WHEREAS, DJM Company, Inc., an Indiana Corporation, ("Grantor") owns certain real property herein described; and

WHEREAS, Grantor has improved or will improve such property by erecting four (4) buildings containing twenty-seven (27) living units to be known as Harrison Square Condominiums, in accordance with the plans and specifications on record in the Office of the Recorder of Marion County, Indiana as File Number 85-79441; and

WHEREAS, Grantor establishes by this Declaration a plan for the individual ownership of the real property estate, consisting of the area or space contained in each of the units in the multi-family structures, and the co-ownership by the individual and separate owners thereof ("Owners"), as tenants in common, of all of the remaining real property ("Common Areas and Facilities"); to be governed by the provisions of Indiana Horizontal Property Law as now or hereafter amended;

NOW THEREFORE, Grantor, as fee owner of the real property described in Exhibit "A" hereto ("Property"), hereby submits the Property to the provisions of Indiana Horizontal Property Law and makes the following declaration as to division, covenants, restrictions, limitations, and uses to which the Property may be put. This Declaration shall constitute covenants to run with
the land and shall be binding upon Grantor, its successors and assigns, and upon all subsequent owners of all or any part of the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. **Creation.** Grantor, in order to establish a plan of condominium ownership for the Property covenants and agrees that it divides the Property into the following separate freehold estates:

   (a) Twenty-seven (27) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each residential unit in the structure, including the garage ("Residences").

   (b) Common areas serving exclusively one or more, but less than all of the Residences, including walkways, fences, exterior surfaces and associated fixtures of doors, windows and entryways and any other areas so designated on the Plans ("Limited Common Areas").

   (c) The remaining portion of the real property, including the four multifamily structures and the Property, the land, roofs, main walls, slabs, unassigned parking spaces, community facilities, water tanks, trees, pavement, balconies, pipes, wires, conduits, air conditioners, ducts, and public utility lines ("Common Area and Facilities").

2. **Interest in Common Areas.** For purposes of this Declaration the ownership of each Residence shall include the respective undivided interest in the common areas and facilities specified in paragraph 1(c), and each Residence, together with the undivided interest in the common areas and facilities attributable thereto, shall be referred to herein as a "Condominium Unit."

3. **Description of Building and Unit.** There are four (4) two-story buildings containing a total of 27 individual residences and six garage spaces. The twenty-seven (27)
individual residences and six garage spaces established and to be individually conveyed are described as follows:

<table>
<thead>
<tr>
<th>Unit</th>
<th>Unit Type</th>
<th>Baths</th>
<th>Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1304 N. Alabama Street</td>
<td>A</td>
<td>Studio/1</td>
<td>639</td>
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<tr>
<td></td>
<td>B</td>
<td>Studio/1</td>
<td>639</td>
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<tr>
<td></td>
<td>C</td>
<td>Studio/1</td>
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<td>D</td>
<td>Studio/1</td>
<td>639</td>
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<td>E</td>
<td>Studio/1</td>
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<td>F</td>
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<td></td>
<td>H</td>
<td>Studio/1</td>
<td>656</td>
</tr>
<tr>
<td>1322 N. Alabama Street</td>
<td>A</td>
<td>Studio/1</td>
<td>639</td>
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<td>B</td>
<td>Studio/1</td>
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<tr>
<td>224 E. 13th Street</td>
<td>A</td>
<td>Studio/1</td>
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<td>B</td>
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<td>Studio/1</td>
<td>656</td>
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<tr>
<td>1321 N. Hudson Street</td>
<td>1</td>
<td>Garage</td>
<td>262</td>
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<td>2</td>
<td>Garage</td>
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<tr>
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<td>3</td>
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<td>6</td>
<td>Garage</td>
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<td>A</td>
<td>Studio/1</td>
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<td>B</td>
<td>Studio/1</td>
<td>618</td>
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<tr>
<td></td>
<td>C</td>
<td>Studio/1</td>
<td>618</td>
</tr>
</tbody>
</table>
4. Allocation of Percentage Interest in Common Areas. The undivided interest in the Common Areas and Facilities established herein that shall be included in and conveyed with each respective Residence is as set out in the floor plans as referenced above. Such respective undivided interests, established and to be conveyed with the respective Residences, cannot be changed except upon agreement of all the Owners and the recording of an amendment hereto, duly signed and acknowledged, and Grantor, its successors and assigns covenant and agree that the undivided interests in the common areas and facilities, and the fee titles to the respective Residences conveyed therewith, shall not be separated or separately conveyed, and that each undivided interest shall be deemed to be conveyed or encumbered with its respective Residence even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Residence.

