

CROSS REFERENCE

FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS
RESTRICTIONS OF HORIZONTAL PROPERTY OWNERSHIP,
EAGLES KNOLL HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

This Fifth Supplemental Declaration, made this 14th day of September, 1983 by Holiday Homes Corporation, an Indiana corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

A part of the West half of the Southwest quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, being more particularly described as follows:

Commencing at a stone marking the northwest corner of said half quarter section; thence South 00°00'00" East (assumed bearing) along the west line of said half quarter section 697.00 feet; thence South 89°58'10" East parallel with the north line of said half quarter section 385.06 feet; thence North 19°26'53" East 107.94 feet to the POINT OF BEGINNING; thence North 90°00'00" East 120.00 feet; thence South 00°00'00" East parallel with the west line of said half quarter section 129.14 feet; thence North 90°00'00" East 119.00 feet; thence North 00°00'00" West parallel with said west line 463.20 feet; thence North 89°58'10" West parallel with the north line of said half quarter section 145.00 feet; thence South 22°29'27" West 239.38 feet; thence South 01°13'55" West 113.00 feet to the Point of Beginning. Containing 1.938 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

(hereinafter referred to as "Eagles Knoll, Section Seven".

B. On the 9th day of February, 1982, Declarant executed a First Amended Declaration of Horizontal Property Ownership, Eagles Knoll Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Marion County, Indiana on the 11th day of February, 1982, as Instrument No. 82-07030 (the "Declaration"). Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of Eagles Knoll Co-Owners Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of Eagles Knoll Co-Owners Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Eagles Knoll, Section Seven is part of the Tract described in Paragraph C and Paragraph 16 of the Declaration. Paragraph 16 of the Declaration provides that all or part of the Tract may be annexed to Eagles Knoll, Section One, incorporated into the Declaration, and the Owners thereof become Members of Eagles Knoll 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 Eagles Knoll, Section Seven to the Tract of Eagles Knoll, Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Eagles Knoll, Section Seven into the Declaration and as annexed to Eagles Knoll, Horizontal Property Regime.

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REC'D BY: J. H. HARRIS
REC'D BY: J. H. HARRIS
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REC'D BY: J. H. HARRIS
REC'D BY: J. H. HARRIS
SEP 20 2 54 PM '83

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

1. Declaration. Declarant hereby declares that Eagles Knoll, Section Seven and other appurtenant easements, Dwelling Units, Buildings, Improvements and property of every kind and nature whatsoever, real, personal or mixed located thereon, is hereby annexed to Eagles Knoll, Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Eagles Knoll, Section Seven hereafter and for all purposes shall be included in the definition of Tract as defined in Paragraph 1(w) of the Declaration.

2. Description of Eagles Knoll, Section Seven. Eagles Knoll, Section Seven consists of four buildings, numbered Building 8, 9, 10, & 11 with 3 units included in building 8, numbered 1, 2, and 3 inclusive, 2 units included in building 9, numbered 1 and 2, inclusive, 4 units included in building 10, numbered 1, 2, 3, and 4, and 3 units included in building 11, numbered 1, 2 and 3, inclusive, together with the Common Area as designated on the Plat. The Common Area and the size of the units are as designated on the Plat.

3. Percentage Interest. The Owner of each dwelling unit, including the owners of Section One, Section Three, Section Four, Section Five, and Section Six as annexed and Section Seven, annexed by this Supplement, shall each have a percentage interest in the Common Areas and Limited Areas and a corresponding percentage vote of $2 \frac{6}{7}\%$.

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

5. Supplemental Plat. The plat of Section Seven of Eagles Knoll, Horizontal Property Regime, has been recorded in the office of the Recorder of Marion County, Indiana, on the 20th day of September, 1983, as Instrument Number 83-68803, and is incorporated herein by reference.

EXECUTED the day and year hereinabove written.

HOLIDAY HOMES CORPORATION

By William J. Roach
William J. Roach

ATTEST:

83 68804

Phyllis L. Roach
Phyllis L. Roach, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared William J. Roach and Phyllis J. Roach, the President and Secretary respectively, of Holiday Homes Corporation, who acknowledged the execution of the above and foregoing Fifth Supplemental Declaration of Covenants and Restrictions for Eagles Knoll, Section Seven, Horizontal Property Ownership, for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 16th day of ¹⁹⁸³ September, 1983.

My Commission Expires:

October 22, 1984

Charles E. Hostetter
Notary Public
Printed Name Charles E. Hostetter
County of Residence Hendricks

63 68804

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

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SIXTH SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS OF HORIZONTAL PROPERTY OWNERSHIP,
EAGLES KNOLL HORIZONTAL PROPERTY REGIME

CROSS REFERENCE 800

This Sixth Supplemental Declaration, made this 28th day of May, 1984 by Holiday Homes Corporation, an Indiana corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

A part of the West half of the Southwest quarter of Section 12, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at a stone found marking the northwest corner of said half quarter section; thence South 00°00'00" East (assumed bearing) along the west line of said half quarter section 261.00 feet to the POINT OF BEGINNING; thence continue South 00°00'00" East along said west line 436.00 feet; thence South 89°58'10" East parallel with the north line of said half quarter section 385.06 feet; thence North 19°26'53" East 107.94 feet; thence North 01°13'55" East 113.00 feet; thence North 22°29'27" East 239.38 feet; thence North 89°58'10" West parallel with the north line of said half quarter section 515.00 feet to the Point of Beginning. Containing 4.42 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

(hereinafter referred to as "Eagles Knoll, Section Eight")

B. On the 9th day of February, 1982, Declarant executed a First Amended Declaration of Horizontal Property Ownership, Eagles Knoll Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Marion County, Indiana on the 11th day of February, 1982, as Instrument No. 82-07030 (the "Declaration"). Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of Eagles Knoll Co-Owners Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of Eagles Knoll Co-Owners Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Eagles Knoll, Section Eight is part of the Tract described in Paragraph C and Paragraph 16 of the Declaration. Paragraph 16 of the Declaration provides that all or part of the Tract may be annexed to Eagles Knoll, Section One, incorporated into the Declaration, and the Owners thereof become Members of Eagles Knoll 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 Eagles Knoll, Section Eight to the Tract of Eagles Knoll, Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Eagles Knoll, Section Eight into the Declaration and as annexed to Eagles Knoll, Horizontal Property Regime.

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COUNTY CLERK

MAY 29 3 42 PM '84
RECORDED FOR RECORD
REC'D OF MARION COUNTY

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

1. Declaration. Declarant hereby declares that Eagles Knoll, Section Eight and other appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal or mixed located thereon, is hereby annexed to Eagles Knoll, Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Eagles Knoll, Section Eight hereafter and for all purposes shall be included in the definition of Tract as defined in Paragraph 1(w) of the Declaration.

2. Description of Eagles Knoll, Section Eight. Eagles Knoll, Section Eight consists of five buildings, numbered Building 12, 13, 14, 15, & 16 with 3 units included in building 12, numbered 1, 2, and 3 inclusive, 3 units included in building 13, numbered 1, 2 and 3, inclusive, 3 units included in building 14, numbered 1, 2 and 3, and 3 units included in building 15, numbered 1, 2 and 3, inclusive, and 3 units included in building 16, numbered 1, 2 and 3, inclusive, together with the Common Area as designated on the Plat. The Common Area and the size of the units are as designated on the Plat.

3. Percentage Interest. The Owner of each dwelling unit, including the owners of Section One, Section Three, Section Four, Section Five, Section Six and Section Seven as annexed and Section Eight, annexed by this Supplement, shall each have a percentage interest in the Common Areas and Limited Areas and a corresponding percentage vote of 2 %.

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

5. Supplemental Plat. The plat of Section Eight of Eagles Knoll, Horizontal Property Regime, has been recorded in the office of the Recorder of Marion County, Indiana, on the 26th day of May, 1984, as Instrument Number 84-39636, and is incorporated herein by reference.

EXECUTED the day and year hereinabove written.

HOLIDAY HOMES CORPORATION

By William J. Roach
William J. Roach

ATTEST:

Phyllis L. Roach
Phyllis L. Roach, Secretary

SA 39037

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared William J. Roach and Phyllis J. Roach, the President and Secretary respectively, of Holiday Homes Corporation, who acknowledged the execution of the above and foregoing Sixth Supplemental Declaration of Covenants and Restrictions for Eagles Knoll, Section Eight, Horizontal Property Ownership, for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 28th day of

May, 1984.

