

Dear Stillwood Owners,

Nearly one year ago, the Board formed a Document Review Committee to evaluate and modernize the Association's governing documents:

1. The *Declaration of Horizontal Property Ownership – Stillwood Condominiums*, and
2. The *Code of By-Laws of Stillwood Condominiums Horizontal Property Regime*.

These documents were drafted in 1988 when Stillwood was created as a traditional condominium regime. Under the original legal structure, each owner holds title only to the **interior** of their home. The **exterior walls, roofs, foundations, and structural components** of all 32 homes — along with all land — are legally classified as **Common Areas**, jointly owned by all owners. The developers envisioned a community where the Association would maintain all exterior components, similar to apartment-style condominium living.

By 1995, owners recognized that maintaining the exterior of 32 standalone homes was not practical for a volunteer Board. The Association amended the documents to shift exterior maintenance responsibilities to individual owners. However, this amendment **did not change the underlying legal ownership**. To this day, the Association still legally owns the exterior of every home, and owners still legally own only the interior space.

This mismatch between **legal ownership** and **actual practice** has created numerous inconsistencies. Examples include:

- The Declaration still assigns the Association responsibility for water and sewer lines from each unit to the mains, which has never been the Association's practice.
- Owners are responsible for tree removal and replacement, yet the documents contain **no yard boundaries**, making it unclear which trees belong to which owner.
- Many provisions no longer reflect how Stillwood has operated in the past.

The attorney advising the Board in 1995 noted that correcting the ownership structure would “**be extremely time consuming**” and require “**rewriting most of the original documents**.” That work was not done then, probably due to the legal expense — but it has now been completed. Over the past year, the Document Review Committee has performed a full restatement of both governing documents. We gathered owner input, consulted long-time residents and past Board members, researched best practices of other HOAs, utilized AI reviews and held an Association-wide focus meeting at the Georgetown Library. All this with the goal of reducing legal expense and creating governing documents that reflect Owners' desires and operational reality. The restated drafts reflect how Stillwood actually functions today and provide a clear, consistent, and modern legal framework for the future. Of course, we will need final review by our attorney to check for any legal issues, but a huge portion of the ground work has been done.

100% Approval Is Required

Initially, we believed a 75% vote was sufficient. However, because the restated Declaration changes the **legal ownership structure** of each home — from owning 1/32 of every exterior to

owning 100% of one exterior and 0% of the others — Indiana law requires **unanimous approval** of all 32 owners. This requirement comes from the Indiana Horizontal Property Act, which prohibits altering undivided ownership interests in common areas without the consent of all owners.

Additionally, a past amendment created a percentage-interest schedule that was never used and never reflected in how Stillwood has operated. The restated documents correct this so that voting rights and assessments match our long-standing practice which is for every owner to have equal voting rights and assessments.”

Our Goal

We believe the restated documents accurately reflect how Stillwood has operated and provide a clear, fair, and sustainable governance structure for the future. We also believe the restatements are in the best long-term interest of every owner.

To minimize legal expenses, we are asking owners to vote **before** sending the drafts to the Association’s attorney for final review. If unanimous approval cannot be achieved, we will avoid incurring unnecessary legal costs.

Enclosed you will find:

- The revised Declaration and By-Laws
- A summary matrix of major changes
- A FAQ
- A ballot for approval or rejection
- A postage-paid return envelope

Our objective is to:

- Have all voting ballots returned ASAP, but no later than August 31st.
- Have legal review completed by October 15th
- Operate under the revised documents at our annual meeting in early November.

Your Vote Matters

Because unanimous approval is required, **a single “No” vote will prevent adoption**. If you are considering voting “No,” we respectfully request the opportunity to meet with you to discuss your concerns and ensure all provisions are clearly understood.

Please contact **Norm Cox at (260) 438-6630** to schedule a conversation.

Thank you for your time, your engagement, and your commitment to the future of Stillwood.

Sincerely, **Stillwood Board of Directors and Document Review Committee**

Frequently Asked Questions

Restated Declaration & By-Laws – Stillwood Condominium Association, Inc.

1. Why are we revising the governing documents?

The original 1988 Declaration and By-Laws were written for a traditional condominium model where the Association owned and maintained the exterior of all 32 homes. In 1995, owners shifted exterior maintenance to individual homeowners, but the legal ownership structure was never updated. This created inconsistencies between what the documents say and how Stillwood has actually operated for decades.

The restated documents correct these inconsistencies and modernize the Association's legal framework.

2. What is the biggest change?

The restated Declaration updates the **legal ownership of each home's exterior**. Today, each owner legally owns only the interior of their home and owns **1/32 of the exterior of all 32 homes**. The restated documents change this so each owner owns **100% of the interior and exterior of their own home and 0% of the others**. **That is what we all want** and it matches the legal documents and financial responsibilities to how Stillwood has functioned since 1995.

3. Why does this require unanimous approval?

Indiana's Horizontal Property Act (IC 32-25) requires **100% owner consent** for any change to the undivided ownership interests in the common areas. Because the amendment reallocates ownership of the exterior structures, unanimous approval is required.

If even one owner votes "No," the restated documents cannot be adopted.

4. Does this change my responsibilities?

Yes, in a positive way. Since every Owner currently owns a portion of the exterior of each condo unit in the Association, it protects you should someone else's unit be destroyed with no or insufficient insurance coverage to restore it. You will not own part of that other unit with the proposed changes, as you do now.

No in a positive way, since Owners are already responsible for exterior maintenance. The restated documents simply align legal ownership with long-standing practice.

5. Will this effect insurance?

Yes, but in a positive and clarifying way. Under the restated documents:

- Owners insure their own home's exterior (as hopefully they already do).
- The Association insures only true common areas (roads, lift station, signage, etc.).

This helps to eliminate ambiguity and ensure insurance coverage matches actual responsibilities.

6. Will this effect resale or refinancing?

Yes — in a beneficial way. Clear, modern governing documents reduce confusion for:

- Buyers
- Realtors
- Title companies
- Mortgage lenders

The restated documents are geared to make Stillwood easier to understand.

7. What happens if the restated documents are not approved?

Some examples if unanimous approval is not achieved:

- The Association will continue inappropriately operating under the outdated 1988 documents.
- Legal inconsistencies will remain.
- Yard boundaries will remain undefined.
- Exterior ownership of your home will remain joint with the 31 other owners.
- Perhaps worse, you will have a financial interest/liability in every other home in the Association.
- Many provisions in the legal documents will remain in conflict with historical precedence making much of the Association's administration nonconforming.

8. Why vote now instead of sending the drafts to the attorney first?

To avoid unnecessary legal expense. If unanimous approval cannot be achieved, the Association will not incur attorney fees for final review.

9. Can changes still be made to the Declaration or By-Laws?

No. Over the course of the last year, we asked for owner input, consulted long-time residents and past Board members, researched best practices of other HOAs, utilized AI reviews and held an Association-wide focus meeting at the Georgetown Library. At some point we must move forward. This is being offered as is, except for the attorney's legal review.

10. What if I am unsure or have concerns?

Please contact **Norm Cox at (260) 438-6630**. Because **unanimous** approval is required, the Board respectfully requests the opportunity to discuss any concerns before you vote.

Updated Explanation of Need for Restatement
This Explanation is intended to highlight most of the reasons and results of the restatements but is not met to be a legal review. The restated documents are controlling.

We heard you. Highlights of updates made as a result of input at the March all Association Meeting.



Observations
 A committee is a group of the unwilling chosen form the unit, to do the unnecessary.
Robert Heinlein

Observations

Changes made

Topic
1. Original legal document is not tailored to Stillwood's current situation.

1. Use of mix of calendar and business days addressing time period restrictions. Be more consistent.	1. Changed time period references to business days in all cases where appropriate and did not violate applicable laws.
2. New Owners lack of information concerning liabilities for the sewer system.	2. Added language to Sec. 9 of the Declaration describing our sewer and lift station. Financial statements will show reserves.
3. Financial and accounting transparency	3. Added By-Law Sec. 5.01 language clarifying owners rights to inspect financial records.
4. Wide ranging pet observations; mainly dogs.	4. Declaration Sec. 17 d); Kept pet limit to two. Suggestion was to adopt City ordinance. Research found City allows 8. No way! Eliminated weight restriction which is difficult to monitor and established non-aggressive temperament guidelines.
5. Storing of boats, trailers etc., in garages.	5. Eliminated the restriction. However, all such items including vehicles must be parked on a regular basis in the garages. Should there not be room for all items, offsite storage should be pursued. Declaration Sec. 17b.
6. Some opposition to the requirement that mulch be the only ground cover allowed in front of Units.	6. Eliminated that requirement from Sub Sec. 18 b)

Original Declaration	Restated Declaration
1. Boilerplate language taken from multi-unit and multi-story condo developments.	1. Language tailored to single family stand-alone Home.

