

**COPY**

200500049840  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
08-08-2005 At 11:03 am.  
DEC COV RES 161.00

162.00  
77

BEST POSSIBLE IMAGE  
ALL PAGES

200500051449  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
08-10-2005 At 02:19 pm.  
DEC COV RES 162.00

**DECLARATION OF  
COVENANTS, CONDITIONS  
& RESTRICTIONS  
FOR  
LIMESTONE SPRINGS  
CONDOMINIUMS**

**Fall Creek Township  
Hamilton County, Indiana**

**CENTEX HOMES**

**DULY ENTERED FOR TAXATION**  
Subject to final acceptance for transfer  
5<sup>th</sup> day of August, 2005  
*Robin McMillen* Auditor of Hamilton County  
Parcel # \_\_\_\_\_

**ALREADY ENTERED FOR TAXATION**  
Subject to final acceptance for transfer  
10<sup>th</sup> day of August, 2005  
*Robin McMillen* Auditor of Hamilton County  
Parcel # \_\_\_\_\_

**CHICAGO TITLE**

DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
LIMESTONE SPRINGS CONDOMINIUMS

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 DEFINITIONS .....	1
ARTICLE 2 PROPERTY THAT IS SUBJECT TO THE DECLARATION AND OTHER GOVERNING DOCUMENTS.....	5
2.1 SUBJECT TO GOVERNING DOCUMENTS.....	5
2.2 NO OTHER DECLARATION OR MASTER RESTRICTIONS.....	5
2.3 MERGER WITH ANOTHER ASSOCIATION.....	5
ARTICLE 3 PROPERTY EASEMENTS AND RIGHTS.....	5
3.1 GENERAL; RECORDED EASEMENTS.....	5
3.2 DRAINAGE, SEWER AND UTILITY EASEMENTS.....	5
3.3 LANDSCAPE EASEMENTS.....	6
3.4 ACCESS AND PARKING EASEMENT.....	6
3.5 PEDESTRIAN ACCESS EASEMENTS.....	7
3.6 OWNER'S EASEMENT OF ENJOYMENT.....	7
3.7 OWNER'S MAINTENANCE AND CONDOMINIUM UNIT UTILITY EASEMENTS.....	7
3.8 ENCROACHMENT EASEMENT.....	8
3.9 ASSOCIATION'S ACCESS EASEMENT.....	8
3.10 UTILITY EASEMENT.....	9
3.11 SECURITY.....	9
3.12 DECLARANT'S EASEMENT TO INSPECT AND RIGHT TO CORRECT.....	9
ARTICLE 4 BUILDINGS, CONDOMINIUM UNITS AND AREA OF COMMON RESPONSIBILITY.....	10
4.1 DESCRIPTION OF BUILDINGS.....	10
4.2 LEGAL DESCRIPTION.....	10
4.3 PERCENTAGE INTEREST AND PERCENTAGE VOTE.....	10
4.4 DESCRIPTION OF CONDOMINIUM UNITS.....	10
4.5 COMMON AREA AND FACILITIES.....	11
4.6 LIMITED AREAS AND FACILITIES.....	11
ARTICLE 5 COVENANT FOR ASSESSMENTS.....	11
5.1 PURPOSE OF ASSESSMENTS.....	11

5.2	PERSONAL OBLIGATION.....	12
5.3	ASSESSMENT INCREASES.....	12
5.4	TYPES OF ASSESSMENTS.....	12
5.5	INITIAL ASSESSMENTS/WORKING CAPITAL FUND.....	12
5.6	REGULAR ASSESSMENTS.....	13
5.7	SPECIAL ASSESSMENTS.....	16
5.8	INDIVIDUAL ASSESSMENTS.....	16
5.9	RESTORATION ASSESSMENTS.....	16
5.10	DUE DATE.....	16
5.11	RESERVE FUNDS.....	16
5.12	ASSOCIATION'S RIGHT TO BORROW MONEY.....	17
<b>ARTICLE 6 ASSESSMENT LIEN.....</b>		<b>17</b>
6.1	ASSESSMENT LIEN.....	17
6.2	SUPERIORITY OF ASSESSMENT LIEN.....	17
6.3	EFFECT OF MORTGAGEE'S FORECLOSURE.....	17
6.4	FORECLOSURE OF LIEN.....	17
<b>ARTICLE 7 EFFECT OF NONPAYMENT OF ASSESSMENTS.....</b>		<b>17</b>
7.1	FAILURE TO PAY ASSESSMENTS.....	17
7.2	INTEREST.....	18
7.3	LATE FEES.....	18
7.4	COLLECTION EXPENSES.....	18
7.5	ACCELERATION.....	18
7.6	SUSPENSION OF USE AND VOTE.....	18
7.7	MONEY JUDGMENT.....	18
7.8	NOTICE TO MORTGAGEE.....	18
7.9	APPLICATION OF PAYMENTS.....	18
<b>ARTICLE 8 MAINTENANCE AND REPAIR OBLIGATIONS AND LIMITATIONS.....</b>		<b>19</b>
8.1	ASSOCIATION MAINTENANCE.....	19
8.2	OWNER RESPONSIBILITY.....	19
8.3	DISPUTES.....	20
8.4	CONCRETE AND ASPHALT.....	20
8.5	SNOW REMOVAL.....	20
8.6	PEST CONTROL.....	20
8.7	PATIOS, PORCHES, BALCONIES AND DECKS.....	20
8.8	WARRANTY CLAIMS.....	20
8.9	ALTERATIONS, ADDITIONS AND IMPROVEMENTS.....	20
8.10	OWNER'S DEFAULT IN MAINTENANCE.....	21
8.11	FIRE HYDRANTS.....	21
8.12	TRASH REMOVAL.....	21

<b>ARTICLE 9 USE RESTRICTIONS.....</b>	<b>21</b>
9.1 VARIANCE.....	21
9.2 ASSOCIATION'S RIGHT TO PROMULGATE RULES.....	22
9.3 ANIMALS.....	22
9.4 ANNOYANCE.....	22
9.5 APPEARANCE.....	23
9.6 DECLARANT PRIVILEGES.....	23
9.7 SIDEWALKS & DRIVEWAYS.....	23
9.8 FIRE SAFETY.....	23
9.9 LANDSCAPING.....	23
9.10 LEASING OF CONDOMINIUM UNITS.....	23
9.11 NOISE AND ODOR.....	24
9.12 OCCUPANCY.....	24
9.13 VEHICLES.....	24
9.14 GARAGES.....	24
9.15 PARKING.....	25
9.16 RESIDENTIAL USE.....	25
9.17 SIGNS.....	25
9.18 SPECIFIC USES.....	25
9.19 STRUCTURAL INTEGRITY.....	25
9.20 TELEVISION RECEPTION.....	25
9.21 WINDOW TREATMENTS.....	26
9.22 PATIOS, PORCHES, BALCONIES AND DECKS.....	27
<b>ARTICLE 10 ASSOCIATION OPERATIONS.....</b>	<b>27</b>
10.1 THE ASSOCIATION.....	27
10.2 BOARD.....	27
10.3 MEMBERSHIP.....	27
10.4 MANAGEMENT COMPANY.....	27
10.5 BOOKS AND RECORDS.....	27
10.6 INDEMNIFICATION.....	28
10.7 OBLIGATIONS OF OWNERS.....	28
<b>ARTICLE 11 ENFORCING THE GOVERNING DOCUMENTS.....</b>	<b>28</b>
11.1 ENFORCEMENT.....	28
11.2 REMEDIES.....	28
11.3 BOARD DISCRETION.....	29
11.4 NO WAIVER.....	29
11.5 RECOVERY OF COSTS.....	30
<b>ARTICLE 12 INSURANCE.....</b>	<b>30</b>
12.1 GENERAL PROVISIONS.....	30

12.2	PROPERTY INSURANCE.....	31
12.3	LIABILITY INSURANCE.....	31
12.4	WORKER'S COMPENSATION.....	31
12.5	FIDELITY COVERAGE.....	31
12.6	DIRECTORS AND OFFICERS LIABILITY.....	31
12.7	OTHER POLICIES.....	32
12.8	OWNER'S RESPONSIBILITY FOR INSURANCE.....	32
<b>ARTICLE 13 RECONSTRUCTION OR REPAIR AFTER LOSS.....</b>		<b>32</b>
13.1	CASUALTY AND RESTORATION.....	32
13.2	RESTORATION FUNDS.....	34
13.3	COSTS AND PLANS.....	34
13.4	DUTY TO REPAIR.....	35
13.5	OWNER'S LIABILITY FOR INSURANCE DEDUCTIBLE.....	35
<b>ARTICLE 14 CONDEMNATION.....</b>		<b>36</b>
14.1	CONDEMNATION.....	36
<b>ARTICLE 15 MORTGAGEE PROTECTION.....</b>		<b>36</b>
15.1	INTRODUCTION.....	36
15.2	AMENDMENT TO SATISFY REQUIREMENTS OF UNDERWRITING LENDERS.....	36
15.3	NOTICE REGARDING EXISTENCE OF MORTGAGEE.....	36
15.4	IMPLIED APPROVAL.....	36
15.5	OTHER MORTGAGEE RIGHTS.....	37
15.6	INSURANCE POLICIES.....	37
15.7	NOTICE OF ACTIONS.....	37
<b>ARTICLE 16 AMENDMENTS.....</b>		<b>37</b>
16.1	CONSENTS REQUIRED.....	37
16.2	METHOD OF AMENDMENT.....	37
16.3	EFFECTIVE.....	38
16.4	DECLARANT PROVISIONS.....	38
16.5	Certain Amendments.....	38
<b>ARTICLE 17 DISPUTE RESOLUTION.....</b>		<b>39</b>
17.1	INTRODUCTION AND DEFINITIONS.....	39
17.2	MANDATORY PROCEDURES.....	40
17.3	NOTICE.....	40
17.4	NEGOTIATION.....	40
17.5	MEDIATION.....	40
17.6	TERMINATION OF MEDIATION.....	40
17.7	ALLOCATION OF COSTS.....	41

17.8	ENFORCEMENT OF RESOLUTION.....	41
17.9	GENERAL PROVISIONS.....	41
17.10	LITIGATION APPROVAL AND SETTLEMENT.....	41
<b>ARTICLE 18 GENERAL PROVISIONS.....</b>		<b>41</b>
18.1	COMPLIANCE WITH LAWS.....	41
18.2	HIGHER AUTHORITY.....	41
18.3	NOTICE.....	41
18.4	LIBERAL CONSTRUCTION.....	42
18.5	SEVERABILITY; ENUMERATED MATTERS.....	42
18.6	CAPTIONS.....	42
18.7	INTERPRETATION.....	42
18.8	DURATION.....	42
18.9	CONTROLLING DOCUMENT.....	42
18.10	APPENDIXES.....	42
<b>ARTICLE 19 EXPANDABLE CONDOMINIUM.....</b>		<b>42</b>
19.1	EXPANDABLE CONDOMINIUM.....	42
<b>ARTICLE 20 RESERVATION OF RIGHTS TO THE USE OF THE COMMON AREAS.....</b>		<b>45</b>



# CHICAGO TITLE

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR LIMESTONE SPRINGS CONDOMINIUMS**

This DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR LIMESTONE SPRINGS CONDOMINIUMS is made by Centex Homes, a Nevada general partnership ("Declarant"), on the date signed below.

Declarant owns and/or has the exclusive right to purchase the land described in Appendix A-1 of this Declaration, together with all improvements, easements, rights, and appurtenances to the land (the "Property"). Declarant owns that portion of the Property described on Appendix A-2 (the "Tract" or "Phase I"). Declarant desires to establish a general plan of development for the Tract for a condominium community to be known as "Limestone Springs Condominiums" pursuant to the provisions of the Act (as defined in Article 1.1). Declarant also desires to provide a reasonable and flexible procedure by which Declarant may expand the Tract to include additional portions of the Property, and to maintain certain development rights that are essential for the successful completion and marketing of the Property.

Declarant further desires to provide for the preservation, administration, and maintenance of portions of the Property, and to protect the value, desirability, and attractiveness of the Property. As an integral part of the development plan, Declarant deems it advisable to create a homeowners association to perform these functions and activities more fully described in this Declaration and the other Governing Documents described below.

Accordingly, Declarant declares that the Tract and any additional portions of the Property made subject to this Declaration by recording of an amendment or supplement to this Declaration, will be owned, held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, and easements of this Declaration, including Declarant's reservations in the attached Appendix B. All of these terms, covenants, conditions, restrictions and easements run with the real property and bind all parties having or acquiring any right, title, or interest in any part of the Tract, their heirs, successors, and assigns, and inure to the benefit of each Owner of any part of the Tract.

**ARTICLE 1  
DEFINITIONS**

DEFINITIONS. The following words and phrases, whether or not capitalized, have specified meanings when used in the Governing Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1 "Act" means the Condominium Law of the State of Indiana, Indiana Code §32-25-1 et. seq., as such Act may be amended. The Act is incorporated herein by reference.

1.2 "Additional Land" means real property which may be added to the Property and subjected to this Declaration by Declarant and the owner of such property, as described in Section B.3.2 of Appendix B of this Declaration.

1.3 "Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Governing Documents is applied that pertain to the subject matter of the Document provision, regardless of whether such Applicable Law is specifically or correctly cited in the Governing Documents.

1.4. "Assessment" means any charge levied against a Condominium Unit or Owner by the Association, pursuant to the Governing Documents or State law, including but not limited to Initial Assessments, Regular Assessments, Special Assessments, Individual Assessments, and Restoration Assessments, as defined in Article 5 of this Declaration.

1.5. "Association" means the association of Owners of all Condominium Units in the Property, initially organized as Limestone Springs Condominium Owners Association, Inc., an Indiana nonprofit corporation.

1.6. "Board" means the board of directors of the Association.

1.7. "Building" means any structure on the Tract in which one or more condominium units are located. Such buildings are described and identified on the Plans.

1.8. "Bylaws" means the bylaws of the Association, as they may be amended from time to time. The Bylaws are attached as Appendix C.

1.9. "Common Area" means the Common Area and facilities appurtenant to the Property as defined in Article 4 of this Declaration.

1.10. "Common Expenses" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area and the Limited Area (to the extent provided herein), and all sums lawfully assessed against the Members of the Corporation, including the Association's pro rata share of the operations, maintenance, upkeep and replacement of the Overall Common Area available to the Owners.

1.11. "Condominium Unit" means each one of the living units constituting Limestone Springs. Each individual living unit is more particularly described and identified on the Plans and in Article 4 of this Declaration, and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided interest in the Common Area and Limited Area appertaining to such unit. Notwithstanding the foregoing, no public utility line situated within such Condominium Unit and forming part of any system serving one or more other Condominium Units or the Common Area shall be deemed to be part of such Condominium Unit.

1.12. "Co-owners" means the owners of all the Condominium Units.

1.13. "Declarant" means Centex Homes, a Nevada general partnership, which is developing the Tract, or the successors and assigns of Centex Homes that acquire any portion of the Tract for the purpose of development and which are designated a "Successor Declarant" by Centex Homes, or by any such successor and assign, in a recorded document.

1.14. "Declarant Control Period" means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix B of this Declaration. The duration of the Declarant Control Period is from the date this Declaration is recorded for a maximum period not to exceed the earlier of (1) 5 years from date this Declaration is recorded; (2) 120 days after title to 75% of the Condominium Units in the Property and on the Additional Land has been conveyed to Owners other than Declarant; or (3) the date Declarant resigns, as evidenced by notice delivered to the Resident Agent of the Association.



1.15. "Declaration" means this document, as it may be amended from time to time.

**During the Development Period, the rights of Declarant set forth in Appendix B have priority over the main body of this Declaration.**

1.16. "Development Period" means the 10-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to Appendix B hereto, including rights relating to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period at any time by recording a notice of termination.

1.17. "Development Plan" means that certain Limestone Springs Condominiums Grantor Dedication Exhibit showing easements, proposed Common Area, rights-of-way, private roads and similar features of Limestone Springs Condominiums prepared by Stoepelwerth & Associates and recorded on 08-05-2005 as Instrument No. 700500049841, Plat Cabinet No. 3, Slide No. 1224, in the Office of the Hamilton County Recorder.

1.18. "Eligible Mortgagee" means a Mortgagee who has given notice to the Association of its interest and requested all rights afforded Eligible Mortgagees under Article 15.

1.19. "Governing Documents" means, singly or collectively as the case may be, this Declaration, the Development Plan, the Plans, the Bylaws, the Association's Articles of Incorporation, and the Rules of the Association, as any of these may be amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.20. "Limestone Springs" means the residential subdivision being developed by Declarant adjacent to the Property.

1.21. "Limited Area" means the limited areas and facilities as defined in Article 4 of this Declaration and/or those parts of the Common Area limited to the use of certain Condominium Units.

1.22. "Lot" means a residential lot in Limestone Springs.

1.23. "Majority" means more than half.

1.24. "Member" means a member of the Association, each Member being an Owner of a Condominium Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.25. "Mortgagee" means a holder, insurer, or guarantor of a purchase-money mortgage secured by a recorded senior or first mortgage or deed of trust lien against a Condominium Unit.

1.26. "Municipal Entity" means any town, city, township, county, political subdivision or public or private utility, as the context shall require.

1.27. "Overall Common Area" means all pools, clubhouses, nature trails, other recreational facilities, drainage and retention ponds and systems, and all open space available for use by owners in Limestone Springs and Condominium Unit Owners.

1.28. "Overall Common Expense" means expenses for the upkeep, maintenance, repair and replacement of the Overall Common Area and real estate taxes applicable to the Overall Common Area.

1.29. "Owner" means a holder of recorded fee simple title to a Condominium Unit. Declarant is the initial Owner of all Condominium Units. Sellers under land contracts are Owners. Mortgagees who acquire title to a Condominium Unit through a deed in lieu of foreclosure or through foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.30. "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Area and Limited Area appertaining to each Condominium Unit as specifically expressed in Article 4 of this Declaration.

1.31. "Percentage Vote" means that percentage of the total vote accruing to all the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Condominium Unit.

1.32. "Plans" means the floor and building plans and finished floor elevations of the Buildings and Condominium Units. The Plans include a site plan of the Tract and Buildings which site plan is prepared by Stoepelwerth & Associates, certified by Dennis D. Olmstead, a professional land surveyor, under date of August 1, 2005. The Plans were recorded on 8/10/05 as Instrument No. 200500051416, Plat Cabinet No. 3, Slide No. 687, in the office of the Recorder of Hamilton County, Indiana. All such Plans are incorporated herein by reference.

1.33. "Property" has the meaning given to it in the introductory paragraphs of this Declaration.

1.34. "Resident" means an occupant of a Condominium Unit, regardless of whether the person owns the Condominium Unit.

1.35. "Resident Agent" means the person or entity designated as Resident Agent in the Association's articles of incorporation.

1.36. "Rules" means rules and regulations of the Association adopted in accordance with the Governing Documents. The initial Rules may be adopted by Declarant for the benefit of the Association.

1.37. "State" means the State of Indiana.

1.38. "Tract" means that portion of the property described in the Recitals above and such other portions of the Property which have, as of any given time, been subjected to the Act and this Declaration by either this Declaration or a Supplemental Declaration as herein provided.

1.39. "Underwriting Lender" means Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), Government National Mortgage Association (Ginnie Mae), Federal Housing Administration (HUD/FHA), or U. S. Department of Veterans Affairs (VA), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options nor as a representation that the Tract is approved by any institution.

**ARTICLE 2**  
**PROPERTY THAT IS SUBJECT TO THE DECLARATION**  
**AND OTHER GOVERNING DOCUMENTS**

2.1 **SUBJECT TO GOVERNING DOCUMENTS.** The Tract is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's reservations in the attached Appendix B, which run with the Tract, bind all parties having or acquiring any right, title, or interest in the Tract, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Tract. The Tract is also subject to the zoning commitments for the Property pursuant to Town of Fishers Ordinance No. 121503C.

2.2 **NO OTHER DECLARATION OR MASTER RESTRICTIONS.** The Tract is not subject to any other set of declarations or restrictions, other than this Declaration.

2.3 **MERGER WITH ANOTHER ASSOCIATION.** To the extent allowed by Applicable Law, merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Owners having at least 2/3 of the Percentage Vote. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Governing Documents within the Tract, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will have the effect of revoking, changing, or adding to the covenants established by this Declaration within the Tract.

**ARTICLE 3**  
**PROPERTY EASEMENTS AND RIGHTS**

3.1 **GENERAL; RECORDED EASEMENTS.**

3.1.1. **General.** In addition to other easements and rights established by the Governing Documents, the Tract is subject to the easements and rights contained in this Article. The Tract also is subject to any easements, licenses, leases, dedications, limitations, restrictions, reservations, and encumbrances of record, including but not limited to those shown or cited on the Development Plan and all Plans, which are incorporated herein by reference. Each Owner, by accepting an interest in or title to a Condominium Unit, covenants and agrees to be bound by the easements and other prior-recorded instruments affecting the Tract.

3.1.2. **Easements Shown on the Plans and Development Plan.** As shown on the Plans and Development Plan, portions of the Property are burdened with and benefited by (i) Drainage, Sewer, Utility, Landscape and Pedestrian Access Easements, and (ii) an Access, Parking, Drainage, Sewer, Utility and Landscape Easement. These easements are more particularly described in this Article.

3.1.3. **Other Easements and Agreements.** The Tract (including the Condominium Units) is burdened with and benefited by the Contract for Extension of Sewer Mains and Facilities by and between Declarant, the Association and Hamilton Southeastern Utilities, Inc.

3.2 **DRAINAGE, SEWER AND UTILITY EASEMENTS.** The Drainage, Sewer and Utility Easements (shown on the Development Plan and the Plans as part of the Drainage, Utility, and Sewer Easement and the Drainage, Utility and Sanitary Sewer Easement) are created and reserved by the

Development Plan, Plans and/or this Declaration as non-exclusive, perpetual easements over the Tract and the Property (including portions of the Condominium Units) for the use of all public utility companies (not including transportation companies), Municipal Entities, Declarant and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage, Sewer and Utility Easements are also created and reserved by the Development Plan, Plans and/or this Declaration for the use of Declarant and the Association for access to and construction, maintenance, operation, repair and control of any retention and detention ponds and improvements comprising and/or related to the storm water drainage system, either by surface drainage or appropriate underground installations, and the use of the Association for access to and maintenance, repair and replacement of such drainage system. The delineation of the Drainage, Sewer and Utility Easement areas on the Development Plan and Plans will not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of the Tract and the Property subject to such easement (including the Condominium Units) temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Section. Except as installed by Declarant or by third party public utility companies as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, may be erected or maintained upon the Drainage, Sewer and Utility Easements. The water lines and the storm sewer facilities situated on the Tract are private. No clear water sources, including, but not limited to, foundation drains, sump pumps and road drains shall be permitted to discharge into the sanitary sewers. A portion of the Property is part of the Margaret Goodwin Regulated Drain (the "Legal Drain"), as shown on the Development Plan and included within the Regulated Drain Easement. Notwithstanding the provisions of this paragraph, the Legal Drain is subject to regulation by and control of the Hamilton County Surveyor.

**3.3 LANDSCAPE EASEMENTS.** The Landscape Easements (shown on the Development Plan and the Plans as part of the Landscape Maintenance Access Easements) are created and reserved by the Development Plan, Plans and this Declaration as non-exclusive, perpetual easements over the Tract and the Property for the use of the Declarant and the Association for installation, maintenance and removal of trees, shrubbery, flowers and other plantings, entryway and street signage and additional similar landscape improvements. These easements include a right of ingress and egress on and over the areas adjacent thereto for the purpose of this maintenance obligation.

**3.4 ACCESS AND PARKING EASEMENT.**

**3.4.1. Access and Parking Easement.** An Access and Parking Easement (shown on the Development Plan and the Plans as part of the Ingress/Egress Easement) is created and reserved by the Development Plan, Plans and this Declaration over Blocks A, B, C, D, E, F, and G (as shown on the Development Plan), which is part of the Common Area, as a perpetual easement for the use of Declarant and the Association for the maintenance, use, governance, and control of all streets, sidewalks and parking areas in the Tract and the Property. Declarant also grants to the Owners and Residents, and their invitees, the right to use the streets and sidewalks for vehicular and pedestrian ingress to and egress from their Condominium Units. The Association may assign this easement, or any portion thereof, to a Municipal Entity if the Municipal Entity agrees to accept the assignment.

**3.4.2. Private Streets.** All streets on the Tract will be constructed and used as private streets. Notwithstanding the foregoing, Cooper Mines Way, a street adjacent to the Tract, is being constructed as a public street and will be dedicated by Declarant to the Town of Fishers as a public street and right of way.

3.4.3. Control. In exercising this Access and Parking Easement, the Association may do anything reasonably related to the use, maintenance, operation, and governance of the streets, sidewalks, and parking areas. To the extent not prohibited by public law, the Association is specifically authorized to adopt, amend, repeal, and enforce Rules for use of the streets, sidewalks, and parking areas.

3.4.4. Municipal Entity Access. Declarant hereby reserves and grants to the Municipal Entity a non-exclusive easement across the private streets for access and all governmental purposes, including, but not limited to, police and fire protection, garbage collection, mail delivery, building inspection, and any similar purpose. The Association must maintain adequate access in and to the private streets to enable the Municipal Entity (or any entity providing service on behalf of the Municipal Entity) to provide such services.

3.4.5. Private Utility and Service Provider Access. Declarant hereby reserves and grants to private utility companies and residential service providers which provide utility service or customary residential services to the Tract a non-exclusive easement across the private streets for access to the Tract or such lines as the private utility may have installed on the Tract, as applicable.

**PRIVATE STREETS**  
The streets (except for any portion thereof which is dedicated as a public right of way), sidewalks, and parking areas on the Tract are part of the Common Area, subject to Association control.

3.5 PEDESTRIAN ACCESS EASEMENTS. The Pedestrian Access Easements (shown on the Development Plans and the Plans) are created and reserved by the Development Plan, the Plans and this Declaration over the Tract and certain portions of the Condominium Units as non-exclusive, perpetual easements for the use of Declarant and the Association for the construction, maintenance, use, governance, and control of sidewalks, lighting, landscaping, and similar improvements. Declarant also grants to the Owners and Residents, and their invitees, and the owners of lots in Limestone Springs, the right to use the sidewalks for ingress and egress to the Common Area and Overall Common Area.

3.6 OWNER'S EASEMENT OF ENJOYMENT. Each Owner and his invitees are granted a right and easement of use and of enjoyment over the Access and Parking Easement, the Pedestrian Access Easement, any Common Area and any Overall Common Area, and to use of improvements therein, subject to other rights and easements contained in the Governing Documents. An Owner who does not occupy a Condominium Unit delegates this right of enjoyment to the Residents of his Condominium Unit, in which case the Owner is no longer entitled to use the Common Area or Overall Common Area. If a portion of the Common Area, such as a recreational feature, is designed for private use, the Association may temporarily reserve the use of such area for certain persons and purposes.

3.7 OWNER'S MAINTENANCE AND CONDOMINIUM UNIT UTILITY EASEMENTS.

3.7.1. Maintenance Easement. Every Owner is granted an easement over adjoining Condominium Units and the Common Area for the maintenance or reconstruction of his Condominium Unit and other improvements on his Condominium Unit.

3.7.2. Condominium Unit Utility Easement. Every Owner of a Condominium Unit is granted an easement over, under, and through every other Condominium Unit in the same

building in which his Condominium Unit is located for the limited purpose of installing, maintaining, and replacing wires, cables, conduit, and pipes, that serve his Condominium Unit, but only to the extent that use of this easement is reasonable and necessary. The Owner of a Condominium Unit that contains wire, cables, conduit, or pipes that serve one or more other Condominium Units has a duty to refrain from interfering with or damaging those items.

3.7.3. Use of Maintenance Easement and Condominium Unit Utility Easement. An Owner's right to use the Maintenance Easement or the Condominium Unit Utility Easement is subject to the consent of the Owner of the adjoining Condominium Unit or, in the case of the Common Area, the Association. Such consent may not be unreasonably withheld. Any dispute as to whether or not a requested entry by an Owner is appropriate, and whether or not the withholding of consent is reasonable, will be resolved by the Board. An Owner's use of the easement may not damage or materially interfere with the use of the adjoining Condominium Unit or Common Area. If an Owner damages an adjoining Condominium Unit or Common Area in exercising its rights under this easement, the Owner is obligated to restore the damaged property to its original condition, at his expense, within a reasonable period of time.

3.8 ENCROACHMENT EASEMENT. Every Owner is granted an easement for the existence and continuance of any encroachment by his Condominium Unit on any adjoining Condominium Unit or Common Area now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a Building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed. If, by reason of the location, construction, settling or shifting of a Building, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Corporation for the maintenance, use and enjoyment of such Common Area or Limited Area.

3.9 ASSOCIATION'S ACCESS EASEMENT. Each Owner, by accepting an interest in or title to a Condominium Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Tract, including without limitation all Common Area, Limited Area and the Owner's Condominium Unit and all improvements thereon, for the below-described purposes. In exercising this easement on an Owner's Condominium Unit, the Association is not liable to the Owner for trespass.

- a. To perform inspections and/or maintenance that is permitted or required of the Association by the Governing Documents or by Applicable Law.
- b. To perform maintenance that is permitted or required of the Owner by the Governing Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- c. To enforce the Governing Documents, including without limitation use restrictions.
- d. To exercise self help remedies (if any) permitted by the Documents and by Applicable Law.
- e. To respond to emergencies.
- f. To grant such easements, including access to such easement property, to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Tract or Property.

- g. To perform any and all functions or duties of the Association as permitted or required by the Governing Documents or by Applicable Law.

3.10 UTILITY EASEMENT. The Association may grant permits, licenses, and easements over the Common Area for utilities, roads, and other purposes necessary for the proper operation of the Tract and Property.

**THE DECLARANT AND ASSOCIATION ARE NOT  
RESPONSIBLE FOR YOUR PHYSICAL SECURITY.**

3.11 SECURITY. The Association may, but is not obligated to, maintain or support certain activities within the Tract designed, either directly or indirectly, to improve safety in, or on the Tract. Each Owner and Resident acknowledges and agrees, for himself and his guests, that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Tract, the Property or the Overall Common Area. Each Owner and Resident acknowledges and accepts his sole responsibility to provide security for his own person and property, and assumes all risks for loss or damage to same. Each Owner and Resident further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Resident relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relating to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Tract, the Property or the Overall Common Area. Each Owner and Resident acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of failure to provide security or ineffectiveness of security measures which may be undertaken.

3.12 DECLARANT'S EASEMENT TO INSPECT AND RIGHT TO CORRECT. For a period of 10 years after the last closing of a sale of a Condominium Unit from Declarant to an Owner, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Tract, including the Condominium Units, and a perpetual nonexclusive easement of access throughout the Tract to the extent reasonably necessary to exercise this right. Declarant will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This Section should not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Condominium Unit, hereby grants to Declarant an easement of access and entry over, across, under, and through the Tract, including without limitation all Common Area, Limited Area and the Owner's Condominium Unit and all improvements thereon for the purposes contained in this Section.

®

# CHICAGO TITLE

**ARTICLE 4**  
**BUILDINGS, CONDOMINIUM UNITS AND**  
**AREA OF COMMON RESPONSIBILITY**

4.1 **DESCRIPTION OF BUILDINGS.** There is 1 Building of 2 stories in height containing twelve (12) Condominium Units on the Tract as of the date hereof, as shown on the Plans. The Building is identified and referred to in the Plans and in the Declaration as Building 1 or Block 1.

