IDENTIFICATION AND APPLICABILITY

SECTION 1.01. IDENTIFICATION AND ADOPTION. THESE BY-LAWS are adopted simultaneously with the execution of a certain declaration creating the Sugar Bush Horizontal Property Regime and these By-Laws are hereby declared to be 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 By-Laws. The definitions and terms as defined and used in the declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the declaration containing definitions of terms. The provisions of these By-Laws shall apply to the property and the administration and conduct of the affairs of the Association.

SECTION 1.02. INDIVIDUAL APPLICATION. ALL OF THE OWNERS, CO-OWNERS, FUTURE OWNERS, TENANTS, FUTURE TENANTS, OR THEIR GUESTS AND INVITEES, OR ANY OTHER PERSON THAT MIGHT USE OR OCCUPY A UNIT OR ANY PART OF THE PROPERTY, SHALL BE SUBJECT TO THE RULES, RESTRICTIONS, TERMS AND CONDITIONS SET FORTH IN THE DECLARATION, THESE BY-LAWS AND THE HORIZONTAL PROPERTY ACT OF THE STATE OF INDIANA, ACT 1963 CHAPTER 349, SECTIONS 1 THROUGH 31, AS AMENDED.

ARTICLE II
MEETINGS OF ASSOCIATION

SECTION 2.01 PURPOSE OF MEETINGS. AFTER THE EXPIRATION OF THE TERM OF THE INITIAL BOARD OF MANAGERS (ARTICLE III, SEC. 3.02), MEETINGS OF THE CO-OWNERS SHALL BE HELD AT LEAST ANNUALLY AND AT OTHER TIMES AS MAY BE NECESSARY FOR THE PURPOSE OF ELECTING THE BOARD OF MANAGERS, APPROVING THE ANNUAL BUDGET, PROVIDING FOR THE COLLECTION AND PAYMENT OF COMMON EXPENSES, AND FOR SUCH OTHER PURPOSES AS MAY BE REQUIRED BY THE DECLARATION, THESE BY-LAWS, OR THE ACT.

SECTION 2.02. ANNUAL MEETINGS. THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE ASSOCIATION SHOULD BE HELD ON A DATE AND TIME SPECIFIED BY THE INITIAL BOARD (SEC. 3.02). SUBSEQUENT MEETINGS WILL BE HELD ON THE ANNIVERSARY DATE OF THE FIRST ANNUAL
MEETING OR ON SUCH OTHER DATE AS SET FORTH BY THE BOARD OF MANAGERS. AT THE ANNUAL MEETING, THE CO-OWNERS SHALL ELECT THE BOARD OF MANAGERS OF THE ASSOCIATION IN ACCORD WITH THE PROVISIONS OF THESE BY-LAWS AND TRANSACT SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING.

SECTION 2.03. SPECIAL MEETINGS. A SPECIAL MEETING OF THE MEMBERS OF THE ASSOCIATION MAY BE CALLED BY RESOLUTION OF THE BOARD OF MANAGERS OR UPON A WRITTEN PETITION OF THE CO-OWNERS WHO HAVE NOT LESS THAN A MAJORITY OF THE TOTAL PERCENTAGE VOTE AS DEFINED IN THE DECLARATION. THE RESOLUTION OR PETITION SHALL BE PRESENTED TO THE PRESIDENT OR SECRETARY OF THE ASSOCIATION AND SHALL STATE THE PURPOSE FOR WHICH THE MEETING IS TO BE CALLED. NO BUSINESS SHALL BE TRANSACTED AT A SPECIAL MEETING EXCEPT AS STATED IN THE PETITION OR RESOLUTION.

SECTION 2.04. NOTICE AND PLACE OF MEETINGS. ALL MEETINGS OF THE MEMBERS OF THE ASSOCIATION SHALL BE HELD AT FACILITIES, AS DESIGNATED BY THE BOARD OF MANAGERS. WRITTEN NOTICE STATING THE DATE, TIME, AND PLACE OF ANY MEETING, AND IN THE CASE OF A SPECIAL MEETING THE PURPOSE OR PURPOSES FOR WHICH THE MEETING IS CALLED, SHALL BE DELIVERED OR MAILED BY THE SECRETARY OF THE ASSOCIATION TO EACH CO-OWNER NOT LESS THAN FOURTEEN (14) DAYS PRIOR TO THE DATE OF SUCH MEETING. THE NOTICE SHALL BE MAILED OR DELIVERED TO THE CO-OWNERS AT THEIR ADDRESS AS IT APPEARS UPON THE RECORDS OF THE ASSOCIATION. ATTENDANCE AT ANY MEETING IN PERSON OR BY PROXY SHALL CONSTITUTE A WAIVER OF NOTICE OF SUCH MEETING.

SECTION 2.05. VOTING.

A) NUMBER OF VOTES: THE OWNER OF EACH DWELLING UNIT SHALL BE ENTITLED TO ONE FULL VOTE ON EACH MATTER COMING BEFORE THE MEETING. THE TOTAL NUMBER OF VOTES SHALL EQUAL THE TOTAL NUMBER OF DWELLING UNITS SOLD BY THE DEVELOPER PRIOR TO THE TIME OF THE MEETING.

B) MULTIPLE OWNERS: WHEN THE OWNER OF A DWELLING UNIT CONSTITUTES MORE THAN ONE PERSON (I.E., JOINT OWNERSHIP BETWEEN HUSBAND AND WIFE) OR IS A PARTNERSHIP, THERE SHALL BE ONLY ONE VOTING REPRESENTATIVE ENTITLED TO THE VOTE ALLOCABLE TO THAT UNIT. AT THE TIME OF ACQUISITION OF TITLE TO A UNIT BY A MULTIPLE OWNER OR A PARTNERSHIP OR PRIOR TO THE FIRST ELECTION MEETING, THOSE PERSONS CONSTITUTING SUCH OWNER OR THE PARTNERS SHALL FILE WITH THE SECRETARY OF THE ASSOCIATION AN INEVOCABLE PROXY APPOINTING ONE OF SUCH PERSONS OR PARTNERS AS THE VOTING REPRESENTATIVE FOR SUCH UNIT, WHICH SHALL REMAIN IN
EFFECT UNTIL SUCH APPOINTED REPRESENTATIVE RELINQUISHES SUCH APPOINTMENT IN WRITING, BECOMES INCOMPETENT, DIES OR SUCH APPOINTMENT IS OTHERWISE RESCIND BY ORDER OF A COURT OF COMPETENT JURISDICTION OR IS RESCIND BY THE SAME AUTHORITY THAT GRANTED HIM OR HER VOTING PRIVILEGES IN THE FIRST PLACE. SUCH APPOINTED VOTING REPRESENTATIVE MAY GRANT A PROXY TO ANOTHER TO VOTE IN HIS OR HER PLACE AT A PARTICULAR MEETING OR MEETINGS PURSUANT TO PARAGRAPH (D) OF THIS SECTION 2.05, WHICH SHALL CONSTITUTE RELINQUISHMENT OF THIS RIGHT TO ACT AS VOTING REPRESENTATIVE FOR THE UNIT.

IF THE MULTIPLE OWNERS OF A DWELLING UNIT CANNOT AGREE TO A VOTING REPRESENTATIVE, THEN THE BOARD OF MANAGERS WILL DECIDE BY THE FLIP OF A COIN AT EACH MEETING WHICH OF THE OWNERS SHALL BE THE VOTING REPRESENTATIVE FOR THAT MEETING.

C) VOTING BY CORPORATION OR TRUST: WHERE A CORPORATION OR TRUST IS AN OWNER OR IS OTHERWISE ENTITLED TO VOTE, THE TRUSTEE MAY CAST THE VOTE ON BEHALF OF THE TRUST AND THE AGENT OR OTHER REPRESENTATIVE OF THE CORPORATION Duly EMPowered BY THE BOARD OF DIRECTORS OF SUCH CORPORATION SHALL CAST THE VOTE TO WHICH THE CORPORATION IS ENTITLED.

D) MULTIPLE UNIT PROPERTY OWNERS: AN OWNER OF MORE THAN ONE DWELLING UNIT IS ENTITLED TO ONE VOTE FOR EACH DWELLING UNIT HE OR SHE OWNS.

E) PROXY: AN OWNER MAY VOTE EITHER IN PERSON OR BY HIS DULY AUTHORIZED AND DESIGNATED ATTORNEY-IN-FACT AND/OR PROXY, WHERE VOTING IS BY PROXY, THE OWNER SHALL DULY DESIGNATE HIS ATTORNEY-IN-FACT IN WRITING, DELIVERED TO THE ASSOCIATION PRIOR TO THE COMMENCEMENT OF THE MEETING.

F) QUORUM: A QUORUM FOR ANY MEETING CONSISTS OF A GROUP OF PEOPLE DULY AUTHORIZED TO CAST A MAJORITY (51%) OF THE TOTAL VOTE AS DEFINED IN PARAGRAPH A) ABOVE.

G) CONDUCT OF MEETING: THE CHAIRMAN OF THE MEETING SHALL BE THE PRESIDENT OF THE ASSOCIATION. THE CHAIRMAN SHALL CALL THE MEETING TO ORDER AT THE DULY DESIGNATED TIME AND BUSINESS WILL BE CONDUCTED IN THE FOLLOWING ORDER:

1) CALL FOR QUORUM: THE CHAIRMAN WILL CALL THE ROLL. IF THERE IS A QUORUM THE MEETING WILL PROCEED. IF A QUORUM DOES NOT EXIST THE MEETING SHALL BE ADJOURNED, CONTINUED OR RESCHEDULED.
(2) READING OF MINUTES: THE SECRETARY SHALL READ THE MINUTES OF THE LAST ANNUAL MEETING AND THE MINUTES OF ANY SPECIAL MEETING HELD SUBSEQUENT THERETO.


(4) BUDGET: THE PROPOSED BUDGET FOR THE CALENDAR YEAR SHALL BE PRESENTED TO THE CO-OWNERS FOR APPROVAL AND OR AMENDMENT.

