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Tx:4194747**2015058742****RECORDED: 11/16/2015 3:24:36 PM****ANITA MATHER****ALLEN COUNTY RECORDER****FORT WAYNE, IN**

AMENDED, RESTATED AND REPLACEMENT
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
VILLAS AT SUMMIT RESERVE CONDOMINIUMS

RECORDS OFFICE
has entered for taxation. Sub-
sequent to final accounting for transfer

NOV 16 2015

Jana K. Klutz
ALLEN COUNTY RECORDER

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EXHIBITS

- Exhibit A Redefined Condominium Area
- Exhibit B Redefined Condominium Area Exhibit
- Exhibit C Site Plan for Replacement Declaration
- Exhibit D Code of By-Laws

**AMENDED, RESTATED AND REPLACEMENT
DECLARATION OF CONDOMINIUM OWNERSHIP**

for
Villas at Summit Reserve Condominiums

This Amended, Restated and Replacement Declaration of Condominium Ownership for Villas at Summit Reserve Condominiums (the "Replacement Declaration") is made this ^{AS OF} 20th day of OCTOBER, 2015, by Birds of Prey, LLC, an Indiana limited liability company (the "Declarant") and Mary E. Denny, Shirley A. Kohrman, Inez R. Skillman, The John & Bonnie Fogal 2009 Revocable Trust, Dominick D. Massaro and Josephine M. Massaro, husband and wife, William J. Jacobson and Sylvia K. Jacobson, husband and wife, Britt G. Sather, TAH5, LLC, Margaret Stookey, Victoria Auld, Richard E. Whipp and Anne Marie Whipp, husband and wife, Birds of Prey, LLC, and Richard G. Littlefield and Judy K. Littlefield, husband and wife (collectively "Owners" and individually "Owner").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the successor to the original declarant under the Declaration of Condominium Ownership for Villas at Summit Reserve Condominiums recorded as Document ✓ Number 2007069255 and the First Amendment to Declaration of Condominium Ownership for Villas at Summit Reserve Condominiums recorded as Document Number 2010055707 (collectively, the "Original Declaration").

B. The Owners are the owners of certain condominium units which have been recognized as separate and distinct parcels of real estate by the Auditor of Allen County, Indiana, and which are listed in section 4 to this Replacement Declaration.

C. Declarant is the sole owner of the fee simple title to certain real estate, located in Allen County, Indiana, more particularly described in Exhibit "A" attached and made a part of this Replacement Declaration ("Redefined Condominium Area").

D. Unit U6-1 of Building 6 as shown on the plans attached as Exhibit "F" to the First Amendment to the Declaration of Condominium Ownership for Villas at Summit Reserve Condominiums (Doc. No. 2010055707) was developed as a single family unit, completely unattached to other units as was planned for Building 6. This unit was recognized for taxation purposes by Allen County as a separate and distinct unit of real estate despite never having had as-built site plans recorded for such unit as required by the Act. This unit shall be removed from the condominium regime by this Replacement Declaration.

E. Declarant and the Owners, by execution of this Replacement Declaration, hereby create Villas at Summit Reserve Condominiums upon the Redefined Condominium Area, subject to the provisions of the Condominium Law of the State of Indiana under the terms and conditions of this Replacement Declaration.

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F. Declarant and the Owners wish to remove certain real estate included in the Original Declaration, and make the real estate described in Exhibit "A" (the "Redefined Condominium Area") to be the real estate that is subject to this Replacement Declaration. The Redefined Condominium Area is depicted on Exhibit "B" included as a part of this Replacement Declaration. The affect of this Replacement Declaration is to, among other things, remove and exclude certain real estate that was included in the Original Declaration, and to reduce the number of Units covered by this Replacement Declaration to the existing Units numbered U1-1, U1-2, U1-3, U1-4, U2-1, U2-2, U2-3, U2-4, U5-1, U5-2, U5-3 and U5-4.

NOW, THEREFORE, Declarant and Owners hereby make this Replacement Declaration as follows:

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

(a) "Act" means the Condominium Law of the State of Indiana, Indiana Code §32-25-1 *et. seq.*, as such Act may be amended. The Act is incorporated herein by reference.

(b) "Applicable Date" means the date determined pursuant to Section 3.02 of the By-Laws.

(c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" or "Board" means the governing body of the Corporation being the Board of Directors referred to in the By-Laws or any subsequent Board of Directors elected by the Members in accordance with the By-Laws of the Corporation.

(e) "Building" means any structure on the Real Estate in which one or more Condominium Units are located. The Buildings are more particularly described and identified on the Plans and in section 3 of this Replacement Declaration. "Building" also includes any additional structure containing one or more Condominium Units which may be submitted and subjected to the Act and this Replacement Declaration by Supplemental Declaration as herein provided, and will be identified in Supplemental Declaration and on plans that will be filed therewith.

(f) "By-Laws" means the Code of By-Laws of the Corporation providing for the administration and management of the Property and restrictions on its use, as required by and in conformity with the Act. A true copy of the

By-Laws is attached to this Replacement Declaration as Exhibit D and incorporated herein by reference.

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

(h) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area and the Limited Common Areas (to the extent provided herein), and all sums lawfully assessed against the Members of the Corporation.

(i) "Condominium Unit" means each one of the living units constituting Villas at Summit Reserve, each individual living unit being more particularly described and identified on the Plans and in sections 4 and 5 of this Replacement Declaration, and each additional living unit which may be submitted and subjected to the Act and this Replacement Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided interest in the Common Areas and Limited Common Areas appertaining to such unit.

(j) "Co-owners" means the owners of all the Condominium Units.

(k) "Corporation" means Villas at Summit Reserve Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, whose Members shall be the Owners of Condominium Units, such Corporation being more particularly described in Section 12 of this Replacement Declaration.

(l) "Declarant" means and refers to Birds of Prey, LLC, an Indiana limited liability company, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(m) "Limited Common Areas" means the limited common areas and facilities as defined in section 7 of this Replacement Declaration or those parts of the Common Areas limited to the use of certain Condominium Units.

(n) "Member" means a member of the Corporation.

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

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

(q) "Percentage Interest" means the fraction or percentage of undivided interest in the fee simple title to the Common Areas and Limited Common Areas appertaining to each Condominium Unit as specifically expressed in sections 4 and 8 of this Replacement Declaration.

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

(s) "Plans" means the site plan attached and incorporated by reference to this Replacement Declaration as Exhibit "C", prepared by D.A. Brown Engineering Consultants, Inc. as certified by a professional engineer/surveyor, under date of August 5, 2015, and the as-built plans filed for the Buildings containing the existing Units, recorded as Document Nos. 2008022531, 2009037362 and 2012011497 in the Allen County Recorder's Office.

(t) "Property" means the Redefined Condominium Area and appurtenant easements, the Condominium Units, the Buildings, garages improvements and property of every kind and nature whatsoever, real, personal and mixed, located upon the Redefined Condominium Area and used in connection with the operation, use and enjoyment of Villas at Summit Reserve, but does not include the personal property of Owners.

(u) "Redefined Condominium Area" means the real property described in Exhibit "A" attached and made a part of this Replacement Declaration, and which has been subjected to the Act and the provisions of this Replacement Declaration, subject to all easements of record.

(v) "Villas at Summit Reserve" is a condominium project established under the Act, and the Replacement Declaration, and the name by which the Real Estate, shall be known.

2. Declaration. Declarant and Owners hereby expressly declare that the Property shall be a condominium project in accordance with the provisions of the Act.

3. Description of Buildings. There are three (3) Buildings, one or two stories in height, containing twelve (12) Condominium Units subject to this Replacement Declaration. None of the Buildings are constructed with a basement.

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4. Legal Description and Percentage Interest. Each Condominium Unit is identified on the plans by a Unit number. The legal description for each Condominium Unit shall consist of the Unit number as shown on the Plans, and shall be stated as "Unit __ in Villas at Summit Reserve." The Percentage Interest of each Owner in the Corporation shall be as follows:

<u>Unit</u>	<u>Building</u>	<u>Percentage Interest</u>	<u>As Built Document Reference</u>
U1-1	1	1/12	2008022531
U1-2	1	1/12	2008022531
U1-3	1	1/12	2008022531
U1-4	1	1/12	2008022531
U2-1	2	1/12	2012011497
U2-2	2	1/12	2012011497
U2-3	2	1/12	2012011497
U2-4	2	1/12	2012011497
U5-1	5	1/12	2009037362
U5-2	5	1/12	2009037362
U5-3	5	1/12	2009037362
U5-4	5	1/12	2009037362

Unit U6-1, which is developed as a stand alone single-family residence is hereby removed from the condominium regime by this Replacement Declaration.

5. Description of Condominium Units.

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

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

6. Common Areas and Facilities. "Common Areas" means (1) the Redefined Condominium Area, (2) the foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Buildings, (3) the yards, gardens, sidewalks and parking areas, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Common Areas, (4) central electricity, gas, water, air conditioning and sanitary sewer serving the Buildings (including those located in the interior of the Building), if any, (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings unless separately metered to a particular Condominium Unit, (6) pipes, ducts, electrical wiring and conduits and public utilities lines which serve more than one Condominium Unit, (7) all streets or interior access drives designated on the Plans as Common Area, (8) floors, roofs and exterior perimeter walls of the Buildings, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Common Areas, and (9) all facilities and appurtenances located outside of the boundary lines of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Common Areas or as part of the Condominium Unit. The Condominium Units, as defined and described in Sections 1(i), 4 and 5 to this Replacement Declaration, and as depicted on the Plans, are not to be considered Common Area, and no percentage interest to a Condominium Unit shall vest in any Owner other than the fee simple owner of such Condominium Unit.

7. Limited Common Areas and Facilities. Limited Common Areas and those Condominium Units to which use thereof is limited are as follows:

(a) The halls, corridors, lobbies, stairs, stairways, entrances and exits of each Building, if any, (except those located within the interior of Condominium Units) shall be limited to the use of the Condominium Units of such Building served by such halls, corridors, lobbies, stairs, stairways, entrances, and exits.

(b) Balconies, patios, porches, storage areas and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or appertain.

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

(d) Any other areas designated and shown on the Plans as Limited Common Areas shall be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans.

8. Ownership of Common Areas and Percentage Interest. Each Owner shall have an undivided interest in the Common Areas and Limited Common Areas, as tenants in common with all other Owners, equal to the Owner's Condominium Unit's Percentage Interest. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Condominium Unit is set forth in Section 4 of this Replacement Declaration. The Percentage Interest of each Condominium Unit shall be a percentage equal to one (1) divided by the number of Condominium Units which, from time to time, have been submitted and subjected to the Act and this Replacement Declaration as herein provided and which constitute a part of Villas at Summit Reserve. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas and Limited Common Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and Mortgagees and then only if in compliance with all requirements of the Act.

The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Villas at Summit Reserve, and the Corporation upon which the Co-owners are entitled to vote.

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

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

Each Owner shall have the right of ingress and egress from such Owner's Condominium Unit with such right being perpetual and appurtenant to the ownership of the Condominium Unit.

10. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Condominium Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Property (or the Property and any other portions of the Real Estate) as a whole, then each Owner shall pay the Owner's proportionate share of such taxes to the extent attributable to the Property in accordance with the Owner's respective Percentage Interest. The real estate taxes on the Common Area and Limited Common Area may be included as a part of the taxes due on a Condominium Unit. However, if at any time all or part of the Common Area is conveyed by the Owners to the Corporation, the Corporation shall be responsible for the timely payment of taxes and assessments due and owing on the Common Area. However, the Owners shall be individually and severally liable for the payment of real estate taxes and assessments on the Common and Limited Common Area should same not be paid by the Corporation when due.

11. Utilities. Each Owner shall pay for the Owner's own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of Co-owners.

12. Association of Owners. Subject to the obligations of the Owners, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property shall be by the Corporation. Each Owner of a Condominium Unit shall, automatically upon becoming an owner of a Condominium Unit, be and become a member of the Corporation and shall remain a member until such time as such ownership ceases, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

The Corporation shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast the Owner's Percentage Vote for the election of the Board of Directors, except for such Board of Directors who shall serve for the period provided in the By-Laws.

