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**DECLARATION OF CONDOMINIUM,
EASEMENTS, RESTRICTIONS, COVENANTS
AND BYLAWS FOR
THE WENTWORTH AT WESTCLAY CONDOMINIUMS
WITH EXPANDABLE PROVISIONS**

THIS DECLARATION for a condominium project under the IC 32-25 *et seq.*, previously known as the Indiana Horizontal Property Law, is made this 4 day of MAY, 2005, by WestClay Associates, LLC, a Delaware limited liability company qualified to do business in Indiana (the "Declarant").

1. Declaration and Submission of Real Estate Under Terms and Conditions of IC 32-25. Declarant, whose principal office and place of business is located in 666 Fifth Avenue, 26th Floor, New York, NY 10103, being owner in fee simple of certain real estate located in Hamilton County, Indiana, by virtue of that certain warranty deed dated MARCH 25, 2005, and recorded on APRIL 21, 2005, as Document No. 200500023510, in the records of the Recorder of Hamilton County, Indiana, which is more particularly described on the attached Exhibit "A" (the "Real Estate"), does hereby create, submit, subject and declare the above-described Real Estate to be a condominium under IC 32-25 *et seq.*, as may be amended from time to time, together with the existing buildings, improvements and appurtenances as shown and depicted on (a) the drawings attached as Exhibit "B", labeled as "Site Plans", and certified as correct and accurate on the 6th day of May, 2005, under the seal of Richard J. Kelly of EMH&T, Inc., Registered Professional Engineer Number PE195000555 (the "Site Plans") and (b) the drawings attached recorded on MAY 12, 2005 as Document No. 200500029148 in the Office of the Recorder of Hamilton County, Indiana labeled as "Architectural Floor Plans", prepared by James Childs Architects and dated May 6th, 2005 (the "Architectural Floor Plans"), to be known as the "Wentworth at WestClay Condominiums". The terms and restrictions of this Declaration, the Bylaws, and Rules, as defined below, are in addition to any other restrictions, easements, covenants and encumbrances of record affecting the Real Estate.

2. State Statute. Declarant further states and expressly declares that IC 32-25 *et seq.* is incorporated into and made a part of this Declaration by reference. The statutory provision throughout this Declaration and in all other condominium documents shall be referred to as the "Act".

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
12th day of MAY, 2005
Robin M. Miller Auditor of Hamilton County
Parcel # _____

3. Description of Land. The Real Estate on which the buildings, improvements and appurtenances are located is set forth and described in Exhibit "A" and is further described and depicted on the Site Plans which are incorporated herein by reference.

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

4.1. "Act" means the statutory provisions of IC 32-25, formerly known as the Horizontal Property Law of the State of Indiana. The Act is incorporated herein by reference.

4.2. "Association" means the association of Co-Owners of the Wentworth at WestClay Condominiums, more particularly described in paragraph 19 of this Declaration.

4.3. "Board of Directors" or "Board" means the governing body of the Association, being the initial Board of Directors referred to in the Bylaws or subsequent Board of Directors elected by the Co-Owners in accordance with the Bylaws. The term "Board of Directors", as used herein and in the Bylaws, shall be synonymous with the term "Board of Directors" as used in the Act.

4.4. "Building" means one of the structures on the Real Estate, in which not less than 7 Units are located. The Buildings are more particularly described and identified on the Plans and in paragraph 5 of this Declaration.

4.5. "Bylaws" mean the Bylaws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the Bylaws is attached to this Declaration as Exhibit "C" and is incorporated herein by reference.

4.6. "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 9 of this Declaration.

4.7. "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Common Areas and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the Bylaws.

4.8. "Condominium Interest" shall mean the following:

4.8.1. fee simple title to a Unit;

4.8.2. an undivided Percentage Interest, together with all other Owners in the Common Areas and Limited Common Areas in the Real Estate;

4.8.3. a membership in the Association, as herein defined, and subject to the Declaration, the Bylaws of said Association and all governing documents of said Association; and

4.8.4. an exclusive right of an Owner to occupy and use a Unit, Common Areas and Limited Common Areas in accordance with the Act, this Declaration, the Bylaws, the Rules and other applicable law.

4.9. "Co-Owners" refers to the owners of all the Units.

4.10. The "Wentworth at WestClay Condominiums" means the name by which the Property and condominiums shall be known.

4.11. "Declarant" shall mean and refer to WestClay Associates, LLC and any successors and assigns whom WestClay Associates, LLC designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any Mortgagee acquiring title to all or any portion of the Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant. A Mortgagee acquiring title by virtue of foreclosure against the Declarant does not assume the prior obligations or liabilities of the Declarant.

4.12. "Declaration" shall mean this Declaration of Condominium, Easements, Restrictions, Covenants and Bylaws for the Wentworth at WestClay Condominiums With Expandable Provisions.

4.13. "Garage Condominium Interest" shall mean the following:

4.13.1. fee simple title to a Garage Unit and

4.13.2. an exclusive right of an Owner to use his Garage Unit and the Adjacent Parking Space adjacent to and in front of the entrance to his Garage Unit, if any, as depicted on the Plans in accordance with the Act, this Declaration, the Bylaws, the Rules and other applicable law.

4.14. "Garage Expansion Area" means the area described in Exhibit "D" reserved for the construction of additional Garage Units as more particularly described in paragraph 15.3 of this Declaration.

4.15. "Garage Building" means the freestanding buildings shown on the Plan containing from 2 to 6 one-car garages.

4.16. "Garage Unit" shall mean and refer to the individual garages located within certain Buildings, or in Garage Buildings constructed within the Garage Expansion Area, as shown on the Plans. Each Garage Unit shall be a separate freehold estate as provided in the Act consisting of the space within the boundaries of such garage and being more particularly described and

identified on the Plans and in other paragraphs of this Declaration. Garage Units may be owned only by Owners and may be used only for the storage of passenger automobiles, trucks, motorcycles, boats, trailers, campers, buses or mobile homes and other similar vehicles provided all of the above are stored entirely with a Garage Unit.

4.17. "Limited Common Areas" means the limited common area and facilities as defined in paragraph 10 of this Declaration.

4.18. "Mortgagee" means the holder of a first mortgage lien on a unit.

4.19. "Owner" means a person, firm, corporation, company, partnership, association, trust or other legal entity or any combination thereof that owns the fee simple title to a Unit and the condominium interest inherent therein.

4.20. "Percentage Interest" means the percentage of undivided interest in the title to the Common Areas and Limited Common Areas appertaining to each Unit and Garage Unit as specifically expressed in this Declaration, subject to the expansion of additional Garage Units as provided in paragraph 15.3.

4.21. "Percentage Vote" means that percentage of the total vote accruing to each of the Units and Garage Units which is appurtenant to each particular Unit and Garage Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Unit and Garage Unit.

4.22. "Plans" collectively refers to the Site Plans and the Architectural Floor Plans, including those subsequently filed for Garage Units constructed in the Garage Expansion Area. The term "Plans" shall include the term "plats" as used in IC 32-25-2-8.

4.23. "Property" means the Real Estate, including the Units, Garage Units, Buildings, improvements, recreational facilities, appurtenances and property of every kind and nature whatsoever, real, personal, and mixed, located at the Real Estate and used in connection with the operation, use and enjoyment of the Wentworth at WestClay Condominiums, but expressly does not include the personal property of the Owners or their tenants.

4.24. "Real Estate" means the real estate described in Exhibit "A".

4.25. "Rules" means the Rules and Regulations adopted by the Declarant as long as Declarant is an Owner and/or subsequently by the Association to further proscribe and restrict the rights and duties of each Owner to use and enjoy the Units, Garage Units, Common Areas and Limited Common Areas. The Rules may be amended from time to time as proscribed in the Bylaws.

4.26. "Townhouse Units" shall consist of two floors as shown on the Plans, connected by an interior stairwell. The Townhouse Units are more particularly described in Section 5.

4.27. "Unit" means one of the residential condominium units constituting the Wentworth at WestClay Condominiums but excluding all Garage Units. Each condominium unit shall be a separate freehold estate as provided in the Act consisting of the space within the boundaries of such condominium unit and being more particularly described and identified on the Plans and in other paragraphs of the Declaration. Units may be used only for residential purposes as a dwelling. The term "Unit" as used in this Declaration and all attending documents shall be deemed to be synonymous with the term "Condominium Unit". Wherever the term "Condominium Unit" is used in the Act, the name shall be deemed to apply to the terms "Unit" and "Garage Unit" as used in this Declaration, the Bylaws, the Rules and the Plans.

5. Description of Buildings.

5.1. *Units.* As shown on the Plans, there are a total of 20 Buildings at the Real Estate. Sixteen of the Buildings are three-stories including Building 1 containing 10 Units, Building 2 containing 10 Units, Building 3 containing 10 Units, Building 4 containing 12 Units, Building 6 containing 7 Units, Building 7 containing 7 Units, Building 9 containing 12 Units, Building 10 containing 11 Units, Building 11 containing 10 Units, Building 12 containing 10 Units, Building 13 containing 10 Units, Building 14 containing 12 Units, Building 16 containing 7 Units, Building 17 containing 7 Units, Building 19 containing 12 Units and Building 20 containing 11 Units. In **Building 1**, Units 1B and 1C are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 2**, Units 1A and 1B are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 3**, Units 1A and 1B are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 4**, Units 1A, 1B, 1C, and 1D are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 6**, Unit 1A is on the first floor, Units 2A and 2C are on the second floor and Units 3B and 3C are on the third floor. In **Building 7**, Unit 1B is on the first floor, Units 2B and 2D are on the second floor and Units 3A and 3D are on the third floor. In **Building 9**, Units 1A, 1B, 1C, and 1D are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 10**, Units 1A, 1B, and 1D are on the first floor, Units 2A, 2B, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 11**, Units 1A and 1D are on the first floor, Units 2A, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 12**, Units 1A and 1B are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 13**, Units 1A and 1B are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 14**, Units 1A, 1B, 1C, and 1D are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 16**, Unit 1B is on the first floor, Units 2B, 2C, and 2D are on the second floor and Units 3A and 3D are on the third floor. In **Building 17**, Unit 1A is on the first floor, Units 2A and 2C are on the second floor and Units 3B and 3C are on the third floor. In **Building 19**, Units 1A, 1B, 1C, and 1D are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. In **Building 20**, 1A, 1B, and 1C are on the first floor, Units 2A, 2B, 2C, and 2D are on the second floor and Units 3A, 3B, 3C, and 3D are on the third floor. The remaining 4 Buildings

(Building 5, Building 8, Building 15, and Building 18) each consist of two stories and include 7 Units. In **Building 5**, Units 1A, 1B, and 1D are on the first floor and Units 2A, 2B, 2C, and 2D are on the second floor. In **Building 8**, Units 1A, 1B, and 1C are on the first floor and Units 2A, 2B, 2C, and 2D are on the second floor. In **Building 15**, Units 1A, 1B, and 1C are on the first floor and Units 2A, 2B, 2C, and 2D are on the second floor. In **Building 18**, Units 1A, 1B, and 1D are on the first floor and Units 2A, 2B, 2C, and 2D are on the second floor. No other buildings on the Real Estate contain any Units and there are no other buildings on the Real Estate. None of the Buildings contain a basement. Further details, terms and use conditions for all the Buildings and appurtenances, including, but not limited to the storage areas, recreational areas, parking areas and other Limited Common Areas and Common Areas are set forth in and further delineated on the Plans, and by the Bylaws and Rules.

5.2. Townhouse Units. As shown on the Plans, certain Townhouse Units are located in Buildings 6, 7, 11, 16 and 17. In **Building 6**, Unit 2B is a Townhouse with floor space on the first (designated as Unit 2B Lower on the Plans) and second floor, and Unit 2D is a Townhouse with floor space on the second and third floors (designated as Unit 2D Upper on the Plans). In **Building 7**, Unit 2A is a Townhouse with floor space on the first (designated as Unit 2A Lower on the Plans) and second floors, and Unit 2C is a Townhouse with floor space on the second and third floors (designated as Unit 2C Upper on the Plans). In **Building 11**, Unit 2B is a Townhouse with floor space on the first (designated as Unit 2B Lower on the Plans) and second floors. In **Building 16**, Unit 2A is a townhouse with floor space on the first (designated as Unit 2A Lower on the Plans) and second floors, and Unit 2C is a Townhouse with floor space on the second and third floors (designated as Unit 2C Upper on the Plans). In **Building 17**, Unit 2B is a Townhouse with floor space on the first (designated as Unit 2B Lower on the Plans) and second floors, and Unit 2D is a Townhouse with floor space on the second and third floors (designated as Unit 2D Upper on the Plans). No other buildings on the Real Estate contain any Units and there are no other buildings on the Real Estate. None of the Buildings contain a basement. Further details, terms and use conditions for all the Buildings and appurtenances, including, but not limited to the storage areas, recreational areas, parking areas and other Limited Common Areas and Common Areas are set forth in and further delineated on the Plans, and by the Bylaws and Rules.

