

JULIE VOORHIES
MARION COUNTY RECORDER
CUSTOMER NAME: LOCKE REYNOLDS LLP
CUSTOMER RECEIPT #: 04/21/2008 650
2008-0044011 03:30:42 COV

CASHIER: KDB
RECORD 167.50

Total Receipt Charges: 167.50

CHECK from LOCKE REYNOLDS 7604 165.50
CASH 2.00

** - THANK YOU - **

DECLARATION
OF
RENAISSANCE FLATS

This Declaration of Renaissance Flats ("**Declaration**"), made and entered into as of the 21st day of April, 2008, by **Renaissance Flats, LLC** an Indiana limited liability company (the "**Declarant**") for itself, and on behalf of its successors, grantees, and assigns, WITNESSETH THAT:

WHEREAS, Declarant is the fee simple owner of certain real estate located in Marion County, Indiana and more particularly described on Exhibit A, attached to and made a part hereof by this reference (the "**Real Estate**"); and

WHEREAS, Declarant, by execution of this Declaration, hereby creates a condominium upon the Real Estate, subject to the provisions of the Act and in accordance with the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

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

(a) "**Act**" means that portion of the Indiana Code formerly known as the Horizontal Property Law of the State of Indiana, Ind. Code § 32-25-1-1 et seq., as amended. The Act is incorporated herein by this reference.

(b) "**Applicable Date**" means the date determined pursuant to Section 3.02 of the Bylaws.

(c) "**Articles**" or "**Articles of Incorporation**" means the Articles of Incorporation of the Corporation, as hereinafter defined, as the same may be amended from time to time. The Articles of Incorporation are incorporated herein by this reference.

(d) "**Assessments**" mean the Regular Assessments, Special Assessments, and Limited Areas Assessments.

(e) "**Board of Directors**" or "**Board**" means the governing body of the Corporation being the Initial Board or Interim Board referred to in the Bylaws or any subsequent Board of Directors elected by the Members in accordance with the Bylaws.

(f) "**Building**" means the three (3) story building and related improvements located upon the Real Estate as of the date first above written and commonly known as 233 East St. Joseph Street, Indianapolis, Indiana 46204, which Building is more particularly described and/or identified on the Plans and in this Declaration.

(g) **"Bylaws"** mean the Bylaws of the Corporation providing for the administration and management of the Property and restrictions on its use, as required by and in conformity with the Act, as the same may be amended from time to time. A true copy of the existing Bylaws is attached to and made a part of this Declaration as Exhibit B.

(h) **"Common Areas"** mean the common areas and facilities appurtenant to the Property which are depicted and/or described as such in the Plans or otherwise defined as such in Paragraph 6 of this Declaration, including, without limitation, the Limited Areas.

(i) **"Common Expenses"** mean expenses for administration of the Corporation and for the ownership, upkeep, maintenance, repair and replacement of the Common Areas, including the Limited Areas (to the extent provided herein), and all sums lawfully assessed against the Members of the Corporation.

(j) **"Condominium Unit"** means each one of the individual units in the Building which are depicted and/or described in the Plans and in Paragraph 5 of this Declaration. "Condominium Unit" includes the undivided interest in the Common Areas and Limited Areas appertaining to such unit.

(k) **"Co-owners"** means the Owners of all of the Condominium Units.

(l) **"Corporation"** means Renaissance Flats Owners Association, Inc., a not-for-profit corporation, and its successors and assigns, whose Members shall include the Owners and any other individuals or entities that are Members hereunder, such Corporation being more particularly described in Paragraph 12 of this Declaration.

(m) **"Declarant"** means Renaissance Flats, LLC, an Indiana limited liability company, and its successors and assigns including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(n) **"Limited Areas"** mean those Common Areas, the use and enjoyment of which are limited to certain Condominium Units, which are depicted and/or described as such in the Plans or otherwise defined as such in Paragraph 7 of this Declaration.

(o) **"Member"** means a member of the Corporation and "Members" mean the members of the Corporation.

(p) **"Mortgagee"** means the holder of a first mortgage lien on a Condominium Unit and "Mortgage" means a first mortgage lien on a Condominium Unit.

