

negligent or intentional acts of a Unit Owner, said Unit Owner shall reimburse the Corporation for the actual expenses of said maintenance, repair, or replacement.

b. The responsibility of the Unit Owner shall be as follows:

(i) To maintain, repair, and replace at his expense all portions of his Unit except the portions to be maintained, repaired, and replaced by the Corporation as a common expense. Unit Owner's responsibility includes, without limitation, the air conditioning and heating system, the water system, and all glass surfaces. Such shall be done without disturbing the rights of other Owners.

(ii) Not to paint nor otherwise decorate or change the appearance of any portion of the exterior of the building without first obtaining approval of the Corporation.

(iii) To report promptly to the Corporation any defect or need for repairs, the responsibility for the remedying of which is that of the Corporation.

(iv) To reimburse the Corporation for any negligent or intentional damage caused by such Unit Owner to the Common Elements, including, but not limited to, the exterior garage door of each garage, including the Unit Owner's own garage serving his particular Unit.

c. Alteration and Improvement. Neither an Owner nor the Corporation shall make any alteration in the portions of a Unit or building which is to be maintained by the Corporation, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of a

building or impair any easement, without first obtaining approval in writing of Owners of all other adjacent Units affected thereby, and the written approval of the Corporation. A copy of the plans for all of such work prepared by an architect or engineer licensed to practice in this state shall be filed with the Corporation prior to the start of the work.

2. Common Elements.

a. By the Corporation. The cost of the maintenance and operation of the Common Elements shall be a common expense, except the following, which shall be the responsibility of each appropriate Unit Owner:

- (i) The heating and air conditioning system;
- (ii) Those portions of the water distribution system within a Unit;
- (iii) All glass surfaces, including those contained within parameter walls, including the replacement thereof.
- (iv) All limited Common Elements of the interior garage and/or patio area.

b. Alteration and Improvement. There shall be no alteration nor improvement of Common Elements without the prior approval in writing of seventy-five percent (75%) of the record Owners of all of the Units, other than maintenance, which does not interfere with the rights of any Owners without their consent.

c. Rules and Regulations. No occupier of the property, guest, or employee of the Corporation shall use the Common Elements or any part thereof in any manner contrary to the

provisions of the Condominium By-Laws, Exhibit "B" attached hereto and made a part hereof. Further, the Board of Directors of the Corporation shall be empowered to enact additional Rules and Regulations governing the Common Elements for the benefit of all Unit Owners, provided said Rules and Regulations are not in conflict with the terms of this Declaration or the By-Laws attached thereto.

ITEM III  
CONDOMINIUM SURVEY

A Condominium survey as filed in Plat Book 17, page 26/27, in the records of the Recorder of Madison County, State of Indiana, as prepared by Harold E. Smith and Associates, 930 Meridian Plaza, Anderson, Indiana, is here included by reference, to-wit:

(H.I.)

and as amended from time to time.

ITEM IV  
COVENANTS OF GRANTOR AND UNIT OWNERS

The Grantor, its successors and assigns, by this Declaration, and all future Owners of the Units, by their acceptance of their deeds, covenant and agree as follows:

A. The Common Elements shall remain undivided; and no Owner shall bring any action for the partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Condominium.

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B. The Units shall be occupied and used by the respective Owners only as private dwellings for the owners, their families, tenants, and social guests and for no other purpose.

C. The Owners of the respective Units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding their respective Units, nor shall said Owners be deemed to own pipes, wires, conduits, or other public utility lines running through said respective Units which are utilized for, or serve, more than one Unit, except as tenants in common with the other Unit Owners. Each Owner, however, shall be deemed to own the walls and partitions which are contained in said Owner's Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, or other wall coverings. The Unit Owner shall not own the glass contained in the perimeter walls of his Unit, but shall be required to maintain the same as provided in Item II(F)(1)(b)(i).

D. The Owners of the respective Units agree that if any portion of the Common Elements encroach upon the Units, or any Unit encroaches on another Unit or the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structures are partially or totally destroyed and then rebuilt, the Owners of Units agree that minor encroachment of parts of the Common Elements due to construction shall be permitted and that valid easement for said encroachment and the maintenance thereof shall exist.

E. An Owner of a Unit shall automatically, upon becoming the Owner of a Unit or Units, be a member of College Park Condominium Homeowners Association, Inc., an Indiana Not-for-Profit Corporation, herein referred to as the "Corporation," and shall remain a member of said Corporation until such time as his ownership ceases for any reason, at which time his membership in said Corporation shall automatically cease.

F. The Owners of Units covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and by By-Laws of the Corporation, which are made a part hereof and attached as Exhibit "B."

G. Each Owner, tenant, or occupant of a Unit shall comply with the provisions of this Declaration, the Corporation By-Laws, decisions, and resolutions of the Corporation or its representatives, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions of the Corporation or its representative, as lawfully amended from time to time, shall be grounds for an action to recover sums due for damages or for injunctive relief.

H. This Declaration shall be revoked or amended only as provided in Items X and XI hereof.

I. No Owner of a Unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or recreation facilities or by the abandonment of his Unit.

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J. The Corporation shall have a lien on each Unit for any unpaid assessments and for interest thereon against the Owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Corporation incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Office of the Recorder of Madison County, Indiana, a claim of lien stating the description of the Unit, the name of the record Owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by a lien shall have been fully paid or satisfied. Such claims of lien shall be signed and verified by an officer of the Corporation or by the managing agent of the Corporation. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to tax liens and to the lien of mortgages or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Corporation in like manner as a foreclosure of a Mechanic's Lien on real property as provided by the Act. The Corporation may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same.

K. In a voluntary conveyance of a Unit, the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments imposed by the Corporation against the Grantor for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right