First American Title Insurance Company
Indianapolis Downtown—Corporate
251 E. Ohio Street, Suite 200
Indianapolis, IN 46204
Telephone (317) 684-7556

Subdivision Covenants and Restrictions

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DECLARATION OF CONDOMINIUM OWNERSHIP

OF

WATERFORD GARDENS CONDOMINIUM

THIS DECLARATION, made this 15th day of August, 2003, by ALLISONVILLE, LLC, an Indiana limited liability company (the “Declarant”)

RECITALS

A. Declarant is the sole owner of fee simple title to the real estate, and such appurtenant easements and interests that benefit such real estate, located in Fishers, Hamilton County, Indiana, as is more particularly described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Real Estate").

B. Declarant desires to develop the Real Estate as a residential condominium pursuant to the “expandable condominium” provisions of the Indiana Condominium Law, Indiana Code §32-25-1-1 et seq., under the conceptual plan for development as depicted on Exhibit "B" attached hereto (the “General Development Plan”).

C. Declarant has constructed the first condominium building on the Real Estate, containing four (4) condominium units, depicted on Exhibit “C” attached hereto (“Building #1”), located on a certain 0.59 acre portion of the Real Estate more particularly described in Exhibit “D” attached hereto (“Tract #1”), and desires to submit and subject Building #1 and Tract #1 to the terms of this Declaration as part of the first phase of the expandable condominium regime.

DECLARATION

1. Definitions. The following terms, as used in this Declaration shall mean the following, unless the context clearly requires otherwise:
"Applicable Date" means the earliest of (a) five (5) years from the date of the sale of the first Condominium Unit in Waterford Gardens Condominium; or (b) four (4) months after seventy-five percent (75%) of the Condominium Units that may be developed on the Real Estate have been conveyed to purchasers, or (c) the date Declarant files of record in the Office of the Recorder of Hamilton County, Indiana, an instrument waiving and releasing its reserved rights as set forth in Paragraph 16 of this Declaration, to expand or further expand Waterford Gardens Condominium.

"Association" means Waterford Gardens Owners Association, Inc. an Indiana nonprofit corporation, being the Association of Owners of Waterford Gardens Condominium as more particularly described in Paragraph 12 hereof.

"Board of Directors" or "Board" means the governing body of the Association, being the initial Board of Directors referred to in the Bylaws or subsequent Board of Directors elected by the Owners in accordance with the Bylaws.

"Building" means any structure located on a portion of the Real Estate in which one or more Condominium Units are located, including any additional structure containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by Supplemental Declarations as herein provided. The initial and additional Buildings to be built shall be more particularly described and identified on Plans to be prepared and filed with the Office of the Recorder of Hamilton County and in Supplemental Declaration(s) to this Declaration.

"Bylaws" means the Bylaws of the Association providing for the administration and management of the Property, a true copy of which is attached to this Declaration and incorporated herein by reference as Exhibit "E".

"Constitutional Majority" means those Owners eligible to cast not less than sixty-seven percent (67%) in the aggregate of the Percentage Vote eligible to be cast by the Owners.

"Common Areas" means the common areas and facilities defined in Paragraph 6 of this Declaration.

"Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Common Areas (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the Bylaws.

"Condominium" means Waterford Gardens Condominium, a residential condominium development created by this Declaration pursuant to the Indiana Condominium Law.

"Condominium Unit" means the enclosed space consisting of one or more rooms that comprise each of the residential living units located in Building #1 of Tract #1, and the Condominium Units included in all subsequent Tracts and Buildings submitted and subjected to
the Act by Supplemental Declaration of and for Waterford Gardens Condominium as provided herein, each individual living unit being more particularly described and identified on the Plans and in Paragraphs 4 and 5 of this Declaration, together with the undivided interest in the Common Areas and Limited Common Areas appertaining to each such Condominium Unit.

"Declarant" means Allisonville, LLC, an Indiana limited liability company, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.


"Insurance Trustee" means such bank with trust powers authorized to do business in Hamilton County, Indiana, as the Board of Directors may designate for the custody and disposition, as herein or in the Bylaws provided, of insurance proceeds and condemnation awards.

"Limited Common Areas" means the limited common areas and facilities defined in Paragraph 7 of this Declaration.

"Majority of Mortgagees" means those Mortgagees who hold first mortgages on Condominium Units to which are allocated at least fifty-one percent (51%) of the Percentage Vote allocated to Mortgaged Units.

"Majority of Owners" and "Majority of the Percentage Vote" means the Owners entitled to cast more than fifty percent (50%) of the Percent Votes in accordance with the applicable percentages set forth in this Declaration.

"Mortgaged Unit" means a Condominium Unit that is subject to the lien of a mortgage held, insured or guaranteed by a Mortgagee.

"Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on a Condominium Unit who has requested notice in accordance with the provisions of Section 12.01 of the Bylaws.

"Owner" means a Person who or which owns the fee simple title to a Condominium Unit.

"Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Common Areas appertaining to each Condominium Unit as specifically expressed in Paragraph 8 of this Declaration.
"Percentage Vote" means that percentage of the total vote accruing to all of the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof.

"Person" means an individual, firm, corporation, partnership, association, trust, limited liability company, or other legal entity, or any combination thereof.

"Plans" means the General Development Plan (which depicts the Real Estate and the general plan of development for expansion of the Waterford Gardens Condominium in additional phases to a maximum of eighty (80) Condominium Units); the site plan for Tract #1 and Building #1 that Declarant is submitting and subjecting to the Act by recording of this Declaration, attached as Exhibit "C"; and "Floor Plans" (showing the layout, elevation, location, unit numbers and dimensions of Building #1 and its Condominium Units, and all subsequent Buildings and Condominium Units), which shall be prepared and certified by a registered architect or licensed professional engineer and shall certify that such Plans are accurate copies of portions of the plans of the Building(s) as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the building(s), and shall include a verified statement by registered architect or licensed professional engineer that such plans fully and accurately depict the layout, location, unit numbers and dimensions of the Condominium Units as built, which shall be recorded prior to the first conveyance of any Condominium Unit depicted in such Plans, and as such Plans may be supplemented and amended to reflect the addition of Buildings and Condominium Units in further phases as contemplated by Paragraph 16. The plat of Tract #1 and the Floor Plans for Building #1 and the Condominium Units that comprise Building #1 shall be recorded contemporaneously with this Declaration, and the Book, Page, Date of Record and Instrument No. of such Plans shall be set forth on Exhibit "F," attached hereto and incorporated herein.

"Property" means Tract #1 and appurtenant easements, the Condominium Units, Building #1, and all other improvements, and property of every kind and nature whatsoever, real or personal, that is or are located on Tract #1 and that shall be used in connection with the operation, use and enjoyment of the Waterford Gardens Condominium, excluding the personal property of Owners, and all additional Tracts that shall formally be subjected and submitted to the Waterford Gardens Condominium regime upon filing of Supplemental Declaration(s) and supplemental and amended Plans.

"Restoration" means construction, reconstruction, building, or rebuilding of the Buildings, the Condominium Units, the Common Areas and the Limited Common Areas to not less than the same condition as they existed immediately prior to any loss, damage or destruction with the same type of architecture and using, where appropriate, new materials of like kind and quality.

"Supplemental Declaration" means any supplement or amendment to this Declaration that may be recorded by Declarant and that imposes and extends the provisions of this Declaration to any part of the Real Estate and contains such complementary or supplementary provisions for such part of the Real Estate as are required or permitted by the Act or this Declaration.
"Tract" means Tract #1 and such other portions of the Real Estate that shall be identified as Tract #2, Tract #3 and continuing successively, as have, as of any given time, been subjected to the Act by this Declaration, by a Supplemental Declaration, and filing of the Plans as herein provided.

"Waterford Gardens" or "Waterford Gardens Condominium" means the name by which the Property and Condominium shall be known.

2. Declaration. Declarant hereby expressly declares that the Property shall be a residential condominium development in accordance with the provisions of the Indiana Condominium Law.

3. Description of Buildings. As depicted on the General Development Plan, there shall be located on the Real Estate single story Buildings, some containing Four (4) Condominium Units and others Two (2) Condominium Units. The first such building, located on Tract #1, shall be known as Building #1. In Supplemental Declarations, additional Buildings shall be identified on the Plans as Building #2, Building #3, etc. A depiction of Building #1 and the Condominium Units contained therein is set forth in the Plans for Tract #1 and Building #1, attached as Exhibit "D," and more particularly depicted and described on the Plans as filed of record with the Office of the Recorder of Hamilton, County, Indiana as specified on Exhibit "F" attached hereto. A depiction of the Buildings and the Condominium Units contained in additional Tracts shall be set forth in subsequent Plans, copies of which shall be attached to one or more Supplemental Declarations, and subsequent Buildings and Condominium Units shall be identified in subsequent Supplemental Declarations.

4. Legal Description. Each Condominium Unit shall be identified on the Plans by a distinct number which identifies the Condominium Unit. The legal description for each Condominium Unit shall consist of the number for such Condominium Unit as shown on the Plans, and shall be stated as "Condominium Unit (the identifying number) in the Waterford Gardens Condominium".

5. Description of Condominium Units.

(a) Appurtenances. Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including, without limitation, all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Condominium 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 Condominium Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the
boundaries of such Condominium Unit. The spaces attached to each Building designated garage and storage spaces and the driveways leading to such spaces as shown on the Plans are considered a part of and for the exclusive use of the Condominium Unit of such Building to which such garage and storage space appertains as indicated on the Plans, and shall be considered as Limited Common Area hereinafter defined in Paragraph 7. The interior sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, whether or not located within or partly within the boundaries of a Condominium Unit, and all interior walls (except load-bearing walls) and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.

b) **Boundaries.** The boundaries of each Condominium Unit shall be as shown on the Plans without regard to the existing construction. The vertical boundaries shall run from the upper surfaces of the interior, unfinished surfaces of the lowest floors or subfloors to the interior unfinished surfaces of the highest ceilings and the horizontal boundaries shall be the interior, unfinished surfaces of the common exterior and interior load-bearing walls (including windows and doors) of each Condominium Unit. In the event any horizontal, vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Condominium Unit, because of inexactness of construction, settling after construction, Restoration, or any other reason, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit, but within the appropriate wall, floor or ceiling surfaces of the Condominium Unit.

6. **Common Area and Facilities.** "Common Areas" mean (a) the land on which the Buildings shall be located, (b) the foundations, roofs and exterior wall surfaces of the Buildings, (c) the clubhouse including all furniture and fixtures, pool, yards, gardens, open spaces, landscaping, lakes, ponds, storm water pipes, inlets, manholes and other storm drainage improvements and facilities, woodland areas, sidewalks, streets, roads, driveways, and parking areas, except to the extent the same are otherwise classified and defined herein as Limited Common Areas or are reserved or excluded from the Condominium as provided in Paragraph 18, below, (d) central electricity, telephone, cable, gas, water, sanitary sewer lines, mains serving the Condominium Units, (e) exterior lighting fixtures and electrical service light the exterior of the Buildings and certain of the other Common Areas unless separately metered to a particular Condominium Unit, (f) master television antenna or other telecommunication systems with connecting wiring and outlets to each Condominium Unit, if any, (g) pipes, ducts, insulation, electrical wiring and conduits and public utilities lines that serve more than one Condominium Unit, (h) the recreational facilities, if any, located on a Tract, (i) subfloors, ceilings and interiors of all structural walls, including all exterior perimeter and other load-bearing walls, walls between attached Condominium Units, walls and floors between the garage and the Condominium Unit, except to the extent the same are otherwise classified and defined herein as
part of the Condominium Unit or Limited Common Areas, (j) all structures, structural components, facilities and appurtenances located outside of the boundary lines of the Condominium Units, including those areas and facilities expressly classified and defined herein as Limited Common Areas but excluding such areas that are part of a Condominium Unit.

7. **Limited Common Areas and Facilities.** "Limited Common Areas" means those Common Areas and facilities of a Tract to which use thereof is limited to a Condominium Unit Owner as follows:

(a) The entranceways through which access to a Condominium Unit is obtained shall be limited to the use of the Condominium Unit served by such entranceway.

(b) Balconies, patios, decks and porches, storage areas, if any, together with any area around such patios, deck or porch or in the garage area specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit to which there is direct access shall be limited to the use of the Condominium Unit served by such facilities.

(c) Air conditioning compressors, if any, attached to, or located in, a Building are limited to the use of the Condominium Units to which they are connected.

(d) The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they pertain.

(e) Any other areas designated and shown on the Plans as Limited Common Areas shall be limited to the Condominium Unit or Condominium Units to which they pertain as shown on the Plans.

8. **Ownership of Common Area and Percentage Interest.** Each Owner shall have an undivided interest in the Common Areas and Limited Common Areas equal to such Owner's respective Percentage Interest. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit is set forth in Exhibit "G" attached hereto and made a part hereof. The Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units that, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and that constitute a part of Waterford Gardens Condominium. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas and Limited Common Areas shall be of a permanent nature and shall not be altered except in compliance with all requirements of the Act.
The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Waterford Gardens Condominium and the Association upon which the Owners are entitled to vote.

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

Each Owner shall have an easement in common with the Owner of all other Condominium Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving his Condominium Unit.

Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Condominium Unit and any Limited Common Area designated for use in connection therewith, and shall have the right to the horizontal and lateral support of his Condominium Unit. Such rights shall be appurtenant to and pass with the title to each Condominium Unit.

10. **Casualty and Restoration.** In the event of damage or destruction of the Property by fire or other cause, the following provisions shall be applicable:

   (a) **Partial Destruction.** In the event that less than all of the Buildings are completely destroyed by the occurrence of fire or by other cause, then the Association shall cause the Property to be promptly repaired and restored in accordance with this Declaration and the original Plans and specifications. The proceeds of the insurance carried by the Association shall be applied to the cost of such Restoration. If the insurance proceeds are not adequate to cover the cost of Restoration, or in the event there are no proceeds, the cost for restoring the damage shall be paid by all of the Owners of the Condominium Units based on their Percentage Interest. If any Owner, or Owners, refuses or fails to make the required payments, the other Owners shall (or the Association, if such other Owners fail to do so) complete the Restoration and pay the cost thereof, and the cost attributable to the Owner or Owners who refuse or fail to make such payments at the time required by the Board of Directors shall become a lien on such defaulting Owner's Condominium Unit and may be foreclosed in the same manner as provided for the lien for Common Expenses.

   (b) **In the Event of Complete Destruction.** In the event of complete loss or destruction of all the Buildings, this Condominium shall terminate, the Property shall be deemed owned in common by the Owners and the provisions of Indiana Code §32-25-8-12 shall apply.
(c) Determination of Complete Destruction. It shall be conclusively presumed that complete destruction of all Buildings did not occur unless it is determined by a Constitutional Majority at a special meeting of the Association held within thirty days following the date of damage or destruction that all Buildings have been completely destroyed together with written consents of the Majority of Mortgagees.

11. Condemnation. If at any time or times during the continuance of this Condominium, all or a part of the Property shall be taken or condemned by any Person with the power of eminent domain or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall be applicable:

(a) Representation. The Association, or the Insurance Trustee, if so appointed by the Association shall represent the Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority. Each Owner hereby appoints the Association or its designee as attorney-in-fact for the purposes described in this subparagraph.

(b) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award," shall be payable to the Insurance Trustee as trustee for all Owners and their Mortgagees according to their respective interests therein.

(c) Total Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of or in lieu of or in avoidance thereof, this Condominium shall terminate. The Condemnation Award shall be apportioned among the Owners in accordance with their respective Percentage Interests and paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Insurance Trustee and shall be further identified by the legal description of the Condominium Unit and the name of the Owner. From each separate account the Insurance Trustee shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to the payment of valid tax and special assessment liens on the Condominium Unit in favor of any governmental taxing or assessing authority, next to payment of any assessments made pursuant to this Declaration or the Bylaws, next to other holders of liens or encumbrances on the Condominium Unit in the order of priority of their liens, and the balance remaining, if any, to each respective Owner.

(d) Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, this Condominium shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Insurance Trustee shall, reasonably and in good faith, allocate the Condemnation Award among compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:
(i) the total amount allocated to the taking of or injury to the Common Areas and Limited Common Areas shall be apportioned among the Owners in proportion to their respective Percentage Interests;

(ii) the total amount allocated to the severance damages shall be apportioned to the Owners of those Condominium Units that were not taken or condemned;

(iii) the respective amounts allocated to the taking of or injury to a particular Condominium Unit and/or improvements an Owner has made within his own Condominium Unit shall be apportioned to the Owner of the particular Condominium Unit involved; and

(iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Insurance Trustee determines to be equitable in the circumstances.

If any allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Insurance Trustee shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by the Insurance Trustee by checks payable jointly to the respective Owners and their respective Mortgagees, provided that, with respect to an Owner whose Condominium Unit was taken or condemned, there shall first be deducted therefrom and paid or applied by the Insurance Trustee as appropriate such Owner's pro-rata share of the expenses of the Insurance Trustee, the amounts of any valid tax or special assessment lien in favor of any governmental taxing or assessing authority and any assessments made pursuant to this Declaration or the Bylaws.

(e) Reorganization. In the event a partial taking results in the taking of a complete Condominium Unit, the Owner thereof shall automatically cease to be an Owner and a member of the Association. Thereafter, the Board of Directors shall reallocate to the remaining Owners, pro-rata, the Percentage Interest and Percentage Vote of such Owner. Such reallocation shall be submitted by the Board of Directors to the Owners of the remaining Condominium Units for approval by a Constitutional Majority thereof and appropriate amendment of this Declaration, but any such amendment to be effective must be approved by the Majority of Mortgagees.

