



Cross-Reference: Inst. No. 5253, at Book 119, Pages 437-460 (Declaration)
Inst. No. 5252, at Book 119, Pages 420-436 (By-Laws)
Inst. No. 6239, at Book 119, Pages 629-631 (1st Supp. Dec.)
Inst. No. 44, at Book 120, Pages 639-641 (2nd Supp. Dec.)
Inst. No. 1477, at Book 121, Pages 149-151 (3rd Supp. Dec.)
Inst. No. 3414, at Book 121, Pages 473-475 (4th Supp. Dec.)
Inst. No. 6159, at Book 6159, Pages 130-132 (5th Supp. Dec.)
Inst. No. 9254, at Book 122, Pages 768-770 (6th Supp. Dec.)
Inst. No. 11768, at Book 123, Pages 377-379 (7th Supp. Dec.)
Inst. No. 2000-00026898 (By-Laws Amendments)

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

FOR THE

SUGAR BUSH CONDOMINIUM

(ALSO KNOWN AS THE SUGAR BUSH
HORIZONTAL PROPERTY REGIME)

AND THE SUGAR BUSH CO-OWNERS ASSOCIATION, INC.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
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This Amended and Restated Declaration is made as of the date set forth below.

WITNESSETH that:

The Sugar Bush condominiums community located in Hendricks County, Indiana was originally created and formed pursuant to what was then referred to as the Indiana Horizontal Property Act, now known as the Indiana Condominium Act and presently codified at Indiana Code 32-25-1-1 *et seq.*, as amended, and pursuant to a certain “Declaration of Horizontal Property Ownership—Sugar Bush Horizontal Property Regime,” recorded in the Office of the Recorder of Hendricks County, Indiana, on October 6, 1989, as Instrument No. 5253, at Book 119, Pages 437-460 (hereafter, the “Declaration”), to which were attached as an exhibit the Code of By-Laws of the Sugar Bush Co-Owners Association, Inc. (hereafter, the “By-Laws”), said By-Laws being recorded on the same date as Instrument No. 5252, at Book 119, Pages 420-436; and

The Declaration established an expandable horizontal property regime; and

The original developer of Sugar Bush annexed additional sections or phases of property to the Sugar Bush condominium property upon the recording of seven (7) Supplemental Declarations whereby a total of seventy-nine (79) Condominium Units were established, together with Common Areas and Limited Areas; and

Paragraph 24 of the Declaration enables the same to be amended upon approval by a vote of not less than a majority of the Percentage Vote; and

At a duly called meeting of the Sugar Bush Co-Owners Association, Inc. (“Association”) held on October 12, 2017, Owners holding more than the required number of votes voted to approve this Amended and Restated Declaration and the Amended and Restated Code of By-Laws attached hereto, including the “Quick Summary of Association and Unit Owner Responsibilities for Maintenance and

Repairs” (“Quick Summary”) also attached hereto; and

The Owners of said Condominium Units desire to amend certain provisions of the Declaration and the Code of By-Laws, and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration and the Amended and Restated Code of By-Laws attached hereto in no way nullify the original Declaration and By-Laws or the effective date of the original Declaration and the original By-Laws, or any previous amendment. The original Declaration contained various exhibits (in addition to the Codes of By-Laws), as did the various Supplemental Declarations that were recorded as additional phases or sections were annexed and added to the Sugar Bush condominiums. For historical purposes, these various exhibits may be referred to from time to time, and therefore, for cross-reference purposes, one should refer to those original documents as they were filed with the Hendricks County Recorder. Those exhibits, however, are not exhibits to this Amended and Restated Declaration. Except as to any exhibits to the original documents that may remain relevant, all other provisions of the original Declaration, including the Codes of By-Laws attached thereto, are hereby modified in their entirety, and superseded by this Amended and Restated Declaration.

NOW, THEREFORE, the “Declaration of Horizontal Property Ownership—Sugar Bush Horizontal Property Regime” is hereby amended and restated as follows:

1. The following definitions shall apply throughout this Declaration:
 - (a) “Act” means the Indiana Condominium Act presently codified at Indiana Code 32-25-1-1, et seq., as amended. The Act was previously referred to as the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
 - (b) “Association” means the incorporated association of Co-Owners, the Sugar Bush Co-Owners Association, Inc. more particularly described in paragraph 13 of this Declaration.
 - (c) “Board of Directors” means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws.

- (d) "Building" means and is the same as "Dwelling Unit", or "Dwelling Units" where more than one such unit is contained in one edifice.
- (e) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Sugar Bush Condominium Property as required by and in conformity with the provisions of the Act, as amended. A true copy of the Amended & Restated By-Laws is attached to this Declaration and incorporated herein by reference.
- (f) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
- (g) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (h) "Co-Owners" means the Owners of all the Dwelling Units.
- (i) "Dwelling Unit" means one of the individual units constituting "the Condominium", each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.
- (j) "Formula" means the method set forth in paragraph 8 of this Declaration that was used for computing the Percentage Interest applicable to each Dwelling Unit.
- (k) "The Condominium" means the name by which the entire Sugar Bush Condominium Property shall be known.
- (l) "Limited Areas" or "Limited Common Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
- (m) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.

- (n) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling Unit as determined in accordance with paragraphs 8 and 17 of this Declaration. All Owners have the same Percentage Interest.
- (o) "Percentage Vote" means an Owner's percentage vote and is the relationship of his vote to the total eligible votes expressed as a percentage as determined in accord with paragraph 8 and 17 of this Declaration.
- (p) "Plans" means a plat showing the location of the forty-five (45) Buildings, the elevations, the seventy-nine (79) Dwelling Units within the Buildings, Arabic identification numbers for each Dwelling Unit and the outside dimensions for each Building in the Condominium, duly certified, all of which are incorporated herein by reference, and which have been filed with the Office of the Hendricks County Recorder.
- (q) "Property" means all of the sections of the Sugar Bush Condominium and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Property and used in connection with the operation, use and enjoyment of "the Condominium".

2. Declaration. The Property was and shall continue to be a Condominium community in accordance with the provisions of the Act.

3. Description of Dwelling Units. There are forty-five (45) Buildings and seventy-nine (79) Dwelling Units in the Sugar Bush Condominium, as shown on the Plans. The buildings are identified and referred to in the Plans and in this Declaration as Buildings numbered 1 through 45. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 1 through 79.

4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, with the same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit along with the Arabic number designation of the Building containing the Dwelling Unit.

