

**RESTATEMENT OF THE  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF  
SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.  
AS AMENDED THROUGH DECEMBER 31, 2003**

THIS DECLARATION, is made on the date hereafter referenced by the **Sherwood Green Homeowners Association, Inc.** ("Declarant"), and shall be upon the following terms and conditions:

WITNESSETH:

WHEREAS, Declarant is the successor to Southwest Building Company, Inc. ("Southwest");

WHEREAS, Southwest developed certain real property in Monroe County, Indiana, commonly known as Sherwood Green Condominiums ("Sherwood Green"), which real property is more particularly and legally described on **Exhibit A**, attached hereto and incorporated herein;

WHEREAS, Southwest originally filed the Sherwood Green Declaration of Covenants, Conditions and Restrictions in Miscellaneous Book 85, Pages 421-452 on or about February 5, 1974 in the Office of the Recorder, Monroe County, Indiana;

WHEREAS, Southwest prepared Restatements of the Declaration of Covenants, Conditions and Restrictions of Sherwood Green Homeowners Association on or about September 19, 1975 and again on or about November 13, 1980;

WHEREAS, the above-referenced Restatements dated September 19, 1975 and November 13, 1980 do not appear to have been formally recorded;

WHEREAS, Declarant desires to update the Declaration of Covenants, Conditions and Restrictions of Sherwood Green Homeowners Association with this Restatement ("Declaration" or "Restatement");

WHEREAS, Declarant has the authority to amend said Declaration of Covenants, Conditions and Restrictions of Sherwood Green Homeowners Association with the written consent of not less than seventy-five percent (75%) of the Lot Owners of Sherwood Green (i.e., one hundred ninety-four (194) of the total two hundred fifty-eight (258) Lot Owners), which written consent is attached hereto as **Exhibit B**;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, assessments, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the subject real property and shall be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**  
**DEFINITIONS**

Section 1. "Association" shall mean and refer to the Sherwood Green Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or lots which are a part of the real property described in Exhibit A, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a "Member" of the Association.

Section 3. "Real Property" shall mean and refer to that certain real property described in Exhibit A.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners and designated as such on any recorded plat of the Real Property, excluding there from the numbered Lots and named, public dedicated streets.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Real Property with the exception of the Common Area, and identified by number or other such designation.

Section 6. "Declarant" shall mean and refer to the Sherwood Green Homeowners Association, Inc., its successors and assigns.

Section 7. "Mortgagee" shall mean the institutional holder of a first mortgage or equivalent lien on any Lot or Lots.

Section 8. "Limited Common Areas" shall mean patios, porches, balconies, driveways, and overhangs attached to and contiguous with a Lot, and they are hereby reserved to the exclusive use of the Owner of such Lot to the exclusion of all other Owners, but they shall be deemed for all other purposes to be Common Areas.

Section 9. "Dwelling Unit" shall mean the living unit erected upon each Lot Owner's Lot.

**ARTICLE II**  
**PROPERTY RIGHTS**

**Section 1. Owners' Easement of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against said Owner's Lot remains unpaid; and for a period not to exceed Sixty (60) days for any infraction of the Association's published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all Owners agreeing to such dedication or transfer and thereafter recorded.

**Section 2. Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws, such Owner's right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside within the Dwelling Unit upon said Owner's Lot.

**Section 3. Association's Easement for Maintenance and Repair.** The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, shall have an easement to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party wall.

**Section 4. Utilities, Public Officials, Association Officials.** There is hereby created a blanket easement upon, across, over and under all of the subject Real Property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity and master television antenna systems. By virtue of this easement, it shall be expressly permissible for the providing electrical service and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls of dwelling units. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company or personnel selected by the Association to enter in or cross over the Common Area and any

Lot and Dwelling Unit to perform the duties of maintenance and repair of the Dwelling Units, Lots or Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and improved by the Declarant or thereafter approved by the Association's Board of Directors. The easements provided for in this Article II shall in no way affect any other recorded easement on said premises.

Section 5. Easements for Encroachment. If any part of the Common Area encroaches upon any Lot or building thereon, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. If any part of any Lot of the building thereon encroaches upon the Common Area, or upon another Lot or Lots, a valid easement for such encroachment shall and does exist. In the event that any building upon a Lot in the subject Real Property shall be partially or totally destroyed and then rebuilt, minor encroachment of the building upon the Common Area, or other Lots, including, but not limited to eaves and roof over-hangs, then valid easements for such encroachments and maintenance thereof shall exist.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership shall automatically transfer with the transfer of fee simple title to any Lot and the membership rights of the transferor shall also be transferred.

Section 2. The Association shall, effective as of the date of this Restatement, have a single class of voting membership consisting of the Owners. Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one (1) Lot.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual or monthly assessments or charges; (b) special assessments for capital improvements; and (c) special assessments as may otherwise be provided herein; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such Lot(s) at the time when the assessment fell due. The personal obligation for delinquent assessments shall

not pass to such Lot Owner's successors in title unless expressly assumed by them. The term "monthly" assessment as used herein shall refer to an amount which is one-twelfth (1/12) of the "annual" assessment. Nothing in this Declaration shall prohibit the proper authority from assessing charges at an annual rate and expressing such assessment in terms of monthly payments, rates or assessments. The lien created by the assessment pursuant to this Declaration shall be a charge on the subject Lots and shall be a continuing lien upon the Lots against which each such assessment is made except as may otherwise be provided herein.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the subject Real Property and for the improvement and maintenance of the Common Area and for other purposes as specifically provided herein.

Section 3. Maximum Monthly Assessment.

- (a) As of the date of this Restatement, the current monthly assessment for each Lot is in the amount of Ninety-Eight Dollars (\$98.00) per month.
- (b) The maximum monthly assessment may be increased each year in an amount not more than five percent (5%) above the monthly assessment for the previous year by the Association's Board and without any further vote of the Owners. Any increase in excess of five percent (5%) shall require the consent of the Owners as described below in Sections 4 and 5.
- (c) The Board of Directors may fix the monthly assessment each year at an amount not in excess of the maximum amount set forth above.
- (d) The annual assessment shall be computed by multiplying the monthly assessment by twelve.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including gestures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of their proxies entitled to cast sixty percent (60%) of all the votes held by all Owners shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the

required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Each Mortgagee shall be entitled to the same notice as an Owner pursuant to the terms of this Article.

Section 6. Due Date of Annual Assessments. The monthly pro-rata share of the annual assessment provided for herein as to each Lot shall be due on the first day of each month. Such monthly payments shall be known as the monthly assessment. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of each calendar year period. Written notice of annual and special assessments shall be sent to Owner subject thereto. The due dates for all other assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 7. Effect of Nonpayment of Assessments – Remedies of the Association. If any assessment or monthly installment of such assessment, if applicable, is not paid on the date when due (pursuant to Section 6 of this Article), then the entire unpaid annual assessment shall become delinquent and shall become, together with such interest and cost of collection thereof, as hereinafter provided, a continuing lien on the relevant Lot(s), binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum. Moreover, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the subject Lot(s), or both. In the event of such action, the Association shall be entitled to the collection of its costs, including reasonable attorney fees, incurred in its efforts to collect said assessments.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Any Mortgagee taking title to and the right of possession of a Lot by foreclosure or by assignment or deed-in-lieu of foreclosure or any purchaser at a foreclosure sale shall take said Lot free and clear of any claim for unpaid assessments and charges accruing prior to the time said Mortgagee takes title to the Lot except that said Lot shall be subject to the lien of assessment resulting from pro rata reallocation of such unpaid charges and assessments accruing after the Mortgagee has taken title to a Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Collection by Mortgagee. Nothing in this Declaration shall be construed as prohibiting any first Mortgagee from collecting the assessments due as a part of, or in addition to, any monthly payment due the Mortgagee, provided any Mortgagee collecting assessments from any Owner shall pay said assessments to the Association when they become due.

## ARTICLE V EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements, (such exterior maintenance shall not include glass surfaces, screens and screen doors, exterior door and window fixtures and other hardware and patios.)

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or invitees, as determined by the Board of Directors of the Association, and not covered or paid for by insurance on such Lots, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

## ARTICLE VI PARTY WALLS

Section 1. General Rules of Laws to Apply. Each wall which is built as a part of the original construction of the dwelling units upon the Real Property and placed on the dividing lines between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of Law regarding party walls and liability of property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless such repair or maintenance is caused by the negligent or willful acts or omissions of a sharing Owner in which case, such Owner shall be solely responsible for said repair or maintenance.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of the Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to Contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any portion of the Real Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VIII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one or more of the covenants or restrictions contained herein by judgment or court order shall in no manner affect or invalidate any other covenant or provision not invalidated by such judgment or court order.



Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Real Property, for a term of ten (10) years from the date this Declaration is recorded, and after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended only by an instrument signed by at least seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation of Additional Property. Additional Property may be brought within the jurisdiction of the Association or made subject to the provisions of this Declaration in the manner provided herein. Such annexation of additional Property shall require the assent of two-thirds (2/3's) of the Owners at a meeting duly called for this purpose, written notice of which shall be sent to all Owners not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of Owners or of proxies entitled to cast sixty percent (60%) of the votes of all such Owners shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum a such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that two-thirds (2/3's) of the Owners are not present in person or by proxy, Owners not present may give their written consent to the action taken at any such meeting. Provided that any such annexation shall consist of improvements which will be of comparable quality in construction as the existing Dwelling Units and that the density of the amended Dwelling Units will be no greater than the density of the existing Dwelling Units and provided further that any such annexation will not adversely affect the value of the existing Dwelling Units nor adversely affect the use of recreational facilities which serve the existing Dwelling Units.

## ARTICLE IX USE RESTRICTIONS

Section 1. Residential Use. Said Real Property is hereby restricted to dwellings for residential use. Notwithstanding anything to the contrary contained in this paragraph, the Board of Directors of the Association may erect or authorize the erection of a maintenance and storage building of such design and on such location as to be, to the extent reasonably practicable, harmonious in external design and location in relation to surrounding structures and topography, for the purpose of storing maintenance equipment and other property of the Association. All buildings or structures erected upon said Real Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Real Property and no subsequent buildings or structures other than Dwelling Units, being single family Dwelling Units joined together by a common exterior roof and foundation, where appropriate, shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any portion of said Real Property at any time as a residence either temporarily or permanently.

Section 2. Separate Estate. Each Lot shall be conveyed as a separately designated freehold estate subject to the terms, conditions, and provisions hereof and of the plat.

Section 3. Declarant's Facilities. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain upon such portion of the Real Property such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the maintenance and upkeep of the Dwelling Units, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and they are reasonable in size and number. The decision of the Board of Directors of the Association with regard to the reasonableness of the size, type and number of pets shall be final.

Section 5. Signs. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the Real Property, nor shall said Real Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatever shall be conducted in any Dwelling Unit or in any portion of said Real Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents, successors and assigns in furtherance of its powers and purposes as herein set forth.

Section 6. Outside Equipment. No clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be permitted upon the Real Property. All rubbish, trash or garbage shall be regularly removed from the Real Property and individual Dwelling Units, and shall not be allowed to accumulate thereon.

Section 7. Landscape. Except in the individual patio areas appurtenant to a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said Real Property except such as are installed in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors or their designated representatives. Except for the right of ingress and egress, the Owners of Lots are hereby prohibited and restricted from using any of said Real Property outside the exterior Dwelling Unit lines, patio and carport areas, or any other part of the Common Areas, except as may be expressly allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Lots and is necessary for the protection of said Owners.

Section 8. Exterior Maintenance. Maintenance, upkeep and repairs of any patio, screens and screen doors, exterior doors and window fixtures, and other hardware shall be the sole responsibility of the individual Owner of the Lot appurtenant thereto and not in any manner the responsibility of the Board of Directors of the Association. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and all exteriors and roofs of the Dwelling Units, including but not limited to, recreation and parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representative.

Section 9. Interior Maintenance. All fixtures and equipment installed within a Dwelling Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Dwelling Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair the structural soundness or integrity of another Dwelling Unit or impair any easement of hereditament, nor do any act nor allow any condition to exist that will adversely affect the other Dwelling Units or their Owners.

Section 10. Antenna and Satellite Dishes. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennas or satellite dishes of any sort shall be placed, allowed or maintained upon any portion of the Dwelling Unit or other improvements to be located upon the Lots or Common Area, nor upon any structure situated upon the Lots or Common Area other than an aerial for a master antenna or dish system, should any such master system or systems be utilized and require any such exterior antenna or dish

Section 11. Equal Standing. No action shall be taken by the Association or its Board of Directors that would, in any manner, discriminate against any Owner or Owners in favor of another Owner or Owners. All such actions taken by the Association or its Board of Directors shall be for the mutual benefit of all Owners.

Section 12. Leases. Any lease agreement between an Owner and any lessee shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association, and any rules or regulations promulgated there under, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

## ARTICLE X INSURANCE

Section 1. Each Owner, and the Association shall carry fire and extended coverage insurance on their respective property interests. Specifically, the Association shall carry such insurance on the Common Areas. Each Owner shall carry fire and extended coverage insurance on said Owner's Dwelling Unit, including the exterior, as required by the Association (and further described in the By-Laws or any amendment thereto). Moreover, each Owner agrees to abide by any rules and regulations hereafter

adopted by the Association governing, among other things, the minimum amounts of insurance required, the procedures for paying the premiums for such required insurance and any insurance terms or provisions that the Association believes to be reasonably necessary so that the Association can assure: (1) that all Common Areas and all Dwelling Units are adequately insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto; and/or (2) to assist and simplify the coordination of insurance coverage between the Owners and the Association including the requirement that each Owner be required to purchase fire and extended coverage insurance from the same insurance company that carries the Association's insurance policies. In the event that the Association determines that any Dwelling Unit on any Lot within the Real Property is not covered by fire and extended coverage in compliance with the rules and regulations of the Association then the Association shall have the right, but not the obligation, to secure said insurance on behalf of any such Lot and to charge the cost of any such premium therefore as part of the monthly assessment against any such Lot.

Section 2. The Board of Directors of the Association shall also have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem appropriate, workmen's compensation insurance, and other liability insurance as it may deem appropriate, insuring each Owner and the Association, its Board of Directors, and any of its employees or agents from liability in connection with the Common Area. Where agreeable to the insurer all liability insurance policies shall contain cross-liability endorsements to cover liability of the Owners collectively to an Owner individually.

Section 3. Each Owner shall have the right to purchase any additional insurance that such Owner deems necessary and shall be responsible for all insurance on said Owner's Dwelling Unit and on the contents thereof, additions and improvements thereto and decorating and furnishing and personal property therein, and personal property stored elsewhere on or about the Lot or Dwelling Unit, and personal liability to the extent not covered by the liability insurance for all Owners obtained as a part of the common expenses as above provided.

Section 4. Casualty and Restoration. In the event of damage or destruction of any of the property or improvements thereon ("property"), then the Association shall cause such damaged or destroyed property to be promptly repaired and restored. The proceeds of the insurance carried by the Association and Owner covering their respective obligations hereunder shall be applied to such repair and restoration. In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the provision that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized in writing by the Board of Directors. The Board of Directors shall

advertise for sealed bids with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such property. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged property in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such property to make up any deficiency, except that the special assessment shall be levied against all Owners, as provided in this Declaration, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a Dwelling Unit. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective Mortgagees and Owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such Dwelling Units. Such payments shall be made to all such Owners and their Mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any home or other property covered by insurance written in the name of an individual Owner, said Owner shall, with concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the Dwelling Unit in a good and workmanlike manner in conformance with the original plans and specifications of said Dwelling Unit. In the event such Owner refuses or fails to so repair and build any and all such damage to the exterior of the Dwelling Unit within sixty (60) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such Dwelling Unit in a good and workmanlike manner in conformance with the original plans and specifications of the home. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same identical to that provided above in this Declaration securing the payment of assessments; and subject to foreclosures as above provided. Provided, however, that nothing contained in this Article and Declaration shall operate to entitle any Owner whose Lot is subject to the lien of a Mortgagee to priority with respect to any distribution to such Owner of any insurance proceeds except as may be provided by agreement between the Owner and his Mortgagee.

## ARTICLE XI PROFESSIONAL MANAGEMENT

Section 1. Requirement for Professional Management. The Common Areas shall at all times be managed by a qualified professional management service or agency. For the purposes of this Article, the Declarant is deemed to be a qualified professional management service. Said professional management service shall perform its duties under contract with the Association, provided that any such contract shall not exceed one (1) year and may be renewable by agreement of the parties for successive one (1) year periods. Such contract must contain a provision for termination by the Association of the services of the professional management service for cause upon thirty (30) days written notice thereof.

Section 2. Duties. Any professional management service shall be responsible for the management and maintenance of the Common Areas and facilities, collection of assessments, payment of charges to the Association, within the budget adopted by the Association, and such other duty as may from time to time be contracted for by the Association.

Section 3. Continuation of Services. In the event that any contract with any professional management service or agency shall be terminated for cause, or otherwise, the Association shall immediately undertake to enter into a subsequent contract for professional management services as set forth in this Article. In the event that a replacement professional management service has not been contracted with to assume the duties of the terminated professional management service immediately upon the termination of the prior contract, then, in that event, the Association will send written notice of such fact to all Mortgagees of which it has notice.

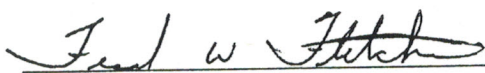
Section 4. Management by Association. The Association may not assume self-management of the Common Areas and facilities except upon vote of two-thirds (2/3's) of the Owners.

The undersigned persons, executing this Restated Declaration, representing all members of the Board of Directors of the Sherwood Green Homeowners Association, in connection with the written consent of not less than seventy-five percent (75%) of the Owners of Lots within the subject Sherwood Green Real Property, as evidenced by a total of two hundred and two (204) Lot Owner signatures (attached hereto as Exhibit B) of two hundred fifty-eight (258) total Lots, equaling seventy-nine percent (79%) of all Lots, represent that they have the authority to execute this Restated Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Restated Declaration to be made and fully executed this 30<sup>th</sup> day of January 2004.

