



THREE TWENTY

at The Cascade

COMMERCIAL/RESIDENTIAL MIXED-USE DEVELOPMENT
IN DOWNTOWN SOUTH BEND, INDIANA

RESIDENT MANUAL
Issued April 15, 2021



Wharf Partners, LLC



RESIDENT MANUAL TABLE OF CONTENTS

SECTION 1 – STARTING ESSENTIALS

Utility & Service Provider FAQs	1-01
Internet Phone & Media FAQs	1-02
Media Service Offerings	1-03 – 1-04
Building Service & Amenity FAQs	1-05
Fitness Center Waiver & Release of Liability	1-06
Butterfly BMX Tenant User Guide	1-07 – 1-19

SECTION 2 – YOUR HOME AND COMMUNITY

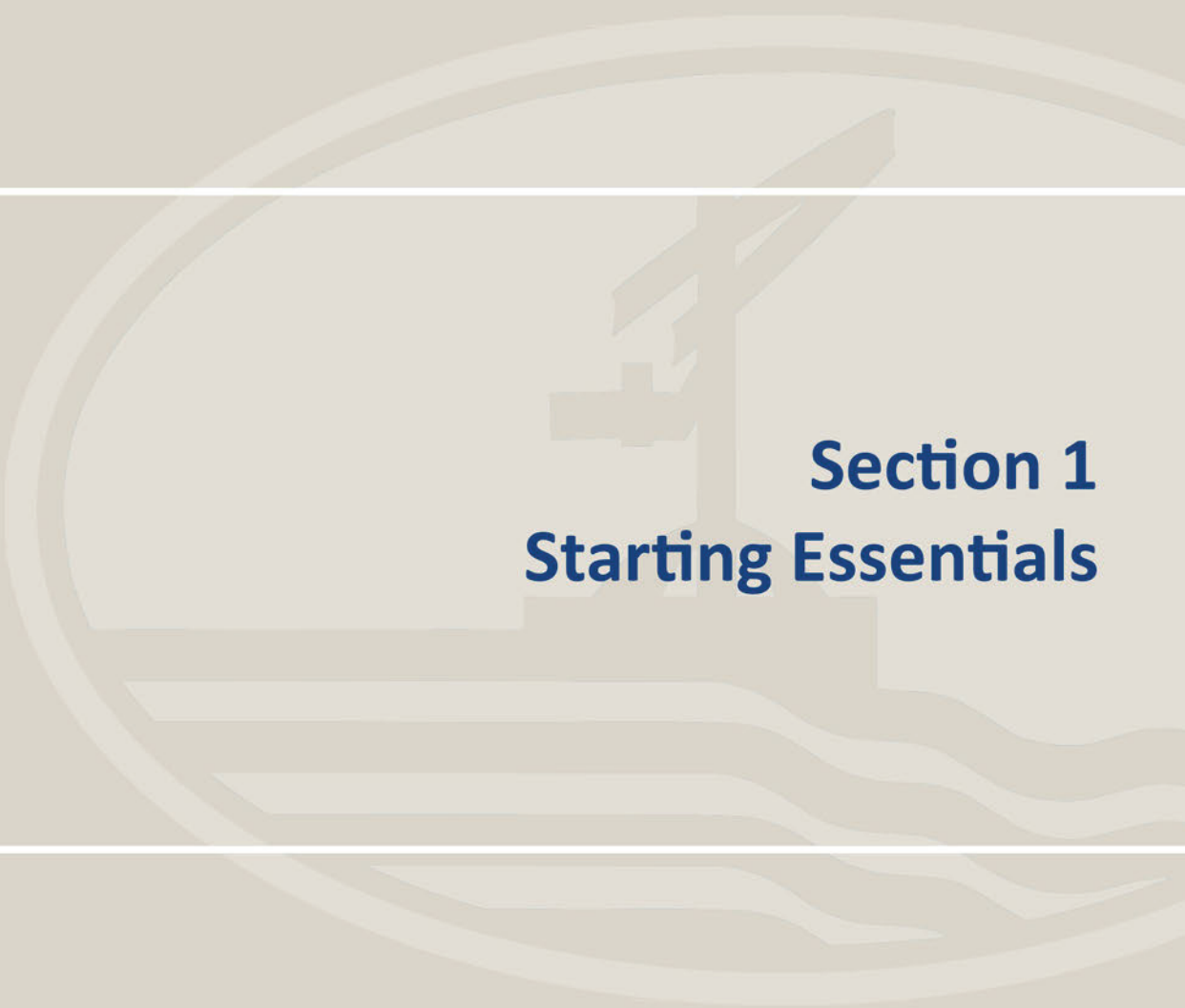
Security Codes, Surface Parking, Garage Parking, Main Foyer	2-01
Other Resident Entries, Club Room/Package Room, Elevator Lobby	2-02
Elevator, Fitness Center, Service Area/Trash Room/Trash Chute	2-02
Pets/Dog Walk, Stairwells, Common Area Cleaning, Balcony Decks	2-03
Fitness Center Guidelines	2-04

SECTION 3 – EMERGENCY PROCEDURES

In Case of Fire	3-01
In Case of Severe Thunderstorm or Tornado	3-02

SECTION 4 – CONDOMINIUM ASSOCIATION

Condominium Association By-Laws	4-01 – 4-43
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Section 1

Starting Essentials



Wharf Partners, LLC



UTILITY & SERVICE PROVIDER FAQs

Who Is My Water and Sewer Provider?

The City of South Bend is the building's water/sewer provider. Presently all water/sewer service is not separately metered and is paid for by your COA fees. This may be subject to change for usage-metering based on future COA decisions. There is no need to call the Water Dept. to set-up an account on move-in.

Who Is My Electric Provider?

Indiana Michigan Power Company is the building's electrical provider. Each residence is separately metered, and the homeowner is responsible for all deposits and monthly service fees. At least fifteen (15) days before closing, contact <https://www.indianamichiganpower.com/> or call 1-800-311-4634 and request transfer of service.

Who Is My Natural Gas Provider?

Northern Indiana Public Service Co. (NIPSCO) is the building's natural gas provider. Each residence is separately metered, and the homeowner is responsible for all deposits and monthly service fees. At least fifteen (15) days before closing, contact <https://www.nipSCO.com/> or call 1-800-464-7726 and request transfer of service.

Who Are My Phone/Internet/TM-Media Providers?

SEE THE ATTACHED INTERNET, PHONE & MEDIA FAQs BULLETIN for more information about these choices.

What About Trash Service?

Trash Service is Provided by The COA – Residents are responsible to dispose of their trash via the chute provided on each floor. **All trash dumped in the hopper must be bagged!!** To release and open the hopper door, press the red button and twist the handle, closing when done. Please keep the trash chute area clean! Large rubbish items can be directly deposited in the shared trash hopper in the first-floor service bay. Please do not leave items outside of the hopper!

Who Services My Water Softener/Conditioner?

Aqua Systems of South Bend is under contract with the COA to provide a quarterly salt replenishment service and system-checks for all residents. You will receive advance notice of upcoming service dates and must provide unobstructed access to your mechanical room. Each resident owns their respective water conditioning equipment and is responsible for any non-warranty repairs or replacement.

Who Cleans The Exterior Windows?

The COA has a semi-annual contract for outside window cleaning as a part of your COA fees. Residents are responsible for any inside cleaning of their windows.

Who Services My Mechanical/Electrical Equipment?

Each Resident Owns And is Responsible For All Utility Equipment Inside Their Unit – The COA maintains common areas only. Residents must change their own light bulbs, furnace filters, water filters, and the like, and are responsible for all repair or replacement of out-of-warranty items including interior finishes, shades, electrical fixtures, plumbing fixtures, and appliances. Refer to the O&M manuals and warranties provided to you at the time of unit turnover. If you need repairs after warranty, or seek advice on who to call, **call Property Manager Panzica Building Corporation at 574-234-0124.**



INTERNET, PHONE & MEDIA FAQs

Three Twenty at The Cascade was planned with the best internet and media/communications technology available, offering our residents superior connectivity and a variety of provider choices. This bulletin explains various resident options.

Who Is My Internet Service Provider (ISP)?

The building is served by **ChoiceLight** fiber (formerly MetroNet). ChoiceLight (<https://choicelight.org/>) is a local public-private, redundant ring network of “dark” fiber-optic cable extending more than 200 miles with subscribers including the most important commercial, education, medical and governmental facilities in the region.

Our chosen service to “light” the ChoiceLight network fiber is **Interlink Group** (<https://il2k.net/>), a regional internet provider with its headquarters and Network Operations Center just blocks away in downtown South Bend. Interlink Group offers 24/7 technical support. **For initial internet setup, information, or support call Interlink Group at 574-534-1000.**

Included in your COA fee is up to 1 Gigabit internet bandwidth brought into the Structured Media Panel (SMP) of your unit via Cat6 cable in a conduit from the building’s first floor shared network panel. Cat 5e cable runs from the SMP to designated media locations inside your residence for streaming TV. A main TV location in each unit also has RG 56 coax.

You have multiple choices for media entertainment, but you DO NOT need to purchase internet service from another provider—you already have that through the COA!

What Are My Media/Phone/Entertainment Provider Options?

Three Twenty at The Cascade residents have multiple media/entertainment options. You may opt to use an indoor antenna for free broadcast TV (most local broadcast antennas are visible from the building). You also have the ability to stream entertainment to your TVs with self-managed set-top or built-in Smart TV boxes such as Apple TV, Amazon Fire, Google Chromecast or Roku, giving you access to popular subscription services such as Amazon Prime, Hulu, Netflix, Sling TV, Philo, YouTube et al. A more conventional “cable TV experience” can come from one of our preferred providers below:

Interlink Group offers all residents a streaming TV service comparable to Comcast and other national cable providers. Information about their “no-contract” monthly plans and channel offerings is attached to this bulletin (may be subject to change) or call 574-534-1000. This media service is contracted and paid for by the resident. *You already have their internet.*

AT&T has fiber service to the building and offers AT&T TV, a service including live local TV, phone, entertainment apps, streaming and on-demand options formerly known as “U-verse TV”. For information about plans and packages, go to <https://www.att.com/tv/> or call/visit a local AT&T Store such as 54600 Ironwood Rd, South Bend, 574-222-1788. This media service is contracted and paid for by the resident. *You do not need to buy their internet service!*

Comcast/Xfinity has coax service to the building. Run into each residence is an RG 59 coaxial cable to support Xfinity TV/phone service. A single RG 59 run is made from to the anticipated main media location in each residence. From this location Xfinity can provide wireless service to multiple TVs throughout your residence. For more information go to <https://www.xfinity.com/learn/digital-cable-tv> or call/visit a local Infinity Store such as 221 S. William St. South Bend 574-213-1040. This media service is contracted and paid for by the resident. *You do not need to buy their internet service!*

What If I Want Satellite TV?

Satellite is NOT an option as the building has no common satellite dish and individual antennas are not allowed.



Get Up to 100x Faster Speeds with Interlink Gigabit Fiber Internet

Interlink services are delivered through a High-Availability 10Gbps redundant fiber ring offering the fastest and most reliable service available!

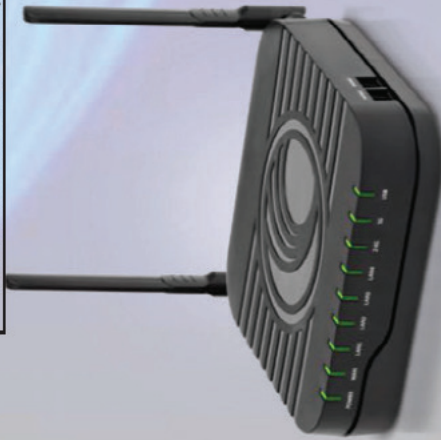
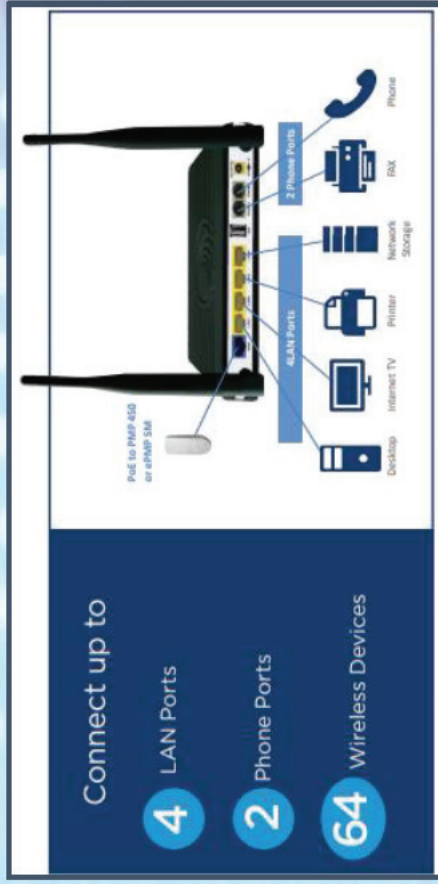
All Interlink Internet service plans provide symmetric upload and download speeds with no data limits! In comparison, Comcast/Xfinity has significantly slower upload speeds and is capped with a 1TB data plan limit: <https://dataplan.xfinity.com/faq/>

Voice (VoIP with unlimited long distance in the continental US) and Fiber TV services are available as double-play or triple-play add-ons.

Interlink Group is a South Bend, Indiana based business with simple pricing!

MDU Monthly Service Schedule		
Service Description	Monthly	Setup
1Gbps Internet for 17 Units includes 1Gbps Internet on a 10Gbps ring 24x7 support for up to 17 units Pricing contingent on a 3yr contract Internet routers sold separately	\$ 995.00	\$1,750.00

	Monthly
Voice (VoIP) Add-on	\$ 12.95
Bulk Fiber TV Add-on	\$ 44.95
Cambium R201P Add-on	\$ 9.95
Roku Ultra Add-on	\$ 9.95



Interlink recommends the Cambium R201W cnPilot cloud managed Home Wi-Fi Broadband Router as an cost effective yet reliable wireless router supporting 2x2 MIMO 802.11AC: [Available for purchase through Interlink](#) or [Amazon](#) at \$120.00/ea or as a managed lease add-on.

Fiber TV Service Add-On



Don't miss local sports and programming with the big 4 local affiliates included: ABC, NBC, CBS, and FOX!

We guarantee picture quality because we deliver through Interlink's High-Speed business class fiber service!

Comprehensive Premium Channel line-up available!

Simple monthly price with No Hidden Fees! Compare to Comcast, DirectTV, and Dish Network's \$20-\$30 in hidden fees!

Includes 3 devices/rooms with HD, DVR and Catch-Up with every subscription! Add more devices if needed.

Bulk pricing available for Condominium Associations, Town Homes, Apartments, or Building Owners assumes a 75% MDU [Multi-Dwelling Unit] service attachment rate.

Watch TV via a Roku device*. (Android and Apple TV coming soon.) Roku sold separately or provided on an equipment lease.