4.2 **LEGAL DESCRIPTION.** Each Condominium Unit is identified on the plans by a Building number and Unit number. The legal description for each Condominium Unit shall consist of the Building number and Unit number as shown on the Plans, and shall be stated as "Block \_\_, Unit \_\_ in Limestone Springs Condominiums."

4.3 **PERCENTAGE INTEREST AND PERCENTAGE VOTE.** The Percentage Interest of each Owner in the Common Area and Limited Area as hereinafter defined shall be that percentage interest included in each Condominium Unit as set forth on Appendix D attached hereto and made a part hereof. Each Owner shall have an undivided interest in the Common Area and Limited Area, as tenants in common with all other Owners, equal to his Percentage Interest. The Percentage Interest of each Condominium Unit shall be a percentage equal to one (1) divided by the total number of Condominium Units which, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and which constitute a part of Limestone Springs Condominiums. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Area and Limited Area shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and Mortgagees and then only if in compliance with all requirements of the Act. The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Limestone Springs Condominiums, and the Association upon which the Co-owners are entitled to vote.

4.4 **DESCRIPTION OF CONDOMINIUM UNITS.**

4.4.1 **Appurtenances.** Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Condominium Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Condominium Unit or which may be necessary for the safety, support, maintenance, use, and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment, appliances, and cabinets designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the boundaries of such Condominium Unit. Also, the interior sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, whether or not located within or partly within the boundaries of a Condominium Unit, and all interior walls and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.

4.4.2 **Boundaries.** The boundaries of each Condominium Unit shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, roofs and perimeter walls of each Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof surface of the Condominium Unit because of



inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit, but within the appropriate wall, floor or roof surfaces of the Condominium Unit.

**4.5 COMMON AREA AND FACILITIES.** "Common Area" means (1) the Tract, (2) the foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Buildings, (3) the yards, gardens, sidewalks and parking areas, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Area, (4) central electricity, gas, water, and air conditioning serving the Buildings (including those located in the interior of the Building), if any, (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings unless separately metered to a particular Condominium Unit, (6) pipes, ducts, electrical wiring and conduits and public utilities lines which serve more than one Condominium Unit, (7) all streets that are not dedicated, (8) floors, roofs and exterior perimeter walls of the Buildings, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Area, (9) recreational facilities on the Tract, if any, (10) private utilities, specifically including the sanitary sewer lateral extensions and lateral stubs, but excepting (i) those portions labeled or described herein or in the Plans as a part of the Condominium Unit, and (ii) those roads, streets, water distribution systems, sanitary sewer systems and storm water systems, to the extent they are dedicated to Municipal Entities, and (11) all facilities and appurtenances located outside of the boundary lines of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Area or as part of the Condominium Unit. Roads, streets, water distribution systems, sanitary sewer systems and storm water systems may be dedicated to public entities, in which case such shall not be Common Area and shall not be considered private to the extent they are dedicated to public entities.

**4.6 LIMITED AREAS AND FACILITIES.** Limited Areas and those Condominium Units to which use thereof is limited are as follows:

- a. Balconies, patios, porches, storage areas, garages, driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or appertain.
- b. The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they appertain.
- c. Any other areas designated and shown on the Development Plan or the Plans as Limited Areas shall be limited to the Condominium Unit(s) to which they appertain as shown on the Development Plan or the Plans.

## CHICAGO TITLE

ARTICLE 5  
COVENANT FOR ASSESSMENTS

**5.1 PURPOSE OF ASSESSMENTS.** The Association will use Assessments for the general purposes of preserving and enhancing the Tract and for the common benefit of Owners and Residents, including but not limited to maintenance of real and personal property, management and operation of the

Association, and any expense reasonably related to the purposes for which the Tract was developed. The Board's decision with respect to the use of Assessments is final.

**5.2 PERSONAL OBLIGATION.** An Owner is obligated to pay Assessments levied by the Board against the Owner or his Condominium Unit. Payments are made to the Association at its principal office or at any other place (including to the management company) the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Area or by abandonment of his Condominium Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Condominium Unit.

**5.3 ASSESSMENT INCREASES.** In addition to other rights granted to Owners by this Declaration, Owners have the following powers and controls over the Association's budget. At least 30 days prior to the effective date of a Special Assessment or increase in Regular Assessments, the Board will notify an Owner of each Condominium Unit of the amount of, the budgetary basis for, and the effective date of the Special Assessment or increase. The Special Assessment or increase will automatically become effective unless Owners representing at least a majority of the Percentage Vote disapprove the Special Assessment or increase in Regular Assessment by petition or at a meeting of the Association. In that event, the last-approved budget will continue in effect until a revised budget is approved by the Board. This Section of the Declaration may not be amended without the approval of Owners of at least 75% of the Percentage Vote.

**5.4 TYPES OF ASSESSMENTS.** There are 5 types of Assessments: Initial, Regular, Special, Individual, and Restoration.

**IF YOU BUY A LIMESTONE SPRINGS CONDOMINIUM UNIT  
(OTHER THAN FROM DECLARANT), YOU MUST PAY INITIAL  
ASSESSMENTS TO THE ASSOCIATION.**

**5.5 INITIAL ASSESSMENTS/WORKING CAPITAL FUND.** Upon the purchase or transfer of a Condominium Unit to an Owner other than the Owner purchasing the Condominium Unit from Declarant, each new Owner (other than Declarant, a Successor Declarant or a Declarant-affiliate) will pay to the Association an Initial Assessment equal to 2 months of the Regular Assessment established from time to time by the Association, as initial working capital to be deposited with the general funds of the Association and to be used by the Association. If the funds are collected by the Declarant, on or before termination of the Declarant Control Period, Declarant will provide the Association with an accounting of any contributions collected and will transfer the balance of such fund to the Association. The Initial Assessment is not an advance payment of the Regular Assessment, but is, instead, in addition to the Regular Assessments that will otherwise become due with respect to the Condominium Unit. The payment will be deemed to be the property of the Association and will not be refundable or applied as a credit against any subsequent assessments. No Owner will have any vested or other rights with respect to any such payments. If an Owner's contribution is not collected at time of closing on the Condominium Unit, for any reason or no reason, the Owner of the Condominium Unit (but not Declarant) is thereafter liable for the contribution, which may be collected by the Association. The Declarant may not use the Initial Assessments to defray any of the expenses, reserve contributions or construction costs or to make

up any budget deficits while Declarant is in control of the Association. Notwithstanding the foregoing, when unsold Condominium Units are sold, the Declarant may reimburse itself for funds the Declarant, at Declarant's election, previously paid to the Association for such unsold Condominium Unit's share of working capital out of the Initial Assessments collected at closing when such Condominium Unit is sold. The balance of the Initial Assessments shall be retained by the Association at the Applicable Date and deposited by the Association in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Hamilton County, Indiana, selected by the Board.

#### 5.6 REGULAR ASSESSMENTS.

5.6.1. Purpose of Regular Assessments. Regular Assessments are used for Common Expenses related to the reoccurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- a. Maintenance, repair, and replacement, as necessary, of the Common Area, including snow removal.

**Exterior maintenance of your Condominium Unit, and all maintenance of the Common Area, will be handled and paid for by the Association as a Common Expense.**

- b. Utilities billed to the Association, including water and sanitary sewer utility charges for usage by Owners and Residents.
- c. Services billed to the Association and serving the Condominium Units.
- d. Taxes on property owned by the Association, if any, the Association's income taxes, and any real estate taxes not separately assessed and taxed to Condominium Units.

**As an Owner, you will receive real estate tax bills for your Condominium Unit.**

- e. Management, legal, accounting, auditing, and professional fees for services to the Association.
- f. Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- g. Insurance premiums and deductibles.

**Insurance premiums for the Building itself – but not for your Condominium Unit, personal belongings or personal liability – will be paid by the Association as a Common Expense.**

- h. Contributions to the Reserve Fund, which is described below.
- i. Any other expense which the Association is required by law or the Governing Documents to pay or which, in the opinion of the Board, is necessary or proper for the operation and maintenance of the Tract or for enforcement of the Governing Documents.
- j. Contributions to Limestone Springs Homeowners Association for the Overall Common Expenses.

5.6.2. Annual Budget. The Board will prepare and approve an estimated annual budget for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or its summary available to an Owner of each Condominium Unit, although failure to receive a budget or summary does not affect an Owner's liability for Assessments.

**IF YOU OWN A LIMESTONE SPRINGS CONDOMINIUM UNIT,  
YOU MUST PAY ASSESSMENTS TO THE ASSOCIATION.**

5.6.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Condominium Unit will be liable for its allocated share of the annual budget. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined. Regular Assessments will be paid in monthly installments.

The annual budget shall contain a proposed assessment against each Condominium Unit. The assessment against each Condominium Unit shall include a proportionate share of the Overall Common Expenses. The assessment against each Condominium Unit for the overall common expenses shall be equal to the Overall Common Expenses, multiplied by a percentage equal to one (1), divided by the sum of (i) the number of Lots in the Tract, and (ii) the number of Condominium Units.

Whenever the term Regular Assessment is used herein, it shall include the Regular Overall Assessment.

5.6.4. Supplemental Increases. If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated shortfall.

**Your Assessments pay for insurance, certain utilities  
and repair and replacement of exterior building items which  
would otherwise be your responsibility.**

5.6.5. Initial Regular Assessments. Declarant estimates that the Regular Assessment payable for each Condominium Unit will initially be \$140 per month. Of this amount, approximately \$55 per month is attributable to cost of water and sanitary sewer utility service for the Condominium Units, approximately \$19 per month is attributable to insuring the Condominium Units, and approximately \$19 per month is allocated to the replacement reserve fund. This amount is not guaranteed and will almost certainly be increased over time as actual expenses for operating and maintaining the Property are incurred.

Payment of the Regular Assessments prior to the Applicable Date with respect to each Condominium Unit (including those owned by Declarant) shall commence on the date of the conveyance of the first Condominium Unit to an Owner. Additionally, at each closing, the purchaser of a Condominium Unit shall pay his pro rata share of the Regular Assessment due in the month of closing. Thereafter, payment of the Regular Assessment shall be made on the first date of each calendar month.

Declarant or its successors in interest, as an Owner, shall be excused from payment of assessments from the date this Declaration is recorded until the first day of the twenty-fourth (24<sup>th</sup>) calendar month following the month in which the closing of the sale of the first Condominium Unit occurs in the Building committed by this Declaration to the Tract; such provision shall also apply to assessments for Condominium Units owned by Declarant in Buildings committed by supplemental declarations. Provided, further, that if the annual expenses of the Corporation incurred under the assessment procedure exceed the amount assessed against the other Owners (excluding the Declarant), then the Declarant or its successor shall pay the excess required during this twenty-four (24) month period on an annual basis. During the Development Period, Declarant shall bear all expenses incurred with respect to the Tract arising out of construction or other activities on any portion of the Real Estate not included in the Tract, including but not limited to road damage and clean-up of debris caused by construction traffic, connection to any utility lines or mains located on the Tract and damage to, or deterioration of, trees, fences or other portions of the Tract due to construction off site or in areas under development.

5.6.7. Collection of Overall Common Expenses. The Association shall include as part of the Regular Assessment, the Regular Overall Assessment. Upon collection of the Regular Assessment, the Association shall remit the amount applicable to the Regular Overall Assessment to the Limestone Springs Homeowners Association; however, the inclusion of the Regular Overall Assessment in the Regular Assessment and the obligation of the Association to remit such amount to the Limestone Springs Homeowners Association shall not in any way make the Association liable to the Limestone Springs Homeowners Association for the Regular Overall Assessment if such amount is not paid by an Owner. The Limestone Springs Homeowners Association may exercise any and all remedies available under this Declaration to collect the Regular Overall Assessment in the event an Owner fails to make such payment.

5.7 SPECIAL ASSESSMENTS. The Board may, from time to time, levy Special Assessments against all Condominium Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or Reserve Fund. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the following purposes must be approved by Owners of least a majority of the Percentage Vote: (1) acquisition of real property, (2) construction of additional improvements to the Tract — not repair or replacement of existing improvements, and (3) any expenditure that may reasonably be expected to significantly increase the Association's responsibility and financial obligation for operations, insurance, maintenance, repairs, or replacement.

5.8 INDIVIDUAL ASSESSMENTS. The Board may levy an Individual Assessment against a Condominium Unit and its Owner. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or his Condominium Unit into compliance with the Governing Documents; fines for violations of the Governing Documents; fees for estoppel letters and copies of Governing Documents; insurance deductibles; submetered utilities serving the Condominium Units; reimbursement for damage or waste caused by willful or negligent acts; Common Expenses that benefit fewer than all of the Condominium Units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Condominium Unit basis; and "pass through" expenses for services to Condominium Units provided through the Association and which are equitably paid by each Condominium Unit according to benefit received.

5.9 RESTORATION ASSESSMENTS. The Board may levy a Restoration Assessment against Condominium Units for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient.

5.10 DUE DATE. Initial Assessments are due upon the sale or transfer of a Condominium Unit. Regular Assessments are payable in advance, are due on the first calendar day of each month, and are delinquent if not received by the Association on or before the first day of the month. Special, Individual and Restoration Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within 10 days after notice of the Special, Individual or Restoration Assessment is given.

5.11 RESERVE FUNDS. The Association may establish, maintain and accumulate a reserve for operations. The Association will establish, maintain, and accumulate a reserve for replacement and repair. For all reserves established by the Association, the Association will budget for reserves and may fund reserves out of Initial Assessments or Regular Assessments.

5.11.1. Operations Reserves. The Association may maintain operations reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

5.11.2. Replacement Reserves. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Area and Limited Area. That portion of the Regular Assessment collected by the Declarant prior to the Applicable Date applicable to the replacement reserve shall be held by the Initial Board and, if required, applied to the replacement of the Tract. To the extent that such replacement reserve is not so applied, the balance thereof shall be retained by the Association at the Applicable Date.

5.12 ASSOCIATION'S RIGHT TO BORROW MONEY. The Association is granted the right to borrow money, subject to the consent of Owners of at least a majority of the Percentage Vote and the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, pledge, or deed in trust any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

**ARTICLE 6**  
**ASSESSMENT LIEN**

6.1 ASSESSMENT LIEN. Each Owner, by accepting an interest in or title to a Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Condominium Unit and is secured by a lien on the Condominium Unit. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the lien for Assessments attributable to a period prior to the date the party purchased the Condominium Unit.

6.2 SUPERIORITY OF ASSESSMENT LIEN. The Assessment lien is superior to all other liens and encumbrances on a Condominium Unit, except only for (1) real property taxes and assessments levied by governmental and taxing authorities, (2) a mortgage, deed of trust or vendor's lien recorded before this Declaration, (3) a recorded mortgage or deed of trust lien securing a loan for construction of the original Condominium Unit, and (4) a first or senior purchase money mortgage or vendor's lien recorded before the date on which the delinquent Assessment became due. The Assessment lien is subordinate and inferior to a recorded mortgage lien of any Underwriting Lender.

6.3 EFFECT OF MORTGAGEE'S FORECLOSURE. Foreclosure of a superior lien extinguishes the Association's claim against the Condominium Unit for unpaid Assessments that became due more than 6 months before the foreclosure, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale is liable for Assessments coming due from and after the date of the sale.

**IF YOU FAIL TO PAY ASSESSMENTS TO THE  
ASSOCIATION, THE ASSOCIATION MAY FORECLOSE  
ITS ASSESSMENT LIEN AGAINST YOUR CONDOMINIUM UNIT.**

6.4 FORECLOSURE OF LIEN. The Association may file and foreclose the lien for Assessments as a mortgage on real property or as otherwise provided by Applicable Law.

**ARTICLE 7**  
**EFFECT OF NONPAYMENT OF ASSESSMENTS**

7.1 FAILURE TO PAY ASSESSMENTS. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through its Board, is responsible for taking action to collect delinquent Assessments. The Association's exercise of its remedies is subject to Applicable Law, and pertinent provisions of the Bylaws. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, management company, an attorney, or a debt

collector. Neither the Board nor the Association, however, is liable to an Owner or other person for its failure or inability to collect or attempt to collect an Assessment. The following remedies outlined in this Article 7 are in addition to and not in substitution for all other rights and remedies that the Association has at law or by equity.

7.2 INTEREST. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of 18% per annum or the maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is 12% per annum. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Indiana. Notwithstanding anything to the contrary in the Governing Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid Special and Regular Assessments or, if those Assessments are paid in full, reimbursed to the Owner.

7.3 LATE FEES. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

7.4 COLLECTION EXPENSES. The Owner of a Condominium Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys fees and processing fees charged by the management company.

7.5 ACCELERATION. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on 10 days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

7.6 SUSPENSION OF USE AND VOTE. If an Owner's account has been delinquent for at least 30 days, the Association may suspend the right of the Owner and the Residents of the Owner's Condominium Unit to use Common Area, Overall Common Area and common services during the period of delinquency. The Association may not suspend an Owner or Resident's right of access to the Condominium Unit. The Association may also suspend the right to vote appurtenant to the Condominium Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments.

7.7 MONEY JUDGMENT. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

7.8 NOTICE TO MORTGAGEE. The Association may notify and communicate with any Mortgagee for a Condominium Unit regarding the Owner's default in payment of Assessments.

7.9 APPLICATION OF PAYMENTS. The Association may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments.



**ARTICLE 8**  
**MAINTENANCE AND REPAIR OBLIGATIONS AND LIMITATIONS**

8.1 ASSOCIATION MAINTENANCE. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs, and replaces, as a Common Expense, all Common Area and Limited Area. Certain aspects of this obligation are more particularly described in this Article.

**HOME OWNERSHIP IS NOT COMPLETELY  
"MAINTENANCE FREE." AS AN OWNER, YOU WILL  
HAVE SOME MAINTENANCE RESPONSIBILITIES.**

8.2 OWNER RESPONSIBILITY. Every Owner has the following general responsibilities and obligations for the maintenance, repair, and replacement:

- a. To maintain, repair, and replace his Condominium Unit, except for components expressly designated as a Common Area, Limited Area or assigned to the Association by this Declaration.
- b. The routine cleaning of the interior surface of windows, doors and screens, the patio, balcony, porch and deck of his Condominium Unit, keeping same in a neat, clean, odorless, orderly, and attractive condition.
- c. To maintain, repair, and replace all portions of the Condominium Unit for which he is responsible under this Declaration or by agreement with the Association.
- d. To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, Condominium Units, Common Area and Limited Area reduce the value thereof, or impair any easement or real property right thereto.
- e. To be responsible for his own willful or negligent acts and those of his or the Resident's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of any Common Area, Limited Area, the Overall Common Area, the property of another Owner, or any component of the Tract or the Property for which the Association has maintenance or insurance responsibility.
- f. Each Owner shall, at its own expense, be responsible for the replacement of the air conditioning compressor, installed to service such Owner's Condominium Unit, and for the decoration and general maintenance of any balcony, patio, deck or porch to which there is direct access from such Condominium Unit. Any balcony, patio, deck, or porch shall be kept free and clear of snow, ice and any other accumulation by the Owner of such Condominium Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect.
- g. Each Owner shall be responsible for the removal of trash from his Condominium Unit, as well as the cost thereof, but shall use the trash disposal service designated by the Board.

**8.3 DISPUTES.** If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by allocating responsibility to the individual Owners. Maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this Article that all Condominium Unit components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

**8.4 CONCRETE AND ASPHALT.** Minor cracks in concrete and asphalt, including foundations, garage floors, driveways, streets, sidewalks, porches, and patio slabs, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the building. The Association's duty to maintain and repair foundations and other concrete or asphalt of the Tract does not extend to minor or cosmetic cracking. Generally, the Association is responsible for repair of the following conditions: (1) leakage or seepage through walls or floors, (2) cracks in concrete, masonry walls, or masonry veneer that exceed 1/4 inch in width, and (3) improper drainage of water from stoops and patios.

**8.5 SNOW REMOVAL.** The Association will hire a snow removal contractor to remove snow from the Common Area and Limited Area, including streets, driveways and sidewalks when warranted. However, the Association is not required to cause snow to be removed unless at least 2" of snow has accumulated. No party may use any chemicals to remove snow or ice from any concrete or specialty finish areas located on the Tract, Common Area or Limited Area.

**8.6 PEST CONTROL.** The Association will hire a pest control contractor to perform spraying for pest control on the exterior perimeter of the foundation of the Buildings once per year. Owners will be responsible for any other pest control service within the Condominium Unit which the Owner deems necessary.

**8.7 PATIOS, PORCHES, BALCONIES AND DECKS.** Except for routine cleaning, which is the Owner's responsibility, the Association is responsible for the maintenance, repair, and replacement of any patios, porches, balconies and decks that are part of a Condominium Unit. If the outside components of the Condominium Unit are most easily accessed through the Condominium Unit, the Owner will cooperate in providing access to the outside components to the Association's agents and contractors. If requested by the Association, the Owner will remove all personal property from the outside components of his Condominium Unit to facilitate the required maintenance, repair, or replacement. The Owner is liable to the Association for any additional expense incurred by the Association due to an Owner's failure or refusal to cooperate with reasonable requests for access or removal. This Section may not be construed to prevent an Owner at the Owner's sole expense, without right of reimbursement from the Association, from maintaining, repairing, and replacing components of his Condominium Unit's patio, porch, balcony or deck, subject to the Association's architectural control.

**8.8 WARRANTY CLAIMS.** If Owner is the beneficiary of a warranty against defects in the Common Area or Limited Area, Owner irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to the Common Area or Limited Area.

**8.9 ALTERATIONS, ADDITIONS AND IMPROVEMENTS.** No Owner shall make any alterations or additions to or which would affect the Common Area or Limited Area without the prior written approval of the Board of Directors, nor shall any Owner make any alteration in or to his respective Condominium Unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Condominium Unit is located nor shall any Owner change the color of any of the Common Area or Limited Area without the prior written approval of the Board of Directors.

Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so altered. No such change shall increase the number of Condominium Units nor change the Percentage Interest applicable to such Condominium Unit. If Declarant shall make any changes in the Condominium Units so authorized, such changes shall be reflected by a supplement to the Plans executed by the Declarant and recorded in the Office of the Recorder of Hamilton County, Indiana. Such supplement to the Plans need not be approved by the Corporation or any other Owners.

8.10. OWNER'S DEFAULT IN MAINTENANCE. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Condominium Unit. In case of an emergency, however, the Board may, without giving the Owner written notice, take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

8.11. FIRE HYDRANTS. The Association shall test all fire hydrants on the Tract annually to ensure proper functioning. Such testing shall include:

- a. Each hydrant shall be opened fully and waterflowed until all foreign material has cleared.
- b. Flow shall be maintained for not less than one (1) minute.
- c. After operation, dry barrel and wall hydrants shall be observed for proper drainage from the barrel.
- d. Full drainage shall take no longer than sixty (60) minutes.
- e. Where soil conditions or other factors are such that the hydrant barrel does not drain within sixty (60) minutes, or where the groundwater level is above that of the hydrant drain, the hydrant drain shall be plugged and the water in the barrel shall be pumped out.
- f. Dry barrel hydrants that are located in areas subject to freezing weather and that have plugged drains shall be identified clearly as needing pumping are operation.

8.12. TRASH REMOVAL. All garbage, trash and refuse shall be deposited only in covered sanitary containers kept in the garage of the Condominium Unit. Such containers shall be put at the curb for pick up no earlier than dusk the day before scheduled pick up and must be returned to the garage no later than dusk on the day of such scheduled pick up.

ARTICLE 9  
USE RESTRICTIONS

9.1 VARIANCE. The use of the Property is subject to the restrictions contained in this Article, and subject to Rules adopted pursuant to this Article. The Board may grant a variance or waiver (either fully or with limits or conditions) of a restriction or Rule on a case-by-case basis when unique circumstances dictate. To be effective, a variance must be in writing. The grant of a variance does not become a waiver or estoppel of the Association's right to deny a variance in other circumstances.

**9.2 ASSOCIATION'S RIGHT TO PROMULGATE RULES.** The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Tract and the Property. Among other things, each Condominium Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- a. Use of Common Area and Limited Area.
- b. Hazardous, illegal, or annoying materials or activities on the Tract and the Property.
- c. Services provided through the Association.
- d. The consumption of utilities billed to the Association.
- e. The use, maintenance, and appearance of anything visible from the streets, Common Area or other Condominium Units.
- f. Landscaping.
- g. The occupancy and leasing of Condominium Units.
- h. Animals.
- i. Vehicles.
- j. Disposition of trash and control of vermin, termites, and pests.
- k. Anything that interferes with maintenance of the Common Area, Limited Area or the Tract, operation of the Association, administration of the Governing Documents, or the quality of life for Residents.

**YES, THERE ARE LOTS OF RULES!  
EVERY LIMESTONE SPRINGS CONDOMINIUM RESIDENT IS EXPECTED TO  
COMPLY WITH THESE RULES AND WITH RULES ADOPTED BY THE BOARD  
OF DIRECTORS.**

**9.3 ANIMALS.** No animal, bird, fish, reptile, or insect of any kind may be kept, maintained, raised, or bred anywhere on the Tract for food or for any commercial purpose. Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals at the Tract. If the Rules fail to establish animal occupancy units, no more than 2 dogs, or 2 cats, or 1 dog and 1 cat (or such lesser number as may be prescribed by the Municipal Entity) may be maintained in each Condominium Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. No pets may be left unattended outside of a Condominium Unit (including a deck or balcony). The Board may require or cause the removal of any animal determined to be in violation the Rules. Each Owner or Resident must clean any animal waste created by its pets anywhere on the Common Area, Limited Area, Overall Common Area or Tract.

**BE COURTEOUS TO YOUR NEIGHBORS.  
CLEAN UP AFTER YOUR PET.**

**9.4 ANNOYANCE.** No Condominium Unit, Limited Area or Common Area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of Limestone Springs Condominiums as a residential neighborhood; (3) may endanger the health or safety of Residents of other Condominium Units; (4) may result in the cancellation of insurance on any portion of the Tract; (5) violates any law; or (6) creates noise or odor pollution. The Board has the

sole authority to determine what constitutes an annoyance. The Board may take steps to abate any annoyance pursuant to Article 11.

**CONTROL THE VOLUME.**  
Please be mindful of your neighbors' needs for quiet time at home.

9.5 APPEARANCE. The Condominium Unit must be maintained in a manner so as not to be unsightly when viewed from the street, Common Area or neighboring Condominium Units. The Board will determine what constitutes acceptable appearance standards.

9.6 DECLARANT PRIVILEGES. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Tract and the Property in ways that are not available to other Owners and Residents, as provided in Appendix B of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule or a Use Restriction of this Article does not constitute waiver or abandonment of the restriction by the Association.

9.7 SIDEWALKS & DRIVEWAYS. Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

9.8 FIRE SAFETY. No person may use, misuse, cover, disconnect, tamper with, or modify the fire and safety equipment of the Property, including fire hydrants, or interfere with the maintenance and/or testing of same by persons authorized by the Association or by public officials.

9.9 LANDSCAPING. No person or party (other than the Association) may perform landscaping, planting, or gardening anywhere upon the Common Area.

9.10 LEASING OF CONDOMINIUM UNITS. An Owner may lease his Condominium Unit, but must do so subject to the Governing Documents. Any lease must be for a minimum term of 12 months. An Owner is responsible for providing his tenant with copies of the Governing Documents and notifying him of changes thereto. The lease must provide that failure by the tenant or his invitees to comply with the Governing Documents or applicable law is deemed to be a default under the lease. When the Association notifies an Owner of his tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. The Owner of a leased Condominium Unit is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against his tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Governing Documents against the Owner's tenant. The Board may limit the number of Units which are sold for investment purposes as required by an Underwriting Lender.

**NOT SOUNDPROOF.**  
Although the Condominium Units are constructed to reduce the transmission of sound between adjoining Condominium Units, the Condominium Units are not soundproofed. Some noise transmission between adjoining Condominium Units is possible.

9.11 NOISE AND ODOR. A Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Residents of neighboring Condominium Units. The Rules may limit, discourage, or prohibit noise or odor producing activities and items in the Condominium Units, the Common Area and Limited Area.

**NOT ODOR-PROOF**  
Do what you can, such as using kitchen vent fans or opening windows,  
to reduce odors generated by your cooking.

9.12 OCCUPANCY. The Board may adopt Rules regarding the occupancy of Condominium Units. If the Rules fail to establish occupancy standards, no more than 2 persons per bedroom may occupy a Condominium Unit, subject to the exception for familial status. The Association's occupancy standard for Residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (i.e., the fewest people per Condominium Unit) permitted by the U. S. Department of Housing and Urban Development.

9.13 VEHICLES. This Section pertains to parking on streets and driveways. All vehicles on the Property, whether owned or operated by the Residents or their families and guests, are subject to this Section, the Section on "Parking", below, and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Tract and the Property. Without prior written Board approval, the following types of vehicles and vehicular equipment - mobile or otherwise - may not be kept, parked, or stored anywhere on the Tract and the Property: mobile homes, motor homes, buses, trailers, boats, snowmobiles, trailers, aircraft, inoperable vehicles, commercial truck cabs, trucks with tonnage over one ton, vehicles that are not customary personal passenger vehicles, and any vehicle that the Board deems to be a nuisance, unsightly, or inappropriate. Sales, storage, washing, repairs, or restorations of vehicles on the Tract and the Property is prohibited. This restriction does not apply to vehicles and equipment temporarily on the Tract and the Property in connection with the construction or maintenance of Common Area, Limited Area or Condominium Units. Vehicles that transport inflammatory or explosive cargo are prohibited from the Tract and the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Tract or the Property. The Association may cause the removal of any vehicle in violation of this Section; the Section on "Parking", below, or the Rules without liability to the owner or operator of the vehicle. The owner or operator of the vehicle will be responsible for any towing charges. In the event such owner or operator does not pay such charges under this Section 9.13 or Section 9.15, at the Board's discretion, the Owner of the Condominium Unit to which such vehicle is attributed shall be responsible for such towing charges as an Individual Assessment.

9.14 GARAGES. The original garage area of a Condominium Unit may not be enclosed or used for any purpose that would prevent the parking of operable vehicles therein. The automatic garage door opener, if any, is to be maintained by the Owner. Garage doors are to be kept closed at all times except when a vehicle is entering or leaving.

**YOU SHOULD PARK YOUR VEHICLES IN YOUR GARAGE.**

9.15 **PARKING.** Residents are expected to park their vehicles in their garages, and use their driveways only for temporary overflow parking. The Association has the right to prohibit or limit parking on streets, and may impose different rules on different streets in the Property, or along sections or sides of streets, and may change the street parking rules from time to time in response to changing conditions, neighborhood standards, Municipal Entity recommendations, aesthetics, or any combination of these. Unless and until the Board adopts different rules for street parking, no vehicle may be parked on any street in the Tract or the Property. The Board may authorize such vehicles and items parked in violation of this provision to be towed away and the owner of the vehicle or operator will be responsible for any towing charges.

**Owners may not park in Designated Visitor and No Parking Areas.**

9.16 **RESIDENTIAL USE.** The use of a Condominium Unit is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit a Resident from using a Condominium Unit for personal business or professional pursuits provided that: (1) the uses are incidental to the use of the Condominium Unit as a dwelling; (2) the uses conform to applicable governmental ordinances; (3) there is no external evidence of the uses; (4) the uses do not entail visits to the Condominium Unit by employees or the public; and (5) the uses do not interfere with Residents' use and enjoyment of neighboring Condominium Units. Other than the completed Condominium Unit itself, no thing or structure on a Condominium Unit may be occupied as a residence at any time by any person. This provision applies, without limitation, to the garage and campers.

