

**11255**

**CODE OF BY-LAWS OF**

**QUAIL CREEK CONDOMINIUM CO-OWNERS' ASSOCIATION, INC.**

**A NOT-FOR-PROFIT INDIANA CORPORATION**

**ARTICLE I**

**IDENTIFICATION AND APPLICABILITY**

**SECTION 1.01. IDENTIFICATION AND ADOPTION.** THESE BY-LAWS ARE ADOPTED SIMULTANEOUSLY WITH THE EXECUTION OF A CERTAIN DECLARATION CREATING THE "QUAIL CREEK" HORIZONTAL PROPERTY REGIME AND THESE BY-LAWS ARE HEREBY DECLARED TO BE A PART THEREOF. THE DECLARATION IS INCORPORATED HEREIN BY REFERENCE AND ALL OF THE COVENANTS, RIGHTS, RESTRICTIONS AND LIABILITIES THEREIN CONTAINED SHALL APPLY TO AND GOVERN THE INTERPRETATION OF THESE BY-LAWS. THE DEFINITIONS AND TERMS AS DEFINED AND USED IN THE DECLARATION SHALL HAVE THE SAME MEANING IN THESE BY-LAWS AND REFERENCE IS SPECIFICALLY MADE TO PARAGRAPH 1 OF THE DECLARATION CONTAINING DEFINITIONS OF TERMS. THE PROVISIONS OF THESE BY-LAWS SHALL APPLY TO THE PROPERTY AND THE ADMINISTRATION AND CONDUCT OF THE AFFAIRS OF THE ASSOCIATION.

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

**ARTICLE II**

**MEETINGS OF ASSOCIATION**

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

**SECTION 2.02. ANNUAL MEETINGS.** THE FIRST ANNUAL MEETING OF THE MEMBERS OF THE ASSOCIATION SHOULD BE HELD ON A DATE AND TIME SPECIFIED BY THE INITIAL BOARD (SEE SEC. 3.02). SUBSEQUENT MEETINGS WILL BE HELD ON THE ANNIVERSARY DATE OF THE FIRST ANNUAL MEETING OR ON SUCH OTHER DATE AS SET FORTH BY THE BOARD OF MANAGERS. AT THE ANNUAL MEETING, THE CO-OWNERS

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SHALL ELECT THE BOARD OF MANAGERS OF THE ASSOCIATION IN ACCORD WITH THE PROVISIONS OF THESE BY-LAWS AND TRANSACT SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING.

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

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

**SECTION 2.05. VOTING.**

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

WHICH SHALL CONSTITUTE RELINQUISHMENT OF THIS RIGHT TO ACT AS VOTING REPRESENTATIVE FOR THE UNIT.

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

- C) **VOTING BY CORPORATION OR TRUST:** WHERE A CORPORATION OR TRUST IS AN OWNER OR IS OTHERWISE ENTITLED TO VOTE, THE TRUSTEE MAY CAST THE VOTE ON BEHALF OF THE TRUST AND THE AGENT OR OTHER REPRESENTATIVE OF THE CORPORATION DULY EMPOWERED BY THE BOARD OF DIRECTORS OF SUCH CORPORATION SHALL CAST THE VOTE TO WHICH THE CORPORATION IS ENTITLED.
- D) **MULTIPLE UNIT PROPERTY OWNERS:** AN OWNER OF MORE THAN ONE DWELLING UNIT IS ENTITLED TO ONE VOTE FOR EACH DWELLING UNIT HE OR SHE OWNS.
- E) **PROXY:** AN OWNER MAY VOTE EITHER IN PERSON OR BY HIS DULY AUTHORIZED AND DESIGNATED ATTORNEY-IN-FACT AND/OR PROXY. WHERE VOTING IS BY PROXY, THE OWNER SHALL DULY DESIGNATE HIS ATTORNEY-IN-FACT IN WRITING, DELIVERED TO THE ASSOCIATION PRIOR TO THE COMMENCEMENT OF THE MEETING.
- F) **QUORUM:** A QUORUM FOR ANY MEETING CONSISTS OF A GROUP OF PEOPLE DULY AUTHORIZED TO CAST A MAJORITY (51%) OF THE TOTAL VOTE AS DEFINED IN PARAGRAPH (A) ABOVE.
- G) **CONDUCT OF MEETING:** THE CHAIRMAN OF THE MEETING SHALL BE THE PRESIDENT OF THE ASSOCIATION. THE CHAIRMAN SHALL CALL THE MEETING TO ORDER AT THE DULY DESIGNATED TIME AND BUSINESS WILL BE CONDUCTED IN THE FOLLOWING ORDER:
  - (1) **CALL FOR QUORUM:** THE CHAIRMAN WILL CALL THE ROLL. IF THERE IS A QUORUM THE MEETING WILL PROCEED. IF A QUORUM DOES NOT EXIST THE MEETING SHALL BE ADJOURNED, CONTINUED OR RESCHEDULED.
  - (2) **READING OF MINUTES:** THE SECRETARY SHALL READ THE MINUTES OF THE LAST ANNUAL MEETING AND THE MINUTES OF ANY SPECIAL MEETING HELD SUBSEQUENT THERETO.
  - (3) **TREASURER'S REPORT:** THE TREASURER SHALL REPORT TO THE CO-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.

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

(5) **ELECTION OF BOARD OF MANAGERS:** NOMINATIONS FOR THE BOARD OF MANAGERS MAY BE MADE BY AN OWNER FROM THOSE PERSONS ELIGIBLE TO SERVE. SUCH NOMINATIONS MUST BE IN WRITING AND PRESENTED TO THE SECRETARY AT LEAST TEN (10) DAYS PRIOR TO THE ANNUAL MEETING OR FIRST ELECTION MEETING. VOTING SHALL BE BY PAPER BALLOT. IF THE PRESIDENT CHOOSES HE MAY APPOINT A NOMINATING COMMITTEE TO RECOMMEND A SLATE OF CANDIDATES; HOWEVER, ANY NOMINATION BY AN OWNER OF A QUALIFIED CANDIDATE SHALL BE PLACED UPON THE SLATE. EACH CANDIDATE MUST GIVE HIS OR HER CONSENT TO THE SECRETARY TO ALLOW HIS OR HER NAME TO BE PLACED UPON THE BALLOT PRIOR TO THE ELECTION PROCESS HELD AT THE MEETING. FAILURE TO PROVIDE THE CONSENT PRIOR TO THE ANNOUNCEMENT OF THE MEETING SHALL DISQUALIFY THE CANDIDATE. EACH OWNER SHALL HAVE ONE VOTE FOR EACH BOARD POSITION TO BE FILLED. MULTIPLE UNIT PROPERTY OWNERS AS DEFINED IN SECTION 2.05 (D) ARE ENTITLED TO THE NUMBER OF VOTES FOR EACH BOARD POSITION EQUIVALENT TO THE NUMBER OF DWELLING UNITS HE OR SHE OWNS. A VOTER MUST VOTE FOR ALL POSITIONS, AND IN NO INSTANCE MAY HE VOTE FOR THE SAME PERSON MORE THAN ONCE UNLESS THE VOTER OWNS MORE THAN ONE DWELLING UNIT. THOSE PERSONS RECEIVING THE HIGHEST NUMBER OF VOTES SHALL BE ELECTED. IN THE EVENT OF A TIE VOTE FOR ONE OR MORE OF THE LAST REMAINING POSITIONS SUBSEQUENT BALLOTS SHALL BE CAST UNTIL THE TIE IS BROKEN.

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

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

(8) **ADJOURNMENT:**

### ARTICLE III

#### BOARD OF MANAGERS

**SECTION 3.01.** THE AFFAIRS OF THE ASSOCIATION SHALL BE GOVERNED AND MANAGED BY THE BOARD OF MANAGERS (HEREIN COLLECTIVELY CALLED "BOARD" OR "MANAGERS" AND INDIVIDUALLY CALLED "MANAGER"). THE INITIAL BOARD OF MANAGERS SHALL BE COMPOSED OF FOUR (4) PERSONS. AFTER THE EXPIRATION OF THE TERM OF THE INITIAL BOARD OF MANAGERS, THE CONSTITUENCY OF SUCH BOARD SHALL BE FIVE (5). NO PERSON SHALL BE ELIGIBLE TO SERVE AS A MANAGER UNLESS HE

IS AN OWNER OR IS AN ATTORNEY, AGENT, OR EMPLOYEE OF DECLARANT.

**SECTION 3.02. INITIAL BOARD OF MANAGERS.** THE INITIAL BOARD OF MANAGERS SHALL BE ANDY BRUNNER, PRESIDENT, ED SCHRIER, VICE PRESIDENT, SHIRLEY SCHRIER, SECRETARY, AND NOLA BRUNNER TREASURER. THE INITIAL BOARD SHALL HOLD OFFICE UNTIL SIX MONTHS AFTER THE LAST UNIT HAS BEEN SOLD AND TITLE TRANSFERRED OR JANUARY 1, 2005, WHICHEVER OCCURS FIRST. RESPONSIBILITY FOR CONDUCTING THE BUSINESS OF THE ASSOCIATION SHALL BE TRANSFERRED TO THE ELECTED BOARD OF MANAGERS AT THE FIRST ANNUAL MEETING CALLED BY THE INITIAL BOARD. ANDY BRUNNER, PRESIDENT, ED SCHRIER, VICE PRESIDENT, SHIRLEY SCHRIER, SECRETARY, AND NOLA BRUNNER, TREASURER SHALL BE THE INITIAL BOARD MANAGERS.

**SECTION 3.03. ADDITIONAL QUALIFICATIONS.** WHERE AN OWNER CONSISTS OF MORE THAN ONE PERSON OR IS A PARTNERSHIP, CORPORATION, TRUST OR LEGAL ENTITY, THEN ONE OF THE PERSONS CONSTITUTING THE MULTIPLE OWNER, OR A PARTNER OR AN OFFICER OR TRUSTEE, SHALL BE ELIGIBLE TO SERVE ON THE BOARD OF MANAGERS, EXCEPT THAT NO SINGLE DWELLING UNIT MAY BE REPRESENTED ON THE BOARD OF MANAGERS BY MORE THAN ONE PERSON AT A TIME.

**SECTION 3.04. TERM OF OFFICE AND VACANCY.** THE BOARD OF MANAGERS SHALL BE ELECTED AT EACH ANNUAL MEETING OF THE ASSOCIATION, SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 2.01 ABOVE. AT THE FIRST ANNUAL MEETING FIVE (5) BOARD MEMBERS SHALL BE ELECTED. THE THREE HIGHEST VOTE RECIPIENTS SHALL SERVE FOR TWO (2) YEARS WHILE THE NEXT HIGHEST VOTE RECIPIENTS SHALL SERVICE FOR ONE (1) YEAR. AT SUBSEQUENT ANNUAL MEETINGS, THOSE SEATS WHOSE TERMS HAVE EXPIRED SHALL BE ELECTED FOR A TWO (2) YEAR TERM, THEREBY CREATING STAGGERED TERMS. ANY VACANCY OR VACANCIES OCCURRING IN THE BOARD SHALL BE FILLED BY A VOTE OF A MAJORITY OF THE REMAINING MANAGERS EXCEPT IN THE CASE OF A VACANCY OCCURRING IN ACCORDANCE WITH SECTION 3.05 IN WHICH CASE THE VACANCY SHALL BE FILLED AT A SPECIAL MEETING DULY CALLED IN ACCORDANCE WITH PROCEDURES FOR ELECTION OF A BOARD MEMBER SET FORTH IN SECTION 3.05 BELOW.

**SECTION 3.05. REMOVAL OF MANAGERS.** AFTER THE TENURE OF THE INITIAL BOARD OF MANAGERS, A MANAGER OR MANAGERS MAY BE REMOVED WITH OR WITHOUT CAUSE BY A MAJORITY VOTE OF A QUORUM AT A SPECIAL MEETING OF THE CO-OWNERS DULY CALLED. IN SUCH CASE, SUCCESSOR MANAGERS SHALL BE ELECTED AT THE SAME MEETING FROM ELIGIBLE OWNERS NOMINATED AT THE MEETING. A MANAGER SO ELECTED SHALL SERVE THE UNEXPIRED TERM OF HIS PREDECESSOR.

**SECTION 3.06. DUTIES OF THE BOARD OF MANAGERS.** THE BOARD OF MANAGERS SHALL PROVIDE FOR THE ADMINISTRATION OF THE HORIZONTAL PROPERTY REGIME, THE MAINTENANCE, UPKEEP, AND REPLACEMENT OF THE COMMON AREAS AND LIMITED AREA, AND THE COLLECTION AND DISBURSEMENT OF THE COMMON EXPENSES. THESE DUTIES INCLUDE, BUT ARE NOT LIMITED TO:

(A) MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON AREAS AND LIMITED AREAS INCLUDING DRIVEWAYS, SIDEWALKS AND STOOPS.

(B) REMOVAL OF GARBAGE, WASTE AND SNOW FROM THE COMMON AREAS.

(C) MAINTENANCE AND REPAIR OF THE EXTERIOR OF BUILDINGS. MAINTENANCE OF EXTERIOR DOORS, GARAGE DOORS, AND WINDOWS SHALL BE LIMITED TO OUTSIDE PAINTING AND CAULKING.

(D) ASSESSMENT AND COLLECTION OF EACH OWNER'S PRO-RATA SHARE OF THE COMMON EXPENSES AND EACH OWNER'S ASSESSMENTS.

(E) PREPARATION OF THE PROPOSED ANNUAL BUDGET, A COPY OF WHICH SHALL BE MAILED OR DELIVERED TO EACH OWNER AT THE SAME TIME AS THE MAILING OF THE NOTICE OF THE ANNUAL MEETING.

(F) PREPARATION OF A YEAR END STATEMENT LISTING ALL INCOME AND EXPENSES FOR THE PRIOR YEAR. THIS STATEMENT SHALL BE DELIVERED TO ALL OWNERS PRIOR TO THE ANNUAL MEETING.

(G) MAINTENANCE OF AN UP TO DATE ACCOUNTING OF ALL INCOME AND EXPENDITURES OF THE CO-OWNERS' ASSOCIATION. ALL RECORDS AND VOUCHERS SHALL BE MADE AVAILABLE FOR EXAMINATION BY OWNERS UPON WRITTEN REQUEST TO THE BOARD.

**SECTION 3.07. POWER OF THE BOARD OF MANAGERS.** THE BOARD OF MANAGERS SHALL HAVE SUCH POWERS AS ARE REASONABLE AND NECESSARY TO ACCOMPLISH THE PERFORMANCE OF THEIR DUTIES. THESE POWERS INCLUDE, BUT ARE NOT LIMITED TO, THE POWER:

(A) TO EMPLOY AND TERMINATE AT WILL A MANAGING AGENT OR REAL ESTATE MANAGEMENT COMPANY (EITHER BEING HERINAFTER REFERRED TO AS "MANAGING AGENT") TO ASSIST THE BOARD IN PERFORMING ITS DUTIES.

(B) TO PURCHASE FOR THE BENEFIT OF THE CO-OWNERS SUCH EQUIPMENT, MATERIALS, LABOR, AND SERVICES AS MAY BE NECESSARY IN THE JUDGMENT OF THE BOARD OF MANAGERS.

(C) TO PROCURE FOR THE BENEFIT OF THE OWNERS, FIRE AND EXTENDED COVERAGE INSURANCE COVERING THE BUILDINGS AND THE PROPERTY TO THE FULL INSURABLE VALUE THEREOF AND TO PROCURE PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE AND WORKMEN'S COMPENSATION INSURANCE, IF NECESSARY, FOR THE BENEFIT OF THE OWNERS OF THE ASSOCIATION.

(D) TO EMPLOY LEGAL COUNSEL, ARCHITECTS, CONTRACTORS, ACCOUNTANTS, AND OTHERS AS IN THE JUDGMENT OF THE BOARD OF MANAGERS MAY BE NECESSARY OR DESIRABLE IN CONNECTION WITH THE BUSINESS AND AFFAIRS OF THE CO-OWNERS' ASSOCIATION.

(E) TO INCLUDE THE COSTS OF ALL OF THE ABOVE AND FOREGOING AS COMMON EXPENSES AND TO PAY ALL OF SUCH COSTS.

(F) TO OPEN AND MAINTAIN A BANK ACCOUNT OR ACCOUNTS IN THE NAME OF THE ASSOCIATION.

(G) TO ADOPT, REVISE, AMEND, AND ALTER FROM TIME TO TIME, REASONABLE RULES AND REGULATIONS WITH RESPECT TO USE, OCCUPANCY, OPERATION AND ENJOYMENT OF THE PROPERTY.

**SECTION 3.08. LIMITATION ON BOARD ACTION.** AFTER THE TENURE OF THE INITIAL BOARD OF MANAGERS, THE AUTHORITY OF THE BOARD OF MANAGERS TO ENTER INTO CONTRACTS SHALL BE LIMITED TO CONTRACTS INVOLVING A TOTAL EXPENDITURE OF LESS THAN \$3,000.00 WITHOUT OBTAINING THE PRIOR APPROVAL OF A MAJORITY OF OWNERS, OR THE MAJORITY OF A QUORUM AT A DULY CALLED MEETING OF THE CO-OWNERS EXCEPT IN THE FOLLOWING CASES:

(A) SUPERVISION OF, AND FULL AUTHORITY REGARDING REPLACING OR RESTORING PORTIONS OF THE COMMON AREAS OR LIMITED AREAS DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY WHERE THE COSTS THEREOF IS PAYABLE OUT OF INSURANCE PROCEEDS ACTUALLY RECEIVED; AND

(B) PROPOSED CONTRACTS AND PROPOSED EXPENDITURES EXPRESSLY SET FORTH IN THE PROPOSED ANNUAL BUDGET AS APPROVED BY THE CO-OWNERS AT THE ANNUAL MEETING.

**SECTION 3.09. COMPENSATION.** NO MANAGER SHALL RECEIVE ANY COMPENSATION FOR HIS SERVICES, AS SUCH, EXCEPT TO SUCH EXTENT AS MAY BE EXPRESSLY AUTHORIZED BY A MAJORITY OF THE OWNERS.

**SECTION 3.10. MEETINGS.** REGULAR MEETINGS OF THE BOARD OF MANAGERS MAY BE HELD AT SUCH TIME AND PLACE AS SHALL BE DETERMINED FROM TIME TO TIME BY A MAJORITY OF MANAGERS. THE SECRETARY SHALL GIVE NOTICE OF REGULAR MEETINGS OF THE BOARD TO EACH MANAGER PERSONALLY OR BY UNITED STATES MAIL AT LEAST FIVE (5) DAYS PRIOR TO THE DATE OF SUCH MEETINGS.

SPECIAL MEETINGS OF THE BOARD MAY BE CALLED BY THE PRESIDENT OR ANY TWO BOARD MEMBERS. IT IS THE RESPONSIBILITY OF THE PERSON OR PERSONS CALLING THE SPECIAL MEETING TO NOTIFY ALL BOARD MEMBERS IN WRITING AT LEAST THREE (3) DAYS IN ADVANCE OF THE MEETING. THE NOTICE OF THE MEETING SHALL CONTAIN A STATEMENT OF THE PURPOSE OF THE MEETING. NOTIFICATION MUST BE DELIVERED BY MAIL OR DELIVERED IN PERSON TO THE MANAGER'S RESIDENCE.

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

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

THE LIABILITY OF ANY OWNER ARISING OUT OF ANY ACTION TAKEN BY THE BOARD OR OUT OF THE AFORESAID INDEMNITY IN FAVOR OF THE MANAGERS SHALL BE IN PROPORTION TO THE OWNERS' PERCENTAGE INTEREST OF THE COMMON AREA UNLESS OTHERWISE AGREED BY THE OWNER.

EVERY CONTRACT MADE BY THE BOARD OR THE MANAGING AGENT ON BEHALF OF THE ASSOCIATION SHALL PROVIDE THAT THE BOARD OF MANAGERS AND THE MANAGING AGENT, AS THE CASE MAY BE, IS ACTING AS AGENT FOR THE CO-OWNERS AND SHALL HAVE NO PERSONAL LIABILITY THEREUNDER, EXCEPT IN THEIR CAPACITY AS OWNERS AND THEN ONLY TO THE EXTENT OF THEIR PERCENTAGE INTEREST.

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



**ARTICLE IV**

**OFFICERS**

**SECTION 4.01. OFFICERS OF THE ASSOCIATION.** THE PRINCIPAL OFFICERS OF THE ASSOCIATION SHALL BE THE PRESIDENT, VICE-PRESIDENT, SECRETARY AND TREASURER, ALL OF WHOM SHALL BE ELECTED BY THE BOARD. THE MANAGERS MAY APPOINT AN ASSISTANT TREASURER AND AN ASSISTANT SECRETARY AND SUCH OTHER OFFICERS AS IN THEIR JUDGMENT MAY BE NECESSARY. ANY TWO OR MORE 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.** EXCEPT AS SET FORTH IN SECTION 3.02 ABOVE, THE OFFICERS OF THE ASSOCIATION SHALL BE ELECTED ANNUALLY BY THE BOARD AT THE INITIAL MEETING OF EACH NEW BOARD. UPON RECOMMENDATION OF A MAJORITY OF ALL MEMBERS OF THE BOARD AND UPON AN AFFIRMATIVE VOTE OF A MAJORITY OF ALL OWNERS ANY OFFICER MAY BE REMOVED EITHER WITH OR WITHOUT CAUSE AND HIS SUCCESSOR ELECTED AT ANY REGULAR MEETING OF THE BOARD OR AT ANY SPECIAL MEETING OF THE BOARD CALLED FOR SUCH PURPOSE.

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

**SECTION 4.04. THE VICE-PRESIDENT.** THE VICE-PRESIDENT SHALL BE ELECTED FROM AMONG THE MANAGERS AND SHALL PERFORM ALL DUTIES INCUMBENT UPON THE PRESIDENT DURING THE ABSENCE OR DISABILITY OF THE PRESIDENT. THE VICE-PRESIDENT SHALL ALSO PERFORM SUCH OTHER DUTIES AS THESE BY-LAWS MAY PRESCRIBE OR AS SHALL, FROM TIME TO TIME, BE IMPOSED UPON HIM BY THE BOARD OR BY THE PRESIDENT.

