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**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR
OAK MANOR CONDOMINIUM, A HORIZONTAL PROPERTY REGIME**

Anna N. Anton

WHEREAS, the Oak Manor Condominium Association was created by Declaration of Condominium Ownership and of Easement, Restrictions and covenants and By-laws submitted to the Horizontal Property Regime, which Declaration was recorded on May 8, 1974, as Document No. 250487 in the office of the Recorder of Deeds of Lake County, Indiana, as from time to time amended, and covering the property legally described in Exhibit "A", as from time to time amended, which is attached hereto and made a part hereof; and

WHEREAS, the Oak Manor Condominium Association wishes to amend and restate this Declaration as provided herein.

NOW, THEREFORE, the Oak Manor Condominium Association, pursuant to the provisions for amendment as set forth in the condominium instruments, and in accordance with the amendment provisions stated therein, hereby amends and restates the Declaration and condominium documents to read as follows:

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 to be subject to each and all of the terms herein until this Declaration is terminated, amended, or abandoned in accordance with the provisions herein elsewhere contained.



**ARTICLE I
Definitions**

A. **Apartment.** "Apartment" shall be described as an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a building of one or more floors or stories, with a direct exit either to a thoroughfare or a given common space leading to a thoroughfare, said space designed for residential use and purposes.

B. **Apartment Number.** "Apartment Number" is that unique combination of street name and numerical designation given each apartment as indicated on the various plats recorded in the Lake County, Indiana Recorder's Office.

C. **Assessment.** "Assessment" shall be that portion of the costs of common insurance, property maintenance, management, repairs and security costs which is to be paid by each apartment owner, each owner's assessment representing his share of the total expenses in direct proportion to his share of the total ownership, except in those exceptions provided for elsewhere herein.

D. **Board.** "Board" shall mean the Board of Directors of the Association provided for in Article XI herein and Article III of the By-Laws.

E. **Buildings.** "Buildings" shall include all the buildings shown on the Plans, including but not limited to dwelling structures and common facilities.

F. **Common Areas and Facilities.** "Common Areas and Facilities" shall mean all portions of the Property, except the Apartments, as defined more particularly in Article III, paragraph B.

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G. Common Expenses. "Common Expenses" shall mean the actual and estimated costs of:

1. All sums lawfully assessed against the Owners by the Association of apartment owners;
2. Expenses for maintenance, repair or replacement of the Common Areas and Facilities;
3. Expenses agreed upon as Common Expenses by the Association of Apartment Owners;
4. Expenses for management and administration, including but not limited to compensation paid by the Association to a managing agent, accountants, attorneys and other employees, if any;
5. Expenses declared Common Expenses by provisions of the Act or this Declaration or the By-Laws.

H. Common Profits. "Common Profits" shall mean the balance of all incomes, rents, profits, and revenues from the Common Areas and Facilities remaining after the deduction of the Common Expenses.

I. Condominium Documents. "Condominium Documents" shall include the documents listed below and any amendments thereto:

1. This Declaration;
2. Exhibit "A" containing the legal descriptions of the Property hereby submitted to the provisions of the Act;
3. Exhibit "B", containing the percentage of interest in the Common Areas for each Owner;
4. Exhibit "C", containing the "Articles of Incorporation of Oak Manor Condominium Owners' Association, Incorporated";
5. Exhibit "D", containing the "By-Laws of Oak Manor Condominium Owners' Association, Incorporated";
6. Exhibit "E", containing the Rules and Regulations of the homeowners' association created herein;

J. Limited Common Areas and Facilities. "Limited Common Areas and Facilities" shall mean all portions of the property more particularly described in Article III, paragraph E.

K. Majority. "Majority" shall be that aggregate of Apartment Owners whose composite of votes equal more than fifty-one percent (51%); except in cases where voting must be done by percentages of ownership as specified herein, all voting shall be according to one vote per Apartment.

L. Owner. "Owner" shall mean the record owner, whether one or more persons, of a fee simple title to any apartment, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

M. Plans. "Plans" shall mean the site plans and specifications of real estate and of all apartments and the floor and building plans submitted to the provisions of the Act, which are recorded in the Lake County, Indiana Recorder's Office.

N. Property. "Property" shall mean all the real estate described in Exhibit "A", all improvements and structures constructed or contained therein or thereon, and all fixtures and property intended for the mutual use, benefit and enjoyment of the Apartment Owners, and all easements, rights and appurtenances belonging thereto. The Property shall be known as the Oak Manor Condominium, a Horizontal Property Regime.

ARTICLE II

Property and Apartments: Submission to the Act

A. Apartment Ownership: Each Apartment Owner shall be seized of fee simple title to and the exclusive ownership and possession of his Apartment, including the space within, as provided for in the Plans and all the appurtenances thereto, and an undivided interest in the Common and Limited Common Areas and Facilities. An Apartment may be individually conveyed and encumbered, and may be the subject of ownership, possession or sale and of all types of juridic acts inter vivos and causa mortis, as if it were sole and entirely independent of the other Apartments in the building of which it forms a part.

All conveyances and acts of and to the Apartment by the Owner are subject to the Act, this Declaration, the By-Laws and any amendments thereto.

B. Apartment Description: The legal description of each Apartment shall consist of the identifying street address of such Apartment as shown on the Plans. Every deed, lease, mortgage or other instrument may describe an Apartment by its identifying address as shown on the Plans, and every such description shall be deemed good and sufficient for all purposes. The acceptance of a deed, lease or mortgage as to any Apartment by any person or persons or other legal entity shall constitute the acceptance and ratification by same of this Declaration, the Act, the By-Laws and all existing or future rules and regulations of the Board.

Each Apartment shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plans, subject to encroachments resulting from minor construction deviations or settlement of the building after construction. When such encroachments appear, boundary lines of each Apartment shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Apartment in and to such space lying outside of the actual boundary line of the Apartment, but within the appropriate wall, floor or ceiling surfaces of the Apartment. Any equipment relating to the air conditioning system of an Apartment which is situated outside the boundaries of the Apartment herein before defined shall be a part of such Apartment.

Each Apartment shall constitute an entire, separate residential entity, and shall not be partitioned, subdivided or separated into multiple parcels by any deed, plat or other instrument causing such division.

C. Building Components Not Constituting Part of an Apartment: No Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his Apartment and serving more than his Apartment, whether or not such items shall be located in the floors, ceilings or perimeter or exterior walls of the Apartment, except as a tenant-in-common with all other Owners.

D. Encroachments and Easements for Common Areas and Facilities: Whenever the Common Areas and Facilities encroach upon any Apartment by reason of location, construction setting, or shifting of a Building, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Areas and Facilities.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Apartments and serving his Apartment.

E. Appurtenances: Any instrument of conveyance of an Apartment shall pass all right title and interest in and to the following appurtenances, whether or not such instrument mentions said appurtenances:

1. Undivided interest in the Common and Limited Common Areas;
2. Membership in the Association and all rights therein, as set forth in the Declaration and By-Laws;
3. Easements for structural support, ingress and egress, utilities;

4. **Special, limited easements for emergency ingress and egress and for maintenance, repair and replacement of the Apartments.**

F. Utilities: Each Owner shall pay for his own telephone, electricity, water and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses, unless otherwise determined by the Board.

ARTICLE III
Common Areas, Limited Common Areas and Easements

A. Ownership of Common Areas and Facilities: Each Apartment Owner shall be entitled to and own an undivided interest in the Common Areas and Facilities as a tenant-in-common with all other Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of such Owner's Apartment as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Apartment. The extent and amount of such ownership shall be expressed by a percentage amount as provided for in Article XIII of this Declaration and expressly subject to the limitation set forth therein. The percentage of ownership of each Owner as set forth in Article XIII shall be the same as the vote to which an Owner shall be entitled on any matter upon which the Owners are entitled to vote.

B. Common Areas and Facilities Described: Common Areas and Facilities shall mean and include:

1. The land on which this Horizontal Property Regime is located;
2. The foundation, columns, girders, beams, supports, main walls, roofs, and structural columns within the boundaries of the Apartment, including the garage floors and structural components of the building;
3. The yards, parking areas, streets, entry halls, common lights and walks;
4. Facilities and installations providing electricity, sanitary and storm sewers, water and communication lines, pipes, ducts, wiring and conduits and other utility installations;
5. Tennis courts, recreation building, swimming pool, playground and picnic area and other recreational facilities;
6. All other parts of the property necessary and convenient to its existence, maintenance and safety, or normally in common use.

C. No Partition of Common Areas and Facilities: There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

D. Use of the Common Areas and Facilities: Subject to the provisions of subsection E herein below, each Owner shall have the right to use the Common Areas and Facilities in common with all other Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Apartment owned by each Owner. Such rights shall extend to the Owner and the members of such Owner's immediate family and guests and other occupants and visitors. The use of the Common Areas and Facilities and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws, attached hereto as Exhibit "D", and the rules and regulations of the Board.

E. Limited Common Areas and Facilities: Limited Common Areas shall include the following areas:

1. All patios, balconies, and garages shall be a part of the Common Areas and Facilities and not a part of any individual Apartment; however, each Owner shall be entitled to the exclusive use and possession of any patio or balcony direct access to which is provided from his Apartment, and which is located outside of and adjoining his Apartment, and to the garage bearing a corresponding number to his Apartment as shown on the Plans, and are herein referred to as "Limited Common Areas and Facilities";

2. Those driveways leading into the garages specifically designated as a Limited Common Area and those sidewalks leading from the street to the Apartment shall be designated Limited Common Areas. These Limited Common Areas shall be available for the exclusive use of the Owners of the Apartment or Apartments served by those areas for the purposes of ingress and egress, subject to the rights of public vehicles, postal and garbage collection vehicles and employees;

3. Corridors, stairs and entrances and exits designed to serve several Apartments within a portion of the building shall be Limited Common Areas.

F. Easements for Utilities: All public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Areas and Facilities for the purpose of providing the Property with utility services, together with the reasonable right to ingress to and egress from the Property for said purpose, provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board. By virtue of this easement the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property over, under, along, and on any portion of said Common Areas and Facilities, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of an Apartment, whether or not such walls lie in whole or in part within the Apartment boundaries.

ARTICLE IV
Maintenance, Repairs and Replacements

A. Common Areas: Maintenance, repair and replacement of the Common Areas shall be according to the following provisions:

1. The Board shall be responsible for the maintenance, repair and management of the Common Areas. Outside windows and window sashes shall be painted by the Board. They shall be empowered to hire, retain or employ any person, partnership or corporation to attain the fulfillment of those responsibilities, subject, however, to the provisions of the By-Laws;

2. Expenses incurred for the repair, maintenance, management and operation of the Common Areas and Facilities shall be proportioned and assessed among the Owners. Each Owner's proportionate share of the Common Expenses shall be in the same ratio as the percentage of ownership in the Common Areas as set forth in Article XIII and subject to the provisions thereof. Payment thereof shall be according to the By-Laws and the rules and regulations of the Board. Failure of an Owner to pay such proportionate share when due shall operate as a default, and thereupon the amount due shall become a lien on the interest of such Owner in the Property pursuant to the terms of the Act. This paragraph is specifically made subject to the terms of Article XIII of this Declaration. Garage floors and structural components of the building shall be the responsibility of the Board;

3. If, due to the negligent act or omission of an Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such owner, damage shall be caused to the Common Areas and Facilities or to an Apartment or Apartments owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board;

4. The authorized representatives of the Board, or of the manager or managing agent for the Buildings; shall be entitled to reasonable access to the individual Apartments as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and Facilities or any equipment, facilities or fixtures affecting or serving other Apartments or the Common Areas and Facilities, and the use thereof by the individual Owners shall be subject to the rules and regulations of the Board;

5. No alteration of any Common Areas and Facilities or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board.

B. Limited Common Areas: The Board shall be responsible for the maintenance, repair and management of the Limited Common Areas, with the same powers as mentioned in paragraph A of this Article; subject, however, to the following exceptions:

1. Each Owner shall be responsible for the cleaning and appearance of the garage, patio and balcony to which he/she is hereby extended exclusive use and possession, at his/her own expense. An Owner shall not paint or otherwise decorate, adorn, or change the appearance of such Limited Common Areas and Facilities, in any manner without prior written consent of the Board.

2. Each owner shall be responsible for the repair, maintenance, and replacement of the automatic overhead garage door opener located in the garage to which he/she is hereby extended exclusive use and possession at his/her own expense.

C. Apartments: Maintenance, repair and replacement of Apartments shall be according to the following provisions:

1. The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions of each Apartment which contribute to the support of the Buildings, excluding, however, plaster board on the interior walls and ceilings, and floor surfaces, and including but not limited to outside walls, structural slabs, walls of the building, walls of the Limited Common Areas and Facilities, load bearing walls and that part of the wall between each Apartment excepting plaster board. The Board may replace and repair any window glass, window frames and doors, in the event any Owner fails to do so as provided in subparagraph 2 of this paragraph, but the expense of same shall be paid by the defaulting Owner;

2. Except as otherwise provided in subparagraph 1 above, each Owner shall furnish, at his own expense, and be responsible for the following:

a. All of the maintenance, repairs and replacements within his own Apartment and all of the window glass, window frames and doors appurtenant thereto, and all internal installations of such Apartment such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Apartment boundaries as specified in Article II, paragraph B, provided however, such maintenance, repairs and replacements as may be required for the bringing of water or electricity to the Apartment, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Apartments as a Common Expense. No Owner shall make any

alterations or additions to his Apartment which affects the structural integrity of an other Apartment or Building. In addition, if any chutes, pipes, flues, ducts, conduits, wires, or any other apparatus lies partially within and partially outside of the designated boundaries of a unit, elements thereof serving only that unit shall be the responsibility of the Owner, while any element thereof serving more than one unit or any portion of the common areas shall be deemed a part of the common areas and shall be the responsibility of The Board;

b. All of the decorating within his own Apartment from time to time, including painting, wall papering, washing, cleaning; paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Apartment as shown on the Plans, and such Owner shall maintain such portions in good condition and repair at his sole expense; all such maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of window glass in all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Areas and Facilities (other than interior surfaces within the Apartments as provided above), and any redecorating of Apartments to the extent made necessary by any Damage to Existing decorating of such Apartments caused by maintenance, repair or replacement work on the Common Areas and Facilities by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property.

A. Purchase: The insurance shall be purchased by the Association through an insurance company having authority to do business in the State of Indiana and having been in existence for a minimum of three years. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Proof of payment shall be available to all mortgagees upon reasonable and proper request. In all negotiations, purchase and settlement procedures, the Board shall represent the Association. Said insurance shall provide coverage as listed in paragraph B, herein below.

B. Coverage: The Board shall be required to obtain and maintain, to the extent obtainable, the following insurance;

1. Casualty insurance against loss or damage from fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings of a similar nature, including vandalism, malicious mischief, windstorm and water damage.

Said casualty insurance shall insure all buildings and other improvements upon the land and all personal property as may be owned by the Association. Said insurance shall cover each Apartment, but not including carpeting, drapes, wall coverings, fixtures, furniture, furnishings or other personal property of the Owner.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Apartment Owners or of invalidity arising from any acts of the insured or any Apartment Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Apartments.

All policies of physical damage shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the Apartments;

2. Public liability insurance in such amounts and with such coverage as shall be required by the Board, including coverage for each member of the Board, the managing agent, the manager and each Owner and providing for cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an individual Apartment Owner;

3. Workmen's compensation policy to meet the requirements of law;

4. Such other insurance as the Board may from time to time determine to be desirable.

5. Any owner renting a unit shall insure his unit and his property to the extent insurance coverage is not provided by the Association or by the renter's insurance.

C. Beneficiary: The beneficiary of said insurance policies shall be the Association individually and as an agent for the Owners without naming them, and shall include the mortgagees of the Apartments as such appear of record. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee. The Secretary of the Association shall hold all policies and endorsements until Insurance Trustee is designated.

