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ENABLING DECLARATION

TRANS FROM KEY 33-46-8  
DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER.

ESTABLISHING A PLAN FOR THE 7142 HOHMAN AVENUE

CONDOMINIUM

FEB 26 1991

NEW KEY 36-520-1 to 4

*Anna N. Pator*  
AUDITOR LAKE COUNTY  
UNIT A, B, C, D

SECTION ONE

Mercantile National Bank of Indiana, herein referred to as grantor, owns certain real property described herein, as Trustee, under the provision of a Trust Agreement dated December 26, 1957, known as Trust Number 2212,

SECTION TWO

Grantor has improved the property by constructing thereon a four-unit multifamily structure known as 7142 Hohman Avenue Condominiums, which was constructed in accordance with plans and specifications prepared by Bachman & Bertram, Architects and Engineers, on record in the office of the Building Commissioner of the City of Hammond, State of Indiana, listed in the Building Permit Ledger for 1958, in the Hohman Avenue section, Building Permit granted November 18, 1958.

The four-unit multifamily structure known as 7142 Hohman Avenue consists of:

1. A basement to be used for common storage, for limited common areas and facilities as indicated on the floor plan, for separate space heating, water heating and incinerator facilities appurtenant to each condominium unit ("unit") as indicated on the floor plan, and for such other use as the owners association may from time to time determine.
2. A ground floor and second floor, each floor containing two condominium units for residential purposes only, as indicated in the floor plan.
3. Two garage units, each with two two-car garage spaces, to be used as limited common areas and facilities as indicated on the floor plan.
4. Other common areas and facilities as indicated on the floor plan.

SECTION THREE

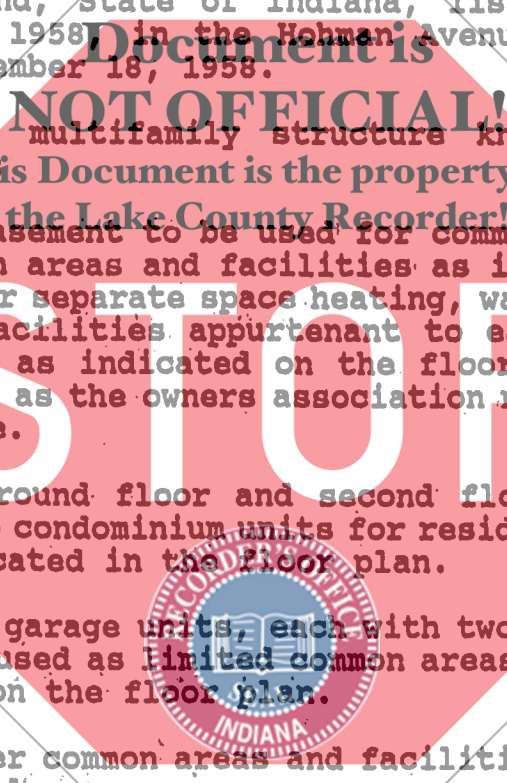
Grantor hereby establishes a plan for the individual ownership of the real property estates consisting of the area or space contained in each of the condominium units in the multifamily structure, in each of the garage units, in each of the storage units, and in each of the utility facilities, and the co-ownership by the individual and the separate co-owners thereof, as tenants in common, of all the remaining real property that is hereinafter defined and referred to as the "common areas and facilities."

SECTION FOUR

Grantor, the fee owner of the real property described as:

Lots 15 and 16 in Eggebrecht's Addition to the City of Hammond, as shown in Plat Book 18,

*See White A. See Plat Book 070-08*



STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
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STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
FILED FOR RECORD  
FEB 27 1991

*11.00  
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158.00*

page 11, in the office of the Recorder of Lake County, Indiana (said property having a frontage of 105 feet on Hohman Avenue with a depth of 170 feet),

hereby makes the following declaration as to divisions, covenants, restrictions, limitations, conditions, and uses to which the above-described real property and improvements thereon, consisting of a four-unit multifamily structure, two four-car garage structures, and appurtenances, may be put, and hereby specifies that the declaration shall constitute covenants to run with the land and shall be binding on grantor, its successors and assigns, and all subsequent owners of all or any part of the described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

A. Grantor, in order to establish a condominium for the above-described property and improvements, covenants that it hereby divides the real property into the following separate freehold estates:

1. The four separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each condominium unit in the multifamily structure constructed on the described property, which spaces are defined and referred to herein as "condominium."