(f) Restoration and Repair. Anything to the contrary in this Paragraph 11 notwithstanding, in the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof and any Condominium Unit, Common Area or Limited Common Area may reasonably be restored or repaired, as determined by an independent licensed architect or engineer employed by the Board of
Directors for making such determination or by the Majority of Mortgagees, the amount, if any, of the Condemnation Award allocable to the taking of or injury to the Common Areas and Limited Common Areas and to severance damages shall be applied to the cost of Restoration or repair of such Common Area and/or Limited Common Area, and the amount, if any, allocable to the taking of or injury to a particular Condominium Unit that may be restored or repaired shall be applied to the cost of such Restoration or repair. If any amount of the Condemnation Award then remains, such amount shall be allocated and disbursed in accordance with the provisions of subparagraph (d) above. If the amount of the Condemnation Award is insufficient to cover the cost of any such Restoration or repair, the provisions of Paragraph 10(a) shall apply.

(g) **Alternative Valuation in Event of Total Taking.** In the event the amount of the Condemnation Award is determined in negotiation, judicial decree or otherwise according to the value of individual Condominium Units as separately determined, the Condemnation Award shall be apportioned, with respect to such Condominium Units, according to the values so determined and not in accordance with the respective Percentage Interests of the Owners; but if the value of the Common Areas and/or Limited Common Areas is determined separately, the amount of the Condemnation Award attributable thereto shall be allocated among the Owners in accordance with their respective Percentage Interests.

12. **Association of Owners.** Subject to the rights of Declarant reserved in Paragraph 19 hereof, the maintenance, repair upkeep, replacement, administration, management and operation of the Property shall be by the Association. Each Owner shall, automatically upon becoming an Owner of a Condominium Unit, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such Person ceases to be an Owner, and will be transferred to the new Owner.

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

An individual designated by an Owner that is not a natural Person shall be deemed a member of the Association for the purpose of qualifying for membership on the Board of Directors.

The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair,
replacement and upkeep of the Property (exclusive of the Condominium Units except to the extent herein or in the Bylaws otherwise provided).

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

Notwithstanding anything to the contrary contained herein or in the Bylaws, including but not limited to any covenants and restrictions set forth in the Bylaws, Declarant shall have, until the date described in Paragraph 16 hereof as the date upon which Declarant's right to expand the Property and Waterford Gardens Condominium terminates, the right to use and maintain any Condominium Units owned by Declarant, such other portions of the Property (other than individual Condominium Units owned by persons other than Declarant) and any portions of the Real Estate not then part of a Tract, all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the renovation and sale of Condominium Units, or to promote or effect sales of Condominium Units or for the conduct of any business or activity attendant thereto, including, without limitation, model Condominium Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Property at any time.

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

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

(b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the Percentage Vote.

(c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.
(d) Adoption. Except as otherwise provided herein, any proposed amendment to this Declaration must be approved by a Majority of Owners.

(e) Restrictions on Amendments.

(i) The unanimous consent of all Owners and the approval of all holders of all liens affecting any of the Condominium Units shall be required to (1) terminate the Condominium, or (2) alter interests in the Common Areas or Limited Common Areas, except as otherwise provided in Paragraph 16 hereof.

(ii) The consent of a Constitutional Majority and the approval of the Majority of Mortgages shall be required to amend materially any provisions of the Declaration, Bylaws or equivalent organizational documents of the Condominium or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

(A) voting rights;

(B) increases in assessments that raise the previously assessed amount by more than twenty five (25%) percent, assessment liens or subordination of such liens;

(C) reductions in reserves for maintenance, repair and replacement of the Common Areas;

(D) hazard or fidelity insurance requirements;

(E) responsibility for maintenance and repair;

(F) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium except as provided for in Paragraph 16;

(G) redefinition of the boundaries for any Condominium Unit;

(H) the interest in the Common Areas or Limited Common Areas;

(I) convertibility of Condominium Units into Common Areas or Common Areas into Condominium Units;

(J) imposition of any restrictions on the leasing of Condominium Units;
(K) imposition of any restriction on the right of an Owner to sell, transfer or otherwise convey his Condominium Unit.

(L) restoration or repair of the Property (after damage or partial condemnation in a manner other than that specified in the Declaration, Bylaws or equivalent documents of the Condominium, or as prescribed pursuant to the Act.

(iii) The consent of a Constitutional Majority and the approval of the Majority of Mortgagees shall be required to amend any provisions included in the Declaration, Bylaws or the equivalent organizational documents of the Condominium that are for the express benefit of Mortgagees.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association provided that any amendment requiring the consent of Declarant shall contain Declarant's signed consent. All amendments shall be recorded in the office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, (ii) such amendment or supplement is made to implement expansion of the Property and Waterford Gardens Condominium pursuant to Declarant's reserved rights to so expand the same, or to forego such expansion, as set forth in Paragraph 16 hereof, (iii) such amendment or modification is necessary to conform this Declaration to requirements of applicable public authorities, including but not limited to the Town Council and Plan Commission of the Town of Fishers, Indiana, (iv) such amendment or supplement is made to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (v) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages, or (vi) if such amendment or supplement is made to correct clerical or typographical errors. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 14 on behalf of each Owner as proxy or attorney-in-fact, as the case may be.

Each deed, mortgage or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent
to the reservation of, the power to the Declarant to vote in favor of, make, execute and
record any such amendment, but the right of the Declarant to act pursuant to rights
reserved or granted under this Paragraph 14 shall terminate at such time as the Declarant
no longer holds or controls title to any part or portion of the Real Estate.

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

16. Expandable Condominium and Declarant's Reserved Option Not to Expand.
Waterford Gardens Condominium is and shall be an "expandable condominium," as defined in
the Act, and Declarant expressly reserves the right and option to expand the Property and
Waterford Gardens Condominium in accordance with the provisions of the Act and the following
provisions:

(a) The real estate that shall be described and defined as Tract 1, Exhibit "D"
to this Declaration, shall be the real estate subjected to the Condominium by this
Declaration and shall constitute the first phase of the General Development Plan,
containing Building #1, with four Condominium Units. The Real Estate described in
Exhibit "A" (except for those areas that may be dedicated to the public for streets and
rights-of-way as set forth in Paragraph 18, below, or as otherwise excepted or reserved in
this Declaration) is the area into which expansion of Waterford Gardens Condominium
may be made by Declarant. The maximum number of Condominium Units that may be
developed on the Real Estate shall be eighty (80). Subject to said limit as to the
maximum number of Condominium Units to be developed on the Real Estate, Waterford
Gardens Condominium may be expanded by Declarant in one (1) or more additional
phases by the execution and recording of one (1) or more Supplemental Declarations; but
no single exercise of such right and option of expansion as to any part or parts of the Real
Estate shall preclude Declarant from thereafter from time to time further expanding
Waterford Gardens Condominium to include other portions of the Real Estate, and such
right and option of expansion may be exercised by Declarant from time to time as to all or
any portions of the Real Estate so long as additional phases are developed within five (5)
years and all such phases are added to the Condominium within ten (10) years from date
of recording hereof. Such expansion is entirely at the discretion and option of Declarant
and nothing contained in this original Declaration or otherwise shall require Declarant to 
expand Waterford Gardens Condominium to any portion of the Real Estate that Declarant 
may voluntarily and in its sole discretion from time to time subject to this Declaration by 
Supplemental Declarations as provided above.

(b) The Percentage Interest that will appertain to each Condominium Unit in 
Waterford Gardens Condominium, as Waterford Gardens Condominium may be 
expanded from time to time by Declarant in accordance with the terms hereof (including 
the Percentage Interest that appertains to each of the Condominium Units included in this 
original Declaration), shall be equal and shall be a percentage equal to the number one (1) 
divided by the total number of Condominium Units that, from time to time, have been 
subjected and submitted to this Declaration and then constitute a part of Waterford 
Gardens Condominium.

(c) Simultaneously with the recording of Supplemental Declarations 
expanding Waterford Gardens Condominium, Declarant shall record Plans as required by 
the Act. Such Supplemental Declarations shall also include provisions reallocating 
Percentage Interests so that the Condominium Units depicted on such new Plans shall be 
allocated Percentage Interests in the Common Areas and Limited Common Areas on the 
same basis as the Condominium Units depicted in the prior Plans. Such reallocation of 
Percentage Interests shall vest when each Supplemental Declaration incorporating those 
changes has been recorded.

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

(e) In furtherance of the foregoing, a power coupled with an interest is hereby 
granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the 
Common Areas and Limited Common Areas appurtenant to each Condominium Unit to 
the percentages set forth in each Supplemental Declaration recorded pursuant to this 
Paragraph 16. Each deed, mortgage or other instrument with respect to a Condominium 
Unit and the acceptance thereof shall be deemed a consent to and acknowledgment of, 
and grant of (i) such power to said attorney-in-fact and (ii) the right pursuant to such 
power to shift and reallocate from time to time the percentages of ownership in the 
Common Areas and Limited Common Areas appurtenant to each Condominium Unit to 
the percentages set forth in each such recorded Supplemental Declaration.

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(f) Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each recorded Supplemental Declaration, as follows:

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

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

(iii) Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas and Limited Common Areas appurtenant to each Condominium Unit shall, upon the recording of each Supplemental Declaration, be divested by so much as the reduced percentage set forth in such Supplemental Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded Supplemental Declaration.

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

(v) The Percentage Interest in the Common Areas and Limited Common Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas and Limited Common Areas included in land to which Waterford Gardens Condominium is expanded by a recorded Supplemental Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas and Limited Common Areas and the ownership of any such Condominium Unit and liens of and such mortgage shall automatically include and attach to such additional Common Areas and Limited Common Areas as such Supplemental Declarations are recorded.

(vi) Each Owner shall have a perpetual easement appurtenant to his Condominium Unit for the use of any additional Common Areas described in any recorded Supplemental Declaration, for the purposes therein set forth, except as to
any portion the use of which is limited by exclusive easements granted in the Limited Common Areas to the Owners of specific Condominium Units as may be provided in such Supplemental Declaration, and each Owner of a Condominium Unit described in any recorded Supplemental Declaration shall have a perpetual easement appurtenant to his Condominium Unit for the use of all Common Areas (except Limited Common Areas) described in this Declaration as supplemented or amended prior to the date of such recorded Supplemental Declaration.

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

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

(ix) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph 16 to comply with the Act as it may be amended from time to time.

(x) Assessments, method of payment and enforcement thereof on Condominium Units built as an expandable Condominium Unit pursuant to any Supplemental Declaration shall be governed by the same provisions pertaining to Assessments as set forth in the Bylaws.

(xi) Voting rights of an Owner in an expandable Condominium Unit created by Supplemental Declaration shall vest upon becoming a Member of the Association as prescribed by the Bylaws.

(g) In the event Declarant elects to expand the Property and Waterford Gardens Condominium, all improvements constructed on the Real Estate shall be consistent with the General Development Plan and the improvements constructed on each expansion tract (one or more of which may be referred to herein in the singular as the "Expansion Parcel") shall be consistent with the improvements then located on the Real Estate and forming a part of the Condominium in terms of structure type and the quality of construction. No lien arising in connection with Declarant's ownership of, and construction of improvements on, any such Expansion Parcel shall adversely affect the rights of existing Owners or the priority of first mortgages on Condominium Units in the existing Property. All taxes and other assessments relating to the Expansion Parcel covering any period prior to the addition of the Expansion Parcel shall be paid by or otherwise satisfactorily provided for by Declarant.
17. Granting and Amendment of Easements. After the Applicable Date, the Board of Directors is granted the authority to grant such easements and to amend easements encumbering the Common Areas upon such terms and conditions and for such consideration as they deem appropriate.

18. Grant of Access Easement for Ingress and Egress; Dedication of Public Streets; Use and Maintenance of Streets; Reservation of Easement Rights with Respect to the Use of the Common Areas; Easements for Public Utility Services and Facilities; Other Easements and Encumbrances.

(a) Certain streets and roads bisect the Real Estate, have been designed and constructed to serve the Property, and have been designated “Easy Street,” “Red Fox Run,” “Avila Way,” and “Quail Run” on the Waterford Gardens Condominium Conditional Final Plat, recorded in the office of the Recorder of Hamilton County, Indiana, Instrument No. 2003-70602, and the General Development Plan (the “Streets”). As required by the Town of Fishers, Indiana, under the terms and conditions of its Ordinance 080601C, dated October 15, 2001, Declarant and/or the Association shall offer to dedicate a right-of-way corridor fifty feet (50') in width (the “Right of Way Corridors”), that shall include the Streets, for perpetual use by the public for vehicular and pedestrian access, and for public utility facilities and improvements. Upon acceptance of the Streets and Right of Way Corridors by the Town of Fishers for use by the public, the Streets and Right of Way Corridors shall be maintained by the Town of Fishers. Upon such dedication and acceptance, the Streets and Right of Way Corridors shall no longer be subject to the terms and conditions of this Declaration and shall be regulated by the laws, ordinances, and rules and regulations of the Town of Fishers, Indiana, and other applicable public authorities.

(b) Until such time as the Streets and Right of Way Corridors dedicated to the public and accepted by applicable public authorities, or with respect to those portions of the streets and roads not so dedicated or accepted, Declarant hereby gives, grants and conveys a perpetual, non-exclusive easement appurtenant to and for the benefit of the Real Estate for use of the Streets and Right of Way Corridors for vehicular and pedestrian access to and from the Real Estate and public streets abutting the Real Estate, and for the installation and maintenance of public utility facilities and improvements to serve the Real Estate. The Streets and Right of Way Corridors shall be maintained as Common Area by the Owners until the Streets and Right of Way are accepted for public dedication. Vehicle parking shall not be allowed in the Streets and Right of Way Corridors, and shall be strictly limited to those areas specifically set aside and designated as parking areas in the Plans or in the driveways and aprons appurtenant to each Condominium Unit; except, however, upon dedication and acceptance of the Streets for public right-of-way, parking in the public right-of-way shall be limited by applicable ordinance adopted by the Town of Fishers.
(c) If the Town of Fishers fails to accept the Streets and Right of Way Corridors for public dedication, the Declarant, or, after the Applicable Date, the Owners, shall be entitled to submit and subject such areas to dedication as part of the Common Areas of the Condominium, to be so owned, managed, maintained and replaced by the Owners as provided by this Declaration. In such event, the Streets and Right of Way Corridors shall be subjected to this Declaration by execution and recordation of a Supplemental Declaration as provided herein.

(d) If, at any time, and from time to time, any portion of the Real Estate has not been subjected and submitted to this Declaration or to the Act by a Supplemental Declaration and such portion or portions of the Real Estate not so subjected to this Declaration or to the Act is/are developed with single or multi-family dwelling units (whether for rent or otherwise), then the owner or owners of such portions of the Real Estate, including without limitation their families, tenants and guests, shall have the benefit of the easement for access and utilities over, under and across the Streets and Right of Way Corridors as provided above, and an easement over, under and across the Common Areas for the use of Persons occupying such dwelling units upon the same terms and conditions as the owners of the Condominium Units, their families, tenants and guests. If the Streets and Right of Way Corridors have not been accepted for public dedication, the owner or owners of such portions of the Real Estate shall then pay for the cost of operation and maintenance of the Streets and Right of Way Corridors, or such other facilities used in common with the Owners, for the year of such usage and based on the number of dwelling units so entitled to use such facilities in the proportion that the number of dwelling units on the Real Estate exclusive of Condominium Units on any Tract bears to the sum of (i) such number of dwelling units plus (ii) the number of Condominium Units. The owner or owners of such dwelling units shall make payments for the usage provided herein to the Association at the same time and in the same manner as the Owners of Condominium Units pay their assessments to the Association.

(e) Declarant shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Common Areas, including, to the extent necessary, the Limited Common Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing all customary and necessary public utility facilities and installations to serve the Property, any portions of the Real Estate that are not part of the Property, and/or other real estate, including but not limited to water, sanitary sewer, electricity, telephone, cable television or other telecommunication services, as originally installed or as such may be improved or modified from time to time; to provide access to and ingress and egress to and from the Property, to any such portions of the Real Estate that are not part of the Property, and to other real estate; to make improvements to and within the Property, to any such portions of the Real Estate that are not part of the Property, and to other real estate; to make sidewalk improvements, and repairs therefor, within the Property and any such portions of the Real Estate that are not part of the Property; and to provide for the rendering of public and quasi-public services to the Property, to such portions of the Real Estate that are not part of the Property, and to other real estate. The foregoing easement shall be a transferable easement, and, as reasonably
requested by public or private utility companies or other applicable Persons, Declarant may at any time and from time to time grant and convey such easements by separate instruments to establish and confirm such easement rights to the satisfaction of such public or private utility companies or other Persons for the same purposes. By way of example, but not in limitation of the generality of the foregoing, Declarant, and others to whom Declarant may grant such similar easements, rights or privileges, may so use the Common Areas and, to the extent necessary, the Limited Common Areas, to supply utility and telecommunication services to the Property, to any portions of the Real Estate that are not part of the Property, and to other real estate, and to permit 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, and their personnel to enter upon and use the drives and streets, the Common Areas and, to the extent necessary, the Limited Common Areas of Waterford Gardens Condominium in the performance of their duties.

(f) The Property is also subject to such other easements and restrictions as may be of record prior to recordation of this Declaration, and use and ownership of the Property and the Common Areas shall be subject to such prior existing easements, restrictions and covenants of record.

19. Initial Management. As set forth in the Bylaws, the Initial Board of Directors consists and will consist of Persons selected by Declarant until the Applicable Date. The Board of Directors has entered, or may hereafter enter, into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term which will expire not later than the Applicable Date, under which Declarant (or such affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Areas, and, to the extent the same is not otherwise the responsibility of Owners of individual Condominium Units, the Limited Common Areas, and, in general, perform all of the duties and obligations of the Association. Such management agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate) at any time prior to the expiration of its term, in which event the Association shall thereupon and thereafter resume performance of all of its duties and obligations and functions. Notwithstanding anything to the contrary contained herein, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to and for its benefit (or to its affiliate, as appropriate), the exclusive right to manage the Property and to perform all the functions of the Association.

