



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

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**[www.move2indy.com](http://www.move2indy.com)**

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

COUNTRY ESTATES CONDOMINIUM  
OWNERS ASSOCIATION, INC.  
INDIANAPOLIS, INDIANA 46227

HOMEOWNERS' MANUAL

COUNTRY ESTATES CONDOMINIUM  
OWNERS ASSOCIATION, INC.  
INDIANAPOLIS, INDIANA 46227

I hereby acknowledge that I have received the revised Rules and Regulations as adopted  
by the Board of Directors for Country Estates C.O.A., Inc.

Printed Name

Address

Signature

Date

## INTRODUCTION

This booklet is for you the new homeowner and the homeowner who has been around for awhile but still has questions about the Association. It will familiarize you with the purpose and operation of Country Estates Condominium Owners Association, Inc. and it will provide you with information on how you can be sure that the Association is operating effectively to protect your investment and your community.

Homeownership has been undergoing a lot of changes in the past twenty years. As the desire for homeownership has continued to grow, the desire for more leisure time has also become a growing force. Country Estates Condominium Owners' Association, Inc. provides you with both. In addition, you now have a shared ownership of a pool, clubhouse, etc., which may not have been affordable on your own. What's more, you don't have a direct responsibility for maintaining these facilities, in that you won't be cleaning out the pool or repairing the tennis net. However, there are responsibilities that you DO have.

You are automatically a member of the Homeowners' Association, which is in charge of operating and maintaining the common facilities and providing common services to the members. As a member you must pay an assessment to the Association for your share of the expenses.

This Association is a private, non-profit organization in which all property owners automatically are members and have certain rights and obligations. The Association runs things as a sort of mini-government operating under a certain structure and under legal documents (which follow this introductory section). In an association, the majority rules and what the group wants under the agreements, you also have to accept.

Your interests as a homeowner lie with the continuing success of your community association. If the association functions well, the lifestyle you have chosen and your property values will be maintained. Obviously your involvement in the association is essential for this continuing success.

## WHO IS THE ASSOCIATION?

The Community Association is you, however there is more to that. Country Estates Condominium Owners' Association Inc., was established as a development, certain legal documents were drawn and an initial Board of Directors established. Today this board is solely made up of property owners. Each of these board members has designated committees and duties. All of these board members are elected by the Association at the annual meeting.

## WHAT DOES THE ASSOCIATION DO?

The major responsibility of the Association is to protect the investment and enhance the value of the property owned by the members. This is done by providing for the physical maintenance and operation of the shared property. These include the landscaped grounds, swimming pool, clubhouse and other recreational facilities. The Association also provides common

Another key to success is the cooperation and participation of homeowners. Residents of Country Estates Condominium Owners' Association, Inc. are asked to bear in mind that the condominium lifestyle is founded on the tenets of group effort and cooperation. Among the more basic of these tenets are the principles of courtesy and an awareness of the sensitivities of others.

1. Economical and satisfactory operation and maintenance of the Association's facilities and services.
2. Accurate and forward-looking budgeting process.
3. Assessment amounts set to support the actual present and future costs of managing and operating the Association and its facilities.
4. Swift, judicious enforcement of master regulations.
5. Professional relationships with key participants; for example, Association Manager and contractors providing services.

No matter what role you play in the Association, one thing is certain. You will want it to operate as smoothly and efficiently as possible. The most important thing to remember about a community association is that it is a business. To be successful it must be operated like one. What makes an association work like a successful business? Several things play a key role.

## THE ASSOCIATION IS A BUSINESS.

Each homeowner is involved in the Association in some manner. Involvement for you may mean that you pay your assessment on time, cooperate with the Association and participate where you will be most effective, even if that means you only vote at the annual meeting. You may wish to take a more active role - serve on the Board or on a committee. If you do become actively involved in your Association, you will find it a rewarding, educational experience and both you and the Association will benefit.

You already know the general make-up of the Board. The Board is assisted in its duties by committees of the Association members. These committees are architectural review, grounds, welcoming, recreation, advisory and newsletter. Effective committees are essential to a well-run Association. They advise and assist the Board, and the Board in turn gives strong support to committee action.

## HOW DOES THE ASSOCIATION WORK?

The Association is not a political organization with the main purpose of influencing outside issues and elections. The Association has other responsibilities too, such as enforcing the master regulations and architectural controls, overseeing the grounds and buildings and maintaining the amenities. services such as lighting, lawn care and snow removal.

In keeping with these principles, the residents may reasonably be expected to exercise appropriate restraint, moderation, tolerance and taste in their conduct and living habits as these may affect their neighbors. Collateral-ly they may reasonably expect reciprocal consideration from their neighbors.

The daily awareness and practice of these principles, and the tactful handling of guests will make unnecessary the need for an extensive list prescribing the personal behavior of intelligent adults.

#### ASSESSMENT COLLECTION POLICY

The assessment collection policy for Country Estates Condominium Owners' Association, Inc. is as follows:

1. Maintenance Fees are due and payable in advance on the first day of each month, and will be considered late if not received in the office by the tenth of each month.
2. A \$10.00 LATE FEE WILL BE ASSESSED for any amount past due after the 10th of each month.

3. If the homeowner remains delinquent for a total of 60 days, the Association will initiate legal action, which may include filing in Small Claims Court to obtain a lien against the property, and any other legal remedies which are available. The financial burden of legal expenses will be the responsibility of the delinquent homeowner.

4. The Board of Directors reserves the option of waiving the late fees for any homeowner who suffers extreme temporary financial hardship BEFORE the fee becomes past due, and has a record of consistent prompt payment of maintenance fees.

#### A WORD ABOUT YOUR INSURANCE

Your insurance needs in a condominium such as Country Estates are different from your needs when owning a home in a traditional development or renting an apartment.

In a condominium you own your own unit and an interest in the common area. The insurance coverage carried through the Association provides adequate protection for these. That coverage includes protection from structural damages or other hazards including earthquakes, but does not cover improvements and betterments.

However, it does not cover the interior of your unit and your personal possessions. You should have a homeowner's policy which protects you against fire, theft and personal liability for these valuables. This coverage should include such items as protection against smoke or water damage to your furniture, paintings, carpeting and wallcoverings and damage to the interior of your home caused by other natural hazards such as lightning, wind-storms and hail.