** For the best HD experience, Roku must have a Quad Core processor. Roku 4, Premier, Premier+, Ultra, Stick and Stick+ are all Quad Core but only hard wired devices are considered "Supported".*

Television Channel Line up

Ch	Price	Bulk \$44.95	Advanced \$ 89.95	Ultimate \$ 99.95
Local Channels				
	Local ABC (WBND)	X	X	X
	Local CBS (WWSBT)	X	X	X
	Local Fox (WSJV)	X	X	X
	Local NBC (WNDU)	X	X	X
National Channels				
265	AE	X	X	X
254	AMC	X	X	X
282	Animal Planet	X	X	X
243	BBC America			X
347	Bloomberg	X	X	X
237	Bravo	X	X	X
21	BYU TV	X	X	X
296	Cartoon Network			X
221	CBS Sports		X	X
327	CMT	X	X	X
355	CNBC	X	X	X
202	CNN	X	X	X
250	Comedy Central		X	X
232	Cooking			X
350	C-SPAN	X	X	X
286	Destination America			X
278	Discovery	X	X	X
279	Discovery Family			X
290	Disney	X	X	X
291	Disney Jr.	X	X	X
292	Disney XD	X	X	X
230	DIY			X
206	ESPN	X	X	X
209	ESPN2	X	X	X
208	ESPN News	X	X	X
207	ESPN U	X	X	X
231	Food	X	X	X
349	Fox Business	X	X	X
348	Fox news	X	X	X
311	Freeform	X	X	X
213	Fox Sports 1	X	X	X
214	Fox Sports 2			X
248	FX	X	X	X
249	FX	X	X	X
326	GAC	X	X	X
233	GSN			X
312	Hallmark	X	X	X
229	HGTV	X	X	X
269	History	X	X	X
204	HLN			X
252	Lifetime	X	X	X
253	LMN	X	X	X

National Channels (cont.)				
Ch	Description	Bulk	Advanced	Ultimate
212	MLB	X	X	X
257	Movies			
356	MSNBC	X	X	X
331	MTV	X	X	X
332	MTV Live	X	X	X
275	Nat Geo	X		X
276	Nat Geo Wild			X
220	NBC Sports	X		X
211	NFL			X
299	Nick			X
281	OWN			X
251	Oxygen	X	X	X
222	PAC-12	X	X	X
241	Paramount Network	X	X	X
274	QVC	X	X	X
354	RFD TV	X	X	X
219	AT&T Sportsnet			X
284	Science	X		X
223	SEC			X
357	Smithsonian	X	X	X
244	Syfy	X	X	X
247	TBS	X	X	X
256	TCM	X		X
280	TLC	X	X	X
245	TNT	X	X	X
277	Travel	X	X	X
246	Tru TV	X	X	X
304	TV Land	X	X	X
358	TWC	X	X	X
242	USA	X	X	X
335	VH1	X	X	X
270	Viceland	X	X	X
201	WGN	X	X	X

Features			
DVR	Bulk	Advanced	Ultimate
Live Catchup	X	X	X

Premium Channel Add-ons		Price
HBO, HBO2, HBO Signature, HBO Family		\$ 19.99
Cinemax, MoreMax, ActionMax		\$ 9.99
Starz, Starz Cinema, Starz In Black, Starz STZ Edge, Starz Kids & Family, Starz Comedy		\$ 8.99
Encore, Encore Classic, Encore Westerns, Encore Black, Suspense, Action, Family		\$ 8.99
Starz+Encore Channels		\$ 12.95
Showtime, Showtime2, Showcase, Extreme, ShBeyond, ShoNext, ShoWomen		\$ 12.99



BUILDING SERVICE & AMENITY FAQs

How Do I Gain After Hours Building Access?

Residents may access the building after-hours by using your key-fob/key-card or number-entering code-access via the parking ramp or any of the entrance doors with a **DMX System** card-reader/keypad. These include the Elevator Lobby, the WEST Stairwell (aka the “Smart” stairwell), the Garage Ramp entries, the lower-level Elevator Lobby, and (possibly at a future time) the Elevator. If you wish to offer entry to a guest who does not have a key-fob or card, you may give them a code. Key code policies are still being worked-out and will be discussed and decided through the COA. While still in construction mode not all access points are in locked condition, however upon transition residents will be restricted to their respective floor and garage level/ first-floor/second-floor common areas. Note that the EAST Stairwell (aka the “Dumb” stairwell) has no card readers and once entering that stairwell the only egress will be at the main first floor level. The WEST stairwell will allow egress onto your floor and common area floors.

How Do My Guests Gain Access?

Residents or their guests may access the building’s main front door after-hours by using a code or phone swipe for the **ButterflyMX (“BMX”)** video access control system. See the attached Resident Bulletin on BMX use and operation. **If you have a question or wish to have a change in BMX credentials, contact Panzica Building Corporation at 574-234-0124.**

What About Mail/Package Deliveries?

US Mail is delivered to the mail collection station in the Elevator Lobby. The Club Room is set-up to serve as a package room for Amazon/FedEX/UPS, etc. by means of the BMX package panel that opens the room and notifies the resident of a delivery. Residents may enter the Club Room at any time using the same BMX phone app or access code used for the Front Door BMX.

What is The Purpose of The Club Room?

The Club Room’s primary purpose is for meetings of the COA, and alternatively for use by residents at any time (on a first-come, first-served basis) as a private conference room. When using the room please be considerate of other residents and clean-up after yourself. The room also serves as the Package Room, so residents may access the room at any time to retrieve packages. Further policies will be determined by the COA.

How About The Fitness Center?

Three Twenty at The Cascade offers the amenity of a small Fitness Center located off the Elevator Lobby, accessible by code only. It is equipped with several pieces of commercial-grade fitness equipment. The room is equipped with WiFi, and the pieces of equipment have holders for your smartphone or tablet, so residents may self-provide the streaming workout or entertainment media of their choice. **Anyone using the Fitness Center and equipment must FIRST sign and return the attached WAIVER AND RELEASE OF LIABILITY FORM to access the room.** Please follow all posted rules, wipe and sanitize equipment before and after use, be considerate of other residents using the space and clean-up after yourself.

Where Do I Put My Bike?

There are areas in the garage designated for bicycle storage. Depending on the number of bikes, racks may be coming.



WAIVER AND RELEASE OF LIABILITY

NOTE: This form must be read and signed before the undersigned ("Participant") is authorized and permitted to use the Fitness Center at **Three Twenty at The Cascade Condominiums**. By signing this **WAIVER AND RELEASE OF LIABILITY**, the undersigned Participant hereby affirms fully reading, understanding and agreeing with its contents.

I ACKNOWLEDGE THAT I RISK BODILY INJURY, PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH IN USING THE FITNESS CENTER, AND WHILE PARTICULAR RULES, EQUIPMENT, TRAINING OR DISCIPLINE MAY REDUCE SUCH, THE RISK OF INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY;

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK; BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE FOLLOWING RELEASEES OR OTHERS;

I willingly agree to comply with the stated and customary terms and conditions for participation and to observe and comply with any posted notices and all equipment instruction labels. If, however, I observe any unusual or unnecessary hazard during my presence or participation, I will immediately bring such to the attention of parties responsible for building management in writing;

I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, do hereby release, hold harmless and promise not to sue **Three Twenty at The Cascade Condominium Owner's Association, Inc.**, and/or **Wharf Partners, LLC**, and/or **320-2 LLC**, and/or **Panzica Building Corporation**, and/or **Earth Designs Real Estate, LLC** and/or their respective partners, officers, members, volunteers, staff, sponsors, contractors or authorized agents ("Releasees") with respect to any and all injury or loss to me or to others arising from my use of the Fitness Center space and associated fitness equipment, whether caused by the negligence of the Releasees or otherwise, except for that which is the direct result of gross negligence or willful misconduct, to the fullest extent permitted by law;

This **WAIVER AND RELEASE OF LIABILITY** shall remain valid until it is expressly revoked by the undersigned's cessation of Fitness Center use and written notice of such from the undersigned to **Three Twenty at The Cascade Condominium Owner's Association, Inc.**, provided however that any such revocation shall not in any manner affect the waiver and release of liability given hereunder for any acts or occurrences prior to the receipt of said written notice by **Three Twenty at The Cascade Condominium Owner's Association, Inc.**;

I have thoroughly read this WAIVER AND RELEASE OF LIABILITY, I fully understand its terms and that I am giving-up substantial legal rights by signing it, and I sign it freely and voluntarily without any inducement. I further agree if any portion of this document is held invalid, the remainder shall continue in full legal force and effect.

(Print Name): _____, "Participant"

Signature: _____ Date: _____

Witness: _____ Date: _____

ButterflyMX Tenant User Guide



The **smart** intercom

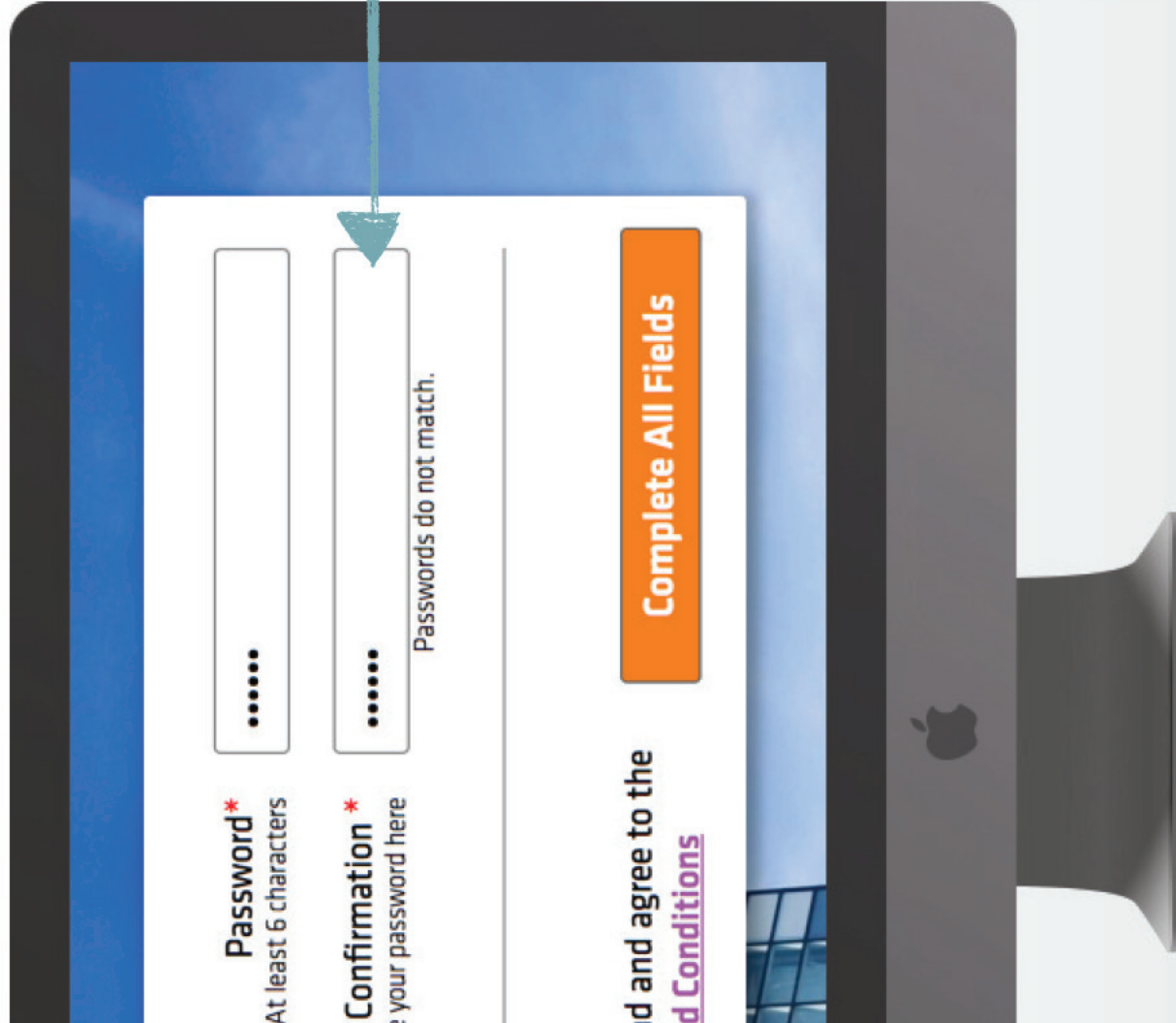


Welcome to ButterflyMX!

Before using the service, you need to finish your registration.

You should have received an email from ButterflyMX recently. Your account registration process will take place from this email.

If you have not received this registration email, please contact your property management or our support team at support@butterflymx.com.



Password*
At least 6 characters

Confirmation*
Repeat your password here

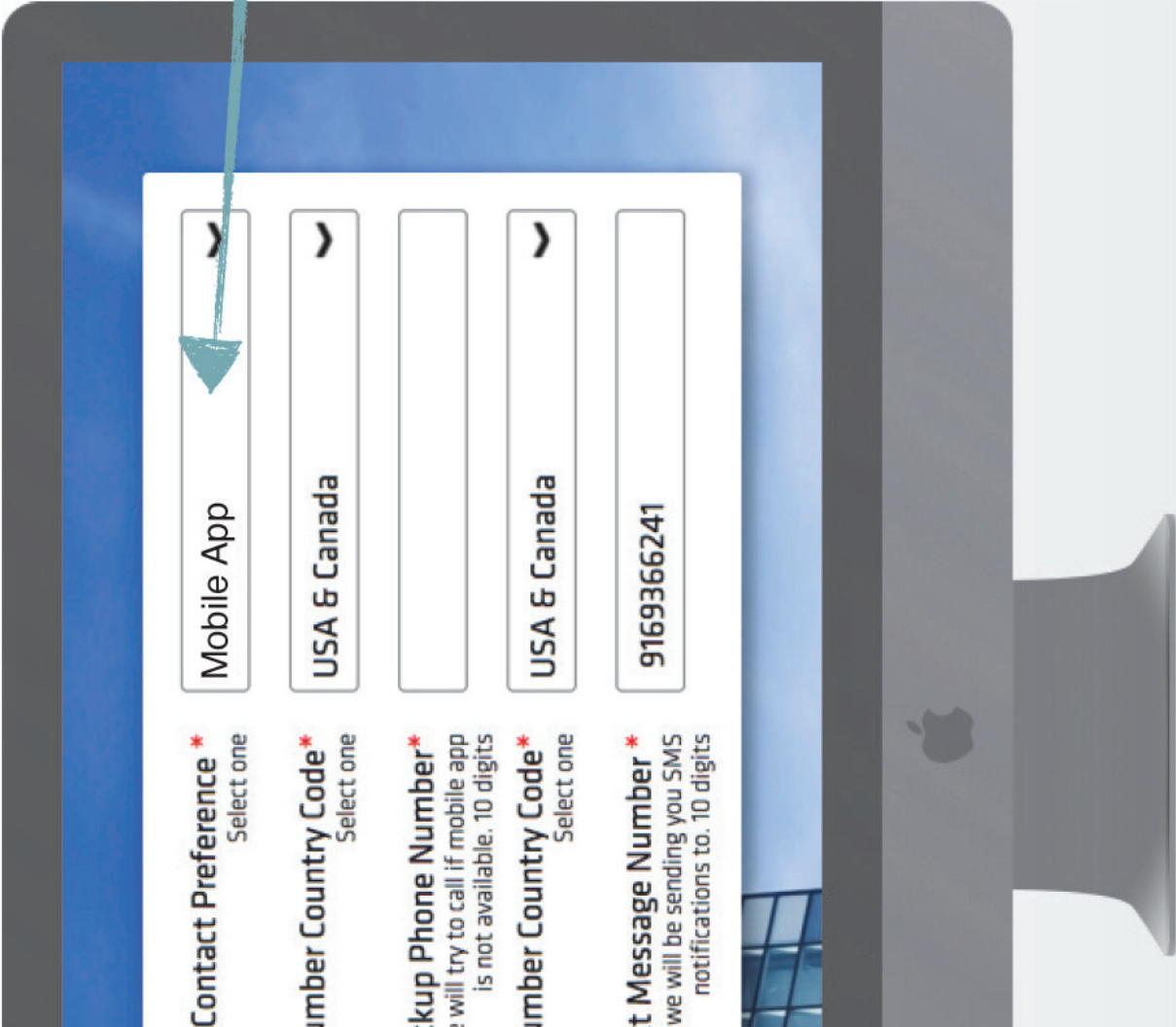
Passwords do not match.