2. A freehold estate consisting of the remaining portion of the real property is described and referred to herein as the "common area and facilities," which definition includes the multifamily structure and the property on which it is located, and specifically includes, but is not limited to, the land, roof, main walls, basement, elevator, elevator shaft, staircases, lobbies, halls, garages, storage spaces, trees, pavement, pipes, wires, conduits, air conditioners and ducts, and other public utility lines.

B. For the purpose of this declaration, the ownership of each condominium space shall include the twenty-five percent (25%) undivided interest in the common areas and facilities specified and established in Paragraph E hereof, and each condominium space together with the undivided interest is defined and hereafter referred to as "family unit."

C. A portion of the common areas and facilities is hereby set aside and allocated for the restricted use of the respective condominium spaces, as is designated herein, and as shown on floor plan attached hereto, and those areas shall be known as "limited common areas and facilities."

D. The four individual condominium spaces hereby established and which shall be individually conveyed are described as follows:

1. Condominium No. A. It is located on the first floor, south side of the condominium building, designated by letter "A" in Exhibit A, p. 2. Said condominium consists of a foyer, a living room, a study, a dining room, a kitchen, two bedrooms, three bathrooms, and appurtenant hallways, closets and fixtures, all as shown on said floor plan, Exhibit A. Further description of appurtenant limited common areas and facilities is found in Section 4, Subsection G, infra.

2. Condominium No. B. It is located on the first floor, north side of the condominium building, designated by letter "B" in Exhibit A, p. 2. Said condominium consists of a foyer, a living room, a dining room, a kitchen, two bathrooms, three bedrooms, and appurtenant hallways, closets and fixtures, all as shown on said floor plan, Exhibit A. Further description of appurtenant limited common areas and facilities is found in Section 4, Subsection G, infra.
3. Condominium No. C. It is located on the second floor, south side of the condominium building, designated by letter "C" in Exhibit A, p. 3. Said condominium consists of a foyer, a living room, a dining room, a kitchen, two bathrooms, two bedrooms, and appurtenant hallways, closets and fixtures, all as shown on said floor plan, Exhibit A. Further description of appurtenant limited common areas and facilities is found in Section 4, Subsection G, infra.
4. Condominium No. D. It is located on the second floor, north side of the apartment building, designated by letter "D" in Exhibit A, p. 3. Said condominium consists of a foyer, a living room, a dining room, a kitchen, two bathrooms, three bedrooms, and appurtenant hallways, closets and fixtures, all as shown on said floor plan, Exhibit A. Further description of appurtenant limited common areas and facilities is found in Section 4, Subsection G, infra.

Said condominiums were previously referred to by number in a cooperative agreement entered into on December 26, 1957. Condominium No. A was No. 2; No. B was No. 1; No. C was No. 4; and No. D was No. 3.

E. The undivided interest in the common areas and facilities hereby established and which shall be conveyed with each respective condominium space is twenty-five percent (25%) per condominium.

The twenty-five percent (25%) undivided interest established and to be conveyed with the respective condominium spaces, cannot be changed, and grantor, its successors and assigns, and grantees, covenant that the undivided interests in the common areas and facilities and the fee titles to the respective condominium spaces conveyed therewith, shall not be separated or separately conveyed, and each undivided interest shall be deemed to be conveyed or encumbered with its respective condominium space, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium space.

F. The proportionate shares of the separate co-owners of the respective condominium units in the profits and common expenses of the common areas and facilities, as well as their proportionate representation for voting purposes in the association of co-owners, shall be twenty-five percent (25%).

G. The limited common areas and facilities allocated for the restricted uses of the respective condominium units are as follows:

Condominium Unit "A". That portion of the garage structures designated on the floor plan as garage "A", and storage space "A"; limited common areas and facilities located in the basement areas are further described, located, and shown on floor plan attached hereto as basement areas and fixtures "A".

Condominium Unit "B". That portion of the garage structures designated on the floor plan as garage "B", and storage space "B"; limited common areas and facilities located in the basement areas are further described, located, and shown on floor plan attached hereto as basement areas and fixtures "B".

Condominium Unit "C". That portion of the garage structures designated on the floor plan as garage "C", and storage space "C"; limited common areas and facilities located in the basement areas are further described, located, and shown on floor plan attached hereto as basement areas and fixtures "C".

Condominium Unit "D". That portion of the garage structures designated on the floor plan as garage "D", and storage space "D"; limited common areas and facilities located in the basement areas are further described, located, and shown on floor plan attached hereto as basement areas and fixtures "D".