5.3. Garage Units. Non-freestanding Garage Units have been constructed as parts of Buildings 2, 3, 5, 6, 7, 8, 12, 13, 15, 16, 17 and 18. More specifically, **Building 2** includes 6 one-car garages (respectively numbered G1, G2, G3, G4, G5 and G6), **Building 3** includes 6 one-car garages (respectively numbered G7, G8, G9, G10, G11 and G12), **Building 5** includes 3 one-car garages (respectively numbered G13, G14, and G15), **Building 6** includes 3 one-car garages and 3 two-car garages (respectively numbered G16, G17, G18, G19, G20 and G21), **Building 7** includes 3 one-car garages and 3 two-car garages (respectively numbered G22, G23, G23, G25, G26 and G27), **Building 8** includes 3 one-car garages (respectively numbered G28, G29 and G30), **Building 12** includes 6 one-car garages (respectively numbered G31, G32, G33, G34, G35 and G36), **Building 13** includes 6 one-car garages (respectively numbered G37, G38, G39, G40, G41 and G42), **Building 15** includes 3 one-car garages (respectively numbered G43, G44 and G45), **Building 16** includes 3 one-car garages and 3 two-car garages (respectively numbered G46, G47, G48, G49, G50 and G51), **Building 17** includes 3 one-car garages and 3 two-car garages (respectively numbered G52, G53, G54, G55, G56 and G57), and **Building 18** includes 3 one-car garages

(respectively numbered G58, G59 and G60). Freestanding Garage Units will be constructed as shown on the Plans, and shall be the expandable portion of this Condominium development. The freestanding Garage Units will be constructed as Garage Buildings numbered A through K, which contain one-car Garage Units only. More specifically, **Garage Building A** includes 2 Garage Units (numbered G61 and G62), **Garage Building B** includes 4 Garage Units (numbered G63, G64, G65 and G66), **Garage Building C** includes 4 Garage Units (numbered G67, G68, G69 and G70), **Garage Building D** includes 4 Garage Units (numbered G71, G72, G73 and G74), **Garage Building E** includes 2 Garage Units (numbered G75 and G76), **Garage Building F** includes 2 Garage Units (Numbered G77 and G78), **Garage Building G** includes 6 Garage Units (numbered G79, G80, G81, G82, G83 and G84), **Garage Building H** includes 4 Garage Units (numbered G85, G86, G87 and G88), **Garage Building I** includes 4 Garage Units (numbered G89, G90, G91 and G92), **Garage Building J** includes 4 Garage Units (numbered G93, G94, G95 and G96) and **Garage Building K** includes 2 Garage Units (numbered G97 and G98). No other buildings on the Real Estate contain any Garage Units. None of the Garage Buildings contain a basement.

6. Identification and Title Transfer of Units and Garage Units. Each Unit is identified and located by building and unit number on the Plans. Each floor level refers to the story on which the Unit is located. Each Garage Unit is identified on the Plans by garage unit number. All Garage Units are located on the first floor or ground level.

The Plans set forth the Buildings as placed upon the Real Estate, set forth the relation of the Buildings to the borders of the Real Estate, and establish the placement of all other improvements upon the Real Estate and in the Buildings. The Plans further establish the location or locations of the Units and Garage Units within the Buildings. Accordingly, the unit numbers and floor level designating the Units and Garage Units within the Building are set forth on the Plans. The Plans further designate the dimensions, layout, locations of each respective Unit and Garage Unit.

A sufficient legal description of each Unit for all purposes shall consist of the identifying numbers of the Unit and Building and the name of the condominium and reference to the recording information. By way of example: Unit 1B in Building 1 may be formally described, conveyed and referred to as Unit Number 1B of Building 1 of the Wentworth at WestClay Condominiums according to the Declaration thereof as recorded on _____, _____ as Document No. _____ and dated _____, 2005, in the Office of the Recorder of Hamilton County, Indiana. Similarly, a Garage Unit may be sufficiently described for all purposes by identifying the Garage Unit number and the Building number with respect to attached garages, and Garage Unit number and Detached Garage Building number for detached garages, and the name of the condominium and reference to the recording information.

7. Description of Units.

7.1. Appurtenances. Each Unit shall consist of all space within the boundaries thereof, as hereinafter defined, all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Unit wherein the same are located, or to which they are attached, but excluding therefrom that area

designated, designed or intended for the use, benefit, support, safety or enjoyment of any other Unit or Garage Unit or which may be necessary for the safety, support, maintenance, use and operation of any part of the Buildings or which are normally designed or designated for common use; provided, however, that all fixtures, equipment and appliances designated, designed or intended for the exclusive enjoyment, use and benefit of a Unit shall constitute a part of such Unit, whether or not the same are located within or partly within the boundaries of such Unit, and all interior walls and all of the floors and ceilings within the boundaries of a Unit are considered part of the Unit.

Buildings 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 17, and 18 contain indoor storage areas accessible from the Common Area corridors in the Buildings. ("Appurtenant Storage Areas"). Each Appurtenant Storage Area shall, for all purposes, be considered limited common area and an inseparable part of the Unit to which it is appurtenant. The Appurtenant Storage Areas are delineated on the Plans as follows: In Building 2, there are 8 Appurtenant Storage Areas; in Building 3, there are 8 Appurtenant Storage Areas; in Building 4, there are 12 Appurtenant Storage Areas; in Building 5, there are 4 Appurtenant Storage Areas; in Building 6, there are 4 Appurtenant Storage Areas; in Building 7, there are 4 Appurtenant Storage Areas; in Building 8, there are 3 Appurtenant Storage Areas; in Building 12, there are 8 Appurtenant Storage Areas; in Building 13, there are 8 Appurtenant Storage Areas; in Building 14, there are 12 Appurtenant Storage Areas; in Building 15, there are 4 Appurtenant Storage Areas; in Building 16, there are 4 Appurtenant Storage Areas; in Building 17, there are 4 Appurtenant Storage Areas; and in Building 18, there are 3 Appurtenant Storage Areas. The Unit to which each Appurtenant Storage Area is appurtenant is stated in Table A below.

TABLE A: Unit and Appurtenant Storage

Unit Number	Building Number	Appurtenant Storage Area Number
2A	2	LCS-1
2D	2	LCS-2
3A	2	LCS-3
3D	2	LCS-4
3B	2	LCS-5
3C	2	LCS-6
2B	2	LCS-7
2C	2	LCS-8
2A	3	LCS-9
2D	3	LCS-10
3A	3	LCS-11
3D	3	LCS-12
3B	3	LCS-13
3C	3	LCS-14
2B	3	LCS-15
2C	3	LCS-16
1A	4	LCS-17
1B	4	LCS-18

Unit Number	Building Number	Appurtenant Storage Area Number
1C	4	LCS-19
1D	4	LCS-20
2A	4	LCS-21
2B	4	LCS-22
2C	4	LCS-23
2D	4	LCS-24
3A	4	LCS-25
3B	4	LCS-26
3C	4	LCS-27
3D	4	LCS-28
2A	5	LCS-29
2B	5	LCS-30
2C	5	LCS-31
2D	5	LCS-32
2C	6	LCS-33
2D	6	LCS-34
3B	6	LCS-35
3D	6	LCS-36
2C	7	LCS-37
2D	7	LCS-38
3A	7	LCS-39
3D	7	LCS-40
2A	8	LCS-41
2B	8	LCS-42
2C	8	LCS-43
2A	12	LCS-44
2D	12	LCS-45
3A	12	LCS-46
3D	12	LCS-47
3B	12	LCS-48
3C	12	LCS-49
2B	12	LCS-50
2C	12	LCS-51
2A	13	LCS-52
2D	13	LCS-53
3A	13	LCS-54
3D	13	LCS-55
3B	13	LCS-56
3C	13	LCS-57
2B	13	LCS-58
2C	13	LCS-59

Unit Number	Building Number	Appurtenant Storage Area Number
1A	14	LCS-60
1B	14	LCS-61
1C	14	LCS-62
1D	14	LCS-63
2A	14	LCS-64
2B	14	LCS-65
2C	14	LCS-66
2D	14	LCS-67
3A	14	LCS-68
3B	14	LCS-69
3C	14	LCS-70
3D	14	LCS-71
2A	15	LCS-72
2B	15	LCS-73
2C	15	LCS-74
2D	15	LCS-75
2C	16	LCS-76
2D	16	LCS-77
3A	16	LCS-78
3D	16	LCS-79
2C	17	LCS-80
2D	17	LCS-81
3B	17	LCS-82
3C	17	LCS-83
2A	18	LCS-84
2B	18	LCS-85
2C	18	LCS-86

7.2. Boundaries. The boundaries of each Unit shall be as shown on the Plans measured between the interior unfinished surface of the floors, ceilings and perimeter walls of each Unit. As to Townhouses those Units shall be as shown on the Plans between the interior unfinished surface of the floors, ceilings and perimeter walls of each story of said Unit, and shall include that space as between the two stories necessary to accommodate the stairway for the Townhouse. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Unit because of inexactness or construction, settling after construction, or for any other reasons, the boundary lines of each Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Unit in and to such space lying outside of the actual boundary lines of the Unit, but within the appropriate wall, floor or ceiling surfaces of the Unit.

7.3. Condominium Interest. Each Unit shall carry with it and have inherent therein a "Condominium Interest" as that term is hereinabove defined, and said Condominium Interest shall be inseparable from said Unit and shall pass with the fee interest to said Unit as an integral part thereof.

7.4. Roof Access Easements. Roof access easements are reserved for access to the roof by authorized persons designated by the Board of Directors or the Manager of the project. The roof access easements are located in buildings and units as follows:

Building 6	Unit 2D Upper
Building 7	Unit 2C Upper
Building 16	Unit 2C Upper
Building 17	Unit 2D Upper

All roof access doors or openings shall be located and only the manager of the project or the authorized persons by the Board of Directors shall have keys to any of the roof access doors or hatchways.

8. Description of Garage Units.

8.1. Appurtenances. Each Garage Unit shall consist of all space within the boundaries thereof, as hereinafter defined, all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Garage Unit wherein the same are located, or to which they are attached, but excluding therefrom that area designated, designed or intended for the use, benefit, support, safety or enjoyment of any other Garage Unit or Unit or which may be necessary for the safety, support, maintenance, use and operation of any part of the Buildings or which are normally designed or designated for common use; provided, however, that all fixtures, equipment and appliances designated, designed or intended for the exclusive enjoyment, use and benefit of a Garage Unit shall constitute a part of such Garage Unit, whether or not the same are located within or partly within the boundaries of such Garage Unit, and all interior walls and all of the floors and ceilings within the boundaries of a Garage Unit are considered part of the Garage Unit.

8.2. Boundaries. The boundaries of each Garage Unit shall be as shown on the Plans measured between the interior unfinished surface of the floors, ceilings and perimeter walls of each Garage Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Garage Unit because of inexactness or construction, settling after construction, or for any other reasons, the boundary lines of each Garage Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Garage Unit in and to such space lying outside of the actual boundary lines of the Garage Unit, but within the appropriate wall, floor or ceiling surfaces of the Garage Unit.

8.3. Condominium Interest. Each Garage Unit shall carry with it and have inherent therein a "Garage Condominium Interest" as that term is hereinabove defined, and said Garage Condominium Interest shall be inseparable from said Garage Unit and shall pass with the fee interest to said Garage Unit as an integral part thereof.

9. Common Areas. Common Areas means, consists of, and includes all portions of the Property and the improvements thereon, excluding the Units, Garage Units, Garage Expansion Area and Limited Common Areas as defined and provided for in this Declaration, the Bylaws, and the Plans. Should all of the Garage Expansion Area not be utilized, Declarant shall have the right to designate the area not so used as Common Area.

Except as otherwise provided, Common Areas shall include but may not be limited to the following:

9.1. The Real Estate;

9.2. The foundations, columns, girders, beams, supports and roofs of the Buildings;

9.3. The driveways, parking areas (excluding the garages Garage Expansion Area shown on the Plans and the single parking space at the entrance of each Garage Unit as shown on the Plans), yards, gardens, sidewalks, playground areas, and buildings, containing maintenance and storage facilities;

9.4. All facilities providing central electricity, gas, water supply systems and sanitary sewer or septic systems and mains serving the Buildings;

9.5. Exterior lighting fixtures and electrical service lighting the exterior of the Buildings;

9.6. Pipes, ducts, electrical wiring and conduits and public utilities lines along with any chase areas through which any of the pipes, ducts, wiring, conduits and public utility lines are contained;

9.7. Roofs, floors, ceilings and perimeter walls, except the interior surface thereof as defined in paragraphs 7.2 and 8.2 of this Declaration;

9.8. All facilities and appurtenances located outside of the boundary lines of the Units and Garage Units, except those areas and facilities expressly defined as part of a Unit or Garage Unit and except to the extent the same are otherwise classified and defined as Limited Common Areas; and

9.9. Any other portions of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except to the extent specifically included within the boundaries of the Units, Garage Units, or Garage Expansion Area.

Each Owner may use the Common Areas in accordance with this Declaration, the Bylaws, and the Rules for the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, subject always to the exclusive use of Units, Garage Units and Limited Common Areas as provided in this Declaration.

