

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Earl Sutherland
RECORDER MONROE CO., IND.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23rd day of October, A.D., 1974, by CASLON DEVELOPMENT COMPANY, an Indiana partnership, composed of LAKE MONROE CORPORATION; INDUN REALTY, INC., and REYNWOOD DEVELOPMENT CORPORATION, hereinafter sometimes called "the Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities and a central road system for the Property; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions, establishing a procedure for assessing its members, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) The Pointe Service Association, Inc., as a non-profit corporation without capital stock under the General Laws of the State of Indiana for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to The Pointe Service Association, Inc., and its successors or assigns.

(b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Unit" shall mean and refer to an "apartment" or "condominium unit" within a Regime within the Property.

(d) "Lot" shall mean and refer to a parcel of subdivided land within the Project conveyed in fee simple, or a Unit.

(e) "Dwelling" shall mean and refer to a single family residence within the project, whether erected on a Lot conveyed in fee simple, or a Unit.

(f) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and all facilities and real property leased by the Association or wherein the Association has acquired rights by means of contract or this Declaration.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit or Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(h) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(i) "Developer" shall mean and refer to the Declarant, Caslon Development Company, and its successors.

(j) "Exterior" shall mean and refer to all exterior surfaces of dwelling units, excepting the glass portions of windows and doors.

(k) "Regime" or "Regimes" shall mean and refer to one or several of the horizontal property or condominium regimes located within the boundaries of the property subject to this Declaration or property subsequently annexed as provided herein.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Monroe, State of Indiana, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, these covenants and restrictions may be imposed on additional property by the Declarant without the assent of the Class A members of the Association. Thereafter, these covenants and restrictions may be imposed on additional property only with the consent of two-thirds (2/3) of the Class A members of the Association, and the declarant for purposes of filing the required Supplementary Declaration shall be the Association. Any additional property so subject to these covenants and restrictions, however, must be adjacent to or in the immediate vicinity of the above-described property.

The imposition of these covenants and restrictions to additional property made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Monroe County, Indiana, which Supplementary Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such property. Such Supplementary Declaration may contain such complimentary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such property.

Section 3. Title to Common Areas. The Declarant will convey, and reserves the right to convey, at such time as it in its sole discretion deems appropriate, the title to the roads, common green areas and other areas which are for the use and benefit of all Owners of Units and lots within Declarant's planned unit development known as "The Pointe", such conveyances to be subject to any mortgages for improvements to such common areas, parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and public utilities, and to perpetual nonexclusive easements for ingress to and egress from any other property owned by Declarant, its invitees, licensees, successors and assigns. In addition, Developer reserves the right, but is not obligated, to convey, such recreational facilities and other amenities as it deems desirable and the Association agrees to accept a conveyance of the same. Any conveyances hereinabove described may be conveyances of fee simple title, or any lesser interest therein as Declarant deems, in its sole discretion, appropriate.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Unit or Lot which is or becomes subject by covenants of record to assessment by the Association shall automatically be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Unit or Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Unit then the vote for the membership appurtenant to such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit or Lot.

(b) There shall be 1500 Class B memberships in the Association which shall be issued to the Declarant or its nominee or nominees as provided for in the Declaration. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 1500; or
- (ii) on January 1, 1990; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right of enjoyment in and to the Common Areas and Community Facilities and such right shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. In the event of a default

and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees to the members of the Association and their guests for the use of any recreational facility situated upon the Common Areas or leased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to perform delegated responsibilities of the Regimes; and

(f) The right of the Association to suspend the voting rights and the rights of use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration; and

(h) The rights of the Fee owners of Units or Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Units that may overhang said Common Areas or Community Facilities, and for necessary pedestrian ingress and egress to and from any such Unit or Lot over said Common Area and Community Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything, herein contained to the contrary, the rights and easements created in paragraph (h) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner of a Unit or a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed

to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit or Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Unit or Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and Community Facilities and for the performance of delegated duties of the Regimes from time to time accepted by the Association, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof.

Section 3. Annual Assessments. The total estimated annual assessment of the Association shall be determined annually by the Board of Directors based upon the projected budget of the Association for the ensuing year. After determination of the total Association assessment, the portion thereof payable by each Class A Member shall be determined by (i) the proportion which the square footage of the Class A Member's Unit, as used to determine his percentage interest in Common Areas within his condominium regime, or the square footage of a Dwelling Unit constructed on a Lot, bears to the total square footage of all Units, and Dwelling Units constructed on Lots owned by Class A Members on the date the assessment is determined, or (ii) such other fair and equitable method of allocation as may be determined from time to time by the Board of Directors. Any person, firm or entity becoming a Class A Member of the Association after the determination by the Board of Directors of the Unit assessments for the year in which he becomes a Member shall pay an assessment with respect to his Unit or Lot equal to the assessment paid by other Class A Members owning Units or Lots with the same square footage, or, if no other Class A Members owns a Unit or Lot of equal square footage, the assessment for the Unit or Lot shall be equal to the assessment paid by other Class A Members owning Units or Lots the square footage of which is nearest to the square footage of the new

Member's Unit or Lot. Provided, however, that the maximum assessment for each Unit or Lot shall not exceed Thirty Dollars (\$30.00) per month, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Annual Assessment.

(a) From and after July 1, 1976, in any event, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, not more than fifteen percent (15%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided in Section 3 of the Article.

(b) From and after July 1, 1976, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as herein-after provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be apportioned to each Unit or Lot in the manner provided under Section 3.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the date of recordation of this Declaration. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Unit for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall not be required to pay an annual assessment for any Unit in which it has the interest otherwise required for Class A membership; provided, however, that for so long as Declarant holds Class B memberships, Declarant shall pay any operating deficits suffered by the Association in excess of the budget for that year. The foregoing shall not apply to any Unit which is completed and held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the the delinquency date, the assessment shall bear interest at the rate of six percentum (6%) per annum, and the Association may bring an action at law against the Owner personally obligated

to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the State of Indiana), in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit.

Section 2. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. In addition, said lien shall be subordinate to the lien securing the applicable Regime for unpaid common expense assessments. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

Section 1. Services for Regimes. In addition to maintenance upon the Common Areas and Community Facilities and the central road system, as aforesaid, the association may provide such services as are from time to time agreed upon with a Regime or Regimes, including but not limited to exterior maintenance, grounds maintenance, management and accounting services.