(q) **"Owner"** means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning fee simple title to a Condominium Unit; provided that persons or entities owning a Condominium Unit as tenants in common, joint tenants, tenants by the entireties or any form of joint or divided ownership shall be deemed one Owner for purposes of this Declaration.

(r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas appertaining to each Condominium Unit as determined and/or expressed in Paragraph 8 of this Declaration.

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

(t) "Property" means the Real Estate and appurtenant easements, the Condominium Units, the Building, and the improvements and property of every kind and nature whatsoever, real, personal and mixed, located upon the Real Estate and used in connection with the operation, use and enjoyment thereof, but does not include the personal property of any Owner.

(u) "Plans" means all floor, building and ^{URS} site plans and elevations of the Building and Condominium Units prepared by ~~Frederick Engineering~~ ^{URS} certified by ~~Mark A. Schmitt, Professional Engineer~~ ^{URS}, under date of ~~April 14, 2008~~ ^{April 14, 2008}, and filed in the Office of the Recorder of Marion County, Indiana, all of which are incorporated herein by this reference, and any supplemental plans that are prepared and filed in connection therewith.

(v) "Regular Assessment" means the regular assessment applicable to all Owners as provided in Paragraph 13 of this Declaration and in the Bylaws.

(w) "Residential Unit" means any of the Condominium Units reserved for residential use, as more particularly described in Paragraph 5(a) of the Declaration.

(x) "Renaissance Flats" or the "Renaissance Flats Condominium" means the name by which the Property, and the condominium created hereby, shall be known.

(y) "Special Assessment" means the special assessment applicable to all Owners as provided in Paragraph 13 of this Declaration and in the Bylaws.

(z) "Parking Garage" means the parking facilities located below grade and on the first floor of the Building.

2. **Declaration.** Declarant hereby expressly subjects the Property to the Act and declares that the Property shall be a condominium in accordance therewith.

3. **Description of Building.** The Building is three (3) stories in height and will contain a total of not more than sixteen (16) Condominium Units, all as depicted and/or described on the Plans and a total of fifty-seven (57) parking spaces located in the Parking Garage.

4. **Legal Description.** Each Condominium Unit is identified on the Plans by a Unit number. The legal description for each Condominium Unit shall consist of the Unit number as shown on the Plans, and shall be stated as "Unit ____ in Renaissance Flats Condominium."

5. **Description of Condominium Units.**

(a) **Designation and Use.** Renaissance Flats shall include four (4) types of Condominium Units totaling not more than sixteen (16) Condominium Units located on floors 2 and 3 of the Building, as more particularly depicted and/or described on the Plans, which Condominium Units shall be used solely as residential units for residential purposes, unless otherwise consented to by the Board (each a "Residential Unit"; collectively, the "Residential Units").

(b) **Appurtenances.** Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, including but not limited to: (i) the drywall, wall paneling, wood, tile, paint, paper, carpeting, or any other wall, ceiling, or floor covering, windows and window frames and glass, shutters, awnings, doorsteps, stoops, and interior doors and door frames; (ii) all improvements, fixtures and hardware within the boundaries of the Condominium Unit, including all improvements contained within the unfinished perimeter walls, ceilings, and floors; and (iii) any heating and refrigerating elements or related equipment, utility lines and outlets, electrical and plumbing fixtures, pipes, and all other related equipment required to provide heating, air conditioning, hot and cold water, electrical, or other utility services to the Condominium Unit and located therein, including those located within the unfinished walls, ceilings, and floors; provided, however, that a Condominium Unit shall not include any of the structural components of the Building or utility or service lines located within the Condominium Unit but serving more than one Condominium Unit.

(c) **Boundaries.** The boundaries of each Condominium Unit shall be as shown on the Plans and shall consist of the enclosed rooms in the Building and be bounded by the unfinished perimeter walls, ceilings, floors, doors, and windows thereof. An unfinished wall, ceiling and floor means the concrete slabs, framing or other structural materials which constitute the wall, ceiling or floor, as the case may be, of a Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual location. To the extent any Condominium Unit consists of or includes open areas, the boundaries thereof shall extend to and be contiguous with the outermost boundary of the adjoining Condominium Unit or Common Area, as the case may be.

