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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

FOR

THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Preliminary Recitals	1
1. Definitions	1
2. Declaration	3
3. Description of Buildings	3
4. Legal Description and Percentage Interest	3
5. Description of Condominium Units	3
6. Common Areas and Facilities	4
7. Limited Areas	4
8. Ownership of Common Areas and Percentage Interest	5
9. Encroachments and Easements for Common Areas	5
10. Real Estate Taxes	5
11. Utilities	5
12. Association of Owners	5
13. Maintenance, Repair and Replacement	6
14. Alterations, Additions and Improvements	6
15. Insurance	6
16. Casualty and Restoration	8
17. Covenants and Restrictions	11
18. Amendment of Declaration	11
19. Acceptance and Ratification	13
20. Negligence	13
21. Expandable Condominium and Declarant's Reserved Rights	13
22. Dedication of Streets	16
23. Reservation of Rights to the Use of the Common Areas	16
24. Initial Management	17
25. Costs and Attorneys' Fees	17
26. Waiver	17
27. Severability Clause	17
28. Pronouns	17
29. Floor Plans	17

81 52215

DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

This Declaration, made this 14th day of August, 1981, by
RENDOB, INC., an Indiana Corporation (the "Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

- A. Declarant is the sole owner of the fee simple title to the following described real estate, located in Marion County, Indiana, to wit:
Part of the East Half of the Southeast Quarter of Section 20, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning on the East line of the said Half Quarter Section, North 00 degrees 00 minutes 00 seconds, 888.98 feet from the Southeast corner of the said Half Quarter Section; thence South 89 degrees 02 minutes 20 seconds West 781.73 feet to the East line of "Westchester Estates Second Section", the plat of which is recorded in Plat Book 31, page 101, in the Office of the Recorder of Marion County, Indiana, thence North 00 degrees 02 minutes 20 seconds East along the East line of said "Westchester Estates Second Section", 334.44 feet, thence North 89 degrees 02 minutes 20 seconds East 781.50 feet to the East line of the said Half Quarter Section; thence South 00 degrees 00 minutes 00 seconds along the East line of the said half quarter section 334.44 feet to the place of beginning.

The above is hereinafter referred to as the "real estate."

- B. Declarant is the sole owner of the fee simple title to that portion of the real estate more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as the "tract").

- C. Declarant, by execution of this Declaration, hereby creates a Horizontal Property Regime upon the tract, subject to the provisions of the Horizontal Property Law of the State of Indiana and the terms and conditions of this Declaration.

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

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

- (a) "Act" means the Horizontal Property Law of the State of Indiana, Acts 1963, Chapter 349, Section 1 through 31, as amended. The Act is incorporated herein by reference.
- (b) "The Hideaway" means the name by which the Property and Horizontal Property Regime shall be known.
- (c) "Tract" means the real estate described in Exhibit "A" attached hereto and such other portions of the real estate which have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or supplemental Declaration as herein provided.
- (d) "Property" means the tract and appurtenant easements, the Condominium Units, the Buildings, garages, improvements, and property of every kind and nature whatsoever, real, personal or mixed, located upon the tract and used in connection with the operation, use and enjoyment of THE HIDEAWAY, but does not include the personal property of the owners.

81 52215

(e) "Condominium Unit" means each one of the living units constituting THE HIDEAWAY, each individual living unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration, and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided interest in the Common Areas applicable to such unit.

(f) "Association" means THE HIDEAWAY Homeowners Association, Inc., an Indiana not-for-profit Corporation, being the association of Co-owners of THE HIDEAWAY more particularly described in paragraph 12 hereof.

(g) "Board of Managers" means the governing body of the Association, being the initial Board of Managers referred to in the By-Laws or subsequent Board of Managers elected by the Co-owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board Of Directors" as used in the Act.

(h) "Building" means any structure on the Tract in which one or more Condominium Units are located. The Buildings are more particularly described and identified on the plans in paragraph 3 of this Declaration. "Buildings" also includes any additional structure containing one or more Condominium Unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided, and will be identified in supplemental declarations and on plans that will be filed therewith.

(i) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.

(j) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(k) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.

(l) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.

(m) "Co-Owners" means the Owners of all the Condominium Units.

(n) "Mortgagee" means the holder of a first mortgage lien on a Condominium Unit.

(o) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns the fee simple title to a Condominium Unit.

(p) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas applying to each Condominium Unit as specifically expressed in paragraphs 4 and 8 of this Declaration.

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

and elevations

(r) "Plans" means the floor and building plans of the Buildings and Condominium Units prepared by American Consulting Engineers, Inc. and certified by James A. Hurster, a (registered architect) (licensed professional engineer), under date of 8-11-81, and a site plan and elevation of the tract and buildings prepared by Welbe Engineers, Inc., certified by Allan Weibe, a registered land surveyor and engineer, under date of 8-13-81, all of which are incorporated herein by reference.

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

3. Description of Buildings. There are three (3) Buildings containing twelve (12) Condominium Units on the tract as of the date hereof, as shown on the plans. A description of the Buildings and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference.

4. Legal Description and Percentage Interest. Each Condominium Unit is identified on the plans by a four (4) digit arabic number, which number corresponds to the street address of such Condominium Unit. The legal description for each Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the plans, and shall be stated as "Condominium Unit (with identifying number) in THE HIDEAWAY Horizontal Property Regime". The Percentage Interest of each Owner in the Common Areas as hereinafter defined shall be that percentage interest included in each Condominium Unit as set forth on Exhibit "C" attached hereto and hereby made a part hereof.

5. Description of Condominium Units.

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

(b) Boundaries. The boundaries of each Condominium Unit shall be shown as on the plans without regard to the existing construction measured between the interior unfinished surface of the floors, ceilings, and perimeter walls of each Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the plans does not coincide with the actual location of the respective wall, floor or roof surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit but within the appropriate wall, floor or ceiling surfaces of the Condominium Unit.

6. Common Area and Facilities. "Common Areas" means (1) tract, (2) the foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Buildings, (3) the yards, gardens, sidewalks and parking areas, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Areas, (4) central electricity, gas, water, air conditioning and sanitary sewer mains serving the Buildings, if any, (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings unless separately metered to a particular Condominium Unit, (6) pipes, ducts, electrical wiring and conduits and public utilities lines which serve more than one Condominium Unit, (7) all streets that are not dedicated, (8) floors, roofs and exterior perimeter walls of the Buildings except to the extent that the same are otherwise classified and defined herein as part of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Areas or as part of the Condominium Unit.

7. Limited Areas. Limited Areas and those Condominium Units to which the exclusive use thereof is limited to the Owner thereof, his family, servants, and invitees, are as follows:

(a) that portion of the tract underlying each respective condominium unit;

(b) Patios and porches, together with an area, if any, around such patio or porch specifically shown and designated on the plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or applying, provided, however, that any Owner of a Condominium Unit desiring to fence in such area around his patio or porch so designated on the plans shall first obtain the written approval as to the location, size, style, material, design and architecture of said fence from the Board of Managers and provided further that the Owner to whose Condominium Unit said fence is or is to be attached shall construct and maintain the fence and gates therein and maintain the area enclosed by the fence all at his own expense.

(c) The exterior surface of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they apply; and

81 52215

(d) Any other areas designated and shown on the plans as limited areas shall be limited to the Condominium Unit or Condominium Units which they apply as shown on the plans. Limited areas and facilities shall not be construed or interpreted to be separate and apart from Common Areas and Facilities, but shall only be limited with respect to the reserved use thereof to one or more Condominium Units. The walks between two Condominium Units shall be limited to Common Areas for the use of the Owners of both Condominium Units.

8. Ownership of Common Areas and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas, as tenants in common with all other Owners, equal to his Condominium Unit's Percentage Interest. The Percentage Interest in the Common Areas applicable to each Condominium Unit is set forth in Exhibit "C" of this Declaration. The Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and which constitutes a part of THE HIDEAWAY. Except as otherwise provided or permitted herein, the Percentage Interest applicable to each separate Condominium Unit in the Common Areas shall be of a permanent nature and shall not be altered without the prior written consent of 2/3 of the Owners (excluding the Declarant) and then only if in compliance with all requirements of the Act.

The Percentage Interest applicable to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to THE HIDEAWAY and the Association upon which the Co-Owners are entitled to vote.

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

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

10. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Condominium Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Property (or the Property and any other portions of the real estate) as a whole, then each Owner shall pay as a common expense, his proportionate share of such taxes to the extent attributable to the Property in accordance with his respective Percentage Interest.

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

81 52215

12. Association of Owners. Subject to the rights of Declarant reserved in paragraph 2, hereof, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property, shall be by THE HIDEAWAY Homeowners Association, Inc. (the "Association"), a corporation organized as a not-for-profit corporation under the laws of the State of Indiana. Each Owner of a Condominium Unit shall, automatically upon becoming an owner of a Condominium Unit, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

The Association shall elect a Board of Managers annually (except for an Initial Board of Managers defined in the By-Laws) in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Managers, except for such initial Board of Managers who shall serve for the period provided in the By-Laws.

The Board of Managers shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property exclusive of the Condominium Units.

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

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

The Board of Managers or their designated agents shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Condominium Unit for the purpose of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of such Common Areas and Limited Areas.

14. Alterations, Additions and Improvements. No Owner shall make any alteration or additions to or which would affect the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alteration in or to his respective Condominium unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Condominium Unit is located.

15. Insurance. The Co-owners, through the Association, shall purchase a master casualty insurance policy affording fire and extended coverage insurance (with blanket coverage endorsement if obtainable at reasonable cost) insuring the Property in an amount consonant with not less than 90% of the full replacement value of the improvements which, in whole or in part, comprise the Common Areas; provided, however, that notwithstanding anything to the contrary contained anywhere herein, "Common Areas" shall exclude the Owner's personal property, all types and characteristics

of floor covering, wall covering, ceiling coverings, and all other features, betterments and improvements installed by the Owner. If the Board of Managers can obtain such coverage for a reasonable amount they shall also obtain "all risk" coverage. The Board of Managers shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Managers, the Board of Managers may cause such replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a common expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner upon the following terms and conditions:

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or the Board of Managers, who shall act as the insurance trustees and hold such proceeds for the benefit of the insured parties. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and their respective Mortgagees. The proceeds shall be used or disbursed by the Association or Board of Managers, as appropriate, only in accordance with the provisions of this Declaration.

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer waives its right to subrogation as to any claim against the Association, the Board of Managers, its agents and employees, Owners, their respective agents and guests, and of any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Managers is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

The Co-owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Managers shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, the Board of Managers, any committee or organ of the Association or Board of Managers, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to THE HIDEAWAY, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of THE HIDEAWAY.

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

policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Managers and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Managers his right to adjust with the insurance companies all losses under policies purchased by the Board of Managers.

The premiums for all such insurance hereinabove described shall be paid by the Association as part of the Common Expenses. When any such policy hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meeting of the Association.

In no event shall any distribution of proceeds be made by the Board of Managers directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his Mortgagee jointly.

Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his Condominium Unit (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Property, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each owner may obtain casualty insurance at his own expense upon his Condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

16. Casualty and Restoration.

(a) Except as hereinafter provided, damage to or destruction of any building due to fire or any other casualty or disaster shall be promptly repaired or reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of 2/3 (two-thirds) of all Co-owners at a special meeting of the Association called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Association shall be called and held within ninety (90) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been complete destruction of all the Buildings. If such a special

meeting is not called and held within such ninety (90) day period, or if the determination of whether or not there has been a complete destruction of all of the Buildings has not been made within such ninety (90) day period, then it shall be conclusively presumed that the Co-owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

(b) If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, and if the Property is not to be removed from the horizontal property regime, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of Condominium Units in proportion to the ratio of the Percentage Interest of each Condominium Unit bears to the total Percentage Interest of Condominium Units. Any such amount payable by the Co-owners shall be assessed as part of the Common Expense and shall constitute a lien from the time of assessment as provided and in the Act

(c) For purposes of subparagraph (b) above, repair, reconstruction and restoration shall mean constructing and rebuilding of the Condominium Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architectural structure.

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

(e) If, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3) of all of the Co-owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the insurance proceeds, if any, shall be divided among the Co-owners proportionately based upon the fair market value of each Condominium Unit immediately before the fire or other casualty or disaster as compared with the fair market value of such Condominium Unit after such fire or other casualty or disaster. In addition, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act under Section 28 of the Act and, in accordance with Section 21 of the Act.

81 52215

(i) The Property shall be deemed to be owned in common by the Condominium Unit Owners;

(ii) The undivided interest in the Property owned in common which shall apply to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas.

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

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

(f) Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Managers or Association has the responsibility of maintenance, the Board of Managers shall obtain detailed estimates of the cost to place the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Managers desires.

(g) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Managers from collection of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair is less than five thousand dollars (\$5,000.00), then the construction fund shall be disbursed by payment of such costs upon order of the Board of Managers provided, however, that upon request of a mortgagee or a beneficiary of an insurance policy, the proceeds are included in the construction fund, such funds shall be disbursed in the manner hereinafter provided in the following paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of the Building or other improvements is more than five thousand dollars (\$5,000.00), then the construction funds shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Managers to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect or other persons who have rendered services and materials furnished in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and material furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and material described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

81 52215

(iii) Encroachments upon or in favor of Condominium Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

(iv) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Board of Managers as a reserve or may be used in the maintenance and operation of the Common Areas, or, in the discretion of the Board of Managers, it may be distributed to the Owners in the Buildings affected and their Mortgagees who are the beneficial owner of the fund. The action of the Board of Managers in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

17. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Condominium Units and the Common Areas and Limited Areas are set forth in the By-Laws, including the limitation that each of the Condominium Units shall be limited to residential use. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the By-Laws, including but not limited to any covenants or restriction set forth in the By-Laws, Declarant shall have, until date described in paragraph 21 hereof as the date upon which Declarant's rights to expand the Property and THE HIDEAWAY terminate, the right to use and maintain any Condominium Units owned by Declarant, such other portions of the Property (other than individual Condominium Units owned by persons other than Declarant) and any portions of the real estate not then part of the Property, all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Condominium Units, or to promote or effect sales of the Condominium Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Condominium Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Property at any time.

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

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

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

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

(d) Adoption Any proposed amendment to this Declaration must be approved by a vote not less than two-thirds (2/3) in the aggregate of the Percentage Vote. In the event any Condominium Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.

(e) Special Amendments No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, without the approval of the Co-owners, except for changes pursuant to paragraph 21 herein, or (2) the provisions of paragraph 16 of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all mortgagees whose mortgage interest have been made known to the Board of Managers in accordance with the provisions of the By-Laws.

(f) Recording Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

(g) Amendments by Declarant Only Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board of Managers, any Mortgagees or any other person to amend or supplement this Declaration from time to time if: (1) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (2) such amendment or supplement is made to implement expansion of the Property and THE HIDEAWAY pursuant to Declarant's reserved rights to so expand the same as set forth in paragraph 21 hereof.

(h) Amendments subject to approval of two-thirds (2/3) of percentage vote Neither the Owners, the Association, nor the Declarant shall effect (by act or omissions) any of the following changes without the approval of two-thirds (2/3) in the aggregate of the Percentage Vote (excluding Declarant):

(i) The abandonment, partition, subdivision, encumbrance, sale or transfer (other than to the Association) of the Common Area, other than the granting or altering of utility and drainage easements);

(ii) Change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

(iii) Allow the Association to use hazard insurance proceeds for losses to the common area for other than the repair, replacement or reconstruction of the common area.

81 52215

(iv) Seek to abandon or terminate the Condominium project;

(v) Change the method in determining the pro rata interest or obligations of any individual Condominium Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Condominium Unit in the common elements.

(vi) partition or subdivide any Condominium Unit.

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

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

21. Expandable Condominium and Declarant's Reserved Rights THE HIDEAWAY is and shall be an "expandable condominium", as defined in the Act, and Declarant expressly reserves the right and option to expand the Property and THE HIDEAWAY in accordance with the provisions of the Act and the following provisions:

(a) The real estate described and defined herein as the tract (in Exhibit "A" attached hereto) is the real estate being subjected to THE HIDEAWAY Horizontal Property Regime by this Declaration and constitutes the first phase of the general plan of development of the real estate. The balance of the real estate is the area into which expansion of THE HIDEAWAY may be made by Declarant. The maximum number of Condominium Units which may be developed on the real estate, including Condominium Units on the Tract as defined in this original Declaration, shall be seventy-four (74). Subject to said limit as to the maximum number of Condominium units to be developed on the real estate, THE HIDEAWAY may be expanded by Declarant to include additional portions of the real estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the real estate shall preclude Declarant from thereafter from time to time further expanding THE HIDEAWAY to include other portions of the real estate,

81 52215

and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the real estate so long as such expansions are done on or before May 1, 1988. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand THE HIDEAWAY beyond the Tract (as defined and described in Exhibit "A" attached hereto) or any other portions of the real estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above. All improvements constructed by Declarant or for Declarant on other portions of the real estate shall be of good and workmanlike quality at least comparable to the quality of those dwelling units previously constructed and of the same type of architecture.

(b) The Percentage Interest which will apply to each Condominium Unit in THE HIDEAWAY may be expanded from time to time by Declarant in accordance with the terms hereof (including the Percentage Interest which applies to each of the Condominium Units included in this original Declaration) shall be equal and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been subjected and submitted to this Declaration and then constitute a part of THE HIDEAWAY.

(c) Simultaneously with the recording of amendments or supplements to this Declaration expanding THE HIDEAWAY, Declarant shall record new Plans as required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Percentage Interest so that the Condominium Units depicted on such new plans shall be allocated Percentage Interests in the Common Areas on the same basis as the Condominium Units depicted in the prior plans. Such reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating these changes has been recorded.

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

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such amendment or supplement to this declaration recorded pursuant to this paragraph 21. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

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

81 52215

(i) The portion of the real estate described in each such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration.

(ii) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be and be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

(iii) Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the percentage interest in the Common Areas appurtenant to each Condominium Unit shall, upon the recording of each amendment or supplement to this Declaration, be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

(iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Condominium Unit to so amend and re-allocate the Percentage Interest in the Common Areas appurtenant to each Condominium Unit.

(v) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas included in land to which THE HIDEAWAY is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas and the ownership of any such Condominium Unit and lien of any such mortgage shall automatically include and attach such additional Common Areas as such amendment or supplements to this Declaration are recorded.

(vi) Each Owner shall have a perpetual easement, appurtenant to his Condominium Unit for the use of any such additional Common Areas described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (also known as Limited Areas) of specific Condominium Units as may be provided in any such amendment or supplement to this Declaration.

(vii) The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.

(viii) Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees to himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all owners.

81 52215

22. Dedication of Streets. The Board of Managers of the Association is granted the authority to dedicate the streets within the Common Areas to the appropriate public authorities if and when they deem such action appropriate and to grant easements to utility companies (excluding transportation companies) upon such terms and conditions and for such consideration as they deem appropriate.

23. Reservation of Rights to the Use of the Common Areas

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

(b) Declarant shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Common Areas and, to the extent necessary, the Limited Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing utility equipment, facilities and installations to serve the Property and any portions of the real estate which are not part of the Property, to provide access to and ingress and egress to and from the Property and to any such portions of the real estate which are not part of the Property, to make improvements to and within the Property and any such portions of the real estate which are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property and such portions of the real estate which are not part of the Property. The foregoing easement shall be a transferable easement and Declarant may at any time and from time to time grant similar easements, rights or privileges to other persons and parties for the same purposes. By way of example, but not in limitation of the generality of the foregoing, Declarant, and others to whom Declarant may grant such similar easements, rights or privileges, may so use the Common Areas and, to the extent necessary, the Limited Areas, to supply utility services to the Property and any portions of the real estate which are not part of the Property and to permit public and quasi-public vehicles and privately owned delivery vehicles, and their personnel to enter upon and use the streets, the Common Areas and, to the extent necessary, the Limited Areas of THE HIDEAWAY in the performance of their duties.

