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RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-034167

11:28 AM 2021 Apr 27

DECLARATIONS, DEVELOPMENT STANDARDS, COVENANTS AND RESTRICTIONS OF MAPLE LEAF CROSSING

These Declarations, Development Standards, Covenants and Restrictions of Maple Leaf Crossing (hereafter called the "Declaration") are entered into and become effective this 26th day of April, 2021 by Maple Leaf Crossing LLC, an Indiana limited liability company (the "Developer").

PRELIMINARY STATEMENTS

Maple Leaf Crossing is a Planned Unit Development within the Town of Munster, Indiana consisting of seven (7) professional and retail lots and two (2) outlots, created and existing for the sole and exclusive purpose of operating professional business, retail and hospitality facilities, together with infrastructure and improvements as described in the recorded Plat of Maple Leaf Crossing, legally described as follows:

Lots One (1) through Seven (7) in Munster Business Complex, a Planned Unit Development, in the Town of Munster, as per plat thereof, recorded in Plat Book 114, Page 03, Document No. 2021-006822, in the Office of the Recorder of Lake County, Indiana.

(each of which is hereinafter referred to as a "Lot") and

Outlots A and B in Munster Business Complex, a Planned Unit Development in the Town of Munster, as per plat thereof, recorded in Plat Book 114, Page 03, Document No. 2021-006822 in the Office of the Recorder of Lake County, Indiana

(each of which is hereinafter referred to as an "Outlot" or collectively with the Lots as the "Real Estate").

Maple Leaf Crossing is managed and regulated pursuant to the terms of a Development Plan dated June 3, 2019 approved by the Town of Munster, as amended, the Munster Redevelopment Commission and the Town of Munster Economic Development Commission. (hereinafter referred to as the "Development Plan"). Maple Leaf Crossing shall be managed by Maple Leaf Crossing Property Owners Association, Inc., (hereinafter referred to as the "Association") pursuant to the terms of its Articles of Incorporation attached hereto as Exhibit 2 and its Code of By-Laws attached hereto as Exhibit 3 (hereinafter collectively referred to as the "Association Documents"). The terms of the Development Plan and the Maple Leaf Crossing Property Owners Association Inc., (hereinafter referred to as the "Governing Documents") shall be binding upon each Lot owner, its successors and assigns, in all respects as applicable to the ownership and management of the Real Estate.

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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Maple Leaf Crossing intends to establish for the benefit of the Lot owners and Maple Leaf Crossing certain rights and duties related to the ownership and management of the Real Estate and certain mutually beneficial restrictions and obligations with respect to the use, maintenance, repair, replacement, administration, operation and management thereof; and

It is the intention and desire of the Developer to maintain the Lot owners' interests in the Real Estate subject to the rights, obligations and restrictions set forth in the Declaration which shall provide, promote, and protect the cooperative aspects of ownership, the congenial occupation of the Real Estate; the value of Maple Leaf Crossing; and to facilitate the proper administration of the Real Estate as part of a first-class, professional business, retail and hospitality community.

NOW, THEREFORE, the Developer establishes the Declaration subject to and in accordance with the following:

ARTICLE I DESCRIPTION OF LOTS AND BUILDING

1.1 Legal Description. Each Lot owner is the fee simple owner of its Lot, located within Maple Leaf Crossing as described and set forth in Exhibit "1", legally described as follows:

Lots 1 through 7 in Munster Business Complex, a Planned Unit Development, in the Town of Munster, as per plat thereof, recorded in Plat Book 114, Page 03, Document No. 2021-006822, in the Office of the Recorder of Lake County, Indiana.

Each Lot shall include the grounds, landscaping, sidewalks, curbs, trash enclosures, exterior lighting and other amenities and improvements located within the boundaries of the platted Lot.

1.2 Percentage Interest. The specific Percentage Interest of Lot in the Common Areas (hereinafter defined) within Maple Leaf Crossing shall be that percentage interest as stated in the schedule set forth in Article IV of this Declaration.

ARTICLE II COMMON AREAS

2.1 Common Areas. Common Areas within Maple Leaf Crossing shall include the following, except to the extent otherwise specifically designated in Article I of this Declaration:

- 2.1.1 The roadways, driveways, parking areas and traffic control signs.
- 2.1.2 The exterior lighting facilities, except where separately metered or located within a specific Lot or Building.

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- 2.1.3 The easements and rights of way necessary to provide electrical, natural gas, water, sanitary sewers, including mains and manhole covers, storm sewers, telephone and communications systems, cable television systems, conduit pipes, ducts, and wiring not located within the a specific Lot or which services more than one Building.
- 2.1.4 Trash enclosures, retaining walls and all structures necessary for compliance with the American Disabilities Act.
- 2.1.5 Outlot A consisting of 2.376 acres and Outlot B consisting of 1.427 acres as referenced on the recorded plat of Maple Leaf Crossing.

ARTICLE III CONSTRUCTION REPAIR AND MAINTENANCE OF BUILDING AND GROUNDS

3.1 Construction and Renovation of Buildings on Lots. It shall be the responsibility of each Lot owner, at its sole cost and expense to construct and renovate as necessary its Building, grounds and any improvements located upon its Lot according to the construction and development standards established by the Association; the Development Agreement as amended; the Town of Munster; the Munster Redevelopment Commission and the Economic Development Commission.