5. Further Description of Dwelling Units:

- (a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as hereinafter defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling 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 Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.
- (b) Boundaries. The dimensions required to determine the boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas of the space bounded by the bottom of the garage slab and the bottom of the floor joists to the bottom of the roof rafters in a horizontal plane and the outside surface of the perimeter stud walls in a vertical plane.

In other words, if you own a Dwelling Unit, you own “down to” the bottom surface of the garage slab and the bottom surface of the floor joists (whichever is applicable for that part of the Dwelling Unit), meaning that you own the actual garage slab, the floor joists, the plywood or other material laid on top of the floor joists, and all floor

coverings such as carpeting. You also own “up to” the bottom surface of the roof rafters meaning that you own the drywall on the ceilings. You also own the exterior surface of the perimeter stud walls meaning that you own the exterior face brick, the wall studs, the insulation in the exterior walls, and the drywall inside your Unit that is fastened to the outside walls. These descriptions of the boundaries of each Dwelling Unit, as well as this Declaration’s description of the Common Areas and the Limited Areas, are not to be strictly applied when questions arise as to maintenance, repair and replacement, as well as to insurance coverage. There are other provisions in this Declaration (as well as the “Quick Summary of Association and Unit Owner Responsibilities for Maintenance and Repairs” that is attached as an exhibit to this Declaration) that will determine whether a particular item is the responsibility of the individual Dwelling Unit Owner or the Association.

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

6. Common Area and Facilities: Common Areas mean and include (1) the Property, (2) the yards, planting areas, streets and drainage areas, (3) central electricity, gas, and sanitary sewer mains, (4) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (5) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Common Areas described in paragraph 7 below.

7. Limited Common Area and Facilities: Limited Areas and those Dwellings to which the use thereof is limited are as follows:

- (a) Entranceways. The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (b) Patios. The patios, and decorative walls are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (c) Driveways. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Areas, and Percentage Interest and Percentage Vote: Each Owner shall have an undivided interest in the Common Areas and Limited Areas in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accord with the Formula set forth in paragraph 17 of this Declaration.

Each Owner shall have an equal vote on any matter upon which the Co-Owners are entitled to vote. Each Dwelling Unit is entitled to one vote.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 17 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Condominium and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Directors.

9. Encroachments and Easements for Common Areas: If, by reason of the location, construction settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling 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.

10. Real Estate Taxes: Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act.

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 be paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles: 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 Limited Areas of "the Condominium" in performance of their duties. An easement is also granted for all areas of "the Condominium" including privately owned units, to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as may be approved by the Board of Directors. 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.

13. Association of Owners: In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there was created an association of Co-Owners of the Dwelling Units in "the Condominium" known as the Sugar Bush Co-Owners Association, Inc. The Association was incorporated as an Indiana non-profit corporation when its Articles of Incorporation were filed with the Indiana Secretary of State on February 22, 1989. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Directors.

The Board of Directors shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

14. Maintenance, Decoration, Repairs and Replacements: The Association shall be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Directors reserve the exclusive right to determine the outside décor of each Dwelling Unit including (but not limited to) color and paint, and all décor appurtenant to the aesthetics of each individual unit. All trim, entry doors, garage doors, gutters, and shutters are to be white in color. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decoration of his or her Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited Areas. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Directors shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

Attached hereto as an Exhibit is the "Quick Summary of Association and Unit Owner Responsibilities for Maintenance and Repairs". The Quick Summary is incorporated by reference. Notwithstanding any provisions in this Declaration or the By-Laws that might conflict with the Quick Summary's allocation of responsibility, the Quick Summary shall control in the case of any conflict. In other words, if there is any conflict between the provisions of this Declaration and/or the By-Laws and the Quick Summary, the provisions of the Quick Summary shall control. It is the intent that the Quick Summary will be the primary document by which the Board of Directors and the Dwelling Unit Owners will know who is responsible for maintenance, repairs and replacements in the Sugar Bush Condominium of the items listed in that "Quick Summary" Exhibit.

The Board of Directors or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintain same.

15. Alterations, Additions and Improvements: No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Dwelling Unit or within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion of Sugar Bush: The original developer of the Sugar Bush Condominium initially set up the community as an “expandable” condominium. Indiana’s Condominium Act provides for that kind of procedure. The developer built Sugar Bush in phases or sections. As each phase or section was completed, it was “added” or “annexed” to the earlier phases of Sugar Bush upon the filing of seven (7) Supplemental Declarations, documents and supplemental Plans or Plats with the Hendricks County Recorder. When that occurred, the added portions became subject to all of the terms and provisions of the original Declaration and By-Laws, to the same extent and with the same effect as if that added portion had been part of the initial section of Sugar Bush, with the rights, easements, covenants, restrictions and assessment plan set forth in the original Declaration and By-Laws running with the land of those later-added phases or sections.

Eventually, seventy-nine (79) Dwelling Units were built in the Sugar Bush Condominium.

17. Percentage Interest: The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there shall be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote. Since there are seventy-nine (79) Dwelling Units, that means that each Unit has a Percentage Interest of about 1.2658% so that the total of all Units is 100%.

18. Insurance:

(a) The Co-Owners, through the Association, shall provide insurance that shall:

- 1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the owners do not elect to restore pursuant to paragraph 20 below, and

- 2) Contain a “replacement cost endorsement”. Such insurance coverage shall be for the benefit of each owner and the Association and, if applicable, the Owner’s mortgagee. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this Declaration, as applicable, and any insurance obtained by the Board covering the officers of “the Condominium” as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

Such insurance shall be for the benefit of each individual Owner, the Association, the Board of Directors, and any managing agent or company acting on behalf of the Association, as their interests may appear. The Owners shall be able to recover losses insured where applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

- (b) The Association shall purchase and pay for, as part of the Common Expenses, a master casualty policy affording All Other Perils insurance (also known as fire and extended coverage insurance) in an amount equal to the full replacement costs of the improvements that in whole, or in part comprise the Common Areas and facilities, as well as insuring all Dwelling Units (except as limited in this provision and by Section 20 below entitled “Mandatory Dwelling Unit Owner’s Insurance”). In addition to the Common Areas, the Association’s master casualty policy shall provide coverage for those interior portions of the Dwelling Units as follows:

- All major appliances, such as those used for refrigerating, ventilating, cooking, and dishwashing, including appliances that are “built in” (but excluding the washer and dryer).
- All drywall, whether on the perimeter walls or interior walls of the Unit;

- All interior walls, whether they are load bearing walls or not;
- All fixtures, including, but not limited to, items such as cabinets, counter tops, sinks, bathroom fixtures, and kitchen fixtures;
- All electrical fixtures, air conditioning and heating equipment, and water heaters.