(5) ELECTION OF BOARD OF MANAGERS: NOMINATIONS FOR THE BOARD OF MANAGERS MAY BE MADE BY AN OWNER FROM THOSE PERSONS ELIGIBLE TO SERVE. SUCH NOMINATIONS MUST BE IN WRITING AND PRESENTED TO THE SECRETARY AT LEAST (10) DAYS PRIOR TO THE ANNUAL MEETING OR FIRST ELECTION MEETING. VOTING SHALL BE BY PAPER BALLOT. IF THE PRESIDENT CHOOSES HE MAY APPOINT A NOMINATING COMMITTEE TO RECOMMEND A SLATE OF CANDIDATES; HOWEVER, ANY NOMINATION BY AN OWNER OF A QUALIFIED CANDIDATE SHALL BE PLACED UPON THE SLATE. EACH CANDIDATE MUST GIVE HIS OR HER CONSENT TO THE SECRETARY TO ALLOW HIS OR HER NAME TO BE PLACED ON THE BALLOT PRIOR TO THE ELECTION PROCEEDS HELD AT THE MEETING. FAILURE TO PROVIDE THE CONSENT PRIOR TO THE ANNOUNCEMENT OF THE MEETING SHALL DISQUALIFY THE CANDIDATE. EACH OWNER SHALL HAVE ONE VOTE FOR EACH BOARD POSITION TO BE FILLED. MULTIPLE UNIT PROPERTY OWNERS AS DEFINED IN SECTION 2.03 (D) ARE ENTITLED TO THE NUMBER OF VOTES FOR EACH BOARD POSITION EQUIVALENT TO THE NUMBER OF DWELLING UNITS HE OR SHE OWNS. A VOTER MAY CHOOSE NOT TO VOTE FOR SOME POSITIONS, BUT IN NO INSTANCE MAY HE VOTE FOR THE SAME PERSON MORE THAN ONCE UNLESS THE VOTER OWNS MORE THAN ONE DWELLING UNIT. THOSE PERSONS RECEIVING THE HIGHEST NUMBER OF VOTES SHALL BE ELECTED. IN THE EVENT OF A TIE VOTE FOR ONE OR MORE OF THE LAST REMAINING POSITIONS SUBSEQUENT BALLOTS SHALL BE CAST UNTIL THE TIE IS BROKEN.

(6) OTHER BUSINESS: OTHER BUSINESS MAY BE BROUGHT BEFORE THE MEETING ONLY UPON A WRITTEN REQUEST SUBMITTED TO THE SECRETARY OF THE ASSOCIATION AT LEAST TEN (10) DAYS PRIOR TO THE DATE OF THE MEETING; PROVIDED, HOWEVER, THAT SUCH WRITTEN REQUEST MAY BE WAIVED AT THE MEETING IF AGREED BY A MAJORITY OF THE VOTERS.

(7) COMMITTEE REPORTS: REPORTS OF COMMITTEES DESIGNATED TO SUPERVISE AND ADVISE ON THE RESPECTIVE SEGMENTS OF MAINTENANCE AND OPERATIONS ASSIGNED BY THE BOARD OF MANAGERS.
ARTICLE III
BOARD OF MANAGERS

SECTION 3.01. The affairs of the association shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The initial Board of Managers shall be composed of three (3) persons. After the expiration of the term of the initial Board of Managers, the constituency of such Board shall be five (5). No person shall be eligible to serve as a Manager unless he is an owner or is an attorney, agent, or employee of declarant.

SECTION 3.02. Initial Board of Managers: The initial Board of Managers shall be William J. Roach, President; Barry E. Roach, Director; and David Redman, Secretary/Treasurer. The initial Board shall hold office until six months after the last unit has been sold and title transferred or June 15, 1995, whichever occurs first. Responsibility for conducting the business of the Association shall be transferred to the elected Board of Managers at the first annual meeting called by the initial Board. William J. Roach and David Redman shall be the initial President and Secretary/Treasurer, respectively of the Board.

SECTION 3.03. Additional Qualifications: Where an owner consists of more than one person or is a partnership, corporation, trust or legal entity, then one of the persons constituting the multiple owner, or a partner or an officer or trustee, shall be eligible to serve on the Board of Managers, except that no single dwelling unit may be represented on the Board of Managers by more than one person at a time.

SECTION 3.04. Term of Office and Vacancy: The Board of Managers shall be elected at each annual meeting of the Association, subject to the limitations set forth in Section 2.01 above. At the first annual meeting five (5) Board members shall be elected. The three highest vote recipients shall serve for two years while the next two highest vote recipients shall serve for one year. At subsequent annual meetings, those seats whose terms have expired shall be elected for a two year term. Thereby creating staggered terms. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers except in the case of a vacancy occurring in accordance with Section 3.05 in which case the vacancy shall be filled at special meeting duly called in accordance with procedures for election of Board member set forth in Section 3.05 below.
SECTION 3.05. REMOVAL OF MANAGERS. AFTER THE TENURE OF THE INITIAL BOARD OF MANAGERS, A MANAGER OR MANAGERS MAY BE REMOVED WITH OR WITHOUT CAUSE BY A MAJORITY VOTE OF A QUORUM AT A SPECIAL MEETING OF THE CO-OWNERS DULY CALLED. IN SUCH CASE, SUCCESSOR MANAGERS SHALL BE ELECTED AT THE SAME MEETING. A MANAGER SO ELECTED SHALL SERVE THE UNEXPIRED TERM OF HIS PREDECESSOR.


(A) MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON AREAS AND LIMITED AREAS INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, STOOPS AND PATIOS.
(B) REMOVAL OF GARBAGE AND WASTE, AND SNOW FROM THE COMMON AREAS.
(C) MAINTENANCE AND REPAIR OF THE EXTERIOR OF BUILDINGS, MAINTENANCE OF EXTERIOR DOORS, GARAGE DOORS, AND WINDOWS SHALL BE LIMITED TO OUTSIDE PAINTING AND CLEANING.
(D) ASSESSMENT AND COLLECTION OF EACH OWNER'S PRO-RATA SHARE OF THE COMMON EXPENSES AND EACH OWNER'S ASSESSMENTS.
(E) PREPARATION OF THE PROPOSED ANNUAL BUDGET, A COPY OF WHICH SHALL BE MAILED OR DELIVERED TO EACH OWNER AT THE SAME TIME AS THE MAILING OF THE NOTICE OF THE ANNUAL MEETING.
(F) PREPARATION OF A YEAR END STATEMENT LISTING ALL INCOME AND EXPENSES FOR THE PRIOR YEAR. THIS STATEMENT SHALL BE DELIVERED TO ALL OWNERS PRIOR TO THE ANNUAL MEETING.
(G) MAINTENANCE OF AN UP-TO-DATE ACCOUNTING OF ALL INCOME AND EXPENDITURES OF THE CO-OWNERS ASSOCIATION. ALL RECORDS AND VOUCHERS SHALL BE MADE AVAILABLE FOR EXAMINATION BY ANY OWNER UPON WRITTEN REQUEST TO THE BOARD.

SECTION 3.07. POWER OF THE BOARD OF MANAGERS: THE BOARD OF MANAGERS 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 AND TERMINATE AT WILL A MANAGING AGENT OR REAL ESTATE MANAGEMENT COMPANY (EITHER BEING HEREINAFTER REFERRED TO AS "MANAGING AGENT") TO ASSIST THE BOARD IN PERFORMING ITS DUTIES.
(B) TO PURCHASE FOR THE BENEFIT OF THE CO-OWNERS SUCH EQUIPMENT, MATERIALS, LABOR, AND SERVICES AS MAY BE NECESSARY IN THE JUDGMENT OF THE BOARD OF MANAGERS.
(c) To procure for the benefit of the owners, fire and extended coverage insurance covering the buildings and the property to the full insurable value thereof and to procure public liability and property damage insurance and workers' compensation insurance, if necessary, for the benefit of the owners of the association.
(d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the board of managers may be necessary or desirable in connection with the business and affairs of the co-owners' association.
(e) To include the costs of all of the above and foregoing as common expenses and to pay all of such costs.
(f) To open and maintain a bank account or accounts in the name of the association.
(g) To adopt, revise, amend, and alter from time to time, reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the property.

SECTION 3.08. LIMITATION ON BOARD ACTION. After the tenure of the initial board of managers, the authority of the board of managers to enter into contracts shall be limited to contracts involving a total expenditure of less than $1,000.00 without obtaining the prior approval of a majority of owners, or the majority of a quorum at a duly called meeting of the co-owners except in the following cases:
(A) Supervision of, and full authority regarding replacing or restoring portions of the common areas or limited areas damaged or destroyed by fire or other casualty where the costs thereof is payable out of insurance proceeds actually received; and,
(B) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the co-owners at the annual meeting.

SECTION 3.09. COMPENSATION: No manager shall receive any compensation for his services, as such, except to such extent as may be expressly authorized by a majority of the owners.

SECTION 3.10. MEETINGS: Regular meetings of the board of managers may be held at such time and place as shall be determined from time to time by a majority of managers. The secretary shall give notice of regular meetings of the board to each manager personally or by United States mail at least five (5) days prior to the date of such meetings.
Special meetings of the board may be called by the president or any two board members. It is the responsibility of the person or persons calling the special meeting to notify all board members in writing at least (5) days in advance of the meeting.
NOTICE OF THE MEETING SHALL CONTAIN A STATEMENT OF THE PURPOSE OF THE MEETING. NOTIFICATION MUST BE DELIVERED BY MAIL OR DELIVERED IN PERSON TO THE MANAGER'S RESIDENCE.

SECTION 3.11. WAIVER OF NOTICE: ANY MANAGER MAY WAIVE HIS RIGHT OF NOTIFICATION IF DONE IN WRITING PRIOR TO THE COMMENCEMENT OF THE MEETING. THE PRESENCE OF ANY MANAGER AT A MEETING CONSTITUTES HIS WAIVER OF NOTIFICATION. IF ALL MANAGERS ARE PRESENT AT A MEETING NO MEETING NOTICE SHALL BE REQUIRED.

SECTION 3.12. NON-LIABILITY OF MANAGERS: THE MANAGERS SHALL NOT BE LIABLE TO THE CO-OWNERS FOR ANY ERROR OR MISTAKE OF JUDGMENT EXERCISED IN CARRYING OUT THEIR DUTIES AND RESPONSIBILITIES AS MANAGERS, EXCEPT FOR THEIR OWN INDIVIDUAL WILFUL MISCONDUCT OR BAD FAITH. THE CO-OWNERS SHALL INDEMNIFY AND HOLD HARMLESS EACH OF THE MANAGERS AGAINST ANY AND ALL LIABILITY TO ANY PERSON, FIRM, OR CORPORATION ARISING OUT OF CONTRACTS MADE BY THE BOARD ON BEHALF OF THE CO-OWNERS' ASSOCIATION, UNLESS ANY SUCH CONTRACT SHALL HAVE BEEN MADE IN BAD FAITH OR CONTRARY TO THE PROVISIONS OF THE DECLARATION OR BY-LAWS. IT IS INTENDED THAT THE MANAGERS SHALL HAVE NO PERSONAL LIABILITY WITH RESPECT TO THE CONTRACTS MADE BY THEM ON BEHALF OF THE ASSOCIATION AND THAT IN ALL MATTERS, THE BOARD IS ACTING FOR AND ON BEHALF OF THE CO-OWNERS AND AS THEIR AGENT.

THE LIABILITY OF ANY OWNER ARISING OUT OF ANY ACTION TAKEN BY THE BOARD OR OUT OF THE AFORESAID INDEMNITY IN FAVOR OF THE MANAGERS SHALL BE IN PROPORTION TO THE OWNERS' PERCENTAGE INTEREST OF THE COMMON AREA UNLESS OTHERWISE AGREED BY THE OWNER. EVERY CONTRACT MADE BY THE BOARD OR THE MANAGING AGENT ON BEHALF OF THE ASSOCIATION SHALL PROVIDE THAT THE BOARD OF MANAGERS AND THE MANAGING AGENT, AS THE CASE MAY BE, IS ACTING AS AGENT FOR THE CO-OWNERS AND SHALL HAVE NO PERSONAL LIABILITY THEREUNDER, EXCEPT IN THEIR CAPACITY AS OWNERS AND THEN ONLY TO THE EXTENT OF THEIR PERCENTAGE INTEREST.