3.2 Lot, Building and Grounds. It shall be the responsibility of each Lot owner, at its sole cost and expense to maintain all portions and components of its Lot, Building, grounds and improvements in excellent condition and architecturally suitable and appropriate for the continuing operation of its business as an exemplary, Class A, professional, business, retail and/or hospitality facilities.

3.3 Payment of Expenses. Each Lot owner shall be solely responsible for payment of any repairs, maintenance, insurance, taxes, utilities or other such expense associated with its Lot, Building and grounds, in a timely manner. The Association, may, but is not required to, after reasonable notice to a Lot owner and opportunity to effectuate necessary repairs, elect to make such repair or pay any expense associated with such repairs as may be necessary to preserve and protect the integrity and security of the improvements within Maple Leaf Crossing and to assess such costs to the Lot owner.

3.4 Limitation on Use of Lot. Each Lot and improvements thereon shall be constructed, operated, managed and used exclusively for purposes approved by Maple Leaf Crossing. No portion of any Lot or improvements thereon may be used for the any other purpose without the prior written approval of the Association (subject to approval by applicable state or local administrative agencies).

No Lot owner shall permit any activity or use of any portion of its Lot or the Real Estate which would impair the structural integrity, aesthetic features or safety of the Real Estate, or which would increase the rate or result in the cancellation of insurance maintained by the Association,

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applicable to the Real Estate, or which would be noxious or offensive or an interference with the peaceful possession and proper use of other Lots or the respective businesses operated within Maple Leaf Crossing, or which would require any alteration of or addition to any of the Common Areas or elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of applicable land use laws, ordinances or regulations. No immoral, improper, offensive or unlawful use shall be made on any portion of the Real Estate, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

No Lot Owner shall, without the written approval and consent of the Association, place or allow to be placed or maintained within the Common Areas any improvement, sign, display, structure, decoration or advertising matter, provided, that the Association shall establish reasonable and uniform regulations permitting the placement and maintenance of identifying signs and insignia of such sizes and materials and in such locations as shall be architecturally suitable and appropriate to the design and function of the Common Areas.

ARTICLE IV OWNERSHIP OF COMMON AREAS AND PERCENTAGE INTEREST

4.1 Ownership. Each Lot owner shall own an undivided interest in the Common Areas as a tenant in common with all other Lot owners within Maple Leaf Crossing, such interest to be equal to the percentage interest applicable to the square footage of the Building constructed upon the Lot owned by Lot owner in relation to the square footage of all the Buildings of Maple Leaf Crossing as hereinafter determined ("Percentage Interest" herein). Building As-Built plans shall be completed subsequent to the construction of each Building, and each such plan shall illustrate the interior square footage of floor space of the building(s) constructed upon each Lot therein. The determination of the square footage and corresponding Percentage Interest, as they appear in the final Building As-Built Plans shall be conclusive upon Maple Leaf Crossing and the Lot owners.

Each Lot owner's ownership interest in the Common Areas shall include non-exclusive, perpetual easements which shall include rights of vehicular and pedestrian ingress and egress across all Common Areas; use of parking facilities for customers and employees; access to utilities, and water and sewer lines; surface water runoff and retention; access to common trash receptacles located in the Common Areas; access to common signage subject to approval by the Town of Munster (a separate sign easement may be executed to evidence same); and access to Common Areas necessary and appropriate for the construction and performance of the maintenance, repair and replacement of the Building(s) and other improvements thereon including a temporary construction easement, and temporary storage easement. Each Lot owner's interests in the Common Areas is indivisible from its Lot. Common Area interests of each Lot owner shall automatically run with the Lot, whether or not specifically referenced in any subsequent conveyance of ownership interest and no separate interests in the Common Area may be created or conveyed.

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4.2 Schedule. The schedule attached hereto as Exhibit 4 sets forth the common street addresses of each building located on each Lot; number of stories and approximate, anticipated square footage of each building and contains a calculation and determination of each such Lot's percentage interest of each Building. Exhibit 4 shall be amended from time to time without further action to reflect the actual square footage reflected on the Building As-Built plans submitted by each Lot owner under paragraph 4.1.

ARTICLE V ASSOCIATION OF OWNERS OF MAPLE LEAF CROSSING

5.1 Creation and Membership. An association of the owners of Lots located within Maple Leaf Crossing has been created as an Indiana not-for-profit corporation, known as Maple Leaf Crossing Property Owners Association, Inc. (herein referred to as the "Association"). Each owner within Maple Leaf Crossing shall have the right to appoint a representative to be a member of the Association as an inseparable obligation of the ownership and management of the Lot. Membership shall immediately terminate without further action required in the event a Lot owner ceases to be an owner of the Lot, and such membership shall automatically transfer to the new owner along with the transfer of title to the Lot, whether or not such transfer is stated in the conveying instrument.

The Board of Directors of the Association shall initially consist of the developer's representative. The initial Board of Directors shall serve until the time when administration, operation and management of Maple Leaf Crossing is transferred and delegated to the Association, which shall take place upon the sale of the last Lot and the issuance of all occupancy permits for the improvements thereon. The Association then shall elect a Board of Directors and annually thereafter in accordance with and as prescribed by the Association Documents and may take actions with respect to the management of Maple Leaf Crossing as provided for by the Association Documents, the not-for-profit Corporation Act, and any other applicable law. (hereinafter referred to as the "Governing Documents") The Board of Directors shall be the governing body of the Association, representing all of the Owners.

