

CROSS REFERENCE

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DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR
HARRISON SQUARE CONDOMINIUMS

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FOR RECORDATION

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COUNTY CLERK

George W. Thompson

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WHEREAS, DJM Company, Inc., an Indiana Corporation, ("Grantor") owns certain real property herein described: and

WHEREAS, Grantor has improved or will improve such property by erecting four (4) buildings containing twenty-seven (27) living units to be known as Harrison Square Condominiums, in accordance with the plans and specifications on record in the Office of the Recorder of Marion County, Indiana as File Number 85-79440; and

WHEREAS, Grantor establishes by this Declaration a plan for the individual ownership of the real property estate, consisting of the area or space contained in each of the units in the multi-family structures, and the co-ownership by the individual and separate owners thereof ("Owners"), as tenants in common, of all of the remaining real property ("Common Areas and Facilities"); to be governed by the provisions of Indiana Horizontal Property Law as now or hereafter amended;

NOW THEREFORE, Grantor, as fee owner of the real property described in Exhibit "A" hereto ("Property"), hereby submits the Property to the provisions of Indiana Horizontal Property Law and makes the following declaration as to division, covenants, restrictions, limitations, and uses to which the Property may be put. This Declaration shall constitute covenants to run with

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the land and shall be binding upon Grantor, its successors and assigns, and upon all subsequent Owners of all or any part of the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. Creation. Grantor, in order to establish a plan of condominium ownership for the Property covenants and agrees that it divides the Property into the following separate freehold estates:

- (a) Twenty-seven (27) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each residential unit in the structure, including the garage ("Residences").
- (b) Common areas serving exclusively one or more, but less than all of the Residences, including walkways, fences, exterior surfaces and associated fixtures of doors, windows and entryways and any other areas so designated on the Plans ("Limited Common Areas").
- (c) The remaining portion of the real property, including the four multifamily structures and the Property, the land, roofs, main walls, slabs, unassigned parking spaces, community facilities, water tanks, trees, pavement, balconies, pipes, wires, conduits, air conditioners, ducts, and public utility lines ("Common Area and Facilities").

2. Interest in Common Areas. For purposes of this Declaration the ownership of each Residence shall include the respective undivided interest in the common areas and facilities specified in ~~Exhibit B hereto~~ ^{the floor plans as referenced above} and each Residence, together with the undivided interest in the common areas and facilities attributable thereto, shall be referred to herein as a "Condominium Unit."

3. Description of Building and Unit. There are four (4) two-story buildings containing a total of 27 individual residences and six garage spaces. The twenty-seven (27)

Individual residences and six garage spaces established and to be individually conveyed are described as follows:

<u>Unit</u>	<u>Unit Type</u> <u>Bathrooms</u>	<u>Unit</u> <u>Sq. Ft.</u>
<u>1304 N. Alabama Street</u>		
A	Studio/1	639
B	Studio/1	639
C	Studio/1	639
D	Studio/1	639
E	Studio/1	656
F	Studio/1	656
G	Studio/1	656
H	Studio/1	656

1322 N. Alabama Street

A	Studio/1	639
B	Studio/1	639
C	Studio/1	639
D	Studio/1	639
E	Studio/1	656
F	Studio/1	656
G	Studio/1	656
H	Studio/1	656

224 E. 13th Street

A	Studio/1	639
B	Studio/1	639
C	Studio/1	639
D	Studio/1	639
E	Studio/1	656
F	Studio/1	656
G	Studio/1	656
H	Studio/1	656

1321 N. Hudson Street

1	Garage	262
2	Garage	262
3	Garage	262
4	Garage	262
5	Garage	262
6	Garage	262
A	Studio/1	618
B	Studio/1	618
C	Studio/1	618

850079441

4. Allocation of Percentage Interest in Common Areas. The undivided interest in the Common Areas and Facilities established herein that shall be included in and conveyed with each respective Residence is as set out in ~~Article B~~ ^{the floor plans as referenced above Joe}. Such respective undivided interests, established and to be conveyed with the respective Residences, cannot be changed except upon agreement of all the Owners and the recording of an amendment hereto, duly signed and acknowledged; and Grantor, its successors and assigns covenant and agree that the undivided interests in the common areas and facilities, and the fee titles to the respective Residences conveyed therewith, shall not be separated or separately conveyed, and that each undivided interest shall be deemed to be conveyed or encumbered with its respective Residence even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Residence.

5. Allocation of Percentage Interest for Assessments and Voting. The proportionate shares of the separate Owners of the respective Residences in the profits and common expenses of the Common Areas and Facilities, as well as the proportionate representation for voting purposes in the Association of Owners established herein, is based on the ratio that the square footage of each Residence bears to the total square footage of all Residences. The square footage of the respective Residences, their respective interests for voting purposes, and their proportionate shares in the common profits and expenses, is set out in ~~Article B~~ ^{the floor plans as referenced above Joe}.

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6. Exhibits To Be Part of Declaration. Exhibits A and B, together with the condominium floor plans of the Property, attached hereto and made a part hereof as "Exhibit C", and the Articles and By-Laws of the Harrison Square Condominium Owners Association, Inc. attached hereto and made a part hereof as "Exhibit D" shall be considered to be a part of this Declaration for all purposes; provided, however, that this shall not be deemed to preclude amendment of the By-laws in accordance with the terms thereof.

7. Rights, Obligations, and Duties of Unit Owners. Grantor, its successors, and assigns, by this Declaration, and all future owners of the Condominium Units, by their acceptance of their deeds, covenant and agree as follows:

- (a) The common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
- (b) The Residences shall be occupied and used by the respective Owners only as private dwellings for the Owner's family, tenants, and social guests, and for no other purpose.
- (c) The Owner of the respective Residence shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective residence space, nor shall the Owner be deemed to own pipes, wires, conduits, or other public utility lines running through the respective Residence,

which are utilized for or serve more than one Residence, except as tenants in common with the other Residence Owners as herein provided. The Owner, however, shall be deemed to own the walls and partitions which are contained within such Owner's respective Residence, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including but not limited to, plaster, paint, and wallpaper.

- (d) The Owners of the respective Residences agree that if any portion of the Common Areas and Facilities encroaches thereon, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event either multifamily structure is partially or totally destroyed, and then rebuilt, the Owners of Residences agree that minor encroachment of parts of the common areas and facilities due to such construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.
- (e) An Owner of a Residence shall automatically, upon becoming Owner, be a member of the Harrison Square Condominiums Owners Association, Inc., an Indiana Not-for-Profit Corporation ("Association"), and shall remain a member until such time as his ownership ceases for any reason, at which time his membership shall automatically terminate.
- (f) The Owners of Residences covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles and By-Laws of the Association attached as "Exhibit D".
- (g) Each Owner, tenant, or occupant of a Residence shall comply with the provisions of this Declaration, the Articles and By-laws, as those may from time to time be amended, and decisions and resolutions of the Association or its representative. Failure to pay assessments for Common Expenses, or failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action for damages or for injunctive relief, or both.
- (h) This Declaration shall not be revoked except upon unanimous consent of all Owners and mortgagees of all Residences; nor shall this Declaration be changed or amended except upon unanimous consent of Owners and mortgagees of all Residences. No such revocation or

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amendment shall be effective until an instrument evidencing such revocation or amendment has been duly recorded.

- (i) No Owner of a Residence may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Residence.
- (j) Real Estate taxes are to be separately assessed and taxed to each Residence, and each Owner shall pay promptly when due the real estate taxes attributable to such Residence.
- (k) Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered, if any, shall be treated as part of the Common Expense.
- (l) Each Owner of a Residence shall prepay to the Corporation at the time of the conveyance to such Owner an amount equal to thirteen (13) monthly installments of the amount required to pay such Owner's pro-rata portion of the master casualty insurance policy provided for by paragraph 14 hereof based upon the budget for the current fiscal year and the Owner shall maintain such prepayment at all times.

8. Lien for Unpaid Assessments. All sums assessed by the Association but unpaid for the share of the Common Expense chargeable to any Residence shall constitute a lien on such Residence prior to all other liens, except only: (1) tax liens in favor of any unit of government or special taxing districts; and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by the Board of Directors, or its agent, acting on behalf of the Owners in the same manner as a mortgage of real property, as provided in the Indiana Horizontal Property Law. In any such foreclosure the Owner of the Residence subject to such lien shall be required to pay a reasonable rental for the

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Residence, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, or its agent, acting on behalf of all the Owners shall have the authority to bid at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Residence. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

9. Past Due Assessments Where Title Acquired by Foreclosure or Deed in Lieu of Foreclosure. Where the mortgagee under a first mortgage of record or other purchaser obtains title to a Residence as a result of foreclosure of the first mortgage, or by receipt of a deed in lieu of foreclosure, such purchaser, his successors and assigns, shall not be liable for common expenses or assessments by the Association chargeable to such Residence which became due prior to the acquisition of title. Such unpaid expenses or assessments shall be deemed to be common expenses collectible from all of the Owners of Residences including such new Owner.

10. Past Due Assessments Where Title Acquired by Voluntary Conveyance. In a voluntary conveyance of a Residence the grantee shall be jointly and severally liable with the Grantor for all unpaid assessments to the time of the grant or conveyance. Such joint liability shall be without prejudice to the grantee's right

to recover from the Grantor amounts paid by the grantee thereof. Such grantee shall be entitled to a statement from the Board of Directors of the Association or its agent setting out the amount of the unpaid assessments and such grantee shall not be liable for, nor shall the Residence conveyed be subject to a lien for, any unpaid assessments in excess of the amount stated therein.

11. Rental. The Residences shall not be rented by the Owners thereof for transient or hotel purposes, which purposes are defined as rental for any period less than thirty (30) days. Subject to this restriction, Owners of the respective Residences shall have the absolute right to lease such Residences, provided that any such lease is made subject to the covenants and restrictions herein contained and to the Articles and By-Laws attached hereto.

12. Destruction of Property. In the event the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be subject to the applicable provisions of the Indiana Horizontal Property Act then in effect.

13. Acts of Association Binding on Owners. All agreements, resolutions and other actions lawfully taken by the Association shall be deemed to be binding on all Owners, their successors and assigns.

14. Insurance. The Board of Directors shall procure a

policy of insurance, covering loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Areas and Facilities, as those are defined in the Declaration.

The Board shall purchase a comprehensive public liability policy in such amount as may be determined by the Board, to protect the Corporation, Board, Officers, management agent, if any, and all other agents or employees against liabilities arising in connection with the ownership, use, existence, or management of the property.

Such comprehensive casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer waives its right to subrogation as to any claim against the Association, the Board of Managers, its agents and employees, Owners, their respective agents and guests. The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

Each Owner shall have the right to purchase any additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his Residence, 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, and the Association shall have no liability to any Owner for loss or damage to the contents of any Residence.

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15. Reservation of Rights by Grantor. Grantor reserves the right to change the interior design and arrangement of all Residences and to alter the boundaries between them so long as Grantor owns the Residences so altered. If Grantor shall make any such changes, they shall be reflected by a supplement to the plans and such supplement to the plans need not be approved by the Association or by other Owners.

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

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

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

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote. In the event any Condominium Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of

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its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Co-owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the 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.

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board of Directors, any Mortgagees or any other person to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (ii) such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other

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public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.

17. Parking Garages. An Owner of a Unit may purchase an automobile garage space which shall be permanently designated for the use of such Owner's Unit by the Board of Directors. Such exclusive use shall pass with title to the Unit for which the garage space is designated even though not expressly mentioned in the document passing title. The garage space shall be subject to such rules and regulations as the Board of Directors may adopt.

Any Owner may grant a license to any other Owner to use his garage space, provided such license shall expire when the Owner granting the license ceases to be the Owner of the Unit for which such garage space is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Directors, and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such garage space, provided, however, the Owner granting such license shall not be relieved thereby from any of its obligations regarding such garage space.

18. Covenants of Grantor. So long as Grantor, its successors and assigns, owns one or more of the Residences established and described herein, Grantor, and its successors and assigns, shall be subject to the provisions of this Declaration and the Articles and By-Laws attached hereto; and Grantor

covenants to take no action which would adversely affect the rights of the Association, the members of such Association and their successors in interest, as their interests may appear.

19. Waiver of Damages. Neither Grantor, nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to it by or pursuant to this Declaration, or in Grantor's capacity as developer, contractor, manager or seller.

20. Costs and Attorneys Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of the Act, the Declaration, the Articles, 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.

IN WITNESS WHEREOF, Grantor has executed this Declaration this 13th day of September, 1985, at Indianapolis, Indiana.

DJM Company, Inc.
James E. O'Connor
(officer) Treasurer
James E. O'Connor

Subscribed and sworn to before me a Notary Public in and for the County of Marion, State of Indiana, this 13th day of September, 1985.

Carolyn L. Sage
Signature
Meredith H. Sage
Printed

My Commission Expires:

9-13-87

County of Residence:

Marion

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY
Sheila Suess Kennedy
Attorney-at-law

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BY-LAWS OF HARRISON SQUARE CONDOMINIUM
OWNERS ASSOCIATION

ARTICLE I. PLAN OF OWNERSHIP

Section 1.01. The buildings located at 1304 N. Alabama, 1322 N. Alabama, 224 E. 13th and 1321 N. Hudson Street, Indianapolis, State of Indiana, known as the Harrison Square Condominiums, have been submitted to the provisions of the Indiana Horizontal Property Law. The provisions of these By-Laws shall be applicable to the Horizontal Property Regime Community created by the Declaration ("Community").

Section 1.02. All present and future owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Community in any manner, are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the Residences or the mere act of occupancy thereof, will constitute acceptance and ratification of these By-Laws.

ARTICLE II. VOTING, MAJORITY OF OWNERS

QUORUM, AND PROXIES

Section 2.01. Voting shall be on a percentage basis, and the percentage of the vote to which each Owner is entitled is the percentage assigned to such owner's condominium unit in Exhibit B to the Declaration.

Section 2.02. As used in these By-Laws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%)

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of the votes in accordance with the percentages assigned in the Declaration.

Section 2.03. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a majority of Owners as defined in Section 2.02 hereof shall constitute a quorum.

Section 2.04. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An Owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such Owner. Such notice shall state the name and address of the individual representative so designated, the number of units owned by the Owner, the name and address of the Owner, and shall be signed by the Owner. The Owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.01. The Owners of the units shall constitute the Harrison Square Condominium Owners Association, an Indiana Not-for-Profit Corporation ("Corporation") which will have the responsibility of administering the Community, approving the annual budget, establishing and collecting monthly assessments, and arranging for a management agent, if one is to be employed. These duties may be delegated to the Board of Directors either by the operation of these By-Laws or by duly approved resolution of

the Association. Except as otherwise provided herein or in the Declaration or the Horizontal Property Law, decisions and resolutions of the Corporation shall require approval by a majority of Owners.

Section 3.02. Meetings shall be held at such suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 3.03. The first annual meeting of the Corporation shall be held within thirty (30) days following the sale of the last Residence in the Community, or on the first Tuesday of October, 1986, whichever first occurs. Thereafter, annual meetings shall be held on the first Tuesday of October in each succeeding year. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 hereof, and the Owners may transact such other business of the Corporation as may properly come before them.

Section 3.04. It shall be the duty of the President to call a special meeting of the Corporation upon resolution to that effect by the Board of Directors or upon a petition signed by a majority of the owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless three-

fourths (3/4) of the Owners are present either in person or by proxy, and consent thereto.