10. Limited Common Areas. Limited Common Areas means, consists of, and includes the portions of the Property which are limited in their use and enjoyment to fewer than all the Owners. The designation of the Limited Common Areas and the Unit(s) or Garage Unit(s) they serve is set forth and depicted on the Plans and/or is described and defined in this Declaration or the Bylaws. The uses to which each of the Limited Common Areas may be put are defined in this Declaration and may be further restricted by the Bylaws and Rules. The costs of upkeep, repair, maintenance, replacement and management of the Limited Common Areas shall be charged in a manner provided in the Bylaws and Rules. Limited Common Areas and those Owners to which use thereof is limited are as follows:

10.1. Mechanical Equipment. Air-conditioning equipment, heating equipment, ventilation equipment, ducts, pipes, wires, bathroom plumbing facilities and fixtures, kitchen plumbing facilities and fixtures, and hot and cold water systems, including water heaters, shall be Limited Common Areas reserved for the use of the Unit(s) or Garage Unit(s) respectively served thereby.

10.2. Adjacent Parking Spaces. As shown on the Site Plans, adjacent to and directly in front of the entrance to most Garage Units is a single outside parking space (collectively, the "Adjacent Parking Spaces"). All of these Adjacent Parking Spaces shall be considered Limited Common Areas under this Declaration. In a manner proscribed by the Bylaws and/or Rules, each Garage Unit owner shall have the exclusive use, subject to the provisions of the Bylaws and Rules, of the Adjacent Parking Space adjacent to the entrance to his Garage Unit.

10.3. Stairways. All stairways, except those within a Townhouse Unit, which rise above the floor of the second story of each given Building are reserved for use, subject to and in accordance with the Bylaws and Rules, only by the Owners of Units located on the third story of that Building. All stairways, except those within a Townhouse Unit, which rise above the floor of the first story of each given Building are reserved for use, subject to and in accordance with the Bylaws and Rules, only by the Owners of Units located on the second and third stories (if there is a third story) of that Building.

10.4. Unit Windowframes, Doorframes, Entranceways, Walks and Steps. Appurtenant Storage Areas, Windowframes, doorframes, entranceways, walks and steps upon or through which access to a Unit or Garage Unit is obtained are limited to the use and enjoyment of the Owners of Units and Garage Units within that Building, or to Owners as identified in this Declaration. The Appurtenant Storage Areas and the exterior sides and surfaces of doors, windows

and frames surrounding the same in the perimeter walls of each Unit or Garage Unit shall be limited to the exclusive use of the respective Unit or Garage Unit to which they appertain and the expense for maintaining or replacing same shall be borne by the Owner of the respective Unit or Garage Unit.

10.5. Roof Access Areas. The areas of each Building designated as "Roof Access Areas" on the Plans shall be reserved for the sole use of the Owners of Units within that respective Building for the purpose of maintaining and using satellite dish receivers. Access to the Roof Access Areas shall be limited as proscribed by the Bylaws and/or Rules to qualified professionals and other persons authorized by the Board of Directors. The Board may restrict or prohibit individual satellite receivers if a common satellite system is installed in a Building allowing multiple connections to all Units within that Building.

10.6. Utilities and Improvements Serving Individual Units. All utilities lying within the exterior dimensions of the perimeter walls of any Unit or Garage Unit and exclusively serving a particular Unit(s) or Garage Unit(s) within the Building shall be deemed to be Limited Common Areas, and shall be restricted to the use and enjoyment of the Unit(s) or Garage Unit(s) which they serve. Such utilities shall expressly be deemed to include, but shall not be limited to all water, sewer, gas, electrical, TV, telephone and heating and air conditioning lines, ducts, improvements and facilities of every type or nature whatsoever. Except as may otherwise be expressly provided, such utilities and all portions thereof lying outside the exterior perimeters of any Unit shall be deemed to be and remain Common Areas. In addition to those facilities established as Limited Common Areas above, all heating and air-conditioning facilities lying within or without the exterior perimeters of any Unit or Garage Unit and serving any particular Unit or Garage Unit within any such Building shall be deemed to be Limited Common Areas, and shall be restricted to the use and enjoyment of the Unit or Garage Unit which they serve. The cost of maintaining and replacing such facilities shall be borne by the Unit or Garage Unit served thereby and the Owner of the Unit and/or Garage Unit shall be personally responsible for such maintenance replacement and costs. Such heating and air-conditioning facilities shall include all heating and air-conditioning ducts, lines and improvements lying within the exterior or interior perimeters of the Building, all air condenser units located or lying outside any Unit or Garage Unit and all lines, ducts or facilities connecting any such condenser with any of the said lines, ducts or improvements within the perimeters of a Building.

10.7. Limited Common Areas Depicted on Plans. All other areas and facilities designated and shown on the Plans as Limited Common Areas shall be limited to the Unit(s) or Garage Unit(s) to which they appertain and serve as shown on the Plans.

11. Encroachments and Easements for Common Areas. If by reason of the location, construction, settling or shifting of a Building, Common Areas or Limited Common Areas now encroaching or shall hereafter encroach upon any Unit and/or Garage Unit, then in such event, an easement shall be deemed to exist and run to the Co-Owners and the Association for the maintenance, use and enjoyment of such Common Areas or Limited Common Areas.

Notwithstanding anything hereinabove or hereinafter set forth, each Owner shall have an easement in common with another Owner or Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities of any kind or nature located in or running through any of the other Unit(s) (or any Garage Unit) and serving his Unit or Garage Unit.

12. Encroachment Due to External Cause. In the event the Building, the Unit, Garage Unit or any adjoining common element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any Unit or Garage Unit, or of any Unit or Garage Unit upon any other Unit or Garage Unit, or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such Building shall stand.

13. Easements. The Board of Directors shall be authorized and empowered to give, convey, transfer, cancel, relocate, and otherwise deal with utility and other easements located on or within the Common and Limited Common Areas.

14. Ownership of Common Areas and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Limited Common Areas, subject to this Declaration, the Bylaws and the Rules, as provided by the Act with all other Owners, and subject to Declarant's right to expand the number of Garage Units in the Garage Unit Expansion Area. The amount of each Owner's undivided interest shall be termed his "Percentage Interest" and shall be equal to the percentage of the combined floor areas of each Unit and Garage Unit owned by an Owner relative to the total combined floor area of all Units and Garage Units. For the purpose of determining each Owner's Percentage Interest the total combined floor area of all Units and Garage Units is 218,310 square feet and each Unit and Garage Unit individually consist of the following floor areas (whether or not accurate) and shall initially carry the Percentage Interest as defined in Table B and Table C below, and following the expansion of Garage Units as described in Paragraph 15.3, and depicted in Table D.

15. Sales and Management Offices, Model Units. In Accordance with Indiana Code §32-25-8-4 Declarant reserves the right to maintain sales offices, management offices and model condominium units until all of the condominium units at Wentworth at WestClay Condominiums are sold.

15.1. Number of Sales Offices. For so long as Declarant is an Owner, Declarant may maintain up to three sales office locations and the primary sales office is located on the lower level of Unit 2B in Building 11. The size of the sales office is shown on the floor plans. The sales office may be relocated in the event Unit 2B in Building 11 is sold before all units in the Wentworth at WestClay Condominium units are completely sold. The sales office may be relocated, at the Declarant's discretion, in any management office of the project, as shown on the plans, or relocated into one or more unsold and unoccupied condominium units provided the total number of sales and sale offices does not exceed 3 separate locations within the condominium project.

15.2. Model Units. Three model condominium units may be maintained by the Declarant as models for display and sales purposes to prospective purchasers for so long as Declarant is an Owner. The initial location of three models is: Building 14, Unit 1A (3 bedroom unit); Building 12, Unit 1B (a 1 bedroom unit); and Building 11, Unit 2B (a 2 bedroom unit). In the event any of the initial designated models as set forth in this subparagraph are sold and condominium units remain to be sold, the Declarant may relocate the model or models into any unsold and unoccupied three bedroom unit, two bedroom unit or a one bedroom unit, provided the total number of models does not at any time exceed three units.

15.3. Expandable Condominium Declarant's Reserved Rights.

Wentworth at WestClay Condominiums is and shall be an "expandable condominium" with respect to the Garage Units only, as defined in the Act, and Declarant expressly reserves the right and option to expand the Property in accordance with the provisions of the Act within the next ten (10) years in accordance with the following provisions:

15.3.1. The property described and defined as Exhibit "A" is the real estate being subjected to this Declaration and constitutes Phase I of the general plan of development of the real estate. This Property described and defined in Exhibit "D" is the Garage Expansion Area. The Garage Expansion Area shall not exceed 38 one-car Garage Units. The total number of Garage Units in the Wentworth at WestClay Condominiums after expansion shall not exceed 98 Garage Units. Subject to said limit as to the maximum number of Garage Units to be developed on the real estate, the Project may be expanded by Declarant to include additional portions of the Garage Expansion Area in one or more additional phases by the execution and recording of one or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option or expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding to include other portions of the Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is commenced on or before five (5) years from the date of this Declaration. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand beyond Exhibit "A" or Exhibit "D" or any other portions of the Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above.

15.3.2. The initial Percentage Interest which will appertain to each Garage Unit in Wentworth at WestClay Condominiums is shown in Table C. The Percentage Interest appertaining to each Garage Unit following the completion of the 38 Garage Units in the Garage Expansion Area is shown in Table D. If, for whatever reason, less than 38 Garage Units are constructed in the Garage Expansion Area, the Percentage Interest appertaining to each Garage Unit shall be a percentage equal to the total number of square feet in that Garage Unit divided by the total number of square feet in all Garage Units which from time to time have been subjected and submitted to the Declaration and then constitute a part of Wentworth at WestClay Condominiums Garage Units.

15.3.3. Simultaneously with the recording of amendments or supplements to this Declaration expanding the Property for the new Garage Units, Declarant shall record new plans as required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Percentage Interests, if different from that shown in Table D, so that the Units depicted on such new plans shall be allocated to Percentage Interests in the Common Areas on the same basis as the Units and Garage Units depicted in prior plans. Such reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating those changes has been recorded.

15.3.4. When the amendment or supplement to the Declaration incorporating the addition of Garage Units or expansion of Common Areas, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Areas described in the Declaration and shall attach to the reallocated Percentage Interests in the Common Areas as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interests appertaining to additional Garage Units being added by the amendment or supplement to the Declaration are subject to mortgage liens upon the recordation of the amendment or supplement to the Declaration. In furtherance of the foregoing, a power coupled with an interest is granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Garage Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this paragraph 15. Each deed, mortgage or other instrument with respect to a Garage Unit and the acceptance of such deed shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact, and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Areas appurtenant to each Garage Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration. Each Owner of a Garage Unit by acceptance of a deed, further acknowledges, consents, and agrees, as to each such amendment or supplement to this Declaration that is recorded as follows:

15.3.4.1. The portion of the Property described in each such amendment or supplement to this Declaration shall be governed in all respect by the provisions of the Declaration, as it may be amended or supplemented by Declarant.

15.3.4.2. The Percentage Interest in the Common Areas appurtenant to each Garage Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

15.3.4.3. Each deed, mortgage, or other instrument affecting a Garage Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas appurtenant to each Garage Unit shall, upon the recording of each amendment or supplement to this Declaration, be divested *pro tanto* to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, mortgagees, and

others owning an interest in the other Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

15.3.4.4. A right of revocation is reserved by the grantor in each such deed, mortgage, or other instrument of a Garage Unit to so amend and reallocate the Percentage Interest in the Common Areas appurtenant to each Garage Unit.

15.3.4.5. The Percentage Interest in the Common Areas appurtenant to each Garage Unit shall include and be deemed to include any additional Common Areas included in land into which the Condominium is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage, or other instrument affecting a Garage Unit shall be deemed to include such additional Common Areas and the ownership of any such Garage Unit and lien of any such mortgage shall automatically include and attach to such additional Common Areas as such amendments or supplements of this Declaration are recorded.

15.3.4.6. Each Owner shall have a perpetual easement, appurtenant to his Garage Unit, for the use of any such additional Common Areas described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (also known as Limited Areas) of specific Units as may be provided in any such amendment or supplement to this Declaration.

15.3.4.7. The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Garage Unit prior to such recording.

15.3.4.8. Each Owner, by acceptance of the deed conveying his Garage Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.

15.3.4.9. Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph 15 to comply with the Act as it may be amended from time to time.

