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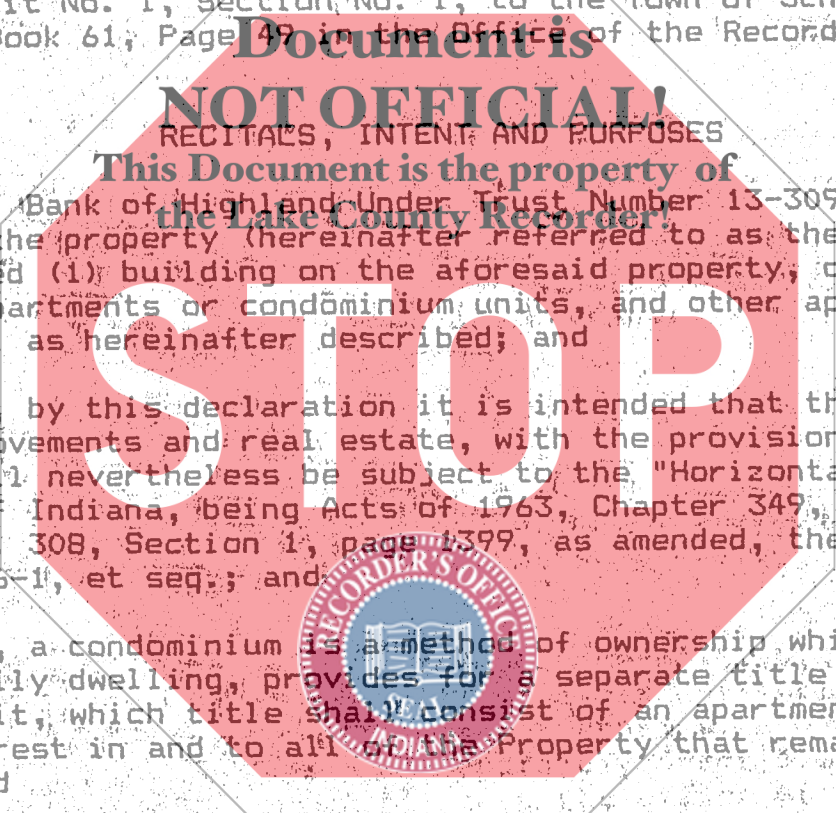
099502

DECLARATION OF CONDOMINIUM  
FOR  
GOLDEN HARVEST CONDOMINIUMS  
A HORIZONTAL PROPERTY REGIME

STATE OF INDIANA/S  
LAKE COUNTY  
FILED FOR RECORD  
MAY 9 1 58 PM '90  
ROBERT J. GIBB  
RECORDER

Affecting the land and all improvements thereon, known as Golden Harvest Condominiums, Schererville, Indiana (Crown Point Mail), inclusive, a condominium lying and being in the County of Lake and State of Indiana and described as follows:

Lot 5, a resubdivision of lots 1, 2 and 1 thru 6, Harvest Manor Subdivision, Unit No. 1, Section No. 1, to the Town of Schererville, as shown in Plat Book 61, Page 49 in the Office of the Recorder, Lake County, Indiana.



Whereas, Bank of Highland Under Trust Number 13-3099, as owners in fee simple of the property (hereinafter referred to as the Developer), have constructed (1) building on the aforesaid property, containing a total of (4) apartments or condominium units, and other appurtenances and facilities, all as hereinafter described; and

Whereas, by this declaration it is intended that the above described improvements and real estate, with the provisions herein contained, shall nevertheless be subject to the "Horizontal Property Law" of the State of Indiana, being Acts of 1963, Chapter 349, Section 1, Page 878; 1977, P.L. 308, Section 1, page 1399, as amended, the same being I.C. Section 32-1-16-1, et seq.; 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 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 corridors, carports, parking lots,

PLATTED FROM  
KEY 13-107-5  
DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER.

MAY 09 1990  
NEW KEY 13-508-170 A  
Rene M. Antos  
AUDITOR LAKE COUNTY  
UNITS: 2460, 2462  
2464, 2466  
74.00  
000615

Schererville Plat # 068-36  
099503  
066660

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 Corporation hereinafter referred to, and its Board of Directors, shall have the right and duty to effect the purposes of the condominium.

### DECLARATION

Developers hereby declare on behalf of themselves, their successors, grantees and assigns and to their 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:

This Document is the property of the  
The Property, from and after the date 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 provision wherein elsewhere contained.

#### I. DEFINITIONS

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 provides.

A. Apartment; an enclosed space consisting of one (1) or more rooms occupying all or a part of a floor in a building of one (1) 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, which term shall be deemed synonymous throughout this Declaration with "Condominium Unit" or "Unit".

B. Apartment Owner or Co-Owner; must be a natural person or natural persons who own or 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.

C. 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 the Articles of Incorporation and the By-Laws of the Corporation.

D. Building: the entire structure, all of which is located on the Property, which has been built substantially in accordance with the plans filed with the Recorder of Lake County, Indiana, and contains four (4) apartments.