Such insurance shall be in the form of a master casualty policy for the entire Property except as limited in this provision and Section 20 and shall contain the following endorsements if and to the extent obtainable at a reasonable cost in the State of Indiana: (i) replacement cost; (ii) inflation guard; (iii) demolition cost, contingent liability, and increased construction cost in connection with building code requirements; (iv) steam boiler coverage (if applicable); and (v) all matters customarily covered under a "special condominium endorsement." The Association shall also purchase and pay for as part of Common Expenses Commercial General Liability insurance and such other liability coverages and limits as the Board of Directors deems appropriate; provided, however, that the Commercial General Liability, separately or in combination with a Commercial Umbrella liability policy, shall have limits of not less than Two Million Dollars (\$2,000,000) Per Occurrence / Three Million Dollars (\$3,000,000) General Aggregate, which policy shall cover the Association, the Association's Board of Directors, the managing agent, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the condominium, all condominium unit owners and all other persons entitled to occupy any unit or other portions of the condominium. Such other policies as may be required may be obtained and paid for as part of the Common Expenses and in amounts as determined by the Board of Directors, by the Co-Owners through the Association, including, without limitation, fidelity insurance, worker's compensation insurance, liability insurance on motor vehicles owned by the Association, specialized policies covering lands or improvements on which the Association has or shares ownership or other rights, and officers' and directors' liability policies.

The Association shall obtain insurance indemnifying the Association, and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee, or officer or member of the Board of

Directors of the Association or of any other person handling the funds of the Association or the Unit Owners, which insurance shall be written in an amount equal to at least One Hundred Fifty Percent (150%) of the annual Common Expenses, plus reserves.

- (c) When any policy of insurance 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 Co-Owner or Mortgagee whose interest may be affected thereby by the officer required to send notices of meetings of the Association.
- (d) All policies of insurance of the character described above for All Other Perils, Commercial General Liability, and Commercial Umbrella Liability shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Directors, any Managing Agent, their respective employees and agents, or the Dwelling Unit Owners, and shall further contain a clause whereby the insurer waives any defenses based on acts of individual Dwelling Unit Owners whose interests are insured thereunder, and shall cover claims of one or more insured parties against other insured parties. All such policies shall name the Association, for the use and benefit of the Dwelling Unit Owners, as the insured; shall provide that the coverage thereunder is primary even if a Dwelling Unit Owner has other insurance covering the same loss; shall show the Association or insurance trustee, in trust for each Unit Owner and Mortgagee, as the party to which proceeds shall be payable; shall contain a standard mortgage clause and name FNMA and all Mortgagees as mortgagee; and shall prohibit any cancellation or substantial modification to coverage without at least ten (10) day's prior written notice to the Association and to the Mortgagees.

19. Disaster, Casualty and Restoration:

- (a) In case of fire or any other casualty or disaster, other than complete destruction of all buildings containing the condominium units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.

- (b) In the event of complete destruction of all of the buildings containing condominium units, the building(s) shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the Co-Owner(s) proportioned according to the fair market value of all other condominiums and the property considered as to be removed from the condominium under the Act unless by vote of two thirds (2/3) of all of the Co-Owners a decision is made to rebuild the building, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein in the event of less than total destruction of the buildings.
- (c) A determination of total destruction of the buildings containing condominium units shall be determined by a vote of two thirds (2/3) of all Co-Owners at a special meeting of the Association called for that purpose.
- (d) Where the improvements are not insured or where the insurance proceeds are not sufficient to cover the cost of repair or reconstruction and the property is not to be removed from the Condominium, the Co-Owners shall contribute equally to the balance of any such costs. Such amount shall be assessed as part of the Common Expense and shall constitute a lien from the time of assessment as provided in the Act.
- (e) If, pursuant to A, B, and C above, it is not determined by the Co-Owners to rebuild after a casualty or disaster has occurred, then in that event;
- 1) The property shall be deemed to be owned in common by the condominium unit owners.
 - 2) The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such owner in the Common Area and facilities.
 - 3) Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing

priorities to the percentage of the undivided interest of the condominium unit owner in property; and

- 4) 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 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.

20. Mandatory Dwelling Unit Owner's Insurance. All Unit Owners are required to maintain, at their own expense, the appropriate form of condominium insurance (typically referred to as an HO-6 policy) to cover their personal property, betterments and improvements (whether installed by the present Unit Owner or a prior Owner), comprehensive personal liability, Association deductible reimbursement (see below), and loss assessment exposures. Each Owner shall provide the Association with proof of coverage per procedures adopted by the Association's Board of Directors. Each Owner's policy must include coverage for everything within the boundaries of the Owner's Unit including, but not be limited to:

- All wall coverings, including paint, wallpaper, and paneling;
- All floor coverings, including carpeting and tile;
- All window treatments including draperies, shades curtains, window glass and window screens;
- Garage doors and door opener motors and associated hardware.

All coverage should be on a replacement cost basis. The Association must be listed on each Owner's policy as an Additional Insured.

Each Unit Owner may, at his or her own expense, purchase such additional insurance as he or she may deem necessary. Each Unit Owner shall be solely responsible for loss or damage to the contents of his or her Dwelling Unit, however caused, and to his or her personal property stored elsewhere on the Sugar Bush Property, and for his or her personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to above relating to the

master casualty insurance policy to be obtained by the Association. Each Owner may obtain additional casualty insurance at his or her own expense upon his or her Unit, but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association.

21. Liability For Association's Deductible.

All insurance claims covered by the Association's master casualty insurance policy carry a deductible in an amount determined by the Board. Notwithstanding anything else contained in this Declaration or the By-Laws, liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be in the following manner: The Board of Directors of the Association may, in the case of a claim for damage to a Dwelling Unit or the Common Areas, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the Owners of the Units affected to pay the deductible amount. In reaching its decision, the Board may consider the following factors:

- a. Whether the damage resulted from a negligent or intentional act or omission by the Owner, that Owner's family, servant, employee, agent, visitor or licensee of that Owner or from the failure to maintain any portion of the Owner's property, including any appliance, equipment, or fixture in the Owner's Unit.
- b. Whether the damage involved was limited solely to one Owner's Unit or the Limited Common Areas assigned to that Owner's Unit.
- c. Whether the damage involved both the Common Areas and/or one or more Units or the Limited Areas assigned to a Unit or Units.