Section 3.05. It shall be the duty of the Secretary to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Owner of record, at least ten (10) days prior to such meeting. The mailing of notice by first class mail, or personal delivery, shall be considered notice served.

Section 3.06. If at any meeting of Owners a quorum is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.07. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceeding meeting.
- (d) Reports by officers or committees.
- (e) Election of directors.
- (f) Unfinished business.
- (g) New business.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01. The affairs of the Corporation shall be governed by a Board of Directors composed of three (3) persons, all of whom must be Owners.

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all things as are not reserved to the Owners by law or these By-Laws.

Section 4.03. In addition to any other duties imposed by these By-Laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Community and the common areas and facilities, including disbursement of funds from the account of the Corporation to cover payment therefor upon a determination that such services have been properly performed or other expenses reasonably incurred.
- (b) Collection of assessments from Owners.
- (c) Employment of the personnel necessary for the maintenance and operation of the Community and the common areas and facilities.
- (d) Obtaining adequate and appropriate kinds of insurance.
- (e) Owning, conveying, encumbering, leasing, or otherwise dealing with Residences which may be conveyed to or purchased by it.
- (f) Preparation, adoption, and distribution of the annual budget.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

Section 4.04. The Board of Directors may employ a management agent, upon such terms at such compensation as may be established by the Board, to perform such duties and services as the Board

shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law.

Section 4.05. The term of office of Directors shall be fixed at one (1) year. Directors shall hold office until their successors have been elected and have held their first meeting.

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or vote of the Corporation shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Corporation.

Section 4.07. At any regular or special meeting any one or more of the Directors may be removed with or without cause by a majority of the Owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be

legally constituted, providing a majority of the entire Board shall be present.

Section 4.09. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least three (3) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by first class mail, at least five (5) days prior to the day named for such meeting. Meetings shall be open to all Owners.

Section 4.10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director in the manner specified in Section 4.09 hereof, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 4.11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. The Board of Directors shall require that all officers responsible for Corporation funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a Common Expense paid by the Corporation.

Section 4.14. The members of the Board of Directors shall be entitled to indemnification from the Corporation for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in reasonable discharge of their duties, responsibilities, and authority under these By-Laws, except for liabilities arising from willful and wanton misconduct or gross negligence. The Board of Directors shall obtain a policy of insurance, in the name of the Corporation providing such indemnification. The Board shall provide ten (10) days' notice to each owner before any payment is made to any Director under this clause.

Section 4.15. Notwithstanding anything to the contrary contained herein, the initial Board of Directors shall be made up of three persons appointed by the DJM Company, Inc. (Grantor). Such initial Board shall continue in office only until 75% of the Residences have been sold.

ARTICLE V. OFFICERS

Section 5.01. The principal officers of the Corporation shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 5.02. The Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 5.04. The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5.05. The Secretary shall keep the minutes of all meetings of the Board and the Corporation; shall have charge of

such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 5.06. The Treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

Section 5.07. The Officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Corporation for all expenses reasonably incurred in the discharge of their duties and responsibilities.

ARTICLE VI. FINANCE AND ADMINISTRATION

Section 6.01. The Board of Directors, through the Treasurer and management agent, if any, shall keep accurate books and financial records, including, but not limited to, a detailed account of expenditures and receipts affecting the Community and its administration, and specifying the Community's operating expenses. Such expenses shall be determined and allocated as hereinafter provided.

Section 6.02. The Board shall annually cause to be prepared and distributed to each Owner an itemized accounting of the common

expenses actually incurred and paid during the preceding year together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

Section 6.03. The books and records of the Corporation, and all related documents shall be open to inspection by any Owner at all reasonable times during regular business hours.

Section 6.04. In preparing the annual budget, the Board of Directors shall include provision for reasonable anticipated expenses resulting from normal maintenance and wear and tear to the Common Areas and Facilities, any extraordinary expenses that will be required, salaries for any employees not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to administration, any reserves required under these By-Laws or deemed necessary by the Board to meet unanticipated expenses, and such other items as may be designated as expenses of the Corporation by the Declaration, the Articles, these By-Laws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained. Each unit Owner shall be provided with a copy of the annual budget at least thirty (30) days prior to its adoption by the Board.

Section 6.05. In the event of severe damage or destruction of the property by fire or other casualty, the repair, reconstruction, or disposition of the property shall be governed by the provisions of the Indiana Horizontal Property Law.

Section 6.06. The Corporation shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities. The fund shall at a minimum be equal to five percent (5%) of the current annual budget on a noncumulative basis. This fund shall be used only for major repairs and replacement of Common Areas and Facilities, and for no other purpose.

Section 6.07. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the Declaration, Articles, By-Laws, or management agreement, if any, shall, upon request of the parties thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Corporation is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of American Arbitration Association shall be applicable to any arbitration commenced

hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. Any management agreement shall contain provisions making this section applicable to all parties thereto.

Section 6.08. (a) The procedures in the event of attachment of mechanic's lien shall be governed by the Indiana Horizontal Property Law.

(b) All sums assessed by the Corporation but unpaid for the share of the common expenses chargeable to any Residence shall constitute a lien, as more particularly described in and governed by the Declaration and the provisions of the Indiana Horizontal Property Law.

ARTICLE VII. OBLIGATIONS OF OWNERS

Section 7.01. All Owners are obligated to pay monthly assessments imposed by the Corporation to meet the expenses set forth in its annual budget. The assessments shall be made pro rata in accordance with the percentage interest set forth in the Declaration.

Section 7.02.

- (a) Every Owner must perform promptly all maintenance and repair work within his own Residence which, if omitted, would affect the Community in its entirety or in part and Owners are hereby made expressly responsible for any damages and liabilities caused by failure to do so.
- (b) All the repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all

other accessories belonging to a Residence shall be at the Owner's expense.

- (c) An Owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any Common Area and Facility damaged through his fault or negligence.
- (d) All Residences shall be utilized for residential purposes only.
- (e) An Owner shall not make structural modifications or alterations within his Residence without previously notifying the Corporation in writing, through the President of the Board of Directors. The Corporation shall have the obligation to answer within ten (10) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Corporation shall provide the Owner with written reasons for the denial of its approval to make any proposed structural modification or alteration. No modifications whatsoever may be made to the Building exteriors.
- (f) An Owner shall not place or cause to be placed in the lobbies, vestibules and other common areas of similar nature any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (g) An Owner shall grant the right of entry to any person authorized by the Board of Directors or the Corporation in case of any emergency originating in or threatening his Residence whether the Owner is present at the time or not.
- (h) An Owner shall permit other Owners, or their representatives, when so required, to enter his Residence for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of entry shall be immediate.
- (i) No resident shall post any advertisements or posters of any kind on the project except as authorized by the Corporation.
- (j) Residents shall exercise extreme care about making

noises or the use of musical instruments, radios, televisions and amplifiers that may disturb other residents.

- (k) Residents may not hang garments, rugs, or similar items from the windows or from any of the facades.
- (l) Residents may not throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (m) No Owner, resident, or lessee shall install wiring for electrical or telephone installation or television antennae, etc., on the exterior of the building or do anything which would protrude through the walls or the roof of the building.
- (n) No animals other than common domestic pets may be kept in the building at any time. Dogs should be confined on a leash at all times and should be curbed.

Section .03. The Board may promulgate such additional rules and regulations regarding the operating of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulation and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VIII. AMENDMENTS

Section 8.01. These By-Laws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by sixty-seven percent (67%) of the Owners present and voting. In addition, if the Amendment is

(518) of the mortgagees of units must also approve such amendments.

ARTICLE IX. MORTGAGEES

Section 9.01. An Owner who mortgages his Residence shall notify the Corporation through the President of the Board of Directors, or his designee, of the name and address of his mortgagee; and the Corporation shall maintain such information in a book entitled "Mortgagees of Condominium Units."

Section 9.02. The Corporation shall, at the request of a mortgagee of a Condominium Unit, report any unpaid assessments due from the Owner of such Unit.

ARTICLE X. COMPLIANCE WITH APPLICABLE LAW

Section 10.01. Should any of these By-Laws be found to conflict with the provisions of the Indiana Horizontal Property Law, the provisions of the statute shall control.

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CROSS REFERENCE

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FIRST AMENDMENT TO DECLARATION
ESTABLISHING A PLAN OF OWNERSHIP
FOR HARRISON SQUARE CONDOMINIUMS

THIS FIRST AMENDMENT TO DECLARATION ESTABLISHING A PLAN OF OWNERSHIP FOR HARRISON SQUARE CONDOMINIUMS ("First Amendment"), made effective this 2nd day of November, 1985, by DJM COMPANY, INC. ("Declarant"),

WITNESSES THAT:

WHEREAS, a Declaration Establishing A Plan of Ownership for Harrison Square Condominiums and By-Laws for Harrison Square Condominium Owners' Association, Inc. ("Association"), an Indiana Not-For-Profit Corporation (the "Declaration"), dated September 13, 1985, was recorded September 16, 1985 as Instrument Number 85-79441 in the Office of the Recorder of Marion County, Indiana creating Harrison Square Condominiums ("Condominiums"); and

WHEREAS, Declarant now desires to make certain amendments to the Declaration; and

WHEREAS, a majority of the members of the Board of Directors of the Association have approved this First Amendment; and

WHEREAS, all of the Unit Owners of the Condominium have approved this First Amendment; and

WHEREAS, all of the holders of mortgages on Units in the Condominium have approved this First Amendment;

NOW THEREFORE, the Declarant hereby declares as follows:

1. Section 3 is hereby deleted and replaced with the following:

3. Description of Building and Unit. There are four (4) two-story buildings containing a total of 27 individual residences ("Residences") and six garage spaces ("Garages"). The twenty-seven (27) individual Residences and six (6) Garages established and to be individually conveyed are described below and on amended floor plans recorded as Instrument No. 85-013748

1304 N. Alabama Street

Roster Unit No.	Unit	Unit Type/ Bathrooms	Unit Sq. Ft.
1	A	Studio/1	639
2	B	Studio/1	639
3	C	Studio/1	639
4	D	Studio/1	639
5	E	Studio/1	656
6	F	Studio/1	656

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BY THE CLERK OF THE
RECORDER-HANCOCK CO.
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7	G	Studio/1	656
8	H	Studio/1	656

1322 N. Alabama Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
9	A	Studio/1	639
10	B	Studio/1	639
11	C	Studio/1	639
12	D	Studio/1	639
13	E	Studio/1	656
14	F	Studio/1	656
15	G	Studio/1	656
16	H	Studio/1	656

224 E. 13th Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
17	A	Studio/1	639
18	B	Studio/1	639
19	C	Studio/1	639
20	D	Studio/1	639
21	E	Studio/1	656
22	F	Studio/1	656
23	G	Studio/1	656
24	H	Studio/1	656

1321 N. Hudson Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
G1	1	Garage	262
G2	2	Garage	216
G3	3	Garage	216
G4	4	Garage	262
G5	5	Garage	216
G6	6	Garage	262
25	A	Studio/1	618
26	B	Studio/1	618
27	C	Studio/1	618

2. Section 5 is hereby deleted and replaced with the following:

5. Allocation of Percentage Interest for Assessments.
The proportionate shares of the separate Owners of

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the respective Residences and Garages in the profits and common expenses of the Common Areas and facilities, is based on a ratio that the total square footage of each Residence and one-fourth of the square footage of each Garage bears to the sum of the (a) total square footage of the Residences and (b) one-fourth (1/4) of the total square footage of the Garages. The proportionate shares for the respective Residences and Garages in the common profits and expenses is set out in the following chart:

<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>	<u>% Allocation for common Assessments</u>
<u>1304 N. Alabama Street</u>			
A	Studio/1	639	3.60
B	Studio/1	639	3.60
C	Studio/1	639	3.60
D	Studio/1	639	3.60
E	Studio/1	656	3.70
F	Studio/1	656	3.70
G	Studio/1	656	3.70
H	Studio/1	656	3.70
<u>1322 N. Alabama Street</u>			
A	Studio/1	639	3.60
B	Studio/1	639	3.60
C	Studio/1	639	3.60
D	Studio/1	639	3.60
E	Studio/1	656	3.70
F	Studio/1	656	3.70
G	Studio/1	656	3.70
H	Studio/1	656	3.70
<u>224 E. 13th Street</u>			
A	Studio/1	639	3.60
B	Studio/1	639	3.60
C	Studio/1	639	3.60
D	Studio/1	639	3.60
E	Studio/1	656	3.70
F	Studio/1	656	3.70
G	Studio/1	656	3.70
H	Studio/1	656	3.70

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1312 N. Hudson Street

1	Garage	262(65.5)	.37
2	Garage	216(54)	.30
3	Garage	216(54)	.30
4	Garage	262(65.5)	.37
5	Garage	216(54)	.37
6	Garage	262(65.5)	.30
A	Studio/1	618	3.48
B	Studio/1	618	3.48
C	Studio/1	618	3.48

3. Section 2.01 of the By-Laws of Harrison Square Condominium Owners' Association, Inc. is hereby deleted and replaced with the following:

Section 2.01. For all purposes allowing or requiring voting under the Declaration or under the By-Laws, each Residence shall be allocated one (1) vote and each Garage shall be allocated zero (0) votes. There shall be one person with respect to each Residence who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereafter referred to) as a "voting member". Such voting member may be the Residence Owner or one of the group composed of all the Residence Owners of a Residence Ownership, or be some person designated by such Residence Owner or Owners to act as proxy on its or their behalf. Such designation shall be made in writing to the Board and filed with the Secretary of the meeting before the commencement of any meeting at which it may be voted. Such designation shall be revocable at any time by actual notice to the Board of a death or judicially declared incompetence of any designator, or by written notice to the Board by the designator.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to Declaration as of the date first written.

DJM COMPANY, INC.

By: David Page
David Page, President

ATTEST:

By: James E. O'Connor
James E. O'Connor, Secretary

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared David Page the President of DJM Company, Inc., who acknowledged the execution of the foregoing First Amendment To Declaration Establishing A Plan of Ownership For Harrison Square Condominiums, on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 22 day of November, 1985.



Santa Marie Pittman
(signature)
SANTA MARIE PITTMAN
(printed name) Notary Public

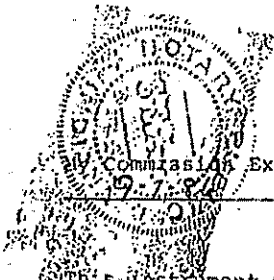
My Commission Expires:
3/1/86

County of Residence:
Marion

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James O'Connor the Secretary of DJM Company, Inc., who acknowledged the execution of the foregoing First Amendment To Declaration Establishing A Plan of Ownership For Harrison Square Condominiums, on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 22nd day of November, 1985.