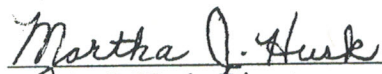
**SHERWOOD GREEN HOMEOWNERS  
ASSOCIATION, INC.**

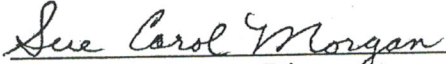
  
Barbara J. Light, Director

  
Fred W. Fletcher, Director

  
Mary D. Carter, Director

  
Brenda Strauss, Director

  
Martha J. Husk, Director

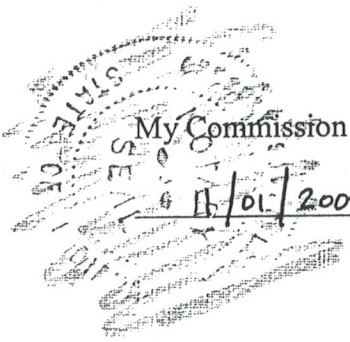
  
Sue Carol Morgan, Director

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MONROE     )

Before me, a Notary Public in and for said County and State, personally appeared Barbara J. Light, Mary D. Carter, Martha J. Husk, Fred W. Fletcher, Brenda Strauss and Sue Carol Morgan representing all Board Members of the Sherwood Green Homeowners Association each of whom acknowledged the execution of the foregoing Restated Declaration for and on behalf of the Declarant.

WITNESS my hand and Notarial Seal this 30<sup>TH</sup> day of JANUARY, 2004.

My Commission Expires:  
11/01/2009

A circular notary seal for Gregory Scott Lauer, Notary Public, State of Indiana. The seal is partially obscured by the text and a signature. The text "My Commission Expires: 11/01/2009" is written over the seal.

Gregory Scott Lauer  
Notary Public

GREGORY SCOTT LAUER  
Written Name

**LEGAL DESCRIPTION SUMMARY**  
(Actual legal descriptions attached hereto)

All of the subject real estate is located in part of the North half of the Northeast Quarter of Section 16, Township 8 North, Range 1 West, in Perry Township, Monroe County, Indiana, as more particularly described in the plat cabinets located in the office of the Recorder of Monroe County as follows:

<b><u>Phase Description</u></b>	<b><u>Plat Cabinet/Page Number</u></b>	<b><u>Acreage Included</u></b>
Phase I	B-190	9.823
Phase II – Section 1	B-196	4.267
Phase II – Section 2A	B-208	0.811
Phase II – Section 2B	B-208	0.667
Phase II – Section 2C	B-212	0.442
Phase II – Section 2D	B-212	2.890
Phase II – Section 2E	B-215	0.572
Phase II – Section 2F	B-219	0.345
Phase II – Section 2G	B-217	2.813
Phase II – Section 2H	B-226	0.440
Phase II – Section 2I	B-235	0.433
Phase II – Section 2J	B-236	0.432
Phase II – Section 2K	B-237	0.390
Phase II – Section 3	B-201	4.978
Phase III – Section 1	B-225	2.834
Phase III – Section 2	B-231	9.104
Phase IV – Building 54	B-278	1.250
Phase IV – Building 55	B-271	0.770
Phase IV - Building 61	B-273	0.640
Phase IV – Building 61	B-270	0.640
Phase IV - Section 1A	B-247	0.859
Phase IV – Section 1B, Building 64	B-254	0.477
Phase IV – Section 1C	B-249	0.572
Phase IV – Section 1D, Building 58	B-254	0.431
Phase IV – Section 1E, Building 59	B-264	0.4112
Phase IV – Section 1F, Building 56	B-263	0.639
Phase IV – Section 2B, Building 60	B-264	0.4378
Phase IV – Section 2C, Building 63	B-261	0.566
Phase IV – Section 2L, Building 62	B-269	0.979
Phase IV – Section 2L, Building 62	B-267	0.979

All of the above being subject to easements and rights-of-ways of record.

**EXHIBIT A**





212  
ASE 2, SECTION 2C

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RANGING THENCE S. 69° 49' 16" W., 1273.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 61° 33' 16" E., 1204.16 FEET, THENCE SOUTHWESTERLY 61.00 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 167° 04' 00"; THENCE S. 26° 33' 16" E., 34.87 FEET; THENCE S. 63° 26' 42" W., 30.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE S. 34° 33' 16" E., 177.25 FEET, THENCE SOUTHEAST-ERLY 32.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 26° 54' 43"; THENCE S. 69° 51' 36" W., 107.11 FEET; THENCE N. 00° 04' 36" W., 79.72 FEET; THENCE N. 16° 46' 16" W., 62.00 FEET; THENCE NORTHEASTERLY 72.75 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 211 FEET AND A CENTRAL ANGLE OF 15° 43' 00"; THENCE N. 63° 24' 42" E., 2.90 FEET TO THE POINT OF BEGINNING, CONTAINING 6.142 ACRES.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON \_\_\_\_\_ THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

*Lee Utt*  
LEE UTT  
REGISTERED LAND SURVEYOR INDIANA #5000



A. M. 9:30 P. M.

JUL 30 1976

*Paul M. Wade*  
RECORDER  
MONROE CO., IND.

212  
SE 2, SECTION 2D

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RANGING THENCE S. 69° 49' 16" W., 1273.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 61° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CENTERLINE OF BUCKINGHAM, THENCE S. 61° 33' 16" E., 542.16 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE S. 69° 29' 23" E., 64.31 FEET; THENCE SOUTHWESTERLY 61.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 111.00 FEET AND A CENTRAL ANGLE OF 26° 54' 43"; THENCE S. 69° 51' 36" W., 107.11 FEET; THENCE N. 00° 04' 36" W., 79.72 FEET; THENCE N. 16° 46' 16" W., 62.00 FEET; THENCE NORTHEASTERLY 72.75 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 15° 43' 00"; THENCE N. 63° 24' 42" E., 2.90 FEET TO THE POINT OF BEGINNING, CONTAINING 6.078 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON \_\_\_\_\_ THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

*Lee Utt*  
LEE UTT  
REGISTERED LAND SURVEYOR INDIANA #5000



PHASE 2, SECTION 2 E  
B-215

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RANGING THENCE S. 69° 49' 16" W., 1273.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 61° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CENTERLINE OF BUCKINGHAM, THENCE S. 69° 29' 23" E., 64.31 FEET; THENCE S. 69° 51' 36" W., 107.11 FEET; THENCE N. 00° 04' 36" W., 79.72 FEET; THENCE N. 16° 46' 16" W., 62.00 FEET; THENCE NORTHEASTERLY 72.75 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 15° 43' 00"; THENCE N. 63° 24' 42" E., 2.90 FEET TO THE POINT OF BEGINNING, CONTAINING 6.078 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 7/21/1976 THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

*Lee Utt*  
LEE UTT  
REGISTERED LAND SURVEYOR INDIANA #5000



PHASE 2, SECTION 2 F  
B-219

LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RANGING THENCE S. 69° 49' 16" W., 1273.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 61° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CENTERLINE OF BUCKINGHAM, THENCE S. 69° 29' 23" E., 64.31 FEET; THENCE S. 69° 51' 36" W., 107.11 FEET; THENCE N. 00° 04' 36" W., 79.72 FEET; THENCE N. 16° 46' 16" W., 62.00 FEET; THENCE NORTHEASTERLY 72.75 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 15° 43' 00"; THENCE N. 63° 24' 42" E., 2.90 FEET TO THE POINT OF BEGINNING, CONTAINING 6.078 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 11/11/1977 THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

*Lee Utt*  
LEE UTT  
REGISTERED LAND SURVEYOR INDIANA #5000



RECORDED  
A. M. \_\_\_\_\_ P. M. 3:16

MAY 19 1977

*Paul M. Wade*  
RECORDER  
MONROE CO., IND.

REAL ESTATE TRANSFER

*John W. Davis*  
Auditor Monroe County, Ind.