H. Attached hereto and made a part hereof as Exhibit "A" is the floor plan consisting of four (4) sheets as prepared by Bachman & Bertram, Architects and Engineers, dated June 11, 1959.

I. Grantor, its successors and assigns, by this declaration and all future co-owners of the condominium units, by their acceptance of their deeds, covenant as follows:

1. The common areas and facilities shall remain undivided; and no co-owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the co-owners with respect to the operation and management of the condominium.

2. The condominiums shall be occupied and used by the respective co-owners only as a private dwelling for the co-owner, his family, tenants (as limited by Paragraph L), and social guests and for no other purpose. No part of said premises shall be used as a boarding or lodging house, or for a school, or to give instructions in music or singing, and no part thereof shall be offered for rent by placing notices on any door, window, or wall or the building. No part of said premises shall be used for any commercial or professional purposes, excepting occasional calls.

3. The co-owners of the respective condominiums shall not be deemed to own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding the respective condominiums, nor shall co-owners be deemed to own pipes, wires, conduits, or other public utility lines running through the respective condominiums that are utilized for, or serve, more than one condominium, except as tenants in common, as provided in Paragraph E above. The co-owners, however, shall be deemed to own the walls and partitions that are contained in their respective condominium, and also shall be deemed to own the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, and the like.

4. The co-owners of the respective condominiums agree that if any portion of the common areas and facilities encroaches on the condominiums, a valid easement for the encroachment and for the

maintenance of the same so long as it stands, shall exist. In the event the multifamily structure is partially or totally destroyed and then rebuilt, the co-owners of condominiums agree that minor encroachment of parts of the common areas and facilities due to construction shall be permitted and that valid easement for such encroachment and the maintenance thereof shall exist.

5. A co-owner of a "family unit", on becoming the co-owner of a "family unit or units", shall automatically be a member of the association of co-owners, referred to as the association, and shall remain a member of the association until such time as his ownership ceases for any reason, at which time his membership in the association shall automatically cease.

6. The co-owners of family units agree that the administration of the condominiums shall be in accordance with the provisions of this declaration and the Bylaws of the association, which are made a part hereof and attached as Exhibit "B".

7. Each co-owner, tenant or occupant of a family unit shall comply with the provisions of this declaration, the bylaws, decisions and resolutions of the association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for action to recover sums due for damages or for injunctive relief.

8. This declaration shall not be revoked or any of the provisions herein amended unless all of the co-owners and the mortgagees of all of the mortgages covering the family units unanimously agree to such revocation or amendment by duly recorded instruments.

9. The co-owners of the family units are bound to contribute twenty-five percent (25%) each toward the expenses of administration and of maintenance and repair of the general common areas and facilities, and in the proper case, of the limited common areas and facilities, of the building, and toward any other expense lawfully agreed upon.

10. No co-owner of a family unit may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his family unit.

J. All sums assessed by the association but unpaid for the common expenses chargeable to any family unit shall constitute a lien on such family unit prior to all other liens except only (1) tax liens on the family unit in favor of the assessing unit and special district and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the manager or board of directors, acting on behalf of the co-owners of the family units, in like manner as a mortgage of real property. In any such foreclosure the family unit co-owner shall be required to pay a reasonable rental fee for the family unit, as provided in the bylaws, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The manager or board of directors, acting on behalf of the co-owners of the family units, shall have power to bid on the unit at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

K. Where the mortgagee of the first mortgage of record or other purchaser of a family unit obtains a title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association chargeable to such family unit that became due prior to the acquisition of title to such family unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from co-owners of all of the family units, including such acquirer, his successors and assigns.

L. Subject to the provisions of this declaration any co-owner may sell and assign all his right, title, and interest in the premises, provided, however, that in case of sale, any co-owner or owners not selling shall have thirty (30) days after written notice of the intention to sell within which to exercise a prior and first right to purchase the selling co-owner's interest at the same price, and on the same terms except that payment shall be all cash, which the selling co-owner in good faith has offered or intends offering his interest to another purchaser. Written notice of intention to sell, stating the terms of proposed sale and the price, shall be delivered or mailed by registered mail to the co-owners not selling, at their respective addresses last known to the seller. If such co-owners or any of them desire to exercise the option herein granted, they shall, within the thirty (30) days provided for, deliver or mail by registered mail to selling co-owner at his address last known to the co-owner who elects to exercise such option, written notice of the exercise of such option to buy for cash, but otherwise upon the terms expressed in the notice of intention to sell. Two co-owners desiring so to purchase together such interest shall have the prior right so to purchase, in preference to one such co-owner who desires so to purchase. If more than one co-owner desires alone to purchase such interest, and they cannot agree as to which of them is to be the purchaser, or to purchase together, the one entitled to purchase shall be selected by lot. The provisions of this paragraph shall not be applicable to the sale, conveyance, or transfer by a co-owner to his spouse or blood relative, or sale pursuant to power in a mortgage or by judicial process. Any co-owner may let, or rent the designated condominium unit and appurtenant occupancy rights to the full extent of his right and occupancy as defined in this declaration; provided, however, no condominium unit shall be so rented, let or sublet without the written approval of all the remaining co-owners.