The Board of Directors shall be the governing body of the Corporation, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property exclusive of the Condominium Units. Subject to the provisions of section 25 of this Replacement Declaration and Section 3.07(a) of the By-Laws, the Board of Directors shall at all times provide for professional management of Villas at Summit Reserve unless all Mortgagees give their prior written approval for self-management.

13. Maintenance, Repairs and Replacements. Each Owner shall, at the Owner's expense, be responsible for the maintenance, repairs, decoration and replacement within the Owner's own Condominium Unit and to the extent provided in this Replacement Declaration or the By-Laws for the Limited Common Areas reserved for the Owner's use. Each Owner shall repair any defect occurring in the Owner's Condominium Unit which, if not repaired, might adversely affect any Condominium Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Common Areas or that portion of the Property covered by the Corporation's insurance as provided in section 15 shall be furnished

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by the Corporation as part of the Common Expenses, except as otherwise provided herein or in the By-Laws.

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

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

14. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to or which would affect the Common Areas or Limited Common Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration in or to the Owner's respective Condominium Unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Condominium Unit is located nor shall any Owner change the color of any of the Common Areas or Limited Common Areas without the prior written approval of the Board of Directors. Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so altered. No such change shall increase the number of Condominium Units.

15. Insurance. The Co-Owners, through the Corporation, shall purchase a master casualty insurance policy, using generally acceptable insurance carriers, affording fire and extended coverage insurance, insuring the Property in an amount equal to the full replacement value of the improvements which, in whole or in part, comprise the Common Areas and Limited Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Directors, the Board of Directors may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name each Owner and, if applicable, the Mortgagee of each Owner, as insureds and shall be for the benefit of each such Owner and Mortgagee in accordance with the following terms and conditions:

All proceeds payable as a result of casualty losses sustained, which are covered by insurance purchased by the Corporation as set forth above, shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, only in accordance with the provisions of this Replacement Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the

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Corporation, as provided in the By-Laws, shall specifically include protection for any insurance proceeds so received.

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy. The Corporation shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Corporation to act for and on behalf of the Owners for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and the performance of all other acts necessary to accomplish such purposes.

No Owner nor any other party shall have priority over any rights of a Mortgagee pursuant to its mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Unit and/or Common Areas. The Corporation shall have exclusive authority to negotiate losses under any policy providing property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Corporation to act for and on behalf of the Owners for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability and the performance of all other acts necessary to accomplish such purposes.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and (c) contains an endorsement that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to Mortgagees and to the Corporation and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to section 16 of this Replacement Declaration, and (iii) an agreed amount endorsement or an inflation guard endorsement to the extent such are commonly required by prudent institutional mortgage investors in the Allen County area.

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

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Condominium Unit or other portions of Villas at Summit Reserve. Such policy shall provide that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Corporation and all Mortgagees.

The Co-owners, through the Corporation, shall also obtain any other insurance required by law to be maintained, including but not limited to worker's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any managing agent acting on behalf of the Corporation.

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

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

Each Owner shall be solely responsible for loss or damage to the contents of that Owner's Condominium Unit however caused (including, but not limited to, all floor, ceiling and wall coverings and fixtures, light fixtures, appliances and betterments and improvements installed by him) and the Owner's personal property stored elsewhere on the Property, and the Corporation shall have no liability to the Owner for loss or damage to the contents of any Condominium Unit. Each Owner shall be solely responsible for obtaining the Owner's own insurance to cover any such loss and risk. Each Owner shall have the right to purchase such additional insurance at their own expense as the Owner may deem necessary, including but not limited to: (1) personal liability insurance provided all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Corporation, and (2) casualty insurance upon the Condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Corporation. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Corporation pursuant to this section due to proration of insurance purchased by an Owner under this section, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Corporation to be distributed as herein provided.

16. Casualty and Restoration.

(a) Except as provided in this Replacement Declaration, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Corporation and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (defined below) and shall only be done in accordance with the provisions hereinafter set forth. The term "complete destruction of all of the Buildings" means a determination, made by a vote of sixty-seven percent (67%) of all Co-owners at a special meeting of the Corporation called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Corporation shall be called and held within thirty (30) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such thirty (30) day period, or if the determination of whether or not there has been a complete destruction of all the Buildings has not been made within such thirty (30) day period, then it shall be conclusively presumed that the Co-owners determined that there was not a complete destruction of all of the Buildings, and the Corporation shall proceed with repair and reconstruction as provided in this Replacement Declaration.

In the event of substantial damage to or destruction of any Condominium Unit or any part of the Common Areas, the affected Mortgagee or Mortgagees shall be given timely written notice of such damage or destruction and, notwithstanding any other provision of the Replacement Declaration or By-Laws, the Property shall not be removed from the Act without the approval of fifty-one percent (51%) of the Mortgagees.

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

(c) For purposes of subsection (a) and (b) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Condominium Units

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to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(d) If, under subsection (a) above, it is determined by the Co-owners at the special meeting of the Corporation that there has been a complete destruction of all of the Buildings, the Co-owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Co-owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of sixty-seven percent (67%) of all of the Co-owners a decision is made to rebuild, reconstruct and repair the Buildings. If sixty-seven percent (67%) of all of the Co-owners vote and decide that the Buildings are to be rebuilt, reconstructed and repaired, the insurance proceeds, if any, received by the Corporation shall be applied and any excess of construction costs over insurance proceeds, if any, shall be contributed and paid as hereinabove provided in subsections (a) and (b).

(e) If, in any case of the complete destruction of all of the Buildings, less than sixty-seven percent (67%) of all of the Co-owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act:

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

(ii) the undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

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

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

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

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

(i) If the amount of the estimated cost of reconstruction and repair is less than Ten Thousand Dollars (\$10,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided in the following section (ii).

(ii) If the estimated cost of reconstruction and repair of the Building or other improvement is Ten Thousand Dollars (\$10,000.00) or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Directors to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

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

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

(h) If any Condominium Unit or portion thereof or any of the Common Areas is made the subject of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the affected Mortgagee or Mortgagees shall be given timely written notice of such proceeding or proposed acquisition. The Corporation shall represent the Owners in any condemnation proceeding or any negotiation settlements or agreements with the condemning authority for acquisition of the Common Areas or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Corporation to be held in trust for the Owners and Mortgagees as their interests may appear and the provisions of the Replacement Declaration relating to restoration and allocation of funds in the event of a casualty shall be applicable in the event of a condemnation. The Corporation shall represent the Owners in any condemnation proceeding or any negotiation settlements or agreements with the condemning authority for acquisition of the Common Areas or any part thereof. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Corporation to be held in trust for the Owners and Mortgagees as their interests may appear, unless the Common Area has been conveyed to the Corporation.

17. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Condominium Units and the Common Areas and Limited Common Areas are set forth in the By-Laws, including the limitation that each of the Condominium Units shall be limited to residential use. These covenants and restrictions are for the mutual benefit and

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protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

18. Amendment of Declaration. Amendments to this Replacement Declaration shall be proposed and adopted in the following manner:

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

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

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

(d) Adoption. Any proposed amendment to this Replacement Declaration must be approved by a vote of not less than sixty-seven percent (67%) in the aggregate of the Percentage Vote. In the event any Condominium Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.

(e) Special Amendments. No amendment to this Replacement Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Co-owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws except for changes pursuant to section 21 herein, or (2) the provisions of section 16 of this Replacement Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the By-Laws or (3) the provisions of section 12 regarding the obligation of the Board of Directors to provide professional management for Villas at Summit Reserve or (4) the provisions of section 15 providing for no priority of an Owner or other person over a Mortgagee as to insurance or condemnation proceeds without the approval of one hundred percent (100%) of the Co-owners and all Mortgagees whose mortgage interests have been made known to the Board of Directors in

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accordance with the provisions of the By-Laws except for changes pursuant to section 21 herein.

(f) Recording. Each amendment to the Replacement Declaration shall be executed by the President and Secretary of the Corporation shall include an affidavit stating that Owners representing sixty-five percent (67%) of the aggregate of Percentage Vote or such other amount as required by this Replacement Declaration have approved the amendment and shall be recorded in the Office of the Recorder of Allen County, Indiana, and such amendment shall not become effective until so recorded.

(h) Special Requirements. Notwithstanding anything to the contrary contained herein, unless specifically controlled by a more restrictive provision under Indiana law or contained herein, the Corporation shall not, without the prior written notice to all Mortgagees and the prior written consent of at least sixty-seven percent (67%) of the Mortgagees (based upon one vote for each mortgage held on a Condominium Unit) and of the Owners (other than Declarant) be entitled to:

(a) by act or omission, seek to abandon or terminate the Property from the Act;

(b) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Areas except for expansion rights as specified in section 21;

(c) partition or subdivide any Condominium Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any part of the Property (whether to Condominium Units or to Common Areas) for other than the repair, replacement or reconstruction of such Property, except as provided in section 16 of this Replacement Declaration in case of substantial damage to the Condominium Units.

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

20. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by such Owner's negligence or by that of any member of the Owner's family, guests, employees, agents or lessees, (including but not limited to damage caused by any pet or any automobile) to the extent that such expense is not covered by the proceeds of insurance received by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by the Owner's use, misuse, occupancy or abandonment of the Condominium Unit or its appurtenances or of the Common Areas or Limited Common Areas.

21. Not Expandable. This is not an expandable condominium development under the Act.

22. Granting of Easements. The Board of Directors is granted the authority to grant easements to utility companies (excluding transportation companies but including telecommunications providers) upon such terms and conditions and for such consideration as it deems appropriate.

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

(a) If, at any time, and from time to time, any portion of the Redefined Condominium Area has not been subjected and submitted to this Replacement Declaration or to the Act by an amendment or supplement to this Replacement Declaration and the owner or owners of such portion or portions of the Redefined Condominium Area not so subjected to the Replacement Declaration or to the Act develop single or multi-family dwelling units on such portions then the owner or owners of such portions of the Redefined Condominium Area shall have the benefit of the Common Areas or portions

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thereof, to include the roads, the recreational facilities and associated facilities, for the use of the persons and families living in such dwelling units upon the same terms and conditions as the use of such Common Areas by the owners of the Condominium Units, their families and guests. The owner or owners of such portions of the Redefined Condominium Area shall then pay for the use of such facilities based on the cost of operation and maintenance of such facilities for the year of such usage and based on the number of living units so entitled to utilize such facilities in proportion to all of the living units on the Redefined Condominium Area. The owner or owners of such living units shall make payments for the usage provided herein to the Corporation at the same time as the Owners of the Condominium Units pay their assessments to the Corporation.

(b) Declarant shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Common Areas and, to the extent necessary, the Limited Common Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing utility equipment, facilities and installations to serve the Property and any portions of the Redefined Condominium Area which are not part of the Property, to provide access to and ingress and egress to and from the Property and to any such portions of the Redefined Condominium Area which are not part of the Property, to make improvements to and within the Property and any such portions of the Redefined Condominium Area which are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property and such portions of the Redefined Condominium Area which are not part of the Property.

(c) Declarant reserves the right to use any of the Real Estate that is not annexed to or made subject to the Replacement Declaration for any permitted purposes.

24. Easements for Access, Utilities and Public and Quasi Public Vehicles.

(a) All public and quasi public vehicles, including, but not limited to Allen County Drainage Board or successor agency, police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Common Areas of Villas at Summit Reserve in the performance of their duties, including stormwater management. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including, but not limited to water, sewers, gas, telephones and electricity on the Property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Directors. By virtue of this easement the electric and

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telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

(b) There is hereby reserved and dedicated an easement for the benefit of the public, and the lot owners in the Villas at Summit Reserve Subdivision, for vehicular and pedestrian ingress and egress over and across the streets and Common Areas located on the Property.

