

**RESTATEMENT OF DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP OF CHATEAU PROVINCIAL, MOUNT VERNON, GRANDE MAISON,
AND GOVENOR HORIZONTAL PROPERTY REGIMES**

This Restatement of Declaration of Horizontal Property Ownership of Chateau Provincial, Mount Vernon, Grande Maison, and Gouvenor Horizontal Property Regimes (the “Restated Declaration”) is executed under the following circumstances:

- A. On October 23, 1964, the Declaration of Horizontal Property Ownership (Chateau Provincial Horizontal Property Regime) (“Chateau”) was filed in the Allen County, Indiana Recorder’s Office (the “Recorder’s Office”) in Book 644, pages 176-191, which declaration has been amended one (1) time pursuant to an amendment recorded in the Recorder’s Office at Document Number 202012053 (collectively, the “Original Chateau Declaration”).
- B. On November 5, 1965, the Declaration of Horizontal Property Ownership (Mount Vernon Horizontal Property Regime) (the “Mount Vernon”) was filed in the Recorder’s Office in Book 662, pages 211-226, which declaration has been amended one (1) time pursuant to an amendment recorded in the Recorder’s Office at Document Number 202012054 (collectively, the “Original Mount Vernon Declaration”).
- C. On December 23, 1969, the Declaration of Horizontal Property Ownership (Grande Maison Horizontal Property Regime)(“Grande Maison”) was filed in the Recorder’s Office in Book 736, pages 599-611, which declaration has been amended three (3) times pursuant to amendments recorded in the Recorder’s Office at Document Numbers 73-01911, 73-29190, and 202012057 (collectively, the “Original Grande Maison Declaration”).
- D. On August 11, 1970, the Declaration of Horizontal Property Ownership for the Gouvenor Horizontal Property Regime (“Gouvenor”)(Chateau, Mount Vernon, Grande Maison, and Gouvenor are sometimes referred to herein collectively as “Covington Club Condominiums”) was filed in the Recorder’s Office at Document Number 70-12716 and re-recorded at Document Number 71-07227, which declaration has been amended two (2) times pursuant to amendments recorded in the Recorder’s Office at Document Numbers 71-16793 and 202012059 (collectively, the “Original Gouvenor Declaration”) (the Original Chateau Declaration, the Original Mount Vernon Declaration, the Original Grande Maison Declaration, and the Original Gouvenor Declaration are sometimes referred to herein collectively as the “Original Declarations”).
- E. Covington Developers, Inc., as the declarant under each of the Original Declarations, as of the date hereof does not own or have any interest in the Covington Club Condominiums.

- F. Each of the Original Declarations provides that the Original Declarations may be amended by the affirmative vote of not less than sixty percent (60%), in the aggregate, of the Owners of Units within Covington Club Condominiums.
- G. On October 2, 2018, a meeting of the Owners was held in accordance with the Original Declarations, proper notice having been given, and more than sixty percent (60%) of the Owners voted to amend and restate, in their entirety, the Original Declarations so that this Restated Declaration, the appendix, and any exhibits attached hereto, and all future amendments thereto, shall supersede the Original Declarations and shall govern the Covington Club Condominiums without reference to the Original Declarations, and the undersigned affirm such meeting was properly held and the necessary vote for approval by sixty percent (60%) was obtained.
- H. This Restated Declaration shall not change the location, designation, or description of the Units or Tracts comprising the Property as of the date hereof, but is intended to consolidate the various rights, obligations, and restrictions contained in each of the Original Declarations into a single, uniform document applicable to each of the horizontal property regimes referenced in such Original Declarations.

NOW, THEREFORE, in consideration of the above and foregoing, the Original Declaration is hereby amended and restated, in its entirety, as follows:

ARTICLE I
Definitions

In addition to the words and phrases defined in the recitals and elsewhere in this Restated Declaration, the words and terms defined in this Article I shall have the meanings herein specified unless the context or use clearly requires another or different meaning or intent. Those words not expressly defined herein and used herein with initial capital letters where rules of grammar do not otherwise require capitalization shall have the meanings assigned to them in the Code of By-Laws, as hereinafter defined.

- (a) "Act" means Indiana Code Title 32, Article 25, as may be amended from time to time, and known as the Horizontal Property Law of the State of Indiana. The Act is incorporated herein by reference.
- (b) "Appropriate Zoning Authority" shall mean, with respect to any action regarding the administration of the zoning ordinance applicable to Covington Club Condominiums, the appropriate administrator or agency with authority to administer the zoning laws of the City of Fort Wayne, Indiana, or where such administrator or agency lacks the capacity to take the action or fails to take such action, the governmental official or body, administrative or judicial, in which authority is vested under applicable law to hear appeals from or review of such action or inaction or has the capacity to administer such zoning ordinance, and such term shall apply to the legal successors in interest to such administrator, agency or bodies.