E. Common Area and Facilities: means and includes:

1. The land on which the building is located;
2. The foundation, columns, girders, beams, supports, walls and roofs;
3. The yards, guest parking areas, streets and alleys, entry walls, common lights, warning devices and walks;
4. Facilities and installations providing electricity, sanitary and storm sewers, water and communication lines;
5. All other parts of the property necessary and convenient to its existence, maintenance and safety, or normally in common use.

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

1. 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 Corporation to maintain, repair, and replace;
2. Management and administration of the Corporation, including without limiting the same to compensation paid by the

Corporation to a managing agent, accountants, attorneys and other employees if any;

3. All sums lawfully assessed against the apartment owners by the condominium.
4. Expenses agreed upon as common expenses by the corporation.
5. Any other items held by or in accordance with other provisions of this Declaration, the Condominium Documents, or required by statute.

G. 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.

H. 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: Consisting of (1) Page: Site plan including first and second stories, location survey and filed for record in the Office of the Recorder of Lake County, Indiana on the \_\_\_\_\_ day of May, 1990. Instrument No. \_\_\_\_\_

Exhibit B: Articles of Incorporation of Golden Harvest Condominiums, Inc.

Exhibit C: By-Laws of Golden Harvest Condominiums, Inc.

Exhibit D: Rules and Regulations of said Corporation

Exhibit E: Deed Form

I. CORPORATION: Golden Harvest Condominiums, 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.

J. **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.

K. **DEVELOPER:** Bank of Highland Under Trust Number 13-3099

L. **LIMITED COMMON AREAS AND FACILITIES:** means and includes those common areas and facilities designated in the Declaration as reserved for use of certain apartment or apartments to the exclusion of other apartments, and shall include the following:

1. The open parking areas.
2. The corridors, stairs and entrances and exits designated to serve several apartments within a portion of each building.
3. Where there is attached to or abutting an apartment a patio or balcony shall be reserved for the use of the owner of the apartment.
4. The garage space designated on the plans.

M. **MAJORITY:** the apartment owner or co-owners with 51% or more of the votes in accordance with the percentage assigned in the Declaration to the apartments for voting purposes.

N. **PLANS AND SPECIFICATIONS:** the plans and specifications referred to in Article 1 as Exhibit "A" hereof.

O. **PERSON:** a natural person or persons capable of holding title to real property.

P. **PROPERTY:** means and includes the land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

Q. Share: the percentages attributed to each apartment.

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

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

A. Covenant Against Partition: In order to effectuating 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 provision wherein elsewhere contained or until the building is no longer tenable, whichever occurs first.

**NOT OFFICIAL**  
This Document is the property of  
B. Rules and Regulations Promulgated by Corporation: 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 Corporation. Without in any manner intending to limit the generality of the foregoing, the Corporation 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 Corporation and their respective families, guests, invitees and servants.

C. 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 Corporation, but nothing herein contained however, shall be construed so as to preclude the Corporation from delegating to persons, firms, or corporations of its choice, such duties as may be imposed upon the Corporation by the terms of this sub-article II (C), and as are approved by the Board of Directors of the Corporation.

D. 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.

E. 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.

F. Alterations and Improvements: The Corporation 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 Corporation, and if required by law or contract, the approval of the first mortgagee 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 seventy-five (75%) percent 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 Corporation.

G. 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 a form for recording by all of the apartment owners and first mortgagees of such owners. No such alteration shall affect lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded. Said shares are a percentage interest based upon the size of the apartment owned in relation to the size of all such units in the Condominium.

H. 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 APARTMENTS OR CONDOMINIUM UNITS

A. By the Corporation. The Corporation, 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 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 and floor surfaces, and load-bearing walls;

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and communication services which may be contained in the apartment but excluding therefrom appliances, plumbing fixtures, hot water tank, heating and air conditioning unit, including ducts and lines, and TV antenna, including the signal cable and receptacles;

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;

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

B. By the Apartment or Unit Owner. The responsibility of the apartment or unit 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 Corporation; provided that the owner shall secure the prior written approval of the Corporation as to the person, firm or corporations selected by the owner to perform the maintenance, repair or replacement on behalf of the owners;



2. To perform his responsibilities in such a manner so as to not unreasonably 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 Corporation is obtained;

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

5. Not to make any alterations in the portions of the apartment or the building which are to be maintained by the Corporation, or to remove any portion thereof, or make any additions or alterations thereof, including the removal, without replacing carpeting, or to do anything 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 Corporation, 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 Corporation and of the apartment owner or owners for whose benefit such easement exists.

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

IV. APARTMENTS OR UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property. Each apartment or unit, 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 or unit 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 ceiling above and abutting the apartment or unit;
- b. the top of the concrete slab below and abutting the apartment or unit.

2. **Vertical Boundaries:**

- a. the face surfaces of the vertical boundary wall of each apartment or unit.