9.17 **SIGNS.** No sign or unsightly object may be erected, placed, or permitted to remain on the Tract, Common Area, Limited Area or the Property or visible from a Condominium Unit without the Board's prior written approval. Only a "For Sale" sign no larger than 24" high and 30" wide may be placed in the window in a Condominium Unit without the Board's prior written approval. The Board's approval may specify the location, nature, appearance, dimensions, number, and time period of a sign or object. The Association may effect the removal of any sign or object that violates this Section or which the Board deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal.

9.18 **SPECIFIC USES.** Except for ingress and egress, Common Area and Limited Area may not be used for any purpose that has not been authorized in writing by the Board.

9.19 **STRUCTURAL INTEGRITY.** No person may directly or indirectly impair the structural soundness or integrity of a Building or another Condominium Unit, nor do any work that will impair an easement or real property right.

9.20 **TELEVISION RECEPTION.** Each Resident of the Tract will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, electronic, microwave, cable, or satellite reception on the Tract. To the extent not inconsistent with Applicable Law, no person may install exterior television or other antennae, including satellite dishes, without the prior

written consent of the Board. To the extent allowed under Applicable Law and approved by the Board, such approved antennae or dish is referred to as the "Antennae/Dish."

9.20.1. Definitions. As used in this Section "Antenna/Dish Condominium Unit" means the Condominium Unit served by a satellite dish or antenna, or the Condominium Unit that is obviously intended to be served by a satellite dish or antenna, regardless of whether the service is operational. "Antenna/Dish Owner" means the Owner of a Condominium Unit served by a satellite dish or antenna, regardless of whether the Owner purchases, uses, or has actual knowledge of the satellite dish or antenna.

9.20.2. Owner Responsibility. The installation of an Antenna/Dish on the Common Area or Limited Area automatically subjects the Antenna/Dish Condominium Unit and its Owner to this Section, regardless of who installs the Antenna/Dish and regardless of whether the Antenna/Dish Owner has actual notice of the installation. The Antenna/Dish Owner is solely responsible for (1) the cost of maintaining, repairing, replacing, and removing, as necessary, the Antenna/Dish, and (2) the cost of repairing Common Area and Limited Area if such repairs are necessitated by the Antenna/Dish or its installation, maintenance, repair, or replacement, irrespective of whether the repairs are undertaken by the Antenna/Dish Owner or the Association. If required by the Association, the Antenna/Dish Owner will remove the Antenna/Dish, as necessary, to permit the Association to maintain, repair, or replace Common Area and Limited Area as the Association, in its sole discretion, deems necessary or desirable.

9.20.3. Association Controls. To the extent permitted by Applicable Law, the Association may adopt and amend reasonable standards for the color, appearance, location, method of installation, maintenance, camouflaging, screening, and use of Antenna/Dishes. The location and installation of an Antenna/Dish on the Common Area or Limited Area must have the prior written approval of the Association, unless the location and installation comply with the most current standards that have been adopted and published by the Association. No party will have the right to install an Antenna/Dish on any portion of a building other than that Common Area or Limited Area of the building adjacent to that party's own Condominium Unit.

9.20.4. Interference. An Antenna/Dish or the use of an Antenna/Dish may not interfere with satellite or broadcast reception to other Condominium Units or the Common Area, or otherwise be a nuisance to Residents of other Condominium Units or to the Association. The Board of Directors may determine what constitutes a nuisance to the Association.

9.20.5. Risk. An Antenna/Dish on the Common Area exists at the sole risk of the Owner and/or occupant of the Antenna/Dish Condominium Unit. The Association does not insure the Antenna/Dish and is not liable to the Antenna/Dish Owner or any other person for any loss or damage to the Antenna/Dish from any cause. The Antenna/Dish Owner will defend and indemnify the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Antenna/Dish.

9.21. WINDOW TREATMENTS. All window treatments within the Condominium Unit that are visible from the street, Common Area or another Condominium Unit must be maintained in good condition and must not detract from the appearance of the Tract. The Board may require an Owner to change or remove a window treatment that the Board determines to be inappropriate or unattractive. The Board may prohibit the use of certain colors or materials for window treatments.



9.22 PATIOS, PORCHES, BALCONIES AND DECKS. An Owner or Resident may not leave any item on his patio, porch, deck or balcony, except as follows: Potted plants, deck or patio furniture (but not a patio umbrella) and a grill. The Board may adopt Rules further limiting or describing what may be placed on patios, porches, decks and balconies.

**ARTICLE 10**  
**ASSOCIATION OPERATIONS**

10.1 THE ASSOCIATION. The duties and powers of the Association are those set forth in the Governing Documents, together with the general and implied powers of a property owners association and a nonprofit corporation organized under the laws of the State of Indiana. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Governing Documents.

**EVERY OWNER OF A LIMESTONE SPRINGS CONDOMINIUM UNIT  
AUTOMATICALLY BECOMES A MEMBER OF THE  
LIMESTONE SPRINGS CONDOMINIUMS OWNERS ASSOCIATION.**

10.2 BOARD. The Association will be governed by a Board of Directors elected by the Members. Unless the Association's Bylaws or Articles of Incorporation provide otherwise, the Board will consist of 5 persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. Unless the Governing Documents expressly reserve a right, action, or decision to the Members/Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Governing Documents to the "Association" may be construed to mean "the Association acting through its Board of Directors."

10.3 MEMBERSHIP. Each Owner is a Member of the Association, ownership of a Condominium Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Condominium Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Condominium Unit is owned by more than one person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Condominium Unit; provided, however, that all co-owners may exercise only the Percentage Vote applicable to their Condominium Unit, which vote shall be exercised as such co-owners determine. A Member who sells his Condominium Unit under a land contract may delegate his membership rights to the contract purchaser, provided a written assignment is delivered to the Board. However, the contract seller remains liable for all Assessments attributable to his Condominium Unit until fee title to the Condominium Unit is transferred.

10.4 MANAGEMENT COMPANY. The Board may delegate the performance of certain functions to a manager or management company for the Association.

10.5 BOOKS AND RECORDS. The Association will maintain copies of the Governing Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying during normal business hours and otherwise pursuant to the requirements of the Indiana Nonprofit Corporation Act of 1991.

10.6 INDEMNIFICATION. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "Leaders") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable only for his willful misfeasance, malfeasance, misconduct, or actions taken in bad faith. This right to indemnification does not exclude or limit any other rights to which present or former Leaders may be entitled as a matter of law. As a Common Expense, the Association may maintain general liability and directors and officers liability insurance to fund this obligation.

10.7 OBLIGATIONS OF OWNERS. Without limiting the obligations of Owners under the Governing Documents, each Owner has the following obligations:

10.7.1. Information. Within 30 days after acquiring an interest in a Condominium Unit, within 30 days after the Owner has notice of a change in any information required by this Subsection (such as a change in Residents), and on request by the Association from time to time, an Owner will provide the Association with the following information: (1) a copy of the recorded deed by which Owner has title to the Condominium Unit; (2) the Owner's address, phone number, and driver's license number, if any; (3) any Mortgagee's name, address, and loan number; (4) the name and phone number of any Resident other than the Owner; and (5) the name, address, and phone number of Owner's managing agent, if any.

10.7.2. Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or his Condominium Unit, and will pay Regular Assessments without demand by the Association.

10.7.3. Comply. Each Owner will comply with the Governing Documents as amended from time to time.

10.7.4. Reimburse. Each Owner will pay for damage to the Tract, Common Area, Limited Area or the Property caused by the negligence or willful misconduct of the Owner, a Resident of the Owner's Condominium Unit, or the Owner or Resident's family, guests, employees, contractors, agents, or invitees.

10.7.5. Liability. Each Owner is liable to the Association for violations of the Governing Documents by the Owner, a Resident of the Owner's Condominium Unit, or the Owner or Resident's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

## ARTICLE 11 ENFORCING THE GOVERNING DOCUMENTS

11.1 ENFORCEMENT. If an Owner violates the Governing Documents or damages the Tract, Common Area, Limited Area or the Property, the Association or any aggrieved Owner may exercise all rights and remedies available under the Governing Documents and Applicable Law.

11.2 REMEDIES. The remedies provided in this Article for breach of the Governing Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Governing Documents and by law, the Association has the following rights to enforce the Governing Documents:

11.2.1. Nuisance. If an act or omission that violates any provision of the Governing Documents is a nuisance, any remedy allowed by law against a nuisance is applicable against the violation.

11.2.2. Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and his Condominium Unit if the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate a provision of the Governing Documents. Fines may be levied for each act of violation or for each day a violation continues. The fact that Owner pays a fine for a violation does not give the Owner the right to continue the violation. Payment of a fine does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents.

11.2.3. Suspension. For any period during which the Owner or Resident, or the Owner or Resident's family, guests, employees, agents, or contractors violate the Governing Documents, the Association may suspend the right of Owners and Residents (i) to use Common Area (except rights of ingress and egress) and Overall Common Area; and (ii) to vote on matters presented to the Owners. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Governing Documents.

11.2.4. Self-Help. In certain limited circumstances, as limited by Applicable Law, the Association may have the right to enter onto a Condominium Unit, to abate or remove, any sign, structure, vehicle or condition that violates the Governing Documents. Prior to exercising such right, the Board will give the violating Owner 5 days' notice of its intent to exercise self-help. In exercising this right, the Board is not trespassing and is not liable for damages relating to its actions, provide it acts reasonably. The Board may levy its costs of abatement against the Condominium Unit and Owner as an Individual Assessment.

11.2.5. Suit. Failure to comply with the Governing Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

11.3 BOARD DISCRETION. The Board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances (1) the Association's position is not sufficiently strong to justify taking any or further action; (2) the provision being enforced is or may be construed as inconsistent with applicable law; (3) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (4) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

STATE LAW APPLIES  
to many of the Association's enforcement rights and remedies.

11.4 NO WAIVER. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Governing Documents. Failure by the Association or by any Owner to enforce a provision of the Governing Documents is not a waiver of the right to do so thereafter. If the Association does waive the right to enforce a provision, that waiver

does not impair the Association's right to enforce any other part of the Governing Documents at any future time. No officer, director, or Member of the Association is liable to any Owner for the failure to enforce any of the Governing Documents at any time.

11.5 RECOVERY OF COSTS. The costs of curing or abating a violation are the expense of the Owner or other person responsible for the violation. If legal assistance is obtained to enforce any provision of the Governing Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Governing Documents or the restraint of violations of the Governing Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

## ARTICLE 12 INSURANCE

12.1 GENERAL PROVISIONS. The broad purpose of this Article is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Condominium Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this Article. Except as required by Applicable Law, the Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at a demonstrably unreasonable cost. The cost of insurance coverage and bonds maintained by the Association is a Common Expense.

12.1.1. Requirements Applicable to All Coverage. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Indiana. The Association must be the named insured on all policies obtained by the Association. The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies should provide that such policies will not be prejudiced by the act or omission of any Owner or Resident who is not under the Association's control.

12.1.2. Association as Trustee. Each Owner hereby irrevocably appoints the Association, acting through its Board, as trustee to deal with the Tract in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Tract. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

12.1.3. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Eligible Mortgagees, and the insurer

will give to Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

12.14. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Resident or their invitee, then the Board may levy an Individual Assessment against the Owner and his Condominium Unit for the amount of the deductible that is attributable to the act or omission.

12.2 PROPERTY INSURANCE. The Association will obtain blanket all-risk insurance, if reasonably available, for all improvements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover 100% of the replacement cost of any repair or reconstruction of Common Area, Limited Area and permanent fixtures in the event of damage or destruction from any insured hazard.

12.2.1. Common Area Insured. The Association will insure Common Area, Limited Area and property owned by the Association, including any records, furniture, fixtures, equipment, and supplies.

12.2.2. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy required by an Underwriting Lender.

12.3 LIABILITY INSURANCE. The Association will maintain a commercial general liability insurance policy over the Common Area - expressly excluding the liability of each Owner and Resident within his Condominium Unit - for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Area. The amount of coverage should be at least that required by an Underwriting Lender, which as of the recording of this Declaration is \$1,000,000.00. The purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. The policy should contain a "severability of interest" provision. If that is not available, the policy should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

12.4 WORKER'S COMPENSATION. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of State law or if the Board so chooses.

12.5 FIDELITY COVERAGE. The Association shall maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of (1) the estimated maximum funds, including reserve funds, that will be in the Association's custody at any time the policy is in force; or (2) an amount equal to 3 months of Regular Assessments on all Condominium Units. A management agent that handles Association funds should provide evidence of carrying its own fidelity insurance policy, with the same level of coverage.

12.6 DIRECTORS AND OFFICERS LIABILITY. The Association may maintain directors and officers liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the

Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

12.7 OTHER POLICIES. The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

12.8 OWNER'S RESPONSIBILITY FOR INSURANCE.

12.8.1. Insurance by Owners. Notwithstanding the foregoing, the Board may establish minimum insurance requirements, including types and minimum amounts of coverage, to be individually obtained and maintained by Owners if the insurance is deemed necessary or desirable by the Board to reduce potential risks to the Association or other Owners. If an Owner fails to maintain required insurance, the Board may obtain it on behalf of the Owner who will be obligated for the cost as an Individual Assessment.

12.8.2. Owners' Responsibilities. On request, an Owner will give the Board written notification of any and all structural changes, additions, betterments, or improvements to his Condominium Unit, and any other information the Board may require to maintain adequate levels of insurance coverage. Each Owner will comply with reasonable requests by the Board for periodic inspection of the Condominium Unit for purposes of insurance appraisal. Each Owner, at his expense, will maintain any insurance coverages required of Owners by the Association pursuant to this Article. Each Owner, at his expense, must obtain additional insurance coverage of his Condominium Unit, improvements, and betterments thereto, or personal property.

12.8.3. Association Does Not Insure. The Association does not insure an Owner or Resident's personal property. Each Owner and Resident is solely responsible for insuring his personal property in his Condominium Unit and on the Tract or the Property, including furnishings, vehicles, and stored items.

The Association strongly recommends that each Owner and Resident purchase and maintain insurance on his personal belongings.

ARTICLE 13

RECONSTRUCTION OR REPAIR AFTER LOSS

13.1 CASUALTY AND RESTORATION.

(a) Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Corporation and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of two-thirds (2/3) of all Co-owners at a special meeting of the Corporation called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Corporation shall be called and held within thirty (30) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not

there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such thirty (30) day period, or if the determination of whether or not there has been a complete destruction of all the Buildings has not been made within such thirty (30) day period, then it shall be conclusively presumed that the Co-owners determined that there was not a complete destruction of all of the Buildings, and the Corporation shall proceed with repair and reconstruction as herein provided.

In the event of substantial damage to or destruction of any Condominium Unit or any part of the Common Area, the affected Mortgagees shall be given timely written notice of such damage or destruction and, notwithstanding any other provision of the Declaration or By-Laws, the Tract shall not be removed from the Act without the approval of fifty-one percent (51%) of the Mortgagees.

(b) If the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, and if the Tract is not to be removed from the Act, the cost for restoring the damage and repairing and reconstructing the Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of Condominium Units in proportion to the ratio that the damage to such Condominium Unit bears to the total damage of all Condominium Units. Any such amounts payable by the Co-owners shall be assessed as a Restoration Assessment.

(c) For purposes of subparagraph (a) and (b) above, repair, reconstruction and restoration shall be defined in Section 13.3.2.

(d) If, under subparagraph (a) above, it is determined by the Co-owners at the special meeting of the Corporation referred to therein that there has been a complete destruction of all of the Buildings, the Co-owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Co-owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of two-thirds (2/3) of all of the Co-owners a decision is made to rebuild, reconstruct and repair the Buildings. If two-thirds (2/3) of all of the Co-owners vote and decide that the Buildings are to be rebuilt, reconstructed and repaired, the insurance proceeds, if any, received by the Corporation shall be applied and any excess of construction costs over insurance proceeds, if any, shall be contributed and paid as hereinabove provided in subparagraphs (a) and (b).

(e) If, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3) of all of the Co-owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the Tract shall be deemed and considered as to be removed from the provisions of the Act under Section 28 of the Act and, in accordance with Section 21 of the Act:

- CHICAGO TITLE
- (i) the Tract shall be deemed to be owned in common by the Owners;
  - (ii) the undivided interest in the Tract owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Area;

(iii) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Owner in the Tract; and

(iv) The Tract shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Tract, if any, shall be considered as one (1) fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Tract, after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Tract owned by each Owner.

13.2 RESTORATION FUNDS. For purposes of this Article, "Restoration Funds" include insurance proceeds, condemnation awards, Restoration Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid to the Association for purposes of repair or restoration will be deposited in a federally-insured account. Withdrawal of Restoration Funds requires the signatures of at least 2 Association directors or that of an agent duly authorized by the Board.

13.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed property, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

13.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board will apply the funds available to the repair or restoration and may levy a Restoration Assessment against the Owners to fund the difference.

13.2.3. Loss Not Covered. Even if the Association and the Owner have adequate amounts of recommended and required coverage, the Tract may experience a loss that is not covered by any insurance. (In this context, "not covered by any insurance" is not referring to the portion of a loss that is not covered due to the operation of a deductible under the insurance policy.) If that occurs, the cost of restoring the Common Area will be share by Owners as a Common Expense. The cost of restoring individual Condominium Units will be borne by the Owners of the affected Condominium Units.

13.2.4. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows. If Restoration Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Restoration Assessment levied against them. However, no Owner may receive a sum greater than that actually contributed by him, and any delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in this paragraph will be common funds of the Association to be used as directed by the Board.

### 13.3 COSTS AND PLANS.

13.3.1. Cost Estimates. Promptly after the loss, the Board will obtain reliable and detailed estimates of the cost of restoring the damaged property. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.



13.3.2. Plans and Specifications. The Common Area will be repaired and restored substantially as it existed immediately prior to the damage or destruction. Condominium Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and improvements made by Owners, in which case the Condominium Units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either Common Area or Condominium Units must be approved by the Board, by the Owners of at least 2/3 of the Condominium Units and by certain Mortgagees if so required by the "Mortgagee Protection" article of this Declaration.

13.4 DUTY TO REPAIR. Subject to the provisions of Section 13.1:

13.4.1. Damage to Common Area. After a casualty or condemnation affecting the Common Area, the Association is responsible for restoring the Common Area to its original condition, with the cost being borne by the Owners as a Common Expense.

13.4.2. Damage to a Condominium Unit. After a casualty or condemnation to a Condominium Unit, the Owner of a damaged Condominium Unit is responsible for repairing or restoring his Condominium Unit to its original condition. The Owner may be required to do so either with proceeds of the Association's insurance coverage or at his own expense, as set forth elsewhere in this Article. The Association has the right to supervise, approve, or disapprove the repair or restoration performed by an Owner during the course thereof.

13.4.3. Association's Right to Coordinate Work. If the work of restoring a Condominium Unit is of such a nature that it requires the cooperation of more than one Owner (for example, because of work to be performed to a party wall or to a roof structure) or if the Association otherwise deems it in the best interest of the Tract, the Association, at its option, may notify Owner that the Association will coordinate the restoration work for the affected Condominium Unit, in which case the Owner will no longer have the right to perform the work. In assuming the coordination role for the work, the Association may provide that it will coordinate only joint elements of the construction (elements affecting more than one unit), only exterior elements or any other reasonably divisible part of the work, leaving the remainder of the work to be coordinated and performed by the Owner. In any case, the cost of the repair or restoration will be borne and allocated as set forth elsewhere in this Article.

13.4.4. Failure to Repair. If an Owner fails to repair or restore damage as required by this Section, the Association may cause the necessary repairs to be made and levy an Individual Assessment against the Owner and Condominium Unit for the cost thereof, after giving the Owner reasonable notice of the Association's intent to do so.

13.4.5. Diligence in Performing Work. Regardless of who performs the repair or restoration work, the work must commence within a reasonable time (less than 30 days) after receipt of notice from the Association that the work must commence. (Generally speaking, this notice will not be given until the insurance company for the loss is prepared to pay out the proceeds.) The work must then be completed with reasonable diligence.

13.5 OWNER'S LIABILITY FOR INSURANCE DEDUCTIBLE. If repair or restoration of a Condominium Unit is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

**ARTICLE 14**  
**CONDEMNATION**

14.1 **CONDEMNATION.** If any Condominium Unit or portion thereof or any of the Common Area is made the subject of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association will give timely written notice of such proceeding or proposed acquisition to the affected Owners and Eligible Mortgagees. The Association will represent the Owners in any condemnation proceeding or any negotiation settlements or agreements with the condemning authority for acquisition of the Common Area or any part thereof. The condemnation award or proceeds of settlement will be payable to the Association to be held in trust for the Owners and Mortgagees as their interests may appear. The provisions of the Declaration relating to restoration and application of funds in the event of a casualty will be applicable in the event of a condemnation.

**ARTICLE 15**  
**MORTGAGEE PROTECTION**

15.1 **INTRODUCTION.** This Article is supplemental to, not a substitution for, any other provision of the Governing Documents. In case of conflict, this Article controls. Some sections of this Article apply to "Mortgagees" and "Eligible Mortgagees", both as defined in Article 1.

15.2 **AMENDMENT TO SATISFY REQUIREMENTS OF UNDERWRITING LENDERS.** This Article establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without seeking approval of Owners or Mortgagees, may amend this Article and other provisions of the Governing Documents, as necessary, to meet the requirements of the Underwriting Lender.

15.3 **NOTICE REGARDING EXISTENCE OF MORTGAGEE.** An Owner who mortgages his Condominium Unit should notify the Association, giving the complete name and address of his Mortgagee and the loan number. A Mortgagee may also provide such information directly to the Association. In either case, the Mortgagee will become an Eligible Mortgagee. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. The Association's obligations to Mortgagees under the Governing Documents extend only to Eligible Mortgagees. All actions and approvals required by Mortgagees will be conclusively satisfied by the Eligible Mortgagees, without regard to other holders of mortgages on Condominium Units not known to the Association. A provision of the Governing Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of Condominium Units subject to mortgages held by Eligible Mortgagees. For example, "51% of Eligible Mortgagees" means Eligible Mortgagees of 51% of the Condominium Units that are subject to mortgages held by Eligible Mortgagees.

15.4 **IMPLIED APPROVAL.** The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within 60 days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request is delivered by certified or registered mail, return receipt requested.

15.5 OTHER MORTGAGEE RIGHTS.

15.5.1. Inspection of Books. The Association will maintain current copies of the Governing Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Governing Documents and records, by appointment, during normal business hours.

15.5.2. Financial Statements. If the Property consists of 50 Condominium Units or more, and if a Eligible Mortgagee submits a written request, the Association will give the Mortgagee a reviewed or audited statement for the preceding fiscal year within 120 days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

15.5.3. Attendance at Meetings. A representative of an Eligible Mortgagee may attend and address any meeting that an Owner may attend.

15.5.4. Management Contract. Any contract for professional management of the Association may not require more than 30 days' notice to terminate the contract, nor payment of a termination penalty.

15.6 INSURANCE POLICIES. If an Underwriting Lender that holds a mortgage on a Condominium Unit or desires to finance a Condominium Unit has requirements for insurance of planned unit developments, the Association must try to obtain and maintain the required coverages, to the extent they are reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender.

15.7. NOTICE OF ACTIONS. The Association will use its best efforts to send timely written notice to Eligible Mortgagees of the following actions:

- a. Any condemnation or casualty loss that affects a material portion of the Tract or the mortgaged Condominium Unit.
- b. Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of the mortgaged Condominium Unit.
- c. A lapse, cancellation, expiration or material modification of any insurance policy maintained by the Association.
- d. Any proposed action that requires the consent of a specified percentage of Eligible Mortgagees.
- e. Any proposed amendment of a material nature, as provided in this Article.

ARTICLE 16  
AMENDMENTS

16.1 CONSENTS REQUIRED. As permitted by this Declaration, certain amendments of this Declaration may be executed by Declarant alone, or by certain Owners alone, or by the Board alone. Otherwise, amendments to this Declaration must be approved by Owners of at least 2/3 of the Percentage Vote.

16.2 METHOD OF AMENDMENT. This Declaration may be amended by any method selected by the Board from time to time, pursuant to the Bylaws, provided the method gives an Owner of

each Condominium Unit the substance, if not exact wording, of the proposed amendment, a description in layman's terms of the effect of the proposed amendment, and an opportunity to vote for or against the proposed amendment.

16.3 EFFECTIVE. To be effective, an amendment must be in the form of a written instrument (1) referencing the name of the Property, the name of the Association, and the recording data of this Declaration and its prior amendments; (2) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners; and (3) recorded in the Office of the Recorder of Hamilton County, Indiana.

16.4 DECLARANT PROVISIONS. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the recorded amendment instrument. This Section may not be amended without Declarant's written and acknowledged consent.

16.5 Certain Amendments. No amendment to this Declaration shall be adopted which changes (1) 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 Eligible Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws, or (2) the provisions of Article 13 of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all Eligible Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws, or (3) the provisions of Article 10 regarding the obligation of the Board of Directors to provide professional management for Limestone Springs, or (4) the provisions of Article 13 providing for no priority of an Owner or other person over an Eligible Mortgagee as to insurance or condemnation proceeds.

Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision under Indiana law or contained herein, the Association shall not, without the prior written notice to all Mortgagees and the prior written consent of at least fifty-one percent (51%) of the Eligible Mortgagees (based upon one vote for each mortgage owned of the Condominium Units) and sixty-seven percent (67%) of the Owners (other than Declarant) be entitled to:

- a. By act or omission, seek to abandon or terminate the status of Limestone Springs as a condominium project;
- b. Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Areas; or (iii) changing responsibility for maintenance or repair of Common Area;
- c. Partition or subdivide any Condominium Unit;
- d. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas or convert Common Areas or Condominium Units (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause);
- e. Modify the insurance regarding hereunder of the use hazard insurance proceeds for losses to any part of the Property (whether to Condominium Units or to Common Areas) for

other than the repair, replacement or reconstruction of such Property, except as provided in paragraph 16 of this Declaration in case of substantial damage to the Condominium Units;

- f. Impose restriction on the leasing or sale of a Condominium Unit beyond the restrictions set forth herein;
- g. Increase Regular Assessments by more than 25% annually or reduce reserve fund amounts.
- h. Approve an amendment which is materially adverse to mortgagees.

#### ARTICLE 17 DISPUTE RESOLUTION

17.1 INTRODUCTION AND DEFINITIONS. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, each Party hereby covenants and agrees that this Article applies to all claims as hereafter defined. As used in this Article only, the following words, when capitalized, have the following specified meanings:

17.1.1 "Claim" means any claim, grievance, or dispute between Parties involving the Property, except Exempt Claims (as defined below). "Claims" include, without limitation:

- a. Claims arising out of or relating to the interpretation, application, or enforcement of the Governing Documents.
- b. Claims relating to the rights and/or duties of Declarant as Declarant under the Governing Documents.
- c. Claims relating to the design, construction, or maintenance of the Property.

17.1.2 "Claimant" means any Party having a Claim against any other Party.

17.1.3 "Exempt Claims" means the following claims or actions, which are exempt from this Article (unless the Party having the Exempt Claim elects not to treat it as exempt from this Article):

- a. The Association's claim for Assessments, and any action by the Association to collect Assessments.
- b. An action by a Party to obtain a temporary restraining order or equivalent emergency equitable relief to maintain the status quo and preserve the Party's ability to enforce the provisions of this Declaration.
- c. Enforcement of the easements, architectural control, maintenance, and use restrictions of this Declaration.

- d. A suit to which an applicable statute of limitations would expire within the notice period of this Article, unless a Party against whom the Claim is made agrees to toll the statute of limitations as to the Claim for the period reasonably necessary to comply with this Article.
- e. A dispute that is subject to alternate dispute resolution - such as mediation or arbitration - by the terms of Applicable Law or another instrument, such as a contract or warranty agreement, in which case the dispute is exempt from this Article, unless the Parties agree to have the dispute governed by this Article.

17.1.4 "Respondent" means the Party against whom the Claimant has a Claim.

17.2 MANDATORY PROCEDURES. Claimant may not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article.

17.3 NOTICE. Claimant must notify Respondent in writing of the Claim (the "Claim Notice"), stating plainly and concisely: (1) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (2) the basis of the Claim (i.e., the provision of the Governing Documents or other authority out of which the Claim arises); (3) what Claimant wants Respondent to do or not do to resolve the Claim; and (4) that the Claim Notice is given pursuant to this Section.

17.4 NEGOTIATION. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within 30 days after Respondent's receipt of the Claim Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. At such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the property that is subject to the Claim for the purposes of inspecting the property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the property to take and complete corrective action.

17.5 MEDIATION. If the parties negotiate but do not resolve the Claim through negotiation within 60 days from the date of the Claim Notice (or within such other period as may be agreed on by the parties), Claimant will have 30 additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least 5 years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Claimant is deemed to have waived the Claim, and Respondent is released and discharged from any and all liability to Claimant on account of the Claim.

17.6 TERMINATION OF MEDIATION. If the Parties do not settle the Claim within 30 days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate administrative proceedings on the Claim, as appropriate.

17.7 ALLOCATION OF COSTS. Except as otherwise provided in this Section, each Party bears all of its own costs incurred prior to and during the proceedings described in the Claim Notice, Negotiation, and Mediation sections above, including its attorneys fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator.

17.8 ENFORCEMENT OF RESOLUTION. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of the agreement, then the other Party may file suit or initiate administrative proceedings to enforce the agreement without the need to again comply with the procedures set forth in this Article. In that event, the Party taking action to enforce the agreement is entitled to recover from the non-complying Party all costs incurred in enforcing the agreement, including, without limitation, attorneys fees and court costs.

17.9 GENERAL PROVISIONS. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

17.10 LITIGATION APPROVAL AND SETTLEMENT. In addition to and notwithstanding the above alternate dispute resolution procedures, the Association may not initiate any judicial or administrative proceeding without the prior approval of Owners of at least 75% of the Percentage Vote, except that no such approval is required (1) to enforce provisions of this Declaration, including collection of assessments; (2) to challenge condemnation proceedings; (3) to enforce a contract against a contractor, vendor, or supplier of goods or services to the Association; (4) to defend claims filed against the Association or to assert counterclaims in a proceedings instituted against the Association; or (5) to obtain a temporary restraining order or equivalent emergency equitable relief when circumstances do not provide sufficient time to obtain the prior consents of Owners in order to preserve the status quo. Also, the Association may not initiate any judicial or administrative proceeding against Declarant without the approval of Owners of at least 75% of the Percentage Vote. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate settlement of litigation, and may execute any document related thereto, such as settlement agreements and waiver or release of claims. This Section may not be amended without the approval of Owners of at least 75% of the Percentage Vote and 51% of Eligible Mortgages, as described in Article 16 above.

#### ARTICLE 18 GENERAL PROVISIONS

18.1 COMPLIANCE WITH LAWS. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Governing Documents and applicable laws, regulations, and ordinances, as same may be amended from time to time, of any governmental or quasi-governmental entity having jurisdiction over the Association or Property.

18.2 HIGHER AUTHORITY. The Governing Documents are subordinate to Applicable Law. Generally, the terms of the Governing Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

18.3 NOTICE. All demands or other notices required to be sent to an Owner or Resident by the terms of this Declaration will be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association at the time of mailing. If an Owner fails to give the Association an address for mailing notices, all notices may be sent to the Owner's Condominium Unit, and the Owner is deemed to have been given notice whether or not the Owner actually receives it.