Complete All Fields

Choose a Password

After pressing the “Set Up Account” button in the registration email, you will be asked to create a password.

After setting up a password, choose how you'd like to be notified of visitors.



Contact Preference * Select one	☐ Mobile App
Number Country Code * Select one	☐ USA & Canada
Backup Phone Number * We will try to call if mobile app is not available. 10 digits	<input type="text"/>
Number Country Code * Select one	☐ USA & Canada
Text Message Number * We will be sending you SMS notifications to. 10 digits	<input type="text" value="9169366241"/>

Option 1: Mobile App

Calls will come through the mobile app as a video call and the door can be opened from the app. If the call is missed through the app, it will rollover as a phone call to the backup phone number given.

Option 2: Phone Calls

Calls from the intercom will come in as a regular phone call and, after accepting the call, the door can be opened by dialing "9".

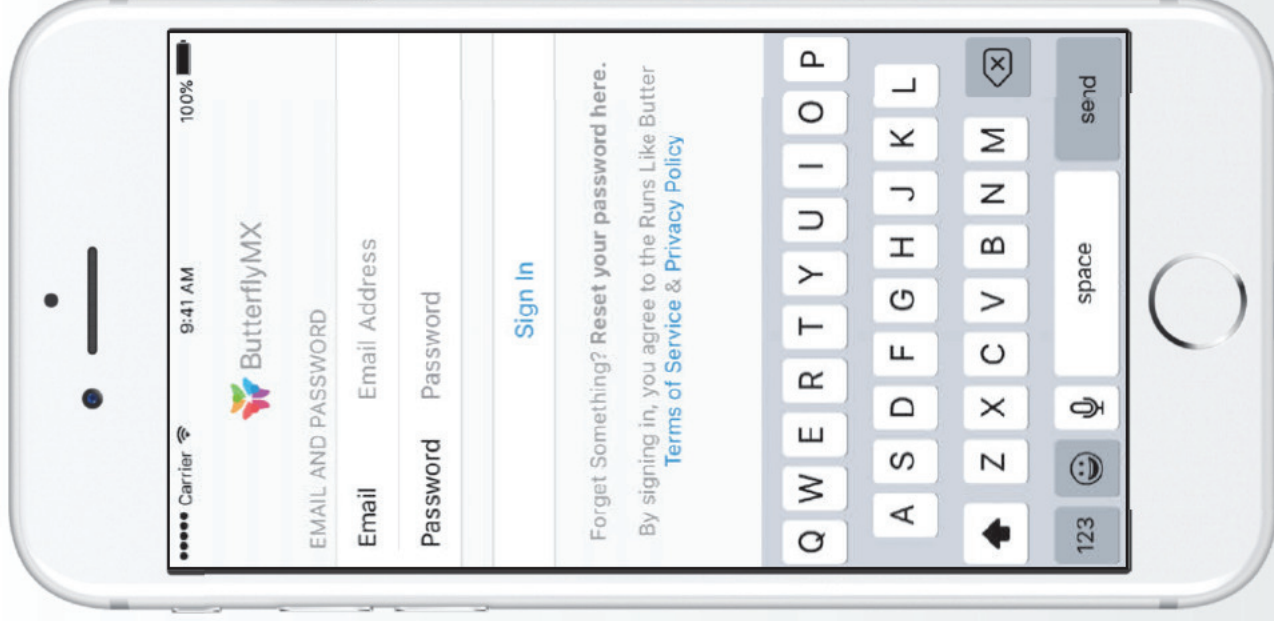
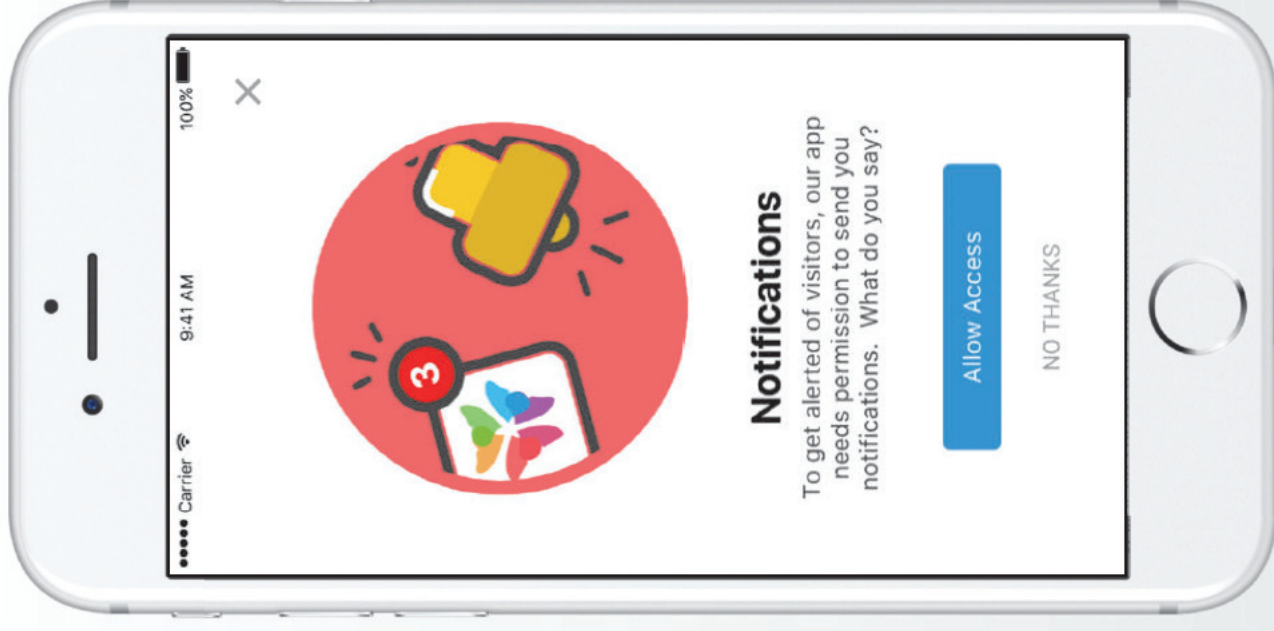
Now that you are registered...

Download the mobile app from the Apple App or Google Play store and sign in with the email and password that you created earlier.

The app will prompt you to enable notifications and access to your phone's Camera and Microphone. Don't worry, no visitor will be able to see or hear you without you granting that during the call.

Web Account:

To sign in on a web browser please go to www.butterflymx.com and click on "LOGIN" you will then proceed to enter in your email and password.

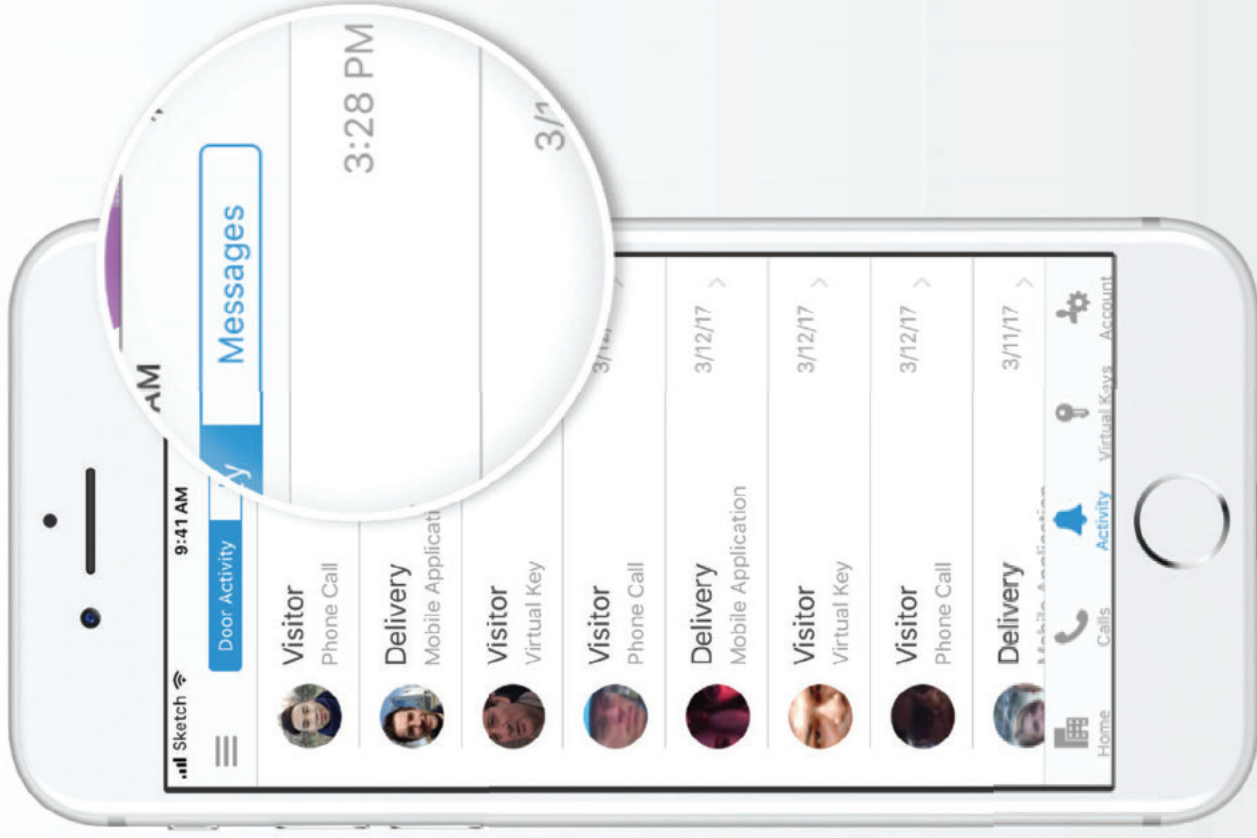


Now that you've signed into the app, here are notable features to check out on the next few screens...

"Swipe to Open" Your Door

Open the door from the app without even receiving a call!

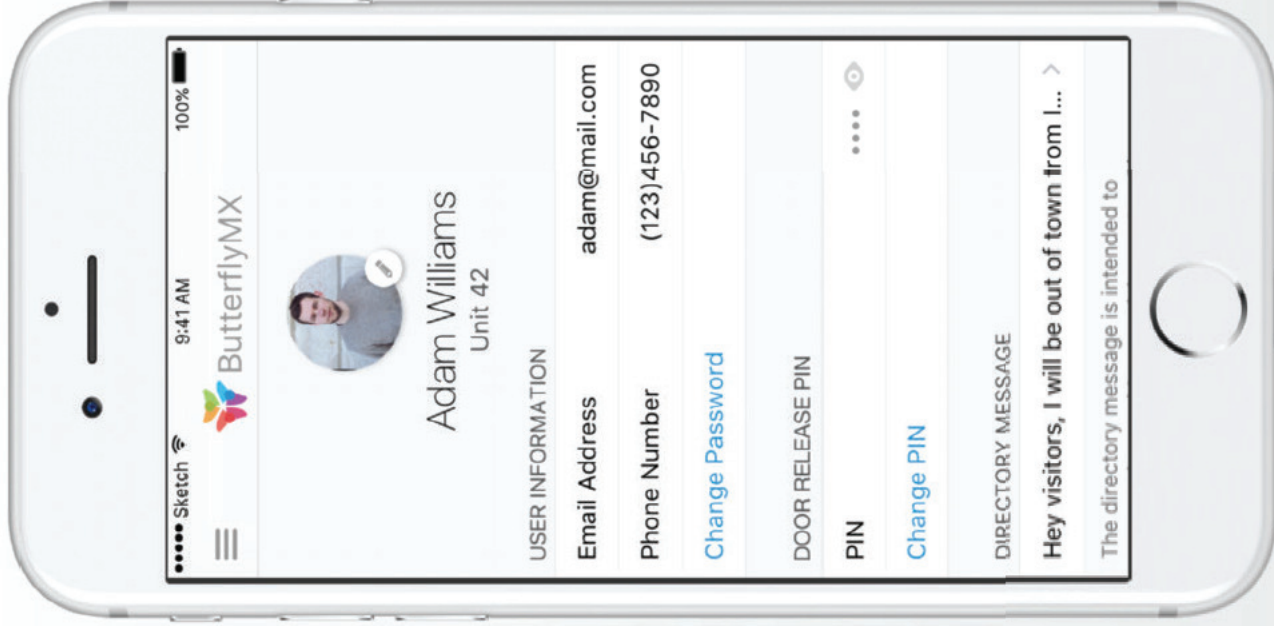
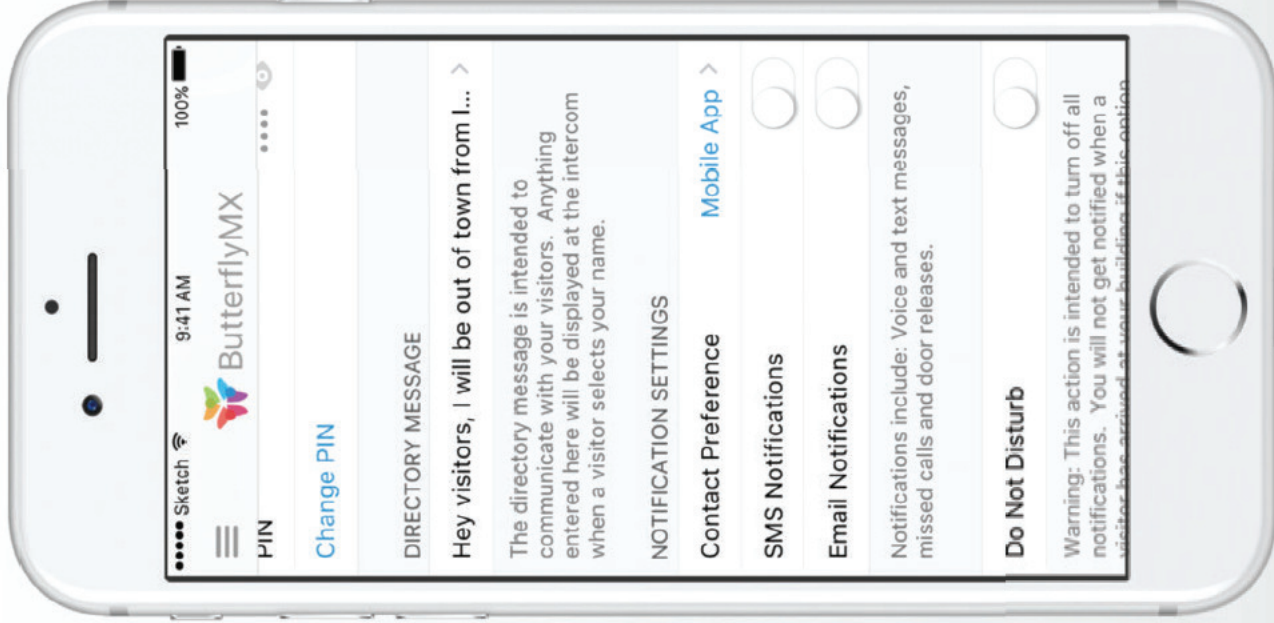




Activity Tracking

Get a comprehensive list of the visitors and deliveries you have received.