25. Management. The Board of Directors shall manage the affairs of the Corporation as provided in this Replacement Declaration and the By-laws. The Board of Directors may enter into a management agreement with a third party for a term not to exceed one (1) year with either party having the right to terminate upon ninety (90) days notice [or, upon thirty (30) days notice for cause] under which the management company (the "Managing Agent") will provide supervision, fiscal and general management and maintenance of the Common Areas and, to the extent the same is not otherwise the responsibility of Owners of individual Condominium Units, the Limited Common Areas, and, in general, perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms not to exceed (1) year each, and subject to the rights of termination described in this section. In the event no management agreement exists because of termination or otherwise, the Corporation shall thereupon and thereafter resume performance of all the management duties, obligations and functions. Notwithstanding anything to the contrary contained herein prior to the Applicable Date, Declarant shall have, and Declarant hereby reserves to itself (either through a management company or otherwise), the exclusive right to manage the Property and to perform all the functions of the Corporation.

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

27. Waiver. No Owner may exempt himself or herself from liability for that Owner's contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Common Areas or by abandonment of the Owner's Condominium Unit.

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

29. Enforcement. The provisions of this Replacement Declaration, the By-Laws, the Articles of Incorporation or the Statute may be enforced by the Corporation or by any aggrieved Owner through court proceedings for injunctive relief, for damages or for both.

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

31. Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of the Condominium Units are depicted in the as-built plans filed for such units at document numbers 2008022531, 2009037362 and 2012011497. A site plan depicting the Villas at Summit Reserve Condominium project is included in this Replacement Declaration at Exhibit C as filed in the Office of the Recorder of Allen County, Indiana, under the Document Number assigned to this Replacement Declaration.

32. Pool and Clubhouse. The Original Declaration provided for a pool and clubhouse to be a part of the Common Area and managed by the Board of Directors. By virtue of this Replacement Declaration, the real estate upon which the pool and clubhouse was constructed has been removed from the Property and is not a part of the Redefined Condominium Area. A limited liability company has been formed for the ownership, maintenance and operation of the pool and clubhouse, which is available for use by the Owners according to the By-laws. The Corporation has the authority and obligation to become a member of the pool and clubhouse limited liability company according to the By-Laws

33. Mortgagee Approval. In order to comply with Indiana Code 32-25-8-16(a), the holders of all liens affecting any of the Condominium Units are to consent to the removal of certain real estate from the Original Declaration, or agree that their liens are transferred to the percentage of the undivided interests of the Condominium Unit Owner in the property. Such consents will be by a separately recorded instrument which cross-references the recordation number of this Replacement Declaration.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

BIRDS OF PREY, LLC, record owner of the
Redefined Condominium Area, and Unit U5-4

By: Terri Frey
Printed: Terri Frey
Title: manager

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Terri Frey, by me known and by me known to be a/the manager of Birds of Prey, LLC, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on behalf of said limited liability company.

Witness my hand and Notarial Seal this 29 day of June, 2015.

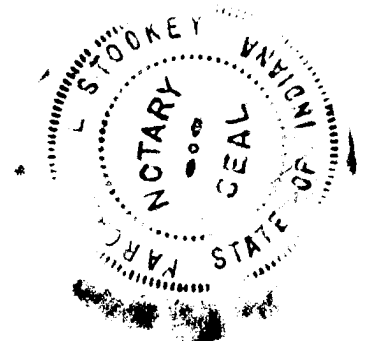
Margaret Stookey
Notary Public

Printed Signature: Margaret Stookey

My Commission Expires: 5-10-17

My County of Residence: Allen

3155415:Amended and Restated Replacement Declaration blacklined 6-25-15315541531Q1427



Mary E. Denny
Mary E. Denny, owner of Unit U1-1 LIFE TENANT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Mary E. Denny, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

Witness my hand and Notarial Seal this 30 day of June, 2015.

Margaret Stookey
Notary Public

Printed Signature

Margaret Stookey

My Commission Expires:

5-10-17

My County of Residence:

Allen



Tod Helsler

Tod ~~Helsler~~
HEISLER, remainder owner of Unit U1-1

Lynette M. Helsler

Lynette ~~Helsler~~
HEISLER, remainder owner of Unit U1-1

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personal appeared Tod Helsler and Lynette Helsler, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on their behalf.

Witness my hand and Notarial Seal this 21st day of October, 2015.



Ruth L. Colvin

Printed Signature Ruth L. Colvin Notary Public

My Commission Expires: 3/31/2023

My County of Residence: Allen

Shirley A. Kohrman
Shirley A. Kohrman, owner of Unit U1-2

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Shirley A. Kohrman, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

Witness my hand and Notarial Seal this 29 day of June, 2015.

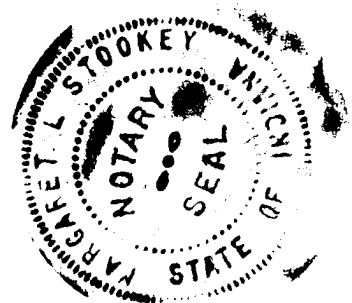
Margaret Stookey
Notary Public

Printed Signature: Margaret Stookey

My Commission Expires: 5/07/17

My County of Residence: Allen

31SS415-Amended and Restated Replacement Declaration blacklined 6-25-1531SS41531Q1427



Inez R. Skillman
Inez R. Skillman, owner of Unit U1-3

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Inez R. Skillman, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

Witness my hand and Notarial Seal this 29 day of June, 2015.

Margaret Stockey
Notary Public

Printed Signature: Margaret Stockey

My Commission Expires: 5-10-17

My County of Residence: Allen



THE JOHN & BONNIE FOGAL 2009
REVOCABLE TRUST, owner of Unit U1-4

By: John W Fogal - Bonnie F. Fogal
Printed: JOHN W FOGAL - BONNIE F. FOGAL
Title: TRUSTEE - TRUSTEE

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared John W Fogal - Bonnie F. Fogal, by me known and by me known to be a/the trustees of The John & Bonnie Fogal 2009 Revocable Trust, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on behalf of said trust.

Witness my hand and Notarial Seal this 30 day of June, 2015.

Margaret Stookey
Notary Public

Printed Signature: Margaret Stookey

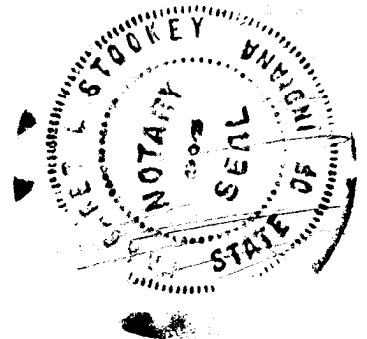
My Commission Expires:

5-10-17

My County of Residence:

Allen

3155415-Amended and Restated Replacement Declaration blacklined 6-25-15315541531Q1427



Dominick D. Massaro

Dominick D. Massaro

Josephine M. Massaro

Josephine M. Massaro, owners of Unit U2-1

STATE OF Indiana,
COUNTY OF Allen) SS:

Before me, a Notary Public in and for said County and State, personally appeared Dominick D. Massaro and Josephine M. Massaro, husband and wife, who acknowledged the execution of the foregoing "Amended. Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

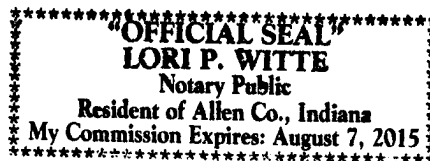
Witness my hand and Notarial Seal this 6th day of Aug, 2015.

Lori P. Witte
Notary Public

Printed Signature: Lori P. Witte

My Commission Expires: 8/7/2015

My County of Residence: Allen



William J. Jacobson
Sylvia K. Jacobson

~~Cynthia A. Pressler, owner of Unit U2-2~~ Unit U2-2

William J. Jacobson

Sylvia K. Jacobson

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

William J. Jacobson and Sylvia K. Jacobson

Before me, a Notary Public in and for said County and State, personally appeared ~~Cynthia A. Pressler~~, who acknowledged the execution of the foregoing "Amended. Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

Witness my hand and Notarial Seal this 9 day of July, 2015

Margaret Stookey

Notary Public

Printed Signature: Margaret Stookey

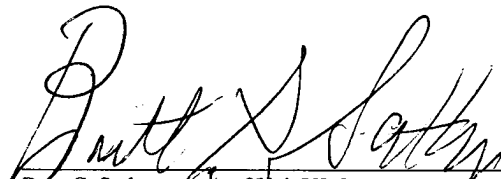
My Commission Expires:

5-10-17

My County of Residence:

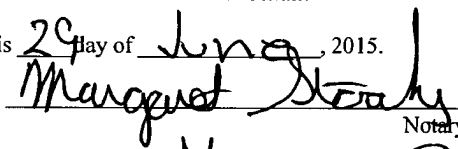
Allen




Britt G. Sather, owner of Unit U2-3

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Britt G. Sather, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

Witness my hand and Notarial Seal this 29 day of June, 2015.

Notary Public

Printed Signature: Margaret Stookey

My Commission Expires: 5-10-17

My County of Residence: Allen

31S5415-Amended and Restated Replacement Declaration blacklined 6-25-1531S541531Q1427



TAH5, LLC, owner of Unit U2-4

By: Barbara Hunter
Printed: Barbara Hunter
Title: TAH5 LLC Owner

STATE OF INDIANA)
COUNTY OF ALLEN) SS:

Before me, a Notary Public in and for said County and State, personally appeared Barbara Hunter by me known and by me known to be a/the owner of TAH5, LLC, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on behalf of said limited liability company.

Witness my hand and Notarial Seal this 29 day of June, 2015.

Margaret Stookey
Notary Public

Printed Signature: Margaret Stookey

My Commission Expires:

5-10-17

My County of Residence:

Allen

3155415-Amended and Restated Replacement Declaration blacklined 6-25-15315541531Q1437



Margaret J Stookey
Margaret Stookey, owner of Unit U5-1

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Margaret Stookey, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

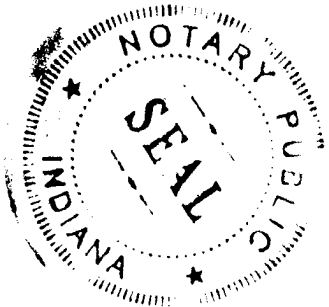
Witness my hand and Notarial Seal this 30th day of June, 2015.

Christine E. Wright
Notary Public

Printed Signature: Christine E Wright

My Commission Expires: 6/5/21

My County of Residence: Allen



Victoria Auld

Victoria Auld, owner of Unit U5-2

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Victoria Auld, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on her behalf.

Witness my hand and Notarial Seal this 30 day of June, 2015.

Margaret Stookey
Notary Public

Printed Signature:

Margaret Stookey

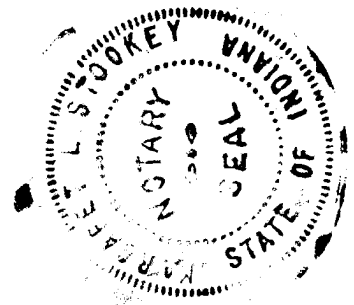
My Commission Expires:

5-10-17

My County of Residence:

Allen

3155415-Amended and Restated Replacement Declaration blacklined 6-25-15315541531Q1427



klw.pp

Gertrude Hofacre
~~Richard B. Whipp~~

GERTRUDE E. HOFACRE
~~Anne Marie Whipp, owners of Unit US 3~~
LIFE TENANT, UNIT 45-3

STATE OF INDIANA)
COUNTY OF ALLEN) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared GERTRUDE HOFACRE
~~Richard B. Whipp and Anne Marie Whipp, husband and wife~~, who acknowledged the execution
of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve
Condominiums" on their behalf.

