CODE OF BY-LAWS
OF
THE BLUFFS CONDOMINIUM
AND OF
THE BLUFFS ASSOCIATION INC.

ARTICLE I
IDENTIFICATION AND APPLICABILITY

Section 1.01. Identification and Applicability These By-Laws are adopted simultaneously with the execution of the Second Amendment to the Declaration to which these By-Laws are attached and made a part hereof. The operation of the Condominium shall be by THE BLUFFS ASSOCIATION, INC., (the "Association"), to which these By-Laws shall apply.

The Declaration and Articles of Incorporation are incorporated herein by reference and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in this Declaration shall have the same meaning in these By-Laws. The provisions of these By-Laws 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 Home or any part of the Property, shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, these By-Laws and the Act.

ARTICLE II
MEETINGS OF ASSOCIATION

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the first Monday on or after April 18 in each calendar year. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-laws and transact such other business as may properly come before the meeting.

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 the Owners who have not less than twenty-five percent (25%) of the percentage vote. The resolution or petition shall be presented to the President or Secretary of the Association 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 Meetings. All meetings of the members 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 Owner. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association and to any Mortgagor who requests the same in writing at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.
Section 2.05. Voting.

(a) **Number of Votes.** To facilitate the orderly conduct of the meeting, each Owner shall have a Percentage Vote and shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to his Home's unit of interest in the Common Areas as set forth in Section 1.5 of the Declaration.

(b) **Multiple Owner.** Where the Owner of a Home constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the Percentage Vote allocable to that Home. At the time of acquisition of a title to a Home by a multiple Owner or a partnership, those persons constituting such Owner or the partners may file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Home, which shall remain in effect until the owners designate another representative, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of jurisdiction. 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 for the Home.

(c) **Voting by Corporation or Trust.** Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the Percentage Vote on behalf of the trust and the agent or other representative of the corporation duly empowered shall cast the Percentage Vote to which the corporation is entitled.

(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 Association prior to or at the commencement of the meeting.

(e) **Quorum.** Except otherwise expressly provided in the Declaration, these By-Laws or the Act, the Owners representing a majority of the Percentage Vote shall constitute a quorum at all meetings. The term majority of Owners or majority of Percentage Vote, as used in these By-Laws shall mean the Owners entitled to more than one-half (1/2) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration, as such may be amended from time to time.

(f) **Conduct of Meeting.** The Chairman of the meeting shall be the President of the Association, or his/her designated representative. He/she shall call the meeting to order at the duly designated time and business will be normally conducted in the following manner:

1. **Reading of the Minutes.** The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, but such reading may be waived upon motion.

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. **Budgets.** The proposed budgets (Operating and 5-Year Perpetual Capital Expenditure Plan) for the current fiscal year shall be Presented to the Owners for approval or amendment.

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 it 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/her ballot.
(5) Other Business. Other business may be brought before the meeting only upon written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed to by a majority of the Percentage Vote.

(6) Adjournment

ARTICLE III
BOARD OF DIRECTORS

Section 3.01. The affairs of the Association and the Condominium shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of five persons. No person shall be eligible to serve as a director unless he/she is a resident Owner. Also, if he/she is 30 days or more in arrears in his/her annual or special assessments, he/she will not be eligible.

Section 3.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a person or an officer or trustee shall be eligible to serve on the Board of Directors, except that no Homeowner may be represented on the Board of Directors by more than one person at a time.

Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at the annual meeting of the Association. Directors shall hold office for a term of one (1) year or until their successors have been duly elected and qualified. Directors shall hold office for staggered terms of 2 years. However, terms of the Board after the effective date of this amendment shall be determined by lot with three (3) members serving for two (2) years and two (2) members serving for one year. Thereafter, only those Director's positions expiring will be filled at the Annual Meeting.

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.

Section 3.04. Removal of Director. A Director or Directors, may be removed with or without cause by vote of 67% of the Owners at a meeting duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at this 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 3.05. Duties of the Board of Directors. The Board of Directors shall provide for the administration of the Condominium, the maintenance, upkeep and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

(a) management, maintenance and repair of the Common Areas.

(b) procuring of utilities used in connection with the Condominium, removal of garbage and waste, and snow removal from the Common Areas.

(c) landscaping, painting, decorating, and furnishing of the Common Areas.

(d) surfacing, paving and maintaining streets, parking areas, and sidewalks;

(e) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;

(f) preparation of annual budget; and 5-Year Perpetual Capital Expenditure Plan;

(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 the delivery of the annual budget;
(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 by making an appointment with the Treasurer of The Board.

Section 3.06. **Powers of the Board of Directors.** The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

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

(c) to procure for the benefit of the owners fire and extended coverage insurance covering the Buildings and the Property to the full replacement value thereof 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;

(d) 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 Condominium;

(e) to include the costs of all of the above and foregoing as a Common Expense and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to determine rules for hiring and firing of personnel necessary for the maintenance, repair and replacement of Common Areas and for approving the payment of vouchers, invoices and the like.

(h) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property;

Section 3.07. **Limitation on Board Action.** The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditures of less than $3,000 without obtaining the prior approval of Owners at a meeting thereof, except in the following cases:

(a) contracts for replacing or restoring portions of the Common Areas or Limited Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received; or in the case of an emergency which would endanger the life or property.

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget or 5-Year Perpetual Capital Expenditure Plan as approved by the Owners at the annual meeting.

(c) items within the budget need not be approved separately. The Board may also reallocate items in the Budget and 5 year Perpetual Capital Expenditure Plan, if the total budgeted funds for a task are not exceeded and by so doing the total Budget will not be increased.

Section 3.08. **Compensation.** No Director shall receive any compensation for his/her services as such except to such extent as may be held at such time and place as shall be determined from time to time by the Homeowners.

Section 3.09. **Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the President. The Secretary shall give notice of the regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.
Special meetings of the Board of Directors may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Hamilton County, Indiana, as shall be designated in the notice.

Section 3.1.1. Waiver Of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, notice shall not be required and any business may be transacted at such meeting.

Section 3.1.2. 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 quorum is present shall be the decision of the Board.

Section 3.1.3. Non-Liability Of Directors. The Directors shall not be liable to the owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Owners shall indemnify and hold harmless 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 Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association and that in all matters the Board is acting for and on behalf of the Owners as their 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 or the Managing Agent on behalf of the Association shall provide that the Board of Directors and the Managing Agent, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.1.4. Additional Indemnity of Directors. The Owners shall indemnify any person, his heirs, assigns and personal representatives, made a part 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 Owners 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 guilty of gross negligence or misconduct in the performance of his duties. The Owners shall also reimburse to any such Director the reasonable costs of settlement or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding, the adjudication in any action, suit or proceeding against a Director, no Director shall be considered 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 advice made by or prepared by the Managing Agent or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof, nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.1.5. Bond. The Board of Directors shall give bond and shall require the Treasurer and such other officers as the Board deems necessary to give bond, 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 provided by the By-Laws or 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 such bond shall be a Common Expense.
ARTICLE IV
OFFICERS

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. 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 Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of president or chief executive officer laws of Indiana, including, but not limited to the power to appoint committees from the 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 from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected 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 meeting, 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 By-Laws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. He/she shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. He/she shall oversee and deposit all funds of the Association coming into his/her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. Another officer, except the President, may serve as the Treasurer, as may a person who is not a member of the Board of Directors.

Section 4.07. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the 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 By-Laws or the Board of Directors may prescribe.

ARTICLE V
ASSESSMENTS

Section 5.01. Annual Accounting. Annually, but no later than 60 (sixty) days after the close of the calendar year, and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a public accounting firm then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the previous calendar year.

Section 5.02. Proposed Budgets. 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 (both common expenses and 5-Year Perpetual Capital Expenditures Plan) for the ensuing fiscal year estimating the total amount of the
common and capital expenses for the ensuing year and furnish copies of such proposed budgets to each Owner prior to the annual meeting. These budgets 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 Annual Assessment for the following fiscal year. At the annual meeting of the Owners, the budgets may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote. However, if the annual meeting of the Owners is adjourned before an annual budget is approved at such meeting, then the Board of Directors may adopt an annual budget for such year.

Section 5.03. **Annual Assessments.** Promptly following the adoption of the annual budget, the Board of Directors shall give written notice of the assessment against each respective Home based on its Percentage Interest (herein called the "Annual Assessment"). The Annual Assessment against each Home shall be assessed on a fiscal year basis and shall be due and payable in equal monthly installments, in advance, on the first day of each month. Payment of the monthly installments of the Annual Assessment shall be made to The Bluffs Association, or otherwise, as directed by the Board of Directors. The Annual Assessment shall automatically become a lien on that Home on the date it is due and payable. The Treasurer of the Association shall, upon due request and for a reasonable charge, furnish a certificate setting forth whether the annual and special assessments on a designated Home have been paid, or the amount of any unpaid and delinquent annual or special assessments.

Section 5.04. **Failure of Owner to Pay Assessments.** Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the lien of such Assessment on the Owner's Home may be foreclosed by the Board of Directors for and on behalf of the Association as provided by law. In any action to foreclose the lien for assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Home and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Home and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular or Special Assessment. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys fees, from the Owner of the respective Home.

Section 5.05. **Maintenance and Repairs.** Every Owner shall promptly perform all maintenance and repair within his own Home, which, if neglected, would affect the value of the Property. Such maintenance and repairs include, but are not limited to, any partitions and interior walls, windows in the Home and all doors leading into the Home, internal water lines, plumbing, electric lines, appliances, gas lines, telephones, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Home.

ARTICLE VI
RIGHT TO ENTER, RULES AND REGULATIONS

Section 6.01. **Right of Entry.** An Owner or occupant of a Home shall grant the right of entry to the managing Agent or any other person authorized by the Board. In case of any emergency originating in or threatening his own Home 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 where so required, to enter his Home for the purpose of inspection or performing installations, alterations or repairs to the electrical or mechanical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.02. **Right of Board to Adopt Rules and Regulations.** The Board may promulgate such additional rules and regulations 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 such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. All changes to rules shall be incorporated into the "Rules by Which We Live".
ARTICLE VII
AMENDMENT TO BY-LAWS

Section 7.01. These By-Laws may be amended by a vote of not less than sixty-seven percent (67%) of the Percentage Vote of the Owners in a duly constituted meeting called for such purpose, or at an annual meeting.

ARTICLE VIII
MORTGAGES

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Home, shall notify the Secretary of the Association and provide the name and address of the Mortgagor or the mortgagee may do so. A record of such Mortgagee and the 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 or these By-Laws shall be deemed effectively given if mailed to Mortgagee at the address shown in such record at 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 otherwise be required by the Declaration or these By-Laws 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 or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractural right to purchase a Home, furnish to such Mortgagee or Purchaser a statement setting forth the amount of the then unpaid Annual or Special Assessments against the Home, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Home shall not be liable for nor shall the Home conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

ARTICLE IX
INSURANCE AND USE OF PROCEEDS

Section 9.01. Insurance.

(a) The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the Buildings in the Condominium against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work, minus the applicable deductible required by such policy (which is the responsibility of the Unit owner). In the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all Common Areas and Limited Common Areas and all damage or Injury caused by the negligence of the Association or any of its agents. Said Insurance may include coverage against vandalism and may include loss of occupancy and such other coverage as the Association may deem appropriate. All such Insurance coverage, including insurance on individual buildings obtained by the Board of Directors shall be written in the name of the Association as Trustee for each of the Owners, in proportion to their respective units of interest in the Condominium. Additional Insurance on individual apartments obtained by their respective Homes may be written in the name of such Owners. Premiums for insurance obtained by the Board of Directors on individual buildings shall be included in the Annual Assessment as provided hereunder.

(b) Upon request of a Unit owner, The Board of Directors shall cause to be provided, through the company insuring The Bluffs, the amount and type of insurance coverage on his/her particular Home.

Section 9.02. Damage or Destruction of Improvements. If all or any part of the Condominium Property is damaged or destroyed, they shall be rebuilt or repaired as provided in Section 10.4 of the Declaration.