PHASE 2, SECTION 2 G  
B-217

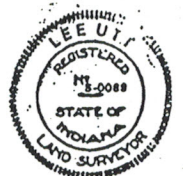
LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RANGING THENCE S. 69° 49' 16" W., 1273.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 61° 33' 16" E., 1204.16 FEET, THENCE SOUTHWESTERLY 61.00 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 167° 04' 00"; THENCE S. 26° 33' 16" E., 34.87 FEET; THENCE S. 63° 26' 42" W., 30.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, THENCE SOUTHEAST-ERLY 32.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 70 FEET AND A CENTRAL ANGLE OF 26° 54' 43"; THENCE S. 69° 51' 36" W., 107.11 FEET; THENCE N. 00° 04' 36" W., 79.72 FEET; THENCE N. 16° 46' 16" W., 62.00 FEET; THENCE NORTHEASTERLY 72.75 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 211 FEET AND A CENTRAL ANGLE OF 15° 43' 00"; THENCE N. 63° 24' 42" E., 2.90 FEET TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 15° 43' 00"; THENCE N. 63° 24' 42" E., 2.90 FEET TO THE POINT OF BEGINNING, CONTAINING 6.018 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 3/21/1977 THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

*Lee Utt*  
LEE UTT  
REGISTERED LAND SURVEYOR INDIANA #5000



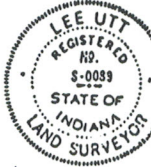
LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTH CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 23° 14' E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CORNER OF BUCKINGHAM, THENCE S. 88° 26' 28" W., 263.27 FEET; THENCE S. 1 14° E., 376.52 FEET; THENCE N. 00° 24' 42" E., 67.00 FEET; THENCE 41° 33' 16" E., 264.00 FEET TO THE POINT OF BEGINNING OF THIS DEE; THENCE CONTINUING S. 01° 31' 10" E., 187.00 FEET; THENCE S. 00° 1 111.00 FEET; THENCE NORTHEASTERLY 51.24 FEET ALONG A CURVE TO THE SAID CURVE HAVING A RADIUS OF 69.00 FEET AND A CENTRAL ANGLE OF 33 THENCE N. 31° 24' 43" E., 113.98 FEET; THENCE N. 01° 23' 18" W., FEET; THENCE N. 00° 25' 42" E., 66.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES.

SLAVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON Feb 14, 78, THAT ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

Lee Utt  
REGISTERED LAND SURVEYOR INDIANA



LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 00° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 00° 20' 28" W., 100.00 FEET; THENCE S. 00° 25' 23" E., 0.53 FEET; THENCE S. 00° 25' 23" E., 74.70 FEET; THENCE SOUTHWESTERLY 16.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 00° 00' 00"; THENCE S. 42° 03' 10" E., 120.13 FEET; THENCE N. 70° 20' 42" E., 42.27 FEET; THENCE N. 43° 50' 13" W., 00.53 FEET; THENCE N. 17° 04' 20" W., 00.00 FEET; THENCE N. 00° 24' 20" W., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.42 ACRES.

RIGHT-OF-WAY FOR BUCKINGHAM

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 00° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CENTERLINE OF BUCKINGHAM, THENCE S. 00° 20' 28" W., 441.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 00° 20' 28" W., 100.00 FEET; THENCE S. 00° 25' 23" E., 0.53 FEET; THENCE N. 00° 25' 23" E., 74.70 FEET; THENCE S. 00° 25' 23" E., 00.50 FEET; THENCE N. 01° 24' 20" W., 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 2-14-78, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

Lee Utt  
REGISTERED LAND SURVEYOR INDIANA #50000



LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 00° 33' 16" E., 1000.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S. 00° 24' 42" E., 810.00 FEET; THENCE S. 01° 23' 18" W., 317.50 FEET; THENCE S. 00° 51' 30" W., 870.44 FEET; THENCE N. 00° 20' 28" W., 00.00 FEET; THENCE N. 10° 30' 00" E., 78.72 FEET; THENCE N. 00° 24' 42" E., 237.00 FEET; THENCE NORTHEASTERLY 100.00 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 30° 00' 00"; THENCE N. 32° 24' 42" E., 34.94 FEET; THENCE N. 31° 23' 16" W., 24.67 FEET; THENCE NORTHEASTERLY 41.00 FEET ALONG A CURVE TO THE RIGHT TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 30° 00' 00", CONTAINING 4.170 ACRES.

RIGHT-OF-WAY OF WESTMINSTER HWY

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 00° 33' 16" E., 1000.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 00° 24' 42" E., 30.00 FEET; THENCE SOUTHWESTERLY 44.74 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 30° 00' 00"; THENCE S. 30° 23' 18" E., 211.00 FEET; THENCE SOUTHWESTERLY 94.30 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 43° 40' 47"; THENCE S. 07° 12' 20" W., 3.96 FEET; THENCE S. 00° 21' 30" W., 66.00 FEET; THENCE N. 00° 12' 20" W., 11.00 FEET; THENCE NORTHEASTERLY 63.07 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 43° 40' 47"; THENCE N. 30° 23' 18" E., 147.24 FEET; THENCE N. 02° 24' 42" E., 20.00 FEET; THENCE N. 30° 23' 18" W., 24.67 FEET; THENCE NORTHEASTERLY 41.00 FEET ALONG A CURVE TO THE RIGHT TO THE POINT OF BEGINNING, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 30° 00' 00", CONTAINING 0.412 ACRES.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON DEC. 23, 1978, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

Lee Utt  
REGISTERED LAND SURVEYOR INDIANA #50000



LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 00° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CORNER OF BUCKINGHAM, THENCE S. 00° 20' 28" W., 100.00 FEET; THENCE S. 00° 25' 23" E., 0.53 FEET; THENCE S. 00° 25' 23" E., 74.70 FEET; THENCE SOUTHWESTERLY 16.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 00° 00' 00"; THENCE S. 42° 03' 10" E., 120.13 FEET; THENCE N. 70° 20' 42" E., 42.27 FEET; THENCE N. 43° 50' 13" W., 00.53 FEET; THENCE N. 17° 04' 20" W., 00.00 FEET; THENCE N. 00° 24' 20" W., 20.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY 170.45 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 70° 10' 42"; THENCE S. 00° 20' 28" W., 441.11 FEET; THENCE SOUTHWESTERLY 40.27 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 10° 01' 30"; THENCE N. 00° 04' 50" E., 100.00 FEET; THENCE N. 07° 23' 16" W., 67.90 FEET; THENCE N. 01° 33' 16" W., 100.97 FEET; THENCE N. 10° 30' 00" W., 00.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.200 ACRES.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 2-14-78, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

Lee Utt  
REGISTERED LAND SURVEYOR INDIANA #50000



LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 00° 33' 16" E., ON THE CENTERLINE OF SAID HWY 844.00 FEET TO THE CORNER OF BUCKINGHAM, THENCE S. 00° 20' 28" W., 441.00 FEET; THENCE S. 00° 25' 23" E., 0.53 FEET; THENCE S. 00° 25' 23" E., 74.70 FEET; THENCE SOUTHWESTERLY 16.00 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 211.00 FEET AND A CENTRAL ANGLE OF 00° 00' 00"; THENCE S. 42° 03' 10" E., 120.13 FEET; THENCE N. 70° 20' 42" E., 42.27 FEET; THENCE N. 43° 50' 13" W., 00.53 FEET; THENCE N. 17° 04' 20" W., 00.00 FEET; THENCE N. 00° 24' 20" W., 20.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTHWESTERLY 170.45 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 120.00 FEET AND A CENTRAL ANGLE OF 70° 10' 42"; THENCE S. 00° 20' 28" W., 441.11 FEET; THENCE SOUTHWESTERLY 40.27 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 10° 01' 30"; THENCE N. 00° 04' 50" E., 100.00 FEET; THENCE N. 07° 23' 16" W., 67.90 FEET; THENCE N. 01° 33' 16" W., 100.97 FEET; THENCE N. 10° 30' 00" W., 00.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.200 ACRES.

SURVEYOR'S CERTIFICATE

I, LEE UTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAN CORRECTLY REPRESENTS A SURVEY COMPLETED BY ME ON 2-14-78, THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

Lee Utt  
REGISTERED LAND SURVEYOR INDIANA #50000



LEGAL DESCRIPTION

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 01° 33' 16" E., 600.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 00° 24' 42" E., 177.00 FEET; THENCE S. 01° 23' 18" E., 100.00 FEET; THENCE N. 00° 24' 42" E., 6.00 FEET TO A TANGENT POINT ON A CURVE; THENCE NORTHEASTERLY 120.27 FEET ALONG SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 10° 30' 00"; THENCE N. 77° 24' 42" E., 200.17 FEET; THENCE S. 01° 23' 18" E., 220.00 FEET; THENCE S. 00° 44' 50" W., 810.00 FEET; THENCE N. 01° 23' 18" W., 320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.204 ACRES, MORE OR LESS.

RIGHT-OF-WAY OF WESTMINSTER HWY

PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PENNY TOWNSHIP, HOWARD COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE NORTHEAST CORNER OF SAID HALF QUARTER SECTION AND RUNNING THENCE S. 00° 47' 16" W., 1,173.27 FEET TO THE CENTERLINE OF WESTMINSTER HWY, THENCE S. 01° 33' 16" E., 600.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N. 00° 24' 42" E., 30.00 FEET; THENCE S. 01° 23' 18" E., 220.16 FEET; THENCE S. 00° 44' 50" W., 20.00 FEET; THENCE N. 01° 23' 18" W., 320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.214 ACRES, MORE OR LESS.





PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERRY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERRY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERRY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

SURVEYOR'S CERTIFICATE  
WIT, HERETY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA...

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA...

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA...

129743

129742

140427

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERRY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERRY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

PART OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERRY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA...

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA...

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS  
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA...