Review of previously communicated major changes:

Topic

2. Home definition and ownership.

3. Common Area definition

4. Yard boundaries

5. Common Area definition.

6. Limited Common Area definition .

7. Correction of percent ownership in Common and Limited Common Areas.

8. Casualty restoration .

9. Condemnation.

Original Declaration

2. Home ownership defined as owning only the interior walls of a unit. Sec. 6.(b)

3. The definition of Common Area include what Owners typically thought of as their yard. Sec. 7

4. Contains no description of yard boundaries. Actually includes yards in Common Area . Sec. 7, 2nd paragraph.

5. The Tract, the yard, driveways and sidewalks, water and sanitary sewer mains and lines serving the Homes, exterior lighting fixtures and electrical service lighting the exterior of the Homes, pipes, ducts, electrical wiring and conduits and public utility lines and all facilities and appurtenances located outside of the boundary lines of the Homes. Sec.7

5. Entrancesways (i.e. doors) through which access to the Home is obtained, all utilities lying within the interior dimensions of the perimeter wall of the Homes. Except for air conditioners, all utilities lying outside the exterior of any Home are Common Areas.

7. Fourteenth Amendment incorrectly calculated the percentage ownership in the Common and Limited Common Areas for 31 Home owners as 3.03% and 6.07% for 1.

8. Requires Home Owner to provide proof of insurance to Board and to restore damaged home. If Owner can not or refuses to restore home, other Owners are required to restore the home and bare the cost subject to a lien on the home. Sec. 19.

9. Very complex language providing actions to be taken upon condemnation or taking of property by eminent domain. Mainly applicable to multi unit and high rise structures. Sec. 20

Restated Declaration

2. Home ownership defined as owning the entire structure (inside and outside) of each home unit. Sec. 5 a) page 5.

3. The new definition of Common Area is much more limiting and does not include what is typically thought of as "yards" .

4. Assigns conceptual yard boundaries to each Home and makes yards part of Limited Common Areas. Sec. 1g) and Exhibit "B",

5. Includes all portions of the Tract and the improvements thereon (such as, but not limited to, streets, water and sanitary sewer mains or lines), except the portion of the Tract and improvements assigned to individual Owners (i.e. Limited Common Area). Sec. 1 f)

5, Each Home's Limited Common Area shall be the immediate area surrounding the Home (i.e. the Yard) as described in Exhibit "B" including the driveway and sidewalks, and water and sanitary sewer lines connecting the Home to the Mains.

7. Correctly documents the percentage ownership of the Common and Limited Common Areas equally for each Owner as 3.125%. Sec. 6. Equal votes and equal share of expenses.

8. Requires Home Owner to provide proof and adequacy of insurance to the Board and to restore damage. If Owner can not or refuses to restore the home, the Association has the option to restore or not. Sec. 15. .

9. Eliminates that Section 20 due to its mostly inapplicability.

Topic

10. Protection of Mortgagee.

Original Declaration

10. Onerous administrative duties put on the Board to provide mortgage companies records and information, the primary benefit of which endured to the developer in order to sell properties. Sec 21.

Restated Declaration

10. Eliminates Section 21 to eliminate Board risks and administrative work that was not being done.

11. Recording of amendments and approval by Allen County Plan Commission or Zoning Dept.

11. Required that all amendments to the Declaration be approved by either the Allen County Planning Commission of Zoning Dept. Sec. 23. (f)

11. Eliminates the requirement that amendments have to be approved by the Planning Commission or Zoning Dept. This process is not required and, in fact, not followed as a matter of practice. All amendments will still be filed with the Allen County Recorder's office. Sec. 19. d)

12. Covenants and Restrictions.

12. These provisions were somewhat disbursed between both the Declaration and the By-Laws.

12. Covenants and Restrictions have been consolidated into the Revised Declaration. These provisions can be found in Section 17. and should be reviewed carefully. This Section is the one that Owners are mostly affected by directly. We have attempted to draft this section based on consultation from former Board Members and long time residents so that the provisions match up with how things have been administered over the years.

13. New owner capital conveyance fee.

13. No provision.

13. Allows the Association to implement a new owner "capital conveyance fee" by a vote of 75% of owners. Such fee cannot exceed 1 years regular assessment. Sec. 12 2nd Paragraph.

Topic

1. Annual Meeting.

Original By-Laws

1. Requires that the Annual Meeting is to be held on the second Sunday of April of each year. This provision has not been followed. Sec. 2.03.

Restated By-Laws

1. Allows for the Board to determine what date the Annual Meeting will be held each year. Sec. 2.02

3. Limitation on action by the Board.

3. Provides that the Board cannot spend more than \$2,500 on expenditures not previously authorized by the Owners through approval of the Budget. 3.08.

3. Increases that limit to \$3,500. 3.07.

Topic

4. Non-Liability of Directors.

Original By-Laws

4. Generally provides for the indemnification of the Directors by the Owners except for acts of bad faith or actions contrary to the provisions of the Declaration or By-Laws. Sec. 3.13.

Restated By-Laws

4. Similar provisions but now the Board is provided an extra shield from liability by our recent incorporation. Sec. 3.12. *We need Board volunteers!*

5. Annual Accounting.

5. Requires an annual accounting prepared by a CPA after the close of the accounting year, be provided to all Owners. Such accounting must show all receipts and expenditures for the year. Sec 5.01.

5. The Revised Declaration makes the hiring of a CPA optional. HOA law does not require hiring a CPA and as an association our receipts and expenditures are quite simple. Added By-Law Sec. 5.01 language clarifying owners rights to inspect financial records. Sec. 5.01.

6. Restrictions on Use.

6. As stated above, these restrictions and limitations have been consolidated to the Declaration document. Please review the changes carefully. Article VI of the original By-Laws and in Sec. 17 in the Restated Declaration.

6. As stated above, these restrictions and limitations have been consolidated to the Declaration document. Please review the changes carefully in Article VI of the original By-Laws and in Sec. 17 in the Restated Declaration.

7. Multiple Board. Members. from same home.

7. Restricts multiple Board. Members. From same home. Sec. 3.03

7. Eliminates the restriction of multiple board members from the same home.

8. Enforcement, Appeals & Dispute Resolution Process

8. None

8. Requires a Dispute Resolution Meeting to be held prior to any legal action being taken by Association or Owner. This is designed to prevent unnecessary legal expense. Article VII

**RESTATED DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
STILLWOOD CONDOMINIUMS HORIZONTAL
PROPERTY REGIME**

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RESTATED DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
STILLWOOD CONDOMINIUMS HORIZONTAL PROPERTY REGIME

THIS RESTATEMENT, of the Declaration of Horizontal Property Ownership Stillwood Condominiums Horizontal Property Regime (Declaration) made this _____ day of _____, 2026, by Stillwood Condominiums Association, Inc. (Association

WITNESSETH:

WHEREAS, the original Declaration was established on the 20th day of September, 1988 by Commercial Equity Resources, Inc., an Indiana corporation (Declarant) said Declarant then possessing fee simple title to the following described real estate (the "Tract") located in Allen County, Indiana, to-wit:

A part of the Northwest Quarter of Section 26, Township 31 North, Range 13 East and more particularly described as follows:

Beginning at the Northwest corner of said Northwest Quarter, thence South 88 deg. 59 min. 24 sec. East 329.99 feet along the centerline of Stellhorn Road and the North Line of said Northwest Quarter; thence South 00 deg. 20 min. 00 sec. West 1326.60 feet; to the West line of said Northwest Quarter; thence North 00 deg. 00 min. 00 sec. East along said West line 1327.38 feet to the place of beginning and containing 9.934 acres more or less, subject to easements and rights-of-way of record.

Together with such storm sewer and utility easements as may extend and be appurtenant to the above-described tract.

WHEREAS, Declarant, by executing that original Declaration created the Horizontal Property Regime upon the Tract to be known as "STILLWOOD CONDOMINIUMS", subject to the provisions of the Horizontal Property Act of the State of Indiana (Act), said Declaration being recorded in the Office of the Recorder of Allen County, Indiana as Document 88-0039530. and

WHEREAS, the Act was generally established to regulate development of communities consisting of multi-unit and multi-story condominium type structures such that these types of condominiums would qualify for FHA mortgage insurance, and

WHEREAS, all of the Homes within the STILLWOOD CONDOMINIUMS, while constructed on real property owned as tenants in common, are in fact stand-alone single-family homes held in fee simple. The description, administration and management of this type of arrangement differ materially from multi-unit and multi-story condominium structures, and

WHEREAS, over the course of approximately 38 years of existence there have been 23 amendments to the original Declaration, which, when combined with the above observations, create confusion for Board of Directors, Owners and prospective Owners, all of whom need to clearly understand the guiding documents, and

WHEREAS, the STILLWOOD CONDOMINIUMS Owners and the Board of Directors deem it desirable and necessary to restate the original Declaration in its entirety, including the Amendments thereto which altered the body of the original Declaration (i.e. Amendments 1, 21, 22 and 23). However, Amendments which altered the original Site Development Plan (attached to the body of the original Declaration as Exhibit "A") are not included in this restatement. Notwithstanding the prior sentence, Section 9. and Exhibit "B" of the Fourteenth (14) Amendment altering the Site Development Plan which incorrectly calculated the Percentage Interest of the Owners are hereby deleted in their entirety and each Owner's Percent Interest is correctly stated in Section 6 of this Restated Declaration.

NOW, THEREFORE, the DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP STILLWOOD CONDOMINIUMS HORIZONTAL PROPERTY REGIME including Amendments 1, 21, 22, and 23 are hereby restated as follows: Note, this Restated Declaration does not create a new condominium regime but restates the existing regime established in 1988.

