

AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
MUSTIN'S SCATTERFIELD VILLAGE,  
SECTIONS SIX, SEVEN AND EIGHT,  
A PLANNED UNIT RESIDENTIAL DEVELOPMENT

THIS AMENDED AND RESTATED DECLARATION, is made as of September 27, 2001, by the owners of Lots in MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT, hereinafter named.

**WITNESSETH:**

WHEREAS, a certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MUSTIN'S SCATTERFIELD VILLAGE, SECTION FIVE, A PLANNED UNIT RESIDENTIAL DEVELOPMENT was made and recorded April 29, 1991, as Instrument No. 9113524, Records of Madison County, Indiana; and

WHEREAS, the said Declaration was made applicable to the Lots in MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT, by that certain ACCEPTANCE OF DECLARATION, executed by all holders of lots in said Sections Six, Seven and Eight, and recorded as Instrument No. 9800301, Records of Madison County, Indiana; and

WHEREAS, the owners of the Lots in said MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT, met as such owners, and as members of the MUSTIN'S SCATTERFIELD VILLAGE HOMEOWNERS ASSOCIATION, INC., on September 27, 2001 for the purpose of amending, revising and restating said declaration, and the proposed amendments to Declaration and By-Laws were duly voted on and approved by a vote of 61 (in favor), 2 (opposed), and 5 (not voting), with a single vote allowed per Lot, which is in excess of the Eighty (80%) Per Cent majority required for the amendment of the same; and

**NOW THEREFORE**, the Lot owners of the various lots in said MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT hereby execute this AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT, A PLANNED UNIT RESIDENTIAL DEVELOPMENT, for the purpose of fully and formally effectuating the prior vote and action, and so that the revised declaration may be duly placed of record in the Records of Madison County, Indiana, superceding both the original

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF MUSTIN'S SCATTERFIELD VILLAGE, SECTION FIVE, A PLANNED UNIT RESIDENTIAL DEVELOPMENT, recorded April 29, 1991, as Instrument No. 9113524, and the ACCEPTANCE OF DECLARATION, recorded as Instrument No. 9800301, Records of Madison County, Indiana; and it is hereby declared that all of the Real Estate described therein and herein shall be held, sold and conveyed subject to the following maintenance easements, covenants, restrictions, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in such Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Declarant" shall mean and refer to H.F. DELPH, JOHN CLARK REALTY, LAWRENCE E. JOHNSON, ROBERTA L. JOHNSON, and MUSTIN BUILDERS, INC., their successors and assigns, and shall inure to the benefit of each owner thereof.

Section 2. "Association" shall mean and refer to Mustin's Scatterfield Village Homeowners Association, Inc., its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Real Estate, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Dwelling" shall mean and refer to a single family residence erected on a Lot and shall be used by the Owner or a contract purchaser and his immediate family.

Section 5. "Real Estate" shall mean and refer to the real property described in Exhibits "A and B."

Section 6. "Lot" shall mean and refer to each of the sixty-eight (68) parcels of land which comprise Mustin's Scatterfield Village, Sections Six, Seven, and Eight, and are more particularly described on the annexed Exhibit B. Each lot is improved by a dwelling constructed as a one-half duplex unit attached to the dwelling on the adjacent lot.

Section 7. "Maintenance Easement" shall refer to the dedicated easements set forth in the plat of MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT, A PLANNED UNIT RESIDENTIAL DEVELOPMENT, A REPLAT OF A PART OF MUSTIN'S

SCATTERFIELD VILLAGE SUBDIVISION, SECTION FIVE, as recorded in the Recorder's Office of Madison County, Indiana and which shall inure to the benefit of the Owners and the Association, as well as the following maintenance easement (listed as Exhibit B in the original declaration):

The right of ingress and egress to and across all Lots located on the Real Estate. The easement of ingress and egress shall include the right of the Association to carry out the purposes, rights and duties of the Association under the terms of the Declaration, including but not limited to, the right to perform exterior maintenance under Article V of the Declaration and to remove or correct violations of Article IX of the Declaration.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Association Easements of Use. The Association shall have all rights in and to the Maintenance Easement which shall be a covenant running with the land and to the Association. The title to every Lot shall be subject to the Maintenance Easement. The Association shall have, among other rights granted it under this Declaration, the right to:

- (a) use the Maintenance Easement for the benefit of the Owner;
- (b) suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

Section 2. Real Estate Subject to Declaration. The Real Estate which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in Madison County, State of Indiana, and is more particularly described in Exhibits "A and B" attached hereto and by this reference made a part hereof.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment, as defined in Article IV, Section 1, shall be a member of the Association. For purposes of determining classes of membership, a Class A Member shall be the Owner of any conveyed Lot upon which a Dwelling has been constructed, and a Class B Member shall be the Owner of any un conveyed Lot which

does not contain a Dwelling, and each reference to a Lot in Section 2 (a) or 2 (b) of this Article shall be deemed to be a conveyed Lot containing a Dwelling or an unconveyed Lot respectively.

