ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted to govern the Cricket Reel Homeowners Association, Inc. (the "Association") in the conduct of its activities and duties pursuant to the Articles of Incorporation of the Association ("Articles"), the Plat with Declaration and Plat Restrictions and the Supplemental Declaration of Covenants and Restrictions for Cricket Reel as recorded on the 22nd day of July, 1986, and on the 14th day of November, 1988, respectively, in the office of the Recorder of Hancock County, Indiana as Instrument Nos. 884420 and 88-7117, respectively (collectively, the "Declaration"). The Declaration is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms defined herein in the Declaration shall have the same meanings in these By-Laws, and reference is hereby made to the definitions in Section 1 of the Declaration. The provisions of these By-Laws shall apply to the Property and to the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Property shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws, and the Act, as the same may be amended from time to time.

Section 1.03. Membership. The members of the Association shall be the Owners, and the terms "member" and "Owner," as used herein, in the Declaration, or in the Articles of Incorporation of the Association ("Articles"), shall be interchangeable. A member shall be deemed to be in good standing so long as he or she remains in compliance with the covenants and obligations of an Owner under the Declaration, or otherwise determined by the Board of Directors. As provided by law, each member of the Association shall be entitled to a certificate signed by the President and attested by the Secretary certifying the membership held by him and such other information as may be required by law. The form of such certificate shall be prescribed by the Board of Directors. Such certificate shall not be transferable.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary or appropriate, 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 first annual meeting shall not be held until the time of turnover of control of the Regime by Declarant or at such earlier time or times as may be determined by the Declarant. All subsequent annual meetings shall be held on any date selected by the Board of Directors which is within five (5) days of the anniversary of the first annual meeting. At each 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 a majority of the Board of Directors, the President, or upon a written petition of the Owners of not less than ten percent (10%) of the Lots. 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. Written notice stating the date, time, and place of any meeting of the members, and, in the case of special meetings or when otherwise required by law, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than ten (10) days prior to the date of such meeting. If at any meeting an amendment to the Declaration or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U. S. Mail, postage prepaid, or delivered to the Owners at their respective addresses as the same shall appear upon the records of the Association, and by first-class U. S. Mail to the Mortgagees at their respective addresses as they shall appear on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting. Furthermore, notice of any meeting may be waived by any Owner in writing filed with the Secretary of the Corporation.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast one (1) vote on each matter coming before the meeting. The total number of votes for or against any matter shall then be divided by the total number of Lots in Cricket Reel to determine the respective proportions of Owners supporting or opposing such matter, or by the number of Lots the Owners of which are present or represented at such meeting, to determine the respective proportions of Owners present or represented at such meeting supporting or opposing such matter. In voting for directors, each Owner (or his representative) shall be entitled to cast one (1) vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided, that no Owner shall be allowed to accumulate his votes.
(b) Multiple Ownership. When the Owner of a Lot is comprised of more than one person or entity, or is a partnership ("Group"), there shall be only one voting representative entitled to cast the Vote allocable to that Lot. At the time of acquisition of title to a Lot by a Group, the Group shall file with the Secretary of the Association an irrevocable proxy appointing one of the Group as the voting representative for such Lot, which shall remain in effect until (i) such appointed representative relinquishes such appointment in writing, becomes incompetent or dies, (ii) such appointment is otherwise rescinded by order of a court of competent jurisdiction, or (iii) title to such Lot is transferred so that it is no longer held by such Group. 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 constitute relinquishment of his right to act as voting representative for the Lot at such meeting or meetings.

(c) Voting by Corporation or Trust. When a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the Vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the Vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. When voting is by proxy, the owner shall duly designate his attorney-in-fact in writing, delivered to an officer of the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Articles or the Act, the presence of Owners or their duly authorized representatives holding in excess of fifty percent (50%) of the total Vote shall constitute a quorum at all meetings. The term "majority of Co-Owners," as used in these By-Laws, shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total Vote as determined by the applicable provisions set forth in the Declaration, and the term "majority of the vote" shall mean more than fifty percent (50%) of the total Vote present or represented at such meeting.

(f) Conduct of Meeting. Meetings of Owners, including the order of business, shall be conducted in accordance with Roberts Rules of Order, Revised, except insofar as the Articles, these By-Laws, or any rule adopted by the Board of Directors or Owners may otherwise provide. The Owners present at such meeting may, by unanimous consent, waive the requirements of this Section 2.05(f), but such waiver shall not preclude any Owner from invoking the requirements of this Section 2.05(f) at any subsequent meeting.

Section 2.06. Control During Development. Notwithstanding any other provision of the Declaration, the Act, the Articles or these By-Laws, from and after the date of the Declaration until the date when Declarant turns over control of the Association to the Owners, as determined by Declarant within the limitations set forth in the Declaration, the Association shall be governed by the Initial Board of Directors appointed by Declarant. Said Initial Board of Directors shall exclusively hold all rights and powers which a Board of Directors of the Association would have under the Declaration, the Act,
the Articles or these By-Laws, except as specifically limited in this Section 2.06. Said initial Board of Directors may appoint from time to time from among the Owners committees to advise and assist it in the performance of its functions. The rights and powers of said initial Board of Directors shall be limited as follows:

(a) The power of assessment shall be limited in that the total monthly assessment, in any month against any Lot during the first year after the date of the Declaration shall not exceed Fifteen Dollars ($15.00), and said amount shall not be increased in any subsequent year prior to turnover by more than twelve percent (12.0%) over the assessment in the preceding year.

