DECLARATION OF CATHEDRAL, INC.

PROPERTY OWNERSHIP

This instrument recorded June 23, 1977.

JUNE M. HEDGES, RECORDER, HAMILTON COUNTY, INDIANA.
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Carmel, Indiana

THIS AMENDED DECLARATION of Carmeltown, Inc., made this 22nd day of May 1972, by Joseph S. Dawson, for himself, his successors, grantees and assigns,

WITNESSETH:

This declaration amends and supersedes in their entirety the following:

Declaration of Carmeltown, Inc., recorded the 31st day of August, 1973, in the Office of the Recorder of Hamilton County, Indiana, in Deed Book 139, Pages 353 through and including Page 366 as Instrument No. 5797.

A. Declarant is the sole owner in fee simple title to the following described real estate located in Hamilton County, Indiana, to-wit:

B. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the land and be binding upon all parties having any right, title or interest in the land, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.

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

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

a. "Articles of Incorporation" means the Articles of Incorporation of the Association. The Articles of Incorporation are incorporated herein by reference.

b. "Association" means CARMELTOWN, INC., its successors and assigns, a not-for-profit corporation, organized and existing under the laws of the State of Indiana, whose Membership shall be composed of the Owners of Lots.

c. "Board of Directors" means the Board of Directors of the Association.

d. CARMELAIRE means the name by which the Tract shall be known.

e. "Building" means any separate structure(s) which has two or more Townhouses.

f. "By-Laws" shall mean the By-Laws of the Association. The By-Laws shall provide for the election of directors and officers and other governing officials of the Association. The By-Laws are incorporated herein by reference.

G. "Common Areas" means the ground designated as such upon the recorded Plat of CARMELAIRE.
1. "Lot" means any plot of ground designated as such upon the recorded Plat of CAPIELAIRE, and upon which one (1) Townhouse is constructed or is to be constructed. "Lot" shall be deemed to include the Townhouse, if located thereon.

2. "Member" means a member of the Association.

3. "Mortgagee" means the holder of a first mortgage lien on a Lot.

4. "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple absolute title to a Lot.

5. "Plat" means the survey of the Tract, including therein the Lots and Common Areas prepared by Allen H. Weihe, certified by Allen H. Weihe, a registered land surveyor, under date of 6/7/72, and recorded in Plat Book 4, Page 97, in the Office of the Recorder of Hamilton County, Indiana, which is incorporated herein by reference.

6. "Property" means the Tract and appurtenant easements, the Lots, Townhouses, Buildings, other improvements on and all property of every kind and nature whatsoever, real, personal, or mixed located upon the Tract, and used in connection with the operation, use and enjoyment of CAPIELAIRE, INC.

7. "Townhouse" means the living unit located upon a Lot.

8. "Tract" means the real estate described in Paragraph 1 above.

9. DECLARATION. Declarant hereby expressly declares that all properties which are conveyed which are a part of the land shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the land and be binding upon all parties having any right, title or interest in the land, or any part thereof, their heirs, successors and assigns, and shall inure in the benefit of each Owner.

10. DESCRIPTION OF CAPIELAIRE. CAPIELAIRE consists of 110 Lots numbered 1 through 110, inclusive, together with the Common Areas as set forth on the Plat. The size of Lots and Common Areas are as designated on the Plat. The legal description for each Lot in CAPIELAIRE shall be as follows:

   Lot _____ in CAPIELAIRE, a subdivision recorded in Plat Book 4, Page 97, in the Office of the Recorder of Hamilton County, Indiana.

11. DESCRIPTION OF TOWNHOUSE. Each Townhouse shall consist of that portion of the Building situated on a Lot.
including but not limited to all fixtures, utilities, equipment, appliances and structural components designed and intended for the exclusive enjoyment, use and benefit of the Townhouse wherein the same are located, or to which they are attached. Townhouse shall not include the above which are intended for the use, benefit, support, safety and enjoyment of any other Townhouse, or which may be necessary for the safety, support, maintenance, use and operation of any of the buildings, or which are normally designed for common use. All fixtures, equipment, and appliances designed or intended for the exclusive enjoyment, use and benefit of a Townhouse shall constitute a part of such Townhouse whether or not the same are located within or partly within the boundaries of such Townhouse.