24. Initial Management As set forth in the By-Laws, the Initial Board of Managers consists and will consist of persons selected by Declarant. The Board of Managers has entered or will hereafter enter into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term which will expire not later than three years from date of execution hereof, which Declarant (or such affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Areas and, to the extent the same is not otherwise the responsibility of Owners of individual Condominium Units, the Limited Areas, and, in general, perform all of the duties and obligations of the Association. Such management agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate), at any time prior to the expiration of its term, in which event the Association shall thereupon and thereafter resume performance of all of its duties and obligations and functions. Notwithstanding anything to the contrary contained herein, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to itself (or to its affiliate, as appropriate) the exclusive right to manage the Property and to perform the functions of the Association.

25. Commencement of Assessments The obligation to pay the Regular Assessment and any Special Assessment shall arise and shall attach to each respective Condominium Unit immediately upon conveyance by Declarant to each and every respective Owner. So long as Declarant is the Owner of any Condominium Unit that Declarant has not conveyed to any other Owner, then as against such Condominium Unit, and each and every such one, no assessment, whether Regular or Special, shall arise or attach. Declarant's sole obligation to pay for items otherwise subject to Regular or Special Assessment is limited to the obligation therefore as set forth in the By-Laws.

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

27. Severability Clause The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration or the By-Laws filed herewith shall not impair or effect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached By-Laws.

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

29. Floor Plans The plans setting forth the layout, location, identification numbers, dimensions of the Condominium Units and the Property are incorporated into this Declaration by reference, and are being filed concurrently in the Office of the Recorder of Marion County, Indiana, in the Horizontal Property Plan File 91-50016 as of August, 19 81.

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

ATTEST:

Bruce A. Bodner
Bruce A. Bodner, Secretary

RENDOB, INC.

By: Robert S. Bodner
Robert S. Bodner, President

This instrument was prepared by Bruce A. Bodner, Attorney-at-Law.

STATE OF INDIANA }
 } SS:
COUNTY OF MARION }

Before me, a Notary Public in and for said County and State personally appeared Robert S. Bodner & Bruce A. Bodner the President and the Secretary, respectively of RENDOB, INC., an Indiana corporation, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 14 day of August, 1981.

Patricia A. Dent
Patricia A. Dent, Notary Public

My Commission Expires: 1-20-85

A Resident of Marion, Indiana

81 52215

EXHIBIT A

Part of the East Half of the Southeast Quarter of Section 20, Township 17 North, Range 3 East in Pike Township, Marion County, Indiana, described as follows:

Beginning on the East line of the East Half of the Southeast Quarter of Section 20, Township 17 North, Range 3 East 888.98 feet North 00 degrees 00 minutes 00 seconds (assumed bearing) from the Southeast corner of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds on said East line 223.36 feet; thence South 89 degrees 02 minutes 20 seconds West 280.22 feet to the point of curvature of a curve to the left having a radius of 85.00 feet; thence Southwesterly on said curve, an arc distance of 78.78 feet to the point of tangency of said curve; thence South 35 degrees 56 minutes 06 seconds West tangent with said curve 28.91 feet to the point of curvature of a curve to the right having a radius of 59.00 feet; thence Southwesterly on said curve, an arc distance of 17.58 feet; thence South 46 degrees 45 minutes 14 seconds East 82.21 feet; thence South 00 degrees 57 minutes 40 seconds East 96.63 feet to a point on a line which bears South 89 degrees 02 minutes 20 seconds West from the place of beginning; thence North 89 degrees 02 minutes 20 seconds East on said line 315.35 feet to the place of beginning, containing 1.707 acres, more or less.

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EXHIBIT B

Each building in the Midway is of an architectural style commonly known as California Contemporary. The design of each building is of a type commonly known as a Townhouse. No basement is included in any building or in any Condominium Unit. Construction of each building is constituted of a concrete slab on the first floor and of wood frame construction above earth grade. Each building is constituted of four (4) Condominium Units with one enclosed and attached parking space for each such unit.

81 52215

EXHIBIT C

STATEMENT OF PERCENTAGE INTERESTS

<u>CONDOMINIUM UNITS</u>	<u>PERCENTAGE INTEREST</u>
Building 1	-
2421 Hideaway North Dr.	8.3
2427 Hideaway North Dr.	8.3
2426 Hideaway South Dr.	8.3
2420 Hideaway South Dr.	8.3
Building 2	
2433 Hideaway South Dr.	8.3
2435 Hideaway South Dr.	8.3
2437 Hideaway South Dr.	8.3
2439 Hideaway South Dr.	8.3
Building 3	
2447 Hideaway North Dr.	8.3
2453 Hideaway North Dr.	8.3
2452 Hideaway South Dr.	8.3
2446 Hideaway South Dr.	8.3

81 52215

CROSS REFERENCE

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FIRST AMENDMENT

TO

DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

AND

CODE OF BY-LAWS

FOR

THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

155
FILED
NOV 25 1981
619 340
RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
NOV 25 9 10 PM '81

BODNER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rendob, Inc., hereby amends the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime, which Declaration was recorded on the 18th day of August, 1981, as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana (such original Declaration hereinafter called the "Declaration").

RECITALS

A. BODNER REALTY CORPORATION is the Declarant under the Declaration. It is filing this First Amendment to the Declaration as the owner of all condominium units. Declarant further is acting pursuant to powers reserved to Declarant under said Declaration.

B. The sole purpose of this First Amendment to the Declaration is to annex certain additional real estate, which is owned by Bodner Realty Corporation to the Hideaway Horizontal Property Regime (hereinafter called "The Hideaway") pursuant to the rights reserved to the Declarant under paragraph twenty-one (21) of the Declaration.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

1. Exhibit "A" to the Declaration is hereby amended and entirely superseded by Exhibit "A" attached hereto and made a part hereof. Phase II, which heretofore was part of the real estate described

81 72666

in the Declaration is hereby annexed to The Hideaway Horizontal Property Regime. Effective upon the recording of this Amendment, the Property, as defined in paragraph 1(d) of the Declaration, is constituted of Phase I and Phase II as described on Exhibit "A".

2. Exhibit "B" attached hereto and made a part hereof amends and entirely supersedes that site plan recorded concurrently with the Declaration and recorded as Instrument Number 81-52216, Sheet 1, on the 18th day of August, 1981, in the Office of the Recorder of Marion County, Indiana. Said Exhibit "B" is a site plan of The Hideaway Horizontal Property Regime as hereby amended, and shows the location and condominium unit numbers of all condominium units in the Hideaway as originally submitted to the Act and as herein amended.
3. Certain building plans and floor plans recorded concurrently with the Declaration and recorded as Instrument Number 81-52216, Sheet 2 and Sheet 3, respectively, on the 18th day of August, 1981, in the Recorder's Office of Marion County, Indiana, are, by this reference, incorporated herein and made a part hereof. Said plans are the plans of the buildings and of the condominium units being annexed to the Hideaway.
4. Exhibit "B" to the original Declaration is incorporated herein. Exhibit "C" to the Declaration is hereby amended and entirely superseded by Exhibit "C" attached hereto and made a part hereof which sets forth the percentage interest of each condominium unit therein as hereby amended.

5. Section 25 of the Declaration is hereby amended to read as follows:

Commencement of Assessments. The obligation to pay the Regular Assessment and any Special Assessment shall arise and shall attach to each respective Condominium Unit immediately upon conveyance by Declarant to each and every respective Owner. The Declarant shall not be subject to assessment on Units which it owns except to the extent provided in Section 5.06 of the By-Laws.

6. Section 5.06 of the By-Laws of the Condominium is amended to read as follows:

"Section 5.06. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, the Declaration, in the Act, in the Statute or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings or concurrence of the Co-owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 3.02 hereof shall be deemed to cover and include each Owner's right to vote and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. The Declarant shall not, however, establish a Regular Assessment for any year which is more than 15% greater than the amount of the Regular Assessment in effect for the prior year without the approval of a majority in interest of the other Unit Owners. The Declarant's obligation to pay the Regular Assessment on Units owned by it shall be limited as follows: Units owned by the Declarant

shall not be subject to a Regular Assessment while they are under construction. Declarant shall pay one half the Regular Assessment on each Unit it owns from the time it is completed until it is conveyed to another Owner or is rented. Any units which are owned by Declarant which have been previously conveyed by Declarant or which are rented and occupied by a Tenant shall be subject to the full Regular Assessment. Declarant shall not be subject to any Special Assessment on units which it owns unless such units have been previously conveyed by the Declarant."

7. In all other respects the terms and conditions of the Declaration are hereby ratified, confirmed, and approved.

BODNER REALTY CORPORATION

By Robert S. Bodner
Robert S. Bodner, President

Attest:

Bruce A. Bodner
Bruce A. Bodner, Secretary

81 72666

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Robert S. Bodner and Bruce A. Bodner, the President and Secretary of BODNER REALTY CORPORATION, who acknowledged the execution of the foregoing First Amendment to the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime as the owner of each of the condominium units described in paragraph A above of the Recitals.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal this 10 day of November, 1981.

My Commission Expires:

1-20-85

My County of Residence:

Marion


Signature

Patricia G. Foist
Printed

NOTARY PUBLIC

This instrument was prepared by Walter E. Wolf, Jr.,
Attorney-at-Law.

81 72666

EXHIBIT A
PHASE I LEGAL DESCRIPTION

Part of the East Half of the Southeast Quarter of Section 20, Township 17 North, Range 3 East in Pike Township, Marion County, Indiana, described as follows:

Beginning on the East line of the East Half of the Southeast Quarter of Section 20, Township 17 North, Range 3 East 888.98 feet North 00 degrees 00 minutes 00 seconds (assumed bearing) from the Southeast corner of said Southeast Quarter; thence North 00 degrees 00 minutes 00 seconds on said East line 223.36 feet; thence South 89 degrees 02 minutes 20 seconds West 280.22 feet to the point of curvature of a curve to the left having a radius of 85.00 feet; thence Southwesterly on said curve, an arc distance of 78.78 feet to the point of tangency of said curve; thence South 35 degrees 56 minutes 06 seconds West tangent with said curve 28.91 feet to the point of curvature of a curve to the right having a radius of 59.00 feet; thence Southwesterly on said curve, an arc distance of 17.58 feet; thence South 46 degrees 45 minutes 14 seconds East 82.21 feet; thence South 00 degrees 57 minutes 40 seconds East 96.63 feet to a point on a line which bears South 89 degrees 02 minutes 20 seconds West from the place of beginning; thence North 89 degrees 02 minutes 20 seconds East on said line 315.35 feet to the place of beginning, containing 1.707 acres, more or less.

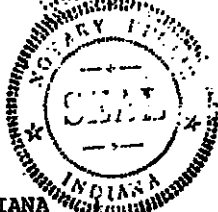
PHASE II LEGAL DESCRIPTION

Part of the East Half of the Southeast Quarter of Section 20, Township 17 North, Range 3 East in Pike Township, Marion County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 20, Township 17 North, Range 4 East; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) on the East line of said Southeast Quarter 1112.34 feet to the Northeast corner of Phase One of the Hideaway, recorded as Instrument #81-52216 in the Office of the Recorder of Marion County, Indiana; thence following the Northerly line of said Phase One, the following four courses and distances, South 88 degrees 02 minutes 20 seconds West 280.22 feet to the point of curvature of a curve to the left having a radius of 85.00 feet; thence Southwesterly on said curve, an arc distance of 78.78 feet to the point of tangency of said curve; thence South 35 degrees 56 minutes 06 seconds West tangent with said curve 28.91 feet to the point of curvature of a curve to the right having a radius of 59.00 feet; thence Southwesterly on said curve, an arc distance of 17.58 feet to the Northwesterly corner of said Phase One, and the place of beginning of the subdivision herein described; thence continuing Southwesterly on said curve an arc distance of 37.11 feet to the point of tangency of said curve; thence South 89 degrees 02 minutes 20 seconds West tangent with said curve 140.70 feet; thence South 00 degrees 57 minutes 40 seconds East 142.67 feet to a point on a line which bears South 89 degrees 02 minutes 20 seconds West from a point on the East line of said Southeast Quarter which is 888.98 feet North of the Southeast corner thereof; thence North 89 degrees 02 minutes 20 seconds East on said line 234.33 feet to the Southwesterly corner of the aforesaid Phase One of the Hideaway; thence North 00 degrees 57 minutes 40 seconds West on the Westerly line of said Phase One, a distance of 96.63 feet; thence North 46 degrees 45 minutes 14 seconds West on said Westerly line 82.21 feet to the place of beginning, containing 0.747 acre, more or less.

CONSENT BY MORTGAGEE

CITIZENS FIDELITY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, KENTUCKY, d/b/a CITIZENS FIDELITY MORTGAGE COMPANY, the Mortgagee of the real estate being submitted to The Horizontal Property Act by being added to THE HIDEAWAY HORIZONTAL PROPERTY REGIME, hereby consents to such property being added to the Horizontal Property Regime.



CITIZENS FIDELITY MORTGAGE COMPANY

By Mary L. Taylor
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared _____ who acknowledged the execution of the foregoing consent on behalf of CITIZENS FIDELITY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, KENTUCKY, d/b/a CITIZENS FIDELITY MORTGAGE COMPANY.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal this ____ day of _____, 1981.

My Commission Expires:

My County of Residence:

Signature

Printed

NOTARY PUBLIC

EXHIBIT C

STATEMENT OF PERCENTAGE INTERESTS

CONDOMINIUM UNITS

PERCENTAGE INTEREST

Building #1

2421 Hideaway North Dr.	5.00
2427 Hideaway North Dr.	5.00
2426 Hideaway South Dr.	5.00
2420 Hideaway South Dr.	5.00

Building #2

2433 Hideaway South Dr.	5.00
2435 Hideaway South Dr.	5.00
2437 Hideaway South Dr.	5.00
2439 Hideaway South Dr.	5.00

Building #3

2447 Hideaway North Dr.	5.00
2453 Hideaway North Dr.	5.00
2452 Hideaway South Dr.	5.00
2446 Hideaway South Dr.	5.00

Building #4

2469 Hideaway South Dr.	5.00
2471 Hideaway South Dr.	5.00
2473 Hideaway South Dr.	5.00
2475 Hideaway South Dr.	5.00

Building #5

2507 Hideaway South Dr.	5.00
2509 Hideaway South Dr.	5.00
2511 Hideaway South Dr.	5.00
2513 Hideaway South Dr.	5.00

2000

CROSS REFERENCE

82 19530

CROSS REFERENCE

SECOND AMENDMENT
TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
AND TO
CODE OF BY-LAWS
FOR
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
APR 21 12 13 PM '82

BODNER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rendob, Inc., hereby amends the Declaration of Horizontal Property Ownership, which Declaration was recorded on the 16th day of August, 1981, as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana, and further amends the First Amendment to said Declaration and the the Code of By-Laws for The Hideaway Horizontal Property Regime, which First Amendment was recorded on the 25 day of November, 1981, as Instrument number 81-72886 in the Office of the Recorder of Marion County, Indiana (such original Declaration and the First Amendment thereto hereinafter called the "Declaration").

RECITALS

A. BODNER REALTY CORPORATION is the Declarant under the Declaration. Declarant is filing this Second Amendment pursuant to powers reserved to Declarant under said Declaration; pursuant to compliance with Sections 18(a) through and including Section 18(d) of the Declaration; and pursuant to the consent of two-thirds in the aggregate of

82 19530

the percentage vote (excluding Declarant) and of present first mortgagees who have given prior notice of such interest to the Board of Managers in accordance with the provisions of the By-Laws.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

1. Section 16 of the Declaration is hereby supplemented by adding new subsection 16(h) which reads as follows:

16(h) Right of First Mortgagee to Insurance and condemnation awards.

Notwithstanding any contrary provision of this Declaration or of the By-Laws, no Owner, or any other party, shall have priority over any rights of any first mortgagees of a Condominium Unit in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of his Condominium Unit and/or any common areas.

2. Subsection 18(g) of the Declaration is hereby supplemented by adding new clause 18(g)(3) which reads as follows:

18(g)(3) in the event Federal National Mortgage Association, Federal Home Loan Mortgage Corp, Federal Housing Authority, Veterans Administration, or other purchaser of a mortgage
82 19560
of any property in

this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things, in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

Notwithstanding anything to the contrary herein any amendment, supplement, or other modification proposed to be made to the Declaration or By-Laws and requiring unanimous approval of Owners and/or mortgagees, as provided in the Act, Declaration, or the By-Laws, shall be effective only upon approval or satisfaction by all such Owners and/or mortgagees.

3. Section 18 (h) of the Declaration is hereby amended to read as follows:

Amendment subject to approval of two-thirds (2/3) of Mortgagee's or of percentage vote. Neither the Owners, the Association, nor the Declarant shall effect (by act or omission) any of the following changes without the prior written approval of at least two-thirds (2/3) of the first mortgagee's (based upon one vote for each first mortgage owned) or two-thirds (2/3), in the aggregate, of the percentage vote of the Owners (other than the Declarant, Sponsor, Builder or Developer):

(i) The abandonment, partition, subdivision, encumbrance, sale, or transfer of the common area, other than the granting or altering of utility and drainage easements.

(ii) Change in the method of determining the obligations, assessments, dues or other charges which may be levied against an owner;

(iii) Allow the association to use hazard insurance proceeds for losses to the common area for other than repair, replacement or reconstruction of the common area.

(iv) Seek to abandon or terminate the Condominium project;

(v) Change the method in determining the pro rata interest or obligations of any individual condominium unit for the purpose of (i) levying assessments or charges or

allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common elements.

(vii) partition or subdivide any condominium unit.

4. Subsection 21(a) of The Declaration is hereby amended by striking the date "May 1, 1988", and inserting in lieu thereof "May 1, 1986".

5. Section 21 of the Declaration is hereby supplemented by adding new sub-section 21(a) which reads as follows:

21(a) Notwithstanding any contrary provision of this Section, Declarant shall obtain written approval prior to amending or merging the condominium from any mortgagee who (i) requires such prior approval as a condition or term to having become a mortgagee; (ii) holds a first mortgage to at least one Condominium Unit on the date that such amending or merging occurs; (iii) gives actual or constructive notice to Declarant of such requirement of prior approval prior to the date that any such amending or merging occurs; and (iv) such amendment or merger would accomplish an expansion of the Hideaway Horizontal Property Regime in a manner that conflicts with the general plan of expansion of The Hideaway.

6. Section 24 of the Declaration is hereby amended to read as follows:

24. Initial Management

82 19530

As set forth in the By-Laws, the Initial Board of Managers consists and will consist of persons selected by Declarant. The Board of Managers has entered or will hereafter enter into a management agreement with Declarant

82 33106

11.00

CROSS-REFERENCE

UPON RECEIPT

FIRST SUPPLEMENTAL AMENDMENT

TO THE

DECLARATION OF HORIZONTAL PROPERTY

CONVEYED BY INSTRUMENT

NO. 81-52218

IN THE COUNTY OF MARION, INDIANA

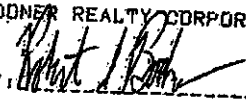
James Pender, Inc., an Indiana Corporation, and
 on this 24th day of January, 1982, James Pender, Inc., hereby
 supplements the Declaration of Horizontal Property
 Conveyed by Instrument Number 81-52218 in the Office of
 the Recorder of Marion County, Indiana, and further
 supplements the First Amendment to said Declaration and the
 Code of By-Laws for The Hideaway Horizontal Property Regime,
 which First Amendment was recorded on the 25th day of
 November, 1981, in the Office of the Recorder of Marion
 County as Instrument Number 81-72666 and re-recorded in the
 Office of the Recorder of Marion County, Indiana, as
 Instrument Number 81-75186, and further supplements the
 Second Amendment to said Declaration and Code of By-Laws for
 the Hideaway Horizontal Property Regime, which Second
 Amendment was recorded on the 21st day of April, 1982, as
 Instrument Number 82-19530, in the Office of The Recorder of
 Marion County, Indiana (such original Declaration and First
 and Second Amendments thereto hereinafter called the "Declaration").