SECTION 3.13. ADDITIONAL INDEMNITY OF MANAGERS. THE CO-OWNERS SHALL INDEMNIFY ANY PERSON, HIS OR HER HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES, MADE A PARTY TO ANY ACTION, SUIT, OR PROCEEDING BY REASON OF THE FACT THAT HE OR SHE IS OR WAS A MANAGER OF THE ASSOCIATION AGAINST THE EXPENSE, INCLUDING ATTORNEYS' FEES ACTUALLY AND NECESSARILY INCURRED BY HIM IN CONNECTION WITH THE DEFENSE OF SUCH ACTION, SUIT OR PROCEEDING, OR IN CONNECTION WITH ANY APPEAL THEREIN EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN IN RELATION TO A PROCEEDING THAT SUCH MANAGER IS LIABLE FOR GROSS MISCONDUCT IN THE PERFORMANCE OF HIS DUTIES. THE CO-OWNERS SHALL ALSO REIMBURSE TO ANY SUCH MANAGER THE REASONABLE COSTS OF SETTLEMENT OR OF JUDGMENT RENDERED IN ANY ACTION, SUIT OR PROCEEDING, IF IT SHALL BE FOUND BY A MAJORITY OF
THE CO-OWNERS THAT SUCH MANAGER WAS NOT GUILTY OF GROSS MISCONDUCT. IN MAKING SUCH FINDINGS AND NOTWITHSTANDING THE
ADJUDICATION IN ANY ACTION, SUIT OR PROCEEDINGS AGAINST A MANAGER,
NO MANAGER SHALL BE CONSIDERED OR DEEMED TO BE GUILTY OF OR LIABLE
FOR GROSS MISCONDUCT IN THE PERFORMANCE OF HIS DUTIES WHERE,
ACTING IN GOOD FAITH, SUCH MANAGER RELIED ON THE BOOKS AND RECORDS
OF THE ASSOCIATION OR STATEMENTS OR ADVICE MADE BY OR PREPARED BY
THE MANAGING AGENT OF THE ASSOCIATION OR ANY OFFICER OR EMPLOYEE
THEREOF, OR ANY ACCOUNTANT, ATTORNEY OR OTHER PERSON, FIRM, OR
CORPORATION EMPLOYED BY THE ASSOCIATION TO RENDER ADVICE OR
SERVICE UNLESS SUCH MANAGER HAD ACTUAL KNOWLEDGE OF THE FALSELY OR
INCORRECTNESS THEREOF; NOR SHALL A MANAGER BE DEEMED GUILTY OF OR
LIABLE FOR GROSS MISCONDUCT IN VIRTUE OF THE FACT THAT HE FAILED
OR NEGLECTED TO ATTEND A MEETING OR MEETINGS OF THE BOARD OF
MANAGERS.

ARTICLE IV

OFFICERS

SECTION 4.01. OFFICERS OF THE ASSOCIATION: THE PRINCIPAL
OFFICERS OF THE ASSOCIATION SHALL BE THE PRESIDENT,
VICE-PRESIDENT, SECRETARY AND TREASURER, ALL OF WHOM SHALL BE
ELECTED BY THE BOARD. THE MANAGERS MAY APPOINT AN ASSISTANT
TREASURER AND AN ASSISTANT SECRETARY AND SUCH OTHER OFFICERS AS IN
THEIR JUDGMENT MAY BE NECESSARY. ANY TWO OR MORE OFFICERS MAY BE
HELID BY THE SAME PERSON, EXCEPT THAT THE DUTIES IF THE PRESIDENT
AND SECRETARY SHALL NOT BE PERFORMED BY THE SAME PERSON.

SECTION 4.02. ELECTION OF OFFICERS: EXCEPT AS SET FORTH IN
SECTION 4.02 ABOVE, THE OFFICERS OF THE ASSOCIATION SHALL BE
ELECTED ANNUALLY BY THE BOARD AT THE INITIAL MEETING OF EACH NEW
BOARD. UPON RECOMMENDATION OF A MAJORITY OF ALL MEMBERS OF THE
BOARD AND UPON AN AFFIRMATIVE VOTE OF A MAJORITY OF ALL OWNERS,
ANY OFFICER MAY BE REMOVED EITHER WITH OR WITHOUT CAUSE AND HIS
SUCCESSOR ELECTED AT ANY REGULAR MEETING OF THE BOARD OR AT ANY
SPECIAL MEETING OF THE BOARD CALLED FOR SUCH PURPOSE.

SECTION 4.03. THE PRESIDENT: THE PRESIDENT SHALL BE ELECTED
FROM AMONG THE MANAGERS AND SHALL BE THE CHIEF EXECUTIVE OFFICER
OF THE ASSOCIATION. HE SHALL PRESIDE AT ALL MEETINGS OF THE
ASSOCIATION AND OF THE BOARD, AND SHALL HAVE AND DISCHARGE ALL THE
GENERAL POWERS AND DUTIES USUALLY VESTED IN THE OFFICE OF THE
PRESIDENT OR CHIEF EXECUTIVE OFFICER OF AN ASSOCIATION OR A STOCK
CORPORATION ORGANIZED UNDER THE LAWS OF INDIANA, INCLUDING, BUT
NOT LIMITED TO THE POWER TO APPOINT COMMITTEES FROM AMONG THE
CO-OWNERS AS HE MAY DEEM NECESSARY, TO ASSIST IN THE AFFAIRS OF
THE ASSOCIATION AND TO PERFORM SUCH OTHER DUTIES AS THE BOARD MAY
FROM TIME TO TIME PREScribe.
SECTION 4.04. THE VICE-PRESIDENT. THE VICE-PRESIDENT SHALL BE ELECTED FROM AMONG THE MANAGERS AND SHALL PERFORM ALL DUTIES INCIDENTAL UPON THE PRESIDENT DURING THE ABSENCE OR DISABILITY OF THE PRESIDENT. THE VICE-PRESIDENT SHALL ALSO PERFORM SUCH OTHER DUTIES AS THESE BY-LAWS MAY PRESCRIBE OR AS SHALL, FROM TIME TO TIME, BE IMPOSED UPON HIM BY THE BOARD OR BY THE PRESIDENT.


SECTION 4.06. THE TREASURER. THE BOARD SHALL ELECT FROM AMONG THE MANAGERS A TREASURER WHO SHALL MAINTAIN A TRUE AND COMPLETE RECORD OF ACCOUNTS SHOWING ACCURATELY AT ALL TIMES THE FINANCIAL CONDITION OF THE ASSOCIATION AND SUCH OTHER DUTIES INCIDENTAL TO THE OFFICE OF TREASURER. HE SHALL BE A LEGAL CUSTODIAN OF ALL MONEY, NOTES, SECURITIES, AND OTHER VALUABLES WHICH MAY FROM TIME TO TIME COME INTO POSSESSION OF THE ASSOCIATION. HE SHALL IMMEDIATELY DEPOSIT ALL FUNDS OF THE ASSOCIATION COMING INTO HIS HANDS IN SOME RELIABLE BANK OR OTHER DEPOSITORY TO BE Designated BY THE BOARD AND SHALL KEEP SUCH BANK ACCOUNT IN THE NAME OF THE ASSOCIATION. THE TREASURER SHALL BE BONDED.

SECTION 4.07. ASSISTANT OFFICERS. THE BOARD OF MANAGERS MAY, FROM TIME TO TIME, DESIGNATE AND ELECT FROM AMONG THE CO-OWNERS AN ASSISTANT SECRETARY AND ASSISTANT TREASURER, WHO SHALL HAVE SUCH POWERS AND DUTIES AS THE OFFICERS WHO THEY ARE ELECTED TO ASSIST SHALL DELEGATE TO THEM AND SUCH OTHER POWERS AND DUTIES AS THESE BY-LAWS OR THE BOARD OF MANAGERS MAY PRESCRIBE. EXCEPT THAT THEY SHALL HAVE NO VOTING PRIVILEGES ON THE BOARD UNLESS THEY ARE CHOSEN FROM AMONG ELECTED BOARD MEMBERS.

ARTICLE V

SECTION 5.01. ANNUAL ACCOUNTING. ANNUALLY, AFTER THE CLOSE OF EACH FISCAL YEAR AND PRIOR TO THE DATE OF THE ANNUAL MEETING OF THE ASSOCIATION, THE BOARD SHALL CAUSE TO BE PREPARED AND PUBLISHED TO EACH OWNER A FINANCIAL STATEMENT, WHICH STATEMENT SHALL SHOW ALL RECEIPTS AND EXPENSES RECEIVED, INCURRED, AND PAID DURING THE PRECEDING CALENDAR YEAR. THE INITIAL BOARD SHALL
PRESENT TO MEMBERS OF THE ASSOCIATION AT THE FIRST ANNUAL MEETING A STATEMENT SHOWING ALL ACCUMULATED INCOME AND EXPENSES FOR ALL PRIOR YEARS.

SECTION 5.01. PROPOSED ANNUAL BUDGET. ANNUALLY, ON OR BEFORE THE DATE OF THE ANNUAL MEETING OF THE ASSOCIATION, THE BOARD OF MANAGERS SHALL CAUSE TO BE PREPARED A PROPOSED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR ESTIMATING THE TOTAL AMOUNT OF THE COMMON EXPENSES FOR THE ENSUING YEAR, AND FURNISH A COPY OF THE PROPOSED BUDGET TO EACH OWNER PRIOR TO THE ANNUAL MEETING. THE ANNUAL BUDGET SHALL BE SUBMITTED TO THE CO-OWNERS AT THE MEETING OF THE ASSOCIATION FOR ADOPTION AND IF SO ADOPTED, SHALL BE THE BASIS FOR THE REGULAR ASSESSMENTS (HEREINAFTER DEFINED) FOR THE ENSUING CALENDAR YEAR. AT THE ANNUAL MEETING OF THE CO-OWNERS THE BUDGET MAY BE APPROVED IN WHOLE OR IN PART OR MAY BE AMENDED IN WHOLE OR IN PART BY A MAJORITY OF THE VOTE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE ANNUAL MEETING OF THE CO-OWNERS BE ADJOURNED UNTIL AN ANNUAL BUDGET IS APPROVED AT SUCH MEETING, EITHER THE PROPOSED ANNUAL BUDGET OR THE PROPOSED ANNUAL BUDGET AS AMENDED.

