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*Steven R. Crist  
9013 East 46th  
Highland Co 46322*

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DECLARATION OF CONDOMINIUM

This Declaration of Condominium affects the land and all improvements thereon of a Condominium to be known as NICHOLE CONDOMINIUM, lying and being in the County of Lake and State of Indiana, and hereinafter referred to as the "Property" and described as follows:

DULY ENTERED FOR TAXATION

MAR 7 1980

*28-415-3*  
*File Print*  
REGISTRAR LAKE COUNTY

This Document is the property of the Lake County Recorder. The east 10 feet by recorded lines as measured along the south right-of-way line of Camellia Drive, of Lot 1 in Fairmeadow 30th Addition, Block 1 to the Town of Munster as shown in Plat Book 47, page 80 in Lake County Indiana

STATE OF INDIANA, S. NO. LAKE COUNTY, REC'D. RECORD.  
MAR 7 12 35 PM '80  
WILLIAM BRILSKII JR  
REC'D. PHOEN

RECITALS, INTENT AND PURPOSES

WHEREAS, by this Declaration, it is intended that the above-described real estate, hereinafter referred to as the "Property", in accordance with the provisions herein contained, shall nevertheless be subject to the benefits and burdens of a condominium and subject to the "Horizontal Property Law" of the State of Indiana, being Acts of 1963, Ch. 349, Section 1, as amended; and

WHEREAS, Robert Bruno, hereinafter referred to as the "Developer", as equitable owner, and The First Bank Of Whiting, as Trustee under a Trust Agreement dated August 2, 1977 and known as Trust No. 1339, as owner of the fee simple of the Property, have plans to convert the eight (8) apartments erected on the Property into eight (8) condominium apartments together with garages and other appurtenances and facilities, all as hereinafter described,

AND, it is the intention of the Developer to subject the Property to the terms, provisions, and conditions contained in this Declaration of Condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment and an undivided interest in and to all of the Property that remains other than the apartments; and

WHEREAS, notwithstanding such separation of title, however, the owners, by placing the condominium plan into effect, will own with others common area property, including, without intending to limit the same to such elements thereof as the garages, driveways, landscaped areas and related facilities used and controlled in a manner consistent both with the needs and desires of the residents and the community in which the property is located; and

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Directors shall have the right and duty to effect the purposes of the Condominium; NOW THEREFORE,

*For Plat Plan of Nichole Condo see document 576396  
and Plat book & Page 851 page 10*

576397

**DECLARATION**

Developer hereby declares on behalf of itself, its successors, grantees and assigns to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property and the property of the recording of this Declaration in the Office of the Recorder of Lake County, Indiana, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated, amended, or abandoned in accordance with the provisions herein elsewhere contained.

**I. DEFINITIONS.**

**A. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this article provided.**

**1. Condominium Unit or Apartment: an enclosed space consisting of one or more rooms occupying all or a part of a floor or floors in a building of one or more floors or stories and designed for residential use and separately described and designated on the floor plans filed in the Office of the Recorder of Lake County, Indiana.**

**2. Condominium Unit or Apartment Owner or Co-owner: may be either a natural person or persons, a corporation, or a Trustee, who owns an apartment within the building in fee simple and an undivided interest in fee simple estate of the common and limited common areas and facilities in the percentage specified in the establishment of this Declaration.**

**3. Assessment: that portion of the cost of maintaining, repairing, and managing the Property which is to be paid by each co-owner, which respective portions, except as herein specifically otherwise provided, are set forth in Exhibit "A", annexed hereto and made a part hereof, or in the Articles of Incorporation and the By-Laws of the Association.**

**4. Association: the NICHOLE CONDOMINIUM ASSOCIATION, INC. and its successors, a corporation not for profit, organized under the laws of the State of Indiana, and copies of the Articles of Incorporation and of the By-Laws of said corporation are annexed hereto and made a part hereof as Exhibits "B" and "C" respectively.**

**5. Building: the entire structure located on the Property which has been built substantially in accordance with Exhibit "A" filed with the Recorder of Lake County, Indiana, and containing eight (8) apartments.**

**6. Common Areas and Facilities: means and includes:**

- a. The land on which the building is located;
- b. The foundation, columns, girders, beams, supports, walls and roofs;
- c. The yards, service drive, streets, entry walls, common lights, and walks;

576398

d. Facilities and installations providing electricity, sanitary and storm sewers, water and communication lines;

e. All other parts of the property necessary and convenient to its existence, maintenance and safety, or normally in common use.

7. Common Expenses: the actual and estimated cost of:

a. Maintenance, management, operation, repair and replacement of the common areas and facilities and limited common areas and facilities and those parts of the apartments as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

b. Management and administration of the Association, including without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys, and other employees, if any;

c. All sums lawfully assessed against the apartment owners by the Association;

d. Expenses agreed upon as common expenses by the Association;

e. Any other items held by or in accordance with other provisions of this Declaration, the Condominium Documents, or required by statute.

8. Common Profit: the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

9. Condominium Documents: this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit A - "Floor Plans": Site plan with typical floor plan including the first and second stories, together with an apartment plan and the shares of interest attributed to the respective apartments, prepared by Alfred Torrenge, P.E. and filed for record in the Office of the Recorder of Lake County, Indiana on the 7<sup>th</sup> day of March 1980  
Number: 576398 as Instrument

Exhibit B - "Articles of Incorporation of NICHOLE CONDOMINIUM ASSOCIATION, INC."

Exhibit C - "By-Laws of NICHOLE CONDOMINIUM ASSOCIATION, INC."

Exhibit D - Rules and Regulations of said Association

Exhibit E - Deed Form

10. Declaration: this instrument by which the property is submitted to the provisions of the Horizontal Property Law of the State of Indiana and as such Declaration from time to time may be lawfully amended and supplemented by and including therein the additional property heretofore described under Recitals, Intents and Purpose.

576399

11. Developer: Robert Bruno, his assigns and successors.

12. Limited Common Areas and Facilities: means and includes those common areas and facilities designated in the Declaration as reserved for use of a certain apartment or apartments to the exclusion of the other apartments, and shall include the following:

a. The garage space set forth on Exhibit "A" and designated so as to correspond to the number of the apartment to which such garage space is a limited common area, except that area in the garage space that is delineated as common areas in Exhibit "A", and

b. The corridors, stairs and entrances, and exits and furnace areas designed to serve several apartments within a portion of each building.

c. Where there is attached to or abutting an apartment a porch or balcony, serving only such apartment, that porch or balcony shall be reserved for the use of the owners of the apartment so served.

d. The utility rooms and furnace room as set forth on Exhibit "A" are limited common areas. Such areas are designated so as to correspond to the number of the apartments to which such room is a limited common area; provided however, that reserved to the Association, its employees and invitees are easements for ingress, egress, repair, maintenance, and inspection as to the furnace room.

13. Majority: the apartment owner or co-owners with 51% or more of the votes in accordance with the percentages assigned in the Declaration to the apartments for voting purposes.

14. Plans and Specifications: the plans referred to in Article I, subparagraph 9. as Exhibit "A" hereof.

15. Person: a natural person, or natural persons, a corporation or trustee capable of holding title to real property.

16. Property: means and includes the land, building, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto.

17. Share: the percentages attributed to each apartment as set forth in Exhibit "A".

## II. USE OF COMMON AND LIMITED COMMON AREAS AND FACILITIES.

A. The common and limited common areas and facilities shall be used in accordance with and subject to the following provisions:

1. Covenant against Partition. In order to effectuate the intent hereof and to preserve the condominium and the condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the building is no longer tenable, whichever first occurs.

576398

2. Rules and Regulations Promulgated by Association. No person shall use the common areas or facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees and servants. Said Rules and Regulations shall be subject to change, amendment or rescission by action of the Board of Directors.

3. Repair of Common and Limited Common Areas and Facilities. Maintenance, repair, management and operation of the common and limited common areas and facilities shall be the responsibility of the Association, but nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Article and as are approved by the Board of Directors of the Association.

4. Collection of Expenses. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the common and limited common areas and facilities shall be collected from apartment owners as assessed, in accordance with provisions contained elsewhere herein.

5. Use of Common and Limited Common Areas and Facilities. Subject to the rules and regulations from time to time pertaining thereto, all apartment owners may use the common areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other apartment owners. All apartment owners having an interest in the limited common areas and facilities may use such areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other apartment owners having an interest therein.