My Commission Expires:

October 22, 1984

Charles E. Hostetter
Notary Public
Printed Name Charles E. Hostetter
County of Residence Hendricks

94 39637

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

CROSS REFERENCE

85 67487
SECOND AMENDED DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
EAGLES KNOLL HORIZONTAL PROPERTY REGIME

DECLARATION FOR REGISTRATION
AUG 8 11 28 1985
AUDITOR
George J. [unclear]

THIS SECOND AMENDED DECLARATION, made this _____
by EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.,

WITNESSETH:

A. Whereas a Declaration of Horizontal Property Ownership for Eagles Knoll Horizontal Property Regime and Plat was filed in the office of the Marion County Recorder on the 14th day of January, 1982, as Instrument Numbers 82-02453 and 82-02454 and,

B. Whereas a First Amended Declaration of Horizontal Property Ownership - Eagles Knoll - Horizontal Property Regime was filed in the office of the Marion County Recorder on the 11th day of February, 1982, as Instrument Number 82-07030 and,

C. Whereas on January 24, 1985, at a meeting of the membership of Eagles Knoll Co-Owners Association, Inc., Declarant transferred the Project treated herein, to the Eagles Knoll Co-Owners Association, Inc. and,

D. Whereas, on June 11, 1985, at the annual meeting of the membership of Eagles Knoll Co-Owners Association, Inc., certain amendments to the By-Laws of said corporation were adopted, and same are now submitted for recordation in accordance with the direction of I.C. 32-1-6-25, as follows:

Article II, Section 2.05 (a) was amended to read:

"(a) Number of Votes. Each Dwelling Unit shall be entitled to cast one vote on each matter coming before the meeting."

Article III, Section 3.01 was amended to read:

"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") that shall be composed of nine (9) persons. No person shall be eligible to serve as a Manager unless he is a Resident Owner."

Article III, Section 3.04 was amended to read:

Section 3.04. Term of Office and Vacancy. The Board of Managers shall be divided into three (3) classes and designated respectively as Class A, Class B and Class C (such designation being used only for identification and not as designation of status). The 1985 annual meeting of the Association shall elect a full complement of Managers, designating their number by Class, the terms of those elected to Class A to expire with the election of their successors at the 1988 annual meeting of the Association and those elected to Class B at the 1987 annual meeting of the Association and those elected to Class C at the 1986 annual meeting of the Association. Those Managers elected after the 1985 annual meeting of the Association shall be elected for three (3) year terms. Any vacancy or vacancies occurring in the Board shall be filled by vote of a majority of the remaining Managers or by vote of the Co-owners if a Manager is removed in accordance with Section 3.05 of this Article III."

Article IV, Section 4.01 was amended to read:

"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. 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."

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Article IV, Section 4.06 was amended to read:

~~Section 4.06. The Treasurer.~~ The Board shall elect from among the Managers, a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer 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. The Treasurer 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 of Managers and shall keep such bank account in the name of the Association. The Treasurer and, if any, an Assistant Treasurer shall be bonded."

All other provisions of said By-Laws remain unchanged.

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

EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

By:

William H. Sibbins
William H. Sibbins - President

ATTEST:

Janet A. Crais
Janet A. Crais - Secretary

STATE OF INDIANA)

) SSI

COUNTY OF MARION)

Before me, a Notary Public, personally appeared William H. Sibbins, as President, and Janet A. Crais, as Secretary, respectively, of Eagles Knoll Co-Owners Association, Inc., a corporation, who acknowledged the execution of the above and foregoing Second Amended Declaration of Horizontal Property Ownership Eagles Knoll Horizontal Property Resime for and on behalf of said Corporation.

Witness my hand and Notarial Seal this July 29, 1985.

My Commission Expires:

5-10-89

Joan V. Ellison
Notary Public

Joan V. Ellison

Printed Name

Residing in Marion County, IN

This instrument Prepared by Donald K. McCart, Jr., Attorney at Law, 434 N. College Avenue, P. O. Box 30185, Indianapolis, IN 46230-0485. (317) 259-4444.

Return to: William H. Sibbins
6063 Apache Dr.
Indianapolis, IN 46254

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Article IV, Section 4.06 was amended to read:

~~"Section 4.06. The Treasurer.~~ The Board shall elect from among the Managers, a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer 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. The Treasurer 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 of Managers and shall keep such bank account in the name of the Association. The Treasurer and, if any, an Assistant Treasurer shall be bonded."

All other provisions of said By-Laws remain unchanged.

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

EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

By:

William H. Sibbins
William H. Sibbins - President

ATTEST:

Janet A. Crais
Janet A. Crais - Secretary

STATE OF INDIANA)

) SS:

COUNTY OF MARION).

Before me, a Notary Public, personally appeared William H. Sibbins, as President, and Janet A. Crais, as Secretary, respectively, of Eagles Knoll Co-Owners Association, Inc., a corporation, who acknowledged the execution of the above and foregoing Second Amended Declaration of Horizontal Property Ownership Eagles Knoll Horizontal Property Resime for and on behalf of said Corporation.

Witness my hand and Notarial Seal this July 29, 1985.

My Commission Expires:

5-10-89

Joan V. Ellson
Notary Public

Joan V. Ellson

Printed Name

Resides in Marion County, IN

This Instrument Prepared by Donald K. McCart, Jr., Attorney at Law, 6348 N. College Avenue, P. O. Box 30185, Indianapolis, IN 46230-0185. (317) 259-4444.

Return to: William H. Sibbins
6063 Apache Dr.
Indianapolis, IN 46254

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THIRD AMENDED DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
EAGLES KNOLL HORIZONTAL PROPERTY REGIME

THIS THIRD AMENDED DECLARATION, made this 24 th day of April,
1989 by EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.,

WITNESSETH:

A. Whereas a Declaration of Horizontal Property
Ownership for Eagles Knoll Horizontal Property Regime and
Plat was filed in the office of the Marion County Recorder of
the 14th day of January, 1982, as Instrument Numbers 82-02453
and 82-02454 and,

B. Whereas a First Amended Declaration of Horizontal
Property Ownership - Eagles Knoll - Horizontal Property
Regime was filed in the office of the Marion County Recorder
on the 11th day of February, 1982, as Instrument Number 82-
07090 and,

C. Whereas on January 24, 1985, at a meeting of the
membership of Eagles Knoll Co-Owners Association, Inc.,
Declarant transferred the Project treated herein, to the
Eagles Knoll Co-Owners Association, Inc., and,

D. Whereas, on June 11, 1985, at the annual meeting of
the membership of Eagles Knoll Co-Owners Association, Inc.,
certain amendments to the By-Laws of said corporation were
adopted. These certain amendments were filed in the office of
the Marion County Recorder on the 12th day of August, 1985,
as Instrument Number 85-67487, and,

E. Whereas on April 24, 1989 at a special meeting of
the membership of Eagles Knoll Co-Owners Association, Inc.,
the following amendments to the Declaration and the By-Laws
were adopted, and same are now submitted for recordation in
accordance with the direction of I. C. 32-1-6-12 and Section
24 of the First Amended Declaration, and I. C. 32-1-6-25,
as follows:

DECLARATION

SECTION 1 was amended adding 1 Definitions before sub section
(a).

SECTION 3 was amended adding at first underlined area 4 and
second underlined area Bldg. () Unit () .

SECTION 5 (a) was amended to read as follows:
Appurtenances. Each Dwelling Unit shall consist of
all space within the boundaries thereof as herein-after

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defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended --DELETE LINES 11-12-13-14-AND "normally designed" IN LINE 15-- for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.

NOTE: Waste lines including waste line vents on roof, water lines, gas lines, and furnace flues serving a Dwelling Unit are part of said Dwelling Unit whether said lines are within, partly within, or without the Dwelling Unit. Sky lights in the roof plus entry and flood lights are parts of the Dwelling Unit to which they are attached.

SECTION 5 (b) was amended to read as follows:

Boundaries. The boundaries of each Dwelling Unit are:

The vertical boundaries shall run from the lower surface of the lowest wood plate, from the pea gravel in the crawlspace area, and from the lowest surface of the garage slab, to the lower surface of the roof sheathing, except as otherwise provided in paragraph 5 (a).

The horizontal boundaries shall be the inside surface of the foundation and footings of the perimeter walls, the outside surface of the sheathing, the inside surface of the face brick surrounding the fireplace and chimney, and the exterior surfaces of all doors (including storm and security doors) and windows (including storm windows) of the respective Dwelling Units including the garages, except as otherwise provided in paragraph 5 (a).

Boundary lines between connecting Dwelling Units shall be the vertical center line of the wall/walls of connecting Dwelling Units.

SECTION 6 was amended as follows:

Common Area and Facilities. Common areas mean and include (1) the Tract, (2) the respective Sections contained in that Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways and sidewalks designed to serve particular individual units, (4) central electricity, gas, water, and sanitary sewer mains located outside the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring

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and conduits, and public utility lines located outside the perimeter walls of the Dwelling Units (7) all facilities and appurtenances located outside of the perimeter walls of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

SECTION 7 was amended as follows:

Delete sub section (a) and insert the following --

(a) The Dwelling Unit: - Roof shingles - roof sheathing - attic vents - flashing and counterflashing - gutters and downspouts - gutter fascia boards - soffit boards - brick catch boards - exterior wood panels - decorative entrance trim around front doors of townhouses - exterior wood panels and townhouse patios - patio concrete slabs - window shutters - crawlspace door wells, doors, and frames - fire place cleanout doors - crawlspace vents - all face brick including face brick of fireplace chimney - all foundations, footings, and piers.

SECTION 8 Change 16 to 17 in last line of the first paragraph.

SECTION 14

Maintenance, Decoration Repairs and Replacement.
The Co-Owners' Association will be responsible for the maintenance, repairs, decoration, and replacement of the Dwelling Unit as follows:

Maintenance and repairs of all footings, foundations, piers, and roof sheathing.