SECTION 5.02. REGULAR ASSESSMENTS. THE ADOPTED ANNUAL BUDGET SHALL CONTAIN A STATED ASSESSMENT AGAINST EACH DWELLING UNIT THAT HAS BEEN SOLD AND TITLE CONVEYED. THIS ASSESSMENT WILL BE EQUAL FOR ALL DWELLING UNITS, UPON ADOPTION OF THE FINAL BUDGET EACH CO-OWNER SHALL BE GIVEN WRITTEN NOTICE OF THIS ASSESSMENT (HEREIN CALLED THE REGULAR ASSESSMENT). THE REGULAR ASSESSMENT MAY BE PAID IN EQUAL QUARTERLY INSTALLMENTS BEGINNING ON THE FIRST DAY OF THE MONTH FOLLOWING ADOPTION. PAYMENT SHALL BE MADE AT A PLACE DESIGNATED BY THE BOARD AND CHECKS SHOULD BE MADE OUT TO THE ORDER OF SUGAR BUSH CO-OWNERS ASSOCIATION, INC. THE REGULAR ASSESSMENT FOR THE YEAR SHALL BECOME A Lien ON EACH SEPARATE UNIT, AS OF THE FIRST DAY OF THE MONTH AFTER ADOPTION. AN OWNER'S ASSESSMENT COMMENCES ON THE FIRST OF THE MONTH FOLLOWING CLOSING OF THEIR UNIT OR WHEN POSSESSION IS TAKEN, WHICHEVER FIRST OCCURS. THIS ASSESSMENT MAY NOT BE CUMULATIVELY INCREASED MORE THAN 1% EACH SUCCEEDING YEAR.

UNITS UNDER CONSTRUCTION, UNITS AND UNITS AND THE COMMON AREAS ASSOCIATED WITH SUCH UNITS SHALL NOT BE ASSESSED AND SHALL BE MAINTAINED BY THE DECLARANT UNTIL SOLD.

SECTION 5.04. SPECIAL ASSESSMENTS. EACH OF THE OWNERS WITHIN THE DEVELOPMENT SHALL AUTOMATICALLY AND MANDATORY BE MEMBERS OF THE CO-OWNERS ASSOCIATION AND ENTITLED TO ALL OF THE PRIVILEGES AND SUBJECT TO ALL OF THE OBLIGATIONS THEREOF. DECLARANT AND ALL DWELLING UNIT OWNERS, BY THEIR ACCEPTANCE OF THEIR DEEDS, COVENANT AND AGREE TO BE BOUND BY THE CONDITIONS, RESTRICTIONS, AND OBLIGATIONS CONTAINED IN THE ARTICLES OF
INFORMATION AND REGULATIONS OF THE CO-OWNERS' ASSOCIATION AND OF
THE PROVISIONS HEREOF. EACH DWELLING UNIT OWNER SHALL PAY TO THE
ASSOCIATION EASIAL ANNUAL ASSESSMENTS, WHICH ASSESSMENTS ARE
NECESSARY TO PROVIDE FOR MAINTENANCE AND REPAIR OF THE COMMON
AREAS AND LIMITED COMMON AREAS, TOGETHER WITH NECESSARY INSURANCE,
RESERVE FUND FOR REPLACEMENTS, MAINTENANCE, AND FOR ANY OTHER
NECESSARY FUNCTION FOR SUCH MAINTENANCE AND OPERATION OF THE
RENT.

IN ADDITION TO THE ANNUAL ASSESSMENTS AUTHORIZED ABOVE, THE
ASSOCIATION MAY LEVY IN ANY ASSESSMENT YEAR, SPECIAL ASSESSMENTS
FOR THE PURPOSE OF DEFRAISING, IN WHOLE OR IN PART: (1) THE COST
OF ANY CONSTRUCTION, RECONSTRUCTION, REPAIR OR REPLACEMENT OF A
CAPITAL IMPROVEMENT, INCLUDING FIXTURES AND PERSONAL PROPERTY
RELATED THERETO, AND (2) THE EXPENSES OF ANY OTHER CONTINGENCIES;
PROVIDED THAT ANY SUCH ASSESSMENTS SHALL HAVE THE ASSENT OF A
MAJORITY OF THE VOTES OF THE MEMBERS WHO ARE VOTING IN PERSON OR
BY PROXY AT A MEETING DILY CALLED FOR THIS PURPOSE.

THE AMOUNT OF THE ANNUAL ASSESSMENT OR OF ANY SPECIAL
ASSESSMENT PROVIDED FOR IN THIS SECTION, SHALL BE ASSESSED AS A
LIEN AT THE BEGINNING OF EACH ANNUAL ASSESSMENT PERIOD OR AT THE
TIME OF SPECIAL ASSESSMENT, AS THE CASE MAY BE. EACH ASSESSMENT
SHALL BE DUE AND PAYABLE WITHIN THIRTY (30) DAYS OF THE ASSESSMENT,
AND, UPON DEFAULT OF PAYMENT WITHIN SUCH PERIOD OF TIME, SUCH
ASSESSMENT SHALL BE A LIEN AGAINST THE DEFAULTING OWNER AND
AGAINST THAT PART OF THE PROPERTY, IF ANY, OWNED BY THE DEFAULTING
DECLARANT, AND THE ASSOCIATION SHALL BE ENTITLED TO ENFORCE THE
PAYMENT OF SAID LIEN ACCORDING TO THE LAWS OF THE STATE OF
INwANA, AND TO TAKE ANY OTHER ACTIONS FOR COLLECTION FROM THE
DECLARING PARTY. ANY SUCH LIEN AGAINST A BUILDING UNIT OR
AGAINST THAT PART OF THE PROPERTY, IF ANY, OWNED BY THE DECLARANT,
SHALL BE SUBORDINATE TO ANY RECORDED FIRST MORTGAGE COVERING SUCH
BUILDING UNIT OR, AS THE CASE MAY BE, COVERING THAT PART OF THE
PROPERTY, IF ANY, OWNED BY DECLARANT.

BOTH ANNUAL AND SPECIAL ASSESSMENTS MAY BE COLLECTED ON A
QUARTERLY BASIS. PENALTIES MAY BE IMPOSED BY THE BOARD FOR LATE
PAYMENTS.

SECTION 5.05. MAINTENANCE AND REPAIRS. EVERY OWNER SHALL
PROMPTLY PERFORM ALL MAINTENANCE AND REPAIR WITHIN THEIR OWN
BUILDING UNIT WHICH, IF NEGLECTED, WOULD ADVERSELY AFFECT THE
VALUE OF THE PROPERTY AND IS THE RESPONSIBILITY OF THE OWNER TO
MAKE PERSONALLY. SUCH MAINTENANCE AND REPAIRS INCLUDE, BUT ARE
NOT LIMITED TO, ALL WATER LINES SERVING THE CO-OWNERS SIDE OF THE WATER METER, ALL SANITARY
SEWER LINES AND VENTS SERVING THE UNIT TERMINATING AT THE
BUILDINGS COMMON SEWER LATERAL, ELECTRIC LINES SERVING THE UNIT
TERMINATING AT THE METER BASE, GAS LINES CONNECTING AT THE GAS
METER, STORM DOORS, STORM WINDOWS, AIR CONDITIONING EQUIPMENT, ALL

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ARTICLE VI
RESTRICTIONS ON USE

SECTION 6.01. THE FOLLOWING RESTRICTIONS ON THE USE AND ENJOYMENT OF THE BUILDING UNITS, COMMON AREAS, LIMITED AREAS, AND THE PROPERTY ARE IN ADDITION TO THOSE SET FORTH IN THE DECLARATION. THESE ARE AS FOLLOWS:

(A) ALL BUILDING UNITS SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES AND OCCUPANCY FOR A SINGLE FAMILY. NOTHING HEREIN CONTAINED SHALL RESTRICT THE USE OF PREMISES DURING CONSTRUCTION AND SALE PERIOD AS "MODELS", OFFICE, CONSTRUCTION TRAILER AND EQUIPMENT, AND FOR STORAGE OF EQUIPMENT, MATERIALS AND SUPPLIES.

(B) NO ADDITIONAL BUILDINGS SHALL BE ERECTED OTHER THAN THE BUILDINGS DESIGNATED IN THE DECLARATION AND SHOWN ON THE PLANS.

(C) NOTHING SHALL BE DONE OR KEPT IN ANY UNIT OR IN THE COMMON AREAS OR LIMITED AREAS WHICH WILL CAUSE AN INCREASE IN THE RATE OF INSURANCE ON ANY BUILDING OR THE CONTENTS THEREOF. NO OWNER SHALL PERMIT ANYTHING TO BE DONE OR KEPT IN THEIR UNIT OR IN THE COMMON AREAS OR LIMITED AREAS WHICH WILL RESULT IN A CANCELLATION OF INSURANCE ON ANY BUILDING OR CONTENTS THEREOF, OR WHICH WOULD BE IN VIOLATION OF ANY LAW OR ORDINANCE.

(D) NO WASTE SHALL BE COMMITTED IN THE COMMON AREAS OR LIMITED AREAS.

(E) NO OWNER MAY ATTACH IN ANY MANNER ANY ITEM TO THE OUTSIDE SURFACES OF ANY BUILDING WITHOUT THE WRITTEN CONSENT OF THE BOARD. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, STORM WINDOWS, T.V. ANTENNAE, APPLIANCES, CANOPIES, PATIO ROOFS, SHUTTERS AND SIGNS. IT SHALL NOT INCLUDE STORM DOORS APPROVED BY THE BOARD.

(F) NO OWNER MAY PLACE ANY OBJECT IN ANY COMMON AREA OR LIMITED COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE BOARD. THIS SHALL INCLUDE BUT NOT BE LIMITED TO, BIRD BATHS, BIRD FEEDERS, ARTIFICIAL ANIMALS, BARN BARRELS, WAGON WHEELS AND FENCES. THIS SHALL NOT INCLUDE PORCH AND PATIO FURNITURE CONFIRMED TO PATIOS AND PORCHES, NOR AUTOMOBILES CONFIRMED TO DRIVEWAYS.
(G) No owner may plant trees, plants, and flowers in any common area or limited common area without the written consent of the board. Except flowers may be planted in designated planting areas adjacent to the buildings and patios; provided, that owner maintains the area where the plantings occur. No planting is allowed in the common or limited areas.

(H) No owner may cover porches or patios with carpeting without the written consent of the board.

(I) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas or limited areas, except that small pet dogs, cats, or customary household pets may be kept in a building unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and an owner shall be fully liable for any damage to the common areas or limited areas caused by his pet. The board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the board is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the property upon two (2) written notices from the board to the respective owner. County and town ordinances covering pets shall be enforced in an effort to encourage violators of this provision to comply.

(J) Nothing shall be done or permitted in any building unit which will impair the structural integrity of any building or which would structurally change any building, except as otherwise provided in the declaration or these by-laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the building unit or to be a nuisance, annoyance, inconvenience, or damage to other residents of the building or neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, t.v., loud speakers, electrical equipment, amplifiers, or other equipment or machines.

(K) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the common or limited common areas shall be kept free of and clear of rubbish, debris, and other unsightly material by the owners.