COUNTRY ESTATES CONDOMINIUM  
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**RULES AND REGULATION UPDATES**

**SIGNS:** "For Sale/For Rent" signs are permitted to be displayed in windows. Requests to display such signs must be submitted to and approved by the Board of Directors. (5/95)

**TRASH:** A \$25 fee will be assessed to owners who do not comply with City trash bagging requirements. Any additional costs incurred in determining the owner of such trash will be added to the \$25 fee assessment. (5/95)

**FIREARMS:** No owner or resident may discharge a firearm, target pistol, pellet gun, BB gun or other projectile launching weapon on the property. This is a City/County ordinance. Violators will be reported to the Marion County Sheriff for prosecution. (4/96)

**CHANGES TO CLUBHOUSE RESERVATION POLICIES**  
(Additions in italics)

Deposit return is based on *compliance with parking regulations* and return of clubhouse key.

Additional restrictions: NO SMOKING is permitted at any clubhouse function, and *NO PARKING is permitted on the north side of the street and no guest parking in carports.*

Clubhouse privileges may be denied to Homeowners and Rental residents if the maintenance fee is delinquent. A listing of delinquencies is furnished to the Board of Directors by the Management Company on a monthly basis.

## POOL RULES

The following swimming pool rules have been formulated for your protection. Your cooperation in abiding by these rules will result in a pleasant and relaxing time. Failure to obey the following rules is sufficient cause for suspension of pool privileges.

The pool is open daily from Memorial Day to Labor Day.

Residents are responsible for their guests' conduct as well as their own. **A LIFE GUARD IS NOT ON DUTY**; therefore an owner must take responsibility for his own safety and that of children and guests.

1. All guests must be accompanied by a resident at all times.
2. Damage caused by guests of a resident is the responsibility of that resident.
3. If the pool is crowded, please be considerate, and don't use beach balls, toys, inflatable mats or foam floats in the pool.
4. Any person intoxicated, disorderly or engaged in any activity which endangers them or others will be required to leave the Pool area.
5. All non-alcoholic beverages must be in unbreakable containers.

All pool users must observe all Indiana and local laws, and State Board of Health rules and regulations, including:

6. No children under 14 are allowed on Pool premises unless their parent or legal guardian is present.
7. Cut-offs and street clothes are not permitted in the pool.
8. No food or alcoholic beverages are allowed at any time in the Pool area.
9. Absolutely no glass containers are permitted in the pool area.

## REGULATIONS FOR THE USE OF GROUNDS

Country Estates Condominium Owners Association has established rules and regulations concerning the use of common areas. These rules and regulations are based on the Country Estates Condominium Declaration of Condominium Ownership as filed with the Recorder of Marion County, Indiana. The intent of these regulations is to avoid unnecessary maintenance costs, to preserve the continuity and integrity of the community, and to retain high standards of appearance, thereby protecting the investment of each owner.

## REGULATIONS REGARDING PETS

1. Only house pets are allowed in the community.
2. When pets are outside the house, in common areas, they must be accompanied by the owner or other responsible person, and they are never to be out of the eyesight of this person. Pets must be restrained to comply with City/County leash laws.
3. Pet owners are responsible for ensuring that all vaccinations required by law are up to date.
4. Any damage to common property will be the financial responsibility of the pet owner.
5. No pet shall be housed or chained in common areas outside the owner's unit.
6. Owners are responsible for controlling the noise level of pets so that neighbors are not excessively annoyed.
7. Pets are not permitted in the clubhouse or swimming pool area.
8. The housing of more than three (3) dogs in any residence is prohibited. This constitutes a kennel and is in violation of zoning laws.
9. The owner is responsible for picking up solid wastes.
10. The Board of Directors reserves the right to seek removal of any pet that becomes a community nuisance due to chronic disregard of established rules and regulations. This includes notifying Marion County Animal Control to pick up pets that run loose in the community.

**REGULATIONS CONCERNING PARKING, MOTOR AND  
RECREATIONAL VEHICLES**

1. There is absolutely no parking allowed on the north side of the street along the curb. This is to allow room for emergency vehicles (fire, police and ambulances) and to facilitate snow removal.
2. No vehicle shall be parked in such a manner as to impede or prevent ready access to another vehicle, or parked in a manner which blocks sidewalks, driveways or adjacent parking space. No parking is permitted in driveways leading into carports with the following exceptions:
  - A) To unload supplies - Not more than 20 minutes
  - B) The driveways for units 1 - 8.
3. The speed limit for Country Estates Drive is 20 MPH.
4. Vehicles parked on the property must display current license registration and comply with State of Indiana licensing laws.
5. Any motor vehicle which is not being used for normal transportation must be kept within the resident's carport.
6. No unlicensed or inoperative vehicle shall be left parked on the property for more than two (2) days. A vehicle is deemed inoperable when it cannot move under its own power, which will include flat tires.
7. The parking of motor vehicles on sidewalks, grassy or landscaped areas is prohibited.
8. No parking is permitted where curbs are painted yellow.
9. The parking of recreational vehicles, trailers, campers, large trucks or boats is prohibited. If a vehicle cannot fit in your carport, it cannot be kept or stored on the property. Special arrangements can be made for necessary overnight parking to outfit a boat or camper for a trip by contacting the Board of Directors for special permission. Permission for such parking will not exceed two (2) consecutive overnight periods.
10. Vehicles shall not be parked in such a way that they will restrict other residents from safely entering or leaving their carports.
11. No vehicle of any type shall be parked on the common areas with a "For Sale" sign visible, without prior approval of the Board of Directors.
12. Damage to common property caused by motor vehicles will be repaired at the owner's expense. This includes damage to streets, driveways and carport concrete resulting from automobile fluids.
13. Automotive maintenance shall be performed in the resident's carport. Such activity should be limited to routine automotive maintenance.

6. Any damage to the grounds caused by children will become the financial responsibility of the resident parent or guardian.
5. All toys, recreational equipment, bicycles, etc., shall be kept inside the home or enclosed patio when not in use.
4. Bicycles and other vehicles shall not be ridden on grassy or landscaped areas.
3. Children riding on tricycles, "hot wheels," skateboards and other low profile vehicles should be ridden on common sidewalks only, not in the streets, driveways or limited common sidewalks.
2. Children should ride bicycles in those areas of the community where they can be clearly seen by motorists.
1. Parents/guardians are responsible for the activities of their children so that other residents are not unduly disturbed. This applies to resident children as well as children of guests.