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

1. **Common and Limited 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 heating and air conditioning units including ducts and lines, which units are designed to serve each separate apartment;

3. Easements for the benefit of the apartment;

4. Corporation membership and funds and assets held by the Corporation 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 times as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is not longer tenatable;

7. The following easements from each apartment owner to each other apartment owner and to the Corporation;

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 had 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 and specifications of the building.

e. Emergency Easements of Ingress and Egress. Easements over all patios and balconies 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 Corporation.

V. USE RESTRICTIONS

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:

**the Lake County Recorder!**

A. Use of Apartments. The apartment shall be used for single family residences only.

B. 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.

C. Approval by Corporation. No apartment shall be occupied by any person not approved in advance by the Board of Directors of the Corporation. The Corporation 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 Corporation the name of the person in question, its residence address and three (3) business and three (3) social references, together with such other information as the Corporation 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.

D. 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.

E. **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 Corporation in 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 requirement.

F. **INTERPRETATION:** In interpreting deeds, mortgages and plans, the existing physical boundaries of the unit or of a unit constructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan of the deed and those of the building.

G. **RULES AND REGULATIONS:** Rules and Regulations concerning use of the property may be promulgated by the Corporation as hereinabove set forth; provided, however, that copies of such regulation are furnished to each apartment owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Corporation, 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. LEASING

The leasing 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 tenable, whichever first occurs:

A. **SALE OR LEASE:** No unit may be leased without approval of the Board of Directors of the Corporation, except as elsewhere provided herein, which approval shall be obtained in the manner hereinafter provided.

1. **NOTICE TO CORPORATION:** a Condominium owner intending to lease his apartment or interest therein shall give notice to the Corporation of such intention, together with the name and

address of the intended lessee, such other information as the Corporation reasonably may require and the terms of the proposed lease. The terms of such notice shall constitute a warranty and representation by the apartment owner to the Corporation and any lessee produced by the Corporation as hereinafter provided, that the apartment owner believes the proposal to be bona fide in all respects.

2. ELECTION OF CORPORATION:

Within 30 days after receipt of such notice, the Board of Directors of the Corporation shall either approve or disapprove the lessee and give notice thereof to the person desiring to lease his condominium. The approval of the Board of Directors of the Corporation shall be in recordable form, signed by any two members of the Board, and shall be delivered to the lessee. The failure of the Corporation to act within such 30 day period shall be deemed to constitute approval, following which the Corporation nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The condominium owner giving such notice shall be bound to consummate the transactions with such lessee as may be approved and furnished by the Corporation.

B. MORTGAGE:

The Condominium owner may mortgage his apartment or any interest therein without the approval of the Corporation to any Bank, Life Insurance Company, Federal Savings and Loan Association or Mortgage Company. The approval of any other mortgagee may be upon the conditions determined by the Board of Directors of the Corporation.

## VII. ADMINISTRATION.

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

A. Organization of Corporation. The Corporation shall be incorporated under the name of Sierra Condominiums, 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".

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

C. Powers of Corporation. The duties and powers of the Corporation 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 Corporation 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 the 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 Corporation shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Corporation which are granted by or to be exercised in accordance with the provisions of this Declaration requires the act or approval of the Board of Directors of the Corporation, such act or approval must be that of the Board done or given in accordance with the By-Laws.

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

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

F. Use of Income. All income received by the Corporation 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

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

A. Authority to Purchase. Except builder risk and other required insurance furnished by developer during construction, all insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Corporation 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 Corporation 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.

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

#### C. Coverage.

1. Casualty. The building and all other insurance improvements upon the land, including the common areas and facilities, and all personal property as may be owned by the Corporation shall be insured in an amount equal to the full replacement value thereof as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:



- a. Loss or damages by fire and other hazards covered by the standard extended coverage endorsement;
- b. 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.

2. Liability and property damage in such amounts and in such forms as shall be required by the Corporation, including but not limiting the same to water

damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages, which cover the association of co-owners, the executive organ, if any the managing agent, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Condominium, all condominium apartment owners, and all other persons entitled to occupy any unit or other portions of the Condominium.

3. Workmen's Compensation policy to meet the requirements of law.
4. Liability insurance on motor vehicles owned by the Corporation, if any.
5. All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

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

E. Beneficiary of Policies. All insurance policies purchased by the Corporation shall be for the benefit of the Corporation and the apartment owners and the mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of

casualty losses shall be paid to any Bank, as Trustee, in Indiana with trust powers as may be approved by the Corporation. Such Trustee 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 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 Corporation, 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:

1. 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".
2. Apartments or Units. Proceeds on account of apartments shall be held in the following undivided shares:
  - a. Partial destruction when the building is to be restored -- for the owners of damaged apartments in proration to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Corporation 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.
  - b. 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".
3. Mortgages. In the event a mortgage 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 interest may appear.

F. 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:

1. 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 him.
2. 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 him.
3. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Corporation as to the names of the apartment owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Corporation forthwith shall deliver such certificate.

