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BILLIE J. BREAUX
MARION COUNTY AUDITOR
712455 JAN 18 08
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

DECLARATION
OF
MERIDIAN ARCH CONDOMINIUMS

This Declaration of Meridian Arch Condominiums ("Declaration"), made and entered into as of the 12th day of December, 2007, by Indiana Equity Associates, LLC, an Indiana limited liability company (the "Declarant") for itself, and on behalf of its successors, grantees, and assigns, WITNESSETH THAT:

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

WHEREAS, Declarant, by execution of this Declaration, hereby creates a Condominium upon that portion of the Real Estate hereinafter defined as the Tract, subject to the provisions of the Condominium Law and in accordance with the terms and conditions of this Declaration.

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

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

(a) "Act" means the Condominium Law of the State of Indiana, I.C. 32-25-1-1 *et seq.*, as amended. The Act is incorporated herein by this reference.

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

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

(d) "Assessments" mean the Regular Assessments and Special Assessments.

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

(f) "Building" means each structure on the Tract in which any Condominium Unit is located. The initial Building is more particularly described and identified on the Plans and in this Declaration. "Building" also includes any additional structures containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by Supplemental Declaration as herein provided, and identified in the Supplemental Declaration and on the plans filed therewith.

(g) "Bylaws" mean the Bylaws of the Corporation providing for the administration and management of the Property and restrictions on its use, as required by and in conformity with the Act, as the same may be amended from time to time. A

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true copy of the existing Bylaws is attached to this Declaration as Exhibit B and incorporated herein by this reference.

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

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

(j) "Condominium Unit" means each one of the individual units in the Building which are depicted and/or described in the Plans and in Paragraph 5 of this Declaration, and each additional individual unit which may be submitted and subjected to the Act and this Declaration by Supplemental Declaration as herein provided. "Condominium Unit" includes the undivided interest in the Common Areas and any Limited Areas appertaining to such unit.

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

(l) "Corporation" means Meridian Arch Owners Association, Inc., a not-for-profit corporation, and its successors and assigns, whose Members shall be the Owners of Condominium Units, such Corporation being more particularly described in Paragraph 12 of this Declaration.

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

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

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

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

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

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

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

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

(u) "Plans" means all floor, building and site plans and elevations of the Building and Condominium Units prepared by Browning Day Mullins Dierdorf Inc., a registered architect, under date of DECEMBER 12, 2007, and filed in the Office of the Recorder of Marion County, Indiana, all of which are incorporated herein by this reference, and any supplemental plans that are prepared and filed in connection therewith.

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

(w) "Meridian Arch" or the "Meridian Arch Condominiums" means the name by which the Property, and the Condominiums created hereby, shall be known.

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

(y) "Tract" means that portion of the Real Estate which is described on Exhibit C and depicted on Exhibit E, attached hereto and made a part hereof by this reference, and such other portions of the Real Estate which have, as of any given time, been subjected to the Act and this Declaration by an amendment or supplement to this Declaration.

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

3. Description of Buildings. There will initially be one (1) Building on the Tract which will be four (4) stories in height, plus no more than one (1) basement or underground level, and contain a total of not more than twenty-seven (27) Condominium Units, all as depicted and/or described on the Plans.

4. Legal Description. Each Condominium Unit is identified on the Plans by a Unit number. The legal description for each Condominium Unit shall consist of the Unit number as shown on the Plans, and shall be stated as "Unit ___ in Meridian Arch Condominiums, as

established by the Declaration of Meridian Arch Condominiums recorded on JAN. 18, 2008, as Instrument No. 2008-0006908 in the Office of the Recorder of Marion County, Indiana."

5. Description of Condominium Units.

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

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

6. Common Areas.

(a) Description. "Common Areas" mean (a) the Tract, (b) the foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Building, (c) halls, corridors, fire exits, lobbies, vestibules, elevators, elevator lobbies, trash chutes, HVAC and mechanical rooms, stairs, stairways, entrances and exits of the Building, if any (except those located within the interior of Condominium Units), (d) sidewalks and driveways, (e) central electricity, gas, water, air conditioning and sanitary sewer serving the Building (including those located in the interior of the Building), if any, (f) exterior lighting fixtures and electrical service lighting the exterior of the Building unless separately metered to a particular Condominium Unit, (g) pipes, ducts, electrical wiring and conduits and public utilities lines not located within any Condominium Unit or which serve more than one Condominium Unit, (h) floors, roofs and exterior perimeter walls of the Building, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit, (i) all improvements, facilities and appurtenances located outside of the boundary lines of the Condominium Units, and (j) Limited Areas, except those areas and facilities expressly classified and defined herein as part of any Condominium Unit.

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

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

(a) Balconies, awning areas/entryways, decks, patios and porches attached or adjacent to a particular Condominium Unit and designated by reference on the Plans, the deed to such Condominium Unit or any other recorded agreement between the Owner of the Condominium Unit and the Declarant or the Corporation for use by the Owner of a particular Condominium Unit shall constitute Limited Areas and be limited to the exclusive use of the Condominium Unit to which they are attached or adjacent.

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

(c) Any storage spaces or units located in the Building which are designated by reference on the Plans, the deed to a particular Condominium Unit or any other recorded agreement between the Owner of the Condominium Unit and the Declarant or the Corporation for use by the Owner of a particular Condominium Unit shall constitute Limited Areas and be limited to the exclusive use of the Condominium Unit to which such use is designated.

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

8. Ownership of Common Areas and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas, as tenants in common with all other Owners, equal to his Condominium Unit's Percentage Interest. The Percentage Interest of each Condominium Unit shall be a percentage equal to the total square footage of the particular Condominium Unit divided by the total square footage of all Condominium Units which, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and which constitute a part of Meridian Arch Condominiums. The initial Percentage Interest of each Owner in the Common Areas as calculated in accordance with this Paragraph 8 is set forth on Exhibit D attached hereto and made a part hereof. Except as otherwise provided or permitted in Paragraph 14 or elsewhere in this Declaration, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and Mortgagees and then only if in compliance with all requirements of the Act.

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

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction, settling or shifting of the Property or any other reason, any Common Area now encroaches or shall hereafter encroach upon any Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Corporation for the maintenance, use and enjoyment of such Common Area.

Each Owner shall have an easement in common with all other similarly situated Co-owners to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving his Condominium Unit. Each Owner shall have the right of ingress and egress to and from such Owner's Condominium Unit, with such right being perpetual and appurtenant to the ownership of the Condominium Unit.

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

11. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of the Co-owners.

12. Association of Owners. Subject to the rights of Declarant reserved in Paragraph 24 hereof and the obligations of the Owners, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property (exclusive of the Condominium Units and the Limited Areas appurtenant thereto) shall be the obligation of the Corporation. Each Owner of a Condominium Unit shall, automatically upon becoming an Owner of a Condominium Unit, be and become a Member of the Corporation and shall remain a Member of the Corporation until such time as his ownership of a Condominium Unit ceases, and each Owner's membership shall terminate when such person ceases to be the Owner of a Condominium Unit, and shall be transferred to the new Owner.

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

The Board of Directors shall be the governing body of the Corporation, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property exclusive of the Condominium Units. Subject to the provisions of Paragraph 26 of this Declaration and Section 3.06 of the Bylaws, the Board of Directors may provide for professional management of the Property.

13. Maintenance, Repairs and Replacements.

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

(b) As of the first day of the first month following the conveyance of the first Condominium Unit located in the Building and the Percentage Interest appurtenant thereto, each Condominium Unit located in the Building and the Percentage Interest appurtenant thereto shall be subject to (and as of the first day of the first month following the conveyance of the first Condominium Unit located in any additional Building and the Percentage Interest appurtenant thereto, each Condominium Unit located in any additional Building and the Percentage Interest appurtenant thereto shall be subject to) the Regular Assessments and Special Assessments (as determined by Declarant and/or the Board of Directors, as applicable) (collectively, the "Assessments"), as provided in this Paragraph 13 and Article V of the Bylaws, and all such Assessments shall constitute liens upon each Condominium Unit and appurtenant Percentage Interest as provided and described in this Declaration and the Bylaws. The date(s) on which Assessments are due and payable shall be as specified in this Declaration or the Bylaws, or if not so specified, then as determined by the Board of Directors. In addition, each Owner shall be personally liable for the amounts of any and all Assessments which become due and payable during the period in which such Owner holds title to a Condominium Unit. Except as set forth in the Bylaws, no Owner shall be personally liable for any Assessments which first became due and payable prior to the time such Owner took title to a Condominium Unit unless he expressly assumes such liability, or except as may otherwise be required by the Act. However, a conveyance by an Owner of his Condominium Unit shall not operate to release or limit the liability of such Owner for Assessments which became due and payable while such Owner held title to a Condominium Unit. The lien of any Assessment shall be subordinate to the lien of any Mortgage on any Condominium Unit which was recorded before the time when said Assessment first became delinquent, and any sale or transfer of a Condominium Unit

pursuant to a foreclosure of a Mortgage shall extinguish such subordinate liens. Notwithstanding the foregoing, Declarant shall be excused from contributing toward Common Expenses as provided in subparagraph 13(d) below.