5. Allocation of Percentage Interest for Assessments and Voting. The proportionate shares of the separate Owners of the respective Residences in the profits and common expenses of the Common Areas and Facilities, as well as the proportionate representation for voting purposes in the Association of Owners established herein, is based on the ratio that the square footage of each Residence bears to the total square footage of all Residences. The square footage of the respective Residences, their respective interests for voting purposes, and their proportionate shares in the common profits and expenses, is set out in the floor plans as referenced above.
6. **Exhibits To Be Part of Declaration.** Exhibits A and B, together with the condominium floor plans of the Property, attached hereto and made a part hereof as "Exhibit C", and the Articles and By-laws of the Harrison Square Condominium Owners Association, Inc. attached hereto and made a part hereof as "Exhibit D" shall be considered to be a part of this Declaration for all purposes; provided, however, that this shall not be deemed to preclude amendment of the By-laws in accordance with the terms thereof.

7. **Rights, Obligations, and Duties of Unit Owners.** Grantor, its successors, and assigns, by this Declaration, and all future owners of the Condominium Units, by their acceptance of their deeds, covenant and agree as follows:

(a) The common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.

(b) The Residences shall be occupied and used by the respective Owners only as private dwellings for the Owner's family, tenants, and social guests, and for no other purpose.

(c) The Owner of the respective Residence shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective residence space, nor shall the Owner be deemed to own pipes, wires, conduits, or other public utility lines running through the respective Residence.
which are utilized for or serve more than one residence, except as tenants in common with the other residence owners as herein provided. The owner, however, shall be deemed to own the walls and partitions which are contained within such owner's respective residence, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including but not limited to, plaster, paint, and wallpaper.

(d) The owners of the respective residences agree that if any portion of the common areas and facilities encroaches thereon, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event either multifamily structure is partially or totally destroyed, and then rebuilt, the owners of residences agree that minor encroachment of parts of the common areas and facilities due to such construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.

(e) An owner of a residence shall automatically, upon becoming owner, be a member of the harrison square condominiums owners association, Inc., an Indiana Not-for-Profit Corporation ("association"), and shall remain a member until such time as his ownership ceases for any reason, at which time his membership shall automatically terminate.

(f) The owners of residences covenant and agree that the administration of the condominium shall be in accordance with the provisions of this declaration and the articles and by-laws of the association attached as "exhibit D".

(g) Each owner, tenant, or occupant of a residence shall comply with the provisions of this declaration, the articles and by-laws, as those may from time to time be amended, and decisions and resolutions of the association or its representative. Failure to pay assessments for common expenses, or failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action for damages or for injunctive relief, or both.

(h) This declaration shall not be revoked except upon unanimous consent of all owners and mortgagees of all residences; nor shall this declaration be changed or amended except upon unanimous consent of owners and mortgagees of all residences. No such revocation or
amendment shall be effective until an instrument evidencing such revocation or amendment has been duly recorded.

(i) No Owner of a Residence may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Residence.

(j) Real Estate taxes are to be separately assessed and taxed to each Residence, and each Owner shall pay promptly when due the real estate taxes attributable to such Residence.

(k) Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as part of the Common Expense.

(l) Each Owner of a Residence shall prepay to the Corporation at the time of the conveyance to such Owner an amount equal to thirteen (13) monthly installments of the amount required to pay such Owner's pro-rata portion of the master casualty insurance policy provided for by paragraph 14 hereof based upon the budget for the current fiscal year and the Owner shall maintain such prepayment at all times.