TABLE B: Unit Percentage Interest

UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
1B	1	1211	.55
1C	1	1205	.55
2A	1	1211	.55
2B	1	1211	.55

UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
2C	1	1205	.55
2D	1	1205	.55
3A	1	1211	.55
3B	1	1211	.55
3C	1	1205	.55
3D	1	1205	.55
1A	2	706	.32
1B	2	706	.32
2A	2	713	.33
2B	2	713	.33
2C	2	693	.32
2D	2	693	.32
3A	2	712	.33
3B	2	712	.33
3C	2	692	.32
3D	2	692	.32
1A	3	706	.32
1B	3	706	.32
2A	3	713	.33
2B	3	713	.33
2C	3	693	.32
2D	3	693	.32
3A	3	712	.33
3B	3	712	.33
3C	3	692	.32
3D	3	692	.32
1A	4	1494	.68
1B	4	1500	.69
1C	4	1500	.69
1D	4	1494	.68
2A	4	1494	.68
2B	4	1500	.69
2C	4	1500	.69
2D	4	1494	.68
3A	4	1494	.68
3B	4	1500	.69
3C	4	1500	.69
3D	4	1494	.68
1A	5	1089	.50
1B	5	706	.32
1D	5	1083	.50

UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
2A	5	1089	.50
2B	5	706	.32
2C	5	686	.31
2D	5	1083	.50
1A	6	706	.32
2A	6	706	.32
2B	6	1698	.78
2C	6	1083	.50
2D	6	1128	.52
3B	6	1089	.50
3C	6	1083	.50
1B	7	706	.32
2A	7	1698	.78
2B	7	706	.32
2C	7	1128	.52
2D	7	1083	.50
3A	7	1089	.50
3D	7	1083	.50
1A	8	706	.32
1B	8	1089	.50
1C	8	1110	.51
2A	8	706	.32
2B	8	1089	.50
2C	8	1110	.51
2D	8	686	.31
1A	9	1211	.55
1B	9	1211	.55
1C	9	1205	.55
1D	9	1205	.55
2A	9	1211	.55
2B	9	1211	.55
2C	9	1205	.55
2D	9	1205	.55
3A	9	1211	.55
3B	9	1211	.55
3C	9	1205	.55
3D	9	1205	.55
1A	10	1211	.55
1B	10	1850	.85
1D	10	1205	.55
2A	10	1211	.55

UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
2B	10	1211	.55
2C	10	1205	.55
2D	10	1205	.55
3A	10	1211	.55
3B	10	1211	.55
3C	10	1205	.55
3D	10	1205	.55
1A	11	1211	.55
1D	11	1205	.55
2A	11	1211	.55
2B	11	2160	.99
2C	11	1205	.55
2D	11	1205	.55
3A	11	1211	.55
3B	11	1211	.55
3C	11	1205	.55
3D	11	1205	.55
1A	12	706	.32
1B	12	706	.32
2A	12	713	.33
2B	12	713	.33
2C	12	693	.32
2D	12	693	.32
3A	12	712	.33
3B	12	712	.33
3C	12	692	.32
3D	12	692	.32
1A	13	706	.32
1B	13	706	.32
2A	13	713	.33
2B	13	713	.33
2C	13	693	.32
2D	13	693	.32
3A	13	712	.33
3B	13	712	.33
3C	13	692	.32
3D	13	692	.32
1A	14	1500	.69
1B	14	1494	.68
1C	14	1494	.68
1D	14	1500	.69

UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
2A	14	1500	.69
2B	14	1494	.68
2C	14	1494	.68
2D	14	1500	.69
3A	14	1500	.69
3B	14	1494	.68
3C	14	1494	.68
3D	14	1500	.69
1A	15	706	.32
1B	15	1089	.50
1C	15	1083	.50
2A	15	706	.32
2B	15	1089	.50
2C	15	1083	.50
2D	15	686	.31
1B	16	706	.32
2A	16	1698	.78
2B	16	706	.32
2C	16	1128	.52
2D	16	1083	.50
3A	16	1089	.50
3D	16	1083	.50
1A	17	706	.32
2A	17	706	.32
2B	17	1698	.78
2C	17	1083	.50
2D	17	1128	.52
3B	17	1089	.50
3C	17	1083	.50
1A	18	1089	.50
1B	18	706	.32
1D	18	1110	.51
2A	18	1089	.50
2B	18	706	.32
2C	18	686	.31
2D	18	1110	.51
1A	19	1211	.55
1B	19	1211	.55
1C	19	1205	.55
1D	19	1205	.55
2A	19	1211	.55

UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
2B	19	1211	.55
2C	19	1205	.55
2D	19	1205	.55
3A	19	1211	.55
3B	19	1211	.55
3C	19	1205	.55
3D	19	1205	.55
1A	20	1850	.85
1B	20	1211	.55
1C	20	1205	.55
2A	20	1211	.55
2B	20	1211	.55
2C	20	1205	.55
2D	20	1205	.55
3A	20	1211	.55
3B	20	1211	.55
3C	20	1205	.55
3D	20	1205	.55
TOTAL		201865	92.47

TABLE C: Initial Garage Percentage Interest

GARAGE UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
G1	2	226	.10
G2	2	226	.10
G3	2	222	.10
G4	2	222	.10
G5	2	226	.10
G6	2	226	.10
G7	3	226	.10
G8	3	226	.10
G9	3	222	.10
G10	3	222	.10
G11	3	226	.10
G12	3	226	.10
G13	5	222	.10
G14	5	226	.10
G15	5	226	.10
G16	6	225	.10
G17	6	226	.10
G18	6	222	.10

GARAGE UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
G19	6	486	.22
G20	6	467	.21
G21	6	455	.21
G22	7	455	.21
G23	7	467	.21
G24	7	486	.22
G25	7	222	.10
G26	7	226	.10
G27	7	226	.10
G28	8	273	.13
G29	8	194	.09
G30	8	222	.10
G31	12	226	.10
G32	12	226	.10
G33	12	222	.10
G34	12	222	.10
G35	12	226	.10
G36	12	226	.10
G37	13	226	.10
G38	13	226	.10
G39	13	222	.10
G40	13	222	.10
G41	13	226	.10
G42	13	226	.10
G43	15	222	.10
G44	15	226	.10
G45	15	226	.10
G46	16	226	.10
G47	16	226	.10
G48	16	222	.10
G49	16	486	.22
G50	16	467	.21
G51	16	455	.21
G52	17	455	.21
G53	17	467	.21
G54	17	486	.22
G55	17	222	.10
G56	17	226	.10
G57	17	226	.10
G58	18	273	.13
G59	18	194	.09

GARAGE UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
G60	18	222	.10
TOTAL		16445	7.53

TABLE D: Expanded Garage Percentage Interest

GARAGE UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
G1	2	226	.07
G2	2	226	.07
G3	2	222	.07
G4	2	222	.07
G5	2	226	.07
G6	2	226	.07
G7	3	226	.07
G8	3	226	.07
G9	3	222	.07
G10	3	222	.07
G11	3	226	.07
G12	3	226	.07
G13	5	222	.07
G14	5	226	.07
G15	5	226	.07
G16	6	225	.07
G17	6	226	.07
G18	6	222	.07
G19	6	486	.15
G20	6	467	.15
G21	6	455	.14
G22	7	455	.14
G23	7	467	.15
G24	7	486	.15
G25	7	222	.07
G26	7	226	.07
G27	7	226	.07
G28	8	273	.08
G29	8	194	.06
G30	8	222	.07
G31	12	226	.07
G32	12	226	.07

GARAGE UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
G33	12	222	.07
G34	12	222	.07
G35	12	226	.07
G36	12	226	.07
G37	13	226	.07
G38	13	226	.07
G39	13	222	.07
G40	13	222	.07
G41	13	226	.07
G42	13	226	.07
G43	15	222	.07
G44	15	226	.07
G45	15	226	.07
G46	16	226	.07
G47	16	226	.07
G48	16	222	.07
G49	16	486	.15
G50	16	467	.15
G51	16	455	.14
G52	17	455	.14
G53	17	467	.15
G54	17	486	.15
G55	17	222	.07
G56	17	226	.07
G57	17	226	.07
G58	18	273	.08
G59	18	194	.06
G60	18	222	.07
G61	A	204	.06
G62	A	204	.06
G63	B	204	.06
G64	B	205	.06
G65	B	205	.06
G66	B	204	.06
G67	C	204	.06
G68	C	205	.06
G69	C	205	.06
G70	C	204	.06
G71	D	204	.06
G72	D	205	.06
G73	D	205	.06

GARAGE UNIT NUMBER	BUILDING NUMBER	FLOOR AREA (square feet)	PERCENTAGE INTEREST
G74	D	204	.06
G75	E	204	.06
G76	E	204	.06
G77	F	204	.06
G78	F	204	.06
G79	G	204	.06
G80	G	205	.06
G81	G	205	.06
G82	G	205	.06
G83	G	205	.06
G84	G	204	.06
G85	H	204	.06
G86	H	205	.06
G87	H	205	.06
G88	H	204	.06
G89	I	204	.06
G90	I	205	.06
G91	I	205	.06
G92	I	204	.06
G93	J	204	.06
G94	J	205	.06
G95	J	205	.06
G96	J	204	.06
G97	K	204	.06
G98	K	204	.06
TOTAL		24213	7.53

16. Voting Rights. Subject to the rights of Declarant in paragraph 15 above, the Percentage Interest appertaining to each separate Unit and Garage Unit set forth in paragraph 15 above shall be permanent and shall not be altered or changed without the unanimous written consent of all the Owners and then only if in compliance with all requirements of the Act. Each Owner shall be entitled to the number of votes equal to the total of the Percentage Interest stated in paragraph 15 above. Section 2.05 of the Bylaws further sets forth the voting rights and procedure. Each Owner shall be permitted to designate a written proxy to vote on all matters.

17. Real Estate Taxes and Village Assessment. Real estate taxes are to be separately assessed and taxed to each Unit and Garage Unit as provided in the Act. In the event that real estate taxes for any year are not separately assessed and taxed to each Unit and Garage Unit, but are assessed and taxed on the Property as a whole, then each Owner shall pay his proportionate share of such taxes to the extent attributable to the Property pro rata according to Each Owner's Percentage Interest. Assessments made against a Unit or Garage Unit by the Village of WestClay shall be paid

by the Owner of that Unit or Garage Unit. Assessments made against Common Areas and Limited Common Areas by the Village of WestClay shall be treated as Common Expenses.

18. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities necessary to maintain Garage Units, if metered with other Garage Units but separately from utilities serving Units, Limited Common Areas, and Common Areas, shall be paid, pro rata according to the percentage of floor area of each Garage Unit collectively metered, by the Owners of Garage Units collectively metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of the Co-Owners (for the purpose of this Declaration and the Bylaws, a majority vote shall consist of at least 51% of the votes).

19. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery and maintenance vehicles, shall have the right to enter upon the streets, Common Areas, and Limited Common Areas of the Wentworth at WestClay Condominiums in the performance of their duties and services. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewer, gas, telephones, cable television and communications, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, telephone lines, cable or satellite television lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Directors. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the property and to affix and maintain electric and telephone wires, circuits, and conduits on, across and under the roofs and exterior walls of the Buildings.

20. Association of Owners.

20.1. Subject to any rights of Declarant reserved in this Declaration or Bylaws, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property shall be by the Association. After the Declarant no longer owns any Units, the Association may become, at its option, a corporation or company organized as a not-for profit corporation under the laws of the State of Indiana by a vote of twenty five percent (25%) of the Percentage Vote. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association (or corporation if incorporated) and shall remain a member until such time as his ownership ceases, but membership shall terminate when such person ceases to be an Owner, and will automatically be transferred to the New Owner.

20.2. The Association shall elect a Board of Directors annually (except for an Initial Board of Directors defined in the Bylaws) in accordance with, and as prescribed by, the Bylaws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Directors, except for such Initial Board of Directors who shall serve for the period provided in the Bylaws. Each person serving on the Initial Board of Directors, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member

of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board of Directors shall be deemed or considered a member of the Association nor an Owner for any other purpose (unless he is actually an Owner and thereby a member of the Association).

20.3. The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repaired, replacement and upkeep of the Property exclusive of the Units and Garage Units.

21. Maintenance, Repairs and Replacements.

21.1. Each Owner shall, at his or her expense, be responsible for the maintenance, repairs, decoration and replacement within his or her own Unit and Garage Unit (of the Owner owns a Garage Unit), and the Limited Common Areas reserved or leased for his Unit or Garage Unit use and as further provided in the Bylaws. Each Owner shall repair any defect occurring in his or her Unit and Garage Unit (if the Owner owns a Garage Unit) which, if not repair, might adversely affect any Unit, Garage Unit, Common Area or Limited Common Area. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Common Areas shall be controlled by the Association and shall be chargeable by the Association to all Units or fewer than all Units for Limited Common Areas serving those areas as this Declaration, the Bylaws and/or the Rules shall provide.

21.2. The Board of Directors shall adopt such Rules concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Common Areas as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate.

21.3. The Association shall have the duty of determining by estimate or otherwise and collecting the amount of Common Expenses necessary to maintain, repair or replace equipment and facilities, and administer the Wentworth at WestClay Condominiums and all improvements constituting a part thereof and said duties of the Association shall be more fully set out in the Bylaws thereof consistent with the following general statement of the obligations of said Association. Annually, on or before the date of the regular annual meeting of the Association, the Association shall notify all Owners of the amount of the estimate annual assessment and shall collect the applicable percentage (as set forth in paragraph 14 herein) of the amount thereof from each Owner on not less than a monthly basis. The estimated Common Expenses shall be on a calendar year basis. The Association shall maintain and establish a reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, over and above usual and ordinary repair expenses of the Common Area and facilities pursuant to IC 32-25-4-4(c).