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

- a). **"Act"** means the Horizontal Property Act of the State of Indiana, (i.e. Indiana Code § 32-25 et seq., as amended) The Act is incorporated herein by reference.
- b). **"Home"** means one of the stand-alone condominium units constituting "STILLWOOD CONDOMINIUMS". Each individual unit shall be a separate freehold estate and being more particularly described in Section 5 of this Restated Declaration and identified on the Site Development Plan, as amended from time to time. Notwithstanding the aforementioned, all Homes are now defined by their exterior boundaries and any prior interior-wall definitions are superseded. This Restated Declaration's definition controls over any inconsistent plat language.
- c). **"Association"** means the incorporated association of Co-Owners of STILLWOOD CONDOMINIUMS ASSOCIATION, INC.
- d). **"Board of Directors"** means the governing body of the Association elected by the Co-Owners in accordance with the Restated By-Laws of said Association.
- e). **"By-Laws or Restated By-Laws"** means the Restated By-Laws of the Association providing for the administration and management of the Association as required in conformity with the provisions of the Act. A copy of the Restated By-Laws is attached to this Restated Declaration and incorporated herein by reference.
- f). **"Common Areas"** means and includes all portions of the Tract and the improvements thereon (such as, but not limited to, streets, water and sanitary sewer mains or lines), except the portion of the Tract and improvements assigned to individual Owners (i.e. Limited Common Area) as provided for in this Restated Declaration, the By-Laws of the Association, and the Site Development Plan of STILLWOOD CONDOMINIUMS.
- g). **"Limited Common Areas"** means those portions of the Tract which are assigned to and limited in their use and enjoyment to each specific Home. Each Home's assigned Limited Common Area shall be as follows:

- i. The immediate area surrounding the Home (i.e. the Yard) as described in Exhibit "B", including the driveway, sidewalk(s), and patio and/or deck.
 - ii. Water and sanitary sewer lines connecting the Home to the mains.
- h). **"Common Expenses"** means administration expenses of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and expenses incurred for certain duties of upkeep of Limited Common Areas as described in Sections 11 and 12. Common Expenses include all expenses for annual operating expenditures as well as increases in capital reserve accounts and all sums lawfully expended by the Association or as declared by the Act, this Restated Declaration or the By-Laws.
- i). **"Condominium"** means real estate lawfully subjected to this Restated Declaration and the STILLWOOD CONDOMINIUM HORIZONTAL PROPERTY REGIME.
- j). **"Owner"** means the person or legal entity holding record title in fee simple to a Home identified as a numbered Unit as established by the recorded Site Development Plans accompanying the original Declaration. Each Owner shall have an undivided interest in the Common Areas and Limited Common Areas of the Tract. Contract purchasers shall be treated as Owners for purposes of notice, assessments and voting unless otherwise determined by the Board. The term does not include persons or entities that hold an interest solely through a security instrument, such as a mortgage, or lien.
- k). **"Co-owners"** means collectively all the Owners of the individual Homes.
- l). **"STILLWOOD CONDOMINIUMS"** means the name by which the Property and Horizontal Property Regime shall be known.
- m). **"Percentage Interest"** means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Common Areas appertaining to each Home as required by Indiana Code § 32-25-7-10 and specified in Section 6 of this Restated Declaration.
- n). **"Site Development Plan"** means the layout drawing of the Tract and Homes for STILLWOOD CONDOMINIUMS prepared by J. L. Russell, Associates, Inc., Engineers and Surveyors, representing the proposed development of the Tract and all amendments thereto, said layout drawing, together with the legal description appearing thereon being marked Exhibit "A" to the original Declaration and incorporated herein by reference.
- o). **"Floor and Building Plans"** means the architectural drawings detailing the layout, location, identification and dimensions of the respective proposed Homes to be located on the Tract, as prepared by L. Russell Associates, Inc., Engineers and Surveyors, which Floor and Building Plans and all amendments thereto, shall be deemed incorporated herein by reference.
- p). **"Property"** means the Tract and the appurtenant easements, including therein any annexations or additions thereto, the Homes, 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 STILLWOOD CONDOMINIUMS.
- q). **"Project"** means the condominium project known as STILLWOOD CONDOMINIUM HORIZONTAL PROPERTY REGIME, including therein all Property comprising the same.

r). **"Tract"** means the real estate described in the preamble herein.

s). **"Condominium Interest"** shall mean the following:

1. Fee simple title to a Home.

2. An undivided Percentage Interest as a tenant in common, together with all other Owners, in the Common Areas and Limited Common Areas of the Tract.

3. The right to use the area described in the Restated Declaration as "Limited Common Areas" and assigned to the use of the Owner's respective Home.

4. 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.

t). **"Yard"** means the Limited Common Area assigned by the Board of Directors to an individual Home as illustrated in Exhibit "B" hereof.

Section 2. Number of Homes. The number of Homes on the Tract shall be thirty-two (32) as shown on the amended Site Development Plan. No additional Homes or phases may be added to the Project. The Homes are identified and referred to in the Site Development Plan and in this Restated Declaration by unit number. Said Homes are further described by street numbers assigned by the Allen County Plan Commission.

Homes originally designated as Units five (5) and nine (9) were deleted by the adoption of the Fourteenth Amendment and the equal 3.125% ownership allocation described in Section 6 hereof reflects the deletion.

Section 3. Building Locations: All developer improvements required under the original Declaration have been completed. The Site Development Plan shall disclose the location of streets and the general location and size of the Homes. The size of the Homes as shown on the Site Development Plan may be described by measurements of inside or outside walls. No part of any Home shall be located nearer than twenty-five (25) feet to the boundary line of the real estate comprising any part of the Tract, nearer than seven (7) feet to the structural portion of any other Home, nor nearer than twenty-five (25) feet to the centerline of any street, except any Home whose front yard adjoins the circular portion of a cul-de-sac street, such Home shall be located no nearer than forty-nine (49) feet from the center of said cul-de-sac. The location of the Homes upon the building sites shall be controlled by and in accordance with the following provisions:

a). **Developer's Improvements:** All developer improvements required under the original Declaration have been completed.

b). **Surface Drainage Easements:** Surface drainage easements and Common Areas used for drainage purposes as shown in the Site Development Plan are intended for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain or to require such repair and maintenance as shall be reasonably necessary to keep the conductors unobstructed.

c). Obstructions: All easements shall be kept free at all times of permanent structures except improvements installed by an authorized utility and removal of any obstruction by a utility company shall in no way obligate the company to restore the obstruction. Any structure, shrubbery, trees, or other installation located on easements for public and municipal utilities and sewers, whether temporary or permanent, shall be subject to the paramount right of the utility or sewage treatment works to install, repair, maintain or replace its utility and sewer installation.

Section 4. Identification of Homes. Each Home shall be identified by street numbers assigned by the Allen County Plan Commission. The Site Development Plan submitted with the original Declaration sets forth the Location and Unit numbers of the Homes to be placed upon the Tract; sets forth the relation of the Homes to streets; and establishes the proposed placement of Homes upon the Tract. To be superimposed upon the Homes as described and outlined in said Site Development Plan are the street numbers corresponding to the designation of the Homes in said Tract. The street numbers designating the Homes shall also be set forth on the Floor and Building Plans which further designate the dimensions, layout and location of the respective Homes.

The legal description for each Home shall be the numerical designation assigned to it as shown on the Floor and Building Plans. By way of example, a given Home shall be legally described as follows: Unit No. 1 STILLWOOD CONDOMINIUMS, a Horizontal Property Regime in Allen County, Indiana, (Also known as _____ Stillwood Drive or Stillwood Court.

Section 5. Description of Homes.

a). Individual Unit Structures. Each Home shall consist of the entirety of the individual unit structure including, but not limited to, the foundation, patio or deck attached thereto, inside and outside walls, floors, doors, windows, roof, as well as all fixtures, facilities, utilities, wiring, plumbing, equipment, appliances and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Home wherein or upon which the same are located or to which they are attached.

b). Size of Home. The Homes shall be one (1) story units, consisting of a minimum of 1400 square feet and a maximum of 1800 square feet exclusive of the garage area. Each Home shall have an attached two (2) car garage. All Homes have been constructed in accordance with the original development plans as amended from time to time. No Home may be enlarged, expanded, or increased in height without approval of the Board, and 100% of the owners and in compliance with zoning requirements.

c). Home – Condominium Interest. Each Home shall carry with it and have inherent therein a “Condominium Interest” as that term is herein above defined, and said Condominium Interest shall be inseparable from said Home and shall pass with the fee simple interest to said Home as an integral part thereof.

Section 6. Ownership of Common and Limited 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 Home’s Percentage Interest. The Percentage Interest in the Common Areas and Limited Common Areas appertaining to each Home is three point one two five percent (3.125%). The Percentage Interest of each Home shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the

total number of Homes (32). Except as otherwise provided or permitted herein, the Percentage Interest in the Common Areas and Limited Common Areas appertaining to each separate Home shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and then only if in compliance with all requirements of the Act. Because all Homes' Percentage Interest are equal, the Percentage Interest appertaining to each Home shall be equal to one (1) Vote allocable to the Owner thereof in all matters with respect to STILLWOOD CONDOMINIUMS HORIZONTAL PROPERTY REGIME and the incorporated Association upon which the Co-Owners are entitled to vote.