The Initial Board may extend the management agreement beyond the Applicable Date providing the contract includes a right of termination without cause that the Association can exercise at any time after the Applicable Date. Any professional management contract, including without limitation any such contract with the Declarant, shall not require the payment of any penalty or an advance notice of more than ninety (90) days as a condition to the right of termination. Both the term and termination provisions apply only to professional management contracts and not to any other types of service contracts.
20. Assessments and Limitation on Declarant's Liability for Assessments. Owners are obligated to contribute pro rata in the same percentages as their established Percentage Interest in Common Areas and Limited Common Areas set forth in Paragraph 8 of this Declaration to the usual and ordinary maintenance and replacement reserve fund to assure continuous and adequate maintenance of Waterford Gardens Condominium as prescribed by the Act, and the assessment procedures and the method of collection and enforcement set forth under Article VI of the Bylaws attached to this Declaration. Provided, however, Declarant or its successors in interest, as an Owner, shall be excused from payment of assessments from the date this Declaration is recorded until the first day of the twenty-fourth (24th) calendar month following the month in which the closing of the sale of the first Condominium Unit in any Tract occurs; such provision shall also apply to assessments for Condominium Units owned by Declarant in Buildings located in subsequent Tracts committed to the Condominium by Supplemental Declarations. Provided, further, that if the annual expenses of the Owner's Association incurred under the assessment procedure exceed the amount assessed against the other Unit Owners (excluding the Declarant), then the Declarant or its successor shall pay the excess required during this twenty-four (24) month period on an annual basis. Prior to the Applicable Date, Declarant shall bear all expenses incurred with respect to any Tract arising out of construction or other activities on any portion of the Real Estate not included in that Tract, including but not limited to road damage and clean-up of debris caused by construction traffic, connection to any utility lines or mains located on that Tract and damage to, or deterioration of, grass, trees, fences or other portions of the Property due to construction off site or the state of areas under development.

21. Sale or Lease of Condominium Unit by Owners.

(a) Lease. It is in the best interests of all the Owners that those persons residing in Waterford Gardens Condominium have similar proprietary interests in their Condominium Units and be Owners. For the purpose of maintaining the congenial and residential character of Waterford Gardens Condominium, no Owner including the Declarant shall lease his Condominium Unit or enter into any other rental or letting arrangement for his Condominium Unit unless such lease is in writing and is for a term in excess of six (6) months. Any such lease shall be made explicitly subject to the terms of this Declaration and the Bylaws.

(b) Sale. The Association shall have no right of first refusal to purchase any Condominium Unit which an Owner wishes to sell and an Owner may sell or lease his Condominium Unit free of any such restriction.

(c) Statement of Regular or Special Assessments. No less than five (5) business days prior to the sale of any Condominium Unit by an Owner, other than the Declarant, such Owner must request the Board of Directors to issue a written statement of all assessed and unpaid Regular and Special Assessments due from such Owner in a form suitable for recording. The Board of Directors may, by an instrument of incumbency authorize one or more members of the Board, or the Treasurer of the Association, to sign such written statement. The recording of such written statement with a Unit Deed shall
operate to discharge the Unit from any lien for any other Regular and Special Assessments unpaid as of the date of such statement.

22. **Right of Action.** Subject to the provisions of Paragraph 28, the Association and any aggrieved Owner (as further defined herein) shall have a right of action against any Owner or Owners for failure to comply with the provisions of the Declaration, Bylaws or any decision of the Association or its Board of Directors which are made pursuant to authority granted to the Association or its Board of Directors in such documents. Owners shall have a similar right against the Association.

For purposes of this Declaration an "aggrieved Owner" shall mean an Owner whose rights are affected or infringed by any such alleged failure to comply with the provisions of the Declaration, Bylaws or any decision of the Association or its Board of Directors in a manner different from the rights of all other Unit Owners. Any Owner who alleges that he is an "aggrieved Owner" shall first notify the Board of Directors of such Owner's aggrieved status and request a special meeting of the Board of Directors to be held within thirty (30) days of such request (or within five (5) days in an emergency situation) to establish to the Board and the Association that such Owner is "aggrieved" within the meaning hereof, prior to the commencement of any right of action commenced hereunder.

23. **Costs and Attorneys' Fees.** In any proceeding arising because of failure of any Owner to make any payments required by this Declaration, the Bylaws or the Act, or to comply with any provision of the Declaration, the Act, the Bylaws, 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 costs and reasonable attorneys' fees incurred in connection with such default or failure.

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

25. **Severability Clause.** The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the Bylaws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached Bylaws.

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

27. **Exculpation.** This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are
nevertheless each and every one of them, made and intended not as personal Representations by
Declarant or for the purpose or with the intention of binding Declarant personally but are made
and intended for the purpose of binding only the Tracts; and no personal liability or personal
responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant
personally or its Directors and Officers, on account of this instrument or on account of, in
connection with or arising out of any Representations of Declarant in this instrument contained,
either express or implied, all such personal liability, if any, being expressly waived and released
by each Person who acquires any interest in a Condominium Unit as a condition to the
acquisition thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana
limited liability company

By: [Signature]
Ronald R. Rubeck, Managing Member

STATE OF INDIANA
COUNTY OF HAMILTON

Before me, a Notary Public in and for said county and state, personally appeared Ronald
R. Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing
Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to
execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on
behalf of said company.

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Witness my hand and Notarial Seal this 1st day of August, 2003.

NOTARY PUBLIC:

[Signature]

Printed: [Name]

My Commission Expires: 2-10-11

My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Description of Entire Parcel of Real Estate
Into which Condominium Development may be Expanded

Blocks "A", "B", "C", "D" and "E" in Waterford Gardens Condominium, Conditional Final Plat,
per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of
Hamilton County, Indiana.

EXCEPT:

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County,
Indiana, more particularly described as follows:

Commencing at the southwest corner of the recorded plat of Waterford Gardens, Instrument No.
200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the south
line of said Waterford Gardens North 89 degrees 48 minutes 00 seconds East 1156.59 feet;
thence North 00 degrees 07 minutes 30 seconds West 176.67 feet to a point on the east line of the
aforesaid recorded plat, and the Point of Beginning; thence South 89 degrees 52 minutes 30
seconds West 177.00 feet to the east right-of-way line of Red Fox Run as shown on the aforesaid
recorded plat; thence along said right-of-way North 00 degrees 07 minutes 30 seconds West
144.89 feet; thence North 89 degrees 52 minutes 30 seconds East 177.00 feet to the east line of
the aforesaid Waterford Gardens; thence along said east line South 00 degrees 07 minutes 30
seconds East 144.89 feet to the point of beginning, containing 0.59 acres, more or less.
EXHIBIT B

[ General Development Plan follows Next Page ]
### Waterford Gardens Condominium

**Tract 1, Building 1**

*Part of the NW 1/4 and SW 1/4 Section 2, T2N-, R4E, Hamilton County, Indiana*

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EXHIBIT D

Tract #1 Legal Description

-Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the recorded plat of Waterford Gardens, Instrument No. 2003000070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the south line of said Waterford Gardens North 89 degrees 48 minutes 00 seconds East 1156.59 feet; thence North 00 degrees 07 minutes 30 seconds West 176.67 feet to a point on the east line of the aforesaid recorded plat, and the Point of Beginning; thence South 89 degrees 52 minutes 30 seconds West 177.00 feet to the east right-of-way line of Red Fox Run as shown on the aforesaid recorded plat; thence along said proposed right-of-way North 00 degrees 07 minutes 30 seconds West 144.89 feet; thence North 89 degrees 52 minutes 30 seconds East 177.00 feet to the east line of the aforesaid Waterford Gardens; thence along said east line South 00 degrees 07 minutes 30 seconds East 144.89 feet to the point of beginning, containing 0.59 acres, more or less.
EXHIBIT E

[ Bylaws of Waterford Gardens Condominium follow Next Page ]
FIRST SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS FIRST SUPPLEMENTAL DECLARATION, made this 9th day of October, 2003, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant's election, be expanded to include portions of the real estate legally described as Blocks "A", "B", "C", "D" and "E" in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #2, Tract #3 and Tract #4, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed the Clubhouse, Building #10 and Building #23 on Tract #2, Tract #3 and Tract #4, respectively.
D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject the Tract #2 and the Clubhouse, Tract #3 and Building #10, and Tract #4 and Building #23 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this First Supplemental Declaration shall mean the following:

"Tract #2 Plans" means the site plan for Tract #2 and the Clubhouse, and the floor plans for the Clubhouse located on Tract #2 (depicting the layout, elevation, location and dimensions of the Clubhouse located on Tract #2);

"Tract #3 Plans" means the site plan for Tract #3 and Building #10, and the floor plans for Building #10 located on Tract #3 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #10);

"Tract #4 Plans" means the site plan for Tract #4 and Building #23, and the floor plans for Building #23 located on Tract #4 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #23);

All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of August 19, 2003, copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #2 Plans, Tract #3 Plans and Tract #4 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #2 Plans, Tract #3 Plans and Tract #4 Plans were recorded on the __ day of October, 2003, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 200300105599.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #2, Tract #3 and Tract #4, and any and all Buildings, Condominium Units,
Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #2, Tract #3 and Tract #4 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.

4. **Description of Buildings.** There is one building located on Tract #2, designed and built as the “Clubhouse” to serve the Owners of Condominium Units in Waterford Gardens Condominium; Building #10, a single structure containing four (4) Condominium Units on Tract #2; and Building #23, a single structure containing four (4) Condominium Units on Tract #4 as of the date hereof, as shown on the Tract #2 Plans, the Tract #3 Plans and the Tract #4 Plans, respectively, all as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #2 Plans, the Tract #3 Plans and the Tract #4 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #2 Plans, the Tract #3 Plans and the Tract #4 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.
IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: ____________________________
   Ronald R. Rubeck, Managing Member

STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said county and state, personally appeared Ronald R. Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.
Witness my hand and Notarial Seal this _8_ day of October, 2003.

NOTARY PUBLIC:

Vivian K. Galligan

Printed: Vivian K. Galligan

My Commission Expires: July 8, 2011

My County of Residence: Monroe

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.  
PETER D. CLEVELAND, P.C.  
a professional corporation  
7709 E. 42nd Street  
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Descriptions of Tracts #2, #3 & #4 of Waterford Gardens Condominium

Land Description
Tract #2, Clubhouse

Part of the Northwest Quarter and part of the Southwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the south line of said Waterford Gardens North 89 degrees 48 minutes 00 seconds East 1156.59 feet; thence North 00 degrees 07 minutes 30 seconds West 66.00 feet to the north right-of-way line of Easy Street as shown in the aforesaid plat, and the Point of Beginning; thence along said right-of-way South 89 degrees 48 minutes 00 seconds West 161.98 feet to a point on a curve to the right having a radius of 15.00 feet, the radius point of which bears North 00 degrees 12 minutes 00 seconds West from said point; thence along said right-of-way and curve an arc length of 23.58 feet to a point which bears South 89 degrees 52 minutes 30 seconds West from the radius point, said point being on the east right-of-way line of Red Fox Run; thence continuing along said proposed right-of-way North 00 degrees 07 minutes 30 seconds West 95.89 feet; thence North 89 degrees 52 minutes 30 seconds East 177.00 feet to the east line of the aforesaid Waterford Gardens; thence along said east line South 00 degrees 07 minutes 30 seconds East 110.67 feet to the point of beginning, containing 0.45 acres, more or less.

Land Description
Tract #3, Building #10

Part of the Northwest Quarter and part of the Southwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton
County, Indiana; thence along the south line of said Waterford Gardens North 89 degrees 48 minutes 00 seconds East 546.89 feet; thence North 00 degrees 07 minutes 30 seconds West 66.00 feet to the north right-of-way line of Easy Street as shown in the aforesaid plat, and the Point of Beginning; thence North 00 degrees 12 minutes 00 seconds West 147.26 feet; thence North 55 degrees 53 minutes 23 seconds West 63.59 feet; thence North 00 degrees 12 minutes 00 seconds West 106.10 feet; thence North 89 degrees 48 minutes 00 seconds East 178.00 feet; thence South 00 degrees 12 minutes 00 seconds East 106.10 feet; thence South 55 degrees 29 minutes 24 seconds West 63.95 feet; thence South 00 degrees 12 minutes 00 seconds East 147.26 feet the aforesaid right-of-way line of Easy Street; thence along said right-of-way line South 89 degrees 48 minutes 00 seconds West 72.94 feet to the point of beginning, containing 0.78 acres, more or less.

Land Description
Tract #4, Building #23

Part of the Northwest Quarter and part of the Southwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the southwest corner of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said Waterford Gardens North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 14.60 feet; thence South 90 degrees 00 minutes 00 seconds East 170.45 feet; thence North 77 degrees 32 minutes 01 second East 22.90 feet to the right-of-way of Easy Street as shown on the aforesaid plat, said point being on a curve to the left having a radius of 175.00 feet, the radius point of which bears North 70 degrees 44 minutes 44 seconds East from said point; thence along said right-of-way and curve an arc length of 128.95 feet to a point which bears South 28 degrees 31 minutes 36 seconds West from said radius point; thence South 28 degrees 31 minutes 36 seconds West 42.81 feet to the south line of the aforesaid plat of Waterford Gardens; thence along said south line South 89 degrees 48 minutes 00 seconds West 254.22 feet to the point of beginning, containing 0.70 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans of Clubhouse on Tract #2, Building #10 on Tract #3, and Building #23 on Tract #4 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this First Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective Condominium Units comprising Waterford Gardens Condominium is 8.33%. Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
CERTIFICATE OF CORRECTION
OF
FIRST SUPPLEMENTAL
DECLARATION OF CONDOMINIUM OWNERSHIP
OF
WATERFORD GARDENS CONDOMINIUM

THIS CERTIFICATE OF CORRECTION is made this 15th day of October, 2003, by
ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals

A. On August 1, 2003, Declarant executed a certain Declaration of Condominium
Ownership of Waterford Gardens Condominium, filed of record in the Office of the Recorder of
Hamilton County, Indiana on August 4, 2003 as Instrument No. 2003-00077125 and those certain
Floor Plans for Tract #1, Building #1 filed of record in the Office of the Recorder of Hamilton
County, Indiana on August 4, 2003, Instrument No. 2003-00077126;

B. On October 8, 2003, Declarant executed a certain First Supplemental Declaration of
Condominium Ownership of Waterford Gardens Condominium, dated October 8, 2003 recorded
October 9, 2003 as Instrument No. 200300105590 (the "First Supplemental Declaration") and the
Floor Plans for the Clubhouse, Tract #2; Building #10, Tract #3; and Building #23, Tract #4 for
Waterford Gardens Condominium recorded October 9, 2003 as Instrument No. 200300105599;

C. As of recording of the First Supplemental Declaration and the associated Floor Plans,
the Waterford Gardens Condominium consists of a total of eight (8) condominium units, which are
located in three buildings (Building #1, Tract #1, Building #10, Tract #3; and Building #23, Tract
#4);

D. By this Certificate of Correction Declarant desires to correct the reference to the
Percentage Interest in the Common Areas and Limited Common Areas appertaining to each
of Bylaws of Waterford Gardens Condominium and Waterford Gardens Owners Association, Inc. (the “Bylaws”), as the same may be amended from time to time, which by this reference are incorporated herein, and the terms of which Grantee ratifies and accepts and with which Grantee agrees to comply and be bound, and which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Condominium Unit.

EXCEPT as otherwise provided in the Declaration and the Bylaws, as the same may be amended from time to time, the Condominium Unit shall be used for residential purposes only, and certain rental and other restrictions apply as provided in the Declaration and Bylaws.

AND THIS CONVEYANCE IS MADE FURTHER SUBJECT TO, and said real estate is SUBJECT TO:

1. the lien of real estate taxes, solid waste assessments and any and all other regular public assessments not delinquent, and all such taxes and assessments payable thereafter; and

2. all rights of way, easements, restrictions, covenants and other matters of record.

POST OFFICE ADDRESS OF GRANTEE: Gerald B. Dolan
                                             Delores K. Dolan
                                             6654 Easy Street
                                             Fishers, Indiana 46038.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is the Managing Member of Grantor and has been fully empowered to execute and deliver this deed; that Grantor has full company capacity to convey the real estate described herein; and that all necessary company action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 15th day of October, 2003.
GRANTOR:

ALLISONVILLE, LLC

By: [Signature]

Ronald R. Rupeck, Managing Member

STATE OF INDIANA  }  
COUNTY OF HAMILTON  }

Before me, a Notary Public in and for said county and state, personally appeared Ronald R. Rupeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of Allisonville, LLC, an Indiana limited liability company, that he is duly authorized to execute the foregoing on its behalf, that any statements or representations of fact contained therein are true, and he acknowledged execution of the foregoing.

Witness my hand and Notarial Seal this 15th day of October, 2003.