18.4 LIBERAL CONSTRUCTION. The terms and provision of each Document are to be liberally construed to give effect to the purposes and intent of the Document. All doubts regarding a provision, including restrictions on the use or alienability of property, will be resolved in favor of the operation of the Association and its enforcement of the Governing Documents, regardless of which party seeks enforcement.

18.5 SEVERABILITY; ENUMERATED MATTERS. Invalidation of any provision of this Declaration by judgment or court order does not affect any other provision, which remains in full force and effect. The effect of a general statement is not limited by the enumeration of specific matters similar to the general statement.

18.6 CAPTIONS. In all Governing Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

18.7 INTERPRETATION. Whenever used in the Governing Documents, unless the context provides otherwise, a reference to a gender includes all genders." Similarly, a reference to the singular includes the plural, the plural the singular, where the same would be appropriate.

18.8 DURATION. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by law.

18.9 CONTROLLING DOCUMENT. If there is a conflict between the provisions of this Declaration and the Plat, the terms of this Declaration will control. "Conflict" means a situation where the application of the language in one document contradicts the language in another document. Conflict does not occur where language in one document is simply more restrictive than language in another document.

18.10 APPENDICES. The following appendices are attached to this Declaration and incorporated herein by reference:

- A-1 - Land Owned
- A-2 - Exclusive Right to Purchase Property
- A-3 - Phase I Property
- B - Declarant Reservations
- C - Code of Bylaws
- D - Percentage Interests

ARTICLE 19  
EXPANDABLE CONDOMINIUM

19.1 EXPANDABLE CONDOMINIUM. Limestone Springs Condominiums is and shall be an "expandable condominium," as defined in the Act, and Declarant expressly reserves the right and option to expand the Property and Limestone Springs Condominiums in accordance with the provisions of the Act and the following provisions:

19.1.1. The real estate described and defined herein as the Tract (in the introductory recitals of this Declaration) is the real estate being subjected to the Limestone Springs Condominiums by this Declaration and constitutes the first phase of the general plan of



development of the Property. The balance of the Property is the area into which expansion of Limestone Springs may be made by Declarant. The maximum number of Condominium Units which may be developed on the Property, including Condominium Units on the Tract as defined in this original Declaration, shall be three hundred (300). Subject to said limit as to the maximum number of Condominium Units to be developed on the Property, Limestone Springs Condominiums may be expanded by Declarant to include additional portions of the Property in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Property shall preclude Declarant from thereafter from time to time further expanding Limestone Springs Condominiums to include other portions of the Property, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Property so long as such expansion is done on or before August 31, 2012. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Limestone Springs beyond the Tract (as defined and described in paragraph B of the introductory recitals of this Declaration) or any other portions of the Property which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above. Any Condominium Units constructed in such expansion area shall be consistent with the quality of construction of the Condominium Units constructed in the previous phases. Prior to expansion to an additional phase, the improvements in such expansion phase shall be substantially complete.

19.1.2. The Percentage Interest which will appertain to each Condominium Unit in Limestone Springs Condominiums as Limestone Springs Condominiums may be expanded from time to time by Declarant in accordance with the terms hereof (including the Percentage Interest which appertains to each of the Condominium Units included in this original Declaration) shall be equal to the square footage of the Condominium Unit divided by the total square footage of all the Condominium Units which, from time to time, have been subjected and submitted to this Declaration and then constitute a part of Limestone Springs Condominiums.

19.1.3. Simultaneously with the recording of amendments or supplements to this Declaration expanding Limestone Springs Condominiums, Declarant shall record new Plans as required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Area on the same basis as the Condominium Units depicted in the prior Plans. Such reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating those changes has been recorded.

19.1.4. When the amendment or supplement to the Declaration incorporating the addition of Condominium Units or expansion of Common Area, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Area described in the Declaration and shall attach to the reallocated Percentage Interests in the Common Area as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interest appertaining to additional Condominium Units being added by the amendment or supplement to the Declaration are subject to mortgage liens upon the recordation of the amendment or supplement to the Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Area appurtenant to

each Condominium Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this Article 19. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Area appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

In addition, a non-exclusive perpetual easement is hereby reserved to Declarant, its successors and assigns, for its benefits and the benefit of future Owners for pedestrian and vehicular access over roadways and footpaths within the Tract, for ingress and egress to and from the Property and each part thereof, and to extend the same onto the Property. Additionally, Declarant, for itself and its successors and assigns, reserves an easement across the Common Area to reach, and right to extend and tie into, utility lines in the Common Area as permitted by applicable public authorities and the utility company involved, to extend such lines into the Property to service the same. These easements shall continue in effect whether or not all of the Real Estate or any part thereof is added to the Property.

Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such amendment or supplement to this Declaration that is recorded as follows:

- i. The portion of the Property described in each such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration.
- ii. The Percentage Interest in the Common Area appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.
- iii. Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Area appurtenant to each Condominium Unit shall, upon the recording of each amendment or supplement to this Declaration be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.
- iv. A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Condominium Unit to so amend and reallocate the Percentage Interest in the Common Area appurtenant to each Condominium Unit.
- v. The Percentage Interest in the Common Area appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Area

included in land to which Limestone Springs Condominiums is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Area and the ownership of any such Condominium Unit and lien of any such mortgage shall automatically include and attach to such additional Common Area as such amendments or supplements to this Declaration are recorded.

- vi. Each Owner shall have a perpetual easement, appurtenant to his Condominium Unit for the use of any such additional Common Area described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (also known as Limited Areas) of specific Condominium Units as may be provided in any such amendment or supplement to this Declaration.
- vii. The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.
- viii. Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Area as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.
- ix. Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article 19 to comply with the Act as it may be amended from time to time.

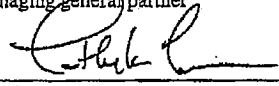
**ARTICLE 20**  
**RESERVATION OF RIGHTS TO THE USE**  
**OF THE COMMON AREAS**

20.1 If, at any time, and from time to time, any portion of the Property has not been subjected and submitted to this Declaration or to the Act by an amendment or supplement to this Declaration and the owner or owners of such portion or portions of the Property not so subjected to the Declaration or to the Act develop single or multi-family dwelling units on such portions then the owner or owners of such portions of the Property shall have the benefit of the Common Area or portions thereof, to include the roads, the recreational facilities and associated facilities, for the use of the persons and families living in such dwelling units upon the same terms and conditions as the use of such Common Area by the owners of the Condominium Units, their families and guests. The owner or owners of such portions of the Property shall then pay for the use of such facilities based on the cost of operation and maintenance of such facilities for the year of such usage and based on the number of living units so entitled to utilize such facilities in proportion to all of the living units on the Property. The owner or owners of such living units shall make payments for the usage provided herein to the Corporation at the same time as the Owners of the Condominium Units pay their assessments to the Corporation.

SIGNED on this 29 day of July, 2005.

**CENTEX HOMES,**  
a Nevada general partnership

By: Centex Real Estate Corporation,  
a Nevada corporation,  
its managing general partner

By:   
Timothy K. McMahon  
Indianapolis Division President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

This instrument was acknowledged before me on the 29 day of July, 2005, by Timothy K. McMahon, Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, on behalf of the corporation, in its capacity as managing general partner of Centex Homes, a Nevada general partnership, on behalf of the general partnership.

  
Notary Public - Signature  
Merry Wiggins  
Notary Public - Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



# CHICAGO TITLE

This document prepared by: Tammy K. Haney, Esquire, Bose McKinney & Evans LLP, 600 East 96th Street, Suite 500, Indianapolis, Indiana 46240.

APPENDIX A-1  
THE PROPERTY

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 1,323.75 feet to an existing iron rod marking the Northeast corner of said Quarter Section; thence South 00 degrees 19 minutes 57 seconds East along the East line of said Quarter Section a distance of 680.02 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 19 minutes 57 seconds East along said East line 994.37 feet to the northerly right-of-way line of Interstate 69 as established per the Right-of-Way Plans for State Highway Project No. 69-1(30)6 R/W; thence along said northerly right-of-way line and the easterly right-of-way line of Frontage Road No. 1 as established per said Right-of-Way Plans by the next four (4) courses; 1) South 58 degrees 14 minutes 49 seconds West 1,529.79 feet; 2) North 05 degrees 02 minutes 25 seconds East 66.98 feet; 3) North 12 degrees 08 minutes 42 seconds West 45.76 feet; 4) South 89 degrees 39 minutes 51 seconds West 15.00 feet to the West line of said Half Quarter Section; thence North 00 degrees 20 minutes 09 seconds West along said West line 1,628.18 feet; thence North 89 degrees 39 minutes 51 seconds East 50.00 feet; thence North 44 degrees 39 minutes 51 seconds East 42.43 feet; thence North 89 degrees 39 minutes 51 seconds East 19.17 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 20 minutes 09 seconds West 325.00 feet from said point; thence easterly along said curve 149.85 feet to the point of tangency of said curve, said point being South 26 degrees 45 minutes 15 seconds East 325.00 feet from the radius point of said curve; thence North 63 degrees 14 minutes 45 seconds East 163.70 feet to a point on a curve concave southerly, the radius point of said curve being South 26 degrees 45 minutes 11 seconds East 274.97 feet from said point; thence easterly along said curve 75.35 feet to the point of tangency of said curve, said point being North 11 degrees 03 minutes 10 seconds West 274.97 feet from the radius point of said curve to a point on a curve concave southwesterly, the radius point of said curve being South 11 degrees 03 minutes 09 seconds East 20.00 feet from said point; thence southeasterly along said curve 35.14 feet to the point of tangency of said curve, said point being North 89 degrees 37 minutes 49 seconds East 20.00 feet from the radius point of said curve; thence South 00 degrees 22 minutes 12 seconds East 95.40 feet; thence North 89 degrees 37 minutes 48 seconds East 50.00 feet; thence North 89 degrees 11 minutes 42 seconds East 788.33 feet to the place of beginning, containing 42.626 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

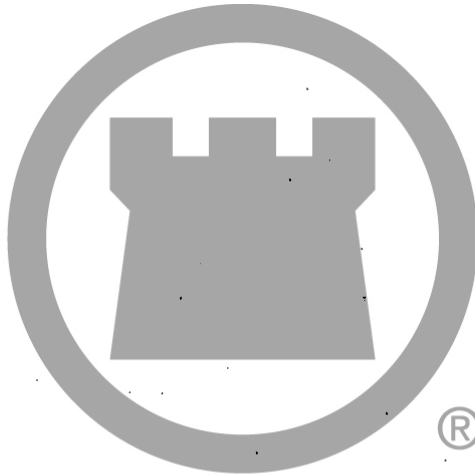
EXCEPT

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of said Half Quarter Section; thence North 89 degrees 11 minutes 42 seconds East along the North line of said Half Quarter Section a distance of 1,323.75 feet to an existing iron rod marking the Northeast corner of said Quarter Section; thence South 00 degrees 19 minutes 57 seconds East along the East line of said Quarter Section a distance of 980.29 feet to the POINT OF BEGINNING of this description; thence continuing South 00 degrees 19 minutes 57 seconds East along said East line 166.04 feet; thence South 89 degrees 37 minutes 33 seconds

West 540.21 feet; thence South 15 degrees 54 minutes 15 seconds West 37.50 feet; thence South 89 degrees 37 minutes 33 seconds West 73.60 feet; thence North 00 degrees 22 minutes 27 seconds West 190.59 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 89 degrees 37 minutes 33 seconds West 175.00 feet from said point; thence northerly along said curve 48.05 feet to the point of tangency of said curve, said point being North 73 degrees 53 minutes 39 seconds East 175.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 79.81 feet; thence South 16 degrees 56 minutes 02 seconds East 37.56 feet; thence North 89 degrees 37 minutes 32 seconds East 540.48 feet to the place of beginning, containing 2.512 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

December 17, 2004  
(R)GDK (P)KRG



# CHICAGO TITLE

**APPENDIX A-2**  
**PHASE I PROPERTY**

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Block 1 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684 in Hamilton County, Indiana, thence North 58 degrees 14 minutes 50 seconds East along the North line of said Block 1 207.91 feet; thence South 31 degrees 45 minutes 10 seconds East along the East line of said Block 1 90.83 feet; thence South 58 degrees 14 minutes 50 seconds West along the South line of said Block 1 208.00 feet; thence North 31 degrees 45 minutes 11 seconds West along the West line of said Block 1 86.82 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 58 degrees 14 minutes 49 seconds East 85.99 feet from said point; thence along said curve 4.01 feet to the point of tangency of said curve, said point being South 60 degrees 55 minutes 07 seconds West 85.99 feet from the radius point of said curve, said point also being the place of beginning, containing 0.434 acres, more or less.

May 19, 2005



CHICAGO TITLE

**APPENDIX B**  
**DECLARANT RESERVATIONS**

**B.1. GENERAL PROVISIONS.**

**B.1.1. Introduction.** Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling the Declarant-related provisions in this Appendix.

**B.1.2. General Reservation and Construction.** Notwithstanding other provisions of the Governing Documents to the contrary, nothing contained therein may be construed to, nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Appendix that Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of conflict between this Appendix and any other Document, this Appendix controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

**B.1.3. Purpose of Development and Declarant Control Periods.** This Appendix gives Declarant certain rights during the Development Period and the Declarant Control Period to ensure a complete and orderly buildout and sellout of the Property, which is ultimately for the benefit and protection of Owners and Mortgagees. Declarant may not use its control of the Association and the Property for an advantage over the Owners by way of retention of any residual rights or interests in the Association or through the creation of any contractual agreements that the Association may not terminate without cause with not more than 30 days' notice.

**B.2. DECLARANT CONTROL PERIOD RESERVATIONS.** For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly buildout and sellout of the Property, Declarant will retain control of the Association during the Declarant Control Period, subject to the following:

**B.2.1. Initial Board: Transition to Owners.** During the Declarant Control Period, the Board will consist of 3 persons. Within 60 days after the date 50% of the Condominium Units in the Property or the Additional Land have been conveyed to Owners other than Declarant, the Board will call or hold an annual or special meeting of the Members. At that meeting, the Members must elect 2 additional directors. From and after that election, the Board will consist of 5 directors. Near the end of the Declarant Control Period, Declarant or the Association will give written notice of an annual or special meeting of the Members to an Owner of each Condominium Unit at least 10 days before the meeting. For that meeting, Owners of 10% of the Condominium Units constitute a quorum. At that meeting, the terms of all 5 directors expire, and the Members must elect 5 directors. These directors will be elected for staggered 3-year terms. The Board elected at the organizational meeting will elect the officers of the Association not later than 30 days after the end of the Declarant Control Period.

**B.2.2. Officers and Directors.** During the Declarant Control Period, Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be



Members or Owners. Each of the individuals is indemnified by the Association, under Section 11.6, as a "Leader."

B.2.3. Weighted Votes. Intentionally Omitted

B.2.4. Obligation for Assessments. For each Condominium Unit owned by Declarant, Declarant is liable for Special Assessments, Individual Assessments, and Restoration Assessments in the same manner as any Owner. Regarding Regular Assessments, Declarant will pay Regular Assessments as provided in the Declaration.

B.2.5. Expenses of Declarant. Expenses related to the completion and marketing of the Property will be paid by Declarant and are not expenses of the Association.

B.2.6. Budget Control. During the Declarant Control Period, the right of Owners to veto Special Assessments or increases in Regular Assessments is not effective and may not be exercised.

B.2.7. Management Contract. If Declarant enters into a professional management contract on behalf of the Association during the Declarant Control Period, the Association has the right to terminate the contract without cause or penalty, upon not more than 30 days notice to the manager, at any time after a Board elected by the Owners takes office.

B.3. DEVELOPMENT PERIOD RESERVATIONS. Declarant reserves the following easements and special Declarant rights, exercisable at Declarant's sole discretion, at any time during the Development Period:

B.3.1. Changes in Development Plan. Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, changes in the sizes, styles, configurations, materials, and appearances of buildings, Condominium Units, and Common Area provided such modifications do not adversely impact existing Owners.

B.3.2. Expansion. As provided in Article 19, the Tract is subject to expansion. During the Development Period, Declarant may - but is not required to - annex any real property that is contiguous with, adjacent to, or within 1,000 feet of any real property that is subject to this Declaration. Declarant will annex real property by subjecting it to the Declaration and the jurisdiction of the Association by recording a supplement or an amendment of this Declaration, executed by Declarant, in the Office of the Recorder of Hamilton County, Indiana. The supplement or amendment of annexation must include a description of the additional real property or a reference to the recorded plat that describes the additional real property.

B.3.3. Amendment. During the Development Period, Declarant may amend this Declaration and the other Governing Documents, without consent of other Owners or any Mortgagee, for the following limited purposes and provided such amendment does not adversely impact an existing Owner or Underwriting Lender:

- a. To add real property to the Tract subject to Article 19 of this Declaration.
- b. To withdraw real property from the Tract as allowed by Applicable Law.
- c. To create Condominium Units, easements, and Common Area within the Property.
- d. To reconfigure Buildings or Condominium Units.

- e. To modify the construction and use restrictions of Article 10 of this Declaration.
- f. To merge the Association with another property owners association as allowed by Applicable Law.
- g. To comply with requirements of an Underwriting Lender.
- h. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Governing Documents.
- i. To enable any reputable title insurance company to issue title insurance coverage on the Condominium Units.
- j. To enable an institutional or governmental lender to make or purchase mortgage loans on the Condominium Units.
- k. To change the name or entity of Declarant.
- l. To change the name of the addition in which the Tract is located.
- m. To change the name of the Association.
- n. For any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

**B.3.4. Completion.** During the Development Period, Declarant has (1) the right to complete or make improvements indicated on the Plans; and (2) an easement and right to erect, construct, and maintain on and in the Common Area, Limited Area and Condominium Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, leasing, and marketing of the Tract.

**B.3.5. Sales.** During the Development Period, Declarant reserves for itself the right to sell or lease any Condominium Unit owned by Declarant. Condominium Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained elsewhere in this Declaration or the other Governing Documents.

**DIFFERENT RULES**  
 The Developer has rights and privileges to use the Tract in ways that are not available to other owners and residents.

**B.3.6. Promotion.** During the Development Period, Declarant reserves for itself an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Tract and the Property, including items and locations that are prohibited to other Owners and Residents. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Tract and the Property. Declarant also reserves the right to sponsor marketing events - such as open houses, MLS tours, and brokers parties - at the Tract to promote the sale of Condominium Units.

**B.3.7. Offices.** During the Development Period, Declarant reserves for itself the right to use Condominium Units (including any garages attached to such Condominium Units) owned or leased by Declarant or trailers parked on the Tract or Property as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Tract and/or Declarant's developments or other products located outside the Tract. Also, Declarant reserves for itself the easement and right to make structural changes and alterations on and to Condominium Units used by Declarant as models, storage areas, and offices, as may be

necessary to adapt them to the uses permitted herein. Upon completing its use of such Condominium Units, Declarant, at Declarant's sole expense, will restore altered Condominium Units to conform to the architectural standards of the Tract. The restoration will be done within 120 days after termination of the Development Period.

B.3.8. Access. During the Development Period, Declarant has an easement and right of ingress and egress in and through the Tract for purposes of constructing, maintaining, managing, and marketing the Tract, the Property and the Additional Land, and for discharging Declarant's obligations under this Declaration. Additionally, Declarant has a right of entry and access to all Condominium Units to perform warranty-related work, if any, for the benefit of the Condominium Unit being entered, adjoining Condominium Units, Common Area or Limited Area. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.

B.3.9. Controlled Access. This Section applies if the Tract has a controlled access gate. During the Development Period, Declarant may require that the entry gate be left open to the public during daylight hours (or from 6:30 a.m. to 7:00 p.m., whichever is longer) to ensure access to Condominium Units by prospective Condominium Unit purchasers and contractors to complete construction of Condominium Units.

B.3.10. Utility Easements. During the Development Period, Declarant may grant permits, licenses, and easements over, in, on, under, and through the Tract and the Property for utilities, roads, and other purposes necessary for the proper development and operation of the Tract and the Property. Declarant reserves the right to make changes in and additions to the easements on any Condominium Unit, as shown on the Development Plan or the Plans, to more efficiently or economically install utilities or other improvements. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, television, and security.

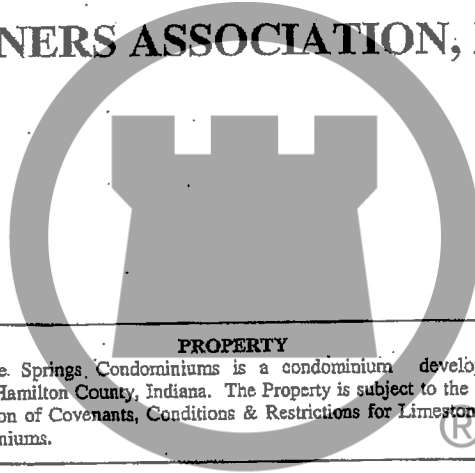
B.4. SUCCESSOR DECLARANT. Declarant may designate one or more Successor Declarants for specified designated purposes and/or for specified portions of the Tract or the Property, or for all purposes and all of the Tract or the Property. To be effective, the designation must be in writing, signed and acknowledged by Declarant and Successor Declarant, and recorded in the Office of the Recorder of Hamilton County. Declarant (or Successor Declarant) may subject the designation of Successor Declarant to limitations and reservations. Unless the designation of Successor Declarant provides otherwise, a Successor Declarant has the rights of Declarant under this Section and may designate further Successor Declarants.

B.5. ANNEXATION. During the Development Period, each Owner, by the acceptance of a deed to a Condominium Unit, will be deemed to have waived such Owner's right to remonstrate against any permit, application or request made by or to a Municipal Entity to annex the Property or any part of the Property to become a part of the Municipal Entity. The Owner will also be deemed to have consented to such annexation.

CHICAGO TITLE  
[End of Appendix B]

APPENDIX C  
BY-LAWS

**BYLAWS**  
**OF**  
**LIMESTONE SPRINGS CONDOMINIUM**  
**OWNERS ASSOCIATION, INC.**



**PROPERTY**  
Limestone Springs Condominiums is a condominium development in Fishers, Hamilton County, Indiana. The Property is subject to the foregoing Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums. ®

**CHICAGO TITLE**

**BYLAWS  
OF  
LIMESTONE SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC.**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 <u>INTRODUCTION</u> .....	1
1.1. <u>PROPERTY</u> .....	1
1.2. <u>PARTIES TO BYLAWS</u> .....	1
1.3. <u>DEFINITIONS</u> .....	1
1.4. <u>NONPROFIT PURPOSE</u> .....	1
1.5. <u>DECLARANT CONTROL</u> .....	1
1.6. <u>GENERAL POWERS AND DUTIES</u> .....	1
ARTICLE 2 <u>BOARD OF DIRECTORS</u> .....	1
2.1. <u>NUMBER AND TERM OF OFFICE</u> .....	1
2.2. <u>QUALIFICATION</u> .....	2
2.3. <u>ELECTION</u> .....	2
2.4. <u>VACANCIES</u> .....	2
2.5. <u>REMOVAL OF DIRECTORS</u> .....	2
2.6. <u>MEETINGS OF THE BOARD</u> .....	3
2.7. <u>LIABILITIES AND STANDARD OF CARE</u> .....	4
2.8. <u>POWERS AND DUTIES</u> .....	4
2.9. <u>FIDELITY BONDS</u> .....	4
ARTICLE 3 <u>OFFICERS</u> .....	5
3.1. <u>DESIGNATION</u> .....	5
3.2. <u>ELECTION OF OFFICERS</u> .....	5
3.3. <u>REMOVAL AND RESIGNATION OF OFFICERS</u> .....	5
3.4. <u>STANDARD OF CARE</u> .....	5
3.5. <u>DESCRIPTION OF PRINCIPAL OFFICES</u> .....	5
3.6. <u>AUTHORIZED AGENTS</u> .....	6
ARTICLE 4 <u>MEETINGS OF THE ASSOCIATION</u> .....	6
4.1. <u>ANNUAL MEETING</u> .....	6
4.2. <u>SPECIAL MEETINGS</u> .....	6
4.3. <u>PLACE OF MEETINGS</u> .....	6
4.4. <u>NOTICE OF MEETINGS</u> .....	6
4.5. <u>INELIGIBILITY</u> .....	6
4.6. <u>QUORUM</u> .....	6
4.7. <u>LACK OF QUORUM</u> .....	6
4.8. <u>VOTES</u> .....	7

4.9.	<u>PROXIES</u> .....	7
4.10.	<u>CONDUCT OF MEETINGS</u> .....	7
4.11.	<u>ORDER OF BUSINESS</u> .....	7
4.12.	<u>ADJOURNMENT OF MEETING</u> .....	8
4.13.	<u>ACTION WITHOUT MEETING</u> .....	8
4.14.	<u>TELEPHONE MEETINGS</u> .....	8
ARTICLE 5 <u>RULES</u> .....		8
5.1.	<u>RULES</u> .....	8
5.2.	<u>ADOPTION AND AMENDMENT</u> .....	8
5.3.	<u>NOTICE</u> .....	8
5.4.	<u>DISTRIBUTION</u> .....	8
ARTICLE 6 <u>ENFORCEMENT</u> .....		8
6.1.	<u>REMEDIES</u> .....	8
6.2.	<u>REIMBURSEMENT OF EXPENSES AND LEGAL FEES</u> .....	9
6.3.	<u>IMPOSITION OF FINE</u> .....	9
ARTICLE 7 <u>OBLIGATIONS OF THE OWNERS</u> .....		9
7.1.	<u>NOTICE OF SALE</u> .....	9
7.2.	<u>PROOF OF OWNERSHIP</u> .....	9
7.3.	<u>OWNERS' INFORMATION</u> .....	10
7.4.	<u>MAILING ADDRESS</u> .....	10
7.5.	<u>REGISTRATION OF MORTGAGEES</u> .....	10
7.6.	<u>ASSESSMENTS</u> .....	10
7.7.	<u>COMPLIANCE WITH GOVERNING DOCUMENTS</u> .....	10
ARTICLE 8 <u>ASSOCIATION RECORDS</u> .....		10
8.1.	<u>INSPECTION OF BOOKS AND RECORDS</u> .....	10
8.2.	<u>OWNERS LIST</u> .....	10
ARTICLE 9 <u>NOTICES</u> .....		11
9.1.	<u>CO-OWNERS</u> .....	11
9.2.	<u>DELIVERY OF NOTICES</u> .....	11
9.3.	<u>WAIVER OF NOTICE</u> .....	11
ARTICLE 10 <u>DECLARANT PROVISIONS</u> .....		11
10.1.	<u>CONFLICT</u> .....	11
10.2.	<u>BOARD OF DIRECTORS</u> .....	11
10.3.	<u>ORGANIZATIONAL MEETING</u> .....	11
10.4.	<u>DECLARANT RESERVATIONS</u> .....	11
ARTICLE 11 <u>AMENDMENTS TO BYLAWS</u> .....		11
11.1.	<u>AUTHORITY</u> .....	11
11.2.	<u>PROPOSALS</u> .....	11

11.3.	<u>CONSENTS</u> .....	11
11.4.	<u>MORTGAGEE PROTECTION</u> .....	12
11.5.	<u>EFFECTIVE</u> .....	12
11.6.	<u>DECLARANT PROTECTION</u> .....	12
ARTICLE 12	<u>GENERAL PROVISIONS</u> .....	12
12.1.	<u>INTENT</u> .....	12
12.2.	<u>COMPENSATION</u> .....	12
12.3.	<u>CONFLICTING PROVISIONS</u> .....	13
12.4.	<u>SEVERABILITY</u> .....	13
12.5.	<u>CONSTRUCTION</u> .....	13
12.6.	<u>FISCAL YEAR</u> .....	13
12.7.	<u>WAIVER</u> .....	13



# CHICAGO TITLE

**BYLAWS  
OF  
LIMESTONE SPRINGS CONDOMINIUM OWNERS ASSOCIATION,  
INC.**

---

**ARTICLE 1  
INTRODUCTION**

1.1. **PROPERTY.** These Bylaws provide for the governance of the condominium development known as Limestone Springs Condominiums, located in Fishers, Hamilton County, Indiana (the "Property"), and which is subject to the Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded on even date herewith (the "Declaration").

1.2. **PARTIES TO BYLAWS.** All present or future Owners and all other persons who use or occupy the Tract in any manner are subject to these Bylaws, the Declaration, and the other Governing Documents as defined in the Declaration. The mere acquisition or occupancy of a Condominium Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **DEFINITIONS.** Words and phrases defined in the Declaration have the same meanings when used in these Bylaws. Article 1 of the Declaration is incorporated herein by reference.

1.4. **NONPROFIT PURPOSE.** The Association is organized to be a nonprofit corporation pursuant to the Indiana Nonprofit Corporation Act of 1991.

1.5. **DECLARANT CONTROL.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in Appendix B of the Declaration during the Declarant Control Period and the Development Period, as defined in the Declaration, including the number, qualification and appointment, removal, and replacement of directors.

*During the Declarant Control Period and Development Period, Appendix B of the Declaration has priority over these Bylaws.*

1.6. **GENERAL POWERS AND DUTIES.** The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Property as may be required or permitted by the Governing Documents and Applicable Law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

**ARTICLE 2  
BOARD OF DIRECTORS**

2.1. **NUMBER AND TERM OF OFFICE.** The Board will consist of 5 persons. Upon election, each director will serve a term of 2 years. The terms of not less than 1/3 of the Directors will expire annually. To establish such staggered terms, the directors elected by the Owners at the first election shall be elected to staggered terms. The directors with the most votes shall be the directors who shall serve the 2 year terms and the remaining directors shall serve 1 year terms. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will



hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than 3.

2.2. QUALIFICATION. The following qualifications apply to the election or appointment of persons to the Board to the extent candidates are available and qualified. The following qualifications may be waived or modified by the Members on an election by election basis only if an insufficient number of qualified candidates are available.

2.2.1. Owners. All of the directors must be Members of the Association or spouses of Members.

2.2.2. Entity Member. If a Condominium Unit is owned by a legal entity, such as a partnership, corporation or limited liability company, any officer, partner, agent, or employee of that entity Member is eligible to serve as a director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the director representing it terminates, the entity Member may appoint an officer, partner, agent or employee of that entity Member to serve as a director for the remaining term.

2.2.3. Delinquency. No person may be elected or appointed as a director if any Assessment against the person or his Condominium Unit is more than 30 days' delinquent at the time of election or appointment.

2.2.4. Violations. No person may be elected or appointed as a director if the person or his Condominium Unit B at the time of election or appointment B has not cured a violation of the Governing Documents.

2.2.5. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

2.3. ELECTION. Directors will be elected by the Members of the Association. The election of directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by any method permitted by Applicable Law.

2.4. VACANCIES. Vacancies on the Board caused by any reason, except the removal of a director by a vote of the Association, are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

## 2.5. REMOVAL OF DIRECTORS.

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association, any 1 or more of the directors may be removed with or without cause by Members representing at least 2/3 of the Percentage Vote present in person or by proxy at the meeting, and a successor may then and there be elected by the Members to fill the vacancy thus created. Any director whose removal has been proposed by the Members must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the Board called for that purpose:

- a. The director is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party, provided the Association did not file suit to effect removal of the director.
- b. The director's account with the Association has been delinquent for at least 90 days or has been delinquent at least 3 times during the preceding 12 months.
- c. The director has refused or failed to attend 3 or more meetings of the Board during the preceding 12 months, provided he was given proper notice of the meetings.
- d. The director has refused or failed to cure a violation of the Governing Documents.