G. Obtainment of Policy and Changes. When any policy of insurance has been obtained by or on behalf of the Corporation of co-owners, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each co-owner or mortgagee whose interest may be affected thereby, by the officer required to send notices of meetings of the Corporation co-owners.

**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.** In case of fire or any other casualty or disaster, other than complete destruction of all buildings containing the condominium units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.
2. **Total.** In the event of complete destruction of all of the buildings containing condominium units, the buildings shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the co-owners in the percentage by which each owns an undivided interest in the common areas and facilities or proportionately according to the fair market value of all the condominium units immediately before the casualty as compared with all other condominium units, as specified in the by-laws of the condominium, and the property shall be considered as to be removed from the condominium unless by a vote of three-fourths (3/4) of all of the co-owners a decision is made to rebuild the building, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein in the event of less than total destruction of the buildings. A determination of total destruction of the buildings containing condominium units shall be determined by a vote of three-fourths (3/4) of all co-owners at a special meeting of the association of co-owners called for that purpose.
3. **Reconstruction.** Any such reconstruction or repair shall be substantially in accordance with the plans and specifications.

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 for 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 or 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 Corporation certifying as to whether or not the damaged property is to be reconstructed or repaired. The Corporation, 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. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Corporation.

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Corporation has the responsibility of maintenance and repair, the Corporation 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. Where the insurance proceeds are not sufficient to cover the cost of reconstruction and the property is not to be removed from the horizontal property regime, the co-owners shall contribute the balance of any such costs in the percentage by which a condominium unit owner owns an undivided interest in the common areas and facilities as expressed

in the Declaration. Such amount shall be assessed as part of the common expense and shall constitute a lien from the time of assessment.

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 Corporation from assessment against Apartment Owners, shall be disbursed in payment of such cost in the following manner:

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

1. 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. Corporation - Lesser Damage.

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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 Corporation; 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. Corporation - 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 Corporation, and upon approval of an architect qualified to practice in Indiana and employed by the Corporation 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.

When the damage is to both common areas and facilities and apartments, the insurance proceeds shall be applied first to the cost of reconstruction and repair of the common areas and facilities, and the balance to the apartments in the shares above stated.

**STOP**  
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 Corporation 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 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 Corporation.** 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 and other charges not separately assessed to apartment owners shall be included in the budget of the Corporation and shall be paid by the Corporation. The Corporation shall assess each apartment owner in accordance with the percentage of ownership specified herein.



## XI. ASSESSMENTS

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

A. 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.

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

C. Accounts. All sums collected by the Corporation from assessments may be co-mingled 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:

1. 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;
2. Alteration and Improvement Account. -- to which shall be credited all sums collected for alterations and improvement assessments;
3. Reconstruction and Repair Account. -- to which shall be credited all sums collected for reconstruction and repair assessments;
4. Emergency Account. -- to which shall be credited all sums collected for emergencies.

D. Assessments for Common Expenses. Assessments for common expenses shall be paid by each apartment or unit owner on a monthly basis; the amount so paid shall be set by the Board of Directors and shall be based upon the amount of the estimated or projected common expenses for the year computed by the Treasurer of the Corporation, consonant with

the yearly budget; the amount to be paid shall be paid on the first day of each month to the Treasurer of the Corporation; the total amount each individual apartment or unit owner shall pay shall be based upon the share interest of each unit as set forth in Exhibit "A".

**E. 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 Corporation.

**F. 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 Corporation.

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

**H. Assessment Roll.** The assessments against all apartment or unit owners shall be set forth upon a roll of the apartments which shall be available in the Office of the Corporation 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 Corporation 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 Corporation shall issue such certificate to such persons as an apartment owner may request in writing.

**I. Liability for Assessments.** The owner of an apartment or condominium unit 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 purchase as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

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

1. The apartment or condominium unit 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

a. the liens on the apartment in favor of any assessing unit and special district; and

b. all sums unpaid on a first mortgage of record.

2. 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 mechanic's and materialmen's liens. In any such foreclosure, the delinquent owner may be required to pay a reasonable rental for the apartment or unit, and the Corporation in such foreclosure shall be entitled to the appointment of a receiver to collect such delinquent assessment. The Corporation 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.

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

**K. Application of Payments.**

1. 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 (10%) percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then collected shall be credited to the common expense account.

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2. Late and Collection Costs. The Board of Directors of the Corporation 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 (10%) percent per annum and all costs including collection fees, reasonable attorney's fees and the costs of the suit or proceedings.

**XII. COMPLIANCE AND DEFAULT**

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

A. Legal Proceedings. Failure to comply with any of the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, to 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 Corporation or if appropriate, by an aggrieved apartment owner.

B. Liability of Owner. All apartment or condominium unit 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 Corporation. 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.

C. 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.

D. No Waiver of Rights. The failure of the Corporation or of an apartment or unit 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 Corporation or apartment owner to enforce such right, provision, covenant or condition in the future.

E. No Election of Remedies. All rights, remedies and privileges granted to the Corporation 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.