Mary Jo Hoff
(signature)
MARY JO HOFF
(printed name) Notary Public

County of Residence:
MARION

This instrument was prepared by Phillip L. Bayt, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

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CROSS REFERRED

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SECOND AMENDMENT TO DECLARATION
ESTABLISHING A PLAN OF OWNERSHIP
FOR HARRISON SQUARE CONDOMINIUMS

THIS SECOND AMENDMENT TO DECLARATION ESTABLISHING A PLAN OF OWNERSHIP FOR HARRISON SQUARE CONDOMINIUMS ("Second Amendment"), made effective this 31 day of December, 1986, by DJM COMPANY, INC. ("Declarant"),

WITNESSES THAT:

WHEREAS, a Declaration Establishing a Plan of Ownership for Harrison Square Condominiums and By-Laws for Harrison Square Condominium Owners' Association, Inc. ("Association"), an Indiana Not-for-Profit Corporation ("Original Declaration"), dated September 13, 1985, was recorded September 16, 1985 as Instrument Number 85-79441 in the Office of the Recorder of Marion County, Indiana, along with Floor Plans recorded there as Instrument Number 85-79440, creating Harrison Square Condominiums ("Condominiums"); and

WHEREAS, Declarant has previously recorded in the Office of the Recorder of Marion County, Indiana a First Amendment to Declaration Establishing A Plan of Ownership for Harrison Square Condominiums (the "First Amendment") dated November 22, 1985, and recorded November 22, 1985 as Instrument Number 85-103749 along with Amended Floor Plans recorded there as Instrument Number 85-103748 (the Original Declaration, the First Amendment, the Floor Plans, and the Amended Floor Plans to be collectively referred to as the "Declaration"); and

WHEREAS, Declarant now desires to make certain amendments to the Declaration pursuant to the requirement of the Center Township Assessor by letter dated November 25, 1986, a copy of which is attached as Exhibit A. Under the provisions of Section 16(g) of the Declaration, consent or approval of the Co-Owners, the Association, the Board of Directors, any Mortgagees or any other person to amend or supplement the Declaration is not required.

NOW THEREFORE, Declarant hereby declares as follows:

1. Section 3 of the Declaration, as amended, is hereby deleted and replaced with the following:

3. Description of Building and Unit. There are four (4) two-story buildings containing a total of 27 individual residences ("Residences") and six (6) garage spaces ("Garages"). The twenty-seven (27) individual Residences and six (6) Garages established and to be individually conveyed are described as follows:

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RECORDER - HARRISON CO.

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1304 N. Alabama Street

<u>Roster</u> <u>Unit No.</u>	<u>Unit</u>	<u>Unit Type/</u> <u>Bathrooms</u>	<u>Unit</u> <u>Sq.Ft.</u>	<u>Conveyance</u> <u>Percentage</u>
1	A	Studio/1	639	3.39
2	E	Studio/1	639	3.39
3	C	Studio/1	639	3.39
4	D	Studio/1	639	3.39
5	E	Studio/1	656	3.48
6	F	Studio/1	656	3.48
7	G	Studio/1	656	3.48
8	H	Studio/1	656	3.48

1322 N. Alabama Street

<u>Roster</u> <u>Unit No.</u>	<u>Unit</u>	<u>Unit Type/</u> <u>Bathrooms</u>	<u>Unit</u> <u>Sq.Ft.</u>	<u>Conveyance</u> <u>Percentage</u>
9	A	Studio/1	639	3.39
10	B	Studio/1	639	3.39
11	C	Studio/1	639	3.39
12	D	Studio/1	639	3.39
13	E	Studio/1	656	3.48
14	F	Studio/1	656	3.48
15	G	Studio/1	656	3.48
16	H	Studio/1	656	3.48

224 E. 13th Street

<u>Roster</u> <u>Unit No.</u>	<u>Unit</u>	<u>Unit Type/</u> <u>Bathrooms</u>	<u>Unit</u> <u>Sq.Ft.</u>	<u>Conveyance</u> <u>Percentage</u>
17	A	Studio/1	639	3.39
18	B	Studio/1	639	3.39
19	C	Studio/1	639	3.39
20	D	Studio/1	639	3.39
21	E	Studio/1	656	3.48
22	F	Studio/1	656	3.48
23	G	Studio/1	656	3.48
24	H	Studio/1	656	3.48

1321 N. Hudson Street

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<u>Roster</u> <u>Unit No.</u>	<u>Unit</u>	<u>Unit Type/</u> <u>Bathrooms</u>	<u>Unit</u> <u>Sq.Ft.</u>	<u>Conveyance</u> <u>Percentage</u>
G1	1	Garage	262	1.40
G2	2	Garage	216	1.17
G3	3	Garage	216	1.17
G4	4	Garage	262	1.40
G5	5	Garage	216	1.17
G6	6	Garage	262	1.41
25	A	Studio/1	618	3.28
26	B	Studio/1	618	3.28
27	C	Studio/1	618	3.28

IN WITNESS WHEREOF, Declarant has executed this Second Amendment to Declaration as of the date first written.

DJM COMPANY, INC.

By: David Page
David Page, President

ATTEST:

By: James E. O'Connor
James E. O'Connor, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared David Page and James E. O'Connor the President and the Secretary, respectively, of DJM COMPANY, INC., and acknowledged the execution of the foregoing Second Amendment To Declaration Establishing A Plan Of Ownership For Harrison Square Condominiums, acting for and on behalf of said corporation as such officers.

WITNESS my hand and Notarial Seal this 8th day of December,

Signature Ph H. Sterrett
Printed Ph H. Sterrett
Notary Public

County of Residence:

Marion

Commission Expires:

NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP JUNE 22, 1958

This instrument was prepared by Phillip L. Bayt, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282; Telephone: (317) 236-2100.

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JAMES P. MALEY, JR.
CENTER TOWNSHIP ASSESSOR
1350 CITY-COUNTY BUILDING
INDIANAPOLIS, INDIANA 46204
230-4898

SUE SHIVELY
CRZ DEPUTY

November 25, 1986

Phillip L. Bayt, Esq.
ICE MILLER DONADIO & RYAN
One American Square
Box 82001
Indianapolis, IN 46282

RE: Harrison Square Condominiums

Dear Mr. Bayt:

In reviewing the documentation concerning the conveyance percentages for the units in Harrison Square Condominiums, I find that the totals do not equal 100%, but rather 99.9%. This technically retains .1% of the project in the developer's name. Please adjust the garage units' conveyance percentages upward as follows:

<u>Building 4</u>	<u>Unit</u>	<u>% for Conveyance</u>
	G1	1.40
	G2	1.17
	G3	1.17
	G4	1.40
	G5	1.17
	G6	1.41

With this adjustment, the percentage conveyed is 100%. If you have any questions concerning this requirement, please do not hesitate to contact me.

Very truly yours,

James P. Maley, Jr.
James P. Maley, Jr.
Center Township Assessor

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EXHIBIT A

890115125

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CROSS REFERENCE

CROSS REFERENCE

FIRST AMENDMENT TO BY-LAWS
OF
HARRISON SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.

This amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc. ("Corporation"), pursuant to Section 8.01 of the By-Laws of Harrison Square Condominium Owners Association, Inc. ("By-Laws"), which By-Laws were dated February 2, 1985 and were recorded in the Office of the Marion County Recorder on September 16, 1985, as Instrument No. 85-79441.

W I T N E S S E I H:

WHEREAS, the By-Laws of the Corporation were previously recorded as part of the Declaration establishing a Plan of Ownership for Harrison Square Condominium ("Declaration"); and

WHEREAS, the Board of Directors and the owners of the Corporation are desirous of clarifying certain provisions of the By-Laws of the Corporation and in obtaining more efficient and expedient management of the affairs of the Corporation; and

WHEREAS, Section 8.01 of Article VIII of the By-Laws permits the unit owners of the Corporation to adopt amendments to the By-Laws; and

WHEREAS, the owners, by vote at a meeting held on December 15, 1987 approved and adopted certain amendments to the By-Laws.

NOW, THEREFORE, the Corporation, pursuant to resolutions adopted by the owners as hereinabove stated, and in accordance with Article VIII of the By-Laws of the Corporation, does hereby declare and state on behalf of itself its successors and assigns and on behalf of all those persons having or seeking to acquire any interest of any nature whatsoever in the Corporation's real estate, as follows:

Section 2.02 of Article II of the By-Laws of the Corporation, which are attached to the Declaration, and made a part thereof, is amended to read as follows:

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM AND PROXIES

I. Section 2.02. As used in these By-Laws, the term "quorum of owners" shall mean those owners holding twenty-five percent (25%) of the votes in accordance with the percentages assigned in the Declaration.

II. Section 2.03 of the By-Laws is hereby repealed.

III. Pursuant to Section 7.03 of Article VII of the By-Laws, the Board of Directors hereby promulgates the following rules and regulations in order to provide architectural standards for the Corporation's community:

1. Firewood; can only be stored outside from October through March, shall not occupy more than 9 square feet in area during this stated burning season, and must be located in an area that won't hamper foot traffic. Owners are responsible for any damage storage of the wood causes.
2. Anyone wishing to have plants in the exterior area of their unit, should use redwood or concrete planters for the first floor units and rectangular redwood for upstairs units. First

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MARION COUNTY RECORDER

floor planters should be round and at least 12 inches in height. Second floor unit planters should be at least 18 inches in length. No more than two planters per unit.

3. Plants on the exterior of any unit not planted or maintained by the Association shall be limited to flowering foliage and not exceed 18 inches in height. No hanging plants are allowed.
4. Any furniture left outdoors shall be in good repair and designed for outdoor use.
5. No flags, pennants or wind chimes are allowed to be displayed.
6. Barbeque grills are allowed out of doors if in good repair.
7. No signs are to be displayed.
8. The vestibule areas of each unit are not for storage of motor vehicles, bicycles, refuse, and other non-authorized materials.
9. Owners will be billed if Association has to correct any damage or existing condition contrary to this resolution or the governing documents.
10. Under the authority granted the Board of Directors Article VI Section 6.07(a) [of the By-Laws]* owners will pay a \$5.00 a day fine until correction is made.

*Words in brackets added for clarification.

HARRISON SQUARE CONDOMINIUM
OWNERS ASSOCIATION, INC.

By: Arlene Witsell
Arlene Witsell, President

By: Christina Habig
Christina Habig, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Maxion)

Before me, the undersigned Notary Public in and for said County and State, personally appeared, Arlene Witsell and Christina Habig, the Chairman and Secretary respectively of Harrison Square Condominium Owners Association, Inc., and they acknowledged their execution of the foregoing First Amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc.

Witness my hand and Notarial Seal this 13 day
of November, 1989.

Carol Ficaria
Notary Public

CAROL FICARIA
Printed

Residence County: Hamilton
Commission Expires: 12-9-91

890115125

My Commission Expires:

12-9-91

My County of Residence:

Hamilton

MJB:789

This instrument was prepared by M. Kent Newton, Esquire,
Krieg DeVault Alexander & Capehart, One Indiana Square, Suite
2800, Indianapolis, Indiana 46204.

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CROSS REFERENCE

CROSS REFERENCE

SECOND AMENDMENT TO THE BY-LAWS
OF
HARRISON SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.

This Second Amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc. ("Corporation") is made pursuant to Section 7.03 of the By-Laws of Harrison Square Condominium Owners Association, Inc. ("By-Laws"), which By-Laws were dated February 2, 1985 and were recorded in the Office of the Marion County Recorder on September 16, 1985, as Instrument No. 85-79441. Said By-Laws were amended pursuant to the First Amendment to By-Laws of the Corporation which amendment was recorded in the Office of the Marion County Recorder on November 15, 1989, as Instrument No. 89-115125.

W I T N E S S E T H

WHEREAS, the By-Laws of the Corporation were previously recorded as part of the Declaration establishing a Plan of Ownership for Harrison Square Condominium ("Declaration"); and

WHEREAS, the Board of Directors and the owners of the Corporation are desirous of clarifying certain provisions of the By-Laws of the Corporation and in obtaining more efficient and expedient management of the affairs of the Corporation; and

WHEREAS, Section 7.03 of Article VIII of the By-Laws permits the Board of Directors of the Corporation ("Board") to promulgate rules and regulations for the Corporation's community.

WHEREAS, the Board, at a meeting held on January 8, 1988 established certain rules and regulations,

NOW, THEREFORE, the Corporation, pursuant to resolutions adopted by the Board as hereinabove stated, and in accordance with Article VII of the By-Laws of the Corporation, does hereby declare and state on behalf of itself its successors and assigns and on behalf of all those persons having or seeking to acquire any interest of any nature whatsoever in the Corporation's real estate, as follows:

Pursuant to Section 7.03 of the Article VII of the By-Laws, the Board of Directors hereby promulgates the following rules and regulations in order to provide parking regulations for the Corporation's community:

1. There will be one parking space for each unit at Harrison Square.
2. Only cars with the valid parking sticker will be allowed to park in the lot.
3. Any car not displaying the parking sticker will be subject to towing.
4. The Association will designate a towing company to use in the event a car must be towed.
5. The owner of the towed vehicle will bear the full responsibility of all costs, fees and/or fines related to the towing.
6. The Association will not be responsible for any damage or loss caused by the towing.
7. Any owner may call the designated towing company, to have an unmarked car towed away, if there are no other parking spaces available for that homeowner to park in.

RECEIVED FOR RECORD

89 DEC 19 AM 10:34

MARION COUNTY RECORDER

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W.S.O.

CROSS REFERENCE

SECOND AMENDMENT TO THE BY-LAWS
OF
HARRISON SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.

CROSS REFERENCE!

This Second Amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc. ("Corporation") is made pursuant to Section 7.03 of the By-Laws of Harrison Square Condominium Owners Association, Inc. ("By-Laws"), which By-Laws were dated February 2, 1985 and were recorded in the Office of the Marion County Recorder on September 16, 1985, as Instrument No. 85-79441. Said By-Laws were amended pursuant to the First Amendment to By-Laws of the Corporation which amendment was recorded in the Office of the Marion County Recorder on November 15, 1989, as Instrument No. 89-115125.

W I T N E S S E T H:

WHEREAS, the By-Laws of the Corporation were previously recorded as part of the Declaration establishing a Plan of Ownership for Harrison Square Condominium ("Declaration"); and

WHEREAS, the Board of Directors and the owners of the Corporation are desirous of clarifying certain provisions of the By-Laws of the Corporation and in obtaining more efficient and expedient management of the affairs of the Corporation; and

WHEREAS, Section 7.03 of Article VIII of the By-Laws permits the Board of Directors of the Corporation ("Board") to promulgate rules and regulations for the Corporation's community.

WHEREAS, the Board, at a meeting held on January 8, 1988 established certain rules and regulations.

NOW, THEREFORE, the Corporation, pursuant to resolutions adopted by the Board as hereinabove stated, and in accordance with Article VII of the By-Laws of the Corporation, does hereby declare and state on behalf of itself its successors and assigns and on behalf of all those persons having or seeking to acquire any interest of any nature whatsoever in the Corporation's real estate, as follows:

Pursuant to Section 7.03 of the Article VII of the By-Laws, the Board of Directors hereby promulgates the following rules and regulations in order to provide parking regulations for the Corporation's community:

1. There will be one parking space for each unit at Harrison Square.
2. Only cars with the valid parking sticker will be allowed to park in the lot.
3. Any car not displaying the parking sticker will be subject to towing.
4. The Association will designate a towing company to use in the event a car must be towed.
5. The owner of the towed vehicle will bear the full responsibility of all costs, fees and/or fines related to the towing.
6. The Association will not be responsible for any damage or loss caused by the towing.
7. Any owner may call the designated towing company, to have an unmarked car towed away, if there are no other parking spaces available for that homeowner to park in.

RECEIVED FOR RECORD

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MARION COUNTY RECORDER

Dated this 16th day of December, 19 89.

HARRISON SQUARE CONDOMINIUM
OWNERS ASSOCIATION, INC.