Maintenance of the exterior surfaces shall consist of :

1. Repair and replacement of roof shingles - attic vents - flashing and counterflashing - gutters and downspouts - gutter fascia boards - soffit boards - brick catch board - exterior wood panels - decorative entrance trim around front doors of townhouses - exterior wood panels at townhouse patios - patio concrete slabs - window shutters - crawlspace door wells, doors, and frames - fireplace cleanout doors - all face brick including face brick of fireplace chimneys.

2. Preparation and painting of all exterior wood surfaces, exterior surfaces of exterior doors and garage doors. Also preparation and painting of all exterior metal surfaces which consist of waste line vents and furnace flues on roof, the crawlspace doors and frames, the fireplace cleanout doors, and the vents.

3. NOTE --- The Co-Owners Association shall inspect all crawlspaces periodically, (but no longer than a 7 year interval) as determined by the Board, at Co-Owners Association expense for termites and other insects, and water. If there is a problem the Co-Owners Association shall inform the Dwelling Unit owner of the problem/s and give the Dwelling Unit owner a reasonable amount of time, as defined by the Board, to correct said problem/s.

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NOTE ---All window and door repair or replacement, including frame and glass areas, is the obligation of the owner of the Dwelling Unit.

Retain all wording from -- The Board of Managers reserve --in line 4 to the end of Section 14.

BY-LAWS

Section 2.01 shall read as follows:

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") that shall be composed of nine (9) persons. No person shall be eligible to serve as a Manager unless he/she is an Owner. If an owner owns more than (3) three Dwelling Units he/she must be a resident of a Dwelling located within the Eagles Knoll Co-Owners Association boundaries in order to serve as a Manager.

SECTION 2.05. After the last word "qualified," add the following:

A Manager shall be removed from his/her office upon missing (3) three consecutive Board Meetings without prior notification to the President or the Vice President of his/her absence. The Board shall then appoint a new Manager from the co-owners comprising the Eagles Knoll Co-Owners Association.

All other provisions of said DECLARATION AND BY-LAWS OF THE HORIZONTAL PROPERTY OWNERSHIP EAGLES KNOLL HORIZONTAL PROPERTY REGIME remain unchanged.

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

EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

BY:

William H. Sibbing
William H Sibbing President

ATTEST:

Kyle Ann Mc Kinley
Kyle Ann Mc Kinley Secretary

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public, personally appeared William H. Sibbing, as president and Kyle Ann Mc Kinley, as secretary, respectively, of Eagles Knoll Co-Owners Association Inc., a corporation, who acknowledged the execution of the above and foregoing Third Amended Declaration of Horizontal Property Ownership Eagles Knoll Horizontal Property Regime for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 15th day of April, 1989

My Commission Expires:

Joan V. Ellison
Notary Public

JOAN V ELLISON
NOTARY PUBLIC STATE OF INDIANA
MARION CO.
MY COMMISSION EXP. MAY 10, 1990
ISSUED THRU INDIANA NOTARY ASSOC.

Joan V. Ellison
Printed Name

Residing in Marion County, IN

THIS INSTRUMENT PREPARED BY
Eagles Knoll Co-Owners Assn - Board of Managers

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JUN 26 1989

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PIKE TOWNSHIP
ASSESSOR

~~890089907~~

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*Approved
D.O. 6/26/89
Sue Harmon*
CROSS REFERENCE

THIRD AMENDED DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
EAGLES KNOLL HORIZONTAL PROPERTY REGIME

THIS THIRD AMENDED DECLARATION, made this 24 th day of April,
1989 by EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.,

WITNESSETH:

CROSS REFERENCE

A. Whereas a Declaration of Horizontal Property
Ownership for Eagles Knoll Horizontal Property Regime and
Piet was filed in the office of the Marion County Recorder of
the 14th day of January, 1982, as Instrument Numbers 82-02453
and 82-02454 and,

B. Whereas a First Amended Declaration of Horizontal
Property Ownership - Eagles Knoll - Horizontal Property
Regime was filed in the office of the Marion County Recorder
on the 11th day of February, 1982, as Instrument Number 82-
07030 and,

C. Whereas on January 24, 1985, at a meeting of the
membership of Eagles Knoll Co-Owners Association, Inc.,
Declarant transferred the Project treated herein, to the
Eagles Knoll Co-Owners Association, Inc., and,

D. Whereas, on June 11, 1985, at the annual meeting of
the membership of Eagles Knoll Co-Owners Association, Inc.,
certain amendments to the By-Laws of said corporation were
adopted. These certain amendments were filed in the office of
the Marion County Recorder on the 12th day of August, 1985,
as Instrument Number 85-67487, and,

E. Whereas on April 24, 1989 at a special meeting of
the membership of Eagles Knoll Co-Owners Association, Inc.,
the following amendments to the Declaration and the By-Laws
were adopted, and same are now submitted for recordation in
accordance with the direction of I. C. 32-1-6-12 and Section
24 of the First Amended Declaration, and I. C. 32-1-6-25,
as follows:

DECLARATION

SECTION 1 was amended adding 1 Definitions before sub section
(a).

SECTION 3 was amended adding at first underlined area 4 and
second underlined area 5ldg. () Unit ()

SECTION 5 (a) was amended to read as follows:
Appurtenances. Each Dwelling Unit shall consist of
all space within the boundaries thereof as herein-after

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defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended --DELETE LINES 11-12-13-14-AND "normally designed" IN LINE 13-- for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.

NOTE: Waste lines including waste line vents on roof, water lines, gas lines, and furnace flues serving a Dwelling Unit are part of said Dwelling Unit whether said lines are within, partly within, or without the Dwelling Unit. Sky lights in the roof plus anti-flood lights are parts of the Dwelling Unit to which they are attached.

SECTION 5 (b) was amended to read as follows:
Boundaries. The boundaries of each Dwelling Unit are:

The vertical boundaries shall run from the lower surface of the lowest wood plate, from the pea gravel in the crawlspace area, and from the lowest surface of the garage slab, to the lower surface of the roof sheathing, except as otherwise provided in paragraph 5 (a).

The horizontal boundaries shall be the inside surface of the foundation and footings of the perimeter walls, the outside surface of the sheathing, the inside surface of the face brick surrounding the fireplace and chimney, and the exterior surfaces of all doors (including storm and security doors) and windows (including storm windows) of the respective Dwelling Units including the garages, except as otherwise provided in paragraph 5 (a).

Boundary lines between connecting Dwelling Units shall be the vertical center line of the wall/walls of connecting Dwelling Units.

SECTION 5 was amended as follows:

Common Area and Facilities. Common areas shall include (1) the Tract, (2) the respective Sections contained in that Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways and sidewalks designed to serve particular individual units, (4) central electricity, gas, water, and sanitary sewer mains located outside the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately referred to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring

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and conduits, and public utility lines located outside the perimeter walls of the Dwelling Units (7) all facilities and appurtenances located outside of the perimeter walls of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

SECTION 7 was amended as follows:

Delete sub section (a) and insert the following --

(a) The Dwelling Unit: - Roof shingles - roof sheathing - attic vents - flashing and counterflashing - gutters and downspouts - gutter fascia boards - soffit boards - brick catch boards - exterior wood panels - decorative entrance trim around front doors of townhouses - exterior wood panels and townhouse patios - patio concrete slabs - window shutters - crawlspace door walls, doors, and frames - fire place cleanout doors - crawlspace vents - all face brick including face brick of fireplace chimney - all foundations, footings, and piers.

SECTION 8 Change 16 to 17 in last line of the first paragraph.

SECTION 14

Maintenance, Deterioration Repairs and Replacements.
The Co-Owners' Association will be responsible for the maintenance, repairs, decoration, and replacement of the Dwelling Unit as follows:

Maintenance and repairs of all footings, foundations, piers, and roof sheathing.

Maintenance of the exterior surfaces shall consist of:

1. Repair and replacement of roof shingles - attic vents - flashing and counterflashing - gutters and downspouts - gutter fascia boards - soffit boards - brick catch board - exterior wood panels - decorative entrance trim around front doors of townhouses - exterior wood panels at townhouse patios - patio concrete slabs - window shutters - crawlspace door walls, doors, and frames - fireplace cleanout doors - all face brick including face brick of fireplace chimneys.
2. Preparation and painting of all exterior wood surfaces, exterior surfaces of exterior doors and garage doors. Also preparation and painting of all exterior metal surfaces which consist of waste line vents and furnace flues on roof, the crawlspace doors and frames, the fireplace cleanout doors, and the vents.

3. NOTE --- The Co-Owners' Association shall inspect all crawlspace periodically, (but no longer than a 7 year interval) as determined by the Board, at Co-Owners' Association expense for termites and other insects, and water. If there is a problem the Co-Owners' Association shall inform the Dwelling Unit owner of the problem/s and give the Dwelling Unit owner a reasonable amount of time, as defined by the Board, to correct said problem/s.

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NOTE ---All window and door repair or replacement, including frame and glass areas, is the obligation of the owner of the Dwelling Unit.
Retain all wording from -- The Board of Managers reserve --in line 4 to the end of Section 14.