Subsection 21(e) of The Second Amendment to the
 Declaration is hereby supplemented by adding the following:

21(e) By way of example and not in limitation of
 the foregoing, written approval shall be
 obtained from the Veterans Administration
 prior to amendment to or merger of the
 Hideaway Horizontal Property Regime.

In all other respects the terms and conditions of the
 Declaration are hereby ratified, confirmed, and approved.

BODNER REALTY CORPORATION

BY: 
 ROBERT S. BODNER, PRESIDENT

ATTEST:


 BRUCE A. BODNER, SECRETARY

82 33106

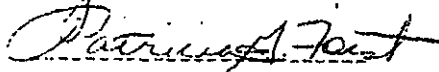
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NOTARIAL PUBLIC

NOTARIAL PUBLIC

I, Notary Public for Marion County and State of Indiana, appeared Robert S. Bodner and Bruce A. Bodner, the President and Secretary, respectively, of BODNER REAL ESTATE CORPORATION, who acknowledged the execution of the foregoing First Supplemental Agreement to the Declaration of Horizontal Property Generation for the Highway Horizontal Property Regime for and on behalf of such Corporation.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal this 11 day of June, 1982.



PATRICIA G. FOIST, A RESIDENT
OF MARION COUNTY

MY COMMISSION EXPIRES:

1-18-85

This instrument was prepared by Bruce A. Bodner,
Attorney-at-Law, 18455 North College Avenue, Indianapolis,
Indiana, 46280

82 33106

UNOFFICIAL AFFIDAVIT

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS, a mortgagee of the real estate having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this First Supplemental.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS

BY: Gary G. Ritz
GARY G. RITZ
TITLE: ASST. VICE PRESIDENT

STATE OF INDIANA)
1881
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared GARY G. RITZ who acknowledged the execution of the foregoing consent on behalf of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 17 day of June, 1982.

Patricia G. Ford
PATRICIA G. FORD
Notary Public, a resident of
MARION county.

My commission expires
1-19-85

82 33106

Notary Public in and for the State of Indiana

VETERANS ADMINISTRATION, the mortgages of the real estate having been submitted to the Horizontal Property Act and being affected thereby, hereby consents to this First Supplemental.

VETERANS ADMINISTRATION

BY James A. Hess
TITLE Notary Public, VA

STATE OF INDIANA)
)SS,
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared James A. Hess who acknowledged the execution of the foregoing consent on behalf of VETERANS ADMINISTRATION.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 18th day of June 1982.

Alta M. Moit
Alta M. Moit
Notary Public, a resident of
Marion county.

My commission expires
July 6, 1982

82 33106

2150
2/28/82

82 38596

THIRD AMENDMENT
TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
AND
CODE OF BY-LAWS
EQB
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

FILED
CROSS REFERENCE

CROSS REFERENCE

BODNER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rendob, Inc., hereby amends the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime, which Declaration was recorded on the 18th day of August, 1981 as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana, as amended by the First Amendment, Second Amendment and First Supplemental Amendment thereto, recorded in the Office of the Recorder of Marion County, Indiana, respectively, on the 25th day of November, 1981, as Instrument Number 81-72866 and re-recorded on the 17th day of December, 1981, as Instrument Number 81-76186, on the 21st day of April, 1982, as Instrument Number 82-19530, and on the 24th day of June, 1982, as Instrument Number 82-33106 (such original Declaration together with the First, Second, and First Supplemental Amendments thereto hereinafter referred to as the "Declaration").

RECITALS

BODNER REALTY CORPORATION is the Declarant under the Declaration. It is filing this Third Amendment to the Declaration pursuant to powers reserved to Declarant under said Declaration. The sole purpose of this Third Amendment to the Declaration is to annex certain additional real estate, which is owned by Bodner Realty Corporation, to the Hideaway Horizontal Property Regime (hereinafter referred to as "The Hideaway") pursuant to the rights reserved to Declarant under paragraph twenty-one (21) of the Declaration.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

1. Exhibit "A" to the First Amendment is hereby supplemented by adding the language set forth on Exhibit "A" attached hereto and made a part hereof. Phase III, which heretofore was part of the real estate described in the Declaration is hereby annexed to The Hideaway Horizontal Property Regime. Effective upon the recording of this Amendment, the Property, as defined

82 38596

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RECORDER-MARION CO.

JUL 21 10 36 AM '82

in paragraph 1 (d) of the Declaration, is constituted of Phase I, Phase II, and Phase III.

2. Exhibit "B" attached hereto and made a part hereof supplements that site plan recorded concurrently (but not re-recorded) with the First Amendment and recorded as Instrument Number 81-72668, Sheet 1, on the 25th day of November, 1981, in the Office of the Recorder of Marion County, Indiana. Said Exhibit "B" is a site plan of Phase III of The Hideaway, and shows the location and condominium unit numbers of all condominium units in Phase III of the Hideaway.

3. Certain building plans and floor plans recorded concurrently with the Declaration and recorded as Instrument Number 81-92218, Sheet 2 and 3, respectively, on the 18th day of August, 1981, in the Recorder's Office of Marion County, Indiana, are, by this reference, incorporated herein and made a part hereof. Said plans are the plans of condominium unit numbers 2533, 2535, 2537, 2539, 2559, 2561, 2563, 2565, all on Hideaway South Drive, on Exhibit


"B" attached hereto and of the buildings containing and constituting said condominium units, which buildings and condominium units are being annexed to the Hideaway.

4. Certain building plans and floor plans are being recorded concurrently herewith as sheet 4 and sheet 5 constituting floor plans and building plans for typical three bedroom condominium units. Said plans are the plans of condominium unit numbers 2493, 2507 Hideaway North Drive, and 2506, 2482 Hideaway South Drive, respectively, on Exhibit "B" attached hereto and of the buildings containing and constituting said condominium units, which building and condominium units are being annexed to the Hideaway.

5. Exhibit "B" to the original Declaration is incorporated herein. Exhibit "C" to the First Amendment is hereby amended and entirely superseded by Exhibit "C" attached hereto and made a part hereof which sets forth the percentage interest of each condominium unit therein as hereby amended.

6. In all other respects the terms and conditions of the Declaration are hereby ratified, confirmed, and approved.

BODNER REALTY CORPORATION

BY: 
ROBERT S. BODNER,
PRESIDENT

ATTEST:


Bruce A. Bodner

82 38596

82 38596

STATE OF INDIANA)
) 1951
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Robert S. Bodner and Bruce A. Bodner, the President and Secretary of BODNER REALTY CORPORATION, who acknowledged the execution of the foregoing Third Amendment to the Declaration of Horizontal Property Ownership for the Hinnaway Horizontal Property Regime.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal this 19 day of July

My Commission Expires:
1-19-65

My County of Residence is:
Marion

Patricia G. Foist
Patricia G. Foist
Notary Public



This instrument was prepared by Bruce A. Bodner, Attorney at Law, 10455 N. College Ave, Indianapolis, Indiana 46260.

82 38596

EXHIBIT A

Part of the East Half of the Southeast Quarter of Section 20,
Township 17 North, Range 3 East in Pike Township, Marion County,
Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of
Section 20, Township 17 North, Range 3 East; thence North 00 degrees
00 minutes 00 seconds (assumed bearing) on the East line of said
Southeast Quarter 1112.34 feet to the Northeast corner of "Phase
One" of "The Hideaway", recorded as Instrument #81-52216 in the
Office of the Recorder of Marion County, Indiana; thence following
the Northerly line of said Phase One, South 88 degrees 02 minutes 20
seconds West 280.22 feet to the point of curvature of a curve to the
left having a radius of 85.00 feet; thence Southwesterly on said
curve, an arc distance of 77.83 feet to the place of beginning of
the subdivision herein described; thence continuing Southwesterly on
said curve an arc distance of 0.95 (ninety-five hundredths) feet to
the point of tangency of said curve; thence South 35 degrees 56
minutes 06 seconds West tangent with said curve 28.91 feet to the
point of curvature of a curve to the right having a radius of 59.00
feet; thence Southwesterly on said curve, an arc distance of 17.58
feet to the Northeast corner of "Phase Two" of "The Hideaway",
recorded as Instrument #81-72667 in the Office of the Recorder of
Marion County, Indiana; thence following the Northerly line of said
Phase Two on said curve to the right, an arc distance of 37.11 feet
to the point of tangency of said curve; thence South 89 degrees 02
minutes 20 seconds West tangent with said curve on said Northerly
line 140.70 feet to the Northwest corner of said Phase Two; thence
South 00 degrees 57 minutes 40 seconds East 142.67 feet to a point
on a line which bears South 89 degrees 02 minutes 20 seconds West
888.98 feet North of the Southeast corner thereof; thence South 89
degrees 02 minutes 20 seconds West on said line 232.05 feet to the
East line of "Westchester Estates-Second Section", the plat of which
is recorded in Plat Book 31, page 101 in the Office of the Recorder
of Marion County, Indiana; thence North 00 degrees 02 minutes 20
seconds East on the East line of said Westchester Estates, 122.68
feet; thence North 89 degrees 02 minutes 20 seconds East 143.80
feet; thence North 71 degrees 07 minutes 28 seconds East 49.19 feet;
thence North 00 degrees 57 minutes 40 seconds West 66.59 feet;
thence North 89 degrees 02 minutes 20 seconds East 63.10 feet;
thence North 66 degrees 24 minutes 13 seconds East 128.35 feet;
thence South 45 degrees 54 minutes 42 seconds East 89.96 feet to the
place of beginning, containing 1.094 acres, more or less.

82 38596

EXHIBIT C
STATEMENT OF PERCENTAGE INTERESTS

CONDOMINIUM UNITS			PERCENTAGE INTEREST
BUILDING #1			
2431	HIDEAWAY NORTH DRIVE		100%
2432	HIDEAWAY NORTH DRIVE		100%
2433	HIDEAWAY SOUTH DRIVE		100%
2434	HIDEAWAY SOUTH DRIVE		100%
BUILDING #2			
2435	HIDEAWAY SOUTH DRIVE		100%
2436	HIDEAWAY SOUTH DRIVE		100%
2437	HIDEAWAY SOUTH DRIVE		100%
2438	HIDEAWAY SOUTH DRIVE		100%
BUILDING #3			
2439	HIDEAWAY NORTH DRIVE		100%
2440	HIDEAWAY NORTH DRIVE		100%
2441	HIDEAWAY SOUTH DRIVE		100%
2442	HIDEAWAY SOUTH DRIVE		100%
BUILDING #4			
2443	HIDEAWAY SOUTH DRIVE		100%
2444	HIDEAWAY SOUTH DRIVE		100%
2445	HIDEAWAY SOUTH DRIVE		100%
2446	HIDEAWAY SOUTH DRIVE		100%
BUILDING #5			
2447	HIDEAWAY SOUTH DRIVE		100%
2448	HIDEAWAY SOUTH DRIVE		100%
2449	HIDEAWAY SOUTH DRIVE		100%
2450	HIDEAWAY SOUTH DRIVE		100%
BUILDING #6			
2451	HIDEAWAY SOUTH DRIVE		100%
2452	HIDEAWAY SOUTH DRIVE		100%
2453	HIDEAWAY SOUTH DRIVE		100%
2454	HIDEAWAY SOUTH DRIVE		100%
BUILDING #7			
2455	HIDEAWAY SOUTH DRIVE		100%
2456	HIDEAWAY SOUTH DRIVE		100%
2457	HIDEAWAY SOUTH DRIVE		100%
2458	HIDEAWAY SOUTH DRIVE		100%
BUILDING #8			
2459	HIDEAWAY NORTH DRIVE		100%
2460	HIDEAWAY NORTH DRIVE		100%
2461	HIDEAWAY SOUTH DRIVE		100%
2462	HIDEAWAY SOUTH DRIVE		100%

CONSENT BY MORTGAGEE

CITIZENS FIDELITY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, KENTUCKY, d/b/a/ CITIZENS FIDELITY MORTGAGE COMPANY, the mortgagee of the real estate having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this THIRD AMENDMENT.

CITIZENS FIDELITY MORTGAGE COMPANY

BY: Mary Susan Taylor
TITLE: Chief Vice President

STATE OF Indiana)
) SS,
COUNTY OF Morgan)

Before me, a Notary Public, in and for said county and state, personally appeared Mary Susan Taylor who acknowledged the execution of the foregoing consent on behalf of CITIZENS FIDELITY MORTGAGE COMPANY.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 19 day of July, 1982.

Patricia G. Font
Notary Public, a resident of
Morgan county.



My commission expires

1-19-83

82 38596

CONSENT BY MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS, a mortgagee of some condominium units having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this THIRD AMENDMENT.

FIRST FEDERAL SAVINGS AND LOAN ASSOC.
OF INDIANAPOLIS

BY: Sam B. Pitt
TITLE: ASST. VICE PRESIDENT

STATE OF Indiana
COUNTY OF Marion

Before me, a Notary Public, in and for said county and state, personally appeared Sam B. Pitt who acknowledged the execution of the foregoing consent on behalf of FIRST FEDERAL SAVINGS AND LOAN ASSOC. OF INDIANAPOLIS. IN WITNESS WHEREOF, I have set my hand and notarial seal this 19 day of July, 1982.

Patricia A. [Signature]
Notary Public, a resident of Marion county.

My commission expires

1-19-85

82 38596



CONSENT BY MORTGAGEE

VETERANS ADMINISTRATION, a prospective mortgagee of some condominium units having been and herewith being submitted to the Horizontal Property Act and being affected hereby, hereby consents to this THIRD AMENDMENT.

VETERANS ADMINISTRATION

BY: [Signature]
TITLE: Chief Security Officer

STATE OF Indiana)
)SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared William O'CONNOR who acknowledged the execution of the foregoing consent on behalf of VETERANS ADMINISTRATION.

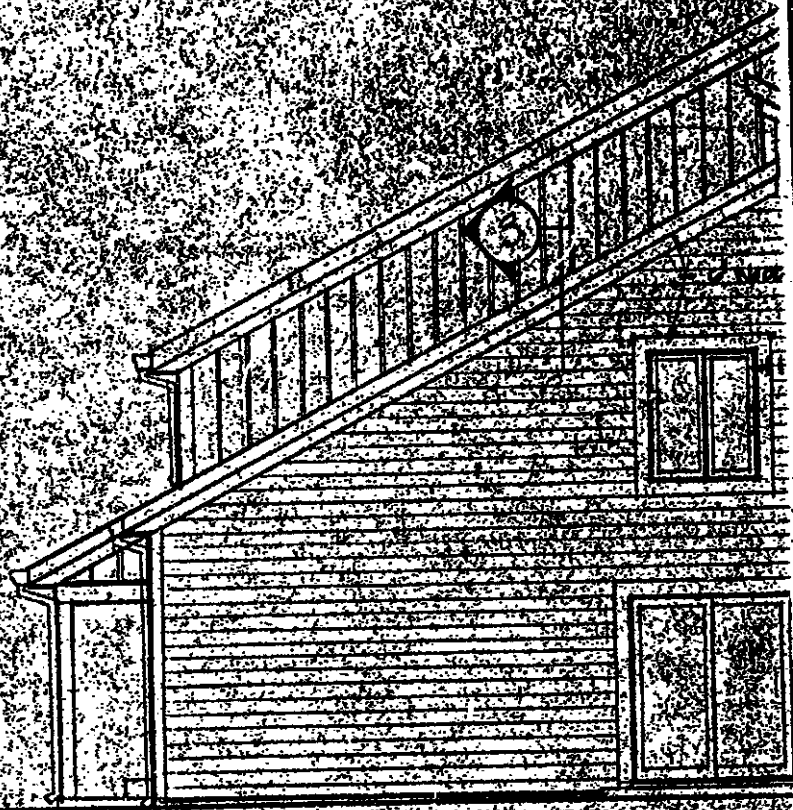
IN WITNESS WHEREOF, I have set my hand and notarial seal this 00 day of July 1982.

[Signature]
PATRICIA G. FEIST
Notary Public, a resident of Marion county.



