

# **DECLARATION OF CONDOMINIUM**

Duly Entered For Taxation  
Subject To Final  
Acceptance For Transfer

DEC 19 1997

*Rita J. Steele*  
Auditor, Jasper County

## **FOR**

# **MAPLE LAKE CONDOMINIUMS**

**18488**

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DEC 19 1997

*Carol A. Spall*  
Recorder, Jasper Co., IN

*Declaration prepared by:*

*Maple Lake LLC  
Randall Culp, Member*

*Dated: December 17, 1997*

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DECLARATION OF CONDOMINIUM  
FOR  
MAPLE LAKE CONDOMINIUMS

WHEREAS, MAPLE LAKE DEVELOPMENT COMPANY, LLC, ("Declarants"), is the owner of certain real estate located in the Town of DeMotte, Indiana, more particularly described in Exhibit "D", a copy of which Exhibit is attached hereto and by reference made a part hereof, and

WHEREAS, Declarants desire to submit said real estate described in Exhibit "D" (the "Property"), to the provisions of the Horizontal Property Law, being Acts 1963, Chapter 349, Sections 1 through 31, as amended from time to time and codified at I.C. §32-1-6-1 et seq. ("Act"), and to create thereon a horizontal property regime, ("Condominiums"), and

WHEREAS, Declarants intend that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall hold their interests subject to the rights, easements, privileges, covenants, and restrictions hereinafter set forth;

NOW THEREFORE, Declarants as owners of the real estate herein described and for the purposes set forth, DECLARE AS FOLLOWS:

ARTICLE I      DEFINITIONS

1.01.    **Association:**    "Association" shall mean Maple Lake Condominium Association, Inc., an Indiana not-for-profit corporation, whose Articles of Incorporation are attached hereto as Exhibit "A" and made a part hereof.



1.02. Board: "Board" shall mean the Board of Directors of the Association provided for in paragraph 10.01.

1.03. Building: "Building" shall mean the structure shown on the Plans.

1.04. Bylaws: "Bylaws" shall mean the bylaws of the Association which are attached hereto as Exhibit "B" and made a part hereof.

1.05. Common Areas and Facilities: "Common Areas" or "Common Areas and Facilities" shall mean all portions of the Property, (except the Condominium Units), as more particularly defined in Paragraph 3.01.

1.06. Condominium Unit: "Condominium Unit" or "Unit" shall mean part of the Property within the Buildings, including one or more rooms, occupying all or part of a floor or floors, and together with the undivided interest in the common elements appertaining to that unit of space. Each Unit shall consist of the space enclosed and bounded by the planes defined by the unfinished interior surfaces of the perimeter walls, ceiling and floor, as built or as shown on the building plans, including the fixtures and improvements located wholly within said boundaries and excluding the structural parts of the buildings. Each Unit shall be identified as Unit "A" or "B" of Building \_\_\_\_, \_\_\_\_, \_\_\_\_ or \_\_\_\_, etc. Building numbers shall be shown and designated on Plans attached hereto as Exhibit "C". As designated on the Plans, Buildings one through eleven are duplex buildings, each containing two Units, A and B. Buildings 12 through 35 are individual

buildings each containing one Unit and are referred to as "Patio Homes."

1.07. **Declaration:** "Declaration" shall mean this instrument, by which the Property is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted to the terms hereof.

1.08. **Limited Common Areas:** "Limited Common Areas" shall mean that land adjacent to a particular Condominium Unit as depicted on the Plans and reserved for the use of the Owner of the Condominium Unit to the exclusion of all other Owners. The plans identified as Exhibit "C" to the Declaration, limited common areas are shown for respective units with the symbol LC.

1.09. **Owner:** "Owner" shall mean the record owner including the Declarant, whether one or more persons, of a fee simple title to any Condominium Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.10. **Person:** "Person" shall mean an individual, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination thereof capable of holding title to real property.

1.11. **Patio Home:** Patio Home means a separate and distinct building to itself without any common walls or utilities or other common areas within its wall confines which contain one "Unit".

1.12. **Plans:** "Plans" shall mean the Site Plan and Building Floor Plans of the real estate and all Condominium Units submitted

to the provisions of the Act, which are attached hereto, made a part hereof and labeled as Exhibit "C".

1.13. **Property:** "Property" shall mean all the real estate described in Exhibit "D", all improvements and structures constructed or contained therein or thereon, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Owners, and all easements, rights and appurtenances belonging thereto. The Property shall be known as "Maple Lake Condominiums".

1.14. **Eligible Mortgage Holder:** "Eligible Mortgage Holder" shall mean the purchase money lender or any other lender which holds a first mortgage lien on any individual Unit after it has been sold by the Developer.

**ARTICLE II            PROPERTY AND CONDOMINIUM UNITS:  
SUBMISSION TO ACT**

2.01. **Condominium Unit: Description and Ownership:** The legal description of each Condominium Unit shall consist of the identifying number or symbol of such Condominium Unit shown on the Plans. Every deed, lease, mortgage or other instrument may describe a Condominium Unit by its identifying number or symbol as shown on the Plans, and every such description shall be deemed good and sufficient for all purposes. The acceptance of a deed, lease or mortgage as to any Condominium Unit by any person or persons shall constitute the acceptance and ratification by the same of this Declaration, the Act, the Bylaws and all existing or future rules and regulations of the Board. Each Condominium Unit shall

consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plans. No Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Condominium Unit to be separated into any tracts or parcels different from the whole Condominium Unit as shown on the Plans. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling 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 occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such cases, permanent 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 line of the Condominium Unit, but within the appropriate wall, floor or ceiling surfaces of the Condominium Unit. Any equipment relating to the air conditioning system of any Condominium Unit which is situated outside the boundaries of the Condominium Unit hereinabove defined shall be a part of such Condominium Unit. Any screened porches or patios, wooden structure or deck which protrudes beyond the walls, but is installed for the sole purpose of the Condominium Unit, shall be a part of the respective Unit as limited common area.

**2.02. Certain Structures Not Constituting Part of Any Condominium Unit:** No Owner shall own any pipes, wires, cables,

ducts, conduits, chimneys, public utility lines or other structural components running through his Condominium Unit, whether or not such items shall be located in the floors, ceiling or perimeter or interior walls of the Condominium Unit, except as a tenant-in-common with all other Owners.

**2.03. Encroachment and Easements for Common Areas and Facilities:** If, by reason of the location, construction settling, or shifting of a Building, the Common Areas and Facilities encroach upon a Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Association for maintenance, use and enjoyment of such Common Areas and Facilities for and during the existence of the common building structure.

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

**2.04. Real Estate Subjected to Act:** The real estate specifically described in Exhibit "D" shall constitute that portion of Maple Lake Condominiums being made subject to the Act as a result of this declaration.

**2.05. Initial Declaration:** As a result of this initial Declaration, Maple Lake Condominiums shall consist of two (2) Duplex Buildings, containing two (2) Condominium Units in each building, and one (1) Patio Home Unit. Building plans and individual floor plans for these units, describing the buildings,

number of stories, and crawl spaces, are being recorded concurrently herewith as Exhibit "C".

2.06. **Model Building:** The Declarants may, at their discretion, build one Condominium Unit for use as a sales model, and Declarants reserve the right to move the designated model unit to another at their discretion.

2.07. **Expandable Condominium Building:** The real estate specifically described in Exhibit "D" shall constitute the land upon which forty-six (46) condominium units may, at the sole election of the declarant, be built. Such expansion shall begin no later than five (5) years from the date of the execution of this Declaration. Structures to be constructed on the property which contain condominium units shall be of comparable design, construction and quality as those described and existing on the date of this Declaration. Owners of condominium units constructed after this date on said real estate shall own an undivided interest in the common areas and facilities based upon the fractional formula set forth in Paragraph 3.02 hereinafter as though said owner owned his condominium unit as if constructed and in existence as of the date of recordation of this Declaration. As developer substantially completes construction of additional condominium units on the real estate, developer shall record in the Recorder's Office of Jasper County, a location plat showing the location of the foundation, porches and other facilities in a form comparable to that shown on Exhibit "C" to the Declaration, and a floor plan certified by an engineer or architect setting forth the dimensions, size and shape of the condominium unit constructed in a form with

similar information as shown on Exhibit "C" to the Declaration, subject to future reallocation of common areas pursuant to the expandable provision of 2.07. Before the additional units may be annexed to and as part of this condominium, all building construction must be substantially completed.

### ARTICLE III COMMON AREAS AND FACILITIES

3.01. **Description:** The Common Areas and Facilities shall consist of all portions of the Property, except the individual Condominium Units and its related and reserved Limited Common Areas as defined by Paragraph 1.08, and shall include entrances and exits, streets, sidewalks, roadways, parking lots, land, landscaping, pipes, wires, cables, ducts, conduits, chimneys, public utility lines and other utility installations to their respective meters not located within the Condominium Unit boundaries as shown on the Plans unless said items serve another Condominium Unit, and structural parts of the Buildings, including structural columns located within the boundaries of a Condominium Unit.

3.02. **Ownership of Common Areas and Facilities:** Each Owner shall be entitled to and own an undivided interest in the Common Areas and Facilities as a tenant-in-common with all other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of such Owner's Condominium Unit as a place of residence, and such other incidental uses permitted

by this Declaration, which right shall be appurtenant to and run with his Condominium Unit. Each Owner shall have an equal fractional interest in the Common Areas and Facilities which shall be equal to a fraction in which the numerator is one (1) and the denominator is the total number of Condominium Units subject to this Declaration and any supplemental declaration hereto, governing Condominium Units constructed on the land described on Exhibit "D". As a result of this initial Declaration, each Condominium Unit Owner shall initially own an undivided one-fifth (1/5) interest in the Common Areas and Facilities. The undivided interest of each Owner shall be considered to be conveyed or encumbered with the Condominium Unit to which it appertains, even though such interest is not expressly mentioned or described in the conveyance or other instrument. Declarant shall be deemed to be the owner of that portion of the real estate subject to this Declaration until improved with a building, and each condominium unit is sold.

**3.03. Prohibition Against Partition:** There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise, until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

**3.04. Description of Limited Areas:** Each unit owner shall have the personal use of areas and portions of the facility which are necessary for the use and enjoyment of individual units, and shall be preserved to the use of the individual condominium units as shown on Exhibit "C". Limited Areas shall include: Entrance porches, outside stairs and stairways, entrances and exits of each



building, porches, patios, driveway, access sidewalk, proportionate share of landscaping areas and grounds adjacent and adjoining each individual unit.

**ARTICLE IV GENERAL PROVISIONS AS TO CONDOMINIUM UNIT  
AND COMMON AREAS AND FACILITIES**

4.01. **Use of the Common Areas and Facilities:** Each Owner shall have the right to use the Common Areas and Facilities in common with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Condominium Unit owned by each Owner. Such rights shall extend to the Owner and the members of such Owner's immediate family and guests and other occupants and visitors. The use of the Common Areas and Facilities and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Articles of Incorporation attached hereto as Exhibit "A", the Bylaws attached hereto as Exhibit "B", and the rules and regulations of the Association.

4.02. **Maintenance of Common Areas and Facilities - Common Expenses:** Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Board. Each Owner shall pay to the Association his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas and Facilities, based upon the number of Condominium Units owned by him, such expenses being hereinafter referred to as "Common Expenses". Said Common Expenses shall include, but are not

limited to, expense of administration of the Board and Association, expense of snow removal, expense of lawn care and of landscaping, expense of garbage or trash removal, all expenses of general maintenance and repair of all Common Areas and Facilities, and rental of private fire hydrants, general liability and hazard insurance and real estate taxes. Such proportionate share shall be in the same ratio as the Percentage of Ownership in the Common Areas and Facilities. Payment thereof shall be at such times as may be provided by the Bylaws or rules and regulations of the Association. In the event of the failure of an Owner to pay his share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Owner or his successor administrator, or assigns and not be affected by any sale or transfer, except by foreclosure of the first mortgage of the Unit in the Property at the time of delinquency pursuant to the terms of the Act. This lien, however, shall be subject to and subordinate to a purchase money and first mortgage being placed on the Unit by Owner for its acquisition. Abandonment of a Condominium Unit or non-use of the Common Areas and Facilities or Limited Common Areas and Facilities by an Owner shall not relieve such Owner from his obligation to pay his proportionate share of Common Expenses. Notwithstanding the foregoing, the following provisions shall apply to payment of Common Expenses:

- (i) Declarants shall pay all Common Expenses, if any, until a Unit is sold and shall thereafter pay on a proportionate basis as to the Unit or Units owned.

(ii) Commencing on the 17th day of December, 1997, and continuing until the first day of the calendar month following the date that seventy-five percent (75%) of the Condominium Units have been conveyed by Declarants, each Owner of a Condominium Unit conveyed to such Owner by Declarants or any Unit not conveyed but yet held by Declarants, shall pay monthly as their proportionate share of Common Expenses the sum of Seventy-five Dollars (\$75.00). During said period, the monthly assessment may be increased or decreased by Declarants by the same percentage as the increase or decrease in the Consumer Price Index for All Urban Consumers, for All Items, as published by the Bureau of Labor Statistics, after giving thirty (30) days written notice to said Owners. The aggregate percentage of increase in the monthly assessment shall be no greater than the aggregate increase in the Consumer Price Index between December, 1997 or on the date of the last obligation of the Index, and the date of any such increase. Any Common Expenses incurred during this time period and before the time described in Section (iii) below in excess of said payments shall be paid by Declarants.

(iii) Each Owner's assessment as his proportionate share of Common Expenses shall be determined by the same formula as and to determine Owner's ownership interest of Common Areas as set forth in paragraph 3.02 above.

(iv) Commencing on the first day of the calendar month following the date upon which the Declarants have terminated control of the Association, each Owner shall pay his proportionate share of the Common Expenses as shall be fixed by the Board.

(v) At least twenty (20) days preceding the beginning of the fiscal year, the Board shall prepare and furnish to the Owners a budget for the next succeeding calendar year showing the increase, if any, proposed in the monthly assessment.

(vi) Each Owner shall be obligated for the monthly assessment on the first date of the month following the day of his owning ownership and title of the Unit from

Developer, and shall be paid on the first day of the month by each successive Owner.

A portion of the Common Expenses shall be designated for a capital expenditures reserve fund for the replacement and/or repair of the Common Areas and Facilities, and shall be maintained in a separate interest bearing account with a bank and/or savings and loan association authorized to do business in Jasper County, Indiana. Said reserve shall provide for the replacement and/or repair of the buildings, fencing, trees, shrubs, driveway repair, and any and all other improvements placed or constructed as a part of the Common Areas and Facilities.

**4.03. Easements:**

(a) Easements for Utilities: All public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along, and on any portion of the Common Areas and Facilities for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose, provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed or approved by the Board. By virtue of this easement the cable television, electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain television, electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls

of the Buildings. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along, and on any portion of said Common Areas and Facilities, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any and all pipes, wires, ducts, conduits, chimneys, public utility lines or structural components running through the walls of any condominium Unit, whether or not such walls lie in whole or in part within the Condominium Unit boundaries.

(b) Parking and Driveway: A driveway easement for ingress and egress is hereby declared, upon that portion of the Property depicted as driveway or other roadway suitable for vehicular access upon Exhibit "C" and not located within a Limited Common Area of another Owner, for the benefit of the Owners. Additionally all public and quasi public vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the driveways, parking lots and walkways depicted on Exhibit "C" as part of the Common Areas and Facilities.

(c) Easements to Run with Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, during the existence and use of the common building.

4.04. **Separate Real Estate Taxes:** It is intended and understood that real estate taxes are to be separately taxed to each Condominium Unit and also to the Owner's corresponding percentage of ownership in the Common areas and Facilities. In the event that, for any year, such taxes are not separately taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Percentage of Ownership interest in the Common Areas and Facilities.

4.05. **Utilities:** Each Owner shall pay for his own telephone, electricity, gas, water, television cable and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses, unless otherwise determined by the Board.

4.06. **Insurance:** Each Owner shall be responsible for his own insurance on the contents of his own Condominium Unit, and for additions and improvements thereto, decorating and furnishings and personal property therein, for personal property stored elsewhere on the Property and for his personal liability insurance, except as provided in the Bylaws.

The Board shall obtain fire and extended coverage insurance insuring the Property as set forth in Article VI hereof. The Board shall obtain comprehensive public liability insurance in such limits as the Board shall deem appropriate, together with worker's compensation insurance and other liability insurance, if

deemed necessary or appropriate by the Board. Such insurance shall inure to the benefit of each Owner, the Association, the Board, and any managing agent or company acting on behalf of the Association. Such insurance coverage shall also cover cross liability claims of one insured against the other. The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Owner to his Condominium Unit, unless and until such Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and, upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Condominium Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Board, its officers members of the Board, the Declarant, the manager and managing agent of the building, and their respective employees and agents, for damage to the Common Areas and Facilities, the Condominium Units, or to any personal property located in the Condominium Units or Common Areas and Facilities caused by fire or other casualty.

**4.07. Maintenance, Repairs and Replacements of Condominium Units:**

(a) By the Association: The Association, at its expense, shall be responsible for the maintenance, repair, and



replacement of the exterior walls of the Building and all portions of each Condominium Unit which contribute to the support of the Building. The Association shall not be responsible for the maintenance, repair or replacement of the interior wall, ceiling and floor surfaces of any Condominium Unit, including but not limited to, carpeting, paneling, or other interior surfaces. The Association shall not be responsible for the maintenance, repair or replacement of any fireplace, chimney flues, skylights or windows. The Association shall maintain, repair and replace all conduits, ducts, plumbing, interior surfaces, wiring and other facilities for the furnishing of utility services which may be located within the Condominium Unit boundaries as specified in Sections 2.01 and 2.02 exclusive of any portions of the foregoing which may be located at or in the wall, ceiling or floor outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration. The Association may replace and repair any window glass, window frames, screens and exterior doors, including garage doors, in the event any Owner fails to do so as provided in subparagraph (b) of this paragraph 4.07, but the expense of the same shall be paid by the defaulting Owner.

(b) By the Owner: Each Owner shall be obligated to maintain and keep in good order and repair his own Condominium Unit. Except as otherwise provided in Paragraph (a) above, each Owner shall furnish, at his own expense, and be responsible for the following:

- (1) All of the maintenance, repairs and replacements within his own Condominium Unit and internal



installations of such Condominium Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Condominium Unit boundaries as specified in Sections 2.01 and 2.02, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas or electricity to the respective meters serving each Condominium Unit, shall be furnished by the Association as part of the Common Expenses. Each Owner shall maintain, repair and replace any fireplace flues, skylights, windows, screens, and exterior doors, including garage doors, serving the Condominium Unit owned by him. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Condominium Units as a Common Expense. No Owner shall make any alterations or additions to his Condominium Unit which affect the structural integrity of the Building or any other Condominium Unit, or impair any easements applicable to the Property.

(2) All of the decorating within his own Condominium Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and

other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Condominium Unit as shown on the Plans, and such Owner shall maintain such portions in good condition and repair at his sole expense, all such maintenance and use shall be subject to the rules and regulations of the Association. Decorating of the Common Areas and Facilities (other than interior surfaces within the Condominium Unit as above provided), and any redecorating of Condominium Units to the extent made necessary by any damage to existing decorating of such Condominium Units caused by maintenance, repair or replacement work on the Common Areas and Facilities by the Board, shall be furnished by the Association as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair, and replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association or Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property.

4.08. **Negligence of Owner:** If, due to the negligent act or omission of an Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Owner, damage shall be caused to the Common Areas and Facilities or to a Condominium Unit or Condominium Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Board.

4.09. **Joint Facilities:** To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or the Common Areas and Facilities, then the use thereof by the individual Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent of the Buildings, shall be entitled to reasonable access to the individual Condominium Units as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and Facilities or any equipment, facilities or fixtures affecting or serving other Condominium Units or the Common Areas and Facilities.

4.10. **Alterations, Additions and Improvements:** No alterations of any Common Areas and Facilities, or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board.