Section 9.03. Collection of Insurance. The Board of Directors of the Association shall collect all insurance proceeds payable with respect to any damaged building, and shall contract or make arrangements to rebuild or repair the damaged or destroyed portions of the building to its condition before such damage. All insurance payable on account of such casualty shall be deposited by the Association in a bank or financial institution, the accounts of which bank or institution are insured by a Federal Governmental agency, with the proviso agreed to by the said
bank or institution that such funds may be withdrawn only upon the signature of at least two members of the Board of Directors, or by their duly authorized agent.

Section 9.04. Restoration and Repair. Use of Insurance Proceeds. The Board of Directors may advertise for sealed bids with licensed insured contractors for such repair or restoration, and then may negotiate with any contractor who, unless the Board of Directors shall otherwise determine, shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings, and/or other improvements. If the insurance proceeds payable on account of such casualty are insufficient to pay all the costs of repairing and/or rebuilding the building or buildings to the same condition as formerly, the Board of Directors shall levy a special assessment against the Owners directly affected by the damage to make up any deficiency in the proportions provided in Section 9.05 below. If there is more than one building destroyed, the insurance proceeds payable to the Association shall be apportioned to the respective buildings on the basis of the relative damage done to the several buildings that were damaged. If there is a dispute about the relative amount of damage to the buildings, the Association shall have an independent appraisal made to determine the relative amount of damage. If the insurance proceeds are adequate to pay for all the damage done, then apportionment to the several buildings shall not be necessary. Excess insurance proceeds, if any, shall become a part of the Association’s general funds to be used as the Board of Directors may deem to be appropriate.

Section 9.05. Assessment of Homeowner’s if Insurance Proceeds are Inadequate. If any buildings are to be repaired or restored under the terms of Section 10.4 of the Declaration and the insurance proceeds are inadequate to pay the complete cost of such repair or restoration, Special Assessments shall be made against the Owners of the homes in the buildings directly affected by the damage, and against all Homeowners in case of damage to Common Areas, in sufficient amounts to provide the funds necessary to complete such repair or restoration. Such Assessments may be made at any time and at more than one time. Assessment for damage to a building containing Homes shall be made to the Owners of the Homes therein in proportion to the relative damage or destruction to each Home. Assessments on account of damage to Common Areas shall be in proportion to the Owner’s Percentage Interest in the Common Areas. The Board of Directors shall select a qualified appraiser who shall separately determine the relative damage or destruction done to each Home and to the Common Areas. In so doing, the appraiser may, but shall not be required to, consider the Owner’s Percentage Interest and the value of their respective Homes.

Section 9.06. Allocation of Insurance Proceeds if No Repair or Restoration. If after major damage or destruction the damaged or destroyed buildings are not to be restored, then the insurance proceeds payable on account of the damage to or destruction of such buildings shall first be used to pay the cost of removing any portion of the buildings that remain after such casualty and of restoring the site. The balance of the funds on hand shall then be distributed to the Homeowners and the holders of liens on the Homes in accordance with the relative value of the Homes immediately prior to the damage if permitted by law; otherwise in proportion to their percentage interest in the Common Areas.

In order to determine the relative values of the Homes the Board of Directors shall select a qualified appraiser who shall determine the relative values of each Home. The determination of the appraiser shall be binding upon all parties except that if any of the affected Owners challenges the appraiser determination, such Owner shall appoint a qualified appraiser skilled in valuation of damage and destruction to dwellings and the Board shall appoint an additional appraiser, similarly skilled. The average of the calculations of the three appraisers shall determine the question of such value. In the event that an Owner or Owners challenge the determination of the original appraiser, the expense of all three appraisers shall be charged to such challenging Owner or Owners. The determination of the Board of appraisers shall be final and binding upon the Association and all affected Owners.

Section 9.07. Homeowner’s Insurance. In the event of damage or destruction by fire or other casualty to any Home or other property covered by insurance written in the name of an individual Owner, said Owner shall be entitled to such insurance proceeds.

AMENDED this 28 day of April, 2001, by The Bluffs Association, Inc.
President, Witnessed by: [Signature]
GENERAL

1. These Rules and Regulations contained have been established for the common benefit of all residents and their guests. Resident's safety and the protection of property must be the over-riding priority of everyone living at The Bluffs. The overall objective is to foster enjoyable living for all residents and to preserve and enhance the property values of The Bluffs Condominiums. Observation of these Rules and Regulations requires the cooperation and consideration of all residents in a spirit of living together as a neighborhood. It is expected that these Rules and Regulations will be followed voluntarily, however, the Board of Directors is charged with the responsibility of enforcing these rules through the Property Manager on behalf of the Board of Directors, should Unit Owners or their guest choose to not comply with them voluntarily. Owners will be given three (3) violation letters prior to being turned over to the attorney for non-compliance. The Owner will be responsible for all attorney fees incurred by the Association while they pursued the Owner for compliance.

*Please Remember ......Architectural Changes Must Have Prior Board Approval... Including, but not limited to: Windows, Sun Rooms, Doors, Decks, Landscape Planting, any and all changes made to the outside of the structure & common area. Architectural Change Request (ACR) paperwork can be obtained from the Property Manager. Board approval to change inside load bearing walls is required.
2. CONDOMINIUM UNITS

2.1 Entryways and Hallways

2.1.1 Door Mats - If a doormat is desired, it shall be no larger than 3ft. x 3ft. and be presentable and in good taste. Carpet scraps are not acceptable.

a. Ground Level — Ground level units in Section One, Two and Three, are allowed to have at the area of their immediate back door a doormat, gravel, mulch, or steeping stone, in order to prevent mud from being tracked into their unit. This area is to be no larger then 3ft X 3ft.

2.1.2 Plants - Up to two (2) plants are permitted in each entry way by the side lights at the main door way of the building. No plants or decorations are to be hung near the security lighting, that blocks the light fixture. Plant stands at the side lights are allowed. Residents placing live plants at the entry way are responsible for their care. Dead plants are to be removed immediately. Decorations are allowed in the common area hallways for Holidays. Decorations should be removed no later than 30 days past the intended holiday. Christmas light must be removed by January 1st.

2.1.3 Notices - The posting of notices in entryways requires the approval of the Board of Directors in advance of the posting. (Section 1 & 2)

2.1.4 Fire Department Regulations - NOTHING may be stored in the entryways or hallways of the common area. Items are not to be stored under the stairways in the common area. (Section 1 & 2)

2.1.5 Walk Bridges - Section one (1) and Section two (2)- Any type of outdoor/patio furniture is not be left on the common area walk bridges. (folding chairs, chase lounge, tables, benches, lawn chairs, swing, etc.)

2.1.6 Fire Safety Concerns - The Board encourages each unit owner to have a regulation fire extinguisher in their home. Each building in Section one (1) and two (2) have fire extinguishers in the hallways. Each unit should have working smoke detectors, and ensure that the batteries are changed regularly.

Residents with special needs are encouraged to share that information with the Property Manager, and also notify the Police
and Fire Department in case of emergency. Everyone should have a plan to exit their unit in case of an emergency.

2.1.7 There is no smoking in the common hallways. Owners can be charged the cost for the Association to have the common hallway cleaned and deodorized.

2.2 Storage Rooms

Section one (1) and two (2) have shared storage rooms. Each storage room is marked on the floor and wall with tape. Items must be kept below and behind the marked area. This is according to the Fire Department Regulations. No food, trash, flammable or combustible material is to be put in the storage rooms. Residents are to be considerate of each other and allow enough space for anyone needing to use the storage area. Storage Room for 101/102 is located in 102, space is to be made available for 8 units, 103/104 is located in 104, space is to be made available for 10 units, 105/106/107 is located in 107, space is to be made available for 18 units, 108/109 is located in 108, space is to be made available for 12 units, 201/203 is located in 201, space is available for 10 units.

2.3 Windows

All windows seen from the parking areas and main drive must have curtains, window coverings or draperies. Windows and window coverings must be maintained and keep in good condition. Window coverings that are broken, ripped, or in disrepair must be removed and replaced. Window coverings facing the parking area and main drive are to be white or off white in color.

Guidelines for Window Replacement:
It is the unit owner's responsibility to replace their windows. Before replacing your windows, you are required to submit your plan to the Bluffs Board of Directors, in compliance with Section 7.3 “Architectural Control”.

In Section One (1) and Section Two (2), replacement windows should follow the architectural design of the units in your building. Example: If units in your building have sliding windows, you should replace yours with sliding windows, the same for casement.

Unit 101 - Windows are to be two panel sliding – brown aluminum clad.
Unit 102 – Windows are to be three panel sliding – solid center window, side windows slide- brown aluminum clad.
Unit 103 - Windows are to be two panel sliding – brown aluminum clad.
Unit 104 - Windows are to be two panel sliding – brown aluminum clad.
Units 105, 106 - Windows are to be two panel sliding - brown aluminum clad.
Unit 107 - Windows are to be three panel casement (crank out) - brown aluminum clad.
Units 108/109, Windows are to be two panel sliding - brown aluminum clad.
Units 201/203, Windows are to be three panel casement (crank out), brown aluminum clad.

Section three (3), units 301-313, replacement windows should be casement (crank out) with the same color and design as the old windows. Skylights are considered a window and replacement or repair is the owner’s responsibility.

Enclosures in Section 1 & 2, also being the unit owner’s responsibility, are to have brown frames.

2.4 Patio/Porch Enclosures
Enclosures must be aesthetically pleasing and in conformance with the architectural integrity of the buildings. Plans and specifications, for porch enclosures must be submitted to the Board of Directors for approval prior to the commencement of construction. Patio/Enclosures that face the road must be painted off white or beige. Patio/Enclosures are not to be used as a storage area. Enclosures are to be kept neat and in good taste. The Board may address any unit owner not following these guidelines. No propane tanks may be stored on any patio or porch.

2.5 Waterbeds, hot tubs, spas
In Section one (1) and Section two (2) of the condominium buildings, the use of waterbeds, hot tubs and spas is permitted only on the ground floor units. This restriction does not apply to Section three (3) condominium buildings.

2.6 Plumbing, Drains, Disposals, A/C Units

2.6.1 Drains & Disposals
Residents are encouraged not to use their garbage disposals for anything other than incidental food scraps. Many plumbing issues are caused by grease, egg shells, coffee grounds and leafy vegetables, or pasta. Never put these items down your disposal. When using your garbage disposal, let the hot water run for several minutes while running your disposal, and continue to run for a minute after you shut your disposal off. Hot water and Dawn Dish Soap are great for cutting grease in the drain. Due to the age of the cast iron pipes, do not use any chemical drain cleaners.
Sewers (toilets) Never flush disposable diapers, baby wipes, flushable toilet bowl cleaners, or feminine hygiene products into the sewer. Section one (1) and two (2) are required to use a catch pan under water heaters, water softeners and washing machines. The Bluffs Association is not responsible for such water damage (unless it is a main drain issue). According to the Bluffs Insurance Company, it is part of living in a stacked unit, and the owner is responsible for any damage. The Property Manager should be notified of all plumbing or electrical problems.

Plumbing repair costs will be charged to the unit owner if the plumber, along with the Bluffs Board of Directors, determines that the cause was the neglect or considered to be the responsibility of the resident.

No plumbing shall be installed in or routed through the attic.

2.6.2 Hot Water Heaters

Residents living on the second and third floors are required by the Board and the Bluffs insurance company to have a “drain pan and water alarm” installed under their hot water heater. Many times a hot water heater will begin leaking before it completely goes out. By having a drain pan and a water alarm installed, you would be notified of a potential problem. The damage caused by the leaking of a water heater can be costly for residents below you.

2.6.3 A/C Units – Section One & Two

Owners living in Section one (1) and two (2) with side discharge a/c units, needing to replace their a/c unit must replace the unit with a side discharge a/c. Ground a/c units are no longer allowed in sections 1 & 2.

At a time when side discharge units were not available, the Board of Directors approved the installation of ground a/c units. No future approvals of ground a/c units will be granted. If your existing unit is a ground unit it is grandfathered in. Current ground unit replacements will be grandfathered with Board approval. If side units are in place and parts available, they have to be maintained.

All a/c units must be approved by the Board of Directors.

2.7 Leasing or Sold on Contract of Residences - Long Term Guests

Entire residences may be rented provided the occupancy is not for less than twelve (12) months and such occupancy is only by the lessee/renter and his/her immediate family. The following conditions apply to the Unit Owner: Condo Owners allowing Guests to live in their unit for longer than Seven (7) days.
must have approval from the Bluffs Board of Directors.

