

**EXHIBIT 'A'**

**LEGAL DESCRIPTION OF THE PROPERTY**

106900

CORPORATE WARRANTY DEED

MAY 30 1991

*Quilley*  
RECORDER MONROE CO., IN

THIS INDENTURE WITNESSETH that CFC, Inc., an Indiana Corporation of Monroe County, Indiana, conveys and warrants to CFC, Inc., an Indiana Corporation of Monroe County, Indiana, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration not expressed herein, the receipt of which is hereby acknowledged, the following described real estate in Monroe County, Indiana, to-wit:

Lots 3 and 4 and part of Lots 1 and 2 of Howe's Addition to the City of Bloomington, Monroe County, Indiana, and the alley vacated by Ordinance 90-14 to Vacate a Public Parcel, dated April 5, 1990 and recorded April 19, 1990 in Miscellaneous Record 19 Page 01 in the office of the Recorder of Monroe County, Indiana, and part of Smith Avenue right-of-way located between Lots 1, 2 and 3 of Howe's Addition and Seminary Lot 32 in the City of Bloomington vacated by Ordinance 91-19 to Vacate a Public Parcel dated April 17, 1991 and recorded April 25, 1991 in Miscellaneous Record 207 Page 295-295A in the office of the Recorder of Monroe County, Indiana, bounded and described as follows: Beginning at an iron pin found in place at the Southwest corner of Lot 4 in said Subdivision; thence North along the East right-of-way of Madison Street (right-of-way line being the basis of bearings for this description), 63.04 feet to an iron pin found in place; thence North along the East right-of-way line of Madison Street, 63.03 feet to the South right-of-way line of Smith Street; thence North 89 degrees 43 minutes 31 seconds East, 86.83 feet; thence North 78 degrees 25 minutes 33.7 seconds East 20.42 feet; thence South 89 degrees 45 minutes 38.09 seconds East, 108.00 feet; thence South 68 degrees 03 minutes 9.82 seconds East, 8.01 feet; thence South 89 degrees 43 minutes 31 seconds West, 3.79 feet; thence South 00 degrees 30 minutes 21 seconds East, 62.92 feet to a point; thence North 89 degrees 44 minutes 36 seconds West, 86.77 feet; thence South 00 degrees 08 minutes 59 seconds West, 62.91 feet; thence South 89 degrees 16 minutes 19 seconds West, 132.11 feet to the point of beginning and containing 0.533 acres, more or less.

208 517

The undersigned hereby represents that this real estate is not "property" as defined in Indiana Code 13-7-22.5-6, and is not, and has not been used as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-7-22.5-1, et. seq. (Indiana Responsible Transfer Law), is required for this transaction.

Subject to the second installment of the real estate taxes for the year 1990 due and payable in November, 1991, and all subsequent taxes.

Subject to the covenants, conditions and restrictions contained in the plat of Howe's Addition as per plat thereof recorded in Plat Cabinet B Envelope 7.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein, and that all necessary corporate action for the making of such conveyance has been taken and done, and that there is no Gross Income Tax due on this transaction.

IN WITNESS WHEREOF, the said Grantor, CFC, Inc., an Indiana Corporation has hereunto set its hand and seal this 28th day of May, 1991.



BYLAWS  
OF  
MADISON PARK HOMEOWNERS ASSOCIATION, INC.  
AN INDIANA NOT-FOR-PROFIT CORPORATION

ARTICLE I - PLAN OF UNIT OWNERSHIP

Section 1.--Unit Ownership.

The Property located in Monroe County, State of Indiana, and more particularly described in the Declaration to which these By-Laws are attached has been submitted to the provisions of Chapter 349 of the Acts of the Indiana General Assembly of 1963 entitled "Horizontal Property Act" by Declaration recorded in the Office of the Recorder for Monroe County, State of Indiana, simultaneously herewith, and shall hereinafter be known as "Madison Park Homeowners Association, Inc." (hereinafter called the "Condominium").

Section 1.2.--Applicability of By-Laws.