4.11. **Design Control of New Construction:** Any construction of any Building or other structure (whether containing Condominium Units or not) by virtue of the addition of Condominium Units to the Property or the rebuilding of Condominium Units after a casualty loss shall be made to conform to the original design and architecture of the Buildings contemplated by the Plans. The Board shall determine the conformity of anticipated construction required by this paragraph.

4.12. **Leasing Condominium Unit:** Nothing in this Declaration shall be interpreted as prohibiting an Owner from leasing his interest in the Property to any person provided said lease is expressly subject to this Declaration (and specifically to the provisions of paragraph 9.01) and any rules or regulations of the Association as they are adopted from time to time. By entering into a lease agreement regarding his interest in the Property, an Owner remains primarily liable for any assessment made by the Board as well as any breach of this Declaration or the rules and regulations of the Association. All such lease agreements shall be in writing, shall contain such terms, provisions and conditions as requested by Declarant or by the Association as the case may be, and a copy shall be placed on file at the office of the Association.

**ARTICLE V COVENANTS AND RESTRICTIONS AS TO  
USE AND OCCUPANCY:**

5.01. **Covenants and Restrictions:** The Condominium Units and Common Areas and Facilities shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Condominium Unit or any two or more adjoining Condominium Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.

(b) Obstruction of Common Areas and Facilities: There shall be no obstruction of the Common Areas and Facilities, nor shall anything be placed or stored in the Common Areas and Facilities without the prior written consent of the Board, except as herein expressly provided.

(c) Obstruction of Limited Common Areas: No Owner shall construct or erect or allow the construction or erection of any building, shed, fence or other structure on his Limited Common Area. The Owner shall be permitted to landscape and improve his Limited Common Area provided that no artificial object is permitted to obstruct the view of other Owners.

(d) Hazardous Uses and Waste: Nothing shall be done or kept in any Condominium Unit or in the Common Areas and Facilities and the Limited Common Areas which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Condominium Unit, in the Common Areas and Facilities or in the Limited Common Areas which will result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

(e) Exterior Exposure of Building: Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Buildings, or in the Common Areas and Facilities or in the Limited Common Areas, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

(f) Animals: No birds, animals or insects shall be raised, bred or kept in any Condominium Unit, in the Common Areas and Facilities or in Limited Common Areas except that a maximum number of dogs, cats, or other domestic household pets may be kept in Condominium Units, subject to rules and regulations adopted by the Board, provided that they are not kept or maintained for any commercial breeding or showing purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to those restrictions upon three (3) days written notice from the Board. Pets permitted by this paragraph shall not be allowed to roam free or tied and confined by rope, cable or chain in the Limited Common Areas nor any portion of the Common Areas and Facilities. All pets permitted by this paragraph shall be restrained by an appropriate leash or cage when out-of-doors. No Owner shall have more than two (2) pets permitted by this paragraph in his Condominium Unit.

(g) Fireplace - Prohibition on Woodburning: In the event that any Condominium Unit contains a fireplace as depicted on the Plans or by subsequent addition of real estate, rebuilding of

destroyed Buildings or Owner additions or improvements, no Owner shall, nor permit a tenant to, burn wood or wood products. The use of artificial logs fueled by natural gas shall be permitted.

(h) Nuisances: No unlawful, immoral, noxious or offensive activity shall be carried on in any Condominium Unit, in the Common Areas and Facilities and in the Limited Common Areas; nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

(i) Parking Restrictions: No overnight vehicular parking shall be permitted on any street or roadway designated on the Plans. Such parking is permitted on a limited basis for the Owners and their guests but vehicles shall not remain parked from dusk to dawn. No Owner shall permit a boat or recreational vehicle to be parked anywhere on the Property, except within a Condominium Unit's attached garage.

(j) Impairment of Structural Integrity of Building: Nothing shall be done in any Condominium Unit, in, on or to the Common Areas and Facilities and the Limited Common Areas which will impair the structural integrity of a Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an annoyance or nuisance to the other Owners or occupants.

(k) Laundry or Rubbish: No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed

on any part of the Common Areas and Facilities and Limited Common Areas. The Common Areas and Facilities and the Limited Common Areas shall be kept free and clear of rubbish, debris and other waste all of which shall be kept only in enclosed sanitary containers (of such type, color, composition and design as may be determined by the Board), and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board. Permitted containers shall not be placed for removal more than twelve (12) hours before the scheduled time of pick-up by the sanitation contractor.

(l) Lounging or Storage in Common Areas and Facilities:

There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, vehicles, toys, benches or chairs on any part of the Common Areas and Facilities, except in accordance with their intended purpose, as defined by the Board from time to time.

(m) Prohibited Activities and Signs: Without prior written consent of the Board, no industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Condominium Unit therein. The right is reserved for the Declarants or their agent to place "For Sale" or "For Rent" signs



on any unsold or unoccupied Condominium Units, to rent the same, and to place such other signs on the Property, for the purpose of facilitating the disposal of Condominium Units by any Owners, mortgagee or the Board. No boats, campers, trucks or other vehicles, except for automobiles, shall be parked or stored outside of the garages.

(n) Alterations of Common Areas and Facilities: Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the written consent of the Board.

(o) Display of Model Units by Declarants: During the period in which sales of Condominium Units by the Declarants are in process, Declarants may occupy or grant permission to any person or entity to occupy, with or without rental, as they determine, one or more Condominium Units for business or promotional purposes, involving clerical activities, sales offices, model Condominium Units for display and the like.

#### ARTICLE VI INSURANCE

6.01. Acquisition by Association: The Association, acting through its Board, shall obtain a master casualty policy affording fire and extended coverage insurance insuring the Property in an amount equal to the full replacement value of the improvements that comprise the Common Areas and Facilities as determined by a qualified property and casualty insurer. The amount shall be determined and the insurance renewed annually. The expense, if any, of establishing the full replacement value shall be a Common Expense. Such insurance shall (1) provide that notwithstanding any

provisions thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to this Article, (2) contain a "Replacement Cost Endorsement", and (3) provide full coverage for replacement of any Condominium Unit regardless of what damage, if any, is sustained by any other Condominium Unit. Such insurance coverage shall be for the benefit of each Owner, and the Owner's mortgagee, if any. The proceeds shall be payable to the Association or the Board, who shall hold such proceeds as trustee for the individual Owners and mortgagees as their interests may appear. The proceeds shall be used or disbursed by the Board only in accordance with the provisions of this Article.

The Association, acting through its Board, shall obtain a master liability policy in the amount required by the Declaration, Bylaws or a resolution revised from time to time by the Board, which policy shall cover the Association, the Board, officers, managing agent and any and all other persons acting or who may come to act as agents of any of the foregoing with respect to the Association, Owners and all other persons entitled to occupy any Condominium Unit or other portion of the Property.

When the Association has obtained any policy of insurance, made subsequent changes thereto, or terminated the same, the Secretary of the Board of the Association shall notify each Owner or mortgagee whose interest may be affected thereby. Any mortgagee having any interest in the Property shall notify the

Association as to the nature and extent of the security interest claimed by it.

**6.02. Condemnation, Damage or Destruction and Restoration of Buildings:**

Insurance: In case of condemnation, fire or any other disaster the insurance indemnity shall, except as provided in the next succeeding paragraph of this section, be applied to reconstruct the Condominium Units.

In the event of complete or total destruction of all of the Buildings containing Condominium Units, the Buildings shall not be reconstructed, except by agreement of two-thirds (2/3) of all of the Owners, and of forty-nine percent (49%) of the holders of first lien mortgages on the Units; and the insurance proceeds, if any, shall be divided among the Owners in the percentage by which each owns an undivided interest in the Common Areas and Facilities and the Property shall be considered removed from the Act. A determination of complete and total destruction of the Buildings containing Condominium Units shall be made by a two-thirds (2/3) vote of all Owners at a special meeting of the Association called for that purpose.

In the event of fire or other casualty or disaster loss resulting in less than complete and total destruction of all Buildings containing Condominium Units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.

When insurance proceeds are not sufficient to cover the costs of repair or reconstruction and the Property is not to be

removed from the Act, the Owners shall contribute the balance of any such costs in the percentage by which an Owner owns an undivided interest in the Common Areas and Facilities as expressed in the Declaration. Such amount shall be assessed as part of the Common Expense and shall constitute a lien from the time of assessment as provided in the Act.

6.03. **Substantial Reconstruction:** Reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Condominium Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before.

#### ARTICLE VII SALE OF THE PROPERTY

7.01. **Voluntary Sale of Property:** The Owners by unanimous vote may elect to sell the Property as a whole. Such action shall be binding upon all Owners and eligible mortgage holders, and it shall thereupon become the duty of every Owner and eligible mortgage holder to execute and deliver such instruments, and to perform all acts as in a manner and form as may be necessary to effect such sale.

#### ARTICLE VIII REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

8.01. **Abatement and Enjoinment:** The violation of any rule, restriction, condition or regulation adopted by the Board, or the

breach or default of any covenant, Bylaw or provision contained herein in the condominium documents or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 8.02 below:

(a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarants, or their successors or assigns or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and,

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The Board shall be entitled to recover from a defaulting Owner, other than the Declarants, reasonable attorney fees and costs incurred in pursuing any of the remedies set forth in this paragraph.

Any Owner shall have the right and remedy to seek legal redress in a court of law to enjoin, abate or seek any other legal remedy against any other Owner or the Association for a breach or violation of these Rules or Regulations or terms of these condominium documents.

#### ARTICLE IX SALE OR MORTGAGE OF CONDOMINIUM UNIT BY OWNER

9.01. Sale: For the purpose of maintaining the congenial and residential character of the Property, and for the protection of

the Owners with regard to financially responsible residents, sale of a Condominium Unit by an Owner other than the Declarants shall be subject to the following conditions and restrictions.

The Owners, acting through the Board, shall have the right of first refusal to purchase any Condominium Unit which an Owner wishes to sell. Any Owner wishing to sell who receives a bona fide offer to purchase shall promptly give written notice to the Board of his desire to sell, together with the name and address of the intended purchaser, and the terms and conditions of such offer. Within ten (10) days after the receipt of such notice, the Board shall determine if it should recommend exercise of the right to purchase or waive the right to purchase. In the event the Board elects to waive the right to purchase, a certificate in recordable form, executed by the President or Secretary of the Board, certifying that the Board has waived its right to purchase, shall be delivered to the Owner, who may then proceed to sell and convey his Condominium Unit to that person upon the same terms and conditions as set forth in the Owner's notice to the Board. In the event the sale is not completed within one hundred eighty (180) days following the date of such certificate, then the Condominium Unit shall again become subject to the Board's right of first refusal as herein provided.

In the event the Board deems it advisable to exercise the right to purchase the Condominium Unit, then it shall give written notice thereof to the Owner and shall, within fourteen (14) days following the receipt of such notice from the Owner wishing to sell, call a meeting of all the Owners for the purpose of voting

upon the proposed purchase. If the recommendation of the Board to purchase such Condominium Unit is approved by no less than seventy-five percent (75%) in the aggregate of the total votes, then the Board shall proceed to purchase the Condominium Unit from the Owner upon the same terms and conditions contained in the offer. The purchase price for the Condominium Units shall be considered to be a Common Expense and borne by the Owners; provided, however, that the Owner who has made the offer to sell his Condominium Unit shall not be assessed for or required to pay his pro rata share of the expense incurred in the purchase of the Condominium Unit.

Legal title to the Condominium Unit shall be conveyed to the Association as an entity or to those persons then serving as Board, as trustees for the benefit of the Owners, whichever the Board, in their sole discretion, deem appropriate.

In the event that the proposed purchase is not approved by the required percentage of the Owners as set out above, then the Board, through the President or Secretary, shall promptly deliver a certificate in recordable form to the Owner who may proceed to sell his Condominium Unit under the same terms and conditions as if the Board had not elected to recommend the exercise of the right of the Association to purchase.

If, for any reason, either the Board or the Owners shall fail to act on the right of first refusal; within the time periods herein provided, then the right of first refusal shall be deemed to have been waived.

If the Board shall purchase a Condominium Unit in accordance with this Article, the Board shall have the authority at

any time thereafter to sell or lease the Condominium Unit upon the terms and conditions as the Board shall, in their sole direction, deem desirable, without application to or approval of the Owners. The proceeds of any such sale shall be returned to the Owners in the same percentage as they had contributed to the purchase. In the event the Board elects to lease such Condominium Unit, then the lease rental payments shall be applied against the Common Expense.

Any sale or attempted sale by an Owner of his Condominium Unit, except in accordance with the provisions of this Article, shall be void; provided, however, that any certificate waiving the right to purchase executed by the Board and delivered to an Owner as provided by this Article may be relied upon by any purchaser or mortgagee and shall, with respect to such purchaser or mortgagee, be absolutely binding upon the Board and the Owners unless such purchaser or mortgagee has actual knowledge that the certificate was procured fraudulently or by reason of a misrepresentation of a material fact.

**9.02. Limitations to Mortgagee:** With respect to a mortgagee that is a bank, life insurance company, savings and loan association, or other recognized institutional lender, or is the Declarants, the provisions of paragraph 9.01 of this Article shall be limited in their application as follows:

- (i) The provisions of paragraph 9.01 shall not be applicable to the conveyance of a Condominium Unit to such mortgagee as a result of a foreclosure of its mortgage or a conveyance in lieu thereof or to the conveyance of a Condominium Unit to any person at a public sale in the manner provided by law with respect to mortgage foreclosures. The provisions of paragraph 9.01 shall be applicable to and binding upon such mortgagee or other person so



obtaining title to a Condominium Unit with respect to any subsequent transfer or conveyance of the Condominium Unit.

The provisions of this paragraph 9.02 may not be amended without the consent of all of such mortgagees.

#### ARTICLE X INCORPORATION OF ASSOCIATION

10.01. Association of Owners; Declarants' Initial Rights: In order to provide for the maintenance, repair, replacement, administration and operation of the Property, there has been created a not-for-profit corporation, Maple Lake Condominiums Association, Inc., whose membership shall be comprised of and limited to Owners. The Corporation shall have one class of members. Each Owner shall have one vote on any issue before the Association for each Unit owned. Any joint ownership of any Unit shall be entitled to one vote and each multiple ownership shall annually notify the Association of the name of the person who is to cast the vote.

All members of the Corporation shall abide by the rules and regulations of the Corporation. The operation of the Corporation is more fully described in its Articles of Incorporation which were filed in the office of the Secretary of State of the State of Indiana on February 10, 1997. Each Owner shall be a member of the Corporation, but membership shall terminate when such member ceases to be an Owner. The Corporation shall elect a Board of Directors in accordance with and as prescribed by its Bylaws.

Until Declarants shall have consummated the sale of more than seventy-five percent (75%) of the original Condominium Units initially contemplated, the Declarants, or their nominee shall exercise the powers, rights, duties and functions of the Board; provided, however, that Declarants may elect not to relinquish such powers, rights, duties and functions until consummating the sale of all Condominium Units, said date being herein referred to as the "Transition Date". Prior to said Transition Date, the Declarants may appoint advisory members of the Board from the existing membership of the Corporation to promote the efficient and orderly transfer of authority when all Condominium Units are sold and the Declarants no longer have a right of control of the Board. Upon the sale of more than seventy-five percent (75%) of the Units, then Declarants' authority over the Board shall be void and be transferred no later than four (4) months thereafter.

**10.02. Waiver of Damages:** Neither the Declarants, nor their representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration, or in the Declarants' (or their partners' or their respective representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, occupant or the Board or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise from contract or negligence. Without limiting the generality of the foregoing, the foregoing enumeration

includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act of neglect of any Owner, occupant, the Board, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, and the like); provided, however, the terms of any written warranty of the Declarants (or their partners or their respective representatives or designees) given in connection with the sale by the Declarants of any Condominium Unit shall prevail over the terms and conditions of this paragraph 10.02.

**10.03. Amendments to Declaration:** The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total ownership and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Condominium Unit, not less than ten (10) days prior to the date of such affidavit and have in writing approved such actions (except that Sections 10.01 and 10.02 may not be changed or amended without the written consent of the Declarants and Section 9.02 may not be changed or amended except as therein provided). Such change, modification or rescission shall be effective upon the recordation

of such instrument in the Office of the Recorder of Jasper County, Indiana, provided however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. No amendment to this Declaration shall be adopted which changes the percentage interest with respect to any Condominium Unit without the approval of all Owners.

**10.04. Special Amendments by the Declarants:** The Declarants reserve the right, and are hereby granted the consent of each Owner, to execute and record special amendments to this Declaration to comply with the requirements of what is commonly referred to as the secondary mortgage market (such as Federal National Mortgage Association, Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Veterans Administration, or any governmental agency, public agency, or quasi-public entity), in order to induce any of such agencies or entities to make, purchase, sell, insure, guarantee, or otherwise deal with first mortgages covering Condominium Units. The Declarants' rights to make special amendments shall terminate on the Transition Date, as defined in Section 10.01 hereof.

**10.05. Supplemental Declarations by the Declarants:** Subject to the limitations contained in this Declaration, the Declarants reserve the right, and are hereby granted the consent of each Owner, to execute and record supplemental declarations as amendments to this Declaration.

**10.06. Interpretation of Declaration:** The provisions of this Declaration shall be liberally construed to effectuate its purpose

of creating a uniform plan for the development and operation of a fine quality condominium dwelling development.

**10.07. Indemnity to Board Members:** The members of the Board and the officers thereof shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The Association shall indemnify and hold harmless each such member or officer against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration, or in violation of any resolution adopted by the Owners or Board of Directors. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any Owner arising out of any contract made by such members, or officers, or out of the aforesaid indemnity, shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Areas and Facilities bears to the total percentage of all the Owners in the Common Areas and Facilities. Each agreement made by such members or officers on behalf of the Association shall be executed by such members or officers on behalf of the Association as agents for the Association or for the Board.

**10.08. Association's Books and Records:** All records of the Association shall be maintained at its corporate office. The records shall be kept updated and current to reflect the meeting and actions of the Association and shall include all corporate records required by the State, all accounting records and tax

filings and other financial information which concern the payment of payment of bills and sources of income. All records of the Association shall be available during business hours for review and copying by any Unit Owner, its insurer, lender of purchaser money security or guarantors thereof.

10.09. **Fidelity Bond:** The Board shall require of any person receiving or accepting monies on behalf of the Association or authorized to sign checks for or on behalf of the Association to obtain a personal security or fidelity bond in a penal sum acceptable to the Board, but not less than One Hundred Thousand Dollars.

10.10. **First Lien Holder's Rights:**

(a) *Notices of Action.* A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the Unit number), will be entitled to timely written notice of:

(1) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Owners Association appertaining to any Unit or (iv) the purposes to which any Unit or the common elements are restricted;

(2) Any proposed termination of the condominium regime;

(3) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(4) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

(5) Any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.

#### ARTICLE XI CONSTRUCTION OF DECLARATION

11.01. Severability: The provisions of this Declaration shall be severable and no provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained therein.

11.02. Number and Gender: The use of any particular gender or the plural or singular number is intended to include the other gender or number as the text of this Declaration may require for interpretation and enforcement.

ARTICLE XII RECORDING

12.01. Plans: The plans and specifications for the Maple Lake Condominiums, the Plans, attached hereto as Exhibit "C", are being filed in the Office of the Recorder of Jasper County, Indiana, concurrently with the filing of this Declaration, and are recorded at ~~Plot File No.~~ PSF Rec. 3 pg. 324 12-19-97.

IN WITNESS WHEREOF, the Declarants have caused this Declaration to be executed this 17<sup>th</sup> day of December, 1997.

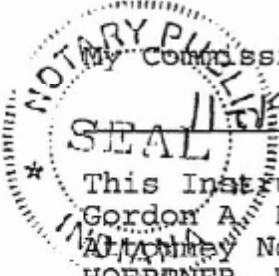
Maple Lake Development Company, LLC

By: [Signature]  
Randall L. Culp

STATE OF INDIANA )  
                  Jasper ) SS:  
COUNTY OF ~~PORTER~~ )

Before me, a Notary Public, in and for said County and State, this 17<sup>th</sup> day of December, 1997, personally appeared Randall E. Culp, member of Maple Lake Development Company, LLC, who acknowledged the execution of the above and foregoing Declaration.