(b) Said initial Board of Directors shall have no power to reallocate the voting power among the Owners in any manner contrary to the Declaration.

(c) Said initial Board of Directors shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

Declarant shall have the right to waive, on behalf of the Association, the annual meetings and annual accountings provided for in this Article II and in the Declaration, so long as Declarant retains control of the Association. At the time of turnover of control by Declarant, the first annual meeting of the Association will be called, at which time the rights and powers of the initial Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the provisions of the Declaration, the Act, the Articles and these By-Laws other than this Section 2.06.

ARTICLE III

Board of Directors

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The initial Board of Directors shall be composed of three (3) persons appointed by Declarant. After the expiration of the term of the initial Board of Directors as provided in Section 2.06, the constituency of such Board may be increased to, but shall not exceed, nine (9). The number of Directors shall be increased in accordance with this Section 3.01 only if the increase is properly brought before the Association at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Director unless he is an Owner or the agent of an Owner who is not an individual, or is an attorney, agent, or employee of Declarant. Except temporarily due to the resignation, removal, death, or incapacity of a Director, there shall be an odd number of Directors elected to serve on the Board at all times.

Section 3.02. Additional Qualifications. When an Owner is comprised of a Group, as defined in Section 2.05(d), or is a corporation, trust or other legal entity, then the person entitled to cast the Vote as the voting representative of such Owner shall be eligible to serve on the Board of Directors.
Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 2.06 above. 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 3.04 of this Article III.

Section 3.04. Removal of Directors. After the tenure of the Initial Board of Directors has expired, a Director or Directors may be removed with or without cause by a majority of the Vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director selected 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 perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

(a) Repair and replacement of the Common Property;
(b) Landscaping maintenance of the Common Property;
(c) Assessment and collection from the Owners of each Owner's share of the Common Expenses;
(d) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
(e) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
(f) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Common Property specifying and itemizing the Common Expenses (all records and vouchers shall be available for examination by an Owner at any time during normal business hours); and
(g) Procuring and maintaining in force all insurance coverage required by the Declaration to be maintained for Cricket Reel Homeowners Association as required by the Declaration.

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

(a) To employ a professional managing agent or 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 all such insurance as is required or permitted under the Declaration, 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 Association;

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

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

(g) Subject to the provisions of the Declaration, to adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Common Property; provided that the Board shall give written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 3.07. Limitations on Board Action. After the tenure of the initial Board of Directors, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars ($5,000.00), unless the prior approval of a majority of Owners present or represented at any meeting is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any portion of the Common Property damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received, and,

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.08. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Vote of the Owners.

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 a majority of Directors. The Secretary shall give notice of 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 meetings. At any time after the tenure of the initial Board of Directors has expired, a special meeting of the Board 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 personally, by mail, by telegram or by telephone, and at least three (3) days prior to the date of such special meeting, but immediately upon receipt of notice from person(s) calling the meeting, give notice to the Directors. The notice of the
meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If a majority of Directors is present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.11. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such consent is filed with the minutes of proceedings of the Board of Directors.

Section 3.12. Committees. The President or the Board of Directors may from time to time create and appoint standing and special committees from among the Owners to undertake studies, make recommendations, carry on functions for the purpose of efficiently accomplishing the purposes of the Association and perform such other duties as the Board may from time to time prescribe.

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 at the first meeting of the Board following each election thereof. Officers may serve unlimited consecutive terms. Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, 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. Vacancies. Whenever any vacancies shall occur in any of the offices of the Association for any reason, the same may be filled by the Board of Directors at any meeting thereof, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until a successor shall be duly elected and qualified.

Section 4.04. Compensation. No officer shall receive any compensation for his services as such except as may be fixed by action of the Board of Directors, duly recorded.
Section 4.05. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. After the tenure of the initial Board of Directors, he shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the President. The 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 4.06. 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 4.07. The Secretary. The Secretary shall be elected from among the Owners or 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 proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. If required, the Secretary shall attest the execution by the Association of deeds, leases, agreements and other official documents. 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 4.08. The Treasurer. The Board shall elect from among the Owners or Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all money, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

Section 4.09. 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

Additional Rights and Duties of Board

Section 5.01. Right of Board to Adopt Rules and Regulations. Subject to the provisions of the Declaration, the Board may promulgate such reasonable rules and regulations regarding the operation of the Common Property as the Board may deem desirable, including but not limited to the use of the Common Property. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15)
days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VI

Procedures for Assessments

Section 6.01. Obligations of Owners. Each of the Owners within Cricket Reel shall automatically and mandatorily be members in the Association and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective Deeds to their Lots, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation, Declaration and Regulations of the Association and of the provisions hereof.

Section 6.02. Annual Accounting. Annually, after the close of each calendar year and prior to the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished to each Owner a financial statement by an Independent Certified Public Accountant, which statement shall show all receipts and expenses received, incurred, and paid by the Association during the preceding calendar year.

Section 6.03. Proposed Annual Budget. Annually, on or before the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption, and if so adopted, shall be the basis for the Annual Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the proposed annual budget may be approved in whole or in part, or may be amended in whole or in part, by a majority of the vote present or represented at the meeting (provided a quorum is present); provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting.

