

BID PACKET

HUNTERS TRACE CONDOMINIUM

ONLINE AUCTION

8435 HUNTERS TRACE
SELLERSBURG, IN 47172

ONLINE BIDDING ENDS

TUESDAY, DECEMBER 1 @ 2PM

BID ONLINE AT HARRITTGROUP.COM

HARRITT GROUP INC.
AUCTIONS SINCE 1985

4704 CORYDON PIKE, NEW ALBANY, IN 47150 — 812.944.0217 — 502.592.4001 — INFO@HARRITTGROUP.COM

REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS
8435 HUNTERS TRACE, SELLERSBURG, IN 47122
Bidding Ends Tuesday, December 1, 2026

This property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

BIDDING ONLINE
Proper and complete registration is required. All bidders must provide name, address, phone number, email address, and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

BUYER'S PREMIUM
A 10% buyer's premium will be added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate. *(Example: Hammer Bid Price $100,000 plus 10% Buyer's Premium equals Contract Purchase Price of $110,000)*

MANNER OF PAYMENT
A 10% non-refundable down payment of the Contract Purchase Price in the form of cash, check, or wired funds in USD are due within 24 hours following the auction with the signing of a legally binding purchase agreement. *(Example: Hammer Bid Price $100,000 + 10% Buyer's Premium $10,000 = Contract Purchase Price $110,000 with a 10% Down Payment of $11,000)*. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email, DocuSign or fax to the Harritt Group within 24 hours of the auction.

CLOSING
All auctions are cash sales, with the balance of the purchase price due within 40 calendar days of the auction, ***on or before Monday, January 11, 2027.*** Buyers may obtain financing; however, the sale is not contingent upon financing approval, satisfactory appraisal, survey, or inspections of any kind. Buyers are solely

responsible for verifying lender requirements, and securing financing or sufficient cash funds prior to bidding. The property is sold as-is. All closing costs and wire transfer fees are the buyer's responsibility.

INSPECTION

Property is being sold "*As Is*" with no contingencies and no warranties expressed or implied. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. *Square footage measurements are estimated. Buyers can make their own precise measurements, if needed.*

FLOOD DESIGNATION

Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed. *FEMA records indicate that the property is not in a flood zone.*

EVIDENCE OF TITLE

Seller will provide a merchantable title via a deed. The cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions, or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY

Property is being sold *without* a survey. All land measurements are per courthouse records.

REAL ESTATE TAXES AND ASSESSMENTS

All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

HOMEOWNERS ASSOCIATION (HOA) FEES

The new owner will become a member of the Hunters Trace Condominiums Owners Association, Inc. and pay HOA fees due each month. Fees will be prorated to the day of closing based on the current monthly assessment of $200.00. The owner of each unit is responsible for their utilities, insurance, repairs and maintenance of their individual unit, as well as the enclosed sunroom, and any assessment imposed by the HOA. Buyers are encouraged to review all condominium association documents, including applicable rules, restrictions, assessments, and maintenance responsibilities, prior to bidding.

POSSESSION
Seller will give possession of Real Estate at closing.

FEDERAL LEAD-BASED PAINT DISCLOSURE
Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. All inspections and assessments for the presence of lead-based paint and/or lead-based paint hazards must be made prior to the auction. The buyer waives the 10-day opportunity to conduct such an assessment and acknowledge receipt of the lead-based paint disclosure form.

AUCTION END TIME
Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID
Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference and will indicate the bidder is “Winning”. The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE
The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. The bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

SOLD WITH SELLER’S RESERVE
Final bid price is subject to the seller’s confirmation. When the bidding has met the reserve, a notification will be posted and the auction will become absolute and sell to the highest bidder.

PRE-AUCTION SALES
No pre-auction offers. All bidding to be submitted online during the period of *Tuesday, November 10 through Tuesday, December 1, 2026.*

AGENCY
The Harritt Group is acting exclusively as agents for the seller.

SELLER
Alfred James Hecker

Client Detail

8435 Hunters Trace, Sellersburg, IN 47172 $0

Listing #: **2026013248** Total Finished Sqft: **1,511** Above Grade Finished SqFt: **1,511** **Active (11/10/26)**



Prop Type:	**Residential/Farm**	SubType:	**Residential**
County:	**Clark**	Township:	**Silver Creek**
Subdivision:	**Yes**	School Dst:	**Silver Creek**
Subdiv Nm:	**Hunters Trace**	Parcel#:	**102610800815000040**
Beds:	**2**	Lot Sz:	**0 /**
Baths:	**2 (2 0)**	Lot Size Src:	**Assessor**
Abv Grd SF:	**1,511**	Lot Dim:	
Tot Fin SF:	**1,511**	Year Built:	**2008**
New Const:	**No**	Annual Tax:	**2,633**
Est Completion:			
Home Warranty:		Tax Year:	**2025/2026**
Land Assess:	**57,500**	DOM:	**0**
Improvements:	**229,800**	HOA $:	**$200 / Monthly**
Total Assess:	**287,300**		

Directions: **From I-65,Take Exit 7 toward Salem.Travel west on IN-60 1.3 miles, then turn left onto Hunter Station Road. Continue for approximately 2/10 mile, turn right onto Hunters Trace, and bear left. The property is on the left.**

Legal: **Hunters Trace Condos Unit 18 / 8435 Hunters Trace**

Tot Deductions: **$136,500**

Deduction Type	Comment	D
Supplemental Homestd	$88,500	H

Remarks

HUNTERS TRACE CONDOMINIUM | ONLINE AUCTION - BIDDING ENDS: TUESDAY, DECEMBER 1 @ 2PM. Enjoy low-maintenance lifestyle living with this well-kept 1,511-square-foot, two-bedroom, two-bath brick condominium in the Hunters Trace condominium community. One-level home features no-step entries, an open great room with cathedral ceiling, a gas fireplace, spacious equipped kitchen with abundant counter space and breakfast bar. Enclosed three-season sunroom with access to patio. Roof, gutters & downspouts replaced Summer 2026. Monthly Association Fee $200. Public sidewalks. Conveniently located near shopping, medical facilities, IN-60, and I-65, with easy access to the Louisville metropolitan area. 5 Miles to Covered Bridge Golf Club. AUCTION TERMS 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. A non-refundable down payment equal to 10% of the final purchase price (successful bid amount plus buyer's premium) due within 24 hours, balance due in 40 days. Taxes prorated to closing. Selling as-is, with no contingencies. All inspections welcomed prior to auction. Buyers may obtain financing; however, the sale is not contingent upon approval. Buyers are solely responsible for verifying lender requirements, and securing financing or sufficient cash funds prior to bidding. Buyer to pay all closing costs. Possession at closing. See attached association documents for additional information. Call agent with any questions regarding online bidding.

Amenities

Type:	**1 Story, Condominium**	Foundation:	**Slab**
Zoning:	**Residential**	Basement: **No**	Basement Type:
Construction:	**Frame On-Site**	Laundry: **Yes**	Laundry Location: **First Level**
Outbuildings:		Laundry Type:	**Laundry Room**
# Fireplaces:	**1** Fireplace: **Gas Burning**	Road Frontage:	
Roof Type:	**Shingle**		

Appliances: **Clothes Dryer, Clothes Washer, Dishwasher, Disposal, Garage Door Opener, Microwave, Oven Self Clean, Range / Oven, Refrigerator**

Exterior Type: **Brick**

Exterior Feat: **Landscaped, Patio, Public Sidewalk, Sunroom, Thermopane windows**

Interior Feat: **1st Floor Main, 1st Floor Utility, Bath Main, Blinds, Breakfast Bar, Cath/Vaul/Tray Ceil, Ceiling Fan(s), Foyer, Kitchen Island, Open Floor Plan, Pantry, Split Bedrooms, Utility/Mud Room, Walk-in Closet(s), Attic**

Road Type: **Paved**

Measurements

Above Grade Finished:	**1,511.0**	Nonconform Finished:	**0.0**
Above Grade Unfinish:	**0.0**	Nonconform Unfinish:	**0.0**
Below Grade Finished:	**0.0**	TFLS:	**1,511**
Below Grade Unfinish:	**0.0**		

Room Sizes & Levels

Total Rooms: **7** Garage: **Y** Garage Size: **22 x 22** Garage Type: **Attached, Front Entry** Garage Spaces: **2**

Type	Dimension	Level	Flooring	Description
Living Room	25.7 x 13.9	1st Floor	Carpet	Cathedral ceiling
Kitchen	12.1 x 13.3	1st Floor	Tile	Stainless steel appliances, breakfast bar
MainBedroom	17.1 x 11.8	1st Floor	Carpet	Walk-In closet
Bathroom Full	11.8 x 11.5	1st Floor	Tile	Main bedroom bath
Bedroom	10.7 x 12.7	1st Floor	Carpet	Access to bathroom

Bathroom Full	8.6 x 4.11	1st Floor	Tile	Access to bedroom
Dining Area	14.6 x 11.8	1st Floor	Carpet	Sliding doors to sunroom
Other	11.2 x 11.4	1st Floor	Carpet	Three-season sunroom
Other	5.8 x 10	1st Floor	Tile	Laundry mudroom

Utilities

Water Heater:	**Natural Gas**	Heat Type:	**Forced Air**
Water Type:	**Public Onsite**	Cooling Type:	**Central Air**
Natural Water:		Fuel Type:	**Nat Gas**
Sewer Type:	**Sewer Onsite**		

General Information

Possession:	**At Closing**	Covenants & Restr:	**Yes**
Flood:	**No**	Sign:	**Yes**
Seller Will Lease:	**No**	Terms:	**No**

All information deemed reliable but not guaranteed.