BY-LAWS

Section 2.01 shall read as follows:

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") that shall be composed of nine (9) persons. No person shall be eligible to serve as a Manager unless he/she is an Owner. If an owner owns more than (3) three Dwelling Units he/she must be a resident of a Dwelling located within the Eagles Knoll Co-Owners Association boundaries in order to serve as a Manager.

SECTION 2.05. After the last word "qualified," add the following:

A Manager shall be removed from his/her office upon missing (2) three consecutive Board Meetings without prior notification to the President or the Vice President of his/her absence. The Board shall then appoint a new Manager from the co-owners comprising the Eagles Knoll Co-Owners Association.

All other provisions of said DECLARATION AND BY-LAWS OF THE HORIZONTAL PROPERTY OWNERSHIP EAGLES KNOLL HORIZONTAL PROPERTY REGIME remain unchanged.

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*Approved
DLS - 6/26/89
Frank [Signature]*

CROSS REFERENCE

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1 OF 4

**PIKE TOWNSHIP
ASSESSOR**

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**FOURTH AMENDED DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
EAGLES KNOLL HORIZONTAL PROPERTY REGIME**

THIS FOURTH AMENDED DECLARATION, made this 19th day of June, 1989 by EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.,

WITNESSETH:

A. Whereas a Declaration of Horizontal Property Ownership for Eagles Knoll Horizontal Property Regime and Plat was filed in the office of the Marion County Recorder of the 14th day of January, 1982, as Instrument Numbers 82-02453 and 82-02454 and,

B. Whereas a First Amended Declaration of Horizontal Property Ownership - Eagles Knoll - Horizontal Property Regime was filed in the office of the Marion County Recorder on the 11th day of February, 1982, as Instrument Number 82-07030 and,

C. Whereas on January 24, 1985, at a meeting of the membership of Eagles Knoll Co-Owners Association, Inc., Declarant transferred the Project treated herein, to the Eagles Knoll Co-Owners Association, Inc., and,

D. Whereas, on June 11, 1985, at the annual meeting of the membership of Eagles Knoll Co-Owners Association, Inc., certain amendments to the By-Laws of said corporation were adopted. These certain amendments were filed in the office of the Marion County Recorder on the 12th day of August, 1985, as Instrument Number 85-67487, and,

E. Whereas on April 24, 1989 at a special meeting of the membership of Eagles Knoll Co-Owners Association, Inc., certain amendments to the Declaration and the By-Laws were adopted. These certain amendments were filed in the office of the Marion County Recorder on the 26th day of April, 1989, as Instrument Number 890089007, and,

F. Whereas on June 13, 1989 at an annual meeting of the membership of Eagles Knoll Co-Owners Association, Inc., the following amendment to the Declaration was adopted, and same is now submitted for recordation in accordance with the direction of I. C. 32-1-6-12 and Section 104 of the First Amended Declaration.

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MARION COUNTY RECORDER

SECTION 35 was added as follows:

PERMANENT PATIO ENCLOSURES

This amendment allows co-owners to build patio enclosures in a manner that will add to the beauty and value of our condominium complex.

The complete patio enclosure structure will be part of the Dwelling Unit to which it is attached. This includes, but is not limited to, footings, foundations, walls, windows, doors, floors, ceiling, and roof.

The individual co-owner will be responsible for all costs involved in building said patio enclosures which include, but are not limited to, all start up fees, building costs, and maintenance costs of said patio enclosures.

The existing perimeter wall within the patio enclosure will be part of the Dwelling Unit and cease to be part of the limited area.

The existing patio slab either within or partially within or without the patio enclosure shall become part of the Dwelling Unit and cease to be part of the limited common area.

Enclosures shall not be used for storage areas.

COSTS: All costs are the responsibility of the co-owner/s requesting permission to build a patio enclosure. These costs are as shown below but are not limited to:

Lawyer fees, recording fees, architectural and engineering fees, and any other preliminary costs that may arise.

All repair and replacement of landscaping.

All building costs of the patio enclosures shall be borne by each individual co-owner building patio enclosures.

A surcharge fee will be payable to the EAGLES KNOLL CO-OWNERS ASSOCIATION, monthly or quarterly as determined by the Board, in advance, for the insurance and maintenance of the outside surfaces of the patio enclosure as prescribed in the Horizontal Property Declaration, Section 14. Said fees are to be established by the Board of Managers before permission is granted to build any patio enclosures. Future fees shall be adjusted in relation to costs as determined by the Board. Any costs over and above the surcharge fee for maintenance of exterior surfaces of the patio enclosure shall be paid by the Dwelling Unit owner.

PERMISSION TO BUILD PATIO ENCLOSURES: Permission must be granted to a co-owner by the board of managers before any work can be done on any patio enclosure.

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PATIO ENCLOSURE DESIGN: Patio Enclosures for all single story buildings and Building # 6 (2 story - 3 unit) are to be of one type and design, utilizing either screens, or windows/screens, and must match the existing building. The roof shall be of a hip roof design with shingles to match the existing shingles. Gutters, fascia board, soffit, and brick catch board are to match the existing structures. Bricks are to be of the same color and pattern as existing bricks and laid in such a way to match existing bricks. (6201 Apache Dr. shall be 2 sided instead of 3 sided but shall conform in all other respects to the design outlined above.)

Patio Enclosures for Buildings 1 - 5 - 10 (2 story - 4 unit) are to be of one type and design, utilizing either screens, or windows/screens, and must match or complement the existing building.

Patio Enclosures must be built according to architectural plans and specifications as approved by the Board of Managers. Patio Enclosures must comply with all Building Codes and Property Easements.

PATIO ENCLOSURE SIZE: Size and placement of patio enclosure must be consistent with architectural limitations of the existing building structure, building codes, and easements, and must be approved by the Board of Managers.

Patio enclosure size for all single story buildings and building # 6 shall not exceed 16'-0" X 12'-0" outside dimensions, and shall extend no more than 12'-0" from existing building. 6131 Apache Dr. shall retain its present size.

Patio enclosure size for Buildings 1 - 5 - 10 shall retain their present patio size.

All other provisions of said DECLARATION AND BY-LAWS OF THE HORIZONTAL PROPERTY OWNERSHIP EAGLES KNOLL HORIZONTAL PROPERTY REGIME remain unchanged.

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

EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

BY:

William H. Sibbing
William H. Sibbing, President

ATTEST:

Kyle Ann McKinley
Kyle Ann McKinley, Secretary

STATE OF INDIANA)
) So:
COUNTY OF MARION)

Before me, a Notary Public, personally appeared
William H. Sibbing....., as president and
Kyle Ann McKinley....., as secretary,
respectively, of Eagles Knoll Co-Owners Association Inc., a
corporation, who acknowledged the execution of the above and
foregoing Third Amended Declaration of Horizontal Property
Ownership Eagles Knoll Horizontal Property Regime for and on
behalf of said Corporation.

Witness my hand and Notarial Seal this June 21, 1999;
My Commission Expires:

April 22, 1991

Mary L. Harmon
Notary Public

Mary L. Harmon
Printed Name

Residing in Marion County, IN

THIS INSTRUMENT PREPARED BY
Mrs. Mary K. Galloway
and Mr. Robert F. Kern

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FILED

JUN 14 1993

**RESTATED DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
EAGLES KNOLL HORIZONTAL PROPERTY REGIME**

PIK TOWNSHIP
ASSESSOR

THIS RESTATEMENT OF THE DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP - EAGLES KNOLL HORIZONTAL PROPERTY REGIME, is made this 8th day of June, 1993 by the Co-Owners as more particularly described below.

WITNESSETH:

WHEREAS, the original developer ("Declarant") of the Eagles Knoll expandable horizontal property regime created the same by filing a Declaration of Horizontal Property Ownership for Eagles Knoll Horizontal Property Regime ("Original Declaration"), and the Plat thereof which were recorded in the Office of the Marion County Recorder on the 14th day of January, 1982, as Instrument Nos. 82-02453 and 82-02454, respectively, which created and established Section 1 of Eagles Knoll; and

WHEREAS, said Original Declaration and Plat were amended by the Declarant by a certain "First Amended Declaration of Horizontal Property Ownership - Eagles Knoll Horizontal Property Regime" which was recorded in the Office of the Marion County Recorder on the 11th day of February, 1982 as Instrument Nos. 82-07030 and 82-07031, respectively; and

WHEREAS, attached to the First Amended Declaration described above were the By-Laws of the Eagles Knoll Co-Owners Association, Inc.; and

WHEREAS, a Supplemental Declaration and Plat were recorded in the Office of the Marion County Recorder on the 14th day of May, 1982, as Instrument Nos. 82-24726 and 82-24727, respectively, whereby Section 3 was annexed and added to Eagles Knoll; and

WHEREAS, a Supplemental Declaration and Plat were recorded in the Office of the Marion County Recorder on the 19th day of November, 1982, as Instrument Nos. 82-65284 and 82-65285, respectively, whereby Section 4 was annexed and added to Eagles Knoll; and

WHEREAS, a Supplemental Declaration and Plat were recorded in the Office of the Marion County Recorder on the 28th day of July, 1982, as Instrument Nos. 82-40312 and 82-40313, respectively, whereby Section 5 was annexed and added to Eagles Knoll; and

WHEREAS, a Supplemental Declaration and Plat were recorded in the Office of the Marion County Recorder on the 9th day of May, 1983, as Instrument Nos. 82-30259 and 82-30260;