Section 7. Real Estate Taxes. Real estate taxes are to be separately taxed to each Home as provided in the Act. In the event for any year a real estate taxes are not separately assessed and taxed to each Home, but are assessed and taxed on the Property as a whole, 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 has respective Home, and shall further pay his proportionate share of the taxes on the improvements based upon the ratio between the value of his Home and the sum of the values of all Homes that make up the assessment on improvements. Where replacement costs have been established for purposes of insurance, such replacements costs shall be deemed to establish the relative value of the respective Homes for purposes of this Section.

Section 8. 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 vote of the Owners (i.e. 17).

Section 9. Streets, Water Mains and Sewer Mains. The streets and entranceways shown on the Property Site Development Plan, known as Stillwood Drive and Stillwood Court, were originally platted as private easements for the benefit of all Home Owners and their invitees. These streets and entranceways were to be repaired and maintained at the expense of the Owners. In 1999, Stillwood Drive and Stillwood Court were conveyed to and accepted by the City of Fort Wayne as public streets. Upon acceptance, all ownership, control, repair, maintenance, and snow removal responsibilities for these streets transferred to the City of Fort Wayne. Accordingly, Stillwood Drive and Stillwood Court are not part of the Association's Common Areas, and the Association has no ownership interest or maintenance responsibility for these streets. Parking on public streets is subject to City of Fort Wayne regulations and any additional rules and regulations adopted by the Association.

Water mains serving the Property also became the responsibility of the City of Fort Wayne in 1999. Water mains are not part of the Common Area.

The Property's sewer lift station on Stillwood Drive as well as the sewer main running from the lift station to the end of Stillwood Drive serving Units 11 through 34 remains the responsibility of Stillwood Association, Inc. Units 1 through 10 are served by City Utilities sewer mains.

Section 10. 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 is hereby created an incorporated association of the Co-Owners of the Homes in STILLWOOD CONDOMINIUMS, to be known as the STILLWOOD CONDOMINIUMS ASSOCIATION, 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.

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.

Section 11. Owner's Responsibilities for Maintenance and Repairs of Homes and Assigned Limited Common Areas.

- a). Home. Each Owner shall be liable and responsible for the upkeep, maintenance, repairs and replacement needed within the interior and exterior walls of each Owner's Home, including, but not limited to, exterior painting, exterior siding maintenance, exterior lighting fixtures, electrical service lighting, plumbing, roof repair and replacement, pest control, etc.
- b). Assigned Limited Common Area / Yard. Except for those Limited Common Area duties expressly retained by the Association below, each Owner shall be responsible for the maintenance and repair of flower gardens, mulching, tree and shrubbery trimming, pruning, removal (in the case of dead or damaged trees and shrubs) and replacement, pest control, etc. within the Yard / Limited Common Areas assigned to the Owners Home. The Association shall have the following duties with respect to each Owner's assigned Limited Common Area, 1) lawn care (mowing, fertilizing and weed control), 2) pruning shrubbery and mulching beds located immediately to the front of each Home, and 3) snow removal on each Home's driveway and sidewalks. The Association is not responsible for damage to Owner-installed edging, lighting, or landscaping located within the Limited Common Areas. The Association shall have no responsibility or obligation for the performance of maintenance or repairs, if the same has specifically been allocated to the Owner in this Section.

Section 12. Association's Responsibilities. Maintenance, repair, replacements and upkeep of the Common Areas as specified in Subsection 11.a) and certain Limited Common Area duties as specified in Subsection 11.b). above shall be furnished by the Association, and shall be chargeable by the Association to all Homes or fewer than all Homes as the Declaration, the By-Laws and rules and regulations of the condominium Project shall provide. The Board of Directors shall adopt such rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Common Areas as it deems appropriate.

Section 13. Assessments and Capital Conveyance Fees. The Association shall have the duty of establishing quarterly assessments by determining, the amounts necessary for annual operating expenses and to properly maintain a capital reserve fund - Common Expenses. Such assessments may be by quarterly assessments on each Owner and by implementation of a capital conveyance fee to be levied at the time of closing on the sale of an Owner's Home. Should the Association wish to implement a capital conveyance fee, 75% (i.e. 24) of the Owners must agree to such by signature vote. Additionally, such capital conveyance fee shall not exceed the total of one year's annual assessment amount. Association duties and responsibilities regarding assessments are more fully set out in ARTICLE V of the By-Laws

The estimated Common Expenses shall be on a calendar year basis. The Association shall maintain and establish a reserve fund for deferred maintenance, repairs, improvements, legal costs, and other matters deemed appropriate.

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 among Home 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 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 Homes or Owners over others, or were made in contravention of the express terms and conditions of the Declaration and/or the By-Laws.

Section 14. Alterations, Additions, Improvements, Partition. No Owner shall make any alterations or additions to the exterior of any Home, or to the Common Areas or Limited Common Areas without the written approval of the Board of Directors, nor shall any Owner make any alterations to his respective Home and within the Home which would affect the safety or structural integrity of the Home. No Owner shall bring an action for partition or division of the Common or Limited Common Areas. There shall be no judicial partition of the Common or Limited Common Areas, nor shall Declarant or any person acquiring an interest in the Project or any part thereof seek any such judicial partition unless the property has been removed from the provisions of the Horizontal Property Act of the State of Indiana, provided, however, that if any Home 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 Owner. Any judicial partition of a Home shall not affect the Home's Percentage Interest or the Association's rights. The Association must be notified by the Owner of any such action.

Section 15. Home Owner Insurance. Each Home Owner shall individually obtain and pay for fire and extended coverage insurance insuring each Home Owner's Home in an amount equal to the full replacement costs thereof, such insurance having the designation of HO-3 or HO-5. The premiums for all such Owner's insurance shall be paid by each Owner directly to the Owner's insurance company. Each Owner shall annually submit proof of such insurance to the Association, and the Association shall maintain a file thereon. Owners shall notify the Association within ten (10) business days of any cancellation, non-renewal, or material change in coverage. Failure to maintain required insurance and submit proof of such, cancellation, non-renewal or material change constitutes a violation subject to fines and other enforcement remedies.

Section 16. Casualty and Restoration of Homes. In the event all or any portion of a Home or Homes are destroyed by the occurrence of fire or other casualty, the affected Owners shall remove debris within 30 days of the casualty event unless extended by the Board. Owners shall commence restoration within 60 days of receiving insurance proceeds and shall complete restoration within 12 months unless extended by the Board. The proceeds of the casualty insurance carried by the Owner may be required to be placed in escrow with the Association or mortgagee until restoration is complete. Such proceeds shall solely be applied to the cost of restoration until the Home is restored to its original state and such restoration is approved in writing by the Board of Directors. If the insurance proceeds are not adequate to cover the cost of such restoration of any Home suffering casualty damage, or in the event there are no proceeds, the costs of restoring the damage suffered by any given Home shall be borne by the respective Owner or Owners of such Home to the full extent of the additional costs and expenses of such restoration or reconstruction over and above the insurance proceeds allocated to said Home. If any Owner refuses

or fails to make the required repairs necessary to restore any casualty damage, and shall leave his Home in a state of disrepair, the Association shall have the option to complete the restoration and pay the cost thereof, and the cost attributable to the Owner or Owners who refuse or fail to make such restoration at the time required by the Board of Directors, shall become a lien on such defaulting Owner's Home and may be foreclosed in the same manner as provided for the lien of Common Expenses. Should the Association be required to decide whether to rebuild, repair, restore or sell any part or all of the Property due to a casualty, condemnation, or other event, an affirmative vote of at least two thirds (2/3) (i.e. 22 affirmative votes) of the Percentage Vote shall be required.

Section 17. Covenants and Restrictions. The following covenants and restrictions shall be applicable to the Stillwood Condominiums:

- a). All Homes shall be used exclusively for single family residential purposes, and be principally occupied by the Owner; or such other persons as permitted in Subsection b) below.
- b). No Home shall be rented, leased or principally occupied, by any person other than the Owner or the following
 - i. A parent or legal guardian (including Father-in-Law or Mother-in-Law) of the Owner;
 - ii. A child (biological, adopted, or legal ward) of the Owner;
 - iii. A sibling (including brother-in-Law or sister in-law and half-siblings) of the Owner.
 - iv. The grantor or material beneficiary of a trust which owns the Home.

For purposes of this Subsection b, "Owner" shall mean the individual(s) listed on the deed of record or, in the case of a Home owned by a trust, the grantor. All permitted tenants must be natural persons related to the Owner by blood (other than in-laws), adoption, or legal guardianship. No rental, lease or other occupation arrangement shall be for a term of less than six (6) months, and must be in writing and submitted to the Board of Directors prior to such agreement being executed. Owners are responsible for tenant compliance and subject to fines for tenant violations.

- c). To limit lawn maintenance obstructions and to limit personal structures on commonly owned property the following items may not be installed, placed, stored or used on any Home's Limited Common Area:
 - i. Structures, including but not limited to, ornamental, recreational, exercise structures etc.
 - ii. Additional buildings or sheds,
 - iii. Satellite dishes must be under one meter in diameter and amateur radio antennas must be located to minimize street visibility unless technically not feasible.
 - iv. Clotheslines
 - v. Fences, waste, trash or rubbish, shutters, radio, or television antennas, etc.
 - vi. Awnings or canopies shall be restricted to the rear of the Home and then, only in conjunction with patio or deck design and/or functional shading.