By: Arlene Witsell President
Arlene Witsell, President

By: Christina Habig Secretary
Christina Habig, Secretary

STATE OF INDIANA)
COUNTY OF Marion) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared, Arlene Witsell and Christina Habig, the President and Secretary respectively of Harrison Square Condominium Owners Association, Inc., and they acknowledged their execution of the foregoing Second Amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc.

Witness my hand and Notarial Seal this 16 day
of December, 1989.

Carol S. Ficarra
Notary Public

CAROL S. FICARRA
Printed

My Commission Expires:

December 9, 1991

My County of Residence:

HAMILTON

MJB:836

This instrument was prepared by M. Kent Newton, Esquire,
Krieg DeVault Alexander & Capehart, One Indiana Square, Suite
2800, Indianapolis, Indiana 46204.

890126351

CROSS REFERENCE

900003549

650

THIRD AMENDMENT TO THE BY-LAWS OF HARRISON SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.

This Third Amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc. ("Corporation") is made pursuant to Section 8.01 of the By-Laws of Harrison Square Condominium Owners Association, Inc. ("By-Laws")...

CROSS REFERENCE

WITNESSETH:

WHEREAS, the By-Laws of the Corporation were previously recorded as part of the Declaration establishing a Plan of Ownership for Harrison Square Condominium ("Declaration"); and WHEREAS, the Board of Directors and the owners of the Corporation are desirous of clarifying certain provisions of the By-Laws of the Corporation...

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NOW, THEREFORE, the Corporation, pursuant to resolutions adopted by the owners as hereinabove stated, and in accordance with Article VIII of the By-Laws of the Corporation, does hereby declare and state on behalf of itself its successors and assigns and on behalf of all those persons having or seeking to acquire any interest of any nature whatsoever in the Corporation's real estate, as follows:

Section 3.03 of Article III of the By-Laws of the Corporation, which are attached to the Declaration, and made a part thereof, is amended to read as follows:

ARTICLE III ASSOCIATION OF OWNERS

Section 3.03. Annual meetings shall be held within six (6) months after the close of each fiscal year of the Corporation. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 hereof, and the Owners may transact such other business of the Corporation as may properly come before them.

Dated this 4 day of January, 1990.

HARRISON SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.

By: Arlene Traylor, President

By: Christina L. Habig
Christina L. Habig, Secretary

STATE OF INDIANA)
COUNTY OF Madison) SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared, Arline Jensen and Christina Habig, the President and Secretary, respectively of Harrison Square Condominium Owners Association, Inc., and they acknowledged their execution of the foregoing Third Amendment to the By-Laws of Harrison Square Condominium Owners Association, Inc.

Witness my hand and Notarial Seal this 4 day of January, 1990.

Carol Ficara
Notary Public
CAROL FICARA
Printed

My Commission Expires:

December 9, 1991

My County of Residence:

Hamilton

MJB:971

This instrument was prepared by M. Kent Newton, Esquire, & Krieg DeVault Alexander & Capehart, One Indiana Square, Suite 2800, Indianapolis, Indiana 46204.

900003549

CROSS REFERENCE

1/10/01
5/23

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FIRST RESTATED
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
OF
HARRISON SQUARE CONDOMINIUMS

JOHN R. VON ANX
PROPERTY AUDITOR
MAR 12 91 005757
DUTY ENTERED FOR
SUB-ECTION 41
APPROPRIATE TRANSFER

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91 MAR 12 11 46 AM
COUNTY CLERK

INSTRUMENT RECORDED
CENTER TOWER
Elk Berry CRAO
3-12-91

FIRST RESTATED
DECLARATION OF HORIZONTAL
PROPERTY REGIME

HARRISON SQUARE
Horizontal Property Regime

TABLE OF CONTENTS

	<u>Page</u>
Preliminary Recitals.....	1
1. Definitions.....	1
2. Declaration.....	2
3. Description of Buildings.....	2
4. Legal Description and Percentage Interest.....	2
5. Description of Condominium Unit.....	3
6. Common Areas and Facilities.....	3
7. Limited Areas and Facilities.....	4
8. Ownership of Common Areas and Percentage Interest.....	4
9. Contributions for Expenses of Common Areas and Limited Areas.....	4
10. Encroachments and Easements for Common Areas.....	5
11. Real Estate Taxes.....	5
12. Utilities.....	5
13. Association of Owners.....	5
14. Maintenance, Repairs and Replacements.....	5
15. Alterations, Additions and Improvements.....	6
16. Insurance.....	6
17. Casualty and Restoration.....	7
18. Covenants and Restrictions.....	8
19. Sale, Conveyance or Other Transfer of Condominium Units; Renting and Leasing; of Condominium Units.....	8
20. Amendment of Declaration.....	10
21. Acceptance and Ratification.....	10
22. Negligence.....	10
23. Parking Garages.....	11
24. Granting of Easements.....	11
25. Liens for Unpaid Assessments.....	11

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	<u>Page</u>
26. Costs and Attorneys' Fees.....	11
27. Waiver.....	12
28. Severability Clause.....	12
29. Pronouns.....	12
30. Floor Plans.....	12

- Exhibit A Legal Description of the Real Estate
- Exhibit B Legal Description of Condominium Units
- Exhibit B-1 Percentage Interest in Common Areas
- Exhibit C Code of By-Laws
- Exhibit D Rules and Regulations
- Exhibit E Floor Plans

LEGAL DESCRIPTION OF EACH CONDOMINIUM UNIT

1306 North Alabama Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
1	A	Studio/1	639
2	B	Studio/1	639
3	C	Studio/1	639
4	D	Studio/1	639
5	E	Studio/1	656
6	F	Studio/1	656
7	G	Studio/1	656
8	H	Studio/1	656

1322 North Alabama Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
9	A	Studio/1	639
10	B	Studio/1	639
11	C	Studio/1	639
12	D	Studio/1	639
13	E	Studio/1	656
14	F	Studio/1	656
15	G	Studio/1	656
16	H	Studio/1	656

224 East 13th Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
17	A	Studio/1	639
18	B	Studio/1	639
19	C	Studio/1	639
20	D	Studio/1	639
21	E	Studio/1	656
22	F	Studio/1	656
23	G	Studio/1	656
24	H	Studio/1	656

1321 North Hudson Street

<u>Roster Unit No.</u>	<u>Unit</u>	<u>Unit Type/ Bathrooms</u>	<u>Unit Sq. Ft.</u>
G1	1	Garage	262
G2	2	Garage	216
G3	3	Garage	216
G4	4	Garage	262
G5	5	Garage	216
G6	6	Garage	262
25	A	Studio/1	610
26	B	Studio/1	610
27	C	Studio/1	610

EXHIBIT B

910022646

**FIRST RESTATED
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP**

**HARRISON SQUARE
Horizontal Property Regime**

This First Restated Declaration ("Declaration"), made this ___ day of July, 1990, by Harrison Square Condominium Owners' Association, Inc., an Indiana not-for-profit corporation, is an amendment to and restatement of the Declaration of Horizontal Property Ownership of Harrison Square Condominiums executed on September 13, 1985, and filed in the Office of the Marion County Recorder, on September 16, 1985, as Instrument No. 85-79191. This Declaration also includes all effective provisions of the First Amendment to the original Declaration executed on November 22, 1985, and filed in the office of the Marion County Recorder on November 22, 1985, as Instrument No. 85-103749.

WHEREAS, the Association hereby makes this Restated Declaration of Horizontal Property Ownership as follows:

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

- (a) "Act" means the Horizontal Property Law of the State of Indiana, I.C. 32-1-16, as amended. The Act is incorporated herein by reference.
- (b) "Association" means Harrison Square Condominium Owners' Association, Inc., an Indiana not-for-profit corporation, the association of Co-owners of Harrison Square.
- (c) "Board of Directors" or "Board" means the governing body of the Association elected by the Co-owners in accordance with the By-Laws.
- (d) "Building" means any structure on the Real Estate in which one or more Condominium Units are located. The Buildings are described and identified on the Plans and in paragraph 3 of this Declaration.
- (e) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by the provisions of the Act. A true copy of the By-Laws is attached to this Declaration as Exhibit C and incorporated by reference.
- (f) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
- (g) "Common Expenses" means expenses of administration of the Association and expenses for upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, (expenses agreed upon as Common Expenses by the Association), and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (h) "Condominium Unit" or "Unit" means each of the living units constituting Harrison Square, as described and identified on the Plans and in paragraphs 4 and 5 of this Declaration. "Condominium Unit" or "Unit" includes the undivided interest in the Common Areas and Limited Areas allocated to each Unit.

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- (i) "Co-owners" means the Owners of all the Condominium Units.
- (j) "Harrison Square" means the name by which the Property and Horizontal Property Regime hereby created shall be known.
- (k) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
- (l) "Mortgagee" means the holder of a first mortgage lien on a Condominium Unit.
- (m) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity owning the fee simple title to a Condominium Unit, plus an individual interest in the Common Areas in the percentage specified in paragraph 4.
- (n) "Percentage Interest" means the percentage of undivided interest in the Common Areas and Limited Areas associated with each Condominium Unit as specifically expressed in paragraphs 4 and 8 of this Declaration.
- (o) "Plans" means the floor and building plans and elevations of the Buildings and Condominium Units certified by Robert R. Hill, a registered Professional Engineer under date of September 13, 1985 and filed with the Marion County Recorder's office on September 16, 1985 as Instrument No. 85-79440.
- (p) "Property" means the Real Estate and appurtenant easements, the condominium Units, the Buildings, garages, improvements, any other buildings or structures and all other property, real, personal or mixed, except the personal property of the Owners, located upon the Real Estate and used in connection with the operation, use and enjoyment of Harrison Square.
- (q) "Real Estate" means the real estate described in Exhibit "A" attached to this Declaration.

Other terms, words and phrases used elsewhere in this Declaration or the By-Laws shall have the meaning commonly attributed to them unless the context clearly indicates otherwise.

2. Declaration. The Association hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Buildings. There are four (4) two-story buildings containing twenty-seven (27) individual residences ("Units") and six (6) garage spaces ("Garages") located on the Real Estate.

4. Legal Description and Percentage Interest. Each Unit is identified on the Plans by a single digit Building number, which corresponds to a street address as listed in the Building Identification table on page one (1) of the Plans. The individual Units are identified by a letter, as illustrated on page 2 of the Plans. The legal description for each Unit shall consist of the Building number, followed by identifying Unit letter.

The Percentage Interest of each Owner in the Common Areas and Limited Common Areas, as defined below, shall be that percentage interest included in each Unit as listed in attached Exhibit B-1, which is incorporated by reference.

5. Description of Condominium Unit.

(a) Appurtenances. Each Unit consists of all space within its boundaries, as defined, and all portions of the building located within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended for the exclusive use and benefit of each Unit. The interior sides and surfaces of all doors and windows in the perimeter walls of a Unit, and all interior walls, floors and ceilings within the boundaries of a Unit are considered part of the Unit. A Unit shall not include the undecorated or unfinished surfaces of perimeter walls, floors, and ceilings surrounding it or the pipes, wires, conduits, or other public utility lines that are intended for the safety, support, maintenance, use and operation of more than one Unit, except as tenants in common with the other Owners. However, all fixtures, equipment and appliances designed or intended for the exclusive use and benefit of a Unit shall be a part of the Unit, whether or not they are located within or partly within the boundaries of the Unit.

(b) Boundaries. The boundaries of each Unit shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surfaces of the lowest subfloors, highest ceilings and perimeter walls of each Unit. If any horizontal, vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, subfloor or ceiling surface of the Unit because of inexact measurement, construction, settling after construction, or any other reason, the boundary lines of each Unit shall be treated for purposes of Ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as if in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Unit in and to such space lying outside of the actual boundary lines of the Unit, but within the appropriate wall, subfloor or ceiling surfaces of the Unit.

6. Common Areas. The Common Areas include all parts of the Property other than the Units including, but not limited to:

- (a) The Real Estate.
- (b) The foundations and structural members, including columns, girders, studs, beams, supports, exterior walls and roofs, exterior walkways and interior metal framing separating the Units.
- (c) The easements, yards, gardens, sidewalks (other than those located on property dedicated to or owned by the public or government entities), parking areas, except as otherwise classified and defined as part of an individual Unit or the Limited Common Areas.
- (d) Central services, such as power, light, gas, water, air conditioning, sanitary sewer mains, and any other utility installations serving the Buildings and individual Units, if any, such as hot water heaters.
- (e) The pumps, motors, and in general, all apparatus and installations existing for common use, such as pipes, ducts, electrical wiring and conduits.
- (f) The Limited Common Areas described in paragraph 7.

- (g) Subfloors, roofs, awnings, areas above ceilings and exterior perimeter walls of the Buildings, except as otherwise defined as part of an individual Unit or the Limited Areas.
- (h) All undedicated streets.
- (i) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.
- (j) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing Common Elements previously described and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property.

7. Limited Areas and Facilities. Limited Areas are those parts of the Common Areas which shall be used exclusively or substantially exclusively for the benefit of a Unit(s). The Limited Areas include:

- (a) The portion of the Real Estate upon which the Unit is located.
- (b) The concrete floor on which the Unit is located.
- (c) The ceiling and ceiling suspension system which is located over the Unit.
- (d) The Unit side of the interior walls surrounding the Unit including the metal studs, gypsum board, dry wall and insulation which form a part of the walls.
- (e) The installation for central services, such as plumbing, power, light, gas and cold water servicing the Unit.
- (f) The entrances to the Unit, including the doorways.
- (g) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing Limited Common Elements and for all other services necessary and convenient to the existence, maintenance, safety and use of the Unit or Condominium Property.

8. Ownership of Common Areas 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 Unit's Percentage Interest. An Owner's Percentage Interest shall be calculated based on the ratio of the total square footage of each Unit to one-fourth (1/4) of the square footage of each Garage Unit to the sum of the total square footage of all Units and one-fourth (1/4) of the total square footage of the Garages. The proportionate shares for the respective Units and Garages in the common profits and expenses is set out in attached Exhibit B-1, which is incorporated by reference.

Each Owner shall be entitled to one (1) vote in all matters concerning Harrison Square and the Association upon which the Co-Owners are entitled to vote. No vote is attached to Garage ownership.

9. Contributions for Expenses of Common Areas and Limited Areas. Co-Owners must contribute toward the expenses of administration, maintenance, and repair of the general Common Areas and Limited Areas and toward any other expense lawfully agreed upon.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. Assessments shall include the establishment and

maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and Limited Areas. Capital funds shall not be used for usual and ordinary repair expenses of the Common Areas and Limited Areas. This capital fund shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the county where the Horizontal Property Regime is established. Assessments collected for contributions to this fund may not be subject to Indiana gross income tax or adjusted gross income tax.

10. Encroachments and Easements for Common Areas. If any portion of the Common Areas or Limited Areas encroaches upon any Unit because of location, construction, settling or shifting of a Building, then a valid easement for the encroachment shall be deemed to exist and run to the Co-Owners and Association for the maintenance, use and enjoyment of such Common or Limited Area. If a multifamily structure is partially or totally destroyed, and rebuilt, the Co-Owners agree that minor encroachments on the Common Areas or Limited Areas due to such construction shall be permitted and a valid easement shall be deemed to exist and run to the Co-Owners and Association for the maintenance, use and enjoyment of such Common or Limited Area.

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 located in any of the other Condominium Units and serving his Condominium Unit.