(L) 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 the property.

(M) No "for sale", "for rent", or "for lease" signs or other window advertising display shall be maintained or permitted on any part of the property or any unit without the prior written
CONSENT OF THE BOARD; PROVIDED, HOWEVER, THAT THE RIGHT RESERVED BY THE DECLARATION AND THE BOARD TO PLACE OR ALLOW TO BE PLACED "FOR SALE" OR "FOR LEASE" SIGNS ON ANY UNSTAGED OR UNOCCUPIED UNITS.

(8) ALL OWNERS AND MEMBERS OF THEIR FAMILIES THEIR GUESTS, OR INVITEES, AND ALL OCCUPANTS OF ANY UNIT OR OTHER PERSONS ENTITLED TO USE THE SAME AND TO USE AND ENJOY THE COMMON AREAS AND LIMITED COMMON AREAS OR ANY PART THEREOF, SHALL OBSERVE AND BE GOVERNED BY SUCH RULES AND REGULATIONS AS MAY FROM TIME TO TIME BE ISSUED BY THE BOARD GOVERNING THE OPERATION, USE, AND ENJOYMENT OF THE COMMON AREAS AND LIMITED COMMON AREAS.

(9) ONLY OPERATING TAXIS, PICKUP TRUCKS OR VANS, WHICH ARE CAPABLE OF FITTING INTO A GARAGE AND NORMALLY USED FOR PASSENGER SERVICE MAY BE PARKED IN GARAGES. NO OTHER VEHICLE OF ANY DESCRIPTION SHALL BE STORED OR PARKED ANYWHERE ON THE PREMISES EXCEPT IN THE GARAGES OF THE DWELLING UNITS. VEHICLES PARKED IN DRIVEWAYS MUST BE IN GOOD MECHANICAL REPAIR AS NOT TO DAMAGE OR SOIL THE PAVED SURFACES AND MUST BE GENERALLY ACCEPTABLE IN APPEARANCE. NO STREET PARKING SHALL BE PERMITTED, PARKING OF A VISITOR VEHICLE IN DRIVEWAYS THAT WILL NOT CAUSE DAMAGE TO ANY COMMON OR LIMITED AREA NOR CREATE A NOISE TO ANY OTHER CO-OWNERS SHALL BE PERMITTED.

(10) NO DIGGING IN COMMON OR LIMITED AREAS (EXCEPT THOSE DESIGNATED PLANTING AREAS) BY OWNERS IS ALLOWED. ALL DIGGING IN COMMON OR LIMITED AREAS MUST BE APPROVED BY THE BOARD.

SECTION 6.02. RIGHT OF ENTRY. AN OWNER OR OCCUPANT OF A BUILDING UNIT SHALL GRANT THE RIGHT OF ENTRY TO THE MANAGING AGENT OR ANY PERSON AUTHORIZED BY THE BOARD IN CASE OF ANY EMERGENCY ORIGINATING IN, OR THREATENING HIS 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, WHOSE ENTRY IS REQUIRED, TO ENTER HIS OR HER BUILDING 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 CONVENIENT TO THE OWNER. IN CASE OF EMERGENCIES, SUCH RIGHT OF ENTRY SHALL BE IMMEDIATE.

SECTION 6.03. RIGHT OF BOARD TO ADOPT RULES AND REGULATIONS. THE BOARD MAY PROMULGATE SUCH ADDITIONAL RULES AND REGULATIONS REGARDING THE OPERATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE USE OF THE COMMON AREAS AND LIMITED AREAS, AS IT
ARTICLE VII
AMENDMENT TO BY-LAWS

SECTION 7.01. THESE BY-LAWS MAY BE AMENDED BY A VOTE OF NOT LESS THAN FIFTY-ONE PERCENT (51%) OF THE VOTE OF THE CO-OWNERS IN A DULY CONSTITUTED MEETING CALLED FOR SUCH PURPOSE. EXCEPT THAT RIGHT IS RESERVED TO THE BOARD OF MANAGERS TO SO AMEND DURING THE PERIOD SET OUT IN SECTION 3.02 ABOVE.

ARTICLE VIII
NOTICE OF UNPAID ASSESSMENTS

SECTION 8.01. NOTICE OF UNPAID ASSESSMENTS. THE ASSOCIATION SHALL, UPON REQUEST OF A MORTGAGEE, A PROPOSED MORTGAGEE OR PURCHASER WHO HAS A CONTRACTUAL RIGHT TO PURCHASE A UNIT, FURNISH TO SUCH MORTGAGEE OR PURCHASER A STATEMENT SETTING FORTH THE AMOUNT OF THE UNPAID REGULAR OR SPECIAL ASSESSMENTS AGAINST THE UNIT, WHICH STATEMENT SHALL BE BINDING UPON THE ASSOCIATION AND THE CO-OWNERS, AND ANY MORTGAGEE OR GRANTEE OF THE UNIT SHALL NOT BE LIABLE FOR OR SHALL THE UNIT CONVEYED BE SUBJECT TO A LIEN FOR ANY UNPAID ASSESSMENTS IN EXCESS OF THE AMOUNT SET FORTH IN SUCH STATEMENTS.

ARTICLE IX
POWER OF ATTORNEY

SECTION 9.01. POWER OF ATTORNEY. THE POWER OF ATTORNEY EXECUTED BY EACH OWNER IN FAVOR OF THE DECLARANT, AS AGENT, AND REFERRED TO IN THE DECLARATION AND THE BY-LAWS, IS INCORPORATED HERIN BY REFERENCE AND THE TERMS AND CONDITIONS OF EACH ARE SUBJECT TO THE TERMS AND CONDITIONS OF SAID POWER OF ATTORNEY.

CERTIFICATION

THE Undesignated, being first duly sworn, hereby certifies that the within and foregoing code of by-laws of Sugar Bush Co-Owners Association, Inc., are true and correct.

[Signature]
William J. Roache, President
Sugar Bush Co-Owners Association

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STATE OF INDIANA

COUNTY OF HENDRICKS

SUBSCRIBED AND SWORN TO BEFORE ME, A NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE, THIS 2ND. DAY OF SEPTEMBER 1989.

MY COMMISSION EXPIRES:

JULY 13, 1992

COUNTY OF RESIDENCE:

Hendricks

SIGHTED BY:

Martha Louise Hackstep

NOTARY PUBLIC

PRINTED NAME

This instrument prepared by:

Charles E. Hostetter

Brownsburg, Ind.
FIRST AMENDMENT TO THE
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
SUGAR BUSH HORIZONTAL PROPERTY REGIME
AND TO THE CODE OF BY-LAWS OF
SUGAR BUSH CO-OWNERS ASSOCIATION, INC.

This amendment made this 20th day of July, 1992, by the owners
of units in Sugar Bush Horizontal Property Regime, pursuant to
Paragraph 24 of the Declaration of Horizontal Property Ownership,
Sugar Bush Horizontal Property Regime, dated September 13, 1989,
and recorded October 6, 1989, as Instrument #5258, in
miscellaneous Record Book 119, pages 437-60 in the office of the
Recorder of Hendricks County, Indiana; and pursuant to Article VII
of the Code of By-laws of Sugar Bush Co-Owners Association, Inc.,
dated September 13, 1989, and recorded October 6, 1989, as
Instrument #______, in Miscellaneous Record Book 119, pages
420 to 436, all in the office of the Recorder of Hendricks County,
Indiana.

WITNESSETH:

A. Whereas a Declaration of Horizontal Property Ownership,
Sugar Bush Horizontal Property Regime, and Plat was filed in the
office of the Hendricks County Recorder on the 6th day of
October, 1989 in Miscellaneous Record Book 119, Pages 417-60, as
Instrument #5258 and;

B. Whereas Supplemental Declarations were thereafter recorded
adding additional units, and the project known as Sugar Bush is
now fully complete with all units now legally owned by owners
other than the Declarant; and

ENTERED FOR RECORD

JUL 8 1992

HENDRICKS COUNTY RECORDER
C. Whereas By-laws were recorded as set forth above; and,

D. Whereas certain changes in the Declaration have been
proposed to allow the addition of enclosed patios, within certain
guidelines, to be built within the Regime; and,

E. Whereas, an Amendment has been duly and properly proposed,
as required by Paragraph 24 of the said Declaration, and Article
VII of said By-laws.

NOW, THEREFORE, the Owners hereby make this Amendment to
Declaration of Horizontal Property Ownership, Sugar Bush
Horizontal Property Regime, and to Code of By-laws of Sugar Bush
Co-Owners Association, Inc., to supersede and replace and amend
where specifically set forth below, the original Declaration of
Horizontal Property Ownership, Sugar Bush Horizontal Property
Regime, and the Code of By-laws, and where not specifically
amended, altered or replaced, to remain in full force and effect
as follows:

1. The Declaration and By-laws are hereby amended to allow
an individual to construct, in strict accord with the requirements
hereinafter set forth, a patio enclosure/screened room/roof, in a
manner that will add to the aesthetics and value of the Horizontal
Property Regime;

2. In the event an individual co-owner shall desire to
construct an enclosed patio to be added to his/her individual
unit, the co-owner shall make application to the Board of
Managers. All construction shall strictly conform to design
drawings and specifications previously approved by the Board of
Managers and construction shall be started and completed by a builder previously approved by the Board of Managers. No construction shall be commenced or proceed without the express approval and express written consent of a majority of the Board of Managers. Design and materials at all times shall be of a type matching the existing structure and the addition must be built according to the pre-approved plans and specifications developed by the architect previously selected by the Board of Managers and in compliance with all governmental codes. Only patio enclosures are authorized by this Amendment.

3. The Board of Managers shall have complete discretion to approve or disapprove the plans, specifications, and construction for compliance with the restrictions and requirements set forth herein and for assurance that the co-owner(s) have the necessary and proper financial ability to start and complete construction.

4. The added structure, when built, shall become a part of the existing Horizontal Property Regime. The ownership of the structure shall be as follows: The slab on which the structure is constructed is and shall remain limited common area and the added structure in its entirety becomes the property of the owner of the dwelling unit to which it is attached. Responsibilities for maintenance, taxes, insurance, upkeep, and supervision shall be the same as those outlined for each unit in various paragraphs of the Declaration and the added structure shall be integrated into the Regime accordingly except that the owner of the dwelling unit
agrees to bear the expense of a special assessment on each and
every occasion when, in the future, the Association incurs an
expense for maintenance, taxes, insurance and upkeep which
includes the added structure increasing taxes, maintenance,
insurance and/or upkeep. The owner shall be assessed the
additional proportional cost arising as a result of the added
structure increasing taxes, maintenance, insurance and/or upkeep.

5. An amended plat, only if necessary, and showing the added
structure shall be recorded in the office of the Recorder of
Hendricks County, showing proper cross-referencing and showing, by
signatures of the President and Secretary of the Co-Owner's
Association, that the plat has been considered and approved.