All decisions and determinations to be made under the above shall be by the Association's Board of Directors, and the same shall be final and binding as between the Association and the affected Owners.

Each Owner is responsible for verifying with his or her own insurance agent that the Owner's share of any such Association deductible is covered under his or her own Condominium Unit Owner's insurance policy (assuming the deductible is not assessed as part of the Common Expenses allocable to all

Owners). The Owner should pay particular attention to the portion of his or her HO-6 policy which is typically called "Coverage A--Building Property" to ensure that there is sufficient coverage for the Owner's possible share of the Association's deductible. Any portion of such a deductible which has been assessed to a particular Owner's account will be subject to the same collection procedures as provided in this Declaration and the By-Laws for Assessments.

22. Membership in the Association: The Sugar Bush Condominium is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and Supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration and in the By-Laws, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of the Association, and to have a vote for each Dwelling Unit owned.

23. Covenants and Restrictions: The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Association. 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 the Owner, Co-Owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right to reversion or forfeiture of title resulting from such violation.

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

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or the Owners of 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 held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote.
- (e) Special Amendments. No amendment to this Declaration shall be adopted which changes the Percentage Interest with respect to any Dwelling unit or the applicable share of an Owner's Liability for the Common Expense without the approval of all of the Co-Owners;
- (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 Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

25. Acceptance and Ratification: All present and future Owners, Mortgagees, and occupants of the Dwelling 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 Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Supplemental Declarations, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, or mortgage thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling 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 from time to time.

26. 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 increase in insurance premium occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

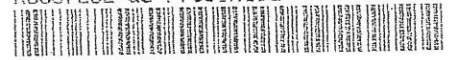
27. Costs and Attorney's Fees: In a proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

28. Waiver: No Owner may exempt himself from 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 Dwelling Unit. Nor does the Association waive the right to place a lien on the Dwelling Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

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

30. Plans: The Plans, as described in paragraph 1(s) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Hendricks County, Indiana.

31. Drainage & Sewer Easements: There were and are hereby reserved the open areas of the Sugar Bush Condominium Property as an undefined Drainage and Sewer Easement (D. & S. Easement). In doing so, it is the intent to provide the needed flexibility to the Association to properly install and allow to be maintained all sewer and drainage services, to the Dwelling Units. The D. & S. Easement shall include all Common Areas. No other improvements or permanent structures (excluding walkways, pavement, or driveways and fences) shall be placed within the D. & S. Easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of the Association to provide for and maintain appropriate drainage.



**AMENDED AND RESTATED CODE OF BY-LAWS OF
SUGAR BUSH CO-OWNERS ASSOCIATION, INC.**

An Indiana Nonprofit Corporation

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**AMENDED AND RESTATED CODE OF BY-LAWS OF
SUGAR BUSH CO-OWNERS ASSOCIATION, INC.**

An Indiana Nonprofit Corporation

**ARTICLE 1
NAME**

Section 1.1. Name. The name of this corporation is Sugar Bush Co-Owners Association, Inc. (hereinafter referred to as Association").

**ARTICLE 2
IDENTIFICATION & APPLICABILITY**

Section 2.1. Identification and Adoption. The provisions of these By-Laws shall apply to the Sugar Bush Condominium and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 2.2. Individual Application. Each of the Owners within the Sugar Bush Condominium (formerly referred to as the Sugar Bush Horizontal Property Regime) located in Hendricks County, Indiana shall automatically and mandatorily be Members in the Association and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Dwelling Units, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the "Amended & Restated Declaration of Condominium for the Sugar Bush Condominium", to which this Code of By-Laws is attached as an exhibit, the Articles of Incorporation, the rules and regulations of the Association and of the provisions hereof. All of the Owners, future Owners, their guests and invitees, or any other person who might now or hereafter use or occupy a Dwelling Unit or any part of the Common Areas shall be subject to the rules, restrictions, terms, and conditions set forth in the Declaration, the Articles of Incorporation, these By-Laws, the Indiana Condominium Act, and the Indiana Nonprofit Corporation Act of 1991 (the "**Nonprofit Statute**"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided. The Declaration is incorporated herein by reference. All of the covenants, rights, restrictions, and liabilities contained in the Declaration shall apply to and govern the interpretation of the Articles of Incorporation and this Code of By-Laws. The definitions and terms, as defined

and used in the Amended & Restated Declaration, shall have the same meaning in the Articles of Incorporation and these By-Laws, and reference is specifically made to Paragraph 1 of the Amended & Restated Declaration containing definitions for terms, unless otherwise indicated herein. Further, the term "Unit" as used herein shall have the same meaning as the term "Dwelling Unit" as used and defined in the Declaration.

ARTICLE 3

MEETINGS OF ASSOCIATION

Section 3.1. Purpose of Meetings. At least annually, and at such other times as may be necessary or appropriate, a meeting of the Co-Owners shall be held for the purpose of electing the Board of Directors, receiving and approving the annual budget, and for such other purposes as may be required by the Declaration, these By-Laws, the Articles, or the Nonprofit Statute.

Section 3.2. Annual Meeting. The annual meeting for the Co-Owners shall be held in the month of September of each year, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Co-Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 3.3. Special Meetings. A special meeting of the Co-Owners may be called by the President, by resolution of the Board of Directors or upon a written petition of the Owners of not less than ten percent (10%) of the total number of Dwelling 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 a special meeting except as stated in the petition or resolution.

Section 3.4. Notice and Place of Meetings. All meetings of the Members of the Association shall be held at any suitable place in Hendricks County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time, and place of any meeting, and in the case of a special meeting 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 fourteen (14) days prior to the date of such meeting. Any written notice delivered to the Co-Owners as part of a newsletter or other publication regularly sent to the

Co-Owners constitutes a written notice. If at any meeting an amendment to the Declaration, the Articles of Incorporation, or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. All notices shall be delivered to the Co-Owners at their respective addresses as the same shall appear upon the records of the Association. If an annual or special meeting of Co-Owners is adjourned to a different date, time or place, written notice is not required to be given of the new date, time or place so long as the new date, time and place is announced at the meeting pursuant to the Nonprofit Statute before adjournment.

In lieu of written notices from the Association sent pursuant to the above paragraph, an Owner may elect to receive notices from the Association by email. Any Owner choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by email, and shall thereafter be sent notices by the Association pursuant to the above paragraph.