M. In the event the property subject to this Enabling Declaration is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided for by IC 32-1-6-19--32-1-6-21.

N. In a voluntary conveyance of a family unit grantee of the unit shall be jointly and severally liable with grantor for all unpaid assessments by the association against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to grantee's right to recover from grantor the amounts paid by grantee therefor. However, any such grantee shall be entitled to a statement from the manager or board of directors of the association, as the case may be, setting forth the amount of the unpaid assessments against grantor to the association; and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a lien for any unpaid assessments made by the association against grantor in excess of the amount therein set forth.

O. All agreements and determinations lawfully made by the association in accordance with the voting percentages established in the Horizontal Property Law, IC 32-1-6-1 et seq, this declaration or the bylaws, shall be deemed to be binding on all co-owners of family units, their successors and assigns.

P. The board of directors of the association of condominium co-owners or the management or the agent of manager, shall obtain and continue in effect blanket property insurance in forms and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the co-owner of a family unit to obtain individual family unit insurance.

Q. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the association, and such payments shall be held in a separate escrow account of the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

R. So long as grantor, its successors and assigns, owns one or more of the family units established and described herein, grantor, its successors and assigns shall be subject to the provisions of this declaration and of Exhibits "A" and "B" attached hereto; and grantor covenants to take no action that would adversely affect the rights of the association with respect to assurances against latent defects in the property or other right assigned to the association, the members of such association, and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

S. The terms "declaration" and "condominium" as used herein shall mean and include the terms "master deed" and "horizontal property regime," respectively.

T. All provisions of the Horizontal Property Law IC 32-1-6-1--32-1-6-31, shall be incorporated into this Enabling Declaration. If any provisions herein shall conflict with said statute, except where authorized by said statute, it is accepted that the provisions of the statute shall apply.

U. Each and every provision of this Enabling Declaration shall be independent of each and every other provision thereof and the invalidity or unenforceability for any reason of any provision shall not affect the validity or enforceability of any other provision.

Date: November 13, 1990:

MERCANTILE NATIONAL BANK OF INDIANA  
as Trustee under Trust No. 2212

By David Forbes

DAVID FORBES  
Assistant Vice President / Trust Officer

This instrument prepared by Richard M. Schumacher, 200 Russell St.,  
Hammond, Indiana 46320.

ENABLING DECLARATION ESTABLISHING A PLAN FOR THE 7142 HOHMAN AVENUE CONDOMINIUM  
7142 HOHMAN AGENCY TRUST #2212

THIS INSTRUMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 26TH day of DECEMBER 1987, creating Trust No. 2212; and it is expressly understood and agreed by the parties hereto, anything herein to the 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 MERCANTILE NATIONAL BANK OF 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 MERCANTILE NATIONAL BANK OF 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 MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a ASST. VICE PRESIDENT/TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its ASST. VP/CORPORATE TRUST the day and year first above written.

This Document is the property of  
MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID  
the Lake County Recorder!  
AND NOT PERSONALLY,