The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. These By-Laws are adopted simultaneously with the execution of that certain Declaration creating the Madison Park Condominiums to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference and all of the covenants, rights, definitions, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws.

Section 1.3.--Application.

All present and future owners, mortgagees, lessees and occupants of Units and their employees; and any other persons who may use the facilities of the Property in any manner are subject to the Declaration, these By-Laws and rules and regulations made pursuant hereto and any amendment to these By-Laws upon the same being passed and duly set forth in an amendment to the Declaration, duly recorded.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws (and any rules and regulations made pursuant hereto) and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with.

## ARTICLE II - BOARD OF DIRECTORS

## Section 2.1--Number and Qualification--Termination of Declarant Control.

(a) The affairs of the Corporation shall be governed by a Board of Directors which shall consist of five persons, the majority of whom shall be Unit Owners. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Unit Owner shall be eligible to serve as a Director and shall be deemed to be a Unit Owner for the purposes of the preceding sentence. Directors shall be elected by the Unit Owners, except for the original five Directors. At any meeting at which Directors are to be elected, the Unit Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Corporation Laws of the State of Indiana for conducting the elections.

(b) The terms of the Directors shall be two years and at the first annual meeting three directors shall be elected for a two year term and two directors will be elected for a one year term.

(c) The Board of Directors shall elect the officers. The Board of Directors and officers shall take office upon election.

(d) At any time after July 1, 1991, the Corporation shall call a meeting and give not less than 10 nor more than 60 days' notice to the Unit Owners for this purpose. This meeting may be called and the notice given by any Unit Owner if the Corporation fails to do so.

Section 2.2--Powers and Duties. The Board of Directors may act in all instances on behalf of the Corporation, except as provided in the Declaration, these Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Corporation, which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws and Rules and regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees, independent contractors and agents other than managing agents;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Corporation's Declaration, Bylaws or Rules in the Corporation's name, on behalf of the Corporation or two or more Unit Owners on matters affecting the common area;

- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey, in the Corporation's name, any right, title or interest to real estate or personal property.
- (k) Grant easements for any period of time, including permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements;
- (l) Impose and receive a payment, fee or charge for services provided to Unit Owners and for the use, rental or operation of the Common Elements.
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy a reasonable fine for a violation of the Declaration, Bylaws, Rules and regulations of the Corporation;
- (n) Impose a reasonable charge for the preparation and recording of amendments to the Declaration, or statements of unpaid assessments;
- (o) Provide for the indemnification of the Corporation's officers and Board and maintain Directors' and officers' liability insurance;
- (p) Assign the Corporation's right to future income, including the right to receive Common Expense assessments;
- (q) Exercise any other powers conferred by the Declaration or Bylaws;
- (r) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Corporation;
- (s) Exercise any other power necessary and proper for the governance and operation of the Corporation; and

Section 2.3--Standard of Care. In the performance of their duties, the officers and members of the Board of Directors are required to exercise the care required of Directors of For-Profit Corporations in the State of Indiana.

Section 2.4--Manager. The Board of Directors may employ a manager for the Common Interest Community, at a compensation established by the Board of Directors, to perform duties and services authorized by the Board of Directors. The Board of

Directors may delegate to the manager only the powers granted to the Board of Directors by these Bylaws under Section 2.2, Subdivisions (c), (e), (g) and (h). Licenses, concessions and contracts may be executed by the manager pursuant to specific resolutions of the Board of Directors and to fulfill the requirements of the budget.

Section 2.5--Removal of Directors. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote, at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board of Directors, with or without cause.

Section 2.6--Vacancies. Vacancies in the Board of Directors, caused by any reason other than the removal of a Director by a vote of the Unit Owners, may be filled at a special meeting of the Board of Directors held for that purpose at any time after the occurrence of the vacancy, even though the Directors present at that meeting may constitute less than a quorum. These appointments shall be made in the following manner:

(a) As to vacancies of Directors whom Unit Owners elected, by a majority of the remaining elected Directors constituting the Board of Directors; and

(b) As to vacancies of Directors whom the Declarant has the right to appoint, by the Declarant.