6. **Common Areas.**

(a) **Description.** "Common Areas" mean (i) those portions of the Real Estate located outside the Building; (ii) the foundations, columns, girders, beams, supports and

exterior roof surfaces of the Building; (iii) halls, corridors, fire exits, lobbies, vestibules, elevators, elevator lobbies, trash chutes, HVAC and mechanical rooms, stairs, stairways, entrances and exits of the Building, if any (except those located within the interior of Condominium Units); (iv) sidewalks; (v) central electricity, gas, water, air conditioning and sanitary sewer serving the Building (including those located in the interior of the Building), if any; (vi) exterior lighting fixtures and electrical service lighting the exterior of the Building unless separately metered to a particular Condominium Unit; (vii) pipes, ducts, electrical wiring and conduits and public utilities lines not located within any Condominium Unit or which serve more than one Condominium Unit; (viii) floors, roofs and exterior perimeter walls of the Building, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit; (ix) all improvements, facilities and appurtenances located outside of the boundary lines of the Condominium Units; (x) Limited Areas, except those areas and facilities expressly classified and defined herein as part of any Condominium Unit; (xi) Parking Spaces which are not Limited Areas; and (xii) those areas of the Building designated on the Plans as Common Areas.

(b) Use. Subject to the provisions and limitations of Paragraph 7 of this Declaration, Owners of each Residential Unit and their guests and invitees shall be entitled to full, unrestricted use and enjoyment of the Common Areas for their intended purposes.

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

(a) Parking Spaces. Any parking spaces which are either (i) owned by the Corporation or (ii) leased by the Corporation (the "Parking Areas"), and which are designated by reference on the Plans, the deed to a particular Condominium Unit or any other agreement between the Owner of the Condominium Unit and the Declarant or the Corporation for use by the Owner of a particular Condominium Unit shall constitute Limited Areas and be limited to the exclusive use of the Condominium Unit to which such use is designated.

(b) Unit Exteriors. The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall constitute Limited Areas and be limited to the exclusive use of the Condominium Unit to which they appertain.

(c) Other Limited Areas. Any other areas designated and shown on the Plans as Limited Areas shall constitute Limited Areas and be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans or as provided in a recorded agreement between the Owner of the Condominium Unit and the Declarant or the Corporation.

8. **Ownership of Common Areas and Percentage Interest**. Each Owner shall have an undivided interest in the Common Areas, as tenants in common with all other Owners, equal to such Owner's Condominium Unit's Percentage Interest. The Percentage Interest of each

Condominium Unit shall be a percentage equal to the square footage of the particular Condominium Unit divided by the total square footage of all Condominium Units which constitute a part of Renaissance Flats Condominium. The square footage of each Condominium Unit and the initial Percentage Interest of each Owner in the Common Areas as calculated in accordance with this Paragraph 8 and the Act are set forth on Exhibit C, attached hereto and made a part hereof. Except as otherwise provided or permitted in Paragraph 14 or elsewhere herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners (including Declarant, so long as Declarant owns any Condominium Unit) and Mortgagees, and then only if in compliance with all requirements of the Act.

The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Renaissance Flats Condominium.

9. **Encroachments and Easements for Common Areas.** If, by reason of the location, construction, settling or shifting of the Property or any other reason, any Common Area now encroaches or shall hereafter encroach upon any Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Corporation for the maintenance, use and enjoyment of such Common Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving such Owner's Condominium Unit. Each Owner shall have the right of ingress and egress to and from such Owner's Condominium Unit, with such right being perpetual and appurtenant to the ownership of the Condominium Unit.

10. **Real Estate Taxes.** Real estate taxes are to be separately assessed and taxed to each Condominium Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Real Estate, then each Owner shall pay his or its proportionate share of such taxes to the extent attributable to the Property in accordance with his or its respective Percentage Interest.

11. **Utilities.** Each Owner shall pay for his or its own utilities, to the extent separately metered. Utilities which are not separately metered or are provided to the Common Areas shall be treated as and paid as part of the Common Expenses.