Section 2. Access at Reasonable Times. For the purpose solely of performing the required maintenance authorized by this Article, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure shall be erected, placed, altered, or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans specifications, exterior color and finish, plot plans (showing the pro-

posed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon The Property without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house

trailer, boat or the like, shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of four (4) inches in diameter two (2) feet above the ground shall be removed from any portion of the property without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other out-building shall be used on any portion of the property at any time.

(i) Except for entrance signs, directional signs, community "theme areas" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Unit situate upon The Property, provided, however, if specifically permitted by a written regulation adopted by the Board of Directors.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Unit or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE IX

Section 1. Residential Use. All Units shall be used for private residential purposes exclusively.

ARTICLE X

Section 1. Easements. All portions of the Property shall be subject to easements for the construction, installation, operation and maintenance of flues, ducts, pipes, wires, conduits or the like such as are from time to time necessary, required or convenient for providing services to the Units.

Section 2. Grant of Easements. The Association by action of its Board of Directors is hereby specifically authorized and empowered to grant in, on, upon and across any portion of the Property such rights of way or easements as may reasonably from time to time be required to serve any Regime or the Units therein, and shall, upon request in writing of Declarant grant such rights of way or easements provided such grant does not permanently and significantly restrict or deny the rights of any Unit Owner.

ARTICLE XI

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, and except as provided in Section 7 of this Article XI, the covenants and res-

trictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Units has been recorded, agreeing to change or revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created. Any objections based upon failure to receive notice of the proposed agreement must be raised during the three year period following recordation.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Unit any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Provided, however, that the failure of any deed to so incorporate by reference shall not effect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority or utility.


Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Amendment. So long as there are any Class B members of the Association, but not after January 1, 1981, this Declaration may be amended without the consent of the Class A members by filing for record among the land records of Monroe County, Indiana, of an Amendment to Declaration signed by the Declarant and setting forth the amendment to this Declaration. Thereafter, this Declaration may be amended upon the approval of the Owners of sixty-six and two thirds percent (66 2/3%) of the Units.

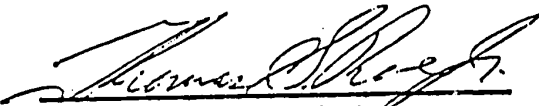
IN WITNESS WHEREOF, the said CASLON DEVELOPMENT COMPANY, an Indiana partnership, has on the 23rd day of October, 1974, caused these presents to be executed by the undersigned, as the act and deed of CASLON DEVELOPMENT COMPANY.

CASLON DEVELOPMENT COMPANY

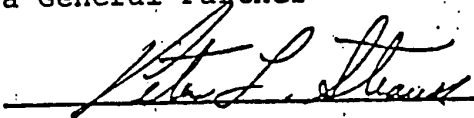
By: LAKE MONROE CORPORATION, a
General Partner

By: 
LeBrun N. Smith, President

By: INDUN REALTY, INC., a General
Partner

By: 
THOMAS S. ROE, JR., SR. VICE PRESIDENT

By: REYNWOOD DEVELOPMENT CORPORATION,
a General Partner

By: 
PETER L. STRAUSS

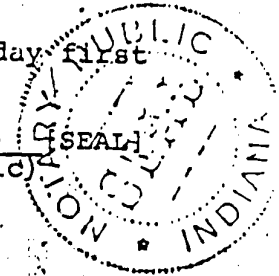


STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I HEREBY CERTIFY that on the 17th day of OCTOBER, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared LeBrun N. Smith, who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of LAKE MONROE CORPORATION.

WITNESS my hand and Notarial Seal the year and day first above written.

Myra Rose Lee
(Notary Public)
MYRA ROSE LEE



My Commission Expires:

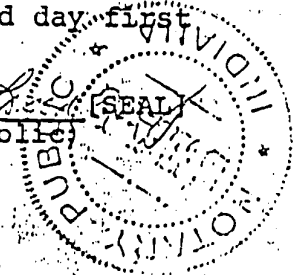
July 3, 1978

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I HEREBY CERTIFY that on the 21st day of October, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Roe, Jr., who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of INDUN REALTY, INC.

WITNESS my hand and Notarial Seal the year and day first above written.

Barbara J. Lindsey
(Notary Public)
BARBARA J. LINDSEY



My Commission Expires:

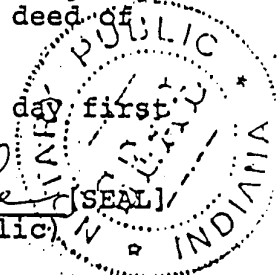
July 1, 1975

INDIAN)
STATE OF CONNECTICUT)
) SS:
COUNTY OF MONROE)

I HEREBY CERTIFY that on the 17th day of OCTOBER, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared PETER L. STRAUSS who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of REYNWOOD DEVELOPMENT CORPORATION.

WITNESS my hand and Notarial Seal the year and day first above written.

Myra Rose Lee
(Notary Public)
MYRA ROSE LEE



My Commission Expires:

July 3, 1978

This instrument was prepared by Glen B. Hardyman and Randolph L. Foxworthy, attorneys.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Earl Sutherland
RECORDER MONROE CO., IND.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23rd day of October, A.D., 1974, by CASLON DEVELOPMENT COMPANY, an Indiana partnership, composed of LAKE MONROE CORPORATION; INDUN REALTY, INC., and REYNWOOD DEVELOPMENT CORPORATION, hereinafter sometimes called "the Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities and a central road system for the Property; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions, establishing a procedure for assessing its members, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) The Pointe Service Association, Inc., as a non-profit corporation without capital stock under the General Laws of the State of Indiana for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to The Pointe Service Association, Inc., and its successors or assigns.

(b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Unit" shall mean and refer to an "apartment" or "condominium unit" within a Regime within the Property.

(d) "Lot" shall mean and refer to a parcel of subdivided land within the Project conveyed in fee simple, or a Unit.

(e) " Dwelling" shall mean and refer to a single family residence within the project, whether erected on a Lot conveyed in fee simple, or a Unit.