JOHN N. VORHEIS
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Inst # 1993-0071912

*Company name not on signature
lis. mcr/jh*

respectively, whereby Section 6 was annexed and added to Eagles Knoll; and

WHEREAS, a Plat was recorded in the Office of the Marion County Recorder on the 20th day of September, 1983, as Instrument No. 83-68803 whereby Section 7 was annexed and added to Eagles Knoll; and

WHEREAS, a Plat was recorded in the Office of the Marion County Recorder on the 29th day of May, 1984, as Instrument No. 83-39636 whereby Section 8 was annexed and added to Eagles Knoll; and

WHEREAS, the said Declaration and By-Laws were further amended by a certain "Second Amended Declaration of Horizontal Property Ownership - Eagles Knoll Horizontal Property Regime" which was recorded in the Office of the Marion County Recorder on the 12th day of August, 1985 as Instrument No. 85-67487; and

WHEREAS, said Declaration and By-Laws were further amended by a certain "Third Amended Declaration of Horizontal Property Ownership - Eagles Knoll Horizontal Property Regime" which was recorded in the Office of the Marion County Recorder on the 28th day of April, 1989, as Instrument No. 89-0039007 and re-recorded on the 26th day of June, 1989 as Instrument No. 89-006523; and

WHEREAS, said Declaration was further amended by a certain "Fourth Amended Declaration of Horizontal Property Ownership - Eagles Knoll Horizontal Property Regime" which was recorded in the Office of the Marion County Recorder on the 26th day of June, 1989 as Instrument No. 89-0060524; and

WHEREAS, the First Amended Declaration described above states in Section 24 thereof that the Declaration may be amended at a meeting duly called for such purpose upon the approval of no less than a majority of the Percentage Vote; and

WHEREAS, Section 7.01 of the By-Laws which are attached to the Declaration states that they 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; and

WHEREAS, the Board of Directors of the Eagles Knoll Co-Owners Association, Inc. and the Co-Owners desire to amend and restate the Code of By-Laws for the Eagles Knoll Co-Owners Association, Inc. as well as restate the provisions of the Declaration, all of the same have been amended and supplemented from time to time; and

WHEREAS, after notice was duly given, the annual meeting of the Co-Owners was held on the 8th day of June, 1993, at which

Owners holding 78 percent of the Percentage Vote were present, either in person or by proxy; and

WHEREAS, at said annual meeting, the Owners of Dwelling Units holding 78 percent of the total Percentage Vote voted to approve the Amended and Restated Code of By-Laws of the Eagles Knoll Co-Owners Association, Inc., as the same are attached hereto as Exhibit "A"; and

WHEREAS, at said annual meeting, the Owners of Dwelling Units holding 78 percent of the total Percentage Vote voted to approve the following Restatement of the Declaration and all amendments thereto for the convenience of the Co-Owners, after recognition that there are no material amendments herein which are being made to the Declaration as has been previously amended and supplemented in the manner described above.

NOW, THEREFORE, the undersigned officer of the Eagles Knoll Co-Owners Association, Inc., on behalf of the Co-Owners, hereby restates the Declaration of Horizontal Property Ownership - Eagles Knoll Horizontal Property Regime such that all of the Dwelling Units, Buildings, Common Areas and Limited Areas located within the Regime are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied and improved, subject to the following terms, conditions and restrictions, all of which were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Regime as a whole and of each of said Dwelling Units situated therein. All of the restrictions shall run with the land and shall be binding upon the past, present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Regime or any part thereof subject to such restrictions. This Restatement of the Declaration in no way nullifies or changes the Original Declaration, as amended and supplemented, or the effective dates of the Original Declaration and the prior amendments and supplements thereto.

1. Definitions.

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

- (c) "Association" or "Corporation" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.
- (d) "Board of Managers" or "Board of Directors" 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 Amended and Restated Code of By-Laws is attached to this Restated 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 the Original Declaration of Horizontal Property Ownership (recorded on January 14, 1982, as Instrument No. 82-02453), its successors and assigns to its interest herein, other than those persons who purchased Dwelling Units by deed from the Declarant, unless the conveyance indicated an intent that grantees became 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 17 of this Declaration for computing the adjustment to be made to the Percentage Interest applied to each Dwelling Unit as each Section is or has been annexed.
- (m) "Storage Areas" shall mean storage areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit, if any, as shown and designated on the Plans.
- (n) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known.
- (o) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "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.
- (r) "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.
- (s) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and accrues to the Owners thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest applicable to such Owner's Dwelling Unit.
- (t) "Section" means a part of the Tract upon which Dwelling Units are or were constructed and annexed to "the Regime" as provided in paragraph 16. Each particular Section shall be identified by an

Arabic numeral designation corresponding to the rules of annexation.

- (u) "Plans" means a plat showing the location of the buildings, the elevations, the dwelling units within the buildings, arabic identification numbers for each dwelling unit and the outside dimensions for each building for Section One, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be or have been 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 or were constructed on the Sections of the Tract when and if annexed to and made a part of "the Regime".
- (v) "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".
- (w) "Tract" means the total real estate described in paragraph C above, of which the respective Sections will be a part.

2. Declaration. The Declarant has heretofore expressly declared that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are four (4) Dwelling Units in Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered Building 1, Units 1, 2, 3 & 4. The Dwelling Units in the Additional Section or Sections, as annexed, are identified numerically, the exact number of Dwelling Units identified and referred to in the Supplemental Declarations and Supplemental Plans which have annexed such Section or Sections to "the Regime".

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

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

5. Further Description of Dwelling Unit:

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

Note: Waste lines including waste line vents on roof, water lines, gas lines, and furnace flues serving a Dwelling Unit are part of said Dwelling Unit whether said lines are within, partly within, or without the Dwelling Unit. Sky lights in the roof plus entry and flood lights are parts of the Dwelling Unit to which they are attached.

- (b) Boundaries. The boundaries of each Dwelling Unit are:

The vertical boundaries shall run from the lower surface of the lowest wood plate, from the pea gravel in the crawlspace area, and from the lowest surface of the garage slab, to the lower surface of the roof sheathing, except as otherwise provided in paragraph 5(a).

The horizontal boundaries shall be the inside surface of the foundation and footings of the perimeter walls, the outside surface of the sheathing, the inside surface of the face brick surrounding the fireplace and chimney, and the exterior surfaces of all doors (including storm and security doors) and windows (including storm windows) of the respective Dwelling Units including the garages, except as otherwise provided in paragraph 5(a).

Boundary lines between connecting Dwelling Units shall be the vertical center line of the wall/walls of connecting Dwelling Units.

6. Common Area and Facilities. Common areas means and include (1) the Tract, (2) the respective Sections contained in that Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways and sidewalks designed to serve particular individual units, (4) central electricity, gas, water, and sanitary sewer mains located outside the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, and public utility lines located outside the perimeter walls of the Dwelling Units, (7) all facilities and appurtenances located outside of the perimeter walls of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

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

- (a) The Dwelling Unit. Roof shingles - roof sheathing - attic vents - flashing and counterflashing - gutters and downspouts - gutter fascia boards - soffit boards - brick catch boards - exterior wood panels - decorative entrance trim around front doors of townhouses - exterior wood panels and townhouse patios - patio concrete slabs - window shutters - crawlspace door wells, doors, and frames - fireplace cleanout doors - crawlspace vents - all face brick including face brick of fireplace chimney - all foundations, footings, and piers.
- (b) Entranceways. The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) Patios and Balconies. The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (d) 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 Area and Percentage Interest. 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 accordance with the Formula set forth in paragraph 17 of this Declaration.

Each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in all Sections. If any Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation will automatically reduce in accordance with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Area of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration.

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 the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

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

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

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and 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 made according to the Percentage Interest and the Formula and will apply to all real estate in Sections effectively brought into the Horizontal Property

Regime. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to the Percentage Interest.

- (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 Formula and paid for according to the Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities, which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of "the Regime" in performance of their duties. An easement is also granted for all areas of "the Regime" including privately owned units, to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is an association of the Co-Owners of the Dwelling Units in "the Regime" known as the Eagles Knoll 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 Replacement. The Co-Owners' Association will be responsible for the maintenance, repairs, decoration, and replacement of the Dwelling Unit as follows:

Maintenance and repairs of all footings, foundations, piers, and roof sheathing.

Maintenance of the exterior surfaces shall consist of:

1. Repair and replacement of roof shingles - attic vents - flashing and counterflashing - gutters and downspouts - gutter fascia boards - soffit boards - brick catch board - exterior wood panels - decorative entrance trim around front doors of townhouses - exterior wood panels at townhouse patios - patio concrete slabs - window shutters - crawlspace door wells, doors, and frames - fireplace cleanout doors - all face brick including face brick of fireplace chimneys.

2. Preparation and painting of all exterior wood surfaces, exterior surfaces of exterior doors and garage doors. Also preparation and painting of all exterior metal surfaces which consist of waste line vents and furnace flues on roof, the crawlspace doors and frames, the fireplace cleanout doors, and the vents.