STACEY L. HOOD  
notary public
Marion County  
Notary Commission Expires November 24, 2009

My Commission Expires:  

My County of Residence:  

This instrument was prepared by:
Peter D. Cleveland, Attorney-at-Law
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
SECOND SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP
OF WATERFORD GARDENS CONDOMINIUM

THIS SECOND SUPPLEMENTAL DECLARATION, made this 28th day of October, 2003, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant’s election, be expanded to include portions of the real estate legally described as Blocks "A", "B", "C", "D" and "E" in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #5, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed Building #18 on Tract #5.
D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #5 and Building #18 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Second Supplemental Declaration shall mean the following:

"Tract #5 Plans" means the site plan for Tract #5 and Building #18, and the floor plans for Building #18 located on Tract #5 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #18);

All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of September 16, 2003, reduced (not-to-scale) copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #5 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #5 Plans were recorded on the ______ day of October, 2003, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. ____________________________.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #5, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #5 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. **Description of Buildings.** There is one building located on Tract #5, identified as Building #18, a single structure containing two (2) Condominium Units, as of the date hereof, as shown on the Tract #5 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part herof by this reference. The Tract #5 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #5 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part herof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: Ronald R. Rubeck, Managing Member

STATE OF INDIANA
COUNTY OF NOVI

SS:

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubber, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 28th day of October, 2003.

NOTARY PUBLIC:

[Signature]

Printed: [Full Name]

My Commission Expires: July 8, 2011

My County of Residence: [County]

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Description of Tract #5 of Waterford Gardens Condominium

Land Description
Building 18, Waterford Gardens

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the unrecorded plat of Waterford Gardens; thence along the west line of said Waterford Gardens North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 586.71 feet to the northwest corner of said plat; thence along the north line of said plat North 89 degrees 45 minutes 20 seconds East 535.91 feet; thence South 00 degrees 14 minutes 40 seconds East 64.00 feet to the proposed south right-of-way line of Avila Way, and the Point of Beginning; thence continuing South 00 degrees 14 minutes 40 seconds East 148.19 feet; thence South 53 degrees 13 minutes 04 seconds West 55.64 feet; thence South 00 degrees 14 minutes 40 seconds East 101.56 feet; thence North 89 degrees 48 minutes 00 seconds East 178.00 feet; thence North 00 degrees 14 minutes 40 seconds West 101.56 feet; thence North 54 degrees 11 minutes 15 seconds West 56.40 feet; thence North 00 degrees 14 minutes 40 seconds West 148.26 feet to the aforesaid proposed south right-of-way line; thence along said line South 89 degrees 45 minutes 20 seconds West 87.70 feet to the point of beginning, containing 0.81 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #5, Building 18 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Second Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective Condominium Units comprising Waterford Gardens Condominium is Ten Percent (10.00%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
THIRD SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS SECOND SUPPLEMENTAL DECLARATION, made this 16th day of December, 2003, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant’s election, be expanded to include portions of the real estate legally described as Blocks “A”, “B”, “C”, “D” and “E” in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the “Real Estate”);

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #6, as more particularly described on Exhibit “A,” attached hereto and incorporated herein, and Declarant has constructed Building #4 on Tract #6.
D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #6 and Building #4 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Second Supplemental Declaration shall mean the following:

"Tract #6 Plans" means the site plan for Tract #6 and Building #4, and the floor plans for Building #4 located on Tract #6 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #4);

All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of November 6, 2003, reduced (not-to-scale) copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #6 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #6 Plans were recorded on the ______ day of December, 2003, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. ____________________.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #6, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #6 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. **Description of Buildings.** There is one building located on Tract #6, identified as Building #4, a single structure containing two (2) Condominium Units, as of the date hereof, as shown on the Tract #6 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #6 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #6 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: [Signature]

Ronald R. Rubock, Managing Member

STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubek, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 16th day of December, 2003.

NOTARY PUBLIC:

[Signature]

Printed: __________________________

My Commission Expires: __________ My County of Residence: __________

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Description of Tract #6 of Waterford Gardens Condominium

Land Description
Building 4, Waterford Gardens

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the northeast corner of Block A of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 20030070602 in the office of the Recorder of Hamilton County, Indiana; thence along the east line of said Waterford Gardens South 00 degrees 07 minutes 30 seconds East 125.27 feet; South 89 degrees 52 minutes 30 seconds West 172.19 feet to the east right-of-way of Red Fox Run; thence along said east right-of-way North 10 degrees 15 minutes 45 seconds East 94.59 feet to a point on a curve to the left having a radius of 175.00 feet, the radius point of which bears North 79 degrees 44 minutes 15 seconds West from said point; thence along said right-of-way and curve an arc length of 32.08 feet to a point which bears North 89 degrees 45 minutes 29 seconds East from said radius point, also being on the north line of the aforesaid Waterford Gardens; thence along said north line North 89 degrees 45 minutes 20 seconds East 152.27 feet to the Point of Beginning, containing 0.46 acre, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #6, Building 4 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Second Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective Condominium Units comprising Waterford Gardens Condominium is Eight and One-Third Percent (8.33%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
FOURTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS FOURTH SUPPLEMENTAL DECLARATION, made this 15th day of January, 2004, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant's election, be expanded to include portions of the real estate legally described as Blocks "A", "B", "C", "D", and "E" in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #7, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed Building #15 on Tract #7.

DULY ENTERED FOR TAXATION 20th day of January, 2004

Robin H. Miller Auditor of Hamilton County
Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #7 and Building #15 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Second Supplemental Declaration shall mean the following:

"Tract #7 Plans" means the site plan for Tract #7 and Building #15, and the floor plans for Building #15 located on Tract #7 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #15);

All as prepared and certified by Donald E. Wissm, Jr., a licensed professional engineer in the State of Indiana, under date of January 9th, 2004, reduced (not-to-scale) copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #7 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #7 Plans were recorded on the 20th day of January, 2004, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 200400004321.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #7, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #7 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. **Description of Buildings.** There is one building located on Tract #7, identified as Building #15, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #7 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #7 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #7 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

![Signature]

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: [Signature]

Ronald R. Rubeck, Managing Member

STATE OF INDIANA

) SS:
COUNTY OF HAMILTON

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 15th day of January, 2004.

NOTARY PUBLIC:

[Signature]
Heather K. Hatfield
Printed: Heather K. Hatfield

My Commission Expires: 2-10-11
My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Description of Tract #7 of Waterford Gardens Condominium

Land Description
Tract 7, Building 15, Waterford Gardens

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 586.71 feet to the northwest corner of said plat; thence along the north line of said plat North 89 degrees 45 minutes 20 seconds East 398.03 feet; thence South 00 degrees 14 minutes 40 seconds East 64.00 feet to the south right-of-way line of Avila Way, and the Point of Beginning; thence continuing South 00 degrees 14 minutes 40 seconds East 187.31 feet; thence North 89 degrees 58 minutes 39 seconds West 166.19 feet to the aforesaid right-of-way line, the following three (3) courses being along said right-of-way: 1) North 00 degrees 01 minute 21 seconds East 111.89 feet to a point on a curve to the right having a radius of 75.00 feet, the radius point of which bears South 89 degrees 58 minutes 39 seconds East from said point; 2) thence along said curve an arc length of 117.46 feet to a point which bears North 00 degrees 14 minutes 40 seconds West from the radius point; 3) thence North 89 degrees 45 minutes 20 seconds East 90.67 feet to the point of beginning, containing 0.68 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #7, Building #15 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Second Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective six and one-quarter percent (6.25%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
FIFTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS FIFTH SUPPLEMENTAL DECLARATION, made this 16th day of February, 2004, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant").

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant's election, be expanded to include portions of the real estate legally described as Blocks "A", "B", "C", "D" and "E" in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #8, as more particularly described on Exhibit "A", attached hereto and incorporated herein, and Declarant has constructed Building #22 on Tract #8.
D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #8 and Building #22 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Second Supplemental Declaration, shall mean the following:

"Tract #8 Plans" means the site plan for Tract #8 and Building #22, and the floor plans for Building #22 located on Tract #8 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #22);

All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of February 10, 2004, reduced (not-to-scale) copies of which are attached as Exhibit "B", which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #8 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #8 Plans were recorded on the ______ day of March, 2004, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. ____________

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #8, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #8 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. **Description of Buildings.** There is one building located on Tract #8, identified as Building #22, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #8 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #8 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #8 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

**DECLARANT:**

ALLISONVILLE, LLC, an Indiana limited liability company

By: Ronald R. Rubeck, Managing Member

STATE OF INDIANA )
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 19th day of February, 2004.

NOTARY PUBLIC:

Heather K. Hatfield

Printed: Heather K. Hatfield

My Commission Expires: 2-10-11

My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law,
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Description of Tract #8 of Waterford Gardens Condominium

Land Description:
Tract 8, Building 22, Waterford Gardens

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana, the following three (3) courses being along the west line of said plat: 1) North 00 degrees 06 minutes 06 seconds East 115.00 feet; 2) North 00 degrees 01 minute 21 seconds East 14.60 feet to the Point of Beginning; 3) continuing North 00 degrees 01 minute 21 seconds East 134.71 feet to the south right-of-way line of Quail Run, thence along said right-of-way North 89 degrees 56 minutes 37 seconds East 167.98 feet to a point on a curve to the right having a radius of 15.00 feet, the radius point of which bears South 00 degrees 03 minutes 23 seconds East from said point; thence along said curve an arc length of 23.58 feet to a point which bears South 89 degrees 58 minutes 39 seconds East from the radius point, also being on the west right-of-way line of Easy Street; thence along said right-of-way South 00 degrees 01 minute 21 seconds West 57.15 feet to a point on a curve to the left having a radius of 175.00 feet, the radius point of which bears South 89 degrees 58 minutes 39 seconds East from said point; thence along said curve an arc length of 58.88 feet to a point which bears South 70 degrees 44 minutes 44 seconds West from the radius point; thence South 77 degrees 32 minutes 01 second West 22.90 feet; thence North 90 degrees 00 minutes 00 seconds West 170.45 feet to the point of beginning, containing 0.57 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #8, Building #22 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Fifth Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective five percent (5.0%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
SIXTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS SIXTH SUPPLEMENTAL DECLARATION, made this 15th day of July, 2004, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant's election, be expanded to include portions of the real estate legally described as Blocks "A", "B", "C", "D" and "E" in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #9, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed Building #14 on Tract #9.
D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #9 and Building #14 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Second Supplemental Declaration shall mean the following:

   "Tract #9 Plans" means the site plan for Tract #9 and Building #14, and the floor plans for Building #14 located on Tract #9 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #14);

   All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of June 8, 2004, reduced (not-to-scale) copies of which are attached as Exhibit "B", which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

   The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #9 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #9 Plans were recorded on the 7th day of June, 2004, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 2004-060-44607 ___.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #9, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to the Declaration as if such originally had been included in the Declaration and shall thereafter 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #9 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. **Description of Buildings.** There is one building located on Tract #9, identified as Building #14, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #9 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #9 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #9 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana
limited liability company

By: 

Ronald R. Rabeck, Managing Member

STATE OF INDIANA )
) SS:
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 15th day of July 2004.

NOTARY PUBLIC:

Heather K. Hatfield
Printed: Heather K. Hatfield

My Commission Expires: 2-10-11
My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
7709 E. 42nd Street
Indianapolis, IN 46226
EXHIBIT A

Perimeter Legal Description of Tract #9 of Waterford Gardens Condominium

Land Description
Tract 9, Building 14, Waterford Gardens

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300076062 in the Office of the Recorder of Hamilton County, Indiana, thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence along the south right-of-way of Quail Run and the prolongation thereof North 89 degrees 56 minutes 37 seconds East 233.00 feet to the east right-of-way of Avila Way; thence along said east right-of-way North 00 degrees 01 minute 211 seconds East 51.74 feet to the Point of Beginning; thence continuing along said east right-of-way North 00 degrees 01 minute 21 seconds East 135.89 feet; thence South 89 degrees 48 minutes 39 seconds East 259.39 feet; thence South 00 degrees 14 minutes 40 seconds East 95.13 feet; thence South 00 degrees 12 minutes 00 seconds East 40.75 feet; thence North 89 degrees 58 minutes 39 seconds West 259.98 feet to the Point of Beginning, containing 0.81 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #9, Building #14 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Sixth Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective Four and One Hundred Sixty-Seven One Thousandth percent (4.167%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
SEVENTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS SEVENTH SUPPLEMENTAL DECLARATION, made this 24th day of October, 2004, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant’s election, be expanded to include portions of the real estate legally described as Blocks “A”, “B”, “C”, “D” and “E” in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #10, as more particularly described on Exhibit “A,” attached hereto and incorporated herein, and Declarant has constructed Building #13 on Tract #10.
D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #10 and Building #13 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Second Supplemental Declaration shall mean the following:

"Tract #10 Plans" means the site plan for Tract #10 and Building #13, and the floor plans for Building #13 located on Tract #10 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #13);

All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of October 6, 2004, reduced (not-to-scale) copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

The Declaration, the Articles and the By-Laws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tract #10 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #10 Plans were recorded on the 21st day of October, 2004, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 2004-72913.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #10, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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, and the Waterford Gardens Condominium is hereby expanded to include Tract #10 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. Description of Buildings. There is one building located on Tract #10, identified as Building #13, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #10 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #10 Plans shall be deemed part of the Plans as defined in the Declaration.

5. Identifying Numbers for Condominium Units and Reallocation of Percentage Interest. Each Condominium Unit shall be numbered as specified on the Tract #10 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, 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 each Owner, tenant or occupant of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: Ronald R. Rubek, Managing Member

STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubec, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 14th day of OCT 2004.

NOTARY PUBLIC:

[Signature]

Printed:

My Commission Expires: My County of Residence:

[Seal]

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
6910 N. Shadeland Avenue, Suite 200
Indianapolis, IN 46220
EXHIBIT A

Perimeter Legal Description of Tract #10 of Waterford Gardens Condominium

Land Description
Tract 10, Building 13

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 149.31 feet to the south right-of-way line of Quail Run; thence along said south right-of-way line and the easterly prolongation thereof, North 89 degrees 56 minutes 37 seconds East 233.00 feet to the east right-of-way line of Avila Way, being the Point of Beginning; thence along said east right-of-way line North 00 degrees 01 minute 21 seconds East 51.74 feet; thence South 89 degrees 58 minutes 39 seconds East 259.98 feet; thence South 00 degrees 12 minutes 00 seconds East 65.34 feet; thence North 89 degrees 58 minutes 39 seconds West 85.36 feet; thence South 00 degrees 12 minutes 00 seconds East 70.54 feet; thence North 89 degrees 58 minutes 39 seconds West 174.58 feet to said east right-of-way line of Avila Way, said point being on a non-tangent curve to the right having a radius of 125.00 feet, the radius point of which bears North 84 degrees 33 minutes 22 seconds East; thence northerly along said curve an arc distance of 11.93 feet to a point which bears North 89 degrees 58 minutes 39 seconds West from said radius point; thence along said east right-of-way line, North 00 degrees 01 minutes 21 seconds East 72.24 feet to the Point of Beginning, containing 0.67 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #10, Building #13 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Seventh Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective Three and Five Hundred Seventy-One One Thousandth percent (3.571%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
Land Description
Tract 10, Building 13

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 149.31 feet to the south right-of-way line of Quail Run; thence along said south right-of-way line and the easterly prolongation thereof, North 89 degrees 58 minutes 37 seconds East 233.00 feet to the east right-of-way line of Avila Way, being the Point of Beginning; thence along said east right-of-way line North 00 degrees 01 minute 21 seconds East 51.74 feet; thence South 89 degrees 58 minutes 39 seconds East 259.98 feet; thence South 00 degrees 12 minutes 00 seconds East 85.34 feet; thence North 89 degrees 58 minutes 39 seconds West 85.36 feet; thence South 00 degrees 12 minutes 00 seconds East 70.54 feet; thence North 89 degrees 58 minutes 39 seconds West 174.58 feet to said east right-of-way line of Avila Way, said point being on a non-tangent curve to the right having a radius of 125.00 feet, the radius point of which bears North 84 degrees 33 minutes 22 seconds East; thence northerly along said curve an arc distance of 11.93 feet to a point which bears North 89 degrees 58 minutes 39 seconds West from said radius point; thence along said east right-of-way line, North 00 degrees 01 minutes 21 seconds East 72.24 feet to the Point of Beginning, containing 0.67 acres, more or less.
EIGHTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS EIGHTH SUPPLEMENTAL DECLARATION is made this 10th day of December, 2004, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 14 (g) of the Declaration, Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, and Mortgagees or any other Person to amend or supplement the Declaration if such amendment is necessary to confirm the Declaration to the Indiana Condominium Law, Indiana Code § 32-25-1-1 et seq. (the "Indiana Condominium Law");

C. Declarant desires to amend Article VI, Section 6.04, "Reserve for Replacements"; Section 6.05, "Working Capital Fund"; and, Section 6.06, "General Operating Reserve," of the Bylaws, as established by the Declaration, in order to simplify the number of reserve funds and segregated accounts provided in the Bylaws such that the Bylaws shall more closely conform to the minimum requirements of the Indiana Condominium Law with respect to establishment of a "replacement reserve fund," the establishment of a segregated account for such fund, and to clarify
the form and nature of the funds and accounts to be maintained by the Association.

D. Declarant desires so to amend the Bylaws, and completely and fully restate the Bylaws by way of a single document so that the Bylaws, as amended, can be consulted in their complete and comprehensive form without reference to the earlier document comprising the Bylaws.

Declaration

1. Fund and Accounts of the Association. The Bylaws shall be amended to provide generally that Declarant shall (a) establish a general checking account for the Association for purposes of making disbursements of the Association's funds; (b) an interest bearing, general savings account for the Association for deposit of the "Regular Assessments," "Special Assessments," the "Working Capital Fund," and other funds or revenues of the Association; and (c) a segregated, interest bearing "Replacement Reserve Account" account, all as defined in the Bylaws.

All other reserve funds, and banking and segregated accounts provided in the Bylaws shall be abolished.