2.7.1. When the Unit is rented the Owner of Record of the Unit relinquished all rights to use of the Common Areas, including but not limited to the Pool, Tennis Courts, Boat Storage, and Boat Docks. In the instance of Boat Storage and Boat Dock the Owner may continue to use those facilities provided there is a written agreement between the Unit Owner and the Lessee that specifies the Lessee does not have rights to the Boat Storage and Boat Dock. This agreement must be on file with The Board. The Owner must provide renters with Rules of The Bluffs Association.

2.7.2. The Owner is responsible for all fees and assessments.

2.7.3. The Owner is responsible for any problem related to the use of Common Areas and conduct of the Renter.

2.7.4. The Owner is responsible for upkeep of the rented Unit. At least 67 units must be Owner occupied at all times. Owners wishing to rent their unit must notify The Board of Directors in writing each time the unit is rented. Owners with rented units must have prior Board approval before renting. Owners must also supply a copy of the lease application. The Board will approve or reject the application. The Boards decision is final. A deposit of $300.00 will be held by the Bluffs, for any common area damage caused by the renter.

The maximum number of Rental Units is four (4).

The unit owner must notify the Board or the Property Manager of their rental situation. You will have 30 days from the time your current renter moves, to find a new renter. At the end of 30 days, anyone wanting to rent their unit may submit their rental information to the Board.

2.8 Garages

Flammable or Combustible material stored in garages must meet and be stored according to Fire and Toxic Fumes Safety standards. No grill propane tanks may be stored inside any garage or anywhere else within the community. Maintenance, repair and replacement responsibilities related to garages and other limited common areas is detailed in Section 11.6 of the Second Amendment to the Declaration of Restrictions for the Bluffs.

Resident Owners living in Sections One (1) and Two (2) operating freezers or refrigerators in their garage will be invoiced an additional $8.00 per month to cover the cost of electricity. You are required to notify
the clubhouse office.

3. **GROUNDs**

3.1 **Garden Area**

3.1.1 **LOCATION** - The Garden area is located on the south side of the Entrance Driveway across from Buildings #4 & #5. Please contact the Property Manager if you are interested in a garden.

3.1.2 **PLOTS** - The garden area is divided into plots depending upon the number of residents who sign up to use them.

3.1.3 **CLEAN-UP** - Owners planting a garden are responsible for garden clean up.

3.2 **Car Wash Area**

3.2.1 **LOCATION** - The car wash area is located adjacent to the west side of the garden area. Residents in section one (1) and two (2) are to use this area; residents in section 3 may wash their cars in their driveway.

3.2.2 **AREA MAINTENANCE** - The area is to be cleaned up after washing your car/truck. Nothing is to be left lying on the ground.

3.3 **Auxiliary Parking/Boat Storage Area**

3.3.1 **LOCATION** - The Boat storage area is located west of the tennis court access on the south side of the entrance driveway. Residents using this area are charged $100.00 per year per space, payable January 1st.

3.3.2 **TEMPORARY PARKING** - Large vehicles such as recreation vehicles, fifth wheelers and house trailers, may be parked alongside the access road to the boat storage as temporary parking for no more then one (1) week. Please contact the Property Manager, 317-875-5600.

3.4 **Trash Dumpster** - A Trash Dumpster is located off the main drive between the garden area and tennis court. There is an access door on the left side of the wooden fence. Nothing is to be left on the outside of the dumpster barricade or on the concrete pad inside the dumpster area. If the dumpster is full, do not leave your trash, return the next day.

No Toxic Waste or Hazardous Waste/Material such as ( paint, battery
acid, tires, hypodermic needles, blood, urine, batteries) should be thrown into the dumpster. Construction trash should not be put in the Bluffs Dumpster.

3.5 Dog Walk Area

3.5.1 LOCATION - The grass areas around the garden, along the tennis courts, the hill at the tennis court, and along the south and west side of Baywood Drive.

3.5.2 OWNER RESPONSIBILITY - Owners are responsible to keep dogs on a leash when outside and under owners control at all times.

Owners are to clean up after their pets immediately. There are three (3) Pet Stations with plastic bags & a trash can. Owners with dogs are required to pay $5.00 per month for the pet station supplies etc. When walking your pet, there must be visible means for cleaning up after your pet. Dogs are never to be tethered outside.

3.5.3 Barking dogs will not be tolerated. Pet nuisances should be reported to Noblesville Police or Animal Control.

3. ROADWAYS

4.1 Traffic Control - The Speed Limit in all areas of The Bluffs is 15 Miles Per Hour.

4.2 Motorcycles, mopeds, motor scooters, bicycles, etc. are to be only allowed on the roadways. Skateboards are not to be used on the premises.

4.3 Snowmobiles are not to be ridden on Bluffs Property.

5. PARKING

5.1 Assigned Parking
Each condominium unit in section one (1) and two (2) has a single car garage and is assigned one parking space marked with the unit number and designated for the sole use of the resident. No one but the resident of the assigned space is to park in that space without prior approval of the resident to whom the space is assigned.
5.2 **Unassigned Parking**
Spaces not marked, including the parking space on the south side of Bluffs Circle, (across from Clubhouse) are available for the parking of vehicles that are not used every day but can not be parked in the unit owner’s garage or parking space. Vehicles parked across from the Clubhouse for an indefinite period of time, should be identified and reported to the Property Manager. There are two (2) spaces labeled TRUCK available for truck parking only. **Guest parking is to be kept available for GUESTS. Residents are not permitted to use guest parking on a daily basis.**

5.3 **Parking Restrictions**
Owners/Renters living on Knoll Court, have an assigned garage, and one (1) assigned parking space. Owners/Renters having more then two (2) vehicles are to use the extra parking spaces across from the clubhouse. Owners/Renters parking in guest spots may be subject to legal action. Guests parking spaces need to be left available for Visitors. Owners/Renters living on Bluffs Circle, have an assigned garage, and one (1) assigned parking space. Owners/Renters having more then two (2) vehicles are to use the extra spaces across from the garages on the West end of the 201 building, or across from the 201/203 building.

**Because of the limited parking, owners/renters are encouraged to limit their household to two (2) vehicles.**

Owners/Renters using the parking area across from the clubhouse are requested to notify the Property Owner, to prevent your car from being towed.

5.4 **Reserved Parking:** Areas marked with an “X” are to be kept open and available for delivery, service, and emergency vehicles. This area is not to be used for residents or guest parking.

5.5 **Proper Parking:** Vehicles are to be parked between the lines and not obstruct the sidewalk. Double parking and parking at fire hydrants are not allowed.

5.6 **Repairs:** Vehicle repair/ re-build, is not permitted on Bluffs Property. An emergency repair, i.e. dead battery, flat tire is permitted. **Vehicles leaking oil are not permitted to be parked on the parking lot or assigned garage.**

5.7 **Inoperative Vehicles:** Vehicles that are unlicensed, have expired license plates, inoperable, or unidentified will be will be towed at
the owners expense.

5.8  **Noise Control:** Excessive noise of any kind that is disruptive to other residents will not be tolerated, and may be reported to the police.

6.  **RECREATIONAL FACILITIES**

6.1  **Boat Docks – Bluffs**

6.1.1  Boat Docks are owned by the Bluffs Association and permanent licenses have been granted by the Association. The maximum number of docks allowed is 26 and a dock may be sold by a licensee with his condominium unit or to another owner at the Bluffs. Additionally, there may be docks available for rent from a licensee; however, no dock may be rented to anyone not a resident of the Bluffs. The main walkway of the docks is considered a common area and may be used by all residents provided that such use does not interfere with the use and enjoyment of a dock by any licensee. The docks are managed by the Board of Directors. Additional major costs to the docks will be divided equally among the 26 dock licensee.

6.1.2  Dock Rules and Regulations
1. No carpeting, indoor/outdoor or otherwise, or any other covering is to be attached to the docks.

2. No jet skis, paddle boats or other heavy objects are to be set on any finger or the main walkway.

3. Dock lockers of fiberglass construction only will be allowed.

4. All hoist installations must be approved by the Board of Directors.

5. No boats or other objects are to be permanently tied or otherwise secured to the end of a finger.

6. No portion of the dock structure is to be painted, stained or sealed without Board approval.

7. No grills or other cooking equipment allowed on the docks.

8. Holes are not to be drilled in the frame structure.
9. All boat covers must be of marine grade material, and are to be kept in good condition. No torn covers.

6.2 – Boat Docks – Tucker Cove

6.2.1 The Tucker Cove Boat Docks are owned by the Bluffs Association and permanent licenses have been granted by the Association. The maximum number of docks allowed is 14 and a dock may be sold by a licensee with his condominium unit or to another owner at the Bluffs. Additionally, there may be docks available for rent from a licensee; however, no dock may be rented to anyone not a resident of the Bluffs. The docks are managed by the Board of Directors. The dock licensee will be charged a flat fee of $200.00 per year to cover routine upkeep, insurance, signage, repair, etc. This is due January 1st. Additional major costs to the docks will be divided equally among the 14 dock licensee.

6.2.2 Dock Rules and Regulations

1. No carpeting, indoor/outdoor or otherwise, or any other covering is to be attached to the docks.

2. No jet skis, paddle boats or other heavy objects are to be set on any finger or the main walkway.

3. Dock lockers of heavy duty plastic or fiberglass construction only will be allowed.

4. All hoist installations must be approved by the Board of Directors.

5. No boats or other objects are to be permanently tied or otherwise secured to the end of a finger.

6. No portion of the dock structure is to be painted, stained or sealed without Board approval.

7. No grills or other cooking equipment allowed on the docks.

8. Holes are not to be drilled in the frame structure.

9. All boat covers must be of marine grade material, are to be kept in good condition. No torn covers.
6.3 TENNIS COURTS

6.3.1 Authorized Users - The tennis courts are primarily for the use of residents. Guests will be permitted to use the tennis courts only when accompanied by or with the permission of residents.

6.3.2 Proper Attire - Players must wear tennis shoes and shirts.

6.3.3 Limit of Play - When both courts are occupied and players are waiting, play is to be limited to one (1) hour.

6.3.4 Restriction - Roller skates, roller blades, skateboards, etc. are not to be used on the tennis courts surfaces.

6.4 POOL

6.4.1 Liability - Everyone who uses the pool area does so at his or her own risk. There is neither a lifeguard nor an attendant on duty. Anyone under 14 years of age must be accompanied by a responsible owner.

6.4.2 Authorized Users - The pool is primarily for the use of residents and their immediate families. Children and grandchildren of residents will be allowed to use the pool at any time with permission of the resident and being accompanied by the owner. The family member(s) must have the unit identification tag in his/her possession and present it when requested. Friends and guests other than family must be accompanied by an owner when using the pool. Overnight houseguests of the resident may use the pool when accompanied by the owner.

When a Bluffs owner has reserved the clubhouse, for a function, the pool is not included in the reservation. The pool is for owners and their immediate family and guests. Party guests are discouraged from using the pool, in order to accommodate Bluffs Owners. Bluffs owners have priority of ALL Bluffs facilities.

Residents are requested to limit the number of guests, as to not interfere with the other residents using the pool. Owners are also requested to self-police the pool area. Anyone without proper identification will be asked to leave.