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

(d) The Declarant as Owner or Co-owner of any unoccupied Condominium Unit(s) offered for the first time for sale shall not be obligated to contribute toward Common Expenses for those Condominium Units for a period commencing on the date that this Declaration is recorded in the Office of the Recorder of Marion County, Indiana and expiring on the first day of the twenty-fourth (24th) calendar month following the month in which the closing of the sale of the first Condominium Unit occurs. Provided that, notwithstanding the foregoing, if the Common Expenses incurred during the period stated above exceed the amount assessed against the other Co-owners, then Declarant shall pay the excess.

14. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to or which would affect the Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration in or to his respective Condominium Unit which would affect the safety or structural integrity of the Building or be visible from the exterior of its respective Condominium Unit nor shall any Owner change the color of any of the Common Areas without the prior written approval of the Board of Directors. Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so changed or altered. If Declarant shall make any such change or alteration, such change or alteration shall be reflected by a supplement or amendment to the Plans executed by the Declarant and recorded in the Office of the Recorder of Marion County, Indiana, if necessary. Simultaneously with the recording of any such amendment or supplement

to the Plans, Declarant shall record an amendment or supplement to this Declaration allocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Areas on the same basis as the Condominium Units depicted in the prior Plans. Such allocation of Percentage Interests shall vest when the amendment or supplement to this Declaration incorporating such changes has been recorded. Such supplements or amendments to the Plans and this Declaration need not be approved by the Corporation or any other Owners.

15. Insurance. The Co-Owners, through the Corporation, shall purchase a master casualty insurance policy, using generally acceptable insurance carriers, affording fire and extended coverage insurance on all portions of the Building which are not part of a Condominium Unit and comprise the Common Areas in an amount equal to the full replacement value of such improvements. If the Board of Directors can obtain "all risk" coverage for reasonable amounts, they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Directors, the Board of Directors may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name each Owner and, if applicable, the Mortgagee of each Owner, as insureds and shall be for the benefit of each such Owner and Mortgagee in accordance with the following terms and conditions:

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

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy. No Owner or any other party shall have priority over any rights of a Mortgagee pursuant to its Mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of any Condominium Unit and/or Common Areas. The Corporation shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Corporation to act for and on behalf of the Owners for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and the performance of all other acts necessary to accomplish such purposes.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, (b) waives any defense based on the invalidity arising from the acts of the insured, and (c) contains an endorsement that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to Mortgagees and to the Corporation and providing further, if the Board of Directors is

able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Paragraph 16 of this Declaration, and (iii) an agreed amount endorsement or an inflation guard endorsement to the extent such are commonly required by prudent institutional mortgage investors in the metropolitan Indianapolis area.

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

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

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

In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his Mortgagee jointly.

Each Owner shall be solely responsible for loss or damage to his Condominium Unit and the contents thereof however caused (including, but not limited to, all floor, ceiling and wall coverings and fixtures, light fixtures, appliances and betterments and improvements installed by such Owner) and his personal property stored elsewhere on the Property, and the Corporation shall have no liability to the Owner for loss or damage to the contents of any Condominium Unit. Each Owner shall obtain his own insurance to cover any such loss and risk to his Condominium Unit and the contents thereof and his personal property. Each Owner shall purchase such additional insurance at his own expense as he may deem necessary, including but not limited to: (i) personal liability insurance, provided that all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation; and (ii) casualty insurance upon his Condominium Unit, but such insurance shall provide that it shall be without contribution

as against the casualty insurance purchased by the Corporation. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Corporation pursuant to this Paragraph due to proration of insurance purchased by an Owner under this Paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Corporation to be distributed as herein provided.

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

16. Casualty and Restoration.

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

In the event of substantial damage to or destruction of any one (1) or more Condominium Units or any part of the Common Areas, the affected Mortgagee or Mortgagees shall be given timely written notice of such damage or destruction and, notwithstanding any other provision of the Declaration or Bylaws, the Property shall not be removed from the Act without the approval of fifty-one percent (51%) of the Mortgagees.

(b) If any insurance proceeds received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, and if the Property is not to be removed from the Act, the cost for restoring the damage and repairing and reconstructing the Building so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be a Common Expense and assessed as part of the Common Expenses.

(c) For purposes of subparagraph (a) and (b) above, repair, reconstruction and restoration shall mean construction or rebuilding of those portions of the Building which are not a Condominium Unit to as near as possible the same

condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(d) If, under subparagraph (a) above, it is determined by the Co-owners at the special meeting of the Corporation referred to therein that there has been a complete destruction of the Building, the Co-owners shall, at said same special meeting, vote to determine whether or not such complete destruction of those portions of the Building which are not a Condominium Unit shall be repaired and reconstructed. Those portions of the Building which are not a Condominium Unit shall not be reconstructed or repaired if it is the determination of the Co-owners at said special meeting that there has been a complete destruction of the Building unless by a vote of two-thirds (2/3) of all of the Co-owners a decision is made to rebuild, reconstruct and repair those portions of the Building which are not a Condominium Unit . If two-thirds (2/3) of all of the Co-owners vote and decide that those portions of the Building which are not a Condominium Unit are to be rebuilt, reconstructed and repaired, the insurance proceeds, if any, received by the Corporation shall be applied and any excess of construction costs over insurance proceeds, if any, shall be contributed and paid as hereinabove provided in subparagraph (b).

(e) If, in any case of the complete destruction of the Building, less than sixty-seven percent (67%) of all of the Co-owners vote in favor of the rebuilding, reconstruction and repair of the Building, the Building shall not be rebuilt, reconstructed or repaired and, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act under Chapter 8, Section 16 of the Act and, in accordance with such Section of the Act:

(i) the Property shall be deemed to be owned in common by the Owners;

(ii) the undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

(iii) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Property; and

(iv) The Property shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one (1) fund and shall be divided among all the Owners in a percentage equal to the Percentage Interest owned by each Owner in the Property, after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Owner.

(f) Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Corporation has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

(g) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Directors from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if those portions of the Building which are not a Condominium Unit are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair is Twenty Thousand Dollars ($20,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided in the following Paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of those portions of the Building which are not a Condominium Unit is more than Twenty Thousand Dollars ($20,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, and certifying (A) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (B) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (C) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(iii) Encroachments upon or in favor of Condominium Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

(iv) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Common Areas. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

(h) If any Condominium Unit or portion thereof or any of the Common Areas is made the subject of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the affected Mortgagee or Mortgagees shall be given timely written notice of such proceeding or proposed acquisition. The Corporation shall represent the Owners in any condemnation proceeding or any negotiation settlements or agreements with the condemning authority for acquisition of the Common Areas or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Corporation to be held in trust for the Owners and Mortgagees as their interests may appear and the provisions of the Declaration relating to restoration and allocation of funds in the event of a casualty shall be applicable in the event of a condemnation.

17. Covenants and Restrictions. Additional covenants and restrictions applicable to the use and enjoyment of the Condominium Units and the Common Areas and Limited Areas are set forth in the Bylaws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the Bylaws, including, but not limited to any covenants and restrictions set forth in the Bylaws, Declarant shall have the right to use and maintain any Condominium Units owned by Declarant and such other portions of the Property, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Condominium Units, or to promote or effect sales of Condominium Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Condominium Units, storage areas, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Property at any time.