5.2 Board Appointment and Percentage Vote. After the last Lot has been sold and all occupancy permits for the improvements thereon have been issued, a representative of each Lot shall be appointed to the Board of Directors of the Association and shall be vested with authority to represent the interests of Lot owner in matters involving the management and operation of Maple Leaf Crossing. Each Lot Owner shall be entitled to a vote based upon its Percentage Interest (hereinafter referred to as the "Percentage Vote"), which may be cast at each meeting of the Board of Directors of the Association on each matter on which the owners may vote under the provisions of the Association Documents.

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ARTICLE VI REAL ESTATE TAXES AND ASSESSMENTS

6.1 Separate Assessments. Real estate taxes, assessments, and all other charges of the State of Indiana, any political subdivision thereof, any special improvement district, or any other taxing or assessing authority shall be separately assessed against and collected from each Lot owner and the Percentage Interest of Common Areas appurtenant thereto and paid by each Lot owner before becoming delinquent.

Real estate taxes are subject to the Development Agreement, as amended, entered into by the developer on or about June 3, 2019, and may not be appealed. Each Lot owner shall then provide proof of timely payment of real estate taxes to the Association within sixty (60) days of payment.

6.2. Gross Assessment. In the event that for any year such real estate taxes, assessments and other charges are assessed against the Real Estate which are not charged to an individual Lot owner, including without limitation, taxes, assessments or other charges related to the Common Areas, they shall be included in the annual budget of the Association and paid by the Association as Common Area Expenses. The Association shall assess each Lot owner in accordance with its Percentage Interest of Common Areas prorated according to the time period of ownership for any taxable year.

6.3 General Assessments. In addition to other duties and responsibilities set forth herein and hereinafter, the Association shall establish and determine the assessments to each Lot owner, including the amount of each general assessment for utilities, real estate taxes and assessments, improvement, repair, replacement, maintenance and insurance related to the Common Areas such determination to be based upon each Lot owner's Percentage Interest ("Common Area Expenses" herein). The Association shall also have the authority to assess an individual Lot owner for any expense incurred as a result of the failure of a Lot owner or its occupant to perform any of their responsibilities, or for any intentional or negligent act of such Lot owner or its occupant.

6.4. Responsibility of the Association. It shall be the responsibility of the Association to maintain, repair and replace all portions of the Common Areas and, if any, as described in the Declaration and the cost thereof shall be part of the Common Area Expenses.

ARTICLE VII UTILITIES

Each Lot owner shall pay for those utilities provided to its improvement(s) and grounds which shall be separately billed and metered for its improvement(s) and grounds. Utilities which are not separately billed or metered shall be treated and paid as part of the Common Area Expenses.

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ARTICLE VIII EASEMENTS AND ACCESS

8.1. Rights Retained by the Association. The Association shall retain all ownership rights, over and across, in under and through all Common Areas necessary for the performance of its duties and functions in the maintenance, repair and replacement of the Common Areas and in the administration, operation and management of the Common Areas.

8.2. Easements. Each Lot owner is hereby granted a non-exclusive, perpetual easements as necessary to use Common Areas, for the purposes for which such Common Areas are designed and constructed, which shall include rights of vehicular and pedestrian ingress and egress across all Common Areas; use of parking facilities for customers and employees; access to utilities, and water and sewer lines; surface water runoff and retention; access to common trash receptacles located in the Common Areas; access to common signage subject to approval by the Town of Munster (a separate sign easement may be executed to evidence same); and access to Common Areas necessary and appropriate for the construction and performance of the maintenance, repair and replacement of the Building(s) and other improvements thereon including a temporary construction easement, and temporary storage easement.. Transfer, conveyance or encumbrance of each Lot owner's ownership interests in the Common area are restricted as set forth in section 4.1 above.

The Association is hereby granted non-exclusive, perpetual easements in each of the Lots for the operation and management of the Common Areas, including easements necessary to construct, maintain, and repair all water and sewer service, electrical and gas system components, cables, conduits, public utility lines and other off-site building components, surface water runoff and retention and common elements reasonably necessary for the business use and service of the improvements constructed upon the Real Estate.

8.3. Review by Maple Leaf Crossing Easements granted by Developer or the Association shall be subject to review, approval and reasonable land use restrictions and fees, necessary to ensure the professional design, construction and maintenance of all improvements and public and private utilities and other common elements serving the Real Estate and improvements therein.

ARTICLE IX GENERAL OBLIGATIONS AND RESTRICTION

9.1. Lot Owner Obligations. In the performance of each Lot owner's obligations and the exercise of its rights as set forth in the Declaration, each Lot owner shall be bound by the following obligations and restrictions:

- 9.1.1 Each Lot owner shall have the right to maintain, repair, replace, alter, or decorate any exterior portion of its Building and grounds, subject to the prior approval of the Association and pursuant to the provisions of the

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Declaration and the Association Documents. Each Lot owner shall have the exclusive right to determine the interior decor of its Building.

- 9.1.2 Each Lot owner shall promptly report to the Association or the Managing Agent any defect or need for maintenance, repair or replacement, the responsibility for which is the Association's under the terms of the Declaration or the Association Documents.
- 9.1.3 No Lot owner shall impair any easement or Common Area and shall perform their responsibilities for maintenance in such manner that will not unreasonably disturb occupants or other Lot owners within Maple Leaf Crossing.