Each person so elected or appointed shall be a Director for the remainder of the term of the Director so replaced.

Section 2.7--Regular Meetings. The first regular meeting of the Board of Directors following each annual meeting of the Unit Owners shall be held within 10 days after the annual meeting at a time and place to be set by the Unit Owners at the meeting at which the Board of Directors shall have been elected. No notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, provided a majority of the Directors are present. The Board of Directors may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings.

Section 2.8--Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Directors on at least three business days' notice to each Director. The notice shall be hand-delivered or mailed and shall state the time, place and purpose of the meeting.

Section 2.9--Location of Meetings. All meetings of the Board of Directors shall be held within the City of Bloomington, unless all Directors consent in writing to another location.



**Section 2.10--Waiver of Notice.** Any Director may waive notice of any meeting in writing. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice. If all the Directors are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

**Section 2.11--Quorum of Directors.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

**Section 2.12--Compensation.** A Director may receive a fee from the Corporation for acting as a director, as may be set by resolution of the Unit Owners, and may also receive reimbursement for necessary expenses actually incurred in connection with the Director's duties. Directors acting as officers or employees may also be compensated for those duties.

**Section 2.13--Consent to Corporate Action.** If all the Directors or all Directors of a committee established, for such purposes, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Corporation, and the number of the Directors constitutes a quorum, that action shall be a valid corporate action as though it had been authorized at a meeting of the Board of Directors or the committee, as the case may be. The Secretary shall file these consents with the minutes of the meetings of the Board of Directors.

**Section 2.14--Telephone Communication in Lieu of Attendance.** A Director may attend a meeting of the Board of Directors by using an electronic or telephonic communication method whereby the director may be heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board of Directors. The Director's vote shall be counted and the presence noted as if that Director were present in person on that particular matter.

### ARTICLE III - UNIT OWNERS

**Section 3.1--Annual Meeting.** Annual meetings of Unit Owners shall be held in July at such date set forth in the notice. At these meetings, the Directors shall be elected by ballot of the Unit Owners, in accordance with the provisions of Article II of the Bylaws. The Unit Owners may transact other business as may properly come before them at these meetings.

**Section 3.2--Budget Meeting.** Meetings of Unit Owners to consider proposed budgets shall be called. The budget may be considered at Annual or Special Meetings called for other purposes as well.

Section 3.3--Special Meetings. Special meetings of the Corporation may be called by the president, by a majority of the members of the Board of Directors or by Unit Owners comprising 20 percent of the votes in the Corporation.

Section 3.4--Place of Meetings. Meetings of the Unit Owners shall be held at Fountain Square or at a suitable place convenient to the Unit Owners, as may be designated by the Board of Directors or the president.

Section 3.5--Notice of Meetings. Except for budget meetings, which will be noticed not less than 14 nor more than 30 days after the mailing of the notice, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner not less than 10 nor more than 30 days in advance of a meeting.

Section 3.6--Waiver of Notice. Any Unit Owner may, at any time, waive notice of any meeting of the Unit Owners in writing, and the waiver shall be deemed equivalent to the receipt of notice.

Section 3.7--Adjournment of Meeting. At any meeting of Unit Owners, a majority of the Unit Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.8--Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;
- (e) Report on number and term of memberships of the Board of Directors (if required and noticed);
- (f) Election of inspectors of election (when required);
- (g) Election of Directors of the Board of Directors (when required);
- (h) Ratification of Budget (if required and noticed);
- (i) Unfinished business; and
- (j) New business.

**Section 3.9--Voting.**

(a) If only one of several owners of a Unit is present at a meeting of the Corporation, the owner present is entitled to cast all the votes allocated to the Unit. If more than one of the owners are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is majority agreement if any one of the owners casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by another owner of the Unit.

(b) Votes allocated to a Unit may be cast under a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given under this section only by actual notice of revocation to the person presiding over a meeting of the Corporation. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

(c) The vote of a corporation or business trust may be cast by any officer of that corporation or business trust in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation or business trust. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The moderator of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust owner is qualified to vote.