5. Lots and Easements. The boundaries of each Lot in CAMDELIRE shall be as shown on the Plat, provided, however, in the event the vertical boundary line of any Townhouse does not coincide with the actual Lot line for whatever reason, the boundary lines shall be deemed to be treated for purposes of occupancy, possession, maintenance, use and enjoyment, in accordance with the existing construction, and shall extend to the intersection of the perpendicular lot lines. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Lot in and to such base line outside the actual boundary line of the Lot.

6. COMMON AREAS. The definition of Common Areas include all areas not designated as a lot on the recorded Plat of CAMDELIRE.

7. OWNERSHIP OF COMMON AREAS. The Common Areas shall be owned by the Association, CAMDELIRE, INC., and shall be conveyed to CAMDELIRE, INC., by the Declarant on or before the date the first lot is transferred to an owner. The Association shall hold the Common Area for the use and enjoyment of the Members of the Association. The Membership rights to the Common Areas shall be subject to the provisions of this Declaration including but not limited to the following:

a. The right of the Association to charge reasonable admission and other fees for use of any recreational facility.

b. The right of the Association to suspend any Member from the right to use any Common Area for any period during which any assessment against such Member's Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of the Board's published rules and regulations.

c. The right of the Association upon approval by a written instrument signed by two-thirds of the Members to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Association.

d. The right of the Association or its Board of Directors
to determine the time and manner of use of the recrea-
tional facilities by the Members.

e. The right of the Association to adopt such rules and
regulations regarding the Common Areas as it deems
necessary.

2. DECORATION OF USE OF THE COMMON AREAS. Any member may
delegate, in accordance with provisions of this Declara-
tion and the rules or regulations promulgated by the
Association, his right of enjoyment, and use of the Common
Areas and facilities to members of his family, his tenants
or contract purchasers who reside on any Lot.

3. ENCROACHMENTS AND EASEMENTS IN COMMON AREAS. The Decla-
rant hereby grants an easement for ingress and egress
over the Common Areas in favor of any or all owner(s).
If for any reason, a Common area encroaches upon any Lot,
an easement shall be deemed to exist in favor of the
Association.

Each Owner shall have an easement of use in common with
Owner(s) to all pipes, wires, ducts, cables, conduits, utility lines
and other common facilities, if any, located in or on the Townhouse(s)
or in the Common Area and serving his Townhouse.

10. GARAGES. The usage of the garages shall be subject to
such rules and regulations as the Board of Directors may
from time to time adopt.

11. COVENANTS AND RESTRICTIONS. The following covenants and
restrictions on the use and enjoyment of the Lots, Common
Areas and Property are for the mutual benefit and protec-
tion of the present and future Owners and shall run with
the land and inure to the benefit of and be enforceable
by any Owner or by the Association. The Owners or the
Association shall be entitled to injunctive relief against
any violation or attempted violation of these provisions
and shall be entitled to damages for any injuries result-
ing from such violation:

a. All Townhouses shall be used exclusively for residential
purposes and occupied by a family.

b. All buildings or structures erected upon the Lots
shall be of new construction and shall be Townhouses
joined together by a common exterior roof and foundation.

c. No additional buildings shall be erected or located
on the Property other than on the Lots or as otherwise
drawn on the Plat or approved in writing by the Board
of Directors.

d. Nothing shall be done or kept in any Townhouse or in
the Common area which will cause an increase in the
rate of insurance on any building or the contents thereof,
which would result in the cancellation of insurance on
any building or the contents thereof.

e. No sign, awning, canopy, television antennas, or other
attachment or thing shall be affixed to or placed upon
the exterior walls, roofs or windows or on any parts
of any Building without the prior consent of the Board of Directors.

f. No advertising signs (except one "for sale" or one "for rent" sign per parcel of not more than five square feet), unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot or Common Area, nor shall any Lot or Common Areas be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Townhouse or any resident thereof. The Declarant or the Builder of the Townhouses may maintain or the Lot, Common Area, or other property during the period of construction and sale of the Townhouses such facilities as Declarant or the Builder deems necessary to the construction and sale of the Lots and Townhouses including but not limited to a business office, storage area, construction yards, signs, model units and sales office.

g. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Townhouse or in the Common Area, except that dogs, cats or customary household pets may be kept provided they are not kept, bred or maintained for any commercial purposes, and do not create a nuisance, and further provided that the Board may adopt from time to time such rules and regulations regarding pets as it may deem necessary and any Owner having such pet shall be fully liable for any damage to the Common Area caused by his pet.