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the common and limited common areas and facilities as may be deemed necessary, provided the making of such alterations and improvements are first approved by the Board of Directors of the Association, and if required by law or contract, the approval of the first mortgagees of individual units shall be obtained. In the event apartment owners or co-owners request that alterations or improvements be made, the cost of making such alterations and improvements shall be assessed as common expenses, unless in the judgment of not less than eighty percent (80%) of the Board of Directors, such alterations and improvements are exclusively or substantially exclusively for the benefit of the apartment owner or owners requesting the same, in which case such requesting apartment owners or co-owners shall be assessed therefor in such proportions as they approve jointly and failing such agreement, in such proportions as may be determined by the Board of Directors of the Association.

7. Shares of Apartment Owners. The shares of the apartment owners in the common and limited common areas and facilities shall be as stated in Exhibit "A" annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the apartment owners and first mortgagees of such owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

576399

8. Interest in Common Areas and Facilities. The share of an apartment owner in the common and limited common areas and facilities is appurtenant to the apartment owned by him, and inseparable from apartment ownership.

III. MAINTENANCE AND REPAIR OF APARTMENT.

A. By the Association - The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Apartment which contribute to the support of the Building, excluding, however, plaster or drywall on interior walls and ceilings, and floor surfaces, and including, without intending to limit the same to, outside walls of the building, including glass, structural slabs, walls of the building, walls of the limited common areas and facilities and that part of the wall between apartments (excepting plaster or drywall and floor surfaces), and load-bearing walls;

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility, communication and television services which may be contained in the apartment or the utility room assigned to each apartment, but excluding therefrom appliances, plumbing fixtures, hot water tank, and heating and air conditioning units.

3. All of the electrical system up to but not including the circuit breaker panel of each apartment; and the owner shall be responsible for the electrical system from and including said panel, and

4. All incidental damage caused to an apartment by such work as may be done or caused to be done by the Association in accordance herewith.

B. By the Apartment Owner - The responsibility of the apartment owner shall be as follows:

1. To maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; provided that the Owner shall secure the prior written approval of the Association as to the person, firm or corporations selected by the Owner to perform the maintenance, repair or replacement on behalf of the Owner;

2. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;

3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained;

4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;

5. Not to make any alterations in the portions of the apartment or the building which are to be maintained by the Association or to remove any portion thereof, or make any additions or

576398

alterations thereto, including the removal, without replacing, of carpeting, or to do any thing which would or might jeopardize or impair the safety, soundness or soundproofing of the building without first obtaining the written consent of the Board of Directors of the Association and if required by law or contract, the first mortgagee of the individual unit, nor shall any apartment owner impair any easement without first obtaining the written consents of the Association and of the apartment owner or owners for whose benefit such easement exists.

C. Limitation as to Damages - Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

IV. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS.

A. Real Property. Each apartment, together with the space within it as shown on the plans attached hereto as Exhibit "A" and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

B. Boundaries. Each apartment shall be bounded as to both horizontal and vertical boundaries as shown on the plans attached as Exhibit "A", subject to such encroachments as are contained in the building whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

1. Horizontal Boundaries:

- a. the face surface of the plaster or drywall ceiling above and abutting the apartment;
- b. the top of the subflooring below and abutting the apartment.

2. Vertical Boundaries:

- a. the face surfaces of the plaster or drywall boundary walls of each apartment.

C. Appurtenances. Each apartment shall include and the same shall pass with each apartment as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of an apartment owner in the property, which shall include but not be limited to:

1. Common and Limited Common Areas and Facilities. An undivided share of the common and limited common areas and facilities, such undivided share to be in that portion set forth in Exhibit "A";

2. The hot water heater, heating and air conditioning units including ducts and lines, which units are located as delineated and set forth in Exhibit "A";

576398

3. Easements for the benefit of the apartment;

4. Association membership and funds and assets held by the Association for the benefit of the apartment owner;

5. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other apartments;

6. In addition to and not in derogation of the ownership of the space described on the plans attached hereto as Exhibit "A", an exclusive easement for the use of the space not owned by the apartment owner and which is occupied by the apartment, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenatable;

7. The following easements from each apartment owner to each other apartment owner and to the Association:

a. Ingress and Egress. Easements through the common areas and facilities for ingress and egress for all persons making use of such common areas and facilities in accordance with the terms of the Condominium Documents.

b. Maintenance, Repair and Replacement. Easements through the apartments and common areas and facilities for maintenance, repair and replacement of the apartments and common areas and facilities. Use of these easements, however, for access to the apartments shall be limited to reasonable hours, except that access may be made at any time in case of emergency.

c. Structural Support. Every portion of an apartment which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common and limited common areas and facilities.

d. Utilities. Easements through the apartments and common areas and facilities for all facilities for the furnishing of utility and communication services within the building, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an apartment shall be only substantially in accordance with the plans of the building.

e. Emergency Easements of Ingress and Egress. Easements over all porches and through windows whenever reasonably required for emergency ingress and egress. Apartment owners shall install or allow to be installed locks, security devices or other things which will or might impair such easements only in accordance with the rules and regulations as may be promulgated by the Association.

#### V. USE RESTRICTIONS.

A. In order to provide for a congenial occupation of the Building and to provide for the protection of the values of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

1. Use of Apartments. The apartments shall be used for single-family residences only.



576398

2. Use of Common and Limited Common Areas and Facilities. The common areas and facilities shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the apartments.

3. Approval by Association. No apartment shall be occupied by any person not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, its residence address and three business and three social references, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XVII hereof.

4. Nuisances. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residences or which interferes with the peaceful possession and proper use of the property by its residents.

5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

6. Interpretation. In interpreting deeds, mortgages and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

7. Regulations. Regulations concerning use of the property may be promulgated by the Association by and through the action of the Board of Directors as hereinabove set forth; provided, however, that copies of such regulations are furnished to each apartment owner prior to the time that the same become effective. The initial regulations are attached hereto and made a part hereof as Exhibit "D". Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

#### VI. CONVEYANCES.

A. The sale, leasing and mortgaging of apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein elsewhere contained, or until the building is no longer tenatable, whichever first occurs.

1. Sale or Lease. No apartment owner may dispose of an apartment or any interest therein by sale or by lease without approval of the Board of Directors of the Association, except as

576398

elsewhere provided herein, which approval of the Association shall be obtained in the manner hereinafter provided.

a. Notice to Association. An apartment owner intending to make a sale or a lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by purchaser or lessee produced by the Association as hereinafter provided, that the apartment owner believes the proposal to be bona fide in all respects.

b. Election of Association. Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The apartment owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association.

2. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, federal savings and loan association or state savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association.

## VII. ADMINISTRATION.

A. The administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

1. Organization of Association. The Association shall be incorporated under the name of NICHOLE CONDOMINIUM ASSOCIATION, INC. as a corporation not for profit under the laws of the State of Indiana under Articles of Incorporation of which a copy is attached as Exhibit "B".

2. By-Laws of Association. The By-Laws of the Association shall be in the form attached as Exhibit "C" until such are amended in the manner therein provided.

3. Powers of Association. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this

576398

Declaration shall prevail and the Apartment Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

4. Notices. Notices or demands, for any purpose, shall be given by the Association to apartment owners and by apartment owners to the Association and other apartment owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

5. Title to Funds. All funds and the titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the apartment owners for the purposes herein stated.

6. Use of Income. All income received by the Association from the rental or licensing of any part of the common areas and facilities (as well as such income anticipated) shall be used for the purpose of reducing prospective common expenses prior to establishing the annual assessment for common expenses.