Section 3.5. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast one vote on each matter coming before the meeting. The total number of votes for all Co-Owners will be seventy-nine (79) since there are seventy-nine (79) Dwelling Units. In voting for directors, each Owner (or his or her representative) shall be entitled to cast one vote for each directorship being filled at that meeting, and the candidate(s) receiving the highest number of votes shall fill the available directorship(s); provided that no Owner shall be allowed to accumulate his or her votes. To the extent provided in the Nonprofit Statute, and except as otherwise provided in the Declaration, the Articles of Incorporation or these By-Laws, plurality voting shall be permitted such that at a meeting, if a quorum exists, action on a matter is approved if the votes cast in favor of the action exceed the votes opposing the action.

(b) Multiple Owners. When more than one (1) person or entity constitutes the Owner of a particular Unit, all such persons or entities shall be Members of the Association, but all of such persons or entities shall have only one vote which shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees 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 shall cast the vote to which the corporation is entitled. The secretary of such corporation or a trustee of such 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.

(d) Proxy. An Owner may vote either in person or by his or her 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 in any manner recognized under Indiana law. No such proxy shall remain valid for longer than one hundred eighty (180) days from the date of its delivery, unless a longer term is specified in the proxy.

(e) Quorum. Except where otherwise expressly provided in the Indiana Condominium Act, the Declaration, these By-Laws, or the Articles or the Nonprofit Statute, the presence of the Owners of at least forty (40) Dwelling Units or their duly authorized representatives (proxy holders) shall constitute a quorum at all meetings. Unless otherwise required herein or by the Nonprofit Statute, the Owners at a meeting at which a quorum is initially present may continue to do business until adjournment, notwithstanding the withdrawal of enough Owners to leave less than a quorum. As used elsewhere in these By-Laws, the term "**Majority of Owners**" shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Dwelling Unit Owners, and the term "**Majority of the Vote**" shall

mean a majority of the votes of the Owners present or represented at such meeting at which a quorum is present in person or by proxy.

Section 3.6. Conduct of Annual Meeting. The Chairman of the annual meeting shall be the President of the Association. The President shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(a) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any regular or special meeting of the Members held subsequent thereto, unless such reading is waived by a Majority of the Vote as defined in Section 3.5(e) hereof.

(b) 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 next fiscal year.

(c) Budget. The proposed budget for the upcoming fiscal year shall be presented to the Owners for approval or amendment.

(d) Election of Board of Directors. Nominations for the Board of Directors may be made by an Owner from those persons eligible to serve. Nominations may also be made by a Nominating Committee if the same is appointed by the Board. Such nominations (whether from an Owner or the Nominating Committee) must be in writing and presented to the Secretary of the Association at least fifteen (15) days prior to the annual meeting. Voting for the Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he or she is entitled for as many nominees as are to be elected; however, no Owner shall be entitled to accumulate his or her votes. Those persons receiving the highest number of votes shall be elected.

(e) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least fifteen (15) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a Majority of the Vote as defined in Section 3.5(e) hereof.

(f) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations prescribed in the Declaration or assigned by the Board of Directors shall be presented.

(g) Adjournment. Upon completion of all business before the Association, the President, upon the motion of any Owner, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Owners for the upcoming year.

Section 3.7. Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association. 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 in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

Section 3.8. Written ("Mail-In") Ballots. In lieu of any annual or special meeting of the Co-Owners, written (or "mail-in") ballots may be utilized in the manner prescribed in the Nonprofit Statute.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1. Board of Directors. The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The Board of Directors shall be composed of five (5) persons who each own at least one (1) Unit. The number of Directors comprising the Board may be increased by resolution adopted by not less than a majority of the Board of Directors, but said number shall not exceed seven (7). If the number of Directors is ever greater than five (5), said number may be decreased by resolution adopted by not less than a majority of the Board.

In no event shall the number of Directors be less than three (3) nor more than seven (7) and no reduction in the number of Directors shall have the effect of removing a Director from office prior to the expiration of his or her term. In the event the number of Directors is increased as provided herein, the election of the additional Director or Directors shall be by a vote of the Members according to a procedure established by the Board by resolution.

Section 4.2. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Unit may be represented on the Board of Directors by more than one person at a time.

Section 4.3. Term of Office and Vacancy. Members of the Board of Directors shall be elected at each annual meeting of the Association. Each Director shall serve a term of two (2) years. The terms shall be staggered such that two (2) positions shall be elected at one annual meeting, and three at the following annual meeting. Any vacancy or vacancies occurring in the Board caused by a death, resignation, or otherwise other than a vacancy created by removal or an increase in the number of Directors, shall be filled until the next annual meeting of the Members through a vote of a majority of the remaining Directors. At the first annual meeting of the Members following any such vacancy, a Director shall be elected by the Owners to serve for the balance of the term of the Director in respect to whom there has been a vacancy. Despite the expiration of a Director's term, the Director continues to serve until a successor is appointed or elected and qualified.

Section 4.4. Removal of Directors. A Director or Directors elected by the Owners, or elected by the Directors to fill a vacancy, may be removed by the Owners with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be so removed by the Owners only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

Section 4.5. Duties of the Board of Directors. The Board of Directors shall provide for the administration of maintenance, upkeep and replacement of the Common Areas and Limited Common Areas, and the collection and disbursement of the common expenses. These duties include but are not limited to:

- (a) Maintenance, repair, and replacement of the Common Areas and Limited Common Areas including streets, driveways, sidewalks, stoops and patios.
- (b) Removal of garbage and waste, and snow from the Common Areas.
- (c) Maintenance and repair of the exterior of buildings. Maintenance of exterior doors, garage doors, and windows shall be limited to outside painting and caulking.
- (d) Assessment and collection of each Owner's pro-rata share of the common expenses and each Owner's assessments.
- (e) Preparation of the proposed annual budget, a copy of which shall be mailed or delivered to each Owner at the same time as the mailing of the notice of the annual meeting.
- (f) Preparation of a year-end statement listing all income and expenses for the prior year. This statement shall be delivered to all Owners prior to the annual meeting.
- (g) Maintenance of an up-to-date accounting of all income and expenditures of the Association. All records and vouchers shall be made available for examination by any Owner upon written request to the Board.
- (h) Procuring and maintaining in force all insurance coverage required by the Declaration and the Indiana Condominium Act.
- (i) Performing other duties as may be reasonably inferred from the provisions of the Declaration or the Indiana Condominium Act.