[Signature]  
Notary Public Scott J. Lucero  
County of Residence: Jasper



My Commission Expires: 11-19-99

This Instrument Prepared By:  
Gordon A. Etzler  
Attorney No. 6743-64  
HOEPPNER, WAGNER & EVANS  
103 E. Lincolnway, P.O. Box 2357  
Valparaiso, Indiana 46384  
Telephone: (219) 464-4961



STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

MAPLE LAKE CONDOMINIUM ASSOCIATION, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin February 10, 1997.

97 FEB 18 10:30 AM



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Tenth day of February , 1997.

*Sue Anne Gilroy*  
SUE ANNE GILROY, Secretary of State

*[Signature]*  
Deputy

ARTICLES OF INCORPORATION  
OF

APPROVED  
AND  
FILED  
IND. SECRETARY OF STATE

MAPLE LAKE CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act"), executes the following Articles of Incorporation:

ARTICLE I

The name of the Corporation shall be:

Maple Lake Condominium Association, Inc.

ARTICLE II

Purpose

Section 1:

To form an organization for the owners and residents of units of Maple Lake Condominiums, a condominium development located in Jasper County, Indiana, to primarily provide for the acquisition, management, maintenance and care of association common area property and to promote the recreation, health, safety and welfare of said owners and residents.

Section 2:

To own, maintain and administrate community properties and facilities, to administrate and enforce covenants and restrictions applying to property within the Maple Lake Condominium development and to collect and distribute assessments and charges therefor.

Section 3:

To engage in any and all activities related or incidental to the foregoing including but not limited to the powers to acquire, own, hold, use, sell, lease, mortgage or pledge any property, real or personal, tangible or intangible, legal or equitable; to loan or invest its own money upon such security or in such securities as may from time to time be determined by its Board of Directors.

Section 4:

To do any and all things necessary, convenient or expedient, as permitted by the "Act" for the accomplishment of any of the purposes or the furtherance of any of the powers hereinabove set forth either alone or in association with other corporations, firms or individuals.

Section 5:

No part of the net earnings of the corporation (other than by acquiring, constructing, or providing management, maintenance, and care of association property and other than by a rebate of excess membership dues, fees or assessments) shall inure to the benefit of, or be distributable to its members, trustees, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these articles.

Section 6:

Notwithstanding any other provision of these articles, the corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 or corresponding provisions of any future provisions of the Internal Revenue Code.

ARTICLE III

Type of Corporation

This Corporation is a mutual benefit corporation, which is organized for its members to operate the common property of the condominium.

ARTICLE IV

Resident Agent and Principal office

Section 1. Resident Agent:

The name and address of the Corporation's Resident Agent for service of process is:

Randall L. Culp  
11530 Sandpiper Drive  
P. O. Box 633  
DeMotte, IN 46310

The address of the Corporation's Registered Office for service of process is:

11530 Sandpiper Drive  
P. O. Box 633  
DeMotte, IN 46310

Section 2. Principal Office:

The post office address of the principal office of the Corporation is:

11530 Sandpiper Drive  
P. O. Box 633  
DeMotte, IN 46310

ARTICLE V

Membership

Section 1. Membership:

The Corporation will have members who are the owners of residential living units in the condominium.

Section 2. Classes:

There shall be only one general class of membership.

Section 3. Rights, Preferences, Limitations, and Restrictions of Classes:

All members of the Corporation shall have the same rights, preferences, limitations and restrictions.

Section 4. Voting Rights of Classes:

Each living unit owner shall be entitled to one vote at all meetings of the members so long as any membership fee or fees which the Board of Directors may establish, have been paid for the period specified by the bylaws.

Section 5. Restrictions of Members:

Each member of the Corporation agrees to abide by the Bylaws of the Corporation and all other rules and regulations adopted by the Board of Directors. Any member who shall fail to comply with the requirements of the Bylaws or the rules and regulations made pursuant thereto shall, if the Board of Directors by majority vote so determine, forfeit his membership vote and suspend during default any and all rights and privileges

in the Corporation and use of its property, provided that the member not be terminated or suspended, except under a procedure that is fair and reasonable and carried out in good faith in accordance with the "Act". Membership dues may be assessed as authorized by the Board of Directors.

## ARTICLE VI

### Directors

#### Section 1. Number of Directors:

The initial Board of Directors is composed of two (2) members. If the exact number of Directors is not stated, the minimum number shall be two (2) and the maximum number shall be five (5), provided, however, that the exact number of Directors shall be prescribed from time to time in the Bylaws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM BE LESS THAN TWO (2).

#### Section 2. Names and Post Office Addresses of the Initial Board of Directors are:

Randall L. Culp  
11530 Sandpiper Drive  
P. O. Box 633  
DeMotte, IN 46310

Holly E. Culp  
11530 Sandpiper Drive  
P. O. Box 633  
DeMotte. IN 46310

#### Section 3. Qualifications of Directors:

Directors of the Corporation must be members of the Corporation.

#### Section 4. Vacancies in the Board of Directors:

Any vacancy occurring on the Board of Directors caused by a death, resignation or otherwise, shall be filled at the next annual meeting through a vote of a majority of the remaining members of the Board.

ARTICLE VII

Incorporator

The name and Post Office Address of the incorporator of the Corporation is as follows:

Randall L. Culp  
11530 Sandpiper Drive  
P. O. Box 633  
DeMotte, IN 46310

ARTICLE VIII

Statement of Property and Value

A statement of the property and an estimate of the value thereof to be taken over by the Corporation at or upon its incorporation is as follows:

Common property of the condominium valued at One Hundred Thousand Dollars (\$100,000.00).

ARTICLE IX

Provisions for Regulation and  
Conduct of the Affairs of Corporation

Section 1. Prohibition of Distribution to Private Person:

No part of the net earnings of the Corporation shall inure to the benefit of, its members, Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in its Articles of Incorporation hereof.

Section 2. Prohibition of Legislative and Political Activity:

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

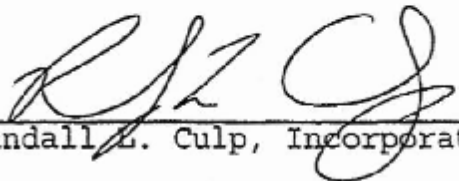
ARTICLE X

Distribution of Assets on  
Dissolution or Final Liquidation

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the benefit of the members as set forth in the Declaration of Condominiums.

I hereby verify, subject to penalties of perjury, that the facts contained herein are true.

Date: 1-30-97

  
Randall L. Culp, Incorporator

This Instrument Prepared By:  
Gordon A. Etzler  
HOEPPNER, WAGNER & EVANS  
103 E. Lincolnway, P.O. Box 2357  
Valparaiso, Indiana 46384  
Telephone: (219) 464-4961  
Attorney #6743-64

BY-LAWS  
OF  
MAPLE LAKE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
Identification

Section 1.01. Name. The name of the Corporation is **Maple Lake Condominium Association, Inc.** (hereinafter referred to as the "Corporation"), a nonprofit organization pursuant to the laws of the State of Indiana.

Section 1.02. Principal Office and Resident Agent. The post office address of the principal office of the Corporation is 11530 Sandpiper Drive, P. O. Box 633, DeMotte, Indiana 46310; the name and post office address of its Resident Agent in charge of such office is Randall L. Culp, 11530 Sandpiper Drive, P. O. Box 633, DeMotte, Indiana 46310. The location of the principal office of the Corporation or the designation of its Resident Agent, or both, may be changed at any time, or from time to time, when authorized by the Board of Directors by filing such change with the Secretary of State, on or before the day any such change is to take effect, or as soon as possible after the death of its Resident Agent, or other unforeseen termination of its agent.

Section 1.03. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December next succeeding.

Section 1.04. Definitions. The definitions and terms as defined and used in the Declaration of Property Ownership of **Maple Lake Condominiums** recorded in the Office of the Recorder of Jasper County, Indiana, as Instrument No. 18489 PSF Rec. 3 pg. 324 12-19-97 (hereinafter referred to as the "Declaration"), shall have the same meaning in these By-Laws and reference is specifically made to Paragraph 1 of the Declaration containing definitions of terms.



## ARTICLE II

### Membership

Section 2.01. Classes. There shall be one class of Members, as follows:

Every person or entity, except Declarant who is an Owner in accordance with the definition of Owner in the Declaration or Other Declarations.

Section 2.02. Rights, Preferences, Limitations, and Restrictions of Members. All Members shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other Members. All Members shall abide by the Articles of Incorporation, the Code of By-Laws, the rules and regulations adopted by the Board of Directors and all covenants, restrictions and other provisions contained in the Declaration.

Section 2.03. Membership Certificate. Each member of the Corporation shall be entitled to a membership certificate signed by the President and attested by the Secretary stating that he is a member of the Corporation and designating the class of membership and containing such other information as may be required by law. The form of membership certificate shall be prescribed by resolution of the Board of Directors. Membership certificates shall not be transferable except as herein provided.

Section 2.04. Termination of Membership. Membership shall automatically terminate when such person ceases to be an Owner and such membership shall be transferred to the new Owner.

## ARTICLE III

### Meetings of Corporation

Section 3.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Corporation shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of assessment and fees and see to the payment of Common Expenses, and for such other purposes as may be required by the Declaration, the Articles or these By-Laws.

Section 3.02. Annual Meetings. The annual meeting of the Members of the Corporation shall be held on the fourth Tuesday of January in each calendar year. At the annual meeting the Members shall elect the Board of Directors of the Corporation in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.03. Special Meetings. A special meeting of the Members of the Corporation may be called by resolution of the Board of Directors or upon a written petition of the Members who have not less than a majority of the Vote. The resolution or petition shall be presented to the President or Secretary of the Corporation and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 3.04. Notice and Place of Meetings. All meetings of the Members of the Corporation shall be held at any suitable place in Jasper County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and in the case of a special meeting or when otherwise required by law the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each Member of record at such address as appears on the records of the Corporation, and if applicable, to any mortgagee of a Unit at the address as it appears on the records of the Corporation.

Section 3.05. Waiver of Notice. Notice of any meeting may be waived in writing by any Member if the waiver sets forth in reasonable detail the time, and place of the meeting and the purposes thereof. Attendance at any meeting in person, or by proxy, shall constitute a waiver of notice of such meeting.

Section 3.06. Voting Rights. A Member shall be entitled to one (1) vote for each Unit owned on any matter submitted to a

vote of the Members, provided, however, each Unit represented shall have only one (1) vote as the Owners owning such Unit determine in accordance with Section 3.07 of these By-Laws.

Section 3.07. Multiple Owner. An Unit owned by more than one person may have one (1) voting representative entitled to cast the vote allocable to such Unit. At the time of acquisition of title to a Unit by a multiple owner or a partnership making such owners Members, those persons constituting such owners or the partners shall file with the Secretary of the Corporation an irrevocable proxy appointing one of such persons or partners as the voting representative for such Unit, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting, or meetings, pursuant to Section 3.09 of these By-Laws, which shall constitute a permanent relinquishment of his rights to act as voting representative of the Unit.

Section 3.08. Voting by Corporation or Trust. Where a corporation or a trust is the Owner or is otherwise entitled to vote the trustee may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly entitled by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

Section 3.09. Voting by Proxy. A Member may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy the Member shall duly designate his attorney-in-fact in writing delivered to the Secretary of the Corporation prior to commencement of the meeting.

Section 3.10. Quorum. Except where otherwise expressly provided in the Declaration, the Articles or these By-Laws, at any meeting of the Members a majority of the Members entitled to vote represented thereat in person or by proxy shall constitute a quorum.

Section 3.11. Conduct of Meeting. The Chairman of the meeting shall be the President of the Corporation. He shall call the meeting to order at the duly designated time and business will be conducted in the following order:

- (a) Reading of minutes. The Secretary shall read the minutes of the last annual meeting

and the minutes of any special meeting held subsequent thereto.

(b) Treasurer's report. The Treasurer shall report to the Members concerning the financial condition of the Corporation and answer relevant questions of the Members concerning the common expenses and financial report for the prior year and the proposed budget for the current year.

(c) Budget. The proposed budget for the current calendar year shall be presented to the Members for approval or amendment.

(d) Election of Board of Directors. Nomination for the Board of Directors may be made by any Member from those persons eligible to serve. Such nomination shall be in writing and presented to the Secretary of the Corporation at least ten (10) days prior to the date of the annual meeting. Voting for the Board of Directors shall be by paper ballot. Ballots shall contain the name of each person nominated to serve as a Board member. Each member may cast his vote to which he is entitled for as many nominees as are to be elected; however he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting member shall sign his ballot.

(e) Other business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation at least ten (10) days prior to the date of the meeting; provided however, such written request may be waived at the meeting if agreed by a majority of Members.

#### ARTICLE IV

##### Board of Directors

Section 4.01. Number. The number of Directors of the Corporation shall be a minimum of two (2) and a maximum of five (5).

Section 4.02. Initial Board of Directors. The initial Board of Directors shall be Randall L. Culp and Holly E. Culp, all of whom are appointees of Declarant. The initial Board shall hold office until the Applicable Date as defined in Paragraph \_\_\_\_\_ of the Declaration.

Section 4.03. Qualification and Election of Directors. All Directors shall be Members of the Corporation at the time of their election to office and during their term of office as Directors. The Directors other than the initial Board of Directors shall be elected at each annual meeting of the Corporation by the Members and shall hold office for the term of one year or until their successors have been duly elected and qualified. Any vacancy or vacancies occurring on the Board of Directors shall be filled by vote of a majority of the remaining Directors or by vote of the Members if a Director has been removed in accordance with Section 4.04 of these By-Laws. Any Director elected to fill such vacancy shall serve for the unexpired term of the Director whose vacancy is thus filled. Except as otherwise provided in the case of Declarant, no Owner may be represented on the Board of Directors by more than one person.

Section 4.04. Removal of Director. A Director or Directors other than the initial Board of Directors may be removed with or without cause by vote of a majority of the voting members at a special meeting of the Members duly called and constituted. In such case, the successor shall be elected at the same meeting from eligible members nominated at the meeting. The Director so elected shall serve until the next annual meeting of the Members or until his successor is duly elected and qualified.

Section 4.05. Duties of the Board of Directors. The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors shall provide for the maintenance, upkeep and replacement of the Common Area and the Limited Use Area and to the extent not the obligation of Owners, the Dwelling Units, and the collection of assessments and fees and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) Protection, surveillance and replacement of the Common Area;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Area;
- (c) Landscaping, painting, decorating and furnishing of the Common Area, and the exterior of the buildings, garages and walls;

(d) Surfacing, paving and maintaining streets, parking areas, garages and sidewalks that are a part of the Common Area;

(e) Provide interior maintenance upon each Dwelling Unit in accordance with the provisions of the Declaration.

(f) Assessment and collection from the Members of the Member's pro rata share of the Common Expenses;

(g) Preparation of an annual budget, a copy of which will be mailed or delivered to each Member at the same time as the notice of annual meeting is mailed or delivered;

(h) Preparing and delivering annually to the Members a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Member simultaneously with delivery of the annual budget;

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

Section 4.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

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

(c) To procure for the benefit of the Members fire and extended coverage insurance covering all improvements in the Common Area to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation



insurance, if necessary, for the benefit of the Members and the Corporation;

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

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

(f) To open and maintain a bank account or accounts in the name of the Corporation;

(g) To maintain a special fund for replacement and repair of Common Area and to set the amount to be assessed to each Member;

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

Section 4.07. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority vote of the Members, except in the following cases:

(a) Contracts for replacing or restoring portions of the Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Members at the annual meeting;

(c) Expenditures by the initial Board of Directors prior to the first annual meeting of the Corporation.

Section 4.08. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Members.

Section 4.09. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the Members at the place where such meeting of the Members was held. This meeting shall be held for the purpose of electing or re-electing officers of the Corporation and consideration of any other business that may be brought before the meeting. No notice shall be necessary for the holding of this annual meeting.

Section 4.10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of the regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

Section 4.11. Special Meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. Persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail at least three (3) days prior to the date of such special meeting, give notice to the Board members. Notice of the meeting shall contain a statement of the purpose for which the meeting was called. Such meeting shall be held at such place and at such time in Jasper County, Indiana, as shall be designated in the notice.

Section 4.12. Waiver of Notice. Before any meeting of the Board, any Director may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall as to such Director constitute waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

Section 4.13. Quorum. A majority of the entire Board of Directors shall be necessary to constitute a quorum for the transaction of any business and the action of a majority of the Directors present at any meeting at which a quorum is present shall be the decision of the Board of Directors unless the decision of a greater number is required by law, the Declaration, the Articles of Incorporation or these By-Laws.

Section 4.14. Bond. The Board of Directors may require the Treasurer and such other officers as the Board deems necessary to give bond, indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be provided by these



By-Laws or the Board of Directors, and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board.

## ARTICLE V

### Officers

Section 5.01. Officers of the Corporation. The principal officers of the Corporation shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 5.02. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 5.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Members as he may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe.

Section 5.04. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 5.5. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Corporation and such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Corporation.

Section 5.06. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Members an Assistant Secretary and Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 5.07. Delegation of Authority. In the case of the absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer to any other officer or to any Director, for the time being, provided a majority of the entire Board concurs therein.

## ARTICLE VI

### Assessments

Section 6.01. Assessments. The assessments and payment of assessments shall be in accordance with the procedure outlined in the Declaration.

## ARTICLE VII

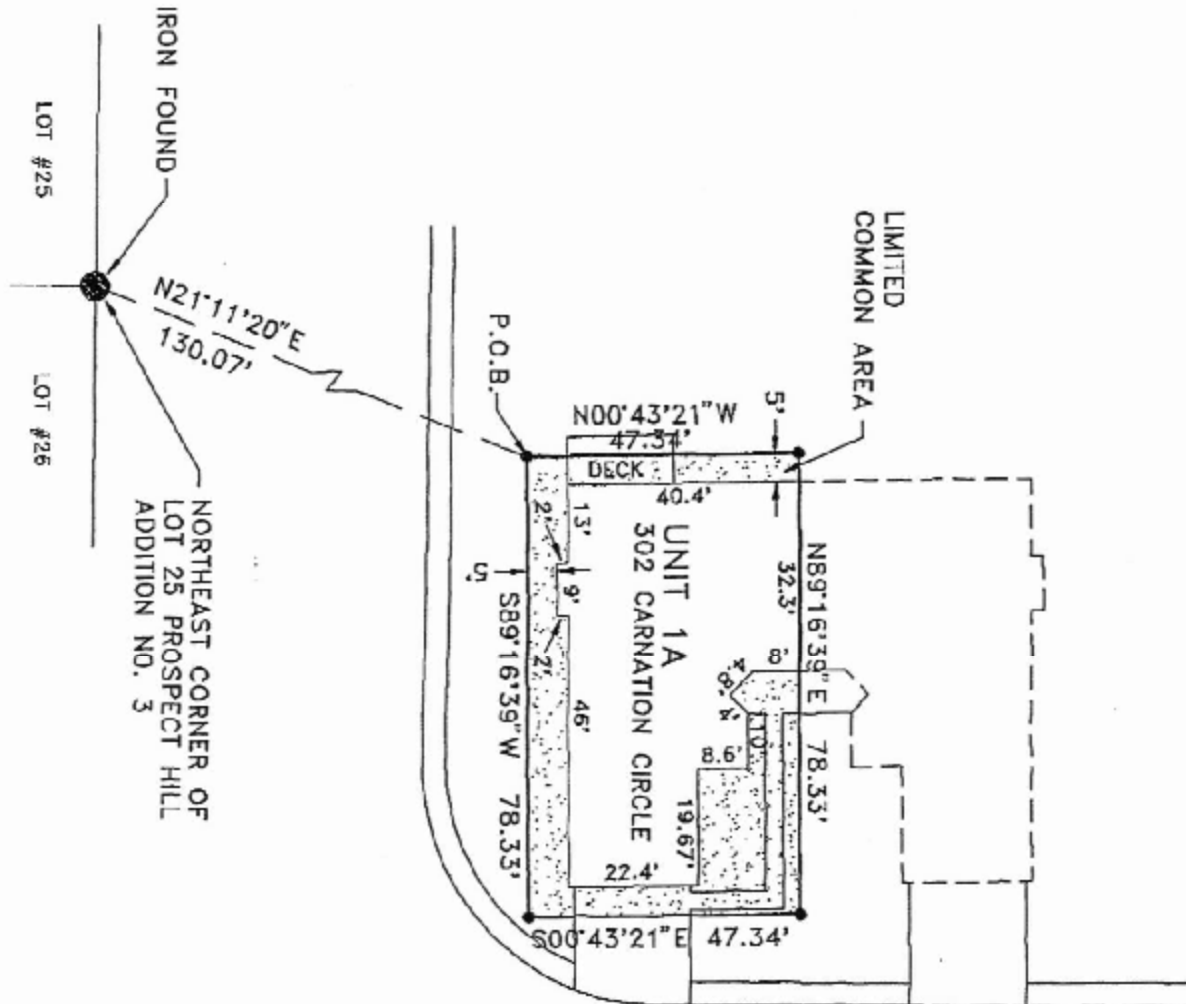
### Contracts, Checks, Notes, Etc.