12. **Association of Owners.** Subject to the rights of Declarant reserved in Paragraph 21 hereof and obligations of the Owners, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property exclusive of the Condominium Units and Limited Areas appurtenant to the Condominium Units shall be the obligation of the Corporation. Each Owner of a Condominium Unit shall, automatically upon becoming an owner of a Condominium Unit, be and become a Member of the Corporation and shall remain a Member until such time as his or its ownership of a Condominium Unit ceases, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

The Corporation shall elect a Board of Directors annually (except for the Initial Board and the Interim Board, as defined in the Bylaws, which shall be appointed by Declarant) in accordance with and as prescribed by the Bylaws. Each Owner shall be entitled to cast his or its Percentage Vote for the election of the Board of Directors in accordance with and as prescribed by the Bylaws, except for such Initial Board and Interim Board who shall serve for the period provided in the Bylaws. Each person serving on the Initial Board or Interim Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Board of Directors and for no other purpose. No such person serving on the Initial Board or Interim Board shall be deemed or considered a Member of the Corporation nor an Owner of a Condominium Unit for any other purpose (unless he is actually an Owner of a Condominium Unit and thereby a Member of the Corporation).

The Board of Directors shall be the governing body of the Corporation, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property exclusive of the Condominium Units. Subject to the provisions of Section 3.6 of the Bylaws, the Board of Directors may provide for third party management of the Property.

13. **Maintenance, Repairs and Replacements.**

(a) **Unit Maintenance.** Each Owner shall, at his or its expense, be responsible for the maintenance, repair, decoration and replacement of his or its own Condominium Unit and, to the extent provided in this Declaration or the Bylaws, for the Limited Areas reserved or designated for his exclusive use. Each Owner shall repair any defect occurring in his or its Condominium Unit which, if not repaired, might adversely affect any other Condominium Unit or Common Area. Maintenance, repairs, replacements and upkeep of the Common Areas or that portion of the Property covered by the Corporation's insurance as provided in Paragraph 15 shall be furnished by the Corporation as part of the Common Expenses, except as otherwise provided herein or in the Bylaws. The Board of Directors shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate. The Board of Directors or its designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency, in which case no notice shall be required), to enter into each individual Condominium Unit for the purpose of inspection of the Common Areas appurtenant thereto and replacement, repair and maintenance of such Common Areas.

(b) **Assessments.** As of the first day of the first month following the conveyance of the first Condominium Unit located in the Building and the Percentage Interest appurtenant thereto, each Condominium Unit located in the Building and the Percentage Interest appurtenant thereto shall be subject to the Regular Assessments, Special Assessments and, to the extent provided in Paragraph 13(e), the Limited Areas Assessments, (as determined by Declarant and/or the Board of Directors, as applicable) (collectively, the "**Assessments**"), as provided in this Paragraph 13 and Article V of the Bylaws, and all such Assessments shall constitute liens upon each applicable

Condominium Unit and appurtenant Percentage Interest as provided and described in this Declaration and the Bylaws. The date(s) on which Assessments are due and payable shall be as specified in this Declaration or the Bylaws, or if not so specified, then as determined by the Board of Directors. In addition, each Owner shall be personally liable for the amounts of any and all Assessments which become due and payable during the period in which such Owner holds title to a Condominium Unit. No Owner shall be personally liable for any Assessments which first became due and payable prior to the time such Owner took title to a Condominium Unit unless he expressly assumes such liability, except as may otherwise be required by the Act. However, a conveyance by an Owner of his or its Condominium Unit shall not operate to release or limit the liability of an Owner for Assessments becoming due and payable while such Owner holds title to a Condominium Unit. The lien of any Assessment shall be subordinate to the lien of any Mortgage on any Condominium Unit that was recorded before the time when said Assessment first became delinquent, and any sale or transfer of a Condominium Unit pursuant to a foreclosure of a Mortgage shall extinguish such subordinate liens. Notwithstanding the foregoing, Declarant shall be excused from contributing toward Common Expenses as provided in Subparagraph 13(d) below.