(f) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and all facilities and real property leased by the Association or wherein the Association has acquired rights by means of contract or this Declaration.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit or Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(h) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(i) "Developer" shall mean and refer to the Declarant, Caslon Development Company, and its successors.

(j) "Exterior" shall mean and refer to all exterior surfaces of dwelling units, excepting the glass portions of windows and doors.

(k) "Regime" or "Regimes" shall mean and refer to one or several of the horizontal property or condominium regimes located within the boundaries of the property subject to this Declaration or property subsequently annexed as provided herein.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Monroe, State of Indiana, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, these covenants and restrictions may be imposed on additional property by the Declarant without the assent of the Class A members of the Association. Thereafter, these covenants and restrictions may be imposed on additional property only with the consent of two-thirds (2/3) of the Class A members of the Association, and the declarant for purposes of filing the required Supplementary Declaration shall be the Association. Any additional property so subject to these covenants and restrictions, however, must be adjacent to or in the immediate vicinity of the above-described property.

The imposition of these covenants and restrictions to additional property made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Monroe County, Indiana, which Supplementary Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such property. Such Supplementary Declaration may contain such complimentary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such property.

Section 3. Title to Common Areas. The Declarant will convey, and reserves the right to convey, at such time as it in its sole discretion deems appropriate, the title to the roads, common green areas and other areas which are for the use and benefit of all Owners of Units and lots within Declarant's planned unit development known as "The Pointe", such conveyances to be subject to any mortgages for improvements to such common areas, parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and public utilities, and to perpetual nonexclusive easements for ingress to and egress from any other property owned by Declarant, its invitees, licensees, successors and assigns. In addition, Developer reserves the right, but is not obligated, to convey, such recreational facilities and other amenities as it deems desirable and the Association agrees to accept a conveyance of the same. Any conveyances hereinabove described may be conveyances of fee simple title, or any lesser interest therein as Declarant deems, in its sole discretion, appropriate.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Unit or Lot which is or becomes subject by covenants of record to assessment by the Association shall automatically be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Unit or Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Unit then the vote for the membership appurtenant to such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit or Lot.

(b) There shall be 1500 Class B memberships in the Association which shall be issued to the Declarant or its nominee or nominees as provided for in the Declaration. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 1500; or
- (ii) on January 1, 1990; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right of enjoyment in and to the Common Areas and Community Facilities and such right shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. In the event of a default

and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees to the members of the Association and their guests for the use of any recreational facility situated upon the Common Areas or leased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to perform delegated responsibilities of the Regimes; and

(f) The right of the Association to suspend the voting rights and the rights of use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration; and

(h) The rights of the Fee owners of Units or Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Units that may overhang said Common Areas or Community Facilities, and for necessary pedestrian ingress and egress to and from any such Unit or Lot over said Common Area and Community Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything, herein contained to the contrary, the rights and easements created in paragraph (h) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner of a Unit or a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed

to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit or Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Unit or Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and Community Facilities and for the performance of delegated duties of the Regimes from time to time accepted by the Association, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof.

Section 3. Annual Assessments. The total estimated annual assessment of the Association shall be determined annually by the Board of Directors based upon the projected budget of the Association for the ensuing year. After determination of the total Association assessment, the portion thereof payable by each Class A Member shall be determined by (i) the proportion which the square footage of the Class A Member's Unit, as used to determine his percentage interest in Common Areas within his condominium regime, or the square footage of a Dwelling Unit constructed on a Lot, bears to the total square footage of all Units, and Dwelling Units constructed on Lots owned by Class A Members on the date the assessment is determined, or (ii) such other fair and equitable method of allocation as may be determined from time to time by the Board of Directors. Any person, firm or entity becoming a Class A Member of the Association after the determination by the Board of Directors of the Unit assessments for the year in which he becomes a Member shall pay an assessment with respect to his Unit or Lot equal to the assessment paid by other Class A Members owning Units or Lots with the same square footage, or, if no other Class A Members owns a Unit or Lot of equal square footage, the assessment for the Unit or Lot shall be equal to the assessment paid by other Class A Members owning Units or Lots the square footage of which is nearest to the square footage of the new

Member's Unit or Lot. Provided, however, that the maximum assessment for each Unit or Lot shall not exceed Thirty Dollars (\$30.00) per month, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Annual Assessment.

(a) From and after July 1, 1976, in any event, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, not more than fifteen percent (15%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided in Section 3 of the Article.

(b) From and after July 1, 1976, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as herein-after provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be apportioned to each Unit or Lot in the manner provided under Section 3.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the date of recordation of this Declaration. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Unit for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall not be required to pay an annual assessment for any Unit in which it has the interest otherwise required for Class A membership; provided, however, that for so long as Declarant holds Class B memberships, Declarant shall pay any operating deficits suffered by the Association in excess of the budget for that year. The foregoing shall not apply to any Unit which is completed and held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the the delinquency date, the assessment shall bear interest at the rate of six percentum (6%) per annum, and the Association may bring an action at law against the Owner personally obligated

to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the State of Indiana), in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit.

Section 2. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. In addition, said lien shall be subordinate to the lien securing the applicable Regime for unpaid common expense assessments. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

Section 1. Services for Regimes. In addition to maintenance upon the Common Areas and Community Facilities and the central road system, as aforesaid, the association may provide such services as are from time to time agreed upon with a Regime or Regimes, including but not limited to exterior maintenance, grounds maintenance, management and accounting services.

Section 2. Access at Reasonable Times. For the purpose solely of performing the required maintenance authorized by this Article, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure shall be erected, placed, altered, or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans specifications, exterior color and finish, plot plans (showing the pro-

posed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon The Property without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house

trailer, boat or the like, shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of four (4) inches in diameter two (2) feet above the ground shall be removed from any portion of the property without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other out-building shall be used on any portion of the property at any time.

(i) Except for entrance signs, directional signs, community "theme areas" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Unit situate upon The Property, provided, however, if specifically permitted by a written regulation adopted by the Board of Directors.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Unit or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE IX

Section 1. Residential Use. All Units shall be used for private residential purposes exclusively.