BY: David L. Forbes  
DAVID L. FORBES, ASST. VICE PRESIDENT/  
TRUST OFFICER

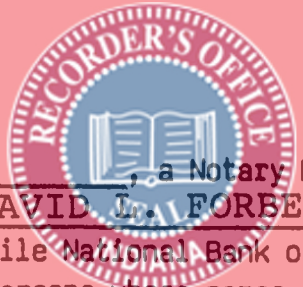
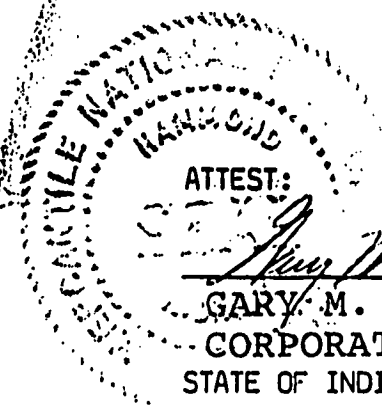
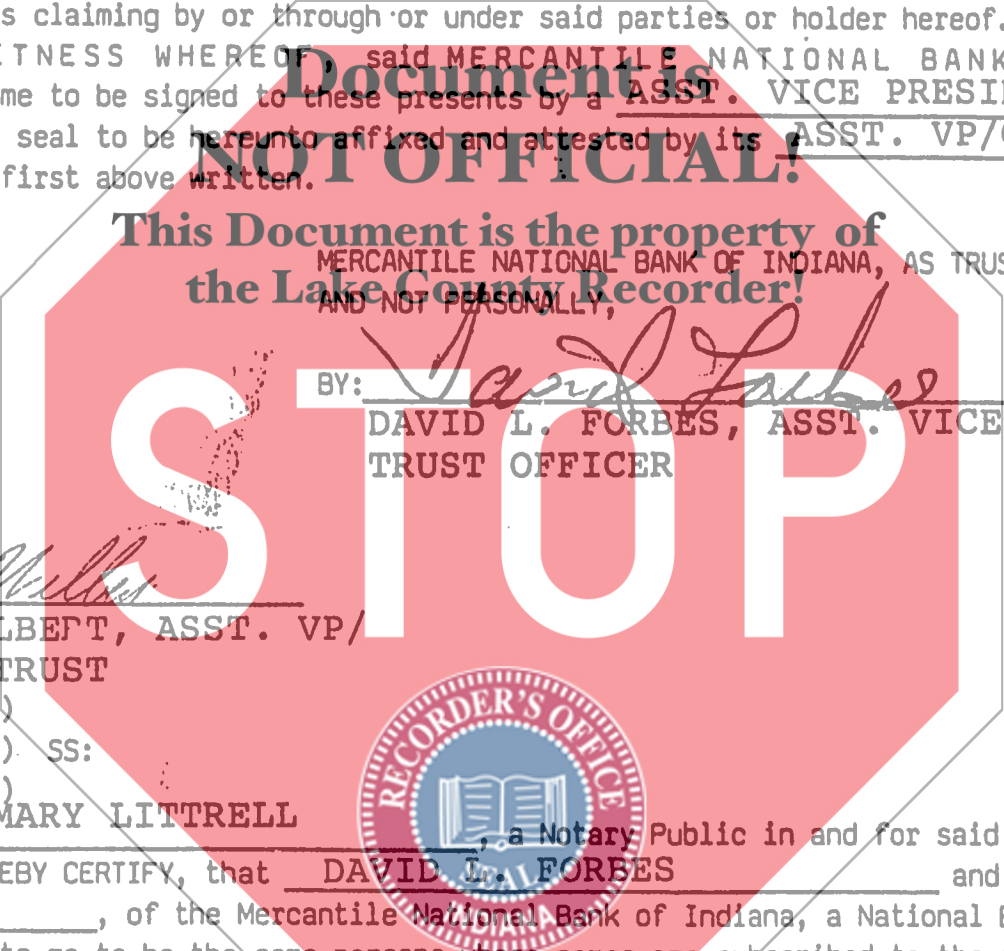
ATTEST:  
Gary M. Wilbert  
GARY M. WILBERT, ASST. VP/  
CORPORATE TRUST  
STATE OF INDIANA )

SS: )  
COUNTY OF LAKE )  
I, MARY LITRELL, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that DAVID L. FORBES and GARY M. WILBERT, of the Mercantile National Bank of Indiana, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VP/TRUST OFFICER and ASST. VP/CORPORATE TRUST, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as thier own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said ASST. VP/CORPORATE TRUST did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21ST day of FEBRUARY, 19 91.

Mary Littrell  
MARY LITRELL NOTARY PUBLIC

MY COMMISSION EXPIRES: 12/25/94  
RESIDENT OF LAKE COUNTY



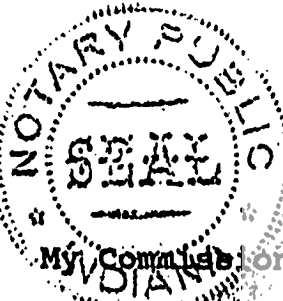


STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned notary on this 13th day of November, 1990, personally appeared David L. Forbes of Mercantile National Bank, who acknowledged the statements contained in the foregoing Enabling Declaration are true and who also affirmed that he is duly authorized to execute this document on behalf of the corporation.