All unauthorized items must be removed within 10 business days of notice from the Association. Repeated violations may result in fines or legal action.

d). No more than two (2) pets; dogs, cats, or other typical household pets; may be kept within an Owner's Home. Dogs with aggressive behavior such as lunging, growling, confrontive barking etc. are not allowed. Pets cannot be kept, bred, or maintained for any commercial purpose nor can they create a nuisance. Pets shall be taken outdoors only under leash and while attended by their owner. Pets may only be unattended in the Owner's Yard, but such pets must be tethered on a leash, or confined to the Owners Yard by use of an invisible fence. Pets must be walked in Common Areas and droppings must be immediately disposed of by the pet's Owner in an appropriate receptacle. Pet Owner's Yards must be cleaned of pet droppings regularly by the Owner to prevent odor and tracking by lawn workers.

e). Except as provided in d). above, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Home or Limited Common Area,

f). No business, commercial enterprise, or professional service shall be conducted from any Home, except that, incidental home office use is permitted provided it does not include employees, signage, or increased traffic. Notwithstanding the previous sentence, the Association shall not prohibit or unreasonably restrict the operation of a Class I child care home or other in-home child-care operation permitted under Indiana law. Nothing in this paragraph prevents the Association from enforcing reasonable rules related to parking, noise, safety, or compliance with applicable building and zoning codes.

g). No Owner shall allow his/her Home to be used in any unlawful manner or in any manner to cause injury to the reputation of Stillwood Condominiums Association, Inc., or to be a nuisance, annoyance, inconvenience, or damage to other Co-Owners. Excessive noise by the use of any musical instruments, radio, TV, loudspeakers, electrical equipment, amplifiers, or other equipment, or machines, or loud persons is not allowed.

h). All residents' vehicles (cars and trucks) shall be parked on a regular basis in the garages of the respective Owners. Exceptions for parking vehicles outside will be allowed for temporary situations for convenience or where work or other activities are taking place in the garages. Additionally, up to thirty (30) days exemption for parking owner vehicles in garages will be allowed during moving in or out. Unconventional vehicles, boats, campers, ATVs, small trailers of any kind, shall also be stored in the garage of the respective Owner. In the case of insufficient space, such items must be stored off site. No busses, commercial trucks, mobile homes or any other such vehicles shall be stored anywhere within the Property nor shall be parked on the Property other than temporarily (meaning 48 hours or less) without permission of the Board.

i). All Owners, their tenants or invitees, and all occupants of any Home or other persons entitled to use the same, and to use and enjoy the Common Areas or any part thereof shall observe and be governed by such rules and regulations as may, from time to time, be promulgated and issued by the Board of Directors, use and enjoyment of Common Areas and Limited Common Areas.

j). Political signs placed on Limited Common Areas / Yards are permitted during election periods as required by Indiana law. Contractor signs may be displayed during active work only.

Section 18. Architectural / Landscape Review. The purpose of the Architectural / Landscape review and approval provisions are to preserve the aesthetic integrity, property values, and harmonious design of the community. No exterior change of any kind, including modifications to windows, doors, siding, roofing, decks, patios, or exterior color, may be made without prior written approval from the Board of Directors or if so designated, its Architectural / Landscape Review Committee (ALRC). Emergency repairs necessary to protect persons or property may be performed immediately, with notice to the Committee as soon as practicable.

- a). All buildings, structures, walls, driveways, walkways, patios, decks, paint colors and other exterior alterations are subject to review
- b). Landscaping elements including trees, hardscaping, irrigation systems, and decorative items must be approved and conform to community standards. In general, more conformity is required for the front of Homes.
- c). Owners must submit detailed design plans including site layout, elevations, materials, colors, and hard landscaping.
- d). The Board of Directors / ARLC shall have fourteen (14) business days to approve, deny, or request modifications.
- e). Structures must conform to approved architectural styles and materials consistent with the community's character.
- f). Exterior finishes, lighting, and signage must be compatible with neighboring properties.
- g). Owners shall maintain all approved improvements and landscaping in good condition.
- h). Unauthorized modifications are subject to removal at the owner's expense.
- i). The Association may impose fines for non-compliance.
- j). Variances may be granted for unique site conditions or hardship, provided they do not undermine the community's standards.

Section 19. Enforcement of Covenants, Restrictions, Architectural and Landscape Provisions. The above covenants, restrictions, architectural and landscape provisions 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 the Owners, and are enforceable by the Association's Board of Directors. The Association shall be entitled to impose fines and seek injunctive relief against any violation of these provisions in accordance with the terms of Article V, Section 5.05 of the By-Laws. Unauthorized changes must be removed or corrected at the Owner's expense.

Section 20. Amendment of Declaration. Amendments to this Revised Declaration shall be proposed and adopted in the following manner;

- a). 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. The resolution concerning a proposed amendment must be adopted by the designated vote in accordance with the provisions of the By-Laws.

b). Adoption. Any proposed amendment to this Restated Declaration must be approved by the signature vote of not less than 75% (i.e. 24 Owners) in the aggregate of the Percentage Vote, except that, amendments to Section 17. shall only require at least 51% (i.e. 17 Owners) of such Percentage Vote.

c). Special Amendments. No amendment to this Restated Declaration shall be adopted, which changes the Percentage Interest with respect to any Home or the applicable share of an Owners liability for the Common Expense, without the approval of 100% of the Co-Owners, except as otherwise provided in this Restated Declaration.

d). Recording. Each amendment to the 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.

e). Correction of Error. Notwithstanding the foregoing or anything herein to the contrary, the Declarant reserved the right, for a period of five (5) years, without the consent of the Owners or any Mortgagee to amend the original Declaration or the original By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein; or correcting any inadvertent misstatements, errors or omissions herein or to comply with the requirements of any federal, state or local agency, or association, provided that no such amendment shall change the stated number of Homes or proportionate ownership interests in the Common Areas or Limited Common Areas attributable thereto.

Section 21. Acceptance and Ratification. All present and future Owners, tenants, and occupants of the Homes 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 shall be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Home shall constitute an agreement that the provisions of this Restated Declaration, the Act, the By-Laws, and any rules and regulations adopted pursuant thereto, as each may be amended from time to time or accepted and ratified by such Owner, tenant, or occupant, and all such provision shall be covenants running with the land and shall be binding any person having at any time an interest or a estate in a Home 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, who may occupy, use, enjoy or control a Home or Homes or any part of the property in any manner shall be subject to the Revised Declaration, the Act, the By-Laws and the rules and regulations applicable thereto, as such may be amended from time to time.

Section 22. Negligence. Each Owner shall be liable for the expense of any maintenance repair or replacement to Common Areas or Limited Common Areas rendered necessary by his negligence, or by that part of any of his invitees, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the association.

Section 23. Cost and Attorney's Fees. The Association or the Board of Directors may bring an action arising because of failure of an Owner to comply with any provision of this Revised Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as may be amended from time to time. Additionally, the Association, by and through its Board of Directors, may bring a legal proceeding for the collection of delinquent payments owed by an Owner and required under this Declaration. The Association shall be entitled to recover its costs and reasonable attorney's fees incurred in the collection of payments owed, or the enforcement against, any person who violates this Revised Declaration, the Act, the By-Laws, or rules and regulations adopted thereunder.

Section 24. Waiver. No Owner shall exempt himself from liability for his contribution toward the Common Expense by waiver of the use or enjoyment of any of the Common Areas or Limited Common Areas, or by abandonment of his Home.

Section 25. 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 any manner the validity, enforceability or effect of the rest of this Restated Declaration or to the attached By-Laws.

Section 26. Applicability of Statutes; Exemption from Indiana Code 32-25.5. The Association was established in 1988 and constitutes a horizontal property regime governed by the Indiana Horizontal Property Act, Indiana Code 32-25. Pursuant to Indiana Code 32-25.5-1-1 and 32-25.5-1-2, the Indiana Homeowners Association Act, Indiana Code 32-25.5, applies only to homeowners' associations formed after June 30, 2009, or to associations that subsequently elect to adopt that Act. The Association has not elected to adopt Indiana Code 32-25.5.

Section 27. Termination. Termination of the Regime shall follow the procedures set forth in Indiana Code § 32-25-8.

IN WITNESS WHEREOF. The undersigned have caused this Declaration to be executed this day and year first above written.

STILLWOOD CONDOMINIUM ASSOCIATION, INC.

By: _____

Print Name _____, President

By: _____

Print Name _____, Secretary

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, a Notary Public in and for said County and State, personally appeared David Phillips and Kathy Phillips, the President and Secretary, respectively, of Stillwood Condominiums Association, Inc., and Indiana Corporation, who acknowledged execution of the foregoing RESTATEMENT OF THE DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP STILLWOOD CONDOMINIUMS HORIZONTAL PROPERTY REIGME for and on behalf of said Corporation.

Witness m hand and Notarial Seal this _____ day of _____ 2026.