General Information

Parcel Number
10-26-10-800-815.000-040

Local Parcel Number
26-00033-018-0

Tax ID:

Routing Number
.

Property Class 510
1 Family Dwell - Platted Lot

Year: 2026

Location Information

County
Clark

Township
SILVER CREEK TOWNSHIP

District 040 (Local 026)
CLARKSVILLE TOWN-SCT-TFPD

School Corp 0945
SILVER CREEK SCHOOLS

Neighborhood 10085046
HUNTERS TRACE CONDOS - 040

Section/Plat

Location Address (1)
8435 HUNTERS TRACE
SELLERSBURG, IN 47172

Zoning

Subdivision

Lot

Market Model
N/A

Characteristics

Topography	Flood Hazard
Level	☐
Public Utilities	**ERA**
All	☐
Streets or Roads	**TIF**
Paved	☐

Neighborhood Life Cycle Stage
Static

Printed Wednesday, April 29, 2026
Review Group 4

Ownership

HECKER JOYCE E
8435 HUNTERS TRACE
SELLERSBURG, IN 47172

Legal

HUNTER TRACE CONDO' S UNIT 18/ 8435

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	V/I
07/29/2008	HECKER JOYCE E		WD	/		I
08/19/2005	KLEIN DEVELOPMEN		WD	/		I

Res

Valuation Records (Work In Progress values are not certified values and are subject to change)

2026	Assessment Year	2026	2025	2024	2023	2022
WIP	Reason For Change	Annual-Adj	Annual-Adj	Annual-Adj	Annual-Adj	Annual-Adj
04/06/2026	As Of Date	04/12/2026	04/17/2025	04/18/2024	04/06/2023	04/14/2022
Indiana Cost Mod	Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
1.0000	Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
	Notice Required	☐	☐	☐	☐	☐
$57,500	**Land**	**$57,500**	**$57,500**	**$57,500**	**$52,500**	**$45,000**
$57,500	Land Res (1)	$57,500	$57,500	$57,500	$52,500	$45,000
$0	Land Non Res (2)	$0	$0	$0	$0	$0
$0	Land Non Res (3)	$0	$0	$0	$0	$0
$229,800	**Improvement**	**$229,800**	**$231,300**	**$226,500**	**$205,000**	**$179,800**
$229,800	Imp Res (1)	$229,800	$231,300	$226,500	$205,000	$179,800
$0	Imp Non Res (2)	$0	$0	$0	$0	$0
$0	Imp Non Res (3)	$0	$0	$0	$0	$0
$287,300	**Total**	**$287,300**	**$288,800**	**$284,000**	**$257,500**	**$224,800**
$287,300	Total Res (1)	$287,300	$288,800	$284,000	$257,500	$224,800
$0	Total Non Res (2)	$0	$0	$0	$0	$0
$0	Total Non Res (3)	$0	$0	$0	$0	$0

Land Data (Standard Depth: Res 100', CI 100' Base Lot: Res 0' X 0', CI 0' X 0')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Market Factor	Cap 1	Cap 2	Cap 3	Value
9	SI		0	1	1.00	$57,500	$57,500	$57,500	0%	1.0000	100.00	0.00	0.00	$57,500

Data Source N/A **Collector** **Appraiser**

Notes

11/13/2025 GENERAL : REASSESSMENT 26/27- CHANGED EFF YR ON RT. KS/MF

9/7/2021 GENERAL : REASSESSMENT- CHNGD GRADE ON HOME. LT/KS

12/18/2017 GENERAL : REASSESSMENT OFP TO EFP. BL/KH

1/7/2011 GENERAL : f-134 (10-11) corrected rowtype adj on from frame to brick-sf

9/15/2010 GENERAL : Reassessment +RFX/CONCP, OFP & CONCP [CH]

6/1/2009 : 09-10 ADDED ROW TYPE DWELLING & LAND TO FULL VALUE. CK

10/29/2008 : 08-09 removed dwelling & put back into dev discount per bruce. home was not finished till after march of 08, so it will be added for 09-10.

10/14/2008 : 08-09 ADDED CONDO & BROUGHT LAND TO FULL VALUE

7/18/2006 : 06-07 TT VACATED FROM 26-6-52

Land Computations

Calculated Acreage	0.00
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.00
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
84 Solar Energy Land	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.00
Farmland Value	$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	$0
Classified Total	$0
Farm / Classifed Value	$0
Homesite(s) Value	$57,500
91/92 Value	$0
Supp. Page Land Value	
CAP 1 Value	$57,500
CAP 2 Value	$0
CAP 3 Value	$0
Total Value	**$57,500**

General Information

Occupancy	Row Type
Description	Row Type
Story Height	1
Style	N/A
Finished Area	1511 sqft
Make	

Floor Finish

- ☐ Earth
- ☐ Tile
- ☐ Slab
- ☐ Carpet
- ☑ Sub & Joist
- ☐ Unfinished
- ☐ Wood
- ☐ Other
- ☐ Parquet

Wall Finish

- ☑ Plaster/Drywall
- ☐ Unfinished
- ☐ Paneling
- ☐ Other
- ☐ Fiberboard

Roofing

- ☐ Built-Up
- ☐ Metal
- ☑ Asphalt
- ☐ Slate
- ☐ Tile
- ☐ Wood Shingle
- ☐ Other

Plumbing

	#	TF
Full Bath	2	6
Half Bath	0	0
Kitchen Sinks	1	1
Water Heaters	1	1
Add Fixtures	3	3
Total	7	11

Accommodations

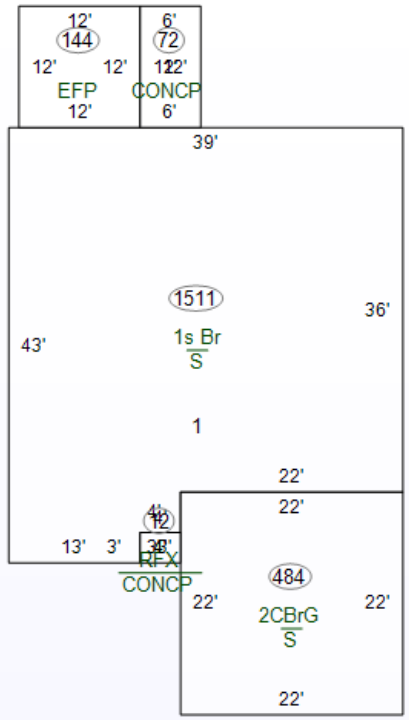
Bedrooms	2
Living Rooms	
Dining Rooms	
Family Rooms	
Total Rooms	

Heat Type

Central Warm Air

Exterior Features

Description	Area	Value
Porch, Enclosed Frame	144	$12,600
Patio, Concrete	12	$200
Canopy, Roof Extension	12	$800
Patio, Concrete	72	$600



Specialty Plumbing

Description	Count	Value

Cost Ladder

Floor	Constr	Base	Finish	Value	Totals
1	7	1511	1511	$185,000	
2					
3					
4					
1/4					
1/2					
3/4					
Attic					
Bsmt					
Crawl					
Slab		1995	0	$0	
				Total Base	$185,000
Adjustments				**2 Row Type Adj. x 0.92**	$170,200
Unfin Int (-)					$0
Ex Liv Units (+)					$0
Rec Room (+)					$0
Loft (+)					$0
Fireplace (+)					$0
No Heating (-)					$0
A/C (+)				1:1511	$4,600
No Elec (-)					$0
Plumbing (+ / -)				11 – 5 = 6 x $1,400	$8,400
Spec Plumb (+)					$0
Elevator (+)					$0
				Sub-Total, One Unit	$183,200
				Sub-Total, 1 Units	
Exterior Features (+)				$14,200	$197,400
Garages (+) 484 sqft				$28,700	$226,100
				Quality and Design Factor (Grade)	1.10
				Location Multiplier	0.90
				Replacement Cost	$223,839

Summary of Improvements

Description	Story Height	Constr Type	Grade	Year Built	Eff Year	Eff Age	Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Cap 1	Cap 2	Cap 3	Improv Value
1: Row Type	1	Brick	C+2	2008	2012	14	A		0.90		1,511 sqft	$223,839	13%	$194,740	0%	100%	1.1800	1.000	100.00	0.00	0.00	$229,800

SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R8 / 7-25)

Date (month, day, year)
11/06/2026

Property address (number and street, city, state, and ZIP code)
8435 Hunters Trace, Sellersburg, IN 47172

