

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.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed this 6th day of October, 1987.

OWNER:

THE FIRST BANK OF WHITING AS TRUSTEE OF TRUST NO. 1853, aforesaid and not personally

By: Carolyn A. Mayer
Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

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ACKNOWLEDGMENT

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I, Elaine Vandenburg, a Notary Public in and for said county in the State aforesaid, do hereby certify that Carolyn A. Mayer of The First Bank of Whiting, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trust Officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as a free and voluntary act of The First Bank of Whiting, as Trustee, for the uses and purposes therein set forth. therein set forth.

Given under my hand and notarial seal this 6th day of October, 1987.



Elaine Vandenburg
Notary Public

Printed Name: Elaine Vandenburg

My Commission Expires:

February 13, 1990

County of Residence:

Lake

This instrument prepared by Glenn R. Patterson, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322