h. Nothing shall be done or permitted in any Townhouse which will impair the structural integrity of any Building or Townhouse or impair any essential. No Owner shall do any act or allow any condition to exist which would adversely affect the other Townhouses or their Owners.

i. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed from any Townhouse or any Lot including but not limited to the Patio where such would be visible from any part of the Common Area, nor shall any such items be hung out or exposed on any part of the Common Area. All Lots and the Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

j. No industry, trade or any commercial or religious activity, educational or otherwise designed for profit, altruism, or otherwise, shall be conducted, practiced or permitted on the Property, provided, however, that this shall not apply to the business activities, if any, of Declarant, his agents or assigns during the construction and sale period, or of C.H.I. MANOR, Inc., its successors and assigns, acting in furtherance of its powers and purposes.

k. All Owners and members of their families, guests or invitees, and all occupants of any Townhouse or any other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of
1. No boats, campers, trailers of any kind, buses, mobile homes, trucks or any other unconventional vehicles of any description shall be permitted parked, or stored, anywhere within the Property.

2. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas except with express written permission from the Board of Directors.

12. **COSTS AND ATTORNEYS' FEES.** In any proceeding arising because of an alleged failure of an Owner to comply with any provision of the Declaration, the Articles of Incorporation, 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 all the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

13. **WAIVER.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot.

14. **SEVERABILITY CLAUSE.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of any or all of the remaining provisions of this Declaration.

15. **PLAT.** The Plat setting forth the layout, locations and dimensions of each lot, and of the Common Areas, in Case No. 63710 is incorporated into this Declaration by reference and has been filed in the office of the Recorder of Hamilton County, Indiana, as of the 26th day of July, 1972, as Instrument No. 6337.

16. **EXCEPTION FOR UTILITIES AND PUBLIC AND QUASI PUBLIC VEHICLES.** All public and quasi public vehicles, including but not limited to, police, fire and other emergency vehicles, trash and garbage collection vehicles, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the streets and Common Areas in the performance of their duties. All utilities and their agents shall also have the right to enter upon the streets and common areas in the performance of their duties, provided, however, nothing herein shall permit the installation of severs, electric lines, water lines or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter approved by the Board of Directors. All such installations shall be underground. The electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the property and to affix and maintain electrical telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Townhouses. In the event any utility furnishing service should request a specific agreement, a separate recordable document, Declarant or the Board of Directors shall have the right to grant such agreements on such Common Areas without conflict with the terms of this paragraph. The agreements granted herein shall.
in no way affect or impair any other easement of record on the property.

17. **RIGHT OF BOARD OF DIRECTORS TO REGULATE USE AND MAINTENANCE.** The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas, Garages, Patios, and other areas not covered by the Townhouse(s). Such rules as are adopted may be amended by vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered to all Owners.

Declarant shall have the right to approve or disapprove the promulgation of rules and regulations regarding the operation of the property including but not limited to the use of the Common Areas, Garages, Patios and other areas not covered by Townhouses so long as Declarant owns five lots.

18. **MANAGEMENT AGREEMENT.** The Board of Directors shall enter into a management agreement with Joseph S. Desenzo for the management of CAMELTON, INC., for a period of three (3) years following the sale of first lot. Joseph S. Desenzo shall be permitted to assign and transfer the duties and responsibilities to be provided by said Company under the above mentioned management agreement.

19. **REAL ESTATE TAXES.** Real Estate Taxes are to be separately assessed and taxed to each Lot. Any real estate taxes or other assessments against the Common Areas shall be paid by the Association and treated as a Common Expense.

20. **UTILITIES.** Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expense unless otherwise determined by the Association.

21. **MAINTENANCE, REPAIRS AND REPLACEMENTS.** Each Owner shall at his expense be responsible for the maintenance, repairs, decoration and replacement within his own Townhouse, except as may otherwise be provided herein. All fixtures and equipment installed within the Townhouse, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Townhouse, shall be maintained and kept in repair by the owner thereof. Each Owner shall promptly perform all maintenance and repair in his Townhouse, which if neglected, might adversely affect any Townhouse, Common Area or the value of the property. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lathes and all other accessories belonging to the Owner and apartment to the Townhouse. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association, as a part of the Common Expenses, the responsibility for which may be assigned by the Association.