Seller states that the information contained in this Disclosure is correct to the best of Seller's **CURRENT ACTUAL KNOWLEDGE** as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The following information is not the representations of the real estate broker, if any. The form applies to residential real estate and purchases. Also, Indiana law (IC 32-21-5) generally requires sellers of 1–4-unit residential property to complete this form regarding the known physical condition of the property. IC 32-21-5-1(b) states that this form is **not** required for:

1. Transfers ordered by a court, including transfers:
   - A. in the administration of an estate;
   - B. by foreclosure sale;
   - C. by a trustee in bankruptcy;
   - D. by eminent domain;
   - E. from a decree of specific performance;
   - F. from a decree of divorce; or
   - G. from a property settlement agreement.
2. Transfers by a mortgagee who has acquired the real estate at a sale conducted under a foreclosure decree or who has acquired the real estate by a deed in lieu of foreclosure.
3. Transfers by a fiduciary in the course of the administration of the decedent's estate, guardianship, conservatorship, or trust.
4. Transfers made from at least one (1) co-owner solely to at least one (1) other co-owner.
5. Transfers made solely to any combination of a spouse or an individual in the lineal line of consanguinity of at least one (1) of the transferors.
6. Transfers made because of the record owner's failure to pay any federal, state, or local taxes.
7. Transfers to or from any governmental entity.
8. Transfers involving the first sale of a dwelling that has not been inhabited.
9. Transfers to a living trust.

Purpose of Disclosure Form: Completion of this form shall satisfy the requirements of IC 32-21-5-7 that mandates the seller's disclosure of conditions relevant to the listed property. This disclosure is based on the Seller's current knowledge of the property's conditions and the improvements thereon, however that knowledge was gained. This disclosure form shall not be a warranty by the Seller and shall not be used as a substitute for an inspection or warranty that the purchaser may wish to obtain. This form is a statement of the conditions and other information about the property known by the Seller. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be part of any contract between the Buyer and the Seller. The Seller must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the property. The Buyer is encouraged to obtain his or her own professional inspections of this property. A Buyer may not invalidate a real estate transaction or a contract to purchase real estate due to the Buyer's failure to sign a Seller's disclosure form that has been received or acknowledged by the Buyer.

Instructions to the Seller(s): (1) Answer every question truthfully. (2) Report all known conditions affecting the property, regardless of how you know about them or when you learned. (3) Attach additional pages, if necessary, with your signature and the date and time of signing. (4) Complete this form yourself. (5) If an item does not apply to your property or is rented, mark "not applicable/rented." (6) If you truthfully do not know the answer to a question, mark "unknown." (7) If you learn any fact prior to closing that changes one or more of your answers to this form after you have completed and submitted it, immediately notify any potential buyer of the change in writing.

NOTE: "Defect" means a condition that would have a significant adverse effect on the value of the property, that would significantly impair the health or safety of future occupants of the property, or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)
Alfred J. Hecker	11/06/2026		
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

Property address (number and street, city, state, and ZIP code)
8435 Hunters Trace, Sellersburg, IN 47172

1. The following are in the conditions indicated:

A. APPLIANCES	Not Applicable / Rented	Defective	Not Defective	Unknown
Built-In Vacuum System	NA			
Clothes Dryer			✓	
Clothes Washer			✓	
Dishwasher			✓	
Disposal			✓	
Freezer	NA			
Gas Grill	NA			
Hood			✓	
Microwave Oven			✓	
Oven			✓	
Range			✓	
Refrigerator			✓	
Room Air Conditioner(s)	NA			
Trash Compactor	NA			
TV Antenna / Dish	NA			
Other:				

B. ELECTRICAL SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Security Systems(s)	NA			
Ceiling Fan(s)			✓	
Garage Door Opener / Controls			✓	
Inside Telephone Wiring and Blocks / Jacks			✓	
Light Fixtures			✓	
Sauna	NA			
Smoke / Fire Alarms			✓	
Carbon Monoxide Detectors	NA			
Switches and Outlets			✓	
Vent Fan(s)			✓	
☐ 60 ☑ 100 ☐ 200 Amp Service			✓	
Generator	NA			

C. WATER & SEWER SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Cistern	NA			
Septic Field / Bed	NA			
Septic & Holding Tank / Septic Mound	NA			
Hot Tub	NA			
Plumbing			✓	
Aerator System	NA			
Sump Pump	NA			
Irrigation Systems	NA			
Water Heater / Electric	NA			
Water Heater / Gas			✓	
Water Heater / Solar	NA			
Water Purifier	NA			
Water Softener	NA			
Well	NA			
Geothermal and Heat Pump	NA			
Other Sewer System *(Explain)*	NA			
Swimming Pool & Pool Equipment	NA			

	Yes	No	Unknown
Are the structures connected to a public water system?	✓		
Are the structures connected to a public sewer system?	✓		
Are there any additions that may require improvements to the sewage disposal system?		✓	
If yes, have the improvements been completed on the sewage disposal system?			
Are the structure(s) connected to a private / community water system?		✓	
Are the structure(s) connected to a private / community sewer system?		✓	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's broker, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)
Alfred J Hacker	11/06/2026		
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

Property address (number and street, city, state, and ZIP code)
8435 Hunters Trace, Sellersburg, IN 47172

D. HEATING & COOLING SYSTEM	Not Applicable / Rented	Defective	Not Defective	Unknown
Attic Fan	NA			
Boiler / Radiator	NA			
Central Air Conditioning			✓	
Electric Heat Pump	NA			
Furnace Heat / Gas			✓	
Furnace Heat / Electric	NA			
Geothermal	NA			
Solar House-Heating	NA			
Woodburning Stove	NA			
Fireplace GAS			✓	
Fireplace Insert	NA			
Air Cleaner	NA			
Humidifier	NA			
Propane Tank	NA			
Other Heating Source	NA			

2. ROOF	Yes	No	Unknown
Age, if known: 6MOS Years. NEW IN 2026	✓		
Does the roof leak?		✓	
Is there present damage to the roof?		✓	
Is there more than one layer of shingles on the house?		✓	
If yes, how many layers? _____			
3. WATER HEATER			
Age, if known: 18 Years.	✓		
4. FURNACE			
Age, if known: 3 Years.	✓		
5. CENTRAL AIR CONDITIONING			
Age, if known: 3 Years.	✓		
6. HAZARDOUS CONDITIONS	Yes	No	Unknown
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		✓	
Is there contamination caused by the manufacture of a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 15-19-3.1?		✓	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		✓	
Explain:			

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Alfred J Hacker	11/06/2026		
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

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Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

Property address (number and street, city, state, and ZIP code)
8435 Hunters Trace, Sellersburg, IN 47172

7. OTHER DISCLOSURES	Yes	No	Unknown
Do structures have aluminum wiring?		✓	
Are there any foundation problems with the structures?		✓	
Are there any encroachments?		✓	
Are there any violations of zoning, building codes, or restrictive covenants?		✓	
Does the property have a shared driveway with another property?		✓	
Is the property subject to covenants, conditions and / or restrictions of a homeowner's association?	✓		
Is the property subject to a homeowner's association assessment? If yes, what is the current amount? $200 monthly	✓		
Is this property located within a locally designated historic district under IC 36-7-11?		✓	
Is the present use a non-conforming use? Explain:		✓	
Is the access to your property via a private road?		✓	
Is the access to your property via a public road?	✓		
Is the access to your property via an easement?		✓	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		✓	
Are there any structural problems with the building?		✓	
Have any substantial additions or alterations been made without a required building permit?		✓	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		✓	
Is there any damage due to wind, flood, termites or rodents?		✓	
Have any structures been treated for wood destroying insects?			✓
Is the property or a portion of the property located within a community's flood plain boundaries, as indicated in a Federal Emergency Management Agency Flood Insurance Rate Map? See https://msc.fema.gov/portal/home.		✓	
Do you currently pay flood insurance?		✓	
Is the property located near a military installation, within a state area of interest ((as defined in IC 36-7-30.2-6) and may be impacted to some degree by the effects of the installation's military operations? If yes, local laws may restrict use and development of the property to promote compatibility with military installation operation.		✓	
Does the property contain underground storage tank(s)?		✓	
Is the homeowner a licensed real estate broker?		✓	
Is there any threatened or existing litigation regarding the property?		✓	
Is the Owner subject to the Foreign Investment in Real Property Tax Act? See http://www.irs.gov/publications/p515/index.html.		✓	
Is the property located within one (1) mile of an airport?		✓	
Is the property subject to a conservation easement as defined in IC 32-23-5-2?		✓	

8. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(*Use additional pages and attach, if necessary*)

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Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)
Alfred J. Hahn	11/06/2026		
Signature of Seller	Date (*mm / dd / yyyy*)	Signature of Buyer	Date (*mm / dd / yyyy*)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)	Signature of Seller (*at closing*)	Date (*mm / dd / yyyy*)

BY-LAWS OF HUNTERS TRACE CONDOMINIUMS

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BY-LAWS OF HUNTERS TRACE CONDOMINIUMS

ARTICLE I. PLAN OF CONDOMINIUM OWNERSHIP

Name

Section 1.01. The name of the condominiums is Hunters Trace Condominiums (hereinafter sometimes referred to as "the Condominiums").