(d) Votes allocated to a Unit owned by the Corporation may not be cast.

**Section 3.10--Quorum.** Except as otherwise provided in these Bylaws, the Unit Owners present in person or by proxy at any meeting of Unit Owners {but no less than 30 percent of the members}, shall constitute a quorum at that meeting.

**Section 3.11--Majority Vote.** The Vote of a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where a higher percentage Vote is required in the Declaration, these Bylaws or by law.

**ARTICLE IV - OFFICERS**

**Section 4.1--Designation.** The principal officers of the Corporation shall be the president, the vice president, the secretary and the treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant treasurer, an assistant secretary and other officers as it finds necessary. The president and vice president, but no other officers, need to be Directors. Any two offices may be held by the same person, except the offices of president and secretary. The office of vice president may be vacant.

**Section 4.2--Election of Officers.** The officers of the Corporation shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors. They shall hold office at the pleasure of the Board of Directors.

**Section 4.3--Removal of Officers.** Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

**Section 4.4--President.** The President shall be the Chief Executive Officer of the Corporation. The president shall preside at all meetings of the Unit Owners and of the Board of Directors. The president shall have all of the general powers and duties which are incident to the office of president of a not-for-profit corporation organized under the laws of the State of Indiana, including but not limited to the power to appoint committees from among the Unit Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Corporation. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration and these Bylaws on behalf of the Corporation, following authorization or approval of the particular amendment as applicable.

**Section 4.5--Vice President.** The Vice President shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. If neither the president nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act in the place of the president on an interim basis. The Vice President shall also perform other duties imposed by the Board of Directors or by the President.

**Section 4.6--Secretary.** The secretary shall keep the minutes of all meetings of the Unit Owners and the Board of Directors. The secretary shall have charge of the Corporation's books and papers as the Board of Directors may direct and shall perform all the duties incident to the office of secretary of a not-for-profit corporation organized under the laws of the State of Indiana. The secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Corporation, following authorization or approval of the particular amendment as applicable.

**Section 4.7--Treasurer.** The treasurer shall be responsible for Corporation funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board of Directors and shall perform all the duties incident to the office of treasurer of a not-for-profit corporation organized under the laws of the State of Indiana. The treasurer may endorse on behalf of the Corporation, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Corporation in banks designated by the Board of Directors. Except for reserve funds described below, the

treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Corporation, stock, securities or other investment instruments owned or controlled by the Corporation or as fiduciary for others. Reserve funds of the Corporation shall be deposited in segregated accounts or in prudent investments, as the Board of Directors decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the treasurer, and executed by two directors, one of whom may be the treasurer if the treasurer is also a director.

Section 4.8--Agreements, Contracts, Deeds, Checks, etc. Except as provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Corporation shall be executed by any officer of the Corporation or by any other person or persons designated by the Board of Directors.

Section 4.9--Compensation. An officer may receive a fee from the Corporation, in an amount set by resolution of the Unit Owners, for acting as an officer. An officer may also receive reimbursement for necessary expenses actually incurred in connection with Corporation duties.

Section 4.10--Statements of Unpaid Assessments. The treasurer, assistant treasurer, a manager employed by the Corporation or, in their absence, any officer having access to the books and records of the Corporation may prepare, certify, and execute statements of unpaid assessments, in accordance with the Act.

The Corporation may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board of Directors. The Corporation may refuse to furnish statements of unpaid assessments until the fee is paid. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

## ARTICLE V - ENFORCEMENT

Section 5.1--Abatement and Enjoinment of Violations by Unit Owners. The violation of any of the Rules and regulations adopted by the Board of Directors or the breach of any provision of the Documents shall give the Board of Directors the right, after Notice and Hearing, except in case of an emergency, in addition to any other rights set forth in these Bylaws:

(a) To enter the Unit in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist in that unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Documents. The Board of Directors shall not be deemed liable for any manner of trespass by this action;  
or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 5.2—Fine for Violation. By resolution, following Notice and Hearing, the Board of Directors may levy a fine of up to \$25 per day for each day that a violation of the Documents or Rules persists after Notice and Hearing, but this amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board of Directors.