F. Rights of Town of Munster. In addition to the rights of the Corporation and of an apartment or unit owner, the Town of Munster, Lake County, Indiana, may enforce, by equitable action, the provisions of this Declaration and the terms and conditions of the Indiana Horizontal Property Law of 1977, as amended, same being I.C. Section 32-1-6-1, et seq.

### XIII. AMENDMENT

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 mortgages, the Condominium Documents may be amended in the following manner:

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

1. 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.

2. Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the corporation or by the apartment or unit owners meeting as member of the Corporation, 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 (75%) percent of the Directors and seventy-five (75%) percent of the apartment owners and their mortgagees.

3. Recording: A copy of each amendment shall be certified by at least two (2) officers of the Corporation, 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.

**B. Corporation: Articles of Incorporation and By-Laws.** The Articles of Incorporation and the By-Laws of the Corporation shall be amended in the manner provided by such documents.

#### **XIV. TERMINATION**

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

**A. 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.

**B. 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 Corporation 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.

**C. This Document is the Property of Termination.** After termination of the Condominium, the apartment or unit 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 or unit owners shall be as set forth in Exhibit "A". All funds held by the Corporation 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 Corporation in connection with a termination shall be a common expense.

**D. Sale After Termination.** Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Corporation, following a termination by not less than three-fourths (3/4ths) vote of the owners, determines to accept an offer for the sale of the property, each apartment or unit owner shall be bound to execute such deed and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors direct. 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.

**E. 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 corporation itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND

All provision 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 or unit shall be paid before becoming delinquent.

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

C. Notice of Suit. Apartment or unit owners shall give notice to the Corporation of every suit or other proceeding which will or may affect the title to his apartment or unit, or any other part of the property, such notice to be given within five (5) days after the apartment or unit 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 Corporation shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES

A. Judicial Sales. No judicial sale of any apartment or unit, nor any interest therein, shall be valid unless the sale is to a purchaser approved by the Board of Directors of the Corporation, 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 Corporation.

C. Foreclosures. In the event proceedings are instituted to foreclose any mortgage on any apartment, the Corporation, on behalf of one or more apartment owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due to the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgagee, and in case of such redemption by the Corporation, the Corporation thus redeeming shall take and have also the sole title to the property redeemed, like a conveyance to the grantee, his heirs or assigns of 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 Corporation, 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 Corporation shall have the right to cure such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Corporation 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 or unit 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 Corporation. If the Corporation 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**

For so long as the Developer continues to own any of the apartments or units, the following provision shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment or unit owner to pay assessment as to each apartment or unit owned by him, in accordance with the Condominium Documents.

**A. Control by Developer.** For so long as the Developer owns two (2) or more of the apartments or units, a majority of the Board of Directors of the Corporation 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 Condominium Units.

**B. 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, phrase 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. CONDOMINIUM UNIT DEEDS**

Any transfer of an apartment or unit 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 used in constructing 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.

IN WITNESS WHEREOF, Declarants have caused this Declaration to be executed this 15<sup>th</sup> day of May, 1990.

SEE ATTACHED SIGNATURE ADDENDUM



TRUST No: 13-3099

NAME: Declaration of Condominium for

Golden Harvest Condominiums

THIS INSTRUMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 7th day of February 1990, creating Trust No: 13-3099; and it is expressly understood and agreed by the parties hereto, anything herein to contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the BANK OF HIGHLAND, HIGHLAND, INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the BANK OF HIGHLAND, HIGHLAND, INDIANA; on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said BANK OF HIGHLAND, HIGHLAND, INDIANA, has caused its name to be signed to these presents by a Vice President & Trust Officer, and its corporate seal to be hereunto affixed and attested by its Pres. & Trust Officer the day and year first above written.

**This Document is the property of the Lake County Recorder!**

BANK OF HIGHLAND, HIGHLAND, INDIANA, AS TRUSTEE AND NOT PERSONALLY,

BY: Angie De Long  
ANGIE DE LONG, VICE PRES. & TRUST OFFICER

ATTEST:

Bruce E. Leep  
Pres. & Trust Officer,  
STATE OF INDIANA )

COUNTY OF LAKE )

I, Marilyn Sudlow, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Angie De Long and Bruce E. Leep, of the Bank of Highland, Highland, Indiana, a State Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP & Trust Officer Pres. & Trust Off, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said state banking association, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said state banking association, did affix the said corporate seal of said state banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said state banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of May 1990.

Marilyn Sudlow

Marilyn Sudlow  
NOTARY PUBLIC  
LAKE COUNTY  
INDIANA  
MY COMMISSION EXPIRES: DEC 26, 1993

MY COMMISSION EXPIRES: \_\_\_\_\_  
RESIDENT OF Lake COUNTY

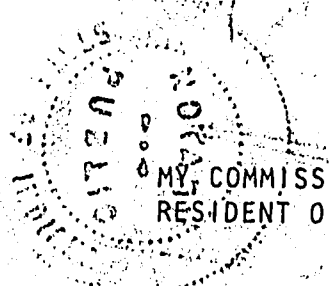


EXHIBIT "C"

BY-LAWS  
OF

GOLDEN HARVEST CONDOMINIUMS, INC.