Section 2. The Association shall have two (2) classes of Membership.

(a) Class A. Every person, group of persons or entity, other than the Declarant, who is a record Owner of a fee interest in any Lot which is or becomes subject, by covenants of record, to assessment by the Association, shall automatically be a Class A Member of the Association; provided, however that any such person, group of persons or entity who holds such interest solely as security of the performance of an obligation shall not be a member. This membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. A Class A Member shall be entitled to One (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entities is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant who shall be entitled to five (5) votes for each Lot owned which does not contain a Dwelling. The Class B Membership shall cease and be converted to a Class A Membership when the total votes outstanding of Class A Membership equal the total votes outstanding in Class B Membership.

(NOTE: There are no longer any class B members as of September 27, 2001.)

#### ARTICLE IV

#### COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

#### CLASS A & CLASS B MEMBERS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Real Estate, upon which is located a completed dwelling, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessment to be established and collected as hereinafter provided. At the time of the amendment and restatement of this Declaration, there are SIXTY-EIGHT (68) Lots within the Real Estate for purposes of determining the total number of assessments payable by each Class A Member. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property

against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and the personal obligation for delinquent assessments shall pass to his successors in title.

Section 2. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for such improvements and maintenance on the Properties, as required under Article V of this Declaration.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments for a Lot owned by a Class A Member shall commence on the first day of the month following the initial conveyance of a Lot to a Class A Member. The annual assessment for a Lot owned by a Class B Member, and upon which is located a completed dwelling, shall commence when such Lot is sold or occupied by someone other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment for Class A and Class B Members against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment for Class A and Class B Members shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 4. Rates of Assessment. Both annual and special assessments for Class A and Class B Members shall be determined by the Board of Directors prior to January 1 of each year that such assessment shall be levied on each Lot. Assessments shall be paid and collected on a quarterly basis commencing with the January 1 payment for each successive year. There shall be no assessment for any unimproved Lot.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Lots including fixtures, landscaping and personal property related thereto, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Section 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 6

shall be sent to all Class A and Class B Members not less than thirty (30) days nor more than sixty (60) days in advance of this meeting. At the first such meeting called, the presence of Class A and Class B Members or of proxies entitled to cast sixty percent (60%) of all the votes of the Class A and Class B Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment for a Class A or Class B Membership not paid within fifteen (15) days after the due date shall accrue a late fee of \$25.00. If any assessment is not paid within thirty (30) days of its due date, both the assessment and the late fee shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The personal obligation for delinquent assessments shall pass to his successors in title.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V

### EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance (caused by normal depreciation) upon each Lot which is subject to assessment hereunder for the repair, replacement and care of roofs, gutters, privacy fences, downspouts, retaining walls and supporting structures, shrubs originally supplied by builder, exterior painting, the mowing of grass, and removal of snow from walks and driveways. Owners shall be responsible for all other exterior maintenance and repair and replacement of doors, windows, additional landscaping and all other improvements on the property. In the event the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent act of the family, guests or invitees of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. Any loss, casualty or otherwise to a

dwelling, other than normal depreciation, shall be repaired or replaced at owner's sole expense from insurance proceeds, if applicable.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwelling upon the Properties and placed on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rule of law of the State of Indiana regarding party walls and liability for property damage due to negligence of willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under the rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors to title.

Section 6. Arbitration. In the event of any dispute arising concerning party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be conclusive presumption that any violation or breach of or any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date of recording of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each.

Section 4. Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than eighty percent (80%) of all of the Lot Owners, and thereafter by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of all of the Lot Owners. Any amendment must be recorded in the Office of the Recorder of Madison County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless made and recorded six (6) months in advance of the effective date of such amendment, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Easement herein created. Any objections based upon failure to receive notice of the proposed agreement must be raised within the six (6) month period following recordation.