### REGULATIONS CONCERNING CHILDREN

4. Requests to place lawn decorations such as statues or other ornamentation in common areas must be submitted to the Architectural Committee and approved by the Board of Directors.
3. Potted plants are permitted and encouraged. Residents are permitted to plant flowers and other decorative vegetation in areas where shrubs border the home or patio.
2. The application of fertilizer or chemicals by individual residents to the common grounds is prohibited. This service is provided by a professional lawn care company.
1. Requests concerning addition or removal of trees must be submitted to the Grounds Committee and approved by the Board of Directors.

### REGULATIONS CONCERNING LANDSCAPE

16. The Board of Directors reserves the right to have a vehicle removed from the property, at the owner's expense, due to chronic disregard of established vehicle rules and regulations, and following written notice to vehicle owner.
15. A vehicle not moved for two weeks or used primarily for storage is considered a stored vehicle and is prohibited. This does not apply to properly licensed vehicles stored in carports. If a resident will be away from the property for more than two weeks, the Management Company's office should be notified in advance.
14. Any parked vehicle impeding the removal of snow from community streets is subject to towing. Only one warning notice will be issued.

No signs may be displayed in common areas, including yard sale signs, contractor advertising (window installers), security system signs, etc. The exceptions to this are signs advertising the community-wide yard sale organized by the Owners' Association.

"For Sale/For Rent" signs are permitted to be displayed in windows only upon Board of Directors approval of a written request.

### SIGNS

To discourage termite infestation, firewood must be stacked at least one foot from the building and placed on a non-wood platform or on concrete.

### FIREWOOD

8. Residents are responsible for ensuring their guests follow City trash regulations.
  7. A \$25 fee per violation will be assessed to owners who do not comply with City trash bagging requirement. Any additional costs incurred in determining the owner of such trash will be added to the \$25 fee assessment.
  6. The City will not pick up building materials, hazardous chemicals, bio-medical waste, or other non-household items. A list defining what will be picked up and what will not be picked up is available from the Management Company.
  5. The City does provide "heavy trash pick-up" for large household items. These items must be placed next to the trash bin fenced areas in such a way driveway traffic and carports are not blocked.
  4. Tree limbs, twigs, etc. must be tied in small bundles no longer than three (3) feet in length and placed beside the trash containers in the fenced area.
  3. Cardboard boxes must be broken down, folded flat, and placed inside the fenced area next to the trash containers.
  2. Bagged trash must be placed inside the trash containers and lids of the containers closed.
  1. **ALL household trash, including bottles, cans, newspapers, etc. must be properly bagged in plastic bags and securely tied.**
- Trash removal is provided by the City of Indianapolis and paid for by each owner in the semiannual property tax payment. **ALL RESIDENTS MUST COMPLY WITH CITY REGULATIONS CONCERNING THE DISPOSAL OF TRASH IN THE COMMUNITY TRASH BINS!** Failure to comply with City regulations may result in community trash service being suspended by the City.

### TRASH

Homeowners wishing to do any outside alterations to their units such as new windows, storage buildings, planting trees, patio fences, etc. must complete an architectural change form and submit it to the Architectural Committee for approval by the Board of Directors. Approval must be obtained prior to beginning any alterations. Approval is not required for replacement of an existing central air-conditioning unit (in the same location).

### ARCHITECTURAL CONTROL

1. The clubhouse may be rented by any resident for a fee of \$25.00 with a \$50.00 damage deposit. This fee and deposit are required to be paid in full at least five (5) days before the day of rental.
2. The clubhouse will be inspected by the Management Company prior to and following a rental.
3. The damage deposit will be returned upon verification that no damage occurred to the clubhouse and has been properly cleaned. The return of the damage deposit is also based on compliance with parking regulations and return of clubhouse key.
4. **NO SMOKING** is permitted at any clubhouse function.
5. **NO PARKING** is permitted on the north side of the street, and no guest parking is permitted in carports.
6. At the time of rental, a resident will be required to complete and sign a rental agreement that details rules for use of the clubhouse.
7. Clubhouse privileges may be denied to owners and rental residents if the maintenance fee is delinquent. A listing of delinquencies is furnished to the Board of Directors by the Management Company on a monthly basis.

### CLUBHOUSE RENTAL

### ENFORCEMENT OF REGULATIONS

Enforcement of regulations is one of the most delicate problems which the community must handle. However, in the interest of the community as a whole, enforcement becomes a matter of necessity. Therefore, unless otherwise noted above, violations of the rules, regulations, bylaws and/or covenants of the declaration will be treated as detailed below.

1. Complaints in writing to the Management Company or verbal complaints to a member of the Board of Directors will be reviewed by the full Board of Directors.

Any event that is deemed a violation of the rules, regulations, bylaws and/or covenants of the declaration will be addressed in the following manner:

2. A written notice of violation of the declaration or bylaws will be sent to the owner (and resident if not the same). The source of the violation must be corrected within the period specified in the written notice. There will be one written warning only for such violation prior to the Association taking the corrective action outlined in the written notice. The owner is responsible for any fees and costs incurred by the Association in taking this corrective action to bring the property in compliance with the Articles of the Declaration.

3. Violations of rules and regulations will be given by written notice to the owner (and resident if not the same). Notice of violations of rules and regulations incur progressive and accumulative fee assessments for the enforcement of such rules. The fee assessments are as follows:

- 1st Notice - \$10 fee assessment
- 2nd Notice - \$25 fee assessment
- 3rd Notice - \$25 fee assessment
- 4th Notice - \$25 fee assessment

Following a fourth notice of violation, the Association will pursue collection of the above fees, court costs and resolution of the violation in the Perry Township Small Claims Court.

Any owner notified of a violation of the declaration, bylaws, and/or rules and regulations may request to address the Board of Directors at the next following regularly scheduled Board meeting for a review of the violation and a hearing in the public forum of the Association. Such request must be submitted to a member of the Board or the Management Company for addition to the meeting agenda.

Country Estates homeowners take great pride in the community and continue to demonstrate respect and consideration for one another. A warm welcome is extended to new owners and residents, and it is hoped you will find the people of the community are responsible and enjoyable neighbors.

All members of the Board of Directors are Country Estates homeowners. The Board needs your participation and interest so that Country Estates can remain an enjoyable and financially sound community. Monthly meetings are held the fourth Tuesday of each month, and homeowner questions and problems are addressed following the business meeting. Any specific issue an owner would like addressed during the business meeting may be described to a Director or the Management Company at least five days prior to the scheduled meeting for inclusion on the meeting agenda. The annual meeting of the Association is held on the fourth Tuesday in April.