A Corporation Not-For-Profit  
Under The Laws of the State Of Indiana

1. IDENTITY

These are the By-Laws of the Golden Harvest Condominiums, 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 May 1, 1970, subject to Charter granted by the Secretary and the Declaration affecting the land and all improvements thereon known as Golden Harvest Condominiums, Inc., Schererville, Indiana. The Corporation has been organized for the purpose of administering a condominium upon the following land in Lake County, Indiana:

Lot 5, a resubdivision of Lots 1, 2 and 1 thru 6, Harvest Manor Subdivision, Unit No. 1, Section No 1, to the Town of Schererville, as shown in Plat Book 61, Page 49 in the Office of the Recorder, Lake County, Indiana.

- a) The office of the corporation shall be at 2302 Robinhood, Schererville, Indiana 46375.
- b) The fiscal year of the corporation shall be the calender year.
- c) The seal of the corporation shall bear the name of the Corporation and the words "Corporation Not-For-Profit", and the year of the Incorporation.

2. MEMBERS

(a) The annual members meeting shall be held at the office of the Corporation or a designated unit in the complex at 8:00 PM, Central Standard time on May 15th 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.

(b) Special members meetings shall be held whenever called by the President or Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of written request from one-half of the entire membership.

(c) 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 Corporation, and shall be mailed not less than sixty 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.

(d) A quorum at members meetings shall consist of persons entitled to cast a majority of the vote 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 quorum.

(e) 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 the owners of the apartment and filed with the Secretary of the Corporation. 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.

(f) 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.

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

(h) 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.

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

1. Election of Chairman of the meeting.
2. Calling of roll and certification of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of all unapproved minutes.
5. Reports of officers.
6. Report of committees.
7. Election of inspectors of election.
8. Election of Directors
9. Unfinished business.
10. New Business.

### 3. DIRECTORS

(a) The Board of Directors shall consist of not less than 3 members. Each member of the Board of Directors shall be either the owner of a unit, be nominated by declarant, or be designated by Golden Harvest Condominiums, Inc.

(b) Election of Directors shall be conducted in the following manner:

1. 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 Corporation. Nominations for directorships and directors may be made from the floor. The election shall be by ballot, unless dispensed with by unanimous consent, and there shall be no cumulative voting.

2. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the ten remaining Directors.

3. Any Director may be removed by concurrence of 3/4ths of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Corporation at the same meeting.

(c) 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.

(d) The organization meeting of the newly-elected Board of Directors shall be held within ten days of their election, and no further notice of the organizational meeting shall be necessary providing a quorum is present.

(e) 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, at least least days prior to the day named for such meeting, unless such notice is waived.

(f) Special meetings of the Directors may be called by the President and must be called by the secretary at the written request of one half of the votes of the Board. Not less than three days notice of the meeting shall be given personally or by mail, which notice shall state the time, place and purpose of the meeting.

(g) 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.

(h) 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 the 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.

(i) The presiding officer of Directors meeting shall be the President or in his absence, the Vice-President.

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#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Corporation shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Corporation, 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.

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

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

(c) The maintenance, repair, replacement and operation of the condominium property, including the common area and facilities, including the payments therefore.

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

(e) To make and amend rules and regulations governing the details of the operation and the use of the common areas and facilities in the condominium.

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

(g) To contract personnel necessary for the maintenance, repair and replacement of the common areas and facilities and to further provide for the removal of the same.



(h) 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.

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

(j) 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.

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

## 5. OFFICERS

(a) The executive officers of the Corporation shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Secretary/Treasurer 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 be the 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 Corporation.

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

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

(d) The Secretary/Treasurer 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 Corporation and affix the same to instruments requiring a seal when duly signed. The Secretary/Treasurer shall have custody of all property of the Corporation, 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 Corporation in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Secretary/Treasurer shall also have control over the approval of payment vouchers for work done on behalf of or at the specific instance and request of the Corporation. The payment vouchers shall be presented to the Secretary/Treasurer who shall verify the same with the maintenance director or committee.

## 6. FISCAL MANAGEMENT

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

(a) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the 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.

### (b) Budget:

1. The Board of Directors shall adopt a budget for each calendar year which shall include estimates of the cost of performing the functions of the Corporation, including but not limited to the following items:

#### a. Common Expense Budget:

i. Maintenance and operation of common elements:

Landscaping  
Street & Walkways  
Parking Areas

ii. Utility Services  
iii. Casualty Insurance  
iv. Liability Insurance  
v. Administration & Taxes

2. Proposed assessments against each member:

i. Common expense account  
ii. Alteration and improvements account  
iii. Reconstruction and repair account  
iv. Emergency account

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

(d) An audit of the accounts of the Corporation shall be made annually by an accountant.