## ARTICLE VIII

### MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot of any obligation of the Owner under the Declaration, the By-laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

Section 2. Rights of First Refusal. No first mortgagee, its successor or assign, of a Lot who comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, a deed or assignment taken in lieu of foreclosure shall be subject to any rights of first refusal which the Owner may have given to the Association or other Owners of the Lots.

Section 3. Rights of Mortgagee. Unless at least eighty percent (80%) of the first mortgagees (based upon one vote for each first mortgage owned), or the Class A Members have given their prior written approval, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the properties or Common Easement or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties by the Association shall not be deemed a transfer within the meaning of this clause.

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or owner.

(c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Lots, the exterior maintenance of the Lots, the maintenance of the party walls or common fences, driveways or the upkeep of lawns and plantings in the Properties.

(d) fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost).

(e) use hazard insurance proceeds for losses to any property for other than repair, replacement or reconstruction of such improvements.

Section 4. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

Section 5. Condemnation. No owner or any other person shall have priority of any rights of mortgagees of the Lots of insurance proceeds or condemnation awards for losses to or taking of the Common Easements.

## ARTICLE IX

### HARMONY AND ENVIRONMENTAL CONTROLS

Section 1. Architectural Control Committee. Except for original construction or as otherwise provided herein, no building, fence, sidewalk, drive, walk, other structure, vegetation or landscaping shall be erected, placed, altered, maintained or planted upon the Real Estate nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall be deemed sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given, except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished for the Board of Directors or architectural control committee for its records. In the event the Board of Directors or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Real Estate without the prior written approval of the architectural control committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot, within any Dwelling situated upon a Lot, nor shall anything be done therein or hereon which may be or become an annoyance or nuisance to the neighborhood or the other owners of the Lots.

(b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Real Estate, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets, provided that they are not kept, bred or maintained for commercial purposes. Said household pets shall not be housed outside or allowed to run loose.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot.

(d) Except as otherwise provided, no junk vehicle, commercial vehicle, trailer, truck, camper, snow vehicle, truck camper, house trailer, boat or the like, shall be kept upon the Properties nor (except for bona-fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

(f) No trees or shrubs shall be removed from any portion of the Real Estate without written approval of the Association acting through its Board of Directors or duly appointed committee.

(g) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other out-building shall be used on any portion of the property at any time.

(h) Except for entrance signs, directional signs, community "theme" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated upon the Real Estate, provided, however, if specifically permitted by a written regulation adopted by the Board of Directors.

(i) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities of which may change, obstruct or retard direction or flow of any drainage channels.

(j) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors.

(l) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-laws authorized to adopt such rules.

(m) In addition to the foregoing restrictions, all covenants and restrictions contained in the Plat as to the use of the Real Estate are incorporated by reference herein as restrictions of this Declaration.

(n) No construction, other than original construction, or replacement of original construction as approved by the Board of Directors, on the Lot shall be permitted.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein deemed as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

## ARTICLE X

### INSURANCE

Section 1. Association's Requirements. The association shall purchase broad form Comprehensive Liability coverage in such amounts and in such forms as the Board of Directors shall deem appropriate. Such coverage shall be issued in the name of the members of the Association as additional insured and evidence thereof shall be furnished to each additional insured. Coverage under this policy shall include, but not be limited to, legal liability of the Association for bodily and personal injuries, property damages, operation of motor vehicle on

behalf of the Association and operations and maintenance as may be required under this Declaration.

Section 2. Owners' Requirements. Each Owner, and not the Association, shall have the responsibility of obtaining and keeping in full force and effect, at his sole expense, on his dwelling unit, standard fire and extended coverage insurance to assure full replacement of the unit, and broad form Comprehensive Liability. The Association shall be named as an additional insured on the policy, for the purpose of assuring that the Association receives notice of the existence of the insurance, and the possible lapse thereof, and for the purpose of assuring that the proceeds of any loss are used to rebuild the unit, in conformity with these By-Laws, but none of the Homeowner's Liability insurance shall inure to the benefit of the Association.

In the event of any loss, casualty or otherwise, to a unit, the owner shall repair or replace the same, at his sole expense, and the proceeds of the casualty insurance shall be used solely to repair or replace the unit, unless both unit owners in the affected building and this Association all agree not to rebuild

Section 3. [Deleted.]

**IN WITNESS WHEREOF**, the undersigned, the owners of Lots in MUSTIN'S SCATTERFIELD VILLAGE, SECTIONS SIX, SEVEN AND EIGHT, hereinafter named, have executed this instrument effective as of September 27, 2001.

[signatures begin on the next page]