATE OF INDIANA)
)
 COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Daniel J. & Carole S. Riordan, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. THOMAS MURRAY, JR.
 Notary Public
P. Thomas Murray, Jr.
 Signature
 Residence County: MARION

My Commission Expires: 12-20-97

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #34 commonly known as 6902 Steinmeier Lane in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	✓	_____
2. Amended & Restated Code of By-Laws.	✓	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

Date: 11-2-95

William H. Roberge
Signature **William H. Roberge**

Mary B. Roberge
Signature **Mary B. Roberge**

STATE OF Ind.)

COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared William H. & Mary B. Roberge, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Huckless
Notary Public

M. Jane Huckless
Signature

Residence County: Marion

My Commission Expires:
7-24-98

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 30 commonly known as 6838 Steinmeier Lane in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<u>X</u>	—
2. Amended & Restated Code of By-Laws.	<u>X</u>	—
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	—

Date: 11-14-95

William J. Robertson
Signature William J. Robertson

Signature _____

STATE OF Florida)
COUNTY OF Indian River)

Before me a Notary Public in and for said County and State, personally appeared William J. Robertson

, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 14th day of November, 1995.

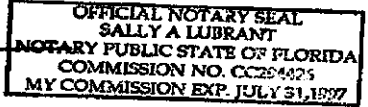
personally known

SALLY A. Lubrant
Notary Public

My Commission Expires: 7-31-97

Sally A. Lubrant
Signature

Residence County: Indian River



Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #12 commonly known as 7022 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To	To
		Approve	Disapprove
1.	Amended & Restated Articles of Incorporation	<u>X</u>	—
2.	Amended & Restated Code of By-Laws.	<u>X</u>	—
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	—

Date: 11-2-95 Irma C. Roesinger
 Signature Irma C. Roesinger
 Signature _____

 STATE OF INDIANA)
)
 COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Irma C. Roesinger, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
 Notary Public
P. Thomas Murray, Jr.
 Signature

My Commission Expires:
12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #46 commonly known as 7046 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<u>✓</u>	_____
2. Amended & Restated Code of By-Laws.	<u>✓</u>	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>✓</u>	_____

Date: Nov. 2, 1995

Frances J. Russell
Signature Frances J. Russell

Signature _____

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Frances J. Russell

, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. Thomas Murray Jr.
Notary Public

P. Thomas Murray Jr.
Signature

My Commission Expires:
12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 7 commonly known as 7043 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes checkmarks for 'Amended & Restated Articles of Incorporation', 'Amended & Restated Code of By-Laws', and 'Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements'.

Date: Nov. 9, 1995

Signature Donna J. Ryan

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Donna Ryan, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 9th day of November, 1995.

E. E. Howard
Notary Public

Signature E. E. Howard

My Commission Expires: October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for**

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 70 commonly known as 5433 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE

	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Sanders Family Trust, by:

Date: 11-11-95

Jane Sanders
Signature Jane Sanders, Trustee

Signature _____

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Jane Sanders, as Trustee for the Sanders Family Trust, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 11th day of November, 1995.

E. E. Howard
Notary Public

My Commission Expires:
October 31, 1999

E. E. Howard
Signature

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #31 commonly known as 6848 Steinmeier Lane in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 columns: Item description, To Approve, To Disapprove. Contains 3 rows of voting items with checkmarks in the 'To Approve' column.

Date: 11/6/95

Mary A. Scott
Signature Mary A. Scott

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Mary A. Scott, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

E. E. Howard
Notary Public

E. E. Howard
Signature

My Commission Expires:
October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the joint owners of Lot #1, commonly known as 7091 Steinmeier Dr., in the City of Indianapolis, Indiana, hereby cast our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		=====	
		VOTE	
		To	To
		Approve	Disapprove
1.	Amended & Restated Articles of Incorporation	<u>X</u>	---
2.	Amended & Restated Code of By-Laws.	<u>X</u>	---
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	---

Date: Nov. 4, 1995

Signatures:
Louis Scozzafava
Louis Scozzafava
Dorothy A. Scozzafava
Dorothy A. Scozzafava

STATE OF Florida)
COUNTY OF Palm Beach)

Before me a Notary Public in and for said County and State, personally appeared Louis ~~W~~ and Dorothy A. Scozzafava, the joint owners of Lot #1 in Steinmeier Village, also known as 7091 Steinmeier Drive, in the City of Indianapolis, Indiana, who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 4th day of November, 1995.