Section 4.6. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed three (3) years, renewable by agreement of the parties for successive one (1) year periods;

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

(c) To procure for the benefit of the Co-Owners fire and extended coverage insurance covering the buildings and improvements on the Sugar Bush Condominium property in the manner described in the Declaration and to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, the Nonprofit Statute, or the Indiana Condominium Act, all as amended, for the benefit of the Owners, and the Association;

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

(e) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Common Areas;

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

(g) To open and maintain a bank account or accounts in the name of the Association and to designate the signatories thereto;

(h) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Condominium property provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

Section 4.7. Limitations on Board Action. The authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Ten Thousand Dollars (\$10,000.00) per contract, unless the prior approval of a Majority of Owners (as defined in Section 3.5(e) hereof) is obtained, except in the following cases such approval shall not be needed:

(a) Supervision and management of the replacement or restoration of any portion of the Common Areas or Limited Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as presented to and approved by the Owners at the annual meeting. However, specific items within the budget need not be approved separately by the Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds are not exceeded and by doing so, the total budget will not be increased; and

(c) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

The said Ten Thousand Dollar (\$10,000.00) maximum shall automatically be adjusted every five (5) years from the date of recording of these By-Laws to reflect changes in the purchasing power of the dollar due to inflation, as determined by the most recently published annual GNP Implicit Price deflator or any comparable index.

Section 4.8. Compensation. No Director or Officer shall receive any compensation for his or her services as such except to such extent as may be expressly authorized by a Majority of Owners as defined in Section 3.5(e) hereof. The Managing Agent, if any, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 4.9. Meetings and Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) 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 as shall be designated in the notice. To the extent provided in the Nonprofit Statute, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

In lieu of written notices from the Association sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by email. Any Director choosing email shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Director shall have the right at any time to withdraw his or her election to receive notice by email, and shall thereafter be sent notices by the Association pursuant to the above paragraph.

Section 4.10. Waiver of Notice. Before or after 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 Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.11. Quorum. At all meetings of the Board, unless the Nonprofit Statute or these By-Laws provide otherwise, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 4.12. Fidelity Insurance. The Board of Directors may require the Managing Agent, if any, the Treasurer and such other officers as the Board deems necessary to provide fidelity insurance, 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 Directors and any such fidelity insurance shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such insurance shall be a Common Expense.

Section 4.13. Informal Action by Directors. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 4.14. Standards of Conduct and Liability of Directors and Officers. The standard and duty of conduct for and the standard or requirements for liability of the Directors and Officers of the Association shall be as set forth in the Nonprofit Statute, as the same may be amended from time to time.

ARTICLE 5 **OFFICERS**

Section 5.1. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person,

Section 5.6. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He or she shall immediately deposit all funds of the Association coming into his or her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association. The Treasurer may permit the Managing Agent, if any, to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 5.7. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the Officers whom they are elected to assist and shall delegate to them such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE 6

ADDITIONAL RIGHTS AND DUTIES OF BOARD

Section 6.1. Right of Entry. An Owner or occupant of a Unit shall be deemed to have granted the right of entry to his Unit to the Board, the Managing Agent, or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his or her Unit, the building located therein, or any other property or person, whether the Owner is present at the time or not. Any Owner shall permit persons authorized by the Board to perform any work, when required, to enter his Unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical facilities or equipment, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right or entry shall be immediate.

Section 6.2. Right of Board to Adopt Rules and Regulations. The Board may promulgate such reasonable rules and regulations regarding the operation of the Condominium as the Board may deem desirable, including but not limited to the use of the Common Areas, Limited Common Areas and Units. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any

amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE 7 **INDEMNIFICATION**

Section 7.1. Indemnification of Directors and Officers. To the extent not inconsistent with the laws of the State of Indiana, every person (and the heirs and personal representatives of such person) who is or was a director or officer of the Association shall be indemnified by the Association to the same and fullest extent that directors of nonprofit corporations are indemnified under the Nonprofit Statute, as it now exists or as hereinafter amended.

ARTICLE 8 **NOTICES AND MORTGAGES**

Section 8.1. Notice to Association. Any Owner who places a first mortgage lien upon his or her Unit or the Mortgagee thereof shall notify the Secretary of the Association 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 Indiana Condominium 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 such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.2. Notice of Unpaid Assessments. Upon ten (10) days written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Unit, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Unit, together with the amount of the current assessments for Common Expenses and the

date(s) such assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to any lien for any unpaid assessments in excess of the amount set forth in such statement.

Section 8.3. Financial Statements. The Association, upon the request of any Mortgagee, shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to Section 8.5 of these By-Laws.

Section 8.4. Notices of Mortgagees. The Association shall promptly provide to any Mortgagee of whom the Association has been provided notice under Section 8.2 of these By-Laws of any of the following:

(a) Any condemnation or casualty loss that affects a material portion of the Common Areas or the building(s) or improvements on any Unit securing its mortgage;

(b) Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Unit on which said holder, insurer, or guarantor holds a mortgage, if said delinquency continues for more than sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Association; and,

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 8.5. Availability of Information. The Association shall keep and shall make available to prospective purchasers of Units, upon request at reasonable business hours and upon payment of a reasonable fee to defray copying expenses, copies of the Declaration, Articles of Incorporation, By-Laws, together with all amendments thereto, current rules and regulations, if any, and the most recent financial statement of the Association.

ARTICLE 9
MISCELLANEOUS

Section 9.1. Fiscal Year. The fiscal year of the Association shall be from September 1st until August 31th.

Section 9.2. Personal Interests. Except as permitted under Section 4.8 hereof, no Member of the Association shall have or receive any earnings from the Association; provided, however, that a Member who is an officer, director, employee, or agent of the Association may be reimbursed for expenses incurred on the Association's behalf.

Section 9.3. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Association and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Association, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the Treasurer, and at least one other officer of the Association.

ARTICLE 10
AMENDMENT TO BY-LAWS

Section 10.1. Amendment. Subject to any contrary, overriding or superceding provisions 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 24 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded with the Hendricks County Recorder, as required by the Declaration and the Condominium Act.

ARTICLE 11
ASSESSMENTS

Section 11.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Regular Assessments; and (2) Special Assessments, such assessments to be established and collected as hereinafter provided. The Regular and Special Assessments, together with interest, late fees, costs, reasonable

attorney's fees, and any other obligation which may be charged to an Owner pursuant to these By-Laws or the Declaration, shall be a charge on the Unit, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 11.2. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing fiscal year, estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting together with the notice of said meeting. "Common Expenses" means the actual and estimated cost to the Association for maintenance, management, operation, insurance, repair, improvement and replacement of Common Areas and Limited Common Areas, and any other cost or expense incurred by the Association for the benefit of the same or the Owners. The annual budget shall be submitted to the Co-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 ensuing fiscal year. At the annual meeting of the Co-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 Vote as defined in Section 3.5(e) hereof; provided, however, that in no event shall the annual meeting of the Co-Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended. The failure or delay of the Board of Directors to prepare a budget and furnish a copy thereof to the Co-Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Common Expenses as herein provided, whenever determined, and in the absence of an annual budget, the Owner shall continue to pay the then existing monthly assessment until such new annual budget and monthly assessment is established.