Angela Carpenter  
Notary Public

Angela Carpenter  
Notary's Name Printed



My Commission Expires:  
March 22, 1994

Resident of Lake County,  
State of Indiana

**Document is  
NOT OFFICIAL!**

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

**STOP**



## BYLAWS

OF 7142 HOHMAN AVENUE

## CONDOMINIUM

## ARTICLE I

## PLAN OF CONDOMINIUM OWNERSHIP

**Section One: Condominium Ownership.** The project located at 7142 Hohman Avenue, City of Hammond, State of Indiana, known as 7142 Hohman Avenue Condominium is submitted to the provisions of the Horizontal Property Law, IC 32-1-6-1 et seq.

**Section Two: Bylaws Applicability.** The provisions of these bylaws are applicable to the project. (The term "project" as used herein shall include the land.)

**Section Three: Personal Application.** All present or future co-owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulation set forth in these bylaws.

The mere acquisition or rental of any of the condominium units, herein referred to as units, of the project or the mere act of occupancy of any of the units will signify that these bylaws and provisions of the regulatory agreement are accepted, ratified, and will be complied with.

## ARTICLE II

## VOTING, MAJORITY OF CO-OWNERS, QUORUM, PROXIES

**Section One: Voting.** Voting shall be on a percentage basis and the percentage of the vote to which the co-owner is entitled is the percentage assigned to the family unit or units in the Enabling Declaration.

**Section Two: Majority of co-owners.** As used in these bylaws the term "majority of co-owners" shall mean those co-owners holding at least 51 percent (51%) of the votes in accordance with the percentages assigned in the Enabling Declaration.

**Section Three: Quorum.** except as otherwise provided in these bylaws, the presence in person or by proxy of a "majority of co-owners" as defined in the preceding paragraph of this article shall constitute a quorum.

**Section Four: Proxies.** Votes may be cast in person or by proxy. Proxies must be filed with the secretary before the appointed time of each meeting.

## ARTICLE III

## ADMINISTRATION

**Section One: Association Responsibilities.** The co-owners of the units will constitute the Association of Co-owners, hereinafter referred to as association, who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments. The association may arrange for the management of the project pursuant to an agreement containing provisions relating to the duties, obligations, removal, and compensation of the management agent. Except as otherwise

provided, decisions and resolutions of association shall require approval by a majority of co-owners.

**Section Two: Place of Meetings.** Meetings of association shall be held at such suitable place convenient to the co-owners as may be designated by the board of directors.

**Section Three: Annual Meetings.** The first annual meeting of association shall be held on \_\_\_\_\_, 19\_\_\_. Thereafter, annual meetings shall be held on the \_\_\_\_\_ of \_\_\_\_\_ of each succeeding year. At such meetings there shall be elected by ballot a board of directors in accordance with the requirements of Section Five of Article IV of these bylaws. The co-owners may also transact such other business of association as may properly come before them.

**Section Four: Special Meetings.** It shall be the duty of the president to call a special meeting of the co-owners as directed by resolution of the board of directors or on a petition signed by a majority of the co-owners and having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice unless by unanimous consent of the co-owners present, either in person or by proxy.

**Section Five: Notice of Meetings.** It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each co-owner of record, at least five but not more than 10 days prior to such meeting. The mailing of notice in the manner provided in this section shall be considered notice served.

**Section Six: Adjourned Meetings.** If any meeting of co-owners cannot be organized because a quorum has not attended, the co-owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

**Section Seven: Order of Business.** The order of business at all association meetings shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver notices.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.

#### ARTICLE IV

#### BOARD OF DIRECTORS

**Section One: Number and Qualification.** Association's affairs shall be governed by a board of directors composed of four persons, all of whom must be co-owners of units in the project.

**Section Two: Powers and Duties.** The board of directors shall have the powers and duties necessary for the administration of association's affairs and may do all such acts and things as are not by law or by these bylaws directed to be exercised and done by the co-owners.

**Section Three: Other Duties.** In addition to duties imposed by these bylaws or by resolutions of association, the board of directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the project and common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the co-owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities, and the restricted common areas and facilities.

**Section Four: Management Agent.** The board of directors, by unanimous action, may employ for the association a management agent at a compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Section Three of this article.

**Section Five: Election and Term of Office.** The term of office of all directors shall be fixed at one year. The directors shall hold office until their successors have been elected and hold their first meeting.

**Section Six: Vacancies.** Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at association's next annual meeting.

**Section Seven: Removal of Directors.** At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

**Section Eight: Organization Meeting.** The first meeting of the newly elected board of directors shall be held within 10 days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided the whole board shall be present.