D. Insurance Trustee: All insurance policies shall provide that all proceeds covering property losses shall be paid to such bank in Lake County, Indiana with trust powers as may be designated as Insurance Trustee by the Board. The Insurance Trustee shall not be liable for the payment of premiums nor the renewal or sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Owners and their mortgagees. In the event that a mortgage endorsement has been issued for an Apartment, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear.

E. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

1. All expenses of the Insurance Trustee shall be first paid or provisions made therefor;

2. If the damage for which the proceeds are paid is to be repaired or reconstructed according to the provisions of this Declaration, the remaining proceeds shall be used to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to an Association Reserve Fund, or at the option of the Board, divided among the Owners in proportion to their common ownership percentages;

3. If it is determined in the manner elsewhere provided in this Declaration that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners.

F. Apartment Owners: Owners should carry insurance for their own benefit insuring their carpeting, wall covering, fixtures, furniture, furnishings and other personal property provided that such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by the Owner.

ARTICLE VI
Reconstruction or Repair of Casualty Loss

A. Compulsory Reconstruction and Repair: Whenever portions of the Common Areas and Facilities suffer casualty damage, reconstruction of said damaged areas shall be compulsory unless the damage is equal to or exceeds two-thirds (2/3) of all the Apartments. However, should the total damage from a single casualty or disaster be limited to one quadrominium structure and should said damage render seventy-five percent (75%) or more of the Apartments therein untenable, the members of the Association may call a meeting prior to commencement of reconstruction and, by a unanimous vote, preclude reconstruction of said quadrominium provided the following conditions are met:

1. The minutes of said meeting show that the Owners of all Apartments within said quadrominium structure were present at said meeting and voted on the proposal to not reconstruct the damaged quadrominium, and;

2. The minutes of said meeting contain proof that all mortgagees having a recorded interest in those Apartments within the damaged quadrominium were given notice 48 hours prior to said meeting of the Association's intent to vote on the reconstruction of the damaged quadrominium;

3. All mortgagees named in item 2 hereinabove agree in writing to abide by the outcome of said vote.

B. Optional Reconstruction and Repair: Whenever portions of the Common Areas and Facilities suffer casualty damage which renders two-thirds (2/3) or more of the Apartments untenable, reconstruction and repair shall not proceed unless a meeting which shall be called within one hundred twenty (120) days after the occurrence of the casualty the Apartment Owners whose voting percentages total seventy-five percent (75%) or more of the total voting percentages, vote in favor of such reconstruction or repair. In the event that said meeting is not held within one hundred twenty (120) days from the date of damage or destruction, the Property and the provisions herein shall be subject to the specific provisions of the Act. Any result of such vote should be certified, and said certification should be presented to the Insurance Trustee as soon as practical. The Insurance Trustee may rely upon the certification as to whether or not the damaged property is to be reconstructed or not.

C. Manner of Reconstruction and Repair: Reconstruction or repair pursuant to the Article shall be substantially in accordance with the Plans and Specifications, and of the same quality and in the same style of the original construction. Encroachments upon or in favor of Apartments which may be created as a result of said reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the 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.

D. Procedures for Reconstruction and Repair: Reconstruction and repair after casualty shall be the responsibility of the Association acting through its Board, except where the damage is to portions of only one Apartment which the Owner is responsible for maintaining and repairing as provided in Article IV, paragraph C, in which case said Owner shall be responsible for reconstruction and repair after casualty. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace 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 desires.

E. Assessments for Reconstruction and Repair: If proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during or upon completion of said reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Apartment Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each Owner's percentage of ownership of the Common Areas.

ARTICLE VII
Assessments

A. Determination of Common Expenses and Fixing of Common Charges: The Board shall from time to time, and at least annually, prepare a budget for the condominium to determine the amount of the common charges payable by the Owners to meet the Common Expenses of the Condominium and allocate and assess such common charges among the Owners according to their respective common interests. The Assessment shall include, among other things, the cost of all insurance premiums on all policies of insurance required by the Board pursuant to the Declaration. The Assessment may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for the working capital of the Condominium, for a general operating reserve; for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Assessments may also include such amounts as may be required for the purchase or lease by the Board on behalf of all owners, of any Apartment whose Owner has elected to sell or lease such Apartment or of any Apartment which is to be sold at a foreclosure or other judicial sale. The Board shall advise all owners, promptly in writing, of the amount of the Assessment payable by each of them, respectively, as determined by the Board, as aforesaid and shall furnish copies of each budget on which such Assessments are based, to all Owners and upon request from mortgagees, to mortgagees.

B. Payment of Assessments: All Owners shall be obligated to pay the Assessment determined by the Board pursuant to the provisions of paragraph A herein above. Said Assessments shall be due and payable in equal monthly payments, with the first of such payments due on January 1 of the year for which the Assessments are made.

No Owner shall be liable for the payment of any part of the Assessments against his Apartment subsequent to a sale, transfer or other conveyance by him. A purchaser of an Apartment shall be liable for the payment of common charges assessed and unpaid against said Apartment prior to the acquisition by him of said Apartment, except that a mortgagee or other purchaser of an Apartment at a foreclosure sale of said Apartment shall not be liable for, and said Apartment shall not be subject to, a lien for the payment of Assessments prior to the foreclosure sale.

C. Collection of Assessments: The Board shall assess common charges against the Owners from time to time (at least annually) and shall take prompt action to collect any Assessment due from any Owner which remains unpaid for more than 30 days from the due date for payment thereof.

D. Default in Payment of Assessments: In the event of default by any Owner in paying to the Board the Assessments as determined by the Board, such Owner shall be obligated to pay interest at the legal rate on such Assessment from the date due thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid assessment. The Board shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against said Owner, or by foreclosure of any resulting lien pursuant to paragraph E below. In addition, if a Unit Owner fails to pay monthly or special assessments, he/she forfeits his/her right to vote at any special or regular meeting and also forfeits his/her right to use any of the Association's amenities.

E. Liens for Unpaid Assessments: Assessments which become due and remain unpaid shall be secured by a lien upon both the Apartment and its appurtenances, said lien attaching at the time the payment of the Assessment was first due. The Assessment lien shall be prior in right to all other charges whatsoever except assessments, liens and charges in favor of the State of Indiana for taxes past due and unpaid on such Apartment and the amounts and liabilities secured by mortgage instruments duly recorded. Assessment liens shall become perfected by the Board filing notice of the same within 60 days from the date such Assessment was due. Thereafter the Board may foreclose said lien pursuant to the laws of the State of Indiana governing mechanics and materialmen's liens. In any action brought by the Board to foreclose an Assessment lien, the Owner shall be required to pay a reasonable rental for the use of his Apartment and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all the Owners, shall have the power to purchase such Apartment at the foreclosure sale and to acquire, hold, lease and sell the same, provided, the Board may in no way exercise as its own the voting rights belonging to said Apartment. Such foreclosure shall in no way preclude or prohibit a suit to recover a money judgment for unpaid Assessments.

F. Special Assessments. Any nonrecurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessment over the amount adopted shall be separately assessed against all Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds of the Owners voting at a meeting of Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to an Apartment greater than five times the Apartment's most recent common expense calculated on a monthly basis.

ARTICLE VIII **Taxes and Assessments**

Taxes, assessments, and other charges of the State of Indiana, or of 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, each of which shall be carried on the tax books as a separate and distinct entity for that purpose, and not the building or property as a whole. No forfeiture or sale of the building or property as a whole for delinquent taxes, assessments or charges shall ever divest or in anywise affect the title to an Individual Apartment so long as taxes, assessments and charges on said Individual Apartment are currently paid.

If the taxes and special assessments are not, for any period of time, assessed against the individual Apartments as hereinabove mentioned, said taxes and assessments shall be a Common Expense and be paid by the Association.

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ARTICLE IX
Covenants and Restrictions
the Lake County Recorder!

The Apartments and Common Areas and Facilities shall be occupied and used as follows:

A. Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Apartment or any two or more adjoining Apartments used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Areas and Facilities separating any two or more adjoining Apartments used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Apartments in such manner and upon such conditions as shall be determined by the Board in writing.

B. Nuisances: No nuisance shall be allowed upon the Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. Nothing shall be done on the Property either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or occupants. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of his Apartment or make any use of the common elements which will increase the rate of or will result in the cancellation of insurance upon the Property. No owner shall use excessive garage electricity in connection with a recreational vehicle or other electrically operated item.

C. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the Property nor any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of the governmental bodies which require maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the Property concerned.

D. Obstruction of Common Areas and Facilities: There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities without the prior written consent of the Board, except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Apartment.

E. Exterior Exposure of Building: Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Buildings, or in the Common Areas and Facilities, including the Limited Common Areas and Facilities, and no sign, awning, canopy,

shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior written consent of the Board.

F. Animals: No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Apartment or in the Common Areas and Facilities, except that dogs, cats, or other domesticated household pets may be kept in Apartments, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three (3) days written notice from the Board.

G. Impairment of Structural Integrity of Building: Nothing shall be done in any Apartment or in, on, or to the Common Areas and Facilities which will impair the structural integrity of a Building or which would structurally change the Building except as is otherwise provided herein. No Owner shall overload the electric wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an annoyance or nuisance to the other Owners or occupants.

H. Laundry or Rubbish: No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Areas and Facilities, including the Limited Common Areas and Facilities. The Common Areas and Facilities, including the Limited Common Areas and Facilities, shall be kept free and clear of rubbish, debris and other wastes shall be kept only in enclosed sanitary containers (of such type, color, composition and design as may be determined by the Board), and shall be disposed of in a clean, slighty, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

I. Lounging or Storage in Common Areas and Facilities: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, vehicles, toys, benches or chairs on any part of the Common Areas and Facilities, except in accordance with their intended purpose, and patio areas may be used for their intended purposes.

J. Prohibited Activities and Signs: No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Apartment therein. The right is reserved for the Board or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied apartments, and to place such other signs on the Property, for the purpose of facilitating the disposal of Units by any Owners, Mortgagee or the Board. No boats, campers, trucks or other vehicles, except for automobiles, shall be parked or stored on the Property, except in garages or areas specifically specified for such storage by the Board. No All Terrain Vehicles, ATV's, shall be operated on the property.

K. Alterations of Common Areas and Facilities: Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the written consent of the Board. Fireplaces shall be allowed only as provided by written consent of the Board.

ARTICLE X **Compliance and Default**

Each Owner shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation of the Association and the Bylaws and the regulations adopted pursuant to those documents, and all of such documents and Regulations as they may be amended from time to time. Failure of an Owner to comply with such shall entitle the Association or other Owners to the following relief in addition to the remedies provided by the Act:

A. Negligence: An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Costs and Attorneys' Fees: In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Regulation adopted pursuant to them, and such documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

C. Enforcement of the Covenants and Restrictions: Enforcement of the covenants and restrictions herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, and against the Apartment to enforce any lien created by these covenants.

D. No Waiver of Rights: The failure of the Association or any Owner to enforce any covenants, restriction or other provision of the Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XI
Incorporation of Owners' Association

In order to provide for the maintenance, repair, replacement, administration and operation of the Property, there shall be created a not-for-profit corporation, Oak Manor Condominium Owners' Association, Incorporated, which shall be incorporated and fulfill its functions according to the following provisions:

A. Powers: The Association shall have all of the powers and duties set forth in the Act, except as limited by this Declaration and the By-Laws, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the By-Laws and as they may be amended from time to time.

B. Members:

1. Qualification: The members of the Association shall consist of all of the record Owners of Apartments;

2. Change of Membership: After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Lake County, Indiana, a deed or other instrument establishing a record title to an Apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a member of the Association. The membership of the prior Owner shall be thereby terminated;

3. Designation of Voting Representative: If an Apartment is owned by one person his right to vote shall be established by the record title to his Apartment. If an Apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the Apartment shall be designated by a certificate signed by all of the record Owners of the said Apartment and filed with the secretary of the Association. A certificate designating the person entitled to cast the vote of an Apartment may be revoked by any Owner thereof;

4. Approval or Disapproval of Matters: Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Owner. If in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration;

5. Restraint Upon Assignment of Shares in Assets: The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Apartment.

C. Board of Directors: The affairs of the Association shall be conducted by a board of nine directors who shall be designated in the manner provided in the By-Laws.

D. Indemnification: Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights on indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

E. Limitation Upon Liability of Association: Notwithstanding the duty of the Association to maintain and repair parts of the condominium Property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or by the elements or other Owners or persons.

F. The By-Laws of the Association: The By-Laws of the Association shall be in the form attached hereto as Exhibit "D".

G. Property in Trust: All funds and the titles of all Properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the By-Laws.

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ARTICLE XII Amendment
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A. Amendments of the Declaration: Amendments of the Declaration shall be proposed and adopted by the members in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered;
2. An amendment shall be approved by a vote of the Owners whose interests in the Common Areas total, in the aggregate, not less than seventy-five percent (75%). Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting;
3. No amendment shall make any changes in the qualifications for membership nor the voting rights and percentage of ownership of members without approval in writing by all Owners and the holder of all record owners of mortgages upon the Apartments or the property. No amendment shall be made that is in conflict with the Act;
4. Every Amendment to this Declaration, once approved and signed by two (2) officers, shall be recorded in the Recorder's Office in Lake County, Indiana.

B. Amendments of the Articles of Incorporation and By-Laws: Amendments of the Articles of Incorporation and the By-Laws shall be according to the provisions of those documents.

ARTICLE XIII **Incremental Development and Ownership Percentages**

To allow the most economical and logistically feasible development of the condominium project, and to prevent undue Assessments for insurance, maintenance and upkeep of undeveloped areas of the Property during construction, the Owners of the Apartments, their successors and assigns, realize, understand and agree that Declarant plans to develop this project in three increments. Pursuant to this understanding, each Owner, for himself, his successors and assigns, consents to the following provisions;

A. The First Increment: The first increment shall be comprised of all that land described on page 1 of Exhibit "A" to this Declaration. Deeds of conveyance and purchase agreements for any Apartment in the first increment shall pass right, title and interest in and to only those Common Areas and Facilities lying within the first increment. The Apartments contained in the first increment and their respective percentages of undivided interest in the Common and Limited Common Areas and Facilities of the first increment, along with the projected percentages of undivided interest in the entire condominium project when developed, shall be as follows:

SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN.

All percentages are based upon the percentage of the fair market value of each Apartment to the total fair market value of the developed Property.

B. Second and Successive Increments:

1. **Inclusion by Amendment:** The number of Apartments and the amount of land developed in each of the remaining two increments shall be determined by Declarant, and shall be fully identified in an Amendment to the original Declaration which shall be recorded prior to conveyance of the first Apartment in the new increment. Conveyance as used herein shall mean any deed, lease or purchase contract. Any Amendment to include successive increments shall be regulated by the provisions of this Article and shall in no way be affected by the provisions of Article XII.

Prior to recording an Amendment to include a successive increment, Declarant shall receive from each Owner a completed and signed "Consent to Amendment of Declaration" form which shall include the following:

- a. Identification of the Owner;
- b. Identification of the Owner's Apartment;
- c. Legal description of the land included in the new increment;
- d. Statement of the number and types of Apartments located within the new increment;
- e. Brief description of any Common and Limited Common Areas or Facilities within the new increment other than streets, sidewalks and buildings containing Apartments;
- f. Statement explaining the Owner's reduction of undivided interest in the Common and Limited Common Areas and Facilities of the previously developed increments and his percentage of undivided interest in the new increment; and
- g. Statement of owner's consent to amend.

2. **Form of Amendment:** The Amendment necessary to effect the inclusion of successive increments shall be recorded in the Recorder's Office of Lake County, Indiana. Said Amendment shall include the legal description of the land included within the new increment, a schedule of the Apartments within the new increment and the percentage of undivided interest of each Owner in the Common and Limited Common Areas and Facilities of the developed increment. Said Amendment shall be signed by Declarant.

C. Owner's Consent to Amend: Owners of Apartments, their successors and assigns, hereby expressly covenant and agree to consent in writing to each Amendment to include a new increment. Failure or refusal of any Owner to consent to such Amendment or to execute the required "Consent to Amendment of Declaration" form shall be deemed a default and shall make the Owner subject to all the remedies available under Article X herein.