Section 11.3. Regular Assessments. Promptly following the adoption of the annual budget, the Board of Directors shall give written notice of the assessment against each respective Unit based on its Percentage Interest (herein called the "Regular Assessment"). The approved Regular Assessment shall be applied on January 1st of the next year. This Regular Assessment may not be cumulatively increased more than 12% each succeeding year. The Regular Assessment against each Unit shall be assessed on a fiscal year basis commencing on January 1st and

shall be due and payable in equal monthly installments, in advance, on the first day of each month. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, or otherwise, as directed by the Board of Directors. The Annual Assessment may be paid in monthly, quarterly, semi-annually, or yearly payments. The Regular Assessment shall automatically become a lien on that Unit on the date it is due and payable.

In addition to meeting the estimated cash requirements for the Common Expenses, the annual budget and the Regular Assessment shall be established to include the establishment and maintenance of an adequate replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and Limited Common Areas, which replacement reserve fund shall be used only for those purposes and not for usual and ordinary repair expenses of the Condominium. Such reserve fund shall be:

- (a) maintained in a separate, federally insured, interest bearing account with a bank or savings association authorized to conduct business in Hendricks County; or
- (b) invested in the same manner, and in the same types of investments, in which the funds of a political subdivision may be invested under Indiana Code 5-13-9, as amended, or as otherwise provided by law.

Section 11.4. Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature or otherwise not anticipated may arise. At such time and with the approval of sixty percent (60%) of the total Percentage Vote at a special meeting called for such purpose, the Board of Directors shall have the full right, power and authority to make and levy special assessments which, upon resolution of the Board of Directors, shall become a lien on each Unit, prorated in accordance with the Percentage Interest of each Unit, payable in a lump sum or installments as directed by the Board of Directors (herein called "Special Assessment").

Section 11.5. Rate of Assessments. Each Owner shall pay the Regular Assessments and Special Assessments according to the percentage interest of such Owner's Dwelling Unit as set forth in the Declaration. Since all Owners have the same percentage interest, such assessments shall be paid equally by the Owners.

Section 11.6. Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and Limited Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or Limited Areas, or by abandonment of the Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular and Special Assessments and all other charges. 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 or Special Assessments when due, the lien for such assessment on the Owner's Unit may be foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (a) impose a uniform monthly late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment;
- (b) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (c) suspend such Owner's right to vote as provided in the Nonprofit Statute, as amended.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessments without foreclosing or waiving the lien securing the same. In connection with any effort to collect or in any action to recover a Regular or Special Assessment, regardless of whether litigation is initiated, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the Unit, not only the delinquent Regular or Special Assessments, but also all late charges imposed, all court costs, all costs of collection, charges, fees and expenses

incurred by the Association with respect to such collection effort or action, including but not limited to charges, costs, fees or other expenses incurred by the Association to the Managing Agent for administering, monitoring or processing delinquent Owners' accounts, and reasonable attorney's fees.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11.7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the property subject to assessment. Notwithstanding anything contained in this section or elsewhere in the Declaration or these By-Laws, any sale or transfer of a Unit to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Unit from which it arose).

Section 11.8. Maintenance and Repairs. Consistent with the Declaration, these By-Laws, the "Quick Summary of Association and Unit Owner Responsibilities for Maintenance and Repairs" and rules and regulations or policies adopted by the Board, every Owner shall promptly perform all maintenance, repair and replacement within his or her own Unit and garage area, which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements 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. In addition to the "Quick Summary", maintenance, repairs and replacements to the Common Areas or the 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 Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or any Common Areas or Limited Areas, then the use thereof by the Owner of such Unit shall be subject to the rules and regulations adopted from time to time by the Board. The authorized representatives of the Association or Board of Directors or the Managing Agent for the Association, shall be entitled to reasonable access to any Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Areas or any parts thereof, or any equipment, facilities or fixtures affecting or serving other Units or any Common Areas or Limited Areas.

ARTICLE 12 **RESTRICTIONS**

Section 12.1. Restrictions on Use. The following restrictions on the use and enjoyment of the Units, Common Areas, Limited Areas and the Property shall be applicable to the Sugar Bush Co-Owners and are in addition to those set forth in the Declaration. These are as follows:

- (a) All Units shall be used exclusively for residential purposes and the occupancy of the Owner and/or the Owner's Immediate Family. "Immediate Family" is defined as the Owner's parents, spouse, siblings, children and grandchildren.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans.

- (c) Nothing shall be done or kept in any Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No nuisance shall be permitted, including without limitation any activities which are unsafe or hazardous with respect to any person or property, and no waste shall be committed in the Units, Common Areas or Limited Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed permanently on the outside of the windows or placed on the outside walls or roof of the Building, and no sign, awning, canopy, or other attachment or thing shall be permanently attached to or placed upon the exterior walls or roof or any other parts of any Building without the prior written consent of the Board. Any resulting damage to the Unit or the Common Areas is the responsibility of the Owner and must be repaired at the Owner's expense. The placement, installation, use and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Board of Directors.
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any part of the Property, except that dogs, cats or customary household pets in reasonable numbers may be kept in a Unit subject to rules and regulations adopted by the Board of Directors; provided that such pet is not kept, bred or, maintained for any commercial purpose, and does not create a nuisance. All pets (including cats) shall be taken outdoors only under leash or other restraint and while attended by its owner, and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Areas, caused by his or her pet. The Owner shall be responsible for the cleaning of any Common Area or Limited Areas made dirty by his or her pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. The tethering of pets in any

area outside the Owner's home does not constitute "attended." The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon two written notices from the Board to the respective Owner. The appropriate governmental authorities shall have an easement across the Property to enforce local animal control laws and ordinances.