(e) Fidelity bonds may be required by the Board of Directors from all officers and employees of the Corporation, and from any contractor handling or responsible for corporation 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 Corporation.

(f) The common expenses of the Corporation shall be paid by each condominium owner on a monthly basis; the amount so paid shall be set by the Board of Directors and shall be based on the amount of the common expenses for the year computed by the Treasurer and based upon the projected yearly budget; the amount to be paid shall be paid by the first day of each month to the Treasurer of the Corporation; the total amount each individual condominium owner shall pay shall be based upon a percentage computed on the number of apartments owned in relation to the number of such apartments in the condominium complex.

7. PARLIAMENTARY RULES.

Robert's Rules of Order (latest addition) 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 of Condominium.



B. AMENDMENTS

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

(a) 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.

(b) A resolution adopting a proposed amendment must receive approval of three-fourths of the votes of the entire membership. Members not present at the meeting may express their approval in writing.

(c) Initiation. An amendment may be proposed by either the Board of Directors or the membership of the Corporation, and after being proposed and approved by one of the bodies, it must be approved by the other.

(d) Effective date. An amendment when adopted shall become effective only after being recorded in the public records of Lake County, Indiana.

(e) These bylaws shall be amended, if necessary so as to make the same consistent with the provisions of the Declaration of Condominium.

9. CONTROL BY DEVELOPER

Notwithstanding anything heretofore contained to the contrary, for so long as the Developer shall own 50% or more of the units in the condominium development, 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 owner of units.

The foregoing were adopted as the By-Laws of Golden Harvest Condominiums, Inc., a Corporation Not-For-Profit under the laws of the State of Indiana, at the first meeting of the Board of Directors

*Elythe M Rottier*  
Secretary/Treasurer - Elythe M Rottier

Approved:

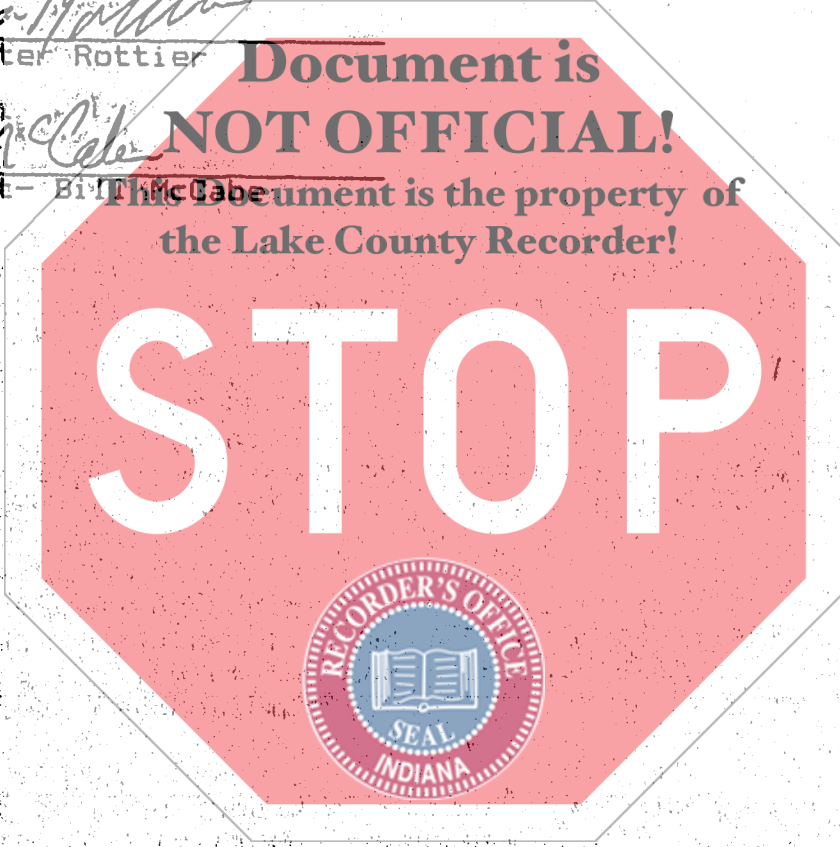
*Peter Rottier*  
President - Peter Rottier

*Bill McCabe*  
Vice President - Bill McCabe

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"EXHIBIT D"

GOLDEN HARVEST CONDOMINIUMS, INC.

RULES & REGULATIONS

The following rules and regulations shall be binding on all property owners, pursuant to Indiana Code, I.C. Section 32-1-6-8.

1. PETS:

No pets will be allowed in any building without prior approval of the Board of Directors.

2. UNSIGHTLY OBJECTS:

The balconies and patios are intended for patio furniture only, and no articles are to be stored or hung on same.

3. WINDOW MAINTENANCE:

The interior side of the window in an apartment is the Owners responsibility. The external side of all glass is the responsibility of the Corporation.