11. Real Estate Taxes. Real Estate taxes are to be separately assessed and taxed to each Unit as provided in the Act. Each Owner shall pay Real Estate taxes attributable to his Unit when due.

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

13. Association of Owners. The maintenance, repair, upkeep, replacement, administration, management and operation of the Property shall be by Harrison Square Condominium Owners Association, Inc. (the "Association"), a not-for-profit corporation organized under the laws of the State of Indiana. Each Owner of a Condominium Unit shall, automatically upon becoming an owner of a Condominium Unit, be and become a member of the Association and shall remain a member until his ownership ceases. Membership shall end when such person ceases to be an Owner, and will be transferred to the new Owner.

The Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast a vote for the election of each member of the Board of Directors.

The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property exclusive of the Condominium Units. All agreements, decisions and other actions lawfully taken by the Association in accordance with voting percentages shall be binding on all Owners, their successors and assigns.

14. Maintenance, Repairs and Replacements. Each Owner shall be responsible for the expense of maintenance, repairs, decoration and replacement within his own Unit and the Limited Areas reserved for his use, as provided in the By-Laws. Each Owner shall repair any defect occurring in his Unit which, if not repaired, might adversely affect any Unit, the Common Areas or the Limited Areas. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas shall be furnished by the Association as part of the Common Expenses, except as otherwise provided herein or in the By-Laws.

The Board of Directors shall adopt such rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate. The Board may amend and modify the rules and regulations from time to time as it is advisable, necessary or appropriate.

The Board of Directors or their designated agent shall have the right, at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Condominium Unit for the purpose of inspecting appurtenant Common Areas and Limited Areas replacing, repairing and maintaining such Common Areas and Limited Areas.

15. Alterations, Additions and Improvements. No Owner may make any alteration or structural change which would jeopardize the soundness or safety of the Property, reduce its value, or impair any easement without the unanimous consent by prior written approval of the Board of Directors.

16. Insurance. The Co-owners, through the Association, shall purchase a master casualty insurance policy covering loss or damage by fire and such other hazards covered by standard extended coverage insurance. The policy shall be in such an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas and Limited Areas. If the Board of Directors can obtain such coverage for reasonable amounts it shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain all risk coverage, such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercised in the event the Owners do not elect to restore pursuant to paragraph 16 of this Declaration.

The Co-owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount as the Board of Directors deems appropriate. A comprehensive public liability insurance policy shall cover the Association, the Board of Directors, any committee or organization of the Association or Board of Directors, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of Harrison Square, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of Harrison Square.

The Co-owners, through the Association, shall also obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned by the Association and officers' and directors' liability policies.

The premiums for all insurance described above shall be paid by the Association as part of the Common Expenses. When any insurance policy described above has been obtained by or on behalf of the Association, written notice of insurance coverage and of any subsequent changes or termination shall be promptly furnished to each Owner or Mortgagee whose interest may be affected by it

and who has requested such notice. The Association officer who is required to send notices of meetings of the Association shall provide such notice.

No insurance proceeds shall be distributed by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the Certificate of Insurance. In such event any remittances shall be to the Owner and his Mortgagee jointly.

Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon, but not necessarily limited to:

- (a) his personal property;
- (b) the contents of his Condominium Unit, including but not limited to all floor, ceiling and wall coverings and fixtures, betterments and improvements located within his Condominium Unit;
- (c) his personal property stored elsewhere on the Property;
- (d) his personal liability; and
- (e) his relocation and temporary housing expenses.

All such insurance shall contain the same provisions for waiver of subrogation as the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, for distribution to the Association.

17. Casualty and Restoration.

- (a) In case of fire or any other casualty or disaster, other than complete destruction of all buildings containing the Condominium Units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.
- (b) A determination of total destruction of the building containing Condominium Units shall be determined by a vote of two-thirds (2/3) of all Co-owners at a special meeting of the Association called for that purpose.
- (c) If all buildings are completely destroyed by fire or other casualty or disaster, the buildings shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the Co-owners in proportion to each Owner's Percentage Interest in the Common Areas or in proportion to the fair market value of all other Condominium Units, as specified in the By-Laws. The affected property shall then be considered removed from the Horizontal Property Regime unless a decision to rebuild is approved by a two-thirds (2/3) vote of all Co-owners. Any excess of reconstruction costs over insurance proceeds shall then be contributed as provided if the buildings are less than totally destroyed.
- (d) For purposes of subparagraph (b) and (c) above, repair, reconstruction and restoration means construction or rebuilding of the Units to as near

as possible the same condition and architectural type as existed immediately before the damage or destruction.

- (e) If the improvements are uninsured or if the insurance proceeds are insufficient to cover the cost of repair or reconstruction and the property is not to be removed from the Horizontal Property Regime, the Co-owners shall contribute the balance of any such costs in proportion to each Owner's Percentage Interest in the Common Areas. Such amount shall be assessed as part of the Common Expense and shall constitute a lien from the time of assessment.
- (f) If the Co-owners vote not to rebuild after a disaster or casualty, then the Property shall be owned by the Co-owners as tenants in common. The undivided interest in such property shall be allocated to each Co-owner in proportion to his Percentage Interest in the Common Areas. Any liens affecting any of the Condominium Units shall be deemed transferred in accordance with existing priorities to the percentage of the undivided interest of the Condominium Unit owner in the Property. Any Owner may bring suit to partition only the affected Property. If this occurs, the net proceeds of sale, plus net insurance proceeds on the Property, if any, shall be considered one fund. This fund shall be divided among all the Owners in proportion to his Percentage Interest in the Property, less each Owner's respective share of any liens on the Property.
- (g) If any insurance proceeds which could otherwise be recoverable by the Association or any Owners would not be recoverable because of any provision(s) of this Declaration or the By-Laws, such provision(s) shall be inoperative to the extent necessary to maximize the recovery of insurance proceeds.

18. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Condominium Units and the Common Areas and Limited Areas are set forth in the By-Laws. Each of the Condominium Units shall be limited to residential use by the Owner, the Owner's family, tenants, and social guests. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

The Common Areas and facilities shall remain undivided; and no Owner shall bring any action for partition, except as provided in paragraph 17(f). The Owners agree that this restriction is necessary in order to preserve the rights of the Owners regarding the operation and management of the condominium.

19. Sale, Conveyance or Other Transfer of Condominium Units; Renting and Leasing of Condominium Units.

- (a) Sales, Conveyances or Other Transfers. The right of an Owner to sell, transfer or otherwise convey his Unit is not subject to any right of first refusal or similar restriction, and any Owner may transfer his Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Owners, each Owner agrees to notify the Association, in writing, within five (5)

days after he transfers an interest in his Unit to another person. In addition, each Owner agrees to provide to a purchaser of his Unit a copy of this Declaration, the By-Laws and all effective rules and regulations.

(b) Rental.

- (i) All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior approval of the Board of Directors.
- (ii) All leases shall contain provisions adequate to require the lesser to comply with the provisions of this Declaration and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the Association; and shall provide for direct action by the Association against the lessee with or without joinder of the Owner, at the Association's option.
- (iii) All leases shall make the lessee personally liable (jointly and severally with the Owner) for assessments levied by the Association during the term of the lease pursuant to the terms of this Declaration and the By-Laws, to the same extent as if the lessee were the Owner and a member of the Association, and shall expressly subordinate the lessee's interest to the lien of the assessments provided for in this Declaration. Provided, however, that a lessee may be protected against the lien for assessments due prior to the date of the lease by procuring a binding certificate from the Association, as provided in the By-Laws, as to whether or not such assessments have been paid.
- (iv) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws and any rules to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.
- (v) Any Owner desiring to enter into a lease for his or her Unit shall submit the form of the proposed lease to the Board of Directors (which form need not include the identity of the lessee or the rental amount) for review for compliance with the requirements of this Section. The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the lease within thirty (30) days after submission by the applicant, the lease shall be deemed approved. A copy of each lease by an Owner shall be provided to the Board of Directors by the Owner within ten (10) days prior to the effective date of the lease.

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

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or twenty-five percent (25%) of the Owners.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting called and held according to the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a majority vote of the Owners present at a meeting of Owners at which a quorum is present. If any Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors as provided in the By-Laws.
- (e) Special Amendments. No amendment to this Declaration shall be adopted which changes the Percentage Interest associated with any Unit or the applicable share of an Owner's liability for Common Expenses without the approval of one hundred percent (100%) of the Co-owners or without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors as provided in 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. Amendments shall not become effective until recorded.
- (g) Revocation of Declaration. This Declaration shall not be revoked except upon unanimous consent of all Owners and Mortgagees of all Units. Revocation shall not be effective until an instrument evidencing such revocation has been recorded.

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

22. 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 licensees, 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 caused by his use, misuse, occupancy or abandonment of his Unit or its appurtenances or of the Common Areas or Limited Areas.

23. Parking Garages. An Owner of a Unit may purchase an automobile garage space which shall be permanently designated for the use of such Owner's Unit by the Board of Directors. Such exclusive use shall pass with title to the Unit for which the garage space is designated even though not expressly mentioned in the document passing title. The garage space shall be subject to such rules and regulations as the Board of Directors may adopt.

Any Owner may grant a license to any other Owner to use his garage space. Such license shall expire when the Owner who granted the license ceases to be the Owner of the Unit and its designated garage space. Any license agreement shall be in writing and an executed copy furnished to the Board of Directors. The licensee shall be bound by, and subject to, all the obligations of the Owner concerning the garage space. However, the Owner granting the license shall not be relieved from any of his obligations regarding the garage space during the period of the license.

24. Granting of Easements. The Board of Directors of the Association is granted the authority to grant easements or licenses affecting the Common Areas to utility companies (excluding transportation companies) and to others providing services similar to utility companies (such as cable television suppliers) upon such terms and conditions and for such consideration as they deem appropriate.

25. Lien for Unpaid Assessments. All sums assessed by the Association but unpaid for the share of the Common Expenses, chargeable to any Unit, shall constitute a lien from the time of assessment on such Unit prior to all other liens except only: (1) tax liens in favor of assessing unit and special district; and (2) all sums unpaid on a first mortgage of record. Such lien may be filed and foreclosed by suit of the Board of Directors, or its agent, acting on behalf of the Co-owners under the laws governing mechanic's and materialmen's liens. In any such foreclosure the Unit Owner shall be required to pay a reasonable rental for the Unit. The plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect this rental. The Board of Directors, or its agents, acting on behalf of all the Owners shall have the power to bid on the Unit at a foreclosure sale, and to acquire and hold, lease, mortgage and convey it. Suit to recover a money judgment for unpaid Common Expenses can be maintained without foreclosing or having a lien securing the unpaid Common Expenses. Where the Mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to a Unit through foreclosure of the first mortgage, or by receipt of a deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for Common Expenses chargeable to such Unit for Association assessments which became due before he acquired title. To the extent permitted by law, neither the Secretary of the United States Department of Housing & Urban Development nor the United States Department of Housing & Urban Development itself shall be liable for Common Expenses chargeable to such Unit for Association assessments which became due before title was acquired by said Secretary or said Department if title is so acquired pursuant to a guarantee of mortgage provided by said Secretary or said Department. Such unpaid expenses or assessments shall be deemed to be Common Expenses collectible from all of the Co-owners including such acquirer, his successors and assigns.

26. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the By-Laws or the Act, or to comply with any

provisions of the Declaration, the Act, the By-Laws, or the rules and regulations adopted by the Board of Directors as each may be periodically amended, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

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

20. 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 effect of the rest of this Declaration or the attached By-Laws.

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

30. Floor Plans. The Plans setting forth the layout, location, identification numbers (and letter or letters, if applicable), and dimensions of the Units and the Property are incorporated into this Declaration by reference and have been filed in the office of the Recorder of Marion County, Indiana, as of September 16, 1985 as Instrument No. 85-79440.

IN WITNESS WHEREOF, the undersigned have caused this First Restated Declaration of Horizontal Property Ownership of Harrison Square Horizontal Property Regime to be executed the day and year first above written.

APPROVED
DMD-DDS BY DSG
3-11-91

HARRISON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: Michael R. Couch MICHAEL R. COUCH
President
By: Mose T. Gilmore MOSE T. GILMORE
Secretary

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared the President and Secretary of Harrison Square Condominium Owners' Association, Inc., MICHAEL R. COUCH and MOSE T. GILMORE, who acknowledged the execution of the above and foregoing First Restated Declaration of Horizontal Property Ownership for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 5 day of MARCH, 1991.

My Commission Expires: DEC. 9, 1991

Carol L. Ficarra
Notary Public
Printed: CAROL L. FICARRA
County of Residence: HAMILTON

This Instrument was prepared by:

M. Kent Newton
KRIEG DEVAULT ALEXANDER & CAPEHART
2800 Indiana National Bank Tower
One Indiana Square
Indianapolis, Indiana 46204

LEGAL DESCRIPTION OF THE TRACT

Lots 27, 28, 29 in Robert B. and John S. Duncan's subdivision, an addition to the City of Indianapolis, the plat of which is recorded in Plat Book 4, Page 62, in the Office of the Recorder, Marion County, Indiana.

EXHIBIT A

CRU:kv1:26
7/03/90

910022646

ALLOCATION OF PERCENTAGE INTEREST TO EACH UNIT

1304 North Alabama Street

<u>Unit</u>	<u>Unit Type Bathrooms</u>	<u>Unit Sq. Ft.</u>	<u>% Allocation For Common Assessments</u>
A	Studio/1	639	3.39
B	Studio/1	639	3.39
C	Studio/1	639	3.39
D	Studio/1	639	3.39
E	Studio/1	656	3.48
F	Studio/1	656	3.48
G	Studio/1	656	3.48
H	Studio/1	656	3.48

1322 North Alabama Street

<u>Unit</u>	<u>Unit Type Bathrooms</u>	<u>Unit Sq. Ft.</u>	<u>% Allocation For Common Assessments</u>
A	Studio/1	639	3.39
B	Studio/1	639	3.39
C	Studio/1	639	3.39
D	Studio/1	639	3.39
E	Studio/1	656	3.48
F	Studio/1	656	3.48
G	Studio/1	656	3.48
H	Studio/1	656	3.48

224 East 13th Street

<u>Unit</u>	<u>Unit Type Bathrooms</u>	<u>Unit Sq. Ft.</u>	<u>% Allocation For Common Assessments</u>
A	Studio/1	639	3.39
B	Studio/1	639	3.39
C	Studio/1	639	3.39
D	Studio/1	639	3.39
E	Studio/1	656	3.48
F	Studio/1	656	3.48
G	Studio/1	656	3.48
H	Studio/1	656	3.48

1321 North Hudson Street

<u>Unit</u>	<u>Unit Type Bathrooms</u>	<u>Unit Sq. Ft.</u>	<u>% Allocation For Common Assessments</u>
1	Garage	252(65.5)	1.39
2	Garage	216(54)	1.16
3	Garage	216(54)	1.16
4	Garage	262(65.5)	1.39
5	Garage	216.54	1.16
6	Garage	262(65.5)	1.39
A	Studio/1	618	3.28
B	Studio/1	618	3.28
C	Studio/1	618	3.28

EXHIBIT B-1

CRU:kvl:27
07/03/90

910022646

FIRST RESTATED
CODE OF BY-LAWS
OF
HARRISON SQUARE HORIZONTAL PROPERTY REGIME
AND OF
HARRISON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

*THIS AMENDMENT REPLACES AND SUPERSEDES THE ORIGINAL BY-LAWS
RECORDED SEPTEMBER 16, 1985.