#### VIII. INSURANCE.

A. The insurance which shall be carried upon the property shall be governed by the following provisions:

1. Authority to Purchase. All insurance policies upon the property (except as hereinafter provided, but including fire and extended coverage for each apartment, the common and limited common areas) shall be purchased by the Association for the benefit of the apartment owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the apartments or any of them and, if insurance companies agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Insurance Trustee, (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. Apartment Owners. Each apartment owner may obtain insurance, at his own expense, affording coverage upon his personal property and the contents of the apartment and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII. A. 1. hereof (if the same is available) and must be obtained from the insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

576398

3. Coverage.

a. Casualty. The building, the apartments, and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to, vandalism, malicious mischief, windstorm and water damage;

b. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages;

c. Workmens' Compensation policy to meet the requirements of law;

d. All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

5. Beneficiary of Policies. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to The First Bank Of Whiting, as Trustee, or to any other bank in Indiana with trust powers as may be approved by the Association. Such Trustee or any other bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.

a. Common Areas and Facilities. Proceeds on account of damage to common areas and facilities -- that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit "A".

b. Apartments. Proceeds on account of apartments shall be held in the following undivided shares:

576398

i) Partial destruction when the building is to be restored -- for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each apartment owner shall be bound by and the Insurance Trustee may rely upon such certification.

ii) total destruction of the building or where the building is not to be restored -- for all apartment owners, the share of each being that share set forth in Exhibit "A".

c. Mortgages. In the event a mortgagee endorsement has been issued to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their respective interests may appear.

6. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:

a. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by it.

b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by it.

c. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution. Upon request of the Insurance Trustees, the Association forthwith shall deliver such certificate.

**IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE.**

A. If any part of the common areas and facilities shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial. Partial destruction, which shall be deemed to mean destruction which does not render two-thirds or more of the apartments untenable -- shall be reconstructed or repaired unless at a meeting of the members of the Association which shall be called

576398

prior to commencement of such reconstruction or repair, the owners unanimously agree otherwise.

**2. Total.** Total destruction, which shall be deemed to mean destruction which does render two-thirds or more of the apartments untenantable -- shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within 30 days thereafter, two-thirds (2/3rds) or more of the co-owners vote at a meeting called for such purpose to reconstruct or repair.

**3. Reconstruction.** Any such reconstruction or repair shall be substantially in accordance with the plans and specifications for the original construction.

**4. Continuation of Encroachments.** Encroachments upon or in favor of apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the apartment owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

**5. Certificate.** The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

**B. Responsibility.** If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty; provided that the Insurance Trustee shall make available to such apartment owner the proceeds of any insurance received by the Insurance Trustee as to the coverage afforded for the apartment so damaged only. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

**1. Estimate of Costs.** Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

**2. Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the apartment owners in sufficient amounts to provide funds to pay the estimated costs. If at any time during construction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owner, or in the event damage is limited to a single apartment owner and such owner fails to make the necessary repairs, then assessments for the repairs and reconstruction necessary as to the specific apartments involved, shall be levied against the owner or owners of the apartment or apartments involved.

576398

**3. Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against Apartment Owners, shall be disbursed in payment of such cost in the following manner:

**a. Association.** If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred, the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

**b. Insurance Trustee.** The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- i) Apartment Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the apartment owner may direct, or if there is a mortgagee endorsement, then to such payees as the apartment owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment owner to make such reconstruction or repair.
- ii) Association -- Lesser damage.** If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- iii) Association -- Major damage.** If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon

576398

approval of an architect qualified to practice in Indiana and employed by the Association to supervise the work.

iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the apartment owners and their mortgagees who are the beneficial owners of the fund.

v) When the damage is to both common areas and limited common facilities and to apartments, the insurance proceeds shall be applied first to the costs of repairing the common areas and limited common facilities and the balance to the apartments in the shares above stated.

4. Insurance Adjustments. Each apartment owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one apartment, subject to the rights of mortgagees of such apartment owners.

X. TAXES AND SPECIAL ASSESSMENTS.

A. Assessment of Taxes. Taxes, assessments, sanitary sewer surcharges, and other charges of the State of Indiana, or any political subdivision, or of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each individual apartment and shall be paid by each owner.

B. Payment by Association. During the period of time the taxes and special assessments and other charges upon the property or any portion thereof are not assessed to individual apartment owners as aforesaid, the taxes, assessments, sanitary sewer surcharges and other charges not separately assessed to apartment owners shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each apartment owner in accordance with the percentage of ownership specified herein.

XI. ASSESSMENTS.

A. Assessments against the apartment owners shall be made or approved by the Board of Directors of the Association and paid by the apartment owners to the Association in accordance with the following provisions:

1. Share of Expense. Common Expenses -- Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in a like share.



576398

**2. Assessments other than Common Expenses.** Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the apartment owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.

**3. Accounts.** All sums collected by the Association from assessments may be commingled in a single fund but they shall be held for the apartment owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

a. **Common Expense Account** -- to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of common areas and facilities.

b. **Alteration and Improvement Account** -- to which shall be credited all sums collected for alteration and improvement assessments;

c. **Reconstruction and Repair Account** -- to which shall be credited all sums collected for reconstruction and repair assessments;

d. **Emergency Account** -- to which shall be credited all sums collected for emergencies.

**4. Assessment for Common Expenses.** Assessments for common expenses shall be made on the basis of a calendar year, or for a fiscal year of twelve (12) consecutive months, as the Board of Directors may determine for the proper management, maintenance and operation of the common areas and facilities. Such annual assessments shall be due and payable in four (4) equal quarterly payments and shall be due on the dates as may be determined by the Board of Directors. The total of the assessments shall be in the amount of the estimated common expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded common expense account balances. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments for common expenses shall be prorated in the event the apartment is initially occupied during a year in which assessment for common expenses are made.

**5. Other Assessments.** Other assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

**6. Assessments for Emergencies.** Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Board of Directors of the Association.

**7. Assessments for Liens.** All liens of any nature including taxes and special assessments levied by government authority which are a lien upon more than one apartment or upon any portion of the common areas and facilities, shall be paid by the Association as a common expense and shall be assessed against

576398

the apartments in accordance with the shares of the apartments concerned or charged to the common expense account, whichever in the judgment of the Board of Directors is appropriate.

8. Assessment Roll. The assessments against all apartment owners shall be set forth upon a roll of the apartments which shall be available in the Office of the Association for inspection at all reasonable times by apartment owners or their duly authorized representatives. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of an apartment owner's assessment account shall limit the liability of any person for whom made other than the apartment owner. The Association shall issue such certificates to such persons as an apartment owner may request in writing.

9. Liability for Assessments. The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common area and facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for the assessments coming due after acquisition of title and for that portion of due assessments prorated to the period after the date title is acquired. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

10. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon:

a. The apartment and all appurtenances thereto and shall constitute a lien from the time of assessment of such common expenses prior to all other liens except only

- i) tax liens on the apartment in favor of any assessing unit and special district; and
- ii) all sums unpaid on a first mortgage of record.

b. The Board of Directors shall perfect such lien by filing notice of the same within sixty (60) days from the date such assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanics' and material-men's liens. In such foreclosure, the delinquent owner may be required to pay a reasonable rental for the apartment and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect such delinquent assessment. The Association may, in addition to such foreclosure action, file suit to recover a money judgment for unpaid common expenses and such action shall not constitute a waiver of the lien securing such unpaid assessment.

c. If the Board of Directors determines to file foreclosure to collect such unpaid assessments, the Board of Directors acting on behalf of the Association shall have the power to bid in the apartment at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

576398

**11. Application of Payments.**

a. **Interest; Application of Payments.** Assessments and installments thereof paid on or before eight (8) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

b. **Suit and Collection Costs.** The Board of Directors of the Association at its option may enforce collection of delinquent assessments by actions at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and the delinquent owner shall be assessed interest at the rate of ten percent (10%) per annum and all costs, including collection fees, reasonable attorneys' fees, and the costs of the suit or proceedings.

**XII: COMPLIANCE AND DEFAULT.**

A. Each apartment owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

1. **Legal Proceeding.** Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved apartment owner.

2. **Liability of Owner.** All apartment owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

4. **No Waiver of Rights.** The failure of the Association or of an apartment owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or apartment owner to enforce such right, provision, covenant or condition in the future.

576398

5. No Election of Remedies. All rights, remedies and privileges granted to the Association or any apartment owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XIII. AMENDMENTS This Document is the property of the Lake County Recorder!

A. Except for alterations in the shares which cannot be done except with the consent of all apartment owners whose shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

1. Declaration. Amendments to the Declaration shall be proposed and adopted as follows:

a. Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by others. Directors and apartment owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) of the Directors and seventy-five percent (75%) of the apartment owners and their mortgagees.

c. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Lake County, Indiana. Copies of the same shall be sent to each apartment owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Association; Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XIV. TERMINATION.

A. The Condominium shall be terminated, if at all, in the following manner:

1. By Agreement. The termination of the Condominium may be effected by the agreement of all apartment owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the office of the Recorder of Lake County, Indiana.

2. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Recorder of Lake County, Indiana.

3. Shares of Apartment Owners after Termination. After termination of the Condominium, the apartment owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the apartment or apartments formerly owned by such apartment owners shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be as set forth in Exhibit "A". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the apartment owners and their first mortgagees in proportion to the amount of the assessments paid by each apartment owner. The costs incurred by the Association in connection with a termination shall be a common expense.

4. Sale after Termination. Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Association following a termination by not less than a three-fourths vote of the owners determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

5. Agents of Owners. The members of the Board of Directors acting collectively as agents for all apartment owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

**XV. COVENANTS RUNNING WITH THE LAND.**

A. All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

**XVI. LIENS.**

A. Protection of Property. All liens against an apartment other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.

576398

B. Notice of Lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

C. Notice of Suit. Apartment owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his apartment or any other part of the property, such notice to be given within five (5) days after the apartment owner receives notice thereof.

D. Effect. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

E. Register of Mortgages. The Association shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES.

A. Judicial Sales. No judicial sale of any apartment nor any interest therein shall be valid unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the office of the Recorder of Lake County, Indiana.

B. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.

C. Foreclosures. In the event proceedings are instituted to foreclose any mortgage on any apartment, the Association on behalf of one or more apartment owners, shall have the right to redeem from the mortgage for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Indiana and to bid upon said apartment at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the institution of foreclosure proceedings during which thirty (30) days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgage shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from

such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such apartment and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past-due assessment.

**XVIII. PROVISIONS PERTAINING TO DEVELOPER.**  
 This Document is the property of  
 the Lake County Recorder!

A. For so long as the Developer continues to own any of the apartments, subject to this Declaration, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations of an apartment owner to pay assessments as to each apartment owned by it, in accordance with the Condominium Documents.

1. Control by Developer. For so long as the Developer owns any of the apartments, a majority of the Board of Directors of the Association shall be elected by the vote of the Developer and such members as may be elected by the Developer need not be residents, or owners, of apartments.

2. Automatic Relinquishment of Control by Developer. Notwithstanding any other provision herein, the provision of Article XIII, subparagraph 1 shall automatically be deemed null and void and of no effect from and after January 1, 1983.

3. Absence of Warranty. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

**XIX. INVALID OR UNENFORCEABLE PROVISIONS.**

If any term, covenant, provision, phase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents.

**XX. APARTMENT DEEDS.**

Any transfer of an apartment shall include all appurtenances thereto whether or not specifically described.

**XXI. CAPTIONS.**

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or

576398

used in construing the effect or meaning of any of the text of the Condominium Documents.

**XXII. GENDER, SINGULAR, PLURAL.**

Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

**XXIII. SEVERABILITY.**

If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

**XXIV. CAPACITY OF TRUSTEE.**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The First Bank Of Whiting on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The First Bank Of Whiting, as Trustee under Trust No. 1339, has caused this instrument to be signed by its Vice President & Trust Officer, and attested by its Second Vice President, and its seal to be hereunto affixed this 4<sup>th</sup> day of March, 1980.

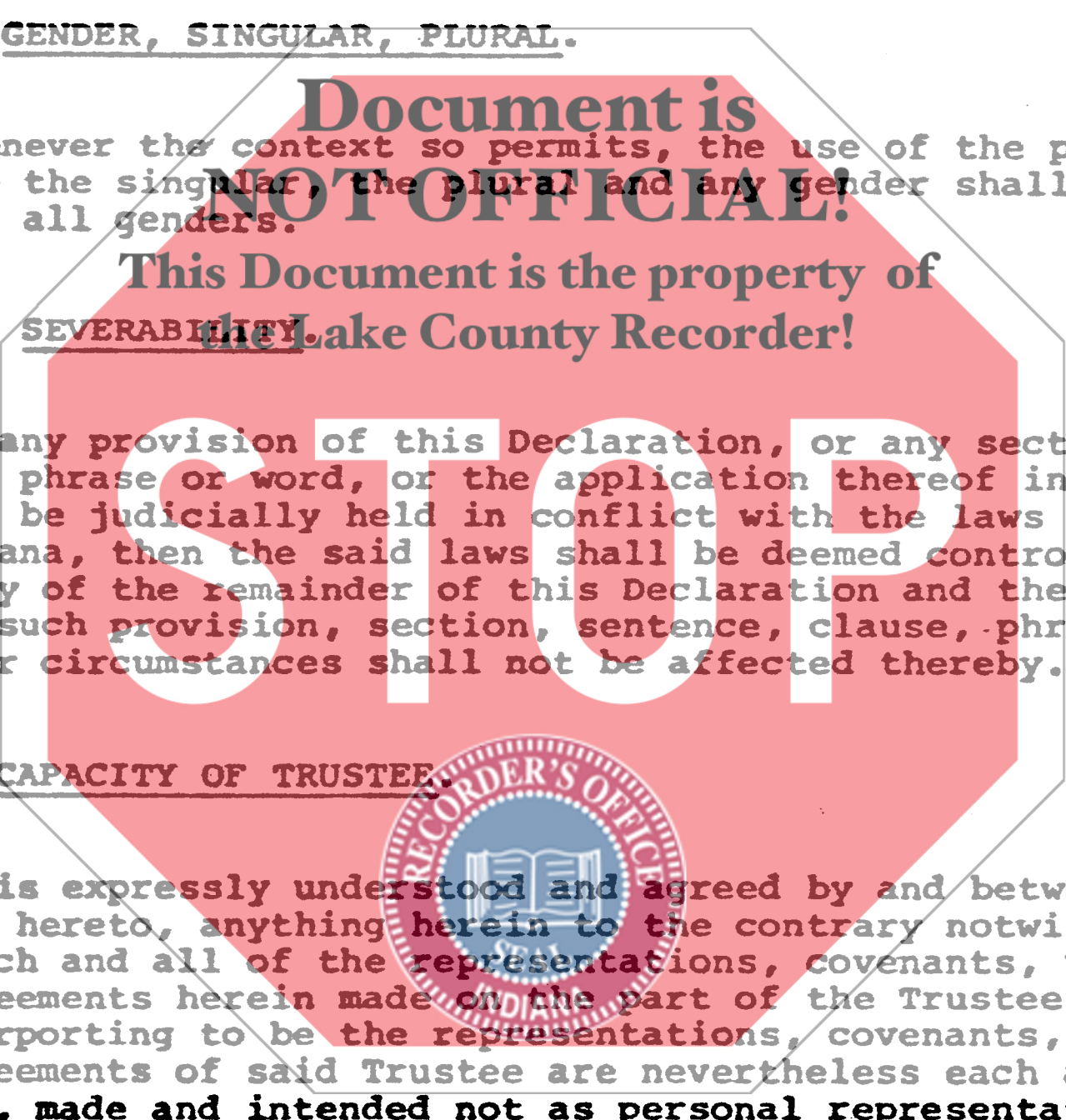
OWNER:

THE FIRST BANK OF WHITING, as Trustee under Trust No. 1339

By: [Signature]  
Vice President & Trust Officer

ATTEST:

By: [Signature]  
Second Vice President





576398

IN WITNESS WHEREOF, the Developer has executed this Declaration this 4 day of MARCH, 1980.



576398

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )



**Document is NOT OFFICIAL!**  
Before me, the undersigned Notary Public, in and for Lake County, State of Indiana, personally appeared Robert Bruno who acknowledged the execution of the foregoing instrument as his free and voluntary act.  
Dated this 4th day of March, 1980.

*Cathy L. Toran*  
Cathy L. Toran Lake County Resident  
Notary Public

My Commission Expires:  
4/12/80  
Resident of Lake County

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

ACKNOWLEDGMENT

Before me, the undersigned Notary Public, in and for Lake County, State of Indiana, personally appeared Dennis W. Churilla as Trust Officer of The First Bank Of Whiting who acknowledges the execution of the foregoing instrument as the free and voluntary act of said Bank, and as his free and voluntary act, acting for such Bank, as Trustee.

Witness my hand and seal this 4th day of March, 1980.