6. Additions of structures herein shall in no way modify or
change the relative percentage ownership, percentage interest or
percentage vote as set forth in the Recorded Declaration and
Recorded Supplemental Declarations.

By our signatures here-to, we affirm as officers of the Board
of Managers of Sugar Bush Co-Owners Association, Inc., that the
foregoing Amendment has been duly and legally considered and
approved in the form set forth above this 20th day of

SUGAR BUSH CO-OWNERS ASSOCIATION, INC.

By: R.R. 'Pat' Sturz
President

By: June F. Gardner
Secretary
STATE OF INDIANA  
COUNTY OF HENDERSON  

Before me, a Notary Public in and for said County and State, personally appeared R H 'Pet' Stewart, as President, and June R. Gardner, as Secretary, of Sugar Bush Co-Owners Association, Inc., who acknowledged the execution of the above and foregoing First Amendment to the Declaration of Horizontal Property Ownership, Sugar Bush Horizontal Property Regime, and to The Code of By-Laws of Sugar Bush Co-Owners Association, Inc., for and on behalf of said Corporation.

Witness my hand and Notary Seal this 20th day of July, 1992.

My Commission Expires: October 22, 1992
Printed Name Charles E. Hostetler  
County of Residence Hendricks

This instrument prepared by Charles E. Hostetler, Attorney at Law.
SIXTH SUPPLEMENTAL DECLARATION OF Covenants
AND RESTRICTIONS OF HORIZONTAL PROPERTY OWNERSHIP
SUGAR BUSH HORIZONTAL PROPERTY REGIME

This Sixth Supplemental Declaration, made this 12th
day of August, 1990, by Holiday Homes Corporation, an Indiana
corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See "Attachment A" for legal description
(hereinafter referred to as "Sugar Bush, Section Seven").

B. On the 13th day of September, 1989, Declarant
executed a Declaration of Horizontal Property Ownership, Sugar
Bush Horizontal Property Regime, which Declaration was recorded in
the office of the Recorder of Hendricks County, Indiana on the 6th
day of October, 1989, as Instrument No. 5258, in Book No. 119,
(the "Declaration"). Incorporated into the Declaration by
reference are the Articles of Incorporation and Code of By-Laws of
Sugar Bush Co-Owners Association, Inc. The Declaration, the
Articles of Incorporation, and By-Laws of Sugar Bush Co-Owners
Association, Inc. are incorporated herein by reference and all the
terms and definitions as described therein are hereby adopted and
shall have the same meaning in this Supplemental Declaration.

C. Sugar Bush Horizontal Property Regime, Section
Seven, is part of the tract described in Paragraph A and Paragraph
16 of the Declaration. Paragraph 16 of the Declaration provides
that all or part of the Tract may be annexed to Sugar Bush
Horizontal Property Regime, Sections One, Two, Three, Four, Five
and Six incorporated into the Declaration, and the Owners thereof
become members of Sugar Bush Co-Owners Association, Inc. in accord
with the conditions in Paragraphs 16 and 17 of the Declaration and
the filing of the Supplemental Declaration by Declarant. All
conditions relating to the annexation of Sugar Bush Horizontal
Property Regime, Section Seven, to the Tract of Sugar Bush
Horizontal Property Regime, have been met and Declarant, by
execution of this Supplemental Declaration, hereby incorporates
Sugar Bush Horizontal Property Regime, Section Seven, into the
Declaration and as annexed to Sugar Bush Horizontal Property
Regime.

NOW THEREFORE, Declarant makes this Supplemental
Declaration as follows:

1. Declaration. Declarant hereby declares that Sugar
Bush Horizontal Property Regime, Section Seven, and other
appurtenant easements, dwelling units, buildings, improvements and
property of every kind and nature whatsoever, real, personal or
mixed located thereon, is hereby annexed to Sugar Bush Horizontal
Property Regime and made part of the Declaration as if such
originally had been included in the Declaration, and shall
hereafter be held, transferred, sold, conveyed and occupied
subject to the covenants, restrictions and provisions of the
Declaration, the Articles, the By-Laws and the rules and
regulations as adopted by the Board of Directors as each may be
amended from time to time. Sugar Bush Horizontal Property Regime,
Section Seven, hereinafter and for all purposes shall be included in
the definition of Tract as defined in Paragraph 1(u) of the
Declaration.
2. Description of Sugar Bush Horizontal Property Regime, Section Seven. Sugar Bush Horizontal Property Regime, Section Seven, consists of four buildings, numbered Building 8, with one unit included in the building, numbered unit 14; Building 45 with one unit included in the building, numbered unit 79; Building 16 with three units included in the building, numbered units 26, 27 and 28; Building 4 with three units included in the building, numbered units 6, 7 and 8, together with the Common Area as designated on the Plat. The Common Area and the size of the units are as designated on the Plat. The building configuration for Buildings 8, 45, 16 and 4 is the same as those building plans already filed for Sections One, Two, Three, Four, Five and Six with the Hendricks County Recorder.

1. Percentage Interest. The Owner of each dwelling unit, including the owners of Sections One, Two, Three, Four, Five, Six and Section Seven annexed by this Supplement, shall each have a percentage interest in the Common Areas and Limited Areas and a corresponding percentage vote of 1 33/67%.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the By-Laws, the Articles and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant or occupant and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plat. The plat of Section Seven of Sugar Bush Horizontal Property Regime, has been recorded in the office of the Recorder of Hendricks County, Indiana, on the day of______, 1990, and is incorporated herein by reference.

EXECUTED the day and year hereinabove written.

HOLIDAY HOMES CORPORATION

BY: ____________________________

William J. Roach, President

STATE OF INDIANA

COUNTY OF HENDRICKS

Before me, a Notary Public in and for said County and State, personally appeared William J. Roach, an officer of Holiday Homes Corporation, who acknowledged the execution of the above and foregoing Sixth Supplemental Declaration of Covenants and Restrictions for Sugar Bush Horizontal Property Regime, Section Seven, Horizontal Property Ownership, of and on behalf of said Corporation.

Witness my hand and Notarial Seal this 14th day of August, 1990.

My Commission Expires: 11-12-93

______________________________
Sandra O. Klein
Notary Public
Printed Name: Sandra O. Klein
County of Residence: Hendricks

This instrument prepared by Charles E. Bostetter, Attorney at Law.
STATE OF ILLINOIS

COUNTY OF COOK

COUNTY OF COOK • FILED 5-25-1999

COURT No. 574292

PETITIONER

V.

RESPONDENT

I, the undersigned, do hereby swear that I have read the foregoing petition, and that the above and foregoing facts are true to the best of my knowledge and belief.

Sworn to and subscribed before me this 25th day of May, 1999.

[Signature]

[Notary Public]

[Stamp]
DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
SUGAR BUSH
HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this 13th day of September, 1989, by the "Declarant", Holiday Homes Corporation, an Indiana corporation.

WITNESSETH:

A. Whereas Declarant is the owner in fee simple of the following described real estate, located in Hendricks County, Indiana, to wit:

A part of the Southwest Quarter of Section 14, Township 16 North, Range 1 East, in Hendricks County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter; thence North 89 degrees 03 minutes 06 seconds East along the south line of said Southwest Quarter 414.23 feet to the Point of Beginning; thence continuing North 89 degrees 03 minutes 06 seconds East along said south line 539.51 feet to the west line of Sugar Bush Farms, Section 1; thence North 00 degrees 14 minutes 09 seconds West along said west line of Sugar Bush Farms, Section 1, 1284.85 feet; thence North 55 degrees 46 minutes 59 seconds West 82.14 feet; thence South 89 degrees 03 minutes 01 seconds West 471.47 feet; thence South 00 degrees 14 minutes 09 seconds East 1332.06 feet to a point on the south line of said Southwest Quarter and to the Point of Beginning, containing 16.46 acres, more or less, subject to highways, rights-of-way and easements.

B. Whereas Declarant is the owner in fee simple of certain real estate within the above described real estate described as Section 1, Sugar Bush Horizontal Property Regime, and more particularly described as follows:

A part of the Southwest quarter of Section 14, Township 16 North, Range 1 East of the Second Principal Meridian in Lincoln Township, Hendricks County, Indiana, and being more particularly described as follows, to wit:

...
Commencing at the Southwest corner of said quarter section; thence North 89 degrees 03 minutes 08 seconds East along the South line of said quarter section 414.21 feet; thence North 00 degrees 14 minutes 09 seconds West 50.80 feet to the POINT OF BEGINNING, said point of beginning also being on the proposed North right-of-way line of County Road 400 N., as now located and established; thence continue North 00 degrees 14 minutes 09 seconds West 175.00 feet; thence North 89 degrees 45 minutes 51 seconds East 175.00 feet; thence North 00 degrees 14 minutes 09 seconds West 900.72 feet to the point of curvature of a curve to the right having a radius of 89.00 feet, said point of curvature being South 89 degrees 45 minutes 51 seconds West 89.00 feet from the radius point of said curve; thence Northwesterly, Northeasterly and Easterly along the arc of said curve 138.49 feet to the point of tangency of said curve, said point of tangency being North 00 degrees 56 minutes 52 seconds West 89.00 feet from the aforesaid radius point; thence North 89 degrees 03 minutes 08 seconds East 111.48 feet to the point of curvature of a curve to the right having a radius of 89.00 feet, said point of curvature being North 00 degrees 56 minutes 52 seconds West 89 feet from the radius point of said curve; thence Easterly, Southeasterly along the arc of said curve 59.66 feet to a point on said curve, said point being North 37 degrees 27 minutes 28 seconds East 89.00 feet from the aforesaid radius point; thence North 67 degrees 54 minutes 30 seconds East 167.88 feet; thence South 55 degrees 56 minutes 59 seconds East 68.91 feet; thence South 00 degrees 14 minutes 09 seconds East 78.81 feet; thence South 67 degrees 54 minutes 30 seconds West 141.57 feet to a point on a curve to the right having a radius of 89.00 feet, said point being North 67 degrees 54 minutes 30 seconds East 89.00 feet from the radius point of said curve; thence Southerly along the arc of said curve 13.95 feet to the point of tangency of said curve, said point of tangency being North 89 degrees 45 minutes 51 seconds East 89.00 feet from the aforesaid radius point of said curve; thence South 00 degrees 14 minutes 09 seconds East 190.85 feet; thence North 89 degrees 45 minutes 51 seconds East 125.00 feet; thence South 00 degrees 14 minutes 09 seconds East 70.00 feet; thence South 00 degrees 45 minutes 51 seconds West 125.00 feet; thence South 00 degrees 14 minutes 09 seconds East 811.10 feet to the aforesaid proposed North right-of-way line of County Road 400 N.; thence South 89 degrees 03 minutes 08 seconds West along said North right-of-way line 28.00 feet; thence North 00
degrees 14 minutes 09 seconds West 94.38 feet; thence South 89 degrees 45 minutes 51 seconds West 116.74 feet; thence North 00 degrees 14 minutes 09 seconds West 230.20 feet; thence North 89 degrees 45 minutes 51 seconds East 116.74 feet; thence North 00 degrees 14 minutes 09 seconds West 747.63 feet to the point of curvature of a curve to the left having a radius of 61.00 feet, said point of curvature being North 89 degrees 45 minutes 51 seconds East 61.00 feet from the radius point of said curve; thence Northerly, Northwesterly and Westerly along the arc of said curve 96.58 feet to the point of tangency of said curve; said point of tangency being North 00 degrees 56 minutes 52 seconds West 61.00 feet from the aforesaid radius point of said curve; thence South 89 degrees 03 minutes 08 seconds West 111.48 feet to the point of curvature of a curve to the left having a radius of 61.00 feet, said point of curvature being North 00 degrees 56 minutes 52 seconds West 61.00 feet from the radius point of said curve; thence Westerly, Southwesterly and Southerly along the arc of said curve 95.06 feet to the point of tangency of said curve, said point of tangency being South 89 degrees 45 minutes 51 seconds West 61.00 feet from the aforesaid radius point of said curve; thence South 00 degrees 14 minutes 09 seconds East 661.70 feet; thence North 89 degrees 45 minutes 51 seconds East 136.73 feet; thence South 00 degrees 14 minutes 09 seconds East 70.00 feet; thence South 89 degrees 45 minutes 51 seconds West 116.73 feet; thence South 00 degrees 14 minutes 09 seconds East 142.12 feet to the aforesaid proposed North right-of-way line of County Road 400 N.; thence South 89 degrees 03 minutes 08 seconds West along said North right-of-way line 153.01 feet to the point of beginning.