EXHIBIT C

910022646

CODE OF BY-LAWS
OF
HARRISON SQUARE HORIZONTAL PROPERTY REGIME
AND OF
HARRISON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
<u>Identification and Applicability</u>	1
Section 1.01. Identification and Adoption	1
Section 1.02. Individual Application	1
ARTICLE II	
<u>Meetings of Association</u>	1
Section 2.01. Purpose of Meetings	1
Section 2.02. Annual Meetings	1
Section 2.03. Special Meetings	1
Section 2.04. Notice and Place of Meetings	1
Section 2.05. Voting	2
ARTICLE III	
<u>Board of Directors</u>	3
Section 3.01. Management	4
Section 3.02. Additional Qualifications	4
Section 3.03. Term of Office and Vacancy	4
Section 3.04. Removal of Directors	4
Section 3.05. Duties of the Board of Directors	4
Section 3.06. Powers of the Board of Directors	5
Section 3.07. Limitation on Board Action	6
Section 3.08. Compensation	6
Section 3.09. Meetings	6
Section 3.10. Waiver of Notice	6
Section 3.11. Quorum	6
Section 3.12. Non-Liability of Directors	6
Section 3.13. Additional Indemnity of Directors	7
Section 3.14. Bond	7
ARTICLE IV	
<u>Officers</u>	7
Section 4.01. Officers of the Association	7
Section 4.02. Election of Officers	8
Section 4.03. The President	8
Section 4.04. The Secretary	8
Section 4.05. The Treasurer	8
Section 4.06. Assistant Officers	8
ARTICLE V	
<u>Assessments</u>	8
Section 5.01. Annual Accounting	8
Section 5.02. Proposed Annual Budget	9
Section 5.03. Regular Assessments	9
Section 5.04. Special Assessments	10
Section 5.05. Failure of Owner to Pay Assessments	11
Section 5.06. Maintenance and Repairs	12
Section 5.07. Commencement of Regular Assessments	12

910022646

CODE OF BY-LAWS
OF
HARRISON SQUARE HORIZONTAL PROPERTY REGIME
AND OF
HARRISON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS (continued)

	<u>Page</u>
ARTICLE VI	
<u>Restrictions, Entry and Rules and</u>	
<u>Regulations</u>	13
Section 6.01. Restrictions on Use	13
Section 6.02. Right of Entry	16
Section 6.03. Right of Board to Adopt	
Rules and Regulations	16
ARTICLE VII	
<u>Amendment to By-Laws</u>	16
Section 7.01.	16
ARTICLE VIII	
<u>Mortgages</u>	16
Section 8.01. Notice to Association	16
Section 8.02. Notice of Unpaid Assessments	17
ARTICLE IX	
<u>Miscellaneous</u>	17
Section 9.01. Fiscal year	17
Section 9.02. Seal	17
Section 9.03. Membership Certificate	17

CODE OF BY-LAWS
OF
HARRISON SQUARE HORIZONTAL PROPERTY REGIME
AND OF
HARRISON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating Harrison Square Horizontal Property Regime ("Harrison Square") to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions and liabilities contained in the Declaration apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 1.02. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act, and to any rules and regulations adopted by the Board of Directors as herein provided.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held within six months after the close of each fiscal year upon call of the President, or upon written petition of at least twenty-five percent (25%) of the Owners. At the annual meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the Association.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon written petition of twenty-five percent (25%) of the Owners. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution, unless twenty-five percent (25%) of the Owners are present, either in person or by Proxy, and consent to the transaction of other business.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Marion County, Indiana, as may be designated by the

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Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Association to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 8.01 of these By-Laws. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. Each Owner shall be entitled to cast one (1) vote for each Condominium Unit he owns on each matter coming before the meeting as to which the Owner is entitled to vote. No additional votes are allocated to Garage Owners.

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

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation may cast the vote to which the corporation is entitled. The secretary of the corporation or a trustee of the trust so entitled to vote shall deliver or cause to be delivered before the start of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of the corporation or trust.

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

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Act or the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Statute"), twenty-five percent (25%) of the Owners shall constitute a quorum at all meetings ("Quorum Vote"). If at any meeting a quorum is not

present, the Owners who are present, either in person or by proxy, may adjourn the meeting to another time within forty-eight (48) hours of the time at which the original meeting was scheduled. In order to be passed, any motion must be approved by a majority of the Quorum Vote.

(f) Conduct of Annual Meeting. The President of the Association shall act as the Chairman of all annual meetings of the Association if he is present. At all annual meetings, the Chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

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

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

(3) Budget. The proposed budget for the current fiscal 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 any Owner from those persons eligible to serve. 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 is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.

(5) Other Business. Other business may be raised at the meeting only upon a written request submitted to the Secretary of the Association at least seven (7) days before the date of the meeting. However, such written request may be waived at the meeting if a majority of the Quorum Vote agree.

(6) Adjournment.

(g) Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association if he is present. The Chairman shall call the meeting to order at the designated time. The only business to be considered at such meeting shall be of the matters for which such meeting was called, as set forth in the notice of special meeting.

ARTICLE III

Board of Directors

Section 3.01. Management. The affairs of the Association and Harrison Square shall be governed and managed by the Board

of Directors (collectively, the "Board" or "Directors" and individually, "Director"). Unless and until changed by an amendment of these By-Laws duly adopted, the Board shall consist of three (3) persons. No person shall be eligible to serve as a Director unless he is, or is deemed in accordance with the Declaration to be, an Owner.

Section 3.02. 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 Condominium Unit may be represented on the Board of Directors by more than one person at a time.

Section 3.03. Term of Office and Vacancy. The term of office for members of the Board of Directors shall be one (1) year. There shall be separate nominations for the office of each Director. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors, even though they constitute less than a quorum, or by vote of the Owners if a Director is removed in accordance with Section 3.04 of this Article III. The Director so filling a vacancy shall serve until the next meeting of the Owners and until his successor is elected and qualified. At the first meeting following any such vacancy, a Director shall be elected for the balance of the term of each Director so removed or in respect to whom there has otherwise been a vacancy. A Director may be elected to successive terms.

Section 3.04. Removal of Directors. A Director or Directors may be removed with or without cause by a majority of the Quorum Vote of the Owners at the annual meeting or at a special meeting of the Owners duly called and constituted for such purpose. In such case, the successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 3.05. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Harrison Square Condominium Homes Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas (unless the same are otherwise the responsibility or duty of Owners of Condominium Units), and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which may include, but are not limited to:

- (a) repair and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of Owners;
- (b) procurement of utilities used in connection with Harrison Square, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating, furnishing, and maintaining the Common Areas and, where applicable, the Limited Areas;
- (d) surfacing, paving and maintaining private streets, parking areas and sidewalks to the extent they are not included in a Condominium Unit or constitute Limited Areas;

- (e) assessment and collection from the Owners of the Owner's share of the Common Expenses, and to give any required notices in connection therewith;
- (f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner as soon as practicable after the end of the Association's fiscal year;
- (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; payment vouchers for all expenditures shall, prior to payment, be approved by a member of the Board or such other person (which may include the Managing Agent) to whom the Board may delegate such duty and authority;
- (i) procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required under the Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;
- (j) performing and exercising, as delegated by the Board, the powers of the Board specified in Section 3.06, below; and
- (k) performing and exercising all other duties and powers specified or implicitly vested in the Board, in the Declaration, or which are delegated by the Board.

Section 3.06. Powers of the Board of Directors. The Board of Directors shall have all such powers as are reasonable and necessary to accomplish the performance of their duties and as are authorized or permitted by law. These powers include, but are not limited to, the power:

- (a) to employ a Managing Agent to assist the Board in performing its duties;
- (b) to purchase or lease for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;
- (c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of Harrison Square;
- (d) to employ, designate, supervise, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;
- (e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
- (f) to open and maintain a bank account or accounts in the name of the Association at insured financial institution(s);

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

Section 3.07. Limitation on Board Action. If, by the terms of the Declaration or by law, an action of the Board requires the consent or approval of the Owners or a certain specified vote of the Owners, the Board shall take no such action without obtaining such consent, approval or specified vote. In addition, any agreement for professional management of the Property must provide for termination by either party thereto without cause and without payment of a termination fee upon ninety (90) days or less written notice and shall have a maximum contract term of one (1) year, but any such agreement or contract may be renewable by agreement of the parties for successive periods.

Section 3.08. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Quorum Vote. Directors shall be entitled to reimbursement from the Association for expenses reasonably incurred or paid by them in the performance of their duties. The Managing Agent shall be entitled to reasonable compensation for its services, and reimbursement of its expenses, as authorized from time to time by the Board. The cost of such expenses shall be a Common Expense.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. At least three (3) regular meetings shall be held during the fiscal year. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days before the date of the meeting, unless notice is waived. Regular meetings shall be open to all Owners.

Special meetings of the Board may be called by the President, the Secretary, or any two (2) members of the Board by giving written notice thereof to the Secretary. The Secretary shall give notice to the Board members, either personally or by mail, at least three (3) days before the date of such special meeting, unless such notice be waived. The notice of the meeting shall contain a statement or the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Marion County, Indiana as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. The presence of any Director at a meeting or his subsequent consent to the actions taken at the 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 3.11. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. 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. If less than a quorum is present at any meeting, a majority of those present may vote to adjourn the meeting to another time.

Section 3.12. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any

person, firm or corporation arising out of contracts made by the Board on behalf of Harrison Square or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of Harrison Square or the Association and that in all matters the Board acts for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of Harrison Square shall provide that the Board of Directors and the Managing Agent, if applicable, act as agents for the Owners and shall have no personal liability under such contracts, except in their capacity as Owners to the extent of their Percentage Interest.

Section 3.13. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding because he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in defending or appealing such action, suit or proceeding. However, if it is adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties, the Association shall not indemnify, hold harmless and defend the individual. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Quorum Vote that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by: (a) the Managing Agent of Harrison Square; (b) any officer or employee of Harrison Square; or (c) any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof. A Director shall not be deemed guilty of or liable for negligence or misconduct because he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.14. Bond. If available and obtainable, the Board of Directors shall provide surety bonds and shall require the Managing Agent, Treasurer and such other officer as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty. These bonds shall be in such sums and with such sureties as may be approved by the Board of Directors. Any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be

necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board and shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings and shall perform all other duties incident to the office of the Secretary, and as may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws. However, this responsibility may be assigned by the Board to the Managing Agent.

Section 4.05. 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 Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Association. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 4.06. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and an Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, as soon as practicable after the close of each fiscal year of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

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Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year itemizing all anticipated common and extraordinary expenses and estimating the total amount of the Common Expenses for the current fiscal year. The Board shall furnish a copy of the proposed budget to each Owner at or before the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Quorum Vote. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas. The replacement reserve fund shall be used only for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana, selected from time to time by the Board. The fund shall be maintained at a level equal to at least fifteen percent (15%) of the current annual budget. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy of it to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and twenty percent (120%) of such last approved budget, as a temporary budget.

Section 5.03. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Condominium Unit based on the Percentage Interest of each Condominium Unit contained in Exhibit B-1 to the Declaration. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds. The regular Assessment against each Condominium Unit shall be paid in equal monthly installments and shall be due on the first day of each month. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. At the annual meeting or any special meeting called for that purpose the Owners may vote to require that Regular Assessments be paid in advance in equal quarterly installments rather than monthly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget.

- (a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether quarterly or monthly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or
- (b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owner, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether quarterly or monthly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment quarterly, semi-annually or annually in advance, then the adjustments set forth under (a) or (b) above shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his successor as owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or

reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments:

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments assessed against Condominium Units owned by him. 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 Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

(b) Notwithstanding anything contained in this Section or elsewhere in the Declaration and these By-Laws, any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due 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 Condominium Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Condominium Unit from which it arose), as provided in the Act. To the extent permitted by law, neither the Secretary of the United States Department of

Housing & Urban Development nor the United States Department of Housing & Urban Development itself shall be liable for Common Expenses chargeable to such Unit for Association assessments which became due before title was acquired by said Secretary or said Department if title is so acquired pursuant to a guarantee of mortgage provided by said Secretary or said Department.

Section 5.06. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and Limited Areas (unless repair and replacement thereof is the responsibility of the Association hereunder), and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, including garbage disposals, dishwashers, stoves, ranges and refrigerators; telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit); doors, screens and windows (including exterior and interior of all glass and screen surfaces); lamps; and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant or other occupant or visitor of such Owner, damage is caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements are required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board.

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

Section 5.07. Commencement of Regular Assessments. The Regular Assessments provided for herein shall commence as to each Condominium Unit on the date the same is first conveyed to an Owner. At the closing of the sale of each Condominium Unit, the purchaser of such Condominium Unit shall pay to the Association his Regular Assessment, prorated for the remainder of the month in which closing occurs, including the date of closing.

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ARTICLE VI

Restrictions, Entry and Rules and Regulations

Section 6.01. Restrictions on Use. The following restriction on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to Harrison Square and in addition to those set forth in the Declaration. These are as follows:

(a) All Condominium Units shall be used exclusively for residential purposes and no Condominium Unit may be partitioned or subdivided.

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

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

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas, or Limited Areas. No disturbing noises or objectionable odors shall be produced upon or allowed to emanate from any Condominium Unit. Owners shall exercise extreme care to prevent disturbing other Owners by the use of musical instruments, radios, televisions or amplifiers.

(e) Nothing shall be caused or permitted to be hung or displayed on the outside of windows, or placed on the outside walls of a Building, or placed otherwise outside of a Condominium Unit, or any part thereof, and no sign (except as otherwise provided in the Declaration or these By-Laws), awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio or balcony so as to be visible from outside thereof, except as originally installed, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas or Limited Areas or on the Property, except that pet dogs, cats or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Areas, caused by his pet. The tethering of pets in any area outside an Owner's fenced Limited Area does not constitute "attended." Pet leavings or droppings on the Common Area and Limited Area shall be picked up immediately by the pet's owner and disposed of in a proper receptacle. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the

Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property immediately upon written notice from the Board to the respective Owner to do so.

(g) Nothing shall be done or permitted in any Condominium Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these By-Laws. No Condominium Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of Harrison Square or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Condominium Units or neighboring property.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) 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 which would require rezoning or which would create a nuisance or traffic or parking problems for other Owners.

(j) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Property or any Condominium Unit.

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

(l) The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Areas, and may enforce such regulations or restrictions by levying fines, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate. No vehicles may be serviced at any time on the Property unless an emergency situation exists.

(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 express permission from the Board.

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose

any furniture, packages or objects of any kind, without the consent of the Board of Directors.

(o) All garbage, trash and refuse shall be stored in appropriate containers approved by the Board and shall be placed at such locations for trash collection as are designated by the Board.

(p) No use shall be made of any part of the Property which violates, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Property shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in any declaration of restrictions affecting, or easements affecting or appurtenant to, all or any part of the Property.

(q) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. For example, play areas for children shall be restricted to those areas of the Common Areas, if any so designated by the Board.