Section 6.04. Annual 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 a proposed assessment against each Lot based on the pro-rata Share of each Lot times the total amount of said budget (herein called the "Annual Assessment"). The Annual Assessment against each Lot shall be paid in full on the 15th day of the first month of the fiscal year of the Association; provided, however, that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments. Payment of the Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. The Annual Assessment for each year shall become a lien on each separate Lot as of the date of the adoption of the annual budget. The amount payable for the initial Annual Assessment is fixed at One Hundred Eighty Dollars ($180.00) per Lot. Each year thereafter, such Annual Assessment may not be increased by more than twelve percent (12%) over the Annual Assessment of the prior year. During the period of control of the Association by Declarant, Owner shall pay such Annual Assessments as established by the Board in accordance with the provisions hereof and of the Declaration, notwithstanding that their Pro-rata Share may result in a different
amount. The Declarant shall pay no assessments whatsoever except as specifically required in the Declaration but shall be responsible for any deficits in the Common Expenses to the extent permitted or required by the Declaration during the period in which it controls the association.

Section 6.05. Special Assessments. In addition to the Assessments authorized above, the Association may levy such special Assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association; provided that no Special Assessments shall be levied without the assent of two-thirds (2/3) of the Owners at a meeting duly called for this purpose. Each Owner shall pay to the Association a special Assessment based on his Pro-Rata Share times the total sum approved to defray the costs and expenses as herebefore provided. The Association may, in connection with the levy of any special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

Section 6.06. Adjustment. In the event that the approved budget and Annual Assessments plus the reserves and working capital of the Association prove insufficient to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more special Assessments. In the event the approved and Annual Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or returned to the Owners in proportion to their Percentage Interests as the Board of Directors may elect.

Section 6.07. Temporary Budget and Assessments. If for any reason an annual budget and the Annual Assessments for any year have not been determined as of the beginning of such year, the budget and Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Annual Assessments are determined in accordance with the Declaration and these By-Laws provided, however, that said preceding budget and Assessments may be increased by up to twelve percent (12%) as the Board of Directors may deem necessary in said temporary budget and Assessments.

Section 6.08. Reserve and Working Capital Funds. The Declarant shall not establish any reserve funds during the period it controls the Association. After the turnover of control by Declarant, the Association shall be obligated to establish a reserve fund for the repair and replacement of those Common Areas that must be replaced periodically, based upon good faith estimates of the useful lives and replacement costs of such Common Areas made or obtained by the Association. If the Board determines that a reserve fund is desirable, such reserve fund shall be funded through the payments by the Owners of Common Expenses and not by an extraordinary or special assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any special Assessment is made or levied therefore. In addition to the reserve fund, a working capital fund shall be established and maintained by the Association. At the closing of the initial sale of each Lot to an Owner, the purchaser of such Lot shall deposit with the Association an amount equal to two months' installments of the Annual Assessment for Common Expenses for such Lot, which amount shall be retained by the Association as working capital. Thereafter, each Owner shall continue to maintain on
deposit with the Association an amount at least equal to one-sixth (1/6) of the Annual Assessment for Common Expenses for his Lot for the current calendar year. Amounts paid or deposited into the working capital fund shall not relieve an Owner from this responsibility for the Annual Assessments due in accordance with this Article VI. All amounts held by the Association pursuant to this Section 6.08 shall be maintained in a federally insured, interest-bearing account in a bank or savings and loan association doing business in Hancock County, Indiana, and all interest thereon shall be added to and deemed a part of such fund. Notwithstanding anything contained herein to the contrary, the Declarant shall not be required to maintain on deposit with the Association the contribution to the working capital fund described in this Section 6.08.

Section 6.08. Status of Funds Collected by Association. All funds collected pursuant to this Article VI shall be held and expended by the Association solely for the purposes designated herein, and, except for any special Assessments that may be levied hereunder against less than all of the Owners, and except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners for the payment of Common Expenses in accordance with the Owners' respective Pro-Rata Shares.

ARTICLE VII
Notices and Mortgages

Section 7.01. Notice to Association. Any Owner who places a first mortgage lien upon his Lot or the Mortgages thereof shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgages and name 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 such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 7.02. Notice of Assessments. Upon ten (10) days' written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferees of a Lot, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Lot, together with the amount of the current assessments for Common Expenses and the dates such assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith.

Section 7.03. Financial Statements. The Association, upon the request of any Mortgagee(s), shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to Section 6.01 above.
Section 7.04. Notices to Mortgagors. The Association shall promptly provide to any Mortgagor, of whom the Association has been provided notice under Section 7.01 above, notice of any of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the Common Property or the building(s) or improvements on any Lot securing its mortgage;

(b) Any delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which said holder, insurer, or guarantor holds a mortgage, if said delinquency continues for more than sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagors.

Section 7.05. Availability of Information. The Association shall keep and shall make available to prospective purchasers of Lots, upon request at reasonable business hours, copies of the Declaration, By-Laws, current rules and regulations, if any, and the most recent financial statement of the Association.

ARTICLE VIII

Miscellaneous

Section 8.01. Corporate Seal. The Association shall have no seal.

Section 8.02. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Association shall be executed on behalf of the Association by the President, and, if required, attested by the Secretary.

Section 8.03. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year and end on the immediately following December 31.

ARTICLE IX

Amendment to By-Laws

These By-Laws may be amended by Declarant in the same manner and to the same extent as the Declaration; in addition, these By-Laws may be amended by a majority of the Vote of the Owners in a duly constituted meeting called for such purpose, except that the right of amendment is exclusively reserved to the Initial Board of Directors during the period set out in Section 2.06 above, and subject to any provision of the Declaration, the Act, the Articles, these By-Laws or law, as the same may be amended from time to time.
CERTIFICATION

The undersigned, being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of Cricket Reel Homeowners Association, Inc., is true and correct.