*Cathy L. Toran*  
Cathy L. Toran Lake County Resident  
Notary Public

My Commission Expires:  
4/12/80  
Resident of Lake County

576397

95-002

STATE OF INDIANA  
OFFICE OF THE SECRETARY OF STATE

To Whom These Presents Come, Greetings:

**Document is  
CERTIFICATE OF INCORPORATION  
NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

EDWIN J. SIMCOX

I, ~~XXXXXXXXXXXX~~ Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not-for-profit corporation, in the form prescribed by this Office, prepared and signed in duplicate by the Incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at this office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in this office; and that the remaining copy(ies) of such Articles bearing the endorsement of my approval and filing has (have) been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

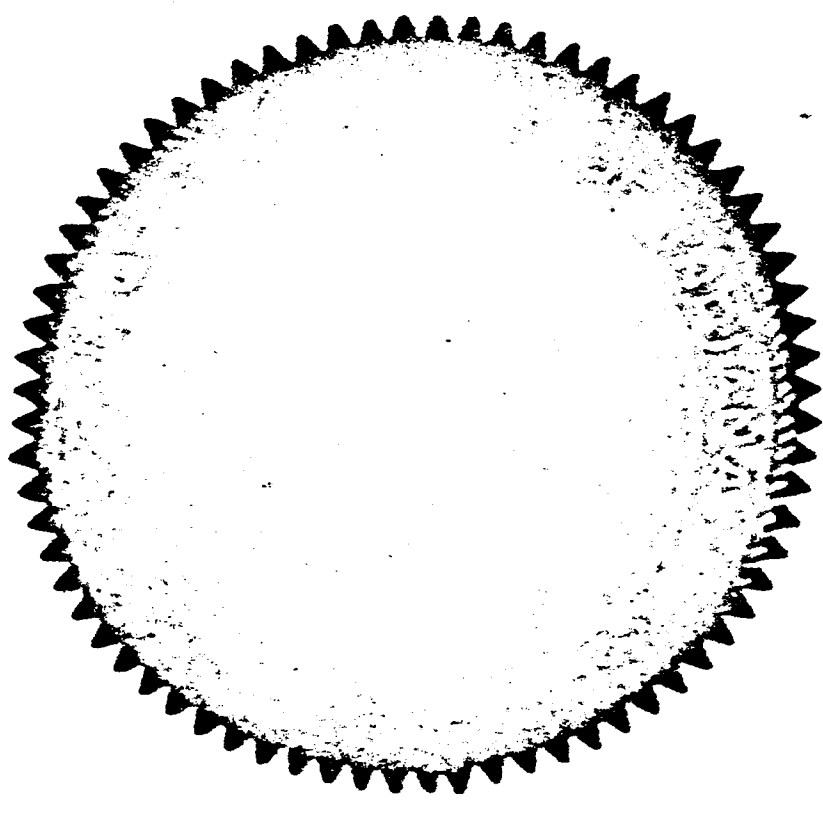
NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this 29th day of

OCTOBER 19 79

*Edwin J. Simcox*  
~~XXXXXXXXXXXX~~ Secretary of State  
By: *Lathrop Martin*  
Deputy



**FILED**

MAR 7 1980

*Lucas B. ...*  
AUDITOR LAKE COUNTY

Ex "8"

5768398

Corporate Form No. 364-1 (Aug. 1971)  
Page One

**ARTICLES OF INCORPORATION**  
(Not for Profit)

Prescribed by Larry A. Conrad,  
Secretary of State of Indiana

**INSTRUCTIONS:**

Use 8 1/2 x 11 inch Paper for Inserts

Present 2 Executed Copies to Secretary of  
State, Room 155, State House, Indianapolis,  
Indiana 46204

FILING FEE is \$26.00

General Requirements - "Non-Profit" means  
that the Corporation shall not engage in any  
activities for the pecuniary gain of its  
members.

APPROVED  
AND  
FILED

OCT 20 1979  
Document is  
NOT OFFICIAL

This Document is the property of  
the Lake County Recorder!  
ARTICLES OF INCORPORATION

OF  
**STOP**

NICHOLE CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.



**ARTICLE I**  
Name  
The name of the Corporation is **NICHOLE CONDOMINIUM ASSOCIATION, INC.**.....  
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)  
For convenience said Corporation shall herein be referred to as the  
"Association".

**ARTICLE II**  
Purposes

The purposes for which the Corporation is formed are:

(a) A condominium known as Nichole Condominium and consisting of an eight (8) unit existing building located upon real estate in Lake County, Indiana, described as follows:

The East 144.0 feet by parallel lines, as measured along the South right-of-way line of Camellia Drive, of Lot 1, Fairmeadow 30th Addition, Block One, to the Town of Munster, as shown in Plat Book 47, page 80, in Lake County, Indiana.

(b) The documents creating the condominium provide for the ownership, operation, management, maintenance and use of apartments as described in said document. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

(c) The Association shall not engage in any activities for the profit of its members, and shall conduct its affairs in such fashion and for such purposes other than for the pecuniary gain of its members,

576398

Article II -- Purposes -- Continued

directors, officers, or incorporators.

(d) The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles.

(e) The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (1) Make and collect assessments against members to defray the cost of the condominium.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) The maintenance, repair and replacement of operation of the condominium property.
- (4) The reconstruction of improvements after casualty and the future improvement of the property.
- (5) To make and amend regulations respecting the use of property in the condominium.
- (6) To approve or disapprove of proposed purchasers and mortgagees of apartments.
- (7) To enforce by legal means the provisions of the condominium documents, these articles, the By-Laws of the Association, and the regulations for the use of the property in the condominium.
- (8) To contract for the management of the condominium and delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have the approval of the Board of Directors of of the members of the Association.
- (9) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.
- (10) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the property.

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Corporate Form No. 364-1 Page Two  
Prescribed by Larry A. Conrad,  
Secretary of State (Aug. 1971)

**ARTICLE III**  
**Period of Existence**

The period during which the Corporation shall continue is perpetual  
(will either be "Perpetual", or, if to be limited, some definite period of time.)

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**ARTICLE IV**  
**Resident Agent and Principal Office**

**Section 1. Resident Agent.** The name and address of the Resident Agent in charge of the Corporation's principal office is Steven R. Crist  
(Name)

9013 Indianapolis Boulevard, Highland, INDIANA 46322  
(Number and Street or Building) (City) (State) (Zip Code)

**Section 2. Principal Office.** The post office address of the principal office of the Corporation is . . . .

940 Camellia Drive, Munster, INDIANA 46321  
(Number and Street or Building) (City) (State) (Zip Code)



(A minimum of three (3) shall have signed the membership list. Directors or Trustees or Incorporators are included in the Membership.)

**Section 1. Classes. (If any)**

**SEE ATTACHED PAGE**

**Section 2. Rights, Preferences, Limitations, and Restrictions of Classes.**

**SEE ATTACHED PAGE**

**Section 3. Voting Rights of Classes.**

**SEE ATTACHED PAGE**

**PLEASE NOTE:** The Corporation shall confer upon every member a certificate signed by the President (or Vice-President) and Secretary (or Assistant Secretary), stating that he is a member of the Corporation.

576398

(a) Every owner, or owners, of apartments in the condominium shall be members of the Association, and no other person or entity shall be entitled to membership.

(b) Each owner, or owners, by virtue of membership in the Association shall be entitled to vote and participate in all affairs of the Association. In the event the apartments are owned by more than one natural person, as governed by the condominium documents, voting rights shall be limited to one vote for each apartment.

(c) Membership in the Association shall be established by recording in the Office of the Recorder of Lake County a Deed or other instrument establishing a change of record title to an apartment in a condominium and the delivery to the Association of a certified copy of such instrument, shall entitle the new designated by such instrument therein to become a member of the Association. The membership of the prior owner shall be thereby terminated.

(d) The share of the member and the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the apartments in the condominium.