Section 7.01. All contracts and agreements entered into by the Corporation, and all checks, drafts, and bills of exchange, and orders for the payment of money, shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors or unless otherwise required by law, be signed by the President, or in his absence, the Treasurer. Any one of the documents heretofore mentioned in this Section for use outside the ordinary course of the business of the Corporation, or any notes or bonds of the Corporation shall be executed by and require the signature of both the President and Secretary.

## ARTICLE VIII

### Amendments

Section 8.01. The power to make, alter, amend or repeal these By-Laws is vested in the Board of Directors of the Corporation, but such action shall be taken only at a meeting of such Board specifically called for such purpose. The affirmative vote of the majority of all the Directors shall be necessary to effect any such changes in these By-Laws, unless otherwise provided in the Articles, these By-Laws or the Declaration; provided, however, in the event of any conflict between these By-Laws or the Articles and the terms and conditions contained in the Declaration, the Declaration shall govern.



SCALE: 1" = 30'



DATE	REVISION

ENGINEERING • URBAN AND REGIONAL PLANNING  
 ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
 113 LINCOLN WAY WEST, SUITE 200    MISHAWAKA, INDIANA 48544  
 PHONE: (219) 255-8502    FAX: (219) 255-8833

DATE: 12-05-97  
 JOB NAME: 734C1A  
 SHEET 1 OF 2

**UNIT 1A**  
 302 CARNATION CIRCLE  
 MAPLE LAKE ESTATES

**DESCRIPTION: Maple Lakes Estates  
Unit 1A**

A Parcel of land being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 32 North, Range 7 West, Keener Township, Jasper County, Indiana and being more particularly described as follows:

Commencing at the Northeast corner of lot 25 in Prospect Hill Addition No. 3, as recorded in Plat Book 1, Pages 1 & 2, in the Office of the Recorder in Jasper County, Indiana; thence North 21° 11' 20" East, a distance of 130.07 feet to the Point of Beginning; thence North 00° 43' 21" West, a distance of 47.34 feet; thence North 89° 16' 39" East, a distance of 78.33 feet; thence South 00° 43' 21" East, a distance of 47.34 feet; thence South 89° 16' 39" West, a distance of 78.33 feet to the Point of Beginning.

Subject to any easements, covenants or restrictions of record.

DATE	BY

ENGINEERING • URBAN AND REGIONAL PLANNING  
ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL

**BOSH DESIGN GROUP, INC.**

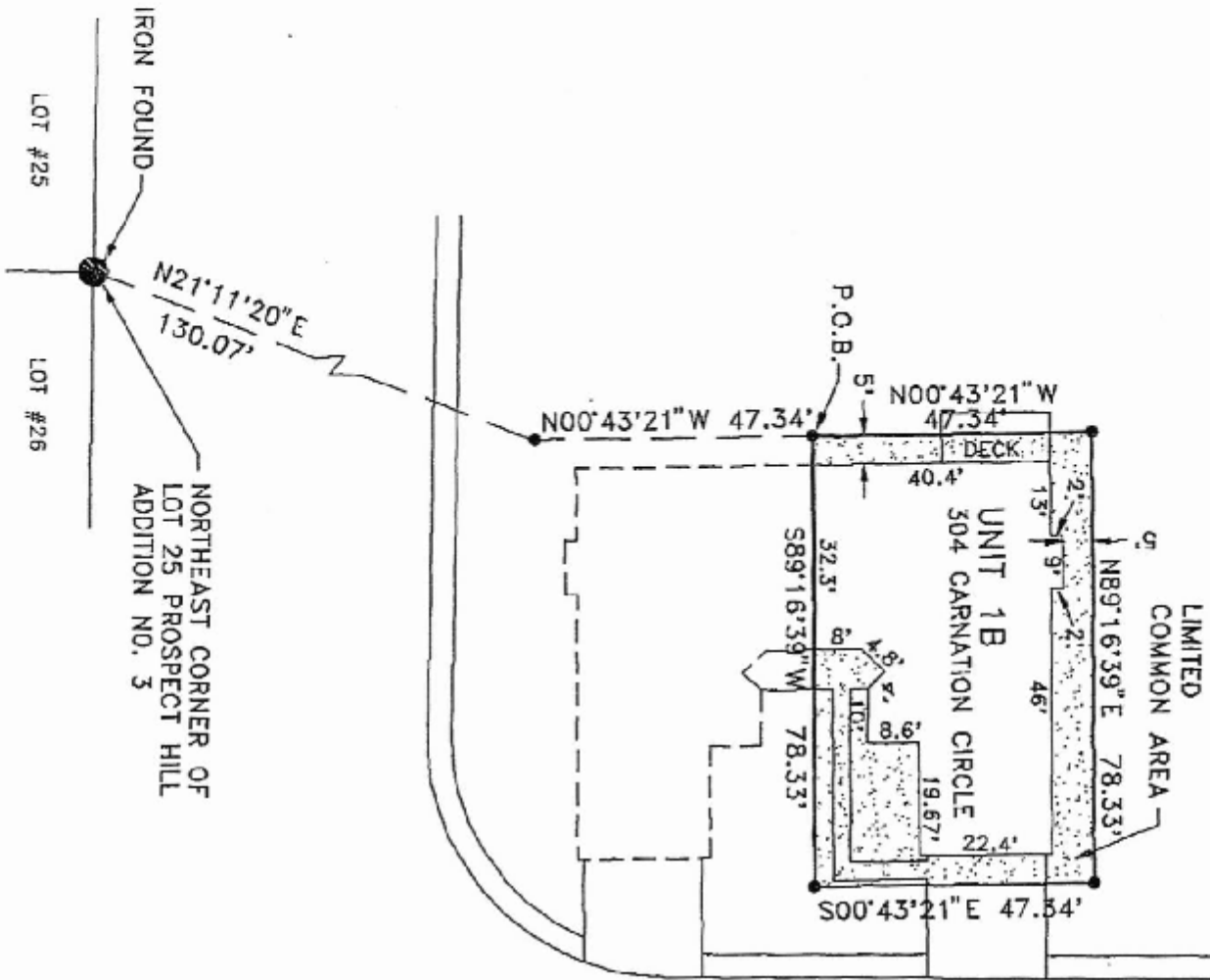
113 LINCOLN WAY WEST, SUITE 200      MISHAWAKA, INDIANA 46544  
PHONE: (219) 255-8502                      FAX: (219) 255-8633

DATE:  
12-08-97

JOB NAME:  
734LEG1A

SHEET 2  
OF 2

**UNIT 1A**  
**302 CARNATION CIRCLE**  
**MAPLE LAKE ESTATES**



SCALE: 1" = 30'



DATE	BY

ENGINEERING • URBAN AND REGIONAL PLANNING  
 ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
 113 LINCOLN WAY WEST, SUITE 200    MISHAWAKA, INDIANA 46544  
 PHONE: (219) 255-8502                      FAX: (219) 255-8633

DATE:  
12-05-97  
 JOB NAME:  
734C1B  
 SHEET 1  
 OF 2

**UNIT 1B**  
 304 CARNATION CIRCLE  
 MAPLE LAKE ESTATES

DESCRIPTION: Maple Lakes Estates  
Unit 1B

A Parcel of land being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 32 North, Range 7 West, Keener Township, Jasper County, Indiana and being more particularly described as follows:

Commencing at the Northeast corner of lot 25 in Prospect Hill Addition No. 3, as recorded in Plat Book 1, Pages 1 & 2, in the Office of the Recorder in Jasper County, Indiana; thence North 21° 11' 20" East, a distance of 130.07 feet; thence North 00° 43' 21" West, a distance of 47.34 feet to the Point of Beginning; thence North 00° 43' 21" West, a distance of 47.34 feet; thence North 89° 16' 39" East, a distance of 78.33 feet; thence South 00° 43' 21" East, a distance of 47.34 feet; thence South 89° 16' 39" West, a distance of 78.33 feet to the Point of Beginning.

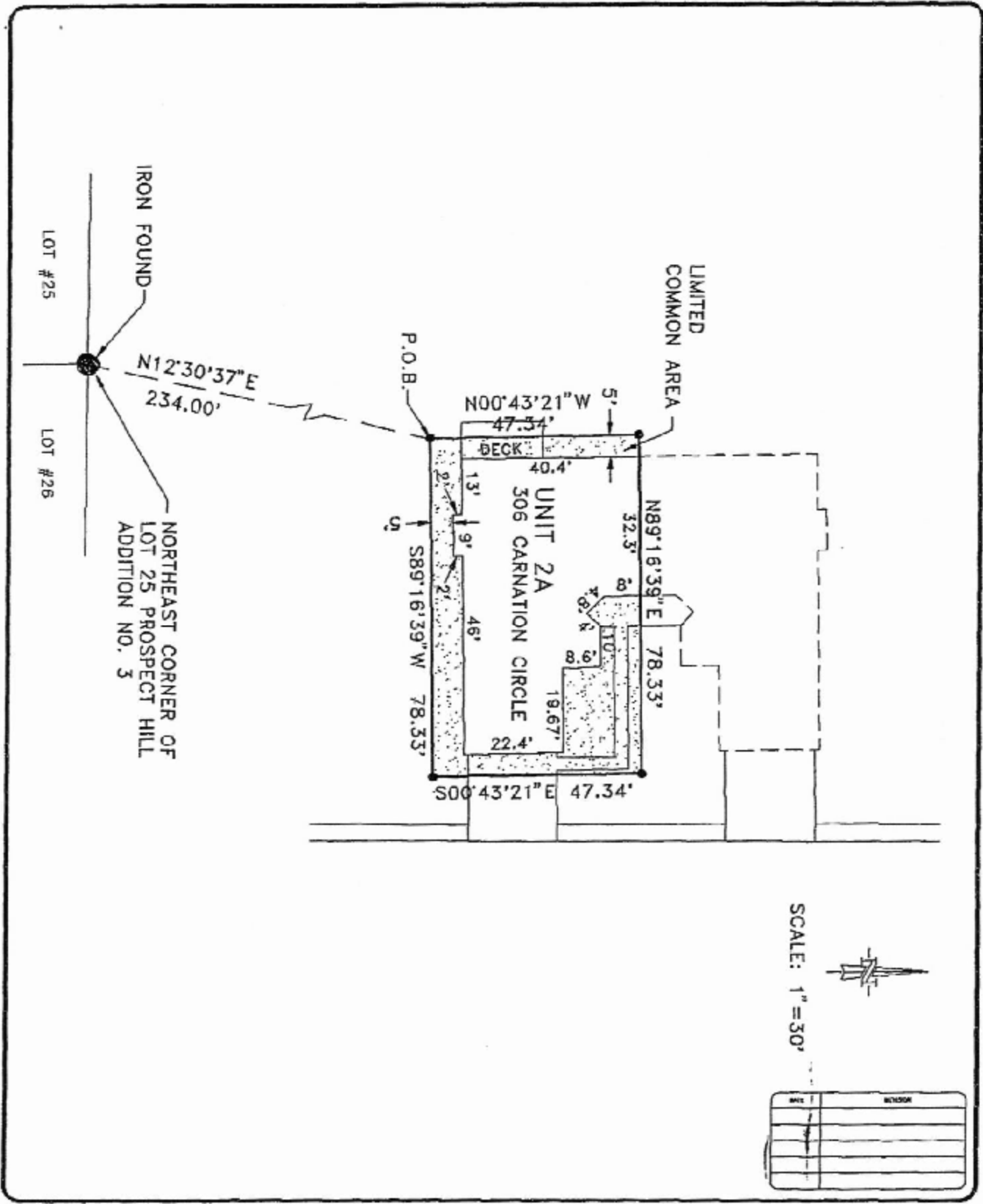
Subject to any easements, covenants or restrictions of record.

DATE	BY

ENGINEERING • URBAN AND REGIONAL PLANNING  
ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
113 LINCOLN WAY WEST, SUITE 200      WISHAWAKA, INDIANA 46544  
PHONE: (219) 255-0502      FAX: (219) 255-8633

DATE:  
12-08-97  
JOB NAME:  
734LEG1B  
SHEET 2  
OF 2

UNIT 1B  
304 CARNATION CIRCLE  
MAPLE LAKE ESTATES



ENGINEERING • URBAN AND REGIONAL PLANNING  
 ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
 113 LINCOLN WAY WEST, SUITE 200    MISHAWAKA, INDIANA 48544  
 PHONE: (219) 255-8502    FAX: (219) 255-8833

DATE:  
12-05-97  
 JOB NAME:  
734C2A  
 SHEET 1  
 OF 2

**UNIT 2A**  
 306 CARNATION CIRCLE  
 MAPLE LAKE ESTATES



DESCRIPTION: Maple Lakes Estates  
Unit 2A

A Parcel of land being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 32 North, Range 7 West, Keener Township, Jasper County, Indiana and being more particularly described as follows:

Commencing at the Northeast corner of lot 25 in Prospect Hill Addition No. 3, as recorded in Plat Book 1, Pages 1 & 2, in the Office of the Recorder in Jasper County, Indiana; thence North 12° 30' 37" East, a distance of 234.00 feet to the Point of Beginning; thence North 00° 43' 21" West, a distance of 47.34 feet; thence North 89° 16' 39" East, a distance of 78.33 feet; thence South 00° 43' 21" East, a distance of 47.34 feet; thence South 89° 16' 39" West, a distance of 78.33 feet to the Point of Beginning.

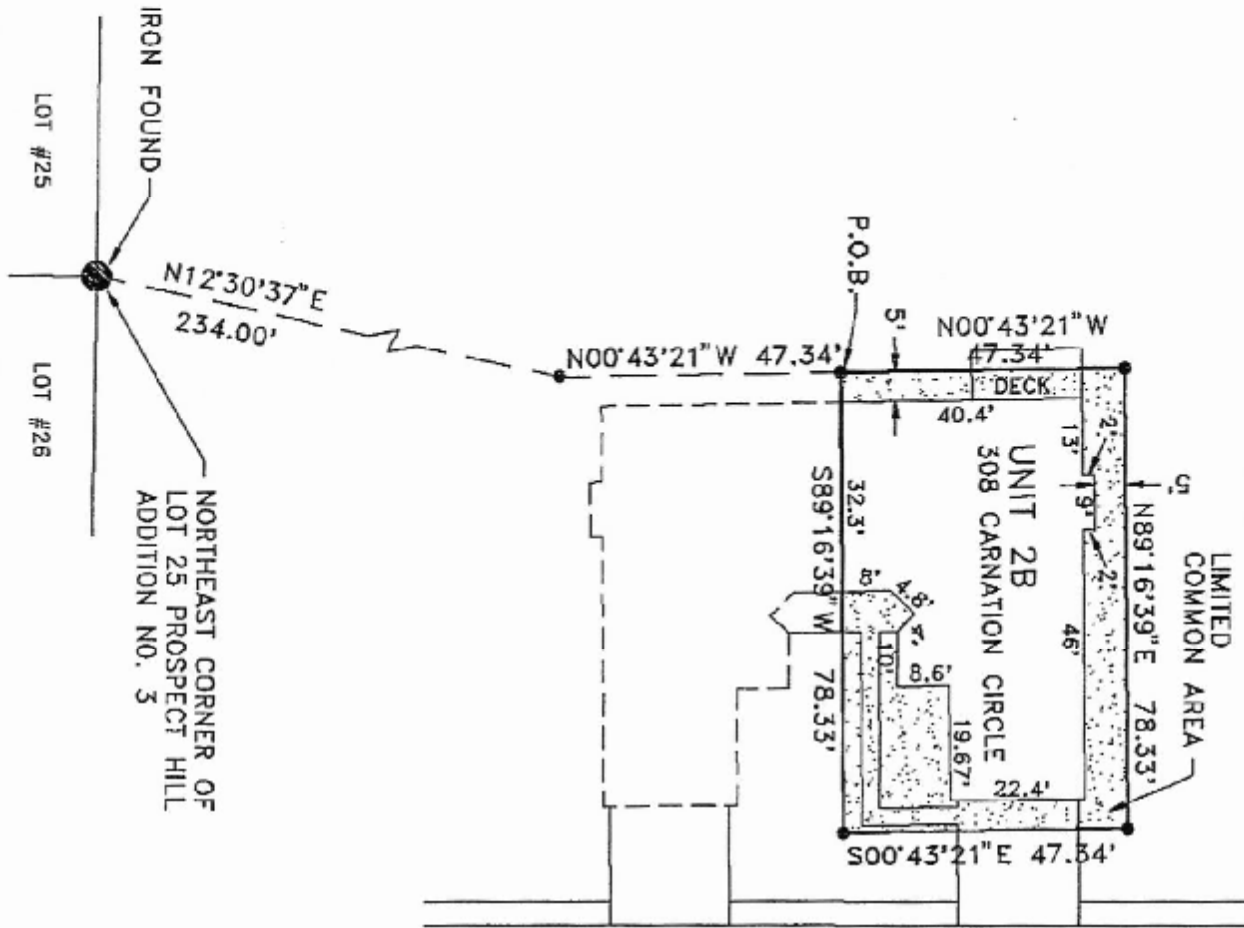
Subject to any easements, covenants or restrictions of record.

DATE	REVISION

ENGINEERING • URBAN AND REGIONAL PLANNING  
ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
113 LINCOLN WAY WEST, SUITE 200      MISHAWAKA, INDIANA 46544  
PHONE: (219) 255-8502      FAX: (219) 255-8633

DATE:  
12-08-97  
JOB NAME:  
734LEG2A  
SHEET 2  
OF 2

UNIT 2A  
306 CARNATION CIRCLE  
MAPLE LAKE ESTATES



SCALE: 1" = 30'



REV.	BY/CHK

ENGINEERING • URBAN AND REGIONAL PLANNING  
 ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
 113 LINCOLN WAY WEST, SUITE 200 MISHAWAKA, INDIANA 46544  
 PHONE: (219) 255-0502 FAX: (219) 255-8033

DATE:  
12-05-97  
 JOB NAME:  
734C2B  
 SHEET 1  
 OF 2

**UNIT 2B**  
**308 CARNATION CIRCLE**  
**MAPLE LAKE ESTATES**

DESCRIPTION: Maple Lakes Estates  
Unit 2B

A Parcel of land being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 32 North, Range 7 West, Keener Township, Jasper County, Indiana and being more particularly described as follows:

Commencing at the Northeast corner of lot 25 in Prospect Hill Addition No. 3, as recorded in Plat Book 1, Pages 1 & 2, in the Office of the Recorder in Jasper County, Indiana; thence North 12° 30' 37" East, a distance of 234.00 feet; thence North 00° 43' 21" West, a distance of 47.34 feet to the Point of Beginning; thence North 00° 43' 21" West, a distance of 47.34 feet; thence North 89° 16' 39" East, a distance of 78.33 feet; thence South 00° 43' 21" East, a distance of 47.34 feet; thence South 89° 16' 39" West, a distance of 78.33 feet to the Point of Beginning.