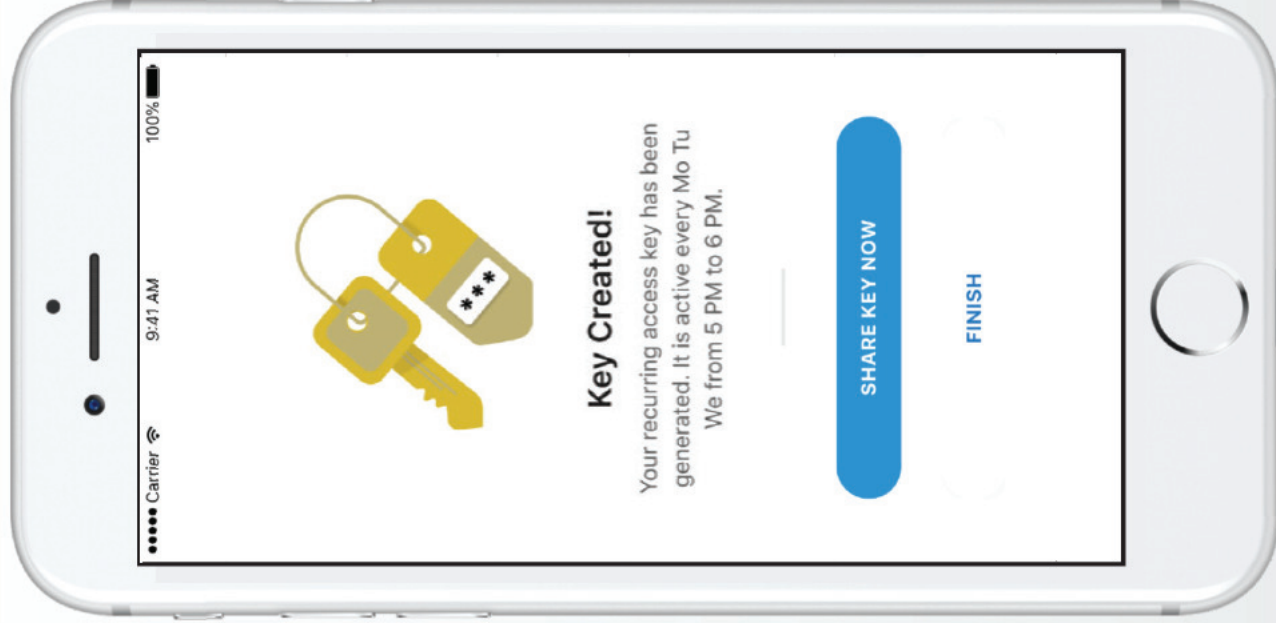
Also, if a visitor comes while you are gone, you can find any voice or text message left to you in this activity section of the app.



Account Page

Update your profile information, pin code, directory messages and more.

Also, your notification settings can be changed here.



Virtual Keys

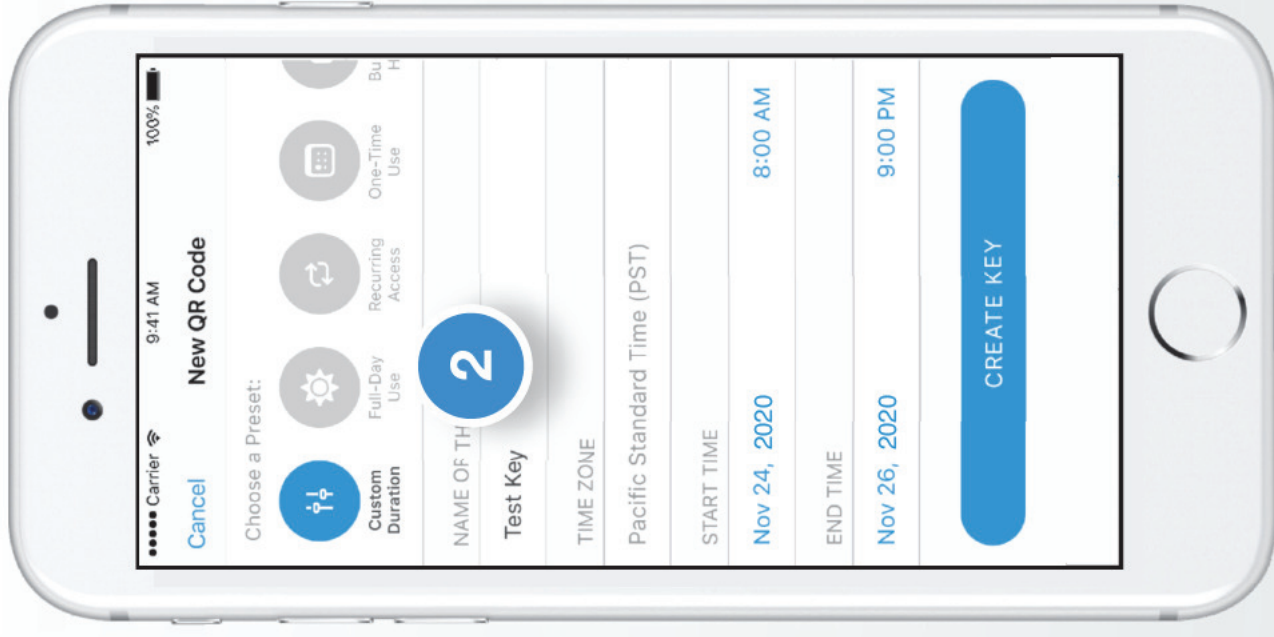
If enabled by your property, virtual keys allow you to send access to the building with restricted times for visitors or service personnel without having to receive a call.

View how to create a virtual key on the next page.

How to Create a Virtual Key:

1. Press on the key icon in the mobile app. (1a) Find the “+” icon at the top of the screen. (1b)
2. Create a title for the key, set the dates and time duration. To set up a recurring Virtual Keys choose the preset called “Recurring Access”.

(Steps 3-5 on following page)



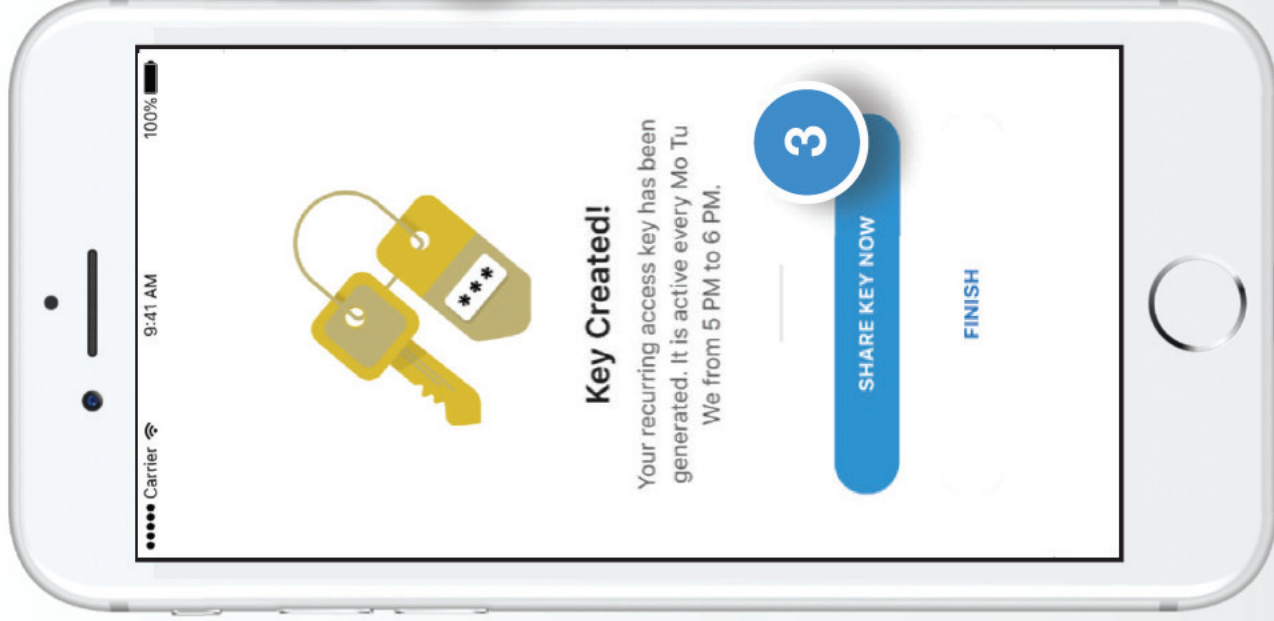
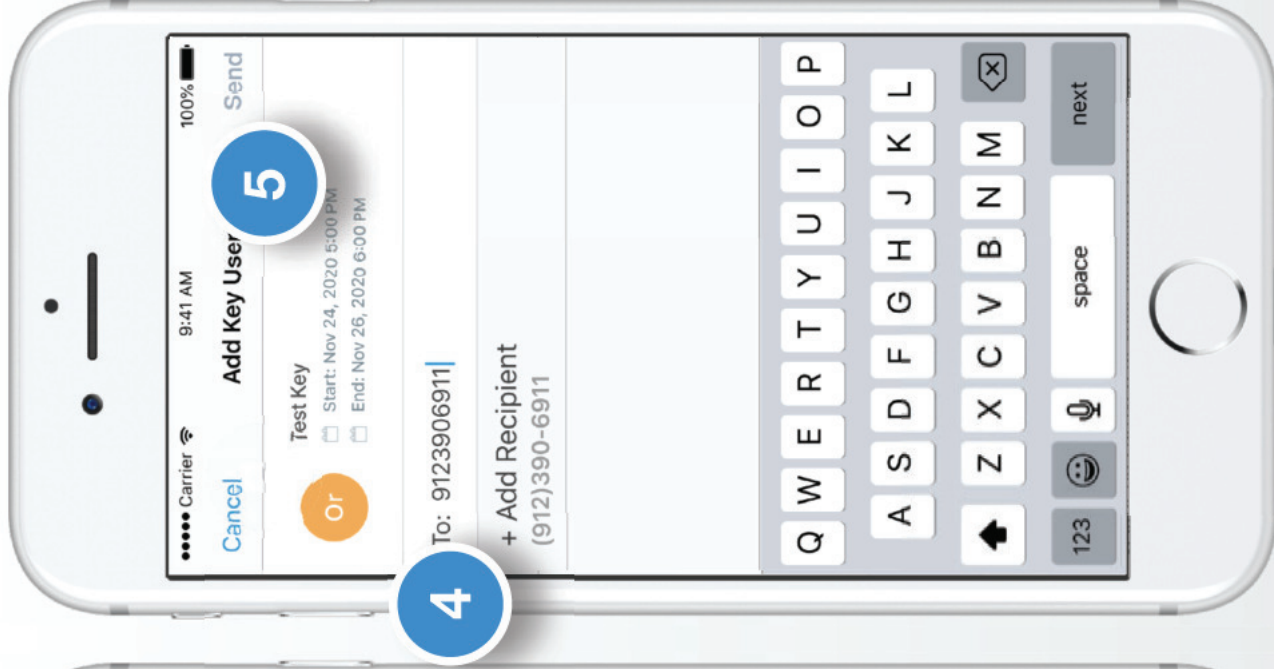
How to Create a Virtual Key:

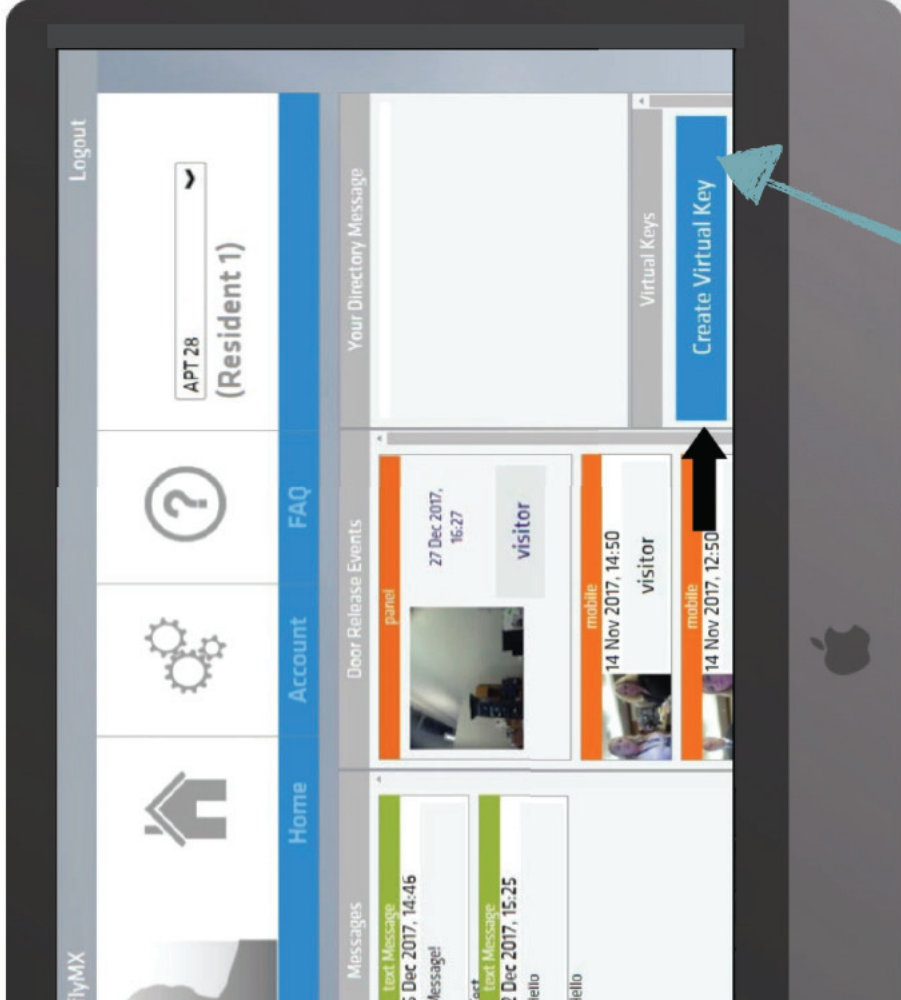
(Steps 1-2 on previous page)

3. Review your Virtual Key details and click SHARE KEY.

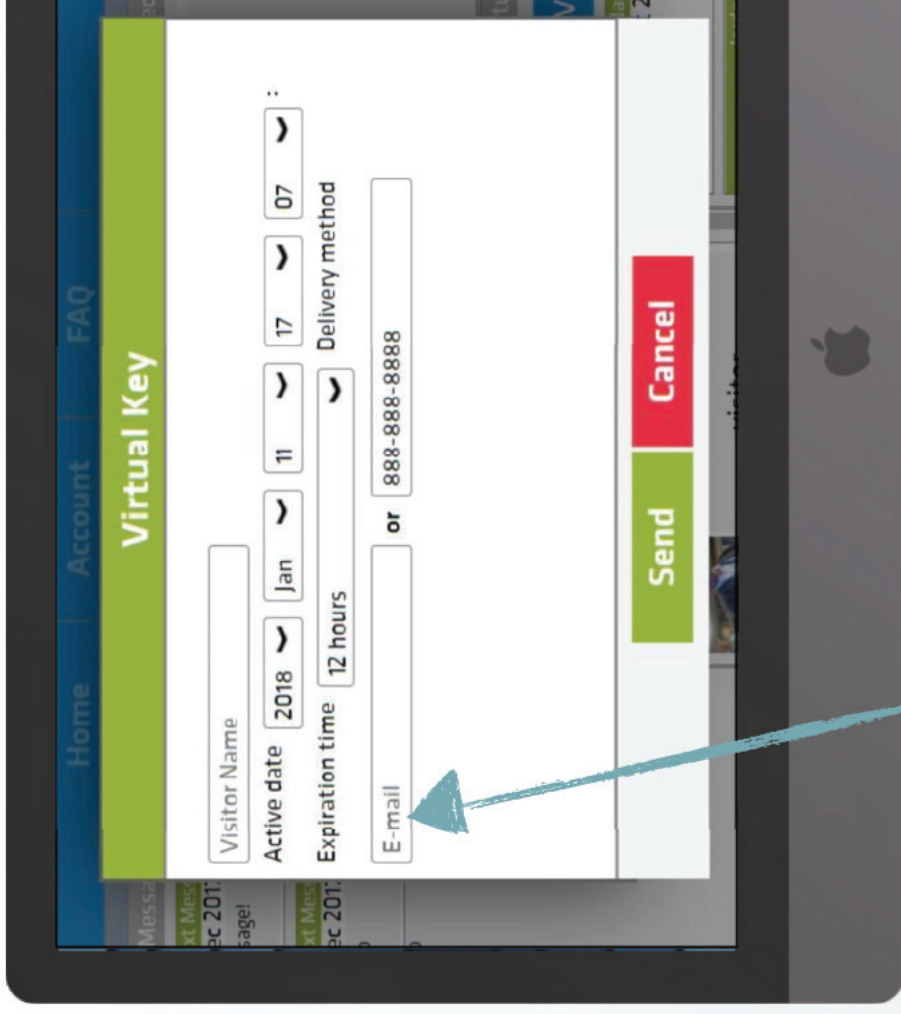
4. Enter in the recipient's SMS phone number or email.