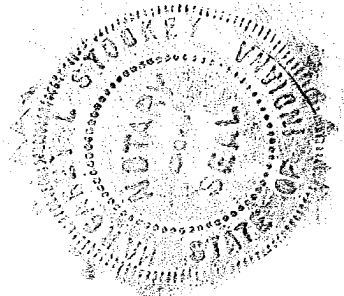
Witness my hand and Notarial Seal this 29 day of June, 2015.
Margaret Stoeckel
Notary Public

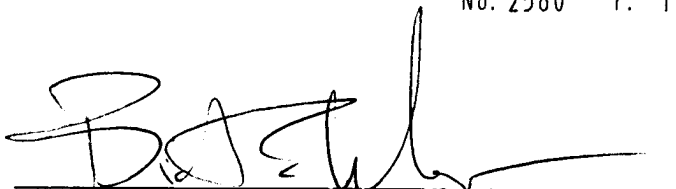
Printed Signature: Margaret Stoeckel


My Commission Expires: 5-10-17

My County of Residence: Allen

31S5415-Amended and Restated Replacement Declaration blacklined 6-25-1531S541531Q1437




 Richard E. Whipp


 Anne Marie Whipp, owners of Unit U5-3
 REMAINDER INTEREST

STATE OF INDIANA)
) SS:
 COUNTY OF ALLEN)

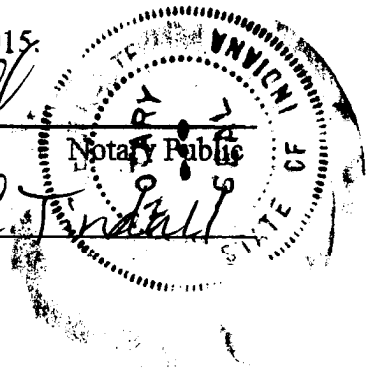
Before me, a Notary Public in and for said County and State, personally appeared Richard E. Whipp and Ann Marie Whipp, husband and wife, who acknowledged the execution of the foregoing "Amended. Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on their behalf.

Witness my hand and Notarial Seal this 8th day of July, 2015.

Printed Signature: Christine C. Tindall

My Commission Expires: 01/17/19

My County of Residence: Allen



Richard G. Littlefield

Richard G. Littlefield

Judy K. Littlefield

Judy K. Littlefield, owners of Unit U64

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Richard G. Littlefield and Judy K. Littlefield, husband and wife, who acknowledged the execution of the foregoing "Amended, Restated and Replacement Declaration of Villas at Summit Reserve Condominiums" on their behalf.

Witness my hand and Notarial Seal this 29 day of June 2015.
Margaret Stookey
Notary Public

Printed Signature: Margaret Stookey

My Commission Expires:

5-10-17

My County of Residence:

Allen

This instrument prepared by Patrick R. Hess, Attorney at Law, Beckman Lawson LLP, 200 East Main Street, Suite 800, Fort Wayne, Indiana 46802.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Patrick R. Hess.



EXHIBIT "A"
Redefined Condominium Area

Existing Condominium - West Section

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co., LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065), the **TRUE POINT OF BEGINNING**; Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 319.67 feet along the East line of said Bridgewater Section VII; Thence South 81 Degrees 44 Minutes 52 Seconds East, a distance of 357.07 feet; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 225.75 feet; Thence South 82 Degrees 42 Minutes 28 Seconds East, a distance of 154.38 feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, a distance of 26.89 feet to the beginning of a tangent circular arc; Thence Southerly, a distance of 10.80 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 08 Degrees 15 Minutes 08 Seconds, and having a long chord bearing South 04 Degrees 07 Minutes 34 Seconds West and measuring 10.79 feet to the beginning of a tangent line; Thence South 08 Degrees 15 Minutes 08 Seconds West, a distance of 184.41 feet along said line to the beginning of a tangent circular arc; Thence Southwesterly, a distance of 12.68 feet along said circular arc that is concave Westerly, having a radius measuring 25.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing South 22 Degrees 47 Minutes 10 Seconds West and measuring 12.55 feet to the beginning of a tangent line; Thence South 37 Degrees 19 Minutes 12 Seconds West, a distance of 81.84 feet along said line to the beginning of a tangent circular arc; Thence Southwesterly, a distance of 38.05 feet along said circular arc that is concave Easterly, having a radius measuring 75.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing South 22 Degrees 47 Minutes 10 Seconds West and measuring 37.64 feet to the beginning of a tangent line; Thence South 08 Degrees 15 Minutes 08 Seconds West, a distance of 99.44 feet along said line to the beginning of a tangent circular arc; Thence Southerly, a distance of 6.89 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 05 Degrees 15 Minutes 40 Seconds, and having a long chord bearing South 10 Degrees 52 Minutes 58 Seconds West and measuring 6.88 feet to the beginning of a tangent line; Thence South 13 Degrees 30 Minutes 48 Seconds West, a distance of 85.12 feet along said line to the beginning of a non-tangent circular arc; Thence Westerly, a distance of 364.56 feet along said non-tangent circular arc (also being the North right-of-way line of Ridge Crest Crossing as referenced above) that is concave Southerly, having a radius measuring 1315.01 feet, having a central angle measuring 15 Degrees 53 Minutes 02 Seconds, and having a long chord bearing North 82 Degrees 28 Minutes 50 Seconds West and measuring 363.39 feet to the beginning of a tangent line; Thence South 89 Degrees 34 Minutes

31X7759

39 Seconds West, a distance of 44.53 feet along said line (also being the North right-of-way line of said Ridge Crest Crossing) to the **POINT OF BEGINNING**, said tract containing 3.914 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

AND ALSO

Existing Condominium - East Section

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co., LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065); Thence North 89 Degrees 34 Minutes 39 Seconds East, a distance of 44.53 feet along said North right-of-way line to the beginning of a tangent circular arc; Thence Easterly, a distance of 369.81 feet along said circular arc (also being the North right-of-way line of said Ridge Crest Crossing) that is concave Southerly, having a radius measuring 1315.01 feet, having a central angle measuring 16 Degrees 06 Minutes 45 Seconds, and having a long chord bearing South 82 Degrees 21 Minutes 58 Seconds East and measuring 368.59 feet to the beginning of a tangent line; Thence South 74 Degrees 18 Minutes 35 Seconds East, a distance of 44.79 feet along said line (also being the North right-of-way line of said Ridge Crest Crossing); Thence North 13 Degrees 30 Minutes 48 Seconds East, a distance of 87.01 feet to the beginning of a tangent circular arc; Thence Northerly, a distance of 11.48 feet along said circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 05 Degrees 15 Minutes 40 Seconds, and having a long chord bearing North 10 Degrees 52 Minutes 58 Seconds East and measuring 11.47 feet to the beginning of a tangent line; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 41.33 feet along said line to the **TRUE POINT OF BEGINNING**; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 58.10 feet to the beginning of a tangent circular arc; Thence Northeasterly, a distance of 12.68 feet along said circular arc that is concave Easterly, having a radius measuring 25.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing North 22 Degrees 47 Minutes 10 Seconds East and measuring 12.55 feet to the beginning of a tangent line; Thence North 37 Degrees 19 Minutes 12 Seconds East, a distance of 81.84 feet along said line to the beginning of a tangent circular arc; Thence Northeasterly, a distance of 38.05 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing North 22 Degrees 47 Minutes 10 Seconds East and measuring 37.64 feet to the beginning of a tangent line; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 184.41 feet along said line to the beginning of a tangent circular arc; Thence Northerly, a distance of 18.00 feet along said

31X7759

circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 08 Degrees 15 Minutes 08 Seconds , and having a long chord bearing North 04 Degrees 07 Minutes 34 Seconds East and measuring 17.99 feet to the beginning of a tangent line; Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 20.50 feet along said line; Thence South 82 Degrees 42 Minutes 28 Seconds East, a distance of 27.78 feet; Thence South 00 Degrees 25 Minutes 21 Seconds East, a distance of 405.96 feet along the West line of Glen Hollow Section I as recorded in Allen County Document No. 2014035370 (Plat Cabinet G, page 83); Thence North 81 Degrees 44 Minutes 52 Seconds West, a distance of 137.12 feet to the **POINT OF BEGINNING**, said tract containing 27666 square feet, or 0.635 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

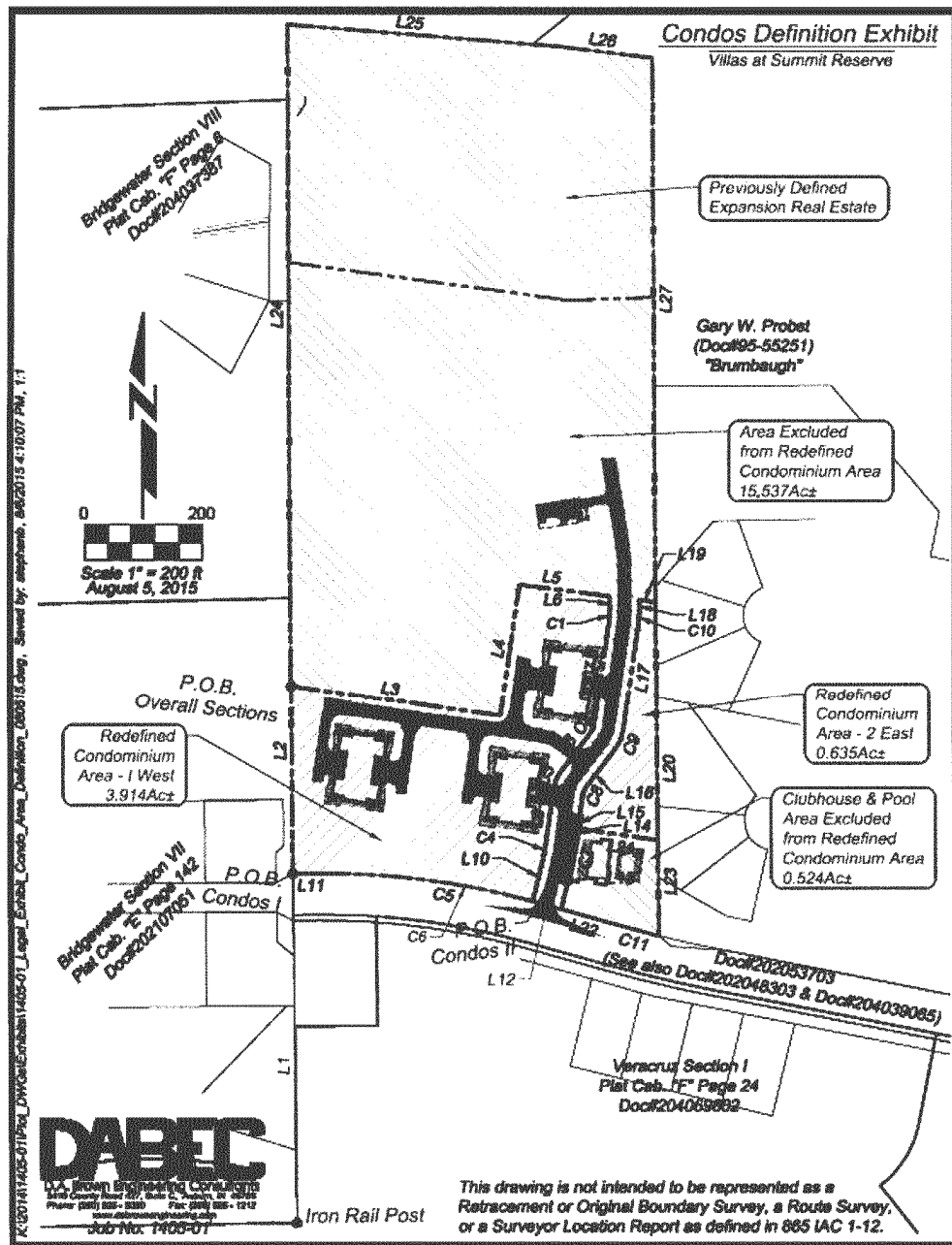
AND ALSO

Units U1-1, U1-2, U1-3, U1-4, U2-1, U2-2, U2-3, U2-4, U5-1, U5-2, U5-3 and U5-4 in the Declaration of Condominium Ownership for Villas at Summit Reserve Condominiums, as recorded in Plat Cabinet F, page 188, and Document No. 2007069255 and in the First Amendment to the Declaration of Condominium Ownership for Villas at Summit Reserve recorded in Plat Cabinet G, page 23, Document No. 2010055707, together with an undivided interest in the common area and limited common area as reserved in the declaration