(c) Delinquency. Each Assessment shall be due and payable on the due date(s) thereof as specified in this Declaration or the Bylaws, or if not so specified, then on the due date(s) determined by the Board of Directors, and the date for the payment of such Assessment is hereby termed the "**Delinquency Date.**" Any Assessment that is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner, and such Owner shall be charged a fifty dollar (\$50.00) late fee (or such other amount as determined by the Board of Directors) plus an additional five dollars (\$5.00) per day (or such other amount as determined by the Board of Directors) from the Delinquency Date until paid in full. In the event that any costs or expenses, including attorneys' fees, are incurred by or on behalf of the Corporation with respect to the recovery or collection of any delinquent Assessment, all such costs, expenses and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the dates incurred until paid in full, at a rate of interest equal to eighteen percent (18%) per annum. All interest, late fees, costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Condominium Unit and Percentage Interest as of the date on which such delinquent Assessment first became a lien. In the event that any Assessment is not fully paid on or before the Delinquency Date, the Corporation shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for the year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. Any such lien against a Condominium Unit and its Percentage Interest shall be subordinate to the lien of any Mortgage encumbering such Condominium Unit and its Percentage Interest if and to the extent the Mortgage creating such first mortgage lien was recorded prior to the due date of the delinquent Assessments.

(d) Declarant Exemption. The Declarant as Owner or Co-owner of any unoccupied Condominium Unit(s) offered for the first time for sale shall not be obligated

to contribute toward Common Expenses for those Condominium Units for a period commencing on the date that this Declaration is recorded in the Office of the Recorder of Marion County, Indiana and expiring on the first day of the twenty-fourth (24th) calendar month following the month in which the closing of the sale of the first Condominium Unit occurs (the "Initial Period"). Provided that, notwithstanding the foregoing, if the Common Expenses incurred during the Initial Period exceed the amount assessed against the other Co-owners, then Declarant shall pay the excess.

(e) Allocation of Costs and Expenses for Limited Areas. Each Owner of a Condominium Unit shall pay an amount equal to such Owner's Pro Rata Share (as hereinafter defined) of the cost and expense incurred by the Association in connection with the landscaping, painting, decorating, furnishing, maintenance and upkeep of the Limited Areas (the "**Limited Areas Assessment**"). Each Owner's Pro Rata Share shall be calculated by dividing the Percentage Interest appertaining to such Owner's Condominium Unit by the aggregate of the Percentage Interests appertaining to all Condominium Units.

14. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to or which would affect the Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration in or to his or its respective Condominium Unit which would affect the safety or structural integrity of the Building, nor shall any Owner make any alteration in or to his or its respective Condominium Unit without the prior written approval of the Board of Directors, nor shall any Owner change the color of any of the Common Areas without the prior written approval of the Board of Directors. Declarant reserves the right to change the interior design and arrangement of all or any of the Condominium Units and alter the boundaries between Condominium Units (including, without limitation, the combination of one or more Condominium Units or the subdivision of a Condominium Unit into one or more Condominium Units) so long as Declarant owns the Condominium Units so changed or altered. No change or alteration of any Condominium Unit by any Owner (other than by Declarant as provided in this Paragraph 14) shall increase the number of Condominium Units beyond sixteen (16) total Condominium Units. The maximum number of Condominium Units which may be developed in the Building shall be sixteen (16). If Declarant shall make any such change or alteration, such change or alteration shall be reflected by a supplement or amendment to the Plans executed by the Declarant and recorded in the Office of the Recorder of (Marion County, Indiana, if necessary. Simultaneously with the recording of any such amendment or supplement to the Plans, Declarant shall record, if the change or alteration changes, in Declarant's determination, the square footage of any affected Condominium Unit, an amendment or supplement to this Declaration allocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Areas in the same manner as the Condominium Units depicted in the prior Plans. Such allocation of Percentage Interests shall vest when the amendment or supplement to this Declaration incorporating such changes has been recorded. Such supplements or amendments to the Plans and this Declaration need not be approved by the Corporation or any other Owners.