ARTICLE X RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

10.1 Administration and Authority of the Association. The Association shall be vested with the responsibility for the administration of Maple Leaf Crossing, including all Common Areas. The duties and powers of the Association shall be those set forth in the Declaration, the Association Documents, the Act, and any other applicable law, together with those duties or powers reasonably intended to effectuate the purposes of the Association and the Declaration. If there are conflicts or inconsistencies between the Declaration and the Association Documents, then the terms and provisions of the Declaration shall prevail and the owners or Board of Directors (whichever is applicable) shall vote to approve any amendment to the Association Documents that will remove or correct any such conflict or inconsistency. The duties and powers of the Association shall be exercised in the manner provided in the Declaration, the Association Documents, the Act, and any other applicable law.

The Association shall have the rights and obligations pertaining to maintenance, repair, replacement, alteration and improvement of the Common Areas as provided in the Declaration. The Association shall have the authority to compel each Lot owner to comply with any and all provisions of these Declaration pertaining to Common Areas and maintenance, repair, insurance, taxes, replacement, alteration and improvements as necessary in order to protect the conformity and integrity of Maple Leaf Crossing.

10.2 Rules and Regulations. The Association acting by and through its Board of Directors shall have the power to adopt, revise, amend and alter reasonable administrative rules and regulations from time to time pertaining to the use, occupancy, operation and enjoyment of the Real Estate and Common Areas. All Such Rules and Regulations shall be deemed to be reasonable and not arbitrary and capricious. The Board of Directors is hereby granted the specific power and authority to enforce the rules and regulations in accordance with the Declaration.

10.3 Alterations and Improvements. The Association shall have the discretionary right from time to time to make such alterations and improvements to the Common Areas (except for

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structural portions and components) as it deems necessary, and the cost thereof shall be part of the Common Area Expenses. The term "alterations and improvements" as used in this section, shall not be construed to include loss or repair occasioned by or associated with any casualty loss or damage.

10.4 Right to Delegate and Liability. The Association shall have the right to delegate any or all of its responsibilities to a Managing Agent or any other person or legal entity and in connection therewith to enter into a management contract and other contracts for such purposes and on such terms and conditions and with such compensation as it deems appropriate.

10.5 The Association may adopt administrative rules and regulations governing the, use and operation of the Real Estate not in conflict with the Declaration and amendments thereto by a vote of the majority of the members of the board. Such, rules and regulations shall be recorded with the secretary and shall be sent to each Lot owner prior to the effective date of their application. Such rules and regulations may be amended from time to time by a majority vote of the members Association.

[Signature Page to Follow]

APPROVED AND FILED
CONNIE LAWSON
INDIANA SECRETARY OF STATE
12/02/2020 01:40 PM

ARTICLES OF INCORPORATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202012021441377
BUSINESS TYPE Domestic Nonprofit Corporation
BUSINESS NAME MAPLE LEAF CROSSING PROPERTY OWNERS ASSOCIATION INC.
PRINCIPAL OFFICE ADDRESS 400 Fisher Street Suite J, Munster, IN, 46321, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Thomas E. Densford
ADDRESS 608 W. Third Street, Bloomington, IN, 47404, USA
SERVICE OF PROCESS EMAIL tom@bauerdensford.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 12/02/2020
EFFECTIVE TIME 12:48PM

ARTICLE IV - PRINCIPAL(S)

TITLE President
NAME Jack C Lieser
ADDRESS 400 Fisher Street Suite J, Munster, IN, 46321, USA

ARTICLE V - INCORPORATOR(S)

NAME Jack C Lieser
ADDRESS 400 Fisher Street Suite J, Munster, IN, 46321, USA

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APPROVED AND FILED
CONNIE LA WSON
INDIANA SECRETARY OF STATE
12/02/2020 01:40 PM

ARTICLE VI - GENERAL INFORMATION

STATEMENT OF PURPOSE

Management of the Maple Leaf Crossing Condominiums and Common Areas

TYPE OF CORPORATION Mutual benefit corporation (all others)

WILL THE CORPORATION HAVE MEMBERS? Yes

DISTRIBUTION OF ASSETS

Distribution to Creditors and then to Members pursuant to the Code of By-Laws of Maple Leaf Crossing Property Owners Association Inc.

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A CORPORATION PURSUANT TO THE PROVISIONS OF THE INDIANA NONPROFIT CORPORATION ACT, EXECUTE THESE ARTICLES OF INCORPORATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **December 2, 2020**.

SIGNATURE Thomas E. Densford
TITLE Legal Representative

Business ID : 202012021441377
Filing No : 8802921

Approved by Lake County Recorder

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CODE OF BY-LAWS OF THE MAPLE LEAF CROSSING PROPERTY OWNERS ASSOCIATION INC. AN INDIANA NOT-FOR-PROFIT CORPORATION

These *Code of By-Laws* are adopted by the Board of Directors of Maple Leaf Crossing Property Owners Association Inc., an Indiana Nonprofit Corporation, pursuant to the provision of the Indiana Nonprofit Corporation Act of 1991, codified at I.C. 23-17-1-1 et. seq., in order to document ownership rights and obligations, management and administrative procedures relative to the operation of Maple Leaf Crossing Lots and common areas, as follows:

PRELIMINARY STATEMENTS

Maple Leaf Crossing is a Planned Unit Development within the Town of Munster, Indiana consisting of seven (7) professional and retail lots and two (2) out lots, created and existing for the sole and exclusive purpose of operating professional business, retail and hospitality facilities, together with infrastructure and improvements as described in the recorded Plat of Maple Leaf Crossing. (hereinafter individually referred to as a "Lot" and collectively referred to as the "Property" or the "Real Estate").