**SECTION 4.05. THE SECRETARY.** THE SECRETARY SHALL BE ELECTED FROM AMONG THE MANAGERS. THE SECRETARY SHALL ATTEND ALL MEETINGS OF THE ASSOCIATION AND OF THE BOARD AND SHALL KEEP OR CAUSE TO BE KEPT A TRUE AND COMPLETE RECORD OF PROCEEDINGS OF SUCH MEETINGS, SHALL PERFORM ALL OTHER DUTIES AS FROM TIME TO TIME MAY BE PRESCRIBED BY THE BOARD. THE SECRETARY SHALL SPECIFICALLY SEE THAT ALL NOTICES OF REGULAR MEETINGS OF THE ASSOCIATION OR THE BOARD ARE DULY GIVEN, MAILED OR DELIVERED, IN ACCORDANCE WITH THE PROVISIONS OF THESE BY-LAWS.

**SECTION 4.06. THE TREASURER.** THE BOARD SHALL ELECT FROM AMONG THE MANAGERS A TREASURER WHO SHALL MAINTAIN A CORRECT AND COMPLETE RECORD OF ACCOUNTS SHOWING ACCURATELY AT ALL TIMES THE FINANCIAL CONDITION OF THE ASSOCIATION AND SUCH OTHER DUTIES INCIDENT TO THE OFFICE OF TREASURER. HE/SHE SHALL BE A LEGAL CUSTODIAN OF ALL MONIES, NOTES, SECURITIES, AND OTHER VALUABLES WHICH MAY FROM TIME TO TIME COME INTO POSSESSION OF THE ASSOCIATION. HE/SHE SHALL IMMEDIATELY DEPOSIT ALL FUNDS OF THE ASSOCIATION COMING INTO HIS/HER HANDS IN SOME RELIABLE BANK OR OTHER DEPOSITORY TO BE DESIGNATED BY THE BOARD AND SHALL KEEP SUCH BANK ACCOUNT IN THE NAME OF THE ASSOCIATION. THE TREASURER SHALL BE BONDED FOR AN AMOUNT TO BE DETERMINED BY THE BOARD.

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

#### ARTICLE V

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

**SECTION 5.02. PROPOSED ANNUAL BUDGET.** ANNUALLY, ON OR BEFORE THE DATE OF THE ANNUAL MEETING OF THE ASSOCIATION, THE BOARD OF MANAGERS SHALL CAUSE TO BE PREPARED A PROPOSED ANNUAL BUDGET FOR THE ENSUING FISCAL YEAR ESTIMATING THE TOTAL AMOUNT OF THE COMMON EXPENSES FOR THE ENSUING YEAR, AND FURNISH A COPY OF THE PROPOSED BUDGET TO EACH OWNER PRIOR TO THE ANNUAL MEETING. THE ANNUAL BUDGET SHALL BE SUBMITTED TO THE CO-OWNERS AT THE MEETING OF THE ASSOCIATION FOR ADOPTION AND IF SO ADOPTED, SHALL BE THE BASIS FOR THE REGULAR ASSESSMENTS (HEREINAFTER DEFINED) FOR THE ENSUING CALENDAR YEAR. AT THE ANNUAL MEETING OF THE CO-OWNERS, THE BUDGET MAY BE APPROVED IN WHOLE OR IN PART, OR MAY BE AMENDED IN WHOLE OR IN PART BY A MAJORITY OF THE VOTE; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE ANNUAL MEETING OF THE CO-OWNERS BE ADJOURNED UNTIL AN ANNUAL BUDGET IS APPROVED AT SUCH MEETING, EITHER THE PROPOSED ANNUAL BUDGET OR THE PROPOSED ANNUAL BUDGET AS AMENDED.

**SECTION 5.03. REGULAR ASSESSMENTS.** THE ADOPTED ANNUAL BUDGET SHALL CONTAIN A STATED ASSESSMENT AGAINST EACH DWELLING UNIT THAT HAS BEEN SOLD AND TITLE CONVEYED. THIS ASSESSMENT WILL BE EQUAL FOR ALL DWELLING UNITS. UPON ADOPTION OF THE FINAL BUDGET EACH CO-OWNER SHALL BE GIVEN WRITTEN

NOTICE OF THIS ASSESSMENT (HEREIN CALLED THE REGULAR ASSESSMENT). THE REGULAR ASSESSMENT MAY BE PAID IN EQUAL QUARTERLY INSTALLMENTS COMMENCING ON THE FIRST DAY OF THE MONTH FOLLOWING ADOPTION. PAYMENT SHALL BE MADE AT A PLACE DESIGNATED BY THE BOARD AND CHECKS SHOULD BE MADE OUT TO THE ORDER OF QUAIL CREEK CO-OWNERS' ASSOCIATION, INC. THE REGULAR ASSESSMENT FOR THE YEAR SHALL BECOME A LIEN ON EACH SEPARATE UNIT, AS OF THE FIRST DAY OF THE MONTH AFTER ADOPTION. AN OWNER'S ASSESSMENT COMMENCES ON THE FIRST OF THE MONTH FOLLOWING CLOSING OF THEIR UNIT OR WHEN POSSESSION IS TAKEN, WHICHEVER FIRST OCCURS. THIS ASSESSMENT MAY BE RAISED NO MORE THAN TEN PERCENT (10%) EACH YEAR OR MAY BE RAISED IN GREATER SEGMENTS THAN TEN PERCENT (10%) PROVIDING THE CUMULATIVE INCREASE AVERAGES NO MORE THAN TEN PERCENT (10%) PER YEAR.

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

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

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

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

BY THE DECLARANT, SHALL BE SUBORDINATE TO ANY RECORDED FIRST MORTGAGE COVERING SUCH BUILDING UNIT OR, AS THE CASE MAY BE, COVERING THAT PART OF THE PROPERTY, IF ANY, OWNED BY DECLARANT.

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

**SECTION 5.05. MAINTENANCE AND REPAIRS.** EVERY OWNER SHALL PROMPTLY PERFORM ALL MAINTENANCE AND REPAIR WITHIN THEIR OWN BUILDING UNIT WHICH, IF NEGLECTED, WOULD ADVERSELY AFFECT THE VALUE OF THE PROPERTY, AND IS THE RESPONSIBILITY OF THE OWNER TO MAKE PERSONALLY. SUCH MAINTENANCE AND REPAIRS INCLUDE, BUT ARE NOT LIMITED TO, ALL WATER LINES SERVING THE CO-OWNER'S UNIT COMMENCING AT THE CO-OWNER'S SIDE OF THE WATER METER, ALL SANITARY SEWER LINES AND VENTS SERVING THE UNIT TERMINATING AT THE BUILDING'S COMMON SEWER LATERAL, ELECTRIC LINES SERVING THE UNIT COMMENCING AT THE METER BASE, GAS LINES COMMENCING AT THE GAS METER, STORM DOORS, STORM WINDOWS, AIR CONDITIONING EQUIPMENT, ALL KITCHEN AND HOUSEHOLD APPLIANCES, EXTERIOR DOORS, WINDOWS AND GARAGE DOORS EXCEPT AS NOTED IN SECTION 3.06 (C), INTERIOR LIGHT FIXTURES, DECKS AND ALL OTHER ACCESSORIES BELONGING TO THE OWNER AND APPURTENANT TO THE BUILDING UNIT INCLUDING ALL MATERIALS USED TO FURTHER ENCLOSE THE COVERED PORCH, IF SUCH CHANGE OCCURS UPON PROPER CONSENT AND APPLICATION.

#### **ARTICLE VI**

#### **RESTRICTIONS ON USE**

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

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

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

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

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

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

(F) NO OWNER MAY PLACE ANY OBJECT IN ANY COMMON AREA OR LIMITED COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE BOARD. THE FOREGOING PROHIBITION SHALL NOT INCLUDE PORCH AND PATIO FURNITURE OR ARTICLES CONFINED TO PATIOS AND PORCHES, NOR AUTOMOBILES CONFINED TO DRIVEWAYS, NOR FLOWERS, PLANTS OR DECORATIVE YARD ARTICLES CONFINED TO DESIGNATED PLANTING AREAS.

(G) NO OWNER MAY PLANT TREES, PLANTS OR FLOWERS IN ANY COMMON AREA OR LIMITED COMMON AREA WITHOUT THE WRITTEN CONSENT OF THE BOARD, EXCEPT THAT FLOWERS MAY BE PLANTED IN DESIGNATED PLANTING AREAS ADJACENT TO THE BUILDINGS AND PATIOS BY THE OWNER AUTHORIZED TO USE THAT AREA, PROVIDED, THAT SAID OWNER MAINTAINS THE AREA WHERE THE PLANTINGS OCCUR.

(H) NO OWNER MAY CARPET UNCOVERED PORCHES OR PATIOS WITH CARPETING WITHOUT THE WRITTEN CONSENT OF THE BOARD.

(I) NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT IN ANY UNIT OR IN THE COMMON AREAS OR LIMITED AREAS, EXCEPT THAT SMALL PET DOGS, CATS OR CUSTOMARY HOUSEHOLD PETS MAY BE KEPT IN A BUILDING UNIT, PROVIDED THAT SUCH PET IS NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE, AND DOES NOT CREATE A NUISANCE. PETS SHALL BE TAKEN OUTDOORS ONLY UNDER LEASH AND AN OWNER SHALL BE FULLY LIABLE FOR ANY DAMAGE TO THE COMMON AREAS OR LIMITED AREAS CAUSED BY HIS PET. THE BOARD MAY ADOPT SUCH OTHER RULES AND REGULATIONS REGARDING PETS AS IT MAY DEEM NECESSARY FROM TIME TO TIME. ANY PET WHICH, IN THE JUDGMENT OF THE BOARD IS CAUSING OR CREATING A NUISANCE OR UNREASONABLE DISTURBANCE OR NOISE, SHALL BE PERMANENTLY REMOVED FROM THE PROPERTY UPON TWO (2) WRITTEN NOTICES FROM THE BOARD TO THE RESPECTIVE OWNER. COUNTY AND TOWN ORDINANCES COVERING PETS SHALL BE ENFORCED IN AN EFFORT TO ENCOURAGE VIOLATORS OF THIS PROVISION TO COMPLY.

(J) NOTHING SHALL BE DONE OR PERMITTED IN ANY BUILDING UNIT WHICH WILL IMPAIR THE STRUCTURAL INTEGRITY OF ANY BUILDING OR WHICH WOULD STRUCTURALLY CHANGE ANY BUILDING, EXCEPT AS OTHERWISE PROVIDED IN THE DECLARATION OR THESE BY-LAWS; NOR SHALL THE PREMISES BE USED IN ANY UNLAWFUL MANNER OR IN ANY MANNER TO CAUSE INJURY TO THE REPUTATION OF THE BUILDING UNIT OR TO BE A NUISANCE, ANNOYANCE, INCONVENIENCE, OR DAMAGE TO OTHER RESIDENTS OF THE BUILDING OR NEIGHBORHOOD, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOISE BY THE USE OF ANY MUSICAL INSTRUMENTS, RADIO, T.V., LOUD SPEAKERS, ELECTRICAL EQUIPMENT, AMPLIFIERS, OR OTHER EQUIPMENT OR MACHINES.

(K) NO CLOTHES, SHEETS, BLANKETS, RUGS, LAUNDRY, OR OTHER THINGS SHALL BE HUNG OUT OR EXPOSED ON ANY PART OF THE COMMON OR LIMITED COMMON AREAS. THE COMMON OR LIMITED COMMON AREAS SHALL BE KEPT FREE OF AND CLEAR OF RUBBISH, DEBRIS, AND OTHER UNSIGHTLY MATERIAL BY THE OWNERS.

(L) NO INDUSTRY, TRADE, OR OTHER COMMERCIAL OR RELIGIOUS ACTIVITY, EDUCATIONAL OR OTHERWISE, DESIGNED FOR PROFIT, ALTRUISM OR OTHERWISE, SHALL BE CONDUCTED, PRACTICED, OR PERMITTED ON THE PROPERTY.

(M) NO "FOR SALE", "FOR RENT", OR "FOR LEASE" SIGNS OR OTHER WINDOW ADVERTISING DISPLAY SHALL BE MAINTAINED OR PERMITTED ON ANY PART OF THE PROPERTY OR ANY UNIT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD, PROVIDED, HOWEVER, THAT THE RIGHT SHALL BE RESERVED BY THE DECLARANT AND THE BOARD TO PLACE OR ALLOW TO BE PLACED "FOR SALE" OR "FOR LEASE" SIGNS ON ANY UNSOLD OR UNOCCUPIED UNITS.

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

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

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

THE INITIAL BOARD MAY GRANT EXCEPTIONS TO THESE RESTRICTIONS ON USES THAT ARE VALID ONLY FOR THE DURATION OF THE INITIAL BOARD'S TERM. THE FIRST ELECTED BOARD SHALL HAVE THE AUTHORITY TO RESCIND ANY EXCEPTION TO THESE RESTRICTIONS THAT THE INITIAL BOARD APPROVED.

**SECTION 6.02. RIGHT OF ENTRY.** AN OWNER OR OCCUPANT OF A BUILDING UNIT SHALL GRANT THE RIGHT OF ENTRY TO THE MANAGING AGENT OR ANY PERSON AUTHORIZED BY THE BOARD IN CASE OF ANY EMERGENCY ORIGINATING IN, OR THREATENING HIS UNIT OR THE BUILDING IN WHICH IT IS LOCATED, WHETHER THE OWNER IS PRESENT AT THE TIME OR NOT. ANY OWNER SHALL PERMIT OTHER PERSONS, OR THEIR REPRESENTATIVES WHEN SO REQUIRED, TO ENTER HIS OR HER BUILDING UNIT

FOR THE PURPOSE OF PERFORMING INSTALLATIONS, ALTERATIONS OR REPAIRS TO THE MECHANICAL OR ELECTRICAL SERVICES, OR TO MAKE STRUCTURAL REPAIRS, PROVIDED THAT REQUESTS FOR ENTRY ARE MADE IN ADVANCE AND THAT SUCH ENTRY IS AT A TIME CONVENIENT TO THE OWNER. IN CASE OF EMERGENCIES, SUCH RIGHT OF ENTRY SHALL BE IMMEDIATE.

SECTION 6.03. RIGHT OF BOARD TO ADOPT RULES AND REGULATIONS. THE BOARD MAY PROMULGATE SUCH ADDITIONAL RULES AND REGULATIONS REGARDING THE OPERATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE USE OF THE COMMON AREAS AND LIMITED AREAS, AS IT MAY DEEM NECESSARY FROM TIME TO TIME AND SUCH RULES AS ARE ADOPTED MAY BE AMENDED BY A VOTE OF A MAJORITY OF THE BOARD, AND THE BOARD SHALL CAUSE COPIES OF SUCH RULES TO BE DELIVERED OR MAILED PROMPTLY TO ALL OWNERS.

ARTICLE VII

AMENDMENT TO BY-LAWS

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

ARTICLE VIII

NOTICE OF UNPAID ASSESSMENTS

SECTION 8.01. NOTICE OF UNPAID ASSESSMENTS. THE ASSOCIATION SHALL, UPON REQUEST OF A MORTGAGEE, A PROPOSED MORTGAGEE OR A PURCHASER WHO HAS A CONTRACTUAL RIGHT TO PURCHASE A UNIT, FURNISH TO MORTGAGEE OR PURCHASER A STATEMENT SETTING FORTH THE AMOUNT OF THE UNPAID REGULAR OR SPECIAL ASSESSMENTS AGAINST THE UNIT, WHICH STATEMENT SHALL BE BINDING UPON THE ASSOCIATION AND THE CO-OWNERS, AND ANY MORTGAGEE OR GRANTEE OF THE UNIT SHALL NOT BE LIABLE FOR NOR SHALL THE UNIT CONVEYED BE SUBJECT TO A LIEN FOR ANY UNPAID ASSESSMENTS IN EXCESS OF THE AMOUNT SET FORTH IN SUCH STATEMENTS.

ARTICLE IV

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





11256

DECLARATION OF

QUAIL CREEK

HORIZONTAL PROPERTY REGIME

THIS DECLARATION, MADE THIS 7<sup>th</sup> DAY OF July, 1995, BY THE "DECLARANT", QUAIL CREEK LAND DEVELOPMENT, INC., AN INDIANA CORPORATION.

**WITNESSETH:**

A. WHEREAS DECLARANT IS THE OWNER IN FREE SIMPLE OF THE FOLLOWING DESCRIBED REAL ESTATE, LOCATED IN HENDRICKS COUNTY, INDIANA, TO-WIT:

SEE EXHIBIT "A"

B. WHEREAS DECLARANT IS THE OWNER IN FREE SIMPLE OF CERTAIN REAL ESTATE WITHIN THE ABOVE DESCRIBED REAL ESTATE DESCRIBED AS PHASE I, QUAIL CREEK HORIZONTAL PROPERTY REGIME, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBIT "B"

C. WHEREAS, DECLARANT, BY EXECUTION OF THIS DECLARATION OR A SUPPLEMENTAL DECLARATION OR DECLARATIONS, CREATES A HORIZONTAL PROPERTY REGIME UPON THE TRACT, SUBJECT TO THE PROVISIONS OF THE HORIZONTAL PROPERTY ACT OF THE STATE OF INDIANA AND THE TERMS AND CONDITIONS OF THIS DECLARATION.

NOW, THEREFORE, DECLARANT HEREBY MAKES THIS DECLARATION AS FOLLOWS:

1. THE FOLLOWING DEFINITIONS SHALL APPLY THROUGHOUT THIS DECLARATION:

- (A) "ACT" MEANS THE HORIZONTAL PROPERTY ACT OF THE STATE OF INDIANA, ACTS 1963, CHAPTER 349, SECTIONS 1 THROUGH 31, AS AMENDED. THE ACT IS INCORPORATED HEREIN BY REFERENCE.
- (B) "ADDITIONAL PHASES" MEANS THE REAL ESTATE REFERRED TO IN PARAGRAPH 16, WHICH MAY IN PART OR IN WHOLE FROM TIME TO TIME BE ANNEXED TO AND INCLUDED WITHIN "THE REGIME" AS PROVIDED IN PARAGRAPH 16, ALL OF WHICH WILL BE A PART OF THE PROPOSED TRACT.
- (C) "ASSOCIATION" MEANS THE INCORPORATED ASSOCIATION OF CO-OWNERS OF "THE REGIME", MORE PARTICULARLY DESCRIBED IN PARAGRAPH 13.

ENTERED FOR RECORD

JUL 13 1995

BOOK 148  
*Jay Bradley* 9:00  
335-55  
HENDRICKS COUNTY RECORDER

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- (D) "BOARD OF MANAGERS" MEANS THE GOVERNING BODY OF THE ASSOCIATION ELECTED BY THE CO-OWNERS IN ACCORDANCE WITH THE BY-LAWS. THE TERM "BOARD OF MANAGERS", AS USED HEREIN AND IN THE BY-LAWS, SHALL BE SYNONYMOUS WITH THE TERM "BOARD OF DIRECTORS" AS USED IN THE ACT.
- (E) "BUILDING", IF AND WHEN USED, SHALL MEAN AND BE THE SAME AS "DWELLING UNIT", OR "DWELLING UNITS" WHERE MORE THAN ONE SUCH UNIT IS CONTAINED IN ONE EDIFICE.
- (F) "BY-LAWS" MEANS THE BY-LAWS OF THE ASSOCIATION PROVIDING FOR THE ADMINISTRATION AND MANAGEMENT OF THE PROPERTY AS REQUIRED BY AND IN CONFORMITY WITH THE PROVISIONS OF THE ACT. A TRUE COPY OF THE BY-LAWS IS ATTACHED TO THIS DECLARATION AND INCORPORATED HEREIN BY REFERENCE.
- (G) "COMMON AREAS" MEANS THE COMMON AREAS AND FACILITIES APPURTENANT TO THE PROPERTY AS DEFINED IN PARAGRAPH 6 OF THIS DECLARATION.
- (H) "COMMON EXPENSES" MEANS EXPENSES OF ADMINISTRATION OF THE ASSOCIATION, EXPENSES FOR THE UPKEEP, MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON AREAS AND LIMITED AREAS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS DECLARATION OR THE BY-LAWS, AND ALL SUMS LAWFULLY ASSESSED AGAINST THE OWNERS BY THE ASSOCIATION OR AS DECLARED BY THE ACT, THIS DECLARATION OR THE BY-LAWS.
- (I) "CO-OWNERS" MEANS THE OWNERS OF ALL THE DWELLING UNITS.
- (J) "DECLARANT" MEANS THE OWNER OF THE REAL ESTATE DESCRIBED AT THE TIME OF THE FILING OF THIS DECLARATION, ITS SUCCESSORS AND ASSIGNS TO ITS INTEREST HEREIN, OTHER THAN THOSE PERSONS WHO PURCHASE DWELLING UNITS BY DEED FROM THE DECLARANT, UNLESS THE CONVEYANCE INDICATES AN INTENT THAT GRANTEE BECOME THE DECLARANT.
- (K) "DWELLING UNIT" MEANS ONE OF THE INDIVIDUAL UNITS CONSTITUTING "THE REGIME", EACH INDIVIDUAL UNIT BEING MORE PARTICULARLY DESCRIBED AND IDENTIFIED ON THE PLANS AND IN PARAGRAPHS 4 AND 5 OF THIS DECLARATION.
- (L) "FORMULA" MEANS THE METHOD SET FORTH IN PARAGRAPH 8 OF THIS DECLARATION FOR COMPUTING THE PERCENTAGE INTEREST APPLICABLE TO EACH DWELLING UNIT.
- (M) "THE REGIME" MEANS THE NAME BY WHICH THE PROPERTY AND HORIZONTAL PROPERTY REGIME SHALL BE KNOWN.