(r) No flammable, combustible or explosive material, chemical or substance shall be permitted or kept in any Condominium Unit or other portion of the Property, except such products as are required in normal household use. The Owner and occupant of any Condominium Unit shall each notify the appropriate fire department official(s) of the presence of such material or substance before it is brought into any Condominium Unit and/or onto the Property. When such materials, chemicals or substances are necessarily brought onto the Property, such fact must be immediately disclosed to the Board, or its Managing Agent; provided, however, that this disclosure shall not create or expand any liability of the Board, or its Managing Agent. Any Owner or occupant who permits or keeps any such flammable, combustible or explosive material, chemical or substance in any Condominium Unit or other portion of the Property shall maintain insurance coverage for all loss, damage, harm or liability that may result from any such material, chemical or substance.

(s) Each Condominium Unit shall be kept free of vermin, insects or other pests. If the Board determines, at its sole discretion, that any Condominium Unit contains or is attracting vermin, insects or other pests, written notice of such fact shall be given by the Board to the occupant of the Condominium Unit and the Owner instructing that action be taken to control or exterminate the pests within forty-eight (48) hours from midnight of the date of the notice. If such remedial action is not taken by such deadline, the Board or its designee may take such measures as the Board or its designee deems necessary to control or exterminate the pests, and any expense incurred relative to such remedial measure shall be the responsibility of the Owner.

(t) Water closets and other water apparatus in the Property shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a Condominium Unit shall be the responsibility of the Owner.

(u) Supplies, goods and packages of every kind are to be delivered in such manner as the Board, or its Managing Agent may prescribe and the Board is not responsible for the loss or damage of any such property, notwithstanding

such loss or damage that may occur through the carelessness or negligence of the employees or agents of the Association.

(v) The Board, or its Managing Agent may from time to time curtail or relocate any space devoted to storage or service purposes in any Building or Common Area or Limited Area.

(w) Owners and members of their families, their guests, or invitees and all occupants of any Condominium Unit shall not at any time nor for any reason whatsoever enter upon or attempt to enter upon the roof of any Building except for necessary maintenance of the Common Areas and other equipment which the Owners are required to maintain.

(x) Complaints regarding any aspect of the Property, including any services provided by the Association, shall be made in writing to the Board, or its Managing Agent.

(y) Whenever any permission, consent or approval is provided or necessary under any of these Rules and Regulations to be given by the Board, its Managing Agent, or other authorized representative, such permission, consent or approval must be in writing and signed and dated by the appropriate person(s). Any permission, consent or approval given under these By-Laws may be amended or repealed at any time by resolution of the Board.

Section 6.02. Right of Entry. All Owners and occupants of a Condominium Unit shall be deemed to have granted the right of entry thereto to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Condominium Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Condominium Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the manner, and subject to the limitations and requirements, as set forth in paragraph 20 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the Office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit, or the

Mortgagee, shall notify the President of the Association, or his designee, of the name and address of the Mortgagee. The Secretary shall maintain a record entitled "Mortgagees of Condominium Units", of such Mortgagees. Any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in the record in the time provided. Unless notification of any the such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these By-Laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as provided above, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under the Declaration or those By-Laws which is not cured within sixty (60) days.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

ARTICLE IX

Miscellaneous

Section 9.01. Fiscal year. The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December next following.

Section 9.02. Seal. The Association may have and use a corporate seal, which seal, if adopted, shall be circular in form and mounted upon a metal die, suitable for paper impression. About the upper periphery of the seal shall appear the words "HARRISON SQUARE CONDOMINIUM OWNERS ASSOCIATION, INC.", and about the lower periphery thereof the word "Indiana". In the center of the seal shall appear the word "Seal". However, the use of the seal or an impression thereof is not required, and will not affect the validity of any instrument.

Section 9.03. Membership Certificates. Each member of the Association may receive a certificate from the Association, signed by the president or vice-president, and secretary or assistant secretary thereof, stating that he is a member of the Association. Such certificates shall be non-transferable and a member's certificate shall become void and of no force and effect upon sale by a member of his Condominium Unit. Such membership certificates shall be in a form and style determined by the Board.

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CODE OF RULES AND REGULATIONS
OF
HARRISON SQUARE CONDOMINIUM OWNERS' ASSOCIATION, INC.

TABLE OF CONTENTS

Definitions

Article I. General Enforcement Procedure

- 1.01 Rules and Regulations
- 1.02 Effective Date
- 1.03 Violations
- 1.04 Enforcement

Article II. Assessment Fee Payment Policy

- 2.01 Due and Payable
- 2.02 Delinquency
- 2.03 Financial Responsibility
- 2.04 Discrepancies

Article III. Use of Common Areas

- 6.01 Windows
- 6.02 Guests
- 6.03 Recreational Activities
- 6.04 Parking
- 6.05 Vehicle Towing
- 6.06 Vehicle Types
- 6.07 Vehicle Use and Care
- 6.08 Firearms
- 6.09 Pets
- 6.10 Signs
- 6.11 Garage and Yard Sales
- 6.12 Exterior Accessories
- 6.13 Exterior Landscaping
- 6.14 Unit Leasing
- 6.15 Trash
- 6.16 Firewood
- 6.17 Barbecue or Gas Grills

Article IV. Miscellaneous

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EXHIBIT D

DEFINITIONS

Code: The Code of Rules and Regulations governing the Harrison Square Condominium Owners' Association, Inc.

Harrison Square Condominium Owners: The Association of co-owners of condominiums commonly known as Harrison Square Condominiums, as incorporated under the laws of the State of Indiana.

Guest: Anyone invited onto the property of Harrison Square Condominiums by or with the consent of an Owner for social purposes.

Invitee: Anyone asked by an Owner to come onto property of Harrison Square Condominiums for rendering services (i.e. maids, cleaning services, repairmen).

Late Fee: A fee imposed by the Board of Directors on any Owner who does not pay his or her monthly assessment by the tenth (10th) day of each month.

Management Agent or Manager: The management firm hired by the Association, to assist the Board of Directors in maintenance, collection procedures and enforcement of all rules and regulations.

Regular Assessment: The amount to be paid by each Owner on the first of each month to cover common expenses for the fiscal year as set forth in the budget, as determined by the Association, at the annual meeting.

Resident/Tenant: Anyone who is a lessee of a Condominium Unit under a signed lease.

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ARTICLE I

GENERAL ENFORCEMENT PROCEDURE,
TERMS AND DEFINITIONS

1.01 RULES AND REGULATIONS. The Board of Directors pursuant to the powers established by the Horizontal Property regime hereby adopts this Code of Rules and Regulations of the Harrison Square Condominium Owners' Association. These Rules and Regulations are authorized by the Code of By-Laws of the Association and the Horizontal Property Regime. The Code of Rules and Regulations incorporates and supplements those adopted pursuant to the Second Amendment to the By-Laws, executed on December 16, 1989, and recorded in the Office of the Marion County Recorder as Instrument No. 890126351, and the Third Amendment to the By-Laws, executed on January 4, 1990, and recorded in the office of the Marion County Recorder as Instrument No. 900003549. In addition to the terms defined herein, the definitions and terms as defined and used in the Declaration shall have the same meaning in this Code and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms.

1.02 EFFECTIVE DATE. The Code shall become effective on January 9, 1991.

1.03 VIOLATIONS. Any person subject to the Code of the Association, shall be considered in violation when he or she fails to abide by, or allows his or her Residents and/or Guests to fail to abide by the Code. Owners are deemed fully responsible to the Association, for any violation of the Code by their children, tenants, residents, invitees and guests.

1.04 ENFORCEMENT.

a. Written notice of violation shall be sent by the Board or Management Agent to the Owner and Resident requiring Owner and/or Resident to cure the violation. The Owner shall be fined Five Dollars (\$5.00) per day until the violation is cured.

b. If the violation is not cured to the satisfaction of the Board within seven (7) days of notice, a second written notice will be sent to the Owner and Resident requiring Owner or Resident to either cure the defect or request a hearing before the Board within fourteen (14) days.

c. If the violation is not cured and no hearing has been requested, the Board, by a majority vote, shall determine whether the Owner and/or Resident should be subject to additional penalties, including filing suit for damages, or for any other remedies available in law or equity, including injunction, attorney fees, expenses and costs.

ARTICLE II

ASSESSMENT FEE PAYMENT POLICY

2.01 DUE AND PAYABLE. Regular monthly assessments shall be due and payable on the first day of each month. All checks shall be made payable to Harrison Square Condominium Owners' Association, Inc. and mailed to the Management Agent. Regular monthly assessments are delinquent if not paid by the tenth (10th) day of the month. If any Owner's monthly assessment is delinquent, such Owner shall be assessed a Late Fee in the amount of twenty-five percent (25%) of his or her monthly assessment.

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2.02 DELINQUENCY. The Board, at its discretion, may declare an Owner's total fiscal year assessment due and payable when any payment is delinquent. Assessment payments shall not be withheld by any Owner who may be dissatisfied with maintenance or management services.

2.03 FINANCIAL RESPONSIBILITY. If the Board must resort to litigation to obtain payment of delinquent regular assessments, all costs of litigation, including attorney fees, shall be assessed to delinquent Owner.

2.04 DISCREPANCIES. Any Owner aware of a discrepancy in his or her account shall write the Management Agent and forward copies of proof of payment. Duplicate copies shall be sent to the Board of Directors' Treasurer.

ARTICLE III

USE OF PROPERTY

6.01 WINDOWS. Nothing shall be caused or permitted to be hung or displayed on the outside of windows, or placed on the outside walls of a Building, or placed otherwise outside of a Condominium Unit, or any part thereof, and no sign (except as otherwise provided in the Declaration or the By-Laws), awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio or balcony so as to be visible from outside thereof, except as originally installed, unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time.

6.02 GUESTS. All Owners and Residents shall be responsible for the acts of their Invitees and Guests and shall have the duty to see that their Invitees and Guests obey this Code. Any invitation to visit of any Invitee or Guest shall be withdrawn upon their violating of this Code, and they shall become trespassers should they not leave upon request after violating this Code.

6.03 RECREATIONAL ACTIVITIES. Owners and/or Residents shall be responsible for all conduct and actions of all persons residing permanently or temporarily in the Unit and Guests. The Owners and/or Residents are responsible for providing supervision and taking any other steps necessary or appropriate to assure personal safety and safety of property. No play shall involve disturbing noise, or anything which is or tends to be detrimental or destructive to the grounds, landscaping or buildings. NO ONE shall loiter or play in or about the Common Area without the presence and direct supervision of the Owner or Resident. All persons' property shall be stored indoors except when in use. All Owners, Residents, persons residing in the Unit and Guests are subject to all the other rules and regulations not contained in this paragraph.

6.04 PARKING. There shall be one (1) parking space allotted for each Unit at Harrison Square. Only vehicles displaying valid parking stickers shall be permitted to park in the parking lot. Any Owner may authorize the designated towing company to tow a vehicle not displaying a valid parking sticker if it is parked in the lot and there are no other spaces available for that Owner.

6.05 VEHICLE TOWING. Any vehicle parked in the parking lot without a valid parking sticker displayed may be towed, without notice, by a towing company designated by the Association. The owner of the towed vehicle will be responsible for any costs, fees, or fines related to towing. The Association disclaims any liability for any loss or damage caused by towing.

6.06 VEHICLE TYPES. Only vehicles for personal and family use with current licenses may be parked at the Harrison Square Condominiums. Commercial vehicles, trucks and vans weighing in excess of six thousand (6,000) pounds GVW may not be parked at Harrison Square. No vehicle which cannot operate on its own power and/or with flat tires shall remain at Harrison Square premises in that condition for more than twenty-four (24) hours. Also prohibited from parking at the Harrison Square are campers, trucks, recreational vehicles, trailers, motor homes, boats and catamarans. Any vehicle stored by a Owner or Resident shall be stored within a garage.

6.07 VEHICLE USE AND CARE. Oil changes, radiator flushing or major repair work on motor vehicles is prohibited in all Common and Limited Areas. Vehicles in unsightly condition are prohibited.

6.08 FIREARMS. Absolutely NO firearms shall be used at Harrison Square. Any Owner or Resident owning firearms must have them properly registered in accordance with the laws of the State of Indiana. Any damages or injuries incurred by firearms are the responsibility of the Owner or Resident owning or possessing the firearms. Pellet guns, air rifles and "BB" guns are strictly prohibited.

6.09 PETS. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas or Limited Areas or on the Property, except that pet dogs, cats or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. No Owner or Resident shall keep more than two (2) pets within a Unit without written approval of the Board. Pets shall be taken outdoors only under leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Areas, caused by his pet. The tethering of pets in any area outside an Owner's fenced Limited Area does not constitute "attended." Pet leavings or droppings on the Common Area and Limited Area shall be picked up immediately by the pet's owner and disposed of in a proper receptacle. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property immediately upon written notice from the Board to the respective Owner to do so.

6.10 SIGNS. No "for sale", "for rent", or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Property or any Condominium Unit. Provided, however, notwithstanding Section 6.01 of the By-Laws, realtor "open house" signs may be displayed during the hours a Unit is being shown which shall be on Sundays from 2:00 PM to 5:00 PM. Signs shall be removed immediately following the open house. Any special event signs giving directions are permitted only during the time of the function and must be removed immediately following the function.

6.11 GARAGE AND YARD SALES. Garage sales are prohibited at all times. The Board, with majority vote, may give permission for the Association to hold all-Resident garage sales. Written request must be made to the Board four (4) weeks before to the sale and all Residents must be notified and invited to participate.

6.12 EXTERIOR ACCESSORIES. No antennae, weather vanes, cupolas, permanent trim, satellite dishes, receiving equipment or any other such items or equipment, including hot tubs, may be installed on any unit or in any Common Area without the unanimous approval of the Board. Flags, pennants, or windchimes are not permitted. Any furniture left outdoors must be in good repair and designed for outdoor use.

6.13 EXTERIOR LANDSCAPING. No Owner or Resident shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with express permission from the Board. With permission from the Board, Owners who wish to plant any ornamental plants outside their individual Units may do so if the ornamental plants are not more than eighteen (18) inches tall. Individual Owners may not plant other types of shrubs or foliage. Hanging plants are not permitted. Permissible types of ornamental plants must be planted in round redwood or concrete planters at least twelve (12) inches tall for first floor units and in rectangular redwood planters at least eighteen (18) inches long for second floor units. No unit may have more than two (2) exterior planters.

6.14 UNIT LEASING.

a. All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior approval of the Board of Directors.

b. All leases shall contain provisions adequate to require the lessee to comply with the provisions of the Declaration and the By-laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the Association; and shall provide for direct action by the Association against the lessee with or without joinder of the Owner, at the Association's option.

c. All leases shall make the lessee personally liable (jointly and severally with the Owner) for assessments levied by the Association during the term of the lease pursuant to the terms of the Declaration and the By-laws, to the same extent as if the lessee were the Owner and a member of the Association, and shall expressly subordinate the lessee's interest to the lien of the assessments provided for in the Declaration. Provided, however, that a lessee may be protected against the lien for assessments due prior to the date of the lease by procuring a binding certificate from the Association, as provided in the By-laws, as to whether or not such assessments have been paid.

d. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association for compliance with the provisions of this Declaration, the By-laws and any rules to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.

e. Any Owner desiring to enter into a lease for his or her Unit shall submit the form of the proposed lease to the Board of Directors (which form need not include

the identity of the lessee or the rental amount) for review for compliance with the requirements of this section. The Board of Directors may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the lease within thirty (30) days after submission by the applicant, the lease shall be deemed approved. A copy of each lease by an Owner shall be provided to the Board of Directors by the Owner within ten (10) days prior to the effective date of the lease.