D. Declarant's Covenants to Proceed with Construction: To insure substantial completion of the Property as defined in this Declaration and its Exhibits, Declarant hereby expressly covenants:

1. Tennis Courts, Recreation Building, Pool, Playground and Picnic Areas shall be included in the second increment and said facilities shall be completed no later than July 31, 1975;

2. Every increment shall be developed strictly in accordance with the Plans recorded at the Recorder's office, and no Owner's percentage of undivided interest in the Common and Limited Common Areas and Facilities of the completed project shall be less than the percentages shown on pages 1 through 3 of Exhibit "B";

3. Although it is the intent of the Declarant to retain control over the rate and extent of the construction of this condominium, nothing herein contained shall allow cessation of construction before "substantial completion" of the entire project has been accomplished. "Substantial completion" shall mean the completion of all recreational facilities as indicated on the Plans, and completion of at least eighty percent (80%) of the proposed 140 Apartments, together with all roads, yards and other facilities necessary to the full and beneficial enjoyment of said Apartments. Completion of all construction shall be accomplished not later than June 1, 1978.

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ARTICLE XIV
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Sale and Lease of Apartment

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Apartments, the transfer of Apartments by any Owner shall be subject to the following provisions so long as the condominium exists, but no longer than twenty-one years (21) after the death of the survivor of the first fifteen (15) babies born in St. Margaret's Hospital in Lake County, Indiana, in February, 1974.

A. Transfers Subject to Approval: Each Owner shall occupy and use such Apartment as a private new dwelling for himself and his immediate family. No proposed leasing transaction shall be considered for approval by the Association unless the Apartment involved has been occupied by its owner for at least six (6) months prior to the proposed commencement of the Lease. Rental or leasing of Apartments is prohibited once ten percent (10%) of the total Apartments within the Association are rented or leased, except as herein provided. If less than ten percent (10%) of the Association's Apartments are to be rented or leased, all Apartments will be permitted to be leased. Otherwise, Apartments will only be allowed to be leased or rented until ten percent (10%) of the Association's Apartments are rented or leased. To determine which Apartments of the Association will be permitted to be leased or rented, the Board will formulate and conduct a lottery system. If, at any time and for any reason, the percentage of rented or leased units falls below ten percent (10%), the next Apartment(s) will be picked on a first-come, first-serve basis. The Secretary is to keep the books to reflect who and when Unit Owners apply to the Board to lease or rent their Unit.

To meet special situations and to avoid undue hardship or practical difficulties, an additional three percent (3%) of the Apartments will be allowed to be rented or leased but under no circumstances is the percentage to rise above thirteen percent (13%) of the Apartments within the Association. The Board of Directors, may, but is not required to, grant permission to an Owner to lease his Apartment to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) months or such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove of any Owner's application for a lease until thirteen percent (13%) of the total units within the Association are rented or leased; provided, however, that in no event shall any Owner be permitted to lease or rent such Unit for more than twenty-four (24) consecutive months. The Board's decision shall be final binding.

All Owners not leasing their Apartment at the time of the recording of this Declaration shall be entitled to lease their Apartment subsequently; provided that said right may only be exercised once for a consecutive period of not less than six (6) nor more than twenty-four (24) months.

This section shall not apply to the rental or leasing of Apartments to the immediate family of the Owner.

B. Approval by Association: The approval of the Association that is required for the transfer of ownership of Apartments shall be obtained in the following manner:

Notice To Board: An Owner intending to make a bona fide sale or lease of his Apartment or any interest in it shall give the Board notice of such intention, together with the name and address of the intended purchaser or lessee and such other information concerning the intended purchaser as the Board may reasonably require.

Any Owner who has attained his title by gift, devise or inheritance or any other manner not herein mentioned, shall give the Board notice of the acquiring of his title, together with such information concerning the Owner as the Board may reasonably require.

Upon failure to provide notice to the Board as required herein above, the Board at its election and without notice, may approve or disapprove the transaction or ownership. If the Board disapproves the transaction or ownership, the Board shall proceed as if it had received the required notice on the date of such disapproval.

C. Certificate of Approval: Within fifteen (15) days of such notice and information, the Board must either approve or disapprove of the proposed transaction or continuance of ownership. If approved, the approval shall be stated in a certificate of approval signed by the president and secretary of the Association.

D. Disapproval: In the event the Board does not approve a lease, the Owner shall be advised of the disapproval in writing and the lease shall not be made.

In the event the Board disapproves and deems it advisable to exercise the right to purchase the Apartment, then it shall give written notice thereof to the Owner and shall, within fifteen (15) days following the receipt of such notice from the Owner wishing to sell, call a meeting of all the Owners for the purpose of voting upon the proposed purchase. If the recommendation of the Board to purchase such Apartment is approved by no less than seventy-five percent (75%) in the aggregate of the total votes, then the Board shall proceed to purchase the Apartment from the Owner upon the same terms and conditions contained in the offer or, in the case of an Owner who took by gift, devise or heirship, for the fair market value on reasonable terms. The purchase price for the Apartment shall be considered to be a Common Expense and borne by the Owners; provided, however, that the Owner of the Apartment shall not be assessed for or required to pay his pro rata share of the expense incurred in the purchase of his Apartment.

Legal title to the Apartment shall be conveyed to the Association as an entity or to those persons then serving as Board, as trustees for the benefit of the Owners, whichever the Board, in their sole discretion, deems appropriate.

In the event that the proposed purchase is not approved by the required percentage of the Owners as set out above, then the Board, through the President or Secretary, shall promptly deliver a certificate in recordable form to the Owner who may proceed to sell his Apartment under the same terms and conditions as if the Board had not elected to recommend the exercise of the right of the Association to purchase.

If, for any reason, either the Board or the Owners shall fail to act on the right of first refusal within the time periods herein provided, then the right of first refusal shall be deemed to have been waived.

E. Purchase by the Board: If the Board shall purchase an Apartment in accordance with this Article, the Board shall have the authority at any time thereafter to sell or lease the Apartment upon the terms and conditions as the Board shall, in their sole discretion, deem desirable, without application to or approval of the Owners. The proceeds of any such sale shall be returned to the Owners in the same percentage as they had contributed to the purchase. In the event the Board elects to lease such Apartment, then the lease rental payments shall be applied against the Common Expense.

F. **Failure to Comply:** Any sale or attempted sale by an Owner of his Apartment, except in accordance with the provisions of this Article, shall be void; provided, however, that any certificate waiving the right to purchase executed by the Board and delivered to an Owner as provided by this Article may be relied upon by any purchaser or mortgagee and shall, with respect to such purchaser or mortgagee, be absolutely binding upon the Board and the Owners unless such purchaser or mortgagee has actual knowledge that the certificate was procured fraudulently or by reason of a misrepresentation of a material fact.

G. **Applicability to Mortgagees:** With respect to a mortgagee that is a bank, life insurance company, savings and loan association or other recognized institutional lender, the provisions of this Article shall be limited to such mortgagee as follows:

1. The provisions shall not apply to any conveyance of an Apartment to such mortgagee as a result of a foreclosure of its mortgage or a conveyance in lieu thereof or to the conveyance of an Apartment to any person at a public sale in the manner provided by law.
2. These provisions shall apply to any subsequent sale of those persons or mortgagees who acquire title through one of the conveyances named in subparagraph 1 herein above.

H. **Incorporation of Condominium Instruments and Leases.** The provisions of the Indiana Horizontal Property Regime Act, the Declaration, Bylaws, other condominium instruments and rules and regulations that relate to the use of the individual Apartment or the common elements shall be applicable to any person leasing an Apartment and shall be deemed to be incorporated in any lease.

ARTICLE XV
Voluntary Sale of Property

The Owners by unanimous vote may elect to sell the Property as a whole. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE XVI
Removal of Property From the Act

All of the Owners may remove the Property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the Apartments consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Owner in the Property. Upon removal of the Property from the provisions of the Act, the Property shall be deemed to be owned in common by the Owners. The undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas and Facilities developed at time of removal.

ARTICLE XVII
Construction of Declaration

The provisions of this Declaration shall be severable and no provision shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained therein.

ARTICLE XVIII
Records of the Association

The manager or Board of Directors shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Owners or their mortgagees or their duly authorized agents or attorneys:

- a) Copies of the recorded Declaration and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board of Directors shall be available.

b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

c) The minutes of all meetings of the Association and the Board of Directors shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

d) Ballots for all elections to the Board of Directors and for any other matter voted on by the Owners shall be maintained for a period of not less than one (1) year.

e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act shall be maintained.

f) A reasonable fee may be charged by the Association or its Board of Directors for the cost of copying.

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In the event of a conflict between any provision of this Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws and any provision of the Indiana Horizontal Property Regime Act, as amended, the provisions of the Indiana Horizontal Property Regime Act shall prevail.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed this first day of October, 1991.

Diane Myers
Diane Myers

Mary Renzino
Mary Renzino

Helen Pakutka
Helen Pakutka

Hilda Sullivan
Hilda Sullivan

Sharon E. Calinski
Sharon Calinski

Bernadette Fissinger
Bernadette Fissinger

Mary E. Sanders
Mary Sanders



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This instrument was prepared by

Mr. Donnie Rudd, Attorney
Schain, Firsell & Burney, Ltd.
222 N. La Salle St. Suite 1910
Chicago, IL 60601-1102

EXHIBIT 'A'
LEGAL DESCRIPTION

Parcel A, Phase I

Part of the NW 1/4 of Section 15, Twp. 35 North, Range 9W, of the 2nd Principal Meridian, described as follows: Commencing at a point on the north line of the southwest quarter of the northwest quarter of Section 15, Twp. 35, Range 9W of the 2nd Principal Meridian, which is 151.86 feet west of the northeast corner thereof; thence on the following bearings and distances: South 35° 58'00" west a distance of 542.95 feet; thence, south 60° 40'00" west- a distance of 357.40 feet thence south 24° 15'00" west a distance of 347.67 feet; thence north 59° 36'00" west a distance of 150.00 feet; thence north 17° 45'20" west a distance of 83.13 feet; thence north 24° 14'20" east a distance of 42.31 feet; thence north 03° 53'00" west a distance of 237.15 feet; thence north 44° 50'57" east a distance of 144.44 feet; thence south 41° 36'07" east a distance of 107.32 feet; thence north 48° 33'09" east a distance of 113.86 feet; thence north 32° 54'55" west a distance of 14.00 feet; thence north 57° 05'05" east a distance of 335.00 feet; thence north 29° 04'55" west a distance of 35.00 feet; thence north 44° 24'05" east a distance of 460.00 feet; thence south 45° 35'55" east a distance of 210.00 feet; thence north 90° 00'00" west a distance of 58.31 feet to the place of beginning, excepting there from a strip of land 40 feet wide lying southwesterly of and adjoining the southwesterly right-of-way of the P.C.C. & St. L.R.R. Company, taken for road purposes, in the Town of Schererville, Lake County, Indiana containing 6.67 acres.

Parcel B, Phase II

That part of the Northwest 1/4 of Section 15, Township 35 North, Range 9, West of the 2nd Principal Meridian described as follows: Beginning at a point which lies North 99° 36'00" West 150 feet from the most Southerly corner of Oak Manor Condominium, Phase I, to the Town of Schererville, as shown in Plat Book 44, page 60, in the Office of the Recorder of Lake County, Indiana, thence North 2° 39'21" West 380.42 feet, thence North 49° 55'05" East 125 feet, thence South 44° 04'55" East 50 feet, thence North 60° 55'05" East 450 feet; thence North 29° 04'55" West 35 feet; thence North 30° 35'55" West 212.70 feet to a point which is North 90° 00'00" East 661.07 feet from the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 15, thence South 90° 00'00" West 523.47 feet to a point 137.6 feet East of said Northwest corner of the Southwest 1/4 of the Northwest 1/4, thence South 2° 16'21" East 790.81 feet to a point which is North 59° 36'00" West 129.29 feet from the point of beginning, thence South 59° 36'00" East 129.29 feet to the point of beginning, in the Town of Schererville, Lake County, Indiana.

Parcel C, Phase III

Part of the West 1/2 of the Northwest 1/4 of Section 15, Township 35 Range 9 West of the 2nd P.M. more particularly described as commencing at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 35, Range 9; thence east along said line a distance of 137.6 feet to the true point of beginning. (All bearings quoted herein are based on this south quarter, quarter section line being due east and west); thence north 02° 17'00" east (making an interior angle with the south quarter, quarter section line of 87° 43'00") a distance of 96.0 feet more or less to a point on the old town line; thence along the old town line north 49° 47'26" east 664.00 feet more or less, to a point in the southwesterly right-of-way of Reiplinger Road which is 11.2 feet southeasterly of the intersection of the west right-of-way of Reiplinger Road and the South line of Wilhelm Street; thence south 45° 35'55" east along the west right-of-way line of Reiplinger Road a distance of 582.3 feet, more or less, to a point in Phase I of Oak Manor Condominiums; thence north 30° 38'55" west a distance of 212.70 feet to a point; thence north 30° 38'55" west a distance of 212.70 feet to a point on said south quarter, quarter section line; thence west a distance of 108.85 feet to a point on said line; thence south 53° 21'00" west a distance of 90.81 feet to a point; thence north 36° 39'00" west 67.56 feet to a point on said Quarter, Quarter section line; thence west a distance of 160.01 feet to a point on said Quarter, Quarter section line; thence south 30° 29'52" west a distance of 72.85 feet to a point; thence north 59° 30'08" west a distance of 121.23 feet to the place of beginning, excepting a parcel of land beginning at the intersection of the old town line and the west right-of-way line of Reiplinger Road; thence south 45° 35'55" east along the west right-of-way line of Reiplinger Road a distance of 69.3 feet to a point; thence south 49° 47'26" west a distance of 344.52 feet to a point; thence north 45° 35'55" west a distance of 69.3 feet to a point on the old town line; thence north 49° 47'26" east along the old town line a distance of 344.52 feet to the point of beginning, all in the Town of Schererville, County of Lake, State of Indiana, containing 6.76 acres more or less.

LEGAL DESCRIPTION (Cont'd)

EASEMENT "A":

The above parcels are encumbered by an easement for sanitary sewer from Anthony Reiplinger, a bachelor, and Edward Reiplinger, a bachelor, to the Town of Schererville, Indiana, dated November 25, 1964 and recorded December 7, 1964, in Miscellaneous Record 913 page 160 as Document No. 596597, in, upon, along and over the following: A 15-foot easement lying immediately Westerly of a line in the Northwest Quarter of Section 15, Township 35 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of the Southwest Quarter, Northwest Quarter Section 15, Township 35 North, Range 9 West of the 2nd P.M., which is 151.86 feet West of the Northeast corner thereof, thence Southwesterly for a distance of 542.95 feet to a point 483 feet West of and measured at right angles to the East line of the above Southwest Quarter of Northwest Quarter, thence continuing in a Southwesterly direction on a line making an angle of 24 degrees, 42' to the right from the last described line for a distance of 357.4 feet to a point; thence continuing in a Southwesterly direction on a line making an angle of 36 degrees, 25' to the left from the last described line for a distance of 358.75 feet to a point; thence continuing in a Southwesterly direction on a line making an angle of 12 degrees, 22' to the left from the last described line 304.0 feet to the Northeastery right of way line of U.S. Highway Route #30, in Lake County, Indiana.