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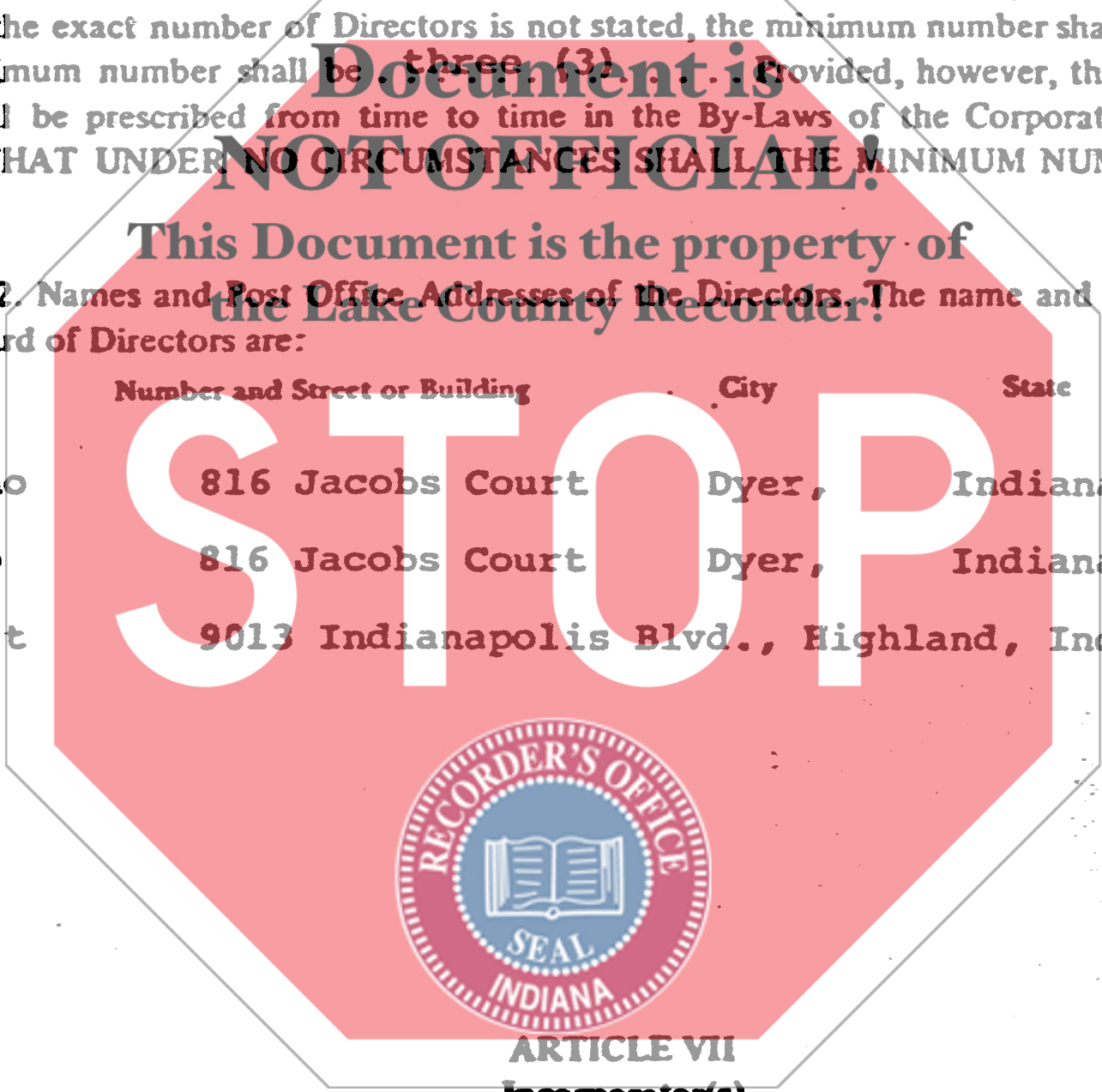
Corporate Form No. 364-1 Page Three  
Prescribed by Larry A. Conrad,  
Secretary of State (Aug. 1971)

**ARTICLE VI**  
**Directors**

Section 1. Number of Directors. The initial Board of Directors is composed of three (3) members. If the exact number of Directors is not stated, the minimum number shall be three (3), and the maximum number shall be three (3). Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation: AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Directors. The name and post office addresses of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
Robert A. Bruno	816 Jacobs Court	Dyer,	Indiana	46311
Donna L. Bruno	816 Jacobs Court	Dyer,	Indiana	46311
Steven R. Crist	9013 Indianapolis Blvd.,	Highland,	Indiana	46322



**ARTICLE VII**  
**Incorporator(s)**

Section 1. Names and Post Office Addresses. The names and post office address(es) of the incorporator(s) of the Corporation is (are) as follows:

Name	Number and Street or Building	City	State	Zip Code
Steven R. Crist	9013 Indianapolis Blvd.,	Highland,	Indiana	46322



576398

Corporate Form No. 364-1 Page Four  
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ARTICLE VIII

Statement of Property (if any)

A statement of the property and an estimate of the value thereof, to be taken over by this corporation at or upon its incorporation are as follows:

None

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ARTICLE IX  
Provisions for Regulation and Conduct  
Of the Affairs of Corporation  
(Can be the "By Laws")

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this corporation, and creating, defining, limiting or regulating the powers of this corporation, of the directors or of the members or any class or classes of members are as follows:

(a) The affairs of the Association, its management and operation shall be governed by the terms and provisions of the "Horizontal Property Law" of the State of Indiana, being Acts of 1963, Chapter 349, Section 1, as amended.

(b) The power to make, alter, amend, or repeal the By-Laws of the corporation shall be vested in the members of the Association, subject to the terms, provisions, and conditions contained in the Declaration.

(c) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws except for so long as Robert A. Bruno, Developer, continues to own any of the apartments, a majority of the Board of Directors of the Association shall be elected by the vote of the Developer and such members need not be residents, or owners, of apartment units; provided however, that on and after January 1, 1983 the foregoing provision shall not apply.

(d) Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be the party, or in

- continued on next page -

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ARTICLE IX -- Continued

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which he may become involved, by reason of his having being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officers are adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

**STOP**



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Corporate Form No. 364-1 Page Five  
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Secretary of State (Aug. 1971)

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

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IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 26th day of October, 1979.

(Written Signature)

(Printed Signature)

(Written Signature)

Steven R. Crist

(Printed Signature)

(Written Signature)

(Printed Signature)



NOTARY ACKNOWLEDGEMENT  
(required)

State of Indiana

SS:

County of Lake

Before me, Patsy L. Qualls, a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (several) acknowledged the execution of the foregoing Articles of Incorporation.

Notary Seal  
Required

Patsy L. Qualls  
(Written Signature)

Patsy L. Qualls, Notary Public  
(Printed Signature)

My commission expires: 3-28-82

Resident of Lake County

WITNESS my hand and Notarial  
Seal this 26th day of October,  
1979.

This instrument was prepared by Palmer C. Singleton, Jr.  
(Name)

9013 Indianapolis Blvd., Highland, Indiana 46322  
(Number and Street or Building) (City) (State) (Zip Code)

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~~BY-LAWS~~  
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NICHOLE CONDOMINIUM ASSOCIATION, INC.

**STOP**  
a corporation not for profit under  
the laws of the State of Indiana

1. Identity.

These are By-Laws of NICHOLE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Indiana, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 29<sup>th</sup> day of October, 1979, and subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as NICHOLE CONDOMINIUM. The Association has been organized for the purpose of administering a condominium upon the following lands in Lake County, Indiana:

**FILED**  
*28-415-3*  
MAR 7 1980

The East 144.0 feet by parallel lines, as measured along the South right-of-way line of Camellia Drive, of Lot 1, Fairmeadow 30th Addition, Block One, to the Town of Munster, as shown in Plat Book 47, page 80, in Lake County, Indiana.

*Lucie O. [Signature]*  
AUDITOR LAKE COUNTY

(1) The office of the Association shall be at 940 Camellia Drive, Munster, Indiana.

(2) The fiscal year of the Association shall be the calendar year.

The seal of the corporation shall bear the name of the corporation and the words "Corporation not for profit" and the year of incorporation.

2. Members.

(1) The annual members' meeting shall be held at the office of the corporation at 7:30 P.M. o'clock on the second Monday in May of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

(2) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the

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Board of Directors and must be called by such officers upon receipt of a written request from one-third of the entire membership.

(3) Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

(4) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

(5) The vote of the owners of an apartment owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(6) Proxies. Vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

(7) Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(8) Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

(9) The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.

576398

- (g) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. Directors.

(1) The Board of Directors shall consist of three persons. Each member of the Board of Directors shall be either the owner of an apartment or be designated by Robert A. Bruno, Developer, as provided in the Declaration of Covenants, Conditions and Restrictions of Incorporation.

(2) Election of directors shall be conducted in the following manner:

- (a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
- (b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining directors.
- (c) Anything herein contained to the contrary notwithstanding, for so long as Robert A. Bruno, Developer, owns any apartments but in no event beyond January 1, 1983, he shall elect a majority of the directors, who need not be owners of apartments.