- (N) "LIMITED AREAS" MEANS THE LIMITED COMMON AREAS AND FACILITIES AS DEFINED IN PARAGRAPH 7 OF THIS DECLARATION.
- (O) "OWNER" MEANS A PERSON, FIRM, CORPORATION, PARTNERSHIP, ASSOCIATION, TRUST OR OTHER LEGAL ENTITY OR ANY COMBINATION THEREOF WHO OWNS THE FEE SIMPLE TITLE TO A DWELLING UNIT.
- (P) "PERCENTAGE INTEREST" MEANS THE PERCENTAGE OF UNDIVIDED INTEREST IN THE FEE SIMPLE TITLE TO THE COMMON AREAS AND LIMITED AREAS APPERTAINING TO EACH DWELLING UNIT AS DETERMINED IN ACCORDANCE WITH PARAGRAPHS 8 AND 17 OF THIS DECLARATION.
- (Q) "PERCENTAGE VOTE" MEANS AN OWNER'S PERCENTAGE VOTE AND IS THE RELATIONSHIP OF HIS VOTE TO THE TOTAL ELIGIBLE VOTES EXPRESSED AS A PERCENTAGE AS DETERMINED IN ACCORD WITH PARAGRAPHS 8 AND 17 OF THIS DECLARATION.
- (R) "PHASE" MEANS A PART OF THE TRACT UPON WHICH DWELLING UNITS ARE CONSTRUCTED AND ANNEXED TO "THE REGIME" AS PROVIDED IN PARAGRAPH 16. EACH PARTICULAR PHASE SHALL BE IDENTIFIED BY AN ARABIC NUMERAL DESIGNATION CORRESPONDING TO THE ORDER OF ANNEXATION.
- (S) "PLANS" MEANS A PLAT SHOWING THE LOCATION OF THE BUILDINGS, THE ELEVATIONS, THE DWELLING UNITS WITHIN THE BUILDINGS, ARABIC IDENTIFICATION NUMBERS FOR EACH DWELLING UNIT AND THE OUTSIDE DIMENSIONS FOR EACH BUILDING FOR PHASE ONE, DULY CERTIFIED, ALL OF WHICH IS INCORPORATED HEREIN BY REFERENCE. "PLANS" ALSO SHALL INCLUDE THE SUPPLEMENTAL PLANS WHICH SHALL BE PREPARED, VERIFIED AND FILED WITH EACH SUPPLEMENTAL DECLARATION, DEPICTING THE LOCATION OF THE BUILDINGS, THE DWELLING UNITS WITHIN THE BUILDINGS, ARABIC IDENTIFICATION NUMBERS FOR EACH DWELLING UNIT AND THE OUTSIDE DIMENSIONS FOR BUILDINGS, WHICH ARE CONSTRUCTED ON THE PHASES OF THE TRACT WHEN AND IF ANNEXED TO AND MADE A PART OF "THE REGIME".
- (T) "PROPERTY" MEANS THE TRACT AND APPURTENANT EASEMENTS, THE DWELLING UNITS, THE BUILDINGS, IMPROVEMENTS, AND PROPERTY OF EVERY KIND AND NATURE WHATSOEVER, REAL, PERSONAL AND MIXED, AND ALL REPLACEMENTS THEREOF, NOW OR HEREAFTER LOCATED UPON THE TRACT AND USED IN CONNECTION WITH THE OPERATION, USE AND ENJOYMENT OF "THE REGIME".
- (U) "TRACT" MEANS THE TOTAL REAL ESTATE DESCRIBED IN PARAGRAPH C ABOVE, OF WHICH THE RESPECTIVE SECTIONS WILL BE A PART.

2. **DECLARATION.** DECLARANT HEREBY EXPRESSLY DECLARES THAT THE PROPERTY SHALL BE A HORIZONTAL PROPERTY REGIME IN ACCORDANCE WITH THE PROVISIONS OF THE ACT.

3. **DESCRIPTION OF DWELLING UNITS.** QUAIL CREEK, PHASE ONE, CONSISTS OF \_\_\_\_\_ BUILDINGS NUMBERED BUILDING \_\_\_\_\_, WITH \_\_\_\_\_

THE DWELLING UNITS IN THE ADDITIONAL PHASE OR PHASES, WHEN ANNEXED, SHALL BE IDENTIFIED NUMERICALLY, THE EXACT NUMBER OF DWELLING UNITS TO BE IDENTIFIED AND REFERRED TO IN THE SUPPLEMENTAL DECLARATION AND SUPPLEMENTAL PLANS ANNEXING SUCH PHASE OR PHASES TO "THE REGIME".

4. **IDENTIFICATION OF DWELLING UNIT.** EACH DWELLING UNIT IS ALSO IDENTIFIED BY AN ARABIC NUMBER OF THE PLANS, SAME REFERRING TO THE INDIVIDUAL DWELLING UNIT.

THE LEGAL DESCRIPTION FOR EACH DWELLING UNIT SHALL CONSIST OF THE ARABIC NUMBER DESIGNATION OF THE PARTICULAR DWELLING UNIT ALONG WITH THE ARABIC NUMBER DESIGNATION OF THE BUILDING CONTAINING THE DWELLING UNIT.

5. **FURTHER DESCRIPTION OF DWELLING UNITS.**

A. **BOUNDARIES.** THE DIMENSIONS REQUIRED TO DETERMINE THE BOUNDARIES OF EACH DWELLING UNIT SHALL BE SHOWN ON THE PLANS AND WILL INCLUDE ALL THE SPACE BOUNDED BY THE BOTTOM OF THE CONCRETE GARAGE FLOOR AND COVERED PORCH SLAB, AND THE TOP OF THE FLOOR JOISTS TO THE BOTTOM OF ALL CEILING JOISTS INCLUDING GARAGE AND COVERED PORCH CEILING JOISTS IN A HORIZONTAL PLANE AND THE INSIDE SURFACES OF ALL PERIMETER STUD WALLS EXTENDED TO INCLUDE THE COVERED PORCH IN A VERTICAL PLANE. IN THE EVENT ANY HORIZONTAL OR VERTICAL BOUNDARY LINE AS SHOWN ON THE PLANS DOES NOT COINCIDE WITH THE ACTUAL LOCATION OF THE RESPECTIVE WALL, FLOOR OR CEILING OF THE DWELLING UNIT BECAUSE OF INEXACTNESS OF CONSTRUCTION, SETTLING AFTER CONSTRUCTION, OR FOR ANY OTHER REASONS, THE BOUNDARY LINES OF EACH DWELLING UNIT SHALL BE DEEMED TO BE AND TREATED FOR PURPOSES OF OCCUPANCY, POSSESSION, MAINTENANCE, DECORATION, USE AND ENJOYMENT, AS IN ACCORDANCE WITH THE ACTUAL EXISTING CONSTRUCTION. IN SUCH CASE, PERMANENT EASEMENTS FOR EXCLUSIVE USE SHALL EXIST IN FAVOR OF THE OWNER OF EACH DWELLING UNIT IN AND TO SUCH SPACE LYING OUTSIDE OF THE ACTUAL BOUNDARY LINE OF THE DWELLING UNIT, BUT WITHIN THE APPROPRIATE AREA OF THE DWELLING UNIT.

B. **APPURTENANCES.** EACH DWELLING UNIT SHALL CONSIST OF ALL SPACE WITHIN THE BOUNDARIES THEREOF AND ALL PORTIONS OF THE STRUCTURE THEREOF SITUATION, INCLUDING, BUT NOT LIMITED TO, ALL FIXTURES, FACILITIES, UTILITIES, EQUIPMENT, APPLIANCES, AND STRUCTURAL COMPONENTS DESIGNATED AND INTENDED SOLELY AND EXCLUSIVELY FOR THE ENJOYMENT, USE AND BENEFIT OF THE DWELLING UNIT WHEREIN THEY ARE

LOCATED, OR ATTACHED, BUT EXCLUDING THEREFROM THAT DESIGNED OR INTENDED FOR COMMON USE. ALL FIXTURES, EQUIPMENT AND APPLIANCES INTENDED FOR THE EXCLUSIVE ENJOYMENT, USE AND BENEFIT OF A DWELLING UNIT SHALL CONSTITUTE A PART OF SUCH A DWELLING UNIT, EVEN IF THEY ARE LOCATED PARTLY OR COMPLETELY WITHOUT THE BOUNDARIES OF SAID DWELLING UNIT. THOSE MAY INCLUDE BUT ARE NOT LIMITED TO AIR CONDITIONER CONDENSING UNITS, MATERIALS USED TO FURTHER ENCLOSE THE COVERED PORCH, WINDOWS AND DOORS INCLUDING GARAGE DOORS, ETC. IT ALSO INCLUDES ANY EXTENSION OF THE SLAB UNDER THE COVERED PORCH RESULTING IN AN UNCOVERED PATIO. THE FOREGOING SHALL NOT BE DEEMED A GRANT OF AUTHORITY TO, IN ANY WAY MODIFY OR CHANGE THE BUILDINGS AS HEREAFTER CONSTRUCTED EXCEPT AS AUTHORIZED UNDER THE PROVISIONS OF THE DECLARATION SET FORTH ELSEWHERE HEREBIN.

6. COMMON AREA AND FACILITIES. COMMON AREAS MEAN AND INCLUDE (1) THE TRACT, (2) THE YARDS, PLANTING AREAS, AND DRAINAGE AREAS, (3) CENTRAL ELECTRICITY, GAS, AND SANITARY SEWER MAINS, (4) EXTERIOR LIGHTING FIXTURES AND ELECTRICAL SERVICE, EXCEPT WHERE SEPARATELY METERED TO A PARTICULAR DWELLING UNIT, (5) ALL FACILITIES AND APPURTENANCES LOCATED OUTSIDE OF THE BOUNDARY LINES OF THE DWELLING UNITS, EXCEPT THOSE AREAS AND FACILITIES EXPRESSLY DEFINED AS BEING PART OF THE DWELLING UNIT AS DESCRIBED IN PARAGRAPH 5 (B).

7. LIMITED COMMON AREA AND FACILITIES. LIMITED AREAS AND THOSE DWELLINGS AREAS FOR WHICH THE USE THEREOF IS LIMITED ARE AS FOLLOWS:

(A) FRONT PORCH. THE FRONT PORCH THROUGH WHICH ACCESS TO A DWELLING UNIT IS OBTAINED IS LIMITED TO THE USE OF THE DWELLING UNIT OR DWELLING UNITS SERVED BY SUCH ENTRANCE WAY.

(B) DRIVEWAYS. THE DRIVEWAYS, WALKWAYS, AND SIMILAR AREAS USED FOR ACCESS TO PARTICULAR INDIVIDUAL DWELLING UNITS SERVING SUCH DWELLING UNITS ARE LIMITED TO THE USE OF THE DWELLING UNIT SO SERVED.

8. OWNERSHIP OF COMMON AREAS AND PERCENTAGE INTEREST AND PERCENTAGE VOTE. EACH OWNER SHALL HAVE AN UNDIVIDED INTEREST IN THE COMMON AREAS AND LIMITED AREAS AS TENANTS IN COMMON WITH ALL OTHER OWNERS EQUAL TO HIS DWELLING UNIT'S PERCENTAGE INTEREST. EACH DWELLING UNIT'S PERCENTAGE INTEREST IN THE COMMON AREAS AND LIMITED AREAS SHALL BE DETERMINED IN ACCORD WITH THE FORMULA SET FORTH IN PARAGRAPH 16 OF THIS DECLARATION.

IF THE REGIME CONSISTS ONLY OF PHASE I, EACH DWELLING UNIT'S PERCENTAGE INTEREST SHALL BE THAT AS EACH UNIT BEARS TO ALL UNITS IN THE PHASE. AS PHASES ARE ANNEXED, AS PERMITTED AND CONTEMPLATED BY PARAGRAPH 16 OF THIS DECLARATION, UPON EXECUTION OF THE APPLICABLE SUPPLEMENTAL DECLARATION, THE PERCENTAGE INTEREST OF EACH DWELLING UNIT IN THE PHASE OF PHASES WHICH ARE A PART OF THE REGIME PRIOR TO SUCH ANNEXATION SHALL

AUTOMATICALLY REDUCE IN ACCORD WITH THE FORMULA. THE OWNERS OF DWELLING UNITS IN THE PHASE OR PHASES WHICH ARE A PART OF THE REGIME PRIOR TO SUCH ANNEXATION SHALL BE GRANTED AND RECEIVE A PERCENTAGE INTEREST IN THE COMMON AREA OF SUCH PHASE OF THE ADDITIONAL TRACT BEING ANNEXED, THE PRECISE PERCENTAGE INTEREST TO BE DETERMINED ACCORDING TO THE FORMULA AND DESIGNATED IN THE SUPPLEMENTAL DECLARATION.

EACH OWNER SHALL HAVE AN EQUAL VOTE ON ANY MATTER UPON WHICH THE CO-OWNERS ARE ENTITLED TO VOTE. EACH OWNER IS ENTITLED TO ONE VOTE. A MULTIPLE OWNER, MEANING AN OWNER OF MORE THAN ONE UNIT, IS ENTITLED TO MULTIPLE VOTES, THAT IS, ONE VOTE FOR EACH UNIT OWNED.

THE PERCENTAGE INTEREST APPERTAINING TO EACH DWELLING UNIT AS DETERMINED BY PARAGRAPH 17 ALSO SHALL BE THE PERCENTAGE VOTE ALLOCABLE TO THE OWNER THEREOF IN ALL MATTERS WITH RESPECT TO THE REGIME AND THE ASSOCIATION UPON WHICH TO CO-OWNERS ARE ENTITLED TO VOTE, INCLUDING BUT NOT LIMITED TO, THE ELECTION OF THE BOARD OF MANAGERS.

9. ENCROACHMENTS AND EASEMENTS FOR COMMON AREAS. IF, BY REASON OF THE LOCATION, CONSTRUCTION SETTLING, OR SHIFTING OF A DWELLING UNIT, A COMMON AREA OR LIMITED AREA NOW ENCROACHES OR SHALL HEREAFTER ENCROACH UPON ANY DWELLING UNIT, THEN IN SUCH EVENT AN EASEMENT SHALL BE DEEMED TO EXIST AND RUN TO THE CO-OWNERS AND THE ASSOCIATION FOR THE MAINTENANCE, USE, AND ENJOYMENT OF SUCH COMMON AREA OR LIMITED AREAS.

EACH OWNER SHALL HAVE AN EASEMENT IN COMMON WITH EACH OTHER OWNER TO USE ALL PIPES, WIRES, DUCTS, CABLES, CONDUITS, UTILITY LINES, AND OTHER COMMON FACILITIES.

10. REAL ESTATE TAXES. REAL ESTATE TAXES ARE TO BE SEPARATELY TAXED TO EACH DWELLING UNIT AS PROVIDED IN THE ACT. IN THE EVENT THAT FOR ANY YEAR REAL ESTATE TAXES ARE NOT SEPARATELY ASSESSED AND TAXED TO EACH DWELLING UNIT, BUT ARE ASSESSED AND TAXED ON THE TRACT, OR A PART THEREOF, AS A WHOLE, THEN EACH OWNER SHALL PAY HIS PROPORTIONATE SHARE OF THE REAL ESTATE TAXES. EACH OWNER'S PROPORTIONATE SHARE WILL BE DETERMINED AS FOLLOWS:

(A) WITH RESPECT TO THE REAL ESTATE TAXES ASSESSED AGAINST THE LAND, THE AMOUNT OF SUCH TAXES SHALL BE A SUM EQUAL TO THAT OWNER'S PERCENTAGE INTEREST MULTIPLIED BY THE TOTAL REAL ESTATE TAXES ASSESSED AGAINST THE LAND. DECLARANT WILL PAY FOR THE TAXES ON THE REAL ESTATE UNTIL ANNEXED.

(B) WITH RESPECT TO THE REAL ESTATE TAXES ASSESSED AGAINST THE IMPROVEMENTS, THE RESPECTIVE OWNERS WILL BE FULLY OBLIGATED TO PAY THE AMOUNTS ASSESSED AGAINST SAME.

(C) ALL OTHER TAXES ASSESSED AGAINST THE REAL ESTATE OR IMPROVEMENTS SHALL BE CALCULATED BY THE SAME FORMULA AS SET FORTH IN (A) ABOVE AND PAID FOR ACCORDING TO EACH CO-OWNER'S PERCENTAGE INTEREST.

11. UTILITIES. EACH OWNER SHALL PAY FOR HIS OWN UTILITIES, WHICH ARE SEPARATELY METERED. UTILITIES WHICH ARE NOT SEPARATELY METERED SHALL BE TREATED AS AND BE PAID AS PART OF THE COMMON EXPENSES.

12. EASEMENT FOR UTILITIES AND PUBLIC AND QUASI-PUBLIC VEHICLES. ALL PUBLIC AND QUASI-PUBLIC VEHICLES, INCLUDING, BUT NOT LIMITED TO, POLICE, FIRE, AND OTHER EMERGENCY VEHICLES, TRASH AND GARBAGE COLLECTION, POST OFFICE VEHICLES AND PRIVATELY OWNED DELIVERY VEHICLES, SHALL HAVE THE RIGHT TO ENTER UPON THE STREETS, COMMON AREAS AND LIMITED AREAS OF "THE REGIME" IN PERFORMANCE OF THEIR DUTIES. AN EASEMENT IS ALSO GRANTED FOR ALL AREAS OF "THE REGIME" INCLUDING PRIVATELY OWNED UNITS, TO ALL UTILITIES AND THEIR AGENTS FOR INGRESS, EGRESS, INSTALLATION, REPLACEMENT, REPAIRING, AND MAINTAINING OF SUCH UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWERS, GAS, TELEPHONES AND ELECTRICITY ON THE PROPERTY; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PERMIT THE INSTALLATION OF SEWERS, ELECTRIC LINES, WATER LINES, OR OTHER UTILITIES, EXCEPT AS INITIALLY DESIGNED AND APPROVED BY DECLARANT OR AS THEREAFTER MAY BE APPROVED BY THE BOARD OF MANAGERS. BY VIRTUE OF THIS EASEMENT, THE ELECTRIC AND TELEPHONE UTILITIES ARE EXPRESSLY PERMITTED TO ERECT AND MAINTAIN THE NECESSARY EQUIPMENT ON THE PROPERTY AND TO AFFIX AND MAINTAIN ELECTRIC AND TELEPHONE WIRES, CIRCUITS AND CONDUITS ON, ABOVE, ACROSS AND UNDER THE ROOF AND EXTERIOR WALLS OF THE BUILDINGS.

13. ASSOCIATION OF OWNERS. IN ORDER TO PROVIDE FOR THE MAINTENANCE, REPAIR, REPLACEMENT, ADMINISTRATION AND OPERATION OF THE PROPERTY AND IN COMPLIANCE WITH THE PROVISIONS OF THE ACT, THERE IS HEREBY CREATED AN ASSOCIATION OF THE CO-OWNERS OF THE DWELLING UNITS IN "THE REGIME" TO BE KNOWN AS THE QUAIL CREEK CONDOMINIUMS CO-OWNERS' ASSOCIATION, INC. EACH OWNER SHALL BE A MEMBER OF THE ASSOCIATION, BUT MEMBERSHIP SHALL TERMINATE WHEN SUCH PERSON CEASES TO BE AN OWNER, AND SUCH MEMBERSHIP WILL BE TRANSFERRED TO THE NEW OWNER.

THE ASSOCIATION SHALL ELECT A BOARD OF MANAGERS ANNUALLY IN ACCORDANCE WITH AND AS PRESCRIBED BY THE BY-LAWS. THE CO-OWNERS SHALL BE ENTITLED TO CAST THEIR PERCENTAGE VOTE FOR THE ELECTION OF THE BOARD OF MANAGERS.

THE BOARD OF MANAGERS SHALL BE THE GOVERNING BODY OF THE ASSOCIATION, REPRESENTING ALL OF THE CO-OWNERS IN PROVIDING FOR THE MANAGEMENT, MAINTENANCE, REPAIR, REPLACEMENT AND UPKEEP OF THE PROPERTY.

14. MAINTENANCE, DECORATION, REPAIRS AND REPLACEMENTS. THE CO-OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIRS, DECORATION AND REPLACEMENT OF THE EXTERIOR OF EACH DWELLING UNIT EXCEPT THE GLASS PORTIONS AND DOORS AND GARAGE DOORS. THE BOARD OF MANAGERS RESERVE THE EXCLUSIVE RIGHT TO DETERMINE THE OUTSIDE DECOR OF EACH DWELLING UNIT INCLUDING, BUT NOT LIMITED TO, COLOR AND PAINT, AND ALL DECOR APPURTENANT TO THE AESTHETICS OF EACH UNIT. OWNERS SHALL CONTROL AND RESERVE THE RIGHT OF DECORATION OF HIS OR HER DWELLING UNIT ON THE INSIDE.

EACH OWNER SHALL REPAIR ANY DEFECT OCCURRING IN HIS DWELLING UNIT WHICH, IF NOT REPAIRED, MIGHT ADVERSELY AFFECT ANY DWELLING UNIT, COMMON AREA OR LIMITED AREAS. MAINTENANCE, REPAIRS, REPLACEMENTS AND UPKEEP OF THE COMMON AREAS SHALL BE FURNISHED BY THE ASSOCIATION AS PART OF THE COMMON EXPENSES.

THE BOARD OF MANAGERS SHALL ADOPT SUCH RULES AND REGULATIONS CONCERNING THE MAINTENANCE, REPAIRS, USE AND ENJOYMENT OF THE COMMON AREAS AND LIMITED AREAS AS IT DEEMS APPROPRIATE, INCLUDING THE APPOINTMENT OF COMMITTEES TO OVERSEE SAME.

THE BOARD OF MANAGERS OR THEIR DESIGNATED AGENT SHALL HAVE THE RIGHT AT REASONABLE TIME AND UPON REASONABLE PRIOR NOTICE (EXCEPT IN CASES OF EMERGENCY IN WHICH CASE NO NOTICE SHALL BE REQUIRED), TO ENTER INTO THE COMMON AREAS AND LIMITED AREAS APPURTENANT TO THE DWELLING UNITS TO REPLACE, REPAIR, AND MAINTAIN SAME.

15. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. NO OWNER SHALL MAKE ANY ALTERATIONS OR ADDITIONS TO THE COMMON AREAS OR LIMITED AREAS WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF MANAGERS, NOR SHALL ANY OWNER MAKE ANY ALTERATIONS TO HIS RESPECTIVE DWELLING UNIT OR WITHIN THE BOUNDARIES THEREOF WHICH WOULD ADVERSELY AFFECT THE SAFETY OR STRUCTURAL PORTION OF THE DWELLING UNIT.

16. EXPANSION BY PHASES. DECLARANT ANTICIPATES THAT IT WILL CONSTRUCT ADDITIONAL DWELLING UNITS ON ADDITIONAL PHASES BY EXPANSION WITHIN THE TRACT, ALL OR PART OF WHICH MAY BE EXPANDED IN THE MANNER HEREINAFTER SET FORTH, AND SUBJECT TO THE PROVISIONS OF THE ACT. THE GENERAL PLAN OF DEVELOPMENT SHALL NOT EXCEED 173 UNITS TOTAL. A TIME LIMIT, NOT EXCEEDING TWELVE (12) YEARS, SHALL BE THE LIMIT WHERE ADDITIONAL PHASES MAY BE ADDED.

AT ANY TIME PRIOR TO JANUARY 1, 2005, DECLARANT, AT HIS OPTION, MAY BUT IS NOT OBLIGATED TO CAUSE ALL OR PART OF THE ADDITIONAL PHASE OF PHASES WITHIN THE TRACT TO BE EXPANDED, SUBJECT TO THE FOLLOWING CONDITIONS:

(A) ANOTHER PHASE OR PHASES MAY BE ANNEXED IF THE DWELLING UNITS TO BE CONSTRUCTED IN SUCH PHASE OR PHASES HAVE BEEN COMPLETED TO SUCH AN EXTENT THAT THE UNITS LOCATION MAY BE ACCURATELY SET AND THE SUPPLEMENTAL PLANS TO BE FILED WITH THE SUPPLEMENTAL DECLARATION ARE COMPLETED AND CERTIFIED TO BY THE ENGINEER OR ARCHITECT AS FULLY AND ACCURATELY DEPICTING THE LAYOUT, LOCATION, AND DIMENSIONS OF THE DWELLING UNITS. DECLARANT SHALL RESERVE THE RIGHT TO DETERMINE THE DEVELOPMENTAL STANDARDS OF EACH SECTION.

(B) THE DWELLING UNITS ON ANY PHASE TO BE ANNEXED SHALL BE CONSTRUCTED WITH LABOR AND MATERIAL OF COMPARABLE QUALITY TO THE DWELLING UNITS PREVIOUSLY CONSTRUCTED ALTHOUGH NOT NECESSARILY OF SIMILAR TYPE FLOOR PLAN, DESIGN OR EXTERIOR.



(C) DECLARANT, OR ITS ASSIGNS, SHALL BE THE SOLE OWNER OF THE FREE SIMPLE TITLE TO THE PHASE OR PHASES TO BE ANNEXED.

DECLARANT EXPRESSLY RESERVES THE RIGHT NOT TO ANNEX ANY OR ALL OF THE TRACT IN PHASES AFTER PHASE I. NO OWNER SHALL ACQUIRE ANY RIGHTS WHATSOEVER IN THE TRACT EXCEPT AS TO THOSE PHASES WHICH ARE ANNEXED TO AND MADE A PART OF THE HORIZONTAL PROPERTY REGIME. AFTER EACH PHASE IS ANNEXED, THOSE CO-OWNERS OWNING DWELLING UNITS IN THE PHASE OR PHASES BEING TURNED OVER SHALL THEN INCUR AND PAY ALL COMMON EXPENSES ATTENDANT WITH THAT PHASE OR PHASES ACCORDING TO THE FORMULA AND THEIR RESPECTIVE PERCENTAGE INTEREST. UNITS UNDER CONSTRUCTION, MODELS, AND UNSOLD UNITS AND THE COMMON AREAS ASSOCIATED WITH SUCH UNITS SHALL NOT BE ASSESSED AND SHALL BE MAINTAINED BY THE DECLARANT UNTIL SOLD.

17. **PERCENTAGE INTEREST.** THE OWNER OF EACH DWELLING UNIT SHALL HAVE THE SAME PERCENTAGE INTEREST AND PERCENTIATION VOTE AS ALL OTHER SUCH OWNERS AND THERE SHALL BE NO DIFFERENTIATION BASED UPON THE SIZE OF SUCH DWELLING UNIT. EACH OWNER SHALL BE EQUAL AS TO PERCENTAGE INTEREST AND PERCENTAGE VOTE.

THE PERCENTAGE INTEREST APPURTENANT TO EACH UNIT SHALL BE COMPUTED AND, UPON THE ANNEXATION OF AN ADDITIONAL PHASE OR PHASES, SAME SHALL BE RECOMPUTED DIVIDING AMONG THE THEN-EXISTING DWELLING UNIT OWNERS AN EQUAL SHARE TO THE EXTENT THAT THE TOTAL SHARES AT ALL TIMES EQUAL 100%. THE PERCENTAGE INTEREST AND PERCENTAGE VOTE SHALL BE EXPRESSED AS A FRACTION IF NECESSARY WHEN THE NUMBER OF UNITS IS NOT EVENLY DIVISIBLE INTO 100 SO THAT THE TOTAL INTEREST AND VOTE EQUALS 100% AT ALL TIMES.

AS EACH PHASE IS DEVELOPED, DECLARANT SHALL RECORD A SUPPLEMENTAL DECLARATION ANNEXING AND ADDING SUCH PHASE TO THIS DECLARATION AND MAKING IT A PART OF "THE REGIME". DECLARANT RESERVES THE RIGHT TO ANNEX ADDITIONAL PHASES THEREOF THAT ARE NOT NECESSARILY IN NUMERICAL ORDER SHOWN ON THE PLANS. SUCH SUPPLEMENTAL DECLARATION SHALL CONTAIN THE FOLLOWING:

- (A) A DESCRIPTION OF THE REAL ESTATE TO BE ANNEXED;
- (B) A DESCRIPTION OF THE DWELLING UNITS DESCRIBED IN A MANNER CONSISTENT WITH THIS DECLARATION;
- (C) THE PERCENTAGE INTEREST OF ALL DWELLING UNITS UPON ANNEXATION, COMPUTED IN ACCORDANCE WITH THE FORMULA.

EACH OWNER, BY ACCEPTANCE OF A DEED TO A DWELLING UNIT, ACKNOWLEDGES, CONSENTS, AND AGREES THAT THE FOLLOWING RIGHTS AND CONDITIONS SHALL BE APPLICABLE UPON THE RECORDING OF EACH SUPPLEMENTAL DECLARATION:

- (A) THE PHASE DESCRIBED IN EACH SUPPLEMENTAL DECLARATION SHALL BE GOVERNED IN ALL APPLICABLE RESPECTS BY THE PROVISIONS OF THIS DECLARATION.
- (B) THE PERCENTAGE INTEREST APPLICABLE TO EACH DWELLING UNIT SHALL BE AUTOMATICALLY REALLOCATED IN ACCORDANCE WITH THE SCHEDULE SET FORTH IN SUCH SUPPLEMENTAL DECLARATION, WHICH SHALL BE BASED UPON THE FORMULA. ON RECORDING OF EACH SUPPLEMENTAL DECLARATION, THE AMOUNT BY WHICH THE PERCENTAGE INTEREST OF A DWELLING UNIT IS REDUCED THEREBY SHALL BE DEEMED TO RELEASE AND DIVEST THAT AMOUNT FROM SUCH DWELLING UNIT OWNER AND REVERT TO THE DECLARANT, ITS SUCCESSORS AND ASSIGNS.
- (C) EACH DEED, MORTGAGE, OR OTHER INSTRUMENT AFFECTING A DWELLING UNIT SHALL BE DEEMED GIVEN SUBJECT TO THE LIMITATION THAT THE PERCENTAGE INTEREST APPURTENANT TO EACH DWELLING UNIT SHALL BE, UPON THE RECORDING OF EACH SUPPLEMENTAL DECLARATION, ALTERED IN ACCORDANCE WITH THE SUPPLEMENTAL DECLARATION BASED UPON THE FORMULA.
- (D) THE PERCENTAGE INTEREST IN THE COMMON AREAS AND LIMITED AREAS APPURTENANT TO EACH DWELLING UNIT SHALL BE DEEMED TO INCLUDE ANY ADDITIONAL COMMON AREAS AND LIMITED AREAS ANNEXED HERETO BY A SUPPLEMENTAL DECLARATION, WHICH SUPPLEMENTAL DECLARATION SHALL GRANT AND CONVEY TO THE OWNERS THE APPROPRIATE PERCENTAGE INTEREST, AND EACH DEED, MORTGAGE, OR OTHER INSTRUMENT AFFECTING A DWELLING UNIT SHALL BE DEEMED TO INCLUDE SUCH ADDITIONAL COMMON AREAS AND LIMITED AREAS, AND THE OWNERSHIP OF ANY DWELLING UNIT AND LIEN OF ANY MORTGAGE SHALL AUTOMATICALLY INCLUDE AND ATTACH TO SUCH ADDITIONAL COMMON AREA AND LIMITED AREA UPON RECORDING OF SUCH SUPPLEMENTAL DECLARATION.
- (E) THE RECORDING OF A SUPPLEMENTAL DECLARATION SHALL NOT ALTER THE AMOUNT OF THE LIEN FOR COMMON EXPENSES ASSESSED TO A DWELLING UNIT IN A PHASE ALREADY A PART OF THE REGIME PRIOR TO SUCH RECORDING. THE LIEN FOR THE PRORATA SHARE OF COMMON EXPENSES FOR THE PHASES ANNEXED UPON SUCH RECORDING SHALL BE ASSESSED AND PAID AS PROVIDED IN THE BY-LAWS.
- (F) EACH OWNER AGREES FOR HIMSELF AND ALL THOSE CLAIMING UNDER HIM, INCLUDING MORTGAGEES, THAT THIS DECLARATION AND EACH SUPPLEMENTAL DECLARATION IS AND SHALL BE DEEMED TO BE IN ACCORDANCE WITH THE ACT, AND FOR THE PURPOSE OF THIS DECLARATION AND THE ACT, ANY CHANGES IN PERCENTAGE INTEREST AS SET FORTH IN ANY SUPPLEMENTAL DECLARATION WHICH IS IN ACCORDANCE WITH THE FORMULA EXPRESSED HEREIN, SHALL BE DEEMED TO BE MADE BY AGREEMENT OF ALL OWNERS.

(G) EACH OWNER AGREES TO EXECUTE AND DELIVER SUCH DOCUMENTS AS ARE NECESSARY OR DESIRABLE TO ACCOMPLISH THE ANNEXATION OF THE PHASES IN THE TRACT IN ACCORDANCE WITH THE PROVISIONS AND INTENT OF THIS PARAGRAPH 17.

(H) EACH OWNER, BY ACCEPTANCE OF A DEED TO A DWELLING UNIT, SHALL THEREBY APPOINT DECLARANT OR ITS NOMINEE AS SUCH OWNER'S ATTORNEY-IN-FACT FOR THE PURPOSE OF REALLOCATING FROM TIME TO TIME THE PERCENTAGE INTEREST APPURTENANT TO SUCH OWNER'S DWELLING UNIT IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH 16, AND, TO THE EXTENT REQUIRED BY LAW TO CARRY OUT THE INTENT OF THIS PARAGRAPH 16, ON BEHALF OF SUCH OWNER TO CONSENT TO OR VOTE IN FAVOR OF THE AMENDMENT OF THIS DECLARATION, AS WELL AS TO DO ALL THINGS AS CONTAINED IN SUCH AGREEMENT ALLOWING DECLARANT TO ACT AS ATTORNEY-IN-FACT, WHICH AGREEMENT FOR A POWER OF ATTORNEY AND POWER OF ATTORNEY ARE INCORPORATED HEREIN BY REFERENCE. THE APPOINTMENT OF DECLARANT OR ITS NOMINEE AS SUCH ATTORNEY-IN-FACT AND THE GRANTING OF SUCH SPECIAL POWER TO DECLARANT OR ITS NOMINEE SHALL BE DEEMED TO BE COUPLED WITH AN INTEREST IN THE COMMON AREAS, AND SHALL BE IRREVOCABLE AND BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF SUCH OWNER, BUT SHALL EXPIRE WHEN ALL OF THE ADDITIONAL TRACT HAS BEEN ANNEXED, DECLARANT TURNS THE PROJECT OVER TO THE CO-OWNERS, OR ON JANUARY 1, 2005 OR SIX (6) MONTHS AFTER THE LAST UNIT IS SOLD WHICHEVER FIRST OCCURS.

IN THE EVENT DECLARANT DOES NOT ELECT TO ANNEX ADDITIONAL PHASES WITHIN THE TRACT OR ANY PART THEREOF, AS PERMITTED BY THIS PARAGRAPH 16, DECLARANT SHALL FILE A SUPPLEMENTAL DECLARATION WHICH SHALL PERMANENTLY REMOVE THAT PART OF THE TRACT THAT HAS NOT BEEN ANNEXED FROM ANY RIGHT TO BE MADE A PART OF "THE REGIME"; PROVIDED, HOWEVER, ANY PHASE FOR WHICH A SUPPLEMENTAL DECLARATION HAS NOT BEEN FILED BY JANUARY 1, 2005, SHALL AUTOMATICALLY BE REMOVED FROM THE POSSIBILITY OF BECOMING A PART OF "THE REGIME" IN THE MANNER PROVIDED IN THIS DECLARATION. UPON THE FILING OF SUCH SUPPLEMENTAL DECLARATION REMOVING A PART OF THE ADDITIONAL TRACT FROM THE POSSIBILITY OF BECOMING A PART OF "THE REGIME" IN ACCORDANCE WITH THIS DECLARATION, THE PERCENTAGE INTEREST DESIGNATED IN THE DECLARATION OR SUPPLEMENTAL DECLARATION LAST FILED SHALL NOT BE ALTERED WITHOUT THE CONSENT OF ALL OWNERS.

18. EASEMENTS TO AND FROM ADDITIONAL PHASES. IN THE EVENT ALL OR ANY PART OF THE ADDITIONAL PHASES OF THE TRACT ARE NOT ANNEXED, DECLARANT RESERVES UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS, FOR THE USE AND BENEFIT OF THAT PART OF THE TRACT NOT ANNEXED, THE RIGHT AND EASEMENT TO ENTER UPON THE STREETS AND COMMON AREAS TO PROVIDE INGRESS AND EGRESS TO THE ADDITIONAL PHASES. IT IS THE PURPOSE AND INTENT OF THE EASEMENTS HEREIN GRANTED OR RESERVED TO PROVIDE FREE AND UNRESTRICTED USE AND ACCESS ACROSS THE ROADWAY AND SIDEWALKS FOR THE OWNERS AND RESIDENTS OF THE ADDITIONAL PHASES, THEIR GUESTS, INVITEES, AND ALL PUBLIC AND QUASI-PUBLIC VEHICLES.

THE EASEMENTS GRANTED AND RESERVED IN THIS PARAGRAPH 18 SHALL BE EASEMENTS AND COVENANTS RUNNING WITH THE LAND AND ACCRUING TO THE BENEFIT OF THE ADDITIONAL PHASES.

19. INSURANCE.

(A) THE CO-OWNERS, THROUGH THE ASSOCIATION OF CO-OWNERS, SHALL PROVIDE INSURANCE THAT SHALL:

- 1) PROVIDE THAT NOTWITHSTANDING ANY PROVISION THEREOF GIVING THE INSURER AN ELECTION TO RESTORE DAMAGE IN LIEU OF CASH SETTLEMENT, SUCH OPTION SHALL NOT BE EXERCISABLE IN THE EVENT THE OWNERS DO NOT ELECT TO RESTORE PURSUANT TO PARAGRAPH 20 BELOW, AND,
- 2) CONTAIN A "REPLACEMENT COST ENDORSEMENT". SUCH INSURANCE COVERAGE SHALL BE FOR THE BENEFIT OF EACH OWNER AND THE ASSOCIATION AND, IF APPLICABLE, THE OWNER'S MORTGAGEE. THE PROCEEDS SHALL BE PAYABLE TO THE ASSOCIATION WHO SHALL HOLD SUCH PROCEEDS AS TRUSTEE FOR THE INDIVIDUAL OWNERS AND MORTGAGEES AS THEIR INTERESTS APPEAR. THE PROCEEDS SHALL BE USED OR DISBURSED ONLY IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH 19 AND PARAGRAPH 20 OF THE DECLARATION, AS APPLICABLE, AND ANY SURETY BOND OR BONDS OBTAINED BY THE BOARD COVERING THE OFFICERS OF "THE REGIME" AS PROVIDED IN THE BY-LAWS SHALL SPECIFICALLY INCLUDE PROTECTIONS FOR ANY INSURANCE PROCEEDS SO RECEIVED.

SUCH INSURANCE SHALL INURE TO THE BENEFIT OF EACH INDIVIDUAL OWNER, THE ASSOCIATION, THE BOARD OF MANAGERS, AND ANY MANAGING AGENT OR COMPANY ACTING ON BEHALF OF THE ASSOCIATION, AS THEIR INTEREST MAY APPEAR. THE OWNERS, AS WELL AS THE LESSEES, IF ANY, SHALL BE ABLE TO RECOVER LOSSES INSURED WHERE APPLICABLE.

EACH OWNER SHALL HAVE THE RIGHT TO PURCHASE ADDITIONAL INSURANCE HE MAY DEEM NECESSARY, AND EACH OWNER SHALL BE SOLELY RESPONSIBLE FOR LOSS OR DAMAGE TO THE CONTENTS OF HIS OWN DWELLING UNIT, HOWEVER CAUSED, INCLUDING ALL FLOOR AND WALL COVERINGS, AND FIXTURES AND BETTERMENTS INSTALLED BY THE OWNER, AND HIS PERSONAL PROPERTY STORED ELSEWHERE ON THE PROPERTY. EACH OWNER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE TO COVER ANY SUCH LOSS AND RISK INCLUDING, BUT NOT LIMITED TO, LIVING EXPENSES.

(B) THE CO-OWNERS THROUGH THE ASSOCIATION OF CO-OWNERS SHALL PURCHASE AND PAY FOR AS PART OF THE COMMON EXPENSES, A MASTER CASUALTY POLICY AFFORDING FIRE AND EXTENDED COVERAGE INSURANCE IN AN AMOUNT EQUAL TO THE FULL REPLACEMENT COSTS

OF THE IMPROVEMENTS THAT IN WHOLE, OR IN PART COMPRISE THE COMMON AREAS AND FACILITIES. THE CO-OWNERS THROUGH THE ASSOCIATION OF CO-OWNERS SHALL ALSO PURCHASE AND PAY FOR AS PART OF THE COMMON EXPENSES A MASTER LIABILITY POLICY IN AN AMOUNT REQUIRED BY THE BY-LAWS OR DECLARATION AS REVISED FROM TIME TO TIME BY A DECISION OF THE BOARD OF MANAGERS OF THE ASSOCIATION, WHICH POLICY SHALL COVER THE ASSOCIATION OF CO-OWNERS, THE EXECUTIVE BODY, IF ANY, THE MANAGING AGENT, IF ANY, ALL PERSONS ACTING OR WHO MAY COME TO ACT AS AGENTS OR EMPLOYEES OF ANY OF THE FOREGOING WITH RESPECT TO THE CONDOMINIUM, ALL CONDOMINIUM UNIT OWNERS AND ALL OTHER PERSONS ENTITLED TO OCCUPY ANY UNIT OR OTHER PORTIONS OF THE CONDOMINIUM. SUCH OTHER POLICIES AS MAY BE REQUIRED MAY BE OBTAINED AND PAID FOR AS PART OF THE COMMON EXPENSES AND IN AMOUNTS AS DETERMINED BY THE BOARD OF MANAGERS, BY THE CO-OWNERS THROUGH THE ASSOCIATION, INCLUDING, WITHOUT LIMITATION, WORKMEN'S COMPENSATION INSURANCE, LIABILITY INSURANCE ON MOTOR VEHICLES OWNED BY THE ASSOCIATION, SPECIALIZED POLICIES COVERING LANDS OR IMPROVEMENTS ON WHICH THE ASSOCIATION HAS OR SHARED OWNERSHIP OR OTHER RIGHTS, AND OFFICERS' AND MANAGERS' LIABILITY POLICIES.

- (C) WHEN ANY POLICY OF INSURANCE HAS BEEN OBTAINED BY OR ON BEHALF OF THE ASSOCIATION OF CO-OWNERS, WRITTEN NOTICE OF THE OBTAINMENT THEREOF AND OF ANY SUBSEQUENT CHANGES THEREIN OR TERMINATION THEREOF SHALL BE PROMPTLY FURNISHED TO EACH CO-OWNER OR MORTGAGEE WHOSE INTEREST MAY BE AFFECTED THEREBY BY THE OFFICER REQUIRED TO SEND NOTICES OF MEETINGS OF THE ASSOCIATION OF CO-OWNERS.