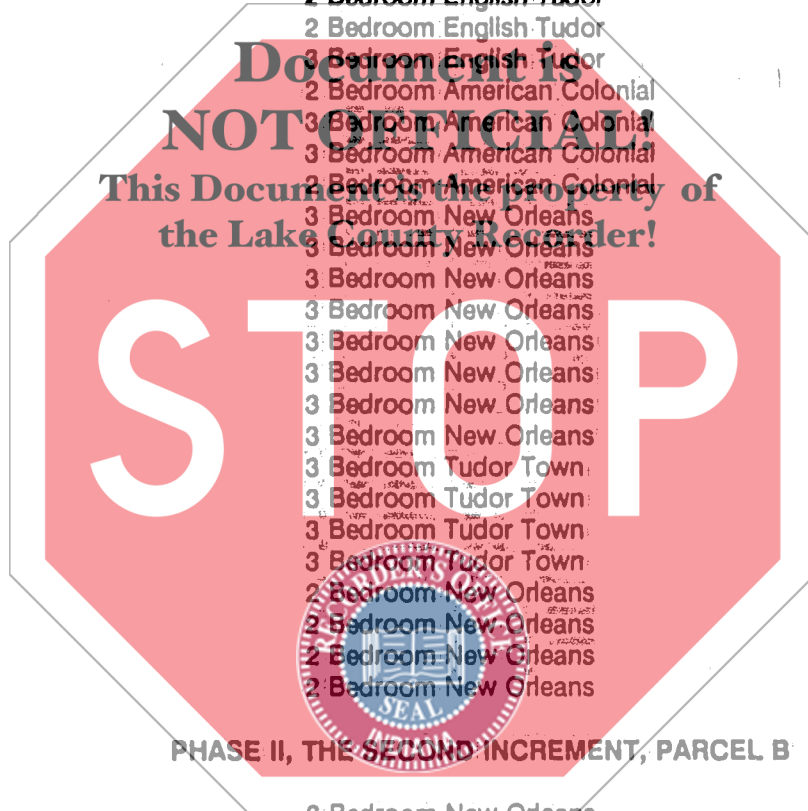
EXHIBIT "B"

PHASE I, THE FIRST INCREMENT, PARCEL A

Apartment Number

% Undivided Interest

114 New Orleans Street	2 Bedroom English Tudor	.62748%
116 New Orleans Street	2 Bedroom English Tudor	.62748%
118 New Orleans Street	2 Bedroom English Tudor	.62748%
120 New Orleans Street	3 Bedroom English Tudor	.67272%
115 New Orleans Street	2 Bedroom American Colonial	.65300%
117 New Orleans Street	3 Bedroom American Colonial	.75158%
119 New Orleans Street	3 Bedroom American Colonial	.75158%
121 New Orleans Street	2 Bedroom American Colonial	.65300%
1726 Hampton Court	2 Bedroom English Tudor	.62748%
1728 Hampton Court	2 Bedroom English Tudor	.62748%
1730 Hampton Court	2 Bedroom English Tudor	.62748%
1732 Hampton Court	3 Bedroom English Tudor	.67272%
1776 Hampton Court	2 Bedroom American Colonial	.65300%
1778 Hampton Court	3 Bedroom American Colonial	.75158%
1780 Hampton Court	3 Bedroom American Colonial	.75158%
1782 Hampton Court	2 Bedroom American Colonial	.65300%
1920 Hampton Court	3 Bedroom New Orleans	.76254%
1922 Hampton Court	3 Bedroom New Orleans	.76254%
1924 Hampton Court	3 Bedroom New Orleans	.76254%
1926 Hampton Court	3 Bedroom New Orleans	.76254%
1930 Hampton Court	3 Bedroom New Orleans	.76254%
1932 Hampton Court	3 Bedroom New Orleans	.76254%
1934 Hampton Court	3 Bedroom New Orleans	.76254%
1936 Hampton Court	3 Bedroom New Orleans	.76254%
1910 Burgundy Street	3 Bedroom Tudor Town	.76254%
1912 Burgundy Street	3 Bedroom Tudor Town	.76254%
1914 Burgundy Street	3 Bedroom Tudor Town	.76254%
1916 Burgundy Street	3 Bedroom Tudor Town	.76254%
1921 Burgundy Street	2 Bedroom New Orleans	.70777%
1923 Burgundy Street	2 Bedroom New Orleans	.70777%
1925 Burgundy Street	2 Bedroom New Orleans	.70777%
1927 Burgundy Street	2 Bedroom New Orleans	.70777%



PHASE II, THE SECOND INCREMENT, PARCEL B

1800 Chelsea Street	3 Bedroom New Orleans	.76254%
1802 Chelsea Street	3 Bedroom New Orleans	.76254%
1804 Chelsea Street	3 Bedroom New Orleans	.76254%
1806 Chelsea Street	3 Bedroom New Orleans	.76254%
1803 Chelsea Street	2 Bedroom English Tudor	.62748%
1805 Chelsea Street	2 Bedroom English Tudor	.62748%
1807 Chelsea Street	3 Bedroom English Tudor	.67272%
1809 Chelsea Street	2 Bedroom English Tudor	.62748%
1810 Chelsea Street	3 Bedroom New Orleans	.76254%
1812 Chelsea Street	3 Bedroom New Orleans	.76254%
1814 Chelsea Street	3 Bedroom New Orleans	.76254%
1816 Chelsea Street	3 Bedroom New Orleans	.76254%
1815 Chelsea Street	3 Bedroom English Tudor	.67272%
1817 Chelsea Street	2 Bedroom English Tudor	.62748%

EXHIBIT 'B'

PHASE II, THE SECOND INCREMENT, PARCEL B (Continued)

Apartment Number

% Undivided Interest

1819 Chelsea Street	2 Bedroom English Tudor	.62748%
1821 Chelsea Street	2 Bedroom English Tudor	.62748%
1815 Burgundy Street	3 Bedroom New Orleans	.76254%
1817 Burgundy Street	3 Bedroom New Orleans	.76254%
1819 Burgundy Street	3 Bedroom New Orleans	.76254%
1821 Burgundy Street	3 Bedroom New Orleans	.76254%
1830 Burgundy Street	2 Bedroom English Tudor	.62748%
1832 Burgundy Street	2 Bedroom English Tudor	.62748%
1834 Burgundy Street	2 Bedroom English Tudor	.62748%
1836 Burgundy Street	3 Bedroom English Tudor	.67272%
1839 Burgundy Street	2 Bedroom English Tudor	.62748%
1841 Burgundy Street	3 Bedroom English Tudor	.67272%
1843 Burgundy Street	2 Bedroom English Tudor	.62748%
1845 Burgundy Street	2 Bedroom English Tudor	.62748%
1840 Burgundy Street	2 Bedroom English Tudor	.62748%
1842 Burgundy Street	3 Bedroom English Tudor	.67272%
1844 Burgundy Street	2 Bedroom English Tudor	.62748%
1846 Burgundy Street	2 Bedroom English Tudor	.62748%
1851 Burgundy Street	3 Bedroom English Tudor	.67272%
1853 Burgundy Street	2 Bedroom English Tudor	.62748%
1855 Burgundy Street	2 Bedroom English Tudor	.62748%
1857 Burgundy Street	2 Bedroom English Tudor	.62748%
1850 Burgundy Street	3 Bedroom New Orleans	.76254%
1852 Burgundy Street	3 Bedroom New Orleans	.76254%
1854 Burgundy Street	3 Bedroom New Orleans	.76254%
1856 Burgundy Street	3 Bedroom New Orleans	.76254%
1900 Burgundy Street	3 Bedroom New Orleans	.76254%
1902 Burgundy Street	3 Bedroom New Orleans	.76254%
1904 Burgundy Street	3 Bedroom New Orleans	.76254%
1906 Burgundy Street	3 Bedroom New Orleans	.76254%
1911 Burgundy Street	2 Bedroom New Orleans	.70777%
1913 Burgundy Street	2 Bedroom New Orleans	.70777%
1915 Burgundy Street	2 Bedroom New Orleans	.70777%
1917 Burgundy Street	2 Bedroom New Orleans	.70777%



PHASE III, THE THIRD INCREMENT, PARCEL C

1725 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1727 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1729 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1731 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1726 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1728 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1730 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1732 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1735 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1737 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1739 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%
1741 Burgundy Street	3 Bedroom Tudor Apartment, Revised	.67272%

EXHIBIT "B"

PHASE III, THE THIRD INCREMENT, PARCEL C (Continued)

<u>Apartment Number</u>		<u>% Undivided Interest</u>
1745 Burgundy Street	2 Bedroom New Orleans	.70777%
1747 Burgundy Street	2 Bedroom New Orleans	.70777%
1749 Burgundy Street	2 Bedroom New Orleans	.70777%
1751 Burgundy Street	2 Bedroom New Orleans	.70777%
1746 Burgundy Street	3 Bedroom New Orleans	.76254%
1748 Burgundy Street	3 Bedroom New Orleans	.76254%
1750 Burgundy Street	3 Bedroom New Orleans	.76254%
1752 Burgundy Street	3 Bedroom New Orleans	.76254%
1756 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1758 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1760 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1762 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1800 Burgundy Street	3 Bedroom New Orleans	.76254%
1802 Burgundy Street	3 Bedroom New Orleans	.76254%
1804 Burgundy Street	3 Bedroom New Orleans	.76254%
1806 Burgundy Street	3 Bedroom New Orleans	.76254%
1810 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1812 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1814 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1816 Burgundy Street	3 Bedroom Tudor Townhouse	.76254%
1820 Burgundy Street	2 Bedroom New Orleans	.70777%
1822 Burgundy Street	2 Bedroom New Orleans	.70777%
1824 Burgundy Street	2 Bedroom New Orleans	.70777%
1826 Burgundy Street	2 Bedroom New Orleans	.70777%
122 New Orleans Street	2 Bedroom New Orleans	.70777%
124 New Orleans Street	2 Bedroom New Orleans	.70777%
126 New Orleans Street	2 Bedroom New Orleans	.70777%
128 New Orleans Street	2 Bedroom New Orleans	.70777%
149 New Orleans Street	3 Bedroom Tudor Townhouse	.76254%
151 New Orleans Street	3 Bedroom Tudor Townhouse	.76254%
153 New Orleans Street	3 Bedroom Tudor Townhouse	.76254%
155 New Orleans Street	3 Bedroom Tudor Townhouse	.76254%
1725 Chelsea Street	3 Bedroom Tudor Townhouse	.76254%
1727 Chelsea Street	3 Bedroom Tudor Townhouse	.76254%
1729 Chelsea Street	3 Bedroom Tudor Townhouse	.76254%
1731 Chelsea Street	3 Bedroom Tudor Townhouse	.76254%
1726 Chelsea Street	3 Bedroom Tudor Apartment Revised	.67272%
1728 Chelsea Street	3 Bedroom Tudor Apartment Revised	.67272%
1730 Chelsea Street	3 Bedroom Tudor Apartment Revised	.67272%
1732 Chelsea Street	3 Bedroom Tudor Apartment Revised	.67272%
1735 Chelsea Street	3 Bedroom New Orleans	.76254%
1737 Chelsea Street	3 Bedroom New Orleans	.76254%
1739 Chelsea Street	3 Bedroom New Orleans	.76254%
1741 Chelsea Street	3 Bedroom New Orleans	.76254%
1736 Chelsea Street	3 Bedroom Tudor Apartment, Revised	.67272%
1738 Chelsea Street	3 Bedroom Tudor Apartment, Revised	.67272%
1740 Chelsea Street	3 Bedroom Tudor Apartment, Revised	.67272%
1742 Chelsea Street	3 Bedroom Tudor Apartment, Revised	.67272%



ARTICLES OF INCORPORATION
(Not for Profit)

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

INSTRUCTIONS:

Use 8 1/2 x 11 Inch Paper for Inserts

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

FILING FEE is \$13.00

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

APPROVED
AND
FILED
APR 15 1974
[Signature]
SECRETARY OF
STATE OF INDIANA

ARTICLES OF INCORPORATION

OF
NOT OFFICIAL!

OAK MANOR CONDOMINIUM OWNERS ASSOCIATION INCORPORATED

This Document is the property of
the Lake County Recorder!

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

ARTICLE I
Name

Oak Manor Condominium Owners Association Incorporated

The name of the Corporation is

(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)
Hereafter referred to as the Association.

ARTICLE II
Purposes

The purposes for which the Corporation is formed are: A. To provide a functional entity for the administration of a condominium known as OAK MANOR CONDOMINIUM, which is being incrementally developed upon certain Real Estate as follows:

Parcel No. 1. Part of the Northwest Quarter of the Northwest Quarter of Section 15, Township 35 North, Range 9 West of the 2nd P. M., more particularly described as follows Commencing at a point on the South Line of the Northwest Quarter of the Northwest Quarter of said Section 15, 137.6 feet East of the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 15; thence on the following bearings and distances

- N 2 13' 0" E, 96.00 ft.
- N 49 35' 51" E, 330.43 ft.
- S 45 35' 55" E, 66.00 ft.
- N 49 35' 51" E, 330.43 ft.
- N 45 35' 55" W, 66.00 ft.
- N 49 35' 51" E, 43.22 ft.
- S 45 35' 55" E, 789.33 ft.
- N 90 0' 0" W, 1103.82 ft.

to the place of beginning excepting therefrom a strip of land 40 feet wide lying southwesterly of and adjoining the Southwesterly right of way of the P. C. C. and St. L. R. R. Company, taken for road purposes, in the Town of Schererville, Lake County, Indiana.

Parcel No. 2:

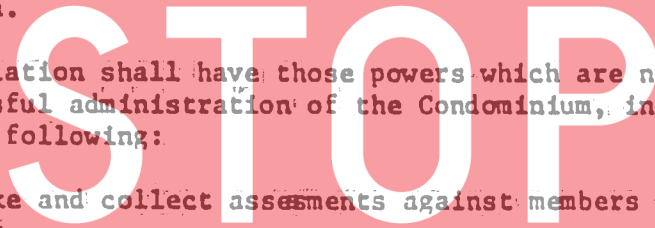
Part of the Northwest Quarter of Section 15, Township 35 North, Range 9, West of the 2nd P. M., described as follows: Commencing at a point on the North Line of the Southwest Quarter of the Northwest Quarter of Section 15, Township 35 North, Range 9, West of the 2nd P. M., which is 151.36, feet West of the Northeast corner thereof: thence on the following bearings and distance:

S 35 58' 0" W, 542.95 ft.
S 60 40' 0" W, 357.40 ft.
S 24 15' 0" W, 347.67 ft.
N 59 36' 0" W, 279.29 ft.
N 2 16' 21" W, 790.81 ft.

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to a point on the North Line of said Southwest Quarter of the Northwest Quarter which is 137.6, feet East of the Northwest Corner thereof; thence N 90 0'E, 1045.51, feet to the place of beginning in the Town of Schererville, in Lake County, Indiana.



B. The Association shall have those powers which are necessary and proper for the successful administration of the Condominium, including, but not limited to the following:

1. To make and collect assessments against members to defray the costs of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties, and in the payment of those costs and liabilities of the Condominium not assessed to an individual owner.
3. The maintenance, repair, replacement and operation of the Condominium property.
4. The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members.
5. The reconstruction of improvements after casualty and the further improvement of the property.
6. To make and amend reasonable regulations respecting the use of the property in the Condominium.
7. To approve or disapprove proposed purchasers and lessees of Apartments according to the provisions of the Declaration of Condominium.
8. To enforce by legal means the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association, and

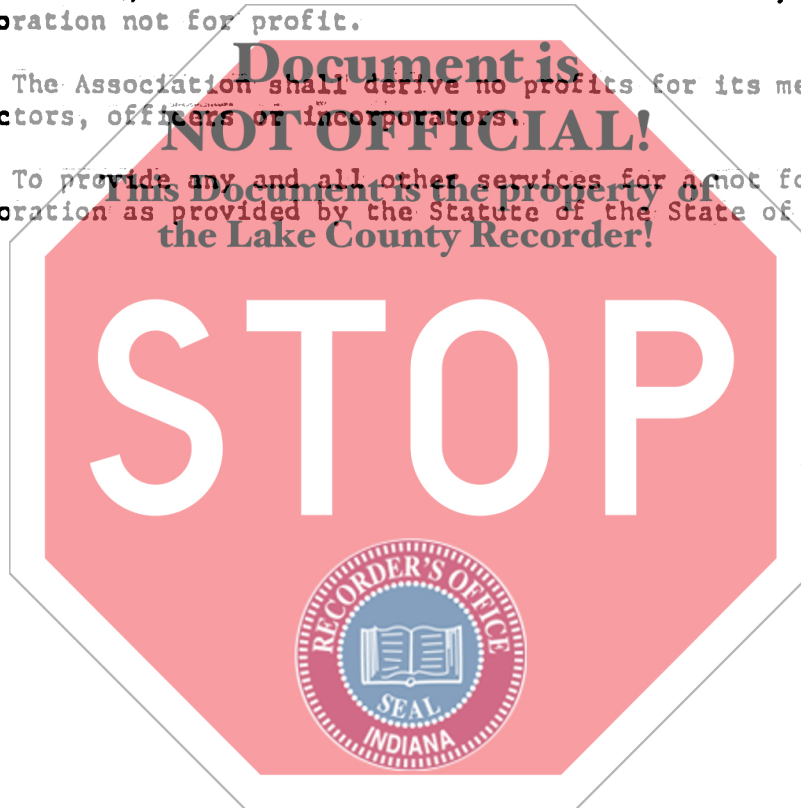
the regulation for the use of the property in the Condominium.

9. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the Board of Directors or the membership of the Association.

10. The Association shall have all of the powers and duties set forth in the Condominium Act subject to the terms and provisions of the Declaration of Condominium and By-Laws and the powers granted therein along with all of the Common Law and Statutory Powers of a Corporation not for profit.

C. The Association shall derive no profits for its members, the directors, officers or incorporators.

D. To provide any and all other services for a not for profit corporation as provided by the Statute of the State of Indiana.



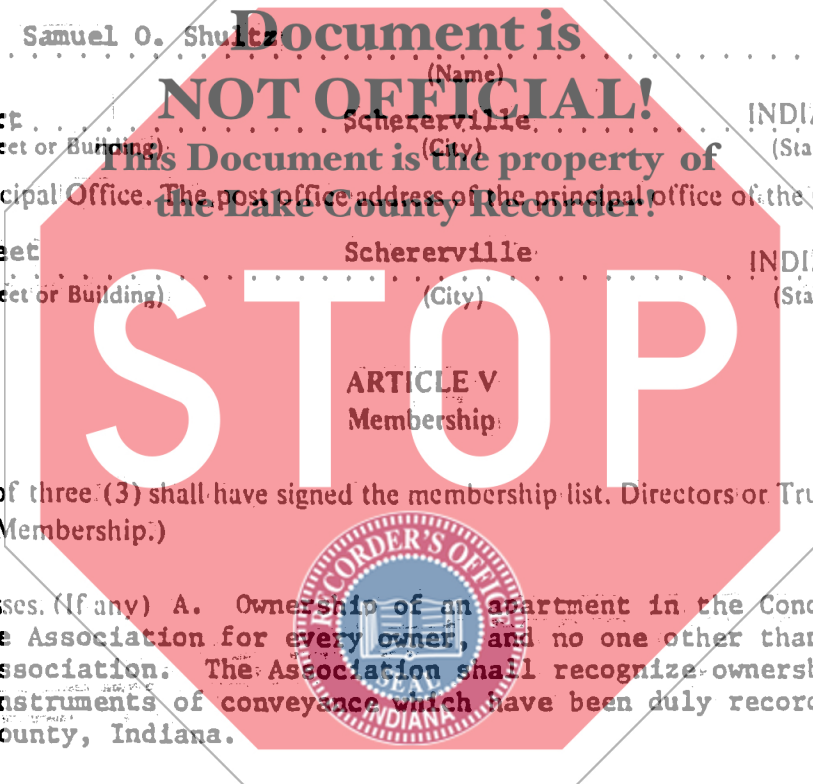
**ARTICLE III
Period of Existence**

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

**ARTICLE IV
Resident Agent and Principal Office**

Section 1. Resident Agent. The name and address of the Resident Agent in charge of the Corporation's principal office is **Samuel O. Shultz**
(Name)
1730 Hampton Court **Schererville** **INDIANA** **46375**
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is
1730 Hampton Street **Schererville** **INDIANA** **46375**
(Number and Street or Building) (City) (State) (Zip Code)



**ARTICLE V
Membership**

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

Section 1. Classes. (If any) A. Ownership of an apartment in the Condominium confers ~~imm~~ membership in the Association for every owner, and no one other than an owner shall be a member of said Association. The Association shall recognize ownership on the basis of Deeds or other instruments of conveyance which have been duly recorded in the Recorder's Office of Lake County, Indiana.

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes. **None.**

Section 3. Voting Rights of Classes. B. Each owner or owners shall be entitled to one vote except on matters of Amending the Articles, By-Laws and Declaration of Condominium, and ~~in any vote for reconstruction of the Condominium after major destruction; on those~~ matters each owner shall have a vote proportioned to his percentage of ownership in the condominium as defined in the Declaration of Condominium. In the event the apartments are owned by two or more natural person, the total vote of the apartment shall be (divided equally among) unchanged.

EXHIBIT C

PLEASE NOTE: The Corporation shall confer upon every member a certificate signed by the President for

ARTICLE VIII
Statement of Property (If any)

A statement of the property and an estimate of the value thereof, to be taken over by this corporation at or upon its incorporation are as follows: **None.**



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

- A. The By-Laws of this Association are to provide a structural framework for the guidance and performance of the directors, officers, incorporators and members of the Association in their day to day administration of the Condominium. These persons should strictly adhere to the provisions of the By-Laws.
- B. The directors and officers shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The members shall indemnify and hold harmless each director and officer against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of Condominium or By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. Directors and officers shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by such person in connection with any proceeding to which he may be a party by reason of his position as director or officer.

**ARTICLE VI
 Directors**

Section 1. Number of Directors. The initial Board of Directors is composed of ~~Three (3)~~ **Three (3)** . . . members. If the exact number of Directors is not stated, the minimum number shall be ~~Three (3)~~ **Three (3)** . . . and the maximum number shall be ~~nine (9)~~ **Three (3)** Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation: **AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).**

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

Name	Number and Street or Building	City	State	Zip Code
Samuel O. Shultz	1730 Hampton Court	Schererville	Indiana	46375
Nick Livingston	1730 Hampton Court	Schererville	Indiana	46375
David M. Rybicki	3701 Main Street	East Chicago	Indiana	46312



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

Name	Number and Street or Building	City	State	Zip Code
Samuel O. Shultz	1730 Hampton Court	Schererville	Indiana	46375

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

IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 22nd day of March, 1974.

Samuel O. Shultz
(Written Signature)
-SAMUEL O. SHULTZ
(Printed Signature)
SAMUEL O. SHULTZ

.....
(Written Signature)
.....
(Printed Signature)
.....
(Written Signature)
.....
(Printed Signature)



State of Indiana

County of LAKE

SS:



Before me, SAMUEL O. SHULTZ, a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (severally) acknowledged the execution of the foregoing Articles of Incorporation.

Notary Seal
Required

David M. Rybicki
(Written Signature)
David M. Rybicki Notary Public
DAVID M. RYBICKI

My commission expires: 9-18-76

WITNESS my hand and Notarial
Seal this 22nd day of March
1974.

EXHIBIT C

This instrument was prepared by CALLAHAN & RYBICKI, ATTYS.
(Name)
3701 Main Street - Suite 609 East Chicago, Indiana 46312
(Number and Street or Building) (City) (State) (Zip Code)

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
SECRETARY OF STATE

To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

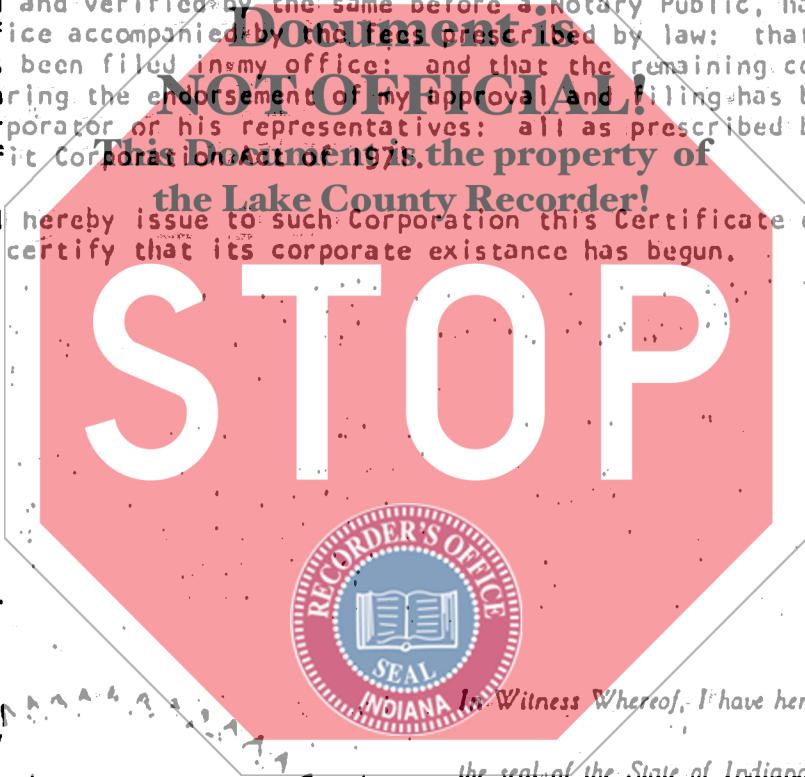
OAK MAJOR CONDOMINIUM OWNERS ASSOCIATION INCORPORATED

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not for profit Corporation, in the form prescribed by my office, prepared and signed in duplicate by the incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at my office accompanied by the fees prescribed by law: that one copy of such Articles has been filed in my office; and that the remaining copy or copies of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporator or his representatives: all as prescribed by the Indiana Not-For-Profit Corporation Law.

Document is NOT OFFICIAL!

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



In Witness Whereof, I have hereunto set my hand and official

the seal of the State of Indiana, at the City of Indianapolis, Ind.

this..... 15th day

April 7th 19.....

Larry A. Conrad
LARRY A CONRAD Secretary of State

By *Maryann Lyford* Deputy

EXHIBIT D

BY-LAWS OF

OAK MANOR CONDOMINIUM OWNERS' ASSOCIATION, INCORPORATED

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

ARTICLE I

I. Identity

These are the By-Laws of Oak Manor Condominium Owners' Association, Incorporated, hereinafter called Association in these By-laws, 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 April 15, 1974. The Association has been organized for the purpose of administering a condominium upon the following lands in Lake County, Indiana:

Parcel A, Phase I

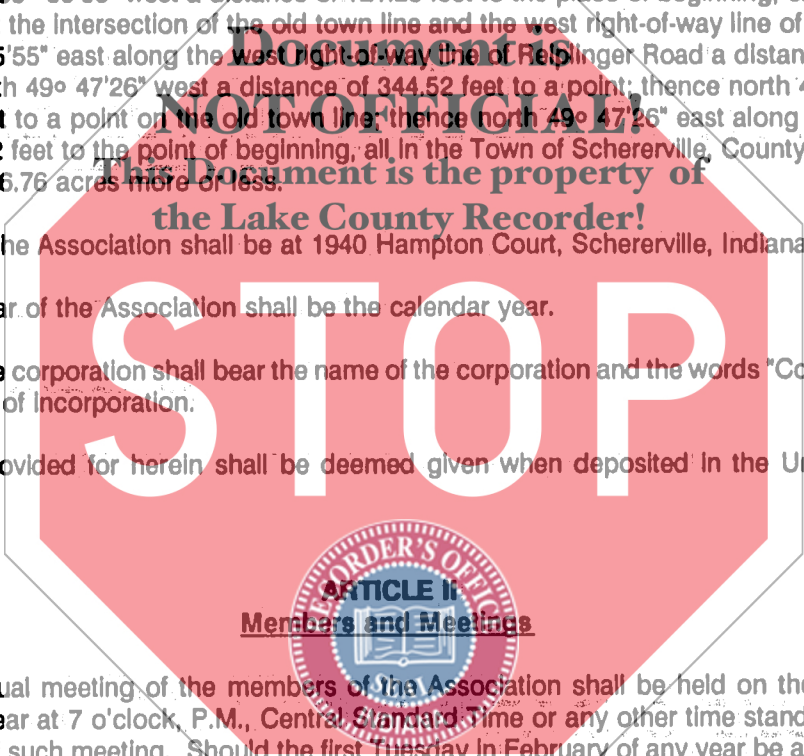
Part of the NW 1/4 of Section 15, Twp. 35 North, Range 9W of the 2nd Principal Meridian, described as follows: Commencing at a point on the north line of the southwest quarter of the northwest quarter of Section 15, Twp. 35, Range 9W of the 2nd Principal Meridian, which is 151.86 feet west of the northeast corner thereof; thence on the following bearings and distances: South 35° 58'00" west a distance of 542.95 feet; thence, south 60° 40'00" west a distance of 357.40 feet thence south 24° 15'00" west a distance of 347.67 feet; thence north 59° 36'00" west a distance of 150.00 feet; thence north 17° 45'20" west a distance of 83.13 feet; thence north 24° 14'20" east a distance of 42.31 feet; thence north 03° 53'00" west a distance of 237.15 feet; thence north 44° 50'57" east a distance of 144.44 feet; thence south 41° 36'07" east a distance of 107.32 feet; thence north 48° 33'09" east a distance of 113.86 feet; thence north 32° 54'55" west a distance of 14.00 feet; thence north 57° 05'05" east a distance of 335.00 feet; thence north 29° 04'55" west a distance of 35.00 feet; thence north 44° 24'05" east a distance of 460.00 feet; thence south 45° 35'55" east a distance of 210.00 feet; thence north 90° 00'00" west a distance of 58.31 feet to the place of beginning, excepting there from a strip of land 40 feet wide lying southwesterly of and adjoining the southwesterly right-of-way of the P.C.C. & St. L.R.R. Company, taken for road purposes, in the Town of Schererville, Lake County, Indiana containing 6.67 acres.

Parcel B, Phase II

That part of the Northwest 1/4 of Section 15, Township 35 North, Range 9, West of the 2nd Principal Meridian described as follows: Beginning at a point which lies North 59° 36'00" West 150 feet from the most Southerly corner of Oak Manor Condominium, Phase 1, to the Town of Schererville, as shown in Plat Book 44, page 60, in the Office of the Recorder of Lake County, Indiana, thence North 2° 39'21" West 380.42 feet, thence North 49° 55'05" East 125 feet; thence South 44° 04'55" East 50 feet, thence North 60° 55'05" East 450 feet, thence North 29° 04'55" West 35 feet, thence North 30° 35'55" West 212.70 feet to a point which is North 90° 00'00" East 661.07 feet from the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 15, thence South 90° 00'00" West 523.47 feet to a point 137.6 feet East of said Northwest corner of the Southwest 1/4 of the Northwest 1/4, thence South 2° 16'21" East 790.81 feet to a point which is North 59° 36'00" West 129.29 feet from the point of beginning, thence South 59° 36'00" East 129.29 feet to the point of beginning, in the town of Schererville, Lake County, Indiana.