4. MAINTENANCE OF PUBLIC AND PRIVATE HALLS:

The cleaning and maintenance of the common halls is the Corporations responsibility. The front and rear hall stairways shall not be used for the storage of furniture or other articles.

5. EXTERNAL MAINTENANCE:

All external maintenance of buildings, common areas, parking lots, driveways, sidewalks, limited common areas, lawns and landscaping is the responsibility of the Corporation. Snow removal is the Corporations responsibility.

6. GARBAGE HANDLING:

Any loose garbage should be deposited in the garbage dumpster provided outside. It is the corporations responsibility to dispose of the garbage from the garbage containers.

7. EXTERNAL PARKING:

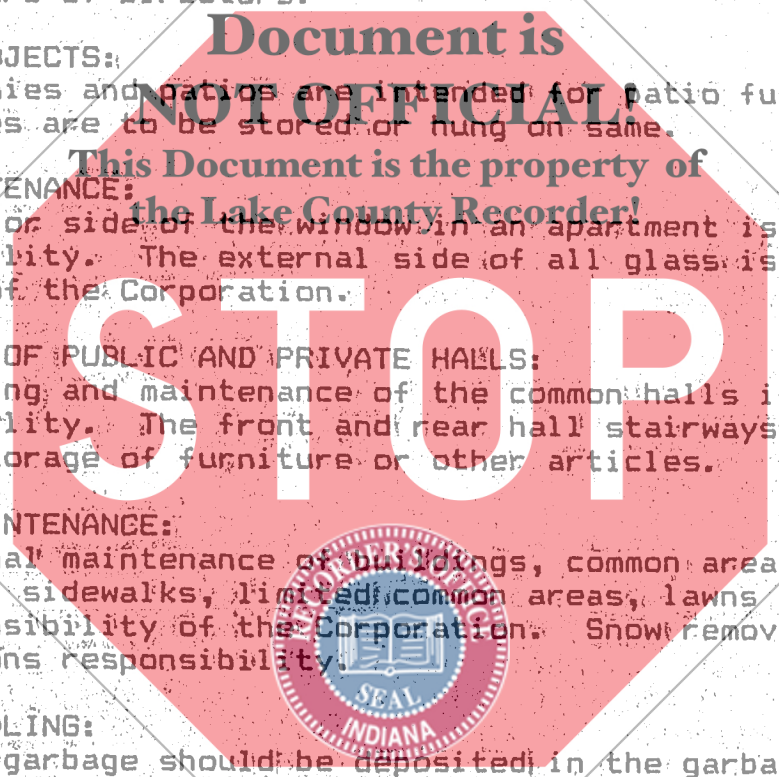
The space provided for parking of autos is for this purpose only and not to be used for the storage of boats, trailers, ect... Guest parking is permitted only in the public street.

8. WINDOW AND SLIDING DOOR COVERINGS:

Draperies are the responsibility of the Owner; however, all front externally exposed areas of draperies must have white or off white linings.

9. PEST CONTROL:

Pest control within an apartment is the Owners responsibility. Pest control within a condominium building is the Corporations responsibility.



10. INSURANCE:

Each tenant is required to carry insurance in accordance with the provisions of the Declaration.

11. FLOOR COVERINGS:

The Owner is responsible for maintaining any and all floor coverings located within their own respective units. The owner shall replace such floor covering with the same or superior material at the Owners expense.

12. EQUIPMENT MAINTENANCE:

Maintenance of equipment within the apartment unit is the Owners responsibility. However, such maintenance must be performed by service companies approved by the Corporation. This includes the heating and ventilating equipment and the TV antennas.

13. KEYS:

The keying system within a building is master keyed for maintenance purposes and may not be altered. Maintenance of the master key system is the Corporations responsibility; however replacement of lost keys shall be paid for by the Owner. Mail box keys are the Owners responsibility.

14. MINIMUM HEAT:

The minimum heat required by Owners who are absent during the winter is 55 degrees.

15. OCCURANCY:

It is intended that one family occupy one unit with no more than two persons per bedroom. Each of the units shall be occupied for residential purposes only. No unit may be divided or subdivided into a smaller unit, nor any room or portion thereof sold, transferred or leased; transient tenants shall not be permitted, however owners, subject to any other provisions of this document, are free to let units as a whole, by written lease of no less than one year duration, as long as all other provisions in said condominium document concerning leases are met and lesse expressly agrees to comply with all provisions of the condominium document, rules and regulations, sub-letting is not permitted. The declarant, however, shall be entitled to lease a Unit for a period of less than one year.

16. NOISE:

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

17. TV MAINTENANCE:

TV maintenance is the owners responsibility by service companies approved by the corporation. The TV antenna serving the building shall be the corporations responsibility.

18. DELIVERIES:

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

19. SIGNS:

Signs or advertising for any reason are prohibited.

20. CAR WASHING:

Car washing is permitted in the area of the rear of the building.

21. LAWNS:

No property of any description is to be placed on or permitted to remain on the lawns. Lawn maintenance is the responsibility of the Corporation.