**Section Nine: Regular Meetings.** 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, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the board of directors shall be given to each director, personally or by mail, telephone, or telegraph, at least three days prior to the day named for such meeting.

**Section Ten: Special Meetings.** Special meetings of the board of directors may be called by the president on three days' notice to each director, given personally or by mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the board of directors shall be called by the president or secretary in

like manner and on like notice on the written request of at least two directors.

**Section Eleven: Waiver of Notice.** Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

**Section Twelve: Board of Director's Quorum.** At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the board of directors. If, at any meeting of the board of directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**Section Thirteen: Fidelity Bonds.** The board of directors may require that all officers and employees of association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the association.

**Section Fourteen:** The board of directors shall receive no compensation for performance of their duties.

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ARTICLE V  
OFFICERS

**Section One: Designation.** The principal officers of association shall be a president, a secretary, and a treasurer, all of whom shall be elected by and from the board of directors.

**Section Two: Election of Officers.** The officers of association shall be elected annually by a majority of the board of directors at the organization meeting of each new board and shall hold office at the pleasure of the board.

**Section Three: Removal of Officers.** On an affirmative vote of a majority of the members of the board of directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board called for such purpose.

**Section Four: President.** The president shall be the chief executive officer of the association. He shall preside at all meetings of the association or the board of directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the co-owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of association's affairs.

**Section Five: Secretary.** The secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of association; he shall have charge of such books, and papers, as the board of directors may direct; and he shall, in

general, perform all the duties incident to the office of secretary.

**Section Six: Treasurer.** The treasurer or the management agent shall have responsibility for association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit of, association in such depositories as may be designated by the board of directors. Mercantile National Bank of Indiana is the initially designated depository. The treasurer, the management agent or such other officer as shall be designated by the board of directors, shall approve and pay all vouchers submitted for payment for work performed for amounts not in excess of Two Hundred Dollars (\$200.00). Except upon unanimous consent of the board of directors, the management agent shall not be authorized to approve and pay vouchers for amounts in excess of Two Hundred Dollars (\$200.00).

#### ARTICLE VI

#### OBLIGATION OF THE CO-OWNERS

**Section One: Assessments.** All co-owners are obligated to pay monthly assessments imposed by association to meet all project communal expenses, including maintenance, repair and replacement of the common areas and facilities. It shall be the duty of the association to maintain the project as a first class condominium building, and to keep alleys, driveways, automobile parking areas, yards, courts, and sidewalks of the premises clean, free from snow and ice, and in good condition and repair. The expense of maintaining and keeping in good repair the foundations, walls, supports, basement, roof, gutters, beams and any and all main or principal pipes or ducts for carrying water, gas, heat and air conditioning throughout the project, and any and all apparatus intended for the general service of the project, or other parts of the premises shall be borne proportionately by each co-owner. The supervision of maintenance, repairs, replacements and general operation, keeping up the entire project and other areas of the premises, or areas appurtenant thereto, and all repairs, replacements, and comparable tasks for more than one co-owner, but for less than all co-owners, shall be done under the supervision and direction of such person or persons designated by a majority of the co-owners from time to time. Such designated person or persons may be a firm, corporation, or public official, and if an individual, or individuals, need not be one or more of the co-owners. The designation may be for all such purposes or for one or more thereof. If such designated person or persons is a co-owner or owners, there shall be a liberal construction of the delegation of authority to him or them, including authority to make contracts on behalf of all co-owners or the particular co-owners in interest, to sue in the name and on the behalf of all co-owners or the particular co-owners and to collect on their behalf, and on behalf of all co-owners to receive proceeds of any insurance herein mentioned; to compromise and settle claims therefor, and properly to apply the proceeds of such insurance, or settlement or claim thereon. Expenses may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Enabling Declaration.

**Section Two: Individual Costs.** Each co-owner shall pay such of his own gas, electric, telephone, and other utility bills, as are separately metered, separately supplied to the unit of such co-owner by the utility company or authority, or are susceptible of separate billing to the respective co-owners. The expense of any such utility service which is supplied to the buildings without separate supply to the other units by said utility company or authority, or without separate billing to the respective co-owners, shall be borne proportionately by the co-owners whose units utilize such services in common.

**Section Three: Unpaid Charges.** All sums assessed by the association of co-owners but unpaid for the share of the common expenses chargeable to any unit shall constitute a lien from time of assessment on such unit prior to all other liens except only (i) tax liens on the unit in favor of any assessing unit and special district, and (ii) all sums unpaid on a first mortgage of record. Such lien may be filed and foreclosed by suit by manager or board of directors, acting on behalf of the association of co-owners, under laws of this state governing mechanics' and materialmen's liens. In any such foreclosure the co-owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The manager or board of directors, acting on behalf of the association of co-owners, shall have power, to bid on the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments by the association of co-owners chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the co-owners including such acquirer, his successors and assigns.