END OF EXHIBIT "A"

31X7759

EXHIBIT "B" **Redefined Condominium Area Exhibit**



31X7759

Condos Definition Exhibit

Villas at Summit Reserve

Line Table		
Line #	Length	Direction
L1	595.00ft	N00°25'21"W
L2	319.67ft	N00°25'21"W
L3	357.07ft	S81°44'52"E
L4	225.75ft	N08°15'08"E
L5	154.38ft	S82°42'28"E
L6	26.89ft	S00°00'00"E
L7	184.41ft	S08°15'08"W
L8	81.84ft	S37°19'12"W
L9	89.44ft	S08°15'08"W
L10	85.12ft	S13°30'48"W
L11	44.53ft	S89°34'39"W
L12	44.79ft	S74°18'35"E
L13	87.01ft	N13°30'48"E
L14	41.33ft	N08°15'08"E
L15	58.10ft	N08°15'08"E
L16	81.84ft	N37°19'12"E
L17	184.41ft	N08°15'08"E
L18	20.50ft	N00°00'00"E
L19	27.78ft	S82°42'28"E
L20	405.98ft	S00°25'21"E
L21	137.12ft	N81°44'52"W
L22	91.21ft	N74°18'35"W
L23	162.19ft	S00°25'21"E
L24	1124.71ft	N00°25'21"W
L25	456.57ft	S85°23'31"E
L26	164.02ft	S83°05'50"E
L27	925.67ft	S00°25'21"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	10.80ft	75.00ft	8°15'08"	S04°07'34"W	10.79ft
C2	12.68ft	25.00ft	29°04'03"	S22°47'10"W	12.55ft
C3	38.05ft	75.00ft	29°04'03"	S22°47'10"W	37.64ft
C4	6.89ft	75.00ft	5°15'40"	S10°52'58"W	6.88ft
C5	364.56ft	1315.01ft	15°53'02"	N82°28'50"W	363.39ft
C6	369.81ft	1315.01ft	16°06'45"	S82°21'58"E	368.59ft
C7	11.48ft	125.00ft	5°15'40"	N10°52'58"E	11.47ft
C8	12.68ft	25.00ft	29°04'03"	N22°47'10"E	12.55ft
C9	38.05ft	75.00ft	29°04'03"	N22°47'10"E	37.64ft
C10	18.00ft	125.00ft	8°15'08"	N04°07'34"E	17.99ft
C11	80.16ft	2459.32ft	1°52'03"	N75°14'35"W	80.16ft

DABEC
D.A. Brown Engineering Consultants
3479 County Road 427, Suite C, Auburn, WY 83006
Phone: (208) 625-2020 Fax: (208) 625-1212
www.dabrownengineering.com
Job No: 1405-01

END OF EXHIBIT "B"

31X7759

EXHIBIT "C"

Exhibit "C" is the site plan for the Redefined Condominium Area Under this Replacement Declaration, which appears as an 8½ inch by 11 inch drawing on the following page, and as ~~a 24 inch by 36 inch mylar of the same drawing to be recorded with this document.~~ *RLW*
775

31X7759

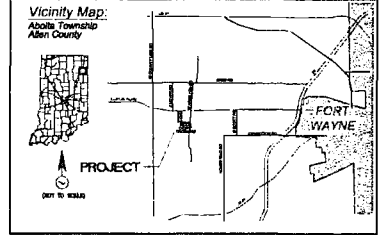
VILLAS AT SUMMIT RESERVE CONDOMINIUMS

ALLEN COUNTY, INDIANA

Developer:
Summit Reserve, LLC.
1020 Woodland Plaza Run
Fort Wayne, IN 46825
Tel: (260) 490-1417

Gary W. Probst
(Doc#95-53251)
"Brumbaugh"

Utility Center, Inc.
d/b/a/ Aqua Indiana, Inc.
Utility Easement
Doc#205082542

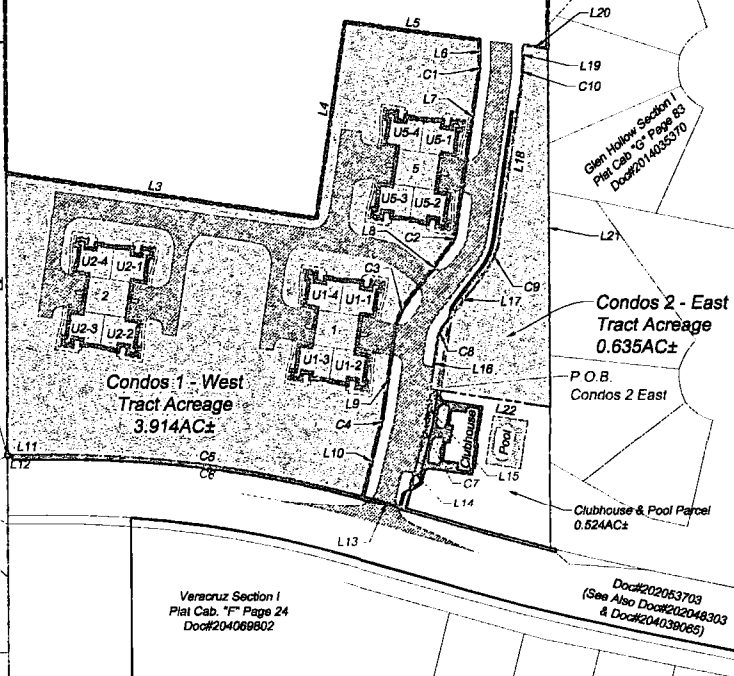


Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	10.80ft	75.00ft	8°15'08"	S04°07'34"W	10.79ft
C2	12.68ft	25.00ft	29°04'03"	S22°47'10"W	12.55ft
C3	38.05ft	75.00ft	29°04'03"	S22°47'10"W	37.84ft
C4	6.89ft	75.00ft	5°15'40"	S10°52'58"W	6.88ft
C5	364.56ft	1315.01ft	15°53'02"	N82°28'50"W	363.39ft
C6	369.81ft	1315.01ft	16°06'45"	S82°21'58"E	368.59ft
C8	12.68ft	25.00ft	29°04'03"	N22°47'10"E	12.55ft
C9	38.05ft	75.00ft	29°04'03"	N22°47'10"E	37.84ft
C10	18.00ft	125.00ft	8°15'08"	N04°07'34"E	17.98ft

Line #	Length	Direction
L1	595.00ft	N00°25'21"W
L2	319.67ft	N00°25'21"W
L3	357.07ft	S81°44'52"E
L4	225.75ft	N08°15'08"E
L5	154.38ft	S82°42'28"E
L6	26.89ft	S00°00'00"E
L7	184.41ft	S08°15'08"W
L8	81.84ft	S37°19'12"W
L9	99.44ft	S08°15'08"W
L10	85.12ft	S13°30'48"W
L11	44.53ft	N89°34'39"E

Line #	Length	Direction
L12	44.53ft	N89°34'39"E
L13	44.79ft	S74°18'35"E
L16	58.10ft	N08°15'08"E
L17	81.84ft	N37°19'12"E
L18	184.41ft	N08°15'08"E
L19	20.50ft	N00°00'00"E
L21	405.96ft	S00°25'21"E
L22	137.12ft	N81°44'52"W

Gary W. Probst
(Doc#95-55251)
"Brumbaugh"



Legal Description:

Existing Condos 1 - West

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone-GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co., LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065); the TRUE POINT OF BEGINNING; Thence North 00 Degrees 25 Minutes 21 Seconds West, a distance of 319.67 feet along the East line of said Bridgewater Section VII; Thence South 81 Degrees 44 Minutes 52 Seconds East, a distance of 357.07 feet; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 225.75 feet; Thence South 82 Degrees 42 Minutes 28 Seconds East, a distance of 154.38 feet; Thence South 00 Degrees 00 Minutes 00 Seconds East, a distance of 26.89 feet to the beginning of a tangent circular arc; Thence Southerly, a distance of 10.80 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 08 Degrees 15 Minutes 03 Seconds, and having a long chord bearing South 04 Degrees 07 Minutes 34 Seconds West and measuring 10.79 feet to the beginning of a tangent line; Thence South 08 Degrees 15 Minutes 08 Seconds West, a distance of 184.41 feet along said line to the beginning of a tangent circular arc; Thence Southwesterly, a distance of 12.68 feet along said circular arc that is concave Westerly, having a radius measuring 25.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing South 22 Degrees 47 Minutes 10 Seconds West and measuring 12.55 feet to the beginning of a tangent line; Thence South 37 Degrees 19 Minutes 12 Seconds West, a distance of 81.84 feet along said line to the beginning of a tangent circular arc; Thence Southwesterly, a distance of 369.81 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 05 Degrees 15 Minutes 40 Seconds, and having a long chord bearing South 10 Degrees 52 Minutes 58 Seconds West and measuring 6.88 feet to the beginning of a tangent line; Thence South 13 Degrees 30 Minutes 48 Seconds West, a distance of 85.12 feet along said line to the beginning of a non-tangent circular arc; Thence Westerly, a distance of 364.56 feet along said non-tangent circular arc (also being the North right-of-way line of Ridge Crest Crossing as referenced above) that is concave Southerly, having a radius measuring 1315.01 feet, having a central angle measuring 15 Degrees 53 Minutes 02 Seconds, and having a long chord bearing North 82 Degrees 28 Minutes 50 Seconds West and measuring 363.39 feet to the beginning of a tangent line; Thence South 89 Degrees 34 Minutes 39 Seconds West, a distance of 44.53 feet along said line to the beginning of a tangent circular arc; Thence Easterly, a distance of 369.81 feet along said circular arc (also being the North right-of-way line of said Ridge Crest Crossing) to the POINT OF BEGINNING, said tract containing 3.914 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

Legal Description:

Existing Condos 2 - East

A tract of land located in the Northwest Quarter of Section 8, T30N, R11E, in Allen County, the State of Indiana, more fully described as follows:

COMMENCING at an Iron Rail Post situated in the Southeast corner of Lot #233 in Bridgewater Section VII as recorded in Allen County Plat Cabinet "E", page 142 (Document #202107051); Thence North 00 Degrees 25 Minutes 21 Seconds West (Indiana State Plane Coordinate System East Zone - GPS Grid Basis of Bearings), a distance of 595.00 feet along the East line of said Bridgewater Section VII to a Rebar stake with cap (Sauer) in the North right-of-way line of Ridge Crest Crossing as conveyed to Oakmont Development Co., LLC in Allen County Document #202053703 (See also Document #202048303 & #204039065); Thence North 89 Degrees 34 Minutes 39 Seconds East, a distance of 44.53 feet along said North right-of-way line to the beginning of a tangent circular arc; Thence Easterly, a distance of 369.81 feet along said circular arc (also being the North right-of-way line of said Ridge Crest Crossing) that is concave Southerly, having a radius measuring 1315.01 feet, having a central angle measuring 16 Degrees 06 Minutes 45 Seconds, and having a long chord bearing South 82 Degrees 21 Minutes 58 Seconds East and measuring 368.59 feet to the beginning of a tangent line; Thence South 74 Degrees 18 Minutes 35 Seconds East, a distance of 44.79 feet along said line (also being the North right-of-way line of said Ridge Crest Crossing); Thence North 13 Degrees 30 Minutes 48 Seconds East, a distance of 87.01 feet to the beginning of a tangent circular arc; Thence Northerly, a distance of 11.49 feet along said circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 05 Degrees 15 Minutes 40 Seconds, and having a long chord bearing North 10 Degrees 52 Minutes 58 Seconds East and measuring 11.47 feet to the beginning of a tangent line; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 41.33 feet along said line to the TRUE POINT OF BEGINNING; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 58.10 feet to the beginning of a tangent circular arc; Thence Northeasterly, a distance of 12.68 feet along said circular arc that is concave Easterly, having a radius measuring 25.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing North 22 Degrees 47 Minutes 10 Seconds East and measuring 12.55 feet to the beginning of a tangent line; Thence North 37 Degrees 19 Minutes 12 Seconds East, a distance of 81.84 feet along said line to the beginning of a tangent circular arc; Thence Northeasterly, a distance of 38.05 feet along said circular arc that is concave Westerly, having a radius measuring 75.00 feet, having a central angle measuring 29 Degrees 04 Minutes 03 Seconds, and having a long chord bearing North 22 Degrees 47 Minutes 10 Seconds East and measuring 37.84 feet to the beginning of a tangent line; Thence North 08 Degrees 15 Minutes 08 Seconds East, a distance of 184.41 feet along said line to the beginning of a tangent circular arc; Thence Northerly, a distance of 18.00 feet along said circular arc that is concave Westerly, having a radius measuring 125.00 feet, having a central angle measuring 08 Degrees 15 Minutes 08 Seconds, and having a long chord bearing North 04 Degrees 07 Minutes 34 Seconds East and measuring 17.98 feet to the beginning of a tangent line; Thence North 00 Degrees 00 Minutes 00 Seconds East, a distance of 20.50 feet along said line; Thence South 82 Degrees 42 Minutes 28 Seconds East, a distance of 27.78 feet; Thence South 00 Degrees 25 Minutes 21 Seconds East, a distance of 405.96 feet along the West line of Glen Hollow Section I as recorded in Allen County Document No. 2014036370 (Plat Cabinet G, page 83); Thence North 81 Degrees 44 Minutes 52 Seconds West, a distance of 137.12 feet to the POINT OF BEGINNING, said tract containing 2.7666 square feet, or 0.635 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