- (c) "Association" means the incorporated association of Co-Owners known as Covington Club, Inc., more particularly described in Article XIV.
- (d) "Board of Directors" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws.
- (e) "Building" means the structure on the Tract in which Units are located. The Buildings are more particularly described and identified in the Plans and in Article III of this Declaration.
- (f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the Restatement of the Code of By-Laws of Covington Club Condominiums is attached to this Restated Declaration and incorporated herein by reference as Appendix I.
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in Article VI of this Restated Declaration.
- (h) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Restated Declaration or the By-Laws.
- (i) "Condominium Interest" shall mean the following:
 - i. Fee simple title to a Unit.
 - ii. An undivided percent interest as tenants in common, together with all other Owners, in the Common Areas and Limited Common Areas of the Tract.
 - iii. An exclusive right to use the areas described in the Restated Declaration, Plans and accompanying documents, as "Limited Common Areas" and restricted to the use of the Owner's respective Unit.
 - iv. A membership in the Association, as hereinafter defined, subject to this Restated Declaration, the By-Laws of said Association, and all governing documents of said Association.
 - v. "Covington Club Condominiums" means the name by which the Property within the horizontal property regime created by this Restated Declaration pursuant to the Act shall be known.
- (j) "Co-Owners" means the Owners of all the Units.

- (k) "Covington Club Condominiums" or "Covington Club Horizontal Property Regime" shall mean and refer to the consolidated horizontal property regimes of Chateau Provincial, Mount Vernon, Grande Maison, and Gouvernor, as described in the Original Declarations.
- (l) "Limited Areas" or "Limited Common Areas" means the limited common areas and facilities as defined in Article VII of this Restated Declaration.
- (m) "Mortgagee" means the holder of a mortgage lien on a Unit.
- (n) "Owner" means a person, firm, corporation, association, partnership, trust or other legal entity, or any combination thereof, who owns fee simple title to a Unit and the Condominium Interest inherent therein.
- (o) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Unit as determined in accordance with Article VIII of this Restated Declaration.
- (p) "Percentage Vote" means the percentage of the total vote accruing to all of the Units which is appurtenant to each particular Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-Owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Unit.
- (q) "Plans" means a site plan, survey, and floor plan layouts for each of the Buildings showing the Tract and Units for Covington Club Condominiums, more particular described as follows:
- i.** The Certification of Grande Maison Horizontal Property Regime dated December 15, 1969 and prepared by William C. Bauer, a copy of which was recorded in the Recorder's Office on December 23, 1969 at Condominium Book 1, Page 10;
 - ii.** The Certification of the Gouvernor Horizontal Property Regime dated August 3, 1970 and prepared by William C. Bauer, a copy of which was recorded in the Recorder's Office on August 11, 1970 at Condominium Book 1, Page 16;
 - iii.** The Certificate of Survey of Chateau Provincial Horizontal Property Regime dated August 3, 1964 and prepared by H.K. Gottschalk, a copy of which was recorded in the Recorder's Office at Condominium Book 1, Page 1;
 - iv.** The Certificate of Survey Mount Vernon Horizontal Property Regime dated August 3, 1964 and prepared by H.K. Gottschalk, a copy of which was recorded in the Recorder's Office at Condominium Book 1, Page 5.

The foregoing plans represent the development of the Tract, including drawings depicting the layout of the Units, together with legal description appearing thereon being marked Exhibit "A" and incorporated herein by reference.

- (r) "Property" means the Tract and appurtenant easements, including therein any annexations or additions thereto, the Units, the non-residential buildings, garages, improvements, and property of every kind and nature whatsoever, real, personal and mixed, located upon the Tract and used in connection with the operation, use and enjoyment of Covington Club Condominiums. The term "Project" shall mean the condominium project known as Covington Club Condominiums Horizontal Property Regime, including therein all "Property" making up the same, as said term has been defined in this paragraph.
- (s) "Resident" means any Owner and inhabitant of a Unit.
- (t) "Tract" means the real estate described in Exhibit "B" attached hereto and incorporated herein by reference.
- (u) "Unit" means one of the living units constituting Covington Club Condominiums. Each individual unit shall be a separate freehold estate as provided in the Act, consisting of the space bounded by such unit and being more particularly described and identified in the Plans and in Articles IV and V of this Restated Declaration. For purposes of the application of the Act to this Horizontal Property Regime, the term "Unit" as used in this Restated Declaration and all attending documents shall be deemed to be synonymous with the term "Condominium Unit" as used in the Act. Wherever the term "Condominium Unit" is used in the Act, the same shall be deemed to apply to the term "Unit" as used in the documents of this Horizontal Property Regime.

ARTICLE II **Declaration**

The Association, together with the Owners whom are the owners of Units constructed upon the Tract hereby expressly declare that said Units and Tract shall be deemed to be a part of the Property and shall be a Horizontal Property Regime in accordance with the provisions of the Act.

ARTICLE III **Description of Project**

Four (4) Buildings have been constructed in the Project and containing a total of thirty-three (33) separate Units. The Units are limited to one (1) or two (2) stories in height and contain separate residential units, as specifically set forth and shown on the Plans.