2.6. MEETINGS OF THE BOARD.

2.6.1. Organizational Meeting of the Board. Within 10 days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least 1 such meeting must be held each calendar quarter. Notice of regular meetings of the Board will be given to each director, personally or by telephone, written, or electronic communication, at least 3 days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent or refuses to act, by the secretary, or by any 2 directors. At least 3 days notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meetings. In case of emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with Applicable Law or the Governing Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.6.6. Quorum. At meetings of the Board, a majority of directors constitutes 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 are the acts of the Board. If less than a quorum is present at a meeting of the Board, the majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Minutes. The written report of a Board meeting is not the minutes of the meeting until approved by the directors at a future meeting.

2.6.8. Open Meetings. Regular and special meetings of the Board are open to Members of the Association, subject to the following provisions to the extent permitted, required, or not prohibited by Applicable Law:

- a. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- b. Members who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- c. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- d. As allowed by Applicable Law, the Board may prohibit attendance by non-Members, including representatives, proxies, agents, and attorneys of Members.
- e. The Board may prohibit attendance by any person who disrupts meetings or interferes with the conduct of Board business.

2.6.9. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting.

2.6.10. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under Applicable Law.

2.7. LIABILITIES AND STANDARD OF CARE. In performing their duties, the directors are required to exercise those standards of care required by Applicable Law.

2.8. POWERS AND DUTIES. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Tract. The Board may do all acts and things except those which, by Applicable Law or the Governing Documents, are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in Applicable Laws or the Governing Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.8.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners and, at the Board's discretion, Residents may serve as members of such committees.

2.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.9. FIDELITY BONDS. Any person handling or responsible for Association funds, including officers, agents, and employees of the Association, must be covered by adequate fidelity bonds. The Association will determine whether the fidelity bonds will be obtained by the Association on behalf of such

person or whether such person must obtain and provide evidence of the fidelity bonds. The premiums on the bonds for officers of the Association will be a common expense of the Association. The fidelity bonds provided by a management company will be provided at the expense of the management company.

### ARTICLE 3 OFFICERS

3.1. DESIGNATION. The principal officers of the Association are the president, the secretary, and the treasurer. The Board may appoint one or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

*During the Declarant Control Period and Development Period, Appendix B of the Declaration has priority over these Bylaws.*

3.2. ELECTION OF OFFICERS. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. STANDARD OF CARE. In performing their duties, the officers are required to exercise the standards of care provided by Applicable Law.

#### 3.5. DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1. President. As the chief executive officer of the Association, the president: (1) presides at all meetings of the Association and of the Board; (2) has all the general powers and duties which are usually vested in the office of president of a nonprofit corporation organized under the laws of the State of Indiana; (3) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (4) sees that all orders and resolutions of the Board are carried into effect.

3.5.2. Secretary. The secretary: (1) keeps the minutes of all meetings of the Board and of the Association; (2) has charge of such books, papers, and records as the Board may direct; (3) maintains a record of the names and addresses of the Members for the mailing of notices; and (4) in general, performs all duties incident to the office of secretary.

3.5.3. Treasurer. The treasurer: (1) is responsible for Association funds; (2) keeps full and accurate financial records and books of account showing all receipts and disbursements; (3) prepares all required financial data and tax returns; (4) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (5) prepares the annual and supplemental budgets of the Association; (6) reviews the accounts of the managing agent on

a monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (7) performs all the duties incident to the office of treasurer.

3.6. AUTHORIZED AGENTS. Except when the Governing Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

#### ARTICLE 4 MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. An annual meeting of the Association will be held during the fourth quarter of each year. At annual meetings the Members will elect directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.2. SPECIAL MEETINGS. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Owners of at least 20 percent of the Percentage Vote. The meeting must be held within 30 days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association may be held at the Tract or at a suitable place convenient to the Members, as determined by the Board.

4.4. NOTICE OF MEETINGS. At the direction of the Board, written notice of meetings of the Association will be given to an Owner of each Condominium Unit at least 10 days but not more than 60 days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. INELIGIBILITY. The Board may determine that a Member may not vote at meetings of the Association if that Member's financial account with the Association is in arrears 30 days before the date of a meeting of the Association at which Members will vote. Each ineligible Member will be given notice of the arrearage and an opportunity to become eligible to vote. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than 30 days after the original meeting.

4.6. QUORUM. At any meeting of the Association, the presence in person or by proxy of Members representing at least 20 percent of the Percentage Vote constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

4.7. LACK OF QUORUM. If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a majority of the Percentage Vote present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than 24 hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes to be held within 15 to 30 days of such meeting may be given to an Owner. At the new meeting the Members present in person or by proxy (even if representing less than 20 percent of the Percentage Vote) will be sufficient to constitute a quorum for the purposes of that meeting.

*During the Declarant Control Period and Development Period, Appendix B of the Declaration has priority over these Bylaws.*

4.8. VOTES. The vote of Members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by Applicable Law. Cumulative voting is prohibited.

4.8.1. Co-Owned Condominium Units. If a Condominium Unit is owned by more than one Member, the vote appurtenant to that Condominium Unit is cast as follows: If only one of the multiple Owners of a Condominium Unit is present at a meeting of the Association, that person may cast the vote allocated to that Condominium Unit; if more than one of the multiple Owners is present, the vote allocated to that Condominium Unit may be cast as determined by the multiple Owners. If the multiple Owners cannot agree, no vote shall be cast for such Condominium Unit.

4.8.2. Entity-Owned Condominium Units. If a Condominium Unit is owned by an entity, including a corporation, partnership or limited liability company, the vote appurtenant to that Condominium Unit may be cast by any officer, partner or member of the entity in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity is qualified to vote.

4.8.3. Association-Owned Condominium Units. Votes allocated to a Condominium Unit owned by the Association may be counted towards a quorum and for all votes except the election or removal of directors. The vote appurtenant to a Condominium Unit owned by the Association is exercised by the Board.

4.9. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy must (1) be signed and dated by a Member or his attorney-in-fact; (2) identify the Condominium Unit to which the vote is appurtenant; (3) designate the person or position (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (4) identify the meeting for which the proxy is given; (5) not purport to be revocable without notice; and (6) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates one year after its date. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes.

4.10. CONDUCT OF MEETINGS. The president, or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Association when not in conflict with the Governing Documents. Votes should be tallied by the Board.

4.11. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports

- Election of directors (when required)
- Unfinished or old business
- New business

4.12. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.13. ACTION WITHOUT MEETING. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by any method allowed by Applicable Law. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Governing Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting.

4.14. TELEPHONE MEETINGS. Members of the Association may participate in and hold meetings of the Association by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

#### ARTICLE 5 RULES

5.1. RULES. The Board has the right to establish and amend, from time to time, reasonable Rules for: (1) the administration of the Association and the Governing Documents; (2) the maintenance, management, operation, use, conservation, and beautification of the Property; and (3) the health, comfort, and general welfare of the Owners and Residents. The Rules may not be in conflict with Applicable Law or the Governing Documents. The Board will, at all times, maintain the then current and complete Rules in a written form which can be copied and distributed to the Members.

5.2. ADOPTION AND AMENDMENT. Any Rule may be adopted, amended, or terminated by the Board, provided that the Rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. NOTICE. At least 5 days before the effective date, the Board will give written notice to an Owner of any amendment, termination, or adoption of a Rule, or will publish same in a newsletter or similar publication that is circulated to the Members and Residents who are not Members.

5.4. DISTRIBUTION. On request from any Member or Resident, the Board will provide a current and complete copy of Rules. Additionally, the Board will, from time to time, distribute copies of the current and complete Rules to Owners and to non-Member Residents.

#### ARTICLE 6 ENFORCEMENT

6.1. REMEDIES. The violation of any provision of the Governing Documents gives the Board the following rights, in addition to any other rights set forth in the Governing Documents:

- a. Fines. To impose reasonable fines.
- b. Self-Help. As set forth in Section 11.2.4 of the Declaration, in certain limited circumstances, as limited by Applicable Law, to enter onto a Condominium Unit to abate and remove, at the

expense of the defaulting Owner, any sign, structure, vehicle or condition that violates the Governing Documents.

- c. Courts. Upon notice, as required in Section 11.2.5 of the Declaration, to enjoin, abate, or remedy, by appropriate legal proceedings, the continuance of any breach.

6.2. REIMBURSEMENT OF EXPENSES AND LEGAL FEES. In addition to any other rights set forth in the Governing Documents for violation of a provision of the Governing Documents, the Board may levy and collect Individual Assessments for reimbursement of reasonable fees and expenses, including without limitation legal fees, incurred by the Association to enforce the Governing Documents, including the collection of delinquent Assessments.

6.3. IMPOSITION OF FINE. Within 30 days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing.

6.3.1. Amount. The Board may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Board may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation. If the Board allows fines to accumulate, it may establish a maximum amount for a particular fine, at which point the total fine will be capped.

6.3.2. Type of Fine. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, weekly, or monthly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.

6.3.3. Other Fine-Related. The Association may foreclose its Assessment lien as allowed by Applicable Law. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before applying an Owner's payment to other types of Assessments.

#### **ARTICLE 7 OBLIGATIONS OF THE OWNERS**

7.1. NOTICE OF SALE. Any Owner intending to sell or convey his Condominium Unit or any interest therein must give written notice to the Board of his intention, together with (1) the address or legal description of the Condominium Unit being conveyed, (2) the name and address of the intended purchaser, (3) the name, address, and phone number of the title company or attorney designated to close the transaction, (4) names and phone numbers of real estate agents, if any, representing seller and purchaser, and (5) scheduled date of closing. An Owner will furnish this information to the Board at least 10 business days before the scheduled date of closing or conveyance.

*During the Declarant Control Period and Development Period, Appendix B of the Declaration has priority over these Bylaws.*

7.2. PROOF OF OWNERSHIP. On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Condominium Unit. A copy of the recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Condominium Unit or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.



7.3. OWNERS' INFORMATION. Within 30 days after acquiring an ownership interest in a Condominium Unit, the Owner must provide the Association with the Owner's mailing address and telephone number; the name and telephone number of any Resident other than the Owner; and the name, address, and telephone number of any person managing the Condominium Unit as agent of the Owner. An Owner must notify the Association within 30 days after he has notice of a change in any information required by this Section, and must provide the information on request by the Association from time to time.

7.4. MAILING ADDRESS. The Owner or the several co-owners of a Condominium Unit must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's Condominium Unit is deemed to be his mailing address.

7.5. REGISTRATION OF MORTGAGEES. Within 30 days after granting a lien against his Condominium Unit, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within 30 days after he has notice of a change in the information required by this Section. Also, the Owner will provide the information requested by the Association from time to time.

7.6. ASSESSMENTS. All Owners are obligated to pay Assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the Assessments made or levied against him and his Condominium Unit.

7.7. COMPLIANCE WITH GOVERNING DOCUMENTS. Each Owner will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Property was established.

### ARTICLE 8 ASSOCIATION RECORDS

8.1. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association will be made available for inspection and copying pursuant to Applicable Law, during normal business hours.

8.1.1. Copies. A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

8.1.2. Member's Agent. A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant, or attorney. ®

8.1.3. Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association and are not subject to inspection by Members.

8.2. OWNERS LIST. At least once a year, the Association will prepare a list of Owners, showing the name and complete mailing address of the designated Owner of each Condominium Unit, and the street address or legal description of the Condominium Unit. The list may include any other types of information customarily kept by the Association for communicating with its Members. The Association will make the Owners list available to any Owner on request and may charge a reasonable fee for cost of copying and delivering the Owners list.

**ARTICLE 9**  
**NOTICES**

9.1. **CO-OWNERS.** If a Condominium Unit is owned by more than one person, notice to 1 co-owner is deemed notice to all co-owners.

9.2. **DELIVERY OF NOTICES.** Except for notices given pursuant to Section 2.6, any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by any other method permitted by Applicable Law. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. **WAIVER OF NOTICE.** Whenever a notice is required to be given to an Owner, Member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a Member or director at any meeting of the Association or Board, respectively, constitutes a waiver of notice by the Member or director of the time, place, and purpose of the meeting. If all Members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

**ARTICLE 10**  
**DECLARANT PROVISIONS**

10.1. **CONFLICT.** The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

10.2. **BOARD OF DIRECTORS.** During the Declarant Control Period, Appendix B of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners or Residents. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

10.3. **ORGANIZATIONAL MEETING.** Within 60 days after the end of the Declarant Control Period, or sooner at Declarant's option, Declarant will call an organizational meeting of the Members for the purpose of electing directors, by ballot of Members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

10.4. **DECLARANT RESERVATIONS.** Nothing in these Bylaws may be construed to, nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in Appendix B of the Declaration which Declarant reserves exclusively unto itself and its successors and assigns. In case of conflict between these Bylaws and Appendix B of the Declaration, Appendix B controls.

**ARTICLE 11**  
**AMENDMENTS TO BYLAWS**

11.1. **AUTHORITY.** These Bylaws may not be amended by the Board without approval by the Members. These Bylaws may be amended by the Members according to the terms of this Article.

11.2. **PROPOSALS.** The Association will provide an Owner of each Condominium Unit with a description of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association if the proposed amendment is to be considered at the meeting.

11.3. **CONSENTS.** Subject to the following limitation, an amendment of these Bylaws must be approved by Members representing at least a majority of the Percentage Vote present (in person or by proxy)

at a properly called meeting of the Association for which a quorum is obtained. In other words, if a quorum is present (in person or by proxy) at a meeting, the Owners of a majority of the Percentage Vote represented at the meeting (in person or by proxy) - even if less than a majority of the total Percentage Vote - may approve an amendment to these Bylaws. However, this Section may not be amended without the approval of Members representing at least a majority of the total Percentage Vote.

11.4. MORTGAGEE PROTECTION. In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by Eligible Mortgagees, pursuant to the Mortgagee Protection article of the Declaration. If applicable, the Association must give the required notices to and obtain the required approvals from Eligible Mortgagees.

*During the Declarant Control Period and Development Period, Appendix B of the Declaration has priority over these Bylaws.*

11.5. EFFECTIVE. To be effective, an amendment must be in the form of a written instrument signed and acknowledged by at least one officer of the Association, certifying the requisite approval of Members and, if required, Eligible Mortgagees. The Association will deliver a copy of each amendment to an Owner of each Condominium Unit.

11.6. DECLARANT PROTECTION. During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section and the article titled "Declarant Provisions" may not be amended without prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument.

## ARTICLE 12 GENERAL PROVISIONS

12.1. INTENT. Because the Declarant intends these Bylaws to serve the Association for many years beyond the initial development, construction, and marketing of the Tract, the Declarant purposefully did not draft these Bylaws from its own perspective. Instead, as a courtesy to future users of these Bylaws, the Declarant compiled most of the Declarant-related provisions in Appendix B of the Declaration. Although the Declarant is initially an Owner and a Member of the Association, the Declarant is intentionally exempt from a number of obligations that apply to other Owners, and has a number of rights that other Owners do not have. These Bylaws are to be construed liberally to give effect to the drafter's intent of favorable and preferential treatment of the Declarant.

12.2. COMPENSATION. A director, officer, Member, or Resident may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Member, or Resident. Nevertheless,

- a. Reasonable compensation may be paid to a director, officer, Member, or Resident for services rendered to the Association in other capacities.
- b. A director, officer, Member, or Resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.
- c. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

12.3. **CONFLICTING PROVISIONS.** If any provision of these Bylaws conflicts with any provision of Applicable Law, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles control. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

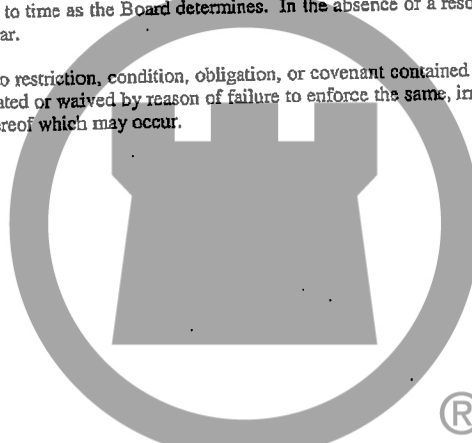
*Users of this document should periodically review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by this document.*

12.4. **SEVERABILITY.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidity of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.5. **CONSTRUCTION.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

12.6. **FISCAL YEAR.** The fiscal year of the Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

12.7. **WAIVER.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.



# CHICAGO TITLE

**APPENDIX D**  
**PERCENTAGE INTERESTS**

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-A Komatite Way	8.335
1	13266-B Komatite Way	8.335
1	13266-C Komatite Way	8.335
1	13266-D Komatite Way	8.335
1	13266-E Komatite Way	8.335
1	13266-F Komatite Way	8.335
1	13266-G Komatite Way	8.335
1	13266-H Komatite Way	8.335
1	13266-I Komatite Way	8.335
1	13266-J Komatite Way	8.335
1	13266-K Komatite Way	8.335
1	13266-L Komatite Way	8.335



CHICAGO TITLE

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer

23<sup>RD</sup> day of January, 2006

Robin T. Mills Auditor of Hamilton County

Parcel # \_\_\_\_\_

20.00  
11.00  
NON C

SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

200600002795  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
01-23-2006 At 02:34 pm.  
DEC CDV RES 20.00

THIS SUPPLEMENTAL DECLARATION made this 23<sup>RD</sup> day of January, 2006, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 2, Phase 2")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 200500051449 (the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 2, Phase 2 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 2, Phase 2 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 2, Phase 2 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 2, Phase 2 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 2, Phase 2 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 2, Phase 2 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 2, Phase 2. Limestone Springs Condominiums or the Tract now has two (2) Buildings containing a total of twenty-four (24) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1 and Block 2, Phase 2.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 2, Phase 2 prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of JANUARY 23, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of JANUARY 23, 2006, as Instrument No. 200600002794

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation  
Its: Managing General Partner

By:   
Timothy K. McMahon, Division President

CHICAGO TITLE

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 23<sup>rd</sup> day of January, 2006.

Merry Wiggins  
Notary Public  
Merry Wiggins  
(Printed Signature)

My Commission Expires:

My County of Residence:



This instrument prepared by: Tammy K. Hancy, Attorney at Law, Bose McKinney & Evans LLP,  
600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.



CHICAGO TITLE



EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 2, PHASE 2  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of Block 2 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana; thence South 89 degrees 37 minutes 32 seconds West along the South line of Block 2 84.80 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 00 degrees 22 minutes 28 seconds West 20.00 feet from said point; thence northwesterly along said curve 25.64 feet to the point of tangency of said curve, said point being South 73 degrees 03 minutes 58 seconds West 20.00 feet from the radius point of said curve; thence South 73 degrees 03 minutes 58 seconds West 2.00 feet; thence North 16 degrees 56 minutes 02 seconds West along the West line of Block 2 12.71 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 73 degrees 03 minutes 58 seconds East 78.00 feet from said point; thence northerly along said curve 22.54 feet to the point of tangency of said curve, said point being South 89 degrees 37 minutes 33 seconds West 78.00 feet from the radius point of said curve; thence North 00 degrees 22 minutes 27 seconds West along the West line of Block 2 139.86 feet; thence North 89 degrees 37 minutes 33 seconds East 2.00 feet to a point on a curve concave southeasterly, the radius point of said curve being North 89 degrees 37 minutes 33 seconds East 20.00 feet from said point; thence northeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 00 degrees 22 minutes 26 seconds West 20.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 34 seconds East along the North line of Block 2 90.75 feet; thence South 00 degrees 22 minutes 26 seconds East along the East line of Block 2 208.00 feet to the place of beginning, containing 0.529 acres, more or less.

S:\44125-CONDO\Legal\Block2  
October 31, 2005 LAP

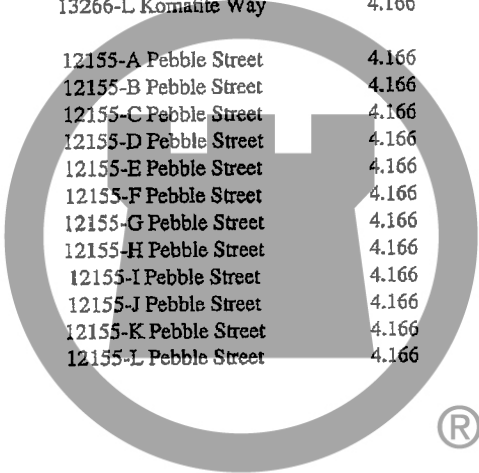


CHICAGO TITLE

**EXHIBIT B**

**LIMESTONE SPRINGS CONDOMINIUMS**

<b><u>Building</u></b>	<b><u>Unit Address</u></b>	<b><u>Percentage Interest</u></b>
1	13266-A Komatite Way	4.166
1	13266-B Komatite Way	4.166
1	13266-C Komatite Way	4.166
1	13266-D Komatite Way	4.166
1	13266-E Komatite Way	4.166
1	13266-F Komatite Way	4.166
1	13266-G Komatite Way	4.166
1	13266-H Komatite Way	4.166
1	13266-I Komatite Way	4.166
1	13266-J Komatite Way	4.166
1	13266-K Komatite Way	4.166
1	13266-L Komatite Way	4.166
2	12155-A Pebble Street	4.166
2	12155-B Pebble Street	4.166
2	12155-C Pebble Street	4.166
2	12155-D Pebble Street	4.166
2	12155-E Pebble Street	4.166
2	12155-F Pebble Street	4.166
2	12155-G Pebble Street	4.166
2	12155-H Pebble Street	4.166
2	12155-I Pebble Street	4.166
2	12155-J Pebble Street	4.166
2	12155-K Pebble Street	4.166
2	12155-L Pebble Street	4.166



CHICAGO TITLE

Prescribed by the  
State Board of Accounts  
(2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

**Dennis D. Olmstead**  
Printed Name of Declarant



CHICAGO TITLE

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
30<sup>th</sup> day of January, 2006

22.00  
71.00  
NONC

200600004609  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
01-30-2006 At 02:20 PM.  
DEC COV RES 22.00

Robin Mills Auditor of Hamilton County  
Parcel # \_\_\_\_\_

SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

THIS SUPPLEMENTAL DECLARATION made this 27<sup>th</sup> day of January, 2006, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 3, Phase 3")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 200500051449; as amended by Supplemental Declaration of Limestone Springs Condominiums recorded in the Office of the Recorder of Hamilton County, Indiana on January 23, 2006, as Instrument No. 200600002795 (collectively, the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 3, Phase 3 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 3, Phase 3 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 3, Phase 3 into Limestone Springs Condominiums. ®

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

1. Declaration. Declarant hereby expressly declares that Block 3, Phase 3 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the

Board of Directors, as each may be amended from time to time. Block 3, Phase 3 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 3, Phase 3 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 3, Phase 3. Limestone Springs Condominiums or the Tract now has three (3) Buildings containing a total of thirty-six (36) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; and Block 3, Phase 3.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 3, Phase 3 prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of JANUARY 27<sup>th</sup>, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of JANUARY 30<sup>th</sup>, 2006, as Instrument No. 2006 00004608.  
PC 4 Slide 15

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation  
Its: Managing General Partner

By:   
Timothy K. McMahon, Division President

CHICAGO TITLE

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Timothy K. McMahon, by me known and by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 27<sup>th</sup> day of January, 2006.



*Merry Wiggins*  
\_\_\_\_\_  
Notary Public  
*Merry Wiggins*  
\_\_\_\_\_  
(Printed Signature)

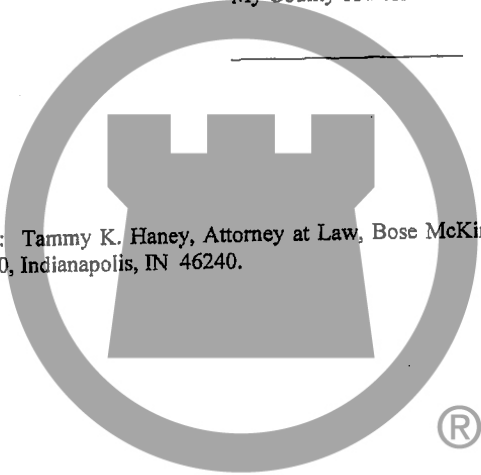
My Commission Expires:

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.



CHICAGO TITLE

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 3, PHASE 3  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of Block 3 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana; thence South 89 degrees 37 minutes 32 seconds West along the South line of Block 3 90.83 feet; thence North 00 degrees 22 minutes 26 seconds West along the West line of Block 3 208.00 feet; thence North 89 degrees 37 minutes 34 seconds East along the North line of Block 3 90.83 feet; thence South 00 degrees 22 minutes 26 seconds East along the East line of Block 3 208.00 feet to the place of beginning, containing 0.434 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-A Komatite Way	2.77
1	13266-B Komatite Way	2.77
1	13266-C Komatite Way	2.77
1	13266-D Komatite Way	2.77
1	13266-E Komatite Way	2.77
1	13266-F Komatite Way	2.77
1	13266-G Komatite Way	2.77
1	13266-H Komatite Way	2.77
1	13266-I Komatite Way	2.77
1	13266-J Komatite Way	2.77
1	13266-K Komatite Way	2.77
1	13266-L Komatite Way	2.77
2	12155-A Pebble Street	2.77
2	12155-B Pebble Street	2.77
2	12155-C Pebble Street	2.77
2	12155-D Pebble Street	2.77
2	12155-E Pebble Street	2.77
2	12155-F Pebble Street	2.77
2	12155-G Pebble Street	2.77
2	12155-H Pebble Street	2.77
2	12155-I Pebble Street	2.77
2	12155-J Pebble Street	2.77
2	12155-K Pebble Street	2.77
2	12155-L Pebble Street	2.77
3	12185-A Pebble Street	2.77
3	12185-B Pebble Street	2.77
3	12185-C Pebble Street	2.77
3	12185-D Pebble Street	2.77
3	12185-E Pebble Street	2.77
3	12185-F Pebble Street	2.77
3	12185-G Pebble Street	2.77
3	12185-H Pebble Street	2.77
3	12185-I Pebble Street	2.77
3	12185-J Pebble Street	2.77

CHICAGO TITLE



<u>Building</u>	<u>Unit Address</u>	<u>Percentage</u> <u>Interest</u>
3	12185-K Pebble Street	2.77
3	12185-L Pebble Street	2.77



CHICAGO TITLE


Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

**Dennis D. Olmstead**  
Printed Name of Declarant



CHICAGO TITLE

25.00  
⑦

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR LIMESTONE SPRINGS CONDOMINIUMS**

THIS FIRST AMENDMENT is made this 20<sup>th</sup> day of March, 2006 by Centex Homes, a Nevada general partnership by Centex Real Estate Corporation, a Nevada corporation, its managing general partner ("Declarant"),

**WITNESSETH:**

200600015079  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
03-21-2006 At 02:38 PM.  
AMEND DECL 25.00

WHEREAS, the following facts are true:

1. On August 5, 2005, Declarant filed of record in the Office of the Recorder of Hamilton County, Indiana, as Instrument No. 2005-49840, a Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums and re-recorded August 10, 2005 as Instrument No. 2005-51449 (the "Declaration"), as supplemented by a Supplemental Declaration of Limestone Springs Condominiums recorded January 23, 2006 as Instrument No. 2006-2795 ("Supplemental Declaration #1") and further supplemented by Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609 ("Supplemental Declaration #2") (all of which were recorded in the Office of the Recorder of Hamilton County, Indiana and are collectively referred to herein as the "Declaration Documents").

2. Declarant desires to amend the Declaration Documents with respect to the Unit Addresses of each Condominium Unit (as defined in the Declaration).

3. Declarant is executing this First Amendment pursuant to Article 16.1 of the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Appendix D of the Declaration is hereby superseded and replaced with Appendix D-1 attached hereto and made a part hereof.

2. Exhibit B of Supplemental Declaration #1 is hereby superseded and replaced with Exhibit B-1 attached hereto and made a part hereof.

3. Exhibit B of Supplemental Declaration #2 is hereby superseded and replaced with Exhibit B-2 attached hereto and made a part hereof.

2. To the extent not amended by this First Amendment, all other terms, provisions and conditions of the Declaration remain the same.

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

74765\_1.DOC

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
21 day of March, 2006  
*Robin Mills* Auditor of Hamilton County  
Parcel # \_\_\_\_\_

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation  
Its: Managing General Partner

By: *E. Hackett*  
Edward F. Hackett  
Indianapolis Division President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums " on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of March, 2006.

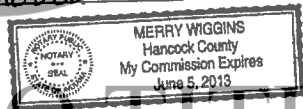
*Merry Wiggins*  
Notary Public  
Merry Wiggins  
(Printed Signature)

My Commission Expires:

June 5, 2013

My County of Residence:

Hancock ®



CHICAGO TITLE

This instrument prepared by Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
600 East 96th Street, Suite 500, Indianapolis, Indiana 46240.