18. 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 in 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 Bylaws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) 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 Bylaws.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes (i) 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 in accordance with the provisions of the Bylaws except as otherwise provided or permitted in Paragraph 14 or elsewhere herein, or (ii) the provisions of Paragraph 16 of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, 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 Bylaws, or (iii) the provisions of Paragraph 12 regarding the obligation of the Board of Directors to provide professional management for Meridian Arch Condominiums, or (iv) the provisions of Paragraph 15 providing for no priority of an Owner or other person over a Mortgagee as to insurance or condemnation proceeds.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall include an affidavit stating that Owners representing sixty-seven percent (67%) of the aggregate of Percentage Vote or such other amount as required by this Declaration have approved the amendment 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 to the contrary, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Corporation, the Board of Directors, any Mortgagees or any other person or entity at any time prior to the Applicable Date 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 or supplement is made to implement or in connection with the reconfiguration, subdivision or combining of Condominium Units owned by Declarant as set forth in Paragraph 14 hereof, or (iii) 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, or (iv) such amendment is necessary to correct clerical or typographical errors or to clarify Declarant's original intent, or (v) such amendment is necessary to implement any changes in Meridian Arch Condominiums permitted to be made by Declarant under this Declaration.

(h) Special Requirements. Notwithstanding anything to the contrary contained herein or in the Bylaws, unless specifically controlled by a more restrictive provision under Indiana law or contained herein, the Corporation shall not, without the prior written notice to all Mortgagees and the prior written consent of at least sixty-seven

percent (67%) of the Mortgagees (based upon one vote for each mortgage held on a Condominium Unit) and of the Owners (other than Declarant) be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium; or

(ii) except in connection with the expansion of the Property or the subdivision or combining of Condominium Units owned by Declarant, change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (x) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (y) determining the pro rata share of ownership of each Condominium Unit in the Common Areas; or

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed transfers within the meaning of this clause); or

(iv) use hazard insurance proceeds for losses to any part of the Property (whether to Condominium Units or to Common Areas) for other than the repair, replacement or reconstruction of such Property, except as provided in Paragraph 16 of this Declaration in case of substantial damage to the Condominium Units.

19. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the Bylaws appended thereto, and the rules and regulations as adopted by the Board of Directors as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of this Declaration, the Act, the Bylaws and rules and regulations as each may be amended or supplemented from time to time are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having any interest or estate from time to time in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Condominium Unit or Condominium Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the Bylaws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

20. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their invitees, licensees, guests, employees, agents or lessees, (including but not limited to damage caused by any pet or any automobile) to the extent that such expense is not covered by the proceeds of insurance received by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Condominium Unit or its appurtenances or of the Common Areas or Limited Areas.

21. Disclosure. Each Owner acknowledges and agrees by acceptance of a deed to his or her respective Unit that: (a) the Property was previously used for commercial purposes; (b) past operations on the Property have impacted the soils and ground water of the Property; and (c) each deed from Declarant to Owner may contain restrictions with respect to the excavation and use of soils and groundwater of the Property. Each Owner further acknowledges and agrees by acceptance of a deed to his or her respective Unit that the conditions described in this Paragraph 21 shall not give rise to any claim against or liability on the part of Declarant or any of its members, principals, officers or employees, and each Owner releases all such entities and individuals from any and all such claims and liabilities.

22. Granting of Easements. The Corporation is granted the authority to grant easements in and to the Common Areas to utility companies upon such terms and conditions and for such consideration as it deems advisable, necessary or appropriate.

23. Expandable Condominium and Declarant's Reserved Rights. The Property and Meridian Arch is and shall be an "expandable condominium," as defined in the Act, and Declarant expressly reserves the right and option to expand the Property and Meridian Arch in accordance with the provisions of the Act and the following provisions:

(a) The real estate described and defined herein as the Tract (in Paragraph 1 of this Declaration) is the real estate being subjected to Meridian Arch Condominiums by this Declaration and constitutes the first phase of the general plan of development of the Real Estate. The balance of the Real Estate is the area into which expansion of Meridian Arch may be made by Declarant. The maximum number of Condominium Units which may be developed on the Real Estate, including Condominium Units on the Tract as defined in this original Declaration, shall be seventy-five (75). Subject to said limit as to the maximum number of Condominium Units to be developed on the Real Estate, Meridian Arch may be expanded by Declarant to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding Meridian Arch to include other portions of the Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before _____, 2017. Such expansion is entirely at the discretion of Declarant and nothing contained in this Declaration or otherwise shall require Declarant to expand Meridian Arch beyond the Tract (as defined and described in Paragraph 1 of this Declaration) or any other portions of the Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above. Prior to the sale of any Unit in any additional phase, Declarant shall record as-built plans with respect thereto.

(b) The Percentage Interest which will appertain to each Condominium Unit in Meridian Arch as Meridian Arch may be expanded or reduced from time to time by Declarant shall be determined in accordance with the Percentage Interest formula set forth in Paragraph 8 (including the Percentage Interest which appertains to each of the Condominium Units included in this original Declaration and in the expanded Meridian Arch).

(c) Simultaneously with the recording of amendments or supplements to this Declaration expanding Meridian Arch, Declarant shall record new Plans as required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Areas on the same basis as the Condominium Units depicted in the prior Plans. Such reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating such changes has been recorded.

(d) When the amendment or supplement to this Declaration incorporating the addition of Condominium Units or expansion of Common Areas, or both, is recorded, all liens (including, but not limited to, mortgage liens) shall be released as to the Percentage Interests in the Common Areas described in the Declaration prior to such amendment or supplement and shall attach to the reallocated Percentage Interests in the Common Areas as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interest appertaining to additional Condominium Units being added by the amendment or supplement to the Declaration are subject to mortgage liens thereon upon the recordation of the amendment or supplement to this Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this Paragraph 23. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such amendment or supplement to this Declaration that is recorded as follows:

(i) The portion of the Real Estate described in each such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration.

(ii) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

(iii) Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall, upon the recording of each amendment

or supplement to this Declaration be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

(iv) A right of revocation and reallocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Condominium Unit to so amend and reallocate the Percentage Interest in the Common Areas appurtenant to each Condominium Unit.

(v) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas included in land to which Meridian Arch is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas and the ownership of any such Condominium Unit and lien of any such mortgage shall automatically include and attach to such additional Common Areas as such amendments or supplements to this Declaration are recorded.

(vi) Each Owner shall have a perpetual easement, appurtenant to his Condominium Unit for the use of any such additional Common Areas described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owner(s) (also known as Limited Areas) of specific Condominium Units as may be provided in any such amendment or supplement to this Declaration.

(vii) The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.

(viii) Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.

(ix) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph 23 to comply with the Act as it may be amended from time to time.

24. Reservation of Rights to the Use of the Common Areas.

(a) Declarant shall have, and hereby reserves, the right and an easement over, across, upon, along, in, through and under the Real Estate, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing infrastructure facilities and utility equipment, facilities and installations to serve the Property and any portions of the Real Estate which are not part of the Property, to provide access to and ingress and egress to and from the Property and to and from any such portions of the Real Estate which are not part of the Property, to make improvements to and within the Property and any such portions of the Real Estate which are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property and such portions of the Real Estate which are not part of the Property.

(b) Declarant reserves the right to use any of the Real Estate that is not annexed to or made subject to the Declaration for any purposes.

(c) Declarant shall have, and hereby reserves, the right to grant an easement over, across, upon, along, in, through and under any portions of the Common Area which are developed or used as a courtyard, patio or other similar area for the benefit of any of the Real Estate that is not annexed to or made subject to the Declaration so long as the owners of the benefited real estate are obligated to pay their proportionate share of the cost and expense to maintain, repair and operate such portions of the Common Area.

25. Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles, including, but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the Common Areas and Limited Areas of Meridian Arch Condominiums in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including, but not limited to water, sewers, gas, telephones, cable, fiber optic and other information transmission media, and electricity on the Property (collectively, the "Utilities"); provided, however, nothing herein shall permit the installation of Utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Directors and by the Corporation. By virtue of this easement, the companies providing Utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain wires, circuits, conduits and other equipment on, above, across and under the roofs and exterior walls of the Buildings.

26. Initial Management. As set forth in the Bylaws, the initial Board of Directors consists and will consist of persons selected by Declarant. Such initial Board of Directors may enter into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) or a third party for a term not to exceed one (1) year with either party having the right to terminate upon ninety (90) days' notice under which the management company will provide supervision, fiscal and general management and maintenance of the Common Areas and, in general, perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of one (1) year. In the event no management agreement exists because of termination or otherwise, the Corporation shall thereupon and thereafter resume performance of all such management duties, obligations and functions. Notwithstanding anything to the contrary contained herein prior to the Applicable Date, Declarant shall have, and Declarant hereby reserves to itself (either through a management company or otherwise), the exclusive right to manage the Property and to perform all the functions of the Corporation.