NOTES:

- This property is a part of the Declaration for the Villas at Summit Reserve Condominiums previously recorded in Allen County Document No. 2007068255 (see also Document No. 2010055707 - First Amendment).
- The boundary for this property is based on survey recorded in Allen County Document No. 2006053486 and re-recorded in Document No. 200606233.
- According to flood insurance rate map community panel number 18003C0254G (Map revised August 3, 2009) this property lies in "Zone X" in unshaded "Other Areas". Zone X (unshaded) is defined as "Areas determined to be outside 0.2% annual chance floodplain".
- The Club House, Building #1, Building #2, Building #5, and the drive(s) providing access to those building exist on the property as of the date shown below. The Recorded As-built Information required by Indiana Statute (IC 32-25 Condominiums) may be found as follows: Building #1 - Document No. 2008022531; Building #2 - Document No. 2012031296 (see also Document No. 2012011497); and Building #5 - Document No. 2009037362.
- All park areas, common areas, and block areas are also subject to a blanket utility and surface drainage easement.
- All buried utilities must allow for proposed drainage swale grades as found in plans.

I, the undersigned, hereby certify that I am a Land Surveyor registered in compliance with the laws of the State of Indiana and that to the best of my knowledge and belief this Site Development Plan and legal description accurately describe the proposed Villas at Summit Reserve Condominiums showing the following in compliance with IC 32-25-7-1: the land on which the building units and improvements are to be located, the common areas and facilities, the limited common areas and facilities, and easements affecting the development.

Dated this 5th day of August, 2015.

Signed:
Duane A. Brown
Auburn, IN
INDIANA RLS #LS 80040337

I affirm, under the penalties for perjury, that I have taken reasonable care to read each Social Security number in this document, unless required by law.
Duane A. Brown.

Scale 1" = 100 ft
August 5, 2015

EXHIBIT D
CODE OF BY-LAWS
OF
VILLAS AT SUMMIT RESERVE CONDOMINIUMS
AND OF
VILLAS AT SUMMIT RESERVE HOMEOWNERS ASSOCIATION, INC.

EXHIBIT D
CODE OF BY-LAWS
OF
VILLAS AT SUMMIT RESERVE CONDOMINIUMS
AND OF
VILLAS AT SUMMIT RESERVE HOMEOWNERS ASSOCIATION

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**CODE OF BY-LAWS
OF
VILLAS AT SUMMIT RESERVE CONDOMINIUMS
AND OF
VILLAS AT SUMMIT RESERVE HOMEOWNERS ASSOCIATION**

ARTICLE I

Identification and Applicability

Section 1.01. Identification, Adoption and Definitions. These By-Laws are adopted simultaneously with the execution of a certain Replacement Declaration creating Villas at Summit Reserve Condominiums (hereinafter sometimes referred to as "Villas at Summit Reserve") to which these By-Laws are attached and made a part thereof. The Replacement Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Replacement Declaration shall have the same meaning in these By-Laws and reference is specifically made to section 1 of the Replacement Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Corporation. These By-Laws shall also constitute the By-Laws of the Corporation. These By-Laws are intended to be the amended, restated and replacement by-laws to those that were recorded along with the Original Declaration.

Section 1.02. Name, Principal Office and Resident Agent. The name of the Corporation is Villas at Summit Reserve Homeowners Association, Inc. (hereinafter referred to as the "Corporation"). The post office address of the principal office of the Corporation is 1731 Summit Reserve Drive, Fort Wayne, IN 46814; the name of its Resident Agent shall be kept on file with the Indiana Secretary of State. The location of the principal office of the Corporation, or the designation of its Resident Agent, or both, may be changed at any time or from time to time when authorized by the Board of Directors by filing with the Secretary of State on or before the day any such change is to take effect or as soon as possible after the death of its Resident Agent or other unforeseen termination of its agent.

Section 1.03. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Replacement Declaration, these By-Laws and the Act, and to any rules and regulations adopted by the Board of Directors as herein provided.

ARTICLE II
Meetings of Corporation

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, a meeting of the Owners shall be held for the purpose of electing the Board of Directors (subject to the provisions of Section 3.02 hereof), receiving the annual budget, and for such other purposes as may be necessary or required by the Replacement Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Corporation shall be held at a time and place as determined by the Board of Directors. At the annual meeting the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Directors of the Corporation in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

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

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Corporation shall be held at any suitable place in Allen County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Corporation or the Managing Agent to each member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Corporation or the Managing Agent to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Corporation with its name and address in accordance with Section 8.01 of these By-Laws. Such Mortgagee may designate a representative to attend the meeting. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting and Conduct of Meetings.

(a) **Number of Votes.** On each matter coming before the meeting as to which an Owner is entitled to vote, such Owner shall be entitled to cast a vote equal to the Percentage Interest applicable to such Owner's Condominium Unit.

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

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

(d) **Proxy.** An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to an officer or the Managing Agent (as defined in Section 3.06) of the Corporation prior to the commencement of the meeting.

(e) **Quorum.** Except where otherwise expressly provided in the Replacement Declaration, these By-Laws, the Act or the Indiana statutes applicable to the formation and governance of nonprofit corporations (hereinafter referred to as the "Statute"), the Owners representing twenty percent (20%) of the Percentage Vote shall constitute a quorum at all meetings. The term 20% of Owners or 20% of Percentage Vote, as used in these By-Laws, shall mean the Owners entitled to at least twenty percent (20%) of the Percentage Votes in accordance with the applicable percentage set forth in the Replacement Declaration, as such may be amended from time to time.

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

(1) **Reading of Minutes.** The secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a majority of the Percentage Vote.

(2) **Treasurer's Report.** The Treasurer shall report to the Owners concerning the financial condition of the Corporation and answer relevant questions of the Owners concerning the Common Expenses and Income. If the Annual Meeting is held at the beginning of the year, the Treasurer shall report on the Income and Expenses of the prior fiscal year. If the Annual Meeting is held at the end of the year, the Treasurer will report on the current year's Income and Expenses.

(3) **Budget.** If the Annual Meeting is held at the end of the year, the budget for the upcoming fiscal year shall be presented to the Owners.

(4) **Election of Board of Directors.** Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Corporation or the Managing Agent at least one (1) day prior to the date of the annual meeting. Nominations may also be made from the floor during the Annual Meeting. Voting for the Board of Directors will be by paper ballot if there are more nominees than positions available. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. The foregoing provisions are subject to the provisions of Section 3.02 hereof.

(5) **Other Business.** Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Corporation at least seven (7) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the Percentage Vote.

(6) Adjournment.

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

ARTICLE III
Board of Directors

Section 3.01. Management. The affairs of the Corporation and Villas at Summit Reserve shall be governed and managed by the Board of Directors (herein collectively called "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of no less than three (3) persons and no more than five (5) persons. No person shall be eligible to serve as a Director unless he is, or is deemed in accordance with the Replacement Declaration to be, an Owner. All members of the Board of Directors must be owners in good standing with the Corporation. The Board may engage the services of a manager or managing agent to handle some or all of the affairs of the Corporation in accordance with the Replacement Declaration and By-laws.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be Britt G. Sather, Margaret Stookey and Barbara Hunter (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant or elected according to these By-Laws. Each member of the Initial Board shall be an Owner in accordance with the Replacement Declaration and By-Laws. Notwithstanding anything to the contrary contained in, or any other provisions of, these By-Laws or the Replacement Declaration or the Act or elsewhere (a) the Initial Board shall hold office until a new Board is elected according to these By-Laws. In the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, such vacancy shall be filled according to these By-Laws. The Applicable Date shall be the date of recordation of the Replacement Declaration.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Condominium Unit may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.02 hereof, if the total members of the Board of Directors are three (3), then one (1) member of the Board of Directors shall be elected at each annual meeting of the Corporation. If the total members of the Board of Directors are more than three (3), then up to two (2) members of the Board of Directors shall be elected at each annual meeting. Each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the date of the Replacement Declaration at least one (1) member of the Board of Directors shall be elected for a three (3) year term, at least one (1) member for a two (2) year term, and one (1) member for a one (1) year term so that the terms of at least one-third (1/3) of the Directors shall expire annually. There shall be separate nominations for the office of each Director to be elected at the first meeting after the Applicable Date. Each Director elected shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 3.02 hereof as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05 of this Article III. The Director so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the Percentage Vote at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Villas at Summit Reserve, the maintenance, repair and replacement of the Common Areas and Limited Common Areas (unless the same are otherwise the responsibility or duty of Owners of Condominium Units), the establishment of a budget and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Board, or its Managing Agent, if any, shall carry out the following duties, which include, but are not limited to:

- (a) maintenance, repair and replacement of the Common Areas and Limited Common Areas, unless the same are otherwise the responsibility or duty of an Owner;
- (b) procuring of utilities used in connection with Villas at Summit Reserve, removal of garbage and waste, and snow removal from the Common Areas and Limited Common Areas, as applicable;

(c) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Areas;

(d) surfacing, paving and maintaining private streets, parking areas and sidewalks to the extent the same are part of the Common Area or Limited Common Areas;

(e) to participate in the management of the limited liability company formed to own, manage, and maintain the Villas at Summit Reserve Pool and Clubhouse, at such time as ownership of such limited liability company is turned over to the Corporation and the Villas at Summit Reserve Neighborhood Association, Inc., which is the association for the single-family residential subdivision plat located north of and adjacent to the Property ("Subdivision Association");

(f) assessment and collection from the Owners of Regular Assessments and Special Assessments as defined herein, to account for the Owner's share of the Common Expenses and other expenses as provided herein;

(g) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner prior to the beginning of the new fiscal year.

(h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(i) procuring and maintaining for the benefit of the Owners, the Corporation and the Board the insurance coverages required under the Replacement Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

(j) The maintenance, repair, upkeep and replacement of the Common Area (except as is otherwise the obligation of an Owner), including but not limited to, the maintenance, repair, upkeep and replacement of the following (if located in the Common Area):

(1) Streets;

(2) Signage;

(3) Flowers, plant material, grass and other landscaping;

(4) Irrigation system, if any;

(5) Yard lighting; and

(6) Mailboxes.