ARTICLE X

Section 1. Easements. All portions of the Property shall be subject to easements for the construction, installation, operation and maintenance of flues, ducts, pipes, wires, conduits or the like such as are from time to time necessary, required or convenient for providing services to the Units.

Section 2. Grant of Easements. The Association by action of its Board of Directors is hereby specifically authorized and empowered to grant in, on, upon and across any portion of the Property such rights of way or easements as may reasonably from time to time be required to serve any Regime or the Units therein, and shall, upon request in writing of Declarant grant such rights of way or easements provided such grant does not permanently and significantly restrict or deny the rights of any Unit Owner.

ARTICLE XI

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, and except as provided in Section 7 of this Article XI, the covenants and res-

trictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Units has been recorded, agreeing to change or revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created. Any objections based upon failure to receive notice of the proposed agreement must be raised during the three year period following recordation.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Unit any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Provided, however, that the failure of any deed to so incorporate by reference shall not effect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority or utility.


Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Amendment. So long as there are any Class B members of the Association, but not after January 1, 1981, this Declaration may be amended without the consent of the Class A members by filing for record among the land records of Monroe County, Indiana, of an Amendment to Declaration signed by the Declarant and setting forth the amendment to this Declaration. Thereafter, this Declaration may be amended upon the approval of the Owners of sixty-six and two thirds percent (66 2/3%) of the Units.

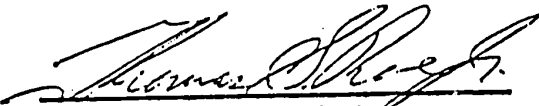
IN WITNESS WHEREOF, the said CASLON DEVELOPMENT COMPANY, an Indiana partnership, has on the 23rd day of October, 1974, caused these presents to be executed by the undersigned, as the act and deed of CASLON DEVELOPMENT COMPANY.

CASLON DEVELOPMENT COMPANY

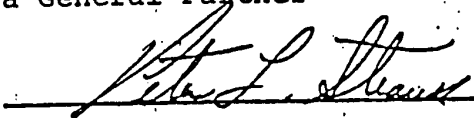
By: LAKE MONROE CORPORATION, a
General Partner

By: 
LeBrun N. Smith, President

By: INDUN REALTY, INC., a General
Partner

By: 
THOMAS S. ROE, JR., SR. VICE PRESIDENT

By: REYNWOOD DEVELOPMENT CORPORATION,
a General Partner

By: 
PETER L. STRAUSS

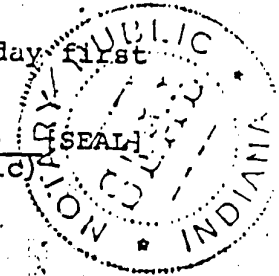


STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I HEREBY CERTIFY that on the 17th day of OCTOBER, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared LeBrun N. Smith, who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of LAKE MONROE CORPORATION.

WITNESS my hand and Notarial Seal the year and day first above written.

Myra Rose Lee
(Notary Public)
MYRA ROSE LEE



My Commission Expires:

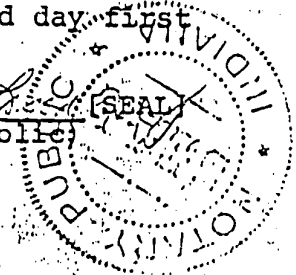
July 3, 1978

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I HEREBY CERTIFY that on the 21st day of October, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Roe, Jr., who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of INDUN REALTY, INC.

WITNESS my hand and Notarial Seal the year and day first above written.

Barbara J. Lindsey
(Notary Public)
BARBARA J. LINDSEY



My Commission Expires:

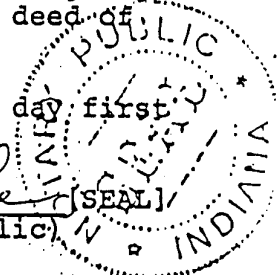
July 1, 1975

INDIANA)
STATE OF CONNECTICUT)
) SS:
COUNTY OF MONROE)

I HEREBY CERTIFY that on the 17th day of OCTOBER, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared PETER L. STRAUSS who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of REYNWOOD DEVELOPMENT CORPORATION.

WITNESS my hand and Notarial Seal the year and day first above written.

Myra Rose Lee
(Notary Public)
MYRA ROSE LEE



My Commission Expires:

July 3, 1978

This instrument was prepared by Glen B. Hardyman and Randolph L. Foxworthy, attorneys.

Book 088 page 75

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Earl Luthers
RECORDER MONROE CO., IND.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23rd day of October, A.D., 1974, by CASLON DEVELOPMENT COMPANY, an Indiana partnership, composed of LAKE MONROE CORPORATION; INDUN REALTY, INC., and REYNWOOD DEVELOPMENT CORPORATION, hereinafter sometimes called "the Declarant",

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create thereon a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and community facilities and a central road system for the Property; and to this end, desires to subject the real property described in Article II hereof to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions, establishing a procedure for assessing its members, and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) The Pointe Service Association, Inc., as a non-profit corporation without capital stock under the General Laws of the State of Indiana for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to The Pointe Service Association, Inc., and its successors or assigns.

(b) "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.

(c) "Unit" shall mean and refer to an "apartment" or "condominium unit" within a Regime within the Property.

(d) "Lot" shall mean and refer to a parcel of subdivided land within the Project conveyed in fee simple, or a Unit.

(e) " Dwelling" shall mean and refer to a single family residence within the project, whether erected on a Lot conveyed in fee simple, or a Unit.

(f) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and all facilities and real property leased by the Association or wherein the Association has acquired rights by means of contract or this Declaration. ✓

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit or Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(h) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(i) "Developer" shall mean and refer to the Declarant, Caslon Development Company, and its successors.

(j) "Exterior" shall mean and refer to all exterior surfaces of dwelling units, excepting the glass portions of windows and doors.

(k) "Regime" or "Regimes" shall mean and refer to one or several of the horizontal property or condominium regimes located within the boundaries of the property subject to this Declaration or property subsequently annexed as provided herein.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Monroe, State of Indiana, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, these covenants and restrictions may be imposed on additional property by the Declarant without the assent of the Class A members of the Association. Thereafter, these covenants and restrictions may be imposed on additional property only with the consent of two-thirds (2/3) of the Class A members of the Association, and the declarant for purposes of filing the required Supplementary Declaration shall be the Association. Any additional property so subject to these covenants and restrictions, however, must be adjacent to or in the immediate vicinity of the above-described property.