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

28. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Condominium Unit.

29. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the Bylaws filed herewith shall not impair or affect in any manner the validity, enforceability or affect the remaining provisions of this Declaration or the attached Bylaws. In the event of any conflict between the terms of this Declaration and the terms of the attached Bylaws or Articles of Incorporation, the terms of this Declaration shall control.

30. Enforcement. The provisions of this Declaration, the Bylaws, the Articles of Incorporation or the Act may be enforced by the Corporation or by any aggrieved Owner through court proceedings for injunctive relief, for damages or for both.

31. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include the masculine, feminine and neuter genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

32. Floor Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of the Condominium Units and the Property are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, in Condominium Plan File, as Instrument No. _____.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

INDIANA EQUITY ASSOCIATES, LLC,
an Indiana limited liability company

By: _____
Brian K. Cranor, Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Brian K. Cranor, as Manager of Indiana Equity Associates, LLC, an Indiana limited liability company, and who acknowledged the execution of the foregoing "Declaration of Meridian Arch Condominiums" in such capacity.

Witness my hand and Notarial Seal this 12th day of December, 2007.

Cindy A. Treaster
Cindy A. Treaster, Notary Public

My Commission Expires: 7-5-08
My County of Residence: Marion

"I AFFIRM UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
Roger A. Kilmer

DEPT. OF METROPOLITAN DEVELOPMENT
DATE 1-16-08
PER JA
ADMINISTRATOR

1/16/08
RECEIVED
Edward P Berry

This instrument prepared by Wataru Matsuyasu, Attorney at Law, Baker & Daniels LLP, Suite 600, 600 East 96th Street, Indianapolis, Indiana 46240.

CONSENT OF MORTGAGEE

The undersigned, HomeFederal Bank, a commercial bank chartered under the laws of the State of Indiana, being the holder of an existing mortgage and other security on the Property described in the above and foregoing Declaration hereby consents to the recording of the above and foregoing Declaration of Meridian Arch Condominiums and the submission of the Property described therein to the provisions of the Condominium Law of the State of Indiana as provided therein, and further agrees that its mortgage and other security with respect to the Property shall be subordinate and subject to the provisions of the Act and the above and foregoing Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and other security are subordinated by this Consent, such mortgage and other security shall remain in full force and effect.

EXECUTED this 17th day of December, 2007.

HOMEFEDERAL BANK, a commercial bank
Chartered under the laws of the State of Indiana

By: John F Schilling
Printed: JOHN F SCHILLING
Title: SVP

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John F. Schilling, the SVP of HomeFederal Bank, a commercial bank chartered under the laws of the State of Indiana, and who acknowledged the execution of the foregoing "Consent of Mortgagee" for and on behalf of said bank.

WITNESS my hand and Notarial Seal this 17th day of December, 2007.

JENNIFER L. MASONI - NOTARY PUBLIC
County of Johnson State of Indiana
My Commission Expires March 19, 2014

Jennifer L Masoni
Notary Public

Jennifer L. Masoni
(Printed Signature)

My Commission Expires: March 19, 2014
My County of Residence: Johnson

EXHIBITS

Exhibit A - Legal Description of the Real Estate

Exhibit B - Bylaws

Exhibit C - Legal Description of the Tract

Exhibit D - Percentage Interests

Exhibit E - Depiction of the Tract

Exhibit A
Description of Real Estate

Part of Lot **6** in Out Lot **171** of the Donation Lands of the City of Indianapolis, described as follows:

Beginning at the Southeast corner of said Lot **6,** and being the Northwest corner of St. Clair and Meridian Streets, as now located thence North along the East line of said Lot **80** feet; thence West **205** feet to an alley called Superior Street; thence South along said alley **80** feet to St. Clair Street, a now located; thence East along St. Clair Street **205** feet to the place of beginning; and

Lot **1** in Albert J. Danforth's Subdivision of Lots **13** and **14** of Joseph R. Pratt's Subdivision of Out Lot **171** of the Donation Lands of the City of Indianapolis, the plat of said Danforth's Subdivision is recorded in Plat Book **1,** pages **145** and **146,** in the Office of the Recorder of Marion County, Indiana; and

46 feet off the entire North End of Lot **2** in Albert J. Danforth's Subdivision of Lots 13 and **14** of Joseph R. Pratt's Subdivision of Out Lot **171,** of the Donation Lands of the City of Indianapolis, a per plat thereof, recorded in Plat Book **1,** page **145** and **146,** in the Office of the Recorder of Marion County, Indiana; and

74 feet by parallel lines off the entire South side of Lot **2** in Albert J. Danforth's Subdivision of Lots **13** and **14** Joseph R. Pratt's Subdivision of Out Lot 171 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 1, page 145, in the Office of the Recorder of Marion County, Indiana; and

Lot 2 and 22 feet off the entire North side of Lot 3 in Benjamin Mason's Subdivision of Lots 3, 4 and 5 in A.J. Danforth's Subdivision of part of Out Lot 171 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 4, page 54 in the Office of the Recorder of Marion County, Indiana; and

Part of Lot 3 in Benjamin Mason's Subdivision of Lots 3,4 and 5 of Danforth's Subdivision of Lots 13 and 14 of Pratt's Subdivision of Out Lot 171 in the City of Indianapolis, the plat of which is recorded in Plat Book 4, page 54, in the Office of the Recorder of Marion County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Lot 3, thence North on the East line of Illinois Street 20 feet to a point; thence East 80 feet to a point; thence South 20 feet to the North line of St. Clair Street; thence West on the North line of St. Clair Street 80 feet, to the place of beginning; and

Lot 4 in Benjamin Mason's Sub. of Lots 3, **4** and 5 in A.J. Danforth's Subdivision of Lots 13 and 14 in Joseph R. Pratt's Subdivision of Out Lot 171 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 4, page 54 in the Office of the Recorder of Marion County, Indiana; and

A strip of ground of the uniform width of 10 feet, measured form East to West lying West of and adjacent to the South 84 feet of said Lot 4.

BYLAWS

OF

MERIDIAN ARCH CONDOMINIUMS

AND OF

MERIDIAN ARCH OWNERS ASSOCIATION, INC.

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BYLAWS
OF
MERIDIAN ARCH CONDOMINIUMS
AND
MERIDIAN ARCH OWNERS ASSOCIATION, INC.

ARTICLE I
Identification and Applicability

Section 1.01. Identification and Adoption. These Bylaws are adopted simultaneously with the execution of a certain Declaration creating Meridian Arch Condominiums (hereinafter sometimes referred to as "Meridian Arch Condominiums") to which these Bylaws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these Bylaws and reference is specifically made to Paragraph 1 of the Declaration containing definitions of terms. The provisions of these Bylaws shall apply to the Property and the administration and conduct of the affairs of the Corporation. These Bylaws shall also constitute the Bylaws of the Corporation.

Section 1.02. Name, Principal Office, and Resident Agent. The name of the Corporation is Meridian Arch Owners Association, Inc. (hereinafter referred to as the "Corporation"). The initial post office address of the principal office of the Corporation is 805 City Center Drive, Suite 140, Carmel, Indiana 46032; and the name of its initial Resident Agent in charge of such office is Brian K. Cranor. The location of the principal office of the Corporation or the designation of its Resident Agent, or both, may be changed at any time or from time to time when authorized by the Board of Directors.

Section 1.03. Individual Application. All Owners, tenants, guests, invitees and other persons that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, these Bylaws and the Act, and to any rules and regulations adopted by the Board of Directors as herein provided.

ARTICLE II
Meetings of Corporation

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, a meeting of the Members shall be held for the purpose of electing the Board of Directors (subject to the provisions of Section 3.02 hereof), presenting the annual budget, and for such other purposes as may be necessary or required by the Declaration, these Bylaws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the Members of the Corporation shall be held on the third (3rd) Tuesday of January in each calendar year. At the annual meeting, the Members shall (subject to the provisions of Section 3.02 hereof) elect the Board of Directors of the Corporation in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meeting. A special meeting of the Members of the Corporation may be called by resolution of the Board of Directors or upon a written petition of

Owners who have not less than a majority of the Percentage Vote of all Co-owners (as defined in the Declaration). The resolution or petition shall be presented to the President or Secretary of the Corporation 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 resolution or petition.