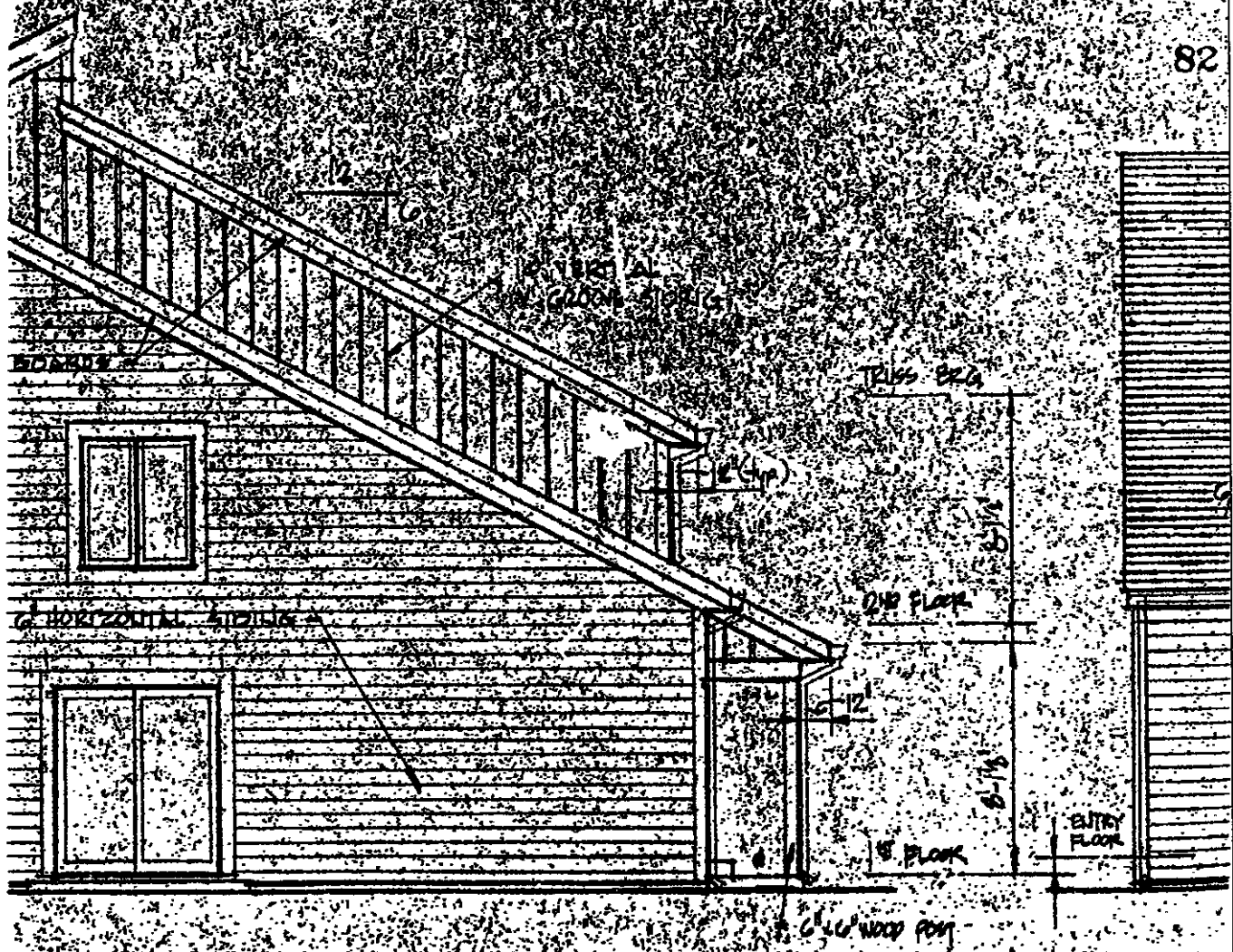
My commission expires
1-19-82

82 - 38596



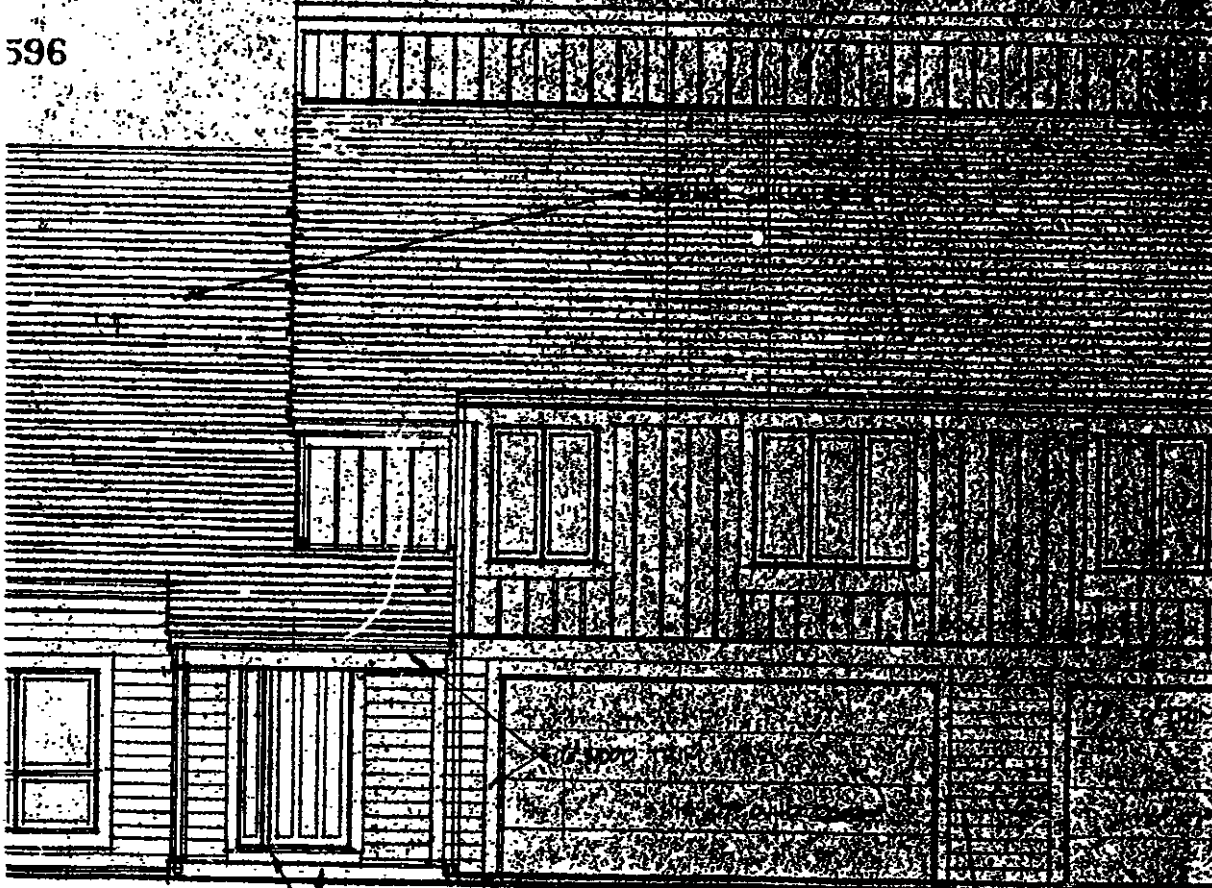
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ELEVATION

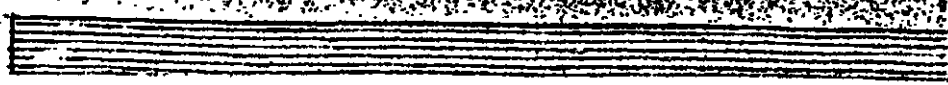
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CONC. STEP & STOOP

FRONT ELEVATION

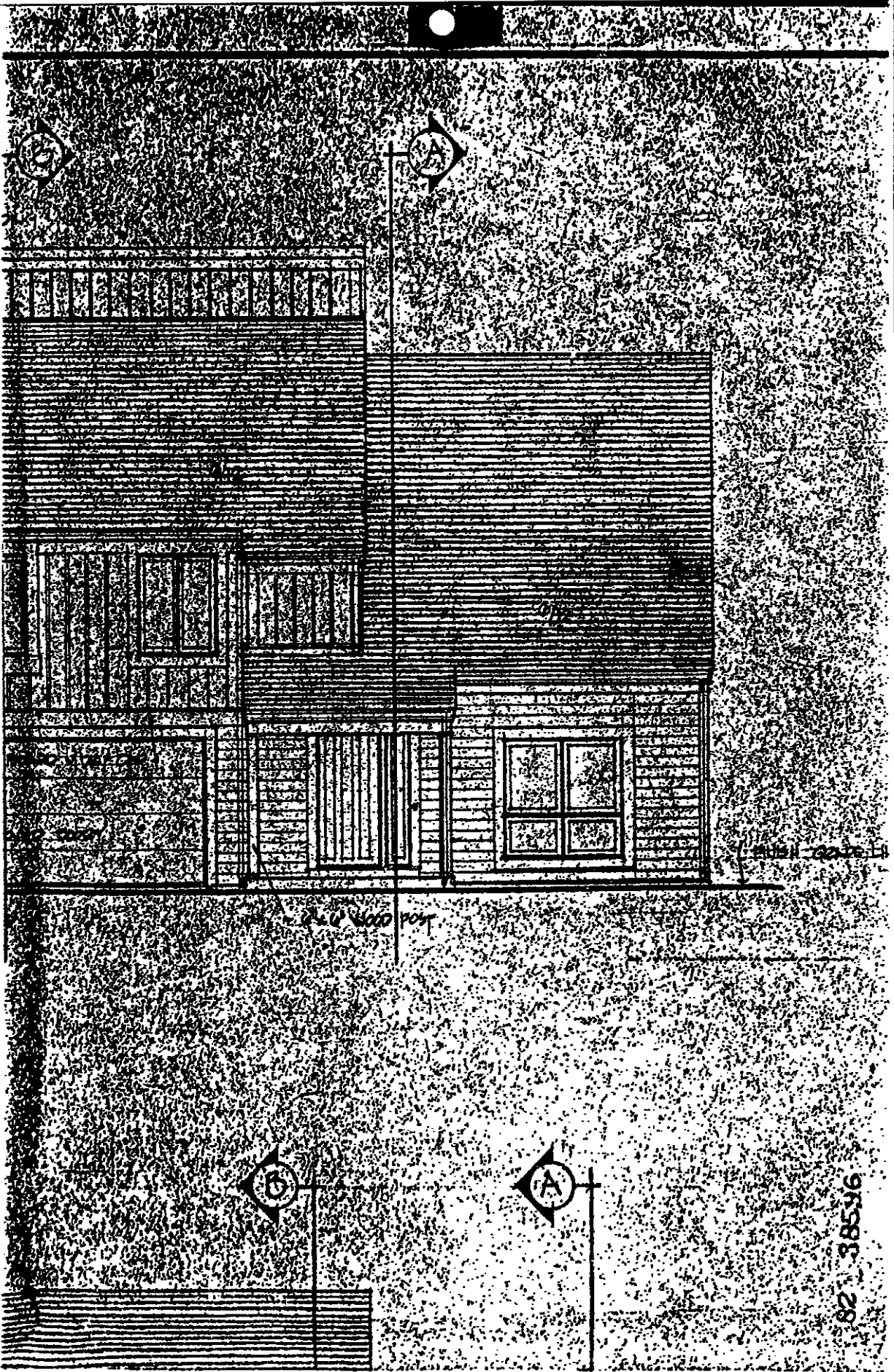
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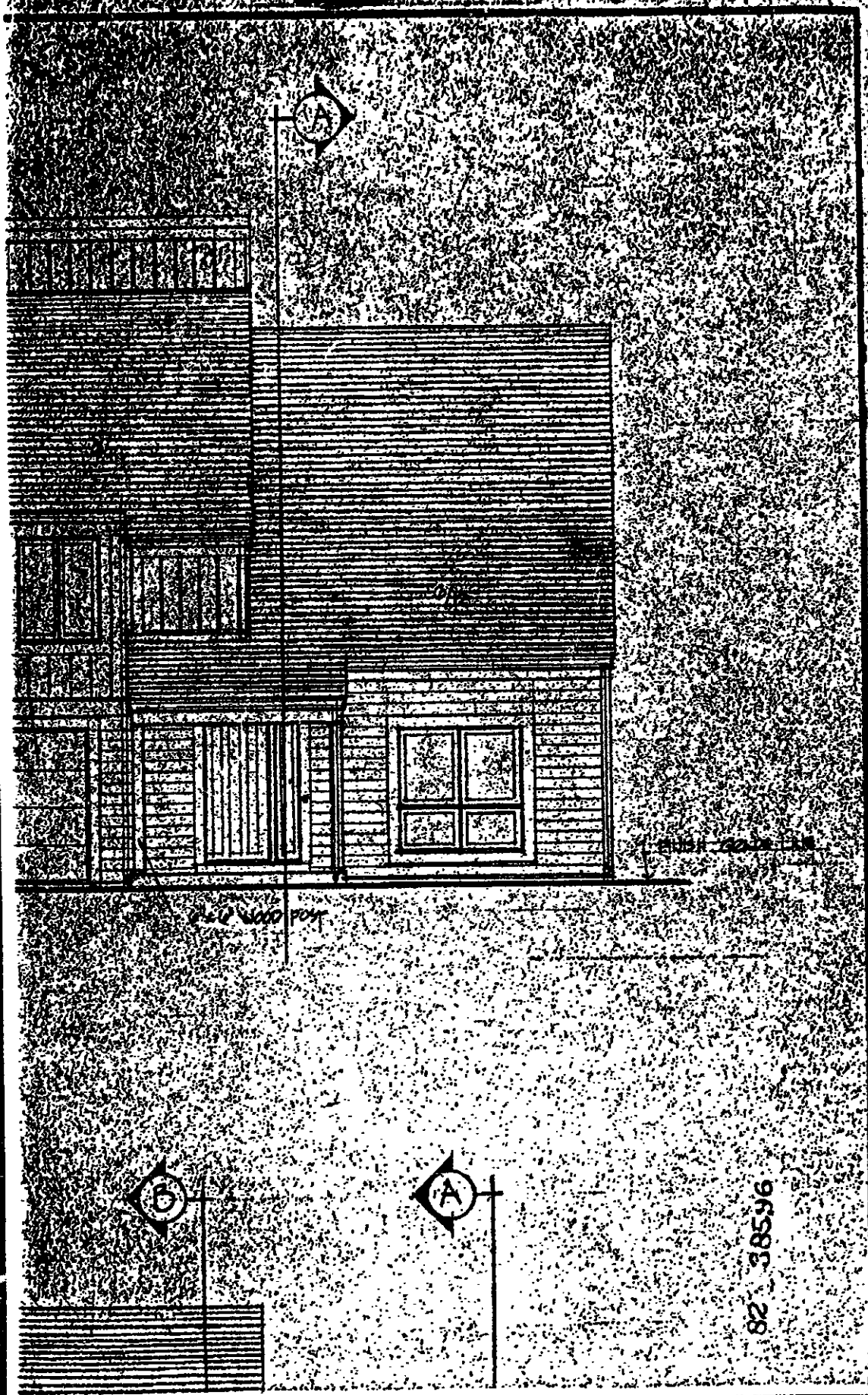
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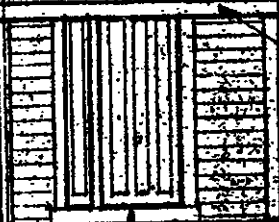
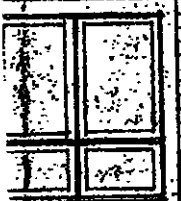
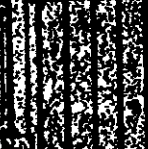
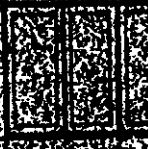
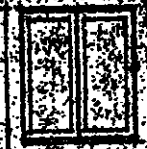
WOOD POST

82 385K6



82-38596

10" V-GROOVE
HORIZONTAL SIDING



CONC. STEP & STAIR

REAR ELEVATION

82 38596

These drawings are as shown and approved by the Municipal Authority having jurisdiction of building regulations. Interior layouts are typical and subject to change to time.



This Instrument Prepared By: James L. Whelan



J. H. HALL, ARCHT.

1/2" = 1'-0"

EXHIBIT

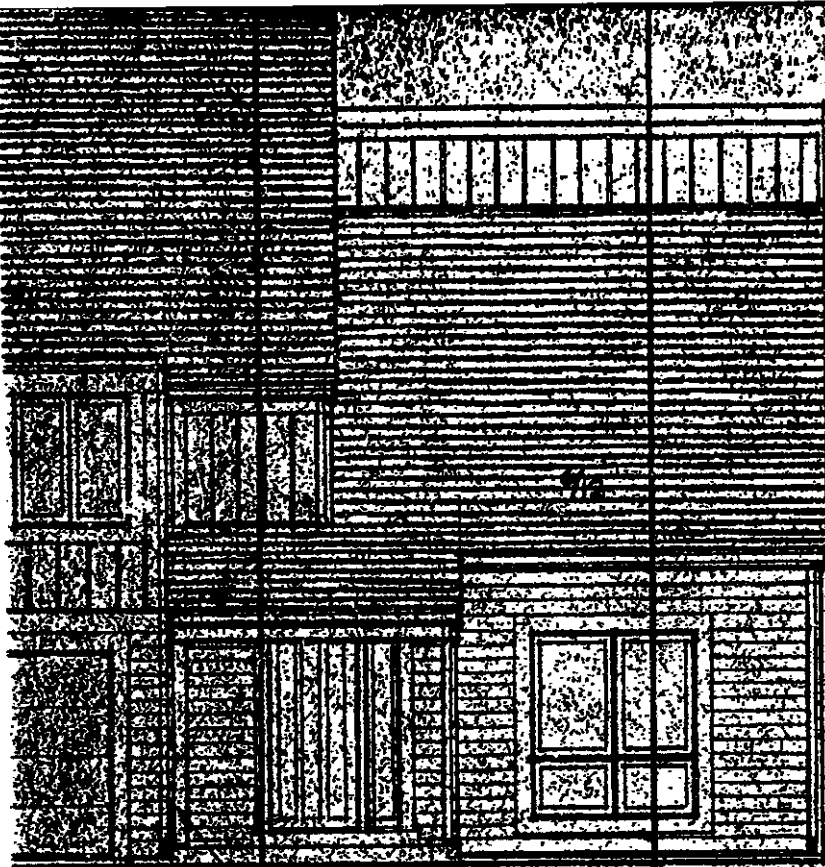
STUCKER BUILDING CORP.
 1150 N. COLLEGE AVE.
 INDIANAPOLIS, INDIANA

THE HIDEAWAY
 6020 N. DANFORTH RD.
 INDIANAPOLIS, INDIANA



AMERICAN CONSULTING ENGINEERS,
 CIVIL • STRUCTURAL • ENVIRONMENTAL • SURVEYING • PLAN
 INDIANAPOLIS

SCALE: 1/16" = 1'-0"	REVISIONS	DATE
DATE: 2-2-82		
DRAWN BY: R.C.		
CHECKED BY: [Signature]	JOB NO. 81-147A	MICRO. NO.