Applicability of By-Laws

Section 1.02. These by-laws shall be applicable to the operation of the Hunters Trace Condominiums.

Personal Application

Section 1.03. All present and future owners, future tenants, or their employees, or any other person who might use the facilities of the Condominiums in any manner, are subject to these by-laws which are attached as Exhibit "B" to the recorded Declaration concerning the Condominiums. The mere acquisition or rental of any of the units, or the mere occupancy of any of said units, will signify that these by-laws are accepted and ratified, and will be complied with.

ARTICLE II. VOTING, MAJORITY OF OWNERS, QUORUM, AND PROXIES

Voting

Section 2.01. Each unit shall have one (1) vote.

Quorum

Section 2.02. At least one third (1/3) of unit owners (one (1) vote per unit) shall constitute a quorum for purposes of unit owner voting.

Proxies

Section 2.03. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such owner. Said notice shall state the name and address of the individual representative so designated, the number of units owned by the owner, and the name and address of the owner, and shall be signed by the owner. The owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. OWNERS ASSOCIATION

Creation and Responsibilities

Section 3.01. The owners of the units shall constitute the Owners Association (which has been incorporated as Hunters Trace Condominiums Owners Association, Inc), herein referred to as the "Association", which will have the responsibility, thru its Board of Directors, of managing the Condominiums, including, but not limited to, approving the annual budget, establishing and collecting monthly assessments. If it chooses, the Association may arrange for the management of the project pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent.

The Developer or the owners may choose to incorporate the Association as a non-profit corporation.

Place of Meetings

Section 3.02. Meetings of the Association shall be held at any suitable place convenient to the owners as may be designated by the Board of Directors.

Annual Meetings

Section 3.03. Annual meetings of the Association shall be held as directed by the Board of Directors. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 of these by-laws. The owners may also transact such other business of the Association as may properly come before them.

Special Meetings

Section 3.04. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by owners who, collectively, own a majority of the units and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof.

Notice of Meetings

Section. 3.05. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least seven (7) days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

Adjourned Meetings

Section 3.06. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Limitations on Association Authority

Section 3.07. Subject to any more severe restrictions set forth elsewhere in the Declaration, these By-Laws, or any applicable law, the Association shall not do any of the following:

(a) By act or omission seek to abandon or terminate the condominium project;

(b) Change the interest or obligations of any individual unit;

(c) Partition or subdivide any unit; seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements by act or omission; or

(d) Use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement, or reconstruction of the condominium property; except in the case of condemnation, substantial loss to the units and/or common elements, or if at least 2/3 of the first mortgagees (based on one vote for each first mortgage held) or owners (other

than the developer) of the individual condominium units have given their approval.

ARTICLE IV. BOARD OF DIRECTORS

Number and Qualifications

Section 4.01. The affairs of the Association shall be governed by a Board of Directors composed of up to five (5) persons (the specific number to be determined by the owners at their annual meeting), all of whom must be owners of units in the project.

General Powers and Duties

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or these by-laws directed to be exercised and done by the owners.

Specific Duties

Section 4.03. In addition to the duties imposed by these by-laws or by resolution of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep, and surveillance of the project, the common areas and facilities, and any limited common areas and facilities, including disbursement of funds from the account(s) of the Association to cover

payment therefor, or for other expenses reasonably incurred.

(b) Collection of assessments from the unit owners.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities, and any limited common areas and facilities.

(d) Obtaining adequate and appropriate kinds of insurance.

(e) Preparation, adoption, and distribution of the annual budget for the property.

(f) Adoption and amendment of rules and regulations covering the details of the operation and use of the property. These rules and regulations shall be adopted or amended from time to time by the Board, and shall be documented in writing and distributed to the owners.

Management Agent

Section 4.04. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or

agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law. Any such contract must not require the payment of any penalty or termination nor require any advance notice of more than ninety (90) days for termination.

Election and Term of Office

Section 4.05. Directors shall be elected at each annual meeting of the Association. The terms for at least 1/3 of the directorship positions shall expire annually. The specifics concerning the directorship terms shall be determined by the owners.

Vacancies

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Removal of Directors

Section 4.07. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by

the owners shall be given an opportunity to be heard at the meeting.

Organization Meeting

Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be legally constituted, providing a majority of the entire Board shall be present.

Regular Meetings

Section 4.09. 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, but at least four (4) such meetings shall be held during each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, at least seven (7) days prior to the day named for such meeting. All meetings shall be open to all unit owners.

Special Meetings

Section 4.10. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours notice to each Director in the manner specified in Section 4.09, which notice shall state the time, place (as provided above), and purpose of the meeting. Special meetings of the

Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Waiver of Notice

Section 4.11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Quorum of Directors

Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Fidelity Bonds

Section 4.13. The Board of Directors shall require that all representatives of the Association handling or responsible for Association funds shall be covered by fidelity insurance covering the maximum funds that will be in the custody of the Association at any time while the policy is in force. The premiums for such insurance shall be paid by the Association. Further, the policy or policies shall name the Association of Owners as the insured and shall include a provision that calls for ten (10) days written notice to the Owners Association before the policy or policies can be cancelled or substantially modified for any reason.

Indemnification of Directors

Section 4.14. The members of the Board of Directors shall be entitled to indemnification from the Association for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in the reasonable discharge of their duties, responsibilities, and authority under these by-laws, except for liabilities arising from willful and wanton misconduct or gross negligence. The Board of Directors shall procure a policy of insurance, in the name of the Association, covering such indemnification. The Board shall provide ten (10) days' notice to each owner before any payment is made to any Director under this clause.

ARTICLE V. OFFICERS

Designation of Officers

Section 5.01. The principal officers of the Association shall be a President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, an assistant secretary, and such other officers as in their judgment may be necessary.

Election of Officers

Section 5.02. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Removal of Officers

Section 5.03. Upon an affirmative vote of majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

President

Section 5.04. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Secretary

Section 5.05. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Treasurer

Section 5.06. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other

valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VI. INITIAL DEVELOPER CONTROL OF OWNERS' ASSOCIATION

Developer Appointed Board of Directors/Time Period/Grant of Proxy

Section 6.01. Initially, and for a period of time identified later in this Article, the Developer, or its successor, shall control the Association as follows:

The initial Board of Directors shall consist of one (1) person who shall be selected by the Developer. The person so named shall serve as the Board of Directors of the Association until four months after ¾ of the units have been sold, or three (3) years from the date of the sale of the first unit, whichever comes first. At that time, an election of the Board of Directors directly by the owners, and the operation of the association through said owner-elected Board of Directors shall be undertaken in accordance with the applicable provisions of the Declaration and these By-Laws. During the period of Developer control, each unit owner, by taking title to a unit, shall be deemed to have conferred upon the Developer an irrevocable proxy to vote in such owner's name, place and stead on any and all matters on which an owner is entitled to vote pursuant to the Declaration and/or By-Laws.

Other Provisions Subject to this Section

6.02. All provisions of the Declaration and By-Laws concerning the Association and the management of the condominiums shall be subject to the provisions in this Article VI.

ARTICLE VII. FINANCE AND ADMINISTRATION

Books and Records

Section 7.01. The Board of Directors, through the Treasurer and/or any management agent, shall keep accurate books and financial records of the project and the Association, including, but not limited to, a detailed account of the expenditures and receipts affecting the project and its administration, and specifying the operating expenses of the project. Such expenses shall be determined and allocated as hereinafter provided.

Periodic Financial Statements

Section 7.02. The Board, after control has been turned over from the Developer to the Owners, shall cause to be prepared and distributed to each owner, annually, and within One Hundred and Twenty (120) days of the Owners' Association fiscal year-end, an audited, itemized accounting of the common expenses actually incurred and paid during the preceding period, together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the

net excess or deficit of income over expenditures plus reserves.

Access to Books and Records

Section 7.03. The books and records of the Association, and all other documents, including the Declaration, By-Laws, and floor plans, pertaining to the project, shall be open to inspection by any owner at all reasonable times during regular business hours.

Preparation of Annual Budget

Section 7.04. In preparing the annual budget of the Association, the Board of Directors shall include provision for reasonably anticipated expenses resulting from normal maintenance and wear and tear to the common areas and facilities, any extraordinary expenses that will be required, salaries and compensation for any employees of the Association not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to the administration of the project, any reserves required under these by-laws or deemed necessary by the Board to meet unanticipated expenses, and such other items as are designated as expenses of the Association by the Declaration, these by-laws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-

faith determination as to the cost at which such item or service can be obtained.

Insurance

Section 7.05.

(a) The Board shall procure a policy of insurance, covering loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the common areas, both limited and general, facilities, fixtures, building service equipment, and common personal property and supplies belonging to the Association. The Association shall be the named insured on the policy, and the "loss payable" clause shall name the Association and the holder of each unit's mortgage.