Subject to any easements, covenants or restrictions of record.

DATE	REVISION

ENGINEERING • URBAN AND REGIONAL PLANNING  
ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**

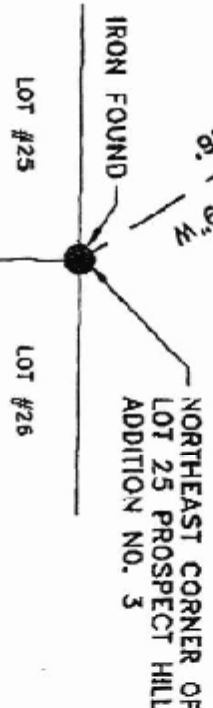
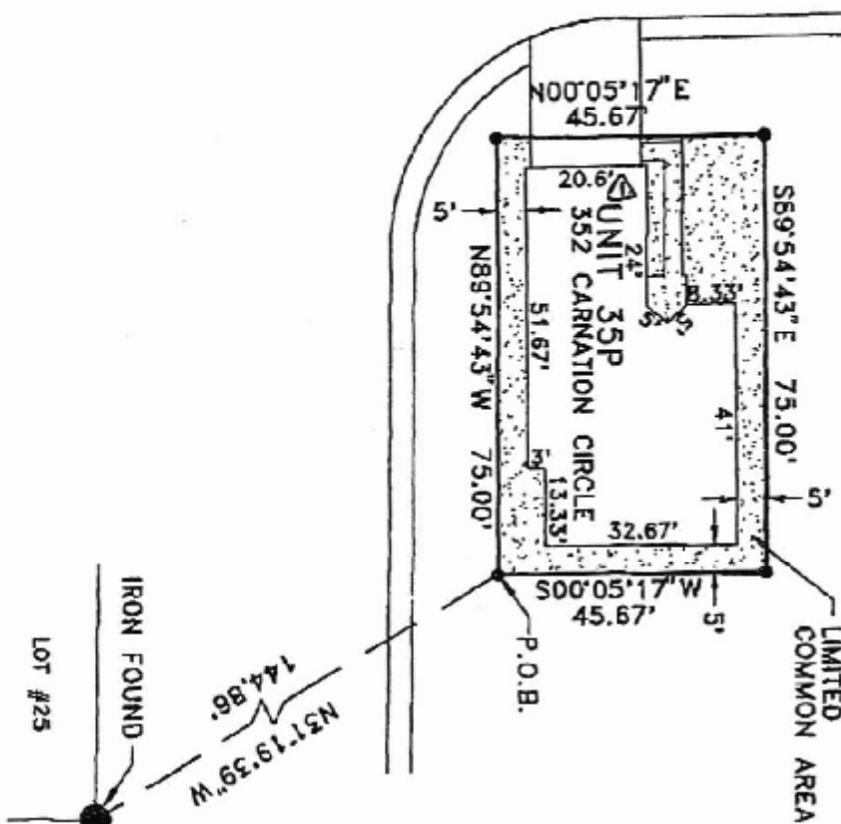
113 LINCOLN WAY WEST, SUITE 200      MISHAWAKA, INDIANA 46844  
PHONE: (219) 255-8502                      FAX: (219) 255-8033

DATE:  
12-08-97

JOB NAME:  
734LEG2B

SHEET 2  
OF 2

UNIT 2B  
308 CARNATION CIRCLE  
MAPLE LAKE ESTATES



SCALE: 1" = 30'



12 Dec 1997

NO.	REVISION
1	Dimension

ENGINEERING • URBAN AND REGIONAL PLANNING  
 ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
 113 LINCOLN WAY WEST, SUITE 200    MISHAWAKA, INDIANA 48844  
 PHONE: (219) 255-6502    FAX: (219) 255-8633

DATE: 12-05-97  
 JOB NAME: 734C35P  
 SHEET 1  
 OF 2

**UNIT 35P**  
**352 CARNATION CIRCLE**  
**MAPLE LAKE ESTATES**

Project 02-95-234

DESCRIPTION: Maple Lakes Estates  
Unit 35P

A Parcel of land being a part of the Southwest Quarter of the Southwest Quarter of Section 23, Township 32 North, Range 7 West, Keener Township, Jasper County, Indiana and being more particularly described as follows:

Commencing at the Northeast corner of lot 25 in Prospect Hill Addition No. 3, as recorded in Plat Book 1, Pages 1 & 2, in the Office of the Recorder in Jasper County, Indiana; thence North 31° 19' 39" West, a distance of 144.86 feet to the Point of Beginning; thence North 89° 54' 43" West, a distance of 75.00 feet; thence North 00° 05' 17" East, a distance of 45.67 feet; thence South 89° 54' 43" East, a distance of 75.00 feet; thence South 00° 05' 17" West, a distance of 45.67 feet to the Point of Beginning.

Subject to any easements, covenants or restrictions of record.

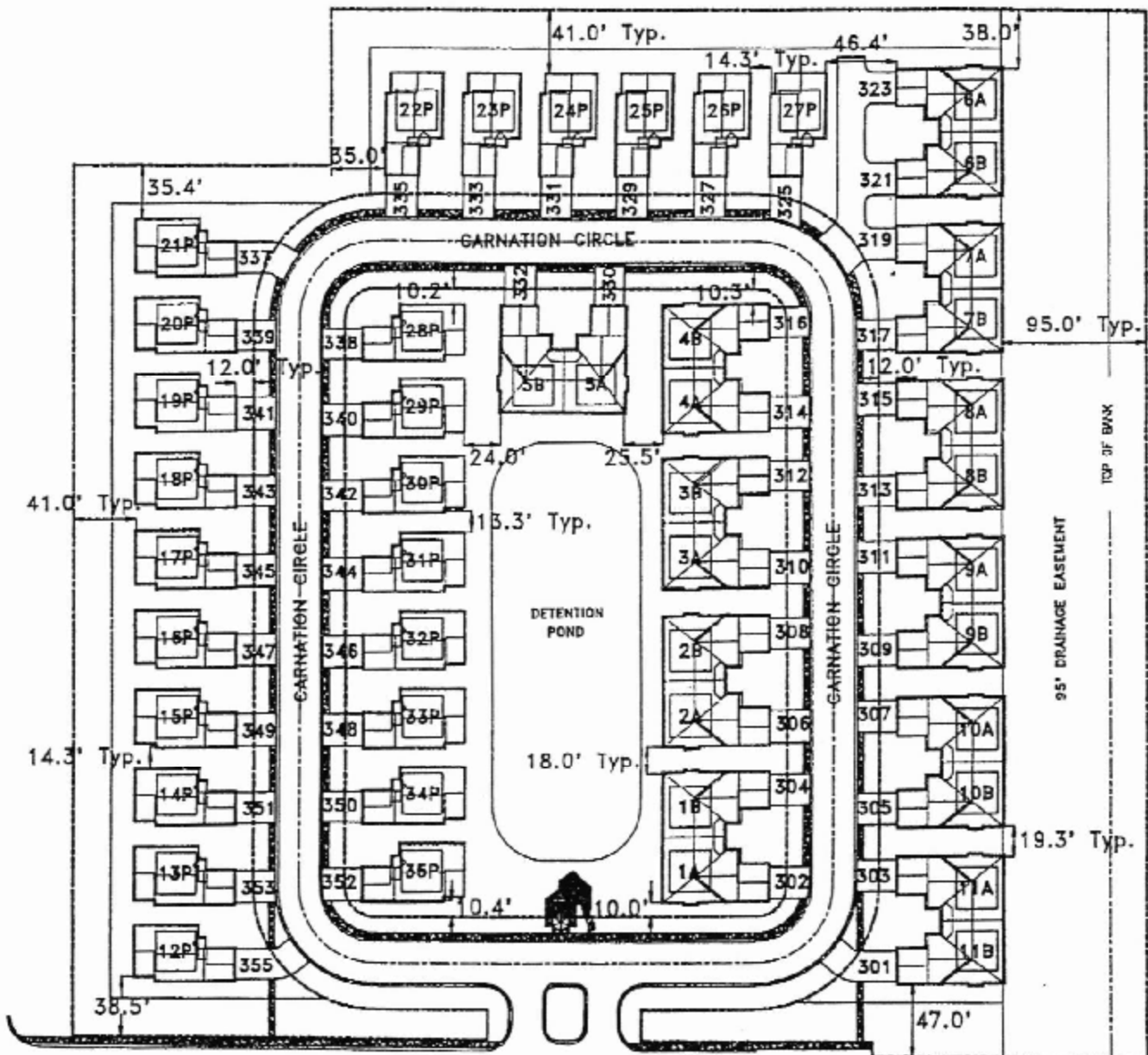
DATE	REVISION

ENGINEERING • URBAN AND REGIONAL PLANNING  
ARCHITECTURE • CONSTRUCTION MANAGEMENT • ENVIRONMENTAL  
**BOSH DESIGN GROUP, INC.**  
113 LINCOLN WAY WEST, SUITE 200      MISHAWAKA, INDIANA 48544  
PHONE: (219) 235-8502                      FAX: (219) 235-8833

DATE:  
12-08-97  
JOB NAME:  
734LEG35  
SHEET 2  
OF 2

UNIT 35P  
352 CARNATION CIRCLE  
MAPLE LAKE ESTATES

**EXHIBIT A**  
**OVERALL SITE LAYOUT**  
**MAPLE LAKE ESTATES CONDOMINIUMS**

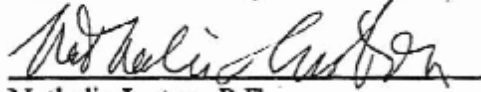


BUILDINGS 1 THRU 11 ARE DUPLEX CONDO UNITS  
BUILDINGS 12 THRU 27 ARE PATIO HOME UNIT A  
BUILDINGS 28 THRU 35 ARE PATIO HOME UNIT B

**ENGINEER'S CERTIFICATE FOR BUILDING  
MAPLE LAKE CONDOMINIUMS  
TOWN OF DEMOTTE  
JASPER COUNTY, INDIANA**


The undersigned, **Nathalie Iuston**, hereby certifies that she is a licensed engineer in the State of Indiana and in good standing, holding Registration Number 920070, that she has reviewed building dimension and location information provided by a licensed surveyor in the State of Indiana for Maple Lake Condominiums, Units A and B of Buildings 1 and 2 and Patio Unit 35P located on Carnation Circle, DeMotte, Indiana.

Dated the 17th day of December, 1997.

  
Nathalie Iuston, P.E.

The undersigned, **Bill R. Owen**, President of BOSH Design Group, Inc. has personally observed the Maple Lake Condominiums Units A and B of Buildings 1 and 2 and Patio Unit 35P located on Carnation Circle, DeMotte, Indiana in relationship to lot lines, showing layout, location, depicting dimensions of condominium units as built pursuant to plans filed with and approved by the Town of DeMotte, having jurisdiction over the issuance of the building permits for the buildings.

Dated the 17th day of December, 1997.

  
Bill R. Owen, President  
BOSH Design Group, Inc.



project file no. 01-95-734

**CONSENT TO RESOLUTION**  
**FOR AUTHORITY TO EXECUTE QUITCLAIM DEEDS**  
**AND SUPPLEMENTAL DECLARATION OF CONDOMINIUM**  
**FOR MAPLE LAKE CONDOMINIUM, DEMOTTE, INDIANA**

The undersigned four (4) entities, each being a 25 percent owner and the sole members of Maple Lake Development, LLC of Jasper County, Indiana, do hereby appoint, empower and authorize Gordon A. Etzler, Attorney, to execute confirmatory documentation for and on behalf of Maple Lake Development, LLC, such as assignments and quitclaim deeds to convey, transfer and assign its right, title and interest as developer under the Declaration of Condominiums which was recorded in Jasper County, Indiana, on the 19<sup>th</sup> day of December, 1997, setting over and forth to respective builders who hold building rights to construct condominium units in the Maple Lake Condominium Project, for the purpose of facilitating the transfer of title and release of ownership interests, including the power, right and authority to execute for and on behalf of Maple Lake Development, LLC Supplemental Declarations as required from time to time when the completion of construction of condominium units in accordance with said Declaration of Condominium so requires.

Note for reference recorded in Misc. record 121, page 281 in the office of the Recorder of Jasper County Indiana

Maple Lake Development, LLC does hereby indemnify, save and hold harmless Gordon A. Etzler, as appointee, from any claims, causes of action, judgments or any other demand of any nature or kind by any member or third party by the exercising of the authority as set forth herein.

All documentation so executed shall be filed with the record book of the LLC and shall be available for inspecting and copying at anytime by members.



This power will be effective the date and year of the last signature affixed.

MAPLE LAKE DEVELOPMENT, LLC

By the Following Members:

- (1) Northland Investment Trust

Dated: 11/6/99

By: Elmer Glade  
Elmer Glade



- (2) Jimata Trust, pursuant to a Trust Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 1999

Dated: \_\_\_\_\_

By: N/A  
Sam Wireman, Trustee

- (3) LaJoy LLC (Wireman/Martin)

By: \_\_\_\_\_  
Sam Wireman

- (4) Trust No. 317421562

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John Curley, Trustee

STATE OF INDIANA )  
                                  )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared Northland Investment Trust by Elmer Glade and acknowledged the execution of this instrument as his free and voluntary act this 6th day of November, 19 99.

Betty G. Ross  
\_\_\_\_\_, Notary Public  
Resident of Lake County

My Commission expires: August 7, 2007  
comm # 459140

This power will be effective the date and year of the last signature affixed.

MAPLE LAKE DEVELOPMENT, LLC  
By the Following Members:

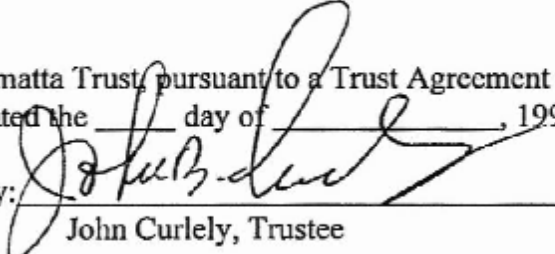
- (1) Northland Investment Trust

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Elmer Glade

- (2) Jimatta Trust, pursuant to a Trust Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 1999

Dated: 11-12-99

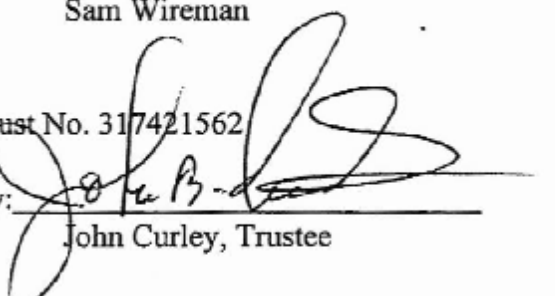
By:   
John Curley, Trustee

- (3) LaJoy LLC (Wireman/Martin)

By: \_\_\_\_\_  
Sam Wireman

- (4) Trust No. 317421562

Dated: 11-12-99

By:   
John Curley, Trustee

STATE OF INDIANA     )  
                                  )SS:  
COUNTY OF \_\_\_\_\_)

Before me the undersigned, a Notary Public for said county and state, personally appeared Northland Investment Trust by Elmer Glade and acknowledged the execution of this instrument as his free and voluntary act this \_\_\_\_\_ day of November, 19 99.

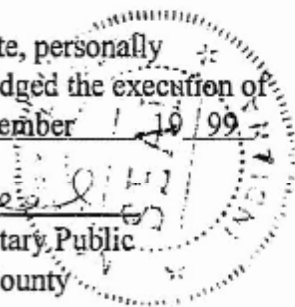
\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared John Curley, as Trustee for Jimatta Trust, and acknowledged the execution of this instrument as his free and voluntary act this 12<sup>th</sup> day of November, 1999.

Barbara D. Beal  
, Notary Public  
Resident of \_\_\_\_\_ County



My Commission expires: \_\_\_\_\_

Barbara D. Beal  
County of Residence: LaPorte  
Commission Expires: 11/19/2006

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared Sam Wireman as member of LaJoy LLC and acknowledged the execution of this instrument as his free and voluntary act this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

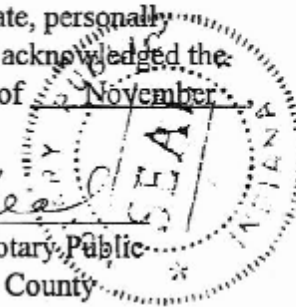
\_\_\_\_\_  
, Notary Public  
Resident of \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF Porter )

Before me the undersigned, a Notary Public for said county and state, personally appeared John Curley, as Trustee for Trust No. 317421562, and acknowledged the execution of this instrument as his free and voluntary act this 12<sup>th</sup> day of November, 1999.

Barbara D. Beal  
, Notary Public  
Resident of \_\_\_\_\_ County



Barbara D. Beal  
County of Residence: LaPorte  
Commission Expires: 11/19/2006

This power will be effective the date and year of the last signature affixed.

MAPLE LAKE DEVELOPMENT, LLC  
By the Following Members:

- (1) Northland Investment Trust

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Elmer Glade

- (2) Jimatta Trust, pursuant to a Trust Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 1999

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John Curley, Trustee

- (3) LaJoy LLC (Wireman/Martin)

By: Al Martin  
Al Martin, Member

- (4) Trust No. 317421562

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
John Curley, Trustee

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared Northland Investment Trust by Elmer Glade and acknowledged the execution of this instrument as his free and voluntary act this \_\_\_\_\_ day of November, 1999.

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared John Curley, as Trustee for Jimatta Trust. and acknowledged the execution of this instrument as his free and voluntary act this \_\_\_\_\_ day of November, 19 99.

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared Al Martin as Member of LaJoy LLC and acknowledged the execution of this instrument as his free and voluntary act this 18 day of November, 19 99.

x Christina M. Collins  
Christina M. Collins, Notary Public  
Resident of Jasper County

My Commission expires: 10/06/07



STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public for said county and state, personally appeared John Curley, as Trustee for Trust No. 317421562. and acknowledged the execution of this instrument as his free and voluntary act this \_\_\_\_\_ day of November, 19 99.

\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

This instrument prepared by:  
Gordon A. Etzler, Atty. #6743-64  
HOEPPNER WAGNER & EVANS LLP  
103 East Lincolnway  
P. O. Box 2357  
Valparaiso, IN 46384  
TX: 219/464-4961

47162

39

RECEIVED FOR RECORD  
At 13:32 O'clock P.M. and Recorded in  
MSC Record 132 Page 37

SEP 21 2001 -

ASSIGNMENT

Carol A. Spall  
Recorder, Jasper Co., IN

FOR VALUE RECEIVED and in consideration of One Dollar (\$1.00) and other good and  
valuable considerations, the receipt of which is hereby acknowledged, the undersigned,  
JIMATTA TRUST, BY ITS TRUSTEE, JOHN CURLEY, of Lake County, Indiana, does  
hereby assign, transfer, quit claim and set over to MYERS & SONS CONSTRUCTION  
COMPANY, its successors, administrators and assigns, all of JIMATTA TRUST'S interest,  
being an undivided twenty-five (25%) percent, in MAPLE LAKE CONDOMINIUM  
DEVELOPMENT, LLC, including all ownership interest and property interests. *except lots*

*DM*

Dated this 5th day of June, 2001. *P 34, 35, 12, 13 & 14*

ASSIGNOR:

JIMATTA TRUST

By: *John B. Curley*  
John Curley, Trustee

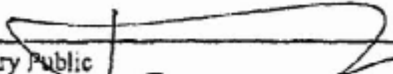
ASSIGNEE:

MYERS & SONS CONSTRUCTION COMPANY

By: *Don Myers*  
Don Myers, Owner

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

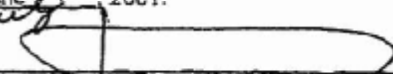
Before me the undersigned, a Notary Public for said county and state, personally appeared John Curley, as Trustee for Jimatta Trust and acknowledged the execution of this instrument as his free and voluntary act this Sat day of June 2001.