5. The recipient will receive a QR Code that they will hold up to the intercom camera to access the building.





- To create a virtual key online, login at www.butterflymx.com.
- Select "Create Virtual Key" as shown above.

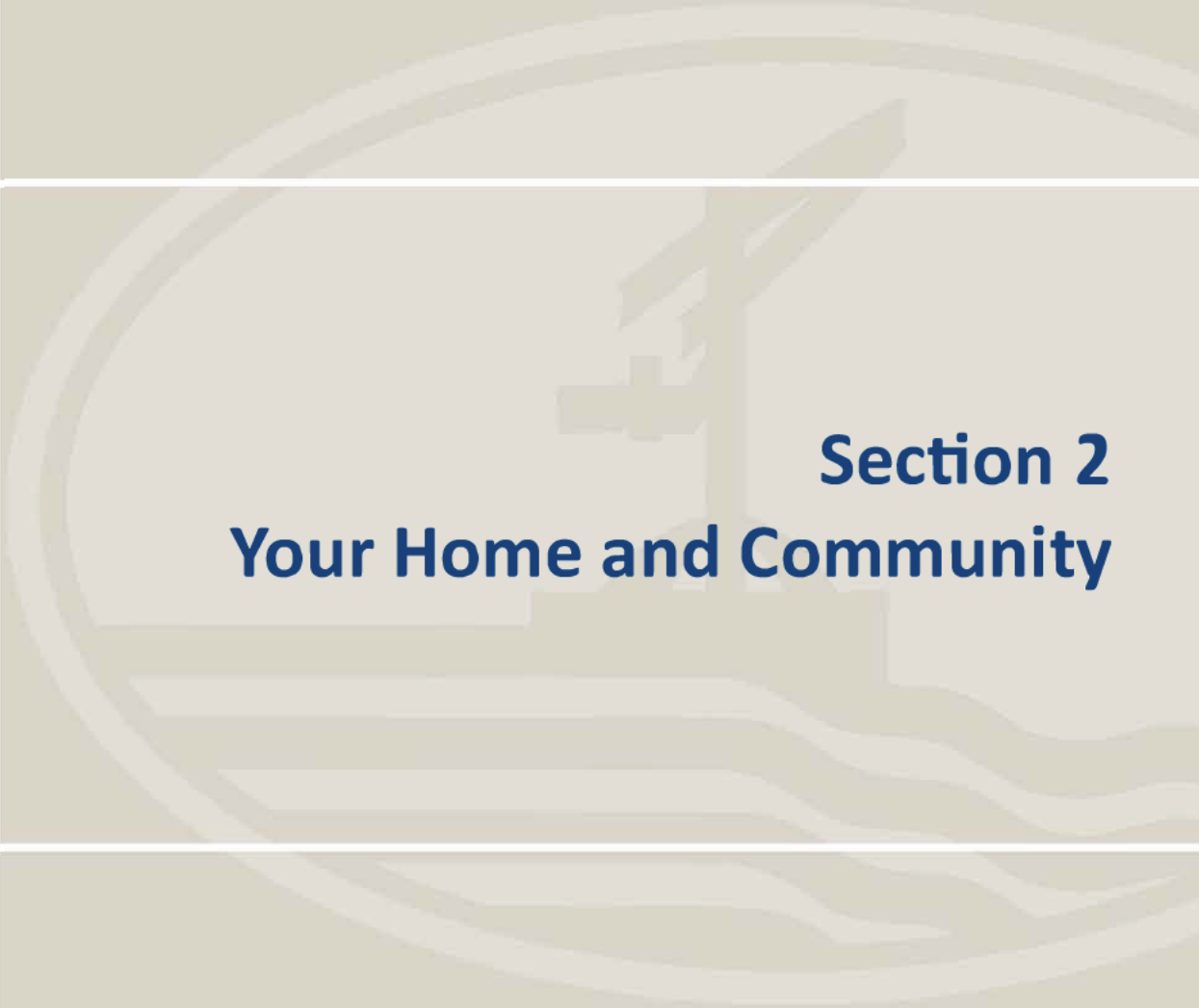


- From here enter the name of the Visitor Name, Active Date and Expiration Time.
- The virtual key can be sent either by email or by text through the SMS Number.



ButterflyMX Tenant User Guide

The **smart** intercom



Section 2

Your Home and Community



Wharf Partners, LLC



YOUR HOME AND COMMUNITY

Three Twenty at the Cascade is a premier though modest-sized community of residents offering many amenities of a large city condominium complex at a scale sensible for our size. Not having a full-time concierge or service staff, the building employs state-of-the art technologies providing suitable security and services that are automated and self-managed to the greatest extent feasible. As this is our common home and a shared investment, all residents are co-stewards of the property, assuming responsibilities to one another to help keep the premises pleasant, clean, and secure. Your adherence to these RESIDENT MANUAL guidelines will be appreciated by your neighbors and vice versa.

Security Codes

Door and gate codes are the building's first level of security and may be changed periodically (with notice given to all residents) at the discretion of the Property Manager. For the security of all, residents should use discretion in sharing security codes with persons outside their household. Such should be on an "as-needed" basis. The BMX system app allows residents to issue "Virtual Keys" granting front door access for service people within specific windows of time.

Surface Parking

The surface parking lot is public parking shared by the entire Cascade development. The first row of parking stalls along the curb at the front of the building (except for the two ADA accessible spaces) are prioritized for use of *Three Twenty at The Cascade* residents and their visitors.

Garage Parking

The underground garage is entered from a heated, gated ramp NW of the building. Use of the garage and assigned parking stalls is restricted to residents and Wharf Partners' rental guests, though temporary courtesy arrangements may be made through building management for special short-term accommodations such as vehicle loading/unloading. The ramp entry gate is access controlled and requires a FOB or keypad code to open. (the exit gate is sensor-controlled). The glassed-in garage level elevator also requires a FOB or keypad code for entry. Some points on garage operation:

- The maximum clearance height for any vehicle entering the garage is 96"
- Lifting the incoming ramp gate also opens the overhead garage door, which remains open approx. 40 sec.
- Do not proceed through any gate until it is fully raised—doing so may cause damage to the gate
- On exiting the garage, always wait for GREEN LEDs to light on the right side of the door before proceeding
- Incoming vehicles on the ramp should yield to exiting vehicles
- For the security of yourself and fellow residents, on entering the garage pull your vehicle clear of the exit sensor beam and wait until the door fully closes to ensure no unauthorized person has followed you in
- Adjacent to the overhead door is a door that opens with a FOB for pedestrian/bicycle garage access
- The Garage Elevator Lobby has a small trash can for the convenience of residents that is emptied every several days—please refrain from placing uneaten food items or trash bags in or next to this container—such should be taken up to the Trash Room and deposited directly in the dumpster.

Main Foyer

The Main Foyer, highlighted by the original "Resonant Waves" ceiling sculpture evoking the river's whitewater cascade, is entered by means of a Butterfly BMX kiosk offering time-controlled access. Residents may unlock the BMX with a swipe on the Butterfly phone app or by entering your unit number and user-defined (through the app) PIN. Your guests can contact you by audio or video through the kiosk directory and you can "swipe" them in from your phone or other

- To use the trash chute, press the red button on the door—this unlocks the chute for your floor only
- All items dropped into the chute must be bagged in max. 13-gallon plastic bags
- Trash bags should be securely tied to prevent liquids from spilling into the chute
- Please help keep the chute alcove tidy
- Large or odd-shaped items can become lodged in the trash chute, potentially damaging the chute
- If the chute becomes clogged, please notify the Property Manager immediately
- Chute damage will incur repair charges to the responsible resident, or to all residents through the COA
- Large or odd-shaped items should be taken directly to the Trash Room and deposited in the dumpster
- If the trash chute develops a chronic odor, notify the Property Manager so it can be flushed and sanitized
- Contact the Property Manager for disposal of items (furniture, rugs, etc.) too large for a dumpster. Removal of such items may incur extra charges to the resident.

Pets/Dog Walk

Small pets are allowed with condominium dwellings, provided such do not create a nuisance to the community. A building amenity is the exterior Dog Walk at the Second Level Sky Lobby. This area includes a specially designed K-9 Grass pad for relief of your pet, with facilities for you to clean-up afterward. Please follow these simple pet guidelines:

- **Please do not throw cat litter bags down the trash chute**—they can burst open creating an unsanitary mess
- Cat litter should be bagged and placed directly in a dumpster in the Trash Room
- Unsupervised children are not allowed out on the Dog Walk—it is an elevated area posing hazards to children
- Stay with your pet while out on the dog walk—it is an elevated area posing hazards to an unsupervised pet
- Pet waste should be removed by the pet owner, placed into a disposal bag provided, sealed, and deposited in the outside waste container provided—**Please do not toss pet waste bags down the trash chute!**
- After bagging any solid waste, using the hose provided thoroughly rinse-down the K-9 Grass pad where your pet has soiled it—this will flush liquids into a drain below and help keep the pad fresh and hygienic
- Be sure to turn-off the water valve and re-coil the hose in its deck-top receptacle ready for next use
- In late Fall and Winter, the hose is be removed to prevent freezing—until the hose is reinstalled in temperate weather, solid wastes should still be bagged but rinsing the K-9 Grass pad is not necessary
- The cleaning service will remove bags from the waste container and replenish supplies as needed
- If Dog Walk supplies are missing, please notify the Property Manager
- Roof access beyond the Dog Walk deck area is restricted to authorized service personnel only

Stairwells

There are two stairwells in the building, located toward the East and West ends, respectively. These are emergency egress stairwells to be kept clear at all times. **Nothing may be stored-in or left on stairways or landings.** The West stairwell (next to the elevator) allows FOB access to each resident floor. The East stairwell (at the completion of build-out) will have doors at each level that lock-out, allowing only egress at the main level or from the garage by FOB.

Sky Lobbies

Each floor is furnished with a glass Sky Lobby having a northern view of the downtown skyline. Each Sky Lobby has been provided with designer-curated lounge chairs to use for gazing out the window or having a friendly chat with a neighbor.

Common Area Cleaning

The COA provides for a cleaning service for periodic cleaning (at intervals to be determined by the COA Board and the Property Manager) to maintain all common area lobbies, common rooms, stairs, corridors, and the elevator. Until such time as there is a commercial tenant, the COA is also responsible for cleaning the two public restrooms on the first floor. Between professional cleanings of our common home, residents are encouraged to take pride and help keep things tidy.

Balcony Decks

The private balcony decks contain features that are common elements to the building exterior requiring special care and maintenance. Some balcony pointers:

- Each balcony deck has a textured waterproof coating on the deck to protect the structure from water infiltration
- Avoid heavy metal furniture or items that if dragged or scraped across the deck might damage the deck coating
- Do not use rubber-backed or other impervious-backed rugs or mats on the deck which may trap moisture that is detrimental to the deck coating—open weave rugs or mats that “breathe” are acceptable
- The “wood” wall of each balcony is a key architectural feature that must not be covered, altered, or painted
- The “wood” is a fire-resistant fiber cement product factory finished to simulate stained hardwood
- To clean the fiber cement wall as-needed, use mild household detergent and soft bristle brush or cloth and rinse the “wood” with clear water—abrasive cleaners or commercial mold or mildew detergents should not be used
- **No gas grilles or open flames of any kind are allowed on balcony decks**—two weatherproof GFI electrical boxes are provided on each deck for exterior-rated electric BBQ grilles, fans, or patio heaters
- **Smoking is not allowed in interior building common areas or on balconies**—it is allowed on the Dog Walk

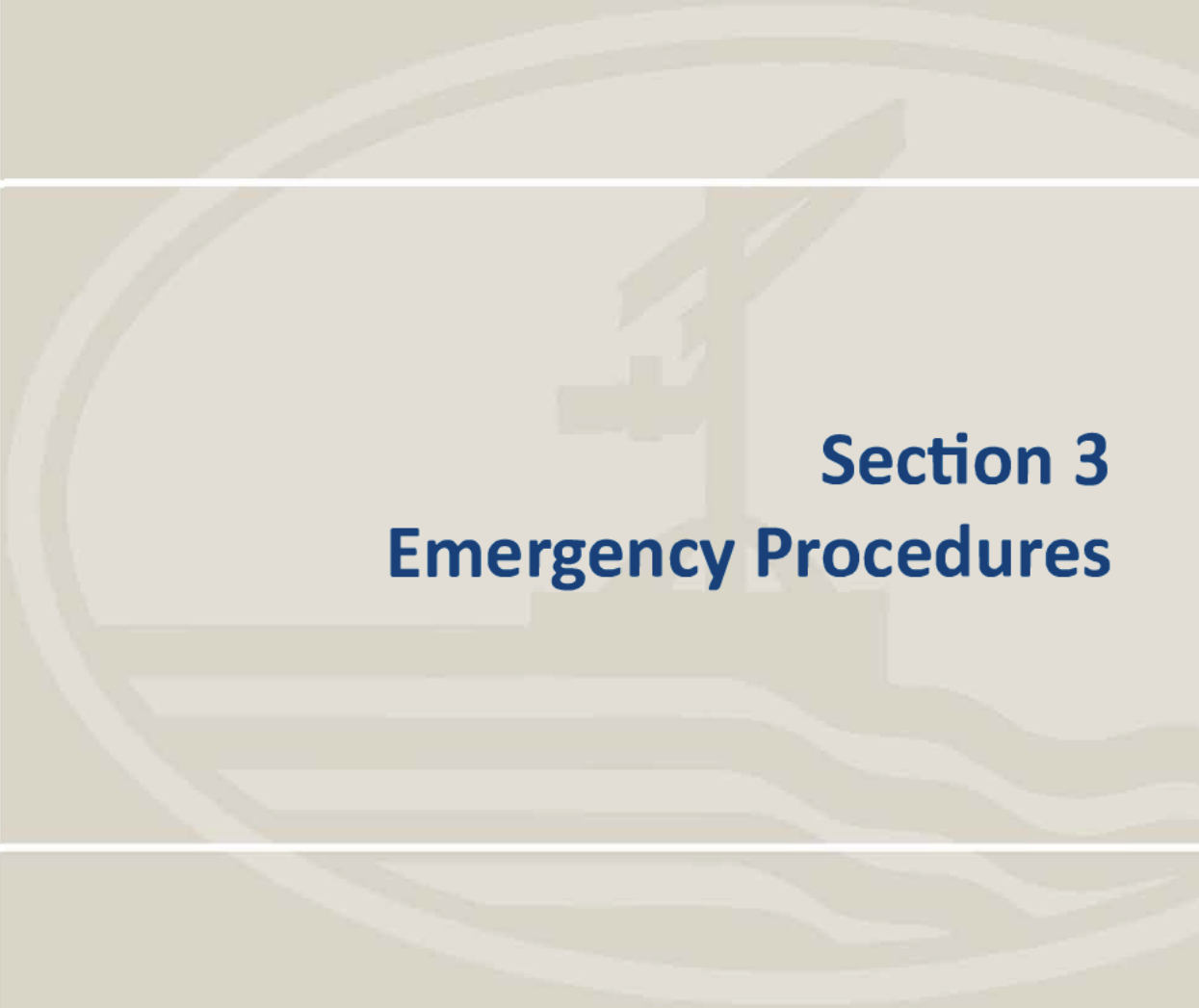


THREE TWENTY

at The Cascade

FITNESS CENTER GUIDELINES

- The Fitness Center is for the use of residents and their invitees only
 - anyone under 18 years of age must be accompanied by an adult
- No one is authorized to use the Fitness Center without having first properly signed and filed with building management a WAIVER AND RELEASE OF LIABILITY form — Fitness Center use is at your own risk
- Follow all equipment operation and usage labels and instructions provided in the current Resident Manual when using the equipment
- Sanitize all equipment items, handles, seats or mats before and after use with the cleaning wipes provided — deposit waste in receptacle
- Resident wifi is available in this room and all machines have a phone/tablet ledge for streaming personal entertainment or workout videos
- Food or drink (other than water bottles) is NOT permitted in this room
- Proper workout attire is required at all times, including
 - Wear closed-toe shoes with slip resistant soles
 - Bring your own towels and remove from the room after use
 - Avoid loose-hanging items that can get caught in equipment
 - Avoid jeans, zippers or articles that may damage equipment
- Please be considerate of fellow residents and limit your equipment use to no more than 30 minutes when others are waiting to use it
- Return all equipment to its designated location after each use
- If any equipment is malfunctioning or any supplies are out of stock please promptly notify building management
- **IN CASE OF EMERGENCY DIAL 911** — this building's address is 320 E. Colfax Ave., South Bend and the nearest cross-street is Sycamore