21.4. The Declarant or developer (or a successor in interest of either), that is a co-owner of unoccupied condominium units offered for the first time for sale is excused from contributing toward the expenses referred to in Subsection (a) of IC §32-25-4-4 (effective January 1, 2003) for a period that begins on the day that the declaration is recorded and terminates no later than

the first day of the 24th calendar month following the month in which the closing of the sale of the first condominium unit occurs. Provided, however, if the expenses referred to in Subsection (a) of IC §32-25-4-4 incurred by the Declarant, developer, or a successor during the period referred to in this subparagraph exceed the amount assessed against the other co-owners, the Declarant, developer or successor shall pay the amount by which the expenses incurred by the Declarant, developer or successor exceed the expenses assessed against the other co-owners.

21.5. Common Expenses shall be deemed to include but shall not be limited to the insurance premium for all insurable improvements, administration and management expenses, the cost of maintenance of the recreation areas and other facilities and equipment used in connection therewith. It shall also include all other maintenance, repair and upkeep of the Common Areas. All Owners shall be responsible and liable for a pro-rata share of the Common Expenses as provided for in this Declaration and the Bylaws incorporated herein.

21.6. It is expressly provided that the expense of maintenance, repair and upkeep of the Limited Common Areas shall be borne exclusively by the Owners of the Units and Garage Units entitled to the use and enjoyment of such Limited Common Areas. Except as otherwise provided in the Declaration, Bylaws and Rules, it shall be the duty of the Association to provide all such maintenance, repair and upkeep of the Limited Common Areas. The Association shall have the further responsibility of collecting the expenses of the same incurred with respect to any such Limited Common Areas from the Owner(s) entitled to the exclusive use and enjoyment of such Limited Common Areas. The Association may establish uniform reserves for this purpose. It shall be understood, however, that any damage caused by an Owner, tenant of an Owner, or guest or invitee of an Owner through said party's negligence, wear or tear, or by his willful acts, shall be the responsibility of the Owner and a lien against the Unit and/or Garage Unit of such Owner as hereinafter provided shall exist with respect to any such damage.

21.7. The Board of Directors shall have the sole and exclusive power, authority and obligation to determine all matters affecting assessments, except as may otherwise be provided for in this Declaration and/or the Bylaws. Such power, authority and obligation shall expressly include, but shall not be limited to, the allocation of all assessments between Units, Garage Units, and Owners, the determination of whether property making up any portion of the Wentworth at WestClay Condominiums constitutes Common Areas or Limited Common Areas as provided for in this Declaration and Bylaws, and the determination of whether expenditures with respect to any such property affecting the same is assessable against all, or fewer than all, of the Owners. Such determinations by the Board shall be binding upon all parties and all Owners unless it shall be shown that said determinations were made in bad faith with an intent to prefer certain Units, Garage Units, or Owners over others, or that such determinations were made in contravention of the express terms and conditions of this Declaration and/or the Bylaws.

22. Alterations, Additions and Improvements. Except as may be otherwise provided in the Declaration, the Bylaws or the Rules, no Owner shall make any alterations or additions to any Common Areas or Limited Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Unit or Garage Unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in

which the Unit or Garage Unit is located. Any two Units may be interconnected through a common wall, floor or ceiling, provided the title to the two Units is in the name of one person or husband and wife or corporation or other legal entity. The plans creating the opening and joinder of two Units must be approved by the Declarant and if the Declarant owns no further Units, such approvals must be given by the Board of Directors which will not be unreasonably withheld provided the integrity of the Building is not compromised. Each Unit so connected shall continue to pay Common Area and other assessments based on the percentages interest for each Unit established in this Declaration. If joined, the Owner shall be responsible for such costs of construction, and for cost of construction of later separating the Units to their original configuration.

23. Insurance.

23.1. The Co-Owners, through the Association, shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Property in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Directors, the Board of Directors may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner and, if applicable, the Mortgagee of each Owner upon the following terms and conditions:

23.2. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the insured parties. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and their respective Mortgagees. The proceeds shall be used or disbursed by the Association or Board of Directors, as appropriate, only in accordance with the provisions of the Declaration.

23.3. The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by an event insured under the said master casualty insurance policy.

23.4. Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents, and guests and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, and (ii) that notwithstanding any provision thereof giving the insurer an

election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 23 of this Declaration.

23.5. The Co-Owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, the Board of Directors, any committee or organization of the Association or Board of Directors, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Wentworth at WestClay Condominiums, all Owners and all other persons entitled to occupy any Unit, or Garage Unit, or other portions of the Wentworth at WestClay Condominiums.

23.6. The Co-Owners, through the Association, shall also obtain any other insurance required by law to be maintained, including but not limited to workman's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Board of Directors.

23.7. The premiums for all such insurance hereinabove described shall be paid by the Association as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

23.8. In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a Mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his Mortgagee jointly.

23.9. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his Unit (including but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him), Garage Unit (including but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him if the Owner owns a Garage Unit), and his personal property stored elsewhere on the property, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Unit (and Garage Unit if the Owner owns a Garage Unit) but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the

Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to pro-ration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

24. Casualty and Restoration.

24.1. Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a majority vote of all Owners present at a special meeting of the Association called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Association shall be called and held within 90 days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such 90-day period, or if the determination of whether or not there has been a complete destruction of all of the Buildings has not been made within such 90-day period, then it shall be conclusively presumed that the Co-Owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

24.2. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction; or in the event there are no insurance proceeds, and if the Property is not to be removed from the Wentworth at WestClay Condominium, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of Units in proportion to the total square footage of floor area owned by each Owner as Units and Garage Units. Any such amounts payable by the Co-Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein and in the Act.

24.3. For purposes of subparagraphs 24.1 and 24.2 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Units and/or Garage Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

24.4. If, under subparagraph 24.1 above, it is determined by a majority vote of the Co-Owners at the special meeting of the Association referred to therein that there has been a complete destruction of all of the Buildings, the Co-Owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the

Co-Owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of 2/3 of all of the Co-Owners a decision is made to rebuild, reconstruct and repair the Buildings. If 2/3 of all of the Co-Owners vote and decide that the Buildings are to be rebuilt, reconstructed and repaired the insurance proceeds, if any, received by the Association shall be applied and any excess of construction costs over insurance proceeds, if any, received by the Association shall be contributed and paid as hereinabove provided in subparagraphs 24.1 and 24.2.

24.5. If, in case of the complete destruction of all of the Buildings, less than 2/3 of all of the Co-Owners at the special meeting vote against the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act and in accordance with the Act:

24.5.1. the Property shall be deemed to be owned in common by the Owners;

24.5.2. the undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

24.5.3. any liens affecting any of the Units and/or Garage Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Property; and

24.5.4. the property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property, after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Owner.

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

24.7. The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Directors from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

24.7.1. if the amount of the estimated cost of reconstruction and repair is less than \$50,000.00 then the construction fund shall be disbursed in payment of such costs upon order

of the Board of Directors; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided in the following paragraph 24.7.2.

24.7.2. if the estimated cost of reconstruction and repair of the Buildings or other improvements is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, sub-contractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, do not exceed the amount of construction fund remaining after payment of the sum so requested.

24.7.3. Encroachments upon or in favor of Units or Garage Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

24.7.4. In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Common Areas, or, in the discretion of the Board of Directors, it may be distributed to the Owners in the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

25. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Units and Garage Units are set forth in the Rules, Bylaws and this Declaration. These covenants and restrictions are for the mutual benefit and protection of the present and future owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Co-Owners or by the Association. The party seeking such enforcement shall be entitled to injunctive relief against any violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, including the recovery of reasonable costs and attorneys fees, but there shall be no right of reversion or forfeiture of title resulting from such violation.

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

26.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

26.2. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by Owners having the aggregate of twenty-five percent (25%) of the Percentage Vote.

26.3. Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.

26.4. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than 51% in the aggregate of the Percentage Vote. In the event any Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the Bylaws.

26.5. Approval by Eligible Mortgage Holders. Amendments of a material nature must be approved by eligible mortgage holders representing at least 51% of the votes of Units that are subject to mortgages held by eligible holders. An eligible mortgage holder is any holder which has given prior written notice of its interest to the Board of Directors, in accordance with the Bylaws. A change in any of the following would constitute a material amendment:

26.5.1. voting rights;

26.5.2. subordination of assessment liens;

26.5.3. reserves for maintenance, repair or replacement of Common Areas or Limited Common Areas;

26.5.4. reallocation of Percentage Interests;

26.5.5. insurance or fidelity bond requirements;

26.5.6. leasing of Units or Garage Units;

26.5.7. restrictions on sale of Units or Garage Units;

26.5.8. any provisions that expressly benefit mortgage holders, insurers or guarantors; or

26.5.9. Method by which assessments or assessment liens are determined.

26.6. Special Amendments. No amendment to this Declaration shall be adopted which changes:

26.6.1. except as provided for in the Garage Expansion Area in this Declaration, pursuant to IC 32-25-4-3 and 32-25-8-3, the Percentage Interest with respect to any Unit or the applicable share of any Owner's liability for the common expenses, without the approval of 100% of the Co-Owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Bylaws; or

26.6.2. the provisions of paragraph 24 of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Bylaws.

26.7. Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

Also, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration for the following purposes:

26.7.1. to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public; quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

26.7.2. to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit or Garage Unit ownerships;

26.7.3. to bring this Declaration into compliance with the Act; or

26.7.4. to correct clerical or typographical errors in this Declaration or in any Exhibit hereto or any supplement or amendment thereto.

In furtherance of all rights and powers in this subparagraph, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Unit (and/or Garage Unit) and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to reservation of, the power of the Declarant to vote in favor, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted

under this Section shall terminate at such time as the Declarant no longer holds or controls title to any Unit or Garage Unit.

27. Acceptance and Ratification and Miscellaneous.

27.1. All present and future Owners, Mortgagees, tenants and occupants of the Units and Garage Units shall be subject to and shall comply with the provisions of the Declaration, the Act, the Bylaws appended hereto, and the Rules and Regulations as adopted by the Board of Directors as each may be amended or supplemented from time to time. The acceptance of a contract to purchase, deed of conveyance or act of occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Act, the Bylaws and Rules and as each may be amended or supplemented from time to time are accepted and ratified by such Purchaser, Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Unit or Garage Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, companies, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Unit or Garage Unit or any part of the Property in any manner shall be subject to the Declaration, the Act, the Bylaws, and the Rules applicable thereto as each may be amended or supplemented from time to time.

27.2. Costs and Attorney's Fees. In any proceeding arising because of failure of an Owner to make any payment required by this Declaration, the Bylaws or the Rules adopted pursuant thereto, as each may be amended from time to time, and recover its costs and reasonable attorney's fees incurred in connection with such default or failure from such Owner.

27.3. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Common Areas or by abandonment of his Unit or Garage Unit.

27.4. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the Bylaws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the Bylaws.

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

28. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Unit, Garage Unit, and appurtenances, Common Areas or Limited Common Areas.

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

WESTCLAY ASSOCIATES, LLC, a Delaware limited liability company, by and through its Manager, WestClay CI Associates, LLC, a Delaware limited liability company

By: Ben Friedman

Printed Name: Benjamin Friedman

Title or Position: Sole Member

STATE OF NEW YORK)
) SS:
COUNTY OF ROCKLAND)

BEFORE ME, a Notary Public in and for said County and State, personally appeared BENJAMIN FRIEDMAN the SOLE MEMBER of WestClay CI Associates, LLC, the manager of WestClay Associates, LLC and acknowledged execution of the foregoing instrument.

WITNESS my hand and Notary Seal this 4th day of MAY

SUSAN H. KOCHMEISTER
NOTARY PUBLIC STATE OF NEW YORK
NO. 4743733
My Commission Expires
COMM. EXPIRES MARCH 30, 2009

Susan Hope
Resident of NEW CITY County, ROCKLAND



This instrument prepared by Patrick R. Hess and Jack W. Lawson, Beckman Lawson, LLP

CONSENT AND SUBORDINATION

WHEREAS, the undersigned, FIRST NATIONAL BANK & TRUST, a national bank (the "Lender"), is the holder and owner of that certain Promissory Note dated as of April 14, 2005 in the principal amount of \$12,120,000.00, which note is secured by that certain Mortgage Security Agreement and Fixture filing (First Mortgage) dated as of April 14, 2005 and recorded in the office of the Recorder of Hamilton County, Indiana on April 21, 2005 as Instrument No. 200500023571 and Lender is also the holder and owner of that certain Promissory Note dated as of April 14, 2005 in the principal amount of \$2,075,000.00 (construction loan), which note is secured by that certain Second Mortgage, Security Agreement and Fixture filing (Construction Loan), and recorded in the office of the Recorder of Hamilton County, Indiana on April 21, 2005 as Instrument No. 200500023573.