Maple Leaf Crossing shall be managed by Maple Leaf Crossing Property Owners Association, Inc., (hereinafter referred to as the "Association") pursuant to the terms of its Articles of Incorporation and its Code of By-Laws and its Declarations, Development Standards, Covenants and Restriction (hereinafter collectively referred to as the "Association Documents") which shall be binding upon each Lot owner, their successors and assigns, in all respects as applicable to the ownership and management of the Lots, Common Areas and all improvements.

It is the intention of the Association to maintain the Lot owners' interests in the Real Estate subject to the rights, obligations and restrictions set forth in the Declarations which shall provide, promote, and protect the cooperative aspects of ownership, the congenial occupation of the Real Estate; the value of Maple Leaf Crossing; and facilitate the proper administration of the Maple Leaf Crossing as a first-class, professional business, retail and hospitality community.

ARTICLE I Identification and Applicability

Section 1.1. Identification and Adoption. These By-Laws are adopted to govern the Maple Leaf Crossing Property Owners Association Inc. (the "Association") in the conduct of its activities and duties pursuant to the Articles of Incorporation of the Association ("Articles"), the Declarations, Development Standards, Covenants and Restrictions of Maple Leaf Crossing Property Owners Association Inc. recorded on the 26th day of April, 2021 in the office of the Recorder of Lake County, Indiana as Instrument No. _____, respectively (the "Declaration"). The Declaration is incorporated herein by reference and all of the covenants, conditions, 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 Declaration

Exhibit 3

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shall have the same meanings in these By-Laws. The provisions of these By-Laws shall apply to the Property and to the administration and conduct of the affairs of the Association.

Section 1.2. Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or any part of the Common Property shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws, and the Act, as the same may be amended from time to time.

Section 1.3. Membership. The Members of the Association shall be the Owners, and the terms "Member" and "Owner," as used herein, in the Declaration, or in the Articles of Incorporation of the Association ("Articles"), shall be interchangeable. A Member shall be deemed to be in good standing so long as the Member remains in compliance with the covenants and obligations of an Owner under the Declaration, or as otherwise determined by the Board of Directors.

Each Owner within Maple Leaf Crossing shall have the right to appoint a representative to be a Member of the Association as an inseparable obligation of the ownership and management of the Lot. Membership shall immediately terminate without further action required in the event a Lot owner ceases to be an Owner of the Lot, and such membership shall automatically transfer to the new Owner along with the transfer of title to the Lot, whether or not such transfer is stated in the conveying instrument.

ARTICLE II Meetings of Association

Section 2.1. Purpose of Meetings. Subsequent to the transfer of control of the Development by Declarant, at least annually and at such other times as may be necessary or appropriate, a meeting of the Owners shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Act.

Section 2.2. Annual Meetings. The first annual meeting shall not be held until the time of turnover of control of the Development by Declarant, or at such earlier time or times as may be determined by the Declarant. All subsequent annual meetings shall be held on any date selected by the Board of Directors which is within thirty (30) days of the anniversary of the first annual meeting. At each annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-laws and transact such other business as may properly come before the meeting.

Section 2.3. Special Meetings. A special meeting of the members of the Association may be called by a majority of the Board of Directors, the President, or upon a written petition of the Owners of not less than fifty percent (50%) of the Lots. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

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Section 2.4. Notice and Place of Meetings. Written notice stating the date, time, and place of any meeting of the members, and, in the case of special meetings or when otherwise required by law, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association and to each Owner and, if applicable, to any Mortgagee not less than ten (10) days prior to the date of such meeting. If at any meeting an amendment to the Declaration or these By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Owners at their respective addresses as the same shall appear upon the records of the Association, and by first class U.S. Mail to the Mortgagees at their respective addresses as they shall appear on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting. Furthermore, notice of any meeting may be waived by any Owner in writing filed with the Secretary of the Corporation.

Section 2.5. Voting.

2.5.1 Number of Votes. Each Owner shall be entitled to a vote based upon its Percentage Interest (hereinafter referred to as the "Percentage Vote"), which may be cast at each meeting of the Board of Directors of the Association on each matter on which the owners may vote under the provisions of the Association Documents.

2.5.2 Multiple Ownership. When the Owner of a Lot is comprised of more than one person or entity, or is a partnership ("Group"), there shall be only one voting representative entitled to cast the Percentage Vote allocable to that Lot. At the time of acquisition of title to a Lot by a Group, the Group shall file with the Secretary of the Association an irrevocable proxy appointing one of the Group as the voting representative for such Lot, which shall remain in effect until (i) such appointed representative relinquishes such appointment in writing, becomes incompetent or dies, (ii) such appointment is otherwise rescinded by order of a court of competent jurisdiction, or (iii) title to such Lot is transferred so that it is no longer held by such Group. Such appointed voting representative may grant a proxy to another to vote in Owner's place at a particular meeting or meetings pursuant to paragraph 2.5.4 of this Section 2.5, which shall constitute relinquishment of Owner's right to act as voting representative for the Lot at such meetings or meetings.

2.5.3 Voting by Legal Entities or Trust. When a corporation, limited liability company, partnership or trust is an Owner or is otherwise entitled to vote, the designated representative may cast the vote on behalf of the entity.

2.5.4 Proxy. An Owner may vote either in person or by Owner's duly authorized and designated attorney-in-fact. When voting is by proxy, the owner shall duly designate Owner's attorney-in-fact in writing, delivered to an officer of the Association prior to the commencement of the meeting.