DORIS F. MARCHETTI
Notary Public
Doris F. Marchetti
Signature

My Commission Expires:
OFFICIAL NOTARY SEAL
DORIS F. MARCHETTI
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC349025
MY COMMISSION EXP. MAR. 12, 1993

Residence County: Palm Beach

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #20 commonly known as 6936 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: 7 Nov. 95

Signatures of Harry C. Sheridan and Juanita C. Sheridan

STATE OF Indiana
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Harry C. & Juanita C. Sheridan, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 7th day of November, 1995.

Notary Public E. E. Howard

My Commission Expires: October 31, 1999

Signature E. E. Howard

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 15 commonly known as 6978 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		=====	=====
		To	To
		Approve	Disapprove
1.	Amended & Restated Articles of Incorporation	✓	_____
2.	Amended & Restated Code of By-Laws.	✓	_____
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

Date: Nov. 2, 1995

Signature Dorothy E. Steinmeier

Dorothy E. Steinmeier
Signature

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Dorothy E. Steinmeier

, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. THOMAS MURRAY JR.
Notary Public

P. Thomas Murray Jr.
Signature

My Commission Expires:
12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT

for

Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 76 commonly known as 5368 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	X	—
2.	Amended & Restated Code of By-Laws.	X	—
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	—

Date: 11-2-95

L. Eugene Stewart
 Signature L. Eugene Stewart

Mary E. Stewart
 Signature Mary E. Stewart

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared L. Eugene & Mary E. Stewart, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
 Notary Public

P. Thomas Murray, Jr.
 Signature

My Commission Expires: 12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #80 commonly known as 5404 Steinmeier Dr.-North in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		To Approve	To Disapprove
1.	Amended & Restated Articles of Incorporation	X	—
2.	Amended & Restated Code of By-Laws.	X	—
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	X	—

Date: 11-2-95
Signature Ruth E. Stilwell
Ruth E. Stilwell
Signature _____

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Ruth E. Stilwell, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

My Commission Expires:
12-20-97

P. THOMAS MURRAY, JR.
Notary Public
P. Thomas Murray, Jr.
Signature

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 33 commonly known as 6868 Steinmeier Lane in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: 11-2-95

Signature Lois J. Sullivan

Signature

STATE OF INDIANA } COUNTY OF MARION }

Before me a Notary Public in and for said County and State, personally appeared Lois J. Sullivan, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of November, 1995.

P. Thomas Murray, Jr. Notary Public

Signature P. Thomas Murray

My Commission Expires: 12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #23 commonly known as 6912 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows of items and 2 columns: To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' with an 'X' in the 'To Approve' column.

Date: 11-2-95
Signature: Elizabeth Swain

STATE OF INDIANA
COUNTY OF MARION

Before me a Notary Public in and for said County and State, personally appeared Elizabeth Swain, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. THOMAS MURRAY, JR.
Notary Public
Signature

My Commission Expires: 12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

BALLOT
for
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 40 commonly known as 6962 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

Anthony Vendely
Signature Anthony E. Vendely
Raye Anne Vendely
Signature Raye Anne Vendely

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Anthony E. & Raye Anne Vendely, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2nd day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
Notary Public
P. Thomas Murray, Jr.
Signature

My Commission Expires:
12-20-97

Residence County: MARION

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 22 commonly known as 6920 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

	VOTE	
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Amended & Restated Code of By-Laws.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Date: 11-2-95

Theodore L. Vibbert
Signature Theodore L. Vibbert

Evelyn M. Vibbert
Signature Evelyn M. Vibbert

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Theodore L. & Evelyn M. Vibbert, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. THOMAS MURRAY, JR.
Notary Public

P. Thomas Murray, Jr.
Signature

Residence County: MARION

My Commission Expires:
12-20-97

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #43 commonly known as 7016 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

		VOTE	
		-----	-----
		To	To
		Approve	Disapprove
1.	Amended & Restated Articles of Incorporation	<u>X</u>	_____
2.	Amended & Restated Code of By-Laws.	<u>X</u>	_____
3.	Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	<u>X</u>	_____

Date: 11/2/95

E. James Weinmann
Signature E. James Weinmann

Deborah K. Weinmann
Signature Deborah K. Weinmann

STATE OF Ind. }
COUNTY OF Marion }

Before me a Notary Public in and for said County and State, personally appeared E. James & Deborah K. Weinmann, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2 day of November, 1995.