6.4.3 Hours of Pool Use - Normal pool hours are between 8:00AM and 10:00 PM.
6.4.4 POOL AREA - NO SMOKING – Smoking is **not** permitted inside the fenced area of the pool. This includes in the pool, pool deck, and the area behind the brick wall. **Smoking is limited to the grassy area outside the pool gate.**

1. GLASS CONTAINERS are not allowed in or around the pool fence. Beverages are permitted in non-glass containers. Food is allowed behind the brick wall. **Food Products are **Not Permitted** in the pool area. This is according to the Hamilton County Board of Health. Alcoholic beverages should be used in moderation.
2. All trash should be put in the provided trash can.
3. Pets are not permitted inside the fenced pool area.
4. Wheeled vehicles, roller skates, roller blades, skateboards, etc., are not permitted inside the fenced pool area.
5. Any activities that may be a safety hazard are forbidden. **Rough play is not permitted.** Jumping and splashing is allowed with safety and consideration for others using the pool. Yelling, shrieking, loud music is not permitted.
6. A first aid kit is located in the lower lobby entrance of the Clubhouse off the pool.
7. When leaving the pool area, furniture is to be returned to its proper place. All items brought to the pool, including swim toys, towels, etc. should not be left at the pool. When leaving the pool area please remember to close the pool gate. **Both gates are to be kept closed and locked at all times. Gates should not to be propped open for any reason.**

6.4.5 USE OF THE POOL

1. Anyone infected with a communicable disease is not allowed in the pool.
2. Everyone must shower prior to entering the pool. Showers are located in the lower level of the clubhouse.
3. Untrained babies must wear manufacturer recommended “leak proof pool diapers”. Restrooms are located at the lowers level of the clubhouse.
4. Residents and/or guests are to exhibit their identification tag at all times when using the pool.

6.4.6 USE OF EMERGENCY TELEPHONE

A telephone has been installed in the entry area off the pool. This telephone is for **EMERGENCY USE ONLY.** The telephone will not accept long distance calls.
6.5 CLUBHOUSE - NO SMOKING INSIDE THE CLUBHOUSE

6.5.1 Priority of Use - Association functions have first priority on the use of the Clubhouse. Condominium owners whose monthly maintenance fee are current have next priority. Children of owners with current maintenance fees may use the Clubhouse when it is available. Owners must be present at all time. Renters of the Bluffs Condo's may also have use of the clubhouse. Alcohol should be used in moderation. Owners using the clubhouse are held responsible for their guest's use of alcohol. A Liability Form must be completed when using the clubhouse. Forms can be obtained from the Property Manager. Liability Forms are to be turned into the Property Manager.

6.5.2 Control of Use - Group activities will be permitted only when sponsored by an owner or renter and when the owner or renter attends the activity. A Liability Form must be completed. Minor children of owners may have guests in the Clubhouse with parental consent and provided the owner or renter is present at all times (no exceptions) Commercial ventures must be approved in advance by the Board of Directors.

6.5.3 Use and Hours - The Clubhouse may be reserved any day. Any outside group related function must be approved by the Board of Directors and a $50.00 charge will be required, in addition to the $100.00 clean-up fee. Normal hours for clubhouse use is 8AM to 10PM, unless approved in advance of your event. When using the Clubhouse, it must be cleaned following your party, unless special arrangements have been made and approved with the property manager or Board of Directors.

Please provide your own cleaning supplies and trash bags.

Hours for use of the Clubhouse are 8:00 AM - 10: PM. Extended hours are available, however, arrangements must be made with the Property Manager or Board of Directors, and approved.

6.5.4 Reservations need to be made in advance. The owner or renter wishing to reserve the Clubhouse should contact the property manager to make reservation. Guests are not to exceed 150. Non-Family functions require a $100.00 deposit that is non-refundable.

6.5.5 Pool and Tennis Table - Tables are available in the game room. Equipment is to be used with respect.

6.5.6 Responsibility for Loss or Damages - The Association will not be responsible for loss or damage to personal property. Owners who use the clubhouse and their guests, whether on a reserved or non-reserved basis,
will be responsible for loss or damage to Association property caused by themselves, their families or their guests.

6.5.7 Rules for Use
1. Caution and common sense must be used to prevent fires. Fire extinguishers have been placed in strategic locations. Anyone using the Clubhouse should note their location.

2. Furnishings are to remain inside the Clubhouse.

3. There is to be no grilling on the balcony of the Clubhouse.

4. Wearing wet swimsuits is not permitted inside the Clubhouse.

5. Animals are not permitted in the Clubhouse.

6. Bicycles and other wheeled vehicles are not allowed in the clubhouse.

7. Cleaning instructions are mounted on the wall over the kitchen sink. There may be an extra expense for any additional cleaning or damage to Clubhouse property.

7. MISCELLANEOUS

7.1 Outside Planting Residents who want to plant, trim or remove trees, shrubs, bushes, or flowers in any common or limited common area should obtain permission from the Board of Directors. Plantings should not enclose an area making it difficult to pass through, or block mowers, etc.

7.2 Real Estate Signs
"For Sale" signs are to be placed in condo unit windows only. Open House signs may be placed in common areas during the hours the condominium unit is available for the Open House.

7.3 Garage sale signs are permitted at the time of the garage sale, and are to be removed at the close of the sale. Owners wanting to hold a garage sale need to get approval from the Bluffs Board of Directors. Please contact the Property Manager.

Party direction signs are permitted at the time of the function, and must be removed following the party.

Vendor or business signs on common areas are not permitted.

Advertisement or For Sale signs in or on vehicles are not permitted.
7.4 BIRD FEEDERS
The uses of bird feeders are restricted to “thistle seed” and/or hummingbird feeders. Residents are responsible for maintenance and clean-up of the area around the feeders.

7.5 PETS
Pets are to be walked on a leash. Pets are not allowed to run loose, or be left unattended in entryways or tethered outside. Unit owners are permitted two (2) pets per unit. There is a weight limit of 35lbs per pet.

7.6 CHAIRS, TABLES, GRILLS
Chairs, tables, etc., on grass areas must be removed each evening, and taken inside after each use. Chairs and other outdoor furniture are not to be stored under the walk bridges, or in entry ways. Areas are to be kept clear. Propane gas grills are prohibited for use within the community. Charcoal grills can not be used on any balcony and must be pulled away from the building during use per fire code. Charcoal grills must be completely cooled before storing near the buildings. Electric grills are the approved option for resident use.

7.7 UNOCCUPIED UNITS:
Owners/residents that do not occupy their unit in the winter months should follow maintenance steps to secure your unit before leaving. All small appliances should be unplugged from the wall outlet, (toasters, coffee makers, hair dryers, curling irons, etc.) refrigerators should be emptied of all perishable foods. If possible, turn off the water to your toilets. The thermostat should be set at 60. It is important to have someone check your unit on a regular basis. It is recommended that you notify the property manager when you are leaving for any extended period of time (2 weeks or more). Be sure the clubhouse office has a working key to your unit for emergencies.

7.8 TO ADDRESS A MEETING OF THE BOARD OF DIRECTORS

At monthly board meetings, an Open Forum will be scheduled after regular board business and before the executive session. Association members may address issues during the Open Forum portion of the meeting only. Members are asked to notify the board 1 week ahead of the scheduled meeting time if they plan to attend and any questions or observations they may have. Please forward communications to jfreeman@cas-indiana.com.

The Open Forum will last 15 minutes. During the Open Forum, an attendee may address the board for up to three minutes including responses. Residents will be asked to identify themselves and their unit
number. A director will briefly respond to statements made or questions posed. Speakers must observe rules of decorum. If a speaker is in the middle of a sentence when time is called, he/she may finish their thought before sitting down. The time guidelines ensure that others will have an opportunity to speak. Speakers may not allot their time to others.

8. ASSOCIATION/OWNER’S RESPONSIBILITIES

IT IS THE RESPONSIBILITY OF EACH OWNER TO ENSURE THAT EVERY RENTER, FAMILY MEMBER OR GUEST IS AWARE OF RULES. OWNERS WILL BE HELD RESPONSIBLE FOR THE ACTIONS OF THEIR RENTERS, FAMILY MEMBERS OR GUESTS.


10. Chair Lift Policy – Attachment 1

11. Delinquency Policy – Attachment 2

12. Maintenance Responsibility Checklist – Attachment 3
Pool Hours 8AM – 10 PM

1. Smoking is not permitted inside the fenced area of the pool.
2. Glass containers are not allowed in or around the pool area, including behind the brick wall.
3. Food Products are not permitted in the pool area, there are signs posted. This is according to the Hamilton County Board of Health. Food is permitted behind the brick wall. (food products also include – snacks (chips, crackers, candy).
4. All pool furniture should be returned to its proper place.
5. Pool gates are to be kept closed & locked (Board of Health)
6. Emergency phone, first aid kit, neck brace & spine board are located in the entry area off the pool.
7. Babies must wear manufacturer recommended “leak proof pool diapers”. If there is a diaper leak and feces get into the pool, draining and refilling the pool will be at your expense.
8. Children not able to swim “MUST” wear a swimming device.
9. Pets are not permitted inside the fenced pool area or tied at the fence.
10. Rough play is not permitted.
11. Anyone under the age of 14 years, must have resident owner supervision when using the pool.
12. Anyone under the age of 18 years where the parent is not an owner, must have resident owner supervision. (example...if you are 18 years old, and you bring a friend to the pool that is not 18, you must have a resident owner with you..guests that are not 18 years of age must have a resident owner to supervise.
13. BOARD OF HEALTH UPDATED RULE......"DO NOT CHANGE DIAPERS AT POOLSIDE”(6/2011)

The Liability of the swimming pool will never go away. Your Board wants to keep everyone safe, so “rules” must be set and followed.
The Bluffs Association, Inc.
Noblesville, IN 46062
(317) 875-5600

Common Hallway Chair Lift Policy
Adopted February 2015

This policy has been created by The Bluffs Association Inc. Board of Directors to regulate and clarify the installation, responsibility, and use of chair lifts installed in the common hallways.

- Prior to installation of a chair lift or any of its equipment in a common hallway, the Owner must submit their request in writing to the Board of Directors. The request must include detailed materials to be used and detailed diagrams. The Board of Directors will review the request at their next scheduled monthly Board meeting. If the Board of Directors has not come to a majority decision or any additional information requested from the Owner is not received within 60 days, the request is automatically considered denied.

- If approved by the Board, the Owner may install the chair lift according to the exact specifications submitted in the request. Any changes in specifications must be resubmitted and reapproved by the Board.

- At the time that the deeded Owner is no longer a resident of their unit or is deceased, the Owner, or a relative, is required to remove all components of the chair lift from the common hall and return the area to its original condition. If the Owner is unwilling or unable to remove it and return the hallway to its original condition, the Bluffs Association will do so and charge the cost back to the Owner.

- Chair lifts can NOT be gifted from one unit Owner to another without the express written consent of the Board of Directors. Allowing a chair lift to be gifted rather than removed is at the Board’s sole discretion. If a chair lift is gifted to a new owner, with permission from the Board, the new owner becomes solely responsible for all maintenance costs and removal costs.

- As the chair lifts are on Association common property, the Association, its Board of Directors, or its Managing Agent has the right to remove a chair lift, at its discretion, if it is not being properly maintained. The cost will be charged back to the unit Owner on record at time of installation.

This Common Hallway Chair Lift Policy may be revised, changed, or altered from time to time at the sole discretion of the Board of Directors. A copy of this policy shall be mailed to every owner in the Bluffs Association, Inc. on record, upon adoption by the Board of Directors.
Common Hallway Chair Lift Responsible Owners as of February 2015

- Don & Eldeyne Richardson – 105 Knoll Ct. #B
- Carolyn Schneider – 106 Knoll Ct. #E
- Edward & Rosemary York – 107 Knoll Ct. #E
- Jeralyn Harrison – 109 Knoll Ct. #F
- Britt & Barbara Winebar – 201 Bluffs Circle #A
- Debra & Dan Madden – 201 Bluffs Circle #E
1st Day of Each Month  
Association monthly assessments are due and payable

11th Day of the Month  
**OVERDUE NOTICE** is sent to homeowner requiring payment in full by the end of the current month.

31 Days Past Due  
**FINAL NOTICE** is sent to homeowner requiring payment in full. A $50.00 late fee is added to the account at this time.

61 Days Past Due  
**ATTORNEY ACTION:** Delinquent account turned over to the Association’s attorney to begin pursuing collection at the owner’s expense (see note below). At this point, communication is between the Homeowner and the attorney other than periodic reports provided to the Board by the attorney. A $95.00 management company collection cost administrative fee* will be added to the homeowner’s account.

**NOTE:** Legal action may result in the Association filing suit to seek a judgment, attachment of assets, garnishment of wages, a lien upon the property and foreclosure. If the Association has to send a homeowner’s account to the Attorney for collection; all of the Association fees remaining for the fiscal year will be accelerated (as applicable), as provided for in your documents. The owner will be responsible to pay all Association fees, late fees, court costs, attorney fees and the management company collection cost administrative fee*.