Notary Public

My Commission Expires: _____, 20_____

Resident of Allen County, Indian

**EXHIBIT "B" TO THE
RESTATED DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
STILLWOOD CONDOMINIUMS HORIZONTAL PROPERTY REGIME**

(Exhibit "A" of the original Declaration is not amended by this Restated Declaration)

Limited Common Areas shall be those portions of the Tract which are limited in their use and enjoyment and assigned by the Board of Directors to each specific Home. More specifically, Limited Common Areas assigned to each Home shall be the area typically and traditionally thought of as the Home's Yard. While no lot lines exist, the Yard / Limited Common Area assigned to each Home shall be generally as detailed on the arial map included in this Exhibit "B". The conceptualized boundaries of such Yard / Limited Common Areas generally being determined by measuring the two center points between the closest together front and rear corners of neighboring Homes and projecting a sight line which intersects both center points and runs from the edge of the street through the easement to the rear property line of the Tract. The illustration below demonstrates this principle. Where this principle cannot be fully used due to placement of Home(s) on the Tract, the Board of Directors, considering input of affected Owners, shall determine the conceptual boundary. For those Homes bordering Stellhorn Road, the sight line shall run from the street to the crest of the privacy mound. For those Homes bordering the Bullerman Ditch, the sight line shall run from the street to the bank of the Ditch.

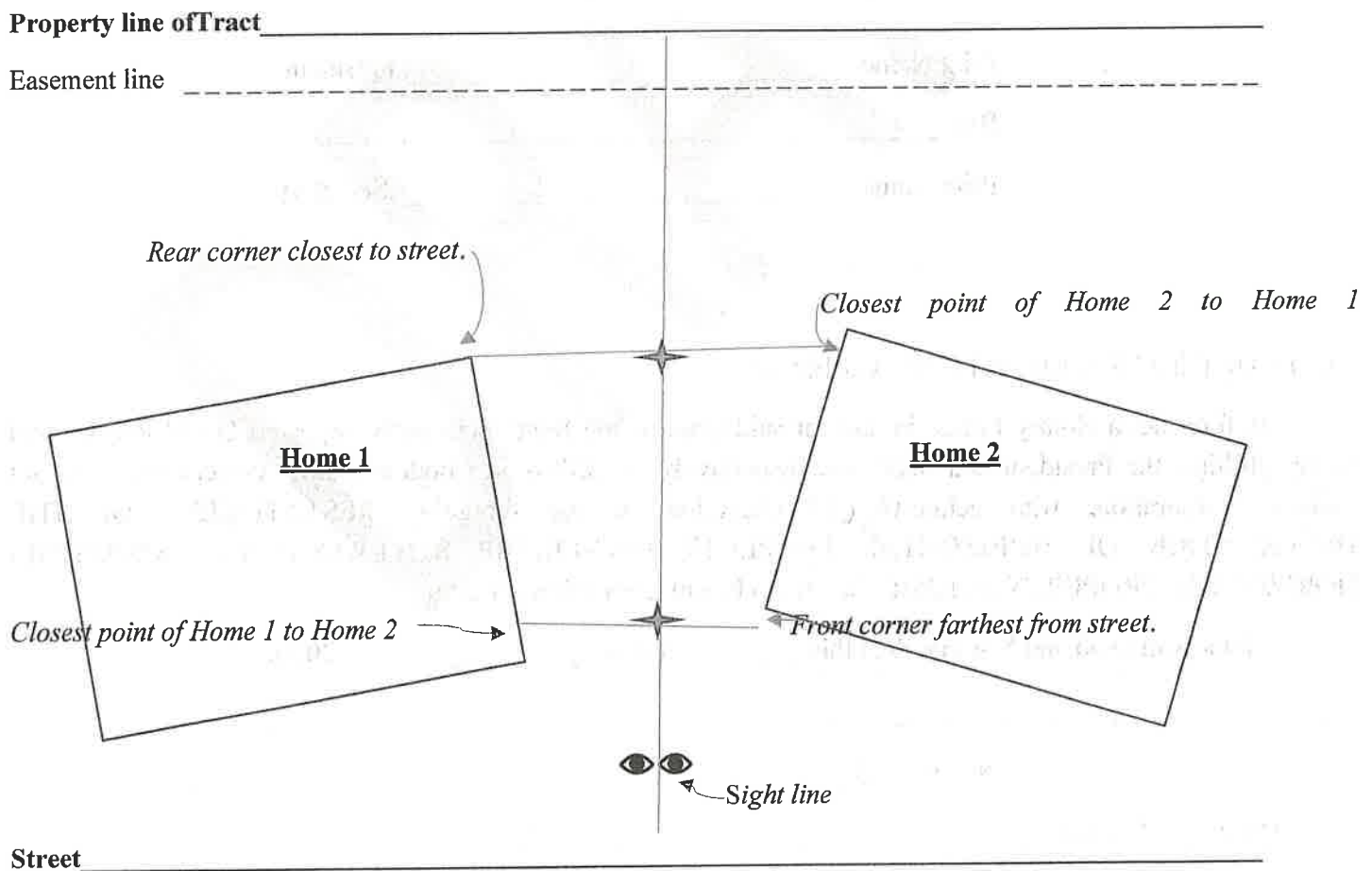


EXHIBIT "B" (continued)

Depiction of assigned Limited Common Areas (i.e. Yards); not legal lot lines.



RESTATED BY-LAWS
STILLWOOD CONDOMINIUMS ASSOCIATION, INC.

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RESTATED BY-LAWS
STILLWOOD CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I IDENTIFICATION AND APPLICABILITY

Section 1.01. Identification and Adoption. These restated By-Laws are adopted simultaneously with the execution of the RESTATED DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP STILLWOOD CONDOMINIUM HORIZONTAL PROPERTY REGIME to which these By-Laws are incorporated, attached and made a part thereof, and all of the covenants, rights, restrictions, and liabilities therein contained, shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Restated Declaration shall have the same meaning in these By-Laws. The provisions of these By-Laws shall govern the administration and conduct of the affairs of the Stillwood Condominium Association, Inc. (an Indiana nonprofit mutual benefit corporation, incorporated September 1, 2025), hereinafter called the Association. The original By-Laws attached to and made a part of the original Declaration are hereby deleted in their entirety.

Section 1.02. Association Membership. Every person or entity who is a record Owner of a Home shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Home. Membership in the Association shall automatically transfer to any successor Owner upon transfer of title to the Home. No action or consent shall be required to effectuate such transfer. No Owner shall be entitled to resign or withdraw from membership in the Association while owning a Home.

ARTICLE II MEETING OF ASSOCIATION

Section 2.01. Purpose of Meetings. At least annually and at such other time(s) as may be necessary, meetings of the Owners shall be held for purposes of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expense and for such other purposes as may be required by the Restated Declaration and these By-Laws.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held at such time as the then current Board of Directors shall determine and shall be conducted as provided for in subparagraph (e) of Section 2.05 below.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of a majority of the Owners. The petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No businesses shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meeting. Written notices stating the date, time, place of any meeting, and in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner, not less than 14 days prior to the date of such meeting. The notice shall be mailed or delivered (by hard copy or electronically) to the Owners at their address, as it appears on the records of the Association. Attendance at any meeting in person by agent or by proxy, shall constitute a waiver of notice of such meeting.

Section 2.05. Voting and Conduct of Annual Meeting.

(a) Number of Votes. Each Owner shall be entitled to cast one vote equal to his Home's Percentage of Interest set out in the paragraph six (6) of the Restated Declaration

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

(c) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting. Such proxy shall remain in effect for no more than 60 days.

(d) Quorum. The Owners representing at least thirty-three percent (33%, i.e. 11 Owners) of the Percentage Vote shall constitute a quorum at all meetings. The term majority of Owners, or majority of vote, as used in these By-Laws, shall mean not less than fifty one percent (51%,) of the Owners at such meeting. Notwithstanding the previous two sentences, no amendments shall be made to the Restated Declaration or Restated By-Laws without signature votes of at least 24 and 17 Owners respectively.

(e) Conduct of Annual Meetings. The chairman of the meeting shall be the President of the Association. He or she shall call the meeting to order at the duly designated time, and business will be conducted in the following order. Subparagraph

1. Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent there too."

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

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

4. Election of Board of Directors. Nominations for the Board of Directors may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least 10 days prior to the date of the annual meeting. However, should such nominations not be sufficient to fill the open Board positions, nominations from the floor shall be accepted. Voting for the Board of Directors shall be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast a total number of votes to which he is entitled for as many nominees as are to be elected. However, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. The foregoing is subject to the provisions of Section 3.02.

5. Other Business. Other business may be may be brought before this meeting only upon a written request submitted to the Secretary of the Association at least 10 days prior to the date of the

meeting, provided, however, that such written requests may be waived at the meeting, if agreed by a majority of the Percentage Vote present.

6. Adjournment.

ARTICLE III BOARD OF DIRECTORS

Section 3.01. Governance. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the Board of Directors or Board, and individually called Director). The Board shall be composed of five (5) persons. No person shall be eligible to serve as a Director unless he/she is an Owner.

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

Section 3.03. Term of Office and Vacancy. The Board members shall be elected at annual meetings of the Association. The term of elected Board members shall be for three (3) years. Any interim vacancy or vacancies occurring on the Board shall be filled by a vote of majority of the remaining Directors, or by a vote of the Owners, if the Director is removed in accordance with Section 3.04 of this Article III.

Section 3.04. Removal of Director. A Director may be removed with or without cause by vote of a majority of the Owners at a special meeting of the Owners duly called and constituted. In such case, his successors shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected.