M. Jane Hurlless
Notary Public

M. Jane Hurlless
Signature

My Commission Expires:
7-29-98

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT
FOR
Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot # 50 commonly known as 7086 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 columns: Item description, To Approve, To Disapprove. Contains 3 rows of voting items with 'X' marks in the 'To Approve' column.

Date: 11-7-95

Signature Martha C. Weldon

Signature

STATE OF Indiana
COUNTY OF Marion

Before me a Notary Public in and for said County and State, personally appeared Martha C. Weldon, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 7th day of November, 1995.

Notary Public E. F. Howard

Signature E.E. Howard

My Commission Expires: October 31, 1999

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

**BALLOT
for
Approval or Disapproval of Amended Corporate Documents**

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #6 commonly known as 7051 Steinmeier Drive in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

VOTE		
=====		
	To Approve	To Disapprove
1. Amended & Restated Articles of Incorporation	✓	_____
2. Amended & Restated Code of By-Laws.	✓	_____
3. Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements	✓	_____

James R. Wheeler & Wanda S. Wheeler
Family Trust dated 11/23/94

Date: Nov 2, 1995

by: [Signature]
Signature James R. Wheeler, Trustee

by: [Signature]
Signature Wanda S. Wheeler, Trustee

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared James R. & Wanda S. Wheeler, as Trustees for the James R. Wheeler & Wanda S. Wheeler Family Trust dtd 11/23/94, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 2ND day of NOVEMBER, 1995.

P. Thomas Murray, Jr.
Notary Public

[Signature]
Signature

Residence County: MARION

My Commission Expires:
12-20-97

Steinmeier Village Homeowners Association, Inc.

BALLOT for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #45 commonly known as 7036 Steinmeier Dr.-West in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows and 2 columns: Item description, To Approve, To Disapprove. Includes items like 'Amended & Restated Articles of Incorporation' and 'Amended & Restated Code of By-Laws'.

Date: Nov. 6, 95

Signature Edith N. Wise

Signature

STATE OF Indiana)
COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Edith N. Wise, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995.

Signature F. E. Howard
Notary Public

My Commission Expires: October 31, 1999

Signature E. E. Howard

Residence County: Marion

Steinmeier Village Homeowners Association, Inc.

BALLOT

for Approval or Disapproval of Amended Corporate Documents

The undersigned, being the designated voting representative(s) of all persons or organizations with an ownership interest in Lot #29 commonly known as 6832 Steinmeier Lane in Indianapolis, Indiana, hereby cast my/our vote pertaining to the approval or disapproval of the proposed amended documents of Steinmeier Village Homeowners Association, Inc., which were mailed with the Notice of the Annual Meeting and which are recommended by the Board of Directors, as the same may be modified in whole or in part at said meeting or at subsequent meetings held for such purpose:

Table with 3 rows and 2 columns: To Approve, To Disapprove. Row 1: Amended & Restated Articles of Incorporation (X in Approve). Row 2: Amended & Restated Code of By-Laws (X in Approve). Row 3: Amended & Restated Declaration of Covenants, Conditions, Restrictions and Easements (X in Approve).

Date: 11/6/95 Signature Donald G. Woehler Signature Barbara Woehler

STATE OF Indiana) COUNTY OF Marion)

Before me a Notary Public in and for said County and State, personally appeared Donald G. & Barbara Woehler, the Owner/Owners (or qualified representative of the Owner/Owners) who acknowledged execution of the foregoing ballot of Steinmeier Village Homeowners Association, Inc., and the Declaration of Covenants, Conditions, Restrictions and Easements.

Witness my hand and Notarial Seal this 6th day of November, 1995. E. E. Howard Notary Public My Commission Expires: October 31, 1999 Signature E. E. Howard Residence County: Marion