**Section Four: Maintenance and Repair.**

- (a) Every co-owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the project in its entirety or in a part belonging to other co-owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps, appliances, and all other accessories belonging to the unit area shall be at the co-owner's expense.
- (c) A co-owner shall reimburse association for the expense of any repairs or replacements occasioned by the negligence, or willful acts of his family or guests.

**Section Five: Use of Family Units - Internal Changes.**

- (a) All units shall be utilized for residential purposes only as specified in the Enabling Declaration.
- (b) A co-owner shall not make structural modifications or alterations in his unit or installations located therein without previously notifying association in writing, through the president of the board of directors. The association shall have the obligation to answer within 30 days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

**Section Six: Use of Common Areas and Facilities and Restricted Common Areas and Facilities.**

- (a) A co-owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevator, and other project areas and facilities of a similar nature both common and restricted, any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (b) A co-owner shall maintain his garage space and basement storage space, limited common areas and facilities as identified on the floor plan, in good condition and repair, at his own expense. No portion of said basement or other area shall be partitioned off or substantially altered by one co-owner except upon consent and agreement in writing of all co-owners, but a majority of the co-owners may make reasonable and fair provision for providing storage areas not now existent.

**Section Seven: Right of Entry.**

- (a) A co-owner shall grant the right of entry to the management agent or to any other person authorized by the board of directors or association in case of any emergency originating in or threatening his unit, whether the co-owner is present at the time or not.
- (b) A co-owner shall permit other co-owners, or their representatives, when so required, to enter his unit for the purpose of installing, altering or repairing the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the co-owner. In case of an emergency, such right of entry shall be immediate.

**Section Eight: Rules of Conduct.**

- (a) No resident of the project shall post any advertisement or posters of any kind in or on the project except as authorized by association.
- (b) Residents shall exercise extreme care in making noises or using musical instruments, radios, television, and amplifiers that may disturb other residents. Keeping of domestic animals will be in accordance with the Municipal Sanitary Regulations.
- (c) Hanging of garments, rugs, and the like, from the windows or from any of the facades of the project is prohibited.



- (d) Dusting and shaking out of rugs and the like, from the windows, or by beating on the exterior part of the project is prohibited.
- (e) Throwing of garbage or trash outside the disposal installations provided for such purposes in the service area is prohibited.
- (f) No co-owner, resident, or lessee shall install wiring for electrical or telephone installation, television antennae, machines, air conditioning units, or the like, on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by association.

**ARTICLE VII**

**AMENDMENTS TO PLAN OF CONDOMINIUM OWNERSHIP**

**Section One: Bylaws.** These bylaws may be amended by association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by all co-owners. An amendment to the bylaws shall constitute an amendment to the Enabling Declaration and shall be duly recorded with the Lake County Recorder in accord with IC 32-1-6-25.

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**ARTICLE VIII**  
**ADMINISTRATIVE REGULATIONS**

**Section One: Adoption.** The board of directors is empowered to adopt such administrative rules and regulations as may be necessary for governing the details of the operations and use of the common areas and facilities. Such rules may be adopted and amended with the approval of three directors. Such rules, which shall not be of as great impact as the bylaws, do not constitute amendments to the bylaws and are not required to be recorded with the Lake County Recorder.



**Section One: Notice to Association.** A co-owner who mortgages his unit shall notify association through the management agent, if any, or the president of the board of directors in the event there is no management agent, the name and address of his mortgagee; and the association shall maintain such information in a book entitled "Mortgagees of Unit."

**Section Two: Notice of Unpaid Assessments.** The association shall at the request of a mortgagee of a unit report any unpaid assessments due from the co-owner of such unit.

**ARTICLE X**

**COMPLIANCE**

**Section One: Horizontal Property Act.** These bylaws are set forth to comply with the requirements of the Indiana Horizontal

Property Act, IC 1971, 32-1-6-1 et seq. If any of these bylaws shall conflict with said statute, except where authorized by said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

**ARTICLE XI**

**SEVERABILITY**

**Section One: Severability.** Each and every provision of these bylaws shall be independent of each and every other provision thereof and the invalidity or unenforceability for any reason of any provision shall not affect the validity or enforceability of any other provision.