6.15 TRASH. No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose any furniture, packages or objects of any kind, without the consent of the Board of Directors. No trash, refuse, or garbage may be stored in the vestibule of any unit or the Common Areas. All trash must be placed in appropriate containers for trash pick-up as designated by the Board.

6.16 FIREWOOD. Firewood may be stored outdoors only between the months of October and March. Stacked firewood may not occupy more than nine (9) square feet of space and must be located in areas away from sidewalks, the parking lot, doorways, or other areas where there is foot traffic. Individual Owners are responsible for any damage caused by the storage of firewood.

6.17 BARBECUE OR GAS GRILLS. Barbecue or gas grills in good repair may be used outdoors only in areas designated by the Board. At no time may such grills be used indoors, in either an individual Unit or in the Common Areas. No such grill may be left unattended; all use MUST be under the supervision of the Owner or Resident.

ARTICLE IV

MISCELLANEOUS

(a) All Condominium Units shall be used exclusively for residential purposes and no Condominium Unit may be partitioned or subdivided.

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

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

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas, or Limited Areas. No disturbing noises or objectionable odors shall be produced upon or allowed to emanate from any Condominium Unit. Owners shall exercise extreme care to prevent disturbing other Owners by the use of musical instruments, radios, televisions or amplifiers.

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(e) Nothing shall be done or permitted in any Condominium Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or the By-Laws. No Condominium Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of Harrison Square or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Condominium Units or neighboring property.

(f) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) No industry, trade, or other commercial or religious activity, educational or otherwise, assigned for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property which would require rezoning or which would create a nuisance or traffic or parking problems for other Owners.

(h) No use shall be made of any part of the Property which violates, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Property shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in any declaration of restrictions affecting, or easements affecting or appurtenant to, all or any part of the Property.

(i) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. For example, play areas for children shall be restricted to those areas of the Common Areas, if any so designated by the Board.

(j) No flammable, combustible or explosive material, chemical or substance shall be permitted or kept in any Condominium Unit or other portion of the Property, except such products as are required in normal household use. The Owner and occupant of any Condominium Unit shall each notify the appropriate fire department official(s) of the presence of such material or substance before it is brought into any Condominium Unit and/or onto the Property. When such materials, chemicals or substances are necessarily brought onto the Property, such fact must be immediately disclosed to the Board, its Manager or Managing Agent; provided, however, that this disclosure shall not create or expand any liability of the Board, its Manager or Managing Agent. Any Owner or occupant who permits or keeps any such flammable, combustible or explosive material, chemical or substance in any Condominium Unit or other portion of the Property shall maintain insurance coverage for all loss, damage, harm or liability that may result from any such material, chemical or substance.

(k) Each Condominium Unit shall be kept free of vermin, insects or other pests. If the Board determines, at its sole discretion, that any Condominium Unit contains or is attracting vermin, insects or other pests, written notice of such fact shall be given by the Board to the occupant of the Condominium Unit and the Owner

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instructing that action be taken to control or exterminate the pests within forty-eight (48) hours from midnight of the date of the notice. If such remedial action is not taken by such deadline, the Board or its designee may take such measures as the Board or its designee deems necessary to control or exterminate the pests, and any expense incurred relative to such remedial measure shall be the responsibility of the Owner.

(l) Water closets and other water apparatus in the Property shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a Condominium Unit shall be the responsibility of the Owner.

(m) Supplies, goods and packages of every kind are to be delivered in such manner as the Board, its Manager or Managing Agent may prescribe and the Board is not responsible for the loss or damage of any such property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees or agents of the Association.

(n) The Board, its Manager or Managing Agent may from time to time curtail or relocate any space devoted to storage or service purposes in any Building or Common Area or Limited Area.

(o) Owners and members of their families, their guests, or invitees, and all occupants of any Condominium Unit shall not at any time nor for any reason whatsoever enter upon or attempt to enter upon the roof of any Building except for necessary maintenance of the Common Areas and other equipment which the Owners are required to maintain.

(p) Complaints regarding any aspect of the Property, including any services provided by the Association, shall be made in writing to the Board, its Manager or Managing Agent.

(q) Whenever any permission, consent or approval is provided or necessary under any of this Code to be given by the Board, its Manager, Managing Agent, or other authorized representative, such permission, consent or approval must be in writing and signed and dated by the appropriate person(s). Any permission, consent or approval given under this Code may be amended or repealed at any time by resolution of the Board.

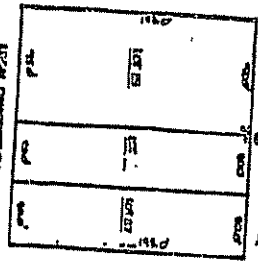
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FOR INFORMATION, A REVISION TO THE ORIGINAL PLAN, AS SHOWN ON THE ATTACHED DRAWING, IS BEING SUBMITTED TO THE BOARD OF HEALTH FOR REVIEW AND APPROVAL. THE REVISION IS AS FOLLOWS: THE BOARD OF HEALTH IS REQUESTING THAT THE BOARD OF HEALTH REVIEW THE REVISION AND APPROVE IT IF IT IS IN ACCORDANCE WITH THE HEALTH CODE. THE BOARD OF HEALTH IS REQUESTING THAT THE BOARD OF HEALTH REVIEW THE REVISION AND APPROVE IT IF IT IS IN ACCORDANCE WITH THE HEALTH CODE.

APPROVED: [Signature] DATE: 10/12/1917

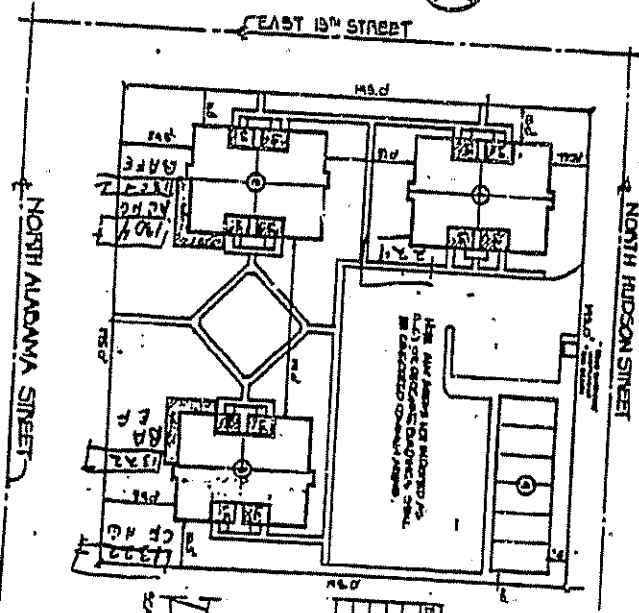
THE BOARD OF HEALTH HAS REVIEWED THE REVISION AND APPROVES IT. THE BOARD OF HEALTH HAS REVIEWED THE REVISION AND APPROVES IT.



LOCAL ORDINANCES: The Board of Health is authorized to enforce the health code. The Board of Health is authorized to enforce the health code.

4
2

Plastic
6" tall
Black



HARRISON SQUARE
HORIZONTAL ROBERTS REGIME
SITE PLAN

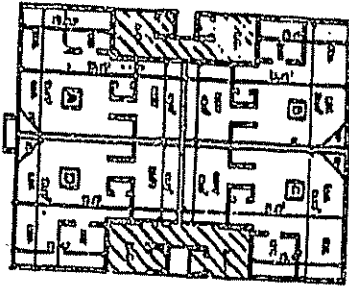
DATE	DESCRIPTION	BY	APPROVED
10/12/1917	REVISION TO ORIGINAL PLAN	[Signature]	[Signature]
10/12/1917	APPROVAL OF REVISION	[Signature]	[Signature]



EXHIBIT E

FILED

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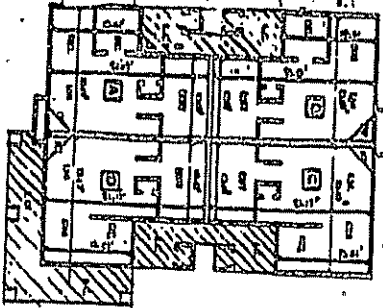
BUILDING 1

UNIT	TYPE	NO. OF UNITS	NO. OF ROOMS	NO. OF BATHS	NO. OF KITCHENS	NO. OF STAIRS	NO. OF ELEVATORS
A	1 BR	1	1	1	1	1	1
B	2 BR	1	2	1	1	1	1
C	3 BR	1	3	1	1	1	1
D	4 BR	1	4	1	1	1	1

CONDOMINIUM IDENTIFICATION

UNIT	ADDRESS	OWNER	DATE ACQUIRED
A	7200 N. 1st St.	UNIT 101	11/15/73
B	7200 N. 1st St.	UNIT 102	11/15/73
C	7200 N. 1st St.	UNIT 103	11/15/73
D	7200 N. 1st St.	UNIT 104	11/15/73

ELEVATIONS: 7200 N. 1st St. 11/15/73



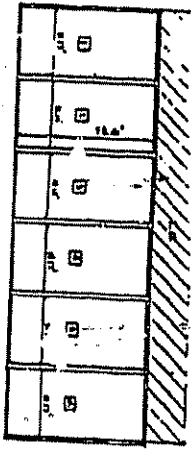
BUILDING 2

UNIT	TYPE	NO. OF UNITS	NO. OF ROOMS	NO. OF BATHS	NO. OF KITCHENS	NO. OF STAIRS	NO. OF ELEVATORS
A	1 BR	1	1	1	1	1	1
B	2 BR	1	2	1	1	1	1
C	3 BR	1	3	1	1	1	1
D	4 BR	1	4	1	1	1	1

CONDOMINIUM IDENTIFICATION

UNIT	ADDRESS	OWNER	DATE ACQUIRED
A	7200 N. 1st St.	UNIT 201	11/15/73
B	7200 N. 1st St.	UNIT 202	11/15/73
C	7200 N. 1st St.	UNIT 203	11/15/73
D	7200 N. 1st St.	UNIT 204	11/15/73

ELEVATIONS: 7200 N. 1st St. 11/15/73



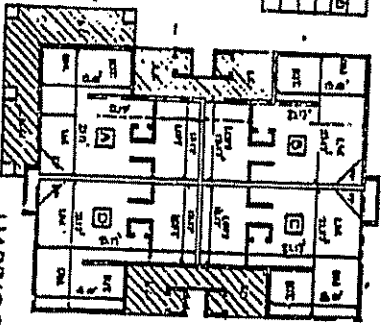
BUILDING 3

UNIT	TYPE	NO. OF UNITS	NO. OF ROOMS	NO. OF BATHS	NO. OF KITCHENS	NO. OF STAIRS	NO. OF ELEVATORS
A	1 BR	1	1	1	1	1	1
B	2 BR	1	2	1	1	1	1
C	3 BR	1	3	1	1	1	1
D	4 BR	1	4	1	1	1	1

CONDOMINIUM IDENTIFICATION

UNIT	ADDRESS	OWNER	DATE ACQUIRED
A	7200 N. 1st St.	UNIT 301	11/15/73
B	7200 N. 1st St.	UNIT 302	11/15/73
C	7200 N. 1st St.	UNIT 303	11/15/73
D	7200 N. 1st St.	UNIT 304	11/15/73

ELEVATIONS: 7200 N. 1st St. 11/15/73



BUILDING 4

UNIT	TYPE	NO. OF UNITS	NO. OF ROOMS	NO. OF BATHS	NO. OF KITCHENS	NO. OF STAIRS	NO. OF ELEVATORS
A	1 BR	1	1	1	1	1	1
B	2 BR	1	2	1	1	1	1
C	3 BR	1	3	1	1	1	1
D	4 BR	1	4	1	1	1	1

CONDOMINIUM IDENTIFICATION

UNIT	ADDRESS	OWNER	DATE ACQUIRED
A	7200 N. 1st St.	UNIT 401	11/15/73
B	7200 N. 1st St.	UNIT 402	11/15/73
C	7200 N. 1st St.	UNIT 403	11/15/73
D	7200 N. 1st St.	UNIT 404	11/15/73

ELEVATIONS: 7200 N. 1st St. 11/15/73

HARRISON SQUARE
HORIZONTAL PROPERTY REGIME

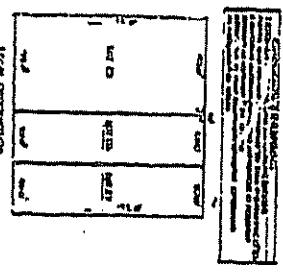


FILED
NOTARY PUBLIC
STATE OF CALIFORNIA

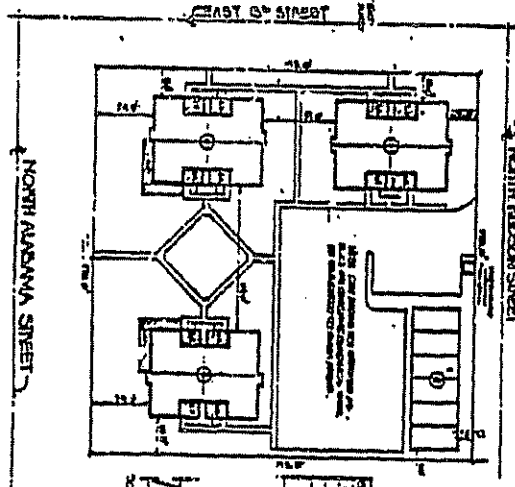
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OF SEALS

THE STATE OF ALABAMA, COUNTY OF [unclear], CITY OF [unclear].
I, [unclear], County Clerk, do hereby certify that the within and foregoing plat of [unclear] is a true and correct copy of the original filed in my office on the [unclear] day of [unclear] 19[unclear].
WITNESSE MY HAND AND SEAL OF OFFICE, AT THE CITY OF [unclear], THIS [unclear] DAY OF [unclear] 19[unclear].



NOTICE TO THE PUBLIC
This plat is subject to the provisions of the Alabama Subdivision Act, and the purchaser of any lot hereon shown is advised that the same is subject to the provisions of the Alabama Subdivision Act, and the purchaser of any lot hereon shown is advised that the same is subject to the provisions of the Alabama Subdivision Act.



HANNISON SCARF
HORIZONTAL FOREST ROAD
SITE PLAN

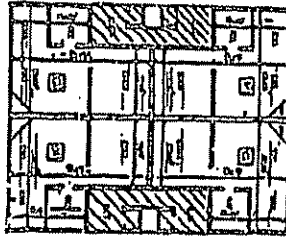
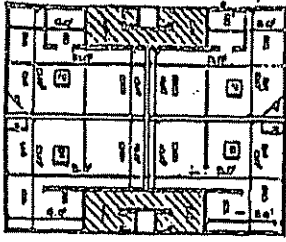
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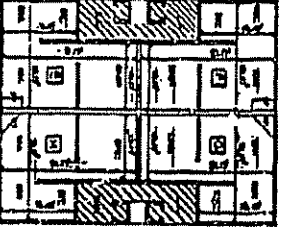


SECTION 2

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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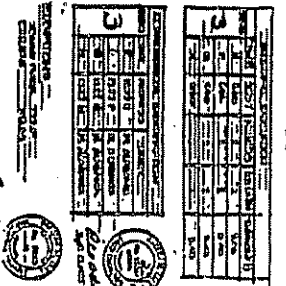
SECTION 1

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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SECTION 3

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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HANSON'S SQUARE
 HOMERIDGE PROPERTY, REGIME
 BUILDING PLANS