The Country Estates Condominium Owners Association, Inc. Board of Directors has engaged the services of a Management Company to oversee the day-to-day maintenance and operations of the community. Should an owner have a question, maintenance request or comment, please contact the Management Company.

### COMMENTS, QUESTIONS, ETC.

At the east end of Country Estates Drive, on the north side of the street, is a large fiberglass container with a red light mounted on the top. This is the location of the sewage lift station. If you see the red light flashing, immediately contact the Management Company or a Board Director. Pump failure of the lift station could result in sewage flooding most units.

### LIFT STATION LIGHT

If you sell your property, it is necessary to have a statement of your Maintenance Fees at closing. Advance notification to the Management Company will help expedite the proper process of these papers. A copy of the official documents (Homeowner's Manual) should be given to new owners at closing at seller's expense.

### SELLING THE UNIT

Each owner is entitled to a copy of the official documents for Country Estates Condominium Owners Association, Inc. If you did not receive or have lost the original documents required to be delivered to you at the time you purchased your unit, please request a copy from the Management Company. The documents contain the Declaration of Horizontal Property, the Articles of Incorporation and the Bylaws which govern the Association and protect the integrity and continuity of the community. Additional copies will be provided to owners at cost of duplication and collation.

### OFFICIAL DOCUMENTS

GLOSSARY OF TERMS

DECLARATION - The Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Country Estates Horizontal Property Regime as recorded by the Recorder of Marion County, Indiana, as of July 12, 1972, as Instrument No. 72-3971.

BYLAWS - The legal document defining Country Estates Condominium Owners Association, Inc. and its operations, duties of directors, etc.

BOARD OF DIRECTORS - Country Estates condominium owners that are elected to a 3-year term to serve the association and conduct the business of the community.

MANAGEMENT COMPANY - A professional property management company hired by the Board of Directors to oversee day-to-day operations, community maintenance, and accounting duties on behalf of the Association.

CITY - The governmental unit of the City of Indianapolis, Marion County, Indiana, within which Country Estates Condominiums is located.

COMMON GROUND - The building exterior, land, streets, sidewalks, pool, clubhouse, etc. portions of Country Estates Condominiums that are owned in common by all owners of individual units.

LIMITED COMMON GROUND - The sidewalks, porches, carports, carport storage areas, patios, patio fences, and attics that are designated for the exclusive use of an owner.

OWNER - The person(s) registered on the deed as an owner of a Country Estates Condominium unit.

RESIDENT - A non-owner that lives in a unit at Country Estates Condominiums, i.e., relative, renter, tenant, etc.

UNIT - The actual space owned and described by deed. Defined as the area "from the wallboard in" of each separate unit of the 4-unit buildings at Country Estates Condominiums.

CLUBHOUSE - The community building available for use by owners and residents.

POOL - The fenced in swimming pool and pool deck area adjacent to the clubhouse.

DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
COUNTRY ESTATES HORIZONTAL PROPERTY REGIME

WHEREAS, Madison Avenue Properties, and Indiana partnership ("Declaration"), is the owner of certain real estate located in Marion County, Indiana, more particularly described in Exhibit "D" attached hereto and by reference made a part hereof, and;

WHEREAS, Declarant desires to submit the Property as herein defined to the provisions of the Horizontal Property Act of the State of Indiana, being Acts 1963, Chapter 349, Sections 1 through 31, as amended from time to time (hereinafter referred to as the "Act"), and;

WHEREAS, Declarant intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth;

NOW, THEREFORE, Declarant as owner of the real estate hereinabove described, and for the purposes set forth, DECLARES AS FOLLOWS:

ARTICLE I

Definitions

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

1.02. Property: "Property" shall mean all the real estate described in Exhibit "D", all improvements and structures constructed or contained therein or thereon, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Apartment owners, and all easements, rights and appurtenances belonging thereto. The Property shall be known as "Country Estates Horizontal Property Regime".

1.03. Apartment: "Apartment" shall mean part of the Property within one of the buildings including one or more rooms, occupying all or part of a floor or floors, and designed and intended for independent use as a single-family residential dwelling.

1.04. Common Areas and Facilities: "Common Areas and Facilities" shall mean all portions of the Property except the Apartments as defined more particularly in Paragraph 3.01.

2.01. Apartment: Description and Ownership: The legal description of each Apartment shall consist of the identifying number or symbol of such Apartment as shown on the Plans. Every deed, lease, mortgage or other instrument may describe an Apartment by its identifying number or symbol as shown on the Plans, and every such description shall be deemed good and sufficient for purposes. The acceptance of a deed, lease or mortgage as to any Apartment by any person or persons or other legal entity shall constitute the acceptance and ratification by same of the Declaration, the Act, the Bylaws and all existing or future rules and regulations of the Board. Each Apartment shall consist of the space enclosed in the delineation thereof as shown on the Plans. No Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Apartment to be separated into any tracts or parcels different from the whole Apartment as shown on the Plans. The boundaries of each Apartment shall be shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, ceilings and perimeter walls of each Apartment. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Apartment because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Apartment shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Apartment in and to such space lying outside of the actual boundary line of the Apartment, but within the appropriate wall, floor or ceiling surfaces of the Apartment. Any equipment relating to the air

Property and Apartments: Submission to Act

ARTICLE II

- 1.05. Parking Area: "Parking Area" shall mean the area provided for and hereinafter described as "Parking" on Exhibit "B" attached hereto and
- 1.06. Person: "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof capable of holding title to real property.
- 1.07. Owner: "Owner" shall mean the record owner, whether one or more persons, of a fee simple title to any Apartment, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.08. Plans: "Plans" shall mean the site plan of the real estate and of all Apartments and the floor and building plans submitted to the provisions of the Act, which are attached hereto as Exhibit "B".
- 1.09. Buildings: "Buildings" shall mean the buildings shown on the Plans.
- 1.10. Board: "Board" shall mean the Board of Directors of the Association provided for in paragraph 10.01.



from its terms or from the terms of any statute applicable to condominium ownership.