3. NOTE: The Co-Owners Association shall inspect all crawlspaces periodically, (but no longer than a 7 year interval) as determined by the Board, at Co-Owners Association's expense for termites and other insects, and water. If there is a problem the Co-Owners Association shall inform the Dwelling Unit Owner of the problem(s) and give the Dwelling Unit Owner a reasonable amount of time, as defined by the Board, to correct said problem(s).

NOTE: All window and door repair or replacement, including frame and glass areas, is the obligation of the Owner of the Dwelling Unit.

The Board of Managers reserves the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decor of his/her Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might

adversely affect any Dwelling Unit, Common Area or Limited Areas. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

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

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintain the 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 and within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. At the time of the Original Declaration, Declarant anticipated that it would construct additional Dwelling Units on the Additional Sections by expansion within the tract, all or part of which would be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development was not to exceed sixty-four (64) units total. A time limit, not exceeding ten (10) years, was established as the limit where additional Sections would be and were added. A total of fifty (50) units were developed.

No owner shall acquire any rights whatsoever in the Tract except as to those Sections which were annexed to and made a part of the Horizontal Property Regime. After each Section was purportedly completed according to the plans, Declarant turned that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over then incurred and paid all Common Expenses attendant with that Section or Sections according to the Formula and their respective Percentage Interest.

17. Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will 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 was and shall be computed and, upon the annexation of Additional Sections, same shall have been recomputed dividing among the then-existing Dwelling Unit Owners 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 where the number of units is not evenly divisible into 100 so that the total interest and vote equals 100% at all times.

As each Section was developed, Declarant recorded a Supplemental Declaration annexing and adding such Section to the Original Declaration and making it a part of "the Regime". Such Supplemental Declarations were to 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, acknowledged, consented, and agreed that the following rights and conditions were applicable upon the recording of each Supplemental Declaration:

- (a) The Section described in each Supplemental Declaration would be and was and is governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest applicable to each Dwelling Unit would be and was and is automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration, based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit was reduced thereby was 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 would be and was and is deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit was, 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 would be and was and is deemed to include any additional Common

Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration was to grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit would be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage would 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 would not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section already a part of the Regime prior to such recording. The lien for the prorata share of Common Expenses for the Sections annexed upon such recording would be assessed and paid as provided in the By-Laws.
- (f) Each Owner agreed for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is, was 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 were in accordance with the Formula expressed herein, would be deemed to be made by agreement of all Owners.
- (g) Each Owner agreed to execute and deliver such documents as were necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 16.
- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, thereby appointed 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 17, 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 were deemed to be coupled with an interest, were irrevocable and binding upon the heirs, successors and assigns of such Owner, but expired when all of the

Additional Tract had been annexed, Declarant turned the project over to the Co-Owners, or on October 1, 1990, whichever first occurred.

In the event Declarant did not elect to annex Additional Sections within the Tract or any part thereof, as permitted by this paragraph 17, Declarant was to file a Supplemental Declaration which would permanently remove that part of the Tract that had not been annexed from any right to be made a part of "the Regime"; provided, however, any Section for which a Supplemental Declaration had not been filed by October 1, 1990, would 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 could not be and cannot now be altered without the consent of all Owners.

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

The easements granted and reserved in this paragraph 18 shall be easements and covenants running with the land and accruing to the benefit of the Additional Sections as the same have been previously annexed.

19. Insurance. The Co-Owners shall obtain fire and extended coverage insurance insuring the Dwelling Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the several building units and common areas all pursuant to the Act (IC 32-1-6-18 et seq.) and such insurance shall:

- (1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 20, 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 protection for any insurance proceeds so received.

The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if so deemed necessary or appropriate by the Board of Managers. 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. 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.

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

- (a) Partial Destruction. In the event that less than two-thirds of the Dwelling Units in any Building are destroyed by the occurrence of fire or other casualty, then such Building shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the costs of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense. The division of such Proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Dwelling Units are located in the same Building and are partially destroyed.

- (b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds of the Dwelling Units in any Building are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damages or destruction by a majority vote of all of the Owners. If such approval is not obtained, the provisions of Section 21 of the Act shall apply. (I.C. 32-1-6-21)
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.
- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (if it elects to do so), that holds mortgages on 51% of the Dwelling Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith:

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 reserved the mode and method of the original sale of each Unit until the last unit in the Regime was 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 Original Declaration and any subsequent amendments and Supplemental Declarations, 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.

The Board of Managers reserves the right to construct recreational facilities within the Tract without being compelled to do so. In the event such facilities are to be constructed, those Co-Owners taking title to their respective Dwelling Unit prior to such decision to so construct recreational facilities shall have the option to participate in the common expense

therefor. Those Co-Owners taking title to their respective Unit after such decision may be required by the Board to share in the common expense therefor.

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 or attempted violation of these provisions, but there shall be no right of 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 Sections and reassignment of Percentage Interest in the respective Sections, however, were not subject to the conditions of this Section and were capable of being adopted by the Board of Managers without notice.
- (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 designed 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. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.
- (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 and Mortgagees, except as otherwise provided relating to annexation;
 - (2) The provisions of paragraph 20 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees where mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws.
- (f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

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 or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and Regulations applicable thereto as each may be amended from time to time.

26. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is

hereby conferred, among other things in the Agreement for Power of Attorney and Power of Attorney executed by each Co-Owner.

27. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

28. 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.

29. 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.

30. 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.

31. Plans. The Plans, as described in paragraph 1(u) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, under No. 82-02454, as of January 14, 1982, and amended Plans as were, from time to time, so filed pursuant to the Original and First Amended Declaration.

32. Drainage & Sewer Easements. Declarant reserved the open areas of the Tract as an undefined Drainage and Sewer Easement (D. & S. Easement). In doing so, it was 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 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.

33. Additional Easement Rights. Declarant further reserved 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 deemed necessary or appropriate, for ingress, egress, utility and similar purposes on or within the tract or any portion of the Tract. Declarant further reserved the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana and any Owner of any Dwelling Unit did and shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section were not to be exercised in a manner which unreasonably and adversely affected any Building or portion thereof or any Dwelling Unit Owner's use or enjoyment thereof or which unreasonably restricted the rights of ingress and egress to any Dwelling Unit. The rights and easements reserved by Declarant in this Section run with the land and Declarant's right to further alter or grant easements automatically terminated one (1) year after Declarant conveyed the last Dwelling Unit within the property or on October 1, 1990, whichever first occurred.

34. Permanent Patio Enclosures. This section allows Co-Owners to build patio enclosures in a manner that will add to the beauty and value of our condominium complex.

The complete patio enclosure structure will be part of the Dwelling Unit to which it is attached. This includes, but is not limited to, footings, foundations, walls, windows, doors, floors, ceilings, and roof.

The individual Co-Owner will be responsible for all costs involved in building said patio enclosures which include, but are not limited to, all start-up fees, building costs, and maintenance costs of said patio enclosures.

The existing perimeter wall within the patio enclosure will be part of the Dwelling Unit and cease to be part of the Limited Area.

The existing patio slab either within or partially within or without the patio enclosure shall become part of the Dwelling Unit and cease to be part of the Limited Common Area.

Enclosures shall not be used for storage areas.

COSTS: All costs are the responsibility of the Co-Owner(s) requesting permission to build a patio enclosure. These costs are as shown below but are not limited to:

Lawyer fees, recording fees, architectural and engineering fees, and any other preliminary costs that may arise.

All repair and replacement of landscaping.

All building costs of the patio enclosures shall be borne by each individual Co-Owner building patio enclosures.

A surcharge fee will be payable to the EAGLES KNOLL CO-OWNERS ASSOCIATION, INC., monthly or quarterly as determined by the Board, in advance, for the insurance and maintenance of the outside surfaces of the patio enclosure as prescribed in Section 14 hereof. Said fees are to be established by the Board of Managers before permission is granted to build any patio enclosures. Future fees shall be adjusted in relation to costs as determined by the Board. Any costs over and above the surcharge fee for maintenance of exterior surfaces of the patio enclosure shall be paid by the Dwelling Unit owner.

PERMISSION TO BUILD PATIO ENCLOSURES: Permission must be granted to a Co-Owner by the Board of Managers before any work can be done on any patio enclosure.

PATIO ENCLOSURE DESIGN: Patio Enclosures for all single story buildings and Building #6 (2 story - 3 unit) are to be of one type and design, utilizing either screens, or windows/screens, and must match the existing building. The roof shall be of a hip roof design with shingles to match the existing shingles. Gutters, fascia board, soffit, and brick catch board are to match the existing structures. Bricks are to be of the same color and pattern as existing bricks and laid in such a way to match existing bricks. (6201 Apache Dr. shall be 2 sided instead of 3 sided but shall conform in all other respects to the design outlined above).

Patio Enclosures for Buildings 1 - 5 - 10 (2 story - 4 unit) are to be of one type and design, utilizing either screens, or window/screens, and must match or compliment the existing building.

Patio Enclosures must be built according to architectural plans and specifications as approved by the Board of Managers. Patio Enclosures must comply with all Building Codes and Property Easements.

PATIO ENCLOSURE SIZE: Size and placement of patio enclosure must be consistent with architectural limitations of the existing building structure, building codes, and easements, and must be approved by the Board of Managers.