In addition to the maintenance of the Common Areas, the Association shall provide exterior maintenance upon each Lot, Garage and Townhouse for the following: paint, repair, replacement and care of all exterior doors, roofs, gutters, downspouts, exterior building
surfaces and other exterior improvements excluding, however, any
inside surfaces, screens, window fixtures, light bulbs, other hard-
ware and fixities, which shall be the sole responsibility of the Owner.
The Association shall also maintain any trees, shrubs, grass or
plants which the Declarant originally planted or installed.

The Board of Directors shall adopt such other rules and regu-
lations concerning maintenance, repair, use and enjoyment of the
Common Areas as it deems necessary.

In the event that the need for maintenance and repair results
from the willful or negligent act of the Owner, his family, guests
or invitees, and is not covered or paid for by any insurance or such
lot, the costs of such maintenance or repair shall be borne by the
Owner, and shall be added to and become a part of the assessment to
which his lot is subject.

The Board of Directors, or their designated agents, shall
have the right at reasonable times, and upon reasonable notice (ex-
cept in cases of emergency in which case no notice will be required)
to enter into each individual Townhouse for purposes of inspection
of the Common Areas appurtenant thereto, and replacement, repair and
maintenance of the same.

Declarant shall have the right to approve or disapprove any
additions, alterations, modifications to and the maintenance and re-
pairs of the Common Areas, each Lot and Townhouse, so long as De-
clarant owns five lots.

22. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. No Owner, ex-
ccept Declarant shall make any alterations or additions
to his Townhouse, Lot or to the Common Areas without the
prior written approval of the Board of Directors of the
Association, which approval shall not be unreasonably
withheld.

23. PARTY-WALLS. Each wall which connects two Townhouses
shall constitute a party wall and to the extent not in-
consistent with any of the provisions of this Declara-
tion, the general rules of law regarding party walls and
the liability for property damage thereto shall be appli-
cable. The cost of reasonable repair and maintenance of
a party wall shall be shared by the owners who make use
of the wall proportionately to such use. If any party
wall is exposed to the elements because of the negligent
or willful act of any party, the Board of Directors shall
see that the necessary protection against the elements is
provided and shall recover the cost thereof, to the extent
not covered by insurance, from the responsible party.

24. INSURANCE. The Association acting through its Board of
Directors shall obtain fire and extended coverage insurance
insuring the property including all Townhouses, Garages
and Common Area buildings; in an amount equal to the full
replacement cost thereof as determined by a qualified
specialist, the amount determined and the insurance renewed
annually. Such insurance coverage shall be written in
the name of the Association, as Trustee for the benefit
of each Owner, and, if applicable, the Owner's mortgagees,
as its interests may appear. The proceeds of any insur-
ance shall be payable to the Association or the Board of
Directors who shall hold such proceeds as Trustee for the
individual Owners and mortgagees. The premiums for all
such insurance shall be paid by the Association as part of Common Expense, except premiums for Townhouse and Garages, to be paid to Association by Owners as an individual Owner's expense.

The Association shall also obtain comprehensive public liability insurance in such limits as the Board of Directors shall deem appropriate together with worker's compensation insurance and other liability insurance if deemed necessary and appropriate by the Board of Directors. Such insurance shall issue to the benefit of each individual Owner, the Association, the Board of Directors and any managing agent or company acting on behalf of the Association. The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

Each Owner shall have the right to purchase at his own expense, any additional insurance he may deem necessary, and each Owner shall be solely responsible for home owners' liability insurance and for the insurance on the contents of his Townhouse, including but not limited to all floor and wall coverings, fixtures and equipment installed by the Owner and his personal property stored elsewhere on the Property.

25. CASUALTY AND RESTORATION. In the event of damage or destruction of the Property by fire or other casualty, the Association shall cause the Property to be promptly repaired and restored. The proceeds of insurance carried by the Association shall be applied to the cost of such restoration. If the insurance proceeds are inadequate to cover the cost of reconstruction, or in the event there are no proceeds, the cost for restoring the damage shall be paid by the Owners of the Townhouses directly affected by the damage in such proportion as the Board of Directors shall deem fair and equitable in light of the damages sustained by such Townhouses, provided, however, if the damages are to any improvements which are a part of the Common Area and not a part of a Townhouse, the deficiency, if any, shall be assessed against all Owners. If any Owner refuses or fails to make the required payments, the Association shall complete the restoration and pay the costs thereof, and the cost attributable to the Owner or Owners who refuse or fail to make such payment at the time required by the Board of Directors shall become a lien on such Owner's Lot, and may be foreclosed in the same manner as provided for a lien for Common Expenses. In the event the insurance proceeds exceed the cost of reconstruction, such excess shall be paid over to the Owners or their respective mortgagees in such proportion as the Board of Directors deem fair and equitable in light of the damage sustained by such Townhouses.