20. DISASTER, CASUALTY AND RESTORATION.

- (A) IN CASE OF FIRE OR ANY OTHER CASUALTY OR DISASTER, OTHER THAN COMPLETE DESTRUCTION OF ALL BUILDINGS CONTAINING THE CONDOMINIUM UNITS, THE IMPROVEMENTS SHALL BE RECONSTRUCTED AND THE INSURANCE PROCEEDS APPLIED TO RECONSTRUCT THE IMPROVEMENTS.
- (B) IN THE EVENT OF COMPLETE DESTRUCTION OF ALL OF THE BUILDINGS CONTAINING CONDOMINIUM UNITS, THE BUILDING(S) SHALL NOT BE RECONSTRUCTED, EXCEPT AS OTHERWISE PROVIDED, AND THE INSURANCE PROCEEDS, IF ANY, SHALL BE DIVIDED AMONG THE CO-OWNER(S) PROPORTIONED ACCORDING TO THE FAIR MARKET VALUE OF ALL OTHER CONDOMINIUMS AND THE PROPERTY CONSIDERED AS TO BE REMOVED FROM THE CONDOMINIUM UNDER SECTION 28 OF THE ACT UNLESS BY VOTE OF TWO THIRDS (2/3) OF ALL OF THE CO-OWNERS A DECISION IS MADE TO REBUILD THE BUILDING, IN WHICH CASE THE INSURANCE PROCEEDS SHALL BE APPLIED AND ANY EXCESS OF CONSTRUCTION COSTS OVER INSURANCE PROCEEDS SHALL BE CONTRIBUTED AS PROVIDED HEREIN

IN THE EVENT OF LESS THAN TOTAL DESTRUCTION OF THE BUILDINGS.

- (C) A DETERMINATION OF TOTAL DESTRUCTION OF THE BUILDINGS CONTAINING CONDOMINIUM UNITS SHALL BE DETERMINED BY A VOTE OF TWO THIRDS (2/3) OF ALL CO-OWNERS AT A SPECIAL MEETING OF THE ASSOCIATION OF CO-OWNERS CALLED FOR THAT PURPOSE.
- (D) WHERE THE IMPROVEMENTS ARE NOT INSURED OR WHERE THE INSURANCE PROCEEDS ARE NOT SUFFICIENT TO COVER THE COST OF REPAIR OR RECONSTRUCTION AND THE PROPERTY IS NOT TO BE REMOVED FROM THE HORIZONTAL PROPERTY REGIME, THE CO-OWNERS SHALL CONTRIBUTE THE BALANCE OF ANY SUCH COSTS IN THE PERCENTAGE BY WHICH A CONDOMINIUM UNIT OWNER OWNS AN UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES AS EXPRESSED IN THE DECLARATION. SUCH AMOUNT SHALL BE ASSESSED AS PART OF THE COMMON EXPENSE AND SHALL CONSTITUTE A LIEN FROM THE TIME OF ASSESSMENT AS PROVIDED IN SECTION 24 OF THE ACT.
- (E) IF, PURSUANT TO A, B AND C ABOVE, IT IS NOT DETERMINED BY THE CO-OWNERS TO REBUILD AFTER A CASUALTY OR DISASTER HAS OCCURRED, THEN IN THAT EVENT;
- 1) THE PROPERTY SHALL BE DEEMED TO BE OWNED IN COMMON BY THE CONDOMINIUM UNIT OWNERS;
  - 2) THE UNDIVIDED INTEREST IN THE PROPERTY OWNED IN COMMON WHICH SHALL APPERTAIN TO EACH CONDOMINIUM UNIT OWNER SHALL BE THE PERCENTAGE OF UNDIVIDED INTEREST PREVIOUSLY OWNED BY SUCH OWNER IN THE COMMON AREAS AND FACILITIES;
  - 3) ANY LIENS AFFECTING ANY OF THE CONDOMINIUM UNITS SHALL BE DEEMED TO BE TRANSFERRED IN ACCORDANCE WITH THE EXISTING PRIORITIES TO THE PERCENTAGE OF THE UNDIVIDED INTEREST OF THE CONDOMINIUM UNIT OWNER IN PROPERTY; AND
  - 4) THE PROPERTY SHALL BE SUBJECT TO AN ACTION FOR PARTITION AT THE SUIT OF ANY CONDOMINIUM UNIT OWNER, IN WHICH EVENT THE NET PROCEEDS OF SALE, TOGETHER WITH THE NET PROCEEDS OF THE INSURANCE OF THE PROPERTY, IF ANY, SHALL BE CONSIDERED AS ONE FUND AND SHALL BE DIVIDED AMONG ALL THE CONDOMINIUM UNIT OWNERS IN A PERCENTAGE EQUAL TO THE PERCENTAGE OF UNDIVIDED INTEREST OWNED BY EACH OWNER IN THE PROPERTY, AFTER FIRST PAYING OUT OF THE RESPECTIVE SHARES OF THE CONDOMINIUM UNIT OWNERS, TO THE EXTENT SUFFICIENT FOR THE PURPOSE, ALL LIENS ON THE UNDIVIDED INTEREST IN THE PROPERTY OWNED BY EACH CONDOMINIUM UNIT OWNER.
21. SALE OF DWELLING BY DECLARANT. FOR THE PURPOSE OF MAINTAINING THE RESIDENTIAL CHARACTER OF THE REGIME, AND FOR THE PROTECTION OF THE

CO-OWNERS, DECLARANT SPECIFICALLY RESERVES THE MODE AND METHOD OF THE ORIGINAL SALE OF EACH UNIT UNTIL THE LAST UNIT IN THE REGIME IS SOLD.

22. MEMBERSHIP IN THE CO-OWNERS ASSOCIATION. THE TRACT IS SUBJECT TO THE COVENANTS AND RESTRICTIONS CONTAINED HEREIN. FOR THE PURPOSE OF THIS DECLARATION, UPON THE RECORDING OF THIS DECLARATION AND ANY SUBSEQUENT AMENDMENTS AND SUPPLEMENTAL DECLARATION, ALL THE RIGHTS AND OBLIGATIONS ACCRUING TO A DWELLING UNIT SHALL INCLUDE, BUT NOT BE LIMITED TO, THE OBLIGATION TO PAY THE MONTHLY ASSESSMENTS AS PROVIDED IN SUCH DECLARATION, WHICH MONTHLY ASSESSMENTS ARE A LIEN ON EACH DWELLING UNIT, AND THE NECESSITY AND RIGHT TO BECOME A MEMBER OF THE CO-OWNERS' ASSOCIATION, AND TO HAVE A VOTE FOR EACH DWELLING UNIT OWNED, PURSUANT TO THE FORMULA HERETOFORE SET OUT.

23. COVENANTS AND RESTRICTIONS. THE COVENANTS AND RESTRICTIONS APPLICABLE TO THE USE AND ENJOYMENT OF THE DWELLING UNITS ARE SET FORTH IN THE CODE OF BY-LAWS OF THE CO-OWNERS ASSOCIATION. THESE COVENANTS AND RESTRICTIONS ARE FOR THE MUTUAL BENEFIT AND PROTECTION OF THE PRESENT AND FUTURE OWNERS AND SHALL RUN WITH THE LAND AND INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY THE OWNER, CO-OWNERS OR BY THE ASSOCIATION. PRESENT OR FUTURE OWNERS OR THE ASSOCIATION SHALL BE ENTITLED TO INJUNCTIVE RELIEF AGAINST ANY VIOLATION OF THESE PROVISIONS, BUT THERE SHALL BE NO RIGHT TO REVERSION OR FORFEITURE OF TITLE RESULTING FROM SUCH VIOLATION.

24. AMENDMENT OF DECLARATION. EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION, AMENDMENTS TO THIS DECLARATION SHALL BE PROPOSED AND ADOPTED IN THE FOLLOWING MANNER:

- (A) NOTICE. NOTICE OF THE SUBJECT MATTER OF THE PROPOSED AMENDMENT SHALL BE INCLUDED IN THE NOTICE OF ANY MEETING AT WHICH THE PROPOSED AMENDMENT IS CONSIDERED. THE AMENDMENTS TO DECLARATION DEALING WITH THE ADDITIONAL PHASES AND REASSIGNMENT OF PERCENTAGE INTEREST IN THE RESPECTIVE PHASES, HOWEVER, ARE NOT SUBJECT TO THE CONDITIONS OF THIS SECTION AND MAY BE ADOPTED BY THE BOARD OF MANAGERS WITHOUT NOTICE.

THE RESTRICTIONS AND PROHIBITIONS AGAINST AMENDMENTS ARE FURTHER QUALIFIED BY ANY RIGHT OR GRANT GIVEN TO THE DECLARANT BY VIRTUE OF THE AGREEMENT OF POWER OF ATTORNEY AND POWER OF ATTORNEY EXECUTED BY THE RESPECTIVE OWNERS IN FAVOR OF THE DECLARANT OR ITS ASSIGNS, WHICH AGREEMENT AND POWER OF ATTORNEY ARE AGAIN INCORPORATED HEREIN BY REFERENCE.

- (B) RESOLUTION. A RESOLUTION TO ADOPT A PROPOSED AMENDMENT MAY BE PROPOSED BY THE BOARD OF MANAGERS OR THE OWNERS OF AT LEAST A MAJORITY OF THE PERCENTAGE VOTE.
- (C) MEETING. THE RESOLUTION CONCERNING A PROPOSED AMENDMENT MUST BE ADOPTED BY THE DESIGNATED VOTE AT A MEETING DULY HELD IN ACCORDANCE WITH THE PROVISIONS OF THE BY-LAWS.

- (D) ADOPTION. ANY PROPOSED AMENDMENT TO THIS DECLARATION MUST BE APPROVED BY A VOTE OF NOT LESS THAN A MAJORITY OF THE PERCENTAGE VOTE.
- (E) AMENDMENTS. NO AMENDMENT TO THIS DECLARATION SHALL BE ADOPTED WHICH CHANGES:
- 1) THE PERCENTAGE INTEREST WITH RESPECT TO ANY DWELLING UNIT OR THE APPLICABLE SHARE OF AN OWNER'S LIABILITY FOR THE COMMON EXPENSE WITHOUT THE APPROVAL OF ALL OF THE CO-OWNERS, EXCEPT AS OTHERWISE PROVIDED RELATING TO ANNEXATION;
  - 2) THE PROVISIONS OF PARAGRAPH 16 OF THIS DECLARATION EXCEPT BY DECLARANT IN THE MANNER PROVIDED THEREIN;
  - 3) THE PROVISIONS OF PARAGRAPH 18 OF THIS DECLARATION WITHOUT THE CONSENT OF THE DECLARANT.
- (F) RECORDING. EACH AMENDMENT TO THE DECLARATION SHALL BE EXECUTED BY THE PRESIDENT AND SECRETARY OF THE ASSOCIATION AND SHALL BE RECORDED IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA, AND SUCH AMENDMENT SHALL NOT BECOME EFFECTIVE UNTIL SO RECORDED.

**25. ACCEPTANCE AND RATIFICATION.** ALL PRESENT AND FUTURE OWNERS, MORTGAGEES, TENANTS, AND OCCUPANTS OF THE DWELLING UNITS SHALL BE SUBJECT TO AND SHALL COMPLY WITH THE PROVISIONS OF THIS DECLARATION, THE ACT, THE BY-LAWS APPENDED HERETO, AND THE RULES AND REGULATIONS AS ADOPTED BY THE BOARD OF MANAGERS AS EACH MAY BE AMENDED FROM TIME TO TIME. THE ACCEPTANCE OF A DEED OF CONVEYANCE OR THE ACT OF OCCUPANCY OF ANY DWELLING UNIT SHALL CONSTITUTE AN AGREEMENT THAT THE PROVISIONS OF THIS DECLARATION, THE SUPPLEMENTAL DECLARATIONS, THE ACT, THE BY-LAWS AND ANY RULES AND REGULATIONS ADOPTED PURSUANT THERETO, AS EACH MAY BE AMENDED FROM TIME TO TIME, ARE ACCEPTED AND RATIFIED BY SUCH OWNER, TENANT OR OCCUPANT, AND ALL SUCH PROVISIONS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BIND ANY PERSON HAVING AT ANY TIME ANY INTEREST OR ESTATE IN A DWELLING UNIT OF THE PROPERTY AS THOUGH SUCH PROVISION WERE RECITED AND STIPULATED AT LENGTH IN EACH AND EVERY DEED, CONVEYANCE, MORTGAGE OR LEASE THEREOF. EACH OWNER AGREES TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS, IF ANY, AS MAY BE NECESSARY OR DESIRABLE TO COMPLY WITH THE ACT AS IT MAY BE AMENDED FROM TIME TO TIME. ALL PERSON, CORPORATION, PARTNERSHIPS, TRUSTS, ASSOCIATIONS, OR OTHER LEGAL ENTITIES WHO MAY OCCUPY, USE, ENJOY OR CONTROL A DWELLING UNIT OR DWELLING UNITS OR ANY PART OF THE PROPERTY IN ANY MANNER SHALL BE SUBJECT TO THE DECLARATION, THE ACT, THE BY-LAWS, AND THE RULES AND REGULATIONS APPLICABLE THERETO AS EACH MAY BE AMENDED FROM TIME TO TIME.

**26. RIGHTS OF MORTGAGE PURCHASER.** IN THE EVENT FEDERAL HOME LOAN MORTGAGE CORP., OR OTHER PURCHASER OF A MORTGAGE OF ANY PROPERTY IN THIS



REGIME SHOULD REQUEST OR REQUIRE IT. THE DECLARANT OR BOARD OF MANAGERS MAY FULLY SATISFY ANY NEEDED REQUIREMENTS TO MAKE THE REGIME AND THE MORTGAGE FHLMC ELIGIBLE AND THE RIGHT TO ACT FOR AND ON BEHALF OF SUCH CO-OWNERS WITH REGARD TO SAME IS HEREBY CONFERRED, AMONG OTHER THINGS IN THE AGREEMENT FOR POWER OF ATTORNEY AND POWER OF ATTORNEY EXECUTED HEREWITH BY EACH CO-OWNER.

27. NEGLIGENCE. EACH OWNER SHALL BE LIABLE FOR THE EXPENSE OF ANY MAINTENANCE, REPAIR, OR REPLACEMENT RENDERED NECESSARY BY HIS NEGLIGENCE OR BY THAT OF ANY MEMBER OF HIS FAMILY OR HIS OR THEIR GUESTS, EMPLOYEES, AGENTS, OR LESSEES, TO THE EXTENT THAT SUCH EXPENSE IS NOT COVERED BY THE PROCEEDS OF INSURANCE CARRIED BY THE ASSOCIATION. AN OWNER SHALL PAY THE AMOUNT OF ANY INCREASE IN INSURANCE PREMIUMS OCCASIONED BY HIS USE, MISUSE, OCCUPANCY, OR ABANDONMENT OF HIS DWELLING UNIT OR ITS APPURTENANCES OR OF THE COMMON AREAS OF LIMITED AREAS.

28. RESERVATION OF RIGHTS. DECLARANT RESERVES THE RIGHT TO AMEND THIS DECLARATION WITHOUT CONSENT OF THE RESPECTIVE OWNERS UNTIL SIX (6) MONTHS AFTER THE LAST DWELLING UNIT IS SOLD, THE PROJECT IS TURNED OVER TO THE CO-OWNERS ASSOCIATION, OR JANUARY 1, 2005, WHICHEVER FIRST OCCURS. IN THE EVENT THERE IS AN ANNEXATION OR ANNEXATIONS OF AN ADDITIONAL PHASE OR PHASES, THE SAME RULE WILL APPLY TO AMENDMENTS AND SUPPLEMENTS TO THIS DECLARATION AS PERTAINS TO EACH INDIVIDUAL PHASE. DECLARANT ALSO RESERVES THE RIGHT TO DETERMINE THE MODE AND METHOD OF SALE OF THE DWELLING UNITS UNTIL THE LAST SUCH UNIT IN EACH RESPECTIVE PHASE IS SOLD.

29. COSTS AND ATTORNEYS' FEES. IN A PROCEEDING ARISING BECAUSE OF FAILURE OF AN OWNER TO MAKE ANY PAYMENTS REQUIRED OR TO COMPLY WITH ANY PROVISION OF THE DECLARATION, THE ACT, THE BY-LAWS, OR THE RULES AND REGULATIONS ADOPTED PURSUANT THERETO AS EACH MAY BE AMENDED FROM TIME TO TIME, THE ASSOCIATION SHALL BE ENTITLED TO RECOVER ITS REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH SUCH DEFAULT OR FAILURE.

30. WAIVER. NO OWNER MAY EXEMPT HIMSELF FROM LIABILITY FOR HIS CONTRIBUTION TOWARD THE COMMON EXPENSES BY WAIVER OF THE USE OR ENJOYMENT OF ANY OF THE COMMON AREAS OR LIMITED AREAS OR BY ABANDONMENT OF HIS DWELLING UNIT. NOR DOES THE ASSOCIATION WAIVE THE RIGHT TO PLACE A LIEN ON THE DWELLING UNIT AND FORECLOSE SAME BY FAILING TO DO SO WHEN PAYMENT IS NOT TIMELY MADE OF THE COMMON EXPENSES BY THE OWNER WHEN DUE.

31. SEVERABILITY CLAUSE. THE INVALIDITY OF ANY COVENANT, RESTRICTION, CONDITION, LIMITATION, OR OTHER PROVISION OF THIS DECLARATION OR THE BY-LAWS FILED HEREWITH SHALL NOT IMPAIR OR AFFECT IN ANY MANNER THE VALIDITY, ENFORCEABILITY, OR AFFECT THE REST OF THIS DECLARATION OR THE ATTACHED BY-LAWS.

32. PLANS. THE PLANS, AS DESCRIBED IN PARAGRAPH 1 (S) OF THIS DECLARATION, ARE INCORPORATED INTO THIS DECLARATION BY REFERENCE, AND HAVE BEEN FILED IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA,

IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ AS OF \_\_\_\_\_, 1995, AND AMENDED PLANS AS MAY, FROM TIME TO TIME, BE SO FILED PURSUANT TO THIS DECLARATION, ARE ALSO INCORPORATED INTO THIS DECLARATION.

33. **DRAINAGE & SEWER EASEMENTS.** DECLARANT HEREBY RESERVES THE OPEN AREAS OF THE TRACT AS AN UNDEFINED DRAINAGE AND SEWER EASEMENT (D. & S. EASEMENT). IN DOING SO, IT IS THE INTENTION OF DECLARANT TO PROVIDE THE NEEDED FLEXIBILITY TO ITSELF TO PROPERLY INSTALL AND ALLOW TO BE MAINTAINED ALL SEWER AND DRAINAGE SERVICES, TO THE DWELLING UNITS CONSTRUCTED. THE D. & S. EASEMENT SHALL INCLUDE ALL COMMON AREAS. NO OTHER IMPROVEMENTS OR PERMANENT STRUCTURES (EXCLUDING WALKWAYS, PAVEMENT OR DRIVEWAYS AND FENCES) SHALL BE PLACED WITHIN THE D. & S. EASEMENTS AND ANY FENCES SO INSTALLED SHALL BE AND ARE EXPRESSLY SUBJECT TO THE RIGHTS (INCLUDING THE RIGHT TO REMOVE WHERE REASONABLY NECESSARY WITHOUT DUTY OF REPLACEMENT OR REIMBURSEMENT) OF ANY PUBLIC OR PRIVATE UTILITY TO CONSTRUCT, MAINTAIN, REPAIR OR REMOVE ANY NECESSARY FACILITIES AND THE RIGHT OF DECLARANT (WHILE HE DEVELOPS THE TRACT) AND THE ASSOCIATION TO PROVIDE FOR AND MAINTAIN APPROPRIATE DRAINAGE.

34. **ADDITIONAL EASEMENT RIGHTS.** DECLARANT FURTHER RESERVES UNTO ITSELF AN EASEMENT AND THE FULL RIGHT, TITLE AND AUTHORITY TO RELOCATE, ALTER OR OTHERWISE CHANGE THE LOCATION OF ANY DRAINAGE, UTILITY, AND SEWER EASEMENT AND TO GRANT SUCH FURTHER EASEMENTS, LICENSES AND RIGHTS-OF-WAY, TEMPORARY OR PERMANENT, EXCLUSIVE OR NON-EXCLUSIVE, SURFACE OR OTHERWISE, AS DECLARANT MAY DEEM NECESSARY OR APPROPRIATE, FOR INGRESS, EGRESS, UTILITY AND SIMILAR PURPOSES ON OR WITHIN THE TRACT OR ANY PORTION OF THE TRACT. DECLARANT FURTHER RESERVES THE RIGHT TO MORE SPECIFICALLY DESCRIBE OR THE CHANGE THE DESCRIPTION OF ANY SUCH DRAINAGE, UTILITY AND SEWER EASEMENT, OR OTHER EASEMENT, LICENSE OR RIGHT-OF-WAY BY WRITTEN INSTRUMENT, AMENDED PLAT OR AMENDMENT TO THE PLAT RECORDED IN THE OFFICE OF THE RECORDER OF HENDRICKS COUNTY, INDIANA AND ANY OWNER OF ANY DWELLING UNIT SHALL TAKE TITLE SUBJECT TO THE RIGHTS AND EASEMENTS RESERVED HEREIN; PROVIDED, HOWEVER, THE RIGHTS RESERVED IN THIS SECTION SHALL NOT BE EXERCISED IN A MANNER WHICH UNREASONABLY AND ADVERSELY AFFECTS ANY BUILDING OR PORTION THEREOF OR ANY DWELLING UNIT OWNER'S USE OF ENJOYMENT THEREOF OR WHICH UNREASONABLY RESTRICTS THE RIGHTS OF INGRESS AND EGRESS TO ANY DWELLING UNIT. THE RIGHTS AND EASEMENTS RESERVED BY DECLARANT IN THIS SECTION SHALL RUN WITH THE LAND AND DECLARANT'S RIGHT TO FURTHER ALTER OR GRANT EASEMENTS SHALL AUTOMATICALLY TERMINATE ONE (1) YEAR AFTER DECLARANT SHALL HAVE CONVEYED THE LAST DWELLING UNIT WITHIN THE PROPERTY OR ON JANUARY 1, 2005, WHICHEVER FIRST OCCURS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS CAUSED THIS DECLARATION TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

QUAIL CREEK LAND DEVELOPMENT, INC.

BY:   
ED SCHRIER, VICE PRESIDENT

BY:   
ANDREW G. BRUNNER, PRESIDENT

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS)

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE,  
PERSONALLY APPEARED ANDY BRUNNER, PRESIDENT OF QUAIL CREEK LAND  
DEVELOPMENT, INC., WHO ACKNOWLEDGED THE EXECUTION OF THE ABOVE AND  
FOREGOING DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP.