Patio enclosure size for all single story buildings and Building #6 shall not exceed 16'-0" x 12'-0" outside dimensions, and shall extend no more than 12'-0" from existing building. 6131 Apache Dr. shall retain its present size.

Patio enclosure size for Buildings 1 - 5 - 10 shall retain their present patio size.

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

EAGLES KNOLL CO-OWNERS
ASSOCIATION, INC.

William H Sibbing

By: William H. Sibbing
President

By: Edward F Pendergast
Secretary
Edward F Pendergast

ATTEST

Robert F Kern
Robert F Kern

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared William N. Hillberg, as President, and Charles F. Bardsley, Secretary, respectively, of Eagles Knoll Horizontal Property Regime, a corporation, who acknowledged the execution of the above and foregoing Restated Declaration of Horizontal Property Ownership for and on behalf of said Corporation and the members thereof.

Witness my hand and notarial seal this 15 day of June, 1993.

My Commission Expires:

3-19-96

County of Residence: Marion

Doris Ison
Notary Public

Printed Name: DORIS ISON

This Instrument prepared by and should be returned to P. Thomas Murray, Jr., Lewis & Kappes, 1210 One American Square, Indianapolis, IN 46282.

eagleknoll.org

AMENDED AND RESTATED CODE OF BY-LAWS OF
EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

An Indiana Nonprofit Corporation

Exhibit "A"

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AMENDED AND RESTATED CODE OF BY-LAWS OF
EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

An Indiana Nonprofit Corporation

ARTICLE I

NAME

Section 1.1. Name. The name of this Corporation is Eagles Knoll Co-Owners Association, Inc. (hereinafter referred to as "Corporation").

ARTICLE II

IDENTIFICATION & APPLICABILITY

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Corporation. These By-Laws shall also constitute the By-Laws of the Corporation.

Section 2.2. Individual Application. Each of the Owners within Eagles Knoll horizontal property regime shall automatically and mandatorily be Members in the Corporation and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Dwelling Units, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Declaration of Horizontal Property Ownership for Eagles Knoll Horizontal Property Regime, said Declaration being recorded in the Marion County Recorder's Office on the 14th day of January, 1982, as Instrument No. 82-02453, the Articles of Incorporation, the rules and regulations of the Corporation, the provisions hereof, and to any amendments to such documents. All of the Owners, Co-Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Dwelling Unit or any part of the Property shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Horizontal Property Act and the Indiana Nonprofit Corporation Act of 1991 (the "Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and

govern the interpretation of the Articles of Incorporation and these Code of By-Laws. The definitions and terms, as defined and used in the Declaration, shall have the same meaning in the Articles of Incorporation and these Code of By-Laws.

ARTICLE III

MEETINGS OF CORPORATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Co-Owners shall be held for the purpose of electing the Board of Directors, receiving and 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, the Articles, or the Act.

Section 3.2. Annual Meeting. The annual meeting for the Members of the Corporation shall be held on the second Tuesday of June in each calendar year. At each annual meeting, the Co-Owners shall elect the Board of Directors of the Corporation in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Members of the Corporation may be called by the President, by resolution of the Board of Directors or upon a written petition of the designated Dwelling Unit Owners of not less than ten percent (10%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.4. Notice and Place of Meetings. All meetings of the members of the Corporation shall be held on the Property or at any suitable place in Marion County, Indiana, as may be designated by the Board of Directors. Written notice stating the time, place of any meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation to each member entitled to vote thereat not less than fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Co-Owners as part of a newsletter or other publication regularly sent to the Owners constitutes a written notice. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Owners at their respective addresses as the same shall appear upon the records of the Corporation. A copy of each such written notice shall also be

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(d) Proxy. A designated Dwelling Unit Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the designated Dwelling Unit Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary of the Corporation prior to the commencement of the meeting. No such proxy shall remain valid for longer than one (1) year from the date of its execution, unless a longer term is specified in the proxy. Notwithstanding anything else herein to the contrary, no Owner or any other person or entity shall be entitled to cast the votes of more than three (3) proxies on any matter voted upon by the Members.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, or the Articles or the Act, the presence of designated Dwelling Unit Owners or their duly authorized representatives owning at least forty percent (40%) of the total Percentage Vote shall constitute a quorum at all meetings. Unless otherwise required herein or by the Act, the designated Dwelling Unit Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough designated Dwelling Unit Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term "Majority of Owners" shall mean at least twenty-six (26) of the fifty (50) designated Dwelling Unit Owners which is at least fifty-one percent (51%) of the total Percentage Vote, and the term "Majority of the Vote" shall mean a majority of the votes of the designated Dwelling Unit Owners present or represented at such meeting at which a quorum is present.

Section 3.6. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Corporation. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) Minutes. The minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto shall have been mailed to all Owners prior to the annual meeting and shall not be read at the annual meeting.

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

(3) Budget. The proposed budget for the current fiscal calendar year shall be presented to the Owners for approval or amendment.

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Corporation at least ten (10) days prior to the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Owner shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation 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 as defined in Section 3.5(e) hereof.

(6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Declaration or assigned by the Board of Directors shall be presented.

(7) Adjournment. Upon completion of all business before the Corporation, the President, upon the motion of any Owner, seconded, and voted upon by the Members, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Owners for the upcoming year.

Section 3.7. Conduct of Special Meeting. The President of the Corporation shall act as Chairman of any special meetings of the Corporation if he or she is present. The Chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Written Ballots. In lieu of any annual or special meeting of the Owners, written ballots may be utilized in the manner prescribed in the Act.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1. Board of Directors. The affairs of the Corporation shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The term "Board of Directors", as used herein, shall be synonymous with the term "Board of Managers" as defined and used in the Declaration. The Board of Directors shall be composed of nine (9) persons who each own at least one (1) Dwelling Unit. No reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. If an Owner owns more than three (3) Dwelling Units he/she must be a resident of a dwelling located within the Eagles Knoll Co-Owners Association boundaries in order to serve as a director.

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other 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 Directors, except that no single Dwelling Unit may be represented on the Board of Directors by more than one person at a time.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Corporation. Each Director shall serve a term of three (3) years. One-third (1/3) of the persons on the Board of Directors shall be elected at each annual meeting of the Corporation. In the event the number of persons on the Board is not divisible by three, the number of Directors' positions available for election at the annual meetings shall be such number as to as closely approximate as possible the one-third requirement. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Each Director shall hold office throughout the term of his or her election until his or her successor is elected and qualified.

Section 4.4. Removal of Directors. A Director or Directors elected by the Owners or elected by the Directors to fill a vacancy, may be removed by the Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors elected by the Owners may be removed by the Owners only at a meeting called for the purpose of removing the Director(s).

The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s). A director shall be removed from his/her office upon missing three (3) consecutive Board meetings without prior notification to the President or the Vice President of his/her absence. The Board shall then appoint a new Director from the co-owners comprising the Eagles Knoll Co-Owners Association.

Section 4.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

(a) Protection, repair and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of the Owners; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(b) Procuring of utilities, removal of garbage and waste if not provided by the municipality, and snow removal from the Common Areas;

(c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;

(d) Surfacing, paving, and maintaining streets, parking areas, garages and sidewalks, and the regulation of the use thereof;

(e) Assessment and collection from the Owners of the Owners' pro-rata share of the Common Expenses;

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

(g) Preparing and delivering annually to the Co-Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner simultaneously with delivery of the notice of the annual meeting of the Owners;

(h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours;

(i) Procuring and maintaining in force all insurance coverage required by the Declaration;

(j) Performing such other duties as may be reasonably inferred from the provisions of the Declaration.

Section 4.6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(b) To purchase for the benefit of the Co-Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(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, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, of the benefit of the Owners, and the Corporation;

(d) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;

(e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and Limited Areas;

(f) To include the costs of all of the above and foregoing as Common Expenses of the Corporation and to pay all of such costs therefrom;

(g) To open and maintain a bank account or accounts in the name of the Corporation and to designate the signatories thereto;

(h) 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 provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Limitations on Board Action. The authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Three Thousand Dollars (\$3,000.00), unless the prior approval of a Majority of Owners (as defined in Section 3.5(e) hereof) is obtained, except in the following cases:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty, where the cost 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; and

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

The said Three Thousand Dollar (\$3,000.00) maximum shall automatically be adjusted every five (5) years from the date of recording of these Amended By-Laws to reflect changes in the purchasing power of the dollar, as determined by the most recently published annual GNP Implicit Price deflator or any comparable index.

Section 4.8. Compensation. No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a Majority of Owners as defined in Section 3.5(e) hereof.

Section 4.9. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other board meetings, the Secretary shall give

notice of such meetings of the Board to each Director 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 (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. To the extent provided in the Act, a director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is considered to be present in person at the meeting.

Section 4.10. Waiver of Notice. Before or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.12. Bond. The Board of Directors may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 4.13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Corporation shall be as set forth in the Act, as the same may be amended from time to time.

ARTICLE V

OFFICERS

Section 5.1. Officers of the Corporation. The principal officers of the Corporation shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. 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 5.2. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the first meeting of the Board following each election thereof. Each officer shall hold office for one (1) year or until his successor shall have been duly elected and qualified, unless earlier removed by the Board of Directors. Upon recommendation of a majority of all members of the Board, any officer may be removed either with or without cause and his or her successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.3. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. The President shall preside at all meetings of the Corporation and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of a nonprofit corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he or she may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe.