#### ARTICLE VI - INDEMNIFICATION

The Directors and officers of the Corporation shall have limited liabilities, and be entitled to indemnification, as provided in the laws of the State of Indiana, the provisions of which are incorporated by reference and made a part of this document.

#### ARTICLE VII - RECORDS

Section 7.1—Records and Audits. The Corporation shall maintain financial records. The financial records shall be maintained in accordance with the Declaration. The cost of the accounting shall be a Common Expense.

Section 7.2—Examination. All records maintained by the Corporation or the manager shall be available for examination and copying by any Unit Owner, any holder of a Security Interest in a Unit or its insurer or guarantor, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

Section 7.3—Records. The Corporation shall keep the following records:

(a) An account for each Unit, which shall designate the name and address of each Unit Owner, the name and address of each mortgagee who has given notice to the Corporation that it holds a mortgage on the Unit, the amount of each Common Expense assessment, the dates on which each assessment comes due, the amounts paid on the account and the balance due;

(b) An account for each Unit Owner showing any other fees payable by the Unit Owner;

(c) A record of any capital expenditures in excess of \$3,000 approved by the Board of Directors for the current and next two succeeding fiscal years;

(d) A record of the amount, and an accurate account of, the current balance of any reserves for capital expenditures, replacement and emergency repairs, together with the amount of those portions of reserves designated by the Corporation for a specific project;

(e) The most recent regularly prepared balance sheet and income and expense statement, if any, of the Corporation;

(f) The current operating budget adopted pursuant to the Act and ratified pursuant to the procedures of the Act;

(g) A record of any unsatisfied judgments against the Corporation and the existence of any pending suits in which the Corporation is a defendant;

(h) A record of insurance coverage provided for the benefit of Unit Owners and the Corporation;

(i) A record of any alterations or improvements to Units or Limited Common Elements which violate any provisions of the Declarations of which the Board of Directors has knowledge;

(j) A record of any violations, with respect to any portion of the Common Interest Community, of health, safety, fire or building codes or laws, ordinances, or regulations of which the Board of Directors has knowledge;

(k) A record of the actual cost, irrespective of discounts and allowances, of the maintenance of the Common Elements;

(l) Balance sheets and other records required by local corporate law;

(m) Tax returns for state and federal income taxation;

(n) Minutes of proceedings of incorporators, Unit Owners, Directors, committees of Directors and waivers of notice; and

(o) A copy of the most current versions of the Declaration, Bylaws, Rules, and resolutions of the Board of Directors, along with their exhibits and schedules.

## ARTICLE VIII - MISCELLANEOUS

Section 8.1--Notices. All notices to the Corporation or the Board of Directors shall be delivered to the office of the manager, or, if there is no manager, to the office of the Corporation, or to such other address as the Board of Directors may designate by written notice to all Unit Owners and to all holders of Security Interests in the Units who have notified the Corporation that they hold a Security Interest in a Unit. Except as otherwise provided, all notices to any Unit Owner shall be sent to the Owner's address as it appears in the records of the Corporation. All notices to holders of Security Interests in the Units shall be sent, except where a different manner of notice is specified elsewhere in the Documents, by registered or certified mail to their respective addresses, as designated by them in writing to the Corporation. All notices shall be

deemed to have been given when mailed, except notices of changes of address, which shall be deemed to have been given when received.

**Section 8.2--Fiscal Year.** The Board of Directors shall establish the fiscal year of the Corporation.

**Section 8.3--Waiver.** No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**Section 8.4--Office.** The principal office of the Corporation shall be at such place as the Board of Directors may from time to time designate.

**Section 8.5--Working Capital.** A working capital fund is to be established in the amount of two months' regularly budgeted initial Common Expense assessments, measured as of the date of the first assessment on the first phase, for all Units as they are created in proportion to their respective Allocated Interests in Common Expenses. Any amounts paid into this fund shall not be considered as advance payment of assessments. Each Unit's share of the working capital fund may be collected and then contributed to the Corporation by the Declarant at the time the sale of the Unit is closed. The working capital shall be deposited without interest in a segregated fund. The Declarant cannot use any of the working capital funds to defray its expenses, reserve contributions or construction costs or to make up budget deficits.