- (g) Nothing shall be done or permitted in any Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Property or to be a nuisance, annoyance, inconvenience or damage to other residents of the Building or neighborhood, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or by loud persons, and objectionable odors.
- (h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas or Limited Areas. The Common Areas and Limited Areas shall be kept free and clear of rubbish, debris and other unsightly materials.
- (i) No industry, business, manufacturing, mercantile, storing, trade, or any commercial activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Condominium property; provided, however, that an Owner may maintain an office or home business in the Unit if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's Unit; (3) there are no employees or independent contractors within the Unit other than the Owner or other resident; (4) such Owner has obtained approvals for such use as

may be required by the appropriate local and state governmental agencies; (5) the Owner complies with all provisions of the Hendricks County Ordinances, including the "home occupations ordinance"; and (6) all other provisions of these By-Laws, the Declaration and the rules and regulations are complied with. The Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. No Unit shall be used or rented for transient, motel or hotel purposes.

- (j) No "For Sale" signs or other window or advertising display shall be maintained or permitted on any part of the Property or any Unit without the prior written consent of the Board.
- (k) All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Units, Common Areas and Limited Areas.
- (l) Only operating cars, pickup trucks or vans which are capable of fitting into a garage are permitted. No other vehicle of any description shall be stored or parked anywhere on the premises except in the garages of the dwelling units. Vehicles parked in driveways must be in good mechanical repair so as not to damage or soil the paved surfaces and must be generally acceptable in appearance. No overnight street parking shall be permitted. Parking of a visitor vehicle in driveways that will not cause damage to any Common or Limited Area nor create a nuisance to any other co-owners shall be permitted.
- (m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with the express written permission from the Board.
- (n) All trash or refuse shall be stored in appropriate containers inside the Unit (including the garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Directors.

ARTICLE 13
LEASING OF UNITS

Section 13.1. Future Leasing of Dwelling Units Prohibited. In order to ensure that the residents within Sugar Bush share the same proprietary interest in and respect of the Dwelling Units and the Common Areas, no Dwelling Units may be leased or rented to non-owner occupants at any given time.

Section 13.2. Violations. Any lease or attempted lease of a Dwelling Unit in violation of the provisions of this Article XIII shall be voidable at the election of the Association's Board of Directors or any other Sugar Bush Owner, except that neither party to such lease may assert this provision of this Article XIII to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Sugar Bush Owner, shall have the right to exercise any and all available remedies at law or equity. The Association shall be entitled to recover all of its attorneys fees and court costs incurred in such enforcement action.

ARTICLE 14
FIREPLACE INSTALLATION

Section 14.1. Fireplace Installation. Any fireplace installation must be approved in advance and in writing by the Board of Directors and requires the installers to furnish copies of their license, bonding, and insurance coverage to the Board of Directors before installation.

ARTICLE 15
PATIO ENCLOSURES

Section 15.1. Permissible Enclosures. An Owner may construct, in strict accord with the requirements hereinafter set forth, a patio enclosure in a manner that will add to the aesthetics and value of the Sugar Bush Condominiums.

Section 15.2. Prior Approval Required. In the event an individual Co-Owner shall desire to construct an enclosed patio to be added to his/her individual Unit, the Co-Owner shall make application to the Board of Directors. All construction shall strictly conform to design drawings and specifications previously approved by the Board of Directors (see 15.7, below). Construction shall be started and

completed by a builder approved by the Board of Directors. No construction shall be commenced or proceed without the express approval and express written consent of a majority of the Board of Directors. Design and materials at all times shall be of a type matching, as closely as currently possible, the existing structure and the addition must be built according to the pre-approved plans and specifications developed by the architect previously selected by the Board of Directors and in compliance with all current governmental codes. Only patio enclosures are authorized by this Article 15.

Section 15.3. Board Discretion. The Board of Directors shall have complete discretion to approve or disapprove the plans, specifications and construction for compliance with the restrictions and requirements set forth herein and for assurance that the applicable Co-Owner(s) have the necessary and proper financial ability to start and complete construction.

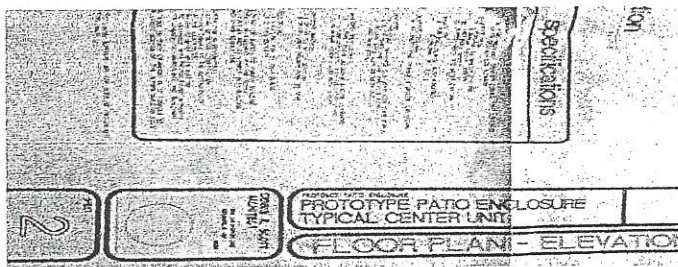
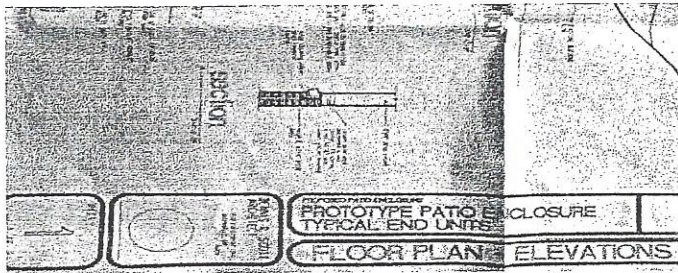
Section 15.4. Ownership and Additional Expenses. The added structure, when built, shall become a part of the existing Sugar Bush Condominium. The ownership of the structure shall be as follows: the slab upon which the structure is constructed is and shall remain Limited Common Area, and the added structure in its entirety becomes the property of the Owner of the Dwelling Unit to which it is attached. Responsibilities for maintenance, taxes, insurance, upkeep and supervision shall be the same as those outlined for each Unit in various paragraphs of the Declaration and these By-Laws and the added structure shall be integrated into the Sugar Bush Condominium accordingly except that the Owner of the Dwelling Unit agrees to bear the expense of a special assessment on each and every occasion when, in the future, the Association incurs an expense for maintenance, taxes, insurance and upkeep which includes the added structure increasing taxes, maintenance, insurance and/or upkeep. The Owner shall be assessed the additional proportional cost arising as a result of the added structure increasing taxes, maintenance, insurance and/or upkeep.

Section 15.5. Amended Plat. An amended plat, only if necessary, and showing the added structure, shall be recorded in the office of the Recorder of Hendricks County, showing proper cross-referencing and showing, by signatures of the President and Secretary of the Association, that the plat has been considered and approved.

Section 15.6. No Change of Percentage Interests. Additions of structures herein shall in no way modify or change the relative percentage ownership,

percentage interest or percentage vote as set forth in the recorded Declaration and recorded Supplemental Declarations.

Section 15.7 Design Drawings and Specifications.



Note: Full size versions are available for viewing with the Board of Directors.

“I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.”

P. Thomas Murray, Jr., Esq.

This instrument prepared by P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th St., Suite B, Indianapolis, IN 46216. Telephone (317) 536-2565.