#### ARTICLE IV

#### General Provisions as to Apartments and Common Areas and Facilities

4.01. Use of the Common Areas and Facilities: Subject to the provisions of Section 4.03, each Owner shall have the right to use the Common Areas and Facilities in common with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Apartment owned by each Owner. Such rights shall extend to the Owner and the members of such Owner's immediate family and guests and other occupants and visitors. The use of the Common Areas and Facilities and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the Bylaws attached hereto as Exhibit "A" (hereinafter referred to as the "Bylaws") and rules and regulations of the Board.

4.02. Maintenance of Common Areas and Facilities: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Board. Each Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Areas and Facilities, such expenses being hereinafter referred to as "Common Expenses". Such proportionate share shall be in the same ratio as the percentage of ownership in the Common Areas and Facilities as set forth in Exhibit "C". Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or rules and regulations of the Board. In the event of the failure of an Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Owner in the property pursuant to the terms of the Act. Abandonment of an Apartment or nonuse of the Common Areas and Facilities by an Owner shall not relieve such Owner from his obligation to pay his proportionate share of Common Expenses. Notwithstanding the foregoing, the following provisions shall apply to payment of Common Expenses until the termination of the period set forth in sub-

paragraph (1) immediately following:

(1) Declarant shall pay all Common Expenses, if any, until July 31, 1972

(11) Commencing August 1, 1972 and continuing until the first day of the calendar month, following the date that seventy-two (72) of the Apartments have been conveyed by Declarant, each owner of an Apartment conveyed to such Owner by Declarant shall pay monthly as his proportionate share of Common Expenses such amount as shall be determined by Declarant; provided, however that such amount to be paid by each such Owner to whom an Apartment shall have been conveyed shall not exceed the sum of \$27.98 per month; and provided, further that Declarant at any time may elect to terminate the provisions of this subparagraph (11) and upon such termination, each Owner shall commence paying his proportionate share of Common Expenses as hereinabove described in this paragraph

4.03 Limited Common Areas and Facilities and Easements:

(a) Patios and Carports: All patios and carports shall be a part of the

Common Areas and Facilities and not a part of any individual Apartment; however, each Owner shall be entitled to the exclusive use and possession of any patio, direct access to which is provided from his Apartment and which is located outside of and adjoining his Apartment, and to the carport bearing a corresponding number to his Apartment as shown on the Plans, which are herein referred to as "Limited Common Areas and Facilities"; until such time as the Board determines to the contrary, each Owner shall be responsible for cleaning, repair, maintenance and appearance of such Limited Common Areas and Facilities to which he is hereby extended exclusive use and possession, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. An Owner shall not paint or otherwise decorate, adorn or change the appearance of any such Limited Common Areas and Facilities without the prior written consent of the Board or Association. In the event the Board determines that it shall repair and maintain such Limited Common Areas and Facilities, the expense of such repair and maintenance shall not be a Common Expense but shall be an expense of the particular Owner and shall constitute a lien against his Apartment.

(b) Easements for Utilities: All public utilities serving the property

are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Areas and Facilities for the purpose of providing the property with utility services, together with the reasonable right to ingress to and egress from the Property for said purpose, provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board. By virtue of this easement the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along, and on any portion of said Common Areas and Facilities, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of an Apartment, whether or not such walls lie in whole or in part within the Apartment boundaries.

(c) Ingress and Egress: An easement for ingress and egress is hereby declared, upon those portions of the real estate designated as "driveway" and "cement walk" upon Exhibit "B", for the benefit of any Owner and occupant in the property. All public and quasi public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Facilities.

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

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

The Board shall obtain fire and extended coverage insurance insuring the Property as set forth in Article VI hereof. The Board shall obtain comprehensive public liability insurance in such limits as the Board shall deem appropriate, together with workmen's compensation insurance and other liability insurance, if deemed necessary or appropriate by the Board. Such insurance shall inure to the benefit of each Owner, the Association, the Board, and any managing agent or company acting on behalf of the Association. Such insurance coverage shall also cover cross liability claims of one insured against the other. The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

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

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

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

4.04. Parking Area; Parking: The Parking Area or other portion of the Property allocated to parking purposes shall be part of the Common Areas and Facilities.

(d) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect.

4.08. Maintenance, Repairs and Replacements of Apartments:  
(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Apartment which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces, but including outside walls. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Apartment boundaries as specified in Sections 2.01 and 2.02 exclusive of any portions of the foregoing which may be located at or beyond the wall, ceiling or floor outlets, or which may be the responsibility of an individual Owner under any other provision of the Declaration. The Board may replace and repair any window glass, window frames and doors, in the event any Owner fails to do so as provided in subparagraph (b) of this paragraph 4.08, but the expense of same shall be paid by the defaulting Owner.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Owner shall furnish, at his own expense, and be responsible for the following:  
(1) All of the maintenance, repairs and replacements within his own Apartment and all of the window glass, window frames and doors appurtenant thereto, and all internal installations of such Apartment such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Apartment boundaries as specified in Sections 2.01 and 2.02, provided however, such maintenance, repairs and replacements as may be required for the bringing of water or electricity to the Apartment, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Apartments as a Common Expense. No Owner shall make any alterations or additions to his Apartment which affects the structural integrity of any other Apartment or Building.

(2) All of the decorating within his own Apartment from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Apartment as shown on the Plans, and such Owner shall maintain such portions in good condition and repair at his sole expense, all such maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of window glass in all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Areas and Facilities (other than redecorating of Apartments to the extent made necessary by any damage to existing decorating of such Apartments caused by maintenance, repair or replacement work on the Common Areas and Facilities by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability

(b) Obstruction of Common Areas and Facilities: There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior written consent of the Board, except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Apartment.

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designated. Each Apartment or any two or more adjoining Apartments used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Areas and Facilities separating any two or more adjoining Apartments in such manner and upon such conditions as shall be determined by the Board in writing.

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

Covenants and Restrictions as to Use and Occupancy:

ARTICLE V

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

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

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

The respective obligations of the Board and Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property.

(1) Lounging or Storage in Common Areas and Facilities: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, vehicles, toys, benches or chairs on any part of the Common Areas

(h) Laundry or Rubbish: No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Areas and Facilities, including the limited Common Areas and Facilities. The Common Areas and Facilities, shall be kept free and clear of rubbish, debris and other wastes shall be kept only in enclosed sanitary containers (of such type, color, composition and design as may be determined by the Board), and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

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

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

(e) Animals: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Apartment or in the Common Areas and Facilities, except that dogs, cats or other domesticated household pets may be kept in Apartments, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board.