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2.5.5 Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Articles or the Act, the presence of Owners or their duly authorized representatives holding in excess of fifty percent (50%) of the total Percentage Vote shall constitute a quorum at all meetings. The term "majority of Co-Owners," as used in these By-Laws, shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total Percentage Vote as determined by the applicable provisions set forth in the Declaration, and the term "majority" of the vote shall mean more than fifty percent (50%) of the total Percentage Vote present or represented at such meeting.

2.5.6 Conduct of Meeting. Meetings of Owners, including the order of business, shall be conducted in accordance with Roberts Rules of Order, Revised, except insofar as the Articles, the By-Laws, or any rule adopted by the Board of Directors or Owners may otherwise provide. The Owners present at such meeting may, by unanimous consent, waive the requirements of this Section 2.5.6, but such waiver shall not preclude any Owner from invoking the requirements of this Section 2.5.6 at any subsequent meeting.

Section 2.6. Control During Development. The Board of Director(s) of the Association shall initially consist of the developer's representative. The initial Board of Director(s) shall serve until the time when administration, operation and management of Maple Leaf Crossing is transferred and delegated to the Association, which shall take place upon the sale of the last Lot and the issuance of all occupancy permits for the improvements thereon or otherwise determined by the Declarant. The Board of Directors shall be the governing body of the Association, representing all of the Owners. The initial Board of Directors shall exclusively hold all rights and powers which a Board of Directors of the Association would have under the Declaration, the Act, the Articles or these By-Laws, except as specifically limited in this Section 2.6. Said Initial Board of Directors may appoint from time to time from among the Owners committees to advise and assist it in the performance of its functions. The rights and powers of said initial Board of Directors shall be limited as follows:

2.6.1 Said initial Board of Directors shall have no power to reallocate the voting power among the Owners in any manner contrary to the Declaration.

2.6.2 Declarant shall have the right to waive, on behalf of the Association, the annual meetings and annual accountings provided for in this Article II and in the Declaration, so long as Declarant retains control of the Association. At the time of turnover of control by Declarant, the first annual meeting of the Association will be called, at which time the rights and powers of the initial Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the provisions of the Declaration, the Act, the Articles and these By-Laws other than this Section 2.6.

2.6.3 Board Appointment and Percentage Vote. After the last Lot has been sold and all occupancy permits for the improvements thereon have been issued, a representative of each Lot shall be appointed to the Board of Directors of the Association

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and shall be vested with authority to represent the interests of Lot owner in matters involving the management and operation of Maple Leaf Crossing. Each Lot Owner shall be entitled to a vote based upon its Percentage Vote, which may be cast at each meeting of the Board of Directors of the Association on each matter on which the owners may vote under the provisions of the Association Documents. The Lot Owners shall thereafter elect a Board of Directors annually in accordance with and as prescribed by the Association Documents and may take actions with respect to the management of Maple Leaf Crossing as provided for by the Association Documents, the not-for-profit Corporation Act, and any other applicable law.

ARTICLE III **Board of Directors**

Section 3.1. The affairs of the Association shall be governed and managed by the Board of Directors (herein sometimes collectively called "Board" and individually called "Directors"). The initial Board of Directors shall be composed of at least one (1) and not more than three (3) persons appointed by Declarant. After the expiration of the term of the initial Board of Directors as provided in Section 2.6 hereinabove, the constituency of such Board may be increased to, but shall not exceed nine (9). The number of Directors shall be increased in accordance with this Section 3.1 only if the increase is properly brought before the Association at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Director unless that person is an Owner or the agent of an Owner who is not an individual, or is an attorney, agent, or employee of Declarant. Except temporarily due to the resignation, removal, death or incapacity of a Director, there shall be an odd number of Directors elected to serve on the Board at all times.

Section 3.2. Additional Qualification. When an Owner is comprised of a Group, as defined in Section 2.5.2, or is a corporation, limited liability company, partnership, trust or other legal entity, then the person entitled to cast the Vote as the voting representative of such Owner shall be eligible to serve on the Board of Directors.

Section 3.3. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 2.6 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.4 of this Article III.

Section 3.4. Removal of Directors. After the tenure of the initial Board of Director(s) has expired, a Director or Directors may be removed with or without cause by a majority of the Vote at a special meeting of the Owners duly called and constituted. In such case, a successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director selected shall serve until the next annual meeting of the Owners or until a successor is duly elected and qualified.

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Section 3.5. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

3.5.1 Repair and replacement of the Common Property;

3.5.2 Landscaping and maintenance of the Common Property;

3.5.3 Assessment and collection from the Owners of each Owner's share of the Common Expenses;

3.5.4 Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time that the notice of annual meeting is mailed or delivered;

3.5.5 Preparing and delivering annually to the Owners an accounting of receipts and expenses incurred during each year, which accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;

3.5.6 Keeping a current and accurate, record of receipts and expenditures affecting the Common Property specifying and itemizing the Common Expenses (all records and vouchers shall be available for examination by an Owner upon reasonable notice, during normal business hours); and

3.5.7 Procuring and maintaining in force all insurance coverage required by the Declarations to be maintained for Maple Leaf Crossing.

Section 3.6. After the tenure of the initial Board of Director(s), the authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total annual expenditure of less than Twenty-Five Thousand Dollars (\$25,000.00), unless approved by a majority of the Percentage Vote represented at any meeting is obtained, except in the following cases:

3.6.1 Supervision and management of the replacement or restoration of any portion of the Common Property damaged or destroyed by fire or other casualty, where the cost is payable out of insurance proceeds actually received; and,

3.6.2 Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Directors and Owners at the annual meeting.