Section 3

Emergency Procedures



Wharf Partners, LLC



EMERGENCY PROCEDURES

IN CASE OF FIRE

Three Twenty at The Cascade is a fire-sprinkled, alarmed building, though the hazard of smoke or fire is always a possibility:

- Practice common-sense fire safety measures within your residence and in common areas
- Do not block corridors or stairways that are vital to emergency fire egress
- Keep the entrance to your residence closed to maintain a fire-rated barrier from the corridor
- For your safety, take care to never obstruct or strike the fire sprinkler heads in your residence or common areas
- Any items on walls or shelves should be kept a minimum of 18" away from any fire sprinkler head
- Do not disable or obstruct any smoke detectors in your residence or in common areas

In case of a power failure in the building, the Emergency ("EM") Power Generator on the second level roof will automatically engage to energize:

- Common area emergency lighting and exit signs
- Building smoke detectors, pull stations and fire alarms
- The fire protection system water pressure pump
- The elevator
- Certain building door access controls
- The underground garage overhead door

The EM system will automatically "exercise" itself for a short period at a pre-scheduled time once per month.

When the fire alarm is activated, it will sound throughout the entire building. The alarm system is monitored by a central alarm monitoring station.

If you hear the building-wide alarm, **please dial 911**—never assume that someone else has done it. Also do not assume that any alarm is a false unless you have been pre-warned of an impending system test by building management. **In the event of a verified false alarm, please notify building management so the alarm system can be reset.**

Your first decision in reacting to the sound of the fire alarm is whether to leave your residence and evacuate by the stairway or remain in your residence:

- Unless you smell smoke or are in immediate danger from the fire, you may decide to remain in your residence and wait for further information
- If you decide to leave your residence, feel the door and doorknob for heat before opening the door—if it is hot, brace yourself against the door and open it slightly, if you feel air pressure or a hot draft, close the door quickly and remain in your residence
- If you find no fire or smoke in the corridor, leave but **DO NOT LOCK YOUR DOOR**, close the door behind you
- Building egress paths are marked by signs on every floor, generally leading to fire-rated concrete and steel stairwells at the east and west ends of each level's corridor
- The stairwell doors should never be blocked-open as such could allow smoke to travel between floors
- **DO NOT USE THE ELEVATOR**—exit by the nearest stairwell and make certain that the stairwell door has closed behind you to prevent further spread of smoke or fire

- If you encounter smoke in the corridor or stairwell, proceed to the opposite side of the building, where you may find that stairwell clear
- If neither stairwell is clear, return to your suite or to your balcony to await rescue
- If you are able to safely exit the building, proceed to the community RALLY POINT in the front parking lot north of the building and congregate there with other residents until first responders arrive
- DO NOT reenter the building for any reason unless instructed by first responders that re-entry is safe

If you cannot leave your suite or if you have returned to it because of fire or heavy smoke:

- Remain in your suite and make sure your entrance door is unlocked but firmly closed
- Dial 911 and inform them of your location
- Seal all cracks where smoke may enter your residence with wet towels or sheets around door and vent openings
- If smoke enters the room, crouch low to the floor and proceed to the balcony closing the door behind you. If you are in danger, signal the fire fighters by waving a sheet from your window or balcony
- Remember to remain calm, do not panic or jump. Listen for further information, which may come by first responders by loudspeaker

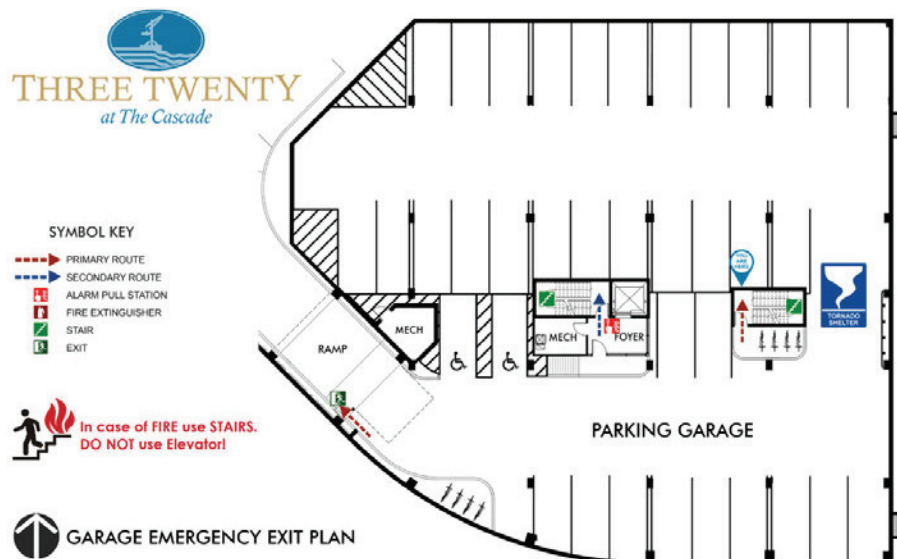
IN CASE OF SEVERE THUNDERSTORM OR TORNADO

A WATCH means that the potential exists for the development of severe thunderstorms or tornadoes, depending upon the specific type of WATCH issued. In the case of a tornado watch, this DOES NOT mean that a tornado has been seen or even indicated on radar. . . it just means that conditions are favorable for the formation of tornadoes in thunderstorms.

A WARNING takes more immediate action. A WARNING may cause the activation of civil defense sirens. A severe thunderstorm warning indicates that severe weather is imminent in your area or is already occurring based on human observation or doppler radar. A tornado warning means that a tornado has been either spotted by a human observer or indicated by doppler radar. Once a tornado warning is issued for our area, residents should take cover immediately.

Three Twenty at The Cascade is a reinforced concrete structure designed to withstand extremely strong winds, however in the event that severe thunderstorms or tornadoes require you to take cover, be aware of the following:

- **Stay away from windows** and retreat to interior rooms of your residence or areas of refuge within the building
- Safe areas of refuge within the building include the reinforced concrete stairwells at the east and west ends of each floor and the underground parking garage TORNADO SHELTER
- In a tornado or severe thunderstorm WARNING, head to the underground garage TORNADO SHELTER via stairwells
- Remain in an area of refuge until an “all clear” signal has been transmitted by local media or public authorities





Section 4

Condominium Association



Wharf Partners, LLC



**CODE OF BY-LAWS
OF
THE CASCADE CONDOMINIUMS
CONDOMINIUM PROPERTY REGIME
AND OF
THE CASCADE CONDOMINIUMS OWNERS ASSOCIATION, INC.**

**CODE OF BY-LAWS OF
THE CASCADE CONDOMINIUMS CONDOMINIUM PROPERTY
REGIME
AND OF
THE CASCADE CONDOMINIUMS OWNERS ASSOCIATION, INC.**

Table of Contents

	<u>Page</u>
ARTICLE I. Identification and Applicability.....	1
Section 1.01. Identification and Adoption.	1
Section 1.02. Additional Definitions.	1
Section 1.03. Individual Application.	2
ARTICLE II. Meetings of Association	2
Section 2.01. Purpose of Meetings.	2
Section 2.02. Annual Meetings.	3
Section 2.03. Special Meetings.	3
Section 2.04. Notice and Place of Meetings.	3
Section 2.05. Voting.	3
Section 2.06. Conduct of Meetings.	5
Section 2.07. Special Meeting.	6
ARTICLE III. Board of Directors.....	6
Section 3.01. Management.	6
Section 3.02. Initial Board of Directors.	7
Section 3.03. Additional Qualifications.	7
Section 3.04. Term of Office and Vacancy.....	7
Section 3.05. Removal of Directors.	8
Section 3.06. Duties of the Board of Directors.	8
Section 3.07. Powers of the Board of Directors.....	10
Section 3.08. Limitation on Board Action.	11
Section 3.09. Compensation.	11
Section 3.10. Meetings.	12

Section 3.11.	Waiver of Notice.....	12
Section 3.12.	Action Without a Meeting.....	12
Section 3.13.	Quorum.	13
Section 3.14.	Non-Liability of Directors.....	13
Section 3.15.	Additional Indemnity of Directors.	13
Section 3.16.	Transactions Involving Affiliates.....	14
ARTICLE IV. Officers.....		15
Section 4.01.	Officers of the Association.	15
Section 4.02.	Election of Officers.....	15
Section 4.03.	The President.	15
Section 4.04.	The Vice President.	15
Section 4.05.	The Secretary.....	16
Section 4.06.	The Treasurer.....	16
Section 4.07.	Assistant Officers.	16
ARTICLE V. Management		16
Section 5.01.	Maintenance, Repairs and Replacements.....	16
Section 5.02.	Right of Entry.....	18
Section 5.03.	Alterations and Additions.....	19
Section 5.04.	Real Estate Taxes.	19
Section 5.05.	Utilities.	19
Section 5.06.	Limitation of Liability.	19
Section 5.07.	Negligence.	20
Section 5.08.	Costs and Attorneys' Fees.	20
ARTICLE VI. Assessments.....		20
Section 6.01.	Proposed Annual Budget.	20
Section 6.02.	Regular Assessments.	21
Section 6.03.	Special Assessments.....	23
Section 6.04.	Reserve for Replacements.	23
Section 6.05.	Initial Assessment for Reserve. On the date a Condominium Unit is conveyed by Declarant to an Owner,	

there shall be due and payable to the Association by the Owner of such Condominium Unit any issued and unpaid special assessment. 24

Section 6.06.	General Operating Reserve.....	24
Section 6.07.	Failure of Owner to Pay Assessments.	25
Section 6.08.	Waiver of Lien Upon Foreclosure.....	26
Section 6.09.	Initial Budgets and Assessments.....	26
ARTICLE VII. Restriction, Entry and Rules and Regulations.....		27
Section 7.01.	Restrictions on Use.	27
Section 7.02.	Right of Board to Adopt Rules and Regulations.	27
Section 7.03.	Enforcement. The Declarant, until the Applicable Date, and the Association shall have the right to enforce the restrictions and regulations adopted pursuant to this Article VII, and reasonable costs, including attorneys' fees may be recorded from an Owner for violation thereof.	27
ARTICLE VIII. Insurance		27
Section 8.01.	Coverage.....	27
Section 8.02.	Definition.	29
Section 8.03.	Form.	29
Section 8.04.	Allocation of Insurance Proceeds.....	31
Section 8.05.	Distribution of Insurance Proceeds.....	32
Section 8.06.	Association as Owner's Agent.....	33
Section 8.07.	Individual Policies - Recommendation of Declarant. 33	
Section 8.08.	Certificates.....	34
ARTICLE IX. Damage or Destruction.....		34
Section 9.01.	Procedure for Restoration or Repair.....	34
Section 9.02.	Estimate of Cost.	34
Section 9.03.	Plans and Specifications.	34
Section 9.04.	Responsibility.....	34
ARTICLE X. Fiscal Management.....		34

Section 10.01.	Fiscal Year.	35
Section 10.02.	Books of Account.....	35
Section 10.03.	Inspection.....	35
Section 10.04.	Auditing.....	35
Section 10.05.	Annual Financial Statement.	35
Section 10.06.	Execution of Association Documents.....	35
ARTICLE XI. Amendment to By-Laws		35
Section 11.01.	Procedure.	36
Section 11.02.	Amended and Restated By-Laws.....	36
ARTICLE XII. Mortgages		36
Section 12.01.	Notice to Association.	36
Section 12.02.	Notices To Mortgagees.	37
Section 12.03.	Notice of Unpaid Assessments.	37
Section 12.04.	Financial Statements.	38
ARTICLE XIII. Miscellaneous		38
Section 13.01.	Membership Certificates.....	38
Section 13.02.	Personal Interests.	38

**CODE OF BY-LAWS OF
THE CASCADE CONDOMINIUMS CONDOMINIUM PROPERTY
REGIME
AND OF
THE CASCADE CONDOMINIUMS OWNERS ASSOCIATION, INC.**

ARTICLE I.

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating The Cascade Condominiums Condominium Property Regime to which these By-Laws are attached and made a part. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. Except as otherwise provided in Section 1.02 hereof, the definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to Section 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 1.02. Additional Definitions. Notwithstanding any other definition in the Declaration, the following terms as used in these By-Laws shall have the following meanings:

- (a) “Articles” means the Articles of Incorporation of the Association.
- (b) “Assessment” means all sums lawfully assessed against the Owners or as declared or authorized by the Act, the Declaration, the Articles, or these By-Laws.
- (c) “Directors” means all the members of the Board of Directors and “Director” means any individual member thereof.
- (d) “Initial Board” means those individuals appointed by Declarant as Directors pursuant to the power reserved to Declarant by Section 3.02.

(e) “Managing Agent” means a reputable property management agent employed by the Board pursuant to Section 3.06.

(f) “Majority Vote” means a majority of the Percentage Vote present and voting at any duly constituted meeting of the Members.

(g) “Member” means a member of the Association and “Members” means more than one member of the Association.

(h) “Organizational Documents” means the Declaration, the Articles, the By-Laws and the rules and regulations (required for initial HOA documents? If yes – need source document) adopted by the Board governing The Cascade Condominiums.

(i) “Regular Assessment” means the Assessment levied pursuant to Section 6.02.

(j) “Special Assessment” means the Assessment levied pursuant to Section 6.03.

(k) “Statute” means the Indiana Nonprofit Corporation Act of 1991, as the same may be amended from time to time.

Section 1.03. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other Person that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, the Articles, these By-Laws and the Act, and to any rules and regulations adopted by the Board as herein provided.