Charles W. Johnson, Registered Agent

STATE OF INDIANA )
COUNTY OF HANCOCK ) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 23rd day of November, 1993.

Signature: 
Printed: Patsy A. Tipton

Resident of Hancock County

Prepared by Jeffrey D. Linton, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.
Secondary Plan
Section Two
Cricket Reel
SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS OF CRICKET REEL

THIS SUPPLEMENTAL DECLARATION (the "Supplemental Declaration") is made this 25th day of November, 1988, by CRICKET REEL CORPORATION, an Indiana corporation (hereinafter referred to as "Declarant" or "Developer"), and

WITNESSES:

WHEREAS, Developer is the sole owner in fee simple of all of the lands contained in the area described in Exhibit A (description of Section I only), attached hereto and made a part hereof, (the "Real Estate"); and

WHEREAS, Developer is developing the Real Estate and certain surrounding lands within the tract described in the attached Exhibit B (overall description), upon which Developer or its assigns may, but is not obligated to, construct residential facilities which shall be known as the "Cricket Reel Subdivision" ("Cricket Reel" or the "Development") and which shall be platted by Developer in sections from time to time;

WHEREAS, the Real Estate has been platted by Developer as Section I of the Cricket Reel Subdivision with Dedication and Plat Restrictions which run with the land comprising Cricket Reel which was recorded on July 12, 1988 as Instrument No. 854420 in the Office of the Recorder of Hancock County, Indiana (which, by this reference, is incorporated herein and, together with the plats of the future sections of the Cricket Reel Subdivision to be recorded from time to time, are collectively referred to as the "Plat Declaration"); and

WHEREAS, Developer desires to subject the Development to certain covenants and restrictions (the "Restrictions") in addition to those set forth in the Plat Declaration in order to further assure that the development and use of the various lots in Cricket Reel are harmonious and do not adversely affect the value of surrounding Lots on the Development; and

WHEREAS, Developer desires to provide for maintenance of the Easement Areas and Common Areas, which includes any retention/detention ponds, and improvements located or to be located in Cricket Reel, which are of common benefit to the Owners of the various Lots within said subdivision, and to that end desires to establish certain obligations on said Owners and a system of assessments and charges upon said Owners for certain maintenance and other costs in connection with the operation of Cricket Reel.

NOW, THEREFORE, Developer hereby declares that all of the platted Lots and lands located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said Lots situated therein. All of the Restrictions shall run with the land and shall be binding upon Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and
to the real property or any part of parts thereof subject to such Restrictions, and shall
inure to the benefit of Developer's successors in title to the Development, or any part
thereof. Developer specifically reserves unto itself the right and privilege, prior to the
recording of the plat by Developer of a particular lot or tract within the Development as
described in Exhibit B, to exclude any real estate as shown from the Development, or to
include additions, real estate. To the extent any of the provisions of this Supplemental
Declaration conflict with the provisions of the Plat Declaration, the provisions of this
Supplemental Declaration shall supersede such provision of the Plat Declaration.

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined shall have the respective
meanings assigned thereto in the Plat Declaration. In addition, the following are
definitions of terms as they are used in this Declaration (which, for purposes hereof shall
supersede any different definition of such term in the Plat Declaration).

(i) "Architecture Committee" shall mean the Cricket Reel
Architecture Committee, composed of three (3) members appointed by
Developer who shall be subject to removal by Developer at any time with or
without cause. Any vacancies from time to time existing shall be filled by
appointment of Developer until such time as the subdivision is completely
developed, at which time the Association shall appoint from its membership
the members of this Architecture Committee.

(ii) "Assessment" means the share of the Common Expenses imposed
upon each Lot, as determined and levied pursuant to the provisions of
paragraph 8 herein.

(iii) "Association" shall mean the "Cricket Reel Homeowners
Association, Inc.", or an organization of similar name, its successors and
assigns which has been or shall be created as an Indiana not-for-profit
corporation and its membership shall consist of lot owners who pay mandatory
assessments for Common Expenses and the cost of such other services as
may be desired for the common benefit of all Owners.

(iv) "Common Area" shall mean those areas set aside for convenience
to the Association, designated as such on the plats and as described in Section
30 of the Plat Declaration.

(v) "Common Expense" means the actual and estimated cost to the
Association for maintenance, management, operation, repair, improvement, and replacement of Common Area, Common Property, or Easement Area, snow removal and trash removal (to the extent, if any, provided by the Association), taxes assessed against any Common Area, Common Property, or Easement Area, and any other cost or expense incurred by the Association for the benefit of the Common Area, Common Property, or Easement Area, and shall also include the costs of Insurance as required herein. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system, street lights, or other improvements constructed by Developer.
(vi) "Common Property" means all real and personal property which is in the nature of common or public improvements or areas, in which is located in, upon or under the Common Areas, easements or streets within Cricket Reel. Without limiting the generality thereof, Common Property shall include, to the extent not publicly dedicated, all streets, curves, water mains, fire hydrants, the drainage system, the sewage system, street lights and street signs, public sidewalks, lakes, retention ponds, parks, and open spaces.

(vii) "Declarations" means this Supplemental Declaration and the Plat Declaration, collectively.

(viii) "Developer" or "Declaratant" means Cricket Reel Corporation, an Indiana corporation or any other person, firm, corporation or partnership which succeeds to the interest of Cricket Reel Corporation as developer of Cricket Reel.