WITNESS MY HAND AND NOTARIAL SEAL THIS 7<sup>th</sup> DAY OF July, 1  
1995.

MY COMMISSION EXPIRES:

April 6, 1997

Karen L. Deckard  
NOTARY PUBLIC

PRINTED NAME: Karen L. Deckard

COUNTY OF RESIDENCE: Marion

EXHIBIT "A"

BOOK 148 PAGE 351

## LEGAL DESCRIPTION

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East and a part of the Northwest quarter of Section 32, Township 17 North, Range 1 West located in Middle Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the Northeast quarter of Section 31, Township 17 North, Range 1 East; thence South 89 degrees 56 minutes 30 seconds West (assumed bearing), 775.00 feet along the South line of said Northeast quarter to a 5/8" rebar w/cap and the POINT OF BEGINNING of this description; thence South 89 degrees 56 minutes 30 seconds West, 254.66 feet along said South line to a 5/8" rebar w/cap; thence North 00 degrees 42 minutes 19 seconds West, 1652.17 feet to a 5/8" rebar w/cap; thence North 28 degrees 53 minutes 12 seconds West, 66.24 feet to a 5/8" rebar w/cap; thence North 06 degrees 16 minutes 25 seconds West, 759.56 feet to a 5/8" rebar w/cap; thence North 85 degrees 34 minutes 33 seconds East, 518.55 feet to a 5/8" rebar w/cap; thence South 06 degrees 16 minutes 25 seconds East, 690.24 feet; thence North 79 degrees 14 minutes 25 seconds East, 654.07 feet to a 5/8" rebar w/cap; thence South 90 degrees 00 minutes 00 seconds East, 105.00 feet to a 5/8" rebar w/cap; thence South 33 degrees 32 minutes 57 seconds East, 338.37 feet to a 5/8" rebar w/cap; thence South 23 degrees 40 minutes 47 seconds West, 390.91 feet to a 5/8" rebar w/cap; thence South 58 degrees 08 minutes 03 seconds West, 217.83 feet to a 5/8" rebar w/cap; thence South 78 degrees 48 minutes 45 seconds West, 811.47 feet to a 5/8" rebar w/cap; thence South 00 degrees 03 minutes 30 seconds East, 1028.35 feet to the POINT OF BEGINNING. Containing 36.94 acres, more or less, and being subject to all legal highways, rights-of-way and easements of record.

## EXHIBIT "B"

LEGAL DESCRIPTION  
SECTION 1 - PHASE 1

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East of the Second Principal Meridian in Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike at the Southeast corner of said Northeast quarter section; thence South 89 degrees 56 minutes 30 seconds West (assumed bearing), along the South line of said quarter section, 775.00 feet to the POINT OF BEGINNING of this description; thence prolong South 89 degrees 56 minutes 30 seconds West, along said South line, 272.50 feet; thence North 00 degrees 03 minutes 30 seconds West, 30.00 feet to the North right-of-way of County Road 760 North; thence North 89 degrees 56 minutes 30 seconds East, along said right-of-way, 101.00 feet; thence North 44 degrees 56 minutes 30 seconds East, 14.14 feet; thence North 00 degrees 03 minutes 30 seconds West, 345.03 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, a chord of 18.78 feet and a delta of 07 degrees 10 minutes 37 seconds; thence along said curve a distance of 21.92 feet to the point of tangency of said curve; thence North 07 degrees 07 minutes 07 seconds East, along the back tangent of the aforesaid curve a distance of 113.26 feet to the point of curvature of a curve to the left having a radius of 125.00 feet, a chord of 15.65 feet and a delta of 07 degrees 10 minutes 37 seconds; thence along said curve a distance of 15.65 feet to the point of tangency of said curve; thence North 00 degrees 03 minutes 30 seconds West, along the back tangent of the aforesaid curve, a distance of 301.26 feet; thence North 81 degrees 33 minutes 43 seconds East, 50.54 feet; thence South 00 degrees 03 minutes 30 seconds East, 308.82 feet; thence North 89 degrees 56 minutes 30 seconds East, 95.00 feet; thence South 00 degrees 03 minutes 30 seconds East, 140.44 feet; thence North 89 degrees 56 minutes 30 seconds East, 8.00 feet; thence South 00 degrees 03 minutes 30 seconds East, 135.04 feet; thence South 11 degrees 28 minutes 43 seconds West, 20.81 feet; thence South 89 degrees 56 minutes 30 seconds West, 113.34 feet; thence South 00 degrees 03 minutes 30 seconds East, 199.00 feet; thence South 45 degrees 03 minutes 30 seconds East, 14.14 feet to the North right-of-way of County Road 750 North; thence North 89 degrees 56 minutes 30 seconds East, along said right-of-way, 101.50 feet; thence South 00 degrees 03 minutes 30 seconds East, 30.00 feet to the POINT OF BEGINNING of this description. Containing 1.87 acres, more or less, and being subject to all legal highways, rights-of-way and easements of record.

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 1st day of December, 1998, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section II, Phase II.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section II, Phase II is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section I, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section II, Phase II, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section II, Phase II into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section II, Phase II and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold,

conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and Regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section II, Phase II, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section II, Phase II.

A. Quail Creek Estates, Section II, Phase II consists of five (5) buildings, with one unit included in the buildings numbered Unit 1, 25, 27, 29 and 34, together with the common area as designated on the plat. The common area and the size of the units are designated on the plat.

3. Percentage of interest. The owner of the dwelling units in Quail Creek Estates, Section II, Phase II, including the owners of Section II, Phase I, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .8 %.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section II, Phase II has been recorded in the office of the Recorder of Hendricks County, Indiana on the 11th day of July, 1998 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier  
Harold E. Schrier, President

9800033140  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 12-04-1998 At 08:01 am.  
DECLARATION 18.00  
Vol. 92 Pg. 1390 - 1393

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State,  
this 1st day of December, 1998.

My Commission Expires:  
6/20/2001

*Tammy J. Fleece*  
Signature of Notary Public

County of Residence:  
Hendricks

Tammy J. Fleece  
Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

(L:\lee\bjf\declaration\quail.cr2)



LEGAL DESCRIPTION

Units 1, 25, 27, 29 and 34 in Quail Creek Estates, Section II, Phase II, Hendricks County, Indiana as per plat thereof recorded August 31, 1998 in Plat Cabinet 1, Slide 93 pages 2A and 2B in the office of the Recorder of Hendricks County, Indiana.

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 19TH day of AUGUST, 1999, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

199900024780  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 08-23-1999 At 09:40 am.  
DECLARATION 18.00  
OR Book 137 Page 1685 - 1688

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section 2, Phase IV.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section 2, Phase IV is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section 2, Phase IV, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section 2, Phase IV into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section 2, Phase IV and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and

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Regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section 2, Phase IV, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section 2, Phase IV.

A. Quail Creek Estates, Section 2, Phase IV consists of 1 building, with 2 units included in the buildings numbered Units 43 and 44, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owner of the dwelling unit in Quail Creek Estates, Section 2, Phase IV, including the owners of Section 1, Phases I through VIII and Section 2, Phase I, II and III, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

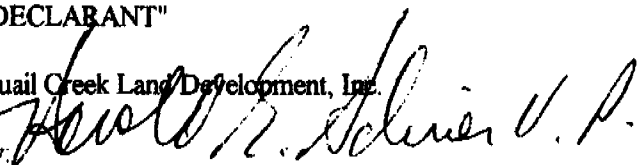
5. Supplemental Plat. The plat of Quail Creek Estates, Section 2, Phase IV has been recorded in the office of the Recorder of Hendricks County, Indiana on the 15th day of July, 1999 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by:

  
Harold E. Schrier, Vice-President

FIDELITY NATIONAL TITLE

3

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
19TH day of AUGUST, 1999.

My Commission Expires:

*Lynda Lee Fulp*  
\_\_\_\_\_  
Signature of Notary Public

County of Residence:



\_\_\_\_\_  
Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122,  
(317-745-4300).

(L:\ee\bjf\declaration\quail.cr2)

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A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Beginning at the northeast corner of Unit 30, Quail Creek Estates, Section II, Phase IV, Horizontal Property Regime; thence north 09 degrees 10 minutes 40 seconds west 50.00 feet; thence north 80 degrees 49 minutes 20 seconds east, 179.69 feet; thence south 09 degrees 10 minutes 40 seconds east 237.76 feet; thence south 78 degrees 48 minutes 45 seconds west, 105.00 feet; thence north 09 degrees 10 minutes 40 seconds west 191.44 feet; thence south 80 degrees 49 minutes 20 seconds west, 74.75 feet to the point of beginning, containing 0.66 acres, more or less and subject to all covenants, easements and restrictions of record.

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 1<sup>st</sup> day of September 1999, by Quail Creek Land Development, Inc., an Indiana Corporation and The Robert E. McCann Revocable Trust, dated June 7, 1999 and The Kay F. McCann Revocable Trust, dated December 1, 1997, ("Declarants"),

WITNESSETH:

WHEREAS, the following facts are true:

199900026210  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 09-03-1999 At 02:14 pm.  
DECLARATION 18.00  
OR Book 140 Page 449 - 452

A. Declarants are the sole owners of the fee simple title to the following described real estate located in Hendricks County, Indiana, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section 2, Phase III.

B. On the 7th day of July, 1995, the Declarants executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section 2, Phase III is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section 2, Phase III, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section 2, Phase III into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarants makes this Supplemental Declaration as follows:

1. Declaration. Declarants and Owners do hereby declare that Quail Creek Estates, Section 2, Phase III and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in

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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 Rules and Regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section 2, Phase III, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section 2, Phase III.

A. Quail Creek Estates, Section 2, Phase III consists of 2 buildings, with 3 units included in the buildings numbered Units 30, 37 and 38, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owner of the dwelling unit in Quail Creek Estates, Section 2, Phase III, including the owners of Section 1, Phases I through VIII and Section 2, Phase I and II, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008 %.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section 2, Phase III has been recorded in the office of the Recorder of Hendricks County, Indiana on the 4th day of January, 1999 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier, V.P.  
Harold E. Schrier, Vice-President

Robert E. McCann  
Robert E. McCann, Trustee of the Robert E. McCann Revocable Trust, dated June 7, 1999

Kay F. McCann  
Kay F. McCann, Trustee of the Kay F. McCann Revocable Trust, dated December 1, 1997

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
1st day of September, 1999.

My Commission Expires:  
May 30, 2008

Kimberly S. Seals  
Signature of Notary Public



County of Residence:  
Hendricks

Kimberly S. Seals  
Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).



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A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

**Unit 30:**

Commencing at a ¼ inch bolt spike marking the southeast corner of said northeast quarter; thence south 89 degrees 56 minutes 30 seconds west, 1047.50 feet (assumed bearing) along the south line of said northeast quarter; thence north 00 degrees 03 minutes 30 seconds west, 417.00 feet; thence north 10 degrees 29 minutes 16 seconds east, 95.62 feet; thence north 00 degrees 03 minutes 30 seconds west, 308.93 feet; thence north 81 degrees 33 minutes 43 seconds east, 277.59 feet; thence north 00 degrees 03 minutes 30 seconds west, 171.82 feet; thence north 78 degrees 48 minutes 45 seconds east, 166.65 feet to the point of beginning of this description; thence north 09 degrees 11 minutes 15 seconds west, 246.80 feet; thence north 80 degrees 49 minutes 20 seconds east, 77.87 feet; thence south 09 degrees 11 minutes 15 seconds east, 244.07 feet; thence south 78 degrees 48 minutes 45 seconds west 77.92 feet to the point of beginning of this description, containing 0.44 acres, more or less and subject to all covenants, easements and restrictions of record.

**Units 37 & 38:**

Commencing at a ¼ inch bolt spike marking the southeast corner of said northeast quarter; thence south 89 degrees 56 minutes 30 seconds west, 1047.50 feet (assumed bearing) along the south line of said northeast quarter; thence north 00 degrees 03 minutes 30 seconds west, 417.00 feet; thence north 10 degrees 29 minutes 16 seconds east, 95.62 feet; thence north 00 degrees 03 minutes 30 seconds west, 308.93 feet; thence north 81 degrees 33 minutes 43 seconds east, 277.59 feet; thence north 00 degrees 03 minutes 30 seconds west, 171.82 feet; thence north 78 degrees 48 minutes 45 seconds east, 166.65 feet; thence north 09 degrees 11 minutes 15 seconds west, 246.80 feet; thence south 80 degrees 49 minutes 20 seconds west 24.43 feet to the point of beginning of this description; thence south 80 degrees 49 minutes 20 seconds west, 116.33 feet; thence north 00 degrees 03 minutes 30 seconds west, 174.66 feet; thence north 80 degrees 49 minutes 20 seconds east 116.33 feet; thence south 00 degrees 03 minutes 30 seconds east 174.66 feet to the point of beginning of this description, containing 0.46 acres, more or less.

**EXHIBIT "A"**

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 9th day of September, 1999, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

199900026873  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 09-13-1999 At 01:29 pm.  
DECLARATION 16.00  
OR Book 141 Page 755 - 758

WHEREAS, the following facts are true:

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

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

hereinafter referred to as Quail Creek Estates, Section 2, Phase V.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section 2, Phase V is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section 2, Phase V, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section 2, Phase V into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section 2, Phase V and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such

originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and Regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section 2, Phase V, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section 2, Phase V.

A. Quail Creek Estates, Section 2, Phase V consists of 1 building, with 1 units included in the building numbered Unit 31, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owner of the dwelling unit in Quail Creek Estates, Section 2, Phase V, including the owners of Section 1, Phases I through VIII and Section 2, Phase I, II, III and IV, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section 2, Phase V has been recorded in the office of the Recorder of Hendricks County, Indiana on the 24th day of August, 1999 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by:   
Harold E. Schrier, President

*Vcc,*

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

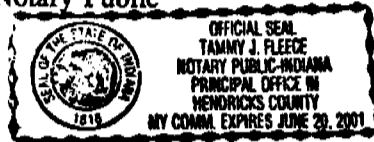
Subscribed and sworn to before me, a Notary Public, in and for said County and State,  
this 9th day of September, 1999.

My Commission Expires:

Tammy J. Fleece  
Signature of Notary Public

County of Residence:

Printed Name of Notary Public



This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

FIDELITY NATIONAL TITLE

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A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Beginning at the northeast corner of Unit 30, Quail Creek Estates, Section III, Phase IV, Horizontal Property Regime; thence south 09 degrees 11 minutes 15 seconds east, 194.07 feet; thence north 78 degrees 48 minutes 45 seconds east, 74.78 feet; thence north 09 degrees 10 minutes 40 seconds west 191.44 feet; thence south 80 degrees 49 minutes 20 seconds west, 74.75 feet to the point of beginning, containing 0.33 acres, more or less.

EXHIBIT "A"

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 27th day of October, 1999, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section 2, Phase VI.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section 2, Phase VI is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declaration, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section 2, Phase VI, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section 2, Phase VI into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section 2, Phase VI and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and

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regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section 2, Phase VI, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section 2, Phase VI:

A. Quail Creek Estates, Section 2, Phase VI consists of 3 buildings, with 4 units included in the building numbered Units 39, 40, 51 and 57, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section 2, Phase VI, including the owners of Section 1, Phases I through VIII and Section 2, Phase I, II, III, IV and V, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section 2, Phase VI has been recorded in the office of the Recorder of Hendricks County, Indiana on the 27th day of October, 1999 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier, President  
Harold E. Schrier, President

199900031477  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 10-29-1999 At 01:38 pm.  
DECLARATION 18.00  
OR Book 148 Page 1451 - 1454

STATE OF INDIANA )  
COUNTY OF HENDRICKS )

)SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
27th day of October, 1999.

My Commission Expires:

Brenda J. Fleece  
Signature of Notary Public

County of Residence:



Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Darville, IN 46122, (317-745-4300).



A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Beginning at the southeast corner of Unit 37 and 38, Quail Creek Estates, Section II, Phase VI, Horizontal Property Regime; thence north 00 degrees 03 minutes 30 seconds west, 174.68 feet; thence north 80 degrees 49 minutes 20 seconds east, 83.56 feet; thence south 09 degrees 10 minutes 40 seconds east, 172.47 feet; thence south 80 degrees 49 minute 20 seconds west, 111.25 feet to the point of beginning, containing 0.39 acres, more or less, being subject to all legal highways, rights of way and easements of record.

ALSO: Commencing at the southeast corner of Unit 37 and 38, Quail Creek Estates, Section II, Phase VI, Horizontal Property Regime; thence north 80 degrees 49 minutes 20 second east 281.99 feet to the point of beginning of this description; thence continue north 80 degrees 49 minutes 20 seconds east, 357.06 feet to a point on a curve to the left having a radius of 30.00 feet, a delta angle of 80 degrees 40 minutes 43 seconds and a chord bearing north 35 degrees 04 minutes 37 seconds east, 38.84 feet; thence along the arc of said curve 42.24 feet to a point on a curve to the right having a radius of 50.00 feet, a delta angle of 226 degrees 02 minutes 40 seconds and a chord bearing south 82 degrees 33 minutes 14 seconds east, 92.04 feet; thence along the arc of said curve 197.26 feet to a point on a curve to the right having a radius of 155.00 feet, a delta angle 32 degrees 48 minutes 15 seconds and a chord bearing south 49 degrees 07 minutes 11 seconds west 87.53 feet; thence along the arc of said curve 88.73 feet; thence south 15 degrees 12 minutes 00 seconds east, 161.24 feet; thence south 58 degrees 08 minutes 02 seconds west, 51.92 feet; thence south 78 degrees 48 minutes 46 seconds west, 47.54 feet; thence north 09 degrees 10 minutes 40 seconds west, 176.55 feet; thence south 80 degrees 49 minutes 20 seconds west, 77.70 feet; thence south 09 degrees 10 minutes 40 second east, 179.28 feet; thence south 78 degrees 48 minutes 46 seconds west 82.05 feet; thence north 09 degrees 10 minutes 40 seconds west, 182.15 feet; thence south 80 degrees 49 minutes 20 seconds west, 159.70 feet; thence north 09 degrees 10 minutes 40 seconds west, 50.00 feet to the point of beginning, containing 1.20 acres, more or less, being subject to all legal highways, rights of way and easements of record.

EXHIBIT "A"

SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME

This Supplemental Declaration, made this 15<sup>th</sup> day of June, 2000, by Quail  
Creek Land Development, Inc., an Indiana Corporation ("Declarant")

WITNESSETH:

WHEREAS, the following facts are true:

200000013726  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 06-20-2000 At 10:28 am.  
DECLARATION 19.00  
OR Book 181 Page 8 - 12

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section 1, Phase IX.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek  
Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of  
Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355.  
Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws  
of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of  
Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are  
incorporated herein by reference and all the terms and definitions as described therein are hereby  
adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section I, Phase IX is part of the tract described in paragraph A in  
paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract  
may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the  
owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in  
accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the  
Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek  
Estates, Section 1, Phase IX, to the tract of Quail Creek Estates Horizontal Property Regime had been  
met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek  
Estates, Section 1, Phase IX into the Declaration and as annexed to Quail Creek Estates Horizontal  
Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section I,  
Phase IX and other appurtenant easements, buildings, dwelling units, improvements and property of  
every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail  
Creek Horizontal Regime and made part of the Declaration as if such originally had been included in  
the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the  
covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and

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regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section I, Phase IX, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section I, Phase IX:

A. Quail Creek Estates, Section I, Phase IX consists of 2 buildings, with 2 units included in the building numbered Units 21 and 23, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section 1, Phase IX, including the owners of Section 1, Phases I through VIII and Section 2, Phase I, II, III, IV V and VI, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

Supplemental Plat. The plat of Quail Creek Estates, Section I, Phase IX has been recorded in the office of the Recorder of Hendricks County, Indiana on the 2ND day of FEBRUARY, ~~1999~~ 2000 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier  
Harold E. Schrier, President

7

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

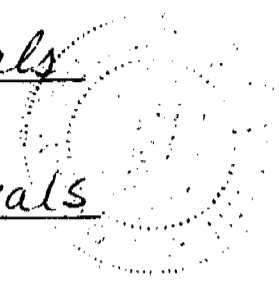
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
15<sup>th</sup> day of June, 2000.

My Commission Expires:  
May 30, 2008

Kimberly S. Seals  
Signature of Notary Public

Kimberly S. Seals  
Printed Name of Notary Public

County of Residence:  
Hendricks



**ACCEPTANCE AND RATIFICATION**

The Undersigned, being all owners in Quail Creek Estates, Section 1, Phase IX, other than Declarant, does hereby accept the foregoing Supplemental Declaration and does hereby ratify such Supplemental Declaration.

John E. Oliver

John E. Oliver

Eunice Oliver

Eunice Oliver

Henry Nichols

Henry Nichols

Clara Mae Nichols

Clara Mae Nichols

FIDELITY NATIONAL TITLE

4

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

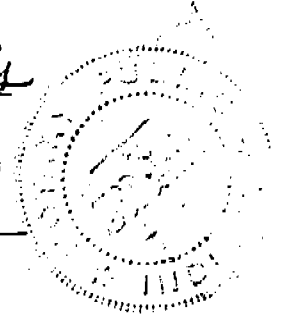
Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
15th day of JUNE, 2000.

My Commission Expires:

May 20, 2008

Kimberly S. Seals  
Signature of Notary Public

Kimberly S. Seals  
Printed Name of Notary Public



County of Residence:

Hendricks

This instrument  
was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

(L:\ee\l\fd\declaration\qmail.c9)

5

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Commencing at a 3/4 inch bolt spike marking the southeast corner of said northeast quarter, thence south 89 degrees 56 minutes 30 seconds west along the south line of said quarter section, 1047.50 feet; thence north 00 degrees 03 minutes 30 seconds west, 417.00 feet; thence north 10 degrees 29 minutes 16 seconds east, 95.62 feet; thence north 00 degrees 03 minutes 30 seconds west, 23.88 feet to the point of beginning of this description; thence north 00 degrees 03 minutes 30 seconds west, 90.56 feet; thence north 89 degrees 56 minutes 30 seconds east, 110.00 feet; thence south 00 degrees 03 minutes 30 seconds east, 90.56 feet; thence south 89 degrees 56 minutes 30 seconds west, 110.00 feet to the point of beginning. Containing 0.23 acres, more or less and subject to all legal highways, rights of way and easements of record.