Section 5.4. The Vice-President. The Vice-President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him or her by the Board or by the President.

Section 5.5. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of proceedings of

such meetings, shall authenticate the Corporation's records, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.6. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Corporation. He or she shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Corporation.

Section 5.7. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE VI

ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 6.1. Right of Entry. An Owner or occupant of a Dwelling Unit shall be deemed to have granted the right of entry to his Dwelling Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his or her Dwelling Unit, the Building located therein, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Dwelling Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, 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 6.2. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Property as the Board may deem desirable, including but not limited to the use of the Common Areas and Limited Areas and Dwelling Units. Such rules as are

adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VII

INDEMNIFICATION

Section 7.1. Indemnification of Directors. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended.

Section 7.2. Indemnification of Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation as provided in the Indiana Nonprofit Corporation Act of 1991, as it now exists or as hereinafter amended. In addition, every person (and the heirs and personal representatives of such person) who is or was an officer of the Corporation shall be indemnified by the Corporation to the same and fullest extent that directors are indemnified by the Corporation as provided for in the Indiana Nonprofit Corporation Act of 1991, as it now exists or is hereinafter amended.

ARTICLE VIII

NOTICES AND MORTGAGES

Section 8.1. Notice to Association. Any Owner who places a first mortgage lien upon his Dwelling Unit or the Mortgagee thereof may notify the Secretary of the Corporation and provide the name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter or which

he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.2. Notice of Unpaid Assessments. Upon ten (10) days written notice to the Corporation and the payment of a reasonable fee, the Corporation shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Dwelling Unit, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Dwelling Unit, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Corporation in favor of any person relying thereon in good faith, and any Mortgagee or grantee of the Dwelling Unit shall not be liable for nor shall the Dwelling Unit conveyed be subject to any lien for any unpaid assessments in excess of the amount set forth in such statement.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 9.2. Personal Interests. Except as permitted under Section 4.8 hereof, no Member of the Corporation shall have or receive any earnings from the Corporation; provided, however, that a Member who is an officer, director, employee, or agent of the Corporation may be reimbursed for expenses incurred on the Corporation's behalf.

Section 9.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer, and a person designated by the Board of Directors.

ARTICLE X

AMENDMENT TO BY-LAWS

Section 10.1. Amendment. These By-Laws may be amended by a Majority of the Owners as defined in Section 3.5(e) hereof in a duly constituted meeting called for such purpose, except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

ARTICLE XI

ASSESSMENTS

Section 11.1. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Corporation, 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.

Section 11.2. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Dwelling Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments; and (2) Special Assessments; such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, late fees, costs, reasonable attorney's fees, and any other obligation which may be charged to an Owner pursuant to the Declaration or these By-Laws, shall be a charge on the Dwelling Unit, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title, unless expressly assumed by them.

Section 11.3. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed annual budget shall take into consideration all anticipated costs and expenses necessary for maintenance and repair of the Common Areas and Limited Common Areas, together with necessary insurance, reserve fund for replacements, maintenance, and operation of the community activities facilities of the Corporation, and for any other necessary function for such maintenance and operation of the Property and the Regime.

Section 11.4 Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on the Percentage Interest of each Unit as it relates to the total membership of the Corporation. Immediately following the adoption of the annual budget, each Owner shall be given written

notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Dwelling Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the regular assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Dwelling Unit as of the first day of the month after adoption.

Section 11.5. Special Assessments. In addition to the Regular Assessments authorized above, the Corporation 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 expense of any other contingencies; provided that any such assessments shall have the assent of a Majority of the Vote (as defined in Section 3.5(e) hereof) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Each Owner of a Dwelling Unit shall pay to the Corporation a Special Assessment based on the same Percentage Interest as the Regular Assessment as defined above, of the total sum approved to meet the costs and expenses as heretofore provided.

The amount of the Regular Assessment or of any Special Assessment provided for in this Section, shall be assessed as a lien at the beginning of each Regular Assessment period or at the time of Special Assessment, as the case may be. Each assessment shall be due and payable within fifteen (15) 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 the Corporation 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.

Both annual and special assessments may be collected on a monthly basis.

Section 11.6. Failure of Owner to Pay Assessment. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the common Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Dwelling Unit belonging to him or her. Each Owner shall be

personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the lien for such Assessment on the Owner's Dwelling Unit may be foreclosed by the Board for and on behalf of the Corporation as provided by law or contract. Upon the failure of an Owner to make payments of any Regular Assessment or Special Assessment within fifteen (15) days after such are due, the Board may, in its discretion, (1) impose a late charge of up to twenty-five percent (25%) of the amount in default, (2) accelerate the entire balance of the unpaid Assessments for the remainder of the current fiscal year and declare the same immediately due and payable, notwithstanding any other provisions of hereof to the contrary, and (3) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended. In any action to foreclose the lien for Assessments, the Owner and any occupant shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Dwelling Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Dwelling Unit.

Section 11.7. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Property subject to assessment. Notwithstanding anything contained in this section or elsewhere in these By-Laws or the Declaration, any sale or transfer of a Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which become due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability or any installments of Regular or Special Assessments thereafter

becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Dwelling Unit from which it arose).

Section 11.8. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Dwelling 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, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Dwelling Unit.

ARTICLE VII

RESTRICTIONS

Section 12.1. The following restrictions on the use and enjoyment of the Dwelling Units, Common Areas, Limited Areas, and the Property and, in addition, to those set forth in the Declaration. These are as follows:

(a) All Dwelling Units and the Buildings situated therein shall be used exclusively for residential purposes and occupancy for a Single Family. A "Single Family" is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants with a common kitchen and dining area.

(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 Dwelling 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 his or her Dwelling 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 Dwelling Units, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, or on or upon any balcony or patio, and no sign, awning, canopy, shutter, or radio or

television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other part of the Building without the prior written consent of the Board.

(f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats, or customary household pets may be kept in a Dwelling 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 or her 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.

(g) Nothing shall be done or permitted in any Dwelling Unit which will impair the structural integrity of any Dwelling Unit or Building or which would structurally change any Dwelling Unit or 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 Property 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, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

(h) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by Owners.

(i) 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 other than home professional pursuits clearly incidental to the residential use of the Dwelling Unit without employees, public visits or non-residential storage, mail or other use of a Dwelling Unit.

(j) 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 Dwelling Unit

or Building without the prior consent of the Board; provided, however, that the right is reserved by the Board to place or allow to be placed "For Sale" or "For Lease" signs on any unsold or unoccupied Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Dwelling Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited 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 Property.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description shall be permitted, parked, or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. The parking of any type or kind of vehicle shall not be permissible upon the streets within the Property.

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

(n) All trash or refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Directors.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Amended and Restated Code of By-Laws and certify the truth of the facts herein stated, this 15 day of JUNE, 1993.


Signature

William H. Sibbing
Printed

President
Title

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State,
personally appeared WILLIAM H. SIBLING, the PRESIDENT
of FAULKES KNOLL CO-BURNERS ASSN who acknowledged execution of
the foregoing STATEMENT for and on behalf of said
ASSOCIATION and who, having been duly sworn, stated that
the representations contained herein are true.

Witness my hand and Notarial Seal this 15th day of

June, 1993.

Oris Jones
Notary Public

My Commission Expires:

3-19-96

Residence County: MARION

8191401.071
6/23/93

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AMENDMENT TO BY-LAWS

EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

ARTICLE IV
Board of Directors

(Page 6) Section 4.1 Line seven.
Change "nine (9)" to "six (6)"

(Page 6) Section 4.3.
After the last sentence ending with "elected and qualified." Add the following sentences:

The Eagles Knoll Co-Owners Association will not elect a member to replace retiring Mrs. Louise Gordon.

This sentence is to be deleted from the By-Laws on June 13, 2000 when the term she held expires.

This is a cross reference to Instrument No. 1993-0071912 - By Laws of Eagles Knoll Co-Owners Association, Inc.

08/26/99 10:01AM WANDA MARTIN MARION CTY RECORDER HNB 14.00 PAGES: 2

Inst # 1999-0160760

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Amendment to the By-Laws and state that it was voted upon and passed at the Annual Meeting held June 8, 1999 by vote of 33 co-owners (26 to pass) and certify the truth of the facts herein stated, this 24th day of August, 1999.

EAGLES KNOLL CO-OWNERS ASSOCIATION, INC.

William H. Sibbing
Signature

William H. Sibbing
Printed

President
Title

STATE OF INDIANA)
)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared William H. Sibbing, the President of Eagles Knoll Co-Owners Association, Inc. who acknowledged execution of the foregoing statement for and on behalf of said Association and who, having been duly sworn, stated that the representations contained herein are true.

WITNESS my hand and Notarial Seal this 24th day of August 1999.

Jeffrey L. Price
Notary Public JEFFREY L. PRICE

My Commission Expires:

9/20/00

Residence County: MARION

*This Document prepared by Kirkpatrick Management Co., Inc. Agent for Eagles Knoll Co-Owners Association, Inc.
Mary Lou Carey, Property Manager