EXHIBIT

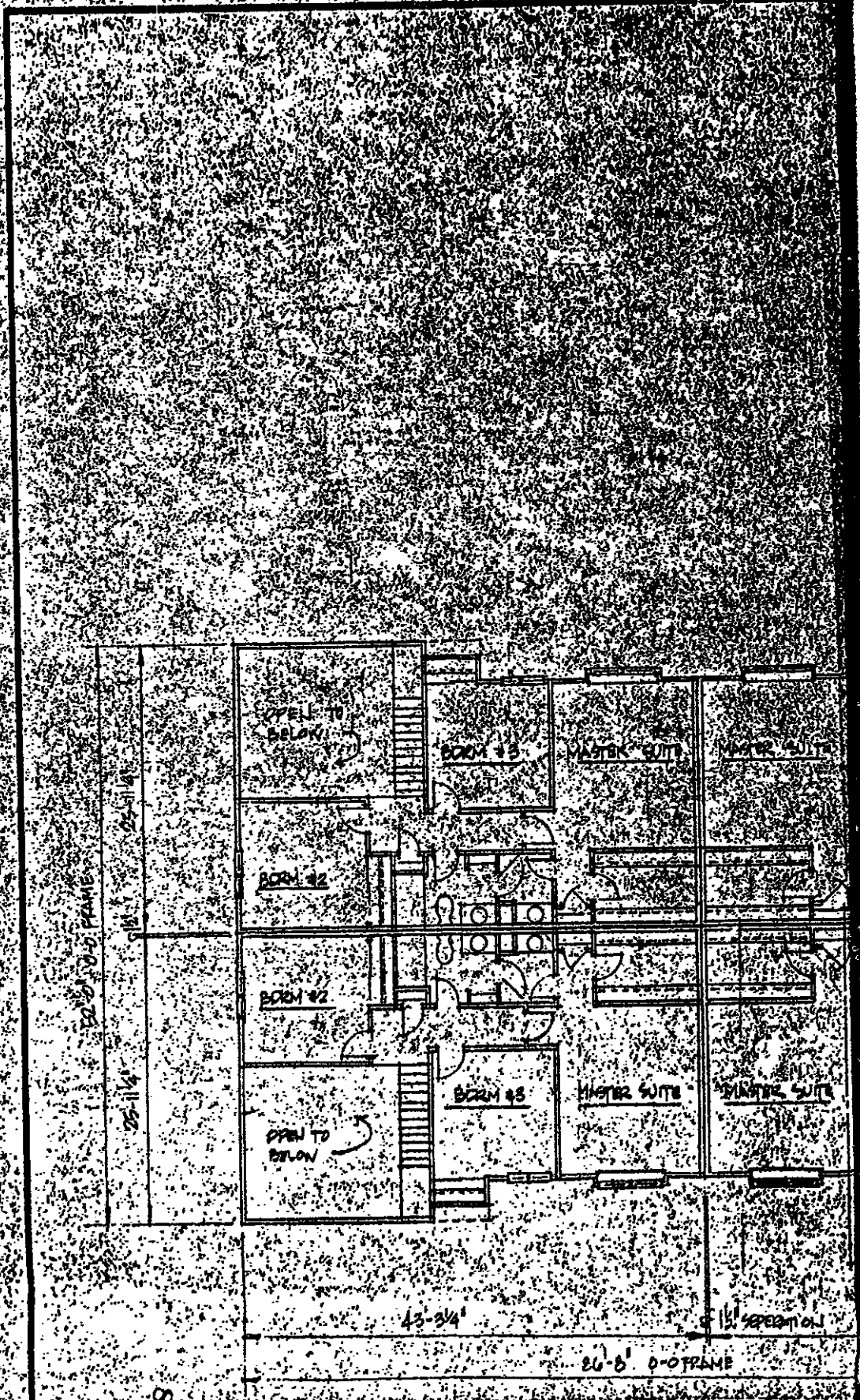
BOOKER BUILDING CORP.
 1000 S. STANGOR AVENUE
 INDIANAPOLIS, INDIANA

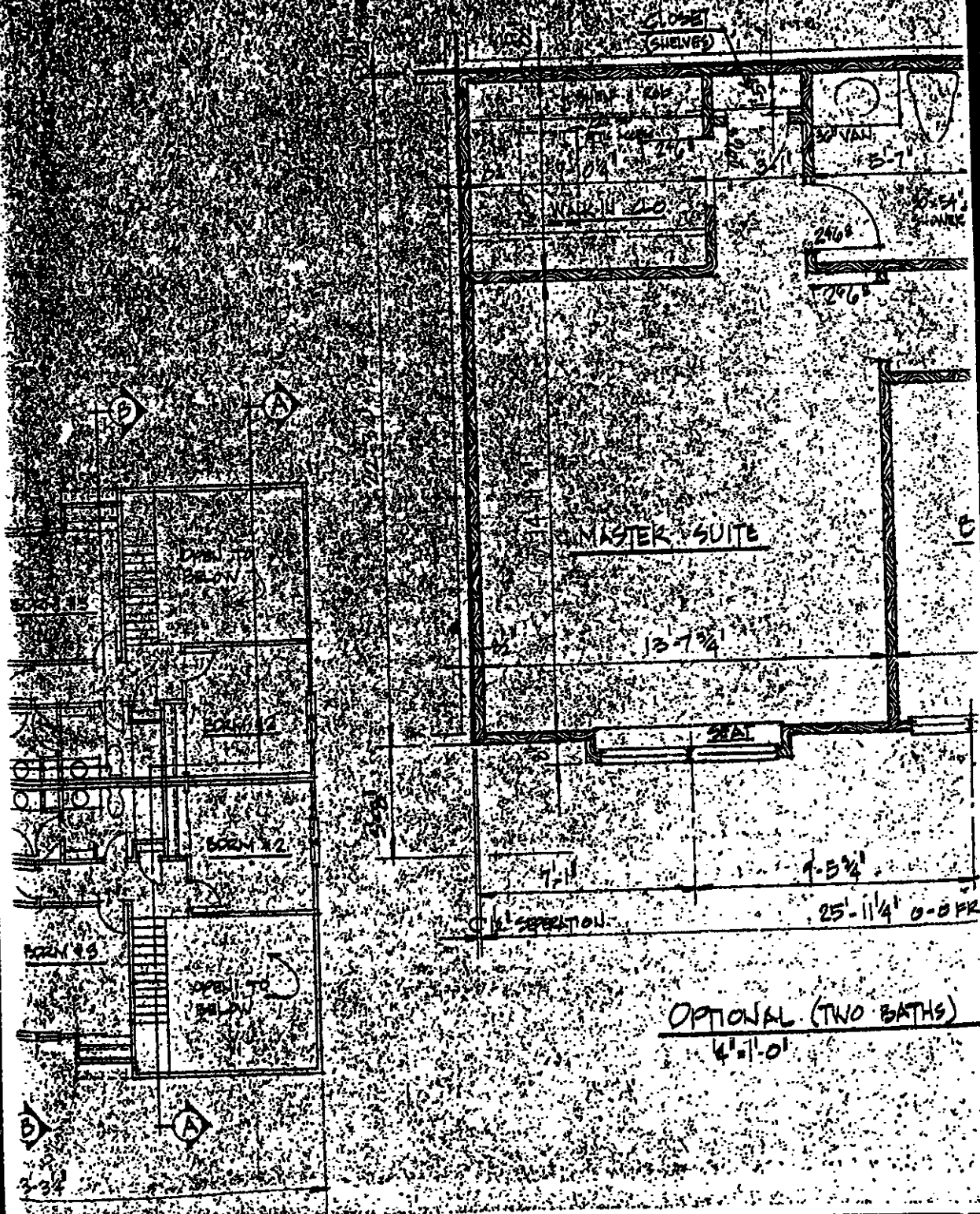
THE HIDEAWAY
 6020 N. TANKERSHIP LANE
 INDIANAPOLIS, INDIANA



AMERICAN CONSULTING ENGINEERS, INC.
 CIVIL • STRUCTURAL • ENVIRONMENTAL • SURVEYING • PLANNING
 INDIANAPOLIS INDIANA

SCALE: 1/8" = 1'-0"	REVISIONS	DATE	SHEET NO.
DATE: 2-2-82			4
DRAWN BY: KIC			
CHECKED BY:	JOB NO. 81-147A	MICRO. NO.	OF





CLOSE
(SHELVES)

30" VAN

240°

240°

MASTER SUITE

13'-7 1/2"

24"

7'-1"

1'-5 1/2"

25'-11 1/4" O-SFR

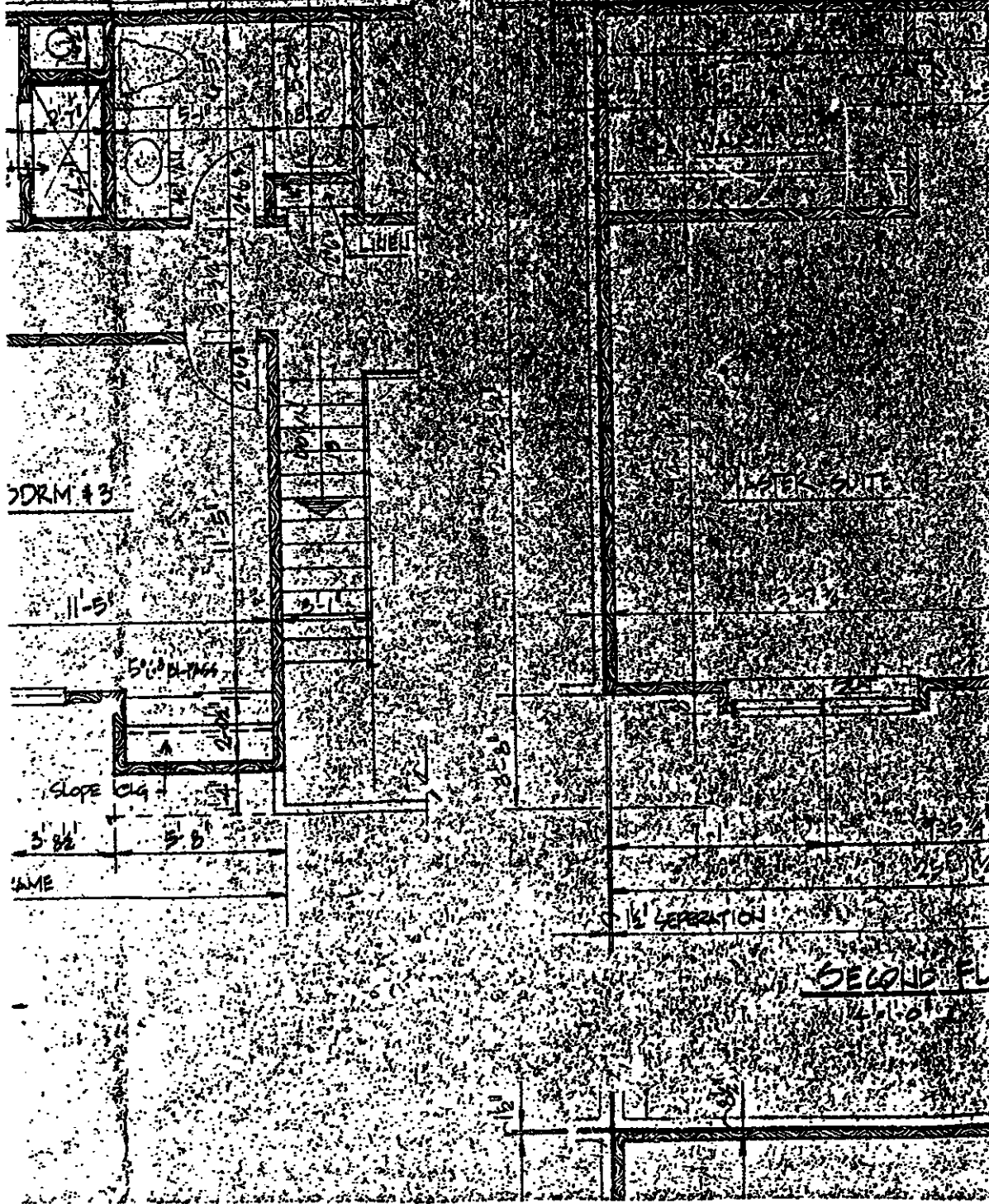
CL. SEPARATION

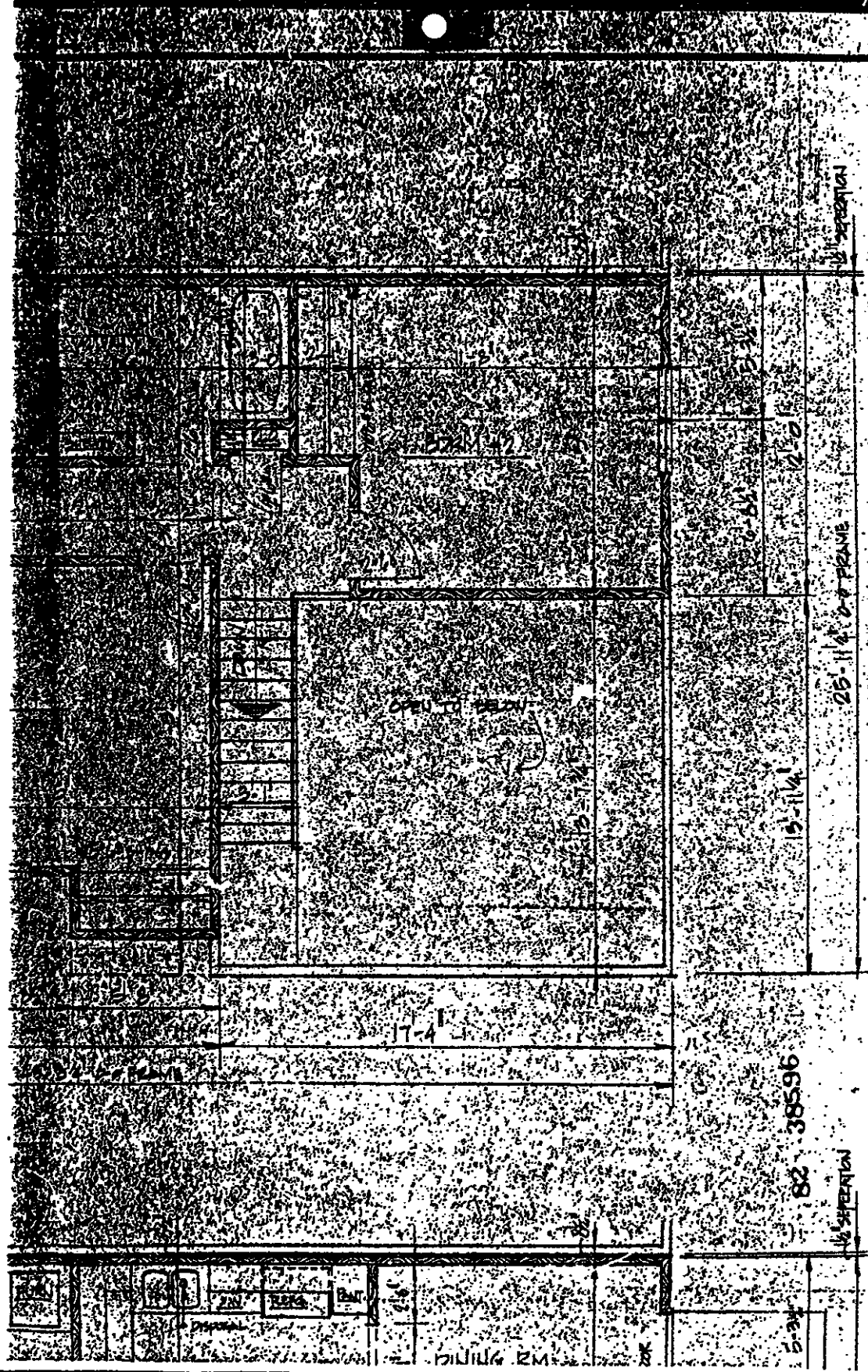
OPTIONAL (TWO BATHS)

4'-1'-0"

3-34

82 38596





17-4

82 38596

1/2 SECTION

15-11/4

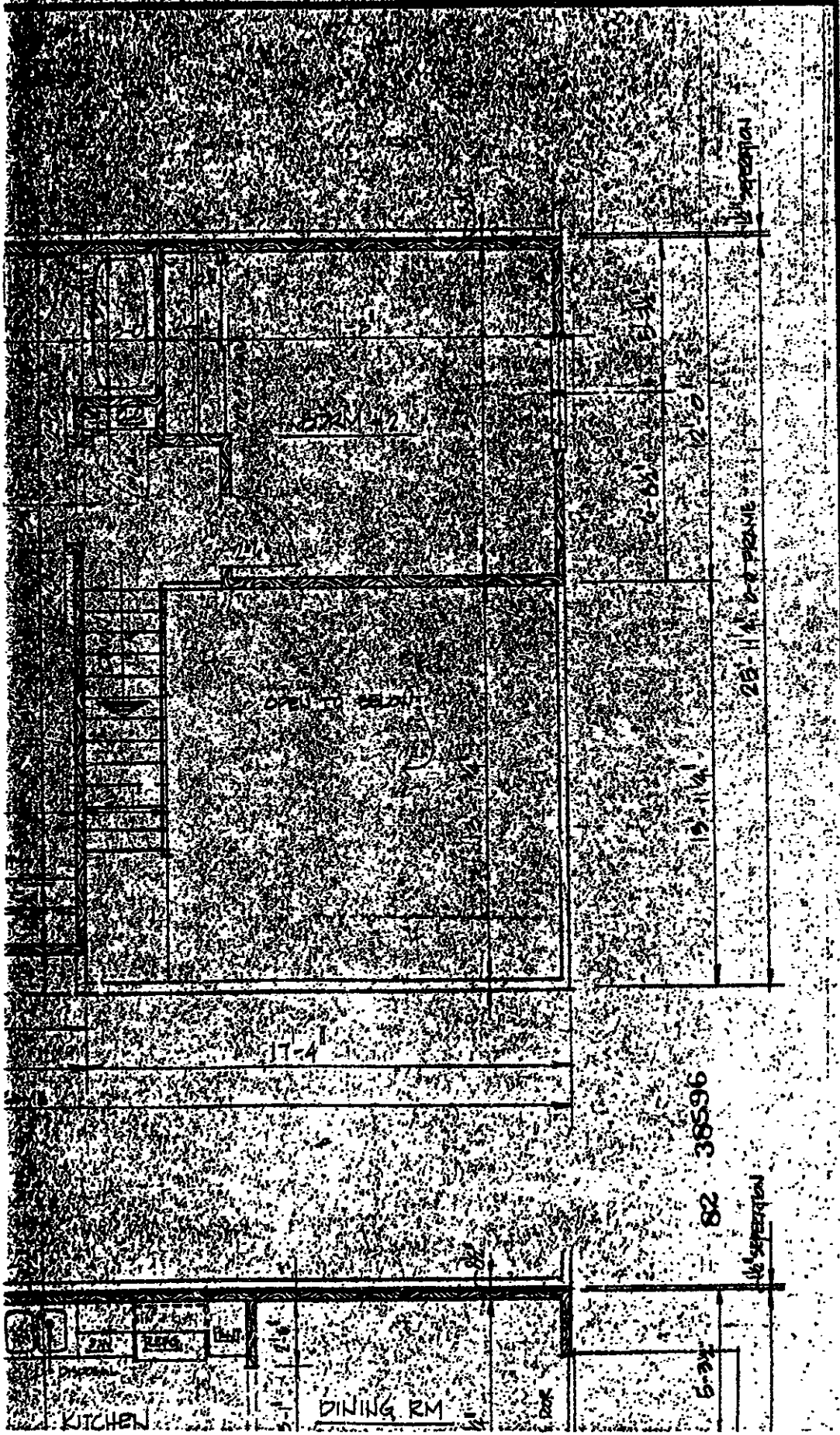
25-11/4 0 0 PRANIE

12-0

1/2 SECTION

BUILDING RM

2-3/4



82 38596

16 SECTION

6-24

28-11/4

15-11/4

16 SECTION

12-0

KITCHEN

DINING RM

REFR

STOVE

SINK

OPEN TO BELOW

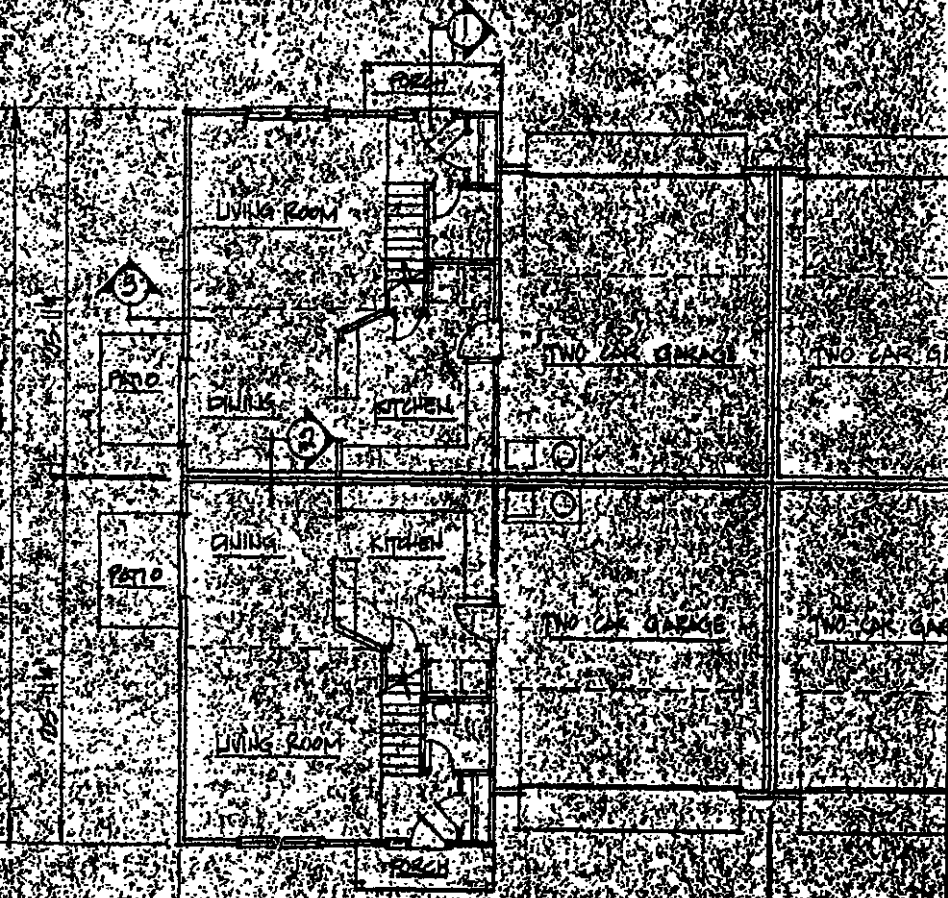
FRM 42"

16-8 1/2

82 38596

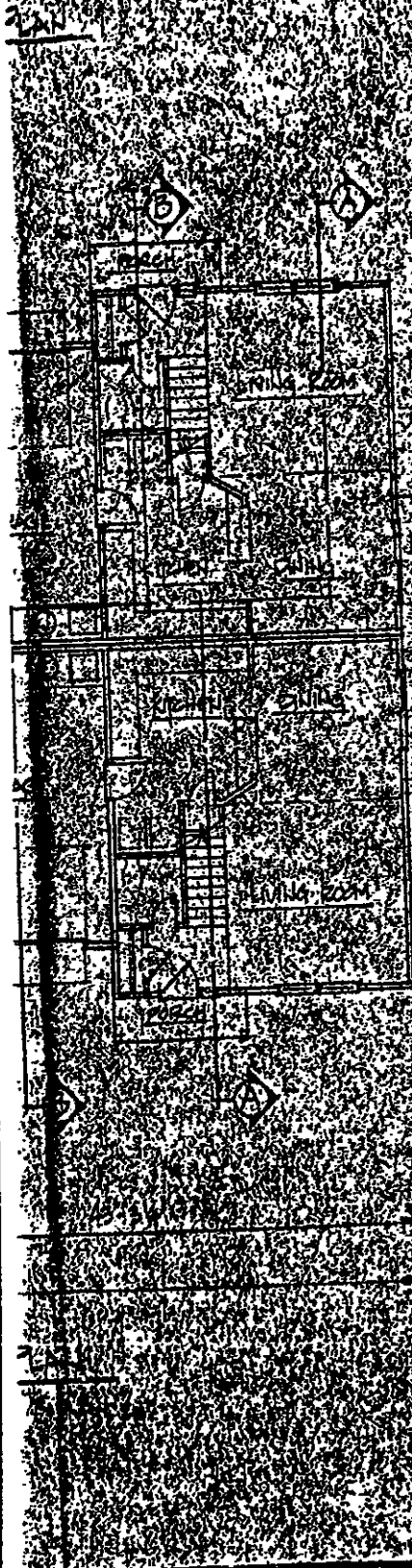
SECOND FLOOR BUILDING

7/21-01



FIRST FLOOR BUILDING

7/21-01



GENERAL NOTES:

PART WALL TO BE 2 WALLS OF SEPARATION BETWEEN THEM. WALLS TYPE X FIRECODE DRYWALL EACH (1) SOUNDBOARD ATTACHED TO ONE (1) AND 3/4" BATT INSULATION IN BOTH FIRECODE DRYWALL TO BOTH SIDE AND EXTEND TO THE BOTTOM OF PARALLEL W/W WALL)
 SECOND FLOOR CEILING SHALL BE DRYWALL
 ALL ENTRY DOORS SHALL BE 1 3/4" METAL CLAD DOOR
 INTERIOR MATERIALS AND FINISH IN CHAPTER 42 USC 76
 WINDOW UNITS ARE TO BE ACORN UNITS AS MEAS'D BY ACORN BY DETROIT, MICHIGAN (OR APPROVED E COMPLY W/ SECTION 3302-A(3))

RECEIVED

JUL 21 1982
 PIKE TOWNSHIP
 ASSESSOR

These drawings are an
 filed with and approve
 having jurisdiction of it
 interior events are to
 time

FILED

JUL 21 1982



This Instrument Prepared

2x4 STUDS 610/62 IN
TO HAVE 2 LAYER OF 5/8"
ROOMSIDE) WITH LAYER OF
ALL WITHIN THE 12' OPERATION
WALLS. EXTEND 5/8" TYPE
S OF ROOF TRUSSES ABOVE
ROOF DECK (WHEN TRUSSES

5/8" TYPE IN FIRE CODE

SOLID CORE WOOD OR

35 SHALL BE IN ACCORDANCE

1" SLIDING OR SINGLE HUNG
SLIDING COMPONENTS (INC. OF
EQUAL) SLIDING UNITS MUST
EXCEPTION OF UBC 1970

PROVED THIS

Y OF

PIKE TOWNSHIP

82 38596

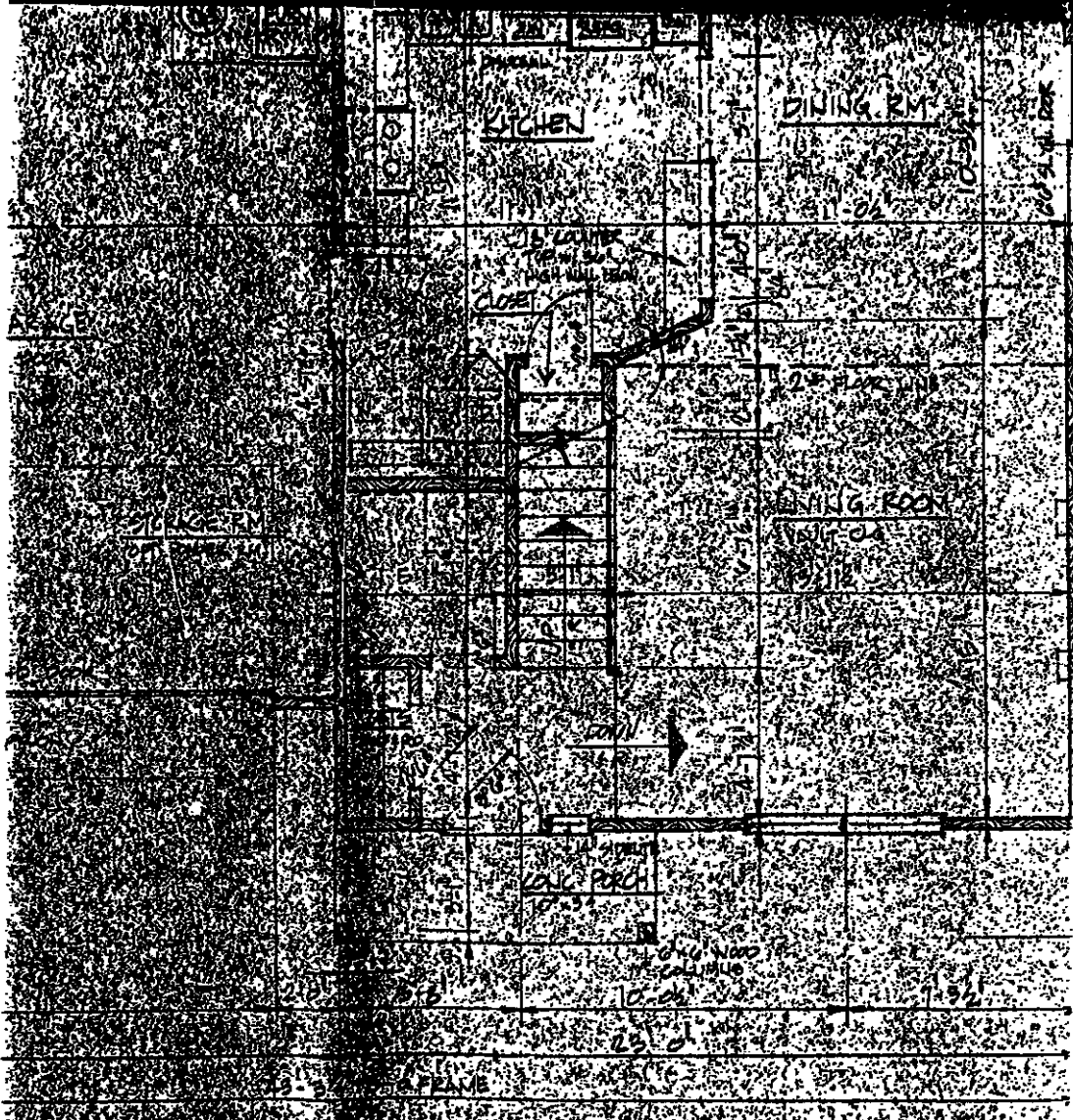
Hubert Belmont DRAFTSMAN

accurate copy of this portion of the building
by the municipal and other governmental agencies
suing permits for construction of buildings
typical layouts only. And may be changed

Certified by:

James A. Mürster
James A. Mürster
State of Indiana, #11000

By: James A. Mürster



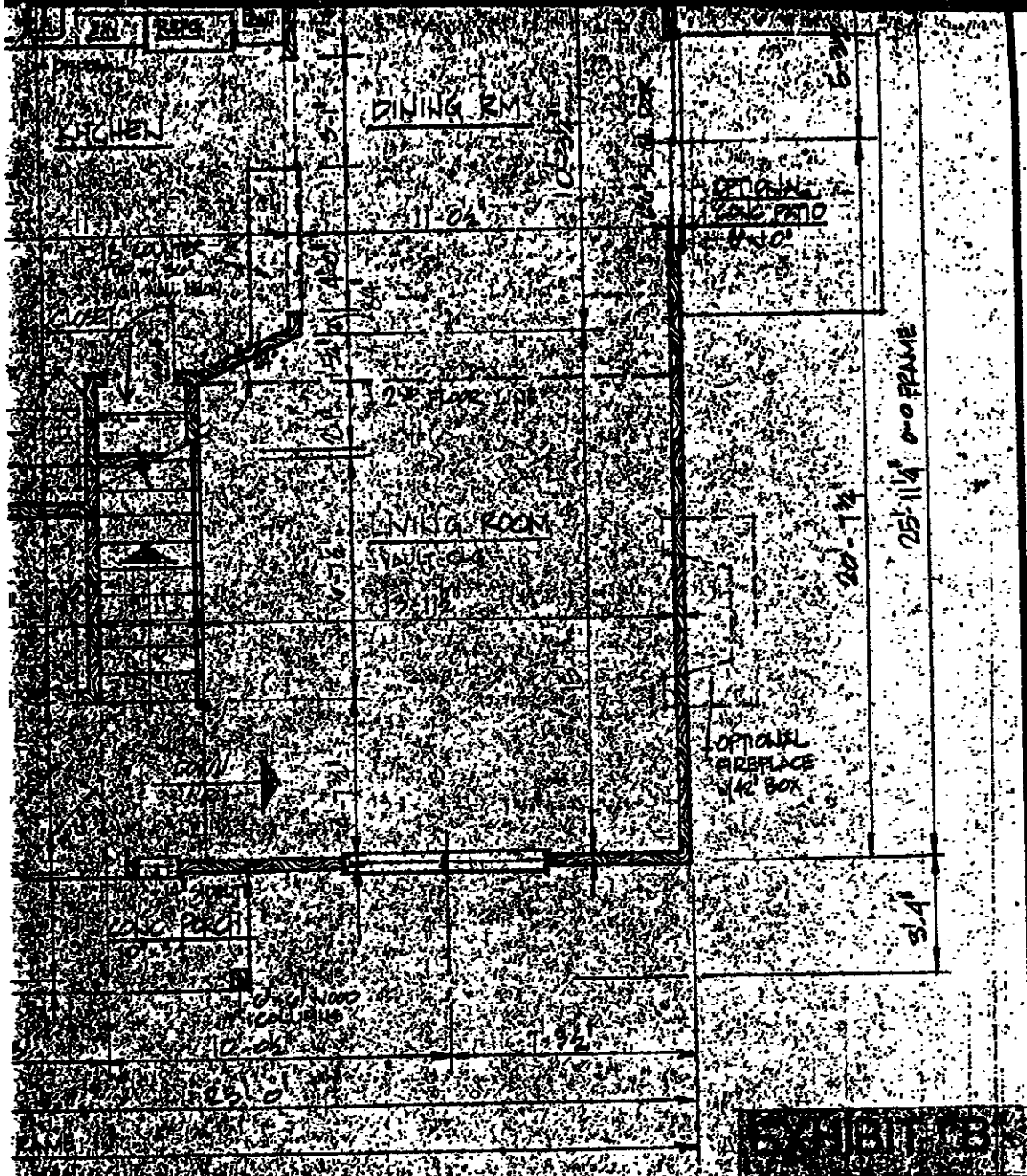
2ND FLOOR PLAN

BODLEY BUILDING
 1045 N. COLLEGE AVE.
 INDIANAPOLIS, INDIANA



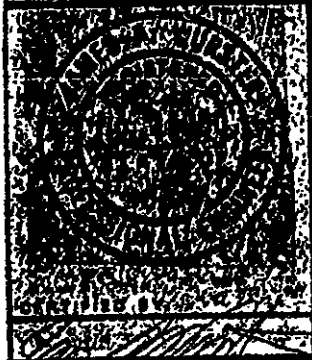
AMERICAN CONSULTING
 CIVIL, STRUCTURAL & ENVIRONMENTAL
 INDIANAPOLIS

CERTIFIED BY: [Signature]
 SCALE: NOTED
 DATE: 2-2-52
 DRAWN BY: R.C.
 CHECKED BY: [Signature]
 JOB NO. 81-147A



BOOKER BUILDING
 1020 N. COLLEGE AVE
 INDIANAPOLIS, INDIANA

THE HIDEAWAY
 1000 EDENSHIRE ROAD
 INDIANAPOLIS, INDIANA



AMERICAN CONSULTING ENGINEERS, INC.
 CIVIL • STRUCTURAL • ENVIRONMENTAL • SURVEYING • PLANNING
 INDIANAPOLIS INDIANA

DATE	NOTES	REVISIONS	DATE	SHEET NO.
12-2-02				5
DRAWN BY: R.C.		JOB NO. 8-171A		INCORP. NO.
CHECKED BY:				DP

215
changed

82 38596

THIRD AMENDMENT
TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
AND
CODE OF BY-LAWS
FOR
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

FILED
CROSS REFERENCE

CROSS REFERENCE

BODNER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rendob, Inc., hereby amends the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime, which Declaration was recorded on the 18th day of August, 1981 as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana, as amended by the First Amendment, Second Amendment and First Supplemental Amendment thereto, recorded in the Office of the Recorder of Marion County, Indiana, respectively, on the 25th day of November, 1981, as Instrument Number 81-72666 and re-recorded on the 17th day of December, 1981, as Instrument Number 81-78186, on the 21st day of April, 1982, as Instrument Number 82-19530, and on the 24th day of June, 1982, as Instrument Number 82-33106 (such original Declaration together with the First, Second, and First Supplemental Amendments thereto hereinafter referred to as the "Declaration").

RECITALS

BODNER REALTY CORPORATION is the Declarant under the Declaration. It is filing this Third Amendment to the Declaration pursuant to powers reserved to Declarant under said Declaration. The sole purpose of this Third Amendment to the Declaration is to annex certain additional real estate, which is owned by Bodner Realty Corporation, to the Hideaway Horizontal Property Regime (hereinafter referred to as "The Hideaway") pursuant to the rights reserved to Declarant under paragraph twenty-one (21) of the Declaration.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

- 1. Exhibit "A" to the First Amendment is hereby supplemented by adding the language set forth on Exhibit "A" attached hereto and made a part hereof. Phase III, which heretofore was part of the real estate described in the Declaration is hereby annexed to The Hideaway Horizontal Property Regime. Effective upon the recording of this Amendment, the Property, as defined

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.

JUL 21 10 36 AM '82

82 38596

EXHIBIT A

Part of the East Half of the Southeast Quarter of Section 20,
Township 17 North, Range 3 East in Pike Township, Marion County,
Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of
Section 20, Township 17 North, Range 3 East; thence North 00 degrees
00 minutes 00 seconds (assumed bearing) on the East line of said
Southeast Quarter 1112.34 feet to the Northeast corner of "Phase
One" of "The Hideaway", recorded as Instrument #81-52210 in the
Office of the Recorder of Marion County, Indiana; thence following
the Northerly line of said Phase One, South 88 degrees 02 minutes 20
seconds West 280.22 feet to the point of curvature of a curve to the
left having a radius of 85.00 feet; thence Southwesterly on said
curve, an arc distance of 77.83 feet to the place of beginning of
the subdivision herein described; thence continuing Southwesterly on
said curve an arc distance of 0.95 (ninety-five hundredths) feet to
the point of tangency of said curve; thence South 35 degrees 56
minutes 06 seconds West tangent with said curve 28.91 feet to the
point of curvature of a curve to the right having a radius of 59.00
feet; thence Southwesterly on said curve, an arc distance of 17.88
feet to the Northeast corner of "Phase Two" of "The Hideaway",
recorded as Instrument #81-72667 in the Office of the Recorder of
Marion County, Indiana; thence following the Northerly line of said
Phase Two on said curve to the right, an arc distance of 37.11 feet
to the point of tangency of said curve; thence South 89 degrees 02
minutes 20 seconds West tangent with said curve on said Northerly
line 140.70 feet to the Northwest corner of said Phase Two; thence
South 00 degrees 57 minutes 40 seconds East 142.67 feet to a point
on a line which bears South 89 degrees 02 minutes 20 seconds West
from a point on the East line of said Southeast Quarter which is
888.98 feet North of the Southeast corner thereof; thence South 89
degrees 02 minutes 20 seconds West on said line 232.05 feet to the
East line of "Westchester Estates-Second Section", the plat of which
is recorded in Plat Book 31, page 101 in the Office of the Recorder
of Marion County, Indiana; thence North 00 degrees 02 minutes 20
seconds East on the East line of said Westchester Estates, 122.68
feet; thence North 89 degrees 02 minutes 20 seconds East 143.80
feet; thence North 71 degrees 07 minutes 28 seconds East 49.19 feet;
thence North 00 degrees 57 minutes 40 seconds West 66.59 feet;
thence North 89 degrees 02 minutes 20 seconds East 63.10 feet;
thence North 66 degrees 24 minutes 13 seconds East 128.35 feet;
thence South 45 degrees 54 minutes 42 seconds East 89.96 feet to the
place of beginning, containing 1.094 acres, more or less.

82 38596

CROSS REFERENCE

CROSS REFERENCE

1460

82 58705

FOURTH AMENDMENT
TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
AND
CODE OF BY-LAWS
FOR
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

BODNER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rendob, Inc., hereby amends the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime, which Declaration was recorded on the 13th day of August, 1981 as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana, as amended by the First Amendment, Second Amendment, First Supplemental Amendment and Third Amendment, thereto recorded in the Office of the Recorder of Marion County, Indiana, respectively, on the 25th day of November, 1981, as Instrument Number 81-72666 and re-recorded on the 17th day of December, 1981, as Instrument Number 81-76186, on the 21st day of April, 1982, as Instrument Number 82-19530, on the 24th day of June, 1982, as Instrument Number 82-33106, and on the 21 day of July, 1982 as Instrument #82-38596 (such original Declaration together with the First, Second, First Supplemental and Third Amendments thereto hereinafter referred to as the "Declaration").

RECITALS

- A. BODNER REALTY CORPORATION is the Declarant under the Declaration. It is filing this Fourth Amendment to the Declaration pursuant to powers reserved to Declarant under said Declaration.
- B. The sole purpose of this Fourth Amendment to the Declaration is to annex certain additional real estate, which is owned by Bodner Realty Corporation, to the Hideaway Horizontal Property Regime (hereinafter referred to as "The Hideaway") pursuant to the rights reserved to Declarant under paragraph twenty-one (21) of the Declaration.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

- 1. Exhibit "A" to the First Amendment is hereby supplemented by adding the language set forth on Exhibit "A" attached hereto and made a part hereof. Phase IV, which heretofore was part of the real estate described in the Declaration is hereby annexed to The Hideaway Horizontal Property Regime. Effective upon the recording of this Amendment, the Property, as defined

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LUCILLE CAMP
RECORDER-MARION CO.
OCT 22 11 11 AM '82

RECEIVED

FILED
39279
OCT 22 1982

82 58705

OCT 22 1982

(78)

RIKE TOWNSHIP
ASSESSOR

in paragraph 1 (d) of the Declaration, is constituted of Phase I, Phase II, Phase III, and Phase IV.

2. Exhibit "B" attached hereto and made a part hereof supplements that site plan recorded concurrently (but not re-recorded) with the First Amendment and recorded as Instrument Number 81-72666, Sheet 1, on the 25th day of November, 1981, in the Office of the Recorder of Marion County, Indiana. Said Exhibit "B" is a site plan of Phase IV of The Hideaway, and shows the location and condominium unit numbers of all condominium units in Phase IV of the Hideaway.

3. Certain building plans and floor plans recorded concurrently with the Declaration and recorded as Instrument Number 81-52216, Sheet 2 and 3, respectively, on the 18th day of August, 1981, in the Recorder's Office of Marion County, Indiana, are, by this reference, incorporated herein and made a part hereof. Said plans are the plans of 11 buildings and condominium units which are being annexed to the Hideaway.

4. Exhibit "B" to the original Declaration is incorporated herein. Exhibit "C" to the Third Amendment is hereby amended and entirely superseded by Exhibit "C" attached hereto and made a part hereof which sets forth the percentage interest of each condominium unit therein as hereby amended.

5. In all other respects the terms and conditions of the Declaration are hereby ratified, confirmed, and approved.

BODNER REALTY CORPORATION

BY: Robert S. Bodner
ROBERT S. BODNER,
PRESIDENT

ATTEST:

Bruce A. Bodner
BRUCE A. BODNER, SECRETARY

82 58705

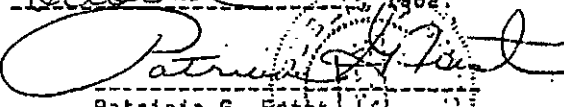
STATE OF INDIANA)
) SS,
COUNTY OF MARION)

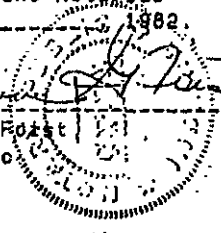
Before me, a Notary Public, in and for said County and State, personally appeared Robert S. Bodner and Bruce A. Bodner, the President and Secretary of BODNER REALTY CORPORATION, who acknowledged the execution of the foregoing Fourth Amendment to the Declaration of Horizontal Property Ownership for the Hideaway Horizontal Property Regime.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal this 11th day of October, 1982.