ARTICLE IV **Identification of Units**

- (a) Identification by Number. Each Unit is identified by number and include units one (1) through thirty-three (33); provided, however, that there is no unit number

thirteen (13). The Plans set forth the location of the Units placed upon the Tract as described in Article III above, sets forth the relation of the Units to lot lines, and establishes the proposed placement of Units upon the Tract. The street numbers designating the Units are also set forth on the Plans to further designate the dimensions, layout and location of the respective Units.

- (b) Legal Description. The legal description for each Unit shall be the numerical designation assigned to it as shown on the Plans, together with the name of the Building and the original horizontal property regime in which the Unit is located. By way of example, a given Unit shall be legally described as follows: Apartment 32, The Gouvernor Horizontal Property Regime, a Horizontal Property Regime in Allen County, Indiana.

ARTICLE V

Description of Units

- (a) Appurtenances. Each Unit shall consist of all space within the boundaries thereof as hereinafter defined, and all portions of the Unit situated within such boundaries, including but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety, or enjoyment of any other Unit or which may be necessary for the safety, support, maintenance, use and operation of the Unit, or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Unit shall constitute a part of such Unit, whether or not the same are located within or partly within the boundaries of such Unit. The interior surface of all doors and windows (excluding frames), in the perimeter walls of a Unit, whether or not located within or partly within the boundaries of a Unit, and all interior walls within the boundaries of a Unit, are considered part of the Unit.
- (b) Boundaries. The boundaries of each Unit shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, ceilings and perimeter walls of each Unit. In the event any horizontal or vertical boundary line shown on the Plans does not coincide with the actual location of the respective walls, floor or ceiling surface of the Unit because of inexactness of construction settling after construction, or for any other reasons, the boundary lines of each Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Unit in and to such space lying outside of the actual boundary line of the Unit, but within the appropriate wall, floor or ceiling surface of the Unit.

- (c) Condominium Interest. Each Unit shall carry with it and have inherent therein a "Condominium Interest", as that term is hereinabove defined, and said Condominium Interest shall be inseparable from said Unit and shall pass with the fee interest to said Unit as an integral part thereof.

ARTICLE VI
Common Areas and Facilities

Common Areas means and includes all portions of the Tract and the improvements thereon, except the portion assigned or to be assigned to fewer than all of the Owners, or to the Association, all as provided for in this Restated Declaration, the By-Laws of the Association, and Plans of Covington Club Condominiums.

Common Areas shall include, but may not be limited to, the following:

- (1) the Tract;
- (2) the foundations, columns, girders, beams, supports, floors, ceilings, main walls, interior load bearing walls, pillars, roofs, flat roofs, elevators, elevator shafts, stairs, stairways, fire escapes, entrances and exits to the floors of the Building, and lobbies, corridors and entranceways through which access to the Units is obtained;
- (3) central water and sanitary sewer mains serving the Units;
- (4) exterior lighting fixtures and electrical service lighting the exterior of the Units;
- (5) pipes, ducts, electrical wiring and conduits and public utility lines;
- (6) all facilities and appurtenances located outside of the boundary lines of the Units, except those areas and facilities expressly defined as part of a Unit and/or Limited Area;
- (7) all non-residential buildings situated on the tract;
- (8) those areas designated as Common Areas in the Plans; and
- (9) all other parts of the Property necessary or convenient to its existence, maintenance safety or normally in common use, except to the extent specifically included in the Units.

Notwithstanding anything contained herein to the contrary, it is hereby acknowledged and agreed that certain of the Unit Owners have previously obtained permission from the Association to modify the roof structure (including without limitation the addition of sky lights) appurtenant to such Owner's Unit. In such cases where the roof structure has been modified appurtenant to an Owner's Unit, such Owner shall be responsible for any damage to such Owner's Unit resulting from the modifications to the roof structure and shall

indemnify and hold the Association harmless for any personal injury or property damage resulting from such modifications.

ARTICLE VII
Limited Common Areas and Facilities

Limited Common Areas shall be those portions of the Common Areas described above which are limited in their use and enjoyment to fewer than all the Owners. Limited Common Areas and those Units to which use thereof is limited are as follows:

- (a) Exterior Patios. Each exterior patio attached to a Unit (which shall be separate and distinct from any balcony attached to or a part of the interior of a Unit) shall be limited to the use and enjoyment of the Unit to which the patio is appurtenant and yard area adjoins, as designated on the Plans.
- (b) Entranceways. Entranceways through which access to the Unit is obtained are limited to the use and enjoyment of the Unit or Units served by such entranceway, including tributary sidewalks and driveways leading to and from individual Units.
- (c) Utilities and Improvements Serving Individual Units. All Utilities lying within the Unit and exclusively serving a particular Unit or Units within the Project shall be deemed to be Limited Common Areas, and shall be restricted to the use and enjoyment of the Unit or Units which they serve. Such Utilities shall expressly be deemed to include all Water, Sewer, Gas, Electrical, Telephone and Heating lines, ducts, improvements and facilities of every type or nature whatsoever. Except as may otherwise be expressly provided, such Utilities and all portions thereof lying outside the exterior perimeters of any Unit shall be deemed to be and remain Common Areas. In addition to those facilities established as Limited Common Areas above, all Air Conditioning facilities lying within or without the exterior perimeters of any Unit and serving any particular Unit within any such Unit shall be deemed to be Limited Common Areas, and shall be restricted to the use and enjoyment of the Unit which they serve. Such Air Conditioning facilities shall include all Air Conditioning ducts, lines and improvements lying within the exterior perimeters of any Unit, all Air Compressor Units located or lying outside any Unit, and all lines, ducts or facilities connecting any such Compressor with any of the said lines, ducts or improvements within the perimeters of a Unit.
- (d) Storage Areas. Any storage spaces or units located in a Building which are designated by reference on the Plans, the deed to a particular Unit, or any other agreement between the Owner of the Unit and the Association for use by the Owner of a particular Unit shall constitute Limited Common Areas and be limited to the exclusive use of the Unit to which such use is designated.
- (e) Parking Garages. Any parking garages or parking spaces located in a Building which are designated by reference on the Plans, the deed to a particular Unit, or any other agreement between the Owner of the Unit and the Association for use by the

Owner of a particular Unit or Units shall constitute Limited Common Areas and be limited to the exclusive Use of the Unit (with respect to individual parking spaces) or the Owners of Units in which the parking area is located (with respect to parking garages).

- (f) Elevators. The Association may, at any time, designate any elevator located in a Building for the exclusive use and benefit of the Owners of Units in the Building in which such elevator is located. The cost of maintaining such elevator shall be included in the costs of maintaining the Common Areas and Limited Common areas of such Building and divided among all owners in such Building in accordance with their Percentage Interest (as it relates to the total ownership of such Building).
- (g) Additional Limited Areas. The Association hereby reserves the right to designate additional areas or amenities as Limited Areas for the benefit of Owners of a particular Building and to assess the Owners of Units within such Building for the cost of maintaining such areas or amenities.

ARTICLE VIII **Ownership of Common Areas and Percentage Interest**

Each Owner shall have an undivided interest in the Common Areas and Limited Common Areas, as tenants in common with all other Owners, equal to his Unit's Percentage Interest. The Percentage Interest of each Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Units which, from time to time, have been submitted and subjected to the Act and this Restated Declaration as herein provided and which constitute a part of Covington Club Condominiums. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Unit in the Common Areas and Limited Common Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and Mortgagees and then only if in compliance with all requirements of the Act.

The Percentage Interest appertaining to each Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Covington Club Condominiums Horizontal Property Regime and the Association upon which the Co-Owners are entitled to vote.

ARTICLE IX **Encroachments and Easements for Common Areas**

If, by reasons of the location, construction settling, or shifting of a Unit, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Unit, then in such event, an easement shall be deemed to exist and run to the Co-Owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

Notwithstanding anything hereinabove or hereinafter set forth, each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Units and serving his Unit. Each

Owner shall have and be granted an easement over, across and through any attic space or other location within any other Unit located in the Building for the purpose of maintaining, repairing or replacing any pipes, wires, ducts, cables, conduits or utility lines serving such Owner's Unit.

ARTICLE X
Real Estate Taxes

Real estate taxes are to be separately taxed to each Unit as provided in the Act. In the event for any year real estate taxes are not separately assessed and taxed to each Unit, but are assessed and taxed on the Property, in whole or in part, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land in accordance with the Percentage interest appertaining to his respective Unit, and shall further pay his proportionate share of the taxes on the improvements based upon the ratio between the value of his Unit and the sum of the values of all Units that make up the assessment on improvements. Where replacement costs have been established for purposes of insurance, such replacement costs shall be deemed to establish the relative values of the respective Units for purposes of this paragraph. Any real estate taxes levied and imposed upon Common Areas or Limited Common Areas (other than Units) shall be treated and paid as Common Expenses.

ARTICLE XI
Utilities

Each Owner shall pay his own utility costs which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of the Co-Owners.

ARTICLE XII
Easement for Utilities and Public and Quasi-Public Vehicles

All public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of Covington Club Condominiums in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, maintaining of such utilities, including but not limited to water, sewers, gas, telephones and electricity on the Property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as may be approved by the Board of Directors. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Units.

ARTICLE XIII
Association of Owners

In order to provide for maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there has been created an association of the Co-Owners of the Units in Covington Club Condominiums, known as the Covington Club, Inc. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner; provided, however, that any member of the Board of Directors of the Association shall not be entitled to vote on any matter affecting the Association during such period of time when such Director's Unit is listed for sale.

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

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

ARTICLE XIV **Maintenance, Repairs and Replacement**

Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Unit, except as may otherwise be provided in the By-Laws. Each Owner shall repair any defect occurring in his Unit which, if not repaired, might adversely affect any Condominium Unit, Common Area, or Limited Area.

Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas, except as otherwise set forth in this Restated Declaration or the By-Laws, shall be furnished by the Association, and shall be chargeable by the Association to all Units or fewer than all Units as the Restated Declaration, the By-Laws and rules and regulations of the Association of Owners shall provide; provided, however, that each Owner shall be responsible for the maintenance, repair, and replacement, as applicable, of the patio associated with such Owner's Unit.

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

The Association shall have the duty of determining by estimate or otherwise and collecting the amount of common expenses necessary to maintain, repair and administer the Property and all improvements constituting a part thereof, and said duties of the Association shall be more fully set out in the By-Laws thereof consistent with the following general statement of the obligations of said Association. The Association shall, after the annual meeting, and after the adoption of the annual budget, notify the Owner of each Condominium Unit (including Owners of lots upon which a Unit has not been constructed) of their annual Regular Assessment, and shall collect such assessment in equal monthly installments from each Condominium Unit Owner, commencing on the first day of January of each year following the adoption of the budget. The estimated Common Expenses shall be on a calendar year basis. The Association shall maintain and establish a reserve fund for deferred maintenance, repairs, administration costs, payment of a manager, if necessary, payment of insurance premiums and other matters deemed appropriate.

Common Expenses shall be deemed to include, but shall not be limited to the insurance premium for all insurable improvements, administration and management expenses and the cost of maintenance, repair and upkeep of the Common Area. All Owners shall be responsible and liable for a pro rata share of the Common Expenses.

Except as otherwise provided in the Restated Declaration, By-Laws and rules and regulations of the Association, it shall be the duty of the Association to provide maintenance, repair and upkeep of the Limited Common Area described in Article VII; provided, however, that each Owner shall be responsible for the maintenance, repair, and replacement, as applicable, of the patio associated with such Owner's Unit. It shall be understood, however, that any damage caused by an Owner or tenant of an Owner through said party's willful or negligent acts shall be the responsibility of the Owner and a lien against the Unit of such Owner as provided herein shall exist with respect to any such damage.

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

The Board of Directors shall have the sole and exclusive power, authority and obligation to determine all matters affecting assessments, except as may otherwise be provided for in this Restated Declaration and/or the By-Laws. Such power, authority and obligation shall expressly include but shall not be limited to the allocation of all assessments between Units and Unit Owners, the determination of whether property making up any portion of the Project constitutes Common Areas, or Limited Common Areas as provided for in the Restated Declaration and By-Laws, and the determination of whether expenditures with respect to any such property or affecting the same is assessable against all or fewer than all the Owners. Such determinations by the Board of Directors shall be binding upon all parties and all Owners unless it shall be shown that said determinations were made in bad faith with an intent to prefer certain Units or Owners over others, or were made in contravention of the express terms and conditions of the Restated Declaration and/or the By-Laws.

ARTICLE XV **Alterations, Additions, Improvements, Partition**

No Owner shall make any alterations or additions to any Unit, or to the Common Areas or Limited Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Unit and within the boundaries thereof which would affect the safety or integrity of the structure in which the Unit is located. No Owner shall bring any action for partition or division of the Common or Limited Areas. There shall be no judicial partition of the Common or Limited Areas, nor shall declarant or any person acquiring any interest in the project or any part thereof seek any such judicial partition unless the property has been re-moved from the provisions of the Act, provided, however, that if any Unit shall be owned by two or more persons as tenants-in-common, joint tenants or tenants by the entireties, nothing herein contained

shall be deemed to prevent a judicial partition between such co-tenants, joint tenants or tenants by the entireties, but such partition shall not affect any other Unit.

ARTICLE XVI

Insurance

The Association shall maintain comprehensive general liability insurance coverage for all Common Areas and Limited Common Areas. The coverage shall be at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Limited Common Areas, and legal liability arising from lawsuits related to employment contracts of the Association. Such policies must include a provision that said policy cannot be altered, canceled, or modified without ten (10) days prior written notice to the Association.

The Association shall maintain a blanket fidelity bond for all officers, directors, trustees, and employees of the Association, and all other persons handling or responsible for funds of/ or funds administered by, the Association. The amount of the fidelity bond shall be based upon best business practices and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate assessments on all Units, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

1. Fidelity bonds shall name the Association as an obligee.
2. The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms of expressions.
3. The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its Officers, employees, and agents) shall be paid by the Association as a common expense.
4. The bonds shall provide they may not be altered, canceled, or modified without ten (10) days prior written notice to the Association.

The Association, acting through its Board of Directors, shall obtain fire and extended coverage insurance insuring the Buildings, Common Areas and Limited Common Areas in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, the amount so determined and the insurance to be renewed annually. The cost of any appraisal shall be a common expense and included as part of the Annual Assessments. Such insurance shall (a) contain a "Replacement Cost Endorsement", and (b) provide full coverage for replacement of any Unit regardless of what damage, if any, is sustained by any other Unit. Such insurance coverage shall be for the benefit of each Owner and, if applicable, the Owner's mortgagee in accordance

with the replacement costs established for each respective Unit. The proceeds shall be payable to the Association or the Board of Directors, who shall hold such proceeds as trustee for the individual Owners and mortgagees.