(3) The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

(4) The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

(5) Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

(6) Special meetings of the directors may be called by the President and must be called by the Secretary at the written

576398

request of one-third of the votes of the board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

(7) Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(8) A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the board of directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

(9) The presiding officer of directors' meetings shall be the President. In the absence of the presiding officer, the Vice-President shall preside.

(10) Directors' fees, if any, shall be determined by the members.

#### 4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association shall be exercised by the board of directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium. Such powers and duties of the governors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

(1) To make and collect assessments against members to defray the costs of the condominium.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) The maintenance, repair, replacement and operation of the condominium property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

576398

(5) To make and amend regulations respecting the use of the property in the condominium.

(6) To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

(7) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

(8) To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the board of directors or the membership of the Association.

(9) To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

(10) To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

(11) To pay the cost of all power, water, sewer, and other utility services rendered to the condominium and not billed to owners of individual apartments.

(12) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

#### 5. Officers.

(1) The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by a vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

(2) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committees



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from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(3) The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(4) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

(5) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(6) The compensation to all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

#### 6. Fiscal Management.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(1) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(2) Budget.

(a) The board of directors shall adopt an annual budget which shall contain estimates of the

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cost of performing the functions of the Association, including but not limited to the following items:

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1. Common expense budget:

- (i) Maintenance and operation of common elements:
  - Landscaping -- Office and shop
  - Street and walkways
  - Parking areas
- (ii) Utility services
- (iii) Casualty insurance
- (iv) Liability insurance
- (v) Administration
- (vi) Taxes
- (vii) Water and sewer surcharge, if any

2. Proposed assessments against each member:

- (i) Alteration and improvement account
- (ii) Reconstruction and repair account
- (iii) Emergency account

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to the time that said budget becomes effective. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned.

(3) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from the accounts shall be only by checks signed by such persons as are authorized by the directors.

(4) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

(5) Fidelity bonds shall be required by the board of directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessment against members for common expenses. The premiums on such bonds shall be paid by the Association.

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7. Parliamentary Rules.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of the State of Indiana, or the Declaration.

8. Amendments.

Amendments to the By-Laws shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the board of directors and 75% of the votes of the entire membership of the Association.

(3) Initiation. An amendment may be proposed by either the board of directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

(4) Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Lake County, Indiana.

(5) These by-laws shall be amended, if necessary so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of NICHOLE CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Indiana, at the first meeting of the Board of Directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 1979.

Approved:

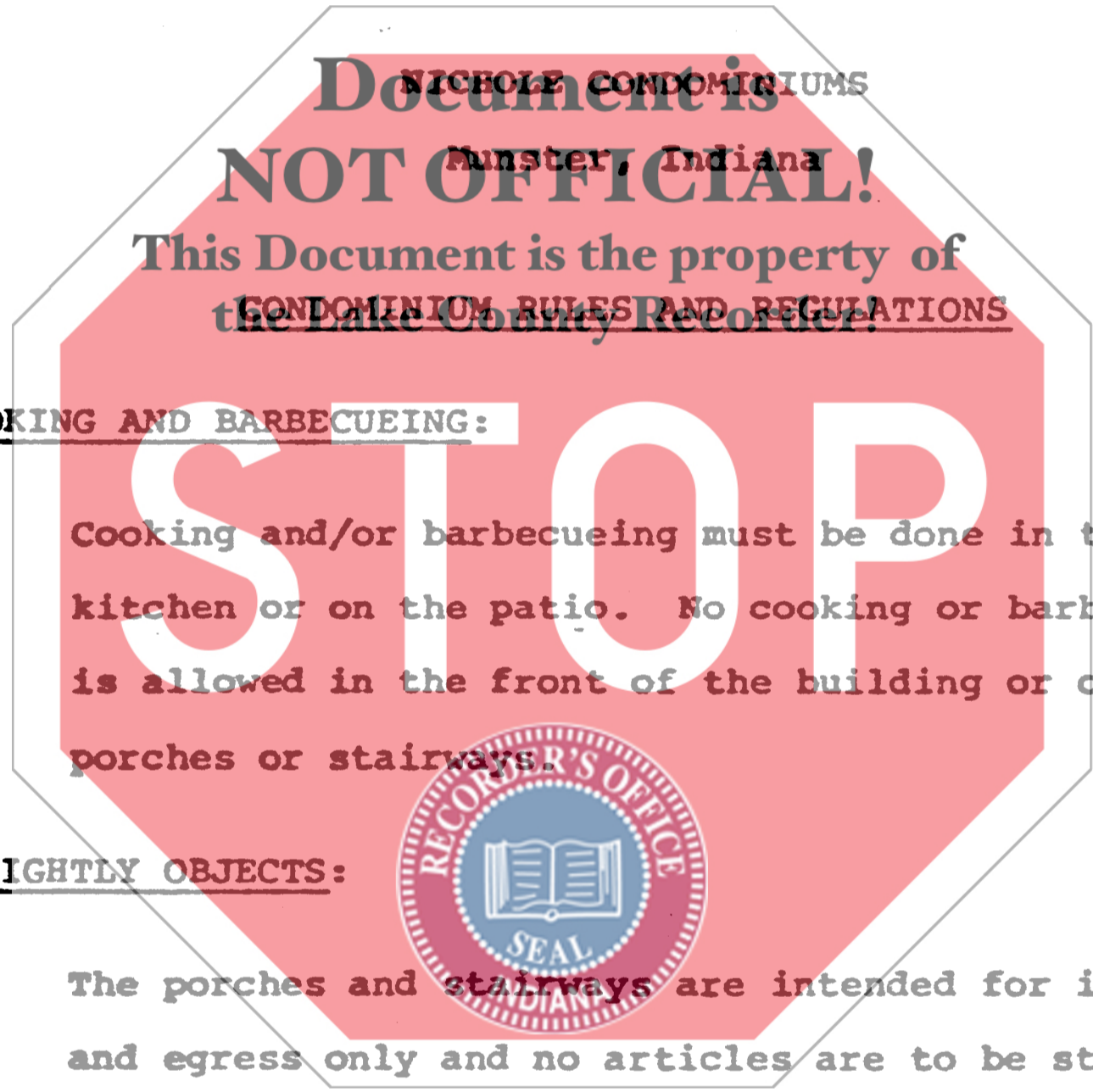
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

Directors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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- NICHOLE CONDOMINIUMS**  
**Munster, Indiana!**  
**CONDOMINIUM RULES AND REGULATIONS**
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- COOKING AND BARBECUEING:**  
 Cooking and/or barbecueing must be done in the kitchen or on the patio. No cooking or barbecueing is allowed in the front of the building or on the porches or stairways.
  - UNSIGHTLY OBJECTS:**  
 The porches and stairways are intended for ingress and egress only and no articles are to be stored or hung in or along the same.
  - MAINTENANCE OF PUBLIC AND PRIVATE HALLS:**  
 The cleaning and maintenance of the common areas is the Association's responsibility.
  - GARAGE MAINTENANCE:**  
 The cleaning and maintenance of the common areas in the garages are the Association's responsibility.
  - EXTERNAL MAINTENANCE:**  
 All external maintenance of buildings, common areas, parking lots, streets, sidewalks, limited common

**FILED**

MAR 7 1980

*James D. [Signature]*  
**LAKES COUNTY**

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areas, lawns and landscaping is the responsibility  
of the Association. **NOT OFFICIAL!**

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Snow removal is the Association's responsibility.  
the Lake County Recorder!

6. GARBAGE HANDLING:

**STOP**  
It is the Owner's responsibility to bag, store and  
bring to the collecting points the garbage accumulated  
by such Owner. It is the Owner's responsibility to  
prevent loose garbage from being stored or stacked  
any place on the premises. It is the Association's  
responsibility to dispose of the garbage from the  
garbage containers.

7. PARKING:

Each apartment is provided with a garage parking space  
which is designated so as to correspond to the apart-  
ment number. Other parking spaces provided are  
primarily limited to the use by guests of Owners of  
the apartments. Owners possessing two (2) automo-  
biles are requested to make provision for parking  
the automobile off the premises of the condominium.

8. STORAGE:

Storage space is provided in the garage and the  
storage area is designated so as to correspond to the  
apartment numbers.

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9. WINDOW COVERINGS:

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Draperies are the responsibility of the Owner.  
Drapes should be in good taste, be of cloth material,  
and conform to such regulations as the Board of  
Directors may adopt.