The policy shall require the insurer to notify in writing the Association and each first mortgage holder named in the mortgage clause at least 10 days before it cancels or substantially changes coverage. The premiums for the policy shall be paid as a common expense of the condominium project.

(b) The Board shall also purchase a comprehensive commercial general liability policy in the amount of $1,000,000.00, or such other greater amount as may be determined by the Board, to cover the Association, the Board, the Officers, the management agent and all other agents or

employees of the project for liabilities arising in connection with the ownership, use, existence, or management of the property. The policy shall provide for at least ten (10) days written notice to the Association and each holder of a first mortgage in the project before the insurer can cancel or substantially modify the policy. The premiums for the policy shall be paid as a common expense of the condominium project.

(c) Unit owners shall be responsible for having their own property insurance covering their individually owned property, including walls or partitions which are contained within the boundaries of their units, and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings (plaster, paint, wallpaper, carpeting, etc.).

For reference purposes, concerning an explanation as to what is owned in common by the owners (common areas and facilities), and what is owned individually by the owners, here is Section 8.(c) of the Hunters Trace Declaration:

The owner of the respective units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective unit space, nor shall said owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective unit spaces, which are utilized for or serve more than one unit space, except

as tenants in common with the other unit owners as heretofore provided in Paragraph 5 hereof. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective unit space, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including but not limited to, plaster, paint, and wallpaper.

Severe Damage or Destruction

Section 7.06. In the event of severe damage or destruction of the property by fire or other casualty, the repair, reconstruction, or disposition of the property shall be governed by the provisions of the Indiana Condominium law (Article 25 of Title 32 of the Indiana Code).

Reserve Fund

Section 7.07. The Association shall maintain a replacement reserve fund for capital expenditures and replacement and repair of the common areas and facilities, which fund shall be used for those purposes and not for usual and ordinary repair expenses of the common areas and facilities. This fund for capital expenditures and replacement and repair of common areas and facilities shall be maintained out of regular assessments for common expenses, but the funds shall be maintained in a separate interest bearing account with a bank or savings and loan association

authorized to conduct business in Clark County, Indiana.

Remedies

Section 7.08.

(a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) The Board may suspend the voting rights of, and services provided to, any owner who fails to pay any assessments, charges, or fines, or who does not comply with the Declaration, by-laws, or Rules and Regulations. This remedy may be imposed only after the owner has been informed, in writing, of the violation, and, with regard to non-payment of assessments, only if the assessment is delinquent for more than six months.

(c) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the Declaration, by-laws, or management agreement, if any, shall upon request of the parties' thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Association is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of the American

Arbitration Association shall be applicable to any arbitration commenced hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. The management agreement shall contain provisions making this section applicable to all parties thereto.

(d) The owners, Association, management agent, and any other interested parties shall additionally have such judicial remedies as are established or permitted by law; except insofar as such remedies are validly limited by Paragraph (b) above.

Liens

Section 7.09. The procedures in the event of attachment of a mechanic's lien shall be as provided by Indiana Condominium law (Article 25 of Title 32 of the Indiana Code).

ARTICLE VIII. OBLIGATIONS OF OWNERS

Assessments

Section 8.01. All owners are obligated to pay monthly assessments imposed by the Association to meet the expenses of administration and of maintenance and repair of the general common areas and facilities, and, in the proper case, any limited common areas and facilities, and all other expenses contemplated by these by-laws and/or project's Declaration.

Owner responsibility for monthly assessments shall begin as of the closing date concerning a

given unit. An appropriately pro-rated assessment for the first month's assessment shall be collected at the closing.

The developer's responsibility for monthly assessments for units that are unsold is as set forth in section 9. of the Declaration.

Maintenance and Repair

Section 8.02.

(a) Every owner must perform promptly all maintenance and repair work within its own unit which, if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damage and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations within the unit shall be at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through the owner's fault.

Internal Changes and Use of Units

Section 8.03.

(a) All units shall be utilized for residential purposes only , and no more than five persons may reside in a unit.

(b) An owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within fifteen (15) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Association shall provide the owner with written reasons for the denial of its approval to make any proposed structural modification or alteration.

Right of Entry

Section 8.04.

(a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

(b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Rules of Conduct

Section 8.05.

(a) No resident of the project shall post any advertisements or posters of any kind in or on the project except as authorized by the Association.

(b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. Any resident keeping domestic animals will abide by the Municipal Sanitary Regulations.

(c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.

(d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.

(e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.

(f) No owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, or air conditioning units, etc., on the exterior of the project or which protrude through the walls or the roof of the project except as authorized by the

Association.

(g) The number of pets shall be limited to two (2) per unit.

All pets shall be controlled so as not to create a nuisance (barking, smell, water, etc.)

Pet owners are required to immediately dispose of the waste created by their pets by collecting it in a bag and properly disposing of it. Waste shall not be left on any common or limited common area.

All pets must be on hand-held leashes when outside the residence and to be under control of the person accompanying the pet.

Pets may not be staked or tied in any common area or limited common area.

Property damage from animals (such as digging or urine spots that kill grass, urinating on shrubs and trees, etc.) is a violation of these rules. Pet owners will be responsible for cost of replacement or repair concerning such damage.

No animals of any kind will be bred on any part of the condominium property.

No exotic animal shall be kept on any part of the condominium property. These animals include, but are not limited to, snakes, lizards, monkeys, and such.

Doghouses and other pet structures may not be constructed, placed or maintained on any part

of the condominium property, including common areas.

Rental or Lease of Unit

Section 8.06.

(a) Any owner, including the Grantor, who desires to rent or lease a unit, shall disclose that fact in writing to the Association of co-owners at least ten (10) days before leasing such unit, and shall supply the Association with a copy of the exact lease form for review for compliance with the condominium documents.

(b) Tenants or non-owner occupants shall comply with all of the conditions of the condominium documents and all leases and rental agreements shall so state.

(c) If the Association determines that a tenant or non-owner occupant failed to comply with the conditions of the condominium documents, the Association shall notify the owner by certified mail advising of the alleged violation of the tenant. The owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the owners on behalf of the Association if it is under the control of the Grantor, an action for eviction

against the tenant or non-owner occupant and, in the same action, for money damages for breach of the conditions in the condominium documents. The relief set forth herein may be by summary proceeding. The Association may hold both the tenant and the owner liable for any damages caused by the owner or tenant in connection with the unit.

(d) Where an owner is in arrearage to the Association for any assessments, the Association may give written notice of the arrearage to a tenant occupying the owner's unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the owner the arrearage and future assessments as they fall due, and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant.

(e) In the event the Association must take any legal action for violation of these By-Laws or the Declaration, in addition to any other remedies that may be available at law or equity under the laws of the State of Indiana the Association, shall be entitled to all costs and expenses incurred, including reasonable attorney fees.

ARTICLE IX. AMENDMENTS TO BY-LAWS/DECLARATION

Amendments to By-Laws

Section 9.01. These by-laws, or the Declaration, may be amended by the Association in a

duly constituted meeting for such purpose upon approval of such amendments by a majority of the total eligible votes of the owners voting. (However, if any applicable Indiana statute requires a greater-than-majority vote, that statute shall control.)

Also, By-Law amendments of a material nature, including amendments concerning the issues listed below, must also be approved by a majority of first mortgage holders who submit a written request that the Owners Association notify them concerning any proposed By-Law amendment of a material nature:

(a) voting rights;

(b) increases in assessments that raise the previously assessed amount by more than 25%, assessments liens, or the priority of assessment liens;

(c) reductions in reserves for maintenance, repair, and replacement of common elements;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the general or limited common elements, or rights to their use;

(f) redefinition of any unit boundaries;

(g) convertibility of units into common elements or vice

versa;

(h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;

(i) hazard or fidelity insurance requirements;

(j) imposition of any restrictions on the leasing of units;

(k) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;

(l) restoration or repair of the project; or

(m) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Also, any action to terminate the legal status of the project after a substantial destruction or condemnation occurs must be agreed to by at least 2/3 of the owners and by a majority of first mortgage holders who have submitted a written request for notification concerning any proposed action to terminate the legal status of the project.

Lender Requirements

9.02. Notwithstanding anything contained in the Declaration, in the By-Laws or any Rules and Regulations as may be adopted from time to time by the Board of Directors, the Developer, until

such time that all units have been deeded to owners, reserves the right to amend this Declaration to accommodate the reasonable requirements of mortgagees, to include, but not limited to, the Veterans Administration, Federal Home Loan Mortgage Corporation, Federal Housing Administration, and the Federal National Mortgage Association.

ARTICLE X. MORTGAGEES

Notice of Association

Section 10.01. An owner who mortgages his unit shall notify the Association through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee; and the Association shall maintain such information in a book entitled “Mortgagees of Units”.

Notice of Unpaid Assessments

Section 10.02. The Association shall, at the request of a mortgagee of a unit, give written notification to the mortgagee of any default in performance by any subject mortgagor of any obligation under the condominium constituent documents, within sixty (60) days of such default performance.