Parcel C, Phase III:

Part of the West 1/2 of the Northwest 1/4 of Section 15, Township 35 Range 9 West of the 2nd P.M. more particularly described as commencing at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 15, Township 35, Range 9; thence east along said line a distance of 137.6 feet to the true point of beginning. (All bearings quoted herein are based on this south quarter, quarter section line being due east and west); thence north 02° 17' 00" east (making an interior angle with the south quarter, quarter section line of 87° 43' 00") a distance of 96.0 feet more or less to a point on the old town line; thence along the old town line north 49° 47' 26" east 664.00 feet more or less, to a point in the southwesterly right-of-way of Reiplinger Road which is 11.2 feet southeasterly of the intersection of the west right-of-way of Reiplinger Road and the South line of Wilhelm Street; thence south 45° 35' 55" east along the west right-of-way line of Reiplinger Road a distance of 582.3 feet; more or less, to a point in Phase I of Oak Manor Condominiums; thence north 30° 38' 55" west a distance of 212.70 feet to a point; thence north 30° 38' 55" west a distance of 212.70 feet to a point on said south quarter, quarter section line; thence west a distance of 108.85 feet to a point on said line; thence south 53° 21' 00" west a distance of 90.81 feet to a point; thence north 36° 39' 00" west 67.56 feet to a point on said Quarter, Quarter section line; thence west a distance of 160.01 feet to a point on said Quarter, Quarter section line; thence south 30° 29' 52" west a distance of 72.85 feet to a point; thence north 59° 30' 08" west a distance of 121.23 feet to the place of beginning, excepting a parcel of land beginning at the intersection of the old town line and the west right-of-way line of Reiplinger Road; thence south 45° 35' 55" east along the west right-of-way line of Reiplinger Road a distance of 69.3 feet to a point; thence south 49° 47' 26" west a distance of 344.52 feet to a point; thence north 45° 35' 55" west a distance of 69.3 feet to a point on the old town line; thence north 49° 47' 26" east along the old town line a distance of 344.52 feet to the point of beginning, all in the Town of Schererville, County of Lake, State of Indiana, containing 6.76 acres more or less.



The office of the Association shall be at 1940 Hampton Court, Schererville, Indiana 46375.

The Fiscal year of the Association shall be the calendar year.

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

All notices provided for herein shall be deemed given when deposited in the United States Mail, postage prepaid.

ARTICLE II
Members and Meetings

A. The annual meeting of the members of the Association shall be held on the first Tuesday in February in each year at 7 o'clock, P.M., Central Standard Time or any other time standard in use in that locale at the date of such meeting. Should the first Tuesday in February of any year be a legal holiday, the annual meeting shall be held at the same hour on the next succeeding day. Said annual meeting shall be held at the office of the Association and all annual meetings of the Association shall be held in the Recreation Building. The purpose of the annual meeting shall be to elect the directors and to transact any other business authorized to be transacted by the members.

B. Special meetings of the members of the Association shall be whenever the President, a majority of the Board of Directors, or by twenty percent (20%) of the Owners call for such meetings.

C. A first meeting of the members of the Association shall be on the 1st Tuesday of the first month after which fifty percent (50%) of the Apartments in the first increment have been conveyed. Should the first meeting fall within thirty (30) days of the annual meeting as set forth in the By-Laws, it may be cancelled and all the necessary and required business shall be transacted at the annual meeting. The calling to order of the first meeting shall terminate Declarant's control and management.

D. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days and no more than thirty (30) 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.

E. The presence, in person or by proxy, of thirty-five (35%) of the Owners at any meeting of the Association shall constitute a quorum unless the Owners holding a majority of the percentage interest in the Association provide for a higher percentage.

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

G. Vote may be cast in person or by proxy. Only those owners current in payment of assessments may vote. An Owner may vote by proxy executed in writing by the Owner or by his duly authorized attorney-in-fact. The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Proxies given to the Board shall be divided equally among Board members and the excess proxies after an equal division shall be voted by majority vote of the Board. Proxies must be filed with the Secretary prior to the meeting.

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

I. 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.

J. The order of business at annual members' meetings, and, as far as practical at all other members' meetings shall be:

1. Election of chairman of the meeting;
2. Calling of the roll and certifying of proxies;
3. Proof of notice of meeting or waiver of notice;
4. Reading and disposal of any unapproved minutes;
5. Reports of officers;
6. Reports of committees;
7. Election of inspectors of election;
8. Election of Directors;
9. Unfinished business;
10. New business; and
11. Adjournment.

K. Except as provided elsewhere in the Condominium documents, each Apartment shall be entitled to one (1) vote.

L. In the event of resale of an Apartment, the purchaser of an Apartment from a seller other than the Developer pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Apartment, be counted towards a quorum for purposes of election of members of the Board of Directors at any meeting of the Owners called for purposes electing members of the Board, shall have the right to vote for the election of the members of the Board of Directors, and to be elected to and serve on the Board of Directors unless the seller expressly retains in writing any or all such rights. In no event may seller and purchaser both be counted towards a quorum, be permitted to vote for a particular office and be elected to and

serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. It is understood that a purchaser, pursuant to an installment contract to purchase, shall be allowed to pay assessments in place of the seller if seller expressly states in writing to the Board of such election.

ARTICLE III **Directors**

A. The affairs of the Condominium shall be administered by the Board of Directors. The Board of Directors shall consist of nine (9) persons. Each member of the Board of Directors shall be either the Owner of an Apartment or, until such time as ninety percent (90%) of the Apartments in the first or successive increments are conveyed, the Declarant or his successor or assigns. Thereafter all members of the Board of Directors shall be Owners. Each member of the Board shall be elected at large. The Association shall have one class of membership.

B. Election of the directors shall be conducted in the following manner:

1. Election of the directors shall be at the first meeting of the members of the Association, and at each annual meeting thereafter.

2. Nominations for a directorship shall be made during the meeting at which the vote is to be taken, and shall be made from the floor.

3. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast one vote for each of the vacancies to be filled, provided he casts only one vote per vacancy; and

4. At the first meeting of the members of the Association, the positions for members of the Board of Directors shall be divided into three classes of three directors each. The terms of office for one class of directors shall be fixed at three years; the term of office of a second class shall be fixed at two years; and the term of office of the third class shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years.

C. The remaining members of the Board may fill a vacancy by a two-thirds (2/3) vote until the next annual meeting of Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition.

D. Any director may be removed at a special meeting of the members of the Association called for that purpose by a concurrence of two-thirds (2/3) of the members of the Association.

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

F. 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. Meetings of the Board shall be open to any Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of Common Expenses. Any vote on these matters shall be

taken at a meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recording. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, notices of meetings of the Board of Directors shall be posted in the Clubhouse forty-eight (48) hours prior to the meeting of the Board of Directors. The Board of Directors shall be permitted to hold emergency meetings without prior notice to the homeowners when circumstances warrant or when there is an immediate threat to life or property.

G. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and the purpose of the meeting.

H. 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.

I. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium.

J. 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.

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

L. The compensation to all officers and employees of the Association shall be fixed by the Directors. Directors' fees, if any, shall be approved by a majority of the members of the Association.

M. A candidate for election to the Board of Directors or such candidate's representative shall have the right to be present at the counting of ballots at such election.

ARTICLE IV
Powers and Duties of the Board of Directors

All powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the Condominium. Such powers and duties of the Directors 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 the proceeds of assessments in the exercise of its powers and duties, and in the payment of those costs and liabilities of the Condominium not assessed to an individual Owner.
- C. The maintenance, repair, replacement and operation of the Condominium property by insured corporations or individuals without the right of those entities to file liens against the property or units.
- D. The purchase of insurance upon the Condominium property and insurance for the protection of the Association and its members.

- E.** The reconstruction of improvements after casualty and the further improvement of the property.
- F.** To adopt and amend rules and regulations covering the details of the operation and use of the property, after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations which conforms to the requirements of the Indiana Horizontal Property Regime Act, provided however, no rules and regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or the Indiana Constitution. No quorum is required at such meeting of the Owners.
- G.** To approve or disapprove proposed purchasers and lessees of Apartments according to the provisions of the Declaration of Condominium.
- H.** To enforce by legal means the provisions of the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the Condominium.
- I.** To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.
- J.** To prepare, adopt and distribute the annual budget for the property.
- K.** To employ and dismiss personnel necessary or advisable for the maintenance and operation of the common elements.
- L.** To obtain adequate and appropriate kinds of insurance.
- M.** To own, convey, encumber, lease and otherwise deal with Apartments conveyed to or purchased by the Association.
- N.** To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.
- O.** To have access to each Apartment from time to time as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to other Apartments.
- P.** To impose charges for late payments of an Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws and Rules and Regulations of the Association.
- Q.** To assign the Association's right to future income, including the right to receive common expenses.
- R.** To dedicate a portion of the common elements to a public body for use, as or in connection with the street or utility where authorized by the Owners.
- S.** To record the granting of an easement for the laying of cable television cable where authorized by the Owners.
- T.** To reasonably accommodate the needs of a handicapped Owner as required by the Human Rights Act and the exercise of its powers with the respect to the use of common elements or approval of modifications in the individual unit.

ARTICLE V
Officers

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

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

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

D. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall give and serve all notices to the members and directors as required by the Declaration, the By-laws, Rules and Regulations or any other statutory law. He shall have custody of the seal of the Association and affix the same to the instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors of the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. He shall be permitted to approve payment vouchers on behalf of the Association.

F. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

ARTICLE VI
Fiscal Management

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

A. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

1. Current Expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses of the succeeding year.

2. Reserve for deferred maintenance and betterments. Deferred maintenance which shall include funds for the repair or replacement required because of damage, depreciation or obsolescence. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

B. The Board of Directors shall annually supply to all Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for capital expenditures or repairs and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. Each Owner shall receive, at least ten (10) days prior to the adoption thereof by the Board of Directors, a copy of the approved annual budget together with an indication of which portions are intended for capital expenditures or repairs. Each Owner shall receive notice, in the same manner as is provided for membership meetings.

C. Assessments against the Apartment Owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. If the annual assessment is not made as required, it shall be presumed that the assessment for the succeeding year is in the same amount as the preceding year, each Owner's share being the same. In the event the annual assessment proves to be insufficient or is not made prior to December 20 of the preceding year, the budget and assessment can be amended at any time by the Board of Directors, but any such amendment shall be subject to the approval of the membership of the Association as provided in these By-Laws.

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

E. A review of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made. A certified audit of the accounts of the Association shall be performed once every five years.

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

G. If an adopted budget requires assessment against the Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Directors, upon written petition by Owners with 35% of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

H. Upon ten (10) days notice to the manager or Board of Directors and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

ARTICLE VII **Parliamentary Rules**

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

**ARTICLE VIII
Amendment**

A. Amendments of the By-laws shall be proposed and adopted by the members in the following manner:

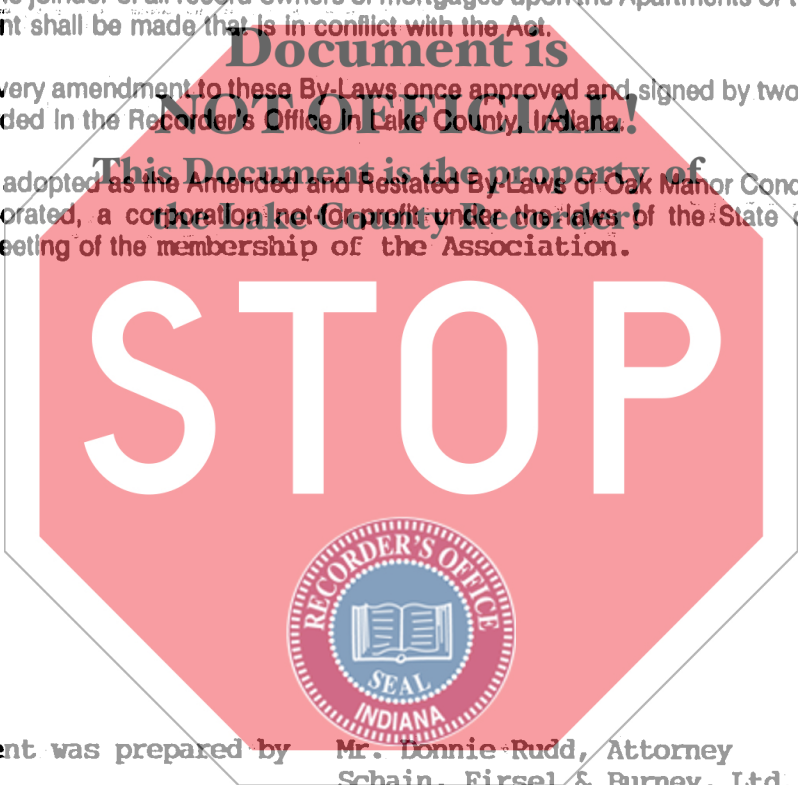
1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered:

2. An amendment shall be approved by a vote of the Owners whose interests in the Common Areas total, in the aggregate, not less than seventy-five percent (75%). Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting.

3. No amendment shall make any changes in the qualifications for membership nor the voting rights and percentage of ownership of members without approval in writing by all Owners and the joinder of all record owners of mortgages upon the Apartments or the property. No amendment shall be made that is in conflict with the Act.

4. Every amendment to these By-Laws once approved and signed by two (2) officers, shall be recorded in the Recorder's Office in Lake County, Indiana.

The foregoing were adopted as the Amended and Restated By-Laws of Oak Manor Condominium Owners' Association, Incorporated, a corporation not-for-profit under the laws of the State of Indiana, at the Oct. 1, 1991 meeting of the membership of the Association.



This instrument was prepared by Mr. Donnie Rudd, Attorney
Schain, Firsell & Burney, Ltd.
222 N. La Salle St. Suite 1910
Chicago, IL 60601-1102

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

We, the undersigned, are all the members of the Board of Directors of Oak Manor Condominium, a Horizontal Property Regime, a condominium established by the aforesaid Declaration of Condominium, and by our signatures below, we hereby execute and acknowledge the foregoing document.

EXECUTED AND ACKNOWLEDGED this 15th day of October, 1991

Diane Myers
Diane Myers

Mary Renzino
Mary Renzino

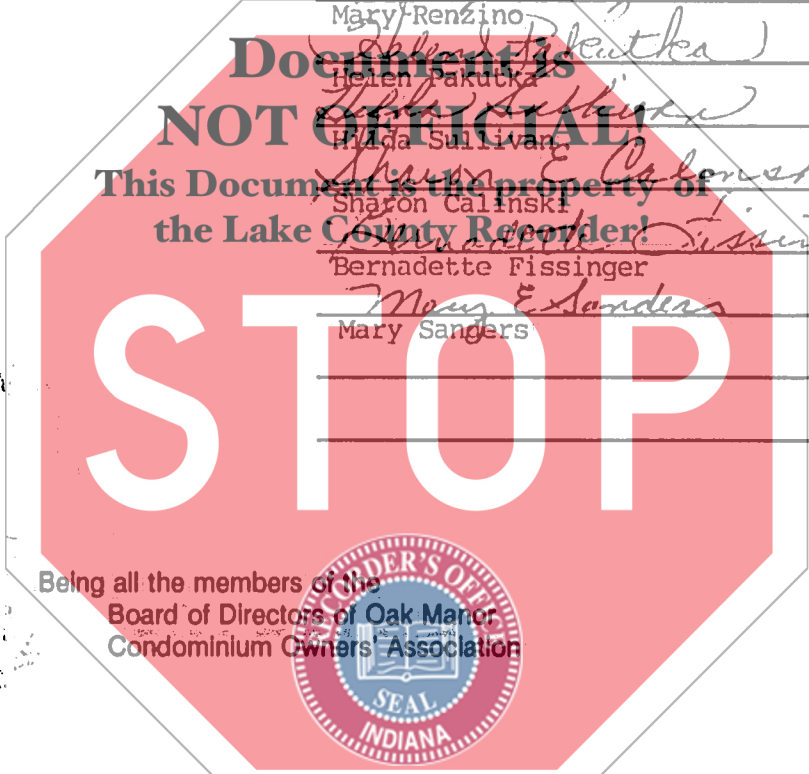
Helen Pakutka
Helen Pakutka

Hilda Sullivan
Hilda Sullivan

Sharon Calinski
Sharon Calinski

Bernadette Fissinger
Bernadette Fissinger

Mary Sanders
Mary Sanders



(Corporate):

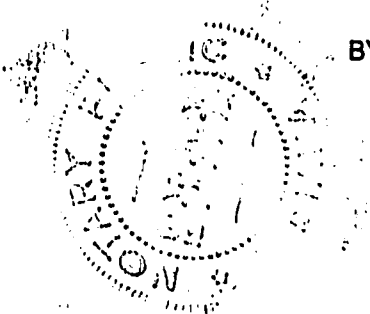
(Seal):

Being all the members of the Board of Directors of Oak Manor Condominium Owners Association



I, DIANA FUNARI, a Notary Public, hereby certify that on the above date the Board of Directors of Oak Manor Condominium, a Horizontal Property Regime, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and as the free and voluntary act of said Board for the uses and purposes therein set forth.