NOW THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby subject the lien of the said above-referenced Security Documents, shown on said Security Documents, to exist upon the land described in the foregoing Wentworth Condominium Declaration ("Declaration") and to all of the terms, conditions and easements thereunder. It is understood and agreed that the lien of the Security Documents shall be subordinate and inferior to the Declaration and to the easements and rights created thereunder as to the property described in said Security Documents and that in any foreclosure or other proceedings to enforce the lien of the Security Documents, the Declaration, and the terms, conditions and easements shall survive and shall remain unaffected thereby.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination as of the 11th day of May, 2005.

FIRST NATIONAL BANK & TRUST

By: 
M. W. Stachur, First Vice President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared M. W. Stachur the First Vice President of First National Bank & Trust, who acknowledged the execution of the above and foregoing Consent and Subordination for and on behalf of said bank for the uses and purposes contained therein.

Witness my hand and Notarial Seal this 11 day of May, 2005.

My Commission Expires:

My County of Residence:

Waide R. Nichols

Notary Public Signature

Printed Name



This instrument was prepared by Marvin Mitchell, Mitchell Hurst Jacobs & Dick,
152 E. Washington Street, Indianapolis, Indiana 46244

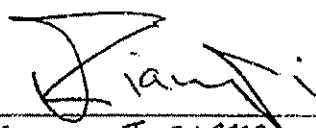
CONSENT OF MORTGAGEE

Gibralt US, Inc., of Bellingham Washington (the "Subordinate Mortgagee") is the holder of an existing subordinate mortgage and other security on the property known as the Wentworth at WestClay Condominiums (the "Property") as the Property is described in the above and foregoing declaration to which this Consent of Mortgagee is attached. The mortgages held by Mortgagee are: (1) Subordinate Mortgage dated as of April 14, 2005, and recorded as Instrument Number 200500023574 in the Office of the Recorder of Hamilton County, Indiana; and (2) security interest granted by Security Agreement dated April _____, 2005, as evidenced by financing statements filed in the UCC filing section of the State of Delaware Department of State and filed April _____, 2005, initial filing number _____, SRV number _____.

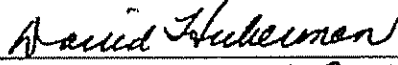
The Mortgagee consents to the recording of the above and foregoing declaration and submission of the Property as a condominium in accordance with the provisions and requirements of the condominium law of the State of Indiana (IC 32-25-1-1 *et seq.*) and further agrees that the mortgages and security agreements with respect to the Property shall be subject to the provisions of the Indiana Condominium Law and the above and foregoing declaration, bylaws, exhibits, floor plans, and site plat plans made a part of the declaration and incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this consent, such mortgages and other security shall remain in full force and effect, unaltered and enforceable in accordance with the terms set forth in the mortgages and security agreements.

Executed this 5th day of may, 2005.

GIBRALT US, INC., a Colorado corporation

By: 
Printed Name: J. CIAMPI
Title or Position: Vice-President

ATTEST:


Printed Name: DAVID HUBERMAN
Title: _____

David Huberman
Barrister & Solicitor
3630 Alexandra Street
Vancouver, B.C. V6J 4B9

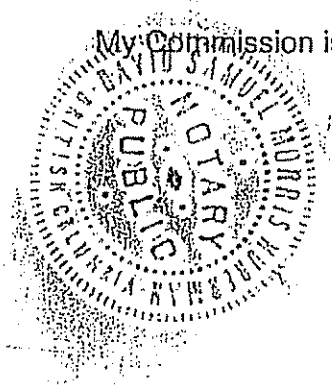
PROVINCE OF BRITISH COLUMBIA

CANADA

Before me, a notary public, in and for the Province of British Columbia, Johnny Ciampi by me known to be Vice President of Gibralt US, Inc., a Colorado Corporation, who acknowledged the execution of the above and foregoing Consent for and on behalf of said bank.

Witness my hand and notarial seal this 5th day of May, 2005.

My Commission is without term.



David Huberman

Signature

David Huberman

Printed Name

David Huberman
Barrister & Solicitor
3630 Alexandra Street
Vancouver, B.C. V6J 4B9

EXHIBIT "A"

LEGAL DESCRIPTION
The WestClay Condominiums

Block "A" of the Village of WestClay, Section 3004 Village Center, Part 1, the Secondary Plat of which is recorded as Instrument Number 199909965089, PC 2, Slide 325, in the Office of the Recorder of Hamilton County, Indiana, containing 2.555 acres, more or less

together with;

Block "B" of the Village of WestClay, Section 3004 Village Center, Part 1, the Secondary Plat of which is recorded as Instrument Number 199909965089, PC 2, Slide 325, in the Office of the Recorder of Hamilton County, Indiana, containing 2.552 acres, more or less

Excluding that area within Block "A" and Block "B" reserved for Garage Expansion Area, as more further described in Exhibit "D" attached hereto.

EXHIBIT "B"

Reserved for Site Plans

EXHIBIT "C"

See attached Code of Bylaws

CODE OF BYLAWS
OF
THE WENTWORTH AT WESTCLAY CONDOMINIUMS
HOMEOWNERS ASSOCIATION

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. In accordance with IC 32-25-8, these Bylaws are adopted simultaneously with the execution of a certain Declaration creating the Wentworth at WestClay Condominiums Condominium Regime to which these Bylaws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these Bylaws and reference is specifically made to the provisions of the Declaration containing definitions of terms. The provisions of these Bylaws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Unit or any part of the Property shall be subject to the restrictions, terms and conditions set forth in the Declaration, these Bylaws and the Act, and to any rules adopted by the Board of Directors as herein provided.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Association shall be held for the purpose of electing the Board of Directors (subject to the provision of Section 3.02 hereof), approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, these Bylaws of the Act.

Section 2.02. Annual Meetings. The first annual meeting of the Association may be held within 90 days following the recording of the Declaration by the Declarant provided, however, that in no event shall the first annual meeting be held later than four (4) months after seventy-five

EXHIBIT "C"

percent (75%) of the Units have been conveyed to Owners by the Declarant, or five (5) years after the first Unit is conveyed to an Owner, whichever is later, and providing further, that the Declarant may, at any time after recording, call for the first annual meeting of the Association, and pursuant to such meeting, the Association shall henceforth assume the duties and responsibilities ascribed to it by the Declaration and these Bylaws. Only Declarant may call the first annual meeting and shall elect all members of the Board of Directors prior to the first Annual Meeting. The date the Association assumes such duties shall be referred to as the "Applicable Date". Subsequent regular annual meetings of the Association shall be held as the Board of Directors may decide at the first meeting of the Board following the first annual meeting of the Association. If the day for the annual meeting of the Association is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. In the event the Board does not establish by resolution a fixed day thereafter for the annual meeting of the Association, it shall be held on the 11th in May of each succeeding year.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of Owners who have not less than a majority (51%) of the Percentage Vote. The resolution of petition shall be presented to the President or Secretary 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 2.04. Notice and Place of Meeting. All meetings of the Association shall be held at any suitable place in Hamilton 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 Association to each member entitled to vote not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Units and to one other address that each owner may supply on a signed address card and filed with the Secretary of the Board. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Association to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 8.01 of these Bylaws. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. Each Owner shall be entitled to the number of votes equal to his Percentage Interest as specified in paragraph 14 of the Declarations according each Unit and Garage Unit owned.

(b) Multiple Owner. Where the Owner of a Unit or Garage Unit constitutes or consists of more than one person, or is a partnership, there shall be only one voting representative entitled to all of the Percentage Vote allocable to that Unit or Garage Unit. At the time of acquisition of title to a Unit or Garage Unit by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Unit or Garage Unit, which shall remain in effect until all of such parties constituting such multiple

Owner or the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or the Owner no longer owns such Unit or Garage Unit. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative of the Unit or Garage Unit.

(c) Voting by an Organization or Corporation or Trust. Where an organization, corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation or organization duly empowered by the board of directors of such corporation or organization may cast the vote to which the entity is entitled. The secretary (or other duly empowered person) of the entity or a trustee of the 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 Association stating who is authorized to vote on behalf of said organization, corporation or trust.

(d) Proxy. An Owner may vote either in person or by his 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 Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these Bylaws or the Act, the Owners representing 25% of the Percentage Vote shall constitute a quorum at all meetings.

(f) Conduct of Annual Meeting. The President of the Board of Directors shall act as Chairman of all annual meetings of the Association if he is present. At all annual meetings, the Chairman 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 special meeting held subsequent thereto, unless such reading is waived by a majority of the Percentage Vote.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the ensuing fiscal year shall be presented to the Owners for approval or amendment unless otherwise changed by the Board of Directors. The fiscal year shall be on a calendar year basis.

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the date of 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 Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected, however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. The Board may provide a method to assure secrecy of the ballot. The foregoing provisions are subject to the provisions of Section 3.02 hereof.

(5) Other Business. Other business requiring a vote may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least seven (7) 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 Percentage Vote. Any other general business matters of discussion that do not require a vote may be properly brought before the meeting by any Co-Owner in good standing.

(g) Conduct of Special Meeting. The President of the Board of Directors shall act as Chairman of any special meetings of the Association if he is present. The Chairman shall call the meeting to order at the duly designated time and the only business to be discussed and acted upon at such meeting shall be consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

ARTICLE III

Board of Directors

Section 3.01. Management. The affairs of the Association and the WestClay Condominiums shall be governed and managed by the Board of Directors (herein collectively called "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three (3) or five (5) persons. No person shall be eligible to serve as a Director

unless he is, or is deemed in accordance with the Declaration to be, an Owner, including a person appointed by Declarant as provided in Section 3.02 hereof.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be _____ (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, these Bylaws, the Declaration or the Act (a) the Initial Board shall hold office until the first annual meeting of the Association. In the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Meeting Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board.

Section 3.03. Additional Qualifications. Where an owner consists of more than one person or is a partnership, personal representative of an estate, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee or personal representative of an estate shall be eligible to serve on the Board of Directors, except that no single Unit may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.02, the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board of Directors shall be deemed to be elected as the Board of Directors until the expiration of the time in Section 3.02. Directors shall hold office for a term of one year, two years and three years for a three member Board. For a five member Board the terms shall be: two members for one year, two members for two years, and one member for three years, or until their successors have been duly elected and qualified. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the owners if a Director is removed in accordance with Section 3.05 of this Article III. A Director filling a vacancy shall serve until the next annual meeting of the Association or until his successor has been duly elected and qualified.

Section 3.05. Removal of Directors. A Director, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the Percentage Vote at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of the WestClay Condominiums, the maintenance, upkeep and replacement of the Common Areas and Limited Common Areas (unless the same are otherwise the responsibility or duty of Owners of Units or Garage Units), and the collection and disbursement of the Common Expenses. After the recording of the Declaration the Board may, on behalf of the Association, employ a property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) protection, surveillance, maintenance and replacement of the Common Areas and Limited Common Areas, unless the same are otherwise the responsibility or duty of Owners; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent may provide any on-site or roving guards, security service or security system for protection or surveillance;
- (b) procuring of utilities used in connection with the WestClay Condominiums, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Areas and, where applicable, the Limited Common Areas
- (d) surfacing, paving and maintaining private streets, parking areas, recreational facilities and sidewalks;
- (e) assessment and collection from the Owners of the Owners' pro rata shares of the Common Expenses; determination of whether improvements are to Common or Limited Common Areas, pursuant to the terms and conditions of the Declaration and Bylaws; determination of whether expenses incurred with respect to the same are allocable to all or fewer than all the Owners; and the allocation of all expenses among the respective Units and Garage Units of the Project;
- (f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, 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; payment vouchers for all expenditures shall, prior to payment, be approved by a member of the Board or such other person (which may include the Managing Agent) to whom the Board may delegate such duty and authority;

- (i) procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required under the Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
- (j) interpreting, applying and enforcing all restrictive covenants, rules established by the Declaration, Bylaws, or Board with respect to the Owners or users of Units and Garage Units within the WestClay Condominiums or relating to the use, maintenance or repair of any property within the boundaries of the condominium regime,
- (k) enforce the lien procedures against any property for which assessments are not paid within thirty (30) days, or such other period of time as the Board shall from time to time determine, after due date or to bring an action at law against the Owner personally obligated to pay the same.
- (l) issue, receive, deny and approve payment vouchers.

Section 3.07. Powers of the Board of Directors. The Board shall have such the full powers which are provided by the Act and are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist the Board in performing its duties;
- (b) to purchase for the benefit of the property and Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the WestClay Condominiums;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Common Areas;
- (e) to procure and maintain in adequate amounts for the benefit of the Owners fire and extended coverage insurance covering

the Buildings and the Property to the full insurable value thereof together with "all risk" coverage and insurance amounts for the "full replacement value", if economically available, and to procure public liability and property damage insurance and Workmen's Compensation Insurance, if necessary, for the benefit of the Owners and the Association;

- (f) to include the costs of all of the above and foregoing as Common Expenses and to; pay all of such costs therefrom;
- (g) to open and maintain a bank account or accounts in the name of the Association;
- (h) to adopt, issue, revise, amend and alter from time to time, rules with respect to use, occupancy, operation and enjoyment of the property (the "Rules"), which are applicable to all Units, Garage Units, and Owners;
- (i) to suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed one hundred twenty (120) days for infraction of published rules;
- (j) to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws or the Declaration;
- (k) to declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (l) to issue, receive, approve and deny payment vouchers.