ARTICLE II.

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board (subject to the provisions of Section 3.02 hereof), approving the annual budget, providing for the collection of Common Expenses and for such other

purposes as may be required by the Declaration, the Articles, these By-Laws, the Act or the Statute.

Section 2.02. Annual Meetings. The annual meeting of the Members shall be held on the first Tuesday of April in each calendar year. At the annual meeting, the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Directors in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the Members may be called by resolution of the Board or upon a written petition of Owners who have not less than ten percent (10%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association (references herein to an officer shall be to that officer of the Association) and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the Members shall be held at any suitable place in St. Joseph County, Indiana, as may be designated by the Board. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary to each Member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 12.01 of these By-Laws. Attendance at any meeting in person by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. Each Owner shall be entitled to cast a vote equal to such Owner's Percentage Vote on each matter coming before the meeting as to which it is entitled to vote.

(b) Multiple Owner. Where the Owner of a Condominium Unit constitutes or consists of more than one Person, or is a partnership, there shall be only one voting representative entitled to all of the Percentage Vote allocable to that Condominium Unit. At the time of acquisition of title to a Condominium Unit by a multiple Owner or a partnership, those Persons constituting such Owner or the partners shall file with the Secretary an irrevocable proxy appointing one of such Persons or partners as the voting representative for such Condominium Unit, which shall remain in effect until all of those Persons constituting such multiple Owner or a majority of the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or the Owner no longer owns such Condominium Unit. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Condominium Unit.

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

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary prior to the commencement of the meeting.

(e) Pledgees. If the vote of an Owner or Owners has been pledged by mortgage, security agreement, conditional assignment, or other instrument, an

executed copy of which has been filed with the Secretary, only the pledgee shall be entitled to cast the vote of such Owner or Owners upon those matters upon which the Owner's or Owners' vote is so pledged.

(f) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Act or the Statute, a Majority of Owners shall constitute a quorum at all meetings of the Members.

Section 2.06. Conduct of Meetings.

(a) Annual Meeting. The President shall act as the chairman of all annual meetings of the Association if he is present. At all annual meetings, the chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(i) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a Majority Vote.

(ii) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(iii) Budget. The proposed budget for the current fiscal year shall be presented to the Owners for approval or amendment.

(iv) Election of Board of Directors. After the Applicable Date, nominations for the Board may be made by any Owner from those Persons eligible to serve. Such nominations must be in writing and presented to the Secretary at least seven (7) days prior to the date of the annual meeting. Voting for the Board will be by paper ballot. The ballot shall contain the name of each Person nominated to serve as a member of the Board. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to

cumulate his votes. Those Persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. Prior to the Applicable Date, the nomination and election of the Board shall be governed by the provisions of Section 3.02 hereof.

(v) Other Business. Other business may be brought before the meeting only by decision of the Board of Directors or upon a written request of an Owner submitted to the Secretary of the Association at least seven (7) days prior to the date of the meeting, except that such written request may be waived at the meeting if agreed by a Majority of Owners.

Section 2.07. Special Meeting. The President shall act as chairman of any special meetings of the Association if he is present. The chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be the matters for which such meeting was called, as set forth in the notice of such special meeting.

ARTICLE III.

Board of Directors

Section 3.01. Management. The affairs of the Association and The Cascade Condominiums shall be governed and managed by the Board of Directors. Prior to the Applicable Date, the Board shall be composed of four (4) individuals. Subsequent to the Applicable Date, the number of Directors may from time to time be increased by resolution adopted by not less than a majority of the Board of Directors, provided that in no event shall the number of Directors subsequent to the Applicable Date be more than five (5). In the event the number of Directors is increased subsequent to the Applicable Date as provided herein, the election of the additional Director or Directors shall be by a vote of the Members entitled to elect such additional Director or Directors according to a procedure established by the Board by resolution. No individual shall be eligible to serve as a Director unless he is, or is deemed in accordance with the Declaration to be, an Owner (or representative of Owner), excluding an individual appointed by Declarant as provided in Section 3.02 hereof.

Section 3.02. Initial Board of Directors. The initial members of the Board of Directors shall be Frank A. Perri, President, Philip E. Panzica, Vice President, Thomas C. Panzica, Secretary, William A. Panzica, Treasurer Notwithstanding anything to the contrary contained in, or any other provisions of, these By-laws, the Declaration, the Act or the Statute (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date, every such vacancy shall be filled by an individual appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Association and an Owner solely for the purposes of the Statute (as defined in the By-Laws) and of qualifying to act as a member of the Board of Directors and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a member of the Association nor an Owner for any other purpose (unless he is actually an Owner and thereby a member of the Association). Each Owner, by acceptance of a deed to a Condominium Unit, or by acquisition of any interest in a Condominium Unit shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which appointment shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote and to vote as Declarant determines on all matters as to which Members are entitled to vote under the Declaration, these By-Laws, the Act, the Statute or otherwise.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one individual or is not a natural Person, then one of the individuals constituting the multiple Owner, or a partner, an officer or the trustee of an Owner shall be eligible to serve on the Board.

Section 3.04. Term of Office and Vacancy. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the Applicable Date unless changed by Declarant. After the Applicable Date, each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date, the Directors shall be elected so that the terms of

approximately one-third (1/3) of the Directors shall expire annually. There shall be separate nominations for the office of each Director to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 3.02 hereof as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a Majority of Owners at a special meeting of the Members duly called and constituted for that purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Members or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board shall provide for the administration of The Cascade Condominiums, the maintenance, upkeep and replacement of the Common Areas and Limited Areas (unless the same are otherwise the responsibility or duty of an Owners of a Condominium Unit), and the collection and disbursement of the Common Expenses, including disbursement of funds from the account to cover payment for services upon certification by the management agent that such services have been properly performed or other expenses reasonably incurred. The Board may, on behalf of the Association, employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of one or more Owners of Condominium Units; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the

Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(b) procuring of utilities used in connection with The Cascade Condominiums, removal of garbage and waste, and snow removal from the Common Areas;

(c) landscaping, painting, decorating, furnishing, maintaining and repairing the Common Areas and, where applicable, the Limited Areas as well as negotiating easement, lease or other rights for use of access, parking or other areas to serve the Property;

(d) surfacing, paving and maintaining drives, parking areas and sidewalks;

(e) washing and cleaning of exterior window surfaces of the Condominium Units;

(f) assessment and collection from the Owners of the Owners' pro rata shares of the Common Expenses; determination of whether improvements are to Common or Limited Common Areas; determination of whether expenses incurred with respect to the same are allocable to all or fewer than all the Owners; and the allocation of all expenses among the respective Condominium Units;

(g) preparation of the proposed annual budget;

(h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year;

(i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; payment vouchers for all expenditures shall, prior to payment, be approved by a member of the Board or such other person (which may include the Managing Agent) to whom the Board may delegate such authority;

(j) procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required by Section 8.01 and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(k) making available to Owners and Mortgagees current copies of the Organizational Documents and any other books, records and financial statements of the Association; and

(l) interpreting, applying and enforcing all restrictive covenants, rules and regulations established by the Declaration, these By-Laws or the Board with respect to the Owners or uses of Condominium Units within or relating to the use, maintenance or repair of any property within the boundaries of the horizontal property regime.

The Board shall also make available to prospective purchasers of Condominium Units current copies of the Organizational Documents and the most recent annual audited financial statement, if such statement has been prepared. "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances.

Section 3.07. Powers of the Board of Directors. The Board shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties subject to the provisions of Section 3.06;

(b) to purchase for the benefit of the Owners such equipment, materials, labor and services and other property rights as may be necessary in the judgment of the Board;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of The Cascade Condominiums;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;

(e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association; and

(g) to adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

Section 3.08. Limitation on Board Action. After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$25,000 without obtaining the prior approval of a Majority of Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other cause where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.09. Compensation. No Director shall receive any compensation for his services as a Director except to such extent as may be expressly authorized by a Majority of Owners. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. Meetings.

(a) Organization Meeting. The Board shall meet each year within ten (10) days following the date of the annual meeting of the Members, at such time and place as shall be fixed at the annual meeting, for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting, and no notice shall be necessary to any newly elected Directors in order legally to constitute such meeting if a quorum is present.

(b) Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

(c) Special Meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The Director or Directors calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to the members of the Board. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within St. Joseph County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting or his subsequent consent to the actions taken thereat, shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a consent in

writing setting forth such actions so taken is signed by all Directors and such written consent is filed with the minutes of the proceedings of the Board.

Section 3.13. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.14. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct or fraud. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any Person arising out of contracts made by the Board on behalf of The Cascade Condominiums or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of The Cascade Condominiums or the Association.

Section 3.15. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any individual, his heirs, assigns and legal representatives made a party to any action, suit or proceeding by reason of the fact that he is or was a Director, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for willful misconduct or fraud in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a Majority of Owners that such Director was not guilty of such willful misconduct or fraud. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for such misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of

the Association or statements or advice made by or prepared by the Managing Agent or any officer or employee thereof, or any accountant, attorney or other Person employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board.

Section 3.16. Transactions Involving Affiliates. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any Person (including Declarant or any officer, director or shareholder of Declarant) in which one or more of the Directors are directors, officers, partners, or employees or are pecuniarily or otherwise interested shall be void or voidable because such Director or Directors are present at the meeting of the Board that authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose if:

(a) the contract or transaction is between the Association and Declarant or any affiliate of Declarant entered into prior to the Applicable Date; or

(b) the fact of the affiliation or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such interested Director; or

(c) the fact of the affiliation or interest is disclosed or known to the Co-Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(d) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Affiliated or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board thereof that authorizes, approves or ratifies any contract or transaction.

Section 3.17. Limitation on Conveyances and Encumbrances. No common areas or facilities, or any part thereof, may be conveyed or encumbered without the approval of 95% of condominium unit owners not owned by the Declarant.

ARTICLE IV.

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

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

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

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

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

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Association. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

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

ARTICLE V.

Management

Section 5.01. Maintenance, Repairs and Replacements.

(a) Condominium Units. Each Owner shall, at their own and sole expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit, except as may otherwise be provided herein. Each Owner shall promptly perform all maintenance and repair within their Condominium Unit which, if neglected, might adversely affect the

Property. In addition, each Owner shall furnish, and shall be responsible at their own expense for the maintenance, repairs and replacements of, their Condominium Unit and appurtenant Limited Areas, and all equipment serving the same except to the extent otherwise provided herein. Such maintenance, repairs and replacements for which each Owner is individually responsible at their own expense include, but are not necessarily limited to, all partitions and interior walls, ceilings and floors; doors and the interior of screens and windows; appliances, including garbage disposals, dishwashers, stoves, ranges and refrigerators; telephones; air conditioning and heating equipment that serve only such Owner's Condominium Unit (whether located wholly or partially inside or outside the Condominium Unit); lavatories, toilets and baths or showers; interior grouting and/or caulking; and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

(b) Owner Maintenance Exceptions. Notwithstanding anything herein to the contrary, the Association shall maintain water, gas, telephone, cable television, plumbing and electric lines and facilities that service individual Condominium Units and are located within exterior walls of the Condominium Units; paint, caulk or tuckpoint the exterior of Building; seal, paint, repair and replace windows (including frames) in the exterior perimeter walls of the Buildings; and resurface, repair or replace parking areas, sidewalks, roofs and other facilities and appurtenances. The foregoing is applicable to usual and ordinary maintenance, repair and replacement and, notwithstanding anything to the contrary, the cost of any maintenance, repair or replacement necessitated by the willful or negligent misuse by an Owner shall be assessed against the Condominium Unit with respect to which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Section 6.07 hereof.

(c) Maintenance Performed by Association. In the event that the maintenance or repair of any Condominium Unit is reasonably necessary in the

discretion of the Board to protect the Common Areas or Limited Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Co-Owners, the Board shall have the power to undertake such maintenance or repair; but no such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit proposed to be maintained. The cost of any such maintenance or repair shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Section 6.07 hereof.

(d) Certain Limited Areas. Each Owner shall, at his expense, be responsible for the maintenance, repair and replacement of the air conditioning compressor, if any, installed to service his Condominium Unit and for the decoration and general maintenance of any patio or deck to which there is direct access from the interior of his Condominium Unit. Any such patio or deck shall be kept free and clean of snow, ice and any other accumulation by the Owner of such Condominium Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs or replacements in, to or with respect to such patio shall be made by the Association, and the cost thereof shall be a Common Expense.

(e) Common Areas and Limited Areas. All maintenance, repairs and replacements to the Common Areas and Limited Areas (except as otherwise provided in the Declaration or these By-Laws) shall be furnished by the Association as part of the Common Expenses. The Board of Directors may adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas which are not inconsistent with the terms and provisions of this Declaration.

Section 5.02. Right of Entry. The Board of Directors, the Managing Agent, or any other Person authorized by the Board or the Managing Agent shall have the right, at

reasonable times and upon reasonable prior notice (except in cases of emergency in which event no notice shall be required), to enter into each individual Condominium Unit for the purposes of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of the same.

Section 5.03. Alterations and Additions. No Person shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration or addition within the boundaries of his Condominium Unit that would affect the safety or structural integrity of the Buildings.

Section 5.04. Real Estate Taxes. Real estate taxes are to be separately taxed to each Condominium Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest or, if assessment details are available and upon the determination of Declarant, on the basis of the contribution to the overall assessment associated with each particular Unit.

Section 5.05. Utilities. Each Owner shall pay for his own utilities that are separately metered. Utilities that are not separately metered shall be treated as and paid as part of the Common Expenses, unless, after the Applicable Date, alternative payment arrangements are authorized by a Majority of Owners.

Section 5.06. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Common Expenses, or for injury or damage to person or property caused by the elements or by the Owner of any Condominium Unit, or any other Person, or resulting from electricity, water, snow or ice that may leak or flow from any portion of the Common Areas or Limited Areas or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles that may be stored upon any of the Common Areas or Limited Areas. No diminution or abatement of Assessments for Common Expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs

or improvements to the Common Areas or Limited Areas or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

Section 5.07. Negligence. Each Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of his guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Condominium Unit or its appurtenances or of the Common Areas or Limited Areas.

Section 5.08. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by, or to comply with any provision of, the Declaration, the Act, these By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

ARTICLE VI.

Assessments

Section 6.01. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a Majority Vote. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular

Assessments shall include the amounts required for funding the reserve accounts required by Sections 6.04 and 6.05. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 6.02. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash required for the Common Expenses in the current fiscal year and required reserve amounts as set forth in said budget, contain a proposed assessment against each Condominium Unit based on the Percentage Interest of each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit. In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the Assessment against each Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Condominium Unit shall be paid in advance in equal quarterly installments, commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the quarterly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay quarterly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessment may be required to be paid by the Owners in advance in equal monthly installments

rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget:

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment that is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether quarterly or monthly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether quarterly or monthly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually in advance, then the foregoing adjustments shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his

successor as owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 12.03 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Notwithstanding anything herein to the contrary, each Owner shall pay a pro rata portion his first Regular Assessment upon closing and delivery of the deed to the Condominium Unit. Such pro rata assessment shall be calculated on the number of days from and including the date of closing through the last day of the quarter (or month if the Board has so determined) to which such Regular Assessment pertains.

Section 6.03. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit. Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures or to pay for the cost of any repair or reconstruction of damage caused by fire or other cause or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described herein or in the Declaration.