  
Notary Public  
Printed Name: RICHARD A ZUNICA

My Commission expires: 9-4-06  
County of Residence: LAKE

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

Before me the undersigned, a Notary Public for said county and state, personally appeared Don Myers and acknowledged the execution of this instrument as his free and voluntary act this Sat day of June 2001.

  
Notary Public  
Printed Name: RICHARD A. ZUNICA

My Commission expires: 9-4-06  
County of Residence: LAKE

This Instrument Prepared by:  
Gordon A. Etzler, Atty. #6743-64  
Hoepfner Wagner & Evans LLP  
103 E. Lincolnway  
P. O. Box 2357  
Valparaiso, IN 46383  
TX: 219/464-4961



47164

43

RECEIVED FOR RECORD  
At 13:34 O'clock P. M. and Recorded in  
MISC. Record 133 Page 43

SEP 21 2001

Carol A. Spall  
Recorder, Jasper Co., IN

**ASSIGNMENT**


FOR VALUE RECEIVED and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **LaJOY LLC**, of Jasper County, Indiana, does hereby assign, transfer, quit claim and set over to **MYERS & SONS CONSTRUCTION COMPANY**, its successors, administrators and assigns, all of **LaJOY LLC's** interest, being an undivided twenty-five (25%) percent, in **MAPLE LAKE CONDOMINIUM DEVELOPMENT, LLC**, including all ownership interest and property interests.

Dated this 27 day of JULY, 2001.

ASSIGNOR:

LaJOY LLC

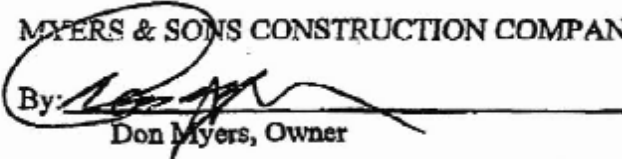
By:

  
Sam Wireman, Member

ASSIGNEE:

MYERS & SONS CONSTRUCTION COMPANY

By:

  
Don Myers, Owner

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

Before me the undersigned, a Notary Public for said county and state, personally appeared Sam Wireman as Member of LaJoy LLC and acknowledged the execution of this instrument as his free and voluntary act on behalf of said limited liability company 22 day of July, 2001.

Christina G. Richards  
Notary Public  
Printed Name: CHRISTINA G. RICHARDS

My Commission expires: 6/27/08  
County of Residence: Gaspar

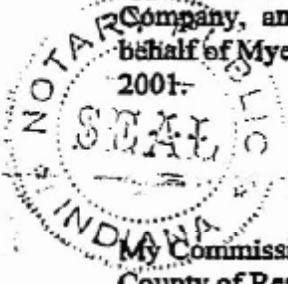
STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

Before me the undersigned, a Notary Public for said county and state, personally appeared Don Myers, as \_\_\_\_\_ of Myers and Son Construction Company, and acknowledged the execution of this instrument as his free and voluntary act on behalf of Myers & Sons Construction Company this 27 day of July, 2001.

Christina G. Richards  
Notary Public  
Printed Name: CHRISTINA G. RICHARDS

My Commission expires: 6/27/08  
County of Residence: Gaspar

This Instrument Prepared by: Gordon A. Etzler, Atty. #6743-64, Hoepfner Wagner & Evans LLP, 103 E. Lincolnway, P. O. Box 2357, Valparaiso, IN 46383 219/464-4961



50797

142

RECEIVED FOR RECORD  
At 13:49 O'clock P.M. and Recorded in:  
MISC Record 134 Page 142

FEB 21 2002

ASSIGNMENT

Carol W. Spall  
Recorder, Jasper Co., IN

FOR VALUE RECEIVED and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned.

JIMATTA TRUST, BY ITS TRUSTEE, JOHN CURLEY, of Lake County, Indiana, does

hereby assign, transfer, quit claim and set over to MYERS & SONS CONSTRUCTION

COMPANY, its successors, administrators and assigns, all of JIMATTA TRUST'S interest,

being an undivided twenty-five (25%) percent, in MAPLE LAKE CONDOMINIUM

DEVELOPMENT, LLC, including all ownership interest and property interests *except lots*

*Ⓟ DM*

Dated this 5th day of July, 2001. *P 34, 35, 12, 13 & 14*

ASSIGNOR:

JIMATTA TRUST

By: *John B. Curley*  
John Curley, Trustee

ASSIGNEE:

MYERS & SONS CONSTRUCTION COMPANY

By: *Don Myers*  
Don Myers, Owner

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

Before me the undersigned, a Notary Public for said county and state, personally appeared John Curley, as Trustee for Jimatta Trust and acknowledged the execution of this instrument as his free and voluntary act this 5th day of June 2001.

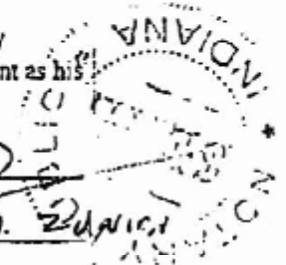
[Signature]  
Notary Public  
Printed Name: RICHARD A ZUMICA

My Commission expires: 9-4-06  
County of Residence: LAKE

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

Before me the undersigned, a Notary Public for said county and state, personally appeared Don Myers and acknowledged the execution of this instrument as his free and voluntary act this 5th day of June 2001.

[Signature]  
Notary Public  
Printed Name: RICHARD A. ZUMICA



My Commission expires: 9-4-06  
County of Residence: LAKE

This Instrument Prepared by:  
Gordon A. Etzler, Atty. #6743-64  
Hoepfner Wagner & Evans LLP  
103 E. Lincolnway  
P. O. Box 2357  
Valparaiso, IN 46383  
TX: 219/464-4961

50798

144

RECEIVED FOR RECORD  
At 13:50 O'clock P. M. and Recorded in  
1156-Record 134 Page 144

FEB 21 2002

**ASSIGNMENT**

Carol W. Spall  
Recorder, Jasper Co., IN

FOR VALUE RECEIVED and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, **LaJOY LLC**, of Jasper County, Indiana, does hereby assign, transfer, quit claim and set over to **MYERS & SONS CONSTRUCTION COMPANY**, its successors, administrators and assigns, all of **LaJOY LLC's** interest, being an undivided twenty-five (25%) percent, in **MAPLE LAKE CONDOMINIUM DEVELOPMENT, LLC**, including all ownership interest and property interests.

Dated this 27 day of July, 2001.

ASSIGNOR:

LaJOY LLC


By:

  
Sam Wireman, Member

ASSIGNEE:

MYERS & SONS CONSTRUCTION COMPANY

By:

  
Don Myers, Owner

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

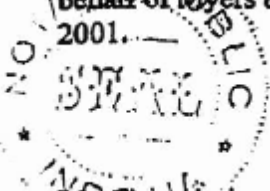
Before me the undersigned, a Notary Public for said county and state, personally appeared Sam Wireman as Member of LaJoy LLC and acknowledged the execution of this instrument as his free and voluntary act on behalf of said limited liability company 27 day of July, 2001.

Christina G. Richards  
Notary Public  
Printed Name: CHRISTINA G. RICHARDS

My Commission expires: 6/27/08  
County of Residence: Jasper

STATE OF INDIANA )  
 )SS:  
COUNTY OF PORTER )

Before me the undersigned, a Notary Public for said county and state, personally appeared Don Myers, as \_\_\_\_\_ of Myers and Son Construction Company, and acknowledged the execution of this instrument as his free and voluntary act on behalf of Myers & Sons Construction Company this 27 day of July, 2001.



Christina G. Richards  
Notary Public  
Printed Name: CHRISTINA G. RICHARDS

My Commission expires: 6/27/08  
County of Residence: Jasper

This Instrument Prepared by: Gordon A. Etzler, Atty. #6743-64, Hoepfner Wagner & Evans LLP, 103 E. Lincolnway, P. O. Box 2357, Valparaiso, IN 46383 219/464-4961



\* F 1 4 2 0 0 2 1 6 \*  
F142002

BETH A. WARREN PGS:16  
RECORDER, JASPER COUNTY INDIANA  
08/07/2014 11:50:29AM

~~REFERENCE~~

REFERENCE

PSF 3/295  
MI 121/281

By-Laws  
of  
Maple Lake Community Association, Inc.  
originally Incorporated in the State of Indiana  
on or about  
the 10th day of February, 1997  
and formerly known as  
Maple Lake Condominium Association, Inc.

State of Indiana  
Office of the Secretary of State

CERTIFICATE OF AMENDMENT  
of

MAPLE LAKE CONDOMINIUM ASSOCIATION, INC.

I, Connie Lawson, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Non-Profit Domestic Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

The name following said transaction will be:

MAPLE LAKE COMMUNITY ASSOCIATION, INC.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, April 30, 2014.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, April 30, 2014

*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE



**Article 1**

**Name**

The name of this Corporation shall be, the **"Maple Lake Community Association, Inc."** (hereinafter referred to as, **"Association"**, which is a corporation duly authorized and existing under the various and sundry Laws of the State of Indiana as a **Homeowners Association** as that term is currently defined in Indiana Code 32-21-2-1.2.

**Article 2**

**Purpose of Association**

The purpose of this Association is to provide for the ownership of **areas of common access** as well as to operate, manage and maintain the areas within the Maple Lake Community Association property located within the Town of DeMotte, County of Jasper and State of Indiana, which property is currently zoned as a Planned Unit Development (see attached zoning map), where the areas of common access consist of all areas of common usage excluding properties specifically deeded to owners within the Association and any streets dedicated to and accepted by the Town for its maintenance and control. In this regard, each owner shall be entitled to and own an undivided interest in all areas of common access located within the Association as a tenant in common with all other owners and shall have the right to use such areas of common access for all purposes incident to the use and occupancy of said owners property for residential purposes and such other incidental usage's as may be permitted under the various and sundry Laws of the State of Indiana, the Declaration of this Association, the By-Laws of this Association, and the various and sundry rules and regulations of this Association. In that regard, this Association has been created to provide for a convenient means to administer and operate the Homeowners Association by the owners of the properties contained therein otherwise referred to herein as, "members".

Article 3  
Powers of the Association

The powers of the Association shall include, but not necessarily be limited by, the following provisions; to wit:

A.) The Association shall have all of the common law and statutory powers of a corporation which are granted under Indiana Law and which are not in direct conflict with the terms and conditions of any other Laws of the State of Indiana; the Articles of Incorporation of this Association; and, the Declaration.

B.) Further, the Association shall have any and all of the powers reasonably necessary to implement the purposes of the Association, including, but not necessarily limited to, the following; to wit:

- 1.) To make and collect assessments against members to defray the costs associated with the operation of the Homeowners Association.
- 2.) To use the proceeds of assessments in the exercise of its powers and duties.
- 3.) To maintain, repair, replace and operate the areas of common access located within the Homeowners Association for the benefit of the owners.
- 4.) To reconstruct improvements located in the areas of common access located within the Homeowners Association after casualty and for improvement of the property.
- 5.) To make and amend rules and regulations respecting the use of the property of the Association.
- 6.) To enforce by legal means the provisions of the Declaration, the Articles of Incorporation, the By-Laws of the Association and the various and sundry rules and regulations for the use of the property of the Association.
- 7.) To contract and engage the services of management professionals as well as attorneys, accountants and other professionals as the Board of Directors of the Association shall deem fit from time to time for the purpose of assisting the Board in the administrative and operational tasks associated with this Association. Any such services shall be paid for out of the common area maintenance fees collected from the owners as authorized by these By-Laws and set forth in the annual budget of the Association.

Article 4  
Principal Office And Fiscal Year

The address of the Principal Office of this Association shall be Post Office Box 41, DeMotte, IN 46310. The resident agent for service of process of this Association shall be the duly elected Secretary of the Board of Directors; and therefore, the location of the principal office of the Association as well as the identity of the Resident Agent For Service Of Process may be changed at any time as authorized by the Board of Directors and shall be accompanied by the filing of such documentation as is required by the Indiana Secretary of State so as to make such matters items of public record.

The fiscal year of the Association shall begin on the first day of January of each year and end on the last day of December next succeeding.

Article 5  
Membership

There shall be only one class of member in this Association where the term, "member" shall mean the fee simple owner or owners of record of any parcel of property located within the Maple Lake Planned Unit Development as recorded in the office of the recorder of Jasper County, Indiana (see Zoning Map attached); however, regardless of the number of owners associated with a parcel of property located within the Association, said owner or owners of any particular parcel of land shall constitute only one "member" for purposes of these By-Laws. Finally, the term, "member" shall not include any of the following; to wit: tenants, contract purchasers, or persons holding mortgages or liens against any such properties.

All "members" of this Association shall have the same rights, privileges, duties, liabilities, limitations and restrictions as all other "members". All "members" shall abide by the Articles of Incorporation, the Declaration, the By-Laws, and any and all other rules and regulations adopted by the Board of Directors of this Association.

Upon presentation of proof of fee simple ownership in any parcel of land located within the Association, each "member" shall be entitled to receive a Membership Certificate signed by the President of the Board of Directors and attested to by the Secretary of the Board of Directors acknowledging the recordation of said member's ownership in said property within the corporate records of the Association and the Public Records of the Recorder of Jasper County, Indiana. It is the duty of each member to timely file with the Board of Directors written proof of fee simple ownership in any properties located within the Association at the principal office of the Association set forth herein along with their current mailing address.

Membership status of any owner shall terminate when such person ceases to be an owner in fee simple of the property in question and membership status shall transfer to the new owner in fee simple of the property upon compliance with the requirements of notification to the Board of Directors as set forth herein. Further, no member shall be allowed to either vote on any matter or be elected to the Board of Directors if the records of the Association show that said member is more than 30 days delinquent in the payment of any assessments or judgments which the Association is entitled to against said member.

Article 6  
Meetings of the Association

On at least an annual basis and that such other times as may be necessary and appropriate, meetings of the membership of the Association shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of assessments and fees, to see to the payment of common expenses and for such other purposes as may be necessary and/or appropriate by reason of the Laws of the State of Indiana, the Articles of Incorporation, the Declaration, these By-Laws and any and all other rules and regulations of this Association.

The Annual Meeting of the members of the Association shall be held at 7:00 pm (Chicago Local Time) on the second Tuesday in October of each calendar year and at a convenient location in Jasper County, Indiana; "members" may attend such meeting either in person or by proxy as evidenced by a form provided by the Board of Directors to the member. At such Annual Meeting, the member shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as be necessary and appropriate and properly brought before said meeting.

In addition to Annual Meetings, special meetings of the members of this Association may be called by a resolution of the Board of Directors or upon the written petition of not less than the majority of the "members" of this Association. The resolution or petition shall be presented to the Secretary of the Association and shall state the purpose for which the meeting is to be called. No other business may be transacted at a special meeting except as stated in writing in either the petition or resolution above stated.

All meetings of the members of the Association shall be held at a suitable location within the County of Jasper and State of Indiana as may be designated by the Board of Directors. Written notice stating the date, time and place of any such meeting and in the case of a special meeting, or when otherwise required by law, the purpose or purposes for which the meeting is called which notice shall be delivered by mail to each "member" at the address shown within the records of the Association as of the date the resolution or petition is received.

Written Notice of any such meeting may be waived by actual attendance at any meeting either in person or by proxy so long as the "member" was provided reasonable notice of the date, time and place of said meeting along with the general nature of the business to be conducted therein.

"Members" shall be entitled to one (1) vote for each unit owned by them on any matter submitted; however, each unit represented shall have only one (1) vote if there are multiple owners in fee simple of said parcel of land. If any particular parcel of land located within the Association is owned in fee simple by more than one person or a partnership or an association or corporation or any other conglomeration of persons under any legal theory, it shall be the affirmative duty of said entity to file with the Secretary of the Board of Directors a proxy form (which proxy form shall be provided upon request of any member by the Secretary of the Board of Directors) at least 30 days prior to any meetings requiring any votes of the membership of this Association which proxy form must be in writing and signed by the persons constituting the conglomeration and designating one individual as the proxy for voting at the membership meeting on behalf of said conglomeration except in the case of a corporation or trust in which case either the trustee in the case of a trust or designated person by resolution of a corporation shall perform said function.

In all matters in which "members" shall have any right, title or interest including, but not limited to, the right to vote on any matter, said member may designate in writing an attorney-in-fact to act on said persons behalf in any such regard. Such proxy designation must be on a proxy form approved by the Board of Directors and presented to the Secretary of the Board of Directors at least 30 days prior to the date when said action is to occur.

Except where otherwise required by the Laws of the State of Indiana, the Declaration, the Articles of Incorporation, the By-Laws of the Association and/or the various and sundry rules and regulations promulgated by the Board of Directors, a "quorum" shall mean a majority of all of the members entitled to vote as represented at any meeting either in person or by proxy.

Article 7  
Conduct Of Annual Meeting

The Chairman of the Annual Meeting Of Members shall be the President of the Board of Directors of the Association. The President shall call said meeting to order at the duly designated time and the business of the Association shall be conducted in the following order and manner; to wit:

- 1.) The Secretary of the Board of Directors shall read the minutes of the last Annual Meeting and the minutes of any special meetings held subsequent thereto; such minutes shall thereafter be approved or amended by the members then and there present.
- 2.) The Treasurer of the Board of Directors shall report to the members the financial condition of the Association and answer relevant questions concerning common expenses and the finances for the previous year and shall, additionally, submit for the membership's consideration the proposed budget for the upcoming year.
- 3.) After due consideration of the proposed budget above submitted, the members shall vote to either approve or amend said proposed budget in accordance with voting terms and conditions as otherwise set forth herein.
- 4.) Once the proposed budget is approved, then the membership of the Association shall proceed to the election of the Board of Directors for the Association to begin their term beginning on the first day of January of the upcoming year. All nominations to the Board of Directors shall be made in writing and presented to the Secretary of the Board of Directors at least 10 days prior to the date of the Annual Meeting. Voting for the Board of Directors shall be by paper ballot with each ballot containing the names of each person nominated to serve as a Board member. Each member of the Association may cast their votes to which they are entitled for as many nominees as are to be elected; however, no member of the Association shall be entitled to cumulatively vote for any particular nominee on any one ballot. Those persons duly nominated receiving the highest number of votes shall be elected. Each voting member of the Association shall sign their ballot and indicate the street address of the property within the Association towards which their vote is to be counted.

5.) Once the Board of Directors for the upcoming year has been elected, such other business may be acted upon as may be properly brought to the meeting. The request for consideration and action upon any such additional business must be submitted to the Secretary of the Board of Directors at least 10 days prior to the date of said meeting; however, the requirement for such written request may be waived at the meeting if agreed to by a majority of the entire membership (not just the members appearing in person or by proxy at said meeting).

**Article 8**  
**Board of Directors**

The number of Directors of this Association shall be a minimum of at least two and a maximum of not more than five persons qualified for election to the Board of Directors. Additionally, the members of the Board of Directors shall serve without compensation; however, the members of the Board of Directors may be reimbursed for actual expenses incurred by them in the performance of their duties if such reimbursement is approved by a majority of the Board of Directors.

All members of the Board of Directors shall be members of the Association at the time of their election and during the entire term of their office upon the Board of Directors. All members of the Board of Directors shall be elected yearly at each Annual Meeting of the Association by the members represented thereat either in person or by proxy and shall hold set office for the term of one year beginning on the first day of January of the year thereafter or until their successors have been duly elected and qualified. Should any vacancy or vacancies occur on the Board of Directors during any time of their annual term, then such vacancy or vacancies shall be filled by a vote of the majority of the remaining directors unless said vacancy occurs as a result of a removal proceeding undertaken at a special meeting of the members of the Association duly called and constituted for that express purpose. In that regard, a Director or Directors may be removed with or without just cause or reason by a vote of a majority of the members of the Association at a special meeting of the members duly called and constituted for the express purpose of voting the removal of any such director. Members may attend said meeting either in person or by proxy and the successor director shall be elected at the same meeting from eligible members nominated at the meeting. Any successor director so elected shall serve out the remainder of the term of the director who was removed or until that member's successor has been duly elected and qualified.