*This fee is for the management company’s additional time and expense related to dealing with the delinquent account and the Association’s attorney.

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front porch or stoop, the lawn space between the front of each dwelling unit and the curb, the porch, patio, deck or balcony attached to the dwelling, one parking space per dwelling (in Phase I) and such other Common Areas as may be designated Limited Common Areas and assigned to the use of one or more Homeowners. The Limited Common Areas and Facilities, here made appurtenant to the respective dwellings, shall not be altered, diminished, or enlarged by any custom or practice of the Owners and their neighbors. Limited Common Areas and Facilities shall not be construed or interpreted to be separate and apart from Common Areas and Facilities, but shall only be limited with respect to the reserved use thereof to one or more Homes.

Section 1.8. Encroachments. If any portion of the Common Areas shall encroach upon a Home, or any Home shall encroach upon another Home, then a valid easement shall exist, as hereinafter set forth. If any Home is partially or totally destroyed, and then rebuilt, the Owners of the Home agree that any unintended encroachment upon the Common Areas due to the construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist. If a Home shall encroach upon any Common Area or upon any other Home by reason of the original construction, or by the non-purposeful or non-negligent act of the Owner, then an easement appurtenant to such encroachment shall exist. If any Common Areas shall encroach upon any Home by reason of original construction or by the non-purposeful or non-negligent act of the Association or of the original developer, then an easement appurtenant to such Common Areas for such encroachment shall exist so long as such encroachment shall exist. If there should be conflicting easements hereunder, the easement of the Homeowner shall be superior.

Section 1.9. Supplemental Plot Plans. The Association shall have the right, at any time and from time to time, to cause to be prepared and titled of record, supplements to the Plot Plan of the Condominium in order to show the location of driveways, parking areas, other land improvements, underground pipes, conduits or lines, utility lines, mains and easements, and the location of any other improvements located in the Condominium, for the purpose of establishing of record their location and the fact of their existence. Supplemental Plot Plans will not be used to change the location of any Homes.

ARTICLE II
ASSOCIATION

Section 2.1. Homeowner’s Association. The operation and management of the Condominium shall be by
The Bluffs Association, Inc., a corporation organized as a not-for-profit corporation under the laws of the State of
Indiana which shall fulfill its duties and functions pursuant to the following provisions of this Article II.

Section 2.2. Membership in Association. The owner of each Home shall, automatically upon becoming the
owner of the Home, be a member of the Association, and shall remain a member of the Association until such time
as their ownership ceases for any reason. Membership in the Association shall thus be an appurtenance to each
Home in the Condominium and shall pass with the conveyance of the Home to each successive Homeowner. Each
Homeowner by the acceptance of a deed or other instrument evidencing his ownership interest, shall accept
membership in the Association, and shall be subject to the power and authority of the Association.

Section 2.3. Voting Percentage. The owners of each Home, collectively, shall be a member and be entitled
to a percentage vote in the Association’s affairs equal to that Home’s percentage interest in the Common Areas
from time to time. Whenever hereunder the owners are to vote on any matter, such vote shall be by their
percentage interest and wherever hereunder a specified percentage of the owners is required, such percentage
shall mean votes cast adding up to that percentage, or owners having such an aggregate percentage interest. The
By-Laws may provide a procedure for holding such vote.

Section 2.4. Board of Directors. The Members shall elect a Board of Directors of the Association annually
as prescribed by the By-Laws. The Board of Directors shall manage the affairs of the Association. The By-Laws
may allow for staggered terms.

Section 2.5. Compliance with Documents and Rules and Regulations. The Association shall have the
power to promulgate rules and regulations governing the use of the Condominium property including all Common
Areas and including the imposition of reasonable rules and regulations for the use of the Home by Homeowners for
the common benefit of all Homeowners. Each Homeowner, tenant or occupant of a Home, and their guests and
invitees, shall comply with the provisions of this Declaration, the By-Laws, and the rules and regulations and the
decisions of the Association or its representatives, as lawfully amended from time to time, and the failure to comply
with any such provisions, decisions or regulations, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

Section 2.6. Easement of Association. The Association shall have an easement for access to all Homes in the Condominium for ingress and egress as required by its officers, directors, employees and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration.

Section 2.7. Delegation of Authority. Nothing in this Declaration shall limit the discretion of the Board of Directors of the Association to delegate authority to any officer, manager or a management agent, except the power to decide disputes between or among owners of Homes located on the property.

Section 2.8. Professional Management. The Association may contract with a reputable management service for the provision of accounting, bookkeeping and managerial services to include the preparation of notices for and collection of all assessments and the preparation of notices for all meetings or of any other kind required by this Declaration, and the performance of such other services as the Board of Directors may designate. The expenses for such managerial services shall be Common Expenses. Nothing hereunder shall be deemed to require or prohibit the employment of a resident agent for the project, however.

ARTICLE III
USE RESTRICTIONS

Section 3.1. Residential Purposes. All Homes contemplated in the Condominium shall be, and the same hereby are, restricted exclusively to residential use. All Homes shall be of new construction. They may be connected or they may be separated from other Homes. No structures of a temporary character, trailer, basement, tent, shack, carport, garage, barn or other outbuilding shall be used as a residence on any portion of the property at any time either temporarily or permanently. Nothing shall be done or permitted in any Home which would structurally change any Building, unless first approved in writing by the Board of Directors.

Section 3.2. Outside Planting. No Owner shall plant any trees, landscaping or do any gardening in any Common Areas or areas other than within a patio except with express permission from the Board.

Section 3.3. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any part of the property, except that dogs, cats or other household pets may be kept by the respective owners in their respective Homes provided that they are not kept, bred or maintained for any commercial purposes and do not endanger the health or, in the sole discretion of the Association's Board of Directors, unreasonably disturb the owner of any Home or any resident thereof. The Association may make reasonable rules and regulations regarding the number of domestic pets.

Section 3.4. Signs and Business Activities. No advertising signs, (other than professional type "for sale" signs), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the property, nor shall the property be used in any way or for any purpose which may endanger the health or unreasonably disturb the owner of any Home or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of the property; except "virtual offices" where the resident may conduct computer type work at home or perform as a telecommuter. This business activity may not include customer and/or business associates physically conducting business within the Home, or business client parking. Further, the business may not advertise the Home address as a Business address. No business may be conducted which requires or allows the shipment of material to or from any Home.

Section 3.5. Clotheslines, Garbage Cans, Etc. All clotheslines, equipment, garbage cans, service yards, woodpiles and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring residences and streets. All rubbish, trash and garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All outside clotheslines are prohibited.

Section 3.6. Patios and Other Common Areas. Except in the individual patio adjacent to a Home, no planting or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon the property except as are installed in accordance with the initial construction of the buildings located thereon or as approved by the Association's Board of Directors or their designated representatives. The height and types of planting permitted in a patio or balcony may be regulated by the Association. It is expressly acknowledged and
agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners in the Condominium and is necessary for the protection of said Owners.

Section 3.7. Exterior Antennae. Without prior written approval and authorization of the Board of Directors no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 3.8. Leasing of Residences. Entire residences may be rented provided the occupancy is not for less than twelve (12) months and such occupancy is only by the lessee and his immediate family, or as may be approved or otherwise provided for by the Association's Board of Directors. No room may be rented and no transient tenants accommodated.

Section 3.9. Use. Any Homeowner may, in accordance with the By-Laws, authorize the following persons to enjoy his right to use the common areas and facilities: members of his family, his tenants, or contract purchasers who reside on the property.

Section 3.10. Rights of Homeowners. Every Homeowner shall have the right and easement of enjoyment in and to the Common Areas, other than Limited Common Areas which are not assigned to his Home, and shall pass with the title to every Home, subject to the following provisions:

(a) The right of the Association to charge reasonable admission, maintenance, and other fees for the use of any facilities situated upon the Common Areas, and to make other charges as herein provided.

(b) The right of the Association to suspend the voting rights and right to use Common Areas and facilities by any Homeowner for any period in which any assessment against his Home remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules or regulations.

(c) The right of the Association to dedicate, transfer or grant easements over or through all or any part of the Common Areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members.

(d) The right of the Association to restrict portions of the Common Areas for parking, or for other uses that may be equitable among the members.

(e) The right of the Association to adopt reasonable rules and regulations governing the use of the Common Areas, or which otherwise are deemed by it to be for the common good of all Homeowners.

Section 3.11. Noise and Nuisance. No noxious or offensive activity shall be carried on in any Home, nor shall anything be done or be permitted to remain in any Home which may be or become a nuisance or annoyance to the other co-owners. Residents of The Bluffs shall exercise extreme care not to disturb other residents with excessive noise or the use of radios, musical instruments, telephone, amplifiers and speakers.

ARTICLE IV
COMMON EXPENSE

Section 4.1. Common Expenses. Common Expenses shall include all expenses of administration, expense of insurance, maintenance, operation, repair and betterment of the Common Areas; rent, maintenance and other costs relating to recreational facilities; and any other costs or expenses declared to be Common Expenses under this Declaration, the Articles of Incorporation and the By-Laws; and any other valid charge against the Condominium property as a whole or which is duly adopted by and voted on by the Association. Common Expenses shall include any special assessments voted by the members of the Association, which may include capital expenses and any unusual or non-recurring items.

Section 4.2. Sharing of Common Expenses. Each of the separate Homeowners shall share in any common profits and be liable for a share of the Common Expenses in proportion to their percentage interest in the Common Areas. The Board of Directors of the Association may vote to round off the monthly payment of Common
Expenses assessed against each Home to the nearest even multiple of One Dollar ($1.00) or of Fifty Cents ($0.50), or it may vote to round off such monthly assessment to the next higher even multiple of Fifty Cents ($0.50).

Section 4.3. No Exemptions. No owner of a Home may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use and enjoyment of any of the Common Areas or by the abandonment of his Home.

Section 4.4. Budget. A budget of all anticipated Common Expenses, including a 5-Year Perpetual Capital Expenditures Plan and/or reserves, if any, shall be prepared for each fiscal year of the Association. Such budget and Plan shall be prepared and distributed in advance of the annual meeting so that it can be reviewed by the Homeowners in advance of the beginning of the fiscal year.

Section 4.5. Annual and Special Assessments. Common Expenses shall be assessed to the Homeowners, either as an Annual Assessment, or as a Special Assessment, proportionately in accordance with their respective percentage interest in the Common Areas, as set forth below:

(a) An Annual Assessment shall be made for each fiscal year of the Association for all normal and usual operating expenses of the Condominium, including reserves, and rental payments due on the recreation area. It shall be paid in twelve (12) equal monthly installments and shall be due and payable on the first day of each calendar month. The amount of the Aggregate Annual Assessments shall be equal to the total amount of expense provided for in the annual budget, including reserve items.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including for capital expenditures, and for any unanticipated items. Special Assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessment.

(c) An extra Annual Assessment may be made against any Homes having the use of Limited Common Areas which are not then generally available to all Homeowners equally as a charge for the maintenance and upkeep of such Limited Common Areas, or for any other charges or expenses attributable to such Limited Common Areas. Such assessment may be imposed as a condition to the use or improvement of such areas.

(d) The annual and special assessments, together with interest, costs and reasonable attorneys fees, shall be a continuing lien on the property upon which each such assessment is made as each installment thereof becomes payable. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of the Home at the time the assessment was payable.

Section 4.6. Non-Use for Home Maintenance. Except as otherwise provided herein and in the By-Laws, each Homeowner shall be responsible for the maintenance, repair, decoration and replacement within his own Home, and none of the assessments levied by the Association shall be used for that purpose. The Association may perform reasonable repair work on a Home, if a Homeowner shall fail to maintain his Home, and charge the cost thereof to the Owner, which cost shall be secured by the lien of the Association on such Home.

Section 4.7. Procedure for Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any year special assessments for the purpose of defraying, in whole or in part, the cost of any construction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property relating thereto, and any other Common Expenses of an unusual, extraordinary, or unanticipated nature, providing that any such assessment shall have the assent of 67% of the votes of the members of the Association who are voting in person or by proxy at a meeting called for this purpose. However, Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Homeowners.