**APPENDIX D-1**  
**PERCENTAGE INTEREST**

<b><u>Building</u></b>	<b><u>Unit Address</u></b>	<b><u>Percentage Interest</u></b>
1	13266-#100 Komatite Way	8.335
1	13266-#200 Komatite Way	8.335
1	13266-#300 Komatite Way	8.335
1	13266-#400 Komatite Way	8.335
1	13266-#500 Komatite Way	8.335
1	13266-#600 Komatite Way	8.335
1	13266-#700 Komatite Way	8.335
1	13266-#800 Komatite Way	8.335
1	13266-#900 Komatite Way	8.335
1	13266-#1000 Komatite Way	8.335
1	13266-#1100 Komatite Way	8.335
1	13266-#1200 Komatite Way	8.335



CHICAGO TITLE

**EXHIBIT B-1**

**LIMESTONE SPRINGS CONDOMINIUMS**

<b><u>Building</u></b>	<b><u>Unit Address</u></b>	<b><u>Percentage Interest</u></b>
1	13266-#100 Komatite Way	4.166
1	13266-#200 Komatite Way	4.166
1	13266-#300 Komatite Way	4.166
1	13266-#400 Komatite Way	4.166
1	13266-#500 Komatite Way	4.166
1	13266-#600 Komatite Way	4.166
1	13266-#700 Komatite Way	4.166
1	13266-#800 Komatite Way	4.166
1	13266-#900 Komatite Way	4.166
1	13266-#1000 Komatite Way	4.166
1	13266-#1100 Komatite Way	4.166
1	13266-#1200 Komatite Way	4.166
2	12155-#100 Pebble Street	4.166
2	12155-#200 Pebble Street	4.166
2	12155-#300 Pebble Street	4.166
2	12155-#400 Pebble Street	4.166
2	12155-#500 Pebble Street	4.166
2	12155-#600 Pebble Street	4.166
2	12155-#700 Pebble Street	4.166
2	12155-#800 Pebble Street	4.166
2	12155-#900 Pebble Street	4.166
2	12155-#1000 Pebble Street	4.166
2	12155-#1100 Pebble Street	4.166
2	12155-#1200 Pebble Street	4.166

CHICAGO TITLE

**EXHIBIT B-2**

**LIMESTONE SPRINGS CONDOMINIUMS**

<b><u>Building</u></b>	<b><u>Unit Address</u></b>	<b><u>Percentage Interest</u></b>
1	13266-#100 Komatite Way	2.77
1	13266-#200 Komatite Way	2.77
1	13266-#300 Komatite Way	2.77
1	13266-#400 Komatite Way	2.77
1	13266-#500 Komatite Way	2.77
1	13266-#600 Komatite Way	2.77
1	13266-#700 Komatite Way	2.77
1	13266-#800 Komatite Way	2.77
1	13266-#900 Komatite Way	2.77
1	13266-#1000 Komatite Way	2.77
1	13266-#1100 Komatite Way	2.77
1	13266-#1200 Komatite Way	2.77
2	12155-#100 Pebble Street	2.77
2	12155-#200 Pebble Street	2.77
2	12155-#300 Pebble Street	2.77
2	12155-#400 Pebble Street	2.77
2	12155-#500 Pebble Street	2.77
2	12155-#600 Pebble Street	2.77
2	12155-#700 Pebble Street	2.77
2	12155-#800 Pebble Street	2.77
2	12155-#900 Pebble Street	2.77
2	12155-#1000 Pebble Street	2.77
2	12155-#1100 Pebble Street	2.77
2	12155-#1200 Pebble Street	2.77
3	12185-#100 Pebble Street	2.77
3	12185-#200 Pebble Street	2.77
3	12185-#300 Pebble Street	2.77
3	12185-#400 Pebble Street	2.77
3	12185-#500 Pebble Street	2.77
3	12185-#600 Pebble Street	2.77
3	12185-#700 Pebble Street	2.77
3	12185-#800 Pebble Street	2.77

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#900 Pebble Street	2.77
3	12185-#1000 Pebble Street	2.77
3	12185-#1100 Pebble Street	2.77
3	12185-#1200 Pebble Street	2.77



CHICAGO TITLE



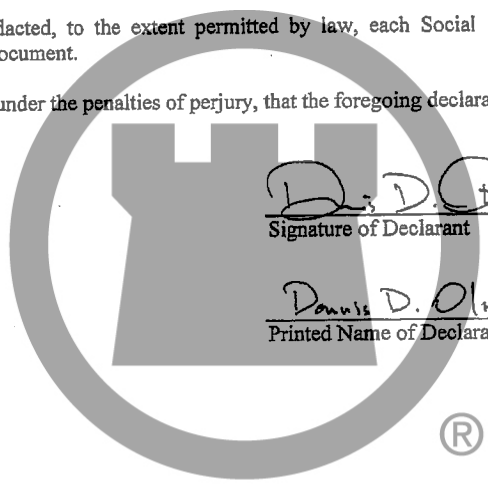
### Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with Ind. Code 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with Ind. Code 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers; and
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



D. D. Olstead  
Signature of Declarant

Dennis D. Olstead  
Printed Name of Declarant

# CHICAGO TITLE

DUTY ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
18<sup>th</sup> day of April, 2006

22.00  
⑤ 100 mins

200600020698  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
04-18-2006 At 02:04 PM.  
DEC COV RES 22.00

Robin Mills Auditor of Hamilton County  
Parcel # \_\_\_\_\_

SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

THIS SUPPLEMENTAL DECLARATION made this 10<sup>th</sup> day of April, 2006, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 4, Phase 4")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609 and First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079 (collectively, the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 4, Phase 4 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 4, Phase 4 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 4, Phase 4 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 4, Phase 4 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and

provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 4, Phase 4 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 4, Phase 4 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 4, Phase 4. Limestone Springs Condominiums or the Tract now has four (4) Buildings containing a total of forty-eight (48) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3 and Block 4, Phase 4.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 4, Phase 4 prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of April 12<sup>th</sup>, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of April 18, 2006, as Instrument No. 2006-00020697.

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation, a Nevada corporation  
Its: Managing General Partner

By:   
Edward F. Hackett,  
Indianapolis Division President

CHICAGO TITLE

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of April, 2006. *MW*

My Commission Expires:

*Merry Wiggins*  
Notary Public

My County of Residence:

*Merry Wiggins*  
(Printed Signature)



This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.

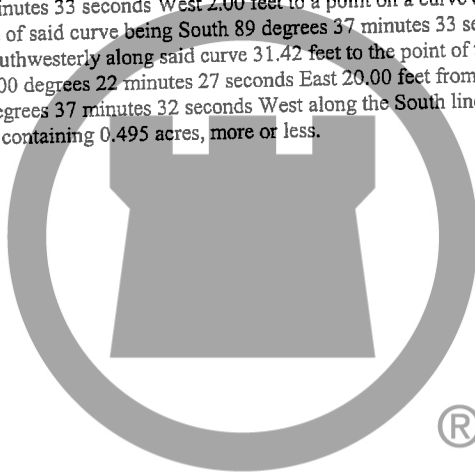
CHICAGO TITLE

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 4, PHASE 4  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of Block 4 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana; thence North 00 degrees 22 minutes 26 seconds West along the West line of Block 4 208.00 feet; thence North 89 degrees 37 minutes 34 seconds East along the North line of Block 4 82.83 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 22 minutes 26 seconds East 20.00 feet from said point; thence southeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 89 degrees 37 minutes 33 seconds East 20.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 2.00 feet; thence South 00 degrees 22 minutes 27 seconds East along the East line of Block 4 168.00 feet; thence South 89 degrees 37 minutes 33 seconds West 2.00 feet to a point on a curve concave northwesterly, the radius point of said curve being South 89 degrees 37 minutes 33 seconds West 20.00 feet from said point; thence southwesterly along said curve 31.42 feet to the point of tangency of said curve, said point being South 00 degrees 22 minutes 27 seconds East 20.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds West along the South line of Block 4 82.83 feet to the place of beginning, containing 0.495 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	2.083
1	13266-#200 Komatite Way	2.083
1	13266-#300 Komatite Way	2.083
1	13266-#400 Komatite Way	2.083
1	13266-#500 Komatite Way	2.083
1	13266-#600 Komatite Way	2.083
1	13266-#700 Komatite Way	2.083
1	13266-#800 Komatite Way	2.083
1	13266-#900 Komatite Way	2.083
1	13266-#1000 Komatite Way	2.083
1	13266-#1100 Komatite Way	2.083
1	13266-#1200 Komatite Way	2.083
2	12155-#100 Pebble Street	2.083
2	12155-#200 Pebble Street	2.083
2	12155-#300 Pebble Street	2.083
2	12155-#400 Pebble Street	2.083
2	12155-#500 Pebble Street	2.083
2	12155-#600 Pebble Street	2.083
2	12155-#700 Pebble Street	2.083
2	12155-#800 Pebble Street	2.083
2	12155-#900 Pebble Street	2.083
2	12155-#1000 Pebble Street	2.083
2	12155-#1100 Pebble Street	2.083
2	12155-#1200 Pebble Street	2.083
3	12185-#100 Pebble Street	2.083
3	12185-#200 Pebble Street	2.083
3	12185-#300 Pebble Street	2.083
3	12185-#400 Pebble Street	2.083
3	12185-#500 Pebble Street	2.083
3	12185-#600 Pebble Street	2.083
3	12185-#700 Pebble Street	2.083
3	12185-#800 Pebble Street	2.083
3	12185-#900 Pebble Street	2.083

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#1000 Pebble Street	2.083
3	12185-#1100 Pebble Street	2.083
3	12185-#1200 Pebble Street	2.083
4	12215-#100 Pebble Street	2.083
4	12215-#200 Pebble Street	2.083
4	12215-#300 Pebble Street	2.083
4	12215-#400 Pebble Street	2.083
4	12215-#500 Pebble Street	2.083
4	12215-#600 Pebble Street	2.083
4	12215-#700 Pebble Street	2.083
4	12215-#800 Pebble Street	2.083
4	12215-#900 Pebble Street	2.083
4	12215-#1000 Pebble Street	2.083
4	12215-#1100 Pebble Street	2.083
4	12215-#1200 Pebble Street	2.083



# CHICAGO TITLE

Supplemental Declaration - Phase 4, Block 4

Subject to final acceptance for transfer

23 day of Aug, 2006

BEST POSSIBLE IMAGE  
ALL PAGES

24.00  
7/100  
NONK

Supplemental Declaration of  
Limestone Springs Condominiums

THIS SUPPLEMENTAL DECLARATION made this 14<sup>th</sup> day of August, 2006, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 5, Phase 5")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079 and Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698 (collectively, the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 5, Phase 5 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 5, Phase 5 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 5, Phase 5 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 5, Phase 5 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall

Supplemental Declaration - Block 5 Phase 5.DOC

200600049684  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
08-23-2006 At 02:24 pm.  
AMEND DECL 24.00



hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 5, Phase 5 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 5, Phase 5 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 5, Phase 5. Limestone Springs Condominiums or the Tract now has four (5) Buildings containing a total of sixty (60) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; and Block 5, Phase 5.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 5, Phase 5 prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of Aug. 10th, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of Aug. 23rd, 2006, as Instrument No. 2006-00049683. PC.4, Slide 133

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,  
a Nevada corporation  
Its: Managing General Partner

CHICAGO TITLE

By: [Signature]  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 16<sup>th</sup> day of August, 2006.

My Commission Expires:

Merry Wiggins  
Notary Public

My County of Residence:

Merry Wiggins  
(Printed Signature)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 5, PHASE 5  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Block 5 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence North 89 degrees 37 minutes 33 seconds East along the North line of said Block 5 81.83 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 22 minutes 27 seconds East 5.00 feet from said point; thence easterly along said curve 1.00 feet to the point of tangency of said curve, said point being North 11 degrees 07 minutes 11 seconds East 5.00 feet from the radius point of said curve; thence South 00 degrees 22 minutes 26 seconds East along the East line of said Block 5 211.80 feet to a point on a curve concave northerly, the radius point of said curve being North 11 degrees 51 minutes 10 seconds West 5.00 feet from said point; thence westerly along said curve 1.00 feet to the point of tangency of said curve, said point being South 00 degrees 22 minutes 28 seconds East 5.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 32 seconds West along the South line of said Block 5 81.83 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 00 degrees 22 minutes 28 seconds West 22.00 feet from said point; thence northwesterly along said curve 34.56 feet to the point of tangency of said curve, said point being South 89 degrees 37 minutes 32 seconds West 22.00 feet from the radius point of said curve; thence North 00 degrees 22 minutes 27 seconds West along the West line of said Block 5 168.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 89 degrees 37 minutes 33 seconds East 22.00 feet from said point; thence northeasterly along said curve 34.56 feet to the point of tangency of said curve, said point being North 00 degrees 22 minutes 27 seconds West 22.00 feet from the radius point of said curve to the place of beginning, containing 0.505 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	1.666
1	13266-#200 Komatite Way	1.666
1	13266-#300 Komatite Way	1.666
1	13266-#400 Komatite Way	1.666
1	13266-#500 Komatite Way	1.666
1	13266-#600 Komatite Way	1.666
1	13266-#700 Komatite Way	1.666
1	13266-#800 Komatite Way	1.666
1	13266-#900 Komatite Way	1.666
1	13266-#1000 Komatite Way	1.666
1	13266-#1100 Komatite Way	1.666
1	13266-#1200 Komatite Way	1.666
2	12155-#100 Pebble Street	1.666
2	12155-#200 Pebble Street	1.666
2	12155-#300 Pebble Street	1.666
2	12155-#400 Pebble Street	1.666
2	12155-#500 Pebble Street	1.666
2	12155-#600 Pebble Street	1.666
2	12155-#700 Pebble Street	1.666
2	12155-#800 Pebble Street	1.666
2	12155-#900 Pebble Street	1.666
2	12155-#1000 Pebble Street	1.666
2	12155-#1100 Pebble Street	1.666
2	12155-#1200 Pebble Street	1.666

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	1.666
3	12185-#200 Pebble Street	1.666
3	12185-#300 Pebble Street	1.666
3	12185-#400 Pebble Street	1.666
3	12185-#500 Pebble Street	1.666
3	12185-#600 Pebble Street	1.666
3	12185-#700 Pebble Street	1.666
3	12185-#800 Pebble Street	1.666
3	12185-#900 Pebble Street	1.666
3	12185-#1000 Pebble Street	1.666
3	12185-#1100 Pebble Street	1.666
3	12185-#1200 Pebble Street	1.666
4	12215-#100 Pebble Street	1.666
4	12215-#200 Pebble Street	1.666
4	12215-#300 Pebble Street	1.666
4	12215-#400 Pebble Street	1.666
4	12215-#500 Pebble Street	1.666
4	12215-#600 Pebble Street	1.666
4	12215-#700 Pebble Street	1.666
4	12215-#800 Pebble Street	1.666
4	12215-#900 Pebble Street	1.666
4	12215-#1000 Pebble Street	1.666
4	12215-#1100 Pebble Street	1.666
4	12215-#1200 Pebble Street	1.666
5	12245 -#100 Pebble Street	1.666
5	12245 -#200 Pebble Street	1.666
5	12245 -#300 Pebble Street	1.666
5	12245 -#400 Pebble Street	1.666
5	12245 -#500 Pebble Street	1.666
5	12245 -#600 Pebble Street	1.666

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	1.666
5	12245 -#800 Pebble Street	1.666
5	12245 -#900 Pebble Street	1.666
5	12245 -#1000 Pebble Street	1.666
5	12245 -#1100 Pebble Street	1.666
5	12245 -#1200 Pebble Street	1.666



CHICAGO TITLE

ENTERED FOR TAXATION  
Subject to final acceptance for transfer

23 day of Aug, 2006

Robin Mills Auditor of Hamilton County

Parcel #

**SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS**

200600049686  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
08-23-2006 At 02:24 pm.  
AMEND DECL 24.00

24.00  
1.00  
NOW  
7

THIS SUPPLEMENTAL DECLARATION made this 14<sup>th</sup> day of August, 2006, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

**WITNESSETH:**

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 6, Phase 6")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698 and Supplemental Declaration of Limestone Springs Condominiums recorded August 23<sup>rd</sup>, 2006 as Instrument No. 2006-00049686 (collectively, the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 6, Phase 6 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 6, Phase 6 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 6, Phase 6 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 6, Phase 6 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of

Supplemental Declaration - Block 6 Phase 6.DOC

**BEST POSSIBLE IMAGE  
ALL PAGES**

Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 6, Phase 6 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 6, Phase 6 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 6, Phase 6. Limestone Springs Condominiums or the Tract now has four (6) Buildings containing a total of seventy-two (72) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5 and Block 6, Phase 6.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 6, Phase 6 prepared by Stoepfelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of Aug. 18th, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of Aug. 23rd, 2006, as Instrument No. 2006-00049685.

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

EXECUTED the day and year first above written.



CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,  
a Nevada corporation  
Its: Managing General Partner

CHICAGO TITLE

By: [Signature]  
Edward F. Hackett,  
Indianapolis Division President



STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

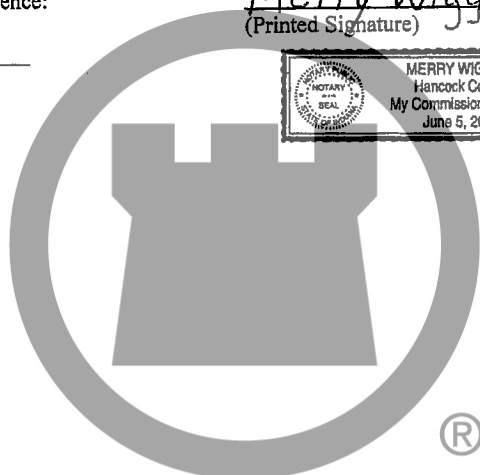
WITNESS my hand and Notarial Seal this 16<sup>th</sup> day of August, 2006.

My Commission Expires:

Merry Wiggins  
Notary Public

My County of Residence:

Merry Wiggins  
(Printed Signature)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 6, PHASE 6  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Block 6 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence South 00 degrees 22 minutes 27 seconds East 211.80 feet to a point on a curve concave northerly, the radius point of said curve being North 11 degrees 54 minutes 40 seconds West 5.00 feet from said point; thence westerly along said curve 1.01 feet to the point of tangency of said curve, said point being South 00 degrees 22 minutes 27 seconds East 5.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 33 seconds West 81.83 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 00 degrees 22 minutes 27 seconds West 22.00 feet from said point; thence northwesterly along said curve 34.56 feet to the point of tangency of said curve, said point being South 89 degrees 37 minutes 33 seconds West 22.00 feet from the radius point of said curve; thence North 00 degrees 22 minutes 27 seconds West 168.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 89 degrees 37 minutes 33 seconds East 22.00 feet from said point; thence northeasterly along said curve 34.56 feet to the point of tangency of said curve, said point being North 00 degrees 22 minutes 27 seconds West 22.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 81.83 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 22 minutes 27 seconds East 5.00 feet from said point; thence easterly along said curve 1.01 feet to the point of tangency of said curve, said point being North 11 degrees 09 minutes 46 seconds East 5.00 feet from the radius point of said curve to the place of beginning, containing 0.505 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	1.388
1	13266-#200 Komatite Way	1.388
1	13266-#300 Komatite Way	1.388
1	13266-#400 Komatite Way	1.388
1	13266-#500 Komatite Way	1.388
1	13266-#600 Komatite Way	1.388
1	13266-#700 Komatite Way	1.388
1	13266-#800 Komatite Way	1.388
1	13266-#900 Komatite Way	1.388
1	13266-#1000 Komatite Way	1.388
1	13266-#1100 Komatite Way	1.388
1	13266-#1200 Komatite Way	1.388
2	12155-#100 Pebble Street	1.388
2	12155-#200 Pebble Street	1.388
2	12155-#300 Pebble Street	1.388
2	12155-#400 Pebble Street	1.388
2	12155-#500 Pebble Street	1.388
2	12155-#600 Pebble Street	1.388
2	12155-#700 Pebble Street	1.388
2	12155-#800 Pebble Street	1.388
2	12155-#900 Pebble Street	1.388
2	12155-#1000 Pebble Street	1.388
2	12155-#1100 Pebble Street	1.388
2	12155-#1200 Pebble Street	1.388

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	1.388
3	12185-#200 Pebble Street	1.388
3	12185-#300 Pebble Street	1.388
3	12185-#400 Pebble Street	1.388
3	12185-#500 Pebble Street	1.388
3	12185-#600 Pebble Street	1.388
3	12185-#700 Pebble Street	1.388
3	12185-#800 Pebble Street	1.388
3	12185-#900 Pebble Street	1.388
3	12185-#1000 Pebble Street	1.388
3	12185-#1100 Pebble Street	1.388
3	12185-#1200 Pebble Street	1.388
4	12215-#100 Pebble Street	1.388
4	12215-#200 Pebble Street	1.388
4	12215-#300 Pebble Street	1.388
4	12215-#400 Pebble Street	1.388
4	12215-#500 Pebble Street	1.388
4	12215-#600 Pebble Street	1.388
4	12215-#700 Pebble Street	1.388
4	12215-#800 Pebble Street	1.388
4	12215-#900 Pebble Street	1.388
4	12215-#1000 Pebble Street	1.388
4	12215-#1100 Pebble Street	1.388
4	12215-#1200 Pebble Street	1.388
5	12245 -#100 Pebble Street	1.388
5	12245 -#200 Pebble Street	1.388
5	12245 -#300 Pebble Street	1.388
5	12245 -#400 Pebble Street	1.388
5	12245 -#500 Pebble Street	1.388
5	12245 -#600 Pebble Street	1.388

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	1.388
5	12245 -#800 Pebble Street	1.388
5	12245 -#900 Pebble Street	1.388
5	12245 -#1000 Pebble Street	1.388
5	12245 -#1100 Pebble Street	1.388
5	12245 -#1200 Pebble Street	1.388
6	12235 -#100 Bubbling Brook Drive	1.388
6	12235 -#200 Bubbling Brook Drive	1.388
6	12235 -#300 Bubbling Brook Drive	1.388
6	12235 -#400 Bubbling Brook Drive	1.388
6	12235 -#500 Bubbling Brook Drive	1.388
6	12235 -#600 Bubbling Brook Drive	1.388
6	12235 -#700 Bubbling Brook Drive	1.388
6	12235 -#800 Bubbling Brook Drive	1.388
6	12235 -#900 Bubbling Brook Drive	1.388
6	12235 -#1000 Bubbling Brook Drive	1.388
6	12235 -#1100 Bubbling Brook Drive	1.388
6	12235 -#1200 Bubbling Brook Drive	1.388

CHICAGO TITLE

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer

1<sup>st</sup> day of December, 2006

26.02  
⑧  
1.03  
1.03  
1.03

SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

200600071481  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
12-01-2006 At 02:02 PM.  
AMEND DECL 27.00

Robin M. Miller Auditor of Hamilton County

Parcel # \_\_\_\_\_ THIS SUPPLEMENTAL DECLARATION made this 15<sup>th</sup> day of November, 2006, by  
CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 7, Phase 7")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49684 and Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49686 (collectively, the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 7, Phase 7 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 7, Phase 7 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 7, Phase 7 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 7, Phase 7 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 7, Phase 7 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 7, Phase 7 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 7, Phase 7. Limestone Springs Condominiums or the Tract now has four (7) Buildings containing a total of eighty-four (84) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5; Block 6, Phase 6 and Block 7, Phase 7.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 7, Phase 7 prepared by Stoeppelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of November 6, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of December 1, 2006, as Instrument No. 2006-00071480.

6. Except to the extent modified or amended herein, all <sup>®</sup> terms and conditions of the Declaration remain in full force and effect.

# CHICAGO TITLE

[Signature page follows]

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

Its: Managing General Partner

By: *Edward F. Hackett* 11-17-06  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of November, 2006.

My Commission Expires:

*Merry Wiggins*  
Notary Public

My County of Residence:

Merry Wiggins  
(Printed Signature)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.



EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 7, PHASE 7  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of Block 7 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence North 89 degrees 37 minutes 33 seconds East 82.83 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 22 minutes 27 seconds East 20.00 feet from said point; thence southeasterly along said curve 31.42 feet to the point of tangency of said curve, said point being North 89 degrees 37 minutes 33 seconds East 20.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 2.00 feet; thence South 00 degrees 22 minutes 27 seconds East 168.00 feet; thence South 89 degrees 37 minutes 33 seconds West 2.00 feet to a point on a curve concave northwesterly, the radius point of said curve being South 89 degrees 37 minutes 33 seconds West 20.00 feet from said point; thence southwesterly along said curve 31.42 feet to the point of tangency of said curve, said point being South 00 degrees 22 minutes 27 seconds East 20.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 33 seconds West 82.83 feet; thence North 00 degrees 22 minutes 27 seconds West 208.00 feet to the place of beginning, containing 0.495 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	1.190
1	13266-#200 Komatite Way	1.190
1	13266-#300 Komatite Way	1.190
1	13266-#400 Komatite Way	1.190
1	13266-#500 Komatite Way	1.190
1	13266-#600 Komatite Way	1.190
1	13266-#700 Komatite Way	1.190
1	13266-#800 Komatite Way	1.190
1	13266-#900 Komatite Way	1.190
1	13266-#1000 Komatite Way	1.190
1	13266-#1100 Komatite Way	1.190
1	13266-#1200 Komatite Way	1.190
2	12155-#100 Pebble Street	1.190
2	12155-#200 Pebble Street	1.190
2	12155-#300 Pebble Street	1.190
2	12155-#400 Pebble Street	1.190
2	12155-#500 Pebble Street	1.190
2	12155-#600 Pebble Street	1.190
2	12155-#700 Pebble Street	1.190
2	12155-#800 Pebble Street	1.190
2	12155-#900 Pebble Street	1.190
2	12155-#1000 Pebble Street	1.190
2	12155-#1100 Pebble Street	1.190
2	12155-#1200 Pebble Street	1.190

CHICAGO TITLE

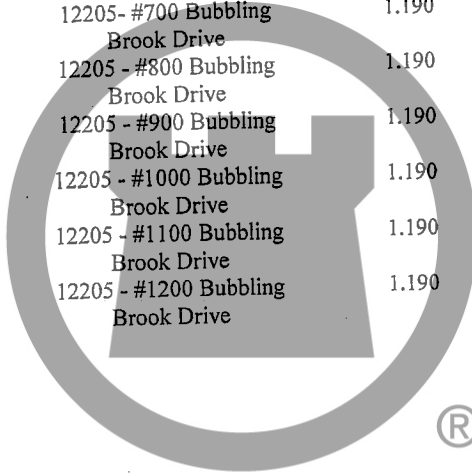
<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	1.190
3	12185-#200 Pebble Street	1.190
3	12185-#300 Pebble Street	1.190
3	12185-#400 Pebble Street	1.190
3	12185-#500 Pebble Street	1.190
3	12185-#600 Pebble Street	1.190
3	12185-#700 Pebble Street	1.190
3	12185-#800 Pebble Street	1.190
3	12185-#900 Pebble Street	1.190
3	12185-#1000 Pebble Street	1.190
3	12185-#1100 Pebble Street	1.190
3	12185-#1200 Pebble Street	1.190
4	12215-#100 Pebble Street	1.190
4	12215-#200 Pebble Street	1.190
4	12215-#300 Pebble Street	1.190
4	12215-#400 Pebble Street	1.190
4	12215-#500 Pebble Street	1.190
4	12215-#600 Pebble Street	1.190
4	12215-#700 Pebble Street	1.190
4	12215-#800 Pebble Street	1.190
4	12215-#900 Pebble Street	1.190
4	12215-#1000 Pebble Street	1.190
4	12215-#1100 Pebble Street	1.190
4	12215-#1200 Pebble Street	1.190
5	12245 -#100 Pebble Street	1.190
5	12245 -#200 Pebble Street	1.190
5	12245 -#300 Pebble Street	1.190
5	12245 -#400 Pebble Street	1.190
5	12245 -#500 Pebble Street	1.190
5	12245 -#600 Pebble Street	1.190

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	1.190
5	12245 -#800 Pebble Street	1.190
5	12245 -#900 Pebble Street	1.190
5	12245 -#1000 Pebble Street	1.190
5	12245 -#1100 Pebble Street	1.190
5	12245 -#1200 Pebble Street	1.190
6	12235 -#100 Bubbling Brook Drive	1.190
6	12235 -#200 Bubbling Brook Drive	1.190
6	12235 -#300 Bubbling Brook Drive	1.190
6	12235 -#400 Bubbling Brook Drive	1.190
6	12235 -#500 Bubbling Brook Drive	1.190
6	12235 -#600 Bubbling Brook Drive	1.190
6	12235 -#700 Bubbling Brook Drive	1.190
6	12235 -#800 Bubbling Brook Drive	1.190
6	12235 -#900 Bubbling Brook Drive	1.190
6	12235 -#1000 Bubbling Brook Drive	1.190
6	12235 -#1100 Bubbling Brook Drive	1.190
6	12235 -#1200 Bubbling Brook Drive	1.190

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
7	12205 - #100 Bubbling Brook Drive	1.190
7	12205 - #200 Bubbling Brook Drive	1.190
7	12205 - #300 Bubbling Brook Drive	1.190
7	12205 - #400 Bubbling Brook Drive	1.190
7	12205 - #500 Bubbling Brook Drive	1.190
7	12205- #600 Bubbling Brook Drive	1.190
7	12205- #700 Bubbling Brook Drive	1.190
7	12205 - #800 Bubbling Brook Drive	1.190
7	12205 - #900 Bubbling Brook Drive	1.190
7	12205 - #1000 Bubbling Brook Drive	1.190
7	12205 - #1100 Bubbling Brook Drive	1.190
7	12205 - #1200 Bubbling Brook Drive	1.190



CHICAGO TITLE

0900  
(9) 1.00  
new

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
1<sup>st</sup> day of December, 2006

SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

Robin Mills Auditor of Hamilton County

THIS SUPPLEMENTAL DECLARATION made this 15 <sup>th</sup> day of November, 2006, by  
CENTEX HOMES, a Nevada general partnership ("Declarant"),

200600071483  
Filed for Record in  
HAMILTON COUNTY, INDIANA  
JENNIFER J HAYDEN  
12-01-2006 At 02:02 pm.  
AMEND DECL 29.00

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 8, Phase 8")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49686 and Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-00071481 (collectively, the "Declaration"). Attached to the Declaration is the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 8, Phase 8 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 8, Phase 8 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 8, Phase 8 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 8, Phase 8 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 8, Phase 8 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 8, Phase 8 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 8, Phase 8. Limestone Springs Condominiums or the Tract now has eight (8) Buildings containing a total of ninety-six (96) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5; Block 6, Phase 6; Block 7, Phase 7 and Block 8, Phase 8.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 8, Phase 8 prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of December 1st, 2006, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of December, 2006, as Instrument No. 2006-00071482.

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

CHICAGO TITLE  
[Signature page follows]

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

Its: Managing General Partner

By: *[Signature]*  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 15<sup>th</sup> day of November, 2006.

My Commission Expires:

*Merry Wiggins*  
Notary Public

\_\_\_\_\_

My County of Residence:

Merry Wiggins  
(Printed Signature)

\_\_\_\_\_



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP, 600 East 96<sup>th</sup> Street, Suite 500, Indianapolis, IN 46240.



EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 8, PHASE 8  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Block 8 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence North 89 degrees 37 minutes 33 seconds East 90.83 feet; thence South 00 degrees 22 minutes 27 seconds East 208.00 feet; thence South 89 degrees 37 minutes 33 seconds West 90.83 feet; thence North 00 degrees 22 minutes 27 seconds West 208.00 feet to the place of beginning, containing 0.434 acres, more or less.