Section 3.05. Duties of the Board of Directors. The Board of Directors shall provide for the administration of Stillwood Condominium Association, Inc., the maintenance upkeep and replacement of the Common Areas in Limited Common Areas and the collection and disbursement of the Common Expenses. These duties include, but are not limited to,

- (a) Snow removal from the Common Areas.
- (b) Landscaping and maintenance of the Common Areas and Limited Common Areas.
- (c) Assessment and collection from the Owners of the Owner's pro-rated share of the Common Expense.
- (d) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each member, each Owner at the same time as the notice of annual meeting is mailed or delivered.
- (e) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year, such accounting shall be delivered to each Owner simultaneously with the delivery of the annual budget,
- (f) keeping a current accurate and detailed record of receipts and expenditures affecting the property, specifying the itemizing the Common Expenses, and all records, and vouchers shall be available for examination by an Owner.

Section 3.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to the power to:

- (a) subject to a vote of the majority of Owners, employ a managing agent or a real estate management company, (either hereafter being referred to as Managing Agent), to assist the Board in performing its duties,
- (b) purchase for the benefit of such Owners' equipment, materials, labor, and service as may be necessary in the judgment of the Board of Directors,
- (c) employ legal counsels, architects, contractors, accountants, and others, as in the judgment of the Board, may be necessary or desirable in connection with the business and affairs of Stillwood Condominiums.
- (d) include the costs of all of the above and foregoing as Common Expense, and to pay all of such costs therefrom.
- (e) open and maintain bank accounts or accounts in the name of the Association,
- (f) adopt, revised amend, and alter from time-to-time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the property.
- (g) interpret and enforce the provisions of the Declaration, the By-Laws and rules and regulations.

Section 3.07. Limitations on Board Action. Authority of Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of up to \$2,500 without obtaining the prior approval of a majority of Owners, except in the following cases.

- (a) contracts for replacing or restoring portions of the Common Areas or Limited Common Areas, damaged or destroyed by fire or other casualties, where the costs thereof is payable out of insurance proceeds actually received.
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting, and
- (c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believe there is an insufficient time to call a meeting of the Owners.

Section 3.08. Compensation. No Director shall receive any compensation for a service as such, except to such extent, as may be expressly authorized by a majority of the Owners.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally, electronically or by the United States mail at least three (3) days prior to the date of such meeting.

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

the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is being called. Such meetings shall be held at such place and at such time within Allen County, Indiana, as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and in such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at any meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 3.11. Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of the majority of the Directors present at a meeting in which a quorum is present shall be the decision of the Board.

Section. 3.12. Non-Liability of Directors.

(a) General Provision. To the fullest extent permitted by the Indiana Nonprofit Corporation Act, as amended from time to time, the Association hereby indemnifies any person who is or was a Director or Officer of the Association, and who was or is a party to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative) by reason of the fact that such person is or was acting in their official capacity on behalf of the Association.

(b) Standard of Conduct. Indemnification shall be provided only if the individual acted in good faith and in a manner reasonably believed to be in the best interests of the Association. In the case of a criminal proceeding, the individual must have had no reasonable cause to believe their conduct was unlawful.

(c) Advancement of Expenses. Expenses incurred in defending any proceeding may be paid by the Association in advance of the final disposition of such proceeding, upon receipt of a written undertaking by or on behalf of the Director or Officer to repay such amount if it is ultimately determined that they are not entitled to indemnification.

(d). Exclusions. No indemnification shall be provided for acts of fraud, gross negligence, or willful misconduct, or for any proceeding initiated by the individual unless authorized by the Board.

(e) Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, against any liability asserted against them and incurred in such capacity, whether or not the Association would have the power to indemnify them under this Section.

ARTICLE IV OFFICERS

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board. The Directors may

elect an assistant Treasurer and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The Officers of the Association shall be elected annually by the Board at the initial meeting of each new Board upon an affirmative vote of a majority of all members of the Board. Any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

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

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

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

Section 4.06. The Treasure. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasure shall be the legal custodian of all monies, notes, securities, and other valuables, which may from time to time come into possession of the Association. The Treasure shall immediately deposit all funds of the Association coming into his/her hands in some reliable bank or other depository to be designated by the Board and shall keep such bank accounts in the name of the Association. The Treasurer shall not make any payments except on the basis of a voucher, which shall be signed by him and one other officer.

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

ARTICLE V ACCOUNTING & FINANCIAL RECORDS

Section 5.01. Annual Accounting. Annually after the close of the Association's accounting year, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall

show all receipts and expenses received incurred and paid during the preceding calendar year. The Board of Directors may hire professional accounting services to prepare such statements. Owners shall have the right to inspect the Association's financial records to the extent required by Indiana Code 32-25.5-3-3. The Association is not required to provide financial records more than two (2) years old, and the Association shall not be obligated to retain such records beyond that period unless required by law or by a Board-adopted record-retention policy.

The Board may establish reasonable procedures for requesting and inspecting records, including written request requirements, scheduling procedures, and the fees permitted under Indiana Code 32-25.5-3-3. The Association may, but is not required to, provide access to records older than two (2) years if such records are still maintained.

ARTICLE VI ANNUAL BUDGET & ASSESSMENTS

Section 6.01. Proposed Annual Budget. Annually, prior to the date of the annual meeting of the Association, the Board of Director shall cause to be prepared a proposed annual budget for the ensuing calendar year, estimating the total amount of the Common Expense for the ensuing year and furnish a copy of such proposed budget to each Owner along with the notice of the annual meeting. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and if so, adopted shall be the basis for the Regular Assessments hereinafter defined for the ensuing calendar year. At the annual meeting of the Owners, the budget may be approved in whole or in part, or may be amended in whole or in part by a majority of the vote provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, and provided further that until the annual budget is adopted.

Section 6.02. Regular Assessments. The annual budget as adopted shall be based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget contained and proposed assessment against each said Home based on the Percentage Interest of each Home. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Home herein called the Regular Assessment. The Regular Assessment against each Home shall be paid in equal quarterly installments commencing on the first day of January of each year and quarterly thereafter through an including the following October 1st. All assessments if unpaid within thirty (30) days from its quarterly due date shall include a late fee of five dollars (\$5.00) and an additional late fee of five dollars (\$5.00) for each and every additional month it is delinquent. Payment of the quarterly 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 quarterly assessments in advance. The Regular Assessment for the year when duly authorized by the Owners shall become a lien on such Home.

Section 6.03. Special Assessments. From time to time, Common Expense of an unusual and extraordinary nature, or not otherwise anticipated, may arise at such time and without the approval of the Owners. Unless provided by these By-Laws, the Declaration or the Indiana Horizontal Property Act, the Board of Director shall have the full right, power and authority to make special assessments, not in excess of \$500 per each such occurrence, which upon resolution of the Board shall become a lien on each Home, prorated in accordance with the Percentage Interests of each Home, (after called Special Assessment).

Section 6.04. Lien for Fines and Assessments.

The Association shall have a continuing lien on each Home for all unpaid Assessments, Special Assessments, and any other charges duly levied by the Association, together with all accrued interest, late fees, costs of collection, and reasonable attorney fees. The lien shall also secure all unpaid fines imposed in accordance with these By-Laws and the Declaration and all rules thereunder. The lien attaches on the date the assessment, fine, or other charge becomes due and remains in effect until all amounts secured by the lien are paid in full. To evidence the lien, the Association may prepare and record a Notice of Lien stating the:

- (a). name and address of the Association,
- (b). name of the Owner,
- (c). legal description of the Home, and
- (d). amount claimed to be due.

The Notice of Lien shall be signed by an authorized member of the Board of Directors and recorded in the Office of the Recorder of Allen County, Indiana. The lien may be enforced by judicial foreclosure of the Home in accordance with IC 32-28-14 and other applicable Indiana law. Each Owner by accepting a deed to his Home expressly grants to the Association a power of sale in connection with the lien. In any foreclosure action, the Owner shall be responsible for all court costs, filing fees, collection costs, and reasonable attorney fees incurred by the Association. The Association may bid at the foreclosure sale and may acquire, hold, lease, mortgage, or convey the Home. The lien of the Association shall be subordinate only to real estate taxes and assessments of governmental authorities and to the lien of any first-priority mortgage of record, except as otherwise provided by Indiana law. The failure of the Association to record a Notice of Lien shall not constitute a waiver or impairment of the lien, which arises automatically by operation of these By-Laws and applicable law. Suit to recover and money judgment for unpaid Common Expenses, fines and interest may be maintainable without foreclosing or waiving the lien, securing same

ARTICLE VII ENFORCEMENT, APPEALS, MEDIATION & ARBITRATION

Section 7.01. Association's Enforcement of Restrictions and Rules. The Association through its Board of Directors shall have the authority to enforce the provisions of the Revised Declaration, Revised By-Laws, and duly adopted rules and regulations through reasonable means, including written notices, liens, fines, and legal action. Upon determination that a violation has occurred and an optional neighborly personal or phone visit with the Owner to attempt to solve the violation with no resolution, the Association shall provide the Owner with written notice (delivered by hand, certified mail, or any method providing written confirmation), specifying:

- (a). The nature of the violation,
- (b). The section of the governing documents violated,
- (c). What the Owner needs to do to correct the violation,
- (d). A reasonable period (not less than 10 business days) to cure the violation,
- (e). The potential consequences of continued noncompliance (i.e. possible fine amounts),

(f). If The Owner disagrees with the violation determination, Owner's right to request an appeal hearing (hereinafter referred to as a Resolution Meeting) within ten (10) business days of receipt of the notice, and

(g). That the Owner must participate in a Resolution Meeting as a prerequisite to any legal action

In the event a Resolution Meeting is held, the Board shall issue a written decision within ten (10) business days of such Meeting. If the Meeting results in no agreement being reached, the Owner has the right to request mediation or arbitration in accordance with Section 7.03(a) in writing within ten (10) business days after receiving the written decision. Additionally, if no agreement is reached, the violation decision stands, and the Board may impose a fine to commence at the end of the specified correction period. All such fines shall be subject to the following:

(h). Fines shall be reasonable and proportionate to the nature and frequency of the violation.