Section 2.04. Notice and Place of Meetings. All meetings of the Members of the Corporation shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each Member entitled to vote not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Corporation to each Mortgagee who (a) requests in writing that such notices be delivered to it, and (b) has furnished the Corporation with its name and address in accordance with Section 8.01 of these Bylaws. Such Mortgagee may designate a representative to attend the meeting. Attendance at any meeting in person, by agent or by proxy, shall constitute a waiver of notice of such meeting.

Section 2.05. Waiver of Notice. Notice may be waived in writing, signed by the Member entitled to notice, and filed with the minutes or the corporate records. Attendance at or participation in any meeting (a) waives objection to lack of notice unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when the matter is presented.

Section 2.06. Voting and Conduct of Meetings.

(a) Number of Votes. On each matter coming before the meeting as to which an Owner is entitled to vote, such Owner shall be entitled to cast a vote equal to the Percentage Interest applicable to such Owner's Condominium Unit.

(b) Multiple Owner. Where the Owner of a Condominium Unit constitutes or consists of more than one (1) person, or is a partnership, there shall be only one (1) voting representative entitled to all of the Percentage Vote allocable to that Condominium Unit. At the time of acquisition of title to a Condominium Unit by more than one person or a partnership, those persons constituting such Owner or the partners in such partnership shall file with the Secretary of the Corporation an irrevocable proxy appointing one (1) of such persons or partners as the voting representative for such Condominium Unit, which proxy shall remain in effect until all of such persons constituting such Owner or the partners in such partnership designate another voting representative in writing, such appointed representative relinquishes such appointment in writing, becomes incompetent, or dies, such appointment is otherwise rescinded by order of a court of competent jurisdiction, or persons constituting such Owner no longer own such Condominium Unit. 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 2.06, which proxy shall not constitute a permanent relinquishment of his right to act as voting representative for the Condominium Unit.

(c) Voting by Corporation or Trust. Where a trust, corporation, limited liability company or other entity is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of such corporation, limited liability company, or other entity duly empowered by such entity may cast the vote to which such entity is entitled. The trustee of the trust or the agent or representative of such corporation, limited liability company, or other entity so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary or other officer of the Corporation stating who is authorized to vote on behalf of said trust or entity. In the event that the Secretary of the Corporation receives conflicting certificates, neither certificate shall be effective or binding upon the Corporation.

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

(e) Quorum. Except where otherwise expressly provided in the Declaration, these Bylaws, the Act or the Indiana Nonprofit Corporation Act of 1991, as amended (hereinafter referred to as the "Statute"), the Owners representing twenty-five percent (25%) of the Percentage Vote of all Co-owners shall constitute a quorum at all meetings. The term "twenty-five percent (25%) of Owners" or "twenty-five percent (25%) of the Percentage Vote," as used in these Bylaws, shall mean the Owners entitled to at least twenty-five percent (25%) of the Percentage Vote of all Co-owners in accordance with the applicable percentages set forth in the Declaration, as such may be amended from time to time.

(f) Official Action. Except where otherwise expressly provided in the Declaration, these Bylaws, the Act or the Statute, action of the Members is not official unless it is authorized by the Owners representing fifty-one percent (51%) of the Percentage Vote of all Co-owners. The term "fifty-one percent (51%) of the Percentage Vote," as used in these Bylaws, shall mean the Owners entitled to at least fifty-one percent (51%) of the Percentage Vote of all Co-owners in accordance with the applicable percentages set forth in the Declaration, as such may be amended from time to time.

(g) Conduct of Annual Meeting. The President of the Corporation shall act as the Chairman of all annual meetings of the Corporation if he is present. If the President of the Corporation is not present, then the Secretary of the Corporation shall act as Chairman of the annual meeting, or in the absence of both the President and Secretary, then the Members present shall designate a representative to act as Chairman over the annual meeting at issue. At all annual meetings, the Chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(i) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a majority of the Percentage Vote present at a meeting at which a quorum is present or such minutes have been previously approved.

(ii) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Corporation and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(iii) Budget. The budget for the current fiscal year shall be presented to the Owners.

(iv) Election of Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Corporation at least seven (7) days prior to the date of the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Director. Each Owner may cast the Percentage Vote to which he is entitled for each of the Board positions as are to be filled; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. The foregoing provisions are subject to the provisions of Sections 3.02 and 3.05 hereof.

(v) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation at least seven (7) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed to by a majority of the Percentage Vote present at a meeting at which a quorum is present.

(vi) Adjournment.

(h) Conduct of Special Meeting. The President of the Corporation shall act as Chairman of any special meetings of the Corporation if he is present. If the President of the Corporation is not present, then the Secretary of the Corporation shall act as Chairman of any special meetings, or in the absence of both the President and Secretary, then the Members present shall designate a representative to act as Chairman over the special meeting at issue by a vote of a majority of the Percentage Vote present. The Chairman shall call the meeting to order at the duly designated time, and the only business to be considered at such meeting shall be the consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 2.07. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Membership may be taken without a meeting of the Members if the action is approved by Members holding at least eighty percent (80%) of the Percentage Vote of all Co-owners entitled to be cast on the action. The action must be evidenced by at least one (1) written consent describing the action taken that meets the following conditions:

(a) is signed by the Members representing at least eighty percent (80%) of the Percentage Vote of all Co-owners entitled to be cast on the action; and

(b) is filed with the Corporation's minutes.

Requests for written consents must be delivered to all Members.

Section 2.08. Action by Written Ballot. Any action that may be taken at an annual, regular, or special meeting of the Members may be taken without a meeting if the Corporation delivers a written ballot to every Member. A written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A solicitation for votes by written ballot must (a) indicate the number of responses needed to meet the quorum requirements, (b) state the percentage of approvals necessary to approve each matter other than the election of directors, and (c) specify the time by which a ballot must be received by the Corporation to be counted. A written ballot may not be revoked.

Section 2.09. Means of Communication. The Corporation and the Board of Directors may (a) permit a Member to participate in an annual, a regular, or a special meeting by or (b) conduct an annual, a regular, or a special meeting through the use of any means of communication by which all Members participating may simultaneously hear each other during the meeting. A Member participating in a meeting by such means shall be considered present in person at the meeting.

ARTICLE III
Board of Directors

Section 3.01. Management. The affairs of the Corporation and Meridian Arch Condominiums shall be governed and managed by the Board of Directors (herein also collectively called "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of three (3) persons. No person shall be eligible to serve as a Director unless he is, or is deemed in accordance with the Declaration to be, an Owner, including a person appointed by Declarant as provided in Section 3.02 hereof.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be Christopher D. Reid, Brian K. Cranor and James E. Thomas, Jr. (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, these Bylaws or the Declaration or the Act or elsewhere: (a) the Initial Board shall hold office until the earlier of (i) December 31, 2012, (ii) one hundred twenty (120) days after the date on which eighty-five percent (85%) of the Condominium Units have been conveyed by Declarant, or (iii) the date Declarant files for record in the Office of the Recorder of Marion County, Indiana, an instrument waiving or releasing its right to appoint the Initial Board (such date when the Initial Board shall no longer hold office being herein referred to as the "Applicable Date"); and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Condominium Unit or by acquisition of any interest in a Condominium Unit, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote and to vote as Declarant determines on all matters as to which Members are entitled to vote under the Declaration, these Bylaws, the Act, or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one (1) of the persons constituting the Owner (or a partner, officer, or trustee of such Owner), shall be eligible to serve on the Board of Directors, except that no single Condominium Unit may be represented on the Board of Directors by more than one (1) person at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.02 hereof, one (1) Member of the Board of Directors shall be elected at each annual meeting of the Corporation. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date provided in Section 3.02 hereof. After the Applicable Date, each Member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one (1) Member of the Board of Directors shall be elected for a three (3) year term, one (1) Member for a two (2) year term, and one (1) Member for a one (1) year term, so that the terms of at least one-third (1/3) of the Directors shall expire annually. There shall be separate nominations for the office of each Director to be elected at the first meeting after the Applicable Date. Each Director elected shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 3.02 hereof as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners, if a Director is removed in accordance with Section 3.05 of this Article III, such vote to occur at a special meeting of the Members of the Corporation to be called in accordance with the provisions of these Bylaws for the designated purpose of electing such person or persons to fill any vacancy and to serve until such time as the next annual meeting, wherein Directors are elected or re-elected, as the case may be. The Director so filling a vacancy shall serve until the next annual meeting of the Members of the