CHICAGO TITLE

Supplemental Declaration - Block 8 Phase 8.DOC

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	1.041
1	13266-#200 Komatite Way	1.041
1	13266-#300 Komatite Way	1.041
1	13266-#400 Komatite Way	1.041
1	13266-#500 Komatite Way	1.041
1	13266-#600 Komatite Way	1.041
1	13266-#700 Komatite Way	1.041
1	13266-#800 Komatite Way	1.041
1	13266-#900 Komatite Way	1.041
1	13266-#1000 Komatite Way	1.041
1	13266-#1100 Komatite Way	1.041
1	13266-#1200 Komatite Way	1.041
2	12155-#100 Pebble Street	1.041
2	12155-#200 Pebble Street	1.041
2	12155-#300 Pebble Street	1.041
2	12155-#400 Pebble Street	1.041
2	12155-#500 Pebble Street	1.041
2	12155-#600 Pebble Street	1.041
2	12155-#700 Pebble Street	1.041
2	12155-#800 Pebble Street	1.041
2	12155-#900 Pebble Street	1.041
2	12155-#1000 Pebble Street	1.041
2	12155-#1100 Pebble Street	1.041
2	12155-#1200 Pebble Street	1.041

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	1.041
3	12185-#200 Pebble Street	1.041
3	12185-#300 Pebble Street	1.041
3	12185-#400 Pebble Street	1.041
3	12185-#500 Pebble Street	1.041
3	12185-#600 Pebble Street	1.041
3	12185-#700 Pebble Street	1.041
3	12185-#800 Pebble Street	1.041
3	12185-#900 Pebble Street	1.041
3	12185-#1000 Pebble Street	1.041
3	12185-#1100 Pebble Street	1.041
3	12185-#1200 Pebble Street	1.041
4	12215-#100 Pebble Street	1.041
4	12215-#200 Pebble Street	1.041
4	12215-#300 Pebble Street	1.041
4	12215-#400 Pebble Street	1.041
4	12215-#500 Pebble Street	1.041
4	12215-#600 Pebble Street	1.041
4	12215-#700 Pebble Street	1.041
4	12215-#800 Pebble Street	1.041
4	12215-#900 Pebble Street	1.041
4	12215-#1000 Pebble Street	1.041
4	12215-#1100 Pebble Street	1.041
4	12215-#1200 Pebble Street	1.041
5	12245 -#100 Pebble Street	1.041
5	12245 -#200 Pebble Street	1.041
5	12245 -#300 Pebble Street	1.041
5	12245 -#400 Pebble Street	1.041
5	12245 -#500 Pebble Street	1.041
5	12245 -#600 Pebble Street	1.041

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	1.041
5	12245 -#800 Pebble Street	1.041
5	12245 -#900 Pebble Street	1.041
5	12245 -#1000 Pebble Street	1.041
5	12245 -#1100 Pebble Street	1.041
5	12245 -#1200 Pebble Street	1.041
6	12235 -#100 Bubbling Brook Drive	1.041
6	12235 -#200 Bubbling Brook Drive	1.041
6	12235 -#300 Bubbling Brook Drive	1.041
6	12235 -#400 Bubbling Brook Drive	1.041
6	12235 -#500 Bubbling Brook Drive	1.041
6	12235 -#600 Bubbling Brook Drive	1.041
6	12235 -#700 Bubbling Brook Drive	1.041
6	12235 -#800 Bubbling Brook Drive	1.041
6	12235 -#900 Bubbling Brook Drive	1.041
6	12235 -#1000 Bubbling Brook Drive	1.041
6	12235 -#1100 Bubbling Brook Drive	1.041
6	12235 -#1200 Bubbling Brook Drive	1.041

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
7	12205 - #100 Bubbling Brook Drive	1.041
7	12205 - #200 Bubbling Brook Drive	1.041
7	12205 - #300 Bubbling Brook Drive	1.041
7	12205 - #400 Bubbling Brook Drive	1.041
7	12205 - #500 Bubbling Brook Drive	1.041
7	12205 - #600 Bubbling Brook Drive	1.041
7	12205 - #700 Bubbling Brook Drive	1.041
7	12205 - #800 Bubbling Brook Drive	1.041
7	12205 - #900 Bubbling Brook Drive	1.041
7	12205 - #1000 Bubbling Brook Drive	1.041
7	12205 - #1100 Bubbling Brook Drive	1.041
7	12205 - #1200 Bubbling Brook Drive	1.041
8	12175 - #100 Bubbling Brook Drive	1.041
8	12175 - #200 Bubbling Brook Drive	1.041
8	12175 - #300 Bubbling Brook Drive	1.041
8	12175 - #400 Bubbling Brook Drive	1.041
8	12175 - #500 Bubbling Brook Drive	1.041

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
8	12175 - #600 Bubbling Brook Drive	1.041
8	12175 - #700 Bubbling Brook Drive	1.041
8	12175 - #800 Bubbling Brook Drive	1.041
8	12175 - #900 Bubbling Brook Drive	1.041
8	12175 - #1000 Bubbling Brook Drive	1.041
8	12175 - #1100 Bubbling Brook Drive	1.041
8	12175 - #1200 Bubbling Brook Drive	1.041



# CHICAGO TITLE

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer

2007005550 DECL \$30.00  
01/29/2007 12:54:28P 10 PGS  
Jennifer J Hayden  
HAMILTON County Recorder-IN  
Recorded as Presented

29 day of Jan, 2007

Robin McMillan Auditor of Hamilton County  
SUPPLEMENTAL DECLARATION OF  
Parcel # LIMESTONE SPRINGS CONDOMINIUMS

30,000  
10

THIS SUPPLEMENTAL DECLARATION made this 11<sup>th</sup> day of January, 2007, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 9, Phase 9")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49686, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71481 and Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71483 (collectively, the "Declaration"). Attached to the Declaration are the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration. ®

C. Block 9, Phase 9 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 9, Phase 9 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 9, Phase 9 into Limestone Springs Condominiums.

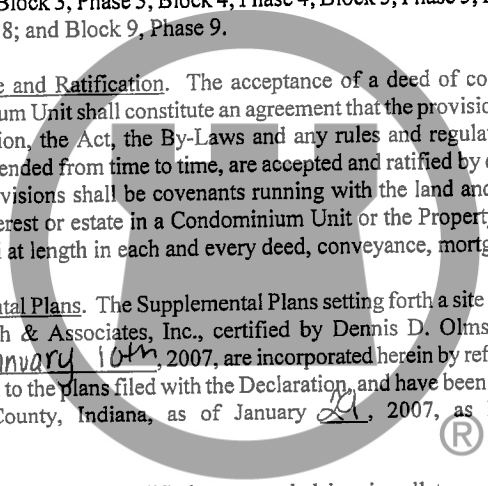
NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Block 9, Phase 9 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 9, Phase 9 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 9, Phase 9 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 9, Phase 9. Limestone Springs Condominiums or the Tract now has nine (9) Buildings containing a total of one hundred eight (108) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5; Block 6, Phase 6; Block 7, Phase 7; Block 8, Phase 8; and Block 9, Phase 9.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 9, Phase 9 prepared by Stoeppelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of January 10<sup>th</sup>, 2007, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of January 21, 2007, as Instrument No. 2007-00554. 

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

# CHICAGO TITLE

[Signature page follows]



EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

Its: Managing General Partner

By: Edward F. Hackett 1-24-07  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

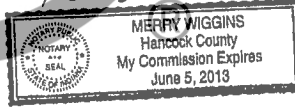
WITNESS my hand and Notarial Seal this 24<sup>th</sup> day of January, 2007.

My Commission Expires:

Merry Wiggins  
Notary Public

My County of Residence:

Merry Wiggins  
(Printed Signature)



CHICAGO TITLE

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
301 Pennsylvania Parkway, Suite 300 Indianapolis, IN 46280.

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 9, PHASE 9  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of Block 9 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence South 89 degrees 37 minutes 33 seconds West 95.18 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 00 degrees 22 minutes 27 seconds West 20.00 feet from said point; thence northwesterly along said curve 37.63 feet to the point of tangency of said curve, said point being North 72 degrees 33 minutes 51 seconds West 20.00 feet from the radius point of said curve; thence North 72 degrees 33 minutes 51 seconds West 2.00 feet to a point on a curve concave westerly, the radius point of said curve being North 72 degrees 33 minutes 51 seconds West 102.00 feet from said point; thence northerly along said curve 27.61 feet to the point of tangency of said curve, said point being South 88 degrees 04 minutes 33 seconds East 102.00 feet from the radius point of said curve; thence North 00 degrees 19 minutes 51 seconds West 108.17 feet to the point of curvature of a curve concave easterly, the radius point of said curve being North 89 degrees 40 minutes 09 seconds East 78.42 feet from said point; thence northerly along said curve 22.16 feet to the point of tangency of said curve, said point being North 74 degrees 08 minutes 21 seconds West 78.42 feet from the radius point of said curve; thence North 15 degrees 54 minutes 15 seconds East 10.73 feet; thence South 74 degrees 05 minutes 45 seconds East 2.00 feet to a point on a curve concave southeasterly, the radius point of said curve being South 74 degrees 05 minutes 45 seconds East 20.00 feet from said point; thence northeasterly along said curve 25.73 feet to the point of tangency of said curve, said point being North 00 degrees 22 minutes 28 seconds West 20.00 feet from the radius point of said curve; thence North 89 degrees 37 minutes 33 seconds East 83.99 feet; thence South 00 degrees 22 minutes 27 seconds East 208.00 feet to the place of beginning, containing 0.527 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	0.925
1	13266-#200 Komatite Way	0.925
1	13266-#300 Komatite Way	0.925
1	13266-#400 Komatite Way	0.925
1	13266-#500 Komatite Way	0.925
1	13266-#600 Komatite Way	0.925
1	13266-#700 Komatite Way	0.925
1	13266-#800 Komatite Way	0.925
1	13266-#900 Komatite Way	0.925
1	13266-#1000 Komatite Way	0.925
1	13266-#1100 Komatite Way	0.925
1	13266-#1200 Komatite Way	0.925
2	12155-#100 Pebble Street	0.925
2	12155-#200 Pebble Street	0.925
2	12155-#300 Pebble Street	0.925
2	12155-#400 Pebble Street	0.925
2	12155-#500 Pebble Street	0.925
2	12155-#600 Pebble Street	0.925
2	12155-#700 Pebble Street	0.925
2	12155-#800 Pebble Street	0.925
2	12155-#900 Pebble Street	0.925
2	12155-#1000 Pebble Street	0.925
2	12155-#1100 Pebble Street	0.925
2	12155-#1200 Pebble Street	0.925

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	0.925
3	12185-#200 Pebble Street	0.925
3	12185-#300 Pebble Street	0.925
3	12185-#400 Pebble Street	0.925
3	12185-#500 Pebble Street	0.925
3	12185-#600 Pebble Street	0.925
3	12185-#700 Pebble Street	0.925
3	12185-#800 Pebble Street	0.925
3	12185-#900 Pebble Street	0.925
3	12185-#1000 Pebble Street	0.925
3	12185-#1100 Pebble Street	0.925
3	12185-#1200 Pebble Street	0.925
4	12215-#100 Pebble Street	0.925
4	12215-#200 Pebble Street	0.925
4	12215-#300 Pebble Street	0.925
4	12215-#400 Pebble Street	0.925
4	12215-#500 Pebble Street	0.925
4	12215-#600 Pebble Street	0.925
4	12215-#700 Pebble Street	0.925
4	12215-#800 Pebble Street	0.925
4	12215-#900 Pebble Street	0.925
4	12215-#1000 Pebble Street	0.925
4	12215-#1100 Pebble Street	0.925
4	12215-#1200 Pebble Street	0.925
5	12245 -#100 Pebble Street	0.925
5	12245 -#200 Pebble Street	0.925
5	12245 -#300 Pebble Street	0.925
5	12245 -#400 Pebble Street	0.925
5	12245 -#500 Pebble Street	0.925
5	12245 -#600 Pebble Street	0.925

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	0.925
5	12245 -#800 Pebble Street	0.925
5	12245 -#900 Pebble Street	0.925
5	12245 -#1000 Pebble Street	0.925
5	12245 -#1100 Pebble Street	0.925
5	12245 -#1200 Pebble Street	0.925
6	12235 -#100 Bubbling Brook Drive	0.925
6	12235 -#200 Bubbling Brook Drive	0.925
6	12235 -#300 Bubbling Brook Drive	0.925
6	12235 -#400 Bubbling Brook Drive	0.925
6	12235 -#500 Bubbling Brook Drive	0.925
6	12235 -#600 Bubbling Brook Drive	0.925
6	12235 -#700 Bubbling Brook Drive	0.925
6	12235 -#800 Bubbling Brook Drive	0.925
6	12235 -#900 Bubbling Brook Drive	0.925
6	12235 -#1000 Bubbling Brook Drive	0.925
6	12235 -#1100 Bubbling Brook Drive	0.925
6	12235 -#1200 Bubbling Brook Drive	0.925

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
7	12205 - #100 Bubbling Brook Drive	0.925
7	12205 - #200 Bubbling Brook Drive	0.925
7	12205 - #300 Bubbling Brook Drive	0.925
7	12205 - #400 Bubbling Brook Drive	0.925
7	12205 - #500 Bubbling Brook Drive	0.925
7	12205 - #600 Bubbling Brook Drive	0.925
7	12205 - #700 Bubbling Brook Drive	0.925
7	12205 - #800 Bubbling Brook Drive	0.925
7	12205 - #900 Bubbling Brook Drive	0.925
7	12205 - #1000 Bubbling Brook Drive	0.925
7	12205 - #1100 Bubbling Brook Drive	0.925
7	12205 - #1200 Bubbling Brook Drive	0.925
8	12175 - #100 Bubbling Brook Drive	0.925
8	12175 - #200 Bubbling Brook Drive	0.925 <sup>®</sup>
8	12175 - #300 Bubbling Brook Drive	0.925
8	12175 - #400 Bubbling Brook Drive	0.925
8	12175 - #500 Bubbling Brook Drive	0.925

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
8	12175 - #600 Bubbling Brook Drive	0.925
8	12175 - #700 Bubbling Brook Drive	0.925
8	12175 - #800 Bubbling Brook Drive	0.925
8	12175 - #900 Bubbling Brook Drive	0.925
8	12175 - #1000 Bubbling Brook Drive	0.925
8	12175 - #1100 Bubbling Brook Drive	0.925
8	12175 - #1200 Bubbling Brook Drive	0.925
9	12145 - #100 Bubbling Brook Drive	0.925
9	12145 - #200 Bubbling Brook Drive	0.925
9	12145 - #300 Bubbling Brook Drive	0.925
9	12145 - #400 Bubbling Brook Drive	0.925
9	12145 - #500 Bubbling Brook Drive	0.925
9	12145 - #600 Bubbling Brook Drive	0.925
9	12145 - #700 Bubbling Brook Drive	0.925 <sup>®</sup>
9	12145 - #800 Bubbling Brook Drive	0.925
9	12145 - #900 Bubbling Brook Drive	0.925
9	12145 - #1000 Bubbling Brook Drive	0.925

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
9	12145 - #1100 Bubbling Brook Drive	0.925
9	12145 - #1200 Bubbling Brook Drive	0.925



CHICAGO TITLE



DULY ENTERED FOR TAXATION

Subject to final acceptance for transfer

16<sup>th</sup> day of May, 2007

Robin Mills Auditor of Hamilton County

Parcel # \_\_\_\_\_

SUPPLEMENTAL DECLARATION OF LIMESTONE SPRINGS CONDOMINIUMS

THIS SUPPLEMENTAL DECLARATION made this 3<sup>rd</sup> day of May, 2007, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

3000  
10  
100  
more

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 25, Phase 10")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49686, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71481, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71483 and Supplemental Declaration of Limestone Springs Condominiums recorded January 29, 2007 as Instrument No. 2007-005550 (collectively, the "Declaration"). Attached to the Declaration are the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 25, Phase 10 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 25, Phase 10 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 25, Phase 10 into Limestone Springs Condominiums.

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

882383\_1.DOC

2007026978 DECL \$30.00  
05/16/2007 02:09:11P 10 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

1. Declaration. Declarant hereby expressly declares that Block 25, Phase 10 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 25, Phase 10 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 25, Phase 10 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 25, Phase 10. Limestone Springs Condominiums or the Tract now has ten (10) Buildings containing a total of one hundred twenty (120) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5; Block 6, Phase 6; Block 7, Phase 7; Block 8, Phase 8; Block 9, Phase 9; and Block 25, Phase 10.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 25, Phase 10 prepared by Stoepelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of March 1st, 2007, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of January \_\_\_\_, 2007, as Instrument No. 2007-\_\_\_\_\_.

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

CHICAGO TITLE

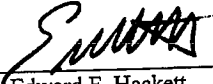
[Signature page follows]

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

Its: Managing General Partner

By:  5-4-07  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA     )  
                               ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 4 day of May, 2007.

My Commission Expires:

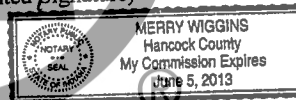
June 5, 2013

My County of Residence:

Hancock

  
Notary Public

Merry Wiggins  
(Printed Signature)



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

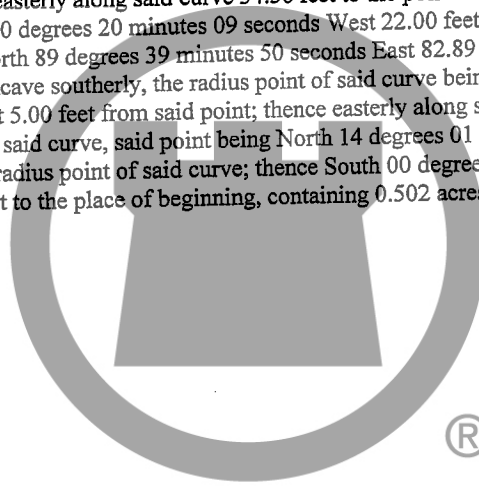
This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
301 Pennsylvania Parkway, Suite 300 Indianapolis, IN 46280.

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 25, PHASE 10  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of Block 25 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence South 89 degrees 39 minutes 51 seconds West 84.13 feet to the point of curvature of a curve concave northeasterly, the radius point of said curve being North 00 degrees 20 minutes 09 seconds West 22.00 feet from said point; thence northwesterly along said curve 34.56 feet to the point of tangency of said curve, said point being South 89 degrees 39 minutes 51 seconds West 22.00 feet from the radius point of said curve; thence North 00 degrees 20 minutes 09 seconds West 164.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being North 89 degrees 39 minutes 51 seconds East 22.00 feet from said point; thence northeasterly along said curve 34.56 feet to the point of tangency of said curve, said point being North 00 degrees 20 minutes 09 seconds West 22.00 feet from the radius point of said curve; thence North 89 degrees 39 minutes 50 seconds East 82.89 feet to the point of curvature of a curve concave southerly, the radius point of said curve being South 00 degrees 20 minutes 10 seconds East 5.00 feet from said point; thence easterly along said curve 1.25 feet to the point of tangency of said curve, said point being North 14 degrees 01 minutes 19 seconds East 5.00 feet from the radius point of said curve; thence South 00 degrees 20 minutes 09 seconds East 207.84 feet to the place of beginning, containing 0.502 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	0.833
1	13266-#200 Komatite Way	0.833
1	13266-#300 Komatite Way	0.833
1	13266-#400 Komatite Way	0.833
1	13266-#500 Komatite Way	0.833
1	13266-#600 Komatite Way	0.833
1	13266-#700 Komatite Way	0.833
1	13266-#800 Komatite Way	0.833
1	13266-#900 Komatite Way	0.833
1	13266-#1000 Komatite Way	0.833
1	13266-#1100 Komatite Way	0.833
1	13266-#1200 Komatite Way	0.833
2	12155-#100 Pebble Street	0.833
2	12155-#200 Pebble Street	0.833
2	12155-#300 Pebble Street	0.833
2	12155-#400 Pebble Street	0.833
2	12155-#500 Pebble Street	0.833
2	12155-#600 Pebble Street	0.833
2	12155-#700 Pebble Street	0.833
2	12155-#800 Pebble Street	0.833
2	12155-#900 Pebble Street	0.833
2	12155-#1000 Pebble Street	0.833
2	12155-#1100 Pebble Street	0.833
2	12155-#1200 Pebble Street	0.833

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	0.833
3	12185-#200 Pebble Street	0.833
3	12185-#300 Pebble Street	0.833
3	12185-#400 Pebble Street	0.833
3	12185-#500 Pebble Street	0.833
3	12185-#600 Pebble Street	0.833
3	12185-#700 Pebble Street	0.833
3	12185-#800 Pebble Street	0.833
3	12185-#900 Pebble Street	0.833
3	12185-#1000 Pebble Street	0.833
3	12185-#1100 Pebble Street	0.833
3	12185-#1200 Pebble Street	0.833
4	12215-#100 Pebble Street	0.833
4	12215-#200 Pebble Street	0.833
4	12215-#300 Pebble Street	0.833
4	12215-#400 Pebble Street	0.833
4	12215-#500 Pebble Street	0.833
4	12215-#600 Pebble Street	0.833
4	12215-#700 Pebble Street	0.833
4	12215-#800 Pebble Street	0.833
4	12215-#900 Pebble Street	0.833
4	12215-#1000 Pebble Street	0.833
4	12215-#1100 Pebble Street	0.833
4	12215-#1200 Pebble Street	0.833
5	12245-#100 Pebble Street	0.833
5	12245-#200 Pebble Street	0.833
5	12245-#300 Pebble Street	0.833
5	12245-#400 Pebble Street	0.833
5	12245-#500 Pebble Street	0.833
5	12245-#600 Pebble Street	0.833

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	0.833
5	12245 -#800 Pebble Street	0.833
5	12245 -#900 Pebble Street	0.833
5	12245 -#1000 Pebble Street	0.833
5	12245 -#1100 Pebble Street	0.833
5	12245 -#1200 Pebble Street	0.833
6	12235 -#100 Bubbling Brook Drive	0.833
6	12235 -#200 Bubbling Brook Drive	0.833
6	12235 -#300 Bubbling Brook Drive	0.833
6	12235 -#400 Bubbling Brook Drive	0.833
6	12235 -#500 Bubbling Brook Drive	0.833
6	12235 -#600 Bubbling Brook Drive	0.833
6	12235 -#700 Bubbling Brook Drive	0.833
6	12235 -#800 Bubbling Brook Drive	0.833
6	12235 -#900 Bubbling Brook Drive	0.833
6	12235 -#1000 Bubbling Brook Drive	0.833
6	12235 -#1100 Bubbling Brook Drive	0.833
6	12235 -#1200 Bubbling Brook Drive	0.833

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
7	12205 - #100 Bubbling Brook Drive	0.833
7	12205 - #200 Bubbling Brook Drive	0.833
7	12205 - #300 Bubbling Brook Drive	0.833
7	12205 - #400 Bubbling Brook Drive	0.833
7	12205 - #500 Bubbling Brook Drive	0.833
7	12205 - #600 Bubbling Brook Drive	0.833
7	12205 - #700 Bubbling Brook Drive	0.833
7	12205 - #800 Bubbling Brook Drive	0.833
7	12205 - #900 Bubbling Brook Drive	0.833
7	12205 - #1000 Bubbling Brook Drive	0.833
7	12205 - #1100 Bubbling Brook Drive	0.833
7	12205 - #1200 Bubbling Brook Drive	0.833
8	12175 - #100 Bubbling Brook Drive	0.833
8	12175 - #200 Bubbling Brook Drive	0.833
8	12175 - #300 Bubbling Brook Drive	0.833
8	12175 - #400 Bubbling Brook Drive	0.833
8	12175 - #500 Bubbling Brook Drive	0.833

CHICAGO TITLE



<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
8	12175 - #600 Bubbling Brook Drive	0.833
8	12175 - #700 Bubbling Brook Drive	0.833
8	12175 - #800 Bubbling Brook Drive	0.833
8	12175 - #900 Bubbling Brook Drive	0.833
8	12175 - #1000 Bubbling Brook Drive	0.833
8	12175 - #1100 Bubbling Brook Drive	0.833
8	12175 - #1200 Bubbling Brook Drive	0.833
9	12145 - #100 Bubbling Brook Drive	0.833
9	12145 - #200 Bubbling Brook Drive	0.833
9	12145 - #300 Bubbling Brook Drive	0.833
9	12145 - #400 Bubbling Brook Drive	0.833
9	12145 - #500 Bubbling Brook Drive	0.833
9	12145 - #600 Bubbling Brook Drive	0.833
9	12145 - #700 Bubbling Brook Drive	0.833
9	12145 - #800 Bubbling Brook Drive	0.833
9	12145 - #900 Bubbling Brook Drive	0.833
9	12145 - #1000 Bubbling Brook Drive	0.833

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
9	12145 - #1100 Bubbling Brook Drive	0.833
9	12145 - #1200 Bubbling Brook Drive	0.833
25	13325 - #100 White Granite Drive	0.833
25	13325 - #200 White Granite Drive	0.833
25	13325 - #300 White Granite Drive	0.833
25	13325 - #400 White Granite Drive	0.833
25	13325 - #500 White Granite Drive	0.833
25	13325 - #600 White Granite Drive	0.833
25	13325 - #700 White Granite Drive	0.833
25	13325 - #800 White Granite Drive	0.833
25	13325 - #900 White Granite Drive	0.833
25	13325 - #1000 White Granite Drive	0.833
25	13325 - #1100 White Granite Drive	0.833
25	13325 - #1200 White Granite Drive	0.833 <sup>®</sup>

CHICAGO TITLE

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer.  
13<sup>th</sup> day of July, 2007  
Robin Mills Auditor of Hamilton County  
Parcel # \_\_\_\_\_

32.00  
11  
1.00  
NONE

SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

THIS SUPPLEMENTAL DECLARATION made this 1<sup>st</sup> day of June, 2007, by CENTEX HOMES, a Nevada general partnership ("Declarant").

2007039427 DECL \$33.00  
07/13/2007 02:12:43P 11 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 24, Phase 11")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49686, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71481, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71483, Supplemental Declaration of Limestone Springs Condominiums recorded January 29, 2007 as Instrument No. 2007-005550 and Supplemental Declaration of Limestone Springs Condominiums recorded May 16, 2007 as Instrument No. 2007-26978 (collectively, the "Declaration"). Attached to the Declaration are the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 24, Phase 11 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 24, Phase 11 to the Tract of Limestone Springs Condominiums have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 24, Phase 11 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 24, Phase 11 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 24, Phase 11 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 24, Phase 11 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 24, Phase 11. Limestone Springs Condominiums or the Tract now has eleven (11) Buildings containing a total of one hundred thirty-two (132) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5; Block 6, Phase 6; Block 7, Phase 7; Block 8, Phase 8; Block 9, Phase 9; Block 25, Phase 10; and Block 24, Phase 11.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 24, Phase 11 prepared by Stoeppelwerth & Associates, Inc., certified by Dennis D. Olmstead, a registered land surveyor, under date of June 13<sup>th</sup>, 2007, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of June 13, 2007, as Instrument No. 2007-039426, PC 3, Side 33 July

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

CHICAGO TITLE

[Signature page follows]

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

Its: Managing General Partner

By: *[Signature]* 6-19-07  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 19<sup>th</sup> day of June, 2007.

My Commission Expires:

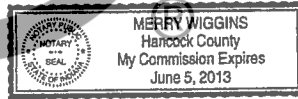
June 5, 2013

My County of Residence:

Hancock

*Merry Wiggins*  
Notary Public

Merry Wiggins  
(Printed Signature)



CHICAGO TITLE

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
301 Pennsylvania Parkway, Suite 300 Indianapolis, IN 46280.

EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 24, PHASE 11  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of Block 24 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; said point also being a point on a curve concave southerly, the radius point of said curve being South 11 degrees 51 minutes 11 seconds East 5.00 feet from said point; thence easterly along said curve 1.01 feet to the point of tangency of said curve, said point being North 00 degrees 20 minutes 09 seconds West 5.00 feet from the radius point of said curve; thence North 89 degrees 39 minutes 50 seconds East 84.83 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 20 minutes 10 seconds East 22.00 feet from said point; thence southeasterly along said curve 34.56 feet to the point of tangency of said curve, said point being North 89 degrees 39 minutes 50 seconds East 22.00 feet from the radius point of said curve; thence South 00 degrees 20 minutes 09 seconds East 164.00 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being South 89 degrees 39 minutes 51 seconds West 22.00 feet from said point; thence southwesterly along said curve 34.56 feet to the point of tangency of said curve, said point being South 00 degrees 20 minutes 09 seconds East 22.00 feet from the radius point of said curve; thence South 89 degrees 39 minutes 50 seconds West 84.83 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 20 minutes 10 seconds West 5.00 feet from said point; thence westerly along said curve 1.00 feet to the point of tangency of said curve, said point being South 11 degrees 10 minutes 00 seconds West 5.00 feet from the radius point of said curve; thence North 00 degrees 20 minutes 09 seconds West 207.80 feet to the place of beginning, containing 0.510 acres, more or less.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	0.757
1	13266-#200 Komatite Way	0.757
1	13266-#300 Komatite Way	0.757
1	13266-#400 Komatite Way	0.757
1	13266-#500 Komatite Way	0.757
1	13266-#600 Komatite Way	0.757
1	13266-#700 Komatite Way	0.757
1	13266-#800 Komatite Way	0.757
1	13266-#900 Komatite Way	0.757
1	13266-#1000 Komatite Way	0.757
1	13266-#1100 Komatite Way	0.757
1	13266-#1200 Komatite Way	0.757
2	12155-#100 Pebble Street	0.757
2	12155-#200 Pebble Street	0.757
2	12155-#300 Pebble Street	0.757
2	12155-#400 Pebble Street	0.757
2	12155-#500 Pebble Street	0.757
2	12155-#600 Pebble Street	0.757
2	12155-#700 Pebble Street	0.757
2	12155-#800 Pebble Street	0.757
2	12155-#900 Pebble Street	0.757
2	12155-#1000 Pebble Street	0.757
2	12155-#1100 Pebble Street	0.757
2	12155-#1200 Pebble Street	0.757

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	0.757
3	12185-#200 Pebble Street	0.757
3	12185-#300 Pebble Street	0.757
3	12185-#400 Pebble Street	0.757
3	12185-#500 Pebble Street	0.757
3	12185-#600 Pebble Street	0.757
3	12185-#700 Pebble Street	0.757
3	12185-#800 Pebble Street	0.757
3	12185-#900 Pebble Street	0.757
3	12185-#1000 Pebble Street	0.757
3	12185-#1100 Pebble Street	0.757
3	12185-#1200 Pebble Street	0.757
4	12215-#100 Pebble Street	0.757
4	12215-#200 Pebble Street	0.757
4	12215-#300 Pebble Street	0.757
4	12215-#400 Pebble Street	0.757
4	12215-#500 Pebble Street	0.757
4	12215-#600 Pebble Street	0.757
4	12215-#700 Pebble Street	0.757
4	12215-#800 Pebble Street	0.757
4	12215-#900 Pebble Street	0.757
4	12215-#1000 Pebble Street	0.757
4	12215-#1100 Pebble Street	0.757
4	12215-#1200 Pebble Street	0.757
5	12245-#100 Pebble Street	0.757
5	12245-#200 Pebble Street	0.757
5	12245-#300 Pebble Street	0.757
5	12245-#400 Pebble Street	0.757
5	12245-#500 Pebble Street	0.757
5	12245-#600 Pebble Street	0.757

CHICAGO TITLE



<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	0.757
5	12245 -#800 Pebble Street	0.757
5	12245 -#900 Pebble Street	0.757
5	12245 -#1000 Pebble Street	0.757
5	12245 -#1100 Pebble Street	0.757
5	12245 -#1200 Pebble Street	0.757
6	12235 -#100 Bubbling Brook Drive	0.757
6	12235 -#200 Bubbling Brook Drive	0.757
6	12235 -#300 Bubbling Brook Drive	0.757
6	12235 -#400 Bubbling Brook Drive	0.757
6	12235 -#500 Bubbling Brook Drive	0.757
6	12235 -#600 Bubbling Brook Drive	0.757
6	12235 -#700 Bubbling Brook Drive	0.757
6	12235 -#800 Bubbling Brook Drive	0.757
6	12235 -#900 Bubbling Brook Drive	0.757
6	12235 -#1000 Bubbling Brook Drive	0.757 <sup>®</sup>
6	12235 -#1100 Bubbling Brook Drive	0.757
6	12235 -#1200 Bubbling Brook Drive	0.757

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
7	12205 - #100 Bubbling Brook Drive	0.757
7	12205 - #200 Bubbling Brook Drive	0.757
7	12205 - #300 Bubbling Brook Drive	0.757
7	12205 - #400 Bubbling Brook Drive	0.757
7	12205 - #500 Bubbling Brook Drive	0.757
7	12205 - #600 Bubbling Brook Drive	0.757
7	12205 - #700 Bubbling Brook Drive	0.757
7	12205 - #800 Bubbling Brook Drive	0.757
7	12205 - #900 Bubbling Brook Drive	0.757
7	12205 - #1000 Bubbling Brook Drive	0.757
7	12205 - #1100 Bubbling Brook Drive	0.757
7	12205 - #1200 Bubbling Brook Drive	0.757
8	12175 - #100 Bubbling Brook Drive	0.757
8	12175 - #200 Bubbling Brook Drive	0.757 <sup>®</sup>
8	12175 - #300 Bubbling Brook Drive	0.757
8	12175 - #400 Bubbling Brook Drive	0.757
8	12175 - #500 Bubbling Brook Drive	0.757

CHICAGO TITLE

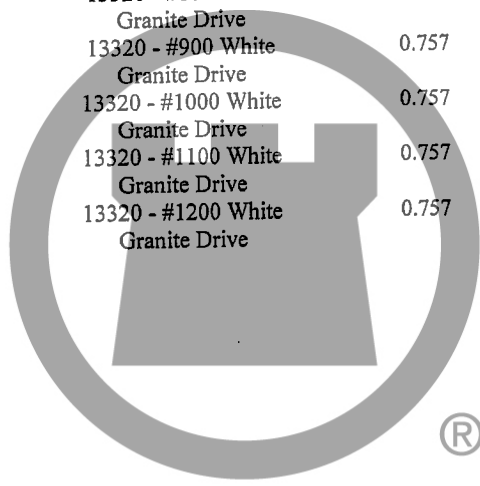
<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
8	12175 - #600 Bubbling Brook Drive	0.757
8	12175 - #700 Bubbling Brook Drive	0.757
8	12175 - #800 Bubbling Brook Drive	0.757
8	12175 - #900 Bubbling Brook Drive	0.757
8	12175 - #1000 Bubbling Brook Drive	0.757
8	12175 - #1100 Bubbling Brook Drive	0.757
8	12175 - #1200 Bubbling Brook Drive	0.757
9	12145 - #100 Bubbling Brook Drive	0.757
9	12145 - #200 Bubbling Brook Drive	0.757
9	12145 - #300 Bubbling Brook Drive	0.757
9	12145 - #400 Bubbling Brook Drive	0.757
9	12145 - #500 Bubbling Brook Drive	0.757
9	12145 - #600 Bubbling Brook Drive	0.757
9	12145 - #700 Bubbling Brook Drive	0.757
9	12145 - #800 Bubbling Brook Drive	0.757
9	12145 - #900 Bubbling Brook Drive	0.757
9	12145 - #1000 Bubbling Brook Drive	0.757

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
9	12145 - #1100 Bubbling Brook Drive	0.757
9	12145 - #1200 Bubbling Brook Drive	0.757
25	13325 - #100 White Granite Drive	0.757
25	13325 - #200 White Granite Drive	0.757
25	13325 - #300 White Granite Drive	0.757
25	13325 - #400 White Granite Drive	0.757
25	13325 - #500 White Granite Drive	0.757
25	13325 - #600 White Granite Drive	0.757
25	13325 - #700 White Granite Drive	0.757
25	13325 - #800 White Granite Drive	0.757
25	13325 - #900 White Granite Drive	0.757
25	13325 - #1000 White Granite Drive	0.757
25	13325 - #1100 White Granite Drive	0.757
25	13325 - #1200 White Granite Drive	0.757 <sup>®</sup>
24	13320 - #100 White Granite Drive	0.757
24	13320 - #200 White Granite Drive	0.757
24	13320 - #300 White	0.757

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
24	Granite Drive 13320 - #400 White	0.757
24	Granite Drive 13320 - #500 White	0.757
24	Granite Drive 13320 - #600 White	0.757
24	Granite Drive 13320 - #600 White	0.757
24	Granite Drive 13320 - #700 White	0.757
24	Granite Drive 13320 - #800 White	0.757
24	Granite Drive 13320 - #900 White	0.757
24	Granite Drive 13320 - #1000 White	0.757
24	Granite Drive 13320 - #1100 White	0.757
24	Granite Drive 13320 - #1200 White	0.757
	Granite Drive	



CHICAGO TITLE

DULY ENTERED FOR TAXATION  
Subject to final acceptance for transfer  
15<sup>th</sup> day of October, 2007

Robin Miller Auditor of Hamilton County  
Parcel # \_\_\_\_\_

2007058640 DECLARATIO \$35.00  
10/15/2007 01:44:01P 12 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

34.00  
(12) 1.00 NONE  
SUPPLEMENTAL DECLARATION OF  
LIMESTONE SPRINGS CONDOMINIUMS

THIS SUPPLEMENTAL DECLARATION made this 3rd day of October,  
2007, by CENTEX HOMES, a Nevada general partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See legal description attached hereto, made a part hereof and marked Exhibit A.