DAILY ENTERED FOR TAXATION OCT 9 1982

OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERCY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

B-264  
PHASE II  
SECTION 2B  
BLDG. 60

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RANGING THENCE S. 89° 47' 15" E., (ASSUMED BEARING) ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION, 354.75 FEET; THENCE S. 00° 29' 45" E., 440.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S. 29° 45' E., 163.20 FEET; THENCE S. 85° 28' 10" W., 182.92 FEET; THENCE S. 22° 07' 03" E., 300.36 FEET TO A POINT ON A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 130.00 FEET; THENCE ALONG SAID CURVE TO THE SOUTHWEST, AN ARC DISTANCE OF 46.94 FEET TO THE POINT OF TANGENCY, SAID DESCRIBED COURSE HAVING A CHORD BEARING OF S. 78° 35' 04" E., AND AN ARC DISTANCE OF 46.64 FEET; THENCE S. 89° 47' 15" E., 20.54 FEET TO POINT OF BEGINNING. CONTAINING 0.4112 ACRES, AND BEING SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYOR'S CERTIFICATE

I, LEE VTT, HEREBY CERTIFY THAT I AM A LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAN REPRESENTS A SURVEY COMPLETED BY ME ON May 5, 1980 THAT ALL THE MONUMENTS SHOWN THEREON ACTUALLY EXIST; AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE ACCURATELY SHOWN.

LEE VTT, LICENSED LAND SURVEYOR  
INDIANA #80089

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAN HAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON, AS FOLLOWS:

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD May 5, 1980  
Richard J. Zabel  
PRESIDENT  
Tim A. Mueller  
SECRETARY  
APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD December 28, 1982  
Frank H. Hunsom  
CHAIRMAN  
Richard J. Zabel  
MEMBER  
MEMBER

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERCY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

B-269  
PHASE IV  
SECTION 2C  
BLDG. 62

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RANGING THENCE S. 00° 28' 15" E., 435.39 FEET ALONG THE NORTH LINE THEREOF TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S. 00° 28' 15" E., 214.76 FEET ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF SHERWOOD GREEN FIELDS; THENCE S. 89° 47' 15" E., 157.94 FEET; THENCE LEAVING SAID SOUTH LINE AND BEARING S. 84° 04' 11" E. FOR 206.17 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF WATERLOO COURT, SAID POINT BEING ON A CURVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS S. 24° 04' 11" E., 130.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 37.25 FEET TO A POINT WHICH BEARS S. 49° 18' 04" W., 130.00 FEET FROM SAID SHERWOOD CORNER; THENCE LEAVING SAID SOUTH PROPERTY LINE OF WATERLOO COURT AND BEARING S. 49° 18' 04" W., 130.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.3716 ACRES AND BEING SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYOR'S CERTIFICATE

I, NORMAN H. EISELMAN, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAN IS TRUE AND CORRECT AND REPRESENTS A SURVEY COMPLETED BY ME ON Feb 11, 1983

NORMAN H. EISELMAN  
REGISTERED  
No. 50461  
INDIANA  
LAND SURVEYOR

NORMAN H. EISELMAN, LICENSED LAND SURVEYOR, INDIANA #80441

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON, AS FOLLOWS:

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD MAY 5, 1980  
Richard J. Zabel  
PRESIDENT  
Timothy A. Mueller  
SECRETARY  
APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD March 4, 1983  
Frank H. Hunsom  
CHAIRMAN

LEGAL DESCRIPTION

OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERCY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

B-261  
PHASE IV  
SECTION 2C  
BLDG 63

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RANGING THENCE S. 89° 47' 15" E., (ASSUMED BEARING) ON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION, 354.75 FEET; THENCE S. 00° 29' 45" E., 440.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S. 29° 45' E., 163.20 FEET; THENCE S. 85° 28' 10" W., 182.92 FEET; THENCE S. 22° 07' 03" E., 300.36 FEET TO A POINT ON A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 130.00 FEET; THENCE ALONG SAID CURVE TO THE SOUTHWEST, AN ARC DISTANCE OF 46.94 FEET TO THE POINT OF TANGENCY, SAID DESCRIBED COURSE HAVING A CHORD BEARING OF S. 78° 35' 04" E., AND AN ARC DISTANCE OF 46.64 FEET; THENCE S. 89° 47' 15" E., 20.54 FEET TO POINT OF BEGINNING. CONTAINING 0.4112 ACRES, AND BEING SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS OF WAY OF RECORD.

LEGAL DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 8 NORTH, RANGE 1 WEST, IN PERCY TOWNSHIP, MONROE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

B-267  
PHASE IV  
SECTION 2C  
BLDG 62

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION AND RANGING THENCE S. 00° 28' 15" E., 435.39 FEET ALONG THE NORTH LINE THEREOF TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING S. 00° 28' 15" E., 214.76 FEET ALONG SAID NORTH LINE TO THE SOUTHWEST CORNER OF SHERWOOD GREEN FIELDS; THENCE S. 89° 47' 15" E., 157.94 FEET; THENCE LEAVING SAID SOUTH LINE AND BEARING S. 84° 04' 11" E. FOR 206.17 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF WATERLOO COURT, SAID POINT BEING ON A CURVE TO THE SOUTHWEST, THE RADIUS POINT OF WHICH BEARS S. 24° 04' 11" E., 130.00 FEET; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 37.25 FEET TO A POINT WHICH BEARS S. 49° 18' 04" W., 130.00 FEET FROM SAID SHERWOOD CORNER; THENCE LEAVING SAID SOUTH PROPERTY LINE OF WATERLOO COURT AND BEARING S. 49° 18' 04" W., 130.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.3716 ACRES AND BEING SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYOR'S CERTIFICATE

I, NORMAN H. EISELMAN, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA; THAT THIS PLAN IS TRUE AND CORRECT AND REPRESENTS A SURVEY COMPLETED BY ME ON Feb 11, 1983

NORMAN H. EISELMAN  
REGISTERED  
No. 50461  
INDIANA  
LAND SURVEYOR

NORMAN H. EISELMAN, LICENSED LAND SURVEYOR, INDIANA #80441

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON, AS FOLLOWS:

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD April 4, 1977  
Richard J. Zabel  
PRESIDENT  
Timothy A. Mueller  
SECRETARY  
APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD January 14, 1980  
Frank H. Hunsom  
CHAIRMAN  
Timothy A. Mueller  
MEMBER  
Richard J. Zabel  
MEMBER

RECORDED  
MAY 25 1985

RECORDED  
MAY 25 1985

CERTIFICATE OF APPROVAL BY COMMISSION AND BOARD OF WORKS UNDER THE AUTHORITY PROVIDED BY CHAPTER 174 - ACTS OF 1947 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAN WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON, AS FOLLOWS:

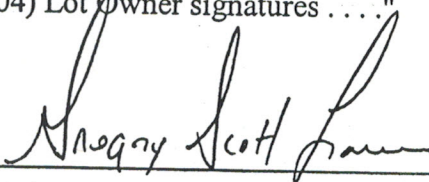
APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD MAY 5, 1980  
Richard J. Zabel  
PRESIDENT  
Timothy A. Mueller  
SECRETARY  
APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD March 4, 1983  
Frank H. Hunsom  
CHAIRMAN

**AFFIDAVIT OF CORRECTION OF SCRIVENER'S ERROR  
AS TO RESTATEMENT OF THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF SHERWOOD GREEN  
HOMEOWNERS ASSOCIATION, INC. AS AMENDED  
THROUGH DECEMBER 31, 2003**

Comes now, Gregory Scott Lauer, first being duly sworn upon his oath, and states as follows:


1. I am an adult, above the age of twenty-one (21) years old, practicing law at 1919 N. Dunn Street, Bloomington, Indiana, and make this Affidavit on the basis of my personal knowledge.
2. That I prepared the Restatement of the Declaration of Covenants, Conditions and Restrictions of Sherwood Green Homeowners Association, Inc. as Amended Through December 31, 2003 ("Restatement") which Restatement I caused to be recorded in the Office of the Recorder of Monroe County, Indiana on February 13, 2004 as **Instrument Number 2004002889**.
3. That a typographical error exists in the conclusion of said Restatement, on page fourteen (14), regarding the written number of Lot Owner signatures attached as Exhibit B to the Restatement. The pertinent language reads ". . . as evidenced by a total of two hundred and two (204) Lot Owner signatures . . . ."
4. That the numeric (204) is correct and the written reference should mirror the numeric reference so that the pertinent language, but for the typographical error, should read ". . . as evidenced by a total of two hundred and four (204) Lot Owner signatures . . . ."

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Signature

STATE OF INDIANA, COUNTY OF MONROE ) SS:

Before me, a Notary Public, personally appeared the within named Gregory Scott Lauer, this 5th day of April, 2004, who executed the foregoing in my presence and acknowledged the truth of the statements contained therein.

  
\_\_\_\_\_  
DEBRA W MOORE, Notary Public  
A Resident of Monroe County, IN

My Commission Expires:

10/29/07

RESTATEMENT OF THE CODE OF BY-LAWS OF  
SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.