Section 3.7. Compensation. No Director shall receive any compensation for services as such except to such extent as may be expressly authorized by a majority of the Vote of the Owners.

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Section 3.8. 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 Percentage Vote of the Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by electronic mail or United States mail at least five (5) days prior to the date of such meetings. At any time after the tenure of the initial Board of Directors has expired, a special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall personally, by mail, by electronic mail or by telephone, and at least three (3) days prior to the date of such special meeting, but immediately upon receipt of notice from person(s) calling the meeting, give notice to the Directors. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.9. Waiver of Notice. Before any meeting of the Board, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If a majority of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.10. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board and such consent is filed with the minutes of proceedings of the Board of Directors.

Section 3.11. Committees. The President or the Board of Directors may from time to time create and appoint standing and special committees from among the Owners or other qualified professionals to undertake studies, make recommendations, carry on functions for the purpose of efficiently accomplishing the purposes of the Association and perform such other duties as the Board may from time to time prescribe.

ARTICLE IV Officers

Section 4.1. Officers of the Association. The principal officers of the Association shall be the President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, upon the consent and approval of a majority of the Directors.

Section 4.2. Election of Officers. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Officers may serve unlimited consecutive terms. Upon recommendation of a majority of all members of the Board and upon an affirmative Vote of a majority of all Owners, any officer may be removed

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either with or without cause and a successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.3. Vacancies. Whenever any vacancies shall occur in any of the offices of the Association for any reason, the same may be filled by the Board of Directors at any meeting thereof, and any officer so elected shall hold office until the expiration of the term of the officer causing the vacancy and until a successor shall be duly elected and qualified.

Section 4.4. Compensation. No officer shall receive any compensation for services as such, except as may be fixed by action of the Board of Directors, duly recorded.

Section 4.5. The President. The President shall be elected by the initial Board of Directors and shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana.

Section 4.6. The Vice-President. The Vice-President shall be elected by the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be conferred upon him by the Board or by the President.

Section 4.7. The Secretary. The Secretary shall be elected by 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 proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. If required, the Secretary shall attest the execution by the Association of deeds, leases, agreements and other official documents. 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 4.8. The Treasurer. The treasurer shall be elected by the Directors. The Treasurer shall maintain a correct and complete record of accounts showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. Treasurer shall immediately deposit all funds of the Association coming into Treasurer's hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

Section 4.9. Assistant Officers. The Board of Directors may from time to time designate or elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

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ARTICLE V

Additional Rights and Duties of Board

Section 5.1. Right of Board to Adopt Rules and Regulations. Subject to the provisions of the Declaration, the Board may promulgate such reasonable rules and regulations regarding the operation of Maple Leaf Crossing as the Board may deem desirable, including but not limited to the use of the Common Property. Such rules as are adopted may be repealed or amended by a vote of a majority of Percentage Vote of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof. Any rule or regulation promulgated by the Board shall be properly and consistently enforced by the Board.

ARTICLE VI

Procedures for Assessments

Section 6.1. Obligations of Owners. Each of the Owners within Maple Leaf Crossing shall automatically and mandatorily be members in the Association and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective Deeds to their Lots, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation, Declaration and Regulations of the Association and of the provisions hereof.

Section 6.2. Annual Accounting. Annually, after the close of each calendar year and prior to the date for notice of the annual meeting of the Association, the Board of Directors 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 by the Association during the preceding calendar year.

Section 6.3. Proposed Annual Budget. Annually, on or before the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and shall furnish a copy of such proposed budget to each Owner prior to the annual meeting. The proposed 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 proposed annual budget may be approved in whole or in part, or may be amended in whole or in part, by a majority of the vote present or represented at the meeting (provided a quorum is present).

Section 6.4. Annual Assessments. The annual budget as adopted shall, based on the estimated cash requirements for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Lot based on the total amount of said budget divided by each Lot owner's Percentage Interest. The Annual Assessment against each Lot shall be paid in full on or before the 15th day of the first month of the fiscal year of the Association;

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provided, however, that the Board of Directors may from time to time by resolution authorize the payment of such Assessments in monthly, quarterly, or semi-annual installments. Payment of the Annual Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors. The Annual Assessment for each year shall become a lien on each separate Lot as of the date of the adoption of the annual budget.

During the period of control of the Association by Declarant, Owner shall pay such Annual Assessments as established by the Board in accordance with the provisions hereof and of the Declaration. The Declarant shall pay no assessments whatsoever except as specifically required in the Declaration but shall be responsible for any deficits in the Common Expenses to the extent permitted or required by the Declaration during the period in which it controls the association.

Section 6.5. Special Assessments. In addition to the Assessments authorized above, the Association may levy such special Assessments as may be necessary for the purpose of defraying, in whole or in part (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association; provided that no Special Assessments shall be levied without the assent of two-third (2/3) of the Percentage Vote of Owners at a meeting duly called for this purpose. Each Owner shall pay to the Association a Special Assessment based on the total sum approved to meet the costs and expenses as heretofore provided divided by each Lot owner's Percentage Interest. The Association may, in connection with the levy of any special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

Section 6.6. Adjustments. In the event that the approved budget and Annual Assessments plus the reserves and working capital of the Association prove insufficient to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more special Assessments. In the event the approved and Annual Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or returned to the Owners in proportion to their Percentage Interests, as the Board of Directors shall elect.