8. Lien for Unpaid Assessments. All sums assessed by the Association but unpaid for the share of the Common Expense chargeable to any Residence shall constitute a lien on such Residence prior to all other liens, except only: (1) tax liens in favor of any unit of government or special taxing districts; and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by the Board of Directors, or its agent, acting on behalf of the Owners in the same manner as a mortgage of real property, as provided in the Indiana Horizontal Property Law. In any such foreclosure the Owner of the Residence subject to such lien shall be required to pay a reasonable rental for the
Residence, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, or its agent, acting on behalf of all the Owners shall have the authority to bid at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Residence. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

9. Fast Due Assessments Where Title Acquired by Foreclosure or Deed in Lieu of Foreclosure. Where the mortgagee under a first mortgage of record or other purchaser obtains title to a Residence as a result of foreclosure of the first mortgage, or by receipt of a deed in lieu of foreclosure, such purchaser, his successors and assigns, shall not be liable for common expenses or assessments by the Association chargeable to such Residence which became due prior to the acquisition of title. Such unpaid expenses or assessments shall be deemed to be common expenses collectible from all of the Owners of Residences including such new Owner.

10. Fast Due Assessments Where Title Acquired by Voluntary Conveyance. In a voluntary conveyance of a Residence the grantee shall be jointly and severally liable with the Grantor for all unpaid assessments to the time of the grant or conveyance. Such joint liability shall be without prejudice to the grantee's right
to recover from the Grantor amounts paid by the grantee thereof. Such grantee shall be entitled to a statement from the Board of Directors of the Association or its agent setting out the amount of the unpaid assessments and such grantee shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid assessments in excess of the amount stated therein.

11. **Rental.** The Residences shall not be rented by the Owners thereof for transient or hotel purposes, which purposes are defined as rental for any period less than thirty (30) days. Subject to this restriction, Owners of the respective Residences shall have the absolute right to lease such Residences, provided that any such lease is made subject to the covenants and restrictions herein contained and to the Articles and By-Laws attached hereto.

12. **Destruction of Property.** In the event the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be subject to the applicable provisions of the Indiana Horizontal Property Act then in effect.

13. **Acts of Association Binding on Owners.** All agreements, resolutions and other actions lawfully taken by the Association shall be deemed to be binding on all Owners, their successors and assigns.

14. **Insurance.** The Board of Directors shall procure a
policy of insurance, covering loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Areas and Facilities, as those are defined in the Declaration.

The Board shall purchase a comprehensive public liability policy in such amount as may be determined by the Board, to protect the Corporation, Board, Officers, management agent, if any, and all other agents or employees against liabilities arising in connection with the ownership, use, existence, or management of the property.

Such comprehensive casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer waives its right to subrogation as to any claim against the Association, the Board of Managers, its agents and employees, Owners, their respective agents and guests. 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 any additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his Residence, however, caused including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property, and the Association shall have no liability to any Owner for loss or damage to the contents of any Residence.
15. **Reservation of Rights by Grantor.** Grantor reserves the right to change the interior design and arrangement of all Residences and to alter the boundaries between them so long as Grantor owns the Residences so altered. If Grantor shall make any such changes, they shall be reflected by a supplement to the plans and such supplement to the plans need not be approved by the Association or by other Owners.

16. **Amendment of Declaration.** Except as otherwise provided in this 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) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having the aggregate at least a majority of the Percentage Vote.

(c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote. In the event any Condominium Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of
its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Co-owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (ii) such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other
public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.

17. Parking Garages. An Owner of a Unit may purchase an automobile garage space which shall be permanently designated for the use of such Owner's Unit by the Board of Directors. Such exclusive use shall pass with title to the Unit for which the garage space is designated even though not expressly mentioned in the document passing title. The garage space shall be subject to such rules and regulations as the Board of Directors may adopt.

Any Owner may grant a license to any other Owner to use his garage space, provided such license shall expire when the Owner granting the license ceases to be the Owner of the Unit for which such garage space is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Directors, and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such garage space, provided, however, the Owner granting such license shall not be relieved thereby from any of its obligations regarding such garage space.