Mortgagee’s Priority

Section 10.03. No individual condominium unit owner, or any other party, shall have priority over any rights of a first mortgagee of the condominium unit, pursuant to its mortgage, in the case of payment to an individual unit owner of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common elements.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAW

Controlling Law

Section 11.01. These by-laws are set forth to comply with the provisions of Indiana Condominium law (Article 25 of Title 32 of the Indiana Code). In case any of these by-laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

In acknowledgment of the foregoing By-Laws:

Hunters Trace Condominiums Owners Association, Inc.

By: _____, President
Printed Name: _____
Date: _____

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Shirley Nolot
CLARK COUNTY RECORDER
Clark County Recorder
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DECLARATION ESTABLISHING A PLAN OF OWNERSHIP FOR HUNTERS TRACE CONDOMINIUMS

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DECLARATION ESTABLISHING A PLAN OF OWNERSHIP FOR HUNTERS TRACE CONDOMINIUMS

Background

Klein Development Company, Inc. (a/k/a Klein Development Co., Inc.), hereinafter referred to as "the Developer", has undertaken a condominium development project.

The condominium project involves 8.051 acres, more or less, of real estate with nine (9) separate multi-unit, single story buildings with a total of forty-nine (49) units. The legal description of the subject real estate ("the real estate") is set forth in Exhibit "A" attached hereto.

The name of the project is Hunters Trace Condominiums.

The Developer, by way of this Declaration, establishes a plan for the individual ownership of the area or space contained within each of the condominium units, and the co-ownership by the individual condominium unit owners, as tenants in common, of all of the remaining real estate, which is hereinafter defined and referred to as the "common areas and facilities".

The plan of ownership established by this Declaration has been undertaken with reference to, and is to be governed by, the provisions of Indiana law relating to Condominiums, as set forth in Article 25 of Title 32 of the Indiana Code.

The project drawings ("floor plans") for the project are filed of record in the Office of the

Recorder of Clark County, Indiana (Filing information: _____).

The Developer hereby makes the following declaration as to divisions, covenants, restrictions, limitations, and uses to which the real property, together with appurtenances, may be put; hereby specifying that the Declaration shall constitute covenants to run with the land and shall be binding on the Developer, its successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

Creation of Freehold Estates

1. The Developer, in order to establish a plan of condominium ownership for the above referenced real estate and improvements, covenants and agrees that it divides the real estate into the following separate freehold estates:

(a) The forty-nine ~~(49)~~ 48 separately designated and legally described freehold estates consisting of the spaces or areas contained within the perimeter walls of each of the forty-nine ~~(49)~~ condominium units in the above-referenced multi-unit buildings constructed on the real estate.

(b) A freehold estate consisting of the remaining portion of the real estate, described and referred to herein as the "common areas and facilities", which include, but

are not limited to, the land, roofs, main walls, slabs, parking spaces, trees, pavement, and all easements.

Undivided Interest in Common Areas Included in Unit Ownership

2. The ownership of each condominium unit shall include an undivided interest in the common areas and facilities referenced in Paragraph 5 hereof, and an individual interest in the enclosed space within the boundaries of an individual unit.

Limited Common Areas and Facilities

3. The porches that are contiguous to each condominium unit are hereby designated as limited common areas and facilities reserved for the use of the contiguous unit, to the exclusion of the other units.

At the discretion of the Owners Association (as established and referenced in this Declaration and the By-Laws attached hereto), other portions of the common areas and facilities may be set aside and allocated for the restricted use of an individual unit, as limited common areas and facilities.

Description of Each Unit

4. Each of the forty-nine (49) individual units hereby established shall be identified by the Condominium Unit Number assigned to each unit on the floor plans.

Allocation of Percentage Interest in Common Areas

5. The undivided interest in the common areas and facilities established in Paragraph 2 hereof that shall be included in and conveyed with each respective condominium unit is as follows: Each unit shall have an equal portion of undivided interest in common areas and facilities, namely: a 1/49 interest.

The percentage of undivided interest for each unit cannot be changed except upon agreement of all the unit owners and the recording of an amendment hereto, duly signed and acknowledged, or pursuant to the terms of the express reservation by the Developer of the right to change such interests as specified in Paragraph 18 of this Declaration, and said Developer, its successors, assigns, and grantees, covenant and agree that the undivided interests in the common areas and facilities, and the fee titles to the respective unit spaces conveyed therewith, shall not be separated or separately conveyed, and that each said undivided interest shall be deemed to be conveyed or encumbered with its respective unit space even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit space.

Allocation of Percentage Interests for Voting and Assessment

6. Each of the units shall have one (1) vote for voting purposes in the Owners

Association established herein; and the units will share equally the expenses of the common areas and facilities.

Notwithstanding the foregoing, however, the expenses of maintaining any limited common areas and facilities shall be the responsibility of the owner of the unit to which the use of such limited common area or facility is connected.

Exhibits

7. The legal description of the real estate being placed into the condominium project is attached hereto as Exhibit "A". The By-Laws of Hunters Trace Condominiums Owners Association are attached hereto as Exhibit "B".

(The floor plans for the project have been submitted separately and are on record in the Office of the Recorder of Clark County, Indiana.)

Rights, Obligations, and Duties of Unit Owners

8. The Developer, its successors, and assigns, by this Declaration, and all future owners of the units, by their acceptance of their deeds, covenant and agree as follows:

(a) The common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners

with respect to the operation and management of the condominiums.

(b) The units shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose.

(c) The owner of the respective units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective unit space, nor shall said owner be deemed to own pipes, wires, conduits, or other public utility lines running through said respective unit spaces, which are utilized for or serve more than one unit space, except as tenants in common with the other unit owners as heretofore provided in Paragraph 5 hereof. Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective unit space, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including but not limited to, plaster, paint, and wallpaper.

(d) The owners of the respective units agree that if any portion of the common areas and facilities encroaches upon the unit spaces, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event a multi-unit structure is partially or totally destroyed, and then rebuilt, the owners of the units agree that

reasonably necessary encroachment of parts of the common areas and facilities due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

(e) An owner of a unit shall automatically, upon becoming an owner, of a unit or units, be a member of the Hunters Trace Condominiums Owners Association, herein referred to as the "Association", and shall remain a member of said Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall automatically cease. (At the discretion of the Developer or the owners of the units, the Association may be incorporated as a non-profit corporation.)

(f) The owners of units covenant and agree that the administration of Hunters Trace Condominiums shall be in accordance with the provisions of this Declaration and the By-Laws of the Association which are made a part hereof and attached as Exhibit "B".

(g) Each owner, tenant, or occupant of a unit shall comply with the provisions of this Declaration, the By-Laws, and decisions and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for any action to recover sums due, for damages, or for injunctive relief.

(h) This Declaration shall not be revoked except upon unanimous consent of all unit owners and any and all of the mortgagees of the units. Amendments to this Declaration shall be in accordance with Article IX of the By-Laws attached hereto as Exhibit "B". No such revocation or amendment shall be effective until an instrument evidencing such revocation or amendment has been duly recorded.

(i) No owner of a unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment to any of the common areas and facilities or by the abandonment of his unit.

Developer's Status for Voting/Assessment Purposes; Turnover of Control

9. The Developer shall be considered the owner of each unsold unit for voting purposes.

If the Developer has entered into a professional management contract which is in effect at the time control of the Association is passed from the Developer to the owners, the Association shall have the right to terminate that contract without cause.

The Developer shall be excused from contributing towards Association assessments for unsold units for a period of time that begins on the day this Declaration is recorded, and ends not later than the first day of the 24th calendar month following the month in which the closing of the sale of the first unit occurs. (The Developer may elect, at any time, to begin paying assessments for

the unsold units). However, if the expenses required for the administration and maintenance for the condominium project during that period exceed the amount assessed against the other unit owners, then the Developer, or its successor, shall pay the excess. (This provision is in accordance with the option provided in Indiana Code 32-25-4-4 (d), concerning contributions for expenses.)

(The Developer shall transfer control of the Owners Association to the unit owners no later than the earlier of four (4) months after Seventy-five percent (75%) of the units in the Project have been conveyed to unit purchasers; or three (3) years after the first unit is sold; all as is more particularly set forth in Section VI of the Association's By-Laws.)

Liens for Unpaid Assessments/Taxes, Assessments and Charges

10. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien on such unit prior to all other liens, except only: (1) tax liens on the unit in favor of any assessing unit or special district; and (2) all sums unpaid on any prior mortgage of record. Such lien may be foreclosed by suit by the Association or its duly appointed representative, acting on behalf of the owners of the units, in like manner as a mortgage of real property, as provided Indiana Condominium law (Chapter 6 of Article 25 of Title 32 of the Indiana Code). In any such foreclosure the unit owner shall be required to pay a reasonable

rental for the unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Association or its duly appointed representative, acting on behalf of the owners of the units, shall have power to bid on the unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

All taxes, assessments, and charges that become liens prior to any first mortgage shall relate only to the subject individual condominium unit and not to the condominium project as a whole.