Section 4.8. Notice of Meetings for Assessments. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.5(b) and 4.8 above shall be sent to all members not less than fourteen (14) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting there being present members or proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, other meetings may be called subject to the same notice requirement, and the required
Section 4.9. Commencement of Assessments. Annual assessments provided for herein shall be made for each fiscal year of the Association, and the first monthly payment of each annual assessment shall be due on the first day of the first month of each fiscal year. The Board of Directors shall, if possible, fix the annual assessment against each Home at least seven (7) days before the beginning of the fiscal year for which assessed. Written notice of the amount of such annual assessment shall be sent to all Homeowners subject thereto. The Association shall, upon due request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a designated Home have been paid, and if not, the amount of the unpaid and delinquent assessment. If there are any special assessments, such certificates shall include the same information with respect to the special assessment.

Section 4.10. Delinquent Assessment. Any assessment not paid within thirty (30) days after the date due shall bear interest from the date when due, at the rate of eight percent (8%) per annum, or such other interest rate as the Board of Directors of the Association may set. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property.

Section 4.11. Lien of Assessments. All sums assessed by the Association, but unpaid, together with attorneys fees and the costs of collection thereof, shall constitute a lien on such Home prior to all other liens, except only:

(a) Tax liens on the Home in favor of any assessing unit or special district; and

(b) All sums unpaid on the first mortgage of record.

The sale or transfer of any Home by foreclosure or by deed in lieu of foreclosure, shall not affect the assessment lien. The lien for sums assessed may be foreclosed by a suit by the manager or Board of Directors acting on behalf of the owners of the Homes in like manner as a mortgagee of the property. In any such foreclosure the Homeowner shall be required to pay a reasonable rental for the family unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect same. The Manager or Board of Directors acting on behalf of the Owners or the Association shall have power to bid in the unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Any sale or transfer of a Home pursuant to a mortgage foreclosure, or any deed in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve the Home from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.12. Liability of Grantee. In a voluntary conveyance of a Home other than a deed in lieu of foreclosure, the grantee of the Home shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association if he shall so request, and once having been furnished with such a statement, such person shall not be liable for, nor shall the Home conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

ARTICLE V
DECLARANT'S RIGHTS

Section 5.1. In the Original Declaration the Declarant's rights were set forth. Because the property has now been completely developed there is no reason to include any of the original rights of the Declarant.

ARTICLE VI
RIGHTS AND LIABILITIES OF HOMEOWNERS

Section 6.1. Separate Mortgages of Units. Each owner of a Home shall have the right to mortgage or
encumber his own Home together with his respective ownership interest in the Common Areas. No owner of a Home shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof except his own Home and its percentage interest in the Common Areas as aforesaid.

Section 6.2. Separate Real Estate Taxes. Real Estate taxes are to be separately taxed to the owner of each Home, including his share of ownership in the Common Areas, as provided in the Act. If for any year such taxes are not separately taxed to the owners of the Homes, but are taxed on the property as a whole, then each Homeowner shall pay his proportionate share thereof in accordance with his respective percentage interest in the Common Areas.

Section 6.3. Maintenance by Homeowners. The owner of each Home shall furnish and be responsible for, at his/her own expense, all the maintenance, repairs and replacements within his/her Home, including the heating and air conditioning system and any partitions and interior walls. Maintenance, repairs and replacements of the refrigerators, ranges, and other kitchen appliances and lighting fixtures shall be at the expense of each Homeowner. If due to negligent act or omission of a Homeowner or of a member of his/her family or household pet or of a guest or other occupant or visitor of such owner, damage shall be caused to the Common Areas or to a Home owned by others, or if maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Homeowner 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 or the Home shall be subject to the rules and regulations of the Association. To the extent that equipment, facilities and fixtures within any Home shall be connected to similar equipment, facilities or fixtures affecting or serving other homes or any Common Areas, then the use thereof by the owner of such Home shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association, shall be entitled to reasonable access to any Home as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any other part thereof, or any equipment, facilities or fixtures affecting or serving other Homes or any Common Areas.

The owner of each Home shall be responsible for his/her maintenance, repair and replacement of all windows and window frames in his Home, the doors leading into the Home and all glass and screened surfaces of the Home. If any Homeowner shall fail to perform any maintenance which is his/her obligation or keep his/her Home and Restricted Common Areas in good order and repair, the Association shall have the right to perform such maintenance and/or otherwise to put such Home and areas in good order and repair and to charge the Homeowner all costs thereof. Any such charge shall be a lien on such Home to the same extent as delinquent installments of an assessment.

Section 6.4. Decorating. The Owner of each Home shall furnish and be responsible for, at his/her own expense, all of the decorating within his/her home from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The owner of each Home shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, doors and ceilings, and such owner shall maintain such interior surfaces in good condition at his sole expense. Decorating of Common Areas (other than the interior surfaces within a Home as provided above), and any redecorating of a home to the extent made necessary by any damage or replacement work on the Common Areas by the Association, shall be furnished by the Association as a part of the Common Expenses. The Association may also repair, and maintain Limited Common Areas, even though the same are assigned to individual Homes.

ARTICLE VII
MAINTENANCE, CONTROL AND INSURANCE

Section 7.1. Maintenance of Common Areas. The Association shall be responsible for the maintenance, repair and replacement of all the Common Areas of the Condominium, except as may be otherwise herein provided. The Association shall also be responsible for such maintenance, repairs, and replacements as may be required for the bringing of utility services to the Homes. All maintenance, repairs and replacements required of the Association shall be a Common Expense. However, the Association may provide that all or certain of the Limited Common Areas shall be maintained by the Homeowners rather than the Association.
In Phase I, each respective individual unit owner shall be responsible for the maintenance and repair of patios and balconies, and the inside garages and garage doors. In Phase II, the respective individual unit owners shall be responsible for maintenance and repair of the patios and balconies, steps to the patios and balconies, front porches, and steps to front porches or stoops.

The Association will paint, on its regular maintenance schedule, the outside of Phase I garages, garage doors, and the railings of Phase I balconies, and the garage doors of Phase II.

In any event, the Association shall maintain all unfenced lawn areas.

Section 7.2. Maintenance Obligations of Association With Respect to Homes. The Association shall maintain, restore and replace the following portions of a Home, whether the same or in any other manner:

(a) The Association shall repair and restore any damage it may have done resulting from its access and any activities within any portion of a Home by the Association or its agents and employees. The cost of all such repairs by the Association shall be charged as a Common Expense and prorated among all the Owners, except to the extent that such repair work is caused by or necessitated by the negligence of a Homeowner or a member of his family, or his guests or invitees, in which case the Homeowner shall be obligated to reimburse the Association for the cost of such repairs as provided in Section 6.3 of this Declaration.

(b) The Association may permit its employees to do minor repairs and service work in and to a Home provided the same services are generally available to all Homeowners. However, it may make reasonable charges for such services and/or it may wholly prohibit or otherwise restrict rendering such services.

Section 7.3. Architectural Control. No building, fence, wall or other structure, shall be commenced, erected, or maintained upon the property nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee appointed by the Board. The Association may impose reasonable restrictions on the manner of performance of such work, time limits for its completion, and other restrictions, either as a condition of its approval, or otherwise. The Association may also require any such work to be done by a bonded contractor. If the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Common Areas will remain undivided; no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Condominium. Also the Association shall have an easement to all Common Areas including Common Areas located within any walls of any structures or Homes located on the property subject to this Declaration, and the Association shall have no liability whatsoever for entering any portion of such easement areas, including cutting through the walls of any unit or similar damage to a Home provided, however, that the Association shall repair any damages committed by it to a Home, in a reasonable manner, and at its own expense. Any change in the appearance or the color or any part of the exterior of a Home shall be deemed a change thereto and shall require the approval therefor as above provided.

Section 7.4. Insurance. The Association, acting through its Board of Directors, shall from time to time obtain fire and extended coverage insurance insuring the real property in the Condominium in an amount equal to the then maximum insurable value thereof. The Association shall review the amounts of such insurance not less often than annually, and shall purchase such additional insurance as is necessary to provide adequate insurance indemnity. Such insurance coverage shall be for the benefit of the Association, each Owner, and if applicable, the Owner's Mortgagor. The proceeds shall be payable to the Association or the Board of Directors, who shall hold such proceeds as trustee for the individual Owners and Mortgagors. The interest of each Owner and his Mortgagoee in such proceeds shall be as provided in the By-Laws. The Association shall also obtain comprehensive public liability insurance for the Common Areas in such limits as the Board of Directors shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if deemed necessary or appropriate by the Board of Directors. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors, and any manager or company acting on behalf of the Association. All such insurance policies shall include a provision that Owners or Lessees of Homes, even though members of the Association, shall in
appropriate circumstances be able to recover damages as claimants under such insurance. The premiums for all such insurance shall be paid by the Association as part of the Common Expenses. The Board may purchase insurance with a reasonable deductible, which deductible amount shall be the obligation of the individual owner. Each Owner shall have the right to purchase any additional insurance he may deem necessary, and each Owner shall be solely responsible for insurance on the contents of his own Home, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and fixtures and betterments stored elsewhere on the Condominium, as well as insurance coverage for additional living expense as may be occasioned by the rebuilding of any Home as may be required under Section 10.4. It shall be the individual responsibility of each Owner, at his own expense, to provide as he sees fit, homeowner's liability insurance, theft and other insurance covering personal property damage and loss.

ARTICLE VIII

Section 8.1. Disputes. Matters of dispute or disagreements between owners or with respect to interpretation of the application of the provisions of this Declaration or By-Laws or any rules or regulations promulgated by the Board of Directors of the Association, shall be determined by the Board of Directors of the Association, which determination shall be final and binding upon all Homeowners. If the Association shall deem it to be advisable, it shall have the power to employ experts to advise it in the settling of disputes and to charge the cost thereof as a Common Expense.

ARTICLE IX

ANNEXATION

Section 9.1. The Original Declaration provided for annexation rights by the Declarant. Those rights were in fact exercised, and there is no reason to restate those rights in this Amendment. For further information on the annexation, refer to the First Amendment as described on page 1.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any proceeding arising because of failure of a Homeowner to make any payments required or to comply with any provisions of the Articles, this Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys fees incurred in connection with default or failure. The Association shall have the exclusive right to arbitrate any claims between Homeowners where one Homeowner alleges that one or more other Homeowners are violating the terms of this Declaration, the By-Laws, or any rules or regulations adopted by the Association. The Association may determine the procedure for holding such arbitration proceedings.

Section 10.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall remain in full force and effect. Any provision of this Declaration that is determined to be in violation or contrary to any law shall thereafter be interpreted so as to comply with the law in the manner that will be closest to the provisions of this Declaration so held invalid. Thus, if more than 67% of the Homeowners are required to vote or agree with respect to anything required hereunder to have a vote of 67% of the Homeowners, the lowest percentage number of the Homeowners that comply with the legal requirements shall thereafter apply.

Section 10.3. Amendment. Amendments to this Declaration shall be proposed and adopted in the following manner:

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

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of the Association or by at least a majority of the Homeowners.
(c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.

(d) **Adoptions.** Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) of the Homeowners entitled to vote, either in person or by proxy. In the event any Home is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as a Homeowner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.

(e) **Special Amendments.** This Declaration shall not be revoked, or terminated, nor shall any amendment to this Declaration be adopted which changes the provisions of Section 10.4 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Homeowners and Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws.

(f) **Recording.** Each amendment to the Declaration and each Supplemental 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 recorded.

Section 10.4. **Casualty and Restoration.** In the event of damage or destruction of the Condominium by fire or other casualty, the following provisions shall be applicable:

(a) **Partial Destruction.** In the event that less than two-thirds (2/3) of the Homes are destroyed by the occurrence of fire or other casualty, then the Association shall cause the Condominium to be repaired and restored promptly. The proceeds of the insurance carried by the Association shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction, or in the event there are no proceeds, the excess cost of restoring the damage shall be paid by the Homeowners as set forth in the By-Laws. For purposes of the Act, this Section 10.4, and the By-Laws, no Home located in a building other than that in which the fire or other casualty occurs shall be deemed to be directly affected by the damage. If any Owner, or Owners, refuses or fails to make the required payments, the other Owners shall (or the Association, if such other Owners fail) complete the restoration and pay the cost thereof, and the costs attributable to the Owner or Owners who refuse or fail to make such payments at the time required by the Board of Directors shall become a lien on such defaulting Owner’s Home and may be foreclosed in the same manner as provided for the lien for Common Expenses.