My Commission Expires:
1-19-85

My County of Residence is:
Marion


Patricia G. Royst
Notary Public



This instrument was prepared by Bruce A. Bodner, Attorney at Law, 10455 N. College Ave, Indianapolis, Indiana 46280

EXHIBIT C
STATEMENT OF PERCENTAGE INTERESTS

CONDOMINIUM UNITS	PERCENTAGE INTEREST
BUILDING #1	
2421 HIDEAWAY NORTH DRIVE	2.27
2427 HIDEAWAY NORTH DRIVE	2.27
2436 HIDEAWAY SOUTH DRIVE	2.27
2428 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #2	
2433 HIDEAWAY SOUTH DRIVE	2.27
2435 HIDEAWAY SOUTH DRIVE	2.27
2437 HIDEAWAY SOUTH DRIVE	2.27
2439 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #3	
2447 HIDEAWAY NORTH DRIVE	2.27
2453 HIDEAWAY NORTH DRIVE	2.27
2452 HIDEAWAY SOUTH DRIVE	2.27
2446 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #4	
2469 HIDEAWAY SOUTH DRIVE	2.27
2471 HIDEAWAY SOUTH DRIVE	2.27
2473 HIDEAWAY SOUTH DRIVE	2.27
2475 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #5	
2507 HIDEAWAY SOUTH DRIVE	2.27
2509 HIDEAWAY SOUTH DRIVE	2.27
2511 HIDEAWAY SOUTH DRIVE	2.27
2513 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #6	
2533 HIDEAWAY SOUTH DRIVE	2.27
2535 HIDEAWAY SOUTH DRIVE	2.27
2537 HIDEAWAY SOUTH DRIVE	2.27
2539 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #7	
2559 HIDEAWAY SOUTH DRIVE	2.27
2561 HIDEAWAY SOUTH DRIVE	2.27
2563 HIDEAWAY SOUTH DRIVE	2.27
2565 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #8	
2493 HIDEAWAY NORTH DRIVE	2.27
2507 HIDEAWAY NORTH DRIVE	2.27
2482 HIDEAWAY SOUTH DRIVE	2.27
2506 HIDEAWAY SOUTH DRIVE	2.27
BUILDING #9	
2542 HIDEAWAY SOUTH DRIVE	2.27
2536 HIDEAWAY SOUTH DRIVE	2.27
2537 HIDEAWAY NORTH DRIVE	2.27
2543 HIDEAWAY NORTH DRIVE	2.27
BUILDING #10	
2580 HIDEAWAY NORTH DRIVE	2.27
2582 HIDEAWAY NORTH DRIVE	2.27
2584 HIDEAWAY NORTH DRIVE	2.27
2566 HIDEAWAY NORTH DRIVE	2.27
BUILDING #11	
2534 HIDEAWAY NORTH DRIVE	2.27
2536 HIDEAWAY NORTH DRIVE	2.27
2538 HIDEAWAY NORTH DRIVE	2.27
2540 HIDEAWAY NORTH DRIVE	2.27

CONSENT BY MORTGAGEE

CITIZENS FIDELITY NATIONAL BANK AND TRUST COMPANY OF
LOUISVILLE, KENTUCKY, d/o/a/ CITIZENS FIDELITY MORTGAGE
COMPANY,, the mortgagee of the real estate having been
submitted to the Horizontal Property Act and being affected
hereby, hereby consents to this FOURTH AMENDMENT.

CITIZENS FIDELITY MORTGAGE COMPANY

BY: Mary K. Taylor MARY K. TAYLOR
TITLE: Asst. Vice President

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public, in and for said county and
state, personally appeared Mary K. Taylor
who acknowledged the execution of the foregoing consent on
behalf of CITIZENS FIDELITY MORTGAGE COMPANY.

IN WITNESS WHEREOF, I have set my hand and notarial
seal this 15 day of October 1982.



Deborah S. Moore
DEBORAH S. MOORE
Notary Public, a resident of
 county.

My commission expires
Aug 1, 1986

DIM ORIGINAL

CROSS REFERENCE

CROSS REFERENCE

1850

83 23365
 FIFTH AMENDMENT
 TO
 DECLARATION OF HORIZONTAL
 PROPERTY OWNERSHIP
 AND
 CODE OF BYLAWS
 FOR
 THE HIDEAWAY
 HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD
 BETH OF AUG. 11
 RECORDER: MARION CO.
 APR 12 11 04 AM '83

BOONER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rendob, Inc., hereby amends the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property regime, which Declaration was recorded on the 18th day of August, 1981 as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana, as amended by First Amendment, Second Amendment, First Supplemental Amendment, Third Amendment and Fourth Amendment, thereto recorded in the Office of the Recorder of Marion County, Indiana, respectively, on the 25th day of November, 1981 as Instrument Number 81-72666 and rerecorded on the 17th day of December, 1981 as Instrument Number 81-76186, on the 21st day of April, 1982 as Instrument Number 82-19530, on the 24th day of June, 1982 as Instrument Number 82-33106, on the 21 day of July, 1982 as Instrument Number 82-36596, and on the 22nd day of October, 1982 as Instrument Number 82-58705 (such original Declaration together with the First, Second, First Supplemental, Third and Fourth Amendments thereto hereinafter referred to as the "Declaration").

RECITALS

- A. BOONER REALTY CORPORATION is the Declarant under the Declaration. Declarant is filing this Fifth Amendment pursuant to powers reserved to Declarant under Section 18(g)(1) of said Declaration.
- B. The sole purpose of this Amendment is to amend the manner by which condominium units are identified at The Hideaway so that no ambiguity in the identification of any particular condominium unit shall exist.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

- 1. Exhibit "B" attached hereto and made a part hereof supplements all site plans previously recorded. Said Exhibit "B" is a site plan of Phase I through Phase IV.

FILED

RECEIVED

75 APR 12 1983

APR 12 1983

83 23365

Henry G. Foshman
 MARION COUNTY RECORDER

PIKE TOWNSHIP
 ASSESSOR

inclusive, of The Hideaway, and adds the word North or the word South, as the case may be, to the number of each condominium unit.

2. No exhibit designated Exhibit "A" is attached hereto.

3. Section 4 of the Declaration is hereby amended by Striking therefrom the language set forth in sub-paragraph 3(a), immediately below and inserting in lieu thereof the language set forth in sub-paragraph 3(b), below.

(a) Legal Description and Percentage Interest. Each Condominium Unit is identified on the plans by a four (4) digit arabic number, which number corresponds to the street address of such Condominium Unit. The legal description for each Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the plans, and shall be stated as "Condominium Unit (with identifying number) in THE HIDEAWAY Horizontal Property Regime".


(b) Legal Description and Percentage Interest. Each condominium unit is identified on the plans by a four (4) digit arabic number followed immediately either by the word North or by the word South. The legal description for each Condominium Unit shall consist of the identifying number and word as shown on the plans, and shall be stated as 'Condominium Unit (with indentifying number and word) in THE HIDEAWAY Horizontal Property Regime'."

4. In all other respects the terms and conditions of the Declaration, as previously amended, are hereby ratified, confirmed, and approved.

BODNER REALTY CORPORATION

BY: 
ROBERT S. BODNER, PRESIDENT

ATTEST:


BRUCE A. BODNER, SECRETARY

83 23365

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public, in and for said County and State, personally appeared Robert S. Bodner and Bruce A. Bodner, the President and Secretary, respectively, of BODNER REALTY CORPORATION, who acknowledged the execution of the foregoing Fifth Amendment to the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime as the original grantor of each of the condominium units therein and pursuant to powers set forth in said Declaration.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal this 31 day of March, 1983.

Notary Public

(Written)

(Printed): Therese L. Drehman

A resident of Hamilton County, Indiana

My commission expires:

9/8/85

This instrument prepared by Bruce A. Bodner, Attorney at Law, 10455 North College Ave., Indianapolis, In. 46280

83 23365

CONSENT BY MORTGAGEE

FIDELITY BANK OF INDIANA, a mortgagee of some condominium units having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this FIFTH AMENGMENT.

FIDELITY BANK OF INDIANA

By: Carl R Tuttle II

Printed: CARL R TUTTLE II

Title: Vice President

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public, in and for said county and state, personally appeared Carl R Tuttle II who acknowledged the execution of the foregoing consent on behalf of FIDELITY BANK OF INDIANA.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 4th day of April, 1983.

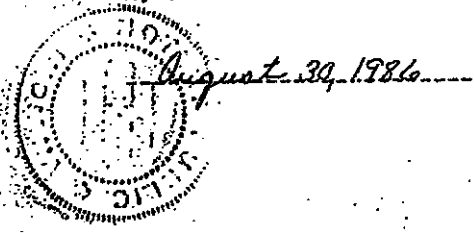
Notary Public

(Written): Cheryl Lynn Walter

(Printed): Cheryl Lynn Walter

A resident of Marion County, Indiana

My commission expires:



CONSENT BY MORTGAGEE ^{Wife}

VETERANS ADMINISTRATION, a ~~corporation~~ ^{GUARANTOR} of some condominium units having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this FIFTH AMENDMENT.

VETERANS ADMINISTRATION

By: Wm. P. O'Connor

Printed: Wm. P. O'Connor

Title: ASST. LOAN GUARANTY OFFICER

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared Wm. P. O'Connor who acknowledged the execution of the foregoing consent on behalf of VETERANS ADMINISTRATION.

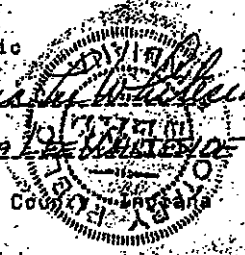
IN WITNESS WHEREOF, I have set my hand and notarial seal this 30th day of MARCH, 1983.

Notary Public

(Written): Norma L. White

(Printed): Norma L. White

A resident of Sanced County, Indiana



My commission expires:
18th JUNE, 1983

83 23365

CONSENT BY MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS, a mortgagee of some condominium units having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this FIFTH AMENOMENT.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS

By: Gary G. Ritz

Printed: GARY G. RITZ

Title: VICE PRESIDENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared GARY G. RITZ who acknowledged the execution of the foregoing consent in behalf of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF INDIANAPOLIS.

IN WITNESS WHEREOF, I have set my hand and notary seal this 31 day of March, 1983.

Notary Public

(Written): Rebecca Ann Meyer

(Printed): REBECCA ANN MEYER

A resident of MARION County, Indiana

My commission expires:

June 14, 1985

83 23365

CONSENT BY MORTGAGEE

FEDERAL HOUSING ADMINISTRATION / HOUSING AND URBAN DEVELOPMENT, a mortgagee of some condominium units having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this FIFTH AMENDMENT.

FEDERAL HOUSING ADMINISTRATION / HOUSING AND URBAN DEVELOPMENT

By: *John W. Miller*

Printed: JOHN W. MILLER

Title: CHIEF APPRAISER

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said county and state, personally appeared JOHN W. MILLER who acknowledged the execution of the foregoing consent on behalf of FEDERAL HOUSING ADMINISTRATION / HOUSING AND URBAN DEVELOPMENT.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 1st day of APRIL, 1983.

Notary Public

(Written): *Mary Louise Smartt*

(Printed): Mary Louise Smartt

A resident of MARION County, Indiana

My commission expires:

JUNE 26, 1984



83 23365

CONSENT BY MORTGAGEE

CITIZENS FIDELITY NATIONAL BANK AND TRUST COMPANY OF LOUISVILLE, KENTUCKY, d/b/a CITIZENS FIDELITY MORTGAGE COMPANY, a mortgagee of the real estate having been submitted to the Horizontal Property Act and being affected hereby, hereby consents to this FIFTH AMENDMENT.

CITIZENS FIDELITY MORTGAGE COMPANY

By: Mary L Taylor

Printed: MARY L TAYLOR

Title: ASSISTANT VICE PRESIDENT

STATE OF INDIANA :
) SS:
COUNTY OF)

Before me, a Notary Public, in and for said county and state, personally appeared Mary K. Taylor who acknowledged the execution of the foregoing consent on behalf of CITIZENS FIDELITY MORTGAGE COMPANY.

IN WITNESS WHEREOF, I have set my hand and notarial seal this 12th day of April, 1983.

Notary Public

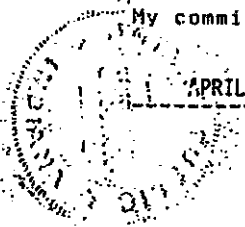
(Written): Katherine Andrews

(Printed): KATHERINE ANDREWS

A resident of MARION County, Indiana

My commission expires:

APRIL 8, 1984



83 23365

THE FOLLOWING

ORIGINAL ILLEGIBLE

BEST POSSIBLE REPRODUCTION OF ORIGINAL
DOCUMENT APPEARS IMMEDIATELY HEREAFTER

Substance of plat... 1984...



83 23365

RECEIVED FILED

APR 12 1983

(75)

APR 12 1983

DIKE TOWNSHIP

ASSESSOR

06939

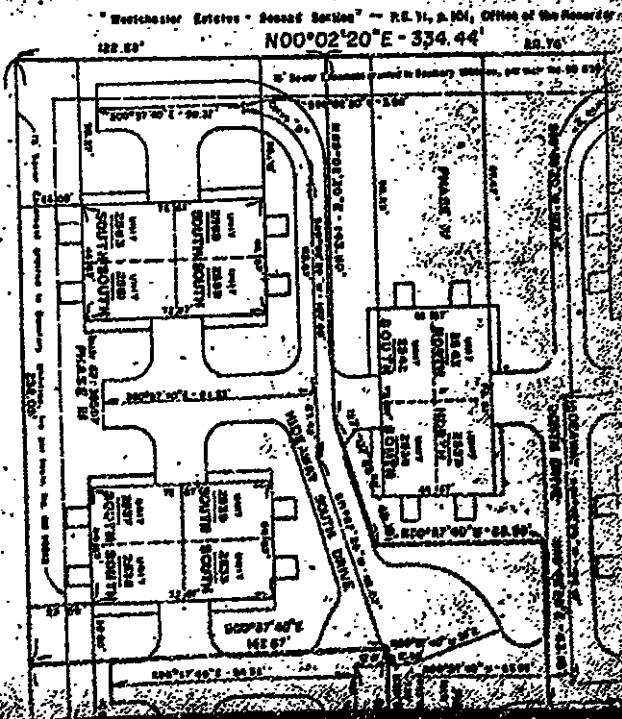
COUNTY AUDITOR

REPLAY OF PHASES ONE THRU

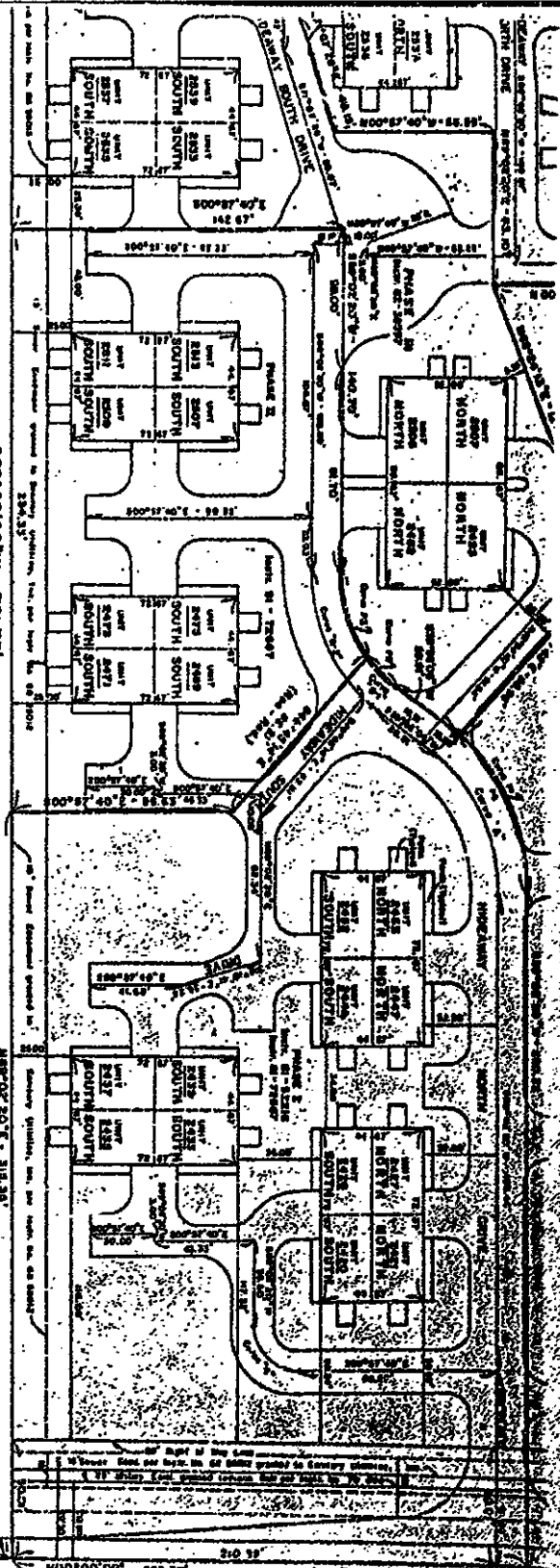
THE HIDEAWAY
CONDOMINIUMS

83 233

1. the undersigned, a Registered Surveyor, in the State of Indiana, having carefully examined the original plat register...
...in the Township of Marion, Indiana, County of Marion, Indiana...



LEGEND
...for typical floor plans of units, see drawing...
The dimensions shown on typical exterior wall...



S89°02'20"W - 781.73'

S89°02'20"E - 315.58'

500°00'00" - 334.44'

Unit	Block	Area	Length	Width	Volume	Cost	Rate
1	1	1000	100	100	100000	100000	1000
2	1	1000	100	100	100000	100000	1000
3	1	1000	100	100	100000	100000	1000
4	1	1000	100	100	100000	100000	1000
5	1	1000	100	100	100000	100000	1000
6	1	1000	100	100	100000	100000	1000
7	1	1000	100	100	100000	100000	1000
8	1	1000	100	100	100000	100000	1000
9	1	1000	100	100	100000	100000	1000
10	1	1000	100	100	100000	100000	1000

Curve	Date	Radius	Length	Chord	Tangent	Chord Bearing
A-B	8/28/14	72.00'	64.73'	64.97'	50.89'	S02°58'13"W
B-C	8/28/14	72.00'	64.73'	64.97'	50.89'	S02°58'13"W
C	8/28/14	72.00'	64.73'	64.97'	50.89'	S02°58'13"W
D-E	8/28/14	72.00'	64.73'	64.97'	50.89'	S02°58'13"W
E	8/28/14	72.00'	64.73'	64.97'	50.89'	S02°58'13"W

HIDEAWAY
DOMINIUMS
PHASES ONE THRU FOUR

83 23365

APPROVED THIS 1st DAY OF April 2013
BY [Signature]
TOWNSHIP ASSESSOR
PUBLIC WORKS DRAFTSMAN

DMD-DPZ-DATA DEV.
STREET NAMES AND
ADDRESSES APPROVED
BY [Signature]
DATE 4/12/13

EXHIBIT "B"
PLAT

10

CROSS REFERENCE

CROSS REFERENCE

SIXTH AMENDMENT

TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
AND
CODE OF BY-LAWS
FOR
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

BODNER REALTY CORPORATION, an Indiana Corporation, and until September 30, 1981, named Rengob, Inc., hereby amends the Declaration of Horizontal Property Ownership for The Hideaway Horizontal Property Regime, which Declaration was recorded on the 18th day of August, 1981, as Instrument Number 81-52215 in the Office of the Recorder of Marion County, Indiana, as amended by First Amendment, Second Amendment, First Supplemental Amendment, Third Amendment, Fourth Amendment and Fifth Amendment thereto recorded in the Office of the Recorder of Marion County, Indiana, respectively, on the 25th day of November, 1981 as Instrument Number 81-72666 and rerecorded on the 17th day of December, 1981 as Instrument Number 81-76186, on the 21st day of April, 1982 as Instrument Number 82-19530, on the 24th day of June, 1982 as Instrument Number 82-33106, on the 21 day of July, 1982 as Instrument Number 82-38596, on the 22nd day of October, 1982 as Instrument Number 82-58705, and on the 12 day of April, 1983, as Instrument Number 83-23365 (such original Declaration together with the First, Second, First Supplemental, Third, Fourth and Fifth Amendments thereto hereinafter referred to as the "Declaration").