18. Covenants of Grantor. So long as Grantor, its successors and assigns, owns one or more of the Residences established and described herein, Grantor, and its successors and assigns, shall be subject to the provisions of this Declaration and the Articles and By-Laws attached hereto; and Grantor
covenants to take no action which would adversely affect the rights of the Association, the members of such Association and their successors in interest, as their interests may appear.

19. Waiver of Damages. Neither Grantor, nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to it by or pursuant to this Declaration, or in Grantor's capacity as developer, contractor, manager or seller.

20. Costs and Attorneys Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of the Act, the Declaration, the Articles, the By-laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

IN WITNESS WHEREOF, Grantor has executed this Declaration this 12th day of September, 1985, at Indianapolis, Indiana.

DJM Company, Inc.

James E. O'Connor
Oficer)
Treasurer

James E. O'Connor

Subscribed and sworn to before me a Notary Public in and for the County of Marion, State of Indiana, this 12th day of September, 1985.

Catherine J., Sec.
Printed

NOTARY PUBLIC

Sheila Suess Kennedy
Attorney-at-law 850079/441
BY-LAWS OF HARRISON SQUARE CONDOMINIUM
OWNERS ASSOCIATION

ARTICLE I. PLAN OF OWNERSHIP

Section 1.01. The buildings located at 1304 W. Alabama, 1322
N. Alabama, 224 E. 13th and 1321 N. Hudson Street, Indianapolis,
State of Indiana, known as the Harrison Square Condominiums, have
been submitted to the provisions of the Indiana Horizontal
Property Law. The provisions of these By-Laws shall be applicable
to the Horizontal Property Regime Community created by the
Declaration ("Community").

Section 1.02. All present and future owners, tenants, future
tenants, or their employees, or any other person who might use the
facilities of the Community in any manner, are subject to the
regulations set forth in these By-Laws. The acquisition or rental
of any of the Residences or the mere act of occupancy thereof,
will constitute acceptance and ratification of these By-Laws.

ARTICLE II. VOTING, MAJORITY OF OWNERS
QUORUM, AND PROXIES

Section 2.01. Voting shall be on a percentage basis, and the
percentage of the vote to which each Owner is entitled is the
percentage assigned to such owner's condominium unit in Exhibit B
to the Declaration.

Section 2.02. As used in these By-Laws, the term "majority
of owners" shall mean those owners holding fifty-one percent (51%)
of the votes in accordance with the percentages assigned in the Declaration.

Section 2.03. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a majority of Owners as defined in Section 2.02 hereof shall constitute a quorum.

Section 2.04. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An Owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative so designated, the number of units owned by the Owner, the name and address of the Owner, and shall be signed by the Owner. The Owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.01. The Owners of the units shall constitute the Harrison Square Condominium Owners Association, an Indiana Not-for-Profit Corporation ("Corporation") which will have the responsibility of administering the Community, approving the annual budget, establishing and collecting monthly assessments, and arranging for a management agent, if one is to be employed. These duties may be delegated to the Board of Directors either by the operation of these By-Laws or by duly approved resolution of
the Association. Except as otherwise provided herein or in the Declaration or the Horizontal Property Law, decisions and resolutions of the Corporation shall require approval by a majority of Owners.

Section 3.02. Meetings shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 3.03. The first annual meeting of the Corporation shall be held within thirty (30) days following the sale of the last Residence in the Community, or on the first Tuesday of October, 1986, whichever first occurs. Thereafter, annual meetings shall be held on the first Tuesday of October in each succeeding year. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 hereof, and the Owners may transact such other business of the Corporation as may properly come before them.

Section 3.04. It shall be the duty of the President to call a special meeting of the Corporation upon resolution to that effect by the Board of Directors or upon a petition signed by a majority of the owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless three-
fourths (3/4) of the Owners are present either in person or by proxy, and consent thereto.

Section 3.05. It shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least ten (10) days prior to such meeting. The mailing of notice by first class mail, or personal delivery, shall be considered notice served.