(ix) Easement Area shall mean those areas set aside for and included within the boundaries of one or more lots and designated as an easement on the plat of Cricket Reel, which includes the landscaping areas, various easements for utilities, sewers, storm drainage, and retention/detention ponds.

(x) "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation; provided, however, that the Declaratant shall be deemed the owner with respect to any Lot during the period of initial construction of a residence thereon, the period prior to the initial sale thereof during which the residence is not being used for residential purposes and during the period such residence is being used for model/sales purposes.

2. ARCHITECTURE COMMITTEE.

A. Powers of Architecture Committee.

(i) In General. No dwelling, building structure or improvement of any type or kind shall be repaired, constructed or placed on any Lot in the Development, and no existing trees shall be removed, without the prior approval of the Architecture Committee. Such approval shall be obtained only after written application has been made to the Architecture Committee by the Owner of the Lot requesting authorization from the Architecture Committee. Such written application shall be in the manner and form prescribed from time to time by the Architecture Committee, and shall be accompanied by one (1) complete set of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, such property and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or
Information which the Architecture Committee may require. All plans and drawings required to be submitted to the Architecture Committee shall be drawn to such scale as the Architecture Committee may require. There shall also be submitted, where applicable, the permits or plot plans which shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for any required permits shall bear the stamp or signature of the Architecture Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Architecture Committee may refuse to grant permission to remove trees, paint, construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(b) The design or color scheme of a proposed repainting or improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, or proposed tree removal, wood, in the opinion of the Architecture Committee, be contrary to the interests, welfare or rights of all or any part of the other Owners.

(iii) Developer Improvements. The Architecture Committee shall have no powers with respect to any improvements or structures errected or constructed by the Developer (or any builder if Developer has approved the plans thereof).

B. Duties of Architecture Committee. The Architecture Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it one (1) copy of submitted material shall be retained by the Architecture Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval. If the Architecture Committee fails to act upon any plans submitted to it for approval within said thirty (30) day period, such failure shall be deemed approval and the Owner may then proceed with the proposed improvements in accordance with the plans submitted.

C. Liability of Architecture Committee. Neither the Architecture Committee nor any agent thereof, nor Developer shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it nor for any defects in any work done according thereto.

D. Inspection Time for Completion. The Architecture Committee may inspect work being performed with its permission to assure compliance with these restrictions and applicable regulations. Upon receipt of approval from the Architecture Committee, each Owner shall, as soon as practicable, satisfy or cause to be satisfied all conditions therefor and diligently proceed with the
commencement and completion of all approved construction. If work is not substantially completed within eighteen (18) months of the date of such approval, or such longer period as the Architecture Committee may approve prior to the expiration of such eighteen (18) month period, then the approval of the plan for such work shall terminate automatically without further notice from the Architecture Committee, and such owner shall not commence or continue such construction without further approval of the Architecture Committee obtained in the manner of the initial approval as provided herein.

E. Remedies for Failure to Obtain Approval. In the event any changes or improvements are made to any structures on any Lot without first obtaining the approval of the Architecture Committee as required herein, the association and the Architecture Committee shall have the enforcement rights set forth herein and may require any changes or improvements undertaken or installed without the approval of the Architecture Committee to be removed or renovated by whatever means the association and/or the Architecture Committee deem appropriate, with the costs thereof, including reasonable attorneys’ fees, to become a lien against the Defaulting Owner’s Lot.

3. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

A. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Additionally, the Association, and/or members therein, may be members in any one or more umbrella or joint homeowner’s associations if any, composed of associations and/or members from surrounding areas.

B. Classes of Membership. The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no such event shall more than one vote be cast with respect to any Lot.

C. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association’s By-Laws. The Board of Directors shall manage the affairs of the Association. The initial Board of Directors shall be appointed by Developer and shall manage the affairs of the Association until Developer transfers control of the Association to the Owners as required herein.

D. Professional Management. No contract or agreement of the Association for professional management of the Association nor any contract of the Association with Developer shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause without any termination fee by written notice of ninety (90) days or less.

E. Responsibilities of the Association. The Association is hereby authorized to act and shall act on behalf of, and in the name, place, and stead of, the individual Owners in all matters pertaining to the maintenance, repair, and replacement of the Common Area, Common Property and Easement Areas, the determination of Common Expenses, the collection of annual and special
Assessments, and the granting of any approvals whenever and to the extent called for by the Declarations for the common benefit of all such Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declarations. Neither the Association nor its officers or authorized agents shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declarations or for any failure to take any action called for by the Declarations, unless such act or failure to act is in the nature of a willful or reckless disregard of the rights of the Owners or in the nature of willful, intentional, fraudulent, or reckless misconduct. The Association shall, to the extent deemed necessary by the Board of Directors, procure and maintain casualty insurance for the Easement Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services if the Association deems such services necessary or advisable in the future. In the event the Association enters into any contracts while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

F. Transfer of Control of Association. Developer must transfer control of the Association to the Owners no later than the earlier of (a) four (4) months after three-fourths (3/4) of the Lots in Cricket Reel have been conveyed to Owners or (b) ten (10) years after the date the first Lot is conveyed to an Owner in the Development.