(Hereinafter referred to as "Block 23, Phase 12")

B. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 2005-51449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 2006-2795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 2006-4609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 2006-15079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 2006-20698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 2006-49686, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71481, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 2006-71483, Supplemental Declaration of Limestone Springs Condominiums recorded January 29, 2007 as Instrument No. 2007-005550, Supplemental Declaration of Limestone Springs Condominiums recorded May 16, 2007 as Instrument No. 2007-26978 and Supplemental Declaration of Limestone Springs recorded July 13, 2007 as Instrument No. 2007-039427 (collectively, the "Declaration"). Attached to the Declaration are the By-Laws of Limestone Springs Condominium Owners Association, Inc. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Block 23, Phase 12 is part of the Real Estate described in the recitals of the Declaration. Article 19 of the Declaration provides that all or part of the Property may be annexed to Limestone Springs Condominiums, incorporated into the Declaration and the Owners thereof become members of Limestone Springs Condominium Owners Association, Inc. in accordance with the conditions in Article 19 of the Declaration and the filing of this Supplemental Declaration by Declarant. All conditions relating to the annexation of Block 23, Phase 12 to the Tract of Limestone Springs Condominiums have

been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Block 23, Phase 12 into Limestone Springs Condominiums.

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

1. Declaration. Declarant hereby expressly declares that Block 23, Phase 12 and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Limestone Springs Condominiums as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Block 23, Phase 12 hereafter and for all purposes shall be included in the definition of "Tract" as defined in the Recitals of the Declaration.

2. Description of Buildings. Block 23, Phase 12 contains one (1) building containing twelve (12) Condominium Units as shown on the Supplemental Plans for Block 23, Phase 12. Limestone Springs Condominiums or the Tract now has twelve (12) Buildings containing a total of one hundred forty-four (144) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract is set forth on Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Limestone Springs Condominiums, such Buildings being Block 1, Phase 1; Block 2, Phase 2; Block 3, Phase 3; Block 4, Phase 4; Block 5, Phase 5; Block 6, Phase 6; Block 7, Phase 7; Block 8, Phase 8; Block 9, Phase 9; Block 25, Phase 10; Block 24, Phase 11; and Block 23, Phase 12.

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

5. Supplemental Plans. The Supplemental Plans setting forth a site plan of Block 23, Phase 12 prepared by Stoeppelwerth & Associates, Inc., certified by Dennis D. Ohmstead, a registered land surveyor, under date of 10/15, 2007, are incorporated herein by reference, are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana, as of October 15, 2007, as Instrument No. 2007-58639.

6. Except to the extent modified or amended herein, all terms and conditions of the Declaration remain in full force and effect.

[Signature page follows]

EXECUTED the day and year first above written.

CENTEX HOMES, a Nevada general partnership

By: CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

Its: Managing General Partner

By: [Signature]  
Edward F. Hackett,  
Indianapolis Division President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known and by me known to be the Indianapolis Division President of Centex Real Estate Corporation, a Nevada corporation, the Managing General Partner of Centex Homes, a Nevada general partnership, and acknowledged the execution of the foregoing "Supplemental Declaration of Limestone Springs" for and on behalf of said corporation and general partnership.

WITNESS my hand and Notarial Seal this 8 day of October, 2007.

My Commission Expires:

June 5, 2013

My County of Residence:

Hancock



[Signature]  
Notary Public

Merry Wiggins  
(Printed Signature)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney

This instrument prepared by: Tammy K. Haney, Attorney at Law, Bose McKinney & Evans LLP,  
301 Pennsylvania Parkway, Suite 300 Indianapolis, IN 46280.

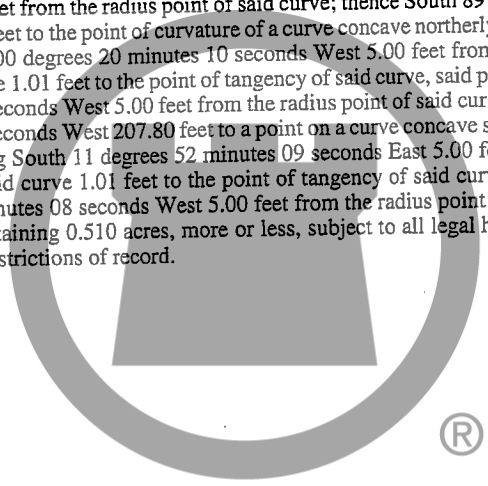


EXHIBIT A

LEGAL DESCRIPTION OF BLOCK 23, PHASE 12  
LIMESTONE SPRINGS CONDOMINIUMS

A part of the East Half of the Northwest Quarter of Section 27, Township 18 North, Range 5 East, Fall Creek Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Block 23 of the recorded Limestone Springs Condominiums Grantor Dedication Exhibit, recorded as Instrument No. 200500049841, Plat Cabinet 3, Slide 684, in Hamilton County, Indiana also known as the POINT OF BEGINNING of this description; thence North 89 degrees 39 minutes 52 seconds East 84.83 feet to the point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 20 minutes 08 seconds East 22.00 feet from said point; thence southeasterly along said curve 34.56 feet to the point of tangency of said curve, said point being North 89 degrees 39 minutes 51 seconds East 22.00 feet from the radius point of said curve; thence South 00 degrees 20 minutes 09 seconds East 164.00 feet to the point of curvature of a curve concave northwesterly, the radius point of said curve being South 89 degrees 39 minutes 51 seconds West 22.00 feet from said point; thence southwesterly along said curve 34.56 feet to the point of tangency of said curve, said point being South 00 degrees 20 minutes 09 seconds East 22.00 feet from the radius point of said curve; thence South 89 degrees 39 minutes 50 seconds West 84.83 feet to the point of curvature of a curve concave northerly, the radius point of said curve being North 00 degrees 20 minutes 10 seconds West 5.00 feet from said point; thence westerly along said curve 1.01 feet to the point of tangency of said curve, said point being South 11 degrees 10 minutes 59 seconds West 5.00 feet from the radius point of said curve; thence North 00 degrees 20 minutes 09 seconds West 207.80 feet to a point on a curve concave southerly, the radius point of said curve being South 11 degrees 52 minutes 09 seconds East 5.00 feet from said point; thence easterly along said curve 1.01 feet to the point of tangency of said curve, said point being North 00 degrees 20 minutes 08 seconds West 5.00 feet from the radius point of said curve to the place of beginning, containing 0.510 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.



CHICAGO TITLE

EXHIBIT B

LIMESTONE SPRINGS CONDOMINIUMS

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
1	13266-#100 Komatite Way	0.694
1	13266-#200 Komatite Way	0.694
1	13266-#300 Komatite Way	0.694
1	13266-#400 Komatite Way	0.694
1	13266-#500 Komatite Way	0.694
1	13266-#600 Komatite Way	0.694
1	13266-#700 Komatite Way	0.694
1	13266-#800 Komatite Way	0.694
1	13266-#900 Komatite Way	0.694
1	13266-#1000 Komatite Way	0.694
1	13266-#1100 Komatite Way	0.694
1	13266-#1200 Komatite Way	0.694
2	12155-#100 Pebble Street	0.694
2	12155-#200 Pebble Street	0.694
2	12155-#300 Pebble Street	0.694
2	12155-#400 Pebble Street	0.694
2	12155-#500 Pebble Street	0.694
2	12155-#600 Pebble Street	0.694
2	12155-#700 Pebble Street	0.694
2	12155-#800 Pebble Street	0.694
2	12155-#900 Pebble Street	0.694
2	12155-#1000 Pebble Street	0.694
2	12155-#1100 Pebble Street	0.694
2	12155-#1200 Pebble Street	0.694

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
3	12185-#100 Pebble Street	0.694
3	12185-#200 Pebble Street	0.694
3	12185-#300 Pebble Street	0.694
3	12185-#400 Pebble Street	0.694
3	12185-#500 Pebble Street	0.694
3	12185-#600 Pebble Street	0.694
3	12185-#700 Pebble Street	0.694
3	12185-#800 Pebble Street	0.694
3	12185-#900 Pebble Street	0.694
3	12185-#1000 Pebble Street	0.694
3	12185-#1100 Pebble Street	0.694
3	12185-#1200 Pebble Street	0.694
4	12215-#100 Pebble Street	0.694
4	12215-#200 Pebble Street	0.694
4	12215-#300 Pebble Street	0.694
4	12215-#400 Pebble Street	0.694
4	12215-#500 Pebble Street	0.694
4	12215-#600 Pebble Street	0.694
4	12215-#700 Pebble Street	0.694
4	12215-#800 Pebble Street	0.694
4	12215-#900 Pebble Street	0.694
4	12215-#1000 Pebble Street	0.694
4	12215-#1100 Pebble Street	0.694
4	12215-#1200 Pebble Street	0.694
5	12245-#100 Pebble Street	0.694
5	12245-#200 Pebble Street	0.694
5	12245-#300 Pebble Street	0.694
5	12245-#400 Pebble Street	0.694
5	12245-#500 Pebble Street	0.694
5	12245-#600 Pebble Street	0.694

CHICAGO TITLE®

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
5	12245 -#700 Pebble Street	0.694
5	12245 -#800 Pebble Street	0.694
5	12245 -#900 Pebble Street	0.694
5	12245 -#1000 Pebble Street	0.694
5	12245 -#1100 Pebble Street	0.694
5	12245 -#1200 Pebble Street	0.694
6	12235 -#100 Bubbling Brook Drive	0.694
6	12235 -#200 Bubbling Brook Drive	0.694
6	12235 -#300 Bubbling Brook Drive	0.694
6	12235 -#400 Bubbling Brook Drive	0.694
6	12235 -#500 Bubbling Brook Drive	0.694
6	12235 -#600 Bubbling Brook Drive	0.694
6	12235 -#700 Bubbling Brook Drive	0.694
6	12235 -#800 Bubbling Brook Drive	0.694
6	12235 -#900 Bubbling Brook Drive	0.694
6	12235 -#1000 Bubbling Brook Drive	0.694
6	12235 -#1100 Bubbling Brook Drive	0.694
6	12235 -#1200 Bubbling Brook Drive	0.694

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
7	12205 - #100 Bubbling Brook Drive	0.694
7	12205 - #200 Bubbling Brook Drive	0.694
7	12205 - #300 Bubbling Brook Drive	0.694
7	12205 - #400 Bubbling Brook Drive	0.694
7	12205 - #500 Bubbling Brook Drive	0.694
7	12205 - #600 Bubbling Brook Drive	0.694
7	12205 - #700 Bubbling Brook Drive	0.694
7	12205 - #800 Bubbling Brook Drive	0.694
7	12205 - #900 Bubbling Brook Drive	0.694
7	12205 - #1000 Bubbling Brook Drive	0.694
7	12205 - #1100 Bubbling Brook Drive	0.694
7	12205 - #1200 Bubbling Brook Drive	0.694
8	12175 - #100 Bubbling Brook Drive	0.694
8	12175 - #200 Bubbling Brook Drive	0.694
8	12175 - #300 Bubbling Brook Drive	0.694
8	12175 - #400 Bubbling Brook Drive	0.694
8	12175 - #500 Bubbling Brook Drive	0.694

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
8	12175 - #600 Bubbling Brook Drive	0.694
8	12175 - #700 Bubbling Brook Drive	0.694
8	12175 - #800 Bubbling Brook Drive	0.694
8	12175 - #900 Bubbling Brook Drive	0.694
8	12175 - #1000 Bubbling Brook Drive	0.694
8	12175 - #1100 Bubbling Brook Drive	0.694
8	12175 - #1200 Bubbling Brook Drive	0.694
9	12145 - #100 Bubbling Brook Drive	0.694
9	12145 - #200 Bubbling Brook Drive	0.694
9	12145 - #300 Bubbling Brook Drive	0.694
9	12145 - #400 Bubbling Brook Drive	0.694
9	12145 - #500 Bubbling Brook Drive	0.694
9	12145 - #600 Bubbling Brook Drive	0.694
9	12145 - #700 Bubbling Brook Drive	0.694
9	12145 - #800 Bubbling Brook Drive	0.694
9	12145 - #900 Bubbling Brook Drive	0.694
9	12145 - #1000 Bubbling Brook Drive	0.694

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
9	12145 - #1100 Bubbling Brook Drive	0.694
9	12145 - #1200 Bubbling Brook Drive	0.694
25	13325 - #100 White Granite Drive	0.694
25	13325 - #200 White Granite Drive	0.694
25	13325 - #300 White Granite Drive	0.694
25	13325 - #400 White Granite Drive	0.694
25	13325 - #500 White Granite Drive	0.694
25	13325 - #600 White Granite Drive	0.694
25	13325 - #700 White Granite Drive	0.694
25	13325 - #800 White Granite Drive	0.694
25	13325 - #900 White Granite Drive	0.694
25	13325 - #1000 White Granite Drive	0.694
25	13325 - #1100 White Granite Drive	0.694
25	13325 - #1200 White Granite Drive	0.694
24	13320 - #100 White Granite Drive	0.694
24	13320 - #200 White Granite Drive	0.694
24	13320 - #300 White	0.694

CHICAGO TITLE

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
24	Granite Drive 13320 - #400 White	0.694
24	Granite Drive 13320 - #500 White	0.694
24	Granite Drive 13320 - #600 White	0.694
24	Granite Drive 13320 - #700 White	0.694
24	Granite Drive 13320 - #800 White	0.694
24	Granite Drive 13320 - #900 White	0.694
24	Granite Drive 13320 - #1000 White	0.694
24	Granite Drive 13320 - #1100 White	0.694
24	Granite Drive 13320 - #1200 White	0.694
23	Granite Drive 13370 - #100 White	0.694
23	Granite Drive 13370 - #200 White	0.694
23	Granite Drive 13370 - #300 White	0.694
23	Granite Drive 13370 - #400 White	0.694
23	Granite Drive 13370 - #500 White	0.694
23	Granite Drive 13370 - #600 White	0.694
23	Granite Drive 13370 - #700 White	0.694
23	Granite Drive 13370 - #800 White	0.694

CHICAGO TITLE



---

<u>Building</u>	<u>Unit Address</u>	<u>Percentage Interest</u>
23	Granite Drive 13370 - #900 White	0.694
23	Granite Drive 13370 - #1000 White	0.694
23	Granite Drive 13370 - #1100 White	0.694
23	Granite Drive 13370 - #1200 White	0.694



CHICAGO TITLE

---

3000  
(H) 200 NONE

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS & RESTRICTIONS FOR LIMESTONE SPRINGS CONDOMINIUMS**

This Second Amendment is made this 26th day of December, 2007, by Centex Homes, a Nevada general partnership ("Declarant").

2007071187 AMND DECL \$32.00  
12/27/2007 09:42:27A 4 PGS  
Jennifer J Hayden  
HAMILTON County Recorder IN  
Recorded as Presented

**WITNESSETH:**

WHEREAS, the following facts are true:

A. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 200500051449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 200600002795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 200600004609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 200600015079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 200600020698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 200600049684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 200600049686, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 200600071481, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 200600071483, Supplemental Declaration of Limestone Springs Condominiums recorded January 29, 2007 as Instrument No. 200700005550, Supplemental Declaration of Limestone Springs Condominiums recorded May 16, 2007 as Instrument No. 200700026978, Supplemental Declaration of Limestone Springs recorded July 13, 2007 as Instrument No. 200700039427 and Supplemental Declaration of Limestone Springs Condominiums recorded October 15, 2007 as Instrument No. 200700058640 (collectively, the "Declaration").

B. Pursuant to Article 16 and Appendix B of the Declaration, Declarant and the Association desire to amend the Declaration relating to Initial Assessments.

NOW THEREFORE, the Declaration is amended as follows:

1. The words "(OTHER THAN FROM DECLARANT)" are hereby deleted from the block text between Paragraphs 5.4 and 5.5 of the Declaration.

2. Paragraph 5.5, INITIAL ASSESSMENTS/WORKING CAPITAL FUND, is hereby deleted and replaced with the following language:

"5.5 INITIAL ASSESSMENTS/WORKING CAPITAL FUND. A purchaser of a Condominium Unit (but not Declarant, a Successor Declarant, or a Declarant-affiliate), whether such purchaser purchased directly from Declarant or purchased from a subsequent Owner, shall be required at closing to pay a sum to the Association as such purchaser's contribution ("Initial Assessment") to the working capital of the Association. The Initial Assessment shall initially be equal to two (2) months of the Regular Assessment established from time to time by the Association; provided, the Board (i) may increase the amount of the Initial Assessment by not more than ten percent (10%) annually, on a non-cumulative basis, and (ii) may waive the requirement of a Initial Assessment for any fiscal year. The Board shall establish the Initial Assessment required by this paragraph as part of its annual budget pursuant to Paragraph 5.6.2 and collection thereof shall apply to all purchasers of Condominium Units in the applicable fiscal year. If the funds are collected by the Declarant, on or before termination of the Declarant Control Period, Declarant will provide the Association with an accounting of any contributions collected and will transfer the balance of such fund to the Association. The Initial Assessment is not an advance payment of Regular Assessments or a contribution to the Reserve Fund, but is, instead, in addition to the Regular Assessments that will otherwise be due with respect to the Condominium Unit. The Initial Assessment shall be deposited with the general funds of the Association and used to meet Common Expenses, budgeted and unforeseen expenditures, operating expenses of the Association and to purchase additional equipment and services. The payment will be deemed to be the property of the Association and will not be refundable or applied as a credit against any subsequent assessments. No Owner will have any vested or other rights with respect to any such payments. If an Owner's contribution is not collected at time of closing on the Condominium Unit, for any reason or no reason, the Owner of the Condominium Unit (but not Declarant) is thereafter liable for the contribution, which may be collected by the Association. The Initial Assessment shall not be used by Declarant to defray any of the expenses, reserve contribution or construction costs or to make up any budget deficits while Declarant is in control of the Association. Notwithstanding the foregoing, when unsold Condominium Units are sold, the Declarant may reimburse itself for funds the Declarant, at Declarant's election, previously paid to the Association for such unsold Condominium Unit's share of working capital out of the Initial Assessments collected at closing when such Condominium Unit is sold. The balance of the Initial Assessments shall be retained by the Association at the Applicable Date and deposited by the Association in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Marion County, Indiana, selected by the Board."

3. This Second Amendment has been duly approved by the Association.
4. To the extent not amended by this Second Amendment, all other terms, provisions and conditions of the Declaration remain the same.

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

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,  
its managing general partner

By: \_\_\_\_\_  
Edward F. Hackett, Division President

LIMESTONE SPRINGS CONDOMINIUM  
OWNERS ASSOCIATION, INC.

By: \_\_\_\_\_  
Jeffrey L. Pape, Board of Directors Member

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada general partnership, who acknowledged the execution of the foregoing Amendment on behalf of said corporation.

WITNESS my hand and Seal this 26 day of December, 2007.



CYNTHIA A. MINGES  
COUNTY OF RESIDENCE-HAMCOCK  
Commission Expires 09-17-2008

\_\_\_\_\_  
Notary Public - Signature

\_\_\_\_\_  
Notary Public - Printed

CHICAGO TITLE

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

My County of Residence: \_\_\_\_\_

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey L. Pape, by me known to a member of the Board of Directors of Limestone Springs Condominium Owners Association, Inc., who acknowledged the execution of the foregoing Amendment on behalf of said corporation.

WITNESS my hand and Seal this 26 day of December, 2007.



CYNTHIA A. MINGES  
COUNTY OF RESIDENCE-HANCOCK  
Commission Expires 09-17-2008

Cy Minges  
Notary Public - Signature

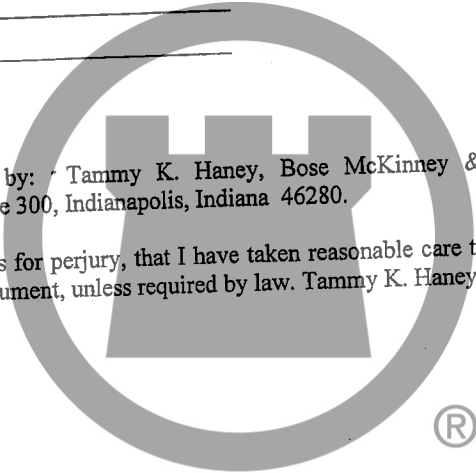
\_\_\_\_\_  
Notary Public - Printed

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

My County of Residence: \_\_\_\_\_

This instrument prepared by: Tammy K. Haney, Bose McKinney & Evans LLP, 301 Pennsylvania Parkway, Suite 300, Indianapolis, Indiana 46280.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney



®

CHICAGO TITLE

7/2/08  
⑤  
J. Hayden

**AMENDED & RESTATED SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS  
FOR LIMESTONE SPRINGS CONDOMINIUMS**

This Amended and Restated Second Amendment is made this 16<sup>th</sup> day of May, 2008, by Centex Homes, a Nevada general partnership ("Declarant").

**WITNESSETH:**

WHEREAS, the following facts are true:

A. On July 29, 2005, Declarant executed a Declaration of Covenants, Conditions and Restrictions for Limestone Springs Condominiums which was recorded in the Office of the Recorder of Hamilton County, Indiana on August 10, 2005, as Instrument No. 200500051449, as amended by Supplemental Declaration of Limestone Springs Condominiums January 23, 2006, as Instrument No. 200600002795, Supplemental Declaration of Limestone Springs Condominiums recorded January 30, 2006 as Instrument No. 200600004609, First Amendment to Declaration of Covenants, Conditions & Restrictions for Limestone Springs Condominiums recorded March 21, 2006 as Instrument No. 200600015079, Supplemental Declaration of Limestone Springs Condominiums recorded April 18, 2006 as Instrument No. 200600020698, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 200600049684, Supplemental Declaration of Limestone Springs Condominiums recorded August 23, 2006 as Instrument No. 200600049686, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 200600071481, Supplemental Declaration of Limestone Springs Condominiums recorded December 1, 2006 as Instrument No. 200600071483, Supplemental Declaration of Limestone Springs Condominiums recorded January 29, 2007 as Instrument No. 200700005550, Supplemental Declaration of Limestone Springs Condominiums recorded May 16, 2007 as Instrument No. 200700026978, Supplemental Declaration of Limestone Springs recorded July 13, 2007 as Instrument No. 200700039427 and Supplemental Declaration of Limestone Springs Condominiums recorded October 15, 2007 as Instrument No. 200700058640 (collectively, the "Declaration").

B. On December 27, 2007, Declarant filed of record in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 2007071187 a Second Amendment to Declaration of Covenants & Restrictions for Limestone Springs Condominiums (the "Second Amendment").

C. Pursuant to Article 16 and Appendix B of the Declaration, Declarant and the Association desire to amend and restate the Second Amendment.

NOW THEREFORE, the Declaration is amended as follows:

1. The words "(OTHER THAN FROM DECLARANT)" are hereby deleted from the block text between Paragraphs 5.4 and 5.5 of the Declaration.

2. Paragraph 5.5, INITIAL ASSESSMENTS/WORKING CAPITAL FUND, is hereby deleted and replaced with the following language:

“5.5 INITIAL ASSESSMENTS/WORKING CAPITAL FUND. A purchaser of a Condominium Unit (but not Declarant, a Successor Declarant, or a Declarant-affiliate), whether such purchaser purchased directly from Declarant or purchased from a subsequent Owner, shall be required at closing to pay a sum to the Association as such purchaser's contribution (“Initial Assessment”) to the working capital of the Association. The Initial Assessment shall initially be equal to two (2) months of the Regular Assessment established from time to time by the Association; provided, the Board (i) may increase the amount of the Initial Assessment by not more than ten percent (10%) annually, on a non-cumulative basis, and (ii) may waive the requirement of a Initial Assessment for any fiscal year. The Board shall establish the Initial Assessment required by this paragraph as part of its annual budget pursuant to Paragraph 5.6.2 and collection thereof shall apply to all purchasers of Condominium Units in the applicable fiscal year. If the funds are collected by the Declarant, on or before termination of the Declarant Control Period, Declarant will provide the Association with an accounting of any contributions collected and will transfer the balance of such fund to the Association. The Initial Assessment is not an advance payment of Regular Assessments or a contribution to the Reserve Fund, but is, instead, in addition to the Regular Assessments that will otherwise be due with respect to the Condominium Unit. The Initial Assessment shall be deposited with the general funds of the Association and used to meet Common Expenses, budgeted and unforeseen expenditures, operating expenses of the Association and to purchase additional equipment and services; provided that the Initial Assessment shall not be used by Declarant to defray any of the expenses, reserve contribution or construction costs or to make up any budget deficits while Declarant is in control of the Association. Notwithstanding the foregoing, when unsold Condominium Unit's share of working capital out of the Initial Assessments collected at closing when such Condominium Unit is sold. The payment will be deemed to be the property of the Association and will not be refundable or applied as a credit against any subsequent assessments. No Owner will have any vested or other rights with respect to any such payments. If an Owner's contribution is not collected at time of closing on the Condominium Unit, for any reason or no reason, the Owner of the Condominium Unit (but not Declarant) is thereafter liable for the contribution, which may be collected by the Association. The balance of the Initial Assessments shall be retained by the Association at the Applicable Date.”

3. Paragraph 5.11. The last sentence of Paragraph 5.11 is deleted and replaced with the following language:

“To the extent that such replacement reserve is not so applied, the balance thereof shall be retained by the Association at the Applicable Date and deposited by the Association in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Hamilton County, Indiana, selected by the Board.”

4. This Amended and Restated Second Amendment has been duly approved by the Association.

5. To the extent not amended by this Amended and Restated Second Amendment, all other terms, provisions and conditions of the Declaration remain the same.

*[Signatures to follow in next page]*



CHICAGO TITLE



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

CENTEX HOMES, a Nevada general partnership

By: Centex Real Estate Corporation,  
its managing general partner

By: [Signature]  
Edward F. Hackett, Division President

LIMESTONE SPRINGS CONDOMINIUM  
OWNERS ASSOCIATION, INC.

By: [Signature]  
Jeffery L. Pape, Board of Directors Member

STATE OF INDIANA )  
COUNTY OF Madison ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Edward F. Hackett, by me known to be the Division President of Centex Real Estate Corporation, the managing general partner of Centex Homes, a Nevada general partnership, who acknowledged the execution of the foregoing Amendment on behalf of said corporation.

WITNESS my hand and Seal this 16<sup>th</sup> day of May, 2008



CYNTHIA A. MINGES

COUNTY OF RESIDENCE-HANCOCK

Commission Expires 09-17-2008

[Signature]  
Notary Public - Signature

Notary Public - Printed

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

My County of Residence: \_\_\_\_\_

CHICAGO TITLE

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public in and for said County and State, personally appeared Jeffrey L. Pape, by me known to a member of the Board of Directors of Limestone Springs Condominium Owners Association, Inc., who acknowledged the execution of the foregoing Amendment on behalf of said corporation.

WITNESS my hand and Seal this 16<sup>th</sup> day of May, 2008.

Cynthia A. Minges  
\_\_\_\_\_  
Notary Public - Signature



CYNTHIA A. MINGES  
COUNTY OF RESIDENCE-HANCOCK  
Commission Expires 09-17-2008

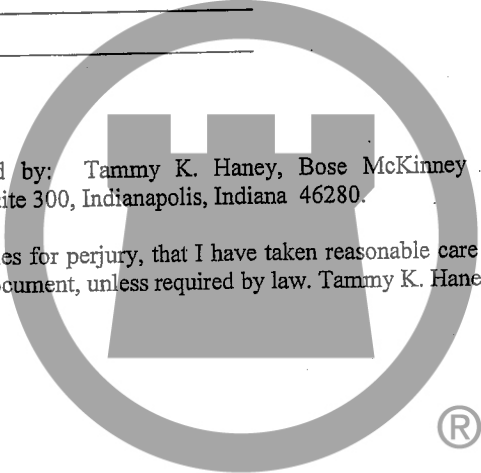
\_\_\_\_\_  
Notary Public - Printed

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

My County of Residence: \_\_\_\_\_

This instrument prepared by: Tammy K. Haney, Bose McKinney & Evans LLP, 301 Pennsylvania Parkway, Suite 300, Indianapolis, Indiana 46280.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Tammy K. Haney



# CHICAGO TITLE