Section 3.08. Compensation. No Director shall receive any compensation for his services as such except to the extent as may be expressly authorized by a majority of the Percentage Vote of the Owners. However, any Director may at any time be reimbursed for his actual expenses incurred in the performance of his duties, and such reimbursement shall not require express approval of all the Owners or any portion thereof, but shall require majority approval of the Board.

Section 3.09. Meetings and Actions of the Board. Regular meetings of the Board of Directors may be held at such to time and place as shall be determined from time to time by a

majority of the Directors. If the meetings are to be held outside of Hamilton County, Indiana, the date, place and time of the meeting must receive unanimous approval of all Directors. There shall be at least two (2) regular meetings of the Directors annually. The Secretary shall give written notice of regular meetings of the Board to each Director personally or by United States mail at least ten (10) days prior to the date of such meeting.

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 five (5) 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.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 3.10. Waiver of Notice. Before 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 or his subsequent written consent to the actions taken, 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 3.11. Quorum. At all meetings of the Board, 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 3.12. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except, for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the WestClay Condominiums, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the WestClay Condominiums or the Association and that in all matters the Board is acting for and on behalf of the Association as its agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board of the Managing Agent on behalf of the WestClay Condominiums shall provide that the Board of Directors and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interest.

Section 3.13. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any

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

Section 3.14. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers or employees of the Association as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Board and Association shall be the President, Vice President, Secretary and Treasurer and such other officers as the Board may from time to time by resolution create, all of whom shall be elected by the Board. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officer 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 shall be exclusive, and the President shall not hold any other office. The initial officers serving until the first annual meeting of the Board of Directors as hereinafter provided shall be: President, Kyle Ellis; Vice President, Matthew Day, and Secretary/Treasurer, Tarissa Day.

Section 4.02. Election of Officers and Removal of Officers. The Officers of the Board and Association shall be elected annually by the Board at the initial meeting of each new Board. The initial meeting of the Board shall be held immediately after the adjournment of the annual Association meeting. Upon an affirmative vote of a majority of all members of the Board, any

officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Board and Association by a majority vote of the Directors. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Co-Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President The Vice President shall be elected by a majority vote of the Directors 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 Bylaws may prescribe or as shall, from time to time be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected by a majority vote of the Directors from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, 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 Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these Bylaws. The Secretary may also be the Treasurer.

Section 4.06. The Treasurer. The Board shall elect by a majority vote of the Directors from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Association. The Treasurer may permit and delegate to the Managing Agent the authority and responsibility to handle an account for monies and other assets of the Association to the extent approved by resolution of the Board. The Treasurer may also be the Secretary.

Section 4.07. Assistant Officers and Committees. The Board of Directors may, from time to time, designate and elect from among the Co-Owners 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 Bylaws or the Board of Directors may prescribe.

Section 4.08. Special Appointments. The Board may elect such officers as the affairs of the Association may require, each of who shall hold office for such period, have such authority, and perform such duties as the time to time, determine.

Section 4.09. Committees. The Board may committees to assist in the administration and Association and Board.

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Hamilton County, Indiana, selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred percent (100%) of such last approved budget, as a temporary budget.

Section 5.03. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Unit and Garage Unit based on the Percentage Interest of each Unit and Garage Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Unit and Garage Unit (herein called the "Regular Assessments"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Unit and Garage Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Unit and Garage Unit shall be paid in advance in equal monthly installments, commencing on the date of conveyance of the unit and on the first day of each month thereafter. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay monthly assessments semi-annually or annually, in advance. At the election and option of the Owners by a majority of the Percentage Vote, the Regular Assessment may be required to be paid by the Owners in advance in one annual installment rather than monthly or semi-annual installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget then;

- (a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually, in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Unit and Garage Unit as of the first day of each fiscal year (if the fiscal year is the calendar year, January 1 of each calendar year shall be the lien date) of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Unit, Garage Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Unit or Garage Unit from payment of the Regular Assessment for such Unit or Garage Unit as finally determined, and such Owner and his successor as owner of such Unit or Garage Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5.04. Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the owners, unless otherwise provided in these Bylaws, the Declaration or the Act, the Board of Directors shall have the full right, power and authority to make special assessments during any fiscal year which, upon resolution of the Board, shall become a lien on each Unit and Garage Unit, prorated in accordance with the Percentage Interest of each Unit and Garage Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures, to pay for the cost of any repair or re-construction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments. Where the Owner constitutes more than one person or entity, the liability of such persons shall be joint and several.

(a) If any Owner shall fail or refuse to make any such payment of any assessment within 45 days of the date on which notice of the assessment is sent to the Owner, the amount thereof shall constitute a lien on the Unit and Garage Unit of the Owner. The Association may, at any time during within 60 days of the expiration of the aforementioned 45-day period, record a notice of the lien. Upon the recording of said notice, such lien shall be constituted upon such Owner's Unit or Garage Unit prior to all other liens and encumbrances, recorded or unrecorded, except only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or Federal

taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon, and (ii) encumbrances on the interest of such Owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances.

(b) The Association shall send a notice, postage prepaid, to any such encumbrancer whose encumbrance was recorded prior to the time of recording the notice of lien provided for in this section, at the address shown in the recorded encumbrance; provided that if such encumbrancer has furnished the Association with another address then such other address shall be used, and said Association shall not foreclose its said lien until at least thirty (30) days after the date of depositing such notice in the United States mails, postage prepaid, to the address of such encumbrancer.

(c) Any encumbrancer holding a lien on a Unit or Garage Unit may pay any Common Expenses payable with respect to such Unit or Garage Unit and, if so provided is an encumbrance, may add the amount of such payment to the unpaid balance secured by his lien, and such added amount shall have the same priority and lien rights as the unpaid balance to which added.

(d) The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners, and may be foreclosed by an action brought in the name of the Association in a manner under the laws of the state governing mechanic's liens and materialmen's liens and as provided under the Act. The Association, acting on behalf of the Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same; and to subrogate so much of its right to such lien as may be necessary or expedient to an insurance company which will continue to give total coverage in spite of nonpayment of such defaulting Owner's portion of the premium.

(e) Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

(f) The Board shall further have the power to suspend the voting rights of any member during any period in which such member(s) shall be in default in the payment of any assessment levied by the Association.

(g) Any payment for assessments not made when due shall bear a fifty dollar (\$50) late fee and interest at the rate of eighteen percent (18%) per annum from the date the same shall become due until the date the same is paid. It shall further be the obligation of any party who shall fail to pay any assessment or assessments when due, to reimburse the Association for all expenses incurred as a result of such failure to pay, including all expenses incurred by the Association in the collection of the same, and including further, but not limited to, all costs of overhead, accounting and legal expenses incurred with respect to, arising out of, or occasioned by the said failure to pay.

(h) In the event any person or entity shall acquire or be entitled to the issuance of a tax deed, public trustee's deed, sheriff's deed, commissioner's deed, etc., the interest so acquired

shall be subject to all the provisions of the Declaration and to the terms, provisions, covenants, deed restrictions, easements, liens, conditions and limitations contained in the Declaration, these Bylaws or any restrictions or exceptions affecting such interest then in force excepting, however, any liens or encumbrances expressly discharged or released pursuant to a tax deed executed under IC 6-1.1-25-4.

(i) Pursuant to the Act, Declarant has exempted itself from contributing towards the Common Area and Limited Common Area expenses described herein.

Section 5.06. Initial Budget and Assessments. Notwithstanding anything to the contrary contained herein, in the Declaration, in the Act, other applicable statutes, or otherwise, until the Applicable Meeting Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Co-Owners. A power of attorney and proxy, coupled with an interest is reserved to the Declarant and is granted to the Declarant by each Owner and shall be deemed to cover and include each Owner's right to vote on and approve the initial annual budget and any Regular Assessments and Special Assessments until the Applicable Meeting Date.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Unit or Garage Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Unit, Garage Unit and Limited Common Areas exclusive to his Unit or Garage Unit, and all equipment exclusively serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Unit or Garage Unit only and are located within exterior walls of the Unit and Garage Unit including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Units or Garage Units; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Unit or Garage Unit), doors, screens, and windows (including exterior and interior of all glass and screen surfaces), lamps, and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Unit, Garage Unit, or belonging to the Owner thereof. Notwithstanding any of the provisions of this paragraph, all lawn mowing, landscaping and other similar maintenance within the Common Areas, shall be provided as an expense of the Association. No Owner shall in any way cut or fertilize lawns, shrubs or other items of landscaping or attempt to maintain or replace same in any manner whatsoever. The Association will provide personnel for these purposes.

If, due to the willful, intentional or negligent acts or omissions of an Owner or a member of his family, or of a guest, tenant or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Unit, Garage Unit, or Limited Common Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause.

Maintenance, repairs and replacements to the Common Areas, Garage Units, Units and any Limited Common Areas shall be subject to the Rules adopted from time to time by the Board.

To the extent that equipment, facilities and fixtures within any Unit or Garage Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units, Garage Units, Common Areas or Limited Common Areas, then the use thereof by the Owner of such Unit or Garage Unit shall be subject to the rules adopted from time to time by the Board. The authorized representatives of the Association or Board of Directors or the Managing Agent for the Association, shall be entitled to reasonable access to any Unit and Garage Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Common Areas or any parts thereof, or any equipment, facilities or fixtures affecting or serving other Units, Garage Units, Common Areas or Limited Common Areas.

ARTICLE VI

Restrictions, Entry and Rules

Section 6.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Units, Garage Units, Common Areas, Limited Common Areas and the Property shall be applicable to the WestClay Condominiums and in addition to those set forth in the Declaration and Rules:

(a) All Units shall be used exclusively for residential purposes with occupancy limited to such purposes. No Unit or Garage Unit may time-shared. A Unit may be leased for residential use. Garage Units may be leased to a leasee of a Unit or to an Owner provided that, if the Garage Unit is leased to a non-Owner, the date of termination of the Garage Unit lease shall not exceed that of the Unit leasee's Unit lease. All Garage Units, whether used by a leasee or Owner, shall be used exclusively for the storage of vehicles (as described elsewhere in these Bylaws and the Declaration) with occupancy limited to such purposes. No Garage Unit may be owned by a non-Owner.

(b) No additional buildings, temporary structures, utility buildings or tents shall be erected or located on the Property other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such a supplement or amendment to the Declaration, without the consent of the majority of all of the Board of Directors.

(c) Nothing shall be done or kept in any Unit, Garage Unit, or in the Common Areas or Limited Common Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No owner shall permit anything to be done or kept in his Unit, Garage Unit, Common Areas or Limited Common Areas which will result in a cancellation of insurance on any Building or any part of the Common Areas or Limited Common Areas which will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted and no waste shall be committed in any Unit, Garage Unit, Common Areas, or Limited Common Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Building without the prior consent of the Board. All window coverings shall have a white back so as to create a consistent exterior appearance.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, Garage Unit, Common Areas or Limited Common Areas or on the Property, except that pet dogs, cats, fish or other customary household pets listed in the Rules may be kept in a Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Those animals not considered customary household pets under the Bylaws or Rules include, but are not necessarily limited to, reptiles, pot-bellied pigs, weasels, ferrets or the like. The number of pets permitted in any Unit is limited to two. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Common Areas, caused by his pet. The tethering of pets in any outside area does not constitute "attended". Pets shall be walked only in an area which the Board may designate as a "dog walk", and pet leavings on the grounds and walks shall be picked up by the pet's owner and disposed of in a proper receptacle. The Board may adopt such other rules regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Board to the respective Owner to do so.

(g) Nothing shall be done or permitted in any Unit or Garage Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior appearance of any Unit or Garage Unit, except as otherwise provided in the Declaration or these Bylaws. No Unit or Garage Unit shall be used in any unlawful manner, in violation of the zoning laws in effect in Hamilton County, Indiana, or in any manner which might cause injury to the reputation of the WestClay Condominiums or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Units, Garage Units, or neighboring property, including without limited to the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

(h) No clothes, sheets, blankets, towels, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No industry, trade or other commercial or religious activity, education or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Property or any Unit or Garage Unit without the prior consent of the Board provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Units or Garage Units.

(k) No enclosure of any kind may be placed on, over or around the patios or decks adjacent to the Units and Garage Units.

(l) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit, Garage Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Common Areas or any part thereof, shall observe and be governed by the Rules adopted by the Board pursuant to Section 3.07(h).

(m) No boats, campers, trailers of any kind, buses, mobile homes or any other vehicles of any similar description or type shall be permitted, parked or stored anywhere within the Property unless either (i) prior written approval is obtained from the Board or (ii) such items are kept entirely within a Garage Unit. No repair work shall be done on the Property on any vehicles, including, but not limited to, passenger automobiles, motorcycles, trucks or boats unless (i) express prior written permission is obtained from the Board or (ii) the repair work is done entirely within a Garage Unit.