RECITALS

- A. BODNER REALTY CORPORATION is the Declarant under the Declaration. It is filing this Sixth Amendment to the Declaration pursuant to powers reserved to Declarant under said Declaration.
- B. The sole purpose of this Sixth Amendment to the Declaration is to annex certain additional real estate, which is owned by Bodner Realty Corporation, to the Hideaway Horizontal Property Regime (hereinafter referred to as "The Hideaway") pursuant to the rights reserved to Declarant under paragraph twenty-one (21) of the Declaration.

NOW, THEREFORE, in consideration of the Premises, the Declaration, recorded as above stated, is hereby amended in the following particulars:

1. Exhibit "A" to the First Amendment is hereby supplemented by adding the language set forth on Exhibit "A" attached hereto and made a part hereof. Phase V, which heretofore was part of the real estate described in the Declaration, is hereby annexed to The Hideaway Horizontal Property Regime. Effective upon the recording of this Amendment, the Property, as defined in paragraph 1 (d) of the Declaration, is constituted of Phase I, Phase II, Phase III, Phase IV and Phase V.
2. Exhibit "B" attached hereto and made a part hereof supplements that site plan recorded concurrently (but not re-recorded) with the First Amendment and recorded as Instrument Number 81-72666, Sheet 1, on the 25th day of November, 1981, in the Office of the Recorder of Marion County, Indiana. Said Exhibit "B" is a site plan of Phase V of The Hideaway, and shows the location and condominium unit numbers of all condominium units in Phase V of the Hideaway.
3. Certain building plans and floor plans are being recorded concurrently herewith as Instrument Number 83-76405, Sheets 6 and 7, in the Recorder's Office of Marion County, Indiana, and are, by this reference, incorporated herein and made a part hereof. Said plans are the plans of all the buildings and condominium units which are being annexed to the Hideaway in Phase V.
4. Exhibit "B" to the original Declaration is incorporated herein. Exhibit "C" to the First Amendment is hereby amended and entirely superseded by Exhibit "C" attached hereto and made a part hereof which sets forth the percentage interest of each condominium unit therein as hereby amended.
5. In all other respects the terms and conditions of the Declaration are hereby ratified, confirmed, and approved.

BODNER REALTY CORPORATION
 BY: *Robert S. Bodner*
 ROBERT S. BODNER,
 PRESIDENT

ATTEST:
Bruce A. Bodner
 BRUCE A. BODNER, SECRETARY

RECEIVED FOR RECORD
 BETH O'LAUGHLIN
 RECORDER MARION CO.

OCT 19 8 51 AM '83

STATE OF INDIANA }
 COUNTY OF HAMILTON } SS:
 Before me, a Notary Public in and for said County and State, personally appeared Robert S. Bodner and Bruce A. Bodner, the President and Secretary, respectively, of BODNER REALTY CORPORATION, who acknowledged the execution of the foregoing Amendment affirmed that the matters therein stated are true.
 Witness my hand and Notarial Seal this 7 day of October, 1983.

My Commission Expires: 3/28/87
Barbara A. Fisher
 Barbara A. Fisher, a resident of Hamilton County,

This Instrument was prepared by Bruce A. Bodner, Attorney at Law

EXHIBIT "A"

Beginning on the East line of the Southeast Quarter of Section 20, Township 17 North, Range 3 East at the Northeast corner of "Phase One" of "The Hideaway" as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument #81-52216, said Northeast corner being 1112.34 feet North 00 degrees 00 minutes 00 seconds (assumed bearing) from the Southeast corner of said Southeast Quarter; thence South 89 degrees 02 minutes 20 seconds West on the North line of said "Phase One", a distance of 280.22 feet to the point of curvature of a curve to the left having a radius of 85.00 feet; thence Southwesterly curving to the left on said curve and Northerly line of "Phase One" an arc distance of 77.83 feet to the Easternmost corner of "Phase Three" of "The Hideaway", recorded as Instrument #82-38597 in said Recorder's Office; thence North 45 degrees 54 minutes 42 seconds West on the boundary of said "Phase Three" a distance 89.96 feet to a corner in said boundary; thence South 66 degrees 24 minutes 13 seconds West on said boundary 128.35 feet to the East line of "Phase Four" of "The Hideaway" recorded as Instrument #82-58706 in said Recorder's Office; thence North 00 degrees 57 minutes 40 seconds West on said East line 130.00 feet to a line which bears South 89 degrees 02 minutes 20 seconds West from a point on the East line of said Southeast Quarter which is 1223.42 feet North of the Southeast corner of said Southeast Quarter; thence North 89 degrees 02 minutes 20 seconds East on said line 531.50 feet to said point on said East line; thence South 00 degrees 00 minutes 00 seconds on said East line 111.08 feet to the place of beginning, containing 1.354 acres, more or less.

EXHIBIT C

STATEMENT OF PERCENTAGE INTERESTS

CONDOMINIUM UNITPERCENTAGE INTEREST

2420 South	1.5625
2426 South	1.5625
2427 North	1.5625
2433 South	1.5625
2435 South	1.5625
2453 North	1.5625
2437 South	1.5625
2439 South	1.5625
2446 South	1.5625
2452 South	1.5625
2489 South	1.5625
2471 South	1.5625
2475 South	1.5625
2482 North	1.5625
2493 North	1.5625
2561 South	1.5625
2563 South	1.5625
2565 South	1.5625
2564 North	1.5625
2447 North	1.5625
2506 North	1.5625
2509 South	1.5625
2513 South	1.5625
2533 South	1.5625
2542 South	1.5625
2543 North	1.5625
2559 South	1.5625
2534 North	1.5625
2536 South	1.5625
2535 South	1.5625
2537 North	1.5625
2537 South	1.5625
2564 NORTH	1.5625
2562 NORTH	1.5625
2566 North	1.5625
2560 North	1.5625
2566 North	1.5625
2536 North	1.5625
2540 North	1.5625
2534 North	1.5625
2548 North	1.5625
2537 North	1.5625
2542 South	1.5625
2536 South	1.5625
2508 North	1.5625
2510 North	1.5625
2512 North	1.5625
2514 North	1.5625
2470 North	1.5625
2472 North	1.5625
2474 North	1.5625
2476 North	1.5625
2444 North	1.5625
2446 North	1.5625
2448 North	1.5625
2450 North	1.5625
2418 North	1.5625
2420 North	1.5625
2422 North	1.5625
2424 North	1.5625

83 76405

CONSENT BY MORTGAGEE

CITIZENS FIDELITY NATIONAL BANK AND TRUST COMPANY OF
LOUISVILLE, KENTUCKY, d/b/a/ CITIZENS FIDELITY MORTGAGE
COMPANY, the mortgagee of the real estate having been
submitted to the Horizontal Property Act and being affected
heraby, hereby consents to this ~~FORTH~~ ^{SIXTH} AMENDMENT.

CITIZENS FIDELITY MORTGAGE COMPANY

BY: *Martha J. Ratcliff*
TITLE: *Loan Administration Assistant*
MARTHA J. RATCLIFF

STATE OF *INDIANA*)
COUNTY OF *Merion*)
) ISS:

Before me, a Notary Public, in and for said county and
state, personally appeared *Martha J. Ratcliff*
who acknowledged the execution of the foregoing consent on
behalf of CITIZENS FIDELITY MORTGAGE COMPANY and who
affirmed that the statements therein made are true.

IN WITNESS WHEREOF, I have set my hand and notarial
seal this *25th* day of *October*, 1982.

Beth Forrester

Beth Forrester

Notary Public, a resident of
Merion county.

My commission expires
August 6, 1984

83 76405

CROSS REFERENCE

CROSS REFERENCE

850012398

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.

FEB 20 3 54 PM '85

2850
(16)

CODE OF BY-LAWS
OF
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME
AND OF
THE HIDEAWAY HOMEOWNERS
ASSOCIATION, INC.

This instrument prepared by Timothy E. Hollingsworth,
MARTIN, WADE, BARTLEY & HOLLINGSWORTH
Attorney At Law, 3590 North Meridian Street,
Indianapolis, Indiana 46203.

Cross References:

1. Original Declaration of Horizontal Property Ownership
Filed August 18, 1981, as Instrument No. 81-52215.
2. Original Code of By-Laws Filed August 18, 1981, as
Instrument No. 81-52214.

Return Original To:

Hideaway Homeowners Association, Inc.
c/o Mr. Angelo Kostarides
2420 Hideaway Drive, South
Indianapolis, Indiana 46268

CODE OF BY-LAWS
OF
THE HIDEAWAY
HORIZONTAL PROPERTY REGIME

AND OF
THE HIDEAWAY HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are originally adopted on August 14, 1981, simultaneously with the execution of a certain Declaration creating THE HIDEAWAY Horizontal Property Regime (hereinafter sometimes referred to as "THE HIDEAWAY"). As amended and restated, these By-Laws supercede the original By-Laws and all prior amendments. The Declaration as amended is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute by By-Laws of the Association.

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

ARTICLE II

Meetings of Association

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

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the last Saturday in March in each calendar year. At the annual meeting the Owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

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Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of Owners who have not less than ten percent (10%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meeting. All meetings of the members of the Association shall be held at any suitable place in Marion or Hamilton County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting. Notice may be waived by written instrument executed by any person entitled to such notice either prior to or after any such meeting, but such person shall be included only in determining whether a quorum was present.

Section 2.05. Voting.

(a) Number of Votes. Each Owner in good standing shall be entitled to cast one vote for each Condominium Unit he owns on each matter before the meeting as to which he is entitled to vote.

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

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

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

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

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

- (1) Reading of Minutes. The Secretary may read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is required by a majority of the Percentage Vote.
- (2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.
- (3) Budget. The proposed budget for the current fiscal year shall be presented to the Owners for approval or amendment.
- (4) Election of Board of Managers. Nominations for the Board of Managers may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least seven (7) days prior to the date of the annual meeting. Voting for the Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. The foregoing provisions are subject to the provisions of Section 3.02 hereof.
- (5) Other Appropriate Business.
- (6) Adjournment.

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

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ARTICLE III

Board of Managers

Section 3.01. Management. The affairs of the Association and THE HIDEAWAY shall be governed and managed by the Board of Managers (herein collectively called "Board or "Managers" and individually called "Manager"). The Board of Managers shall be composed of three (3) persons. No person shall be eligible to serve as Manager unless he is an Owner.

Section 3.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single Condominium Unit may be represented on the Board of Managers by more than one person at a time, with the exception of Declarant and of the Initial Board of Managers.

Section 3.03. Term of Office and Vacancy. The members of the Board of Managers shall be elected at each annual meeting of the Association. Each member of the Board of Managers shall be elected for a term of one (1) year. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Owners. If a Manager is removed in accordance with Section 3.04 of this Article III. The Manager so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the next annual meeting following any such vacancy, a Manager shall be elected for the balance of the term of the Manager so removed or in respect to whom there has otherwise been a vacancy.

Section 3.04. Removal of Managers. A Manager or Managers may be removed with or without cause by vote of a majority of the Percentage Vote at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified. The term "Majority of Owners" or "Majority of Percentage Vote", as used in these By-laws, shall mean the Owners entitled to more than fifty percent (50%) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration, as may be amended from time to time.

Section 3.05. Duties of the Board of Managers. The Board of Managers shall provide for the administration of THE HIDEAWAY Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas (unless the same are otherwise the responsibility or duty of the Owners of the Condominium Unit), and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board of Managers shall find, in its discretion, reasonable and customary. Any such contract shall not exceed a term of one year. Any such contract shall be subject to termination at any time prior to the stated term by either party thereto with or without cause upon prior 90 day written notice given by the party desiring such prior termination. In the event of prior termination, no termination or other fee shall be paid by either party. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

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- (a) Protection, surveillance and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of Owners of Condominium Units;
- (b) Procuring of utilities used in connection with THE HIDEAWAY, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Areas and, where applicable, the Limited Areas;
- (d) Surfacing, paving and maintaining private streets, parking areas and sidewalks to the extent the same are not included in a Condominium Unit or constitute Limited Areas;
- (e) Assessment and collection from the Owners of the Owner's share of the Common Expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (h) Keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours; and
- (i) Procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required under the Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

Section 3.06. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to:

- (a) Employing a Managing Agent to assist the Board in performing its duties;
- (b) Purchasing for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) Employing legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of THE HIDEAWAY;
- (d) Including the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

850012398

- (e) Opening and maintaining a bank account or accounts in the name of the Association;
- (f) Adoption, revision, amendment and alteration from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

Section 3.07. Limitation on Board Action. The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without calling a special meeting of members and obtaining approval of a majority of the Percentage Vote, except that in the following cases such approval shall not be necessary:

- (a) Contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (b) Proposed contracts and proposed expenditures expressly set forth or provided for in the proposed annual budget as approved by the Owners at the annual meeting; and
- (c) Expenditures necessary to deal with emergency condition in which the Board of Managers reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.08. Compensation. No Manager shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a majority of the Percentage Vote. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.09. Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers. The Secretary shall give notice of the regular meeting of the Board to each Manager personally or by the United States mail at least five (5) days prior to the date of such meeting.

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

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence either in person or by proxy, of any manager at a meeting or his subsequent consent to the actions taken thereat, shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, not notice shall be required and any business properly before the Board may be transacted at such meeting. Any business properly before the Board may be

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transacted at any time, without notice and without meeting, upon the unanimous consent given by all the Managers thereto.

Section 3.11. Non-Liability of Managers. The Managers shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Owners shall indemnify and hold harmless and defend each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of THE HIDEAWAY or the Association, unless any such contract shall have been made in bad faith or contrary to any provision of the Declaration and By-Laws. It is intended that the Managers shall have no personal liability with respect to any contract made by them on behalf of THE HIDEAWAY or the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his percentage interest. Every contract made by the Board of Managers and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interest.

Section 3.12. Additional Indemnity of Managers. The Owners indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives made a party to any action, suit or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Owners shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it be found by a majority of the Percentage Vote that such Manager was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Manager, no Manager shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of THE HIDEAWAY or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or services unless such Manager has actual knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for negligence or misconduct by virtue of the fact that the Manager failed or neglected to attend a meeting or meetings of the Board of Managers.

Section 3.13. Bond. The Board of Managers shall provide surety bonds and shall require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Managers and any such bond

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shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond's shall be a Common Expense.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

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

Section 4.03. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association 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 of a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Secretary. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, 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 Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

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

Section 4.06. Assistant Officers. The Board of Managers may, from time to time, designate and elect an Assistant Secretary and an Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist

850012398

shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an independent public accountant or firm of certified public accountants then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by use of generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas, such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate account or accounts separately funded (which accounts may bear interest) selected from time to time by the Board. The failure or delay of the Board of Managers to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget, or, at the option of the Board, based upon and up to one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 5.03. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit (hereinafter called the "Regular Assessment"). In the

event that the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Condominium Unit shall be paid in advance in equal quarterly installments, commencing on the first day of the month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the quarterly installments of the Regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owners may elect to pay quarterly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessment may be required to be paid by the Owners in advance in equal monthly installments rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

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

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined (except mortgagees pursuant to Section 8.02 herein) and such Owner and his successor as Owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined (except mortga-

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gees pursuant to Section 8.02 herein). Any statement of unpaid assessments furnished by the Association pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and with the consent of a majority of the Owners at a special meeting duly called and held, unless otherwise provided in these By-laws, the Declaration or the Act, the Board of Managers shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Managers from time to time to pay for capital expenditures or to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expenses lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the condominium Unit belong to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, such Owner shall cease to be a member in good standing, and the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessment, when due, the Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provision hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Condominium Unit. The Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the Regular Assessments or Special Assessments. The Board may, at its option, file suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment whether by foreclosure or otherwise, the Board, for

850012398

and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

Notwithstanding anything to the contrary contained herein, the Declaration, in the Act, in the statute or otherwise, any lien described in the within section shall be subordinate and junior to the lien of any holder of a first purchase money security mortgage on each respective Condominium Unit, including, by way of example and not in limitation, any VA guaranteed or FHA insured mortgage.

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

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

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

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ARTICLE VI

Restrictions, Entry and Rules and Regulations

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

(a) All Condominium Units shall be used exclusively for residential purposes and for occupancy by a single family only.

(b) No use shall be made of any part of the Real Estate which violates, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Real Estate shall at all time fully comply with, rules and regulations adopted from time to time by the Board of Managers, and with the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in:

Covenants dated June 30, 1981, and recorded July 7, 1981, as Instrument No. 81-42498 in the Office of the Recorder of Marion County, Indiana, as supplemented by further covenants dated June 30, 1981, and recorded July 7, 1981, as Instrument No. 81-42499 in said Recorder's Office, copies of which covenants are incorporated herein and hereby made a part hereof.

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

Section 6.01. Right of Entry. All Owners and occupants of a Condominium Unit shall be deemed to have granted the right of entry thereto to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Condominium Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Condominium Unit for the purpose of performing installation, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

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

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ARTICLE VII

Amendment to By-Laws

Section 7.01. Subject to any contrary, overriding or superceding provision set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in paragraph 18 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary of the Association thereof and provide the name and address of the mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such mortgagee at the address shown in such record in the time provided. Unless notification of any mortgagee and the name and address of the Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these By-laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.02. Notice of Default. The Association shall, upon request of a Mortgagee, a proposed Mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the nature and amount (if applicable) of any default in the performance by the Owner of any obligation under the Hideaway Horizontal Property Regime, the By-laws thereto, the Hideaway Homeowners Association, Inc., rules and regulations, or any other applicable documents, which default has not been cured within sixty (60) days, against the Condominium Unit. Any such statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for nor shall the Condominium Unit conveyed by subject to a lien for any unpaid assessments in excess of the amount set forth in such statement or as such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

Notwithstanding anything to the contrary contained anywhere herein, in the Declaration, in the Articles of Incorporation, or any other document, any Mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which occur prior to the acquisition of title to such unit by the Mortgagee.

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ARTICLE IX

Miscellaneous

Section 9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and end of the last day of December next following. The 1985 fiscal year shall begin February 1, 1985, and end December 31, 1985.

Section 9.02. Seal. The Association may have and use a corporate seal; provided, however, that the use of said seal or an impression thereof shall not be required upon, and shall not affect the validity of, any instrument whatsoever.

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

Section 9.04. Personal Interests. No member of the Association shall have or receive any earnings from the Association who serves as an officer, director or employee of the Association. A member may receive principal and interest on moneys loaned or advanced to the Association as provided by the Statute.

IN WITNESS WHEREOF, Angelo Kostarides, President of the Association, has caused these By-Laws to be executed this 15 day of February, 1985.

BY DIRECTION OF THE
HIDEAWAY HOMEOWNERS ASSOCIATION, INC.

By Angelo Kostarides
ANGELO KOSTARIDES

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Angelo Kostarides, President of Hideaway Homeowners Association, Inc., who, after having been first duly sworn, acknowledged the execution of the foregoing By-Laws for and on behalf of said corporation, this 15th day of February, 1985.

My Commission Expires:

June 16, 1986

Resident of Marion County, Indiana.

June P. Benjamin
Notary Public
June P. Benjamin
Printed

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