Past Due Assessments Where Title Acquired By Foreclosure

11. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, and his successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the units including such acquirer, and his successors and assigns.

No Rental for Transient or Hotel Purposes

12. The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as: (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease the same provided that said lease is made subject to the covenants and restrictions contained in this Declaration, and is further subject to the By-Laws attached hereto.

Procedure in the Event of Total or Severe Damage

13. In the event the property which is subject to this Declaration is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Indiana Condominium law (Chapter 8 of Article 25 of Title 32 of the Indiana Code).

Past Due Assessments Where Title Acquired by Voluntary Conveyance

14. In a voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the

grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled, upon request, to a statement from the Association or its representative, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

Acts of Association Binding on Unit Owners

15. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established by Indiana Condominium law, this Declaration. or in the By-Laws, shall be deemed to be binding on all owners of units, and their successors and assigns.

Insurance

16. The Owners Association, or its duly appointed representative, shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering units but without prejudice to the right of the owner of a unit to obtain individual unit insurance.

Further specifics concerning insurance coverage shall be as provided in Section 7.05 of the

By-Laws attached hereto as Exhibit "B".

Assessments for Insurance Premiums

17. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association.

Withdrawable Real Estate

18. The Developer reserves the right, consistent with the provisions of Indiana Condominium law (Article 25 of Title 32 of the Indiana Code), to withdraw any part, or all, of the real estate in this Condominium project (legal description attached as "Exhibit A".) Any portion of the real estate may be withdrawn at anytime but the option to withdraw real estate from the project shall expire ten years from the

recording of this Declaration. Further, the option to withdrawal shall be subject to these restrictions:

(a) Any withdrawal must include an entire building or entire buildings (no withdrawal of a portion of a building) and the common areas directly connected with such building or buildings.

(b) No building may be withdrawn if any unit in the building has been sold by the Developer.

(c) No withdrawal may be permitted which would have the affect of impairing the ingress/egress rights of an

owner of any unit, or the rights of an owner of any unit concerning common areas or facilities.

(d) Reciprocal easements shall be granted for use and access as necessary and appropriate between the real estate in Exhibit "A" attached hereto which remains subject to the condominium regime and the real estate withdrawn.

Upon withdrawal of any portion of the real estate, the equal ownership percentage of the common areas of the condominium project shall be adjusted to reflect the number of units remaining in the project.

In witness of the foregoing, the Developer executes this Declaration:

KLEIN DEVELOPMENT COMPANY, INC.
(a/k/a Klein Development Co., Inc.)

Date: 8-19-05

BY: _____
Steven E. Klein, President

STATE OF INDIANA)
:ss
COUNTY OF FLOYD)

Before me the undersigned, a Notary Public for Clark County, State of Indiana, personally appeared KLEIN DEVELOPMENT COMPANY, INC. BY STEVEN E. KLEIN (a/k/a Klein Development Co., Inc.), and acknowledged the execution of this instrument this 19th day of August, 2005.

Cynthia L. Prather
Notary Public (Signature)

My Commission Expires:
Aug. 8, 2006

Cynthia L. Prather
Notary Public (Printed)

This Instrument Prepared By:

George W. Gesenhues, Jr.
Indiana Attorney No. 7109-22
Lorch & Naville, LLC
P.O. Box 1343 - 506 State St.
New Albany, IN 47151-1343
(812) 949-1000; Fax (812) 949-1000
gwg/clp/30286/hunterstrace.declaration

EXHIBIT "A"

A part of Survey #108 of the Illinois Grant, Clark County, Indiana, more particularly described as follows:
Commencing at the rear common lot corner of Lots #12 and #14 of Plum Run Subdivision, Section 1, as recorded in the Office of the Recorder of Clark County, thence along the Eastern line of Plum Run Subdivision North 48° 47' 12" East 375.16 feet, this being the point of beginning, thence South 39° 33' 47" East 933.73 feet to a point in the right of way of Hunter's Station Road, thence with said right of way North 29° 53' 20" East 392.74 feet, thence along a curve concave Southwesterly whose radius is 30.00 feet and whose long chord bears North 04° 56' 59" West, having a length of 34.28, a distance of 36.48 feet, thence North 39° 47' 17" West 329.51 feet, thence along a curve concave Northeasterly whose radius is 180.11 feet and whose long chord bears North 12° 53' 37" West having a length of 104.54 feet a distance of 106.07 feet, thence North 41° 35' 13" West 356.56 feet, thence South 48° 47' 12" West 420.43 feet to the point of beginning, containing 8.051 Acres, more or less.

gwg/clp/30286/exhibit.A

HUNTERS TRACE CONDOMINIUM OWNERS' ASSOCIATION (HTCOA)
LANDSCAPE POLICY

PURPOSE: The purpose of the landscape policy is to ensure that the grounds of the Hunters Trace development are maintained in such a manner as to either maintain or increase the value of all unit properties.

Any time you are not certain about whether there is a rule, please contact someone on the Board.

ALL Residents must have board approval prior to any projects or landscape changes. Residents must contact the Landscape Director, Harlan Yeager (502) 295-2378. He will present any plans to the Board for approval.

The Board of Directors is responsible for enforcing the following landscape policy rules:

1. The HTCOA is responsible for the direct care of all trees and bushes and for cutting the grass

2. No firepits are allowed at any time as required by our insurance agency.

3. Residents are NOT to feed any wild animals that roam our property. HTCOA has had infestations of mice and other rodents that were fed by owners. Bird feeders must be up and off of ground. At no time shoulder table scraps be discarded outside to feed the animals.

4. No objects can be within 4' of the electric transformer boxes per the electric company.

5. Unit owners may plant (at their expense):
    a. Items in the back of their units, to the end of their condo and not exceeding the depth of 3 feet beyond the patio or glassed/screened porch.

    b. Plants shall not grow higher than 3 3-1/2' from the ground.

    c. Vegetable gardens are allowed in the designated area to the rear of the condo and should contain small plants. These are not allowed in the center units. Not to exceed 3 ½' (examples: corn, sunflowers, etc).

    d. Flowers and ornaments in the front of the residence should not restrict landscaping crew access.

    e. The Board will maintain records of all newly acquired subdivision plants, bushes and trees installed by the HTCOA so as to comply with any warranties.

HUNTERS TRACE CONDOMINIUM OWNERS' ASSOCIATION (HTCOA)
LANDSCAPE POLICY

6. Decorative Curbing:
    a. Decorative curbing installation permission must be requested and approved by the Board.

    b. The unit owner is responsible for maintaining the decorative curbing

    c. The HTCOA is not responsible for any damage to the decorative curbing by the landscaping/mowing crews.

    d. Any unit that has a new installation of this curbing will be required to sign a hold harmless agreement letter.

7. Residents are not allowed to nail, drill or in any way hang anything on any of the brick walls or columns (Please ask before hanging anything around your unit

8. Residents must keep all objects 4' from electric transformer boxes if in the yard per the electric company.

9. All holiday decorations must follow the rules below:
    a. Decorations are restricted to the planting beds in front of the units and must not interfere with the care of the lawn, bushes, trees, etc.

    b. No decorations or lights can be hung from the gutters or roof as this can cause damage.

    c. Wreaths may be hung on the lights (must not be heavy), but the homeowner is responsible for any damage to the lighting units. Any damaged light fixtures must be replaced with identical fixtures. ***Also, please be mindful that your house number is on the front of your garage and some decorations can block your house number (this could be a problem if there was an emergency).***

    d. Christmas decorations can be hung after Thanksgiving, but need to be removed by January 10th (this allows an extended time for these decorations to be displayed).

    e. All other holiday decorations, including lights, must be removed within fifteen (15) days of the holiday (this excludes Christmas see above).

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10. Unit owners are encouraged to water the lawn and trees in the front and back of their unit. They may also be asked to water any new plantings, grass, sod, etc. as necessary to maintain the new planting.

11. Unit owners desiring to dig around their units MUST call 811.
    a. To ensure no damage will occur to existing underground utilities.

    b. The unit owner is solely responsible for all costs from any damage that results from digging.

12. Snow will be removed when the height of the snow reaches 3 inches. In the event of upcoming inclement weather, extreme cold, icy conditions, etc. the roads and driveways will be pre-treated with Magnesium Chloride. (NOTE: DO NOT put salt on the sidewalks/driveways as it breaks down the concrete).

13. Garage Lights
    a. HTCOA asks for the safety of the residents and neighbors that you turn your garage lights on nightly. (They make dusk to dawn inserts/or dusk to dawn light bulbs that you can put in your lights to have them go off when the sun comes up).

    b. The unit owner is responsible for replacing outside garage lights due to hanging seasonal decorations.

    c. The garage lights shall be replaced with lights identical to the original lights.

The HTCOA Board is always open to suggestions, concerns, comments, etc. please feel free to contact any member of the Board.