The restoration referred to in this paragraph shall mean reconstruction or rebuilding of the Townhouses in the same condition as they existed immediately prior to the destruction, and with the same type of architecture.

26. SALE OR LEASE OF LOT BY OWNER. For the purpose of maintaining the congenial and residential character of Community and for the protection of the Owners with regard to financially responsible residents, sale or lease of a Lot by an Owner other than Decedent shall be subject to the following conditions and restrictions:

a. LEASE. It is in the best interest of all the Owners that all persons residing in Townhouses have similar proprietary
interests in their Lots and be Owners. Accordingly, no Owner shall lease his Lot or enter into any other verbal or written arrangement for his Lot without the prior written consent of the Board of Directors. Such consent shall not be unreasonably withheld. Any Owner desiring to enter into a lease for his Lot shall make written application to the Board of Directors, which application shall state the reasons why the applicant wishes to lease the Lot, the name of the proposed tenant, and financial references of the proposed tenant. Within ten (10) days following the receipt of the application, the Board of Directors shall issue its written approval or disapproval to the Owner. In the event the Board of Directors fails to issue written approval or disapproval within such period, the application shall for all purposes be deemed approved.

b. SALE. The Association shall have the right of first refusal to purchase any Lot which an Owner wishes to sell. Any Owner wishing to sell who receives a bona fide offer to purchase shall promptly give written notice to the Board of Directors of his desire to sell together with the name and address of the intended purchaser, and the terms and conditions of such offer. Within seven (7) days after the receipt of such notice, the Board of Directors shall determine if it should recommend exercise of the right to purchase or waive the right to purchase. In the event the Board of Directors elects to waive the right to purchase, a certificate in recordable form, executed by the President or Secretary of the Association, certifying that the Association, through its Board of Directors, has waived its right to purchase, shall be delivered to the Owner, who may then proceed to sell and convey his Lot to that person and upon the same terms and conditions as set forth in the Owner's notice to the Board of Directors. In the event the sale is not completed within ninety (90) days following the date of such certificate, then the Lot shall again become subject to the Association's right of first refusal as herein provided.

In the event that the Board of Directors deems it advisable to exercise the Association's right to purchase the Lot, then it shall give written notice thereof to the Owner and shall, within fourteen (14) days following the receipt of such notice from the Owner wishing to sell, call a meeting of all the Members for the purpose of voting upon the proposed purchase. If the recommendation of the Board of Directors to purchase such Lot is approved by at least seventy-five per cent (75%) of the votes cast, the Association shall proceed to purchase the offered Lot from the offering Owner upon the same terms and conditions contained in the offer. The purchase price for the Lot shall be considered to be a Common Expense and borne by the remaining Owners, provided, however, that the Owner who has made the offer to sell his Lot shall not be assessed for or required to pay his share of the expense incurred in the purchase of the Lot.

Legal title to the Lot shall be conveyed to the Association as an entity or to those persons then serving as Board of Directors, as Trustees for the benefit of the Owners, whichever the Board of Directors, in their sole discretion, deems appropriate.

In the event that the proposed purchase is not approved by the required votes of the Members as set out above, then the Board of Directors, through the President and Secretary of the Association,
shall promptly deliver a certificate in recordable form to the
offering Owner who may proceed to sell his Lot under the same terms
and conditions as if the Board of Directors had not elected to recom-
mand the exercise of the right of the Association to purchase.

If, for any reason, either the Board of Directors or the Mem-
bbers shall fail to act on the Association’s right of first refusal
within the time periods herein provided, the Association’s right of
first refusal shall be deemed to have been effectively waived.

If the Association shall purchase a Lot in accordance with
this paragraph, the Board of Directors shall have the authority at
any time thereafter to sell or lease the Lot upon the terms and
conditions as the Board of Directors shall, in their sole dis-
cretion, deem desirable, without application to or approval of the
Owners. The proceeds of any such sale shall be returned to the
Owners in equal proportion to their contribution. In the event the
Board of Directors elects to lease such Lot, then the lease rental
payments shall be applied against the Common Expenses.

The above provisions with respect to the Association’s right
to approve a lease of a Lot or the right to purchase a Lot shall
remain in full force and effect until the expiration of twenty (20)
years from the date of this Declaration.