ALSO:

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Commencing at a 3/4 inch bolt spike marking the southeast corner of said northeast quarter, thence south 89 degrees 56 minutes 30 seconds west along the south line of said quarter section, 1047.50 feet; thence north 00 degrees 03 minutes 30 seconds west, 417.00 feet; thence north 10 degrees 29 minutes 16 seconds east, 95.62 feet; thence north 00 degrees 03 minutes 30 seconds west, 184.44 feet to the point of beginning of this description; thence north 00 degrees 03 minutes 30 seconds west, 73.75 feet; thence north 89 degrees 56 minutes 30 seconds east, 110.00 feet; thence south 00 degrees 03 minutes 30 seconds east, 73.75 feet; thence south 89 degrees 56 minutes 30 seconds west, 110.00 feet to the point of beginning, containing 0.18 acre, more or less and subject to all legal highways, rights of way and easements of record.

Said plat consists of two (2) units Numbered 21 and 23 in Quail Creek Estates, Section One, Phase IX.

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 26th day of JUNE, 2000, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section II, Phase VII.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section II, Phase VII is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section II, Phase VII, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section II, Phase VII into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section II, Phase VII and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and

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regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section II, Phase VII, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section II, Phase VII:

A. Quail Creek Estates, Section II, Phase VII consists of 1 building, with 1 unit included in the building numbered Unit 36, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section II, Phase VII, including the owners of Section I, Phases I through IX and Section II, Phases I, II, III, IV, V and VI, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section II, Phase VII has been recorded in the office of the Recorder of Hendricks County, Indiana on the 10th day of May, 2000 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by:   
Harold E. Schrier, President

200000014540  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 06-28-2000 At 02:43 pm.  
DECLARATION 16.00  
OR Book 182 Page 809 - 812



STATE OF INDIANA )  
COUNTY OF HENDRICKS )

)SS:

26<sup>th</sup> Subscribed and sworn to before me, a Notary Public, in and for said County and State, this day of JUNE, 2000.

My Commission Expires:

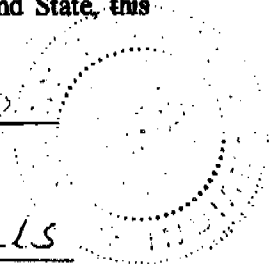
May 30, 2008

County of Residence:

Hendricks

Kimberly S. Seals  
Signature of Notary Public

Kimberly S. Seals  
Printed Name of Notary Public



This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

(L:\ee\bj\declaration\psail.cr7)

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A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Beginning at the northwest corner of Unit 37 and 38, Quail Creek Estates, Section II, Phase III, Horizontal Property Regime; thence south 00 degrees 03 minutes 30 seconds east, 97.91 feet; thence south 89 degrees 56 minutes 30 seconds west, 100.00 feet; thence north 00 degrees 03 minutes 30 seconds west, 81.85 feet; thence north 80 degrees 49 minutes 20 seconds east, 101.28 feet to the point of beginning, containing 0.21 acres, more or less and subject to all covenants, easements and restrictions of record.

Said plat consists of one unit, Numbered 36 in Quail Creek Estates, Section II, Phase VII.

EXHIBIT "A"

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**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 25th day of September, 2000, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section II, Phase VIII.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section II, Phase VIII is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section I, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section II, Phase VIII, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section II, Phase VIII into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section II, Phase VIII and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and

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regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section II, Phase VIII, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section II, Phase VIII:

A. Quail Creek Estates, Section II, Phase VIII consists of 2 buildings, with 3 units included in the buildings, numbered Units 26, 41 and 42, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section II, Phase VIII, including the owners of Section 1, Phases I through IX and Section II, Phases I, II, III, IV, V, VI and VII, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section II, Phase VIII has been recorded in the office of the Recorder of Hendricks County, Indiana on the 25 day of September 2000 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier, V.P.  
Harold E. Schrier, President

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
25th day of September, 2000.

My Commission Expires:

*Tammy J. Fleece*  
Signature of Notary Public

County of Residence:



Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122,  
(317-745-4300).

(L:\notary\declaration\qmail.c8)

200000022635  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 10-02-2000 At 02:26 pm.  
DECLARATION 16.00  
OR Book 196 Page 657 - 660

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows: Beginning at the southwest corner of Unit Numbered 27 in Quail Creek Estates, Section Two, Phase Three, as per plat thereof recorded in Plat Cabinet 1, Slide 93 pages 2A and B in the office of the Recorder of Hendricks County, Indiana; thence north 89 degrees 59 minutes 43 seconds east, 106.55 feet; thence south 09 degrees 10 minutes 12 seconds east 113.01 feet; thence south 78 degrees 48 minutes 45 seconds west, 9.99 feet; thence south 0 degrees 03 minutes 30 seconds east, 171.82 feet; thence south 81 degrees 33 minutes 43 seconds west, 115.86; thence north 00 degrees 03 minutes 30 seconds west, 135.47 feet to the point of beginning, containing 0.42 acres, more or less.

ALSO: Beginning at the southeast corner of units numbered 39 and 40 in Quail Creek Estates, Section Two, Phase Six, as per plat thereof recorded in Plat Cabinet 2, Slide 173, pages 1A and B in the office of the Recorder of Hendricks County, Indiana, thence north 09 degrees 10 minutes 40 seconds west, 172.47 feet; thence north 80 degrees 49 minutes 20 seconds east 105.00 feet; thence south 09 degrees 10 minutes 40 seconds east 172.47 feet; thence south 80 degrees 49 minutes 20 seconds west, 105.00 feet to the point of beginning, containing 0.78 acres, more or less.

Said plat consists of three units, Numbered 26, 41 and 42 in Quail Creek Estates, Section II, Phase VIII.

EXHIBIT "A"

UNIT 26 TO 42

200000029033  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 12-13-2000 At 01:45 pm.  
DECLARATION 15.00  
OR Book 208 Page 179 - 182

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 5th day of December 2000, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section II, Phase IX. *113 2170 p. 1A, B*

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section II, Phase IX is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section II, Phase IX, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek

Estates, Section II, Phase IX into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section II, Phase IX and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section II, Phase IX, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section II, Phase IX:

A. Quail Creek Estates, Section II, Phase IX consists of 1 building, with 1 unit included in the building numbered Unit 59, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section II, Phase VI, including the owners of Section 1, Phases I through IX and Section II, Phases I through VIII, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

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5. Supplemental Plat. The plat of Quail Creek Estates, Section II, Phase IX has been recorded in the office of the Recorder of Hendricks County, Indiana on the 29th day of November, 2000 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier V.P.  
Harold E. Schrier, President

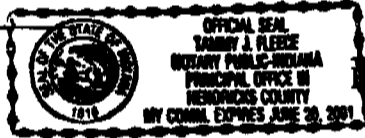
STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 8th day of December, 2000.

My Commission Expires:

Tamm A. Fleese  
Signature of Notary Public

County of Residence:



Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, located in Hendricks County, Indiana, being more particularly described as follows: Commencing at the northwest corner of Lot Numbered 57 in Quail Creek Estates, Section 2, Phase 6, as per plat thereof recorded as Instrument Number 19990031476 in the office of the Recorder of Hendricks County, Indiana; thence following a curve to the left on an arc 47.29 feet and having a radius 154.97 feet, and being subtended by a chord bearing north 56 degrees 47 minutes 14 seconds east 47.11 feet to the point of beginning of this description; thence continuing along said arc left 36.05 feet and begin subtended by a chord bearing north 41 degrees 23 minutes 47 seconds east, 35.97 feet; thence south 55 degrees 16 minutes 05 seconds east 161.39 feet; thence south 23 degrees 40 minutes 47 seconds west 31.50 feet; thence south 58 degrees 08 minutes 02 seconds west, 66.00 feet; thence north 34 degrees 17 minutes 06 seconds west 155.72 feet to the point of beginning. Containing 0.24 acres, more or less. Subject to all legal highways, rights of way, covenants, restrictions and easements of record.

EXHIBIT 'A'

200100032811  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
11-01-2001 02:27 pm.  
SUPP COVENA 15.00  
OR Book 287 Page 1625 - 1628

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 1st day of November, 2001, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section Two, Phase XI.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Two, Phase XI is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section Two, Phase XI, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail

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Creek Estates, Section Two, Phase XI into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section Two, Phase XI and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section Two, Phase XI, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section Two, Phase XI:

A. Quail Creek Estates, Section Two, Phase XI consists of 4 buildings, with 1 unit included in the buildings numbered Unit 49, 56, 61 and 62, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section Two, Phase XI, including the owners of Section 1, Phases I through IX and Section II, Phases I through X, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

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5. Supplemental Plat. The plat of Quail Creek Estates, Section Two, Phase XI has been recorded in the office of the Recorder of Hendricks County, Indiana on the 11th day of October, 2001 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier, Jr.  
Harold E. Schrier, President

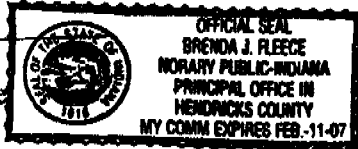
STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 1 day of November, 2001.

My Commission Expires:

Brenda J. Fleece  
Signature of Notary Public

County of Residence



Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

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A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East in Middle Township, Hendricks county, Indiana, being more particularly described as follows: Beginning at the northwest corner of Lot Numbered 50 in Quail Creek Estates, Section 2, Phase 10, as per plat thereof recorded as Instrument No. 200100000485 in the office of the Recorder of Hendricks County, Indiana; thence south 78 degrees 48 minutes 46 seconds west, 82.05 feet; thence north 09 degrees 10 minutes 40 seconds west, 187.76 feet to the south right of way of Quail Creek Trace South; thence north 80 degrees 49 minutes 20 seconds east, 82.00 feet to the point of beginning. Containing 0.35 acres, more or less.

**ALSO:**

Beginning at the northeast corner of Lot Numbered 51 in Quail Creek Estates, Section 2, Phase 6, as per plat thereof recorded as Instrument No. 199900031476 in the office of the Recorder of Hendricks County, Indiana; thence north 80 degrees 49 minutes 20 seconds east, 77.70 feet; thence south 09 degrees 10 minutes 40 seconds east 176.55 feet; thence south 78 degrees 48 minutes 46 seconds west, 77.75 feet; thence north 09 degrees 10 minutes 40 seconds west, 179.28 feet to the south right of way of Quail Creek Trace South, and the point of beginning. Containing 0.32 acres, more or less.

**ALSO:**

Beginning at the northwest corner of Lot Numbered 60 in Quail Creek Estates, Section 2, Phase 10, as per plat thereof recorded as Instrument No. 200100000485 in the office of the Recorder of Hendricks County, Indiana; thence following a curve to the left an arc length of 33.39 feet and having a radius 154.97 feet, and being subtended by a chord bearing north 19 degrees 30 minutes 00 seconds east, 50.00 feet; thence north 25 degrees 24 minutes 30 seconds east, 172.55 feet; thence north 79 degrees 43 minutes 03 seconds east, 143.05 feet; thence south 33 degrees 32 minutes 57 seconds east, 43.54 feet; thence south 23 degrees 40 minutes 47 seconds west 225.41 feet; thence south 89 degrees 46 minutes 01 seconds west 176.58 feet to the point of beginning. Containing 0.93 acres, more or less.

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200200010037  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
03-21-2002 At 12:12 pm.  
DECLARATION 16.00  
OR Book 325 Page 919 - 922

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 19th day of March, 2002, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section Two, Phase XII.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Two, Phase XII is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section Two, Phase XII, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail

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Creek Estates, Section Two, Phase XII into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section Two, Phase XII and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section Two, Phase XII, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section Two, Phase XII:

A. Quail Creek Estates, Section Two, Phase XII consists of 2 buildings, with 1 unit included in the buildings numbered Unit 2 and 35, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section Two, Phase XII, including the owners of Section I, Phases I through IX and Section II, Phases I through XI, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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



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5. Supplemental Plat. The plat of Quail Creek Estates, Section Two, Phase XII has been recorded in the office of the Recorder of Hendricks County, Indiana on the 11th day of March, 2002 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

by: Harold E. Schrier  
Harold E. Schrier, President

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 19th day of March, 2002.

My Commission Expires:

July 23, 2009

County of Residence

Hendricks County



Tricia L. Ping  
Signature of Notary Public

Tricia L. Ping  
Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

FIDELITY NATIONAL TITLE

4

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, and is a true representation of the following:

UNIT 2:

Beginning at the northwest corner of Unit Numbered 34 in Quail Creek Estates, Section Two (2) Phase Two (2), as per plat thereof recorded in Plat Cabinet 1, Slide No. 93, page 2A & 2B in the office of the Recorder of Hendricks County, Indiana, thence north 00 degrees 32 minutes 09 seconds west 61.97 feet, thence north 89 degrees 56 minutes 30 seconds east 114.32 feet to the west right of way of Quail Creek Trace; thence south 00 degrees 03 minutes 30 seconds east, along said right of way 61.97 feet; thence south 89 degrees 56 minutes 30 seconds west, 113.81 feet to the point of beginning of this description. Containing 0.16 acres, more or less.

UNIT 35:

Beginning at the southwest corner of Unit Numbered 36, in Quail Creek Estates, Section Two (2), Phase Seven (7) as per plat thereof recorded in Plat Cabinet 3, Slide No. 80 page 2A and 2B in the office of the Recorder of Hendricks County, Indiana, thence north 89 degrees 56 minutes 30 seconds east 100.00 feet, thence south 00 degrees 03 minutes 30 seconds east, 76.78 feet to the north right of way of Quail Creek Trace South; thence south 80 degrees 49 minutes 20 seconds west, along said right of way 101.28 feet to the west right of way of Quail Creek Trace; thence north 00 degrees 03 minutes 30 seconds west, along said right of way, 92.83 feet to the point of beginning of this description. Containing 0.19 acres, more or less.

200200012058  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
04-08-2002 At 12:37 PM.  
DECLARATION 16.00  
DR Book 328 Page 1462 - 1465

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 3rd day of April, 2002, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section Two, Phase XIII.

B. On the 7th day of July, 1995, the Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995 in Miscellaneous Record 148 pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of the Quail Creek Condominiums Co-Owners' Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of the Quail Creek Condominiums Co-Owner's Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Two, Phase XIII is part of the tract described in paragraph A in paragraph 16 of the Declaration. Paragraph 16 of the Declarations provides that all or part of the tract may be annexed to Quail Creek Estates, Section 1, Phase I, incorporated into the Declarations, and the owners thereof become members of Quail Creek Condominiums Co-Owners Association, Inc. in accordance with the conditions in paragraph 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section Two, Phase XIII, to the tract of Quail Creek Estates Horizontal Property Regime had been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail

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Creek Estates, Section Two, Phase XIII into the Declaration and as annexed to Quail Creek Estates Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and Owners do hereby declare that Quail Creek Estates, Section Two, Phase XIII and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and Rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Quail Creek Estates, Section Two, Phase XIII, hereafter and for all purposes shall be included in the definition of tract as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section Two, Phase XIII:

A. Quail Creek Estates, Section Two, Phase XIII consists of one building, with 1 unit included in the buildings numbered Unit 54, together with the common area as designated on the plat. The common area and the size of the unit is designated on the plat.

3. Percentage of interest. The owners of the dwelling units in Quail Creek Estates, Section Two, Phase XIII, including the owners of Section I, Phases I through IX and Section II, Phases I through XII, annexed by this Supplement, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of .008%.

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

5. Supplemental Plat. The plat of Quail Creek Estates, Section Two, Phase XIII has been recorded in the office of the Recorder of Hendricks County, Indiana on the 22<sup>nd</sup> day of March, 2002 and is incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

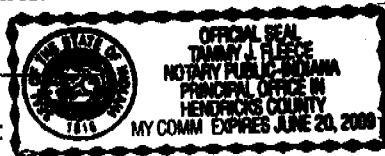
by: Harold E. Schrier, V.P.  
Harold E. Schrier, President

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this  
3<sup>rd</sup> day of April, 2002.

My Commission Expires:

Tammy J. Fleece  
Signature of Notary Public



County of Residence: \_\_\_\_\_ Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

FIDELITY NATIONAL TITLE

4

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, and is a true representation of the following:

Commencing at the southwest corner of Unit Numbered 41 and 42 in Quail Creek Section Two, Phase Eight, as per plat thereof recorded as Instrument N. 200000018677 in Plat Cabinet 3, Slide 26 page 1A and 1B in the office of the Recorder of Hendricks County, thence north 80 degrees 49 minutes 20 seconds (assumed bearing) along the north right of way line of Quail Creek Trace South, 420.00 feet to the point of beginning of this description, thence north 09 degrees 10 minutes 40 seconds west 185.68 feet; thence south 59 degrees 39 minutes 22 seconds east 189.31 feet to the north right of way line of Quail Creek Trace South; with the next three (3) calls being along said right of way, (1) thence along a curve to the left having a radius of 50.00 feet and an arc length of 40.07 feet, being subtended by a chord of south 07 degrees 23 minutes 02 seconds west, 39.01 feet; (2) thence along a curve to the right having a radius of 30.00 feet and an arc length of 42.24 feet, being subtended by a chord of south 35 degrees 37 minutes west 38.84 feet; (3) thence south 80 degrees 49 minutes 20 seconds west, 107.81 feet to the point of beginning of this description, containing 0.40 acres, more or less and subject to all covenants, easements, rights of way and restrictions of record.

Said plat consists of one Unit being numbered 54.

EXHIBIT "A"

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration, made this 1st day of November 2004, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant") and James H. Harding and Fae S. Harding, husband and wife ("Harding"),

**WITNESSETH:**

WHEREAS, the following facts are true:

A. On the 7th day of July 1995, Declarant executed a Declaration of Quail Creek Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana, on July 13, 1995 in Miscellaneous Record 148, pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-laws of the Quail Creek Condominium Co-Owners Association, Inc. The Declaration, the Articles of Incorporation and the By-Laws of the Quail Creek Condominium Co-Owners Association, Inc. are incorporated herein by reference and all the terms and definitions as provided therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

B. Declarant has caused to be recorded the plat of Quail Creek Estates, Section II, Phase I, Horizontal Property Regime, which plat was recorded January 20, 1998, in Plat Cabinet 4, Slide 170, in the office of the Recorder of Hendricks County, Indiana.

C. At the time of recording the plat for Section II, Phase I, Declarant inadvertently failed to properly provide for annexation of Section II, Phase I, and the unit(s) within such Section and Phase, into the expandable Horizontal Property Regime by a Supplemental Declaration. Quail Creek Estates, Section II, Phase I, is a part of the tract described in paragraph A, page 1, of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Estates, Section I, Phase I, incorporated into the Declaration, and that the owners thereof shall become members of the Quail Creek Condominium Co-Owners Association, Inc. in accordance with the conditions in paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section II, Phase I to the tract of Quail Creek Estates Horizontal Property Regime have been met and Declarant and Harding, by execution of this Supplemental Declaration, hereby incorporate, into the Declaration and do annex Quail Creek Estates, Section II, Phase I, into the Quail Creek Horizontal Property Regime, as an addition to Quail Creek Estates, Section I, Phase I.

D. Harding, as the current fee simple owner of the unit(s) in Quail Creek Estates, Section II, Phase I, hereby joins in this Supplemental Declaration in order to effect annexation as stated in the foregoing paragraphs.

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NOW THEREFORE, Declarant and Harding, as their interests may appear, make this Supplemental Declaration as follows:

1. Declaration. Declarant and Harding, as their interests may appear, do hereby declare that Quail Creek Estates, Section II, Phase I, and all appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Property Regime and made a part of the Declaration as if such had originally 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 rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Quail Creek Estates, Section II, Phase I, hereafter and for all purposes, shall be included in the definition of "Tract" as defined in paragraph 1(U) of the Declaration.

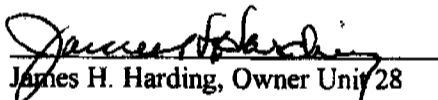

2. Description of Quail Creek Estates, Section II, Phase I.

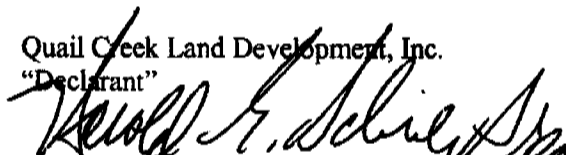
Quail Creek Estates, Section II, Phase I consists of one (1) building, containing dwelling unit number 28, together with the common area as designated on the plat. The common area and the size of the unit is as designated on the plat.

3. Percentage of interest. The owner(s) of each dwelling unit, including the owner(s) of Section I, Phase I, shall each have a percentage interest in the common areas and limited areas and a corresponding percentage vote of 0.008 %.

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

Executed the day and year herein above written.

  
James H. Harding, Owner Unit 28  
  
Fae S. Harding, Owner Unit 28

Quail Creek Land Development, Inc.  
"Declarant"  
  
Harold E. Schrier, President



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, personally appeared Harold E. Schrier, President of Quail Creek Land Development, Inc., who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and seal this 15<sup>th</sup> day of November 2004.

My Commission Expires:

May 20, 2008

County of Residence:

Hendricks

*Kimberly S. Seals*  
Signature of Notary Public

Kimberly S. Seals  
Printed Name of Notary Public



STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, personally appeared James H. Harding and Fae S. Harding, husband and wife, who acknowledged the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

WITNESS my hand and seal this 15<sup>th</sup> day of November 2004.