Section 3.06. If at any meeting of Owners a quorum is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.07. The order of business at all meetings of the owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceeding meeting.
(d) Reports by officers or committees.
(e) Election of directors.
(f) Unfinished business.
(g) New business.
ARTICLE IV. BOARD OF DIRECTORS

Section 4.01. The affairs of the Corporation shall be
governed by a Board of Directors composed of three (3) persons,
all of whom must be Owners.

Section 4.02. The Board of Directors shall have the powers
and duties necessary for the administration of the affairs of the
Corporation and may do all things as are not reserved to the
Owners by law or these By-Laws.

Section 4.03. In addition to any other duties imposed by
these By-Laws or by resolution of the Association, the Board of
Directors shall be responsible for the following:

(a) Care, upkeep, and surveillance of the Community and the
common areas and facilities, including disbursement of
funds from the account of the Corporation to cover
payment therefor upon a determination that such services
have been properly performed or other expenses
reasonably incurred.

(b) Collection of assessments from Owners.

(c) Employment of the personnel necessary for the
maintenance and operation of the Community and the
common areas and facilities.

(d) Obtaining adequate and appropriate kinds of insurance.

(e) Owning, conveying, encumbering, leasing, or otherwise
dealing with Residences which may be conveyed to or
purchased by it.

(f) Preparation, adoption, and distribution of the annual
budget.

(g) Adoption and amendment of rules and regulations covering
the details of the operation and use of the property.

Section 4.04. The Board of Directors may employ a management
agent, upon such terms at such compensation as may be established
by the Board, to perform such duties and services as the Board
shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law.

Section 4.05. The term of office of Directors shall be fixed at one (1) year. Directors shall hold office until their successors have been elected and have held their first meeting.

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or by a vote of the Corporation shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Corporation.

Section 4.07. At any regular or special meeting any one or more of the Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be
legally constituted, providing a majority of the entire Board shall be present.

Section 4.09. 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 the Directors, but at least three (3) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by first class mail, at least five (5) days prior to the day named for such meeting. Meetings shall be open to all Owners.

Section 4.10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director in the manner specified in Section 4.09 hereof, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 4.11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.
Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. The Board of Directors shall require that all officers responsible for Corporation funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense paid by the Corporation.

Section 4.14. The members of the Board of Directors shall be entitled to indemnification from the Corporation for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in reasonable discharge of their duties, responsibilities, and authority under these By-Laws, except for liabilities arising from willful and wanton misconduct or gross negligence. The Board of Directors shall obtain a policy of insurance, in the name of the Corporation providing such indemnification. The Board shall provide ten (10) days' notice to each owner before any payment is made to any Director under this clause.
Section 4.15. Notwithstanding anything to the contrary contained herein, the initial Board of Directors shall be made up of three persons appointed by the DJM Company, Inc. (Grantor). Such initial Board shall continue in office only until 75% of the Residences have been sold.

ARTICLE V. OFFICERS

Section 5.01. The principal officers of the Corporation shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 5.02. The Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 5.04. The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5.05. The Secretary shall keep the minutes of all meetings of the Board and the Corporation; shall have charge of
such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 5.06. The Treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositaries as may from time to time be designated by the Board of Directors.

Section 5.07. The Officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Corporation for all expenses reasonably incurred in the discharge of their duties and responsibilities.

ARTICLE VI. FINANCE AND ADMINISTRATION

Section 6.01. The Board of Directors, through the Treasurer and management agent, if any, shall keep accurate books and financial records, including, but not limited to, a detailed account of expenditures and receipts affecting the Community and its administration, and specifying the Community’s operating expenses. Such expenses shall be determined and allocated as hereinafter provided.

Section 6.02. The Board shall annually cause to be prepared and distributed to each Owner an itemized accounting of the common
expenses actually incurred and paid during the preceding year together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Section 6.03. The books and records of the Corporation, and all related documents shall be open to inspection by any Owner at all reasonable times during regular business hours.