15. Insurance. The Co-Owners, through the Corporation, shall purchase a master casualty insurance policy, using generally acceptable insurance carriers, affording fire and

extended coverage insurance on all portions of the Building which are not part of a Condominium Unit and comprise the Common Areas in an amount equal to the full replacement value of such improvements. If the Board of Directors can obtain such coverage for reasonable amounts, the Board of Directors 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 name each Owner and, if applicable, the Mortgagee of each Owner, as insureds and shall be for the benefit of each such Owner and Mortgagee in accordance with the following terms and conditions:

(a) Payment of Insurance Proceeds. All proceeds payable as a result of casualty losses sustained, which are covered by insurance purchased by the Corporation as hereinabove set forth, shall be paid to it or to the Board of Directors, which shall act as the insurance trustee and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation, as provided in the Bylaws, shall specifically include protection for any insurance proceeds so received.

(b) Owner's Interests. 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 any event insured under the said master casualty insurance policy. The Corporation shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Corporation to act for and on behalf of the Owners for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and the performance of all other acts necessary to accomplish such purposes.

(c) Mortgagees' Interests. No Owner or any other party shall have priority over any rights of a Mortgagee pursuant to its Mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Condominium Unit and/or Common Areas. The Corporation shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Corporation to act for and on behalf of the Owners for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and the performance of all other acts necessary to accomplish such purposes.

(d) Casualty Insurance Provisions. Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) include (i) a provision that the insurer waives its right to subrogation as to any claim against the

Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests; and (ii) a provision that the insurer waives any defense based on the invalidity arising from the acts of the insured; and (iii) an endorsement that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to Mortgagees and to the Corporation. If the Board of Directors is able to obtain such insurance upon reasonable terms, such master casualty insurance policy, and "all-risk" coverage if obtained, shall further provide (A) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted; (B) 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 16 of this Declaration; and (C) an agreed amount endorsement or an inflation guard endorsement to the extent such are commonly required by prudent institutional mortgage investors in the metropolitan Indianapolis area.

(e) Liability Insurance. The Co-owners, through the Corporation, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee or organization of the Corporation or Board of Directors, any managing agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Renaissance Flats, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of Renaissance Flats. Such policy shall provide that it may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Corporation and all Mortgagees.

(f) Other Insurance. The Co-owners, through the Corporation, shall also obtain any other insurance required by law to be maintained, including but not limited to workers' compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any managing agent acting on behalf of the Corporation.

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

(h) Mortgagee Endorsements. 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 or its Mortgagee jointly.

(i) Owners' Insurance. Each Owner shall be solely responsible for loss or damage to his Condominium Unit and the contents thereof however caused (including, but not limited to, all floor, ceiling and wall coverings and fixtures, light fixtures, appliances and betterments and improvements installed by such Owner) and his or its personal property stored elsewhere on the Property, and the Corporation shall have no liability to the Owner for loss or damage to the contents of any Condominium Unit. Each Owner shall be solely responsible for obtaining his or its own insurance to cover any such loss and risk. Each Owner shall have the right to purchase such additional insurance at his or its own expense as he may deem necessary, including but not limited to: (i) personal liability insurance, provided that all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation; and (ii) casualty insurance upon his or its Condominium Unit, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Corporation. 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 Corporation pursuant to this Subparagraph due to proration of insurance purchased by an Owner under this Subparagraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Corporation to be distributed as herein provided.

Upon written request, the Corporation shall provide written notice to Owners or Mortgagees (whose interests may be affected) of obtainment of any insurance policy provided for herein or subsequent revision or termination of the same.

16. Casualty and Restoration.

(a) Casualty Damage Determination. Except as hereinafter provided, damage to or destruction of any portions of the Building which are not part of a Condominium Unit due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Corporation and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of the Building" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of the Building" means a determination, made by a vote of at least sixty-seven percent (67%) of the Percentage Vote of all Co-owners that total destruction of the Building has occurred at a special meeting of the Corporation called for the purpose of making such determination. A special meeting of the Corporation shall be called and held within thirty (30) days after any fire or any other casualty or disaster damaging or destroying the Building for the purpose of making the determination of whether or not there has been a complete destruction of the Building. If such a special meeting is not called and held within such thirty (30) day period, or if the determination of whether or not there has been a complete destruction of the Building has not been made within such thirty (30) day period, then it shall be conclusively presumed