My Commission Expires:

May 20, 2008

County of Residence:

Hendricks

*Kimberly S. Seals*  
Signature of Notary Public

Kimberly S. Seals  
Printed Name of Notary Public



200400035311  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
11-17-2004 At 09:21 am.  
DECLARATION 14.00  
OR Book 547 Page 1884 - 1886

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration of Quail Creek Horizontal Property Regime ("Supplemental Declaration"), made this 26th day of October 2004, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section Two, Phase XVIII.

B. On the 7th day of July 1995, Declarant executed a Declaration of Quail Creek Horizontal Property Regime ("Declaration"), which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995, in Miscellaneous Record 148, pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation ("Articles") and Code of By-Laws ("By-laws") of Quail Creek Condominiums Co-Owners' Association, Inc. ("Association"). The Declaration, Articles and By-Laws are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Two, Phase XVIII is part of the tract described in paragraph 16 (A) of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Horizontal Property Regime and incorporated into the Declaration, and that the Owners thereof shall become members of the Association, in accordance with the conditions in paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section Two, Phase XVIII, to the tract of Quail Creek Horizontal Property Regime have been met and

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Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section Two, Phase XVIII into the Declaration and as annexed to Quail Creek Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and the Owners of Quail Creek Estates, Section Two, Phase XVIII do hereby declare that Quail Creek Estates, Section Two, Phase XVIII and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Quail Creek Estates, Section Two, Phase XVIII, hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section Two, Phase XVIII:

A. Quail Creek Estates, Section Two, Phase XVIII consists of three (3) building(s), with one (1) unit included in each building, numbered Units 47, 48 and 52, together with any common area as designated on the Plat and/or Floor Plans. The common area and the size of the units are designated on the Plat and/or Floor Plans.

3. Percentage of Interest. The owners of the dwelling units in Quail Creek Estates, Section Two, Phase XVIII, annexed by this Supplement, along with the owners of Section 1, Phases I through X and Section II, Phases I through XVII, shall each have a Percentage Interest in the Common Areas and Limited Areas and a corresponding Percentage Vote of .008%.

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

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lease thereof.

5. Supplemental Plat and Floor Plans. The Plat and Floor Plans of Quail Creek Estates, Section Two, Phase XVIII have been recorded in the office of the Recorder of Hendricks County, Indiana on the \_\_\_\_\_ day of October, 2004, and are incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

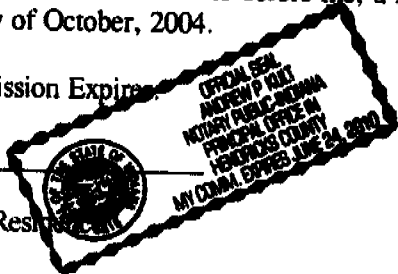
Quail Creek Land Development, Inc.

by: *H. Edward Schrier*  
H. Edward Schrier, President

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 26 day of October, 2004.

My Commission Expires \_\_\_\_\_



*Andrew P. Kubit*  
Signature of Notary Public

County of Residence \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, P.O. Box 207, Danville, IN 46122, (317-745-4300).

200600013490  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
05-16-2006 At 10:31 am.  
DECLARATION 19.00

PLU/SL129/P2ABCDE

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration of Quail Creek Horizontal Property Regime ("Supplemental Declaration"), made this 11 day of April 2006, by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

hereinafter referred to as Quail Creek Estates, Section Three, Phase I.

B. On the 7th day of July 1995, Declarant executed a Declaration of Quail Creek Horizontal Property Regime ("Declaration"), which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995, in Miscellaneous Record 148, pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation ("Articles") and Code of By-Laws ("By-laws") of Quail Creek Condominiums Co-Owners' Association, Inc. ("Association"). The Declaration, Articles and By-Laws are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Three, Phase I is part of the tract described in paragraph 16 (A) of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Horizontal Property Regime and incorporated into the Declaration, and that the Owners thereof shall become members of the Association, in accordance with the conditions in paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section Three, Phase I, to the tract of Quail Creek Horizontal Property Regime have been met and

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Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section Three, Phase I into the Declaration and as annexed to Quail Creek Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and the Owners of Quail Creek Estates, Section Three, Phase I do hereby declare that Quail Creek Estates, Section Three, Phase I and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Quail Creek Estates, Section Three, Phase I, hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(u) of the Declaration.

Description of Quail Creek Estates, Section Three, Phase I:

A. Quail Creek Estates, Section Three, Phase I consists of four (4) building(s), with one (1) unit(s) included in each building, numbered Units 65, 66, 67 and 68, together with any common area as designated on the Plat and/or Floor Plans. The common area and the size of the units are designated on the Plat and/or Floor Plans.

3. Percentage of Interest. The owners of the dwelling units in Quail Creek Estates, Section Three, Phase I, annexed by this Supplement, along with the owners of Section 1, Phases I through X and Section II, Phases I through XVIII, shall each have a Percentage Interest in the Common Areas and Limited Areas and a corresponding Percentage Vote of .008%.

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

lease thereof.

5. Supplemental Plat and Floor Plans. The Plat and Floor Plans of Quail Creek Estates, Section Three, Phase I have been recorded in the office of the Recorder of Hendricks County, Indiana on the \_\_\_\_\_ day of April 2006, and are incorporated herein by reference.

Executed the day and year herein above written.

Instrument 200600013489 Book Page Type 0 0 PLAT

"DECLARANT"

Quail Creek Land Development, Inc.

By:

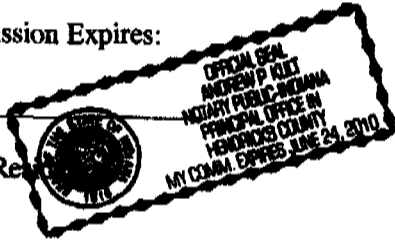
*H. Edward Schrier, Pres*

H. Edward Schrier, President

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 11 day of April 2006.

My Commission Expires:



*Andrew P. Kulis*  
Signature of Notary Public

County of Re

Printed Name of Notary Public

This instrument was prepared by Lee T. Comer, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, IN 46122.

**LEGAL DESCRIPTION**

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter; thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 18 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet; thence North 80 degrees 49 minutes 20 seconds East 167.11 feet to the POINT OF BEGINNING of this herein described parcel; thence continuing North 80 degrees 49 minutes 20 seconds East 299.26 feet; thence North 10 degrees 33 minutes 27 seconds West 152.75 feet; thence South 79 degrees 26 minutes 33 seconds West 258.88 feet to a point on a tangent curve to the left having a radius of 15.00 feet and being subtended by a chord having a bearing of South 39 degrees 41 minutes 32 seconds West and a distance of 19.18 feet; thence southwesterly in a counterclockwise direction along said curve 20.81 feet; thence South 00 degrees 03 minutes 30 seconds East 140.13 feet to the Place of Beginning, containing 1.007 acres (43,850 square feet), more or less, and subject to all legal rights--of-way, easements, and restrictions of record.

EXHIBIT A



200700006017  
 Filed for Record in  
 HENDRICKS COUNTY IN  
 PAUL T HARDIN  
 03-08-2007 At 09:27 am.  
 DECLARATION 18.00

Instrument 200700006016 Book Page Type 0 0 PLAT

**SUPPLEMENTAL DECLARATION OF  
 QUAIL CREEK HORIZONTAL PROPERTY REGIME**

PC61851A.B

This Supplemental Declaration of Quail Creek Horizontal Property Regime ("Supplemental Declaration"), made this 1<sup>st</sup> day of March 2007 by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

hereinafter referred to as Quail Creek Estates, Section Three, Phase IV.

B. On the 7th day of July 1995, Declarant executed a Declaration of Quail Creek Horizontal Property Regime ("Declaration"), which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995, in Miscellaneous Record 148, pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation ("Articles") and Code of By-Laws ("By-laws") of Quail Creek Condominiums Co-Owners' Association, Inc. ("Association"). The Declaration and By-laws have been amended from time to time. The Declaration, Articles and By-Laws, as amended from time to time, are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Three, Phase IV is part of the tract described in paragraph 16 (A) of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Horizontal Property Regime and incorporated into the Declaration, and that the Owners thereof shall become members of the Association, in accordance with the conditions in paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek

Estates, Section Three, Phase IV, to the tract of Quail Creek Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section Three, Phase IV into the Declaration and as annexed to Quail Creek Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and the Owners of Quail Creek Estates, Section Three, Phase IV do hereby declare that Quail Creek Estates, Section Three, Phase IV and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Quail Creek Estates, Section Three, Phase IV, hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section Three, Phase IV.

Quail Creek Estates, Section Three, Phase IV consists of one (1) building, with one (1) unit included in such building, numbered Unit 94, together with any common area as designated on the Plat and/or Floor Plans. The common area and the size of the units are designated on the Plat and/or Floor Plans.

3. Percentage of Interest. The owners of the dwelling units in Quail Creek Estates, Section Three, Phase IV, annexed by this Supplement, along with the owners of Section One, Phases I through X; Section Two, Phases I through XVIII; and Section Three, Phases I through III, shall each have a Percentage Interest in the Common Areas and Limited Areas and a corresponding Percentage Vote of .008%.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the By-laws, the Articles and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted

and ratified by each Owner, tenant or occupant and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plat and Floor Plans. The Plat and Floor Plans of Quail Creek Estates, Section Three, Phase IV have been recorded in the office of the Recorder of Hendricks County, Indiana and are incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

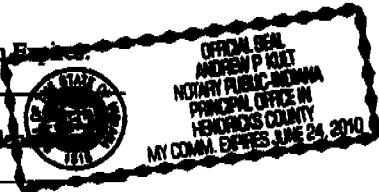
By: H. Edward Schrier  
H. Edward Schrier, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 1<sup>st</sup> day of March 2007.

My Commission Expires:

County of Residence:



Andrew P. Kult  
Signature of Notary Public

Printed Name of Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, IN 46122.

**Exhibit A**

(Legal description for Unit 94, Quail Creek Estates Section III)

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter; thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 16 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet to the POINT OF BEGINNING of this herein described parcel; thence North 03 degrees 18 minutes 52 seconds West 170.57 feet; thence North 89 degrees 56 minutes 30 seconds East 124.69 feet; thence South 00 degrees 03 minutes 30 seconds East 151.84 feet; thence South 80 degrees 49 minutes 20 seconds West 116.47 feet to the Place of Beginning, containing 0.444 acres, more or less, and subject to all legal rights-of-way, easements, and restrictions of record.

200700010199  
Filed for Record in  
HENDRICKS COUNTY IN  
PAUL T HARDIN  
04-24-2007 At 10:38 am.  
DECLARATION 21.00Instrument Book Page Type  
200700010198 0 0 PLAT**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

PC6/195/2A,B,C,D

This Supplemental Declaration of Quail Creek Horizontal Property Regime ("Supplemental Declaration"), made this 19<sup>th</sup> day of April 2007 by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section Three, Phase V.

B. On the 7th day of July 1995, Declarant executed a Declaration of Quail Creek Horizontal Property Regime ("Declaration"), which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995, in Miscellaneous Record 148, pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation ("Articles") and Code of By-Laws ("By-laws") of Quail Creek Condominiums Co-Owners' Association, Inc. ("Association"). The Declaration and By-laws have been amended from time to time. The Declaration, Articles and By-Laws, as amended from time to time, are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Three, Phase V is part of the tract described in paragraph 16 (A) of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Horizontal Property Regime and incorporated into the Declaration, and that the Owners thereof shall become members of the Association, in accordance with the conditions in paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek

21  
5+2

Estates, Section Three, Phase V, to the tract of Quail Creek Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section Three, Phase V into the Declaration and as annexed to Quail Creek Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and the Owners of Quail Creek Estates, Section Three, Phase V do hereby declare that Quail Creek Estates, Section Three, Phase V and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Quail Creek Estates, Section Three, Phase V, hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section Three, Phase V.

Quail Creek Estates, Section Three, Phase V consists of three (3) buildings, with one (1) unit included in each such building, numbered Units 89, 90 and 92, respectively, together with any common area as designated on the Plat and/or Floor Plans. The common area and the size of the units are designated on the Plat and/or Floor Plans.

3. Percentage of Interest. The owners of the dwelling units in Quail Creek Estates, Section Three, Phase V, annexed by this Supplement, along with the owners of Section One, Phases I through X; Section Two, Phases I through XVIII; and Section Three, Phases I through IV, shall each have a Percentage Interest in the Common Areas and Limited Areas and a corresponding Percentage Vote of .008%.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the By-laws, the Articles and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted

and ratified by each Owner, tenant or occupant and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plat and Floor Plans. The Plat and Floor Plans of Quail Creek Estates, Section Three, Phase V have been recorded in the office of the Recorder of Hendricks County, Indiana and are incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

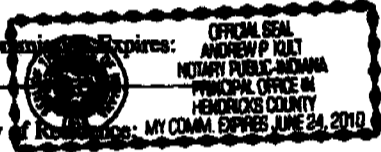
Quail Creek Land Development, Inc.

By:

*H. Edward Schrier*  
H. Edward Schrier, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 19<sup>th</sup> day of April 2007.

My Commission Expires:  OFFICIAL SEAL  
ANDREW P. KULT  
NOTARY PUBLIC-INDIANA  
PRINCIPAL OFFICE IN  
HENDRICKS COUNTY  
County of Residence: MY COMM. EXPIRES JUNE 24, 2010

*Andrew P. Kult*  
Signature of Notary Public  
Printed Name of Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, IN 46122.

**Exhibit A**

(Legal description for Quail Creek Estates Section III, Phase V)

**UNIT 89**

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter; thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 16 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet; thence North 03 degrees 18 minutes 52 seconds West 234.57 feet; thence North 28 degrees 53 minutes 12 seconds West 11.46 feet; thence North 70 degrees 09 minutes 51 seconds East 511.48 feet; thence South 06 degrees 16 minutes 25 seconds East 16.81 feet; thence North 79 degrees 14 minutes 25 seconds East 72.00 feet to the POINT OF BEGINNING of this herein described parcel; thence continuing North 79 degrees 14 minutes 25 seconds East 73.90 feet; thence South 10 degrees 33 minutes 27 seconds East 113.77 feet; thence South 79 degrees 26 minutes 33 seconds West 73.90 feet; thence North 10 degrees 33 minutes 27 seconds West 113.51 feet to the Place of Beginning, containing 0.193 acres, more or less, and subject to all legal rights-of-way, easements, and restrictions of record.

**UNIT 90**

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter; thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South



line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 16 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet; thence North 03 degrees 18 minutes 52 seconds West 234.57 feet; thence North 28 degrees 53 minutes 12 seconds West 11.46 feet; thence North 70 degrees 09 minutes 51 seconds East 511.48 feet; thence South 06 degrees 16 minutes 25 seconds East 16.81 feet to the POINT OF BEGINNING of this herein described parcel; thence North 79 degrees 14 minutes 25 seconds East 72.00 feet; thence South 10 degrees 33 minutes 27 seconds East 113.51 feet; thence South 79 degrees 26 minutes 33 seconds West 73.90 feet; thence North 10 degrees 33 minutes 27 seconds West 87.90 feet; thence North 06 degrees 16 minutes 25 seconds West 25.43 feet to the Place of Beginning, containing 0.192 acres, more or less, and subject to all legal rights-of-way, easements, and restrictions of record.

#### UNIT 92

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter; thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 16 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet; thence North 03 degrees 18 minutes 52 seconds West 234.57 feet; thence North 28 degrees 53 minutes 12 seconds West 11.46 feet; thence North 70 degrees 09 minutes 51 seconds East 358.35 feet to the POINT OF BEGINNING of this herein described parcel; thence continuing North 70 degrees 09 minutes 51 seconds East 75.05 feet; thence South 10 degrees 33 minutes 27 seconds East 117.43 feet; thence South 79 degrees 26 minutes 33 seconds West 74.07 feet; thence North 10 degrees 33 minutes 27 seconds West 105.33 feet to the Place of Beginning, containing 0.189 acres, more or less, and subject to all legal rights-of-way, easements, and restrictions of record.

200700020935  
Filed for Record in  
HENDRICKS COUNTY IN  
PAUL T HARDIN  
08-10-2007 At 10:57 am.  
DECLARATION 21.00

**SUPPLEMENTAL DECLARATION OF  
QUAIL CREEK HORIZONTAL PROPERTY REGIME**

This Supplemental Declaration of Quail Creek Horizontal Property Regime ("Supplemental Declaration"), made this 19 day of July 2007 by Quail Creek Land Development, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

PC7/13/1ABCD

WHEREAS, the following facts are true:

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

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

hereinafter referred to as Quail Creek Estates, Section Three, Phase VI.

B. On the 7th day of July 1995, Declarant executed a Declaration of Quail Creek Horizontal Property Regime ("Declaration"), which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on July 13, 1995, in Miscellaneous Record 148, pages 335-355. Incorporated into the Declaration by reference are the Articles of Incorporation ("Articles") and Code of By-Laws ("By-laws") of Quail Creek Condominiums Co-Owners' Association, Inc. ("Association"). The Declaration and By-laws have been amended from time to time. The Declaration, Articles and By-Laws, as amended from time to time, are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Quail Creek Estates, Section Three, Phase VI is part of the tract described in paragraph 16 (A) of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Quail Creek Horizontal Property Regime and incorporated into the Declaration, and that the Owners thereof shall become members of the Association, in accordance with the conditions in paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Quail Creek Estates, Section

542  
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Three, Phase VI, to the tract of Quail Creek Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Quail Creek Estates, Section Three, Phase VI into the Declaration and as annexed to Quail Creek Horizontal Property Regime.

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant and the Owners of Quail Creek Estates, Section Three, Phase VI do hereby declare that Quail Creek Estates, Section Three, Phase VI and other appurtenant easements, buildings, dwelling units, improvements and property of every kind and nature whatsoever real, personal or mixed located thereon, is hereby annexed to Quail Creek Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Quail Creek Estates, Section Three, Phase VI, hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(u) of the Declaration.

2. Description of Quail Creek Estates, Section Three, Phase VI.

Quail Creek Estates, Section Three, Phase VI consists of two (2) buildings, with one (1) unit included in each such building, numbered Units 80 and 88, respectively, together with any common area as designated on the Plat and/or Floor Plans. The common area and the size of the units are designated on the Plat and/or Floor Plans.

3. Percentage of Interest. The owners of the dwelling units in Quail Creek Estates, Section Three, Phase VI, annexed by this Supplement, along with the owners of Section One, Phases I through X; Section Two, Phases I through XVIII; and Section Three, Phases I through V, shall each have a Percentage Interest in the Common Areas and Limited Areas and a corresponding Percentage Vote of .008%.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the By-laws, the Articles and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each

Owner, tenant or occupant and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plat and Floor Plans. The Plat and Floor Plans of Quail Creek Estates, Section Three, Phase VI have been recorded in the office of the Recorder of Hendricks County, Indiana and are incorporated herein by reference.

Executed the day and year herein above written.

"DECLARANT"

Quail Creek Land Development, Inc.

By: [Signature]  
Edward Schrier, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HENDRICKS )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 19 day of July 2007.

My Commission Expires June 20, 2009  
County of Residence: \_\_\_\_\_



OFFICIAL SEAL  
Jimmy J. Fosse  
Notary Public - Indiana  
Principal Office in  
Hendricks County  
My Comm. Expires June 20, 2009

[Signature]  
Signature of Notary Public  
Printed Name of Notary Public

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Andrew P. Kult).

This instrument was prepared by Andrew P. Kult, Attorney-at-Law, COMER LAW OFFICE, P.O. Box 207, Danville, IN 46122.

**Exhibit A**

(Legal description for Quail Creek Estates Section III, Phase VI)

**UNIT 80**

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter; thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 16 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet; thence North 80 degrees 49 minutes 20 seconds East 639.02 feet; thence North 09 degrees 10 minutes 40 seconds West 40.01 feet; thence North 79 degrees 43 minutes 03 seconds East 762.15 feet; thence North 33 degrees 32 minutes 57 seconds West 66.97 feet to the POINT OF BEGINNING of this herein described parcel; thence continuing North 33 degrees 32 minutes 57 seconds East 166.43 feet; thence South 54 degrees 08 minutes 28 seconds West 101.60 feet to a point on a non-tangent curve, concave west having a Chord Bearing of South 11 degrees 23 minutes 31 seconds West and a distance of 41.42 feet; thence along said non-tangent curve in a clockwise direction to the south 42.70 feet along the curve; thence South 76 degrees 55 minutes 29 seconds East 170.56 feet to the Place of Beginning, containing 0.265 acres, more or less, and subject to all legal rights-of-way, easements, and restrictions of record.

**UNIT 88**

A part of the Northeast quarter of Section 31, Township 17 North, Range 1 East, Middle Township, Hendricks County, Indiana, more particularly described as follows:

Commencing at a 3/4" bolt spike marking the Southeast corner of said Northeast quarter;

thence South 89 degrees 56 minutes 30 seconds West, 1047.50 feet (assumed bearing) along the South line of said Northeast quarter; thence North 00 degrees 03 minutes 30 seconds West 417.00 feet; thence North 10 degrees 29 minutes 16 seconds East 95.62 feet; thence North 00 degrees 03 minutes 33 seconds West 308.93 feet; thence North 00 degrees 32 minutes 13 seconds West 597.97 feet; thence North 03 degrees 18 minutes 52 seconds West 234.57 feet; thence North 28 degrees 53 minutes 12 seconds West 11.46 feet; thence North 70 degrees 09 minutes 51 seconds East 511.48 feet; thence South 06 degrees 16 minutes 25 seconds East 16.81 feet; thence North 79 degrees 14 minutes 25 seconds East 145.90 feet to the POINT OF BEGINNING of this herein described parcel; thence continuing North 79 degrees 14 minutes 25 seconds East 73.90 feet; thence South 10 degrees 33 minutes 27 seconds East 114.04 feet; thence South 79 degrees 26 minutes 33 seconds West 73.90 feet; thence North 10 degrees 33 minutes 27 seconds West 113.77 feet to the Place of Beginning, containing 0.193 acres, more or less, and subject to all legal rights-of-way, easements, and restrictions of record.