G. Mortgagors’ Rights. The Mortgagors have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagor or Mortgagess making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Snow Removal. The Association shall not be required to provide snow removal services prior to the date Declarant turns over control of the Association to the Owners in accordance herewith. The Developer anticipates that this service for the Development will be provided by the City of Greenfield and this restrictive right of the Association to contract for the private provision of such services shall only apply if a majority of Owners have approved the same. If the Owners elect to provide for snow removal services, the cost of snow removal in excess of amounts budgeted therefor shall be paid by the Owners on a pro-rata share basis by a Special Assessment. In the event the Association enters into contracts for snow removal while Declarant controls the Association or prior to the sale by Declarant of the last Lot it owns in the Development, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

I. Trash Removal. The Developer anticipates that each individual Owner will independently arrange for trash removal service. However, in order to preserve the value of Lots in the Development and to promote the health and safety
of the Owners, the Association may designate a particular trash collection day and/or designate a trash collection service to be used by the Owners at any time after Declarant turns over control of the Association in accordance hereinafter. Unless Declarant elects otherwise, the cost of such trash collection service shall be borne by the individual Owners in the Development, but in any event after Declarant turns over control of the Association the Owners may agree to a master contract for such service by the Association with the cost thereof to be paid for through regular assessments.

J. The Association shall be primarily responsible for the maintenance of the Common Area, Common Property, the landscaping Easement Areas and the retention/detention pond or lake Easement Areas in a clean, orderly and well-groomed condition and the Association and its agents shall have the right to enter upon the Common Area, Common Property, the Easement Areas at all reasonable times in order to fulfill this primary responsibility.

4. INSURANCE.

A. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Easement Areas, the Common Area and the Common Property as the Board of Directors deem appropriate.

B. The Association also shall obtain comprehensive public liability insurance together with Workmen’s Compensation Insurance, employers liability insurance, and such other liability insurance, with such coverages and limits, as the Board of Directors deem appropriate. All such policies of insurance, if any, shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, the Developer, any Managing Agent, their respective employees and agents, or the Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies, if any, shall name the Association, for the use and benefit of the Owners, as the insured; shall provide that the coverage thereunder is primary even if an Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Owner and Mortgagor, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name FHLMC and all Mortgagors as mortgagees; and shall prohibit any cancellation or substantial modification of coverage without at least ten (10) days’ prior written notice to the Association and to the Mortgagors. Such insurance shall insure to the benefit of each of each Individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessors of any Owners, shall have the right to recover losses insured for their benefit.

C. A professional management firm must provide insurance to the same extent as the Association would be required to provide if it were managing its own operation and must submit evidence of such coverage to the Association.
D. Each Owner shall be solely responsible for loss of or damage to the
improvements and his personal property located on his Lot, however caused. Each
Owner shall be solely responsible for obtaining his own insurance to cover any such
loss and risk.

E. Neither the Developer, Declarant, the Association, the Board of
Directors nor any officers, shareholders, employee or agent of any of the foregoing
shall be held liable or otherwise subject to any claims for damages in the event the
discretion to obtain insurance permitted by the Declarations is exercised or not
exercised.

5. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of the Assessments. The Assessments levied by the Association
shall be used exclusively for the purpose of preserving the values of the Lots within
Cricket Reel, as the same may be platted from time to time, and promoting the
health, safety, and welfare of the Owners, users, and occupants of the same and, in
particular, for the improvement, repairing, operating, and maintenance of the
Easement Area, the Common Area the Common Property the Common Area
and the Common Property required to be maintained by the Association, including,
but not limited to, the payment of taxes and Insurance thereon, if any, for the cost
of labor, equipment, material, and management furnished with respect to the
Easement Area, the Common Area and the Common Property and any and all other
Common Expenses. Each Owner hereby covenants and agrees to pay to the
Association:

(i) A Pro-rate Share (as hereinafter defined) of the annual
Assessments fixed, established, and determined from time to time as
hereinafter provided.

(ii) A Pro-rate Share (as hereinafter defined) of any Special
Assessments fixed, established, and determined from time to time, as
hereinafter provided.

B. Pro-rate Share. The pro-rate share of each Owner for purposes of this
paragraph shall be the percentage obtained by dividing one by the total number of
Lots shown on the plat or plats of Cricket Reel, as the same may be recorded from
time to time.

C. Liability for Assessments. Each Assessment, together with any interest
thereon and any costs of collection thereof, including attorneys' fees, shall be a
charge on each Lot and shall constitute a lien upon each Lot from and after the due
date thereof in favor of the Association. Each such Assessment, together with any
interest thereon and any costs of collection thereof, including attorneys' fees, shall
also be the personal obligation of the Owner of each Lot at the time when the
Assessment is due. However, the sale or transfer of any Lot pursuant to mortgage,
foreclosure or any proceeding in lieu thereof shall extinguish the lien of such
Assessments as to payments which become due prior to such sale or transfer. The
lien for any Assessment shall for all purposes be subordinate to the lien of any
Mortgagee whose mortgage was recorded prior to the date such Assessment first
became due and payable. No sale or transfer shall relieve such Lot from liability
for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability hereby imposed. The personal obligation for delinquent Assessments shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board of Directors of the Association shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses for the coming fiscal year, together with a reasonable allowance for contingencies and reserves as the Board of Directors deems appropriate for periodic repair and replacement of the Easement Area, Common Property and Common Area. A copy of this budget shall be delivered to each Owner within thirty (30) days prior to the beginning of each fiscal year of the Association. Notwithstanding anything contained in the Declarations to the contrary, during the period that the Developer is in control of the Association, no allowance for contingencies or reserves are required to be assessed, levied, collected or held by the Association.