2. Amendment and Restatement of Bylaws. The foregoing action shall be implemented by amendments to the Bylaws as provided in Article VI of the "First Amended and Restated Code of Bylaws of Waterford Gardens Condominium and Waterford Gardens Owners Association, Inc.," copy attached and incorporated herein, as Exhibit "A" (the "First Amended and Restated Bylaws").

3. Restatement and Revocation of Bylaws. The Bylaws as adopted by way of the Declaration and set forth in Exhibit "E" to the Declaration shall be superseded and replaced in full by the First Amended and Restated Bylaws.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: [Signature]

Ronald R. Rubock, Managing Member
STATE OF INDIANA

COUNTY OF MARION

Before me, a Notary Public in and for said county and state, personally appeared Ronald R. Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 10th day of December, 2004.

NOTARY PUBLIC:

Printed: CHRISTINA H. WRIGHT

My Commission Expires: Aug 30, 2009
My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
6910 N. Shadeland Avenue, Suite #200
Indianapolis, IN 46220
EXHIBIT A

First Amended and Restated Code of Bylaws of Waterford Gardens Condominium and Waterford Gardens Owners Association, Inc. Follows Next Page
FIRST AMENDED and RESTATED
CODE OF BYLAWS

OF

WATERFORD GARDENS CONDOMINIUM

AND

WATERFORD GARDENS OWNERS ASSOCIATION, INC.

This First Amended and Restated Bylaws incorporates and implements certain amendments to, and restates in full and supersedes those Bylaws first established by the execution of the Declaration of Condominium Ownership of Waterford Gardens Condominiums dated August 1, 2003, filed of record in the Office of the Recorder of Hamilton County, Indiana on August 4, 2003, Instrument No. 200300077125.
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FIRST AMENDED AND RESTATED
CODE OF BYLAWS OF
WATERFORD GARDENS CONDOMINIUM
AND
WATERFORD GARDEN OWNERS ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These Bylaws are adopted simultaneously with the execution of a certain Declaration creating Waterford Garden Condominium to which these Bylaws are attached and made a part. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. Except as otherwise provided in Section 1.02 hereof, the definitions and terms as defined and used in the Declaration shall have the same meaning in these Bylaws and reference is specifically made to Paragraph 1 of the Declaration containing definitions of terms. The provisions of these Bylaws shall apply to the Property and the administration and conduct of the affairs of the Association. The Bylaws shall also constitute the Bylaws of the Association.

Section 1.02. Additional Definitions. Notwithstanding any other definition in the Declaration, the following terms as used in these Bylaws shall have the following meanings:

a. "Articles" means the Articles of Incorporation of the Association.

b. "Assessment" means all sums lawfully assessed against the Owners as declared or authorized by the Act, the Declaration, any Supplementary Declaration, the Articles, or these Bylaws.

c. "Declaration" means the Declaration of Condominium Ownership of Waterford Gardens Condominium, as may be amended.

d. "Directors" means all the members of the Board of Directors and "Director" means any individual member thereof.

e. "Initial Board" means those individuals appointed by Declarant as Directors pursuant to the power reserved to Declarant by Section 3.02 in their capacity as the Board of Directors.

f. "Managing Agent" means a reputable and recognized professional property management agent employed by the Board pursuant to Section 3.06.
g. "Majority Vote" means a majority of the Percentage Vote present and voting at any duly constituted meeting of the Members.

h. "Member" means a member of the Association and "Members" means more than one member of the Association.

i. "Regular Assessment" means the Assessment levied pursuant to Section 6.02.

j. "Special Assessment" means the Assessment levied pursuant to Section 6.03.


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

ARTICLE II
Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board (subject to the provisions of Section 3.02 hereof), approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, the Articles, these Bylaws, the Act or the Statute.

Section 2.02. Annual Meetings. The annual meeting of the Members shall be held on a date established by the Board pursuant to notice provided in accordance with these Bylaws within six (6) months of the close of each fiscal year of the Association. At the annual meeting, the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Directors in accordance with the provisions of these Bylaws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the Members may be called by resolution of the Board or upon a written petition of Owners who have not less than ten percent (10%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association (references herein to an officer shall be to that officer 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 Meeting. Except with respect to the Initial Board, all meetings of the Members shall be held at any suitable place in Hamilton County, Indiana, as may be designated by the Board. 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 to the Secretary to each Member entitled to vote there at not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 12.01 of these Bylaws. Attendance at any meeting in person by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

a. Number of Votes. All Persons who own a Condominium Unit shall jointly (and not severally) be entitled to cast one vote for each Condominium Unit they own on each matter coming before the meeting as to which they are entitled to vote.

b. Multiple Owners. Where the Owner of a Condominium Unit constitutes or consists of more than one Person, or is a partnership, there shall be only one voting representative entitled to all of the Percentage Vote allocable to that Condominium Unit. At the time of acquisition of title to a Condominium Unit by a multiple Owner or a partnership, those Persons constituting such Owner or the partners shall file with the Secretary an irrevocable proxy appointing one of such Persons or partners as the voting representative for such Condominium Unit, which shall remain in effect until all of those Persons constituting such multiple Owner or a majority of the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or the Owner no longer owns such Condominium Unit. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (a) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Condominium Unit.

c. Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, a 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 may cast the vote to which the corporation is entitled. The secretary of the corporation, or a trustee of the trust, so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by
such person to the Secretary stating who is authorized to vote on behalf of said corporation or trust.

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

e. **Pledges.** If the vote of an Owner or Owners has been pledged by mortgage, security agreement, conditional assignment, or other instrument, an executed copy of which has been filed with the Secretary, only the pledgee shall be entitled to cast the vote of such Owner or Owners upon those matters upon which the Owner or Owners vote is so pledged.

f. **Quorum.** Except in the Declaration, these Bylaws, the Act or the Statute, a Majority of Owners shall constitute a quorum at all meetings of the Members.

Section 2.06. **Conduct of Meetings.**

a. **Annual Meeting.** The President shall act as the chairman of all annual meetings of the Association if present. At all annual meetings, the chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

i. Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a Majority Vote.

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

iii. Budget. The proposed budget for the current fiscal year shall be presented to the Owners for approval or amendment.

iv. Election of Board of Directors. After the Applicable Date, nominations for the Board may be made by any Owner from those Persons eligible to serve. Such nominations must be in writing and presented to the Secretary at least seven (7) days prior to the date of the annual meeting. Voting for the Board will be by paper ballot. The ballot shall contain the name of each Person nominated to serve as a member of the Board. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those Persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. Prior to the
Applicable Date, the nomination and election of the Board shall be governed by the provisions of Section 3.02 hereof.

v. Other Business. Other business may be brought before the meeting only by decision of the Board of Directors or upon a written request of an Owner submitted to the Secretary of the Association at least seven (7) days prior to the date of the meeting, except that such written request may be waived at the meeting if agreed by a Majority of Owners.

vi. Adjournment.

b. Special Meeting. The President shall act as chairman of any special meetings of the Association if present. The chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be the matters for which such meeting was called, as set forth in the notice of such special meeting.

ARTICLE III

Board of Directors

Section 3.01. Management. The affairs of the Association and Waterford Gardens Condominium shall be governed and managed by the Board of Directors. Prior to the Applicable Date, the Board shall be composed of three (3) individuals; after the Applicable Date, the Board shall be composed of five (5) individuals. Except with respect to the initial Board of Directors, no individual shall be eligible to serve as a Director unless such person is, or is deemed in accordance with the Declaration to be, an Owner, including an individual appointed by Declarant as provided in Section 3.02 hereof.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be Ronald R. Rubeck, M. Kathleen Rubeck and Brad Rubeck, all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, these Bylaws, the Declaration, the Act or the Statute (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date, every such vacancy shall be filled by an individual appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Condominium Unit or by acquisition of any interest in a Condominium Unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which appointment shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote and to vote as Declarant determines on all matters as to which Members are entitled to vote under the Declaration, these Bylaws, the Act, the Statute or otherwise. This Appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.
Section 3.03. Additional Qualifications. Where an Owner consists of more than one individual or is not a natural Person, then one of the individuals constituting the multiple Owner, or a partner, an officer or the trustee of a Owner shall be eligible to serve on the Board, except that no single Condominium Unit may be represented on the Board by more than one individual at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.02 hereof, two (2) members of the Board shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date. After the Applicable Date, each member of the Board of Directors shall be elected for a term of two (2) years, except that at the first election after the Applicable Date two (2) Directors shall be elected for a one (1) year term, and three (3) for a two (2) year term so that the terms of at least two (2) of the Directors shall expire annually. There shall be separate nominations for the office of each Director to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 3.02 hereof as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05. The Director so filling a vacancy accordance with the Members and shall serve until the next annual meeting of until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote or a Majority of Owners at a special meeting of the Members duly called and constituted for that purpose. In such case, successors shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Members or until a successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board shall provide for the administration of Condominiums, the maintenance, repair, upkeep and replacement of the Common Areas and Limited Common Areas (unless the same are otherwise the responsibility or duty of the Owners of Condominium Units pursuant to the Declaration, Bylaws or any other document constituting the operating documents of the Regime), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Association, employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

a. protection, surveillance and replacement of the Common Areas and Limited Common Areas, including, without limitation, the enforcement of the prohibition of vehicular parking in the right-of-way of private streets and roads on the Property,
unless the same are otherwise the responsibility or duty of the Owners of Condominium
Units; provided, however, that this duty shall not include or be deemed or interpreted as a
requirement that the Association, the Board or any Managing Agent must provide any
on-site or roving guards, security service or security system for protection or surveillance,
and the same need not be furnished;

b. procuring of utilities used in connection with Waterford Gardens
Condominium, removal of garbage and waste, and snow removal from the Common
Areas;

c. landscaping, painting, decorating, furnishing, maintaining and repairing
the Common Areas, and, where applicable, the Limited Common Areas;

d. surfacing, paving and maintaining drives, parking areas and sidewalks;

e. washing and cleaning of exterior window surfaces of the Condominium
Units;

f. assessment and collection from the Owners of the Owner's share of the
Common Expenses;

g. preparation of the proposed annual budget;

h. preparing and delivering annually to the Owners a full accounting of all
receipts and expenses incurred in the prior year;

i. keeping a current, accurate and detailed record of receipts and
expenditures affecting the Property, specifying and itemizing the Common Expenses;

j. procuring and maintaining for the benefit of the Owners, the Association
and the Board the insurance coverages required by Section 8.01 and such other insurance
coverages as the Board, in its sole discretion, may deem necessary or advisable;

k. making available to Owners and Mortgagors current copies of the
Declaration, Bylaws and rules and regulations governing Waterford Gardens
Condominium ("Organizational Documents") and any other books, records and financial
statements of the Association. The Board shall also make available to prospective
purchasers of Condominium Units current copies of the Organizational Documents and
the most recent annual audited financial statement if such statement has been prepared.
"Available" means available for inspection upon request during normal business hours or
under other reasonable circumstances. Upon written request by the United States
Department of Housing and Urban Development or the Veterans Administration, the
Board shall also prepare and furnish within a reasonable time an audited financial
statement for the Association for the immediately preceding fiscal year.
Section 3.07. **Powers of the Board of Directors.** The Board shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

a. to employ a Managing Agent to assist the Board in performing its duties;

b. to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board;

c. to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of Waterford Gardens Condominium;

d. to employ, designate, discharge and remove such personnel as in the judgment of the Board may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Common Areas;

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

f. to open and maintain a bank account or accounts in the name of the Association; and

g. to adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

Section 3.08. **Limitation on Board Action.** After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than $10,000.00 without obtaining the prior approval of a Majority of Owners, except that in the following cases such approval shall not be necessary:

a. contracts for replacing or restoring portions of the Common Areas or Limited Common Areas damaged or destroyed by fire or other cause where the cost thereof is payable out of insurance proceeds actually received;

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

c. expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.09. **Compensation.** No Director shall receive any compensation for his services as a Director except to such extent as may be expressly authorized by a Majority of
Owners. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. Meetings.

a. Organization Meeting. The Board shall meet each year within ten (10) days following the date of the annual meeting of the Association, at such time and place as shall be fixed at the annual meeting, for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting, and no notice shall be necessary to any newly elected Directors in order legally to constitute such meeting if a quorum is present.

b. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of regular meeting of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

c. Special Meetings. Special meetings may be called by the President or any two (2) members of the Board. The Director or Directors calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to the members of the Board. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Except with respect to the Initial Board, such meeting shall be held at such place and at such time within Hamilton County, Indiana, as shall be designated in the notice.

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

Section 3.12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a consent in writing setting forth such actions so taken is signed by all Directors and such written consent is filed with the minutes of the proceedings of the Board.

Section 3.13. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.
Section 3.14. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any Persons arising out of contracts made by the Board on behalf of Waterford Gardens Condominium or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of Waterford Gardens Condominium or the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of Waterford Gardens Condominium shall provide that the Board and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interests.

Section 3.15. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any individual, his heirs, assigns and legal representatives made a party to any action, suit or proceeding by reason of the fact that such person is or was a Director, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred 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 matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a Majority of Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any officer or employee thereof, or any accountant, attorney or other person employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board.

Section 3.16. Transactions Involving Affiliates. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any Person (including Declarant and/or shareholders or members of Declarant) in which one or more of the Directors are directors, officers, partners, or employees or are pecuniarily or are otherwise interested shall be void or voidable because such Director or Directors are present at the meeting.
of the Board that authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose if:

a. the contract or transaction is between the Association and Declarant or any affiliate of Declarant entered into prior to the Applicable Date; or

b. the fact of the affiliation or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

c. the fact of the affiliation or interest is disclosed or known to the Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

d. the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Affiliated or interested Directors may be counted in determining the presence of the quorum of any meeting of the Board thereof that authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if they were not so affiliated or not so interested.

Section 3.17. Bonds. Blanket fidelity bonds shall be maintained by the Association for all officers, directors and employees of the Association or all other persons handling, or responsible for, funds of or administered by the Association. Where the Managing Agent has the responsibility for handling or administering funds of the Association, the Managing Agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association and the Association shall be named as an additional obligee thereon. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time during the term of each bond. In no event, however, may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Condominium Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms of expressions. The expense of all such bonds shall be a Common Expense. The bonds may not be canceled or substantially modified without thirty (30) days notice in writing to the Association, the Insurance Trustee and each servicer of a FNMA (Fannie Mae) owned mortgage in the Property.
ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at its duly called annual meeting of the Board. Upon an affirmative vote of a majority of all members of the Board, 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 Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and the Board, shall have and discharge all the general powers and duties usually vested in the office of 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 Owners as he or she 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 Directors and shall perform all duties incumbent upon the president during the absence or disability of the President. The Vice President shall also perform such other duties as these Bylaws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, including without limitation, keeping the minute book for the Association wherein resolutions of the Board of Directors shall be recorded, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these Bylaws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of accounts showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. The
Treasurer shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. The Treasurer 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 or accounts in the name of the Association. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 4.07. Assistant Officers. The Board may, from time to time, designate and elect from among the Members an Assistant Secretary and an Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these Bylaws or the Board may prescribe.

ARTICLE V

Management

Section 5.01. Maintenance, Repairs and Replacements.

a. Condominium Units. Each Owner shall, at its own expense, be responsible for the maintenance, repairs, decoration and replacement of its own Condominium Unit, except as may otherwise be provided herein. Each Owner shall promptly perform all maintenance and repair within its Condominium Unit which, if neglected, might adversely affect the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for the maintenance, repairs and replacements of, his Condominium Unit and appurtenant Limited Common Areas, and all equipment serving the same except to the extent otherwise provided herein.

b. Maintenance Exceptions. Maintenance, repairs and replacements for which each Owner is not individually responsible are water lines, gas lines, plumbing and electric lines that service the Owner's Condominium Unit only and are located within or without exterior walls of the Condominium Unit including any lines in the area from below the floor to above the ceiling if they are within an extension of the exterior walls of the Condominium Unit; all air conditioning and heating equipment which are not wholly contained within the Condominium Unit and which were a part of original construction, except for total replacement of the mechanical components of fixtures serving a single Condominium Unit such as a lavatory, toilet, bath, whirlpool, etc. Such foregoing mechanical maintenance by the Association is for usual and ordinary mechanical maintenance of original construction and where such repair is the result of willful or negligent misuse by the Owner then a reasonable service charge shall be added to the Owner's next payment of the regular Assessment collectible and enforceable as provided for herein.
c. Appurtenant Maintenance. Each Owner shall be responsible for the interior surface of the doors, screens and windows which are part of such Owner's Condominium Unit, interior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof. In the event that the maintenance or repair of any Condominium Unit is reasonably necessary in the discretion of the Board to protect the Common Areas or Limited Common Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Owners, the Board shall have the power to undertake such maintenance or repair; but no such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit proposed to be maintained. The cost of any such maintenance or repair shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Section 6.06 hereof.

d. Certain Limited Common Areas. Each Owner shall, at its own expense, be responsible for the replacement of the air conditioning compressor, installed to service such Owner's Condominium Unit, and for the decoration and general maintenance of any balcony, patio, deck, landscaped area or porch to which there is direct access from the interior of such Condominium Unit. Any balcony, patio, deck, or porch shall be kept free and clean of snow, ice and any other accumulation by the Owner of such Condominium Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs or replacements in, to or with respect to such balcony, patio, deck, landscaped area or porch shall be made by the Association, and the cost thereof shall be a Common Expense.

e. Common Areas and Limited Common Areas. All maintenance, repairs and replacements to the Common Areas and Limited Common Areas (except as otherwise provided in the Declaration, a Supplemental Declaration, or these Bylaws) shall be furnished by the Association as part of the Common Expenses. The Board of Directors may adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Common Areas.

f. Private Streets and Roadways; Public Dedication Thereof; Use and Maintenance. Certain streets and roads bisect the Real Estate, have been designed and constructed to serve the Property, and have been designated “Easy Street,” “Red Fox Run,” “Avila Way” and “Quail Run” on the General Development Plan specified in the Declaration (the “Streets”). As required by the Town of Fishers, Indiana, under the terms and conditions of its Ordinance 080601C, dated October 15, 2001, Declarant and/or the Association shall offer to dedicate a right-of-way corridor fifty feet (50') in width (the “Right of Way Corridors”), that shall include the Streets, for perpetual use by the public for vehicular and pedestrian access, and for public utility facilities and improvements.
Upon acceptance of the Streets and Right of Way Corridors by the Town of Fishers for use by the public, the Streets and Right of Way Corridors shall be maintained by the Town of Fishers. Upon such dedication and acceptance, the Streets and Right of Way Corridors shall no longer be subject to the terms and conditions of the Declaration or these Bylaws, and shall be regulated by the laws, ordinances, and rules and regulations of the Town of Fishers, Indiana, and other applicable public authorities.