AS AMENDED THROUGH MAY 20, 2003

INTRODUCTION

These Restated By-Laws ("By-Laws") of the Sherwood Green Homeowners Association, Inc. ("Association") are adopted to assist with the governance of the real property known as Sherwood Green Condominiums, legally described per separate descriptions in the plat cabinets located in the office of the Recorder of Monroe County as indicated on **Exhibit A**, which exhibit is attached hereto and incorporated herein. This Restatement of By-Laws is effective as of the date shown above and adopted consistent with the terms for amendment as stated in the original By-Laws and subsequent restatements thereto by a vote of not less than seventy-five percent (75%) of the Owners present at that certain special meeting, called for the purpose of amending the By-Laws and approving this Restatement of By-Laws, as indicated by the signature page attached hereto as **Exhibit B**, which occurred at the Sherwood Green Condominiums Clubhouse on the 20<sup>th</sup> day of May, 2003.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted in light of the Declaration of Covenants, Conditions and Restrictions of Sherwood Green Homeowners Association, Inc., as amended ("Declaration"). The 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 provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Definitions.

- (a) "Association" shall mean and refer to the Sherwood Green Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or lots which are a part of the real property described in Exhibit B, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a "Member" of the Association.



- (c) "Real Property" shall mean and refer to that certain real property described in Exhibit B and is sometimes commonly referred to herein as "Sherwood Green."
- (d) "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners and designated as such on any recorded plat of the Real Property, excluding there from the numbered Lots and named, public dedicated streets.
- (e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Real Property with the exception of the Common Area, and identified by number or other such designation.
- (f) "Declarant" shall mean and refer to the Sherwood Green Homeowners Association, Inc., its successors and assigns.
- (g) "Mortgagee" shall mean the institutional holder of a first mortgage or equivalent lien on any Lot or Lots.
- (h) "Limited Common Areas" shall mean patios, porches, balconies, driveways, and overhangs attached to and contiguous with a Lot, and they are hereby reserved to the exclusive use of the Owner of such Lot to the exclusion of all other Owners, but they shall be deemed for all other purposes to be Common Areas.
- (i) "Dwelling Unit" shall mean the living unit erected upon each Lot Owner's Lot.

Section 1.03. Individual Application. All Owners, future Owners, tenants, future tenants, or their families, guests and invitees, or any other person that might use or occupy a Lot or any part of the Real Property, or of any other real property or land annexed to the Real Property per the terms of the Declaration, shall be subject to the rules, restrictions, terms and conditions set forth in these By-Laws.

## ARTICLE II Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of common expenses and assessments and for such other purposes as may be required by the Declaration and these By-Laws.

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

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of at least twenty-five percent (25%) of the Owners. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Monroe County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Substitute Annual Meeting. If the annual meeting shall not be held on the day designated by the By-Laws, a substitute annual meeting may be called in accordance with the provisions of Section 2.04 of this Article. A meeting so called shall be designated and treated for all purposes as the annual meeting.

Section 2.06. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast the number of votes on each matter coming before the meeting which is equal to the vote to which the Owner is entitled as provided in the Declaration (one (1) vote per each Lot owned).

(b) Multiple Owner. Where the Owner of a Lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Lot. At the time of acquisition of title to a Lot by a multiple owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association a proxy appointing one of such persons or partners as the voting representative for such Lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, such appointment is rescinded by an order of a court of competent jurisdiction, or the subject Lot which forms the basis of the vote is conveyed. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings

pursuant to paragraph (d) of this Section 2.06, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Lot.

(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 shall cast the vote to which the corporation is entitled.

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

(e) Quorum and Majority. Except as otherwise expressly provided in the Declaration or these By-Laws, the Owners representing ten percent (10%) of the Owners, in person or by proxy, shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the vote of a majority of the Owners present in person or by proxy at a meeting at which a quorum shall be present and any such majority of vote shall be binding upon all Owners of Lots for all purposes except where a higher percentage vote is required in the Declaration, these By-Laws or by law.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association who 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.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.

(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 Association at least ten (10) days prior to the date of the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which such Owner is entitled for as many nominees as are to be elected; however, the Owner shall not be entitled to cumulate votes. Those

persons receiving the highest number of votes shall be elected. All voting for election of the members of the Board of Directors shall be conducted by secret written ballot.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Association or Managing Agent at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote present at said meeting.

(6) Adjournment.

### ARTICLE III Board of Directors

Section 3.01. The affairs of the Association and Sherwood Green shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of at least three persons. No person shall be eligible to serve as a Director unless said person is an Owner.

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

Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. Directors shall hold office for a term of one (1) year or until their successors have been duly elected and qualified.

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 3.04 of this Article III.

Section 3.04. Removal of Directors. A Director or Directors, may be removed with or without cause by majority vote of those present at a special meeting of the Owners duly called and constituted. In such case, a 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 or until a successor is duly elected and qualified.

Section 3.05. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Sherwood Green, the maintenance, upkeep and replacement of the Common Areas, and the collection and disbursement of the Common Expenses and assessments. These duties include, but are not limited to:

- (a) protection, surveillance, repair and replacement of the Common Areas;
- (b) procuring of utilities used in connection with Sherwood Green, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating and furnishing of the Common Areas, the exterior of the Dwelling Units, garages and walls;
- (d) surfacing, paving and maintaining streets, parking areas and sidewalks;
- (e) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses and assessments;
- (f) preparation of an annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses and assessments; all records and vouchers shall be available for examination by an Owner at any time during normal business hours. All records and vouchers shall also be available for examination by the holder of any first mortgage lien on any unit or units at any time during normal business hours.

Section 3.06. 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 or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) to purchase, for the benefit of the Owners such equipment, materials, labor and service as may be necessary in the judgment of the Board of Directors;
- (c) to procure on behalf of the Owners fire and extended coverage insurance covering the Dwelling Units and other improvements to the full replacement value thereof (the cost of which each such Owner shall be responsible) and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;

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

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

(f) to consent to amendments to the Declaration as therein provided;

(g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property;

(h) to open and maintain a bank account or accounts in the name of the Association.

Section 3.07. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than Ten Thousand Dollars (\$10,000.00) without obtaining the prior approval of a majority of Owners, except in the following cases:

(a) contracts for replacing or restoring portions of the 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 expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.08. Compensation. No Director(s) shall receive any compensation for any service provided on behalf of the Association except to such extent as he or she may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 3.09. 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 each such meeting.

Section 3.10. Special Meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is being called. Such meeting shall be held at such place and at such time within Monroe County, Indiana, as shall be designated in the notice.

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 shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 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 Association 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 Association shall indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the 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 the Association. Every contract made by the Board shall provide that the Board of Directors, in executing such contract, is acting as agent for the Association and shall have no personal liability thereunder.

Section 3.14. Additional Indemnity of Directors. The Association shall indemnify any person, their heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that said person is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by said person 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, if it shall be found by a majority of the Owners that such Director was not 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 their duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made or prepared by the Managing Agent of Sherwood Green or any office or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association 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 said Director failed or neglected to attend a meeting or meetings of the Board of Directors.

Section 3.15. Bond. The Board of Directors shall require any or all officers and employees of the Association handling or responsible for Association funds to be covered by an adequate bond. The premiums on such bonds shall constitute a Common Expense.

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

#### ARTICLE IV Officers

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

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and a 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 Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as the President may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The 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 the Vice President 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 Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provision 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 Association and such other duties incident to the office of Treasurer. The Treasurer shall be the legal custodian of all monies, notes, securities and other valuables that may from time to time come into possession of the Association. The Treasurer shall immediately deposit all funds of the Association coming into the Treasurer's hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account(s) in the name of the Association.

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

Section 4.08. Compensation. No officer shall receive compensation from the Association for acting as such.

## ARTICLE V Assessments

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall engage an independent certified public accountant to provide an agreed upon procedures report that will satisfy the Board as to the accuracy and integrity of the Association's financial activity and condition as stated by the Association. The necessary agreed upon procedures shall be determined by the Board, in conjunction with the advice and recommendations of the independent certified accountant. Copies of any such agreed upon procedures report(s) shall be furnished to each Owner.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses and assessments for the ensuing year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments.

(a) The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses and assessments in the ensuing year as set forth in

said budget, contain a proposed assessment against each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Lot (herein called the "Regular Assessment"). Immediately following the adoption of the annual budget, each holder of a first mortgage lien on any unit or units, if known to the Association, shall be given written notice of the assessment against the respective Lot on which such holder may hold a first mortgage lien. The Regular Assessment against each Lot shall be paid in equal monthly installments, commencing on the first day of February of such calendar year and on the first day of each calendar month thereafter through and including the following January 1. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors, or Managing Agent. The Regular Assessment for the year shall become a lien on each separate Lot as of February 1 of each calendar year.

(b) The Common Expenses shall include, but are not limited to, the following:

(1) the expenses, costs and charges incurred in connection with the administration, operations and management of the Association, Common Areas, including equipment and facilities ("facilities") located upon said Common Areas;

(2) the cost of maintenance, repair, replacement and restoration of the Common Areas and facilities, or any part thereof;

(3) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of the Declaration;

(4) such amounts as the Board of Directors may deem proper for the convenience, comfort and well being of the Owners, and for the operation, management, and maintenance of the Real Property, including, without limitation, an amount for working capital of the Association, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year;

(5) such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all or less than all Owners of any Dwelling Unit whose Owner has elected to sell or lease such Dwelling Unit or of any Dwelling Unit which is to be sold at a foreclosure or other judicial sale;

(6) in proper cases, the cost of administration and of maintenance and repair of the Limited Common Areas and facilities upon such Limited Common Areas, if any, and

(7) any other expense lawfully agreed upon.