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

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

Reconstruction shall be compulsory where it comprises less than two-thirds (2/3) of all of the Apartments and payment therefor from proceeds of insurance and by the Owners shall be as provided in the Act. Reconstruction shall not be compulsory where it comprises the whole or more than two-thirds (2/3) of all of the Apartments; in such case and unless otherwise unanimously agreed upon by the Owners, the indemnity shall be delivered

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

6.01. Damage or Destruction and Restoration of Buildings:

The Association, acting through its Board, shall obtain fire and extended coverage insurance insuring the Property in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, the amount determined and the insurance renewed annually. The cost of any appraisal shall be a Common Expense. Such insurance shall (1) provide that notwithstanding any provisions thereof giving the insurer an election to restore pursuant to this Article, (2) contain a "Replacement Cost Endorsement", and (3) provide full coverage for replacement of any apartment regardless of what damage, if any, is sustained by any other Apartment. Such insurance coverage shall be for the benefit of each Owner, and, the Owner's mortgagee, if any. The proceeds shall be used or disbursed by the Board only in accordance with the provisions of this Article.

Insurance

ARTICLE VI

(1) Parking Area: That part of the Common Areas and Facilities identified in Exhibit "B" as parking or as carports shall be used by the Owners for parking purposes, subject to the provisions contained in Section 4.04 above.

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

(j) Prohibited Activities and Signs: No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Apartment therein. The right is reserved for the Declarant or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Apartments, and to place such other signs on the Property, for the purpose of facilitating the disposal of Apartments by any Owners, mortgagee or the Board. No boats, campers, trucks or other vehicles, except for automobiles, shall be parked or stored on the Property.

and Facilities, except in accordance with their intended purpose, and patio areas may be used for their intended purposes.

9.01 Association of Owners; Madison Avenue Properties' Initial Rights: In order to provide for the maintenance, repair, replacement,

Incorporation of Association

ARTICLE IX

The Board shall be entitled to recover from a defaulting Owner reasonable attorneys' fees and costs incurred in pursuing any of the remedies set forth in this paragraph.  
(b) To enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach.

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

8.01. Abatement and Enjoinment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, Bylaw or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 8.02 below:

Remedies for Breach of Covenants, Restrictions and Regulations

ARTICLE VIII

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

Sale of the Property

ARTICLE VII

6.02. Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each apartment and the common areas and facilities having the same vertical and horizontal boundaries as before.

Should it be proper to proceed with the reconstruction, the provisions thereof, the decision of three-fourths (3/4) of the Owners shall prevail. Owners if there is no Bylaw provision. In such event, the Property shall be deemed to have been withdrawn from the provisions of the Act. pro rata to the Owners entitled to it in accordance with provision made in the Bylaws or in accordance with a decision of three-fourths (3/4) of the

administration and operation of the Property, there shall be created a not-for-profit corporation, Country Estates Condominium Owners' Association, Inc., whose membership shall be comprised of and limited to Owners; the Corporation shall have one class of members.

All members of the Corporation shall abide by the rules and regulations of the Corporation. Membership shall terminate when such person ceases to be an Owner. The operation of the Corporation shall be more fully described in its articles of incorporation which shall be filed on or before August 1, 1972. In the event of such incorporation, the Bylaws shall become the Bylaws of the Corporation. Until such incorporation, there is hereby created an association of Owners to be known as the Country Estates Condominium Owners' Association. Each Owner shall be a member of the Association and the Corporation, but membership shall terminate when such person ceases to be an Owner. The Association shall elect a Board of Directors in accordance with and as prescribed by the Bylaws.

Until such time as the Board provided for in this Declaration is formed, and until such time thereafter as Declarant shall have consummated the sale of all Apartments, the Declarant, or its nominee shall exercise the powers, rights, duties and functions of the Board; provided, however, that Declarant may relinquish such powers, rights, duties and functions at any time after consummating the sale of Apartments aggregating fifty-one percent (51%) of all Apartments computed as set forth in Exhibit "C" attached hereto.

9.02. Waiver of Damages: Neither Declarant, nor its partners, nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to this Declaration, or in the Declarant's (or its partners' or their respective representatives' or designees') capacity as developer, contractor, Owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, occupant or the Board or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) arising from contract or negligence. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, occupant, the Board, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage and the like); provided, however, the terms of any warranty of declarant (or its partners or their respective representatives or designees) given in connection with the sale by Declarant of any Apartment shall prevail over the terms and conditions of this paragraph 9.02.

9.03. Amendments to Declaration: The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4) of the total ownership and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against

By: (Signed) Franklin L. Jackson  
Franklin L. Jackson, General Partner

By: (Signed) Ethan Jackson  
Ethan Jackson, General Partner

MADISON AVENUE PROPERTIES

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 11th day of July, 1972.

11.01. Floor Plans: The floor plans of the Buildings attached hereto as Exhibit "B" have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property File No. \_\_\_\_\_ as of July 12, 1972, as Instrument No. 72-39731.

Recording

ARTICLE XI

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

Construction of Declaration

ARTICLE X

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

any Apartment, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of Marion County, Indiana, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. No amendment to this Declaration shall be adopted which changes the percentage interest with respect to any Apartment without the approval of all Owners.

This instrument was prepared by Allen Horsman, Attorney.

April 23, 1975

My commission expires:

(Signed) Jeffrey A. Lockwood  
Notary Public

Before me, a Notary Public in and for said County and State, personally appeared Ethan Jackson and Franklin L. Jackson, all of the partners of Madison Avenue Properties, an Indiana general partnership, who, having been duly sworn, acknowledge the execution of the foregoing Declaration for and on behalf of said Partnership.

Witness my hand and Notarial Seal this 11th day of July, 1972.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

MORTGAGEE CONSENT

First Federal Savings and Loan Association of Indianapolis, the holder of a mortgage dated June 9th, 1972, executed and delivered by Madison Avenue Properties, an Indiana partnership, and recorded June 14th, 1972, as Instrument No. 72-33421 in the Office of the Recorder of Marion County, Indiana, whereby Madison Avenue Properties mortgaged the real estate described in Exhibit "D" attached hereto, hereby consents to the recordation of the foregoing Declaration and the submission of the Property to the terms of the Horizontal Property Act of the State of Indiana ("Act"), and agrees that the above described mortgage shall be subject to the terms of the Act; provided, however, except and to the extent that the mortgage is modified by this consent, such mortgage shall remain in full force and effect unaltered and enforceable in accordance with its terms.