Corporation and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or with respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Directors. A Director or Directors, except the Members of the Initial Board, may be removed with or without cause by vote of a majority of the Percentage Vote of all Co-owners at a special meeting of the Members duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or with respect to whom there has otherwise been a vacancy.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Meridian Arch Condominiums, the maintenance, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of any Owner of a Condominium Unit), the establishment of a budget and the collection and disbursement of the Common Expenses. Subject to the terms and conditions of the Declaration, the Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include but shall not be limited to:

(a) protection and replacement of the Common Areas, unless the same are otherwise the responsibility or duty of an Owner,

(b) procuring of utilities used in connection with Meridian Arch Condominiums, removal of garbage and waste, and snow removal from the Common Areas and Limited Areas, as applicable;

(c) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Areas and, where applicable, the Limited Areas;

(d) surfacing, paving and maintaining private streets, parking areas and sidewalks to the extent the same are part of the Common Areas or Limited Areas;

(e) assessment and collection of the Regular and Special Assessments from each Owner;

(f) preparation of the proposed annual budget; a copy of which shall be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year, such accounting to be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(h) procuring and maintaining for the benefit of the Owners, the Corporation and the Board the insurance coverages required under the Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

(i) The maintenance, repair, upkeep and replacement of the Common Areas (except as is otherwise the obligation of an Owner), including but not limited to the maintenance, repair, upkeep and replacement of the following (if located in the Common Areas): (A) street furniture; (B) signage; (C) walls, interior fences and gates; (D) flowers, plant material, grass and other landscaping; (E) irrigation system; and (F) lighting.

(j) Taking such action or performing such tasks as are, in the Board's discretion, beneficial to the Owners.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board of Directors in performing its duties, including keeping a record and minutes of all meetings; provided, however, except as otherwise provided in Paragraph 25 of the Declaration, that any management agreement shall be terminable by the Corporation for cause upon thirty (30) days' written notice and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(b) to purchase, lease or otherwise obtain for the benefit of the Owners or for the Corporation to perform its duties such parking facilities, equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) 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 Meridian Arch Condominiums and of the Corporation;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas and as otherwise necessary for the Board of Directors to perform its duties;

(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 Corporation;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Property, including, without limitation, the Common Areas (in addition to those set forth in this Declaration) as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board of Directors shall be promptly delivered or mailed to all Owners, and further provided that such rules and regulations are not in conflict with any terms and provisions of the Declaration;

(h) to adopt an annual budget for each fiscal year for the purpose of estimating the total amount of Common Expenses for such fiscal year; and

(i) to appoint committees of the Members.

Section 3.08. Limitation on Board Action. After the Applicable Date, 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) in any twelve (12) consecutive calendar month period without the approval of a majority of the Percentage Vote present at a meeting at which a quorum is present.

Section 3.09. 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 Percentage Vote present at a meeting at which a quorum is present. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. 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 the Directors.

Special meetings of the Board of Directors may be called by the President or any two (2) Members of the Board of Directors. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least two (2) days prior to the date of such special meeting, give notice to all of the Board Members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Marion County, Indiana, or any of the contiguous counties, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before 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. The presence of any Director at a meeting or his subsequent consent to the actions taken thereat, shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum and Voting. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board of Directors.

Section 3.13. Means of Communication. The Board of Directors, or a committee thereof, may (a) permit a director or a committee Member to participate in a meeting by or (b) conduct a meeting through the use of any means of communication by which all directors or committee Members participating may simultaneously hear each other during the meeting. A director or a committee Member participating in a meeting by such means shall be considered present in person at the meeting.

Section 3.14. Action By Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent describing such action is signed by each director or committee Member and such written consent is included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent shall be effective when the last director or committee Member signs the consent, unless the consent specifies a prior or subsequent effective date. A consent signed as described in this Section 3.14 shall have the effect of a meeting vote and may be described as such in any document.

Section 3.15. Bonds. The Board of Directors shall require the Managing Agent, Treasurer, employees, officers and agents handling or responsible for funds of or administered on behalf of the Corporation to have surety bonds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, willful misapplication and other acts of fraud or dishonesty in a total amount not less than the estimated maximum amount of funds, including reserve funds, in the custody of the Corporation or the Managing Agent, as the case may be, at any given time, but in no event less than a sum equal to three (3) months aggregate assessments on all Condominium Units, plus reserve funds. Such bonds shall also specifically include protection for any insurance proceeds received for any reason by the Board of Directors.

The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of employees or similar terms or expressions. The expense of any such bonds, except those maintained by the Managing Agent, shall be a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Corporation and to all Mortgagees.

Section 3.16. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm of which one or more of its directors are Members or employees, or in which they are interested, or between the Corporation and any corporation, partnership, or association of which one or more of its directors are shareholders, Members, directors, officers or employees, or in which they are interested, or in which the Corporation is a Member, shareholder, or otherwise interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors of the Corporation

which acts upon, or in reference to, such contract or transaction and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve or ratify such contract or transaction, by a vote of a majority of the disinterested directors present, notwithstanding the fact that such majority of the disinterested directors present may not constitute a quorum, a majority of the Board of Directors, or a majority of the directors present at the meeting at which the contract or transaction is considered. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

ARTICLE IV
Officers

Section 4.01. Officers of the Corporation. The principal officers of the Corporation shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) 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 Corporation shall be elected [redacted] itial meeting of each new Board of Directors. Upon a [redacted] rs of the Board of Directors, any officer may be rem [redacted] cessor elected at any regular meeting of the Board [redacted] Board of Directors called for such purpose. Any vacancy or vacancies occurring in the offices of the Corporation shall be filled by a vote of a majority of the Board of Directors at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board of Directors, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association organized under the laws of Indiana, and to perform such other duties as the Board of Directors may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these Bylaws may prescribe or as shall, from time to time, be imposed upon him by the Board of Directors or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Corporation, the Members and of the Board of Directors, shall keep or cause to be kept a true and complete record of the proceedings of such meetings, and shall perform all other duties as from time to time may be

prescribed by the Board of Directors. The Secretary shall specifically see that all notices of the Corporation or the Board of Directors are duly given, mailed or delivered, in accordance with the provisions of these Bylaws.

Section 4.06. The Treasurer. The Board of Directors shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Board of Directors and shall keep such bank account or accounts in the name of the Corporation. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Corporation to the extent appropriate as part of its duties.

Section 4.07. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and an 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 Bylaws or the Board of Directors may prescribe.

ARTICLE V
Assessments

Section 5.01. Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board of Directors shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 5.02. Proposed Annual Budget. Annually, on or before the end of each fiscal year, the Board of Directors shall adopt an annual budget for the next fiscal year estimating the total amount of the Common Expenses for the next fiscal year. Such budget may not increase by more than twenty percent (20%) of the previous annual budget without the approval of a majority of the Percentage Vote present at a meeting at which a quorum is present. A copy of such budget shall be furnished to each Owner at or prior to December 15 of each year. The annual budget as presented to the Owners at the annual meeting of the Corporation shall be the basis for the Regular Assessment (hereinafter defined) during such fiscal year. The annual budget, the Regular Assessment and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of an adequate replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Corporation in a

separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana, selected from time to time by the Board of Directors. The failure or delay of the Board of Directors to prepare an annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined.