(k) Taking such action or performing such tasks as are, in the Board's discretion, beneficial to the Owners.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties; provided, however, except as otherwise provided in Section 25 of the Replacement Declaration, any management agreement shall be terminable by the Corporation for cause upon thirty (30) days written notice and otherwise upon ninety (90) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(b) to purchase, lease or otherwise obtain for the benefit of the Owners or for the Corporation to perform its duties such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, surveyors, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of Villas at Summit Reserve and of the Corporation;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Common Areas and as otherwise necessary for the Board of Directors to perform its duties;

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

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

(g) to promulgate, adopt, revise, amend and alter from time to time such additional rules and regulations with respect to use, occupancy, operation and enjoyment of the Tract, the Common Area (in addition to those set forth in this Replacement Declaration) as the Board, in its discretion, deems necessary or

advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered or mailed to all Owners, and further provided that such rules and regulations are not in conflict with any terms and provisions of the Replacement Declaration or of any rules and regulations adopted by the Corporation; and

(h) to enter into contracts with the Subdivision Association to jointly hire service providers to handle maintenance obligations including but not limited to the snow removal, landscaping maintenance, and trash removal.

(i) to adopt an annual budget for each fiscal year for the purpose of estimating the total amount of Common Expenses for such fiscal year.

Section 3.08. Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00) without the Board amending the budget, after notice to (but not approval of) the Owners, except that in the following cases such amendment and notice shall not be necessary:

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

(b) proposed contracts and proposed expenditures covered in the annual budget; and

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

Section 3.09. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Percentage Vote. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least ten (10) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain

a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Allen County, Indiana, or any of the contiguous counties, as shall be designated in the notice. The President shall act as Chairman and preside over all meetings of the Board.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting or his subsequent consent to the actions taken thereat, shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of Villas at Summit Reserve or the Corporation, unless any such contract shall have been made in bad faith or contrary to the provisions of the Replacement Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of Villas at Summit Reserve or the Corporation and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of Villas at Summit Reserve shall provide that the Board of Directors and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Directors. The Corporation shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Corporation, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Corporation shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, unless it is determined by a majority of the Percentage Vote that such Director was guilty of gross negligence or misconduct. In making such findings and

notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Corporation or statements or advice made by or prepared by the Managing Agent of Villas at Summit Reserve or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Corporation to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.15. Bond. The Board of Directors shall require the Managing Agent, Treasurer, employees, officers and agents handling or responsible for funds of or administered on behalf of the Corporation to have surety bonds indemnifying the Corporation against larceny, theft, embezzlement, forgery, misappropriation, willful misapplication and other acts of fraud or dishonesty in an amount not less than the estimated maximum amount of funds, including reserve funds, in the custody of the Corporation or the Managing Agent, as the case may be, at any given time, but in no event less than a sum equal to three (3) months aggregate assessments on all Condominium Units, plus reserve funds. Such bonds shall also specifically include protection for any insurance proceeds received for any reason by the Board.

The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of employees or similar terms or expressions. The expense of any such bonds, except those maintained by the Managing Agent, shall be a Common Expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Corporation and to all Mortgagees.

Section 3.16. Informed Action of the Board. Action taken by a majority of the Board without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the Board and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

ARTICLE IV **Officers**

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

Section 4.02. Election of Officers. The officers of the Corporation shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a

majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Corporation and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Corporation and to perform such other duties as the Board may from time to time prescribe

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Corporation and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Corporation or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of accounts showing accurately at all times the financial condition of the Corporation and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Corporation. He shall immediately deposit all funds of the Corporation coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Corporation. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 4.07. Assistant Officers. The Board of Directors may, from time to time, designate and elect from among the Owners an Assistant Secretary and an Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, after the close of each fiscal year of the Corporation, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then serving the Corporation, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year. The Board of Directors may elect to have a Certified Public Accountant perform a review or audit of the books. The cost of such review or audit shall be an expense of the Corporation.

Section 5.02. Proposed Annual Budget. Annually, on or before the end of each fiscal year, the Board of Directors shall adopt an annual budget for the next fiscal year estimating the total amount of the Common Expenses for the next fiscal year. Such budget may not increase by more than twenty percent (20%) of the previous annual budget without the approval of a majority of the Owners. A copy of such budget shall be furnished to each Owner at or prior to December 31 of each year. The annual budget as presented to the Owners at the annual meeting of the Corporation shall be the basis for the Regular Assessments (hereinafter defined) during such fiscal year. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of an adequate replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Corporation in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Allen County, Indiana, selected from time to time by the Board. The failure or delay of the Board of Directors to prepare an annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined.

Section 5.03. Regular Assessments. The annual budget as adopted by the Board shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, plus the pool and clubhouse assessments described in Section 5.06, contain an assessment against each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of the assessment against his respective Condominium Unit (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including a contribution to the Corporation's reserve funds and the Regular Overall Assessment as hereinabove provided. The Regular Assessment against each Condominium Unit shall be paid in advance in equal monthly installments, commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the

Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay monthly assessments quarterly, semi-annually or annually, in advance. The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a previous budget and thereafter, before the annual budget and Regular Assessment are finally determined and approved, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his successor as owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Corporation pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

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

Section 5.05. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Common Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. In addition to the lien rights expressed in the Replacement Declaration and By-Laws, each Owner shall be personally liable for the payment of all Regular Assessments and Special

Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make payments of any Regular Assessments and/or Special Assessments, within ten (10) days after any such Regular Assessments and/or Special Assessments (as applicable) are due (with such due dates being set forth in Sections 5.03 and 5.04 herein), the Board, in its discretion may (1) impose a late charge of up to twenty-five percent (25%) of the amount in default, (2) accelerate the entire balance of the budgeted and unpaid Regular Assessments and/or Special Assessments, and any and all fines, charges and late fees, applicable to the current full calendar year and all previous calendar years and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary, and (3) eliminate such Owner's right to vote. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

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

Section 5.06. Pool and Clubhouse Assessments. Included as a part of the Regular Assessment, each Owner shall pay fifty dollars (\$50.00) per month to the Association for pool and clubhouse privileges to the Villas at Summit Reserve Pool and Clubhouse, which is owned by Nor-Czech, LLC, an Indiana limited liability company formed for the ownership, operation

and maintenance of the pool and clubhouse. The pool and clubhouse assessment, comprising a part of the Regular Assessment, mandatory and may not be avoided by an Owner due to the Owner's non-use of the pool and clubhouse. The Association shall pay the pool and clubhouse assessments to Nor-Czech, LLC as same are collected. Nor-Czech, LLC may increase the amount of the pool and clubhouse assessment by a maximum of twenty dollars (\$20.00) per month in any given calendar year to pay for necessary repairs and capital improvements to the pool and clubhouse facilities. Future homeowners in the 36-lot Villas at Summit Reserve Subdivision, a single-family residential plat located north of and adjacent to the Property will also be mandatory members of the Villas at Summit Reserve Pool and Clubhouse, and will be subject to the same mandatory pool and clubhouse assessment. Upon such time as eighty-five percent (85%) of the lots in the Villas at Summit Reserve are sold by the developer thereof, the ownership and control of Nor-Czech, LLC shall be transferred as assigned to the Subdivision Association and to the Corporation for the condominium owners as defined herein. The Subdivision Association shall receive a three-fourths share of the Nor-Czech, LLC and the Corporation shall receive one-fourth. The Subdivision Association and the Corporation shall continue to manage the affairs of the pool and clubhouse thereafter.

Section 5.07. Regular Assessments Prior to Applicable Date. The purpose of this section is to provide for the maintenance and upkeep of Villas at Summit Reserve and for the payment of the Common Expenses during the period prior to the Applicable Date. Accordingly, and notwithstanding any other provision contained in the Replacement Declaration, these By-Laws, the Act or otherwise, prior to the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established solely by the Initial Board.

Payment of the Regular Assessments prior to the Applicable Date with respect to each Condominium Unit that has been subjected to the Replacement Declaration (including those owned by Declarant) shall have commenced on the date of the conveyance of the first Condominium Unit to a new Owner. In addition, at the initial closing of each Condominium Unit, the purchaser or new Owner is required to pay a sum equal to the full Regular Assessment applicable to such Condominium Unit for two (2) months as his initial contribution to the working capital of the Corporation. Such amounts shall be used by the Corporation for Common Expenses. This amount is not an advance payment of Regular Assessments and will not be held in any trust or reserve account. Additionally, at each closing, the purchaser of a Condominium Unit shall pay his pro rata share of the Regular Assessment due in the month of closing. Thereafter, payment of the Regular Assessment shall be made on the first day of each calendar month.

Ten percent (10%) of the Regular Assessment paid prior to the Applicable Date shall be designated as a reserve fund for maintenance, repairs or replacement of Common Areas that must be repaired and replaced on a periodic basis.

That portion of the Regular Assessment collected by the Declarant prior to the Applicable Date applicable to the replacement reserve shall be held by the Initial Board and, if required, applied to the replacement of the Property. To the extent that such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

It is understood that Declarant shall be obligated to pay that portion of the Regular Assessment applicable to an unoccupied Condominium Unit for those Condominium Units which Declarant owns and which are in those portions of Villas at Summit Reserve which from time to time have been submitted by Declarant to the Replacement Declaration.

Section 5.08. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and Limited Common Areas as applicable, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps, and interior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof. In addition, each Owner is responsible for the maintenance, repair and upkeep of the garage door.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant or other occupant or visitor of such Owner, or of an Owner's pet or automobile, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, unless such loss is covered by the Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and become a part of the assessment to which such Owner's Condominium Unit is subject. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Common Areas shall be subject to the rules and regulations adopted from time to time by the Board.

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

fixtures affecting or serving other Condominium Units or any Common Areas or Limited Common Areas.

ARTICLE VI
Restrictions, Entry and Rules and Regulations

Section 6.01. Restrictions on Use. The following restrictions on the use, enjoyment and occupancy of the Condominium Units, Common Areas, Limited Common Areas and the Property shall be applicable to Villas at Summit Reserve and are in addition to those set forth in the Replacement Declaration:

I. **Personal Property**

All personal property, such as lawn chairs, bicycles, tables, etc. must be kept inside the patio or porch area or the garage. Personal property maintained within the patio area may not be visible above the patio fence, the exceptions are BBQ grills, patio umbrellas, and patio tables and chairs.

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without the prior written approval of the Board of Directors. The exceptions are garage keypads and doorbells mounted on the trim inside the garage door jamb that are in the acceptable colors of the beige to sandstone category.

II. **Decorative Items**

A. **Prohibited Items.** Until such time as the Board of Directors has been elected and minimum guidelines for decorative items are established, display of any of the following is not allowed: Wreaths (wall), Bird feeders or bird baths (tree-hanging or freestanding), Wall plaques; Windssocks/wind chimes/decorative flags.

The following items are not permitted in the Common areas, but they are permitted in the Limited Common Area behind the Owners patio fence and should not exceed the fence height; Shepherds hooks, torches, temperature gauges.

The following items are permitted in the Common areas directly adjacent to the homeowners residence; flowers/planters/pots, garden hose hangers/reels (directly attached to the exterior faucet area and in season only), ground/landscaping lights or stepping stones (only approved colors and styles), and garden benches (only by the front door and only in approved colors and styles).

B. **Holiday Decorations.** Front door wreaths, decorations behind the privacy fence, and pine garland and white lights only on the privacy fence are acceptable, only if the decorations do not damage the limited common areas, buildings, gutters or siding.

Decorations may not be displayed before Thanksgiving Day, and must be removed no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines and may not be displayed more than one week before or one week after the holiday.

C. The American Flag. The American Flag may be flown or displayed at anytime following normal flag protocol. The construction of a free-standing flagpole to fly the flag must be approved by the Board of Directors.

III. Flowers/Landscape Plants

A. Flowers. Flowers may be planted inside the patio fence or directly outside the patio fence or veranda in the existing mulched area. These can include annuals, small flowering shrubs and perennials not to exceed the height of the fence. Flowers are not permitted around any tree. Maintenance of the flowers is the responsibility of the Owner and dead flowers are to be removed at the end of the season. Flowers and plant types which are not maintained during the growing season will be removed. The cost of such removal will be billed to the Owner. Potted plants and flowers next to the front door or inside the fence area are permitted. Vegetable plants are not permitted next to front door.