Section 6.04. Reserve for Replacements. The Board of Directors shall cause to be established and maintained a reserve fund for replacements by the allocation and payment to such reserve fund not less often than annually of an amount determined by

the Board to be sufficient to meet the costs of periodic maintenance, repair, renewal and replacement of the Common Areas and Limited Areas, including, but not limited to, painting, caulking or tuckpointing the exterior of Buildings; sealing, painting, repairing and replacing windows (including frames) in the perimeter walls of the Buildings; and resurfacing, repairing or replacing parking areas, sidewalks, roofs and other facilities and appurtenances. In determining the amount, the Board shall take into consideration the expected useful life of such Common Areas, Limited Areas and other properties, projected increases in the cost of materials and labor, interest to be earned by such funds, and the advice of Declarant, the Managing Agent and any consultants the Board may employ. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the periodic maintenance, repair, renewal or replacement of the Common Areas and Limited Areas and equipment of the Property. The Board shall annually review the adequacy of the reserve fund. The proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 6.05. Initial Assessment for Reserve. On the date a Condominium Unit is conveyed by Declarant to an Owner, there shall be due and payable to the Association by the Owner of such Condominium Unit any issued and unpaid special assessment. In addition, there shall be an initial reserve for replacement in the amount of Three Thousand Dollars (\$3,000) for each Condominium Unit.

Section 6.06. General Operating Reserve. The Board of Directors may establish and maintain a reserve fund for general operating expenses of a non-recurring nature by the allocation and payment to such reserve fund not less frequently than annually of such amount as the Board in its discretion determines to be reasonable under the circumstances. Such fund shall be conclusively deemed to be a Common Expense. Such

fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by the United States of America. The general operating reserve may be expended only for operating contingencies of a non-recurring nature. The proportionate interest of any Owner in any reserve fund for general operating expenses shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 6.07. Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Building, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to such Owner. Each Owner shall be personally liable for the payment of all Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, a lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law; provided, however, any lien for delinquent Assessments or other charges that the Association has on a Condominium Unit will be subordinate to a first mortgage on the Condominium Unit if the mortgage was recorded before the delinquent Assessment was due. (how does this affect collection of delinquent fees in case of foreclosure?) Upon the failure of an Owner to make timely payments of any Assessment when due, the Board may in its discretion accelerate the entire balance of the unpaid Assessments for the remainder of the current fiscal year and declare the same, and interest thereon as hereafter provided, immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Assessments. The Board may, at its

option, bring a suit to recover a money judgment for any unpaid Assessment, and interest thereon as hereafter provided, without foreclosing or waiving the lien securing the same. Any payment for Assessments not made when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same shall be due until the date the Assessment is paid. In any action to recover an Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit. The Board shall further have the power to suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association.

Section 6.08. Waiver of Lien Upon Foreclosure. Notwithstanding anything to the contrary contained in the Declaration and these By-Laws, any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any Person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Assessment as to such installments that became due more than six (6) months prior to such sale, transfer or conveyance, but extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Assessments thereafter becoming due or from the lien therefor.

(same issue as 6.07)

Section 6.09. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained in the Organizational Documents, in the Act, in the Statute or otherwise, until the Applicable Date the annual budget and all Assessments shall be established by the Initial Board without meetings of or concurrence of the Co-Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 3.02 hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Assessments until the Applicable Date.

ARTICLE VII.

Restriction, Entry and Rules and Regulations

Section 7.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to The Cascade Condominiums:

- (a) The restrictions set forth in the Declaration regarding the use of the Condominium Units are incorporated herein by reference.
- (b) No Condominium Unit may be partitioned or subdivided.
- (c) No buildings shall be erected or located on the Real Estate other than the Buildings designated in the Declaration, and shown on the Plans, without the consent of the Board of Directors.

Section 7.02. Right of Board to Adopt Rules and Regulations. To the extent not inconsistent with the provisions of the Declaration or these By-Laws, the Board may promulgate such rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time, and such rules as are adopted may be amended by a vote of a majority of the Board. The Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

Section 7.03. Enforcement. The Declarant, until the Applicable Date, and the Association shall have the right to enforce the restrictions and regulations adopted pursuant to this Article VII, and reasonable costs, including attorneys' fees may be recorded from an Owner for violation thereof.

ARTICLE VIII.

Insurance

Section 8.01. Coverage. The Board of Directors on behalf of the Co-Owners shall obtain, maintain and pay the premiums upon, as a Common Expense, and kept in full force and effect at all times the following insurance coverage underwritten by companies duly authorized to do business in Indiana:

(a) Casualty or physical damage insurance in an amount equal to the full replacement cost of all buildings and improvements (as hereinafter defined) and all personal property owned by the Association with an “agreed amount” and “inflation guard” endorsements, without deduction or allowance for depreciation (as determined annually by the Board with the assistance of the insurance company affording such coverage) such coverage to afford protection against at least the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for Common Expenses with respect to Condominium Units during any period of repair or construction;

(ii) such other risks as are customarily covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery, explosion or damage, and such other insurance as the Board may from time to time determine.

(b) Comprehensive public liability insurance in such amounts as may be considered appropriate by the Board including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, and any and all other liability incident to the ownership and/or use of the Property or any portion thereof. Such coverage shall be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under the insurance policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Limited Areas of the Association.

(i) Such liability insurance shall contain no provisions relieving the insurer from liability for loss occurring while the hazard is increased, whether or not within the knowledge or control of the Board, or because of

any breach of any warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them.

(ii) Such liability insurance shall provide that such policy may not be cancelled or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Board, the Insurance Trustee, all Owners, all Mortgagees and every other Person in interest who shall have requested such notice of the insurer.

(c) Workmen's compensation and employer's liability insurance in respect to employees of the Association in the amounts and in the form necessary to comply with any applicable law.

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

The provisions of this Section 8.01 shall not be construed to limit the power or authority of the Board to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association or the Board may deem appropriate from time to time.

Section 8.02. Definition. As used in Section 8.01, the term "all buildings and improvements" means the Common Areas, Limited Areas, and the standard partition walls, fixtures, pipes, wires, conduits and installations installed in Condominium Units as of the date of initial sale by Declarant, as shown on the Plans as amended from time to time, and replacements thereof, but does not mean any other portions of a Condominium Unit such as fixtures, alterations, installations or additions made by or for an Owner of the Condominium Unit not shown on the Plans or any personal property of an Owner (which shall be insured by such Owner).

Section 8.03. Form. Casualty insurance shall be carried in a form or forms naming as the insured the Association for the use and benefit of the Owners according to the loss or damage to their respective Condominium Units and Percentage Interests

and payable in case of loss to the Association or, at its direction, the Insurance Trustee. Every such policy of insurance shall:

(a) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner;

(b) contain no provisions relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them;

(c) provide that such policy may not be cancelled or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the Board, the Insurance Trustee all Owners, all Mortgagees and every other Person in interest who shall have requested such notice of the insurer;

(d) contain a waiver by the insurer of any right of subrogation to any right of the Board or Owners against any of them or any other Person under them;

(e) provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to Paragraph 10 of the Declaration;

(f) contain a standard mortgagee clause which shall

(i) provide that any reference to a mortgagee in such policy shall mean and include any Mortgagee;

(ii) provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or any Owner, or any Persons under any of them;

(iii) waive any provision invalidating such mortgagee clauses by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay any premium thereon, and any contribution clause;

(iv) provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to the Insurance Trustee; and

(g) provide that the policy is primary in the event an Owner has other insurance covering the same loss.

Public liability and property damage insurance shall be carried in a form or forms naming as the insured the Board of Directors as trustee for each individual Owner, the Association, the Board of Directors, the Managing Agent, the Co-Owners, all other persons entitled to occupy any Condominium Unit and any Person acting on behalf of the Association. The Board shall promptly upon effecting such insurance deposit with each Owner a current certificate of such insurance, without prejudice to the right of any Owner to maintain additional public liability insurance for his Condominium Unit.

Section 8.04. Allocation of Insurance Proceeds. In the event of damage or destruction by fire or other cause to any part of the Property covered by insurance written in the name of the Board as trustee for Co-Owners and their Mortgagees, the following provisions shall apply:

(a) Common Areas and Limited Areas. Proceeds on account of damage to Common Areas and Limited Areas shall be allocated among the Co-Owners in accordance with their respective Percentage Interests.

(b) Condominium Units. Proceeds on account of damage to Condominium Units shall be allocated as follows:

(i) If the Building in which the damaged Condominium Unit is located is to be restored, insurance proceeds shall be allocated to such Condominium Unit in the proportion that the cost of Restoration of such Condominium Unit bears to the cost of Restoration of all damaged

Condominium Units, such cost to be determined by the Board. In determining such cost, the Board shall not take into consideration the cost of repairing any items specifically excluded from insurance coverage pursuant to the provisions of Section 8.02.

(ii) If the Building in which the damaged Condominium Unit is located is not to be restored, insurance proceeds shall be allocated to such Condominium Unit in accordance with the agreed amount of the replacement cost of such Condominium Unit.

(iii) In the event a mortgage endorsement has been issued with respect to a particular Condominium Unit, the amount of the insurance proceeds allocated to the Owner of such Condominium Unit shall be held in trust for the Mortgagee and the Owner as their interests may appear, but no Mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be restored or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Owner and Mortgagee pursuant to the provisions of these By-Laws.

Section 8.05. Distribution of Insurance Proceeds. Proceeds of insurance policies received shall be distributed to or for the benefit of the Owners and their Mortgagees as their respective interests appear, in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee, if any, shall be first paid or provision made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof pursuant to the provisions of Article IX. Any proceeds remaining after defraying such costs shall be retained by the Association and added to the reserve for replacements established pursuant to Section 6.04, except that, with respect to a Condominium Unit in which there was damage to items excluded from insurance coverage pursuant to Section 8.02, the Owner of

such Condominium Unit shall be entitled to receive out of such remaining proceeds his pro-rata share thereof determined according to his Percentage Interest.

(c) Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with the Act.

Section 8.06. Association as Owner's Agent. The Association, acting by its Board of Directors, is hereby irrevocably appointed agent for each Owner and for each owner of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in the Property to negotiate all claims arising under insurance policies purchased by the Board, and to execute and deliver releases upon the payment of claims.

Section 8.07. Individual Policies - Recommendation of Declarant. Any Owner or Mortgagee shall be required to obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to a Condominium Unit made or acquired at the expense of the Owner) at his own expense. Such insurance shall provide that it shall be without contribution as against the insurance maintained by the Board. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 8.03(d). If an insured loss is sustained on the Property and the amount of insurance proceeds that would otherwise be payable to the Insurance Trustee is reduced due to proration of insurance purchased pursuant to this Section, the Owner shall assign the proceeds of the personally purchased insurance, to the extent of the amount of the reduction, to the Insurance Trustee (if any) or Board to be distributed as provided in Section 8.05. The Declarant recommends that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a policy insuring against loss or damage to personal property used or incidental to the occupancy of the Condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Owner.

Section 8.08. Certificates. Upon request, the Association shall cause to be issued to each Owner and each Mortgagee a certificate of insurance evidencing the insurance carried by the Association.

ARTICLE IX.

Damage or Destruction

Section 9.01. Procedure for Restoration or Repair. In the event of damage or destruction to the Property by fire, other cause, or as a result of condemnation, and Restoration or repair of the Property is required or authorized pursuant to Paragraph 10 or Paragraph 11 of the Declaration, such Restoration or repair shall be undertaken in accordance with the provisions of this Article.

Section 9.02. Estimate of Cost. Promptly after the occurrence of the damage or destruction to the Property that the Association has the responsibility to restore or repair, the Board shall obtain reliable and detailed estimates of the cost to restore or repair. In the event of damage after the Applicable Date to any structure exceeding \$25,000.00, the Board shall retain the services of an architect to supervise the Restoration or repair and the disbursement of the construction funds.

Section 9.03. Plans and Specifications. Any Restoration or repair must be either substantially in accordance with the Plans or according to plans and specifications approved by a Majority of Owners, and if the damaged Property contains any Condominium Units, by all of the Owners of the damaged Condominium Units, which approval shall not be unreasonably withheld.

Section 9.04. Responsibility. If the damage is only to those parts of a Condominium Unit for which the responsibility of maintenance and repair is that of an Owner, then the Condominium Unit Owner shall be responsible for the cost of Restoration and repair unless such damage is specifically covered by the insurance purchased by the Board, in which event the Association shall be responsible for said costs.

ARTICLE X.

Fiscal Management

Section 10.01. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 10.02. Books of Account. Books of account of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices, and shall include a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses.

Section 10.03. Inspection. All books, records and accounts, and all vouchers accrediting the entries made thereupon, shall be available for examination by an Owner or any duly authorized agent or attorney of an Owner at any time during normal business hours for purposes reasonably related to his interest as an Owner.

Section 10.04. Auditing. Unless otherwise agreed by a Majority of Owners, at the close of each fiscal year, the books and accounts of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards.

Section 10.05. Annual Financial Statement. Prior to the annual meeting of the Association, the Board of Directors shall cause to be prepared and delivered to the Co-Owners an annual financial statement, certified to by the Treasurer, showing all income and all disbursements of the Association during the previous fiscal year. To the extent possible, such financial statement shall be based upon the report prepared pursuant to Section 10.04. The requirements of this Section 10.05 shall be satisfied if the Board causes to be delivered to each Owner prior to the annual meeting of the Association a copy of the report prepared pursuant to Section 10.04.

Section 10.06. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other individuals as are from time to time so authorized by the Board.

ARTICLE XI.

Amendment to By-Laws

Section 11.01.Procedure. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements as amendments to the Declaration, as set forth in Paragraph 13 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of St. Joseph County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

Section 11.02. Amended and Restated By-Laws. An amended and restated By-Laws, containing the original By-Laws and all amendments theretofore made, may be executed any time or from time to time by a majority of the then Board of Directors and shall, upon recording in the office of the Recorder of St. Joseph County, Indiana, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original By-Laws and the various amendments thereto.

ARTICLE XII.

Mortgages

Section 12.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary thereof and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these By-Laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled to vote by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

Section 12.02. Notices To Mortgagees. The Association shall promptly provide to any Mortgagee of whom the Association has been provided notice under Section 12.01 of these By-Laws notice of any of the following:

(a) Any proposed termination of the Regime or any condemnation or casualty loss that affects either a material portion of The Cascade Condominiums or the Condominium Unit securing its mortgage;

(b) Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Condominium Unit on which said Mortgagee holds a mortgage, if said delinquency continues for more than sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees; and,

(e) Any proposed amendment of the Organizational Documents effecting a change in (i) the boundaries of any Condominium Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Areas or Limited Areas appertaining to any Condominium Unit or the liability for Common Expenses appertaining thereto, (iii) the Percentage Vote appertaining to a Condominium Unit or (iv) the purposes for which any Condominium Unit or the Common Areas are restricted.

Section 12.03. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement or as such Assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 6.02 hereof.

Section 12.04. Financial Statements. Upon the request of any Mortgagee, the Association shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to Section 10.05 of these By-Laws.

ARTICLE XIII.

Miscellaneous

Section 13.01. Membership Certificates. Each Member may receive a certificate from the Association, signed by the President or Vice President, and Secretary or Assistant Secretary, stating that he is a member of the Association. Such certificates shall be non-transferable and a Member's certificate shall become void and of no force and effect upon sale by a Member of his Condominium Unit. Such membership certificates shall be in a form and style determined by the Board.

Section 13.02. Personal Interests. No Member shall have or receive any earnings from the Association, except a Member who is an officer, director or employee of the Association may receive fair and reasonable compensation for his services as officer, director or employee or be reimbursed for actual expenses incurred in the performance of his duties, all as determined by the Board, and a Member may also receive principal and interest on monies loaned or advanced to the Association as provided in the Statute.



Wharf Partners, LLC