Section 6.7. Temporary Budget and Assessments. If for any reason an annual budget and the Annual Assessments for any year have not been determined as of the beginning of such year, the budget and Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Annual Assessments are determined in accordance with the Declaration and these By-Laws; provided, however, that said preceding budget and Assessments.

Section 6.8. Reserve and Working Capital Funds. The Declarant shall not be required to establish any reserve funds during the period it controls the Association. After the turnover of control by Declarant, the Association shall be obligated to establish a reserve fund for the repair and replacement of those Common Areas that must be replaced periodically, based upon good

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faith estimates of the useful lives and replacement costs of such Common Areas made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners of Common Expenses and not by an extraordinary or special assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any special Assessment is made or levied therefore. In addition to the reserve fund, a working capital fund shall be established and maintained by the Association. All amounts held by the Association pursuant to this Section 6.9 shall be maintained in a federally insured, interest-bearing account in a bank or savings and loan association doing business in Lake County, Indiana, and all interest thereon shall be added to and deemed a part of such fund.

Section 6.10. Status of Funds Collected by Association. All funds collected pursuant to this Article VI shall be held and expended by the Association solely for the purposes designated herein, and, except for any special Assessments that may be levied hereunder against fewer than all of the Owners, and except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners for the payment of Common Expenses.

ARTICLE VII Notices and Mortgagees

Section 7.1. Notice to Association. Any Owner who places a first mortgage lien upon any Lot or the Mortgagee thereof shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as maybe otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which the Owner otherwise may be entitled to vote by virtue of the Declaration or By-Laws of proxy granted to such Mortgagee in connection with the mortgage.

Section 7.2. Notice of Assessments. Upon ten (10) days written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Lot, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Lot, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith.

Section 7.3. Financial Statements. The Association, upon the request of any Mortgagee, shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to Section 7.1 above.

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Section 7.4. Notices to Mortgagees. The Association shall promptly provide to any Mortgagee, of whom the Association has been provided notice under Section 7.1 above, notice of any of the following:

7.4.1 Any condemnation or casualty loss that affects either a material portion of the Common Property or the building(s) or improvements on any Lot securing its mortgage;

7.4.2 A delinquency in the payment of Annual or Special Assessments owed by the Owner of any Lot on which said holder, insurer, or guarantor holds a mortgage, if said delinquency continues for more than sixty (60) days;

7.4.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

7.4.4 Any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 7.5. Availability of Information. The Association shall keep and shall make available to prospective purchaser of Lots, upon request at reasonable business hours, copies of the Declaration, By-Laws, current rules and regulations, if any, and the most recent financial statement of the Association.

ARTICLE VIII

Dissolution

In the event of dissolution of Maple Leaf Crossing Property Owners Association, Inc., the Corporation shall pay all valid and legally enforceable debts incurred in the ordinary course of business and operation of the Association and upon the completion of the payments to creditors, distributions shall be made to the Owners of Maple Leaf Crossing Property Owners Association, Inc., in proportion to each Owners contribution towards assessments pursuant to Article VI.

ARTICLE IX

Miscellaneous

Section 9.1. Execution of Contracts and Other Documents. Unless otherwise ordered by the Board of Directors, all written contracts and other documents entered into by the Association shall be executed on behalf of the Association by the President, and, if required, attested by the Secretary.

Section 9.2. Fiscal Year. The fiscal year of the Association shall begin on January 1 of each year and end on the immediately following December 31.

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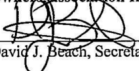
ARTICLE X Amendment to By-Laws

These By-Laws may be amended by Declarant in the same manner and to the same extent as the Declaration; in addition, these By-Laws may be amended by a majority of the Vote of the Owners in a duly constituted meeting called for such purpose, except that the right of amendment is exclusively reserved to the initial Board of Directors during the period set out in Section 2.6 above, and subject to any provision of the Declaration, the Act, the Articles, these By-Laws, as the same may be amended from time to time.

CERTIFICATION

The undersigned, being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of Maple Leaf Crossing Property Owners Association Inc. is true and correct.

**Maple Leaf Crossing Property
Owners Association Inc.**




David J. Beach, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, personally appeared David J. Beach, Secretary of Maple Leaf Crossing Property Owners Association Inc., who acknowledged the execution of the foregoing *Code of By-Laws*, and who, having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

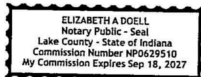
Dated this 26th day of April, 2021.


Name Printed: Elizabeth A. Doell
Notary Public

I reside in Monroe County, Indiana.
My commission expires: 9/18/2027

This instrument prepared by: Thomas E. Densford, **Bauer & Densford**, Attorneys at Law, 608 W. Third Street, Post Office Box 1332, Bloomington, Indiana, 47402-1332, (812) 334-0600, tom@bauerdensford.com from information provided by the Declarant and the preparer makes no warranty as to title or about any other matter concerning the subject real estate.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law, Thomas E. Densford.



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SCHEDULE OF REAL ESTATE

Address	Lot #	Anticipated Square Footage	Ownership Percentage
9410 Calumet Avenue	Lot 1	61,500	39.5%
9420 Calumet Avenue	Lot 2	71,176	45.8%
9430 Calumet Avenue	Lot 3	4,623	3%
9440 Calumet Avenue	Lot 4	None	0%
9470 Calumet Avenue	Lot 5	7,774	5%
9460 Calumet Avenue	Lot 6	7,774	5%
9450 Calumet Avenue	Lot 7	2,710	1.7%