Board Member Name	Office Held	Telephone Number
Sandra "Sandi" Pike	President	502-909-4674
Karen Yeager	Treasurer	502-797-2850
Karla Barron	Secretary	812-786-0900
Sandy Bragg	Member-At-Large	502-541-9766
Carol Holloman	Member-At-Large	502-885-0857

Hunters Trace Condominiums Owners Association

Sellersburg, IN 47172

August 7, 2012

Rules,
Regulations,
And Information

Introduction

The Rules and Regulations of Hunters Trace Condominiums Owners Association are contained in this booklet. This booklet must be given to all residents of our community, whether they are current owners, new owners, or tenants.

We also advise that you read the By-Laws and Landscape Policies to acquaint yourself with the information found therein.

It is the purpose of the Board of Directors to maintain, protect and enhance the value of your home at Hunters Trace. It is also the purpose of the Board of Directors to uphold these rules while maintaining their allegiance to all residents of the community. It is mandatory that they be adhered to so that the integrity and overall appearance, safety and security of Hunters Trace may be maintained.

Please read these Rules, Regulations and Information carefully. Remember, you are one of forty-eight owners of this community. It is important that rules and regulations be established and followed, as everything that you display or do outside of your unit or in a common area affects the other forty-seven owners. Please be considerate of your neighbors and help us to make this a pleasant and safe community for all of us.

General Rules

1. Satellite TV receptors are not to be installed in the front of the condominium property. Those that are attached to the roof, please be aware that the homeowner is responsible for repairs of damage resulting from such attachment.
2. No structures, such as storage sheds or fences shall be erected on condominium property without the approval of the Association.
3. No substantial changes to the "footprint" of the original construction (for example, enlarging a patio area) shall be made without the approval of the Association.
4. For any structural changes, the owner must complete and submit a written, detailed request for permission and obtain the approval of the Association prior to making any changes.
5. No resident may confront or accost any contractor or employee of the Association. Any and all complaints or concerns with such must be brought to the Board's attention immediately.
6. No sign, awning, canopy, shutter or antenna may be affixed to or placed on the exterior walls, roof or any part of a building without approval of the Board of Directors.
7. No signs are to be posted anywhere on the condominium property. This includes windows, porches, patios or anywhere that they may be visible, with the exception of "For Sale" signs if the unit is for sale, security signs for any unit with professional security , a no soliciting sign, the Association's yard sale, or the Association's annual meeting announcement.
8. We are a community of "No Soliciting".
9. No trees can be planted without the approval of the Board.
10. Owners and tenants shall keep yards and gardens clean and attractive. This includes responsibility for plants and yard ornaments the owner has put out. The owner shall be responsible for removing dead plants, broken garden ornaments or those in disrepair, empty pots, overgrown plants and any other items deemed unsightly or unsafe.

11. All complaints regarding animals shall be in writing and submitted to the Board. The complaint should include all information including date, circumstances and pet owner's name.

Building Exteriors

1. Common areas and limited common areas must be kept clean. Residents are responsible for picking up trash, paper, etc. in such areas. Cigarette butts must be disposed of properly rather than thrown out and left in common areas.
2. No signs or notices shall be posted on doors, mailboxes or any area except those posted or approved by the Board.
3. Trim, garage doors and exterior colors shall be of a common, uniform color original to the condominium project. Doors, windows and window blinds, shall be of uniform style and color throughout the project.

Parking and Parking Areas

1. Visitors must park in common area parking spaces or the driveway of the resident they are visiting.
2. Inoperative or wrecked vehicles, including vehicles with expired tags, may not be parked on condominium property unless such vehicle is parked in a resident's garage. Such vehicles will be considered abandoned and will be towed at the owner's expense.
3. Certain vehicles are prohibited from parking in driveways, guest parking areas or the street. The vehicles include any RV, camper, boat, trailer or commercial truck rated one ton or larger. In the rare event that it is necessary for one of these vehicles to be parked in the development, the duration shall be no longer than 12 hours.

4. Motorcycles, mini-bikes, bicycles, skateboards, roller blades and roller skates are permitted but should be used in street areas only. If damage occurs due to use or abuse of these vehicles, the owner of the unit using such or hosting the person using such will be responsible for the cost of repairing the damage.
5. When possible, residents are asked to avoid parking on the street.

Unit Owner Responsibility Regarding Assessments

Monthly assessments are due by the first day of each month. If unpaid by the 5th day, a fee of $20.00 will be charged. If assessments are in arrears after a period of three months, the Board may place a lien against the unit.

Owners have the option of setting up an automatic payment system for payment of assessments. This can be done by contacting the Treasurer.

Any dishonored check will be treated as an unpaid assessment and will be subject to the same late charge, plus a $25.00 handling fee.

Leased Units

1. It is the unit owner's responsibility to maintain payment of the Association fees as well as property insurance.
2. Tenants are bound by these rules and regulations in the same manner and to the same degree as the owner of the unit.
3. Unit owners must inform the Board, in writing and **prior** to renting, of the intent to lease the unit.
4. Leases shall be in writing, and include a copy of the "Hunters Trace Rules and Regulations".

5. Unit owners must file copies of the lease and tenant information with the Board within ten (10) days of the initial application (bylaw 8.06)

6. The owner is responsible for providing a copy of the by-laws and rules and regulations to the tenant and obtaining a Receipt of Acknowledgement, which the owner gives to the Association Secretary to keep on file.
7. To prevent unauthorized access to units, unit owners are responsible for the retrieval of all keys from their tenants upon the tenant's departure. The unit owner is solely responsible for any damage or injuries resulting from the owner's failure to retrieve the keys.
8. Tenants must abide by all Association Rules and regulations. Unit owners, along with the tenant, will be notified of any violation(s) and the unit owner will be held responsible for his/her tenant's violation, including any fines and damages that might apply.
9. No unit owner, or any first mortgagor, shall lease less than an entire unit.
10. A tenant shall not sub-lease a unit.
11. No units shall be rented for transient or hotel purposes.
12. More than one family may not occupy leased units.

General Information

1. No part of the condominium property, including units and garages, is to be used for anything other than residential purposes.
2. Nothing shall be done to any unit, common area or limited common area which would structurally change any building or would impair or change the structural integrity of any building.
3. No clothes, sheets, blankets, rugs or laundry of any kind may be hung out or exposed on any part of the condominium property. (bylaw 8.05c)
4. No offensive activity of any kind, including excessive noise from musical instruments, televisions, radios, amplifiers or loud talking that may disturb others, may be carried out in any unit or in the common areas, either intentionally, recklessly or negligently. The term "offensive activity" includes any activity that is an annoyance and/or nuisance to other residents.

5. No owner, resident or tenant shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the building which protrude through the wall or the roof of the project unless authorized by the Association. (bylaw 8,05f)
6. The total number of persons living in any one unit may not exceed five (5) persons. (bylaw 8.03a)
7. At the April 13th, 2009 Association meeting, residents agreed to purchase and install dusk to dawn sensors for their garage lights. This would be an attractive addition to the overall appearance after dark, with safety and security an added benefit for the residents.

Pets

(Bylaw 8.05g)

1. The number of pets shall be limited to two (2) pets per unit.
2. All pets shall be controlled as to not create a nuisance (barking smell, water, etc.)
3. Pet owners are required to immediately dispose of the waste created by their pets by collecting it in a bag and properly disposing of it. Waste shall not be left on any common or limited common area.
4. All pets must be on hand-held leashes when outside the residence and to be under control of the person accompanying the pet.
5. Pets may not be staked or tied in any common area or limited common area.
6. Property damage from animals (such as digging or urine spots that kill the grass, urinating on shrubs and trees, etc.) is a violation of these rules. Pet owners will be held responsible for cost of replacement or repair of such damage.

7. No animals of any kind will be bred on any part of the condominium property.
8. No exotic animals shall be kept on any part of the condominium property and/or its facilities. These animals include, but are not limited to, snakes, lizards, and monkeys and such.

9. Doghouses and other pet structures may not be constructed, placed or maintained on any part of the condominium property, including common or limited common areas.

Unit Owner Responsibilities (Repairs and Maintenance)

1. Interiors of home including, but not limited to: Windows (cracked or broken {unless done by mowing crews, then contact board member} seals), doors, (interior, exterior and storm) patio doors, fireplaces, faucets (inside and outside), electric receptacles (inside and outside), furnace, air conditioner, water heater, and appliances.
2. Unit door locks.
3. Interior plumbing fixtures and lines servicing a particular unit.
4. Garage doors.
5. Bathroom and dryer vents.
6. Insurance for interiors, patio enclosure, personal property, contents and liability coverage.
7. Repairs of all damage to any part of common or limited common areas and facilities (including roofs) caused by a resident, tenant, guest, family member, pet or vehicle.
8. Patios, porches, sun rooms, patio fan and light.

Association Maintenance and Repair Responsibilities

Using monthly assessment monies include:

1. Lawn service
2. Snow removal (3 or more inches)
3. Trimming and replacement of Association shrubs and trees
4. Painting of exterior trim of buildings

5. Maintenance of exterior of buildings
6. Insurance on building structure and common areas
7. Maintenance of common parking areas
8. Replacement reserve account for capital expenditures
9. Utility expenses for common areas