(n) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Common Areas, except with express permission from the Board.

(o) No Owner or tenant shall be allowed to place or cause to be placed in either Common Areas or Limited Common Areas, any furniture, packages or objects of kind, without the consent of the Board. The Rules may set forth the standards to implement the intent of this provision.

(p) All garbage, trash and refuse shall be stored in appropriate containers as determined by the Rules. All such garbage, trash and refuse shall be placed in the containers approved by the Board for scheduled trash collection in further accordance with the Rules and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.

(g) No use shall be made of any part of the Property which violates these restrictions, or the Rules, 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 Real Estate shall at all times fully comply with the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in these Bylaws and the Rules.

(r) All Common Areas and Limited Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the Rules.

Section 6.02. Right of Entry. All Owners and occupants of a Unit or a Garage Unit shall be deemed to have granted the right of entry thereto to the Board or any person authorized by the Board in case of any emergency originating in or threatening his Unit, Garage Unit, or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Unit or Garage Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules. The Board may promulgate, issue, or amend the Rules regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Common Areas as it may deem necessary from time to time and the Rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of the Rules and all amendments thereto to be delivered to and mailed promptly to all Owners.

Section 6.04. Interpretation of Bylaws, Rules and Declaration. The Board of Directors shall have the power, authority and obligation to determine all matters affecting or relating to interpretation, application and enforcement of these Bylaws, the Declaration and the Rules. Any decision or determination made by the Board pursuant to its powers and obligations as set forth in this paragraph shall be deemed binding upon all parties and all Owners unless it shall be shown that said determination was made in bad faith with an intent to unfairly discriminate between Owners or was made in contravention of the expense terms and conditions of the Declaration and/or Bylaws.

ARTICLE VII

Amendment to Bylaws

Section 7.01. Subject to any contrary, overriding or superceding provisions set forth herein or in the Act or Declaration, these Bylaws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration. Amendments to these Bylaws shall be considered as amendments of the Declaration and shall

be recorded in the office of the Recorder of Hamilton County, Indiana, as required by the Declaration and the Act.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Unit or Garage Unit shall notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these Bylaws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these Bylaws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these Bylaws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

The holder, insurer or guarantor of any mortgage on any unit shall be given timely notice by the Association of:

- (a) any condominium or casualty loss that affects either a material portion of the Project or the Unit (or Garage Unit) securing its mortgage;
- (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owners of any Unit or Garage Unit on which it holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

Such information shall only be supplied to mortgage holders upon receipt of a written request therefore, specifying the unit number on which it holds a mortgage.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Unit or Garage Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Unit

or Garage Unit, which statement shall be binding upon the Association and the Owners, any Mortgagee or grantee of the Unit or Garage Unit shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.02 hereof.

ARTICLE IX

Miscellaneous

Section 9.01. Fiscal Year. Unless changed by resolution of the Board of Directors the fiscal-year of the Association shall begin on the first of January in each year and end on the last day of December following.

Section 9.02. Seal. The Association may have and use a seal, which seal (if one is adopted) shall be circular in form and mounted upon a metal die, suitable for impressing the same upon paper. About the upper periphery of the seal shall appear the words the "CRESENT AT WESTCLAY CONDOMINIUM HOMEOWNERS ASSOCIATION", and about the lower periphery thereof the word "Indiana". In the center of the seal shall appear the word "Seal". PROVIDED HOWEVER, that the use of said seal or an impression thereof shall not be required upon and shall not affect the validity of any instrument whatsoever.

Section 9.03. Membership Certificates. Each member of the Association may receive a certificate from the Association, signed by the President or Vice President, and Secretary or Assistant Secretary thereof, stating that he is a member of the Association. Such certificates shall be non-transferable and a member's certificate shall become void and of no force and effect upon sale by a member of his Unit and Garage Unit. Such membership certificates shall be in a form and style determined by the Board.

ARTICLE X

Optional Not-For-Profit Corporation Provision

Section 10.01. In the event the Association forms a Not-For-Profit organization as provided in the Declaration, then these Bylaws shall become the Bylaws of the organization.

These Bylaws are a part of the Declaration and annexed thereto and incorporated therein by reference.

WESTCLAY ASSOCIATES, LLC, a Delaware limited liability company, by and through its Manager, WestClay CI Associates, LLC, a Delaware limited liability company

By: Ben Friedman
Benjamin Friedman
Its: Sole member

ATTEST
By: [Signature]
Greg Lyden
Its: Member, Westclay Assoc. LLC

STATE OF NEW YORK)
) SS:
COUNTY OF ROCKLAND)

Before me, a Notary Public in and for said County and State, personally appeared BENJAMIN FRIEDMAN, the WestClay CI Associates, LLC, the manager of WestClay Associates, LLC, who acknowledged the execution of the foregoing Code of Bylaws of the Wentworth at WestClay Condominiums, and who, having been duly sworn stated that the representations therein contained are true.

WITNESS my hand and notarial seal this 4th day of MAY
SUSAN H. KOCHMEISTER
NOTARY PUBLIC STATE OF NEW YORK
NO. 4743733
QUALIFIED IN ROCKLAND COUNTY
COMM. EXPIRES MARCH 30, 2007

[Signature]
Susan Hope
Notary Public
Resident of NEW CITY County, ROCKLAND

My Commission Expires:

This instrument prepared by Jack W. Lawson, Attorney at Law, Beckman Lawson, LLP, P.O. Box 800, Fort Wayne, IN 46801-0800.

EXHIBIT "D"

Legal Description of Garage Expansion Area

DESCRIPTION OF FUTURE EXPANSION AREA WITHIN BLOCK "A"

Being a part of Block "A" of the Village of West Clay, Section 3004 Village Center, Part 1, the Secondary Plat of which is recorded as instrument Number 199909965089, PC 2, Slide 345, in the Office of Recorder of Hamilton County, Indiana.

Commencing from the Southwest corner of Block "A" of said Plat North 89 degrees 51 minutes 51 seconds East along the south line of said Block "A" 100.57 feet; Thence North 00 degrees 08 minutes 09 seconds West for a distance of 19.92 feet to the Point of Beginning for Building "K" on the attached Plat (sheet 2 of 4); Thence South 89 degrees 51 minutes 51 seconds West for a distance of 20.00 feet; Thence North 00 degrees 08 minutes 09 seconds West for a distance of 24.33 feet; Thence North 89 degrees 51 minutes 51 seconds East 20.00 feet to the Point designated "A" on the attached Plat (sheet 2 of 4); Thence South 00 degrees 08 minutes 09 seconds East for a distance of 24.33 feet to the Point of Beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "A" on the attached Plat (sheet 2 of 4); Thence North 00 degrees 00 minutes 00 seconds East for a distance of 98.66 feet; Thence North 90 degrees 00 minutes 00 seconds East for a distance of 21.26 feet to the Point of Beginning for Building "J"; Thence North 00 degrees 08 minutes 09 seconds West for a distance of 46.33 feet to the Point designated "B" on the attached Plat (sheet 2 of 4); Thence North 89 degrees 51 minutes 51 seconds East for a distance of 20.00 feet; Thence South 00 degrees 08 minutes 09 seconds East for a distance of 46.33 feet; Thence South 89 degrees 51 minutes 51 seconds West for a distance of 20.00 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "B" on the attached Plat (sheet 2 of 4); Thence North 00 degrees 08 minutes 09 seconds West 16.67 feet to the Point of Beginning for Building "T"; Thence continuing North 00 degrees 08 minutes 09 seconds West for a distance of 46.33 feet to the Point designated "C" on the attached Plat (sheet 2 of 4); Thence North 89 degrees 51 minutes 51 seconds East for a distance of 20.00 feet; Thence South 00 degrees 08 minutes 09 seconds East for a distance of 46.33 feet; Thence South 89 degrees 51 minutes 51 seconds West for a distance of 20.00 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "C" on the attached Plat (sheet 2 of 4); Thence North 29 degrees 08 minutes 07 seconds East for a distance of 31.65 feet to the Point of Beginning for

Building "H"; Thence North 44 degrees 51 minutes 51 seconds East for a distance of 46.33 feet to a Point designated "D" on the attached Plat (sheet 2 of 4); Thence South 45 degrees 08 minutes 09 seconds East for a distance of 20.00 feet; Thence South 44 degrees 51 minutes 51 seconds West for a distance of 46.33 feet; Thence North 45 degrees 08 minutes 09 seconds West for a distance of 20.00 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "D" on the attached Plat (sheet 2 of 4); Thence North 44 degrees 51 minutes 51 seconds East for a distance of 46.50 feet to the Point of Beginning for Building "G"; Thence continuing North 44 degrees 51 minutes 51 seconds East for a distance of 68.33 feet; Thence South 45 degrees 08 minutes 09 seconds East for a distance of 20.00 feet; Thence South 44 degrees 51 minutes 51 seconds West for a distance of 68.33 feet; Thence North 45 degrees 08 minutes 09 seconds West for a distance of 20.00 feet to the point of beginning.

Containing in all 4,633 square feet (0.106 Acres), more or less.

TOGETHER WITH;

DESCRIPTION OF FUTURE EXPANSION AREA WITHIN BLOCK "B"

Being a part of Block "B" of the Village of West Clay, Section 3004 Village Center, Part 1, the Secondary Plat of which is recorded as instrument Number 199909965089, PC 2, Slide 345, in the Office of Recorder of Hamilton County, Indiana.

Commencing from the Northeast corner of Block "B" of said plat South 00 degrees 08 minutes 09 seconds East along the east line of said Block "B" for a distance of 99.29 feet; Thence South 89 degrees 51 minutes 51 seconds West for a distance of 19.99 feet to the Point of Beginning for Building "A"; Thence continuing South 89 degrees 51 minutes 51 seconds West for a distance of 24.33 feet to the Point designated "E" on the attached plat (sheet 3 of 4); Thence North 00 degrees 08 minutes 09 seconds West for a distance of 20.00 feet; Thence North 89 degrees 51 minutes 51 seconds East for a distance of 24.33 feet; Thence South 00 degrees 08 minutes 09 seconds East for a distance of 20.00 feet to the Point of Beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "E" on the attached plat; Thence South 87 degrees 42 minutes 37 seconds West for a distance of 98.67 feet Point of Beginning for Building "B"; Thence South 00 degrees 08 minutes 09 seconds East for a distance of 20.00 feet; Thence South 89 degrees 51 minutes 51 seconds West for a distance of 46.33 feet to the Point designated "F" on the attached plat (sheet 3 of 4); Thence North 00 degrees 08 minutes 09 seconds West for a distance of 20.00 feet; Thence North 89 degrees 51 minutes 51 seconds East for a distance of 46.33 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "F" on the attached plat; Thence South 89 degrees 51 minutes 51 seconds West for a distance of 16.67 feet to the Point of Beginning for Building "C"; Thence continuing South 89 degrees 51 minutes 51 seconds West for a distance of 46.33 feet to the Point designated "G" on the attached plat (sheet 3 of 4); Thence North 00 degrees 08 minutes 09 seconds West for a distance of 20.00 feet; Thence North 89 degrees 51 minutes 51 seconds East for a distance of 46.33 feet; Thence South 00 degrees 08 minutes 09 seconds East for a distance of 20.00 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "G" on the attached plat; Thence South 60 degrees 08 minutes 13 seconds West for a distance of 30.16 feet to the Point of Beginning for Building "D"; Thence South 44 degrees 51 minutes 51 seconds West 46.33 feet to a Point designated "H" on the attached plat (sheet 3 of 4); Thence North 45 degrees 08 minutes 09 seconds West for a distance of 20.00 feet; Thence North 44 degrees 51 minutes 51 seconds East for a distance of 46.33 feet; Thence South 45 degrees 08 minutes 09 seconds East for a distance of 20.00 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "H" on the attached plat; Thence South 69 degrees 04 minutes 43 seconds West for a distance of 58.51 feet to the Point of Beginning for Building "E"; Thence South 44 degrees 51 minutes 51 seconds West for a distance of 24.33 feet to a Point designated "T" on the attached plat (sheet 3 of 4); Thence North 45 degrees 08 minutes 09 seconds West for a distance of 20.00 feet; Thence North 44 degrees 51 minutes 51 seconds East for a distance of 24.33 feet; Thence South 45 degrees 08 minutes 09 seconds East for a distance of 20.00 feet to the point of beginning.

TOGETHER WITH;

Commencing at the aforementioned Point "T" on the attached plat; Thence South 44 degrees 51 minutes 51 seconds West for a distance of 12.37 feet to the Point of Beginning for Building "F"; Thence continuing South 44 degrees 51 minutes 51 seconds West for a distance of 24.33 feet; Thence North 45 degrees 08 minutes 09 seconds West for a distance of 20.00 feet; Thence North 44 degrees 51 minutes 51 seconds East for a distance of 24.33 feet; Thence South 45 degrees 08 minutes 09 seconds East for a distance of 20.00 feet to the point of beginning.

Containing in all 4,239.6 square feet (0.097 Acres), more or less.