Containing 3.456 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

C. Whereas, Declarant, by execution of this Declaration or a Supplemental Declaration or Declarations, creates a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Act of the State of Indiana and the terms and conditions of this Declaration.

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

1. The following definitions shall apply throughout this declaration:

   (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
(b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within "the Regime" as provided in paragraph 16, all of which will be a part of the proposed tract.

(c) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.

(d) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.

(e) "Building", if and when used, shall mean and be the same as "Dwelling Unit", or "Dwelling Units" where more than one such unit is contained in one edifice.

(f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.

(g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.

(i) "Co-Owners" means the Owners of all the Dwelling Units.

(j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicates an intent that grantees become the Declarant.
(k) "Dwelling Unit" means one of the individual units constituting "the Regime", each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.

(l) "Formula" means the method set forth in paragraph 8 of this Declaration for computing the Percentage Interest applicable to each Dwelling Unit.

(m) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known.

(n) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.

(o) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.

(p) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling Unit as determined in accordance with paragraphs 8 and 17 of this Declaration.

(q) "Percentage Vote" means an Owner's percentage vote and is the relationship of his vote to the total eligible votes expressed as a percentage as determined in accord with paragraph 8 and 17 of this Declaration.

(r) "Section" means a part of the Tract upon which Dwelling Units are constructed and annexed to "the Regime" as provided in paragraph 16. Each particular Section shall be identified by an Arabic numeral designation corresponding to the order of annexation.

(s) "Plans" means a plat showing the location of the buildings, the elevations, the dwelling units within the buildings, arabic identification numbers for each dwelling unit and the outside dimensions for each building for Section One, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the location of
the buildings, the dwelling units within the buildings, arabic identification numbers for each dwelling unit and the outside dimensions for buildings, which are constructed on the sections of the tract when and if annexed to and made a part of "the regime".

(c) "Property" means the tract and appurtenant easements, the dwelling units, the buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the tract and used in connection with the operation, use and enjoyment of "the regime".

(u) "Tract" means the total real estate described in paragraph C above, of which the respective sections will be a part.

2. Declaration. Declarant hereby expressly declares that the property shall be a horizontal property regime in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are six buildings and 16 dwelling units in Section 1, as shown on the Plans. The buildings are identified and referred to in the Plans and in this Declaration as Buildings numbered 1, 15, 18, 26, 27 and 42. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 1, 2, 3, 15, 30, 45, 47, 48, 49 and 74. The Dwelling Units in the additional section or sections, when annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the supplemental Declaration and supplemental Plans annexing such section or sections to "the regime".

4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit along with the Arabic number designation of the building containing the Dwelling Unit.

5. Further Description of Dwelling Units.

(a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as hereinafter defined and all portions thereof situated
within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.

(3) Boundaries. The dimensions required to determine the boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas of the space bounded by the bottom of the slab and the bottom of the floor joists to the bottom of the roof rafters in a horizontal plane and the outside surface of the perimeter stud walls in a vertical plane. In the event of any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of such Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate area of the Dwelling Unit.

6. Common Area and Facilities. Common areas mean and include (1) the streets, (2) the yards, planting areas, streets and drainage areas, (3) central electricity, gas, and sanitary sewer mains, (4) exterior lighting fixtures and electrical service, except where separately metered to a particular
Dwelling Unit, (5) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas described in paragraph 5(A).

7. Limited Common Area and Facilities. Limited Areas and those Dwellings to which the use thereof is limited are as follows:

(a) Entranceways. The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.

(b) Patios. The patios, and decorative walls are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.

(c) Driveways. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Areas, and Percentage Interest and Percentage Vote. Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accord with the Formula set forth in paragraph 16 of this Declaration.

If the Regime consists only of Section 1, each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in the Section. As Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation shall automatically reduce in accord with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Area of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration.
Each Owner shall have an equal vote on any matter upon which the Co-Owners are entitled to vote. Each Owner is entitled to one vote. A multiple Owner, meaning an Owner of more than one Unit, is entitled to multiple votes, that is one vote for each Unit owned.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 17 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Region and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

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

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and tax on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

(a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be a sum equal to that Owner's Percentage Interest multiplied by the total real estate taxes assessed against the land. The Owner will pay the taxes on the real estate until annexed.

(b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against same.

(c) All other taxes assessed against the real estate or improvements shall be calculated by the same formula as set forth in (a) above and paid for according to each Co-Owner's 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 be paid as part of the Common Expenses.

12. 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 streets, Common Areas and Limited Areas of "the Regime" in performance of their duties. An easement is also granted for all areas of "the Regime" including privately owned units, 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, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in "the Regime" to be known as the Sugar Bush Co-Owners Association, Inc. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.
14. Maintenance, Decoration, Repairs and Replacements. The Co-Owners' Association shall be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decoration of his or her Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited Areas. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers 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 the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintain same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit or within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional Dwelling Units on Additional Sections by expansion within the Tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development shall not exceed 18 units total. A time limit, not exceeding ten (10) years, shall be the limit where additional Sections may be added.
At any time prior to October 1, 1955, Declarant, at its option, may, but is not obligated to, cause all or part of the Additional Section or Sections within the Tract to be expanded, subject to the following conditions:

(a) Another Section or Sections may be annexed if the Dwelling Units to be constructed in such Section or Sections have been completed to such an extent that the units location may be accurately set and the Supplemental Plans to be filed with the Supplemental Declaration are completed and certified to by the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Section.

(b) The Dwelling Units on any Section to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed although not necessarily of similar type floor plan, design or exterior.

(c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Section or Sections to be annexed.

Declarant expressly reserves the right not to annex any or all of the Tract in Sections after Section 1. No owner shall acquire any rights whatsoever in the Tract except as to those Sections which are annexed to and made a part of the Horizontal Property Regime. After each Section is completed according to the plans, Declarant may turn that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over shall then incur and pay all Common Expenses attendant with that Section or Sections according to the Formula and their respective Percentage Interest.

17. Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there shall be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote.

The Percentage Interest appurtenant to each Unit shall be computed and, upon the annexation of an Additional Section or Sections, same shall be recomputed dividing among the
then-existing Dwelling Unit Owners an equal share to the extent that the total shares at all times equal 100%. The Percentage Interest and percentage vote shall be expressed as a fraction if necessary when the number of units is not evenly divisible into 100 so that the total interest and vote equals 100% at all times.

As each Section is developed, Declarant shall record a Supplemental Declaration annexing and adding such Section to this Declaration and making it a part of "the Regime". Declarant reserves the right to annex additional Sections thereof that are not necessarily in numerical order shown on the plan. Such Supplemental Declaration shall contain the following:

(a) A description of the real estate to be annexed;

(b) A description of the Dwelling Units described in a manner consistent with this Declaration;

(c) The Percentage Interest of all Dwelling Units upon annexation, computed in accordance with the Formula.

Each Owner, by acceptance of a deed to a Dwelling Unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each Supplemental Declaration:

(a) The Section described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.

(b) The Percentage Interest applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration, which shall be based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.

(c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration, altered in accordance with the Supplemental Declaration based upon the Formula.
(d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.

(e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section already a part of the Regime prior to such recording. The lien for the prorata share of Common Expenses for the Sections annexed upon such recording shall be assessed and paid as provided in the By-Laws.

(f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act, and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the formula expressed herein, shall be deemed to be made by agreement of all Owners.

(g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 17.

(h) Each Owner, in acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration, as well as to do all things as
contained in such agreement allowing Declarant to act
as attorney-in-fact, which agreement for a power of
attorney and power of attorney are incorporated
herein by reference. The appointment of Declarant or
its nominee as such attorney-in-fact and the granting
of such special power to Declarant or its nominee
shall be deemed to be coupled with an interest in the
common areas, and shall be irrevocable and binding
upon the heirs, successors and assigns of such Owner,
but shall expire when all of the Additional Tract has
been annexed, Declarant may not transfer the project over to the
Co-Owners, or on October 1, 1995, whichever first
occurs.

In the event Declarant does not elect to annex Additional
Sections within the Tract or any part thereof, as permitted by
this paragraph 16, Declarant shall file a Supplemental
Declaration which shall permanently remove that part of the
Tract that has not been annexed from any right to be made a
part of the "the Regime"; provided, however, any Section for
which a supplemental Declaration has not been filed by October
1, 1995, shall automatically be removed from the possibility of
becoming a part of "the Regime" in the manner provided in this
Declaration. Upon the filing of such Supplemental Declaration
removing a part of the Additional Tract from the possibility of
becoming a part of "the Regime" in accordance with this
Declaration, the Percentage Interest designated in the
Declaration or Supplemental Declaration last filed shall not be
altered without the consent of all Owners.

18. Easements to and from Additional Sections. In the
event all or any part of the Additional Sections of the Tract
are not annexed, Declarant reserves unto itself, its
successors and assigns, for the use and benefit of that part of
the Tract not annexed, the right and easement to enter upon the
streets and Common Areas to provide ingress and egress to the
Additional Sections. It is the purpose and intent of the
easements herein granted or reserved to provide free and
unrestricted use and access across the roadway and sidewalks
for the Owners and residents of the Additional Sections, their
guests, invitees, and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 18
shall be easements and covenants running with the land and
accruing to the benefit of the Additional Sections.
19. Insurance.