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 or the Declaration, 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 Lot in a uniform manner (hereinafter referred to as a "Special Assessment").

Section 5.05. Commencement of Assessments for Annexations. The Regular Assessment of the Owners of Lots in any additional tract or any phase thereof that is annexed to Sherwood Green pursuant to Article VIII, Section 4, of the Declaration shall commence within one month after filing of the supplemental declaration annexing such land, or upon conveyance of any Lot contained in such annexed land, whichever shall occur first.

Section 5.06. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Regular, Interim 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, Interim or Special Assessment when due, a lien for such Assessment on the Owner's Lot may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. In any action to foreclose the lien for Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular, Interim or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular, Interim or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Lot.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair to the improvements and other facilities within or on such Owner's Lot, which, if neglected, would affect the value of the Real Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, appliances, gas lines, telephones, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Lot.

The Association, in the performance of its maintenance duties, may, from time to time, make use of the external water outlets and faucets on the various units, provided, however, that the Association may do so only if it provides monitoring for the amount of water used and reimburses the Owner whose outlet or faucet is used for the amount of water consumed by the Association in the performance of its duties within ninety (90) days from the date or dates of use.

**ARTICLE VI**  
**Restriction on Use**

Section 6.01. The following restrictions on the use and enjoyment of each Lot, the Common Areas, and the Real Property shall be applicable to Sherwood Green and in addition to those set forth in the Declaration and recorded plats. These are as follows:

- (a) All Lots shall be used exclusively for residential purposes and the occupancy for a single family.
- (b) No additional buildings shall be erected or located on the Real Property other than the buildings designated in the Declaration and shown on the original plans.
- (c) Nothing shall be done or kept in or upon any Lot or in the Common Areas that will cause an increase in the rate of insurance on any building or the contents thereof. No Owner shall permit anything to be done or kept in or upon said Owner's Lot or in the Common Areas which will result in a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste shall be committed on any Lot or Common Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any building, and no sign, awning, canopy, shutter, radio or television antenna, satellite dish or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any building without the prior written consent of the Board.
- (f) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas, except that small dogs, cats or customary household pets may be kept on a Lot, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. No pet shall be allowed to roam the Real Property without being attached to a leash controlled by an individual (i.e., pets may not be tied outside and left unattended). Any waste product produced by any pet or pets shall be promptly picked up and properly disposed of by the Owner (or tenant) responsible for the pet or pets. In the event that the Board's rules and regulations are not observed, the Board may assess monetary fines against the Lot upon which the subject pet(s) reside in the amount of Twenty-Five Dollars (\$25.00) per violation.

An Owner shall be fully liable for any damage to the Common Areas caused by said Owner's pet(s). The Board may adopt and enforce such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet that, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Real Property upon three (3) days' written notice from the Board to the respective Owner.

(g) Nothing shall be done or permitted on any Lot which will impair the structural integrity of any Dwelling Unit or which would structurally change any Dwelling Unit, except as otherwise provided in the Declaration or these By-Laws.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Real Property.

(j) No "for sale", "for rent" or "for lease" signs or other window or advertising displays shall be maintained or permitted on any part of the Real Property or upon any Lot without the prior written consent of the Board.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Lot or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and facilities located thereon.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks or any other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Real Property; provided however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. Moreover, turn-around areas and cul-de-sacs are not to be used for permanent parking.

(m) No vehicles shall be parked upon any grassy area upon the Real Property. Any damage caused in violation of this provision shall be the responsibility of the offending party and chargeable to the appropriate Lot.

(n) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with the express written permission of the Board.

Section 6.02. Right of Entry. An Owner or occupant of a Lot shall grant the right of entry to a person authorized by the Board in case of any emergency originating in or threatening said Owner's Lot, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter upon such Lot 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 convenient to the Owner. In case of emergencies, such right to entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Real Property, including but not limited to the use of the Common Areas and facilities located thereon, 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 to be delivered or mailed promptly to all Owners.

**ARTICLE VII**  
**Amendment to By-Laws**

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five percent (75%) of the vote of all Owners present in a duly constituted meeting called for such purpose. Provided, however, that no amendment to these By-Laws which shall have a significant detrimental affect on the value or quality of the Dwelling Units or Common Areas may be adopted without the prior approval of not less than seventy-five percent (75%) of the vote of all Owners of Lots upon the subject Real Property.

**ARTICLE VIII**  
**Mortgages**

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon said Owner's Lot or the mortgagee being the holder of any such first mortgage lien, shall notify the Board or the Managing Agent of the Association and provide the name and address of the mortgagee. A record of such mortgagee, including its name and address, shall be maintained by the Board or the Managing Agent and any notice required to be given to any Owner pursuant to the terms of the Declaration or these By-Laws may be given in the same manner and in the same effect to such Mortgagee.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Lot, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Regular, Interim, Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

**ARTICLE IX**  
**Insurance**

Section 9.01. Insurance on Individual Mortgaged Units. The Owner of each Lot shall carry and maintain in force at all times property insurance affording protection against loss or damage from fire and other hazards covered by the standard extended coverage endorsement in an amount to replace the Dwelling Unit and other improvements located upon such Lot and upon such further terms and conditions as prescribed by the Board. Dwelling Unit and other improvements shall include:

(a) Completed additions.

(b) Permanently installed fixtures, machinery and equipment.

(c) Outdoor fixtures.

(d) Personal property owned by the Owner of the Lot or the Association to maintain or service the Dwelling Unit(s).

(e) Materials, equipment and supplies located on or within one hundred (100) feet of a Dwelling Unit(s) and used for making additions, alterations or repairs to the Dwelling Unit(s) (if not covered by other insurance).

(f) Fixtures, improvements and alterations that are a part of the Dwelling Unit(s) and appliances such as those used for refrigerating, ventilating, cooking, dish-washing, laundering, security, housekeeping and heating/cooling of the Dwelling Unit(s).

Dwelling Unit and other improvements shall not include personal property owned by, used by or in the care, custody or control of an Owner (unless covered in section f above).

Section 9.02. Minimum Requirements for Association Insurance. The Association shall at a minimum obtain and carry a policy of property insurance in an amount equal to the full replacement value (i.e., 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the common facilities owned by the Association (including all building service equipment and the like) with an "Agreed Amount Endorsement" or its equivalent, a "Demolition Endorsement" or its equivalent, such insurance to afford protection against at least the following:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 9.03. Public Liability Insurance. The Association shall at a minimum carry and maintain in force a comprehensive policy of public liability insurance covering all of the Common Areas located in the Real Property insuring the Association with limits not less than One Million Dollars (\$1,000,000) covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, and if applicable, garage-keeper's liability, host liquor liability, and such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

Section 9.04. Minimum Bonding Requirements. The Association shall be required to maintain adequate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees and employees of such Association and all others who handle, or are responsible for handling funds of the Association. Such fidelity bonds shall meet the following requirements:

(a) all such fidelity bonds shall name the Association as an obligee;

(b) such fidelity bonds shall be written in an amount equal to at least 150% of the estimated annual operating expenses of the Association;

(c) such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" of similar expression; and

(d) such fidelity bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days written notice.

**ATTEST:**


This Restatement of By-Laws is effective as of the date first shown above and is adopted consistent with the terms for amendment of By-Laws as stated in the original By-Laws and subsequent restatements and is hereby adopted by the consent of all Directors of the Sherwood Green Association and by a vote of not less than seventy-five percent (75%) of the Owners present at the special meeting, called for the purpose of amending the By-Laws and approving this Restatement of By-Laws. As indicated by the signature pages attached hereto as Exhibit B, the special meeting occurred at the Sherwood Green Condominiums Clubhouse on May 20, 2003 and was attended by forty-nine (49) Lot Owners as indicated by the sign-in sheet attached hereto as **Exhibit C**, at which meeting forty-seven (47) of said Lot Owners offered their written consent for amendment.

**SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.**

  
\_\_\_\_\_  
Barbara J. Light, Director

  
\_\_\_\_\_  
Fred W. Fletcher, Director

  
\_\_\_\_\_  
Mary D. Carter, Director

  
\_\_\_\_\_  
Brenda Strauss, Director

  
\_\_\_\_\_  
Martha J. Husk, Director

  
\_\_\_\_\_  
Sue Carol Morgan, Director



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OF STATE

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**RESTATED AND AMENDED  
ARTICLES OF INCORPORATION  
OF  
SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.**

Sherwood Green Homeowner's Association, Inc. ("Corporation"), by the undersigned Directors, existing pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, as amended (the "Act"), execute the following Restated and Amended Articles of Incorporation.