IN WITNESS WHEREOF, First Federal has caused this consent to be executed by its duly authorized officers this 11th day of July, 1972.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION

By: James B. Life (Signed)

Attest:

Geraldine H. Veach (Signed)

STATE OF INDIANA )  
COUNTY OF MARION )

SS:

Before me, a Notary Public in and for said County and State, personally appeared James B. Fife and Geraldine H. Veach, the Vice President and Secretary of First Federal Savings and Loan Association of Indiana and polis, who, having been duly sworn, acknowledged the execution of the foregoing Mortgage Consent for and on behalf of said association.

Witness my hand and Notary Seal this 11th day of July, 1972.

(signed) Sara A. Gardner  
Notary Public

My commission expires:

March 29, 1976

This instrument prepared by John C. Stark, Attorney.

EXHIBIT "C"

Percentage of Ownership in  
Common Areas and Facilities  
per Unit.

Apartment Number

1.5286%	8, 13, 24, 25, 33, 40, 41, 57, 61, 68
1.2370%	7, 14, 23, 26, 34, 39, 42, 58, 62, 67
1.2445%	1, 2, 5, 6, 11, 12, 15, 16, 21, 22, 27, 28, 31, 32, 35, 36, 37, 38, 43, 44, 49, 50, 55, 56, 59, 60, 63, 64, 65, 66, 71, 72
1.3440%	3, 10, 18, 19, 30, 46, 47, 51, 54, 70, 74, 75
1.3660%	4, 9, 17, 20, 29, 45, 48, 52, 53, 69, 73, 76

Part of the Southwest Quarter of Section 20, Township 14 North, Range 4 East, of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Quarter Section; thence East on and along the South line of said Quarter Section 974 feet to a point on the original centerline of Madison Avenue, said original centerline being 10 feet by parallel lines West of the existing centerline; thence North 14 degrees 37 minutes 10 seconds West, 1080.45 feet to the place of beginning of this description; thence continuing North 14 degrees 37 minutes 10 seconds West on said original centerline 235.05 feet; thence North 88 degrees 42 minutes 28 seconds East 1586.64 feet measured (1593.5 deed) to a point on the Westerly right of way line of the Pennsylvania Railroad; said point being 1330 feet (measured along said right of way line) Northwest of the South line of said Quarter Section; thence South 16 degrees 49 minutes 15 seconds East on and along said right of way line 236.99 feet; thence South 88 degrees 41 minutes 39 seconds West 1595.90 feet measured (1602.54 deed) to the place of beginning.

Exhibit "D"

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 CONDOMINIUM OWNERS' ASSOCIATION, INC.

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Section 1. The name of this organization shall be COUNTRY ESTATES CONDO-MINIMUM OWNERS ASSOCIATION, INC., hereinafter called the Association.

ARTICLE I  
NAME

ARTICLE II

PURPOSE

Section 1. The purpose of the Association shall be to administer the project as established according to the provisions of IC 32-1-6 known as the Indiana Horizontal Property Law. The Association shall provide the maintenance, preservation and architectural control of the residence units and common areas within the confines of the property. The Association shall perform such acts as they determine and, insofar as permitted by law and these Bylaws, will promote the common benefit and enjoyment for the residents of the properties.

ARTICLE III

MEMBERS

Section 1. Member. Any person who owns a family unit in fee simple and an undivided interest in the common areas and facilities, in the percentage specified and established in the Declaration, is a Co-owner and shall be a member of the Association.

Section 2. Non-Owner Occupant. Any person who occupies a family unit as a renter, lessee, visitor or in any manner other than as a Co-owner, shall accept and abide by these Bylaws and the Regulatory Agreement that is attached to but not a part of these Bylaws. Such person, however, shall not be a member of the Association.

ARTICLE IV

OFFICERS

Section 1. Name of Officers. The officers of the Association shall be a President, First Vice-President, Second Vice-President, Secretary, Treasurer and such other officers as the Board of Directors may by resolution create. The offices of Secretary and Treasurer may be held by the same person.

Section 2. Term. The officers of the Association shall be elected annually by the Board and shall hold office for one year or until their successors are elected and qualified.

(e) The Treasurer or his agent shall receive and deposit, in appropriate bank accounts, all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, and cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, shall prepare or assist

Treasurer

(d) The Secretary shall keep the minutes of all meetings and proceedings of the Board and of the Association, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Association, keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Secretary

(c) The Second Vice-President shall act in the place of the President or First Vice-President in the event of their absence, inability or refusal to act, and shall perform such other duties as may be required by the Board. Committees may report to the Second Vice-President.

Second Vice-President

(b) The First Vice-President shall act in the place of the President in the event of the President's absence, inability or refusal to act, and shall perform such other duties as may be required by the Board.

First Vice-President

(a) The President shall preside at all meetings of the Board of Directors and of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and may co-sign all checks and promissory notes. The President shall perform such other duties as determined by the Association. A vacancy in the office of President, for whatever reason, shall be filled by the First Vice-President and the vacancy shall be in the office of the lowest ranking Vice President.

President

Section 5. Duties. The duties of the officers shall include but not be limited to the following:

Section 4. Vacancies. A vacancy in office created by the Board or by resignation shall be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced. A vacancy in the office of President, for whatever reason, shall be filled by the First Vice-President and the vacancy shall be in the office of the lowest ranking Vice-President.

Section 3. Resignation and Removal. Any officer may be removed from office with cause by the Board.

Their term of office shall begin after the close of the meeting at which they are elected.

Section 6. Voting. To facilitate the orderly conduct of the meeting, each member shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to one multiplied by a factor which is determined by the living unit occupied by the member. The living unit designation and the factor for each would be as follows: (These factors derived from percentages of ownership as shown in the Declaration, Exhibit C.)

Section 5. Quorum. The presence at the meeting of members or of proxies representing the votes of (20) family units shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting to another time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

- (a) Roll call.
- (b) Reading of minutes of preceding meeting.
- (c) Reports of officers.
- (d) Reports of committees.
- (e) Election of inspectors of election.
- (f) Election of directors.
- (g) New business.

Section 4. Order of Business. The order of business at the annual meeting of members of the Association shall be as follows (if necessary)

Section 3. Notice. Notice of any meeting shall be sent by mail or such other method as the Board of Directors may determine not more than 30 days nor less than 10 days before such meeting.