Any sale or attempted sale, or any lease or attempted lease
by an Owner of his Lot, except in accordance with the provisions
of this Paragraph 26, shall be void; provided, however that any
certificate waiving the Association’s right to purchase executed by
the Association and delivered to an Owner as provided by this para-
graph may be relied upon by any purchaser or mortgagee, and shall
with respect to such purchaser or mortgagee, be absolutely binding
upon the Association and the Owners unless such purchaser or mor-
gee has actual knowledge that the certificate was procured fraudu-
ently or by reason of a misrepresentation of a material fact.

(i) The provisions of sub-paragraph (b) shall
not be applicable to a conveyance of a Lot to such
Mortgagee as a result of a foreclosure of its mort-
gage or a conveyance in lieu thereof, or to the con-
voyance of a Lot to any person at a public sale in
the manner provided by law with respect to mortgage
foreclosures. The provisions of sub-paragraph (b)
shall be applicable to and binding upon such Mort-
gagee or other person so obtaining title to a Lot
with respect to any subsequent transfer or convey-
ance of the Lot.

(ii) The provisions of sub-paragraph (c) shall
not be applicable to such Mortgagee if such Mort-
gee acquires possession of a Lot during the period
which a foreclosure proceeding is pending or to such
Mortgagee who obtains title to a Lot as a result of
foreclosure of its mortgage or a conveyance in lieu
thereof. The provisions of sub-paragraph (c) shall
be binding upon any other person obtaining title to
the Lot from such Mortgagee or at any foreclosure or
other judicial sale.

The provisions of this sub-paragraph (c) may not be amended
without the consent of all of such Mortgagees.

27. NOTICE TO ASSOCIATION OF MORTGAGE. Any Owner who enters
a first mortgage lien upon his Lot or the Mortgagor shall notify the Secretary of the Association and provide the name and address of the Mortgagor. A record of such mortgage and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagor pursuant to the terms of the Declaration shall be deemed effectively given if mailed to such Mortgagor at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagor are furnished to the Secretary, either by the Owner or the Mortgagor, no notice to any Mortgagor as may be otherwise required by the Declaration shall be required and no Mortgagor shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration or proxy granted to such Mortgagor in connection with the mortgage.

28. **AMENDMENT OF DECLARATION.** Amendments to this Declaration shall be proposed and adopted in the following manner:

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

   b. **PROPOSITION.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by a majority of the votes cast by the Members.

   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. **ADOPTION.** Any proposed amendment to this Declaration must be approved by not less than seventy-five per cent (75%) of the votes cast and approved by Declarant as long as Declarant owns five (5) Lots.

In the event any Lot is subject to a first mortgage, the Mortgagor shall be notified of the meeting and the proposed Amendment in the same manner as an Owner, if the Mortgagor has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the Declaration.

30. **SPECIAL AMENDMENTS.** No amendment to this Declaration shall be adopted which changes the provisions of Paragraph 25 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagors whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration.

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

30. **SPECIAL AMENDMENTS AND RECORDATION.** All present and future Owners, Mortgagors, Tenants and Occupants of the Lots shall be subject to and shall comply with the provisions of this
Declaration, the Articles of Incorporation, and the By-laws incorporated herein, by reference, and the rules and regulations as adopted by the Board of Directors or such shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the By-laws, and rules and regulations, as each may be amended from time to time, are accepted and ratified by such Owner or tenant or occupant, and all such provisions shall be deemed running with the land and shall bind any person having at any time any interest or estate in a Lot or the property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or lots or any part of the property in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-laws, and the rules and regulations applicable thereto as each may be amended from time to time.

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

31. INSURANCE (VALUATION). The Association and Owners agree that each shall be relieved of responsibilities and liabilities to the extent that injuries or losses to the premises are covered by insurance.

32. ASSOCIATION. The Association shall be a not-for-profit corporation, whose Membership shall be composed of and limited to the Owners of Lots and which shall be known as CAMBELLTON, INC. The Association shall have one class of Membership.

Each Owner of a Lot shall be entitled to one vote on all matters requiring membership approval, for each Lot owned by said Owner. The membership of said Owner shall terminate whenever said Owner ceases to be an owner of a Lot as defined herein, and said certificate of member shall be immediately transferred to the successor in ownership.

The Board of Directors shall be the governing body of the Association and shall be responsible for the functions and duties of the Association, including but not limited to the management, maintenance, repair, replacement and upkeep of the Common Areas. All of the Common Areas shall be owned, operated and managed by the Association.