**Section 8.6--Reserves.** As a part of the adoption of the regular budget pursuant to the Declaration, the Board of Directors shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon the project's age, remaining life and the quantity and replacement cost of major common element improvements.



ARTICLE IX - AMENDMENTS TO BYLAWS

The Bylaws may be amended by majority vote of the Unit owners.

*Bob Doty*

Bob Doty, Secretary  
Madison Park Homeowners  
Association, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MONROE )

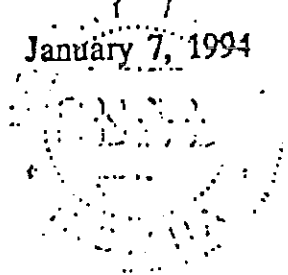
Before me the undersigned, a Notary Public, personally appeared Bob Doty, secretary of Madison Park Homeowners Association, Inc. and acknowledged the certification of the Bylaws, as Secretary of the Corporation, for and on behalf of the Madison Park Homeowners Association, Inc.

My Commission Expires:

January 7, 1994

*Patricia Ann Mitchell*

Patricia Ann Mitchell, Notary Public  
Residing in Monroe County, Indiana



205 533

**EXHIBIT "C"**  
**MASTER SITE PLAN**

EXH. 205-534

**EXHIBIT 'C'**  
**MASTER SITE PLAN**

SEE PLAT CABINET "H B" ENVELOPE 105  
IN THE OFFICE OF THE RECORDER OF  
MONROE COUNTY, INDIANA





205 536

**EXHIBIT "D"**  
**PLANS AND SPECIFICATIONS**

**SEE PLAT CABINET "H B" ENVELOPE 105**  
**IN THE OFFICE OF THE RECORDER OF**  
**MONROE COUNTY, INDIANA.**

SEP 205 537

**EXHIBIT 'E'**  
**UNIT DESIGNATIONS**

BUILDING	UNIT	FLOOR	LEVEL	DESIGN	SQUARE FOOTAGE	SQUARE FOOTAGE	TOTAL SQUARE FOOTAGE	ADDRESS
ONE	401	1ST & BASEMENT	776.3	2 BR & STORAGE	1451	1729	401 S. MADISON	
	401G	BASEMENT	767.3	GARAGE	278	1729		
ONE	403	1ST & BASEMENT	776.3	2 BR & STORAGE	1451	1729	403 S. MADISON	
	403G	BASEMENT	767.3	GARAGE	278	1729		
ONE	405	2ND	786.3	2 BR & LOFT	1277	1616	405 S. MADISON	
	405G	BASEMENT	767.3	GARAGE	339	1616		
ONE	407	2ND	786.3	2 BR & LOFT	1277	1616	407 S. MADISON	
	407G	BASEMENT	767.3	GARAGE	339	1616		
ONE	409	1ST & BASEMENT	776.3	2 BR & STORAGE	1451	1729	409 S. MADISON	
	409G	BASEMENT	767.3	GARAGE	278	1729		
ONE	411	1ST & BASEMENT	776.3	2BR & STORAGE	1451	1729	411 S. MADISON	
	411G	BASEMENT	767.3	GARAGE	278	1729		
ONE	413	2ND	786.3	2 BR & LOFT	1277	1616	413 S. MADISON	
	413G	BASEMENT	767.3	GARAGE	339	1616		
ONE	415	2ND	786.3	2 BR & LOFT	1277	1616	415 S. MADISON	
	415G	BASEMENT	767.3	GARAGE	339	1616		
TWO	417	1ST	769.2	2 BR	1089	1089	417 S. MADISON	
TWO	419	1ST	769.2	2 BR	1089	1089	419 S. MADISON	
TWO	421	2ND	779.2	2 BR & LOFT	1286	1286	421 S. MADISON	
TWO	423	2ND	779.2	2 BR & LOFT	1286	1286	423 S. MADISON	
TWO	425	1ST	767.2	2BR	1089	1089	425 S. MADISON	
TWO	427	1ST	767.2	2BR	1089	1089	427 S. MADISON	
TWO	429	2ND	777.2	2 BR & LOFT	1286	1286	429 S. MADISON	
TWO	431	2ND	777.2	2 BR & LOFT	1286	1286	431 S. MADISON	