Section 2. Special Meetings. Special meetings of members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Co-owners who represent the votes of eight (8) family units. 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 the special meeting except as stated in the notice of the meeting.

Section 1. Annual Meeting. The annual meeting of the members of the Association shall be held on the second Tuesday of April each calendar year or at such time as the Board of Directors may direct. At the annual meeting the Co-owners shall elect the Board of Directors of the Association, approve the annual budget, amend the Bylaws, if necessary, in accordance with the provisions of these Bylaws and transact such business as may properly come before the meeting.

MEETINGS

ARTICLE V

In preparing an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and provide a copy of each to the members.

- (b) Contracts and expenditures expressly set forth in the received.
- (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.
- Section 3. Limitation of Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of Co-owners at a meeting where a quorum is present, except in the following cases:
  - (d) Approval of payment vouchers.
  - (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.
  - (b) Collection of monthly assessments from Co-owners.
  - (a) Care, upkeep and surveillance of the project and common areas and facilities.
- Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these Bylaws directed to be done by the Association. Additional duties may include but not limited to:
  - Section 1. Number. The affairs of the Association shall be governed by a Board of Directors composed of 5 person, all of whom must be owners of units in the project.

BOARD OF DIRECTORS

ARTICLE VI

Section 7. Voting Representative. Where the owner of a family unit constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocated to that family unit. At the time of acquisition of title to a family unit by a multiple owner or partnership, those persons constituting such owner or the partners shall file with the Secretary of the Association the name of one of such persons or partners who will be a voting representative for such family unit.

Section 8. Proxies. Any Voting Representative may appoint as proxy any other Voting Representative if that appointment is made in writing and delivered to the Secretary before any meeting. The appointment shall be valid only for the meeting designated thereon.

proposed annual budget as approved by the Co-owners at the annual meeting.

Section 4. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Co-owners.

Section 5. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize including but not limited to, the duties listed in Section 2 of this Article.

Section 6. Term of Office. Term of office of each Director shall be 3 years or until a successor is elected and qualified.

Section 7. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association, shall be filled by a vote of a majority of the remaining Directors even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 8. Removal. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with cause by a majority vote of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and time as may be fixed by resolution of the Directors. Following the annual meeting of Co-owners, the Board of Directors shall meet and elect officers.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors after not less than 3 days notice to each Director.

Section 11. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Directors, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 13. Non-liability of Directors. The Directors shall not be liable to the Co-owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors except

- Section 1. Nominating Committee. See ARTICLE VII, Section 1.
- Section 2. Recreation Committee. Organizes community social activities such as card parties, pancake brunch and open house, etc.
- Section 3. Welcoming Committee. Greets new homeowners, briefing them on the Bylaws of the community and rules for the use of clubhouse and swimming pool.
- Section 4. Architectural Review Committee. Composed of three members. Reviews requests by homeowners for alterations to their units. Also, they see that the community keeps and maintains its unified architectural design.
- Section 5. Newsletter Committee. Publishes a bi-monthly newsletter

COMMITTEES

ARTICLE VIII

Section 2. Election. Election to the Board of Directors shall be by ballot. The person receiving the largest number of votes shall be elected. If a member leaves one or more of the choices blank on a ballot containing more than one office to be filled, the blank spaces in no way affect the validity of the spaces that have been filled. Cumulative voting is not permitted. In the event of an uncontested office, the nominee may be declared elected by general consent.

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may be made from the floor at the annual meeting. Those nominated from the floor must have been contacted and agree to serve. The Nominating Committee shall consist of three (3) members of the Association. The Nominating Committee shall be selected by the Board of Directors at their first meeting following the annual meeting, to serve until the close of the next annual meeting. At the first meeting following their selection, members of the Nominating Committee shall choose a Chairman. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made only from Co-owners who have been members of the Association for a period of one year. Members of the Committee are not barred from becoming nominees.

NOMINATION AND ELECTION OF DIRECTORS

ARTICLE VII

For their own individual willful misconduct, bad faith or gross negligence. The Co-owners shall indemnify and hold harmless each of the Directors against any and all liability as a result of such Director's performing the usual duties as a member of the Board of Directors.

Section 2. Allocation of Assessments. All assessment levied against the Co-owners shall be apportioned among and paid by the Co-owners in accordance with the percentage allocated to each family unit in the Enabling Declaration, without increase or decrease for the existence of any rights to the use of limited Common Elements appurtenant to each living unit. All assessments shall be due and payable at such times as the Board of Directors shall determine, commencing with the acceptance of a deed to a family unit or with acquisition of fee simple title to a family unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association on or before the due date of such payment. Assessments in default shall incur a late fee until paid in full. Each Co-owner, whether one or more person, shall be and remain personally liable for the payment of assessments pertaining to his unit which may be levied while such Co-owner is the owner thereof, even though a successor in title may also become liable therefor.

Section 1. Assessments. The Board of Directors of the Association shall establish an annual budget to be presented at the annual meeting and such budget shall project all expenses for the operation, management and maintenance of the Condominium Project including a reasonable allowance for contingencies and reserves, including also the anticipated amount of dues and assessments collectable for the Association. Upon adoption of an annual budget by the members, copies of such budget shall be delivered to each Co-owner and the assessment for said year shall be established on such budget. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (a) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, (c) to provide additions to the Common Elements as needed, or (d) in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary for that year only. Any increase shall be limited to 10% of the annual budget.

ASSESSMENTS

ARTICLE IX

Section 8. Other Committees. The President shall appoint such other committees, standing or special, as the Association or Board of Directors shall deem necessary to carry on the work of the Association. The President shall be ex officio member of all committees except the Nominating Committee.

Section 7. Advisory Committee. Professionals in the community such as accountants, Architects, Engineers, Insurance Agents, Lawyers, Parliamentarians and others who will be providing their expertise to the Board of Directors from time to time.

Section 6. Grounds Committee. Responsible for the upgrading and maintenance of the grounds.

with information concerning the community.

These Bylaws may be amended at any regular or special meeting of members of the Association by 2/3 vote of the members present, in person or by proxy, provided that the amendment has been submitted in writing with the call of the meeting.

AMENDMENTS

ARTICLE XI

The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with the statutes, these Bylaws and any special rules of order the Association may adopt.

PARLIAMENTARY AUTHORITY

ARTICLE X

Section 3. Payments in Default. A Co-owner whose assessment payments are in default shall not be entitled to vote at any meeting of the Association so long as such default continues.