(b) **Restoration in the Event of Two-Thirds Destruction.** In the event that the whole or more than two-thirds (2/3) of the Homes are destroyed by fire or other casualty, then restoration of the Homes must be approved by a unanimous vote of the Homeowners. If such a vote is not forthcoming, the insurance indemnity shall be delivered to the owners entitled to it in accordance with the By-Laws. If within 120 days from the date of damage or destruction the restoration of the Homes has not been approved by the Association, the property shall be deemed owned in common by all of the Owners and the provisions of the Act shall apply.

(c) **Restoration Defined.** Restoration, for purposes of sub-paragraphs (a) and (b) above, shall mean construction or rebuilding of the Homes to substantially the same condition as they existed immediately prior to the destruction and with the same type of architecture.

Section 10.5. **Recreation Facilities.** It is understood that the Recreation Facilities of the Condominium, including the clubhouse, are designed to accommodate not less than 300 family units. The Association, with 67% vote of ownership shall have the right to permit families other than the Homeowners, to use such facilities, subject to the following limitations:

(a) The aggregate number of families, who shall be authorized to use such facilities in any year, including Homeowners, shall not exceed 300.

(b) Each family permitted to use such facilities, who is not a Homeowner, shall be charged a fair pro rata share of the cost of owning, maintaining and operating such facilities. The Association may determine
the method of designating persons authorized to use such facilities and of collecting other charges for their use of such facilities.

(c) No family who is not a Homeowner shall be given the right to use the Recreational Facilities of the Condominium for longer than one year at a time.

(d) The Association may establish reasonable rules and regulations governing the transfer of the right to use the Recreational Facilities and for identifying the persons having such right.

Section 10.6. Cost and Attorneys’ Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provisions of the Declaration, the Act, the By-Laws, or rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys’ fees incurred in connection with such default or failure. Such costs and attorneys, fees shall be secured by the Association’s lien on such Home.

Section 10.7. Rights of Mortgagees. If any mortgagee of a Home shall so request, it shall be given notice at least thirty (30) days prior to the effective date of any changes in the Condominium documents, and also of any change in the management agent or manager of the Condominium.

(a) Unless all holders of first mortgage liens on individual Homes of which the Association has been given notice, have given their prior written approval if they so request, the Association shall not:

1. Fail to utilize as defined in Section 2.8 management for the Condominium.

2. Change the pro rata interest of any Home for purposes of assessment, or change the percentage interest of any Home.

3. Petition or sub-divide any unit of the Common Areas of the Condominium; or

4. Seek to abandon the Condominium status of the project except as provided by statute in case of loss to the Homes and/or Common Areas.

(b) Each Mortgagee who shall so request shall be entitled to written notice from the Association of any default by a Mortgagor’s obligations under the Condominium documents and which is not cured within sixty (60) days.

(c) The Association shall honor any powers of attorney given by any Homeowner to its Mortgagee pursuant to its mortgage documents.

Section 10.8. Definition of Terms. The following terms as used in this Declaration shall have the meanings set forth as follows:

“Declaration” shall mean this Second Amendment to the Declaration and any Supplemental Declarations pertaining to this Condominium, unless it is clear reference is to the Original Declaration.

“Declarant” shall mean THE BLUFFS COMPANY, its successors and assigns.

“Condominium” shall mean and include all the units and all Common Areas in the project, including any and all property annexed hereto. Such term and the term "Horizontal Property Regime" shall have the same meaning and such terms may be used interchangeably

“Home” shall have the meaning set forth in Section 1.2. Sometimes the term “unit” may be used herein to refer to a Home.

“Homeowner” shall mean the owner or collective owner, whichever the case may be, of a Home.

“Limited Common Area” shall mean any part of the Common areas which is restricted to the use of one Home or to a designated group of Homes to the exclusion of other Homes.
“Board of Directors” or “Board” as used herein shall refer to the Board of Directors of the Association.

“Fiscal Year” shall mean the twelve (12) month period beginning May 1st and ending on the following April 30th.

“Owner” is used herein interchangeably with Homeowner and shall have the same meaning.

As used herein, the singular of any term shall mean and apply to the plural and the plural to the singular.

Also, the use of any gender shall mean and apply to any other gender where applicable.

The undersigned certify that this Second Amendment to the Declaration was duly noticed, voted upon, and passed in accordance with the Original Declaration, the First Amendment, the Articles of Incorporation, and the By-Laws.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to the Declaration this 23 day of April, 2000.

THE BLUFFS ASSOCIATION, INC.

By: ____________________________
    President

By: ____________________________
    Secretary

STATE OF INDIANA

COUNTY OF HAMILTON

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

President, and

Secretary, who acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal, this 23 day of April, 2000.

My Commission Expires: 7/26/2003

Resident of Hamilton County, Indiana

This Instrument Was Prepared By: Jack G. Hittle, Attorney, Church, Church, Hittle & Antrim, 938 Conner Street, Noblesville, IN 46061, (317) 773-2190.
AMENDMENTS TO SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR THE BLUFFS AND AMENDMENTS TO THE CODE OF BY-LAWS OF THE BLUFFS CONDOMINIUM AND THE BLUFFS ASSOCIATION, INC. AS AN EXHIBIT F TO THE ORIGINAL DECLARATION FOR THE BLUFFS

These Amendments to the Second Amendment to the Declaration of Restrictions for The Bluffs and Amendments to the Code of By-Laws of The Bluffs Condominium and The Bluffs Association, Inc., attached as Exhibit F to the Original Declaration for The Bluffs were executed as of the date set forth below.

WITNESSETH:

WHEREAS, The Bluffs condominium located in Hamilton County was established by a certain "Enabling Declaration Establishing a Plan for Condominium Ownership" that was recorded on January 29, 1974, in Miscellaneous Record 141, pages 189-262, in the Office of the Recorder of Hamilton County, Indiana (hereafter, "Original Declaration"); and

WHEREAS, upon approval by the Owners, the Original Declaration was amended and superceded, except for the Exhibits, by the "Second Amendment to the Declaration of Restrictions for The Bluffs" that was recorded on May 4, 2001, as Instrument Number 2001-25214, in the Office of the Recorder of Hamilton County, Indiana (hereafter, "Second Amendment"); and

WHEREAS, upon approval by the Owners, the Second Amendment to the Declaration of Restrictions for The Bluffs was amended by the "Amendments to the Second Amendment to the Declaration of Restrictions for The Bluffs" that was recorded on May 7, 2007, as Instrument Number 2007-24877, in the Office of the Recorder of Hamilton County, Indiana (hereafter, "Amendments to Second Amendment"); and
WHEREAS, Plans filed with the Office of the Recorder of Hamilton County, Indiana established the layout, location, identification, numbers and dimensions of all of the Homes and Limited Common Areas in The Bluffs condominium for both Phase I and Phase II; and

WHEREAS, the Board of Directors of The Bluffs Association, Inc. ("Association") recommended that the amendments to the Second Amendment and to the By-Laws of The Bluffs Association, Inc. (hereafter, "By-Laws"), which are Exhibit F to the Original Declaration, as set forth below be approved by the members of the Association; and

WHEREAS, after notice was duly given, a Special Meeting of the members of the Association was held on October 27, 2009, for the stated purpose of considering and voting upon these amendments to the Second Amendment and By-Laws; and

WHEREAS, at said meeting, at least sixty-seven percent (67%) of the total number of eligible Owners of Homes in The Bluffs, in person or by proxy, voted in favor of amending the Second Amendment and the By-Laws pursuant to the terms below; and

NOW, THEREFORE, the Second Amendment and the By-Laws which are applicable to all Owners and residents within The Bluffs are hereby amended as follows:

1. In the first sentence of Section 4.5 (a) of Article IV of the Second Amendment, the word "fiscal" is hereby changed to the word "calendar".

2. In Section 10.8 of Article X of the Second Amendment, delete in its entirety the definition of the term "Fiscal Year".

3. Section 2.02 of Article II of the By-Laws is amended to read in its entirety as follows:

Section 2.02 Annual Meetings - The annual meeting of the members of the Association shall be held on the first Thursday of December in each calendar year. At the annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

4. The introductory Paragraph only of Section 3.07 of Article III of the By-Laws shall be amended to read in its entirety as follows:

Section 3.07. Limitation of Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure as defined - less than $3,000 without obtaining the prior approval of the Owners; $3,001-$5,000 with advance notification of the expenditure to Owners; and greater than $5,000 with the prior approval of the Owners at a meeting thereof, except in the following cases:
The remaining provisions of Section 3.07 shall remain unchanged and in full force and effect.

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Home shall constitute a ratification of these Amendments, together with the Second Amendment, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Home or The Bluffs condominium as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

6. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendments of the Second Amendment Declaration and the Amendments of the By-Laws have been fulfilled and satisfied.

Executed this 25th day of November, 2009.

The Bluffs Association, Inc.

By: [Signature]

Jane Cade, President

Attest:

[Signature]

Robert E. Green, Secretary

STATE OF INDIANA  
COUNTY OF HAMILTON  

Before me, a notary public, in and for said County and State, personally appeared Jane Cade and Robert E. Green, the President and Secretary, respectively, of The Bluffs Association, Inc., an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true. Witness my hand and notarial seal this 25th day of November, 2009.

My Commission Expires: 5/26/15

Residence County: HAMILTON

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.
AMENDMENTS TO THE SECOND AMENDMENT
TO THE DECLARATION OF RESTRICTIONS FOR THE BLUFFS

At the recommendation of the Board of Directors for The Bluffs Association, Inc. the owners approved the following amendments to the Second Amendment to the Declaration of Restrictions at a meeting held on February 8, 2007:

There is a new Article XI, including Sections 11.1 through 11.6, added to the Second Amendment to the Declaration of Restrictions for The Bluffs to read as follows:

ARTICLE XI
ENLARGED LIMITED COMMON AREAS

Section 11.1. Prior Enlargements of Limited Common Areas. When Phase I and Phase II of The Bluffs were established upon the recording of the Original Declaration and the First Amendment to the Declaration, certain building plans and layouts were filed simultaneously with the Hamilton County Recorder depicting the Limited Common Areas that were intended to be appurtenant and applicable to each Home. In some cases, those plans did not depict accurately the Limited Common Areas as they were actually built prior to the conveyance of a Home to the initial purchaser/Owner. Also, many Owners, prior to the time of this Amendment but with the approval of the Board of Directors, enlarged their Limited Common Areas including patios, decks, and/or balconies, such that they extended into the Common Area. Attached to this Amendment are exhibits prepared by a registered architect or licensed professional engineer depicting the prior enlargements to the Limited Common Areas, as well as the as built Limited Common Areas that were larger than those shown on the original Plans. Such exhibits shall amend the Plans that were attached to the Original Declaration and the First Amendment to the Declaration.

Section 11.2. Subsequent Enlargements of Limited Common Areas. After the approval of this Amendment and the filing hereof with the Hamilton County Recorder, an Owner may enlarge the Limited Common Areas applicable to such Owner’s Home, such as a patio, deck or balcony, that would extend into the Common Area as depicted in the original Plans, if the following requirements and conditions are met:

(a) No such enlargement of any Limited Common Areas shall encroach upon or in any way impair access to or use of any other Home or any Limited Common Area serving any other Home;

(b) All plans and specifications for such enlargement shall be submitted to and approved by the Board of Directors of the Association and by a majority vote of the Owners as described in Section 11.3 below, prior to commencement of any construction or alteration work;

(c) All construction work shall be completed substantially in accordance with the plans and specifications so approved by the Board of Directors and the Owners; and
The Owner of any Home for whom the Limited Common Areas are to be enlarged shall pay all costs and expenses associated with such enlargement, including without limitation any and all legal, engineering, architectural and recording fees relating to the review, preparation and recording of the plans and documents necessary under this Article XI, as well as the expenses incurred by the Association related to the Special Meeting of Owners described in Section 11.3 below.