The imposition of these covenants and restrictions to additional property made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration of Covenants, Conditions and Restrictions among the Land Records for Monroe County, Indiana, which Supplementary Declaration shall extend the scheme of the within Covenants, Conditions and Restrictions to such property. Such Supplementary Declaration may contain such complimentary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such property.

Section 3. Title to Common Areas. The Declarant will convey, and reserves the right to convey, at such time as it in its sole discretion deems appropriate, the title to the roads, common green areas and other areas which are for the use and benefit of all Owners of Units and lots within Declarant's planned unit development known as "The Pointe", such conveyances to be subject to any mortgages for improvements to such common areas, parcel or parcels, to taxes for the year of conveyance, to restrictions, conditions, limitations, easements of record and public utilities, and to perpetual nonexclusive easements for ingress to and egress from any other property owned by Declarant, its invitees, licensees, successors and assigns. In addition, Developer reserves the right, but is not obligated, to convey, such recreational facilities and other amenities as it deems desirable and the Association agrees to accept a conveyance of the same. Any conveyances hereinabove described may be conveyances of fee simple title, or any lesser interest therein as Declarant deems, in its sole discretion, appropriate.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Unit or Lot which is or becomes subject by covenants of record to assessment by the Association shall automatically be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Unit or Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Unit then the vote for the membership appurtenant to such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit or Lot.

(b) There shall be 1500 Class B memberships in the Association which shall be issued to the Declarant or its nominee or nominees as provided for in the Declaration. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 1500; or
- (ii) on January 1, 1990; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right of enjoyment in and to the Common Areas and Community Facilities and such right shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. In the event of a default

and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees to the members of the Association and their guests for the use of any recreational facility situated upon the Common Areas or leased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to perform delegated responsibilities of the Regimes; and

(f) The right of the Association to suspend the voting rights and the rights of use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration; and

(h) The rights of the Fee owners of Units or Lots to a perpetual easement over any Common Area or Community Facility for such portions of their Units that may overhang said Common Areas or Community Facilities, and for necessary pedestrian ingress and egress to and from any such Unit or Lot over said Common Area and Community Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything, herein contained to the contrary, the rights and easements created in paragraph (h) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner of a Unit or a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed

to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Unit or Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Unit or Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and Community Facilities, and for the performance of delegated duties of the Regimes from time to time accepted by the Association, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof.

Section 3. Annual Assessments. The total estimated annual assessment of the Association shall be determined annually by the Board of Directors based upon the projected budget of the Association for the ensuing year. After determination of the total Association assessment, the portion thereof payable by each Class A Member shall be determined by (i) the proportion which the square footage of the Class A Member's Unit, as used to determine his percentage interest in Common Areas within his condominium regime, or the square footage of a Dwelling Unit constructed on a Lot, bears to the total square footage of all Units, and Dwelling Units constructed on Lots owned by Class A Members on the date the assessment is determined, or (ii) such other fair and equitable method of allocation as may be determined from time to time by the Board of Directors. Any person, firm or entity becoming a Class A Member of the Association after the determination by the Board of Directors of the Unit assessments for the year in which he becomes a Member shall pay an assessment with respect to his Unit or Lot equal to the assessment paid by other Class A Members owning Units or Lots with the same square footage, or, if no other Class A Members owns a Unit or Lot of equal square footage, the assessment for the Unit or Lot shall be equal to the assessment paid by other Class A Members owning Units or Lots the square footage of which is nearest to the square footage of the new

Member's Unit or Lot. Provided, however, that the maximum assessment for each Unit or Lot shall not exceed Thirty Dollars (\$30.00) per month, and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Annual Assessment.

(a) From and after July 1, 1976, in any event, the maximum annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, not more than fifteen percent (15%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided in Section 3 of the Article.

(b) From and after July 1, 1976, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as herein-after provided, for the next succeeding year and at the end of such year for each succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of all classes of the members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of all classes of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be apportioned to each Unit or Lot in the manner provided under Section 3.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the date of recordation of this Declaration. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Unit for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall not be required to pay an annual assessment for any Unit in which it has the interest otherwise required for Class A membership; provided, however, that for so long as Declarant holds Class B memberships, Declarant shall pay any operating deficits suffered by the Association in excess of the budget for that year. The foregoing shall not apply to any Unit which is completed and held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment; i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the the delinquency date, the assessment shall bear interest at the rate of six percentum (6%) per annum, and the Association may bring an action at law against the Owner personally obligated

to pay the same, or foreclose the lien against the property (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages under the law of the State of Indiana), in either of which events interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit.

Section 2. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. In addition, said lien shall be subordinate to the lien securing the applicable Regime for unpaid common expense assessments. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

Section 1. Services for Regimes. In addition to maintenance upon the Common Areas and Community Facilities and the central road system, as aforesaid, the association may provide such services as are from time to time agreed upon with a Regime or Regimes, including but not limited to exterior maintenance, grounds maintenance, management and accounting services.

Section 2. Access at Reasonable Times. For the purpose solely of performing the required maintenance authorized by this Article, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure shall be erected, placed, altered, or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans specifications, exterior color and finish, plot plans (showing the pro-

posed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 45 days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon The Property without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as hereinelsewhere provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house

trailer; boat or the like, shall be kept upon The Property nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) In order to facilitate the free movement of passing vehicles, no automobiles belonging to residents shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

(g) No sound hardwood trees measuring in excess of four (4) inches in diameter two (2) feet above the ground shall be removed from any portion of the property without written approval of the Association acting through its Board of Directors or duly appointed committee.

(h) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other out-building shall be used on any portion of the property at any time.

(i) Except for entrance signs, directional signs, community "theme areas" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Unit situate upon The Property, provided, however, if specifically permitted by a written regulation adopted by the Board of Directors.

(j) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(k) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(l) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit without the prior written consent of the Board of Directors.

(m) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Unit or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE IX

Section 1. Residential Use. All Units shall be used for private residential purposes exclusively.