10. PEST CONTROL:

STOP

Pest control within an apartment is the Owner's  
responsibility.

11. INSURANCE:

RECORDER'S OFFICE  
SEAL  
INDIANA

Each tenant is required to carry insurance in accordance  
with the provisions of the Declaration. Each tenant is  
required to maintain in full force and effect a compre-  
hensive personal liability insurance policy with a  
minimum of \$100,000 per occurrence.

12. EQUIPMENT MAINTENANCE:

Maintenance of equipment within the apartment unit or  
serving the apartment unit is the Owner's responsibility  
subject to the equipment guaranty, if any; however, such  
maintenance must be performed by service companies  
approved by the Association.

13. KEYS:

The keying system within the building is master keyed  
for maintenance purposes and may not be altered.

576398

14. MINIMUM HEAT:

The minimum heat required by Owners who are absent during the winter is 60° F.

15. OCCUPANCY:

It is intended that one family occupy one unit with no more than two (2) persons per bedroom.

16. NOISE:

Operation of noisy equipment such as clothes washers and dryers, garbage disposers, garbage compactors, etc. is prohibited after 10:00 P.M. or before 9:00 A.M.

Loud music or television or any other sound which may be objectionable to the neighbors is prohibited.

17. T.V. MAINTENANCE:

T.V. maintenance is the Owner's responsibility by service companies approved by the Association.

18. DELIVERIES:

Deliveries of such items as milk, groceries, cleaning, packages, etc. is to be made to the public foyer. At no time is the door to the private foyer to be left unlocked.

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19. SIGNS:

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Signs or advertising for any reason are prohibited.

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20. CAR WASHING:

No car washing is permitted on the premises.

21. WATER USAGE:

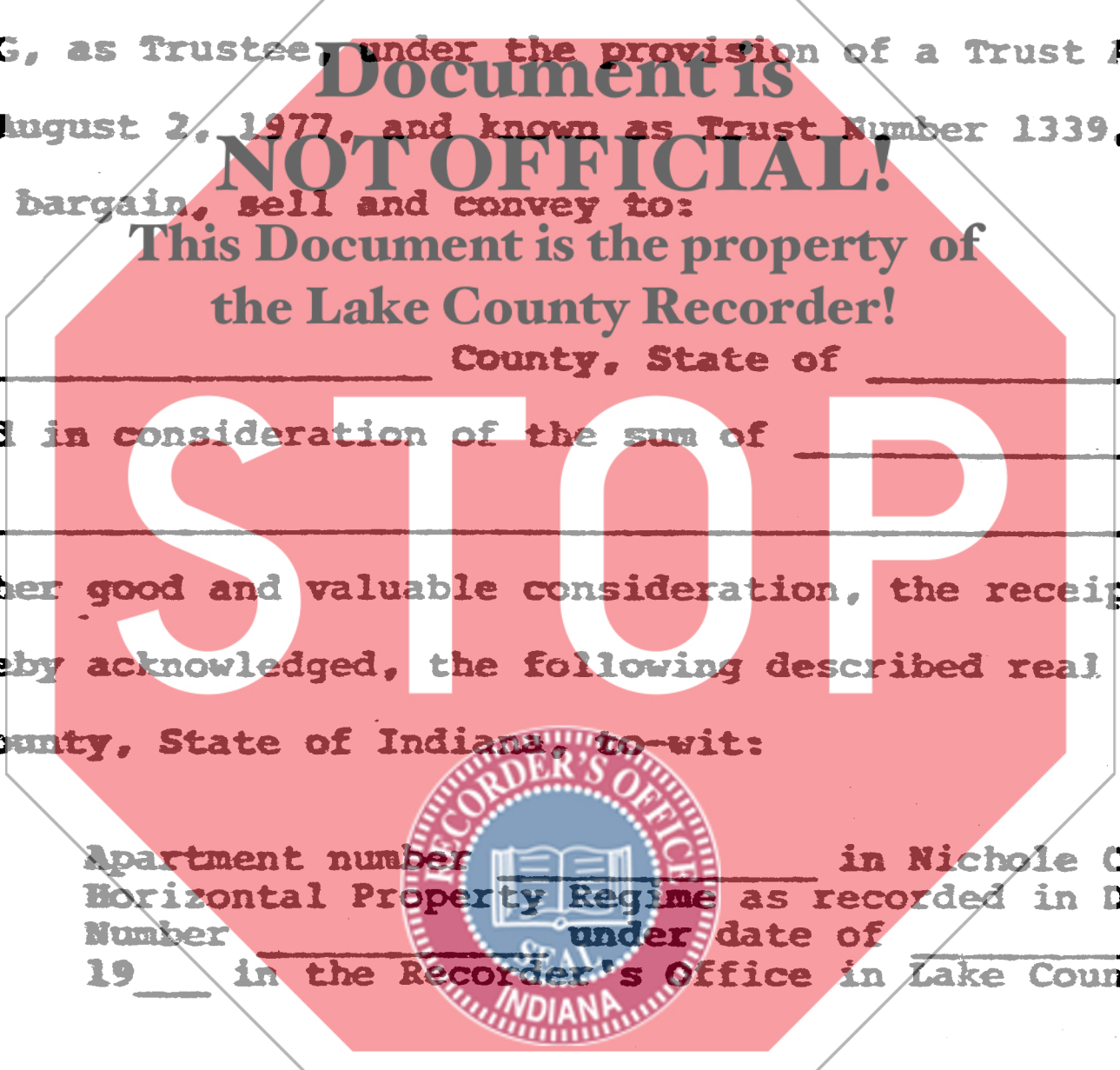
Charges made for water used on the premises and by each owner are common expenses shared equally by all owners. Therefore the unreasonable use of water or the wasting of water will not be tolerated. Owners who violate this rule will be charged additional special assessments to reimburse the Association for such unreasonable use or waste.





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THIS INDENTURE WITNESSETH, that THE FIRST BANK OF WHITING, as Trustee, under the provision of a Trust Agreement dated August 2, 1977, and known as Trust Number 1339, does hereby grant, bargain, sell and convey to:



This Document is the property of the Lake County Recorder!  
of \_\_\_\_\_ County, State of \_\_\_\_\_,  
for and in consideration of the sum of \_\_\_\_\_ Dollars,  
and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Lake County, State of Indiana, to-wit:

Apartment number \_\_\_\_\_ in Nichole Condominium Horizontal Property Regime as recorded in Document Number \_\_\_\_\_ under date of \_\_\_\_\_ 19\_\_\_\_ in the Recorder's Office in Lake County, Indiana

**SUBJECT TO THE FOLLOWING RESTRICTIONS:**

1. Taxes for the year 1980, payable 1981.
2. All terms, conditions, restrictions and provisions of the Declaration of Condominium, including the Articles of Incorporation and By-Laws of NICHOLE CONDOMINIUM ASSOCIATION, INC., an Indiana not for profit corporation.
3. Easements and restrictions of record.

This Deed is executed pursuant to, and in the exercise of, the power and authority granted to and vested in the said Trustee by the terms of said Deed or Deeds in Trust delivered to the said Trustee in pursuance of the Trust Agreement above mentioned, and subject to all restrictions of record.

IN WITNESS WHEREOF, The First Bank Of Whiting, as Trustee, has caused this Deed to be signed by its \_\_\_\_\_, and attested by its \_\_\_\_\_

**FILED**

MAR 7 1980

*James O. Whiting*  
RECORDER LAKE COUNTY

Ex"E"

576398

\_\_\_\_\_, and its corporate seal to  
be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_.

**Document is NOT OFFICIAL!**  
THE FIRST BANK OF WHITING, as Trustee  
By \_\_\_\_\_

ATTEST: This Document is the property of  
the Lake County Recorder!

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public, in and for said County and  
State, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_,  
personally appeared \_\_\_\_\_ and  
\_\_\_\_\_ of THE FIRST  
BANK OF WHITING, who acknowledged the execution of the foregoing  
instrument as the free and voluntary act of THE FIRST BANK OF  
WHITING, and as their free and voluntary act, acting for such  
bank, as Trustee.

GIVEN under my hand and notarial seal this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Resident of \_\_\_\_\_ County

This instrument was prepared by Steven R. Crist, Attorney At Law,  
9013 Indianapolis Boulevard, Highland, Indiana, 46322.