Section 5.03. Regular Assessments. The annual budget as adopted by the Board of Directors shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain an assessment against each Condominium Unit and the Percentage Interest appurtenant thereto. Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Condominium Unit and the Percentage Interest appurtenant thereto (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessment shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Condominium Unit and the Percentage Interest appurtenant thereto shall be paid in advance in twelve (12) equal monthly installments, commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of each fiscal year. In the event that the Board of Directors has not adopted an annual budget and provided the Owners with notice of the current Regular Assessment prior to the first day of the first month of any fiscal year, then the current Regular Assessment shall be the amount of the Regular Assessment for the prior fiscal year until such time as the Board of Directors approves the annual budget for the current fiscal year and provides the Owners with notice of the current Regular Assessment. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay monthly assessments quarterly, semi-annually or annually, in advance. The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Condominium Unit and the Percentage Interest appurtenant thereto as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a previous budget and thereafter, before the annual budget and Regular Assessment for the current fiscal year are finally determined and approved, sells, conveys or transfers his Condominium Unit and Percentage Interest appurtenant thereto or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit and the Percentage Interest appurtenant thereto from payment of the Regular Assessment for such Condominium Unit and the Percentage Interest appurtenant thereto as finally determined, and such Owner and his successor as owner of such Condominium Unit and Percentage Interest appurtenant thereto shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the fiscal year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such fiscal year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly installments of Regular Assessments shall be due

automatically on their respective due dates without any notice from the Board of Directors or the Corporation, and neither the Board of Directors nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated or budgeted for may arise. At such time and without the approval of the Owners, unless otherwise provided in these Bylaws, the Declaration or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board of Directors, shall become a lien on each Condominium Unit and the Percentage Interest appurtenant thereto, prorated in accordance with the Percentage Interest of each Condominium Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures, or to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Building, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments which become due and payable during the period in which such Owner holds title to a Condominium Unit. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessment or Special Assessment when due, the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board of Directors for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Regular Assessment and/or Special Assessment, within ten (10) days after any such Regular Assessment and/or Special Assessment (as applicable) is due (with such due dates being set forth in accordance with Sections 5.03 and 5.04 herein and Section 13 of the Bylaws), the Board of Directors, in its discretion, may (i) impose a late fee as provided in the Declaration, (ii) accelerate the entire balance of the budgeted and unpaid Regular Assessments and/or Special Assessments, and any and all fines, charges and late fees, applicable to the current full calendar year and all previous calendar years and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary, and (iii) eliminate such Owner's right to vote. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Condominium Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or

Special Assessments. The Board of Directors may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board of Directors, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

(b) Notwithstanding anything contained in this Section or elsewhere in the Declaration and these Bylaws, the lien for any Regular Assessment or Special Assessment shall be subordinate to the lien of any Mortgage if and to the extent the Mortgage was recorded prior to the due date of any Regular Assessment or Special Assessment, and any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure on its Mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due after the recordation of such Mortgage; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit, or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Condominium Unit from which it arose), as provided in the Act.

Section 5.06. Payment of Regular Assessments. Payment of the Regular Assessments prior to the Applicable Date with respect to each Condominium Unit and the Percentage Interest appurtenant thereto that has been subjected to the Declaration (excluding any unoccupied Condominium Unit(s) offered for the first time for sale and owned by Declarant) shall commence on the dates set forth in Paragraph 13 of the Declaration. In addition, at the initial closing of each Condominium Unit and the Percentage Interest appurtenant thereto, the purchaser or new Owner is required to pay a sum equal to the full Regular Assessment applicable to such Condominium Unit and the Percentage Interest appurtenant thereto for two (2) months as his initial contribution to the working capital of the Corporation. Such amounts shall be used by the Corporation for Common Expenses. This amount is not an advance payment of Regular Assessments and will not be held in any trust or reserve account. Additionally, at each closing, the purchaser of a Condominium Unit shall pay his pro rata share of the Regular Assessment due in the month of closing. Thereafter, payment of the Regular Assessment shall be made on the first day of each calendar month.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and all equipment serving the same. Such maintenance, repairs and replacements which each Owner

is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit, including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges, refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit); doors, screens and windows (including exterior and interior of all glass and screen surfaces); lamps; interior and exterior grouting and/or caulking; and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

If, due to the willful, intentional or negligent acts or omissions of an Owner, of a Member of his family, of a guest, tenant or other occupant or visitor of such Owner, or of an Owner's pet or automobile, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the Assessment to which such Owner's Condominium Unit is subject. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board of Directors.

To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas, then the use thereof by the owner of such Condominium Unit shall be subject to the rules and regulations adopted from time to time by the Board of Directors. The authorized representatives of the Corporation or Board of Directors or the Managing Agent for the Corporation shall be entitled to reasonable access to any Condominium Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Areas or any parts thereof, or any equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas.

ARTICLE VI
Restrictions, Entry and Rules and Regulations

Section 6.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to Meridian Arch Condominiums and are in addition to those set forth in the Declaration:

(a) No Condominium Units located on any floor of the Building may be used for any use which is not a residential use without the prior written consent of the

Board of Directors and, except as provided in Paragraph 14 of the Declaration, no Condominium Unit located on any floor of the Building may be partitioned or subdivided without the prior written consent of the Board of Directors.

(b) No additional buildings shall be erected or located on the Real Estate other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such supplement or amendment to the Declaration, without the consent of the Board of Directors.

(c) No Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Areas which will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit or Common Areas.

(e) No Owner of a Condominium Unit shall cause or permit anything to be hung or displayed on the outside of the windows or patio doors or placed on the outside walls of any Building; and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Building without the prior written consent of the Board of Directors; provided, however, that nothing to the contrary contained in these Bylaws, the Articles of Incorporation or the Declaration shall limit or prohibit the Declarant from placing or affixing or maintaining any sign or other media on the Property in connection with the sale of Condominium Units as provided for in this Section 6.01.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas or on the Property, except that pet dogs, cats or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. An Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his pet. The Board of Directors may adopt such rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Board of Directors a security deposit in an amount to be determined by the Board of Directors to cover any damage that may be caused by such pet. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board of Directors, is causing or creating a nuisance, unreasonable disturbance, noise, damage or concerns for the safety of others

shall be permanently removed from the Property within ten (10) days after written notice from the Board of Directors to the respective Owner to do so.

(g) Nothing shall be done or permitted in any Condominium Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these Bylaws. No Condominium Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of Meridian Arch Condominiums.

(h) No Owner of a Condominium Unit may hang anything inside or outside his window or patio doors which will show any color other than white or beige tones on the outside. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) Without the prior written consent of the Board of Directors, no industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on or in any Condominium Unit.

(j) No "for sale," "for rent," or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on or in any Condominium Unit without the prior written consent of the Board of Directors; provided, however, that the right is reserved by the Declarant to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Condominium Units.

(k) All Owners and Members of their families, their guests, or invitees, and all occupants of any Condominium Unit, or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board of Directors governing the operation, use and enjoyment of the Condominium Units and the Common Areas.

(l) Except for vehicles being used by Declarant or by persons providing services to the Declarant or an Owner, no boats, campers, trailers of any kind, buses, mobile homes or trucks (other than three-quarter (¾) ton or less pick-up trucks), shall be permitted, parked or stored anywhere within the Real Estate; provided, however, that nothing herein shall prevent the driving or using of such vehicles for ingress and egress to and from such Owner's Condominium Unit provided the shortest route to and from a public road is used. No repair work shall be done on the Real Estate on any vehicles, including passenger automobiles.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express written permission from the

Board of Directors, and if such permission is granted such Owner shall be obligated to maintain any such trees or landscaping.

(n) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board of Directors.

(o) No Owner may rent or lease his Condominium Unit for transient or hotel purposes.

(p) Any Owner who leases a Condominium Unit shall lease the entire Condominium Unit for at least a six (6) month period and shall have a written lease, and such lease shall provide that the lease is subject to the provisions of the Declaration, the Bylaws and the rules and regulations as adopted by the Board of Directors, and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. A copy of each such lease shall be delivered to the Corporation or Managing Agent.

Section 6.02. Compliance with Covenants, Conditions and Restrictions. Every Owner, mortgagee, lessee or other occupant of a Condominium Unit shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, with the Bylaws and with the rules and regulations in relation to the use and operation of the Property. A violation committed by any persons residing in, occupying or visiting a Condominium Unit at the invitation or with the implied or express permission of the Owner or any other occupant of the Condominium Unit, or committed by any agent, employee, business invitee, or contractor of the Owner or of any person occupying a Condominium Unit, shall be attributed to that Condominium Unit and the Owner thereof. Failure to comply with any of said covenants, conditions and/or restrictions shall be grounds for withdrawal by the Board of Directors of privileges with respect to the use of any of the Common Areas by any defaulting Owner and by his tenants, invitees, guests and all Members of his family and/or his tenant's family. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by the Board of Directors or by an interested party who has obtained the prior written consent of the Board of Directors against any Owner or other person entitled to occupy a Condominium Unit who refuses to comply or threatens to refuse to comply with any provisions of this Declaration, the Bylaws, the rules and regulations, or any other document establishing ownership or control over any part of the Real Estate. One (1) or more Owners may bring a class action on behalf of all Owners.