ARTICLE X

Section 1. Easements. All portions of the Property shall be subject to easements for the construction, installation, operation and maintenance of flues, ducts, pipes, wires, conduits or the like such as are from time to time necessary, required or convenient for providing services to the Units.

Section 2. Grant of Easements. The Association by action of its Board of Directors is hereby specifically authorized and empowered to grant in, on, upon and across any portion of the Property such rights of way or easements as may reasonably from time to time be required to serve any Regime or the Units therein, and shall, upon request in writing of Declarant grant such rights of way or easements provided such grant does not permanently and significantly restrict or deny the rights of any Unit Owner.

ARTICLE XI

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, and except as provided in Section 7 of this Article XI, the covenants and res-

trictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Units has been recorded, agreeing to change or revoke said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created. Any objections based upon failure to receive notice of the proposed agreement must be raised during the three year period following recordation.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Unit any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Provided, however, that the failure of any deed to so incorporate by reference shall not effect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication for public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority or utility.


Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Amendment. So long as there are any Class B members of the Association, but not after January 1, 1981, this Declaration may be amended without the consent of the Class A members by filing for record among the land records of Monroe County, Indiana, of an Amendment to Declaration signed by the Declarant and setting forth the amendment to this Declaration. Thereafter, this Declaration may be amended upon the approval of the Owners of sixty-six and two thirds percent (66 2/3%) of the Units.

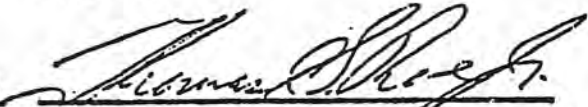
IN WITNESS WHEREOF, the said CASLON DEVELOPMENT COMPANY, an Indiana partnership, has on the 23rd day of October, 1974, caused these presents to be executed by the undersigned, as the act and deed of CASLON DEVELOPMENT COMPANY.

CASLON DEVELOPMENT COMPANY

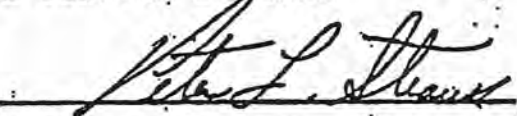
By: LAKE MONROE CORPORATION, a
General Partner

By: 
LeBrun N. Smith, President

By: INDUN REALTY, INC., a General
Partner

By: 
THOMAS S. ROE, JR., SR. VICE PRESIDENT

By: REYNWOOD DEVELOPMENT CORPORATION,
a General Partner

By: 
PETER L. STRAUSS



STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

I HEREBY CERTIFY that on the 17th day of OCTOBER, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared LeBrun N. Smith, who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of LAKE MONROE CORPORATION.

WITNESS my hand and Notarial Seal the year and day first above written.

Mura Rose Lee
(Notary Public)
MURA ROSE LEE



My Commission Expires:

July 3, 1978

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I HEREBY CERTIFY that on the 21st day of October, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared Thomas S. Roe, Jr., who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of INDUN REALTY, INC.

WITNESS my hand and Notarial Seal the year and day first above written.

Barbara J. Lindsey
(Notary Public)
BARBARA J. LINDSEY



My Commission Expires:

July 1, 1975

STATE OF ~~INDIANA~~ CONNECTICUT)
) SS:
COUNTY OF ~~MONROE~~)

I HEREBY CERTIFY that on the 17th day of OCTOBER, 1974, before me the subscriber a Notary Public in and for the State and County aforesaid, personally appeared PETER L. STRAUSS who is personally well-known to me as the person executing the foregoing Declaration, and acknowledged the same to be the act and deed of REYNWOOD DEVELOPMENT CORPORATION.

WITNESS my hand and Notarial Seal the year and day first above written.

Mura Rose Lee
(Notary Public)
MURA ROSE LEE



My Commission Expires:

July 3, 1978

This instrument was prepared by Glen B. Hardyman and Randolph L. Foxworthy, attorneys.

CONSENT OF MORTGAGEE

BOOK 088 PAGE 90

The undersigned, being the owner and holder of a mortgage and/or security interest in the property described in Exhibit A attached hereto and made a part hereof does hereby consent to the recordation of this Declaration and the imposing of the provisions hereof and the provisions of the Indiana Horizontal Property Act to said real property described in Exhibit A, and said mortgagee does hereby consent and agree that from and after this date, the provisions of this Declaration, including all exhibits and amendments hereto, shall be superior to the lien of the undersigned's mortgage on said Property described in Exhibit A.

[CORPORATE SEAL]

ATTEST:

BY

Gladys Radcliffe
GLADYS RADCLIFFE

BY

William G. Ward
asst. Vice President
WILLIAM G. WARD

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

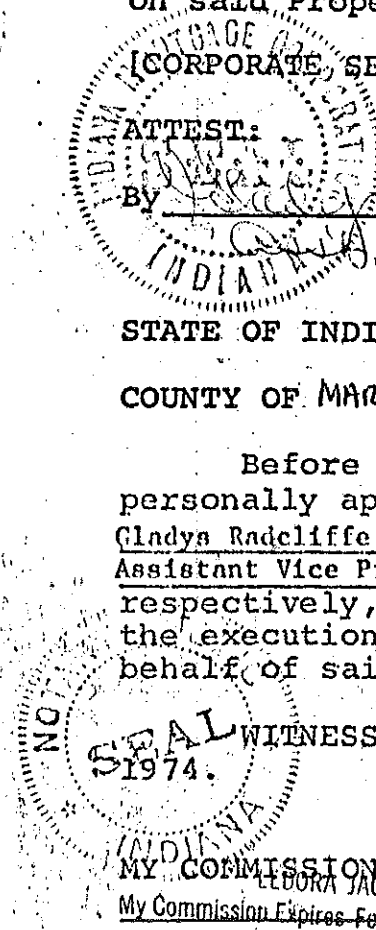
Before me, a Notary Public in and for said County and State, personally appeared William G. Ward and Gladys Radcliffe, by me known and known by me to be the Assistant Vice President and Assistant Secretary respectively, of Indiana Mortgage Corporation, who acknowledged the execution of the above and foregoing Consent for and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 22nd day of October

Ledora Jacks
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires February 27, 1978



CONSENT OF SECOND MORTGAGEE

The undersigned, being the owner and holder of a second mortgage in the property described in Exhibit A attached hereto and made a part hereof does hereby consent to the recordation of this Declaration and the imposing of the provisions hereof and the provisions of the Indiana Horizontal Property Act to said real property described in Exhibit A, and said second mortgagee does hereby consent and agree that from and after this date, the provisions of this Declaration, including all exhibits and amendments hereto, shall be superior to the lien of the undersigned's second mortgage on said property described in Exhibit A.