All insurance purchased pursuant to this Article XVI shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents, and guests.

The Association shall pay the cost of obtaining all insurance hereunder, excluding only such insurance as may be required to be purchased by individual Owners, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof. The premiums for all such insurance shall be part of the common expenses and included as part of the Annual Assessment.

Each Owner shall obtain insurance for such Owner's Unit covering loss or damage by fire and such other hazards as may be commonly covered by such policies for the full insurable replacement costs of such Owner's Unit ("Casualty Insurance"). In addition, each Owner shall obtain insurance covering his or her personal liability and compensatory (but not consequential) damages to another Owner's Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, and regardless of any negligence originating from the Owner of the damaged Unit ("Owner's Liability Insurance") (the Casualty Insurance and Owner's Liability Insurance are sometimes referred to herein collectively as "Mandatory Insurance Coverage"). Personal liability of an Owner shall include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. Such Owner's Casualty Insurance shall include, without limitation and as applicable, coverage insuring against damage to any first floor unit located within the Project that may be situated below such Owner's Unit.

If an Owner does not purchase and produce evidence of Mandatory Insurance Coverage to the Association upon request, the Association may, but shall not be required to, purchase the Mandatory Insurance Coverage and charge the premium cost back to the Owner. In no event shall the Association be liable to any person, either with regard to its decision not to purchase the Mandatory Insurance Coverage or with regard to the timing of its purchase of the Mandatory Insurance Coverage or the amounts or types obtained.

In case of any fire or any other disaster, the proceeds of Mandatory Insurance Coverage, if sufficient to reconstruct the covered Unit shall be applied to such reconstruction in order to restore the building to substantially the same condition as existed, with each Unit having the same vertical and horizontal boundaries, prior to the fire or other disaster.

Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he or she deems advisable. All

such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

The Association is irrevocably appointed agent for each Owner, for each Owner of a mortgage upon a Unit, and for each Owner of any other interest in a Unit or the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

In all instances here under, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board of Directors may desire or those required by institutional mortgagees involved.

The Association has no responsibility to purchase or maintain any fire or hazard insurance with respect to the interior portions of Units; the Owners thereof shall be solely responsible for coverage of their property.

ARTICLE XVII **Casualty and Restoration**

In the event all or any portion of the Unit or Units are destroyed by the occurrence of fire or other casualty, the respective Owner or Owners of such Unit or Units shall cause the Unit or Units therein to be promptly repaired and restored. The proceeds of the insurance carried by the Association or Owner shall be applied solely to the cost of such restoration. If the insurance proceeds are not adequate to cover the costs of reconstruction of any Unit suffering casualty damage, or in the event there are no proceeds, the costs of restoring the damage suffered by any given Unit shall be borne by the respective Owner or Owners of such Unit to the full extent of the additional costs and expenses of such restoration or reconstruction over and above the insurance proceeds allocable to said Unit. If any Owner refuses or fails to make the required repairs necessary to restore any casualty damage, and shall leave his Unit in a state of disrepair, the other Owners shall (or the Association, if such Owners fail) complete the restoration and pay the cost thereof, and the cost attributable to the Owner or Owners who refuse or fail to make such repairs or restoration at the time required by the Board of Directors shall become a lien on such defaulting Owners' Units and may be foreclosed in the same manner as provided for the lien of Common Expenses.

In the event of complete destruction of all the Units in the Project, unless by a vote of two-thirds (2/3) of all the Owners of Units a decision is made to rebuild all Units, insurance proceeds shall be distributed in accordance with the provisions of the Act.

ARTICLE XVIII **Protection of Mortgagee**

- (a) Notice to Association. An Owner who mortgages his Unit shall notify the Association, giving the name and address of his Mortgagee. Each Mortgagee shall

be permitted to notify the Association of the fact that such Mortgagee holds a deed of trust or mortgage on a Unit.

- (b) Notice of Default; Lapse in Insurance. The Association shall notify a Mortgagee in writing, upon written request of such Mortgagee identifying the name and address of the Mortgagee and the Unit number, of any default by the Mortgagor in the performance of such Mortgagor's obligations, as set forth in this Restated Declaration, which is not cured within sixty (60) days. The Association, upon written request, shall notify a Mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (c) Examination of Books. The Association shall permit a Mortgagee to examine the books and records of the Association upon request.
- (d) Notice of Damage or Destruction. The Association shall furnish a Mortgagee timely written notice of any substantial damage or destruction of any Unit on which the Mortgagee holds a mortgage if such loss exceeds Five Thousand Dollars (\$5,000) and of any part of a Common Area if such loss exceeds Ten Thousand Dollars (\$10,000).
- (e) Management Agreements. Any management agreement and/or service contract entered into by the Board of Directors on behalf of the Association will be terminable by the Association without cause and without payment of a termination fee upon ninety (90) days or less written notice and the term of such management agreement will not exceed the period of three (3) years, renewable by agreement of the parties to such agreement for successive one (1) year periods. In the event of the termination of a management agreement, as provided herein, the Board of Directors shall enter into a new management agreement with a new management agent prior to the effective date of the termination of the old management agreement.