(i). Single Occasion violation fine shall not exceed \$50 per violation. An "initial fine" is a fine tied to an initial single, completed incident or violation (i.e. short-term renal violation).

(j). Continuing violations may incur daily fines not to exceed \$15 per day. A "continuing violation" is a violation that persists day after day without being corrected, and the daily fine applies for each day the condition remains uncured after the appeal window and cure period have passed.

The Association shall not be required to file a notice of an Owner violation within a certain period of time of the commencement of a violation, whether due to being unaware of the violation or because of acquisition. If and when a notice of a violation is filed, any fines applied must begin at the end of the cure period and never be applied retroactive to the date of commencement of the violation.

Unpaid fines shall be treated as assessments and thereby constitute a lien on the property and may be collected by the Association through all lawful means, including lien placement and foreclosure, as permitted under Indiana law. The Association may pursue injunctive relief or other legal remedies to compel compliance. Prevailing party may recover reasonable attorney's fees and costs.

Section 7.02. Owner's Right to Initiate a Claim. Except for matters as described in the second paragraph of Section 7.04, an Owner shall have the right to initiate a claim against the Association relating to (i) the interpretation, application, or enforcement of the Declaration, By-Laws or any other governing document of the Association; (ii) the rights or duties of the Association or the Board under the governing documents; (iii) the maintenance of the Association, or (iv) any other claim, grievance or dispute involving the subdivision or the Association. To initiate the claim, the Owner must provide the Association written notice (delivered by hand, certified mail, or any method providing written confirmation) stating plainly and concisely:

(a). The nature of the claim, including the relevant facts and/or event(s), the persons involved, and the Association's role in the matter;

- (b). The basis of the claim, including the specific provision of the governing documents or other authority from which the claim arises,
- (c). What the Owner requests the Association do, or refrain from doing to resolve the claim,
- (e). The name and mailing address of the person to whom the Association must direct a written Resolution Meeting request.

The Association or the Owner has the right to request a Resolution Meeting by submitting a written request to the other party within ten (10) business days of receipt of the claim by the Owner. Such request must be honored by the other party and a Resolution Meeting is a prerequisite to any legal action.

If such a Resolution Meeting is held and no agreement is reached, either party may, within ten (10) days, submit a written request to the other party to submit the claim to voluntary mediation or voluntary binding arbitration in accordance with Section 7.03 (a) or (b) hereof. The party requesting the mediation or binding arbitration shall be responsible for the cost.

Section 7.03. Mediation and Arbitration. The Association and the Owners recognize that disputes relating to the interpretation, application, or enforcement of the Declaration, By-Laws or Rules should be resolved promptly, fairly, and at the lowest reasonable cost. The following Mediation/Arbitration procedures are meant to reduce litigation and promote cooperative dispute resolution. If the dispute is not resolved through a Resolution Meeting, either party may request mediation or arbitration. The party requesting the mediation or binding arbitration shall be responsible for the cost thereof.

(a). Mediation: Mediation is voluntary and may occur only upon the mutual written agreement of both parties. The parties shall mutually select a mediator within ten (10) days of agreeing to mediation. If they cannot agree, either party may request appointment of a mediator from the Allen County mediator list. Both parties shall participate in mediation in good faith. If a party refuses to participate in mediation in good faith, the other party shall be deemed to have satisfied the mediation requirement and may initiate legal proceedings. Any agreement reached in mediation must be documented in a written settlement agreement signed by both parties to the settlement and shall be binding and enforceable as a contract. Each party shall bear the cost of its own attorney assisting with the mediation, if any.

(b). Arbitration: Arbitration is voluntary and may occur only upon the mutual written agreement of both parties. If an Owner and the Association agree to submit the matter to binding arbitration, arbitration shall be conducted pursuant to the Indiana Uniform Arbitration Act. The arbitration shall be a neutral arbitrator selected by agreement of the parties, or if they cannot agree, appointed through the Allen County mediator/arbitrator list. The arbitrator shall issue a written decision within thirty (30) days after the arbitration hearing. The arbitrator may award any relief permitted under the governing documents, including fines, compliance orders, or reimbursement of costs. The settlement shall be binding and enforceable as a contract. Each party shall bear the cost of its own attorney assisting with the arbitration, if any, unless the arbitrator determines otherwise.

Section 7.04. Prerequisite for Commencement of Legal Proceedings.

If after a Resolution Meeting has been held and no agreement has been reached, and; (1) neither party requests mediation or arbitration; or (2) mediation or arbitration is not agreed upon, or does not result in a settlement of the claim, then and only then may the claimant begin legal proceedings.

Section 7.05. Exemptions and Non-Adoption The following matters are exempt from the provisions of Sections 7.01, 7.02 and 7.03: (a) Collection of assessments, or related late fees, interest, and other charges; (b) enforcement or foreclosure of liens; (c) actions seeking emergency injunctive relief to prevent immediate harm; and (d) actions to enforce an arbitrated settlement agreement.

Nothing in Sections 7.01, 7.02 or 7.03 shall be interpreted as adopting, incorporating, or subjecting the Association to Indiana Homeowners Association Act (IC 32-25.5). The procedures established herein are contractual and self-contained.

ARTICLE VIII STATEMENT OF ASSESSMENTS & MECHANICAL LIENS

Section 8.01. Statement of Assessments. Upon the written request of any Owner or any lien holder or prospective lien holder of a Home, the Association by its Board of Directors, within ten (10) business days, shall issue a written statement setting forth the unpaid assessments including outstanding fines for violations, if any, with respect to the subject Home, the amount of the periodic assessments, the amount of such assessment and the due date credit for advance payments or for prepaid items

The purchaser, donee, or other transferee of a Home, by deed or other writing (herein called Grantee) shall be jointly and severally liable with the transfer of such Home (herein called Grantor), for all unpaid assessment against the latter for his proportionate share of the Common Expenses to the time of the grant or conveyance, without prejudice to recover from grantor the amounts paid by the grantee, but such grantee shall be personally liable only if he expressly assumes such liability. The grantee shall be entitled to a statement by the Board of Director setting forth the amount of the unpaid assessments, if any, with respect to the subject Home, the amount of the current periodic assessment and the date, such assessment becomes due, as well as any credit for advanced payments or for prepaid items, including but not limited to insurance payments. This statement shall be conclusive upon the Association. Unless such requests were a statement of indebtedness shall be compiled within 10 business days of such requests, such Grantee shall not be liable for, nor shall the Home be subject to a lien for any unpaid assessment against the subject Home accruing prior to such 10-day period.

Section 8.02. Mechanics and Material Man's Liens. No labor performed or materials furnished and incorporated in a Home, 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 Common Areas owned by such other Owners. Each Owner shall identify and hold harmless, each of the other Owners from and against all liabilities arising from the claim of any lien against the Home of any other Owner or against the Association or against the Common or Limited Common Areas where the construction performed or for labor, materials, services, or other products, incorporated in the Owners' Home at such Owners' request.

ARTICLE IX STATUTORY FRAMEWORK AND AMENDMENT OF THE BY-LAWS

Section 9.01. Amendment. These By-Laws may be amended by a signature vote of not less than fifty-one percent (51%) of the Owners (i.e. 17).

Section 9.02. Statutory Framework. The Association is a horizontal property regime established in 1988 and is governed by the Indiana Horizontal Property Act (IC 32-25) and the Indiana Nonprofit Corporation Act (IC 23-17). The Association is not subject to the Indiana Homeowners Association Act (IC 32-25.5), which applies only to associations formed after June 30, 2009, or to associations that elect to adopt that Act. The Association has not adopted Indiana Code 32-25.5. An amendment to Indiana Code 32-25.5 shall apply to the Association only if: (a) the amendment expressly states that it applies to all homeowners' associations regardless of date of formation; or (b) the Owners affirmatively adopt such amendment in accordance with applicable law. These By-Laws shall be interpreted and applied consistently with the Declaration and the statutory framework identified above.

The Restated By-Laws of Stillwood Condominium, Association, Inc. are hereby adopted by the Stillwood Condominium Association, Inc. on the _____ day of _____, 2026

Signature: _____, President

Printed Name: _____

Signature: _____, Secretary

Printed Name: _____

STATE OF INDIANA, COUNTY OF ALLEN, SS:

Before me, a Notary Public in and for said County and State, personally appeared David Phillips and Kathy Phillips, the President and Secretary, respectively, of Stillwood Condominiums Association, Inc., an Indiana Corporation, who acknowledged the adoption of the foregoing RESTATED BY-LAWS, STILLWOOD COONDOMINIUMS ASSOCIATION, INC. for and on behalf of said Corporation.

Witness my hand and Notarial Seal this _____ day of _____ 2025.

Signature of Notary Public

My Commission Expires:

_____, 20____