BY: Diana Funari
Notary Public



DIANA FUNARI
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. MAY 29, 1993

CERTIFICATION AS TO UNIT OWNERS

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

I, Helen Pakutka, state that I am the Secretary of the Board of Directors of Oak Manor Condominium, a Horizontal Property Regime, and hereby certify that the persons whose interest in the Common Areas total, in the aggregate, not less than seventy-five percent (75%), and said unit owners acknowledged, by their presence or proxy, the foregoing instrument as their free and voluntary act for the purposes set forth therein at a meeting of the membership held on October 1, 1991.

BY: Helen Pakutka
~~Secretary~~



RESOLUTION TO ADOPT ASSOCIATION RULES

WE, THE UNDERSIGNED, being a proper majority of the Board of the Oak Manor Condominium Owners' Association ("Association"), at a meeting duly called for such purposes, do hereby consent to the following resolution:

WHEREAS, the Association is governed by provisions of the Indiana General Not-For-Profit Corporation Act, the Association's Declaration and its Bylaws; and

WHEREAS, Article IV of the Association's Bylaws (hereafter "Bylaws") provides that the direction and administration of the Property and the affairs of the Association shall be vested in the Board; and

WHEREAS, the Board, in accordance with Article IV(F) of the Bylaws has the authority to adopt and amend rules and regulations the Board may deem advisable covering the details of the operation, use, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the owners and occupants of the Property; and

WHEREAS, the Board is adopting comprehensive Rules and Regulations pursuant to authority vested in the Board; and

WHEREAS, the Board has determined that the most effective means of the enforcement of the Declaration, Bylaws and Rules and Regulations of the Association is through establishment of a comprehensive set of Rules and Regulations, including policies and procedures for their enforcement; and

WHEREAS, the Board, under its rule making authority, wishes to establish rules, regulations, policies and procedures for the enforcement of the Declaration, Bylaws and Rules and Regulations of the Association.

NOW, THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution, does hereby adopt the following comprehensive Rules and Regulations and procedures for the enforcement thereof.

Adopted this 15th day of October, 1991 at Schererville, Indiana.

Diane Myers
Diane Myers

Mary Renzino
Mary Renzino

Helen Pakutka
Helen Pakutka

Hilda Sullivan
Hilda Sullivan

Bernadette Fissinger
Bernadette Fissinger



I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Indiana Horizontal Property Act, the Declaration, or in the Bylaws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. **Abandoned Vehicle** - Any vehicle which is in the state of disrepair rendering it incapable of being driven in its present condition; and which has not been used or moved for at least seven (7) consecutive days; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.
- B. **Act** - The Indiana Horizontal Property Act, as amended from time to time.
- C. **Association** - the Oak Manor Condominium Owners' Association, an Indiana not-for-profit corporation and common interest community.
- D. **Board** - The Board of Directors of the Association.
- E. **Bylaws** - The Bylaws of the Oak Manor Condominium Owners' Association, and as amended from time to time thereafter.
- F. **Common Area** - The Common Areas of the Association, as defined in the Act and the Declaration.
- G. **Common Expense or Assessment** - Any amount which the board may assess or levy against an Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, Bylaws or the Rules and Regulations.
- H. **Declaration** - The Declaration of Ownership for the Oak Manor Condominium Owners' Association, which was originally recorded in the Office of the Recorder of Deeds of Lake County, Indiana on May 8, 1974 as Document No. 250487 and as amended from time to time thereafter.
- I. **Emergency Vehicles** - Ambulances and hospital or medical vehicles of any type; or fire fighting vehicles of any type; or police protection vehicles of any type; or snow plowing vehicles; or Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Owners, Residents and other persons on the Property.
- J. **Managing Agent or Manager** - The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- K. **Member of the Association** - A Unit Owner.
- L. **Non-Permitted Vehicles** - All vehicles other than those defined as Permitted Vehicles or Emergency Vehicles; or any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required; or any vehicle which if they did not have commercial lettering would be permitted as per regulation; or snowmobiles (as defined in the Indiana Code title 14-1-3-1(e)); or off road vehicles (as defined in Indiana Code Title 14-1-3-1(f).)
- M. **Owner** - The owner or owners of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the unit to the same extent as if title to the property were held in the name of such person or persons.

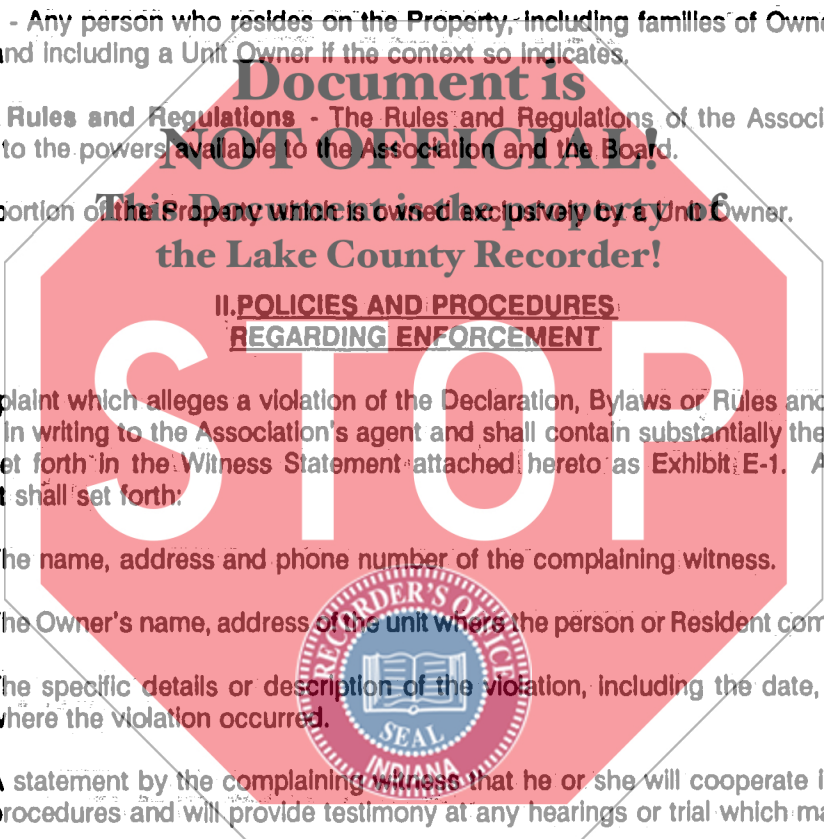
N. **Permitted Vehicles** - Passenger-type automobiles in a fully driveable and operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; or lightweight recreational motor vehicles (as defined in the Indiana Code, Title 9-1-2(t)); excluding campers, provided, however, that lightweight recreational vehicles shall have a "B", "RV", or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.); shall have an overall length of less than twenty feet (20 ft.), shall have an overall width of less than seven feet (7-ft.) and shall be capable of being driven into a unit's garage with the garage door closed; or van and pick-up trucks in a full driveable and operable condition, provided that trucks shall have an "A", "V" or other passenger license plate, shall have no more than four (4) wheels, a curb weight of less than four thousand five hundred pounds (4,500 lbs.), and shall be capable of being driven into a unit's garage with the garage door closed; or motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways; or all vehicles either owned by the Association or for its use.

O. **Property** - All the real property against which the Declaration has been recorded, including any improvements thereon.

P. **Resident** - Any person who resides on the Property, including families of Owners and tenants of Owners and including a Unit Owner if the context so indicates.

Q. **Rules or Rules and Regulations** - The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.

R. **Unit** - A portion of the Property which is owned exclusively by a Unit Owner.



A. Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations shall be made in writing to the Association's agent and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit E-1. At a minimum, the complaint shall set forth:

1. The name, address and phone number of the complaining witness.
2. The Owner's name, address of the unit where the person or Resident complained of resides.
3. The specific details or description of the violation, including the date, time and location where the violation occurred.
4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
5. The signature and address of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs or tape recordings be taken, if possible, to illustrate the nature of the violation. Any such photographs or tapes should be sent with the Witness Statement or forwarded as soon as possible. The name of the person who took the photograph or made the tape and the date on which it was taken or made should be included.

B. When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit E-2 (hereafter "Notice of Violation").

In the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Owner's account, if the Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws or Rules and Regulations of the Association.

- C. If any Owner charged with violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:
1. Within fourteen (14) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form, which is part of the Notice of Violation, and by returning it to the Association.
 2. If a request for hearing is filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee duly appointed by the Board to hear the complaint. (The Panel of Inquiry shall not include any persons presenting evidence in the hearing). The hearing shall be conducted no later than six (6) weeks after the delivery of the written request.
 3. At any such hearing the Panel of Inquiry shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the Owner and the Association.
 4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in a form similar to that which is attached hereto as Exhibit E-3.
- D. If no request for a hearing is filed within fourteen (14) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Panel of Inquiry.
- E. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws or Rules and Regulations of the Association, the following shall occur.
1. If found to be guilty of a first violation of a given provision of the Declaration, Bylaws or Rules, the Owner shall be notified of the finding by the Association, its Board, or its duly Authorized Agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine, after considering factors, including but not limited to, the length of time the regulation has been in effect, the length of time the violator has owned a Unit or resided on the property, whether the violation was committed by the Owner, and if not, the extent of control the Owner has or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at the Association's expense may be imposed.

2. If found to be guilty of a second or continuing violation of the same provision of the Declaration, Bylaws or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall also be assessed a fine.
3. Where a fine is imposed, it shall be in the amount of twenty-five dollars (\$25.00) for a single incident of violation or the sum of five dollars (\$5.00) per day for a violation of a continuing nature, or in amounts as may be re-established by the Board from time to time. A FINE FOR A VIOLATION OF A CONTINUING NATURE SHALL BE DEEMED A SINGLE INCIDENT WITH A FINE IMPOSED EACH DAY UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.
5. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Owner will be given two (2) Notices of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Owner, who forces the Association to correct a violation, with an additional administrative charge of two hundred fifty dollars (\$250.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

- F. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- G. Time is of the essence of this policy. Notices are deemed served either:
 1. By personal delivery at the time of delivery; or
 2. By mail following two (2) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail - return receipt requested postage prepaid; to the Owner at the Unit address, or to such other address as the Owner shall have previously filed with the Board, and further provided that either the return receipt has been signed and returned or that the notice sent by the regular mail has not been returned to the Association undelivered. For Units held in trust the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.
- H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

III. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the endorsement policies set forth in the final section of these comprehensive rules and regulations. To the extent that the provisions of the applicable law, the Declaration, Bylaws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, Bylaws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Owners, Residents, their families and guests under Article X of the Association's Declaration as amended from time to time. Exceptions to the Rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by an Owner.

IV. RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

A. Alterations

No alterations of any kind may be made to the exterior portions of any building, including roofs, patios, balconies, siding and the like without the prior written consent of the Board.

B. Antennas, Awnings, Canopy, Shutters

No awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior of the Building, or the Common Areas without prior written consent of the Board, except for a single television master antenna.

C. Assessments and Collections

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the fifth (5th) day of the month shall be considered late. All payments received even if the payment has been designated to be applied to a specific obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.
2. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Owner to be subject to a Late Charge of ten dollars (\$10.00) or such amount as may be adjusted by the Board from time to time for the month which shall be added to and deemed a part of the Owner's Common Expenses.
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to an Owner's account.
4. Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has been commenced, all legal fees and costs will be assessed to the Owner as required by the Declaration and Bylaws.

D. Balconies and Patios

1. Unit Owners shall keep balconies and patios clean, orderly and free from clutter.
2. Balconies and patios may not be decorated, enclosed, altered or the appearance changed in any way without the prior written consent of the Board.
3. Balconies and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs and other items usually associated with patios and balconies. Firewood should not be stored on patios, balconies or next to the building.
4. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies or patios.
5. Balconies and patios must not be used as pet runs.

E. Bicycles

1. Bicycles shall not be parked or stored on the Common Area.
2. Bicycle riding shall be restricted to paved surfaces.

F. Board Meetings and Association Records

Board meetings, except executive sessions as permitted by law, are open to all Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Owners. As required by law, the books and records of the Association are available for the inspection of Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association.

G. Clubhouse (Party Room)

1. The Clubhouse shall be used primarily for private use of the Unit Owners and Residents and for social and business functions of the Association. Additionally, the Clubhouse may be leased for a private party or function as provided for elsewhere below.
2. Non-Resident guests and persons seventeen years of age or younger shall not be permitted to use the Clubhouse unless accompanied by a responsible Unit Owner or Resident eighteen years of age or older.
3. Application for use of the Clubhouse for a private party will be accepted only from the Unit Owner or Resident. The Unit Owner or Resident must be present during the entire period of use.
4. The Board, in its sole discretion, may approve the long-term lease of the Clubhouse directly to nonproprietary, not-for-profit groups, (such as Bridge Clubs, Card Clubs, Dance Clubs, etc.) other than owners or residents so long as membership of such groups is not restricted and so long as such groups, in the opinion of the Board, contribute to the maximum use and enjoyment of the property, and that such groups do not exclude owners, residents, and their invitees from participation in the reserved functions. Such groups will be subject to the same rules and requirements as those specified below for owners and residents.
5. A Unit Owner who has leased a Unit or who does not reside in the Unit on the Property shall be considered to have surrendered the right to use the Clubhouse and other recreational facilities to the tenant or Resident of the Unit, unless the Unit Owner has specifically notified the Association in writing to the contrary. In the absence of any such written notification, the Unit Owner assumes full responsibility for the actions of the tenants and Residents of the Owner's Unit. In no event shall non-resident Unit Owners and the Resident both possess rights of usage.

6. The Clubhouse may be reserved for a private party by submitting an application to the secretary of the Board or Management Agent. Reservations will be accepted on a first-come, first-serve basis. There will be a charge for the use of the Clubhouse. In addition, there will also be a security deposit which will be returned if the Clubhouse is cleaned and left in good condition before 10:00 a.m. of the day following the party. The security deposit and fee for use of the Clubhouse must be submitted along with the application to reserve the Clubhouse. The amounts for the security deposit and use of the Clubhouse will be established from time to time by the Board and are available upon request.
7. The Unit Owner or Resident who reserves the Clubhouse is responsible for any damage which is caused to any portion of the Property which is caused by anyone at the party. Any damage to any of the areas in the immediate vicinity of the party shall be assumed to have been caused by a guest at the party unless the damage has been noted in writing on the application in advance of the time the party begins. Any damage and labor charges necessary to repair the damage will first be deducted from the security deposit, and any additional damages will be assessed to the Unit Owner as a Common Expense.
8. All Unit Owners or Residents who use the Clubhouse are required to comply with all applicable laws concerning the sale and serving of alcoholic beverages. Any Unit Owner who fails to insure that there is compliance with Indiana Code 7.1-5-10, Sections 15 and 15.5 or other applicable laws shall be fully liable for any claim or liability which arises from such failure.
9. The hours during which the Clubhouse may be used are limited to the hours as stated in the Clubhouse Rental Contract. The Clubhouse may not be reserved for private use on Christmas Eve, New Year's Eve, or Legal Holidays.
10. Reservation of the Clubhouse for private use shall not extend to the use of the pool or the pool deck.
11. Failure to comply with the above rules may result in denial of further applications to use the Clubhouse.

H. Common Area

1. Storage of any kind is expressly prohibited on or in any Common Area unless the area is expressly designated for such purpose.
2. All toys, recreation equipment, bicycles, and the like must be removed from Common Area by sunset.
3. Any games or other activity which creates a nuisance, damages any Common Area or disrupts the peace is prohibited on or in any portion of the Common Area.
4. Playground equipment or sandboxes are restricted to patios, balconies, or areas reserved exclusively for the Unit or the Unit Owner.
5. Owners may not enclose any portion of the common Area with a fence or other boundaries.
6. Any trees, shrubs, or plantings to be installed on the Property must be approved by the Board or its duly authorized agents, unless otherwise authorized herein.
7. Owners are responsible for keeping lawn areas immediately surrounding their respective unit or dwelling clean and free from debris and rubbish.
8. Rugs covering the greater surface of a hard surface floor are not allowed in common entrance ways. Small rugs and runners may be allowed.