INDUN REALTY, INC.

By Thomas S. Roe, Jr.
THOMAS S. ROE, JR.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

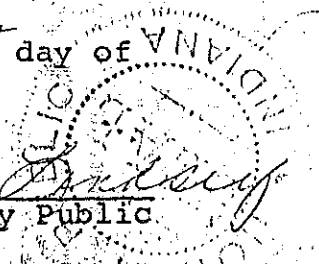
Before me, a Notary Public in and for said County and State, personally appeared Thomas S. Roe, Jr., by me known and known by me to be the Vice President of Indun Realty, Inc., who acknowledged the execution of the above and foregoing Consent for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 21st day of October, 1974.

Barbara J. Lindsey
Notary Public

BARBARA J. LINDSEY

My Commission expires:
July 1, 1975



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
LEGAL DESCRIPTION

A part of the West half of Section 22, A part of the Northeast quarter of Section 22, a part of the Southeast quarter of Section 22, a part of the Northeast quarter of Section 21, and a part of the Southeast quarter of Section 16, all in Township 7 North, Range 1 West, in Monroe County, Indiana, described as follows: beginning at the Northwest corner of Section 22, being also the Northeast corner of Section 21 and the Southeast corner of Section 16; thence North on the East line of Section 16 for 22.00 feet and to the centerline of a county road (Strain Ridge Road); thence along the road centerline the following directions and dimensions:

North 88 degrees 38 minutes West for 940.22 feet;
 South 87 degrees 18 minutes 50 seconds West for 50.68 feet;
 South 39 degrees 14 minutes 30 seconds West for 33.12 feet;
 South 26 degrees 31 minutes 30 seconds West for 33.47 feet;
 South 11 degrees 22 minutes West for 83.25 feet;
 South 06 degrees 41 minutes 20 seconds West for 924.88 feet;
 South 06 degrees 26 minutes West for 1080.91 feet;

thence leaving the county road and running South 89 degrees 24 minutes East for 208.71 feet; thence South 06 degrees 26 minutes West for 208.71 feet; thence South 89 degrees 24 minutes East for 1102.43 feet and to the East line of the Northeast quarter of Section 21, being also the West line of Section 22; thence North along the section line between Section 21 and Section 22 for 794.00 feet; thence East for 271.93 feet; thence South 24 degrees 09 minutes East for 1212.47 feet and to the U. S. Government Fee line for the following directions and dimensions:

North 06 degrees 11 minutes West for 105.6 feet;
 North 12 degrees 32 minutes West for 111.6 feet;
 North 15 degrees 26 minutes West for 160.0 feet;
 North 24 degrees 31 minutes West for 311.9 feet;
 North 28 degrees 27 minutes West for 255.2 feet;
 North 03 degrees 47 minutes East for 158.6 feet;
 South 27 degrees 35 minutes East for 258.6 feet;
 South 40 degrees 39 minutes East for 307.6 feet;
 South 34 degrees 01 minutes East for 253.1 feet;
 North 85 degrees 05 minutes East for 110.2 feet;
 South 39 degrees 41 minutes West for 95.1 feet;
 South 05 degrees 34 minutes East for 86.7 feet;
 South 14 degrees 49 minutes East for 314.1 feet;
 South 17 degrees 34 minutes East for 292.2 feet;
 South 23 degrees 20 minutes East for 255.4 feet;
 South 28 degrees 17 minutes East for 350.3 feet;
 South 50 degrees 43 minutes East for 101.8 feet;
 North 81 degrees 34 minutes East for 99.4 feet;
 North 35 degrees 34 minutes East for 121.5 feet;

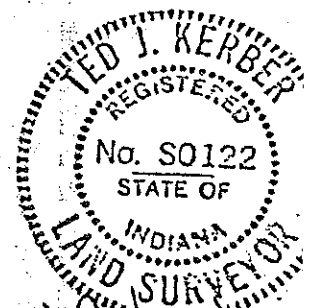


Ted J. Kerber

Boundary Description -

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North 18 degrees 45 minutes East for 388.9 feet;
 North 21 degrees 53 minutes East for 280.8 feet;
 North 05 degrees 18 minutes West for 203.2 feet;
 North 71 degrees 53 minutes East for 99.2 feet;
 North 21 degrees 06 minutes East for 287.0 feet;
 North 15 degrees 43 minutes East for 201.4 feet;
 North 14 degrees 07 minutes East for 331.1 feet;
 North 11 degrees 39 minutes East for 149.9 feet;
 North 05 degrees 57 minutes West for 133.1 feet;
 North 32 degrees 48 minutes West for 386.5 feet;
 North 05 degrees 50 minutes West for 157.8 feet;
 South 29 degrees 14 minutes East for 208.3 feet;
 South 51 degrees 09 minutes East for 192.5 feet;
 South 28 degrees 10 minutes East for 94.1 feet;
 North 69 degrees 05 minutes East for 56.6 feet;
 South 05 degrees 11 minutes West for 304.4 feet;
 South 05 degrees 50 minutes West for 175.1 feet;
 South 03 degrees 10 minutes West for 258.6 feet;
 South 10 degrees 52 minutes West for 354.1 feet;
 South 17 degrees 04 minutes West for 196.0 feet;
 South 03 degrees 44 minutes East for 94.6 feet;
 South 62 degrees 21 minutes East for 125.4 feet;
 South 64 degrees 52 minutes West for 75.9 feet;
 South 35 degrees 24 minutes West for 134.5 feet;
 South 13 degrees 42 minutes West for 307.1 feet;
 South 04 degrees 34 minutes West for 129.7 feet;
 South 44 degrees 04 minutes East for 81.5 feet;
 South 89 degrees 13 minutes East for 174.5 feet;
 South 40 degrees 57 minutes West for 241.2 feet;
 South 68 degrees 08 minutes West for 155.0 feet;
 South 54 degrees 14 minutes West for 70.9 feet;
 South 44 degrees 36 minutes East for 35.6 feet;
 South 86 degrees 24 minutes East for 118.5 feet;
 North 81 degrees 03 minutes East for 180.0 feet;
 North 83 degrees 06 minutes East for 350.5 feet;
 North 83 degrees 06 minutes East for 22.8 feet;
 North 63 degrees 24 minutes East for 141.9 feet;
 North 63 degrees 17 minutes East for 284.4 feet;
 North 73 degrees 04 minutes East for 274.9 feet;
 South 87 degrees 46 minutes East for 203.6 feet;
 North 88 degrees 22 minutes East for 245.6 feet;
 North 70 degrees 55 minutes East for 177.5 feet;
 North 41 degrees 26 minutes East for 104.3 feet;
 North 09 degrees 00 minutes West for 121.8 feet;
 North 39 degrees 43 minutes West for 139.5 feet;
 North 63 degrees 43 minutes West for 155.0 feet;
 North 44 degrees 50 minutes West for 137.1 feet;
 North 66 degrees 56 minutes West for 136.8 feet;
 South 86 degrees 24 minutes East for 227.1 feet;
 North 69 degrees 14 minutes East for 135.8 feet;
 North 09 degrees 48 minutes East for 134.4 feet;