The administrative and operational business and affairs of the Association shall be managed on a day-to-day basis by the Board of Directors. The Board of Directors shall, *inter alia*, provide for the maintenance, upkeep and replacement of improvements within all common areas; however, the Board of Directors shall not be responsible for any maintenance, upkeep and/or replacement of any unit and/or property individually owned by any member of the Association including, but not limited to, roofs, exterior walls and any other improvements contained upon lots not specifically titled to the Association as common areas. In this regard, the Board of Directors shall have such duties and powers as are necessary and appropriate to the effective performance of said matters including, but not necessarily limited to; the following to wit:

- 1.) The duty and power of maintenance, upkeep and replacement of any and all improvements of the Association located within common areas as well as the ability to contract with third parties to perform said functions under the supervision of the Board of Directors as the Board of Directors may in their sole and exclusive discretion consider to be necessary and appropriate from time to time, and to pay such third parties for the performance of said services out of the annual budget of the Association.
- 2.) The duty and power to maintain the lawn areas in a neat and orderly appearance as well as to remove snow from driveways and sidewalks leading to driveways; the streets located within the Association's property were previously dedicated to the Town of DeMotte; and therefore, maintenance and snow removal on said streets are the Town's responsibility.
- 3.) The duty and power to assess and collect from the members of the Association common area maintenance fees to which each member is responsible including reasonable costs of collection such as attorney fees and court costs. The Board of Directors may also place a lien against the property of any member who becomes more than 30 days delinquent in the payment of any assessment in accordance with the Laws of the State of Indiana.
- 4.) The duty and power to prepare a proposed annual budget for consideration of the members at the Annual Meeting of the Association and to deliver a copy of said proposed annual budget to each member prior to said Annual Meeting of the Association at the member's address on file with the Secretary of the Association at the time of said mailing.

5.) The duty and power to maintain current, accurate and detailed records of all receipts and expenditures affecting the administrative and operational management of the property of the Association as common area expenses. Such records shall be made available to any member of the Association upon written request tendered at least 30 days in advance to the Secretary of the Board of Directors along with a record access fee of \$20.00 for each such request. Thereafter, should any member desire copies of any of the records so provided, the Secretary of the Board of Directors shall collect a copy fee of one dollar per page in advance for making and providing said copies to the member. No member shall be allowed to remove the original records of the Association without the unanimous approval of all members of the Board of Directors, which approval must be specific and in writing and signed and dated by all members of the Board of Directors so authorizing.

6.) The duty and power to employ and pay such persons and/or companies as the Board of Directors in their sole and exclusive discretion shall deem necessary and appropriate to assist them in the administrative and operational management of the Association and its property. Additionally the Board of Directors shall have the duty and power to purchase for the benefit of the members of the Association such equipment, materials, labor and services as the Board of Directors in their sole and exclusive discretion shall deem appropriate and necessary to assist them in the administrative and operational management of the Association and its property. The duty and power to obtain and procure for the benefit of the members of the Association fire and extended coverage insurance on all improvements in common areas to the full insurable value thereof and to procure public liability, property damage and workman's compensation insurance for the benefit of the members of the Association as the Board of Directors in their sole and exclusive discretion shall be necessary and appropriate. Further, the Board of Directors shall have the duty and power to obtain "Errors and Omissions Insurance" for the members of the Board of Directors in the performance of their duties herein. Finally, the Board of Directors may require the Treasurer and such other officers as the Board of Directors deems necessary and appropriate in its sole and exclusive discretion to procure a bond at the expense of the Association to indemnify the Association against any larceny, theft, embezzlement, forgery, misappropriation, wrongful application and/or any other act of fraud or dishonesty in the performance of duties herein and in an amount set by the Board of Directors in their sole and exclusive discretion.

7.) The power and duty to open and maintain such bank accounts as the Board of Directors deems necessary and appropriate in their sole and exclusive discretion to allow for the effective administrative and operational management of the Association.

8.) The power and duty to adopt, revise, and amend and/or alter from time to time and as the Board of Directors deemed to be necessary and appropriate in their sole and exclusive discretion reasonable rules and regulations with respect to the use, occupancy, operation and enjoyment of property located within the Association.

During the month of January in the year after their election, the members of the newly elected Board of Directors shall meet on a date, at a time and in a location within Jasper County, Indiana for the purpose of electing officers to the Board of Directors and the consideration of such other business as may be brought before the Board at said meeting; duly elected members of the new Board of Directors may attend and vote at such meeting either in person or by telephone, but not by proxy. Notice of the date, time and place of said meeting shall be provided to each elected member of the Board of Directors at least 10 days in advance of said meeting.

Additionally, the Board of Directors, unless otherwise agreed to in advance, shall conduct monthly meetings at 7:00 PM on the second Tuesday in each such month in a location in Jasper County, Indiana for the purpose of conducting the business of the Association as the Board of Directors in their sole and exclusive discretion shall deem necessary and appropriate; duly elected members of the Board of Directors may attend and vote at such meeting either in person or by telephone, but not by proxy.

Finally, special meetings of the Board of Directors may be called by either the of the president or any to members of the Board of Directors by giving written notice thereof to the Secretary of the Board of Directors at least 10 days prior to the date of such special meeting. Such notice of special meeting shall contain a reasonably descriptive statement of the purpose of such meeting as well as the date, time and place within Jasper County, Indiana in which said meeting is to take place; duly elected members of the Board of Directors may attend and vote at such meeting either in person or by telephone, but not by proxy.

Actual notice of any such meetings shall be considered waived by any member of the Board of Directors who appears either in person or by telephone at any such meeting. In this regard, a majority of the entire Board of directors, present either in person or by telephone, shall be necessary to constitute a quorum for the purpose of transacting any business or taking any action in any such meeting; however, an affirmative vote of only those members actually appearing at said meeting in person or by telephone is required to pass any motion.

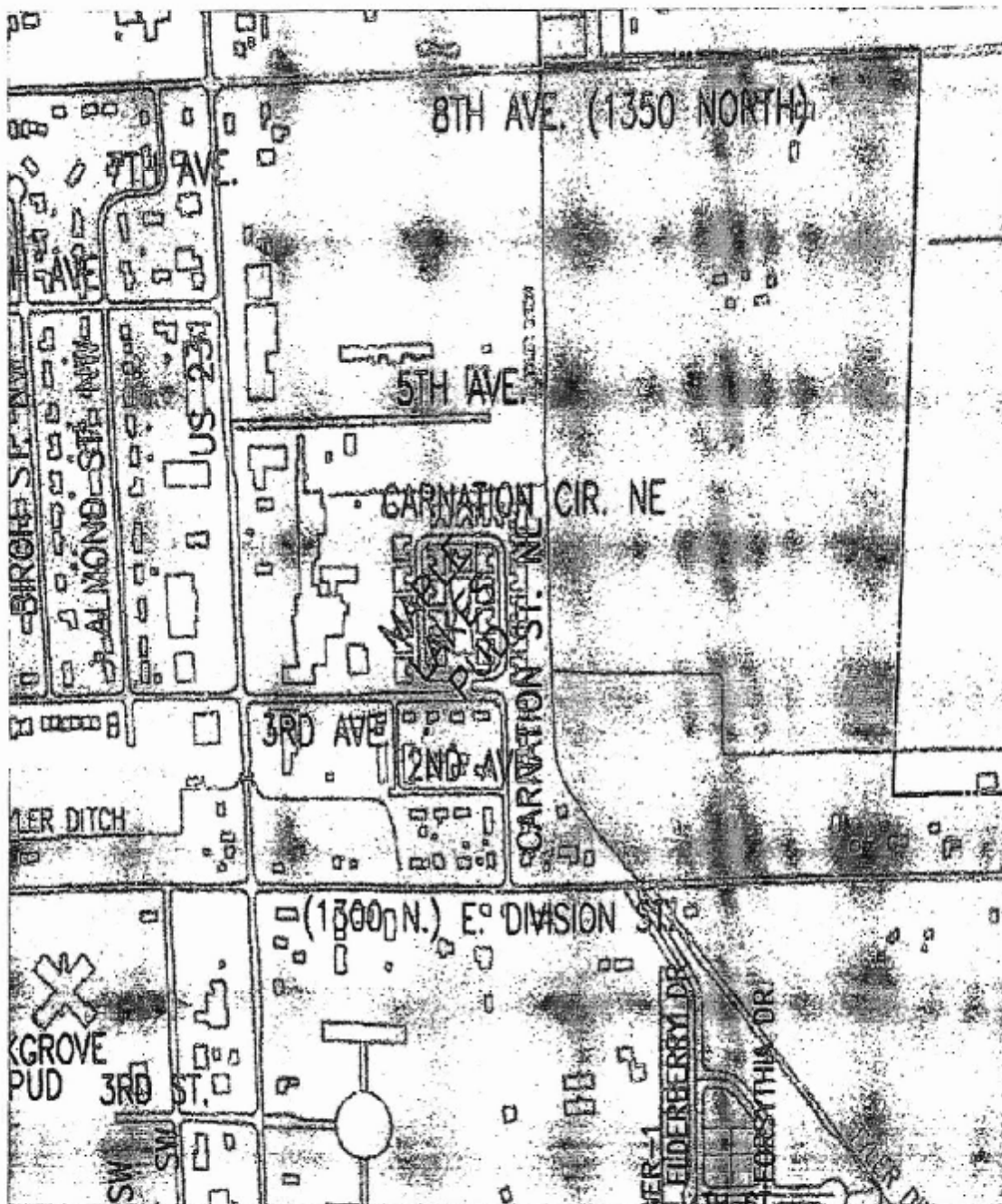
Article 9  
Officers

On an annual basis, the Board of Directors shall elect officers to perform duties as set forth herein. In this regard, the following officers shall be elected from the members of the Board of Directors; to wit: President, Secretary and Treasurer. Such officers shall be elected at the Annual Meeting of the Board of Directors and shall serve for one year from that date or until the term of their successor begins; however, any such officer may be removed prior thereto by an affirmative vote of a majority of the entire Board of Directors at any regular meeting or any special meeting which is called specifically for that purpose.

The President of the Board of Directors shall be the Chief Executive Officer of the Association; shall preside over all meetings of the Association; shall perform any and all other duties incident to the office of the President; and, shall be granted any and all of the powers necessary and/or appropriate for the full and complete execution of the duties of that office.

The Secretary of the Board of Directors shall be the Chief Administrative Officer of the Association; shall keep and maintain true and accurate records of the proceedings of all meetings; shall perform any and all other duties incident to the office of the Secretary; and, shall be granted any and all of the powers necessary and/or appropriate for the full and complete execution of the duties of that office.


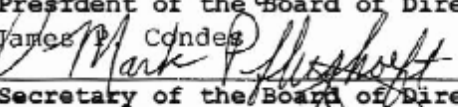
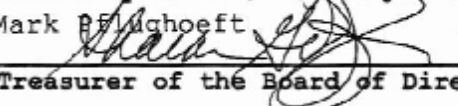
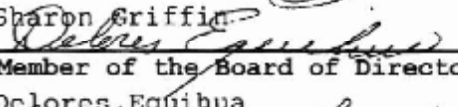
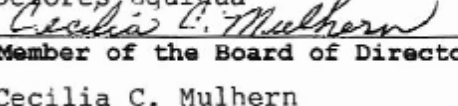
The Treasurer of the Board of Directors shall be the Chief Financial Officer of the Association; shall keep and maintain true and accurate records of the finances of the Association and shall work with the accountants retained by the Association to ensure the proper expenditure of funds, the collection of common area maintenance fees and other monies and the disbursement of funds as may be directed by the Board of Directors; shall perform any and all other duties incident to the office of the Treasurer; and, shall be granted any and all of the powers necessary and/or appropriate for the full and complete execution of the duties of that office. In this regard, the Treasurer shall be the legal custodian of all monies which shall from time to time, come into the possession of the Association. All such funds shall be immediately deposited in the bank accounts of the Association and the Treasurer shall provide to the Board of Directors at each regular meeting with a true and accurate accounting of any and all funds on hand as well as any and all expenditures.



Article 10  
Amendments

The power to make, alter, amend and/or repeal these By-Laws shall be vested in the Board of Directors of the Association. Such amendments may be made in the sole and exclusive discretion of the Board of Directors by an affirmative vote of a majority of the entire Board only at a meeting of the Board of Directors specifically called for such purpose; however, such specifically called meeting may be adjourned from time to time to be recalled at a future date without the need for further written notice so long as actual notice as to the date, time and place within Jasper County, Indiana is provided to the members there and then present at the time such meeting is adjourned. Finally, no amendment of these By-Laws shall override any specific requirements of either the Laws of the State of Indiana; the Articles of Incorporation of the Association; and/or, the Declaration of the Association.

**All Of Which Is Passed, Resolved And Adopted As And For The By-Laws Of The Maple Lake Community Association, Incorporated As Evidenced By Our Signatures, And Each Of Us, Affixed Hereto In The County Of Jasper And State Of Indiana On This 8<sup>TH</sup> Day Of July, 2014.**

  
\_\_\_\_\_  
President of the Board of Directors  
James P. Condes  
  
\_\_\_\_\_  
Secretary of the Board of Directors  
Mark P. Schuchert  
  
\_\_\_\_\_  
Treasurer of the Board of Directors  
Sharon Griffin  
  
\_\_\_\_\_  
Member of the Board of Directors  
Dolores Equihua  
  
\_\_\_\_\_  
Member of the Board of Directors  
Cecilia C. Mulhern

This document prepared by:  
  
The Law Offices of Thomas K. Parry  
Post Office Box 819  
Crown Point, IN. 46308-0819  
(219) 662-9779 6320-45-



Duly Entered For Taxation  
Subject To Final  
Acceptance For Transfer

OCT 03 2014

*Kimberly K. Shaw*  
Auditor, Jasper County



\* F 1 4 2 8 7 0 1 8 \*  
F142870

BETH A. WARREN PGS:18  
RECORDER, JASPER COUNTY INDIANA  
10/03/2014 09:45:34AM

**COPY**

Amended And Restated Declaration  
and  
Covenants  
of  
Maple Lake Community Association, Inc.  
formerly known as  
Maple Lake Condominium Association, Inc.  
originally executed and filed in the office of  
the recorder of Jasper County, Indiana  
on or about  
the 19th day of December, 1997  
in Record Book #121, Page #281.

*MISC.*



This amended and restated Declaration of the Maple Lake Community Association, Inc. is made this 3 day of October, 2014 in the County of Jasper and State of Indiana pursuant to Section 10.03 of the Original Declaration herein which states in pertinent part as follows regarding modifications to the Original Declaration herein; to wit:

"The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the board, the owners having at least three quarters of the total ownership and containing an affidavit by an officer of the Board certifying that a copy of the changes, modifications or rescissions has been mailed by certified mail to all mortgagees having bona fide liens of record against any [such property], not less than 10 days prior to the date of such affidavit . . . ."

Article 10.03 of the Original Declaration recorded 12/19/1997



WHEREAS, the original Declaration herein was approved, received, and recorded in the Office of the Recorder of Jasper County, Indiana on or about the 19th day of December, 1997 in Miscellaneous Record Book Number 121, page 281; and,

WHEREAS, said Original Declaration has remained basically unchanged since said filing; and,

WHEREAS, the physical parameters of said association have remained basically unchanged as is more particularly set forth in the engineering drawings recorded in the Office of the Jasper County Recorder as PSF Record 3, page 324 on 12/19/1997, which documents are incorporated herein by reference; and,

WHEREAS, the Original Zoning for this Association in the Town of DeMotte, County of Jasper and State of Indiana was and is that of a Planned Unit Development [PUD] as is more particularly set forth in that portion of the Zoning Map for the Town of DeMotte, County of Jasper and state of Indiana which is attached hereto, made a part hereof and incorporated herein by reference; and,

WHEREAS, nothing in the proposed and intended modifications herein will change either the physical parameters of said association and/or the characters of the Association beyond those set forth in the previously granted Planned Unit Development [PUD] such that a petition for modification of zoning status would be necessary; and,

WHEREAS, on or about the 14th day of April, 2014, the Board of Directors determined that it was necessary and appropriate to change the status of the Corporation from that of a Condominium Association to that of a Homeowners Association as described and defined in Indiana Code Section 32-25.5-1 due to, *inter alia*, certain changes in FHA and other government loan guarantee program requirements; and,

WHEREAS, on or about the 30th day of April, 2014, a certificate of amendment was filed with the Secretary of State of the state of Indiana in which the name of the Corporation was changed to, "Maple Lake Community Association, Incorporated"; and,

WHEREAS, on or about the 8th day of July, 2014, the Board of Directors passed by unanimous consent new Bylaws for Maple Lake Community Association, Incorporated, which Bylaws were subsequently recorded in the Office of the Recorder of Jasper County, Indiana; and,

WHEREAS, the required number of property owners within the Maple Lake Community Association, Inc have voted to become a Homeowners Association as the same is defined by Indiana Law; and,

WHEREAS, it is the intention and stated purpose of this Amended Declaration Of Covenants that it completely replace the Original Declaration filed in the Office of the Recorder of Jasper County, Indiana on or about the 19th day of December, 1997; and therefore, upon passage of this Amended Declaration, the Original Declaration above stated will be, and the same hereby is, completely revoked, and of no further force and effect, except as otherwise expressly stated herein.

NOW THEREFORE BE IT PASSED, ADOPTED AND RESOLVED by the Board of Directors and at least three quarters (3/4) of the total ownership of this Association that the following Amended And Restated Declaration Of Covenants should be, and the same hereby is, now passed, adopted and in full force and effect regarding all properties associated with the Maple Lake Community Association, Incorporated upon recordation in the Office of the Recorder of Jasper County, Indiana.

Definitions:

All of the definitions found in the homeowners section of the Indiana Code (IC 32-25.5-2) are incorporated herein by reference.

The term, "Homeowners Association", shall mean the Maple Lake Community Association, Incorporated.

The term, "Governing documents" shall include the Articles Of Incorporation; this Amended Declaration Of Covenants; the Bylaws of a homeowners association; any and all Rules And Regulations adopted by the Board of Directors; and, any and all Declarations Of Plat and Zoning applicable to this Association.

The term, "Building", shall mean any and all structures shown on the Engineering Plans recorded in the Office of the Jasper County Recorder as PSF Record 3, page 324 on 12/19/1997, which documents are incorporated herein by reference.

The term, "Plans", shall mean the Site Plan And Building Floor Plans submitted here with, a true and accurate copy of which is recorded in the Office of the Jasper County Recorder as PSF Record 3, page 324 on 12/19/1997, which documents are incorporated herein by reference.

The term, "Private Property", shall mean those portions of property within the Association which have been purchased and are owned by private individuals or other legal entities as built and shown in the building plans which were recorded in the Office of the Jasper County Recorder as PSF Record 3, page 324 on 12/19/1997, which documents are incorporated herein by reference.

The term, "Common Areas", shall consist of all portions of property contained within the Homeowners Association not otherwise privately owned as well as any "Limited Common Areas" associated there with. Common areas shall include, generally, streets, sidewalks, roadways, parking lots, grassy areas and retention ponds. In this regard, each owner shall be entitled to and own an undivided interest in all common areas as a tenant in common with all other owners except as otherwise limited by this declaration and shall have the right to use said common areas for all purposes incidental to the use and occupancy of the owner's private property located within the Association and such other incidental uses as may be necessary and appropriate. Finally, there shall be no partition of any common area through judicial proceedings or otherwise unless and until this declaration is terminated and the property is withdrawn from its terms or from the terms of applicable state statutes regarding homeowners associations.

The term, "Limited Common Areas", shall consist of that portion of land within the Association which is adjacent to a privately owned parcel of property as depicted on the Site Plans and Building Floor Plans previously recorded in the Office of the Recorder of Jasper County, Indiana which Limited Common Area may be used by said private property owner to the exclusion of all other owners.

The term, "Owner", shall mean an individual or other legal entity, whether one or more legal entities, holding fee simple title to any private property located within the Association. A person selling property via a Real Estate Contract (Contract Seller) shall be considered to be an owner until actual title to the property has been transferred to the contract purchaser; however, individuals having merely a security interest in property without holding fee simple title shall not be considered owners in this regard. Further, as otherwise required by Indiana Law, the association shall maintain a current roster of all members of the association; and the mailing address and legal description for each member of the association.