ARTICLE XIX **Covenants and Restrictions**

The covenants and restrictions applicable to the use and enjoyment of the Units are set forth herein and in the By-Laws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners, and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Co-Owners or by the Association. Present or future Owners of the Association shall be entitled to injunctive relief against any violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

ARTICLE XX **Assessments**

- (a) Proposed Annual Budget. Annually, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing fiscal year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner at least fifteen (15) days 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 fiscal 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 the affirmative vote of at least fifty-one percent (51%) of the Percentage 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, and provided further that until the Annual Budget is adopted the Directors are authorized to collect and expend monies only based on the prior year's budget.
- (b) Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Unit based on the Percentage Interest of each Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit (including against lots upon which a Unit has not yet been constructed) shall be paid in monthly installments in advance, commencing on the first day of January of each year. Payment of the installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments semi-annually or annually, in advance. The Regular Assessment for said year shall become a lien on each separate Unit as of the first day of January of each year. The Board of Directors of the Association may from time to time adopt late payment penalties with respect to the timely payment of such Regular Assessments, which may penalties may be in addition to those otherwise provided in the Restated Declaration or in the By-Laws. Commencing upon the effective date of this Restated Declaration, the late payment fee shall be in the amount of Thirty Dollars (\$30.00) per month for each month during which an installment of such Regular Assessment remains unpaid, which amount may be adjusted from time to time by the Board of Directors of the Association and which amount will begin to accrue upon the fifteenth (15th) day of each month.
- (c) 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 by the By-Laws, the Restated Declaration or the Indiana Horizontal Property Law, the Board of Directors shall have the full right, power and authority to make special assessments not in excess of \$500.00 per each such occurrence and per Owner of a Unit, which, upon resolution of the Board, shall become a lien on each Unit, (herein called "Special Assessment").

(d) Lien for Assessments.

- (i) All liens assessed but unpaid by an Owner for its share of Common Expenses or other expenses as are charged in this Declaration or the By-Laws which are chargeable to a respective Unit, including interest thereon at 10% per annum, shall constitute a lien on such Unit superior (prior) to all other liens and encumbrances, excepting only two:
 1. All taxes and special assessments levied by governmental and taxing authorities; and
 2. All liens securing sums due or to become due under any duly recorded mortgage lien or deed of trust.
- (ii) To evidence such lien, the Association may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the Board of Directors and may be recorded in the Office of the Recorder of Allen County, Indiana. Such lien for the Common Expenses shall attach from the date of the failure of payment of the assessment. Such lien may be enforced by foreclosure of the defaulting Owner's Unit by the Association. Any such foreclosure sale is to be conducted in accordance with the provisions of I.C. 32-25-6-3. Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same.
- (iii) The amount of the Common Expenses assessed against each Unit shall also be the debt of the Owner thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses may be maintainable without foreclosing or waiving the lien securing same.
- (iv) Any party holding a lien on a Unit may pay any unpaid Common Expense payable with respect to such Unit, and upon such payment, said party shall have a lien on such Unit for the amount paid of the same priority as the lien of his encumbrance.

(e) Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Unit, which, if neglected, would affect the value of the Property. Maintenance and repairs for which the Owner is responsible to make at

his expense include, but are not necessarily limited to, water, gas, plumbing and electric lines which service the Owner's Unit only and are located within exterior walls of the Unit, including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Unit; appliances to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment, doors, screens, windows, to include exterior and interior of all glass and screen surfaces, lamps, interior and exterior grouting and/or caulking, patios accessible to the Owner's Unit only, and all other Accessories appurtenant to the Unit.

- (f) Mechanic's and Materialmen's Liens. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the Common or Limited Areas owned by such other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liabilities arising from the claim of any lien against the Unit of any other Owner or against the Common or Limited Areas for construction performed or for labor, materials, services or other products incorporated in the Owner's Unit at such Owner's request.

- (g) Statement of Assessments. Upon the written request of any Owner or any lienholder or prospective lienholder of a Unit, the Association, by its Board of Directors, shall issue a written statement setting forth the unpaid assessments if any, with respect to the subject Unit, the amount of the periodic assessments, the date of such assessment and the due date, credit for advance payments or for prepaid items, including but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days, all unpaid assessments which become due prior to the date of making such request shall be subordinate to the lien of the person requesting such statement.

The purchaser, donee or other transferee of a Unit, by deed or other writing (herein called "Grantee"), shall be jointly and severally liable with the transferor of such Unit (herein called "Grantor") for all unpaid assessments against the latter for his proportionate share of the Common expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from Grantor the amounts paid by the Grantee, but such grantee shall be personally liable only if he or she expressly assumes such liability. The Grantee shall be entitled to a statement by the Board of Directors setting forth the amount of the unpaid assessments, if any, with respect to the subject Unit, the amount of the current periodic assessment and the date such assessment becomes due, as well as any credit for advance prepayments or for prepaid items, including, but not limited to, insurance payments. This statement shall be conclusive upon the Association. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of such request, such Grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessment against the subject Unit accruing prior to such 10 day period.