33. ASSESSMENTS. Assessments and payment of assessments shall be as follows:

a. ANNUAL ACCOUNTING. Annually after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Member a financial statement prepared by a
b. ANNOUNCED ANNUAL BUDGET. The first annual meeting of the Association shall be held during or near the last day of the previous year or the month of January following the sale of fifty per cent (50%) of the lots in GUILFORD. Prior to the annual meeting the Board of Directors shall prepare a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnishing a copy of such proposed budget to each Member at least two weeks prior to the annual meeting. The annual budget shall be submitted to the Members at the annual meeting and shall be the basis for the regular assessments (hereinafter called "Regular Assessment") of each lot. At the annual meeting of the Members, the budget shall be approved in whole or in part or may be amended, however, in no event shall the annual meeting be adjourned without or until the annual budget is approved at such annual meeting as amended.

c. REGULAR ASSESSMENTS. The annual budget as adopted shall, based on the estimated cash requirements for the Common Expenses in the ensuing year, as set forth in said budget, contain the proposed assessment against each Lot which shall be the same for each Lot. Immediately following the adoption of such assessment, each Member shall be given written notice of said assessment. The Regular Assessment against each Lot shall be due on February 1 of each calendar year and on the first day of each calendar month thereafter through and including the following January 1. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or to the Board of Directors. The Regular Assessment for the year shall become a lien on each separate Lot as of February 1 of each calendar year.

Prior to the first annual meeting of the Association, an assessment shall be levied against each Lot, said assessment shall not be less than $35.00 nor more than $275.00. The monthly assessment shall become due and owing on the first day of each calendar month following the sale of the Lot. The Declarant shall not be responsible for a regular assessment, whether determined by the Board of Directors of the Association, in excess of $35.00.

d. SPECIAL ASSESSMENTS. From time to time Common Expenses of an unusual extraordinary nature and not otherwise anticipated may be deemed necessary by the Board of Directors. In such event the Board of Directors shall be authorized to adopt a special resolution to raise such expenditures and shall have the full legal authority to make a special assessment of the Common Expenses of the Lot upon approval of such resolution by two-thirds of the votes cast at a special meeting of Members duly called in accordance with the By-laws for the purpose of approving or rejecting such resolution (herein called "Special Assessment"). The Lots owned by Declarant shall not be subject to the special
e. 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 person shall be joint and several so that any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, such Regular or Special Assessment shall bear interest from the date at the rate of eight per cent (8%) per annum, and the lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association as a mortgage on real property or as otherwise 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 Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefor 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 Regular or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Lot.

f. SUBORDINATION OF ASSESSMENT LIEN TO MORTGAGE LIENS. The lien of Assessments shall be prior to all other liens except:
   (1) tax liens on the Lot in favor of any assessing unit or district and
   (2) all sums unpaid on a first mortgage of record.
   Sale or transfer of any Lot shall not affect the Assessment lien.

g. NOTICE OF UNPAID ASSESSMENTS. The Association shall, upon request of a mortgagee, a proceeds mortgagee or purchaser, who has a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Lot which statement shall be binding upon the Association and the Members and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

STATE OF INDIANA )
COUNTY OF HAMILTON)

Before me a Notary Public in and for said County and State personally appeared Joseph S. Dawson who acknowledged the execution of the above and foregoing Declaration of CAMERON, INC. Property Ownership, for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 22nd day of May, 1974.

NOTARY PUBLIC

March 30, 1976

This instrument was prepared by Joseph S. Dawson.
A part of the West Half of the Southwest Quarter of Section 30, Township 15 North, Range 4 East in Clay Township, Hamilton County, Indiana, more particularly described as follows:

Beginning 522.50 feet Dead (523.85' Measured) North 66 degrees 03 minutes East of the Southeast corner of the West Half of the Southwest Quarter of Section 30, Township 15 North, Range 4 East, and on the East line thereof; thence North 89 degrees 57.5 minutes West 687.33 feet Dead (690.35 feet Measured); thence North 76.60 feet; thence North 89 degrees 51 minutes West 165.0 feet; thence North 247.50 feet; thence North 90 degrees 00 minutes East 92.67 feet; thence North 75.00 feet; thence North 90 degrees 00 minutes East 127.33 feet; thence North 204.43 feet; thence North 89 degrees 51 minutes West 55.00 feet; thence North 50.00 feet; thence South 89 degrees 51 minutes East 690.99 feet to the East line of said West Half; thence South 00 degrees 03 minutes West on and along aforesaid East line 653.50 feet Dead (652.15 feet Measured) to the place of beginning, containing 11.15 acres, more or less. Subject to all legal easements and rights of way.

