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THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF AUTUMN RIDGE CONDOMINIUM

THIS THIRD AMENDMENT to the Declaration of Condominium of Autumn Ridge Condominium made this 6th day of October, 1987, by the First Bank of Whiting, as Trustee under a Trust Agreement dated April 15, 1986, and known as Trust No. 1853 (hereinafter referred to as the "Owner"), Witnesseth:

WHEREAS, the Owner caused to be filed a Declaration of Condominium of Autumn Ridge Condominium, on the 13th day of May, 1987, as Document Number 916575, an Exhibit "A" thereto of even date therewith as Document Number 916576 in Book 62, page 34; a First Amendment thereto as Document No. 918807 on May 22, 1987; and a Second Amendment thereto as Document No. 931530 on August 4, 1987, all in the Office of the Recorder of Lake County; and

WHEREAS, it is necessary to amend said Exhibit "A" to the Declaration of Condominium, and to amend Sections 2.a. and 2.f. of the above-referenced First Amendment To The Declaration to correct a SCRIVENER'S ERROR, in accordance with Article XV.A.5. of the Declaration of Condominium; and

WHEREAS, it is necessary to amend said Exhibit "A" to the Declaration of Condominium, in accordance with the provisions of Article XV.A.6. of the Declaration of Condominium, to make and render certain Limited Common Areas designated as such on said Exhibit "A" appurtenant to certain Apartments; NOW THEREFORE,

1. Owner hereby amends and declares to be amended, effective as of the date of recording hereof, said Exhibit "A" to the Declaration of Condominium and said Sections 2.a. and 2.f. of said First Amendment To The Declaration of Condominium to correct a SCRIVENER'S ERROR in accordance with Article XV.A.5. of said Declaration of Condominium, such that as and after the date of recording hereof, said Sections 2.a. and 2.f. of said First Amendment To The Declaration of Condominium shall be amended to read as follows:

2.a. Underground Garage Space No. 2, and Storage Space No. I, are hereby declared to be Limited Common Areas appurtenant to Apartment No. 102, and inseparable from the ownership thereof. Accordingly, pursuant to Article III of the Declaration of Condominium, the Share of the Apartment Owner of Apartment No. 102 in the Common and Limited Common Areas and Facilities shall hereafter be 5.306%.

TICOR TITLE INSURANCE
Crown Point, Indiana
JULIAN BLASTICK
RECORDER
LAKE COUNTY

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2.f. Underground Garage Space No. 9, and Storage Space No. III, are hereby declared to be Limited Common Areas appurtenant to Apartment No. 204, and inseparable from the ownership thereof. Accordingly, pursuant to Article III of the Declaration of Condominium, the Share of the Apartment Owner of Apartment No. 204 in the Common and Limited Common Areas and Facilities shall hereafter be 4.707%.

and said Exhibit "A" to the Declaration of Condominium is hereby declared to be amended in accordance therewith.

2. Owner hereby amends and declares to be amended, effective as of the date of recording hereof, said Exhibit "A" to the Declaration of Condominium to make and render a certain Underground Garage Space and a certain Unattached Garage Space which are designated as Limited Common Areas on said Exhibit "A", appurtenant to a certain Apartment, and inseparable from the ownership of said Apartment as follows:

Underground Garage Space No. 6 and Unattached Garage Space No. E are hereby declared to be Limited Common Areas appurtenant to Apartment No. 206, and inseparable from the ownership thereof. Accordingly, pursuant to Article III of the Declaration of Condominium, the Share of the Apartment Owner of Apartment No. 206 in the Common and Limited Common Areas and Facilities shall hereafter be 5.984%.

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 as Trustee 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.