B. Landscape Plants. Any planting of new shrubs outside the patio area must receive prior written approval of the Board of Directors. Variance request forms are available from the sales office. Do not pull any dead shrubs from the landscaping provided by the Association. Please inform the Board of Directors so that replacements can be made.

1. Additional landscape plants which may be considered will be of a species already in use in Villas at Summit Reserve and which, at maturity, will not exceed the height of the patio fence.
2. Any new planting beds will be limited in size by the Board of Directors.
3. New beds must be mulched with matching hardwood.
4. New plants will become the property of the Association, who will provide future mulching, pruning and fertilization. However, should any of the plants die, the Owner is responsible for replacement.

IV. Other Items

A. Prohibited Items. The following items will be strictly prohibited in any Common Area: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, cypress mulch, swing sets, laundry poles or clotheslines, or other such items. Laundry may not be hung over any patio fence (swim suits, towels, rugs, etc., included).

V. Exterior Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board of Directors.

A. Patio Gates. Patio gates may be installed at the Owner's expense using only the approved design and specifications. Copies of the design and specifications are available at the sales office or from the Board of Directors.

B. Storm Doors. Storm doors may be added at the Owner's expense using only the approved design and color. Specific information about approved storm doors may be obtained from the sales office.

VI. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be white, off-white, light beige, tan or light gray on the exterior side.

VII. Signs

Nothing may be hung or displayed from inside the windows except professionally prepared "For Sale" and "For Rent" signs or security system decals, which shall be limited in size and number. No real estate signs are permitted in any Common Area.

VIII. Animals

A. No more than one household domestic pet, not bred or maintained for commercial purposes, may be kept in any Condominium Unit. Pets shall be limited to dogs or cats. However, if an Owner has more than one pet when he or she moves into the Condominium Unit; and, such pets comply with the requirements of the Replacement Declaration, up to two (2) pets may be kept by the Owner.

B. All animals, when outdoors, shall be restrained on a leash not more than eight (8) feet in length. They shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean up of all pet litter.

C. No pet shall be tethered outside in the lawn or Common Area; nor shall any pet be tied to any patio fence.

D. Pet owners may be fined for violation of these policies, at the rate of \$10.00 for the first offense and \$25.00 for each additional offense. If pets become a nuisance, the Board of Directors, at its discretion, may require the removal of such pet(s).

IX. Parking/Vehicles

No boats, trailers, motor homes, motorcycles, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (van conversions/RVs) that

cannot be parked in a garage, will be permitted to park in Limited Common Areas (in front of the garage) for not more than forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. Commercial moving vans, when conducting contract business, and commercial trucks when in the area to perform service or repair work are an authorized exception to this restriction.

Resident parking must be; (a) within the garage, (b) in the Limited Common Area in front of the garage door, and (c) on the side drive in such a manner so as not to block any other residents access to the garage or street. Visitors may also park in the areas listed above. Parking is permitted in the "turn around" areas as long as it does not impede any other homeowners access to their driveway or garage.

Inoperable vehicles (with flat tires, unlicensed or expired license tags, etc.), or vehicles which cannot be identified as belonging to an Owner or a resident, which are parked in any Common Area or Limited Common Areas for more than forty-eight (48) consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Limited Common Areas or Common Area except for short-term emergency work (flat tire, battery charge, etc.).

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the garage belonging to such Owner. The speed limit within the community is 14 mph. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

X. Trash Collection

Trash collection regulations require that trash containers not be set out prior to 5:00 p.m. the day preceding collection, and the containers must be picked up and put away by 9:00 p.m. the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal.

All trash for collection must be set out at the main street, next to the driveway. Trash containers, when not set out for collection, must be kept inside the garage. Residents will be responsible for clean-up of trash spillages from the containers.

XI. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Corporation as a planned community activity.

XII. Utilities

Owners are responsible for maintenance and payment of their own gas, electric, cable television, telephone, and for calling to initiate service on the date of possession.

Water and sewage utilities are paid for by the Corporation as part of the Common Expenses.

XII. Condominium Sales

Any Owner who sells his or her Condominium Unit is responsible for:

A. Making certain the Managing Agent is aware of ownership changes at the time a closing date is established.

B. Making certain all condominium dues are current.

C. Making certain new owners receive the Replacement Declaration, Bylaws

and Rules and Regulations.

XIV. Condominium Rentals

(A) No Owner may rent or lease his Condominium Unit for transient or hotel purposes.

(B) Any Owner who leases a Condominium Unit shall lease the entire Condominium Unit for at least a six (6) month period and shall have a written lease and such lease shall provide that the lease is subject to the provisions of the Replacement Declaration, the By-Laws and the Rules and Regulations as adopted by the Board of Directors and any failure of the lessee to comply with the terms of such documents shall be a default under the lease. A copy of the lease shall be delivered to the Corporation or Managing Agent.

XV. Amendments

These policies and guidelines may be subject to change from time to time at the discretion and by a majority vote of the Board of Directors.

For specifics on any of the above issues please refer to your Condominium Association By Laws or contact the Board of Directors.

XVI. Sex Offender Prohibitions. No Condominium Unit may be sold to, owned or occupied, either on a permanent or temporary basis, by a person meeting the definition of a "sex offender", "sex or violent offender" and/or "sexually violent predator" as defined under Indiana Law, as amended.

Section 6.02. Compliance with Covenants, Conditions and Restrictions. Every Owner, mortgagee, lessee or other occupant of a Condominium Unit shall comply strictly with the covenants, conditions and restrictions set forth in this Replacement Declaration, with the By-Laws and with the Rules and Regulations in relation to the use and operation of the Tract. A violation committed by any persons residing in, occupying or visiting a Condominium Unit at the behest or with the implied or express permission of the Owner or any other occupant of the

Condominium Unit, or committed by any agent, employee, business invitee, or contractor of the Owner or of any person occupying a Condominium Unit, shall be attributed to that Condominium Unit and the Owner thereof. Failure to comply with any of said covenants, conditions and/or restrictions shall be grounds for withdrawal by the Board of Directors of privileges with respect to the use of any of the Common Areas by any defaulting Owner and by his tenants, invitees, guests and all members of his family and/or his tenant's family. The Board may also prohibit any Owner from entering into any new lease of his Condominium Unit with anyone so long as he is in default in the performance of any of his obligations under the Replacement Declaration, By-Laws, or Rules and Regulations. An action seeking a declaratory judgment, the recovery of sums due for damages, or injunctive relief, or any or all of them may be maintained by the Board of Directors or by an interested party who has obtained the prior written consent of the Board of Directors against any Owner, or any person entitled to occupy a Condominium Unit who refuses to comply or threatens to refuse to comply with any provisions of this Replacement Declaration, the By-Laws, the Rules and Regulations, or any other document establishing ownership or control over any part of the Tract. One or more Owners may bring a class action on behalf of all Owners.

After giving not less than 10 days prior written notice to an Owner who has not complied, and after giving such party the opportunity to be heard by the Board of Directors, the Board of Directors shall have the right to impose a fine for the second violation attributable to a particular owner in a calendar year against that Owner and the Condominium Unit in which such Owner holds an ownership interest. For a third violation attributable to the same Owner in the same calendar year (whether or not this third violation involves the same term or provision of the above-described condominium instruments as the first or second violations), the Board of Directors, after giving the above-described notice and opportunity to be heard, may levy a fine against that Owner and the Condominium Unit in which such Owner holds an ownership interest. For the fourth and every subsequent such violation of said condominium instruments by the same Owner in the same calendar year (whether these violations involve the same provisions as the previous violations), the Board of Directors, after giving the above-described notice and opportunity to be heard, may levy a fine against that Owner and the Condominium Unit in which such Owner holds an ownership interest in double the amount of the fine for the immediately preceding violation in that calendar year.

All fines described above, any fines imposed by the Board of Directors and any and all expenses incurred by the Corporation in enforcing any of the terms and provisions of the condominium instruments, including reasonable attorney's fees, may be levied as a special assessment against the Owner in question and his Condominium Unit.

Any action brought by the Corporation hereunder may be brought in its own name, in the name of its Board of Directors or in the name of the Managing Agent. In any case of flagrant or repeated violation by an Owner, he may be required by the Board of Directors to give sufficient surety or sureties for his future compliance with the covenants, conditions and restrictions contained in this Replacement Declaration and with the By-Laws and Rules and Regulations.

Section 6.03. Right of Entry. All Owners and occupants of a Condominium Unit shall be deemed to have granted the right of entry thereto to the Declarant, the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Condominium Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Condominium Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.04. Right of Board to Adopt Rules and Regulations. The Board may promulgate and adopt such additional rules and regulations regarding the operating of the Property, including but not limited to the use of the Common Areas and Limited Common Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners. Such rules may further restrict the provisions contained in these By-Laws.

ARTICLE VII **Amendment to By-Laws**

Section 7.01. Subject to any contrary, overriding or superseding provisions set forth herein or in the Replacement Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Replacement Declaration, as set forth in section 18 of the Replacement Declaration. Notwithstanding anything to the contrary contained herein or in the Replacement Declaration, there shall be no amendment of the Replacement Declaration or these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

ARTICLE VIII **Mortgages**

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

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any (i) default in the performance by its borrower of any obligations (including payment of Assessments) of such borrower under the Replacement Declaration or these By-Laws which is not cured within thirty (30) days; (ii) any condemnation or casualty loss that affects a material portion of the project or the Unit securing such Mortgagee's Mortgage; (iii) a lapse, cancellation or material modification of any insurance policy maintained by the Corporation; and (iv) any proposed action that requires the consent of a specified percentage of Mortgagees. Any Mortgagee shall have the right to inspect the books and records of the Corporation during normal business hours.

A guarantor or insurer of a Mortgage may, upon written request to the Corporation giving the Corporation its name and address, receive from the Corporation any notice that would be given to a Mortgagee.

Section 8.02. Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for nor shall the Condominium Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

ARTICLE IX

Miscellaneous

Section 9.01. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 9.02. Personal Interests. No member of the Corporation shall have or receive any earnings from the Corporation as a result of being an officer or director of the Corporation except a member may receive principal and interest on moneys loaned or advanced to the Corporation as provided in the Statute. Any member may also receive reimbursement of reasonable expenses incurred on behalf of the Corporation, as approved by the Board of Directors.

Section 9.04. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the President, the Treasurer, or an authorized representative of the Property Management

Company. Any one of the documents heretofore mentioned in this section for use outside the ordinary course of business of the Corporation or any notes or bonds of the Corporation shall be executed by and require the signature of the President and Secretary.

Section 9.05. Contracts, Checks, Notes, Etc. Upon the written request from any entity that has an interest or prospective interest in any Condominium Unit, the Corporation shall prepare and furnish to such entity within a reasonable time a financial statement of the Corporation for the immediately preceding fiscal year.

VILLAS AT SUMMIT RESERVE HOMEOWNERS
ASSOCIATION, INC.

By: Barbara Hunter
Printed: Barbara Hunter
Title: Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared Barbara Hunter, by me known and by me known to be a/the Secretary of Villas at Summit Reserve Homeowners Association, Inc., who acknowledged the execution of the foregoing "Code of By-Laws of Villas at Summit Reserve Condominiums and of Villas of Summit Reserve Owners Association, Inc." on behalf of said corporation.

Witness my hand and Notarial Seal this 25 day of August, 2015.

Margaret Stokoy
Notary Public

Printed Signature: Margaret Stokoy

My Commission Expires: 5-10-2017

My County of Residence: Allen



This instrument prepared by Patrick R. Hess, Attorney at Law, Beckman Lawson LLP, 200 East Main Street, Suite 800, Fort Wayne, Indiana 46802.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Patrick R. Hess.

END OF EXHIBIT "D"

Exhibit D-27