The association shall also maintain any electronic mail addresses or facsimile (fax) numbers of those members who have consented to receive notice by electronic mail or facsimile (fax). Electronic mail addresses and facsimile (fax) numbers provided by a member to receive notice by electronic mail or facsimile (fax) shall be removed from the association's records when the member revokes consent to receive notice by electronic mail or facsimile (fax). However, the association is not liable for an erroneous disclosure of an electronic mail address or a facsimile (fax) number for receiving notices.

The mailing addresses and legal descriptions maintained by a homeowners association shall be made available to a member of the homeowners association upon request; may be used by a member of the homeowners association only for a purpose related to the operation of the homeowners association; and, may not be used by a member of the homeowners association for personal reasons.

Finally, the association may not sell, exchange, or otherwise transfer information maintained by the homeowners association under this section to any person.

Real Estate Taxes.

It is the intent and understanding of this Document that any and all real estate taxes on properties separately owned within the Association shall be taxed to their respective owners. Further, taxes on common areas shall be apportioned among the various and sundry owners of private property within the Association as a percentage of their ownership based upon common area maintenance fees.

Insurance upon privately owned properties and Limited Common Areas.

Each owner shall be separately responsible for and pay for his or her own insurance on his or her own privately owned property and Limited Common Areas including additions and improvements thereon as well as personal liability insurance upon privately owned properties located within the Association, except as otherwise provided for in the bylaws of the Association.

Insurance upon Common Area.

The Board of Directors of the Association shall obtain and maintain insurance upon the common areas of the Association as the board deems appropriate; the premium for all such insurance shall be paid by the Association as part of common area maintenance expenses.

Maintenance, repair and replacement of Privately Owned Property.

The individual owners of privately owned property located within the Association shall be solely and exclusively responsible for the maintenance, repair and replacement of buildings upon said privately owned property including any and all costs and expenses associated therewith. In that regard, each owner is obligated to maintain and keep in good order and repair his or her privately owned property located within the Association. For that reason, the Board of Directors recommends that each owner purchase homeowner insurance for each privately owned parcel of real estate and building located within the Association as those provisions previously referring to the Association as a condominium have been expressly and implicitly removed by this Amendment to the Declaration of Covenants.

Maintenance, repair and replacement of Common Area property.

Except as otherwise provided herein, the management, repair, alteration and/or improvement of common areas shall be the responsibility of the Board of Directors; however, the Association shall have no responsibility or liability to maintain any type of insurance upon any privately owned property located with the Association nor shall the Association be responsible for any maintenance, repair or replacement upon any building upon privately owned property within the Association. Each owner shall pay to the Association his proportionate share of the expenses of such maintenance, repairs, replacements, administration and operation of the common areas based upon the number of privately owned properties; such expenses shall be hereinafter referred to as "common area maintenance expenses" (CAM). Said common area expenses shall include, but not necessarily be limited to, expenses of administration operation of the board and the Association associated with snow removal, expenses of lawn care and landscaping, all expenses of general maintenance and repair on common areas as well as the purchase of insurance and the payment of real estate taxes associated with common areas. In the event that an owner fails to pay his or her share of common area maintenance expenses when due, the amount thereof shall constitute a lien on the interest of said owner's property. Further, abandonment of the private property or nonuse of the common areas shall not relieve the owner from his or her responsibility to pay his or her proportionate share of common area expenses.

In this regard, upon passage of this Amended Declaration, the common area expense per privately owned unit per month shall remain in the amount of \$75.00 per month as was originally set back on or about the 19th day of December, 1997; however, from this day forward, said amount may be increased or decreased by majority vote of the Board of Directors at a meeting declared for that purpose and with notice provided to each owner of said meeting at least 30 days in advance thereof.

Finally, because all privately owned properties located within the Association are not equally serviced by sidewalks and driveways, and therefore it would be unfair to apportion common area maintenance fees to the repair and replacement of such sidewalks, the following method shall be used to apportion the cost of repairing and replacing sidewalks within the Association; to wit:

- 1.) If the sidewalk area in question is located exclusively in the common area of the Association and not in front of a privately owned area of the Association, then the Association shall pay 100% of the cost of the repair or replacement of such sidewalk.
- 2.) If the sidewalk area in question is located in front of a privately owned area of the Association, then the owner whose property is located directly before the affected area of sidewalk

shall pay 50% of the cost of any repair or replacement of such sidewalk and the owners of the adjacent properties to either side shall pay 25% each of the cost of the repair or replacement of such sidewalk.

3.) With regard to driveways, the owner of the privately owned property serviced by the driveway shall pay 100% of the costs of any repairs or replacements regarding said driveway.

4.) In any event, no replacement or repair of any sidewalk area and/or driveways shall be undertaken without the express, prior written consent of the Board of Directors upon the deposit of the estimated cost of the sidewalk repair from a contractor suitable in the sole and exclusive discretion of the Board of Directors.

With regard to the maintenance, repair or replacement of utility distribution lines and connections to private sewer laterals which are located upon or exclusively service a privately owned lot within the Association, the cost of said maintenance, repair or replacement shall be exclusively that of the owner using the line, connection or lateral. If more than one owner is using the line, connection or lateral and the owners fail to agree upon a formula to determine their share of the cost or in the event that the owners fail to agree upon the manner in which said maintenance, repair or replacement shall be done, then the Board of Directors in its sole and exclusive discretion shall make such determination upon application of an interested owner; the decision of the board shall be final and non-appealable.

In this regard, each owner, by acceptance of the deed for privately owned property located within the Association, whether or not it shall be so expressed in such deed, shall be deemed to have covenanted and agreed to pay the Association set assessments for common area maintenance. The assessments together with interest, late charges and costs plus reasonable attorney's fees for collection shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorney fees, shall also be the personal obligation of the person who is the owner of said property at the time when the assessment was made. The personal obligation for a delinquent assessment shall not pass to a successor in title unless expressly assumed by such successor; however, the lien against said property remains in full force and effect until satisfied.

Finally, and pursuant to IC 32-25.5-3-7, the voting rights of any owner who is more than six months delinquent in the payment of such assessments shall be suspended until such time as said assessments, together with interest, late charges, costs and reasonable attorney fees, shall have been satisfied.



Design control.

Any new construction, remodeling and/or rebuilding of any structure on privately owned property located within the Association must be done in compliance with the original design architecture of the building as contemplated by the plans which are recorded in the Office of the Jasper County Recorder as PSF Record 3, page 324 on 12/19/1997, which documents are incorporated herein by reference. In this regard, the Board of Directors, in its sole and exclusive discretion, which decision shall be final and non-appealable, shall determine whether or not the anticipated construction will be in conformity with the design controls of this paragraph.

Additional Restrictions on Multi Unit Housing.

In order to maintain an aesthetically pleasing appearance and environment within the Association, all Multi Unit Housing sold or transferred from this day forward must be owned by a single person or other legal entity (different people may not own fractional interests of Multi Unit Housing). The intent of this restriction is to prevent multiple owners from changing the exterior and/or interior construction of one part of such property in an inconsistent manner which would detract from its appearance and tend to decrease property values to adjoining properties. For any Multi Unit Housing previously transferred into multiple owners, no such property or any part thereof may be sold or transferred from this date forward unless sold to a common owner or that all owners of the various portions of the multi unit housing agree in writing not to modify any section of the exterior or interior of any part of said unit without the express, written approval of the Board of Directors which, in its sole and exclusive discretion, which decision shall be final and non-appealable, shall determine whether such modification might be aesthetically displeasing or might detract from the value of adjoining properties.

Leasing.

Nothing contained in this Amended Declaration Of Covenants is intended to prohibit an owner from leasing his or her interest in privately owned property to another person to be used for single family residential purposes and as the PUD of the Association allows; however, the person leasing the property shall be bound by all of the "governing documents" of the Association and the owner of the privately owned property shall remain primarily liable for any assessments made by the board and responsible for any breaches of the "governing documents" by his or her tenants. All such leases shall be in writing and a copy of the signed a lease shall be filed of the Secretary of the Board of Directors of the Association within 10 days of its execution.



**Easements.**

All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, during the existence and use of any properties located within the Association.

**Easements for Utilities.**

All public utilities serving properties located within the Association are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and/or replace any and all equipment for the purpose of providing the properties within the Association with utility services together with reasonable rights to ingress and egress from the property for said purposes. By virtue of this easement, cable television, electricity and telephone utilities are expressly permitted to be erected and maintained upon property located within the Association and to affix and maintain wires, circuits and conduits to various and sundry buildings and structures within the Association in order to effectuate said service.

In this regard, each owner shall be responsible for and pay his or her own telephone, electricity, gas, water, sewage, garbage removal, cable television, satellite television and other utilities which are separately metered and/or build to each user by their respective utility companies. Utilities which are not separately metered or build shall be treated as part of common area expenses unless otherwise determined by the Board of Directors, and paid by funds collected for that purpose.

**Easements for Parking and Driveways.**

A driveway easements for ingress and egress is hereby declared upon that portion of the property of the Association depicted as driveway or other roadway suitable for vehicular access and not located within and/or adjoining the private property of another owner.

**Restrictions as to use of Privately Owned Property.**

Property located within the Maple Lake Community Association Incorporated is currently zoned as a Planned Unit Development (PUD) within the town of DeMotte, County of Jasper and State of Indiana. For that reason, the maintenance of said zoning classification requires that certain restrictions be placed upon the properties located within the Association.

No part of any property located within the Association may be used for any purpose other than as single-family residential housing and related common purposes for which the property was designed. In multi unit housing with two or more adjoining housing units, each part shall be used as a single-family dwelling and for no other purpose. To

that end, without the express, prior written consent of the Board of Directors, no industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise shall be conducted, maintained or permitted on any property of the Association, which consent shall be granted or denied in the sole and exclusive discretion, which decision shall be final and non-appealable of the Board of Directors.

There shall be no obstruction of any common areas nor shall anything be placed or stored in a common area without the express, prior written consent of the Board of Directors. Further, no owner of privately owned portions of the Association may construct or erect any building, shed, fence or other structure on a common area without the express written permission of the Board of Directors.

Nothing shall be done within or kept upon any privately owned property and/or common areas located within the Association that might increase the rate of insurance on said property or adjoining properties without the written consent of the board of directors and no owner shall permit anything to be done or kept upon privately owned property or in common areas which will result in the cancellation of insurance or which could be a violation of any federal, state or local law, rule or regulation. Finally, no waste shall be committed in any common area.

No owner shall cause or permit anything to be hung or displayed on the exterior of any privately owned property located within the Association without the express, prior written consent of the Board of Directors.

No swimming pools of any kind shall be allowed upon the property of the Association whether privately owned or common area.

No fences or any portion thereof shall be installed on any common area of the Association without the express, prior written consent of the Board of Directors.

The maintenance, keeping, boarding or raising of any animals, livestock or poultry of any kind, regardless of number, shall be and hereby is prohibited on any property located within the Association except that this restriction shall not apply to the keeping of domesticated dogs, cats, caged birds or aquarium fish and other domesticated pets provided they are not kept, bred or maintained for commercial purposes; that they are kept in accordance with rules and regulations of the Association; that they are kept with the Consent of the Board of Directors; and, that they are kept and housed exclusively within privately owned property located within the Association; no animal shall be kept or housed outdoors. In this regard, such consent shall be limited to a reasonable number of domesticated animals (such as dogs and cats) as the Board of Directors may determine in their sole and exclusive discretion, which decision shall be final and non-appealable. Further, no such written permission shall be given to

allow for any breeding or commercial showing of such animal or allow such pet to cause or create a nuisance or disturbance to adjoining properties. Any such consents must be conditioned upon the owner's agreement to permanently remove such animal from the property of the Association upon violation of any restriction associated with the granting of said consent and/or any violations of the governing documents of the Association upon three days written notice from the board. Finally, no pets permitted under this section shall be allowed to roam free or to be tied or confined in any common area of the Association; all such pets permitted under this section shall be restrained by an appropriate leash when outdoors.

In the event that a privately owned portion of the Association contains a fireplace as depicted upon the plans recorded in Office of the Jasper County Recorder as PSF Record 3, page 324 on 12/19/1997, which is incorporated herein by reference, or by subsequent addition to said real estate, or by rebuilding destroyed property or by improvement, no owner shall permit said fireplace to burn wood or wood products; however, the use of artificial logs fueled by natural gas shall be permitted.

No unlawful, immoral, noxious or offensive activity shall be carried on upon the property of the Association including privately owned property located within the Association nor shall anything be done therein or thereon either willfully or negligently which may be, or become, in the sole and exclusive judgment of the Board of Directors, an annoyance or nuisance to the other owners or occupants of property located within the Association.

No commercial vehicles, trailers, trucks of more than 1 ton, motorcycles, campers, camp trucks, horse trailers, boats or the like shall be kept or used on the property of the Association unless totally enclosed within a garage so as not to be visible from the exterior thereof. Further, no junk vehicles, inoperative or unlicensed motor vehicles, structures of the temporary character, mobile homes, tents, shacks, barn or other outbuildings shall be kept or used upon any property of the Association. Finally, no overnight vehicle parking shall be permitted on any street or roadway located within the Association except that such parking is permitted on a limited basis for the owners and their guests but vehicles shall not remain parked thereon from dusk to dawn.

No cloths, sheets, blankets or laundry of any kind shall be hung out or exposed on any common areas. Further, common areas shall be kept free and clear of rubbish, debris and other waste and shall be disposed of in an appropriate manner as prescribed from time to time by the rules and regulations of the Board of Directors. Permitted containers shall not be placed outside for removal more than 12 hours before the scheduled time for pickup by sanitary contractors.

No burning of any trash, accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted upon property located within the Association.

**Real estate taxes and assessments.**

The owners of privately owned property located within the Association shall be responsible for and pay any and all taxes, assessments, general and special, levied or imposed upon the privately owned lot and its improvements.

With regard to taxes and assessments, general and special, charged against the common areas of the Association, such taxes and assessments shall be deemed a common expense and shall be paid by the Board of Directors from common area maintenance fees collected

**Grievance resolution procedures.**

Pursuant to IC 32-25.5-3-6, the following grievance resolution procedures shall apply to all owners and tenants of the Maple Lake Community Association; to-wit:

- 1.) The party asserting the Grievance shall do so in writing filed with the Secretary of the Board of Directors in care of the Principal Office of the Association as set forth in the By Laws of the Association with a copy of said Grievance mailed to each person whose conduct is the subject of said Grievance at least 30 days prior to any hearing thereon. No particular legal form is required to file such a Grievance; however, the Grievance must clearly state the general nature of the Complaint; the relevant facts surrounding the Complaint; the names and addresses of any witnesses which the person filing the grievance plans to call to testify; and, copies of any documents which the person filing the grievance plans to introduce before the Board of Directors.
- 2.) Upon receiving said Grievance, the Board shall consider whether or not the facts stated therein constitute a prima facie case; and, if so, the Board shall set the matter for hearing. If not, the Board shall so advise the person filing the Grievance.
- 3.) If a prima facie case is established and a hearing is set, the Board of Directors shall act as the Finders of Fact and the Attorney for the Association shall rule on questions of evidence, procedure and law; formal rules of evidence shall not be applied, but rather, the purpose of the hearing is simply to ascertain the truth while providing due process and a right to be heard by all involved parties.

4.) The person filing the Grievance shall have the burden of proof of establishing the Grievance by a preponderance of the evidence; the person(s) who have the grievance filed against them shall be presumed innocent; and, the verdict of the Board of Directors shall be by a simple majority.

5.) If a Grievance is found to be supported by the evidence presented, then the Board shall take such action as it deems necessary and/or appropriate in its sole and exclusive discretion to attempt to resolve the matter.

6.) Any decision reached and/or action taken by the Board of Directors shall be in the Board's sole and exclusive discretion and shall be final and non-appealable.

#### Amendments To Declaration Of Covenants.

The provisions of this declaration of covenants may be changed, modified and/or rescinded by an instrument in writing setting forth such changes, modifications and/or revisions signed and acknowledged by the Board of Directors and approved by owners having at least 75% of the total ownership of the Association and containing an affidavit by an officer of the Board of Directors certifying that a copy of the changes, modifications and or rescissions has been mailed by certified mail to all mortgagees having bona fide liens of record with regard to any privately owned properties located within the Association not less than 10 days prior to the date of such affidavit. Such changes, modifications and or rescission shall be effective upon the date of recordation of such instrument in the office of the recorder of Jasper County, Indiana; however, no provision may be changed, modified or rescinded so as to be in conflict with applicable Indiana Law.

#### Indemnification Of Board Members

The members of the Board of Directors and the officers thereof shall not be liable to the owners or anyone else for any mistake of judgments or any act or omission made in good faith by such members or officers. The Association shall indemnify and hold harmless each such member or officers against all and all claims arising out of or related to any acts of such members or officers on behalf of the Association unless such actions shall be proven to be made in bad faith or contrary to the provisions of this declaration or to be in violation of any resolution adopted by the Board of Directors. Such members are officers shall have no personal liability with respect to any contract made by them on behalf of the Association. The liability of any owner arising out of any contract made by such members, or officers shall be limited to such portion of the total liability thereunder as his or her percentage interest in the property of the Association.

Books And Records Of The Association.

All records of the Association shall be maintained by the Secretary of Board of Directors at the corporate office or such storage facility as the Board of Directors may determine from time to time. The records shall be kept updated and current to reflect the meetings and actions of the Association and shall include all records required by the state, all accounting records and tax filings and other financial information which concerns the payments of bills and sources of income. All records of the Association shall be available upon prior written request to owners; however, the Board of Directors may, in its sole and exclusive discretion, which decision shall be final and non-appealable, require reasonable fees to be paid for accessing such records and making copies thereof.

Interpretation Of Declaration Of Covenants.

The provision of this declaration of covenants shall be liberally construed to effectuate the purpose of creating a uniform plan for the developments and operation of the Maple Lake Community Association, Incorporated.


The provisions of this declaration of covenants shall be severable and no invalid provision shall necessarily render any other provision also invalid. In the event of the invalidity of any provision, this declaration shall be interpreted and enforced as if all invalid provisions were not contained therein, but the remaining sections shall continue in full force and effect.


The use of a particular gender or the plural or singular number is intended to include the other gender or numbers as the text of the declaration may admit for interpretation and enforcement.

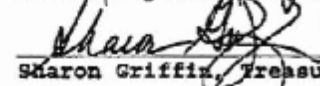
Plans.

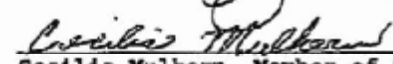
The Plans and Specifications spoken of regarding the Maple Lake Community Association, Incorporated have been previously filed in the office of the recorder of Jasper County, Indiana; to wit: PSF Rec 3 - page 324, 12-19-97.

ALL OF WHICH IS PASSED, RESOLVED AND ADOPTED by the Board of Directors as and for The Amended Declaration Of Covenants Of The Maple Lake Community Association, Incorporated As Evidenced By Our Signatures, And Each Of Us, affixed hereto In the County Of Jasper And State Of Indiana On This 12th Day Of August, 2014.

  
James Condes, President of the Board of Directors

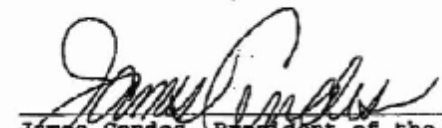
  
Mark Pflughoeft, Secretary of the Board of Directors

  
Sharon Griffin, Treasurer of the Board of Directors

  
Cecilia Mulhern, Member of the Board of Directors

  
Dolores Equihua, Member of the Board of Directors

Passed and adopted by an affirmative vote of the total membership of the Association in accordance with Indiana Law on this \_\_\_ day of October, 2014.

  
James Condes, President of the Board of Directors

Attest:

  
Mark Pflughoeft, Secretary of the Board of Directors

This document prepared by:

The Law Offices of Thomas K. Parry  
Post Office Box 819  
Crown Point, IN. 46308-0819  
(219) 662-9779 6320-45-