(a) The Co-Owners, through the association of Co-Owners, shall provide insurance that shall:

1. Provide 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 20 below, and,

2. Contain a "replacement cost endorsement". Such insurance coverage shall be for the benefit of each owner and the association and, if applicable, the owner's mortgagee. The proceeds shall be payable to the association who shall hold such proceeds as trustee for the individual owners and mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 19 and paragraph 20 of the declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of "the Regime" as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

Such insurance shall insure to the benefit of each individual owner, the association, the Board of Managers, and any managing agent or company acting on behalf of the association, as their interests may appear. The Owners, as well as the Lessees, if any, shall be able to recover losses insured where applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own dwelling unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the property.

Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

(b) The Co-Owners through the association of Co-Owners shall purchase and pay for as part of the Common Expenses, a master casualty policy affording fire and extended coverage insurance in an amount equal to the full replacement costs of the improvements that in
whole, or in part comprise the common areas and facilities. The Co-Owners through the Association of Co-Owners shall also purchase and pay for as part of the Common Expenses a master liability policy in an amount required by the By-Laws or Declaration as revised from time to time by a decision of the Board of Managers of the association, which policy shall cover the association of Co-Owners, the executive body, if any, the managing agent, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the condominium, all condominium unit owners and all other persons entitled to occupy any unit or other portions of the condominium. Such other policies as may be required may be obtained and paid for as part of the Common Expenses and in amounts as determined by the Board of Managers, by the Co-Owners through the association, including, without limitation, workmen's compensation insurance, liability insurance on motor vehicles owned by the association, specialized policies covering lands or improvements on which the association has or shares ownership or other rights, and officers' and managers' liability policies.

(c) When any policy of insurance has been obtained by or on behalf of the association of Co-Owners, written notice of the obtaining thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Co-Owner or Mortgagee whose interest may be affected thereby by the officer required to send notices of meetings of the association of Co-Owners.

20. **Disaster, Casualty and Restoration.**

(a) In case of fire or any other casualty or disaster, other than complete destruction of all buildings containing the condominium units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.

(b) In the event of complete destruction of all of the buildings containing condominium units, the building(s) shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the Co-Owner(s) proportioned according to the fair market value of all other condominiums and the property considered as
to be removed from the condominium under section 28 of the act unless by vote of two thirds (2/3) of all of the Co-Owners a decision is made to rebuild the building, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein in the event of less than total destruction of the buildings.

(c) A determination of total destruction of the buildings containing condominium units shall be determined by a vote of two thirds (2/3) of all Co-Owners at a special meeting of the association of Co-Owners called for that purpose.

(d) Where the improvements are not insured or where the insurance proceeds are not sufficient to cover the cost of repair or reconstruction and the property is not to be removed from the horizontal property regime, the Co-Owners shall contribute the balance of any such costs in the percentage by which a condominium unit owner owns an undivided interest in the Common Areas and facilities as expressed in the Declaration. Such amount shall be assessed as part of the Common Expense and shall constitute a lien from the time of assessment as provided in Section 24 of the Act.

(e) If, pursuant to A, B and C above, it is not determined by the Co-Owners to rebuild after a casualty or disaster has occurred, then in that event:

(1) The property shall be deemed to be owned in common by the condominium unit owners.

(2) The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such owner in the Common Areas and facilities;

(3) 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 condominium unit owner in property; and

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(4) The property shall be subject to an action for partition at the suit of any condominium unit 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 fund and shall be divided among all the condominium unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the condominium unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each condominium unit owner.

21. Sale of Dwelling by Declarant. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last unit in the Regime is sold.

22. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of the Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

23. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. 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 the Owner, Co-Owners or by the Association. Present or future Owners of the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right to reversion or forfeiture of title resulting from such violation.

24. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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(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. The Amendments to Declaration dealing with the Additional Sections and reassignment of Percentage Interest in the respective Sections, however, are not subject to the conditions of this Section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement of Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of 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 held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote.

(e) Amendments. No amendment to this Declaration shall be adopted which changes:

1. The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner’s Liability for the Common Expense without the approval of all of the Co-Owners, except as otherwise provided relating to annexation;

2. The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein;

3. The provisions of paragraph 18 of this Declaration without the consent of the Declarant.

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

25. Acceptance and Ratification. All present and future
Owners, Mortgagors, tenants, and occupants of the Dwelling
Units shall be subject to and shall comply with the provisions
of this Declaration, the Act, the By-Laws appended hereto, and
the rules and regulations as adopted by the Board of Managers
as each may be amended from time to time. The acceptance of a
deed of conveyance or the act of occupancy of any Dwelling Unit
shall constitute an agreement that the provisions of this
Declaration, the Supplemental Declarations, the Act, the
By-Laws and any rules and regulations adopted pursuant
thereto, as each may be amended 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 at any time any interest or estate in a
Dwelling Unit or the Property as though such provisions were
recited and stipulated at length in each and every deed,
conveyance, mortgage or lease thereof. Each Owner agrees to
execute and deliver such other documents, if any, as may be
necessary or desirable to comply with the Act as it may be
amended from time to time. All persons, corporations,
partnerships, trusts, associations, or other legal entities who
may occupy, use, enjoy or control a Dwelling Unit or Dwelling
Units or any part of the Property in any manner shall be
subject to the Declaration, the Act, the By-Laws, and the Rules
and regulations applicable thereto as each may be amended from
time to time.

26. Rights of Mortgage Purchaser. In the event Federal
Home Loan Mortgage Corp., or other purchaser of a mortgage of
any property in this Regime should request or require it, the
Declarant or Board of Managers may fully satisfy such
requirements and the right to act for and on behalf of such
Co-Owners with regard to same is hereby conferred, among other
things in the Agreement for Power of Attorney and Power of
Attorney executed herewith by each Co-Owner.

27. Negligence. Each Owner shall be liable for the
expense of any maintenance, repair, or replacement rendered
necessary by his negligence or by that of any member of his
family or his or their guests, employees, agents, or lessees,
to the extent that such expense is not covered by the proceeds
of insurance carried by the Association. An Owner shall pay
the amount of any increase in insurance premiums occasioned by
his use, misuse, occupancy, or abandonment of his Dwelling Unit
or its appurtenances or of the Common Areas or Limited Areas.
28. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until the last Dwelling Unit is sold, the project is turned over to the Co-Owners' Association, or October 1, 1985, whichever first occurs. In the event there is an annexation or annexations of an additional Section or Sections, the same rule will apply to amendments and supplements to this Declaration as pertains to each individual Section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Section is sold.

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

30. Waiver. No owner may exempt himself from liability for his contribution toward the Common Expenses by waivers of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Dwelling Unit. Nor does the Association waive the right to place a lien on the Dwelling Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

31. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or affect the rest of this Declaration or the attached By-Laws.

32. Plans. The Plans, as described in paragraph 1(a) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Hendricks County, Indiana, in Book 567, page 214, as of 1-1-1985, and amended Plans as may, from time to time, be so filed pursuant to this Declaration, are also incorporated into this Declaration.

33. Drainage & Sewer Easements. Declarant hereby reserves the open areas of the Tract as an undefined Drainage and Sewer Easement (D. & S. Easement). In doing so, it is the intention of Declarant to provide the needed flexibility to itself to properly install and allow to be maintained all sewer and drainage services, to the dwelling units constructed. The
D. & S. Easement shall include all common areas. No other improvements or permanent structures (excluding walkways, pavement or driveways and fences) shall be placed within the D. & S. Easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant (while he develops the tract) and the Association to provide for and maintain appropriate drainage.

34. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within the Tract or any portion of the Tract. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Hendricks County, Indiana and any Owner of any Dwelling Unit shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof or any Dwelling Unit Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Dwelling Unit. The rights and easements reserved by Declarant in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last dwelling unit within the property or on October 1, 1995, whichever first occurs.

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

HOLIDAY HOMES CORPORATION

[Signature]

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STATE OF INDIANA  
COUNTY OF HENDRICKS  

Before me, a Notary Public, in and for said County and State, personally appeared William J. Roach, President of Holiday Homes Corporation, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership.

Witness my hand and Notarial Seal this 24th day of January, 1989.

My Commission Expires: 1-25-91
Notary Public:  
Printed Name:  
County of Residence:  

This instrument prepared by:

Charles E. Hostetter
Attorney at Law
41 Boulevard Motif
Brownsburg, Indiana 46112
This Affidavit of Amendment made this 12th day of March, 1990, by Sugar Bush Co-Owners Association, Inc., a corporation duly organized and existing under the laws of the State of Indiana,

WITNESSES:

WHEREAS, a Code of Bylaws was duly adopted by the Managers of Sugar Bush Co-Owners Association, Inc. on the 1st day of March, 1989, which was thereafter recorded on the 6th day of October, 1989, in Book 119, in the Office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, the Managers of Sugar Bush Co-Owners Association, Inc. have met and approved an amendment to said Bylaws which they now wish to record;

NOW THEREFORE, Sugar Bush Co-Owners Association, Inc. makes this Affidavit of Amendment as follows:

1. Article II, Section 2.05 (d)(5) of said Code of Bylaws is hereby revoked and replaced in total by the following:

   (5) Election of Board of Managers: Nominations for the Board of Managers may be made by an owner from those persons eligible to serve. Such nominations must be in writing and presented to the secretary at least ten (10) days prior to the annual meeting or first election meeting. Voting shall be by paper ballot. If the president chooses, he may appoint a nominating committee to recommend a slate of candidates; however, any nomination by an owner of a qualified candidate shall be placed upon the slate. Each candidate must give his or her consent to the secretary to allow his or her name to be placed on the ballot prior to the election process held at the meeting. Failure to provide the consent prior to the announcement of the meeting shall disqualify the candidate. Each owner shall have one vote for each board position to be filled. Multiple unit property owners as defined in Section 2.05 (d) are entitled to the number of votes for each board position equivalent to the number of dwelling units he or she owns. A voter must vote for all positions, and in no instance may a voter vote for the same person more than once unless the voter owns more than one dwelling unit. Those persons receiving the highest number of votes shall be elected. In the event of a tie vote for one or more of the last remaining positions subsequent ballots shall be cast until the tie is broken.

2. The balance of the Code of Bylaws as previously recorded shall remain in full force and effect except as specifically modified above.
3. By their signatures below the officers of Sugar Bush Co-Owners Association, Inc. certify that the foregoing changes were made in accord with the authority granted by Article VII, Section 7.01.

EXECUTED the day and year first above written.

SUGAR BUSH CO-OWNERS ASSOCIATION, INC.

By:  
William J. Roach, President

By:  
David Redman, Secretary

STATE OF INDIANA
COUNTY OF HENDERICKS

Before me, a Notary Public in and for said County and State, personally appeared William J. Roach, as President of Sugar Bush Co-Owners Association, Inc. and David Redman, as Secretary of Sugar Bush Co-Owners Association, Inc., who acknowledged the execution of the foregoing.

Witness my hand and Notary Seal this 12th day of March, 1990.

My Commission Expires: 11-12-93

Sandra D. Keish
Notary Public
Printed Name
County of Residency

This instrument prepared by Charles E. Hostetter, Attorney at Law.