Upon the completion of any enlargement in accordance with the foregoing requirements, the Board of Directors, acting on behalf of the Association and all Owners, shall execute and record a Supplemental Amendment to the Declaration and shall cause to be prepared, certified and recorded with the Hamilton County Recorder (at the Owner's expense) a set of amended plans for the Limited Common Areas applicable to the Home in question, showing the enlarged Limited Common Areas as constructed and prepared in accordance with the requirements set forth in the Indiana Horizontal Property Law presently codified at Indiana Code Section 32-25-7-4. The Supplemental Amendment to the Declaration recorded in connection with such enlargement shall contain a verified statement that the requirements of this Article XI have been met (which statement shall be conclusive of such facts).

Section 11.3. Approval of the Owners by Majority Vote. If the Board of Directors approves an Owner's request and proposed plans and specifications for an enlargement pursuant to Section 11.2(b) above, the Board shall duly call for a Special Meeting of the Association's members for the stated purpose of voting whether to approve or disapprove the Owner's request. The written notice of the Special Meeting shall comply with the Association's By-Laws. The notice shall also include a copy of the Owner's submittal. At the Special Meeting, the Owners representing a majority of the Percentage Vote shall constitute a quorum. In addition, the Owners of a majority of the Homes in the requesting Owner's building shall be required to constitute a quorum. All Owners may attend in person or by proxy. After discussion of the Owner's request for an enlargement, including the Owner's opportunity to answer any questions of the other Owners, a vote will be taken. If a majority of the total votes cast are in favor of the Owner's request for enlargement to the Limited Common Area, the request shall be approved. However, if a majority of the total votes cast are opposed, the Owner's request shall be denied.

Section 11.4. Adjustment of the Common Area and Limited Common Areas. Notwithstanding any other provisions in this Declaration or the By-Laws or the Indiana Horizontal Property Law, all present and future Owners acknowledge that when the documents described in this Article XI are filed with the Hamilton County Recorder, the Common Area and the Limited Common Areas shall be adjusted accordingly and that all conditions have been met for the effectiveness and validity thereof.

Section 11.5. No Change in Percentage Interest. Despite any enlargements allowed by this Article XI, there shall be no change in the Percentage Interest of any Home or the Owner thereof.
Section 11.6. Maintenance, Repair and Replacement of Certain Limited Common Areas.

As is stated in Section 7.1 of this Declaration, in Phase I, each Owner is responsible for the maintenance and repair of patios and balconies, and the inside garages and garage doors, while in Phase II, each Owner is responsible for maintenance and repair of the patios and balconies, steps to the patios and balconies, front porches, and steps to front porches or stoops.

As of the date of recording of this Amendment, the duties of the Owners and the Association are clarified so that in Phase I, each Owner shall be responsible for the alterations, maintenance, and repair of patios, balconies and decks, and the inside garages and garage doors applicable to the Home of such Owner. Except for the garage doors, the Association shall replace the items in the preceding sentence at the end of their normal useful lives as part of the common expenses of the Association. In Phase II, each Owner shall be responsible for alterations, maintenance, and repair of the patios, balconies, and decks, steps to the patios and balconies, front porches, and steps to front porches or stoops applicable to the Home of such Owner. The Association shall replace the items in the preceding sentence at the end of their normal useful lives as part of the common expenses of the Association. If an Owner fails to perform such maintenance or repairs after demand by the Association, the Association, acting through the Board of Directors, shall have the power to perform such work as is necessary, with all costs and expenses being the responsibility of the applicable Owner and collectible as an unpaid assessment.

The following new Section 4.13 is added to the end of Article IV of the Second Amendment to the Declaration of Restrictions for The Bluffs:

Section 4.13. Boat Dock Expenses. Notwithstanding any other provisions in this Declaration or the By-Laws to the contrary, all costs and expenses related to the repair, maintenance and replacement of boat docks, including electricity for the docks, shall be assessed by the Association to the authorized users and licensees of those boat docks.
## THE BLUFFS ASSOCIATION, INC.

### MAINTENANCE RESPONSIBILITY GUIDELINES

(A) = ASSOCIATION  (O) = OWNER

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# THE BLUFFS ASSOCIATION, INC.

## MAINTENANCE RESPONSIBILITY GUIDELINES

(A) = ASSOCIATION    (O) = OWNER

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<td>Downspouts</td>
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<td>Hose Bibs R/R</td>
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<td>Interior Slabs-Minor R/R</td>
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<td>Windows-Washing</td>
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<td>Water Supply-To Meter</td>
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<td>Mailboxes-Keys</td>
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<td>Water Supply-Inside Unit</td>
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<td>Sump Pump Discharge</td>
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<td>Animal Control/Removal-Exterior, Attic, Walls, Dryer Vent</td>
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<td>Sewer Stoppage-In Unit</td>
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<td>Animal Control-Damages Int.</td>
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<td>Animal Control-Damages Ext.</td>
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SECOND AMENDMENT TO THE DECLARATION
OF RESTRICTIONS FOR THE BLUFFS

On November 6, 1973, The Bluffs Company, as the original "Declarant" caused a certain document entitled "Enabling Declaration Establishing a Plan for Condominium of Ownership" to be recorded in the Office of the Recorder of Hamilton County, Indiana. This original Declaration was recorded on January 29, 1974, in Miscellaneous Record 141, pages 189-262. This original Declaration established the Covenants and Restrictions for the condominium project commonly known as The Bluffs. At that time The Bluffs Company was the owner of the entire real estate upon which the development was to be constructed. The original parcel of real estate was described on Exhibit "A" attached to the original Declaration. The Condominium was formed pursuant to the terms of the Indiana Horizontal Property Law (as of September 1, 2000, identified as Indiana Code 32-1-6-1, et seq.).

The property which was subject to the original Declaration was sometimes referred to as The Bluffs Horizontal Property Regime.

The original Declaration provided for certain rights and privileges of the Declarant, until such time as the original construction of the condominium project was completed, and the ownership transferred to individual owners. With the passage of time, the development was completed, and all the property has been transferred from the original Declarant to individual owners. Many provisions of the original Declaration were stated for the benefit of the original Declarant, but are now no longer relevant or applicable. Therefore, references to the original Declarant have been deleted in this Second Amendment to the Declaration of Restrictions. References to the Declarant have been removed for purposes of simplicity, and ease of reading the document. Reference is made to the original Declaration for any historical purposes which may need to be preserved.

The original Declaration also provided for, and contemplated, that after the initial development, there may be additional property annexed to the original parcel of real estate, and intended to be subject to the Original Declaration of Restrictions in The Bluffs Horizontal Property Regime. Such annexation did occur. This annexation resulted in the First Amendment to the Declaration of Restrictions of The Bluffs Horizontal Property Regime. The First Amendment to the Declarations was dated June 11, 1979, and recorded on the 11th day of June, 1979, in Book 157, pages 159-165. In the First Amendment, the real estate which formed the property annexed to The Bluffs was described and set forth on page 2 of the First Amendment. For historical purposes, these various exhibits to the original Declaration and the First Amendment may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to the original Declaration and the First Amendment. These various exhibits, however, will not be exhibits to this Second Amendment.

As a result of the annexation, as described in the First Amendment, the respective percentage of ownership in common areas appurtenant to each home (and as described on Exhibit "D" to the original Declaration) was amended and superseded by Exhibit "B" to the First Amendment. As of June 11, 1979, each owner (unit) owned an undivided 1.408% in the common areas.

Except as to any exhibits of the original Declaration and the First Amendment, which may remain relevant, all other provisions of the original Declaration of Restrictions and the First Amendment to the Declaration of Restrictions of The Bluffs Horizontal Property Regime are hereby modified in their entirety, and superseded by this Second Amendment to the Declaration.

ARTICLE I
DESCRIPTIONS AND ESTABLISHMENT OF FREEHOLD ESTATES

Section 1.1. Survey Descriptions. Exhibit "A" to the original Declaration consists of a survey of the land subject to this Condominium, and also shows certain adjacent property owned by the Declarant that was annexed to this Condominium. A Plot Plan of the land made part of this Condominium, showing the layout, location, identification, numbers and dimensions of all of the Homes in the Condominium is attached as Exhibit "B" to the original Declaration. Plans of each Home, and of each building in the Condominium, together with representative elevations of the Buildings, are attached as Exhibits "C" to the original Declaration.

Section 1.2. Establishment of Freehold Estates. Each such separately numbered unit was established as a separate freehold estate, and each such unit shall hereinafter be referred to as a "Home". As used herein, Home shall mean "apartment" or "condominium parcel" as defined under the Act.

Section 1.3. Boundaries of Homes. The boundaries of each Home shall be as shown on the Plans, without regard to the existing construction, measured between the interior unfinished surface of the floors, ceilings and
perimeter walls of each Home. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Home because of construction, or for any other reasons, the boundary lines of each Home shall be deemed to be and shall be treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction and/or condition. In such case easements for the exclusive use shall exist in favor of the Owner of each Home in and to such space lying outside of the actual boundary line of the Home but within the appropriate wall, floor or ceiling surfaces of the Home. Any apparatus, ducts, conduits, lines, mains, wires, or other items which extend beyond the boundaries of a Home, but which serve solely that Home, shall be deemed a part of the Home and appurtenant thereto, and title thereto and the responsibility for maintenance thereof, shall pass with the Home. Each Home shall include the space in the Mechanical Rooms adjoining the Home as shown on Exhibit "IC", on the Original Declaration, bounded by the interior surface of the perimeter walls, floors and ceiling of such room.

Section 1.4. Common Areas. The remainder of the improvements and the land subjected to this Declaration shall be "Common Areas" which term shall include all "Common Elements" and all "Common Areas and Facilities" as those terms are used in the Act, and it includes all personal property owned by the Association, hereinafter referred to, and any and all real or personal property leased by the Association. The Common Areas, other than any Limited Common Areas, shall be available to all the Homeowners, and shall include but not be limited to, all driveways and parking areas, streets, lawn areas and such recreational facilities as may be provided. All pipes, wires, ducts, conduits and utility lines located in any walls, ceilings or floors of a Home, and any equipment, stairs or similar items which serve any other Home or any common area shall be part of the Common Areas. The Homeowners Association, hereinafter referred to, shall have an easement thereto, and it shall have the right, at reasonable times and at any time in case of emergency, to enter into all Homes and to the extent necessary to enter or go into any walls, floors, or ceilings of a Home to get to any such pipes, wires, ducts, conduits and utility lines, or to any other Common Areas. The Homeowners Association shall repair any damage done to any Home as a result of an exercise of its right.

Section 1.5. 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 his/her Home's Percentage Interest, which interest shall include the right to use such Common Areas subject to any rules and regulations governing such use as may be adopted by the Association. Each Home shall have a percentage interest in Common Areas of this Condominium equal to the percentage derived by dividing one (1) by the number of Homes in the Condominium subject to this Declaration. Each Home shall thus have one Unit Of interest in Common Areas as that term is used herein and in the By-Laws.

Section 1.6. Appurtenances to Each Home. The owner of each Home shall own the following rights in the Condominium which are appurtenant to and belong to his Home including, but not limited to, the items listed below which are appurtenant to several "Homes". No such appurtenance may be severed from the Home and such appurtenances shall pass with the transfer of title to a Home.

(a) Common Areas. Each Home shall be entitled to its percentage interest in the Common Areas as appurtenance thereto.

(b) Automobile Parking. The Common Areas include parking areas. Occupants of each Home in Phase I shall be entitled to the use of one parking space and a garage. Parking spaces will be subject to regulation by the Association, assigned in Section 2.1 below.

(c) Association Membership. The membership of each Homeowner in the Association, which term as used in this Declaration shall mean the Association described in Section 2.1 below, and the interest of each Homeowner in the funds and assets held by the Association.

(d) Patios and Balconies. Each Home shall have the use of the porches, patios, decks, and/or balconies adjoining that Home as designated in Exhibit "C" of the original Declaration, which porches, patios, decks and balconies shall be Limited Common Areas limited to the use of such Homes.

(e) Land. The land in the Condominium shall be a Common Area, but the land underlying any homes shall be a Limited Common Area restricted to the use of such Homes.

Section 1.7. Limited Common Areas. Limited Common Areas and Facilities reserved for the exclusive use of dwelling owners, their families, servants and invitees, are the paved approach from the curb to the dwelling, the