Section 6.04. In preparing the annual budget, the Board of Directors shall include provision for reasonable anticipated expenses resulting from normal maintenance and wear and tear to the Common Areas and Facilities, any extraordinary expenses that will be required, salaries for any employees not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to administration, any reserves required under these By-Laws or deemed necessary by the Board to meet unanticipated expenses, and such other items as may be designated as expenses of the Corporation by the Declaration, the Articles, these By-Laws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained. Each unit Owner shall be provided with a copy of the annual budget at least thirty (30) days prior to its adoption by the Board.
Section 6.05. In the event of severe damage or destruction of the property by fire or other casualty, the repair, reconstruction, or disposition of the property shall be governed by the provisions of the Indiana Horizontal Property Law.

Section 6.06. The Corporation shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities. The fund shall at a minimum be equal to five percent (5%) of the current annual budget on a noncumulative basis. This fund shall be used only for major repairs and replacement of Common Areas and Facilities, and for no other purpose.

Section 6.07. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the Declaration, Articles, By-Laws, or management agreement, if any, shall, upon request of the parties thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Corporation is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of American Arbitration Association shall be applicable to any arbitration commenced
hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. Any management agreement shall contain provisions making this section applicable to all parties thereto.

Section 6.08. (a) The procedures in the event of attachment of mechanic's lien shall be governed by the Indiana Horizontal Property Law.

(b) All sums assessed by the Corporation but unpaid for the share of the common expenses chargeable to any Residence shall constitute a lien, as more particularly described in and governed by the Declaration and the provisions of the Indiana Horizontal Property Law.

ARTICLE VII. OBLIGATIONS OF OWNERS

Section 7.01. All Owners are obligated to pay monthly assessments imposed by the Corporation to meet the expenses set forth in its annual budget. The assessments shall be made pro rata in accordance with the percentage interest set forth in the Declaration.

Section 7.02.

(a) Every Owner must perform promptly all maintenance and repair work within his own Residence which, if omitted, would affect the Community in its entirety or in part and Owners are hereby made expressly responsible for any damages and liabilities caused by failure to do so.

(b) All the repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all
other accessories belonging to a Residence shall be at the Owner’s expense.

(c) An Owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any Common Area and Facility damaged through his fault or negligence.

(d) All Residences shall be utilized for residential purposes only.

(e) An Owner shall not make structural modifications or alterations within his Residence without previously notifying the Corporation in writing, through the President of the Board of Directors. The Corporation shall have the obligation to answer within ten (10) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Corporation shall provide the Owner with written reasons for the denial of its approval to make any proposed structural modification or alteration. No modifications whatsoever may be made to the Building exteriors.

(f) An Owner shall not place or cause to be placed in the lobbies, vestibules and other common areas of similar nature any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(g) An Owner shall grant the right of entry to any person authorized by the Board of Directors or the Corporation in case of any emergency originating in or threatening his Residence whether the Owner is present at the time or not.

(h) An Owner shall permit other Owners, or their representatives, when so required, to enter his Residence for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.

(i) No resident shall post any advertisements or posters of any kind on the project except as authorized by the Corporation.

(j) Residents shall exercise extreme care about making
noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

(k) Residents may not hang garments, rugs, or similar items from the windows or from any of the facades.

(l) Residents may not throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(m) No owner, resident, or lessee shall install wiring for electrical or telephone installation or television antennae, etc., on the exterior of the building or do anything which would protrude through the walls or the roof of the building.

(n) No animals other than common domestic pets may be kept in the building at any time. Dogs should be confined on a leash at all times and should be curbed.

Section 7.03. The Board may promulgate such additional rules and regulations regarding the operating of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulation and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VIII. AMENDMENTS

Section 8.01. These By-Laws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by sixty-seven percent (67%) of the Owners present and voting. In addition, if the Amendment is
(51%) of the mortgagees of units must also approve such amendments.

ARTICLE IX. MORTGAGEES

Section 9.01. An Owner who mortgages his Residence shall notify the Corporation through the President of the Board of Directors, or his designee, of the name and address of his mortgagee; and the Corporation shall maintain such information in a book entitled "Mortgagees of Condominium Units."

Section 9.02. The Corporation shall, at the request of a mortgagee of a Condominium Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE X. COMPLIANCE WITH APPLICABLE LAW

Section 10.01. Should any of these By-Laws be found to conflict with the provisions of the Indiana Horizontal Property Law, the provisions of the statute shall control.