I. **Common Water Spigots**

1. Watering of lawns between 9:00 p.m. and 9:00 a.m. is prohibited.
2. Watering of lawns and washing of cars are permitted, but only in accordance with local municipality ordinances or rules.
3. Any person using the Association's water system shall ensure when finished that any and all equipment including, but not limited to the hose, shall be placed back into the unit with the wooden cover closed.

J. **Damage to Common Property**

Any property which is damaged by the conduct of an Owner, a pet, or by the Owner's family, tenants or guests will be repaired by the Association and specially assessed to the Owner responsible, or, at the Board's option, may be repaired by the Owner at the Owner's expense. Any determination of whether or not the Owner is responsible is subject to Article II, Paragraph E(5) contained herein.

K. **Deliveries**

Deliveries shall be made in such a manner that the delivered material is not stored on the Common Areas for more than 24 hours.

L. **Emergencies**

In the event of an emergency, contact the Board, its authorized agent or the appropriate governmental entity.

M. **Garages**

1. Except when entering and exiting the garages, garage doors must be kept closed to present an attractive appearance to the Property.
2. No exterior alterations may be made to the garage doors.
3. Car engines must not be left running in garages.
4. Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Any work or activity producing noise in garages is prohibited after 8:00 p.m.
5. Barbecuing in garages is prohibited.
6. The Association shall have the right to inspect garages during reasonable hours upon prior notice to Owners for the purpose of enforcing these rules.
7. Garages shall be used primarily for storage of vehicles and other permitted items. Care and consideration for others must be exercised if the garage is also used for minor repair or maintenance of vehicles. Gasoline and other solvents in excessive amounts which create a danger of fire or explosion may not be stored in a garage. If a unit Owner stores anything in a garage which may harm other Units, it shall be removed upon notification by the Board. Nothing shall be done or stored in a garage which causes harmful or offensive fumes to enter an adjacent Unit.
8. No freezer or refrigerator may be in operation in garages without Board approval. A fee will be charged for use of these appliances.



9. Unit Owners shall be responsible for items stored in garages. The Association shall have no responsibility for these items.

N. Garbage and Trash

1. All garbage must be placed in dumpsters provided by the Association.
2. Discarded furniture, appliances and other large items must not be placed in or around dumpsters. Such items shall be removed from the property by Residents or shall be placed in designated areas for special pick-up as may be provided by the Association from time to time.
3. Parking in front of the dumpsters is forbidden.

O. Insurance

1. The Owner is responsible for obtaining insurance on the contents of the Unit and for personal liability. The Association's Declaration should be reviewed for insurance requirements. A copy of the Association's insurance policy may be obtained from the Manager.
2. Owners renting their Units should maintain Landlord's insurance on improvements, fixtures and other Unit elements not insured by the Association's blanket policy.

P. Landscaping

1. Flowers not exceeding two feet (2 ft.) in height are the only types of landscaping which residents may plant without obtaining written permission of the Board. Flower beds or gardens shall be limited to original non-sodded areas. All other planting will be subject to approval by the Board, and a drawing of suggested additional planting must be submitted to the Board as a pre-condition to the Board's consideration of the request.
2. Vegetable or fruit plants are not permitted.
3. Unit Owners shall be responsible for the care and maintenance of their plantings.
4. Any garden must be planted in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Property.
5. Once a garden has been planted, the Association is no longer responsible for replacement of sod in that area.
6. Any sod or other property damaged by the neglect or abuse of any person on the Property shall be replaced at the expense of the Unit Owner who is responsible.
7. Upon reasonable notice, any neglected plantings or landscaping shall be repaired or replaced by the Association at the Unit Owner(s) expense.
8. Purchasers of previously owned Units shall assume the same responsibility for existing plantings and landscaping as if such plantings and landscaping were their own.
9. Ivy and other similar climbing plants are prohibited on buildings.

Q. Maintenance Requests

Maintenance requests shall be submitted to the Property Manager or other designated party.

R. No Unsightly Uses

1. No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Areas or Limited Common Areas except with prior Board authorization. The Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.
2. **Windows:** The Board may adopt rules from time to time concerning the use and covering of the interior surfaces of glass windows or doors to the dwellings or individual units, whether by draperies, shades or other items visible from the exterior of the Building.

S. Pond

1. Wading, swimming and boating on the pond are prohibited.
2. Ice skating may be permitted at skater's own risk, residents and guests only.

T. Seasonal Decorations

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
2. No outdoor decorations are permitted except for decorations which can be placed on a Unit's door, patio, balcony or landscaping immediately adjacent to the Unit. Any damage caused by the hanging of decorations shall be repaired by the Owner responsible or the cost of repair will be charged to the Owner by the Association.
3. No decorations which create a safety hazard will be permitted.

U. Security

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
2. Never prop open any locked exterior doors.

V. Signs and Advertisements

1. Signs for open house, permissible on Saturdays and Sundays only, shall not be posted any earlier than one hour (1 hr.) before each day's open house and must be removed no later than one hour (1 hr.) after each day's open house. Flags, balloons or pennants are strictly prohibited.
2. "For Sale" signs are strictly forbidden.
3. Advertising signs for business, political or commercial activities are prohibited everywhere on the property.
4. Signs may not be attached to the exteriors of any building.

W. Soliciting

1. Any person seeking to distribute literature on the Property, other than in the United States Mail, shall first deliver a copy of the item to be distributed to the Association and shall state the name, address and phone number of the person or persons who are the authors of the publication and of the person or persons sponsoring or distributing the publication. No other information shall be required for the distribution. Such person(s) shall not distribute the publication without the prior written consent of the Board.

2. If a Unit Owner violates the above provisions, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner shall be assessed all costs and expenses for collection of the disposed of literature and any attorneys' fees or administrative time that may be necessary to insure proper enforcement of these provisions.
3. Any person seeking to solicit for contributions or sale of goods for charity shall be a resident first having registered such intent with the Board and shall state the name, address and phone number of the person or persons sponsoring such solicitation. Such person shall not solicit without the prior written consent of the Board.

X. Storage Areas

1. No hazardous material, or material which would increase the Association's insurance rates shall be stored in storage areas.
2. Unit Owners shall be responsible for items stored in storage areas. The Board shall have no responsibility for these items.

Y. Storm Doors and Windows

1. All storm doors and windows must be of the same color and style as those on the adjoining unit on the same facade of the building.
2. Storm doors and windows must be maintained in good repair by the Owner. Once storm doors or windows are installed, maintenance of the storm doors and windows becomes the responsibility of the Owner.

Z. Swimming Pool

1. All activities by Unit Owners in and around the swimming pool shall be conducted in accordance with the provisions of the State and local Public Health Departments and with any other applicable laws. In particular, the provisions contained in Rule 410 IAC 6-2, entitled Swimming and Wading Pool Operation, published by the Indiana State Board of Health (1985), or the most recent edition thereof, shall control the activities which are permitted within the swimming pool and any surrounding areas. Rule 410 IAC 6-2 also provides for the adoption of other rules advisable for the health and safety of the persons using the pool.
2. Admission to the pool will be refused to all persons having a contagious disease, infectious conditions, colds, fever, ringworm, open sores or any other condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages or other bandages of any kind are not permitted. Any person using the influence of alcohol or exhibiting erratic behavior shall not be permitted in the pool area.
3. No food, drink, gum or tobacco will be allowed in places other than specifically designated and controlled sections of the pool area.
4. All persons will be required to take a shower before being allowed in the pool area. Bathers who leave the pool area for any reason are required to shower before returning to the pool.
5. Personal conduct within the pool area must be such that the safety of self and others is not jeopardized. No running, boisterous or rough play is permitted.
6. People in street shoes and street clothing are not allowed in the pool, on the pool deck, and in any "wet" areas in the vicinity of the pool except in visitor and spectator areas as may be designated.

7. Spitting, spouting of water or other activities which may introduce bacteria or other contaminants into the pool will not be permitted.
8. All persons with hair length which exceeds four inches must wear bathing caps which will completely cover the hair. This is applicable both to male and female swimmers.
9. All apparel worn in the pool shall be clean and sanitary. As such, swimming suits must be worn by everyone using the pool. Cutoffs, street shorts, halter tops and other clothing which may also be used as street clothing will not be permitted.
10. Glass, soap, lotion or other materials which might create hazardous conditions or interfere with efficient operation of the swimming pool are not permitted in the pool or on the pool deck.
11. Diving in shallow water is not permitted.
12. Caution should be exercised in the use of diving boards. Persons using the diving board must dive or jump directly off the end of the diving board. The area in front of the diving board must be kept clear of all swimmers.
13. No A.C. powered electrical appliances will be allowed in the pool area. Battery-powered radios are permitted with headphones only, or played softly for personal use only so as not to disturb other patrons of pool area.
14. Diapered children may be brought into the pool area only if they are kept under the strict supervision of their parents and are kept out of the water at all times.
15. No one under the age of 13 will be allowed in the pool unless accompanied by a responsible person 21 years of age or older.
16. Guests of Owners or Residents may use the pool only when accompanied by the Owner or Resident. A maximum of four (4) guests per unit at a time will be allowed unless prior arrangements have been made with the Board or its duly authorized agents.
17. No pets are allowed anywhere in the pool area.
18. Persons entering the pool area alone or swimming alone do so at their own risk. No one may enter the pool area except during regular operating hours.
19. Regular operating hours of the pool are to be established by the Board from year-to-year.
20. Only United States Coast Guard approved life jackets and preservers which are attached to the swimmer in the approved manner or instructional swimming aids, such as kick boards and water wings, used under the supervision of a responsible person 21 years of age or older will be permitted in the swimming pool.
21. Foul or abusive language is prohibited.
22. In the event there is a violation of the pool rules, the following shall occur.
 - a. The pool attendant(s) on duty are empowered to require any person who violates the pool rules to leave the pool and the pool area, regardless of whether the violator is an Owner, Resident, guest or one of their family members.
 - b. In the event an individual is required to leave the pool on a second occasion for any reason, the pool privileges of that individual will be suspended for one month. In the event the individual is removed from the pool and the pool area as a result of a third violation, that individual's pool privileges will be suspended for the remainder of the season.

- c. Due to the importance of protecting the health and safety of all persons in the pool and pool area, any suspension of pool privileges will be applied summarily without any prior hearing. However, any individual whose privileges have been suspended shall be entitled to request a hearing in accordance with the enforcement policies and procedures of the Association's rules. In the event the person appealing the suspension is found to have been suspended improperly, the removal from the pool which was appealed will not be considered in determining any future suspension which might be imposed.
- d. The Association's pool attendant(s) shall be instructed that removal from the pool is a serious remedy to be exercised only upon a serious violation of the pool rules which results in jeopardy either to the violator or to others or for failure to comply with the Association's pool rules despite repeated warnings by the pool guard or attendant. Any time a person is removed from the pool, the pool attendant(s) on duty shall be required to file a report with the Association describing the specific incident or incidents resulting in the individual's removal. A copy of the report shall be made available to the individual suspended upon written request to the Association.

AA. Tennis Courts

- 1. Street shoes are prohibited.
- 2. Bicycles, skateboards, roller skates and other similar items are prohibited.
- 3. Players will turn off lights and remove litter upon leaving the courts.
- 4. Basketball dunking is permitted in the assigned area.

V. RULES REGARDING PETS

- A. No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purposes.
- B. All pets must be leashed while outdoors or on any Common Property.
- C. No pets may be left unattended at any time.
- D. Pets shall not be permitted to defecate or urinate on any Common Property, except for those areas designated by the Board for that purpose. Pet owners must clean up after pets immediately, if an accident occurs on unauthorized areas.
- E. Pets shall be controlled so as not to create a nuisance anywhere on the Property.
- F. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Property or the property of any other Residents.
- G. An Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be assessed to the Owner responsible as a Common Expense.
- H. Any Unit Owner who has been found to have been guilty of more than two (2) violations of the above rules, shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of Article IX, Section B of the Declaration. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the property upon three (3) days' written notice to the Owner from the Board or its duly authorized agents.

VI. VEHICLE REGULATIONS

A. General Rules Regarding Vehicles

1. Vans and pick-up trucks, whether commercial or non-commercial, and passenger type automobiles bearing commercial advertising on the body thereof may be parked only in driveways and garages; they may not be parked on the streets. Trailers and motive or non-motive powered recreational vehicles as described in Section I, Paragraph N, may only be parked in garages; they may not be parked in driveways or on the street. Street parking is permitted for visitors and guests. The parking areas located on the property contain unassigned outdoor parking spaces which may be used for the parking of motor vehicles of the residents, their agents and invitees.
2. Vehicles may not be parked, maintained, or stored so as to obstruct passage of other vehicles on the Property. All vehicles shall be parked within permitted limits or within the lines or other marked boundaries for such vehicles.
3. All vehicles are restricted to paved surfaces, including the streets, driveways, and parking areas on the Property. There shall be no parking or routes of passage across any other portions of the Property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from a driveway, garage, dumpster or other portion of the Property.
4. Parking shall not obstruct any sidewalk nor the entrance to or exit from any Unit.
5. Parking, maintenance or storage of Non-Permitted Vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for a period of time necessary to provide the commercial services requested by the Resident or the Association.
6. All motor vehicles shall be free from excessive noise, fumes and smoke as in accordance with Indiana Code, Title 9-8-6, Sections 36.5 and 36.6.
7. Upon the discretion of the Board, residents may be required to register their vehicles and to display parking permits on their vehicles.
8. During or after any snowfall where there is an accumulation of two (2) inches or more, and until such time as the property has been plowed, no vehicle may be parked, maintained, or stored in areas designated by the Board as seasonal no-parking areas.
9. Persons operating permitted vehicles and emergency vehicles upon the property shall conform to the age and other driver licensing requirements set forth in Indiana Code, Title 9 as amended from time to time.

B. Enforcement

1. The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these vehicle rules, the Board or its duly authorized agents shall send a Notice of Violation to the Owner or shall affix a Parking Violation Notice to the vehicle, preferably on the front window, or both. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit E-4. Any Parking Violation Notice under these Vehicle Regulations shall also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of

whether or not both types of notice are sent to the Owner. Any failure to protest a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner as set forth in the Policies and Procedures regarding Enforcement.

3. In addition to providing notice of any violation in accordance with the above provisions, the board may also take any or all of the following actions:
 - a) Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit E-5. All such records of violations shall be kept by the Association in the manner designated by the Board.
 - b) Identify or attempt to identify the Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - c) Identify or attempt to identify the vehicle owner, if not an Owner, and notify that owner of the violations.
 - d) Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
4. In addition to the other provisions for enforcement contained herein and in the Policies and Procedures Regarding Enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
 - a) When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner. Vacationing residents leaving vehicles parked longer than seven (7) days shall notify the Board or its authorized agents.
 - b) When a vehicle is parked in a fire lane, or is parked in a manner which presents an immediate danger to the Property or to the health, safety and welfare of any person thereon, the vehicle may be towed immediately without notice to the vehicle owner.
 - c) When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
 - d) Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is an Owner, the costs and expenses may be assessed to the Owner as a Common Expense.
5. After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
6. The Board may designate one or more persons or a committee to send Notices of Violations and to affix Parking Violation Notices on vehicles.

C. Notices and Authorization to Tow

1. In order to insure that potential violators have notice of the fact that their vehicles may be towed, and in accordance with the requirements of the law as set forth in the Indiana Motor Vehicle Code, the Association will have signs posted on the property giving notice that violators of the Vehicle Rules may be towed.
2. Signs will be posted in conspicuous places near the entrances to the property. Such signs shall be in letters at least three inches (3 in.) high in light-reflective letters in a color which contrasts with the background of the sign.
3. The signs shall contain language similar to the following: "Private Parking/Residents