E. Basis of Special Assessments. Should the Board of Directors of the Association at any time during the fiscal year determine that the Assessments levied for such year may be insufficient to pay the Common Expenses for such year, the Board of Directors shall call a special meeting of the Association to consider imposing such special Assessments as may be necessary for meeting the Common Expenses for such year. A special Assessment shall be imposed only with the approval of a majority of the Owners, and shall be due and payable on the date(s) determined by such Owners, or if not so determined, then as may be determined by the Board of Directors.

F. Fiscal Year Date of Commencement of Assessments Due Dates. The fiscal year of the Association shall be the calendar year and may be changed from time to time by action of the Association. The annual Assessments on each LOT in Cricket Field shall commence on the first day of the first month following the month in which Declarant first conveys ownership of any LOT to an Owner or provided, that if any LOT is first occupied for residential purposes prior to being conveyed by Declarant, full Assessments shall be payable with respect to such LOT commencing on the first day of the first month following the date of such occupancy. The Declarant shall have the right, but not the obligation, to make up any deficit in the budget for the Common Expenses for any year in which Declarant controls the Association, subject to its right to be reimbursed therefor as provided herein. The first annual Assessment shall become due and payable on the date of initial transfer of title to a LOT to the Owner thereof. If such transfer occurs during the first six (6) months of the fiscal year, the Owner shall be assessed a full year's Assessment. If such transfer is made in the second six (6) months of the fiscal year, the Owner shall be assessed a pro rata share of the Assessment based upon the number of months remaining in the fiscal year provided, however, that if such transfer occurs in the last three (3) months of the fiscal year, the Owner shall not be liable for any portion of the Assessment for that fiscal year of the Association. The annual Assessment for each year after the first assessment year shall be due and payable on the fifteenth day of the first month of each fiscal year of the Association. Annual Assessments shall be due and payable in full as of the above date, except that the Board of Directors may from time to time by resolution
authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments.

G. Duties of the Association.

(i) The Board of Directors of the Association shall cause proper books and records of the levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each and every Lot and each Assessment applicable thereto, which books and records shall be kept in the office of the Association and shall be available for the inspection and copying by each Owner (or duly authorized representative of any Owner) at all reasonable times during regular business hours of the Association. Except as may be otherwise provided in the Association's By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagor upon request. The Board of Directors of the Association shall cause written notice of all Assessments levied by the Association upon the Lots and upon the Owners to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the Installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special Assessments shall be sent as promptly as practicable and in any event not less than thirty (30) days prior to the due date of such Assessment or any Installment thereof. In the event such notice is mailed less than thirty (30) days prior to the due date of the Assessment to which such notice pertains, payment of such Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company, or Mortgagor a certificate in writing signed by an officer of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Lot in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

(iii) The Association shall notify any Mortgagor from which it has received a request for notice: (a) of any default in the performance of any obligation under this Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of Cricket Beel or the Lot securing its mortgage; (c) of any lapse, cancellation, or material modification of any insurance policy or fidelity bond required to be maintained by the Association; and (d) proposed action which requires the consent of the Mortgagor or a specified percentage thereof, as set forth in the Declaration.
II. Non-payment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Lot against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Lot as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner and all future successors and assigns of such Owner in such Lot, provided, however, that such lien shall be subordinate to any mortgage on such Lot recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Lot is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and to foreclose the lien against said Owner's Lot, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and in the event a judgment is obtained, such judgment shall include such interest, costs, and attorneys' fees.

I. Adjustments. In the event that the amounts actually expended by the Association for Common Expenses in any fiscal year exceed the amounts budgeted and assessed for Common Expenses for that fiscal year, the amount of such deficit shall be carried over and become an additional basis for Assessments for the following fiscal year, except that so long as the Declarant controls the Association, Declarant may, in its sole discretion, make up such deficits provided, however, that Declarant shall be reimbursed by the Association for such funded deficits, together with interest at 10% per annum until so reimbursed, from available surpluses in later years or through a special assessment at the time of transfer of control of the Association to Owners. Thereafter, such deficit may be recouped either by inclusion in the budget for annual Assessments or by the making of one or more special assessments for such purpose, at the option of the Association. After Declarant turns over control of the Association as required herein, in the event that the amounts budgeted and assessed for Common Expenses in any fiscal year exceed the amount actually expended by the Association for Common Expenses for that fiscal year, a Pro-rata Share of such excess shall be a credit against the Assessment(s) due from each Owner for the next fiscal year(s) provided that Declarant shall first be reimbursed for deficits previously paid as required above before such excess shall be so credited to Owners.

J. Initial Assessments. During the first year following the date of recordation of the Declaration for Section I of Cricket Reel, the total Assessments per Lot per year shall not exceed One Hundred Eighty Dollars ($180.00). In each year thereafter, the total Assessments per Lot per year shall not be increased by more than twelve percent (12%) over the prior year, until such time as the Declarant relinquishes control of the Association. In no event shall the annual Assessments exceed Two Hundred Fifty Dollars ($250.00) per year per Lot without
the approval of a majority of the Owners; provided, however, that said maximum amount may be increased by no more than five percent (5%) per year by the Board of Directors without such consent.

K. Notice and Quorum for Any Action to Increase Assessments. Written notice of any meeting called for the purpose of increasing the regular or special Assessments of the Associations shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty percent (50%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be twenty-five percent (25%) of Owners or of proxies. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Nothing contained in this paragraph shall be construed to limit the ability of the Developer or the Board of Directors to increase Assessments up to the amounts permitted by paragraph 4(i) hereof.

L. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed of lien thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

6. REMEDIES.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, Association and any Owner within Cricket Reel, may proceed at law or in equity to prevent the occurrence of continuation of any violation of these Restrictions, but neither Developer nor Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or obey any of these Restrictions.

B. Government Enforcement. The Greenfield City Plan Commission ("Plan Commission"), its successors and assigns, shall have no right, power, or authority, to enforce any covenants, commitments, restrictions, or other limitations contained herein other than those covenants, commitments, restrictions, or limitations that expressly run in favor of the Plan Commission provided further, that nothing herein shall be construed to prevent the Plan Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of the plats of Cricket Reel by the Plan Commission.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.
7. EFFECT OF BECOMING AN OWNER. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of the such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

8. TITLES. The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

9. DURATION AND AMENDMENT. This Supplemental Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each. In perpetuity, unless as of the end of any term both the Owners of ninety percent (90%) of the Lots and the Mortgagess of at least ninety percent (90%) of the Lots vote to terminate this Supplemental Declaration, in which case this Supplemental Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by this Supplemental Declaration shall be perpetual unless otherwise expressly indicated herein.

A. The Association shall have the right to amend this Supplemental Declaration at any time, and from time to time, upon the recommendation of an amendment to the Association by its Board of Directors, and the subsequent approval of such amendment by both the Owners of at least seventy-five percent (75%) of the Lots and ninety percent (90%) of the Mortgagess; provided, however, that any such amendment of this Declaration shall require prior written approval by the Developer so long as Developer owns any Lots within Cricket Reel. Each such amendment must be evidenced by a written instrument, signed and acknowledged by duly authorized officers of the Association, and by Developer when their approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the office of the Recorder of Marlon County.

B. Developer hereby reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer without the approval of any other person or entity, in order to bring this Supplemental Declaration of Cricket Reel into compliance with the requirements of any public agency having jurisdiction thereof, or of any agency guaranteeing, insuring, or approving mortgages, so long as Developer owns any Lots within Cricket Reel provided that Developer shall not be entitled to make any amendment...
which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Supplemental Declaration to any Owner or substantially increases the obligations imposed by this Supplemental Declaration on any Owner. Declarant further reserves the right to make such amendments to this Supplemental Declaration as may be deemed necessary or appropriate by Developer.

C. Subject to the other requirements of this paragraph 9, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) or Owners (other than the Developer) of the Lots have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Easement Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area, Common Property Easement Area by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(iii) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof; pertaining to the architectural design or the exterior appearance of the residences, the exterior maintenance of the residences, the maintenance of the Easement Area, or the upkeep of lawns and plantings in the Development;

(iv) use hazard insurance proceeds for losses to any of the Common Area, Common Property or Easement Area other than for the repair, replacement or reconstruction of the Common Area, Common Property or Easement Area.

10. RIGHTS OF MORTGAGEES. Except to the extent otherwise provided in paragraph 9(L), no breach of this Supplemental Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Development provided, however, that if all or any portion of said Development is sold under a foreclosure of any mortgage, any purchaser at such sale and his successors and assigns shall hold any and all land so purchased subject to this Supplemental Declaration. Notwithstanding any other provision of this Supplemental Declaration, neither the Owners nor the Association shall have any right to make any amendment to the Declarations or Articles and By-Laws of the Association which materially impairs the rights of any Mortgagee holding, insuring, or guaranteeing any mortgage on all or any portion of the Development at the time of such amendment.
11. EXPANSION OF SUBDIVISION.

A. Method and Scope of Expansion. Developer, at its option, and from time to time, may expand Cricket Reel to include all or any parts of the tract described in the attached Exhibit B, by the addition of further sections consisting of one (1) or more Lots and any Common Property, Common Area and/or Easement Area which in the discretion of Developer is appropriate for addition with such sections. Such further sections, if added, shall be added by the recording of a plat of such section, consistent in detail and layout with the plats of sections previously recorded, which plat shall specifically reference this Supplemental Declaration and the Plat Declarations, and by such reference, such plat shall be subject to the terms and provisions hereof and of the Plat Declarations to the same extent as if the same were originally subject hereto as a part of the property described in Exhibit A hereto and in the Plat Declarations.

B. Future Improvements. All buildings, streets, and other improvements in all additional sections shall be consistent in quality of construction with the section(s) already in Cricket Reel as of the date of this Supplemental Declaration.

12. SEVERABILITY. Every provision of this Supplemental Declaration is hereby declared to be independent of, and severable from, the other provisions hereof and of and from every combination of the provisions hereof. Therefore, if any of the provisions hereof shall be held to be invalid or to be unenforceable or to lack the quality of "running" with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the provisions hereof.

IN WITNESS WHEREOF, witness the signature of Developer this 14th day of November, 1988.

CRICKET REEL CORPORATION

By: Leslie J. Barr, President
STATE OF INDIANA  
COUNTY OF HANCOCK 

Before me, a Notary Public in and for said County and State, personally appeared Leslie J. Barr, the President of Cricket Reel Corporation, who acknowledged execution of the foregoing Supplemental Declaration of Covenants and Restrictions of Cricket Reel as such officer acting for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 17th day of November, 1988.

[Signature]

RORSTARY DOWLING
Printed Name NOTARY PUBLIC

My Commission Expires: April 11, 1991

HANCOCK

This instrument was prepared by Jeffrey D. Linton, ICE MILLER DONADIO & O'YAN, One American Square, Box 22081, Indianapolis, Indiana 46202.