This subdivision consists of 110 lots numbered from 1 to 110, both inclusive, with streets and common property as shown within the plat. All dimensions are shown in feet and decimal parts thereof.

This Instrument Recorded 10-23-1974
JUNE M. HEDGES, RECORDER, HAMILTON COUNTY, IND.
THIS AMENDMENT to the Declaration of Carmeltown, Inc., originally recorded on the 31st day of August, 1973, in Miscellaneous Book 139, Pages 353 through 366, as Instrument No. 5797, and first amended by Amended Declaration dated the 22nd day of May, 1976, and recorded the same date in Miscellaneous Book 142, Pages 409 through 426, as Instrument No. 4213, all in the office of the Recorder of Hamilton County, Indiana, has been duly executed by the President and Secretary of Carmeltown, Inc. ("the Association"), as required by the provisions of the Declaration, this 16th day of September, 1988.

WITNESSETH:

WHEREAS, the following amendment to the Declaration of Carmeltown, Inc. was duly proposed by the Board of Directors and adopted by a vote in excess of seventy-five percent (75%) of the membership entitled to vote on such matters on the 21st day of March, 1988, following notice and the establishment of the quorum, all as required by the provisions of the Declaration and By-Laws of the Association; and

WHEREAS, this amendment amends and supersedes paragraph or Article 26(a), as previously set forth on pages 9 and 10 of the Declaration and shall become effective, as provided therein, to bind and inure to the benefit of all parties having any right, title or interest in the tract and property described in the Declaration, and to run with the land as does the said Declaration;

NOW, THEREFORE, the Association, by and through its Board of Directors and membership does hereby certify that the Declaration of Carmeltown, Inc. has been duly and properly amended as follows:

Paragraph 26(a), previously found on pages 9 and 10 of the Declaration, is amended and superseded by the following paragraph 26(a), to-wit:
"16.a. Lease. It is in the best interest of all the Owners that all persons residing in Townhouses have similar proprietary interests in their Lots and that they be Owners of the Lots and Townhouses in which they are residing. Accordingly, no Owner shall lease his or her Lot or enter into any other rental or letting arrangement for his or her Lot, without the prior written consent of the Board of Directors. The Board of Directors shall have absolute discretion in approving or disapproving such requests. Owners, present and future, are hereby advised that it is the intent and purpose of these provisions and restrictions to prohibit the use and/or occupancy of any Lot in Carmelairae by persons other than the Owners and their invited guests, and that permission for the leasing of any Lot and Townhouses for purposes other than the temporary convenience of the Owners shall not be given by the Board of Directors, unless it is determined by the Board that to prohibit such use would create an unreasonable hardship upon the Owner. Any Owner desiring to enter into a temporary lease or letting arrangement for his or her Lot shall make written application to the Board of Directors, which application shall state the reasons why the applicant wishes to lease the Lot, the name of the proposed tenant, and shall provide financial references for the proposed tenant. Within fifteen (15) days following the receipt of the application, the Board of Directors shall issue its written approval or disapproval to the Owner. In the event the Board of Directors shall fail to issue its written response to the application within such period, the application shall be deemed approved for all purposes stated therein. In no event, however, shall any such application be approved by the Board of Directors permitting the use or occupancy of any Lot within Carmelairae by persons other than the Owners for a period exceeding twelve (12) months from the date such application is approved."

The undersigned President and Secretary of Carmeltown, Inc. hereby certify that the foregoing amendment to the Declaration of the Association was duly proposed and adopted by the Association in accordance with the provisions of the Declaration, the By-Laws and Articles of the Association, and remains in full force and effect to bind and inure to the benefit of all present and future members of Carmeltown, Inc.

Carmeltown, Inc.

By

Glenn C. Collier, President

Attest:

Robert P. Harris
Secretary
Before me, a Notary Public in and for said County and State, personally appeared Glenn C. Collier, President, and Robert K. Turner, Secretary, of Carmeltown, Inc., who acknowledged execution of the within Certificate of Amendment, stating that the representations contained therein are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal this 16th day of 1988.

My Commission Expires: 7-29-76

This Instrument Prepared By:

Michael J. Kias, Esq.
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