ARTICLE XXI

Covenants and Restrictions

The covenants and restrictions applicable to the use and enjoyment of the Units are set forth in the Code of By-Laws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by the any Owner, the Co-Owners or by the Association. Any present or future Owners or the Association shall be entitled to injunctive relief against any violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

ARTICLE XXII **Lease of a Unit by Owner**

For the purpose of maintaining the residential character of Covington Club Condominiums and for the protection of the Co-Owners with regard to financially responsible Unit occupants, the sale or lease of a Unit by an Owner shall be subject to the conditions and restrictions set forth herein. Such restrictions shall not apply to any purchaser acquiring title to a Unit by way of sheriff's deed upon foreclosure of a mortgage, nor to any conveyance of a Unit to a mortgagee in lieu of foreclosure.

No Owner shall lease his Unit or any part thereof or enter into any other rental or letting arrangement or agreement for his Unit without the prior written consent of the Board of Directors. Such consent shall not be unreasonably withheld. Any Owner desiring to enter into a lease for his Unit shall make written application to the Board of Directors which application shall state the reasons why the applicant wishes to lease the Unit the name of the proposed tenant, and financial references of the proposed tenant. A copy of such application shall also be forwarded to the Board of Directors. Within ten (10) days following the receipt of the application, the Board of Directors shall issue its written approval or disapproval to the Owner. In the event the Board of Directors fails to issue written approval or disapproval within such period, the application shall be deemed approved by the party failing to so respond. No approval shall be withheld because of the race, creed, color, sex or national origin of the proposed lessee.

The above provisions with respect to the Board of Directors' right to approve a lease of a Unit shall remain in full force and effect until the Property is removed from the provisions of the Act.

Any lease or attempted lease by an Owner of his Unit, except in accordance with this Article, shall be void; provided, however, that any certificate waiving the Board of Directors' right to approve pursuant to this Article may be relied upon by any lessee and shall, with respect to such lessee, be absolutely binding upon the Board of Directors and the Co-Owners unless such lessee has actual knowledge that the certificate was procured fraudulently or by reason of misrepresentation of a material fact.

ARTICLE XXIII **Amendment of Restated Declaration**

Amendments to this Restated Declaration shall be proposed and adopted in the following manner:

- (a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or the Owners of at least a majority of the Percentage Vote.
- (c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.
- (d) Adoption. Any proposed amendment to this Restated Declaration must be approved by a vote of not less than fifty-one percent (51%) in the aggregate of the Percentage Vote. In the event any Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its same mortgage interest to the Board of Directors in accordance with the provisions of the By-Laws.
- (e) Special Amendments. No amendment to this Restated Declaration shall be adopted which changes the Percentage Interest with respect to any Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Co-Owners, except as otherwise provided in this Restated Declaration.
- (f) Recording. Each amendment to the Restated Declaration shall be executed by the President and Secretary of the Association, and shall be recorded in the Office of the Recorder of Allen County, Indiana, and such amendment shall not become effective until so recorded.

ARTICLE XXIV **Acceptance and Ratification**

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

be subject to the Restated Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto as each may be amended from time to time.

ARTICLE XXV
Negligence

Each Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association.

ARTICLE XXVI
Costs and Attorney's Fees

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

ARTICLE XXVII
Waiver

No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Unit.

ARTICLE XXVIII
Severability Clause

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

ARTICLE XXIX
Private Streets

The streets and driveways located upon the Project shall be private easements for the benefit of all Unit Owners in the Property. Each Owner, their successors in interest, their invitees, and all public and quasi-public parties, including by way of illustration and not by way of limitation, fire, law enforcement, emergency, school, public utility, mail and delivery vehicles, shall have a perpetual right and easement for the purpose of ingress to and egress from the Property. The repair, maintenance and reconstruction of said streets and rights-of-way shall be borne equally by the Owners as provided in Article XV. Notwithstanding anything contained herein to the contrary, the Association hereby reserves the right to install "private property", "no trespassing",

“no solicitation”, and such other signs and in such locations as the Association, acting by and through its Board of Directors, may deem appropriate.

ARTICLE XXX
Replacement of Original Declaration

Upon the execution and recording of this Restated Declaration, the Restated Declaration, and all future amendments thereto, shall replace and supercede all terms, provisions, covenants, and conditions of the Original Declaration, it being the intention and agreement of all the Owners that the Restated Declaration, and all future amendments thereto, be the governing document(s) of the Covington Club Condominiums, without reference or regard to any other consistent or inconsistent term, provision, covenant, or condition of the Original Declaration.

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EXHIBIT “A”

[INSERT PLANS]

EXHIBIT “B”

[INSERT LEGAL DESCRIPTION FOR PROJECT]

APPENDIX I

[insert restated code of by-laws]