APPROVED  
AND  
FILED

**ARTICLE I**  
**Name**

The name of the Corporation is **Sherwood Green Homeowners Association, Inc.**

*[Signature]*  
IND. SECRETARY OF STATE

**ARTICLE II**  
**Purposes**

The purposes for which the Corporation is formed are:

1. The upkeep, maintenance and management of certain real property designated as **Sherwood Green Condominiums**, as shown on the recorded plat or plats thereof in the office of the Recorder of Monroe County, State of Indiana, and any additions or amendments thereto, and the assessment and collection of any fees, charges or expenses related thereto from the members.
2. The maintenance, preservation and architectural control of the Lots, Dwelling Units and common area within that certain tract of real property described in paragraph 1 of this Article II, and to promote the health, safety and welfare of the residents of the above and other properties within the jurisdiction of this Corporation.
3. To exercise all powers, rights and privileges and to perform the duties and obligations imposed upon the Corporation by the Declaration of Covenants, Conditions, Restrictions and Assessments and any amendments and/or restatements thereto as originally recorded in the office of the Recorder of Monroe County in Miscellaneous Book 085, pages 421-452 on February 5, 1974, and to fix, levy, collect and enforce assessments pursuant to such Declaration and any amendments and/or restatements thereto.
4. Subject to the limitations or restrictions imposed by law, or these Restatement of Articles of Incorporation, or any amendment and/or restatement thereto, this Corporation shall, in addition to the above, have the following general rights, privileges and powers:
  - (a) To continue as a Corporation under its corporate name in perpetuity;

- (b) To sue and be sued in its corporate name;
- (c) To have a corporate seal and to alter the same at pleasure; provided, however, that the use of a corporate seal or an impression thereof shall not be required upon, and shall not effect the validity of any instrument whatsoever;
- (d) To acquire, own, hold, use, lease, mortgage, pledge, sell, convey or otherwise dispose of property, real or personal, tangible or intangible;
- (e) To borrow money and to issue, sell or pledge its obligations and evidences of indebtedness, and to mortgage its property and franchises to secure the payment thereof, provided, however, that a vote of two-thirds (2/3) of the vote of the Lot Owners is required before any such action to encumber the common area(s) is undertaken;
- (f) To carry out its purposes in this state and elsewhere;
- (g) To acquire, hold, own and vote and to sell, assign, transfer, mortgage, pledge or otherwise dispose of the capital stock, bonds, securities, or evidences of indebtedness of any other corporation, domestic or foreign, insofar as the same shall be consistent with the purposes of the Corporation;
- (h) To appoint such officers and agents as the affairs of the Corporation may require and to define their duties and fix their compensation;
- (I) To make, amend and restate by-laws for the government and regulation of its affairs;
- (j) To do all acts and things necessary, convenient or expedient to carry out the purposes for which it is formed; provided, however, that the Corporation shall not, by implication or construction be deemed to possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration of its members as such, but this provision shall not be deemed to prohibit reasonable compensation to members for services actually rendered; nor shall the Corporation be prohibited from engaging in any undertaking for profit so long as such undertaking does not inure to the profit of its members.

**ARTICLE III**  
**Period of Existence**

The period during which the Corporation shall continue is perpetual.

**ARTICLE IV**  
**Resident Agent and Principal Office**

**Section 1 - Resident Agent.** The name and address of the Resident Agent in charge of the Corporation's principal office is Peggy Robertson, 3300 Piccadilly, Bloomington, Indiana 47401.

**Section 2 - Principal Office.** The post office address of the principal office of the Corporation is 3300 Piccadilly, Bloomington, Indiana 47401.

**ARTICLE V**  
**Membership**

**Section 1 - Membership.** Every Owner of a Lot which is subject to assessment in Sherwood Green Condominiums shall be a member of the Sherwood Green Homeowners Association. Such membership shall be appurtenant to and may not be separated from ownership of any such Lot which is subject to assessment. Membership shall automatically transfer with the transfer of fee simple title to any Lot and the membership rights of the transferor shall also be transferred.

**Section 2 - Rights, Preferences, Limitations, and Restrictions of Classes.** Membership is restricted to and mandatory upon the owners of lots in Sherwood Green Condominiums, a subdivision of the City of Bloomington, Monroe County, State of Indiana, including all phases thereof, or subsequent additions thereto.

**Section 3 - Voting Rights.** Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one (1) Lot.

**ARTICLE VI**  
**Board of Directors**

**Section 1 - Conduct of Business.** The business and affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors. The method of elections and term of office, removal and filling of vacancies shall be as set forth in the By-Laws. The Board may delegate such operating authority to such companies, individuals, or committees as it, in its discretion, may determine.

**Section 2 - Number of Directors.** The Board of Directors shall be composed of at least three members. Provided, however, that the exact number of directors shall be as prescribed from time to time in the By-Laws of the Corporation.

**Section 3 - Names and Post Office Addresses of the Directors.** The name and post office address of the initial Board of Directors is:

<u>Name</u>	<u>Address</u>
Barbara J. Light	812 Waterloo Court, Bloomington, IN 47401
Mary D. Carter	1124 Regency Drive, Bloomington, IN 47401
Martha J. Husk	612 Waterloo Court, Bloomington, IN 47401
Fred W. Fletcher	3292 S. Commons, Bloomington, IN 47401
Brenda Strauss	1141 Carnaby East, Bloomington, IN 47401
Sue Carol Morgan	924 E. Buckingham Drive, Bloomington, IN 47401

**ARTICLE VII**  
**Incorporator**

**Section 1 - Names and Post Office Addresses.** The name and post office address of the incorporator of the Corporation is as follows:

<u>Name</u>	<u>Address</u>
Barbara J. Light	812 Waterloo Court, Bloomington, IN 47401

**ARTICLE VIII**  
**Statement of Property**

The Corporation shall continue to own certain real estate located in Sherwood Green Condominiums, a subdivision of the City of Bloomington, in Monroe County, State of Indiana, which area has been reserved as common area upon the plat or plats of the subject subdivision, the estimated value of which is \$250,000.00.

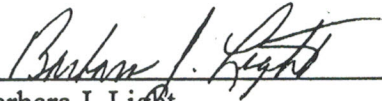
**ARTICLE IX**  
**Provisions for Regulation and Conduct**  
**Of the Affairs of Corporation**

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this Corporation, and creating, defining, limiting or regulating the powers of this Corporation, of the directors or of the members are as follows: The regulation and the conduct of the affairs of this Corporation, and the creation, definition, limitation and regulation of the powers of the Corporation, other than specifically set forth hereinabove, shall be accomplished by the "by-laws" of the Corporation, which shall be adopted and restated from time to time by the Board of Directors of the Corporation, pursuant to law, and any Rules and Regulations which may be adopted and amended from time to time by the Board of Directors of the Corporation.

**ARTICLE X**  
**Amendments**

These Articles may be amended as provided by the Act, provided that no amendment shall be in conflict with the Declaration and provided further that no amendment shall be effective to impair or dilute any rights of members that are governed by such Declaration.

IN WITNESS WHEREOF, the undersigned, being the incorporator designated in Article VII, executes these Restated Articles of Incorporation and certifies to the truth of the facts there stated this 20<sup>th</sup> day of May, 2003.

  
\_\_\_\_\_  
Barbara J. Light

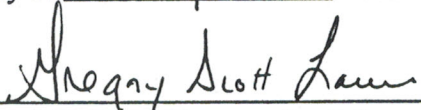
STATE OF INDIANA

SS:

COUNTY OF MONROE

I, the undersigned, a Notary Public duly commissioned to take acknowledgments and administer oaths in the State of Indiana, certifies that Barbara J. Light, being the sole incorporator referred to in Article VII of the foregoing Restated Articles of Incorporation, personally appeared before me; acknowledged the execution thereof; and swore to the truth of the facts therein stated.

WITNESS my hand and Notarial seal this 20<sup>th</sup> day of May 2003.

  
\_\_\_\_\_  
Notary Public, Gregory Scott Lauer  
A resident of Monroe County, IN

My Commission Expires:

11/01/2009

State of Indiana  
Office of the Secretary of State

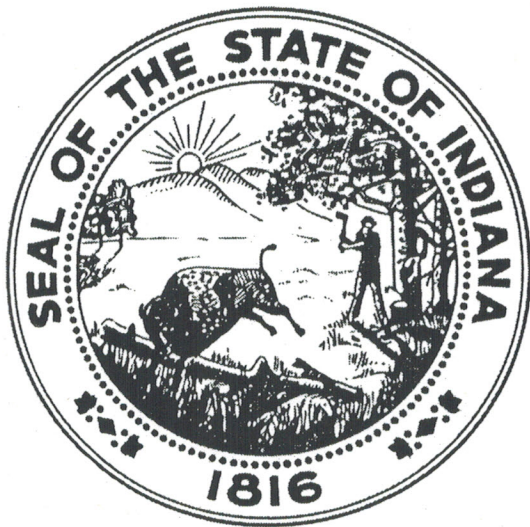
CERTIFICATE OF INCORPORATION

of

**SHERWOOD GREEN HOMEOWNERS ASSOCIATION, INC.**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above Non-Profit Domestic Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991.

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, July 09, 2003.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 9, 2003.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,  
SECRETARY OF STATE