Until such time as the Streets and Right of Way Corridors dedicated to the public and accepted by applicable public authorities, or with respect to those portions of the streets and roads not so dedicated or accepted, the Declarant has granted and conveyed a perpetual, non-exclusive easement appurtenant to and for the benefit of the Real Estate for use of the Streets and Right of Way Corridors for vehicular and pedestrian access to and from the Real Estate and public streets abutting the Real Estate, and for the installation and maintenance of public utility facilities and improvements to serve the Real Estate. The Streets and Right of Way Corridors shall be maintained as Common Area by the Owners until the Streets and Right of Way are accepted for public dedication. Vehicular parking shall not be allowed in the Streets and Right of Way Corridors, and shall be strictly limited to those areas specifically set aside and designated as parking areas in the Plans or in the driveways and aprons appurtenant to each Condominium Unit; except, however, upon dedication and acceptance of the Streets for public right-of-way, parking in the public right-of-way shall be limited by applicable ordinance adopted by the Town of Fishers.

If the Town of Fishers fails to accept the Streets and Right of Way Corridors for public dedication, the Declarant, or after the Applicable Date, the Owners, shall be entitled to submit and subject such areas to dedication as part of the Common Areas of the Condominium, to be so owned, managed, maintained and replaced by the Owners as provided by the Declaration and these Bylaws. In such event, the Streets and Right of Way Corridors shall be subjected to the Declaration by execution and recordation of a Supplemental Declaration as provided herein.

Section 5.02. Right of Entry. The Board of Directors, the Managing Agent, or any other Person authorized by the Board or the Managing Agent shall have the right, at reasonable times and upon reasonable prior notice (except in case of emergency in which event no notice shall be required), to enter into each individual Condominium Unit for the purposes of inspection of the Common Areas and Limited Common Areas appurtenant thereto and replacement, repair and maintenance of the same.

Section 5.03. Alterations and Additions. No Person shall make any alterations or additions to the Common Areas or Limited Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration or addition within the boundaries of his Condominium Unit that would affect the safety or structural integrity of the Building in which the Condominium Unit is located.
Notwithstanding anything to the contrary contained herein, there shall be no amendments to these Bylaws or the Declaration, nor any significant change in the basic exterior style of any building without prior approval of the Area Plan Commission of Hamilton County and the appropriate member government through the planned development process, which includes the possibility of consideration as a minor modification by the Administrative Officer of that jurisdiction.

Section 5.04. Real Estate Taxes. Real estate taxes are to be separately taxed to each Condominium Unit as provided in the Statute. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Property as a whole, then each Owner shall pay its proportionate share thereof in accordance with such Owner's respective Percentage Interest. If real estate taxes are assessed on the Tract and other portions of the Real Estate, then the tax for the Tract shall be allocated on a proportionate Tract shall be allocated on a proportionate value basis as shall be determined by the Board of Directors.

Section 5.05. Utilities. Each Owner shall pay for the utilities that are separately metered and serving such Owner's Condominium Unit. Utilities that are not separately metered shall be treated as and paid as part of the Common Expenses, unless, after the Applicable Date, alternative payment arrangements are authorized by a Majority of Owners. Under applicable ordinance and regulations promulgated by the Town of Fishers, Indiana, sanitary sewer service charges may be assessed against each Condominium Unit on a flat rate basis, with a single invoice directed to the Association or separate invoices directed to each Condominium Unit Owner; in any event, sewer use charges shall be the direct and sole responsibility of each Condominium Unit Owner and shall be assessable against each Condominium Unit.

Section 5.06. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Common Expenses, or for injury or damage to person or property caused by the elements or by the Owner of any Condominium Unit, or any other Person, or resulting from electricity, water, snow or ice that may leak or flow from any portion of the Common Areas or Limited Common Areas or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles that may be stored upon any of the Common Areas or Limited Common Areas. No diminution or abatement of Assessments for Common Expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Limited Common Areas, or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

Section 5.07. Negligence. Each Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of such Owner's 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 such Owner's use, misuse, or occupancy or
abandonment of its Condominium Unit or its appurtenances or of the Common Areas or Limited Common Areas.

Section 5.08. Costs and Attorneys’ Fees. In any proceeding arising because of failure of an Owner to make any payments required by, or to comply with any provisions of, the Declaration, the Act, these Bylaws, 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.

ARTICLE VI
Assessments

Section 6.01. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a Majority Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall include the amounts required for funding the reserve accounts required by Section 6.04 and 6.05. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon an amount no greater than one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 6.02. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash required for the Common Expenses in the current fiscal year and required reserve amounts as set forth in said budget, contain a proposed assessment against each Condominium Unit based on the Percentage Interest of each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit. In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular
Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners to reflect the Assessment against each Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as herein above provided. The Regular Assessment against each Condominium Unit shall be paid in advance in equal monthly installments, commencing on the first day of each calendar month. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay monthly assessments semi-annually or annually, in advance.

a. If the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment that is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal Year.

b. If the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually in advance, then the foregoing adjustments shall be made by a cash payment by or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

c. The Regular Assessments shall be payable in advance and shall commence at the time of closing and delivery of deed. In computing the initial payment the amount of the Regular Assessments shall be calculated by apportioning the payment based upon a thirty (30) day month until the due date for payment of the next Regular Assessment occurs.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, and sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his successor as
Owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 21(c) of the Declaration or Section 12.03 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible therefor to Owners for the same.

Section 6.03. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these Bylaws, the Declaration or the Act, the Board of Directors shall have the full power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest on each Condominium Unit. Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures or to pay for the cost of any repair or reconstruction of damage caused by fire or other cause or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described herein or in the Declaration.

Section 6.04. Reserve for Replacements. The Board of Directors shall cause to be established and maintained a reserve fund for replacements by the allocation and payment to such reserve fund not less often than annually of an amount determined by the Board to be sufficient to meet the costs of periodic maintenance, repair, renewal and replacement of the Common Areas and Limited Common Areas, including, but not limited to, painting the exterior of buildings, repairing or replacing the recreational facilities, and resurfacing, repairing or replacing streets, parking areas, sidewalks, roofs, landscaped areas and other facilities and appurtenances. In determining the amount, the Board shall take into consideration the expected useful life of such Common Areas and Limited Common Areas, projected increases in the cost of materials and labor, interest to be earned by such funds, and the advice of Declarant, the Managing Agent and consultants the Board may employ. Such fund shall be conclusively deemed to be a Common Expense. Pursuant to Indiana Code §32-25-4-4, such fund shall be deposited in an interest bearing account with a bank or savings and loan association authorized to conduct business in Hamilton County, Indiana; or invested in the same manner and in the same types of investments in which the funds of a political subdivision may be invested under Indiana Code §5-13-9 or as otherwise provided by law. The reserve for replacements shall be expended only for capital expenditures and replacement and repair of the Common Areas and Limited Common Areas and may not be used for usual and ordinary repair expenses of the Common Areas and Limited Common Areas. The Board shall annually review the adequacy of the reserve fund. The
proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it pertains and shall be deemed to be transferred with such Condominium Unit.

Section 6.05. **Working Capital Fund.** Declarant may establish a working capital fund equal to two months of the initial estimated Common Expenses for each Condominium Unit in the initial Tract. In each subsequent Tract that may be created by Supplemental Declaration a like working capital fund contribution shall be made. Any amounts paid into this fund shall not be considered as advance payments of Regular Assessments. Each Condominium Unit's share of the working capital fund shall be collected at the time the sale of the Condominium Unit is closed and shall be transferred to the Association for deposit to the Association's general operating funds. The Working Capital Fund shall be established to meet unforeseen expenses of the Association of any kind and is intended to establish working capital for the operation, repair, and maintenance of the Common Areas and Limited Common Areas and other financial obligations of the Association. Funds collected for the Working Capital Fund need not be segregated or separately accounted for as deposit in the general account of the Association.

Section 6.06. **Bank Accounts of the Association.** Declarant shall (a) establish a general checking account for the Association for purposes of making disbursements of the Association's funds; (b) an interest bearing, general savings account for the Association for deposit of the "Regular Assessments," "Special Assessments," the "Working Capital Fund," and other funds or revenues of the Association; and (c) a segregated, interest bearing "Replacement Reserve Account" account for deposit of the replacement reserve funds as specified in Section 6.04, above.

Section 6.07. **Failure of Owner to Pay Assessments.** No Owner may exempt himself from paying Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Common Areas, of the Buildings, and toward any other expenses lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to such Owner. Each Owner shall be personally liable for the payment of his Percentage Interest of all Assessments. Where the Owner constitutes more than one person, the liability of such person shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, a lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law; provided, however, any lien for delinquent Assessments or other charges that the Association has on a Condominium Unit will be subordinate to a first mortgage on the Condominium Unit if the mortgage was recorded before the delinquent Assessment was due. Upon the failure of an Owner to make timely payments of any Assessment when due, the Board may, in its discretion, assess late fees in a reasonable amount to be determined by the Board from time to time and/or accelerate the entire balance of the unpaid Assessments for the remainder of the current fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and
any occupant of the Condominium Unit shall be jointly and severally liable for the payment to
the Association of reasonable rental for such Condominium Unit, and the Board shall be entitled
to the appointment of the receiver for the purpose of preserving the Condominium Unit and to
collect the rentals and other profits therefrom for the benefit of the Association to be applied to
the unpaid Assessments. The Board may, at its option, bring a suit to recover a money judgment
for any unpaid Assessment without foreclosing or waiving the lien securing the same. In any
action to recover an Assessment, whether by foreclosure or otherwise, the Board, for and on
behalf of the Association, shall be entitled to recover costs and expenses of such action incurred,
including but not limited to reasonable attorneys' fees, from the Owner of the respective
Condominium Unit.

Section 6.08. Waiver of Lien Upon Foreclosure. Notwithstanding anything to the
contrary contained in the Declaration and these Bylaws, any sale or transfer of a Condominium
Unit to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a
conveyance to any Person at a public sale in the manner provided by law with respect to
mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Assessment as
to such installments that became due prior to such sale, transfer or conveyance, but
extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No
such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such
foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any
installments of Assessments thereafter becoming due or from the lien therefor. Such unpaid
share of any Assessments, the lien for which has been divested as aforesaid, shall be deemed to
be a Common Expense, collectible from all Owners (including the party acquiring the
Condominium Unit from which it arose), as provided in the Act.

Section 6.09. Initial Budgets and Assessments. Notwithstanding anything to the
contrary contained herein, in the Declaration, in the Act, in the Statute or otherwise, until the
Applicable Date the annual budget and all Assessments shall be established by the Initial Board
without meetings of or concurrence of the Owners. The agency, power of attorney and proxy
granted to the Declarant by each Owner pursuant to Section 3.02 hereof shall be deemed to cover
and include each Owner's right to vote on and approve the annual budget and any Assessments
until the Applicable Date.

ARTICLE VII

Restriction, Entry and Rules and Regulations

Section 7.01. Restrictions on Use. The following restrictions on the use and enjoyment
of the Condominium Units, Common Areas, Limited Common Areas and the Property shall be
applicable to Waterford Gardens Condominium:

a. All Condominium Units shall be used exclusively for residential purposes
and for occupancy by a single family or by no more than three (3) unrelated persons,
excepting Declarant specifically reserves the right to use a Condominium Unit as a sales office or sales area.

b. No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such a supplement or amendment to the Declaration, without the consent of the Board of Directors, excepting Declarant reserves the right to maintain a mobile office for construction, marketing or management.

c. Nothing shall be done or kept in any Condominium Unit or in the Common Areas or Limited Common Areas that 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 his Condominium Unit or in the Common Areas or Limited Common Areas that will result in a cancellation of insurance on any building or any part of the Common Areas or contents thereof, or that would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

d. Vehicular parking shall not be allowed in the right-of-way of the streets and roads of the Property, and shall be limited strictly to those areas specifically set aside and designated as parking areas in the Plans, except as parking spaces may be established by the Town of Fishers upon dedication of the streets and roads, or portions thereof, to the public.

e. No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas or Limited Common Areas.

f. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls or balcony of any Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or be placed upon the exterior wall or roofs or any other parts of any Building without the prior consent of the Board; provided, however, Owners may install satellite dishes which are no larger than twenty-four (24) inches in diameter provided that each such Owner obtains approval from the Board with respect to the location of the installation of such satellite dish. Interior window and door drapes or coverings shall be of a neutral translucent color and texture or of the same color of the exterior facade surrounding the window or door.

g. Nothing shall be done or permitted in any Condominium Unit that will impair the structural integrity of any Building or that would structurally change any Building or that would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these Bylaws. No Condominium Unit shall be used in any unlawful manner or in any manner that might cause injury to the reputation of Waterford Gardens Condominium or that might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Condominium Units or
neighboring property, including without limiting the generality of the foregoing, noise by
the use of and loud speakers, electrical equipment, amplifiers or other equipment or
machines or loud person.

h. The Common Areas and Limited Common Areas shall be kept free and
clear of rubbish, debris and other unsightly materials. No clothes, sheets, blankets, rugs,
laundery or other things shall be hung out or exposed on any part of the Common Area or
Limited Common Areas.

i. All Owners, guests, tenants or invitees, and all occupants of any
Condominium Unit or other Persons entitled to use the same and to use and enjoy the
Common Areas 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 promulgated and
issued by the Board governing the operation, use and enjoyment of the Condominium
Units, the Common Areas and Limited Common Areas; including but not limited to rules
relating to the keeping of animals, the parking or storage of vehicles or trailers and other
matters incidental to the use of the Common Areas and Limited Common Areas.

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

k. No Owner shall be allowed to place or cause to be placed or stored in the
lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar
purpose, of both the Common Areas and Limited Common Areas, any furniture or objects
of any kind, without the consent of the Board.

l. All garbage, trash and refuse shall be stored in appropriate containers
inside the Condominium Unit (including the garage) or in an inconspicuous place within
the Limited Area appurtenant thereto and shall be kept therein until not earlier than
sundown of the evening before scheduled trash collection. In the event trash chutes are
provided within the Building then such chute shall be used by the Owners in a clean and
sanitary manner that does not clutter the flooring and discharge point into the chute. In
the event such garbage, trash or refuse is too bulky to place within the trash chute then
garbage, trash and refuse shall be placed in sealed disposable plastic bags or other
containers approved by the Board for scheduled trash collection and shall be placed at
such locations for trash collection as are designated by the Board.

m. No "for sale," "for rent" or "for lease" signs or other advertising display
shall be maintained or permitted on the property without the prior consent of the Board
except that the right to place or display such signs is reserved to Declarant and the
Association with respect to unsold or unoccupied Condominium Units.
n. Common Areas and Limited Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the provisions of the Declaration, these Bylaws and the rules and regulations from time to time adopted by the Board.

o. The Association shall have no right of first refusal to purchase any Condominium Unit which an Owner wishes to sell and an Owner may sell his Condominium Unit free of any such restriction.

Section 7.02. Right of Board to Adopt Rules and Regulations. The Board may promulgate such rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Common Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board. The Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

Section 7.03. Enforcement. The Declarant, the Board, or in a proper case, an aggrieved Owner shall have the right of enforcement of all restrictions and regulations adopted pursuant to this Article VII. An Aggrieved Owner shall mean an Owner whose rights are affected or infringed by any such alleged failure to comply with the provisions of the Declaration, Bylaws or any decision of the Association or its Board of Directors in a manner different from the rights of all other Unit Owners. Any Owner who alleges that he is an Aggrieved Owner shall first notify the Board of Directors of such Owner aggrieved status and request a special meeting of the Board of Directors to be held within thirty (30) days of such request (or within five (5) days in an emergency situation) to establish to the Board and the Association that such Owner is Aggrieved within the meaning hereof, prior to the commencement of any right of action commenced hereunder. Any costs including reasonable attorneys fees may be recovered from any Owner for violation thereof; however, any reservation of right to the use of summary abatement or similar means to enforce restrictions against a Condominium Unit or its use shall require that judicial proceedings be instituted before any items of construction can be altered or demolished.

ARTICLE VIII

Insurance

Section 8.01. Coverage. The Board of Directors on behalf of the Owners shall obtain, maintain and pay the premiums upon, as a Common Expense, and keep in full force and effect at all times the following insurance coverage underwritten by companies duly authorized to do business in Indiana:

a. Casualty or physical damage insurance in an amount equal to the full insurable replacement cost of all buildings and property owned by the Association with either a guaranteed replacement cost endorsement or a replacement cost endorsement and
"inflation guard" endorsements, and if the policy includes a co-insurance clause an "agreed amount", without deduction or allowance for depreciation (as determined annually by the Board with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for Common Expenses with respect to Condominium Units, during any period of repair or construction; and

(ii) such other risks as are customarily covered by an all risk endorsement or Abroad form coverage with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery, explosion or damage, and such other insurance as the Board may from time to time determine.

b. Comprehensive public liability insurance in such amounts as may be considered appropriate by the Board including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, and any and all other liability incident to the ownership and/or use of the Property or any portion thereof. Such coverage shall be for at least One Million Dollars ($1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under the insurance policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Limited Common Areas, and legal liability arising out of lawsuits related to employment contracts of the Association.