After giving not less than ten (10) days' prior written notice to an Owner who has not complied, and after giving such party the opportunity to be heard by the Board of Directors, the Board of Directors shall have the right to impose a fine of not more than Two Hundred Dollars ($200.00) for the second violation of any of the condominium documents referred to in this Section 6.02 attributable to a particular Owner in a calendar year (whether or not this second violation involves the same term or provision of the above-described condominium documents as the first violation) against that Owner and the Condominium Unit and the Percentage Interest appurtenant thereto in which such Owner holds an ownership interest. For a third violation of any of the condominium documents referred to in this Section 6.02

attributable to the same Owner in the same calendar year (whether or not this third violation involves the same term or provision of the above-described condominium documents as the first or second violations), the Board of Directors, after giving the above-described notice and opportunity to be heard, may levy a fine against that Owner and the Condominium Unit and the Percentage Interest appurtenant thereto in which such Owner holds an ownership interest in an amount not in excess of Five Hundred Dollars ($500.00). For the fourth and every subsequent such violation of any of the condominium documents referred to in this Section 6.02 by the same Owner in the same calendar year (whether these violations involve the same term or provision as the previous violations), the Board of Directors, after giving the above-described notice and opportunity to be heard, may levy a fine against that Owner and the Condominium Unit and the Percentage Interest appurtenant thereto in which such Owner holds an ownership interest in double the amount of the fine for the immediately preceding violation in that calendar year.

All fines described above, any fines imposed by the Board of Directors and any and all expenses incurred by the Corporation in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorneys' fees, may be levied as Special Assessments against the Owner in question and his Condominium Unit and the Percentage Interest appurtenant thereto.

Any action brought by the Corporation hereunder may be brought in its own name, in the name of its Board of Directors or in the name of the Managing Agent. In any case of flagrant or repeated violation by an Owner, he may be required by the Board of Directors to give sufficient surety or sureties for his future compliance with the covenants, conditions and restrictions contained in this Declaration and with the Bylaws and rules and regulations.

Section 6.03. Right of Entry. All Owners and occupants of a Condominium Unit shall be deemed to have granted the right of entry thereto to the Managing Agent or any other person authorized by the Board of Directors in case of any emergency originating in or threatening his Condominium Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Condominium Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.04. Right of Board to Adopt Rules and Regulations. The Board of Directors may promulgate and adopt such additional rules and regulations regarding the operating of the Property, including but not limited to the use of the Common Areas, as it may deem necessary from time to time, and such rules as are adopted may be amended by a vote of a majority of the Board of Directors. The Board of Directors shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners. Such rules may further restrict the provisions contained in these Bylaws.

ARTICLE VII
Amendment to Bylaws

Section 7.01. Amendment to Bylaws. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these Bylaws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in Paragraph 18 of the Declaration. Amendments to these Bylaws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these Bylaws prior to the Applicable Date without the consent and approval of Declarant.

ARTICLE VIII
Mortgages

Section 8.01. Notice to Corporation. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary, and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these Bylaws or the Act 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 mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these Bylaws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these Bylaws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under the Declaration or these Bylaws which is not cured within thirty (30) days. Any Mortgagee shall have the right to inspect the books and records of the Corporation during normal business hours.

A guarantor or insurer of a Mortgage may, upon written request to the Corporation giving the Corporation its name and address, receive from the Corporation any notice that would be given to a Mortgagee also be given to the applicable insurer or guarantor.

Section 8.02. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for, nor shall the

Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

ARTICLE IX
Miscellaneous

Section 9.01. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 9.02. Member Compensation. No Member of the Corporation shall have or receive any earnings from the Corporation as a result of being an officer or director of the Corporation, except a Member may receive principal and interest on monies loaned or advanced to the Corporation as provided in the Statute.

Section 9.03. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the President or, in his absence, the Treasurer. Any one of the documents heretofore mentioned in this section for use outside the ordinary course of business of the Corporation, or any notes or bonds of the Corporation, shall be executed by and require the signature of the President and Secretary.

Section 9.04. Financial Statement. Upon the written request of any entity that has an interest or prospective interest in any Condominium Unit, the Corporation shall prepare and furnish to such entity within a reasonable time a financial statement of the Corporation for the immediately preceding fiscal year.

Section 9.05. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of these Bylaws shall not impair or affect in any manner the validity, enforceability or affect the rest of these Bylaws.

Exhibit C

Legal Description of Tract

Part of Lot Numbered 6 in St. Clair's Subdivision of Out Lot Numbered 171 in the City of Indianapolis, Marion County, Indiana, as per plat thereof recorded in Land Record H, pages 598 and 599 (deeded pages 595 and 596), further described as follows:

Beginning at the Southeast corner of said Lot 6, and being the Northwest corner of St. Clair and Meridian Streets, as now located thence North along the East line of said Lot 80 feet; thence West 205 feet to an alley called Superior Street; thence South along said alley 80 feet to St. Clair Street, as now located; thence East along St. Clair Street 205 feet to the place of beginning, containing 0.376 ± acres.

Meridian Arch Condominiums
Exhibit D
Percentage Interest

Unit Number	Declaration SF	Percentage Interest
101	1542	4.2%
102	2099	5.7%
103	1247	3.4%
104	1258	3.4%
105	910	2.5%
106	1334	3.6%
107	934	2.5%
108	1145	3.1%
201	1542	4.2%
202	2099	5.7%
203	2001	5.4%
204	1258	3.4%
205	910	2.5%
206	1334	3.6%
207	934	2.5%
208	1145	3.1%
301	1518	4.1%
302	2825	7.7%
304	1258	3.4%
305	910	2.5%
306	1334	3.6%
307	934	2.5%
308	1050	2.9%
404	2066	5.6%
405	910	2.5%
406	1334	3.6%
407	934	2.5%
27	***36765***	***100%***
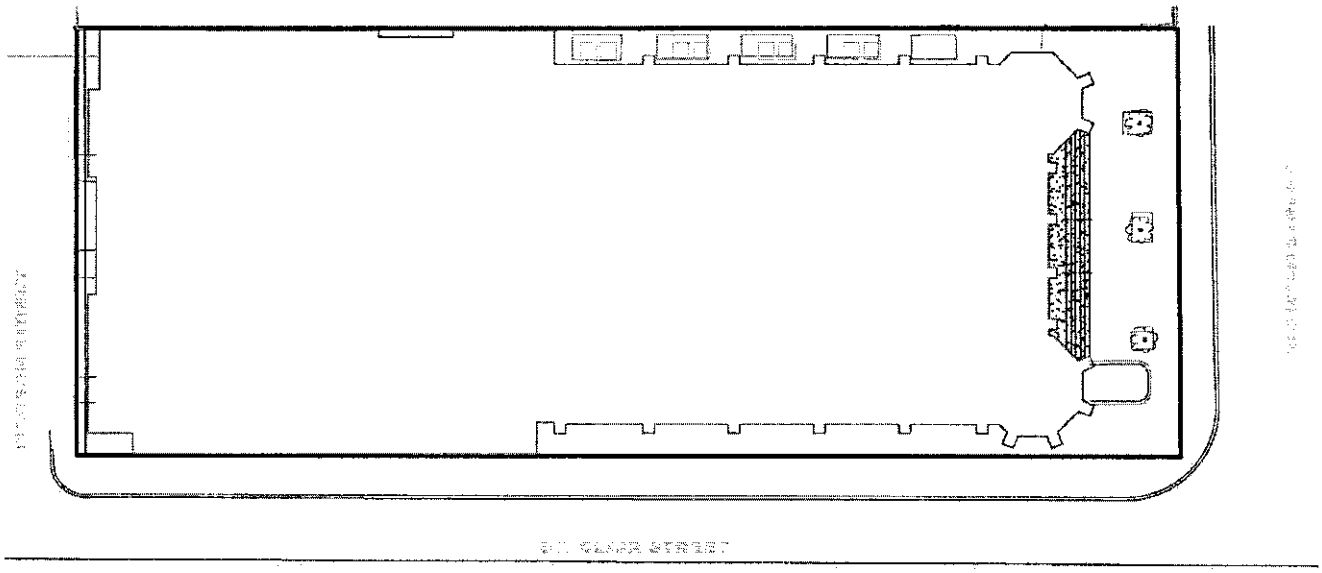
Exhibit E
Depiction of Tract