RADLSON PARK CONDOPHTIUMS

BUILDING	UNIT	FLOOR	LEVEL	DESIGN	SQUARE FOOTAGE	TOTAL SQUARE FEET	CEILING HEIGHT	CEILING ELEVATION
ONE	401	1ST & BASEMENT	776.30	2 BR & STORAGE	1451		1ST FLOOR 9.09	785.39
	401G	BASEMENT	767.30	GARAGE	278	1729	GARAGE 8.09	775.39
ONE	403	1ST & BASEMENT	776.30	2 BR & STORAGE	1451		1ST FLOOR 9.09	785.39
	403G	BASEMENT	767.30	GARAGE	278	1729	GARAGE 8.09	775.39
ONE	405	2ND	786.30	2 BR + LOFT	1277		2ND 9.94 TO 18.98	796.24 TO 805.21
	405G	BASEMENT	767.30	GARAGE	339	1616	LOFT 8.98 GARAGE 8.09	805.28 775.39
ONE	407	2ND	786.30	2 BR + LOFT	1277		2ND 9.94 TO 18.98	796.24 TO 805.21
	407G	BASEMENT	767.30	GARAGE	339	1616	LOFT 8.98 GARAGE 8.09	775.39
ONE	409	1ST & BASEMENT	776.30	2 BR & STORAGE	1451		1ST 9.09	785.39
	409G	BASEMENT	767.30	GARAGE	278	1729	GARAGE 8.09	775.39
ONE	411	1ST & BASEMENT	776.30	2 BR & STORAGE	1451		1ST 9.09	785.39
	411G	BASEMENT	767.30	GARAGE	278	1729	GARAGE 8.09	775.39
ONE	413	2ND	786.30	2 BR + LOFT	1277		2ND 9.94 TO 18.98	796.24 TO 805.21
	413G	BASEMENT	767.30	GARAGE	339	1616	LOFT 8.98 GARAGE 8.09	775.39
ONE	415	2ND	786.30	2 BR + LOFT	1277		2ND 9.94 TO 18.98	796.24 TO 805.21
	415G	BASEMENT	767.30	GARAGE	339	1616	LOFT 8.98 GARAGE 8.09	805.28 775.39

205 540

**EXHIBIT 'F'**  
**LEGAL DESCRIPTION OF EXPANSION AREA**



• architects  
• engineers  
• surveyors

317 Main Street • Suite 300  
P.O. Box 722 • Vincennes, Indiana 47591  
Telephone 812/882-6555

EXHIBIT "F"

LEGAL DESCRIPTION  
FOR  
MADISON PARK PHASE II

Part of seminary Lot No. Thirty-two (32) in the City of Bloomington, Monroe County, Indiana, bounded and described as follows: Beginning at the Southwest corner of said Lot at the intersection of the North Line of Smith Street and the East Line of Madison Street; thence North, 126.93 feet; thence North 89 degrees 32 minutes 53 seconds East, 131.64 feet; thence North 00 degrees 23 minutes 17 seconds West, 31.00 feet; thence North 89 degrees 32 minutes 53 seconds East, 141.91 feet; thence South 00 degrees 44 minutes 03 seconds East, 88.97 feet; thence South 89 degrees 43 minutes 31 seconds West, 54.47 feet; thence South, 14.89 feet; thence West, 20.00 feet; thence South 51.00 feet; thence South 89 degrees 43 minutes 31 seconds West, 93.18 feet; thence South 78 degrees 24 minutes 56 seconds West, 20.39 feet; thence South 89 degrees 43 minutes 31 seconds West, 86.83 feet to the point of beginning and containing 0.781 acres more or less.