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North 06 degrees 03 minutes West for 181.5 feet and to the line of the Southeast quarter of Section 22; thence North 24°- 27' West 273.9 feet thence South 40°- 05' East 345.6 feet returning to North line of said Southeast quarter and thence along the Fee line the following direction and dimensions:

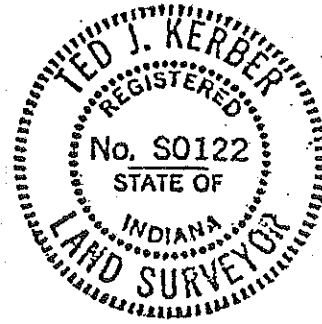
South 40 degrees 05 minutes East for 75.2 feet;
 South 32 degrees 29 minutes East for 201.2 feet;
 South 73 degrees 49 minutes East for 90.4 feet;
 North 50 degrees 47 minutes East for 197.8 feet;
 North 31 degrees 32 minutes East for 175.9 feet and to the North line of the Southeast quarter of Section 22; thence continuing along the U. S. Govt. Fee line the following directions and dimensions:

North 13 degrees 58 minutes East for 258.7 feet;
 North 06 degrees 39 minutes East for 394.5 feet;
 North 13 degrees 34 minutes West for 180.6 feet;
 North 67 degrees 13 minutes East for 131.6 feet;
 North 39 degrees 03 minutes East for 89.2 feet;
 North 13 degrees 42 minutes East for 91.8 feet;
 North 41 degrees 20 minutes West for 82.3 feet;
 North 61 degrees 15 minutes West for 317.3 feet;
 North 44 degrees 20 minutes West for 157.2 feet;
 North 55 degrees 37 minutes West for 247.1 feet;
 North 66 degrees 23 minutes West for 253.7 feet;
 North 89 degrees 22 minutes East for 120.5 feet;
 South 89 degrees 36 minutes East for 73.7 feet;
 North 64 degrees 06 minutes East for 49.4 feet;
 North 09 degrees 48 minutes West for 200.5 feet;
 South 25 degrees 33 minutes East for 301.3 feet;
 South 71 degrees 09 minutes East for 348.1 feet;
 North 84 degrees 22 minutes East for 294.0 feet;
 North 00 degrees 51 minutes East for 229.9 feet;
 North 24 degrees 42 minutes East for 129.9 feet;
 North 07 degrees 16 minutes West for 72.8 feet;
 North 32 degrees 48 minutes West for 259.3 feet;
 North 86 degrees 34 minutes East for 122.4 feet and to the centerline of a county road (Mt. Ebal); thence leaving the Govt. Fee line and following the road centerline the following directions and dimensions:

North 13 degrees 18 minutes 30 seconds West for 216.81 feet;
 North 38 degrees 32 minutes West for 162.6 feet;
 North 80 degrees 29 minutes West for 145.9 feet;
 North 67 degrees 40 minutes West for 104.6 feet;
 North 28 degrees 24 minutes West for 153.8 feet and to the North line of Section 22; thence North 89 degrees 48 minutes West along the North line of Section 22 for 4401.69 feet and to the point of beginning; containing in all 371.68 acres more or less. (After deduction of 1.00 acres for Deckard, Suria Kerber Grounds.)



This description was originally prepared by Raymond Graham, RPE Number 8409 Indiana, 3215 North Smith Pike, Bloomington, Indiana on August 6, 1973 and amended and corrected by Ted J. Kerber, LS S-0122 Indiana on February 21, 1974.



Ted J. Kerber
Ted J. Kerber
Reg. Indiana S O - 122
21 February, 1974

BY-LAWS

THE POINTE SERVICE ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this corporation is as follows:

THE POINTE SERVICE ASSOCIATION, INC.

Its principal office is initially located at:

R.R. 4 Box 304
Bloomington, Indiana

ARTICLE II

Definitions

Section 1. Grantor. "Grantor", as used herein, means:

Caslon Development Company, a general partnership

Section 2. The Project. The "project" as used herein, means that certain community being developed by the Grantor in Monroe County, Indiana, known as "THE POINTE".

Section 3. Declaration. "Declaration", as used herein, means that certain Declaration of Covenants, Conditions and Restrictions made the 23 day of October, 1974, by the Grantor, and which Declaration is recorded as Instrument No. 62543 in Book Misc. 88, Pages 75-116, among the Land Records for Monroe County, Indiana.

Section 4. Association. "Association", as used herein, means The Pointe Service Association, Inc.

Section 5. Mortgage. "Mortgage", as used herein, shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 6. Regime. "Regime", as used herein, means any portion of the Project declared to be subject to the Horizontal Property Act.

Section 7. Unit. "Unit", as used herein, means and refers to an "apartment" or "condominium unit".