(i) Such liability insurance shall contain no provisions relieving the insurer from liability for loss occurring while the hazard is increased, whether or not within the knowledge or control of the Board, or because of any breach of any warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them.

(ii) Such liability insurance shall provide that such policy may not be canceled or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Board, the Insurance Trustee, all Owners, all Mortgagees and every other Person in interest who shall have requested such notice of the insurer.

c. Workmen's compensation and employer's liability insurance in respect to employees of the Association in the amounts and in the form necessary to comply with any applicable law.

d. Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.
The provisions of this Section 8.01 shall not be construed to limit the power or authority of the Board to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association or the Board may deem appropriate from time to time.

Section 8.02. **Definition.** As used in Section 8.01, the term "all buildings and improvements" means, without limitation, the Common Areas, Limited Common Areas, and the standard separation walls, fixtures, pipes, wires, conduits and installations installed in Condominium Units as of the date of initial sale by Declarant, as shown on the Plans as amended from time to time, and replacements thereof, but does not mean any fixtures, alterations, installations or additions in or to a Condominium Unit made by an individual Owner of that Condominium Unit and not shown on the Plans.

Section 8.03. **Form.** Casualty insurance shall be carried in a form or forms naming as the insured the Association for the use and benefit of the Owners according to the loss or damage to their respective Condominium Units and Percentage Interest and payable in case of loss to the insurance Trustee. Every such Policy of insurance shall:

a. provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner;

b. contain no provisions relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them;

c. provide that such Policy may not be canceled or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, the Insurance Trustee, all Owners, all Mortgagees and every other Person in interest who shall have requested such notice of the insurer;

d. contain a waiver by the insurer of any right of subrogation to any right of the Board or Owners against any of them or any other Person under them;

e. 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 10 of the Declaration;

f. provide that the policy is primary in the event an Owner has other insurance covering the same loss.
g. contain a standard mortgagee clause which shall:

(i) provide that any reference to a mortgagee in such policy shall mean and include any Mortgagee, whether or not named therein and, where applicable, name as mortgagee Federal National Mortgage Association or Federal Home Loan Mortgage Corporation or their respective successors and assigns;

(ii) provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or any Owner, or any Persons under any of them;

(iii) waive any provision invalidating such mortgagee clauses by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay and premium thereon, and any contribution clause;

(iv) provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee; and Public liability and property damage insurance shall be carried in a form or forms naming as the insured the Board of Directors as trustee for each individual Owner, the Association, the Board of Directors, the Managing Agent, and any Person acting on behalf of the Association, and providing for payment of any proceeds therefrom to the Insurance Trustee. The Board shall promptly upon effecting such insurance deposit with each Owner a current certificate of such insurance, without prejudice to the right of and Owner to maintain additional public liability insurance for his Condominium Unit.

Section 8.04. Allocation of Insurance Proceeds. In the event of damage or destruction by fire or other cause to any part of the Property covered by insurance written in the name of the Board as trustee for Owners and their Mortgagees, the following provisions shall apply:

a. Common Areas and Limited Common Areas. Proceeds on account of damage to Common Areas and Limited Common Areas shall be allocated among the Owners in accordance with their respective Percentage Interests.

b. Condominium Units. Proceeds on account of damage to Condominium Units shall be allocated as follows:

(i) If the Building in which the damaged Condominium Unit is located is to be restored, insurance proceeds shall be allocated to such Condominium Unit in the proportion that the cost of Restoration of such Condominium Unit bears to the cost of Restoration to all damaged Condominium Units, such cost to be determined by the Board. In determining such cost, the Board shall not take into consideration the cost of repairing any items specifically excluded from insurance coverage pursuant to the provisions of Section 8.02.
(ii) In the Building in which the damaged Condominium Unit is located is not to be restored, insurance proceeds shall be allocated to such Condominium Unit in accordance with the agreed amount of the replacement cost of such Condominium Unit.

(iii) In the event a mortgage endorsement has been issued with respect to a particular Condominium Unit, the amount of the insurance proceeds allocated to the Owner of such Condominium Unit shall be held in trust for the Mortgagee and the Owner as their interests may appear, but no Mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be restored or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Owner and Mortgagee pursuant to the provisions of these Bylaws.

Section 8.05. Distribution of Insurance Proceeds. Proceedings of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Owners and their Mortgagees as their respective interests appear, in the following manner:

a. Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof pursuant to the provisions of Article IX. Any proceeds remaining after defraying such costs shall be retained by the Association and added to the reserve for replacements established pursuant to the reserve for replacements established pursuant to Section 6.04 except that, with respect to a Condominium Unit in which there was damage to items excluded from insurance coverage pursuant to Section 8.02, the Owner of such Condominium Unit shall be entitled to receive out of such remaining proceeds his pro-rata share thereof determined according to his Percentage Interest.

c. Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with Section 21 of the Act.

d. Certificate. In making distributions to Owners and their mortgagees, the Insurance Trustee may rely upon a certificate issued by the Board as to the names of the Owners and their respective shares of the distribution, and, with respect to the names of mortgagees, may rely upon a certificate from an attorney-at-law who, or a title insurance company which, has examined the Mortgage Records in the office of the Recorder of Hamilton County, Indiana, as to the names of the holders of mortgages of record.

Section 8.06. Association as Owner's Agent. The Association, acting by its Board of Directors, is hereby irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in the
Property to negotiate all claims arising under insurance policies purchased by the Board, and to execute and deliver releases upon the payment of claims.

Section 8.07. Individual Policies - Recommendation of Declarant. Any Owner or Mortgagee may obtain additional insurance (including a "condominium unit-owner's endorsement" for acquired at the expense of the Lender) at his own expense. Such insurance shall provide that it shall be without contribution as against the insurance maintained by the Board. Such insurance shall contain the same waiver of subrogation provision as set forth in Section 8.03(d). If an insured loss is sustained on the Property and the amount of insurance proceeds that would otherwise be payable to the Insurance Trustee is reduced due to prior claim on insurance purchased pursuant to this Section, the Owner shall assign the proceeds of the personally purchased insurance, to the extent of the amount of the reduction, to the Insurance Trustee to be distributed as provided in Section 8.05. The Declarant recommends that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a policy insuring against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Owner.

Section 8.08. Certificates. Shall cause to be issued to each Owner, or Mortgagee, a certificate of insurance evidencing the insurance coverage maintained by the Association.

ARTICLE IX

Damage or Destruction

Section 9.01. Procedure for Restoration or Repair. In the event of damage or destruction to the Common Property by fire, other cause, or as a result of condemnation, and Restoration or repair of the Property is required or authorized pursuant to Paragraph 10 or Paragraph 11 of the Declaration, such Restoration or repair shall be undertaken in accordance with the provisions of this Article.

Section 9.02. Estimate of Cost. Promptly after the occurrence of the damage or destruction to the Property, that the Association has the responsibility to restore or repair, the Board shall obtain reliable and detailed estimates of the cost to restore or repair. In the event of damage after the Applicable Date to any structure exceeding $25,000.00, the Board shall retain the services of an architect and/or Construction Manager to supervise the Restoration or repair and the disbursement of the construction funds.
Section 9.03. Plans and Specifications. Any Restoration or repair must be either substantially in accordance with the Plans or, according to plans and specifications approved by a Majority of Owners, and if damaged Property contains any Condominium Units, by all of the Owners of the damaged Condominium Units, which approval shall not be unreasonably withheld.

Section 9.04. Sealed Bids. After the Applicable Date, the Board shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who may be required to provide a full performance and payment bond for the Restoration or repair of the damaged Property.

Section 9.05. Responsibility. If the damage is only to those parts of a Condominium Unit for which the responsibility of maintenance and repair is that of an Owner, then the Condominium Unit Owner shall be responsible for the cost of Restoration and repair unless such damage is specifically covered by the insurance purchased by the Board, in which event the Association shall be responsible for said costs.

Section 9.06. Construction Funds. The funds for payment of the costs of Restoration or repair, which shall consist of the proceeds of insurance held by or payable to the Insurance Trustee, such amounts from the reserve for replacements as are authorized by the Board for the purpose of Restoration or repair, and the funds collected by the Board from Special Assessments against Owners, shall be deposited with the Insurance Trustee who shall apply or disburse the same in payment of the costs of Restoration or repair as provided in this Article.

Section 9.07. Certificates. The Insurance Trustee may rely upon a certificate from the Board to determine whether or not the damaged Property is to be restored or repaired and upon a certificate from the architect employed by the Board to supervise the Restoration or repair, or, if such Restoration or repair is undertaken prior to the Applicable Date, from Declarant or the Board, with respect to the payments to be made to contractors undertaking the Restoration and/or repair.

Section 9.08. Insurance Trustee. The Insurance Trustee shall not be liable for payment of insurance premiums, the renewal or the sufficiency of insurance policies, nor for the failure to collect any insurance proceeds or condemnation awards. The duty of the Insurance Trustee shall be to receive such proceeds or awards as are paid and to hold the same in trust for the purposes herein and in the Declaration stated, and for the benefit of the Owners and their Mortgagees as herein and in the Declaration provided.
ARTICLE X

Fiscal Management

Section 10.01. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 10.02. Books of Account. Books of account of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices, and shall include a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses.

Section 10.03. Inspection. All books, records and accounts, and all vouchers accrediting the entries made thereupon, shall be available for examination by an Owner or a Mortgagor or any duly authorized agent or attorney of an Owner or Mortgagor at any time during normal business hours for purposes reasonably related to his interest as an Owner.

Section 10.04. Auditing. Unless otherwise agreed by a Majority of Owners, at the close of each fiscal year, the books and accounts of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards.

Section 10.05. Annual Financial Statement. Prior to the annual meeting of the Association, the Board of Directors shall cause to be prepared and delivered to the Owners an annual financial statement, certified to by the Treasurer, showing all income and all disbursements of the Association during the previous fiscal year. To the extent possible, such financial statement shall be based upon the report prepared pursuant to Section 10.04. The requirements of this Section 10.05 shall be satisfied if the Board causes to be delivered to each Owner prior to the annual meeting of the Association a copy of the report prepared pursuant to Section 10.04.

Section 10.06. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other individuals as are from time to time so authorized by the Board, provided however that all checks from the Association's reserve account or working capital fund shall require the signature of two Board Members.
ARTICLE XI

Amendment to Bylaws

Section 11.01. Procedure. Subject to any contrary, overriding or superseding provisions set forth herein, or in the Declaration, these Bylaws may be amended in the same manner, and subject to the same limitations and requirements as amendments to the Declaration, as set forth in Paragraph 14 of the Declaration. Amendments to the Bylaws shall be considered as amendments of the Declaration and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration there shall be no amendment of the Declaration or these Bylaws prior to the Applicable Date without the consent and approval of Declarant.

Section 11.02. Amended and Restated Bylaws. An amended and restated Bylaws, containing the original Bylaws and all amendments theretofore made, may be executed any time or from time to time by a majority of the then Board of Directors and shall, upon recording in the office of the Recorder of Hamilton County, Indiana, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Bylaws and the various amendments thereto.

Notwithstanding anything to the contrary contained herein, there shall be no amendment of these Bylaws or the Declaration, nor any significant change in the basic exterior style without prior approval of the Area Plan Commission of Hamilton County and the appropriate member government through the planned development process, which includes the possibility of consideration as a minor modification by the Administrative Officer of that jurisdiction.

ARTICLE XII

Mortgages

Section 12.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary thereof and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, the Bylaws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these Bylaws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled to vote by virtue of the Declaration, these Bylaws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.
Section 12.02. Notices to Mortgagors. The Association shall promptly provide to any Mortgagor of whom the Association has been provided notice under Section 12.01 of the Bylaws notice of any of the following:

   a. Any proposed termination of the Regime or any condemnation or casualty loss that affects either a material portion of Waterford Gardens Condominium or the Condominium Unit securing its mortgage;

   b. Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Condominium Unit on which said Mortgagor holds a mortgage, if said delinquency continues for more than sixty (60) days;

   c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

   d. Any proposed action that requires the consent of a specified percentage of Mortgagors; and,

   e. Any proposed amendment of the Organizational Documents effecting a change in (i) the boundaries of any Condominium Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Areas or Limited Common Areas appertaining to any Condominium Unit or the liability for Common Expenses appertaining thereto, (iii) the Percentage Vote appertaining to a Condominium Unit or (iv) the purposes for which any Condominium Unit or the Common Areas are restricted.

Section 12.03. Notice of Unpaid Assessments. The Association shall, upon request of the Mortgagor, a proposed mortgagor, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such mortgagor or purchaser a statement setting forth the amount of the unpaid Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Owners, and any Mortgagor or grantee of the Condominium Unit shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement or as such Assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 6.02 hereof.

Section 12.04. Financial Statements. Upon the request of any Mortgagor, the Association shall provide to said Mortgagor the most recent financial statement prepared on behalf of the Association pursuant to Section 10.04 and 10.05 of these Bylaws.
ARTICLE XIII

Miscellaneous

Section 13.01. Membership Certificates. Each Member shall automatically become a member of the Association upon delivering of title to a Condominium Unit. Such membership shall be nontransferable and membership shall automatically transfer to the new owner.

Section 13.02. Personal Interests. No Member shall have or receive any earnings from the Association, except a Member who is an officer, director or employee of the Association may receive fair and reasonable compensation for his services as officer, director or employee, and a Member may also receive principal and interest on monies loaned or advanced to the Association as provided in the Statute.

[END OF BYLAWS]
NINTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS NINTH SUPPLEMENTAL DECLARATION, made this 10th day of December, 2004, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant's election, be expanded to include portions of the real estate legally described as Blocks "A", "B", "C", "D" and "E" in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof, recorded as Instrument No. 2003-00076202 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #11, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed Building #20 on Tract #11.

Duly entered for taxation
Subject to final acceptance for transfer
29th day of Dec, 2004

Robin W. Lille, Auditor of Hamilton County
Parcel #

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D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #11 and Building #20 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. **Certain Definitions.** The following terms, as used in this Second Supplemental Declaration shall mean the following:

   "Tract #11 Plans" means the site plan for Tract #11 and Building #20, and the floor plans for Building #20 located on Tract #11 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #20);

   All as prepared and certified by Donald E. Wilson, Jr., a licensed professional engineer in the State of Indiana, under date of November 22, 2004, reduced (not-to-scale) copies of which are attached as Exhibit "B", which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

   The Declaration, the Articles and the Bylaws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. **Tract #11 Plans.** Pursuant to Indiana Code §32-25-7-1, the Tract #11 Plans were recorded on the 29th day of December, 2004, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 200400000997.

3. **Expansion of Waterford Gardens Condominium.** Declarant hereby expressly declares that Tract #11, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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 Bylaws and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, and the Waterford Gardens Condominium is hereby expanded to include Tract #11 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.
4. **Description of Buildings.** There is one building located on Tract #11, identified as Building #20, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #11 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #11 Plans shall be deemed part of the Plans as defined in the Declaration.

5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #11 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, the Bylaws 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 of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

**DECLARANT:**

ALLISONVILLE, LLC, an Indiana limited liability company

By: [Signature]

Ronald R. Rubec, Managing Member

STATE OF INDIANA

COUNTY OF MARION

Before me, a Notary Public in and for said county and state, personally appeared Ronald R.
Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of ALLISONVILLE, LLC, an limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 10th day of December, 2004.

NOTARY PUBLIC:

Printed: CHRISTINE M. WRIGHT

My Commission Expires: Aug. 30, 2009

My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Peter D. Cleveland, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
6910 N. Shadeland Avenue, Suite 200
Indianapolis, IN 46220
EXHIBIT A

Perimeter Legal Description of Tract #11 of Waterford Gardens Condominium

Land Description
Tract 11, Building 20

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 113.00 feet; thence continuing along said west line of Block D and the west line of Block C, North 00 degrees 01 minute 21 seconds East 332.15 feet to the Point of Beginning; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 153.70 feet; thence South 89 degrees 58 minutes 39 seconds East 188.51 feet to the west right-of-way line of Avila Way, and a point on a non-tangent curve to the left having a radius of 125.00 feet, the radius point of which bears South 72 degrees 53 minutes 56 seconds East from said point; thence along said right-of-way and curve an arc length of 37.26 feet to a point which bears North 89 degrees 58 minutes 39 seconds West from said radius point; thence continuing along said right-of-way South 00 degrees 01 minute 21 seconds West 116.99 feet; thence North 89 degrees 58 minutes 39 seconds West 183.00 feet to the Point of Beginning, containing 0.65 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #11, Building #20 of Waterford Gardens Condominium as Certified project Engineer Follows Next Page
EXHIBIT C

Upon the recording of this Ninth Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective Three and One Hundred Twenty-Five One Thousandth percent (3.125%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
29th day of March, 2005

JENNIFER J. HAYDEN
Auditor of Hamilton County
Parcel #

Cross References: Instrument Nos. 2003-70602; 2003-77126; 2003-105600; 2003-105599; 2003-110807; 200300113926; 200300113925; 200300125331; 200400004321; 200400004322; 200400015808; 200400015809; 200400046807; 200400046808; 200400072514; 200400086995; and 200400086998.

TENTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP
OF
WATERFORD GARDENS CONDOMINIUM

THIS TENTH SUPPLEMENTAL DECLARATION, made this ____ day of March, 2005, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant's election, be expanded to include portions of the

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real estate legally described as Blocks “A”, “B”, “C”, “D” and “E” in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the “Real Estate”);

C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tracts #12 and #13, as more particularly described on Exhibit “A,” attached hereto and incorporated herein, and Declarant has constructed Building #17 on Tract #12 and Building #19 on Tract #13.

D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #12, Building #17; and Tract #13, Building #19 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

I. Certain Definitions. The following terms, as used in this Tenth Supplemental Declaration shall mean the following:

“Tract #12 Plans” means the site plan for Tract #12 and Building #17, and the floor plans for Building #17 located on Tract #12 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #17);

“Tract #13 Plans” means the site plan for Tract #13 and Building #19, and the floor plans for Building #19 located on Tract #13 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #19);

All as prepared and certified by David K. Sexton., a licensed professional engineer in the State of Indiana, under date of March 11, 2005, reduced (not-to-scale) copies of which are attached as Exhibit “B”; which Exhibit “B” supplements and amends Exhibit “C” to the Declaration (which Exhibit “C” to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).
The Declaration, the Articles and the Bylaws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. Tracts #12 and #13 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #12 Plans and Tract #13 Plans were recorded on the ____ day of March, 2005, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. ________________

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tracts #12 and #13, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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 Bylaws and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, and the Waterford Gardens Condominium is hereby expanded to include Tracts #12 and #13 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.

4. Description of Buildings. There is one building located on Tract #12, identified as Building #17, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #12 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #12 Plans shall be deemed part of the Plans as defined in the Declaration; and there is one building located on Tract #13, identified as Building #19, a single structure containing two (2) Condominium Units, as of the date hereof, as shown on the Tract #13 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #13 Plans shall be deemed part of the Plans as defined in the Declaration.

5. Identifying Numbers for Condominium Units and Reallocation of Percentage Interest. Each Condominium Unit shall be numbered as specified on the Tract #12 Plans and
Tract #13 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, the Bylaws 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 of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: ________________________________
Raul R. Rubeck, Managing Member

STATE OF INDIANA )
) SS: )
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said county and state, personally appeared Raul R. Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing
Member of Allisonville, LLC, an Indiana limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this 23rd day of March, 2005.

NOTARY PUBLIC:

Printed: K. Allison

July 8, 2011
My Commission Expires: __________ My County of Residence: [ ]

This instrument was prepared by and please return after recordation to: [ ]
EXHIBIT A

Perimeter Legal Description of Tracts #12 and #13 of Waterford Gardens Condominium

Land Description
Tract #12 Building #17

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium Conditional Final Plat, per plat thereof recorded as Instrument #200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 586.71 feet to the northwest corner of said plat; thence along the north line of said plat North 89 degrees 45 minutes 20 seconds East 623.61 feet; thence South 00 degrees 14 minutes 40 seconds East 64.00 feet to the proposed south right-of-way line of Avila Way, and the Point of Beginning; thence continuing South 00 degrees 14 minutes 40 seconds East 148.26 feet; thence South 54 degrees 11 minutes 15 seconds East 56.40 feet; thence North 89 degrees 45 minutes 20 seconds East 92.29 feet; thence North 00 degrees 14 minutes 40 seconds West 181.45 feet to the aforesaid proposed south right-of-way line; thence along said line South 89 degrees 45 minutes 20 seconds West 137.89 feet to the point of beginning, containing 0.56 acres, more or less.

Land Description
Tract #13 Building #19

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium,
Conditional Final Plat, per plat thereof recorded as Instrument No. 20030070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minutes 21 seconds East 586.71 feet to the northwest corner of said plat and the Point of Beginning; thence along the north line of said plat North 89 degrees 45 minutes 20 seconds East 952.32 feet to the west right-of-way of Red Fox Run, being on a non-tangent curve to the right, having a radius of 15.00 feet, the radius point of which bears North 86 degrees 25 minutes 19 seconds West from said point, the following three (3) courses being along said right-of-way and the north right-of-way of Avila Way: 1) along said curve an arc length of 22.56 feet to a point which bears South 00 degrees 14 minutes 40 seconds East from the radius point; 2) South 89 degrees 45 minutes 20 seconds West 629.99 feet to a point on a curve to the left having a radius of 125.00 feet, the radius point of which bears South 00 degrees 14 minutes 40 seconds East from said point; 3) along said curve an arc length of 174.96 feet to a point which bears North 80 degrees 26 minutes 26 seconds West from the radius point; thence North 89 degrees 58 minutes 39 seconds West 184.73 feet to the west line of the aforesaid Plat; thence along said west line North 00 degrees 01 minutes 21 seconds East 116.86 feet to the point of beginning, containing 0.81 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #12, Building #17; and Tract #13, Building #19 of Waterford Gardens Condominium as Certified by project Engineer Follow Next Page
EXHIBIT C

Upon the recording of this Tenth Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective units is Two and Six Hundred Thirty-Two Thousandths percent (2.632%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
ELEVENTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS ELEVENTH SUPPLEMENTAL DECLARATION, made this 8th day of September, 2005, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant’s election, be expanded to include portions of the real estate legally described as Blocks “A”, “B”, “C”, “D” and “E” in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-0070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");
C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tracts #14, #15 and #16, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed Building #11 on Tract #14, Building #12 on Tract #15, and Building #16 on Tract #16.

D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #14, Building #11; Tract #15, Building #12; and Tract #16, Building #16 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Eleventh Supplemental Declaration shall mean the following:

   "Tract #14 Plans" means the site plan for Tract #14 and Building #11, and the floor plans for Building #11 located on Tract #14 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #11);

   "Tract #15 Plans" means the site plan for Tract #15 and Building #12, and the floor plans for Building #12 located on Tract #15 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #12);

   "Tract #16 Plans" means the site plan for Tract #16 and Building #16, and the floor plans for Building #16 located on Tract #16 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #16);

All as prepared and certified by Duane A. Sharrer, a licensed professional engineer in the State of Indiana, under date of September 2, 2005, reduced (not-to-scale) copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).
The Declaration, the Articles and the Bylaws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended.

2. **Tracts #14, #15 and #16 Plans.** Pursuant to Indiana Code §32-25-7-1, the Tract #14 Plans, the Tract #15 Plans, and Tract #16 Plans were recorded on the ______ day of September, 2005, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. ____________ respectively.

3. **Expansion of Waterford Gardens Condominium.** Declarant hereby expressly declares that Tracts #14, #15, and #16, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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 Bylaws and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, and the Waterford Gardens Condominium is hereby expanded to include Tracts #14, #15, and #16 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.

4. **Description of Buildings.** There is one building located on Tract #14, identified as Building #11, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #14 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #14 Plans shall be deemed part of the Plans as defined in the Declaration, and there is one building located on Tract #15, identified as Building #12, a single structure containing two (2) Condominium Units, as of the date hereof, as shown on the Tract #15 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #15 Plans shall be deemed part of the Plans as defined in the Declaration; and there is one building located on Tract #16, identified as Building #16, a single structure containing two (4) Condominium Units, as of the date hereof, as shown on the Tract #16 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #16 Plans shall be deemed part of the Plans as defined in the Declaration.
5. **Identifying Numbers for Condominium Units and Reallocation of Percentage Interest.** Each Condominium Unit shall be numbered as specified on the Tract #14 Plans, Tract #15 Plans, and Tract #16 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, the Bylaws 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 of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: Ronald R. Rubeck, By: Sest Rubeck, his attorney

Ronald R. Rubeck, Managing Member in-fact

Recorded 6-21-05

STATE OF INDIANA

COUNTY OF HAMILTON

Before me, a Notary Public in and for said county and state, personally appeared Ronald R. Rubeck, who being first duly sworn by me upon his oath, stated that he is the Managing Member of...
Allisonville, LLC, an Indiana limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company.

Witness my hand and Notarial Seal this __ day of September, 2005.

NOTARY PUBLIC:

[Signature]

Printed: [Name]

My Commission Expires: 2-10-11

My County of Residence: Marion

This instrument was prepared by and please return after recordation to:

Eric A. Harvey, Attorney-at-Law.

PETER D. CLEVELAND, P.C.

a professional corporation

6910 N. Shadeland Avenue, Suite 200

Indianapolis, IN 46220
EXHIBIT A

Perimeter Legal Description of Tracts #14, #15, and #16 of Waterford Gardens Condominium

Land Description
Tract 14, Building 11

Part of the Northwest Quarter and the Southwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 48 minutes 00 seconds East along the south line of said plat and Block D a distance of 402.23 feet; thence North 00 degrees 12 minutes 00 seconds West a distance of 66.00 feet to the Point of Beginning, said point being on the north right-of-way line of Easy Street; thence continuing North 00 degrees 12 minutes 00 seconds West a distance of 112.92 feet; thence South 89 degrees 58 minutes 39 seconds East a distance of 6.78 feet; thence North 00 degrees 12 minutes 00 seconds West a distance of 70.54 feet; thence South 89 degrees 58 minutes 39 seconds East a distance of 85.36 feet; thence South 55 degrees 53 minutes 23 seconds East a distance of 63.59 feet; thence South 00 degrees 12 minutes 00 seconds East a distance of 147.26 feet to the north right-of-way line of said Easy Street; thence South 89 degrees 48 minutes 00 seconds West along said north line a distance of 144.66 feet to the Point of Beginning, containing 0.58 acres, more or less.

Land Description
Tract 15, Building 12

Part of the Northwest Quarter and the Southwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional
Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 48 minutes 00 seconds East along the south line of said plat and Block D a distance of 402.23 feet; thence North 00 degrees 12 minutes 00 seconds West a distance of 66.00 feet to the Point of Beginning, said point being on the north right-of-way line of Easy Street; thence South 89 degrees 48 minutes 00 seconds West along said north right-of-way line a distance of 43.33 feet to the point of curvature of a curve to the right having a radius of 125.00 feet, the radius point of which bears North 00 degrees 12 minutes 00 seconds West; thence westerly, northwesterly and northerly along said curve and right-of-way line an arc distance of 184.91 feet to a point which bears South 84 degrees 33 minutes 22 seconds West from said radius point; thence South 89 degrees 58 minutes 39 seconds East a distance of 167.80 feet; thence South 00 degrees 12 minutes 00 seconds East a distance of 112.92 feet to the Point of Beginning, containing 0.36 acres, more or less.

Land Description
Tract 16, Building 16

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 200300070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minute 21 seconds East 586.71 feet to the northwest corner of said plat; thence along the north line of said plat North 89 degrees 45 minutes 20 seconds East 398.03 feet; thence South 00 degrees 14 minutes 40 seconds East 64.00 feet to the south right-of-way line of Avila Way, and the Point of Beginning; thence along said south right-of-way line North 89 degrees 45 minutes 20 seconds East 137.89 feet; thence South 00 degrees 14 minutes 40 seconds East 148.19 feet; thence South 53 degrees 13 minutes 04 seconds West 55.64 feet; thence South 00 degrees 14 minutes 40 seconds East 6.43 feet; thence North 89 degrees 58 minutes 39 seconds West 93.18 feet; thence North 00 degrees 14 minutes 40 seconds West 187.31 feet to the Point of Beginning, containing 0.57 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plans Tract #14, Building #11; Tract #15, Building #12, and Tract #16, Building #16 of Waterford Gardens Condominium as Certified by project Engineer Follow Next Page
EXHIBIT C

Upon the recording of this Eleventh Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective units is Two and Eighty-Three Thousandths percent (2.083%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.
TWELFTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OWNERSHIP OF WATERFORD GARDENS CONDOMINIUM

THIS TWELFTH SUPPLEMENTAL DECLARATION, made this 12th day of November, 2005, by ALLISONVILLE, LLC, an Indiana limited liability company (the "Declarant"),

Recitals


B. Pursuant to Section 16 of the Declaration and Indiana Code § 32-1-6-12.1 of the Indiana Condominium Law, the Waterford Gardens Condominium is an expandable condominium regime that may, at Declarant’s election, be expanded to include portions of the real estate legally described as Blocks “A”, “B”, “C”, “D” and “E” in Waterford Gardens Condominium, Conditional Final Plat, per plat thereof recorded as Instrument No. 2003-00070602 in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate");
C. Declarant is the sole owner of the fee simple title to that portion of the Real Estate identified as Tract #17, as more particularly described on Exhibit "A," attached hereto and incorporated herein, and Declarant has constructed Building #6 on Tract #17.

D. Declarant desires to expand the Waterford Gardens Condominium and to submit and subject Tract #17, Building #6 to the terms of this Declaration as an additional phase of Waterford Gardens Condominium.

Declaration

1. Certain Definitions. The following terms, as used in this Eleventh Supplemental Declaration shall mean the following:

   "Tract #17 Plans" means the site plan for Tract #17 and Building #6, and the floor plans for Building #6 located on Tract #17 (depicting the layout, elevation, location, unit numbers and dimensions of the condominium units in Building #6);

   All as prepared and certified by Duane A. Sharrer, a licensed professional engineer in the State of Indiana, under date of November, 2005, reduced (not-to-scale) copies of which are attached as Exhibit "B"; which Exhibit "B" supplements and amends Exhibit "C" to the Declaration (which Exhibit "C" to the Declaration may be further supplemented and amended to reflect the further addition of Buildings and Condominium Units as contemplated by Paragraph 16 of the Declaration).

   The Declaration, the Articles and the Bylaws are incorporated herein by this reference and all capitalized terms used herein and not otherwise herein defined shall have the meaning ascribed to such terms in the Declaration, as amended

2. Tract #17 Plans. Pursuant to Indiana Code §32-25-7-1, the Tract #17 Plans were recorded on the _______ day of November, 2005, in the Office of the Recorder of Hamilton County, Indiana as Instrument No. ____________.

3. Expansion of Waterford Gardens Condominium. Declarant hereby expressly declares that Tract #17, and any and all Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon are hereby made a part of and subject to 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 Bylaws and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, and the Waterford Gardens Condominium is hereby expanded to
include Tract #17 and all such Buildings, Condominium Units, Common Areas and Limited Common Areas located thereon as a Tract as defined in the Declaration.

4. Description of Buildings. There is one building located on Tract #17, identified as Building #8, a single structure containing four (4) Condominium Units, as of the date hereof, as shown on the Tract #17 Plans, as described and depicted on the diagrams comprising Exhibit "B," attached hereto and made a part hereof by this reference. The Tract #17 Plans shall be deemed part of the Plans as defined in the Declaration.

5. Identifying Numbers for Condominium Units and Reallocation of Percentage Interest. Each Condominium Unit shall be numbered as specified on the Tract #17 Plans. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit as set forth in Exhibit "F" to the Declaration is hereby modified as set forth in Exhibit "C," attached hereto and made a part hereof.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Articles, the Bylaws 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 of a Condominium Unit, 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 Condominium Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

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

DECLARANT:

ALLISONVILLE, LLC, an Indiana limited liability company

By: Ronald Rubec, his attorney in fact

Ronald R. Rubec, Managing Member

by Scott Rubec, his attorney-in-fact #005-88348
STATE OF INDIANA          )
COUNTY OF HAMILTON       ) SS:

Before me, a Notary Public in and for said county and state, personally appeared Ronald R. Ruback, who being first duly sworn by me upon his oath, stated that he is the Managing Member of Allisenville, LLC, an Indiana limited liability company, that he is duly authorized to execute the foregoing on its behalf, and he acknowledged execution of the foregoing for and on behalf of said company, by Scott Ruback, his attorney-in-fact.

This instrument was prepared by and please return after recordation to:

Eric A. Harvey, Attorney-at-Law.
PETER D. CLEVELAND, P.C.
a professional corporation
6910 N. Shadeland Avenue, Suite 200
Indianapolis, IN 46220

My County of Residence: Marion

NOTARY PUBLIC:

[Signature]

Printed: GIOVIA M. TABAK
EXHIBIT A

Perimeter Legal Description of Tract #17 of Waterford Gardens Condominium

Land Description
Building 6 Waterford Gardens

Part of the Northwest Quarter of Section 2, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of Block D of Waterford Gardens Condominium Conditional Final Plat, per plat thereof recorded as Instrument #2003100070602 in the Office of the Recorder of Hamilton County, Indiana; thence along the west line of said plat and Block D, North 00 degrees 06 minutes 06 seconds East 115.00 feet; thence continuing along said west line North 00 degrees 01 minutes 21 seconds East 586.71 feet to the northwest corner of said plat; thence along the north line of said plat North 89 degrees 45 minutes 20 seconds East 761.50 feet; thence South 00 degrees 14 minutes 40 seconds East 195.50 feet to the Point of Beginning; thence North 89 degrees 52 minutes 30 seconds East 165.71 feet to the west right-of-way line of Red Fox Run; thence South 00 degrees 07 minutes 30 seconds East along said west right-of-way 148.89 feet; thence South 89 degrees 52 minutes 30 seconds West 257.69 feet; thence North 00 degrees 14 minutes 40 seconds West 98.74 feet; thence North 89 degrees 45 minutes 20 seconds East 92.29 feet; thence North 00 degrees 14 minutes 40 seconds West 49.95 feet to the point of beginning, containing 0.78 acres, more or less.
EXHIBIT B

Reduced (Not to Scale) copies of Site Plan and Floor Plan Tract #17, Building #6 of Waterford Gardens Condominium as Certified by project Engineer Follow Next Page
EXHIBIT C

Upon the recording of this Eleventh Supplement to the Declaration, and the associated Site and Floor Plans, the Percentage Interest appertaining to each of the respective units is One and Nine Hundred Twenty-Three Thousandths percent (1.923%). Such Percentage Interest shall be subject to adjustment and alteration upon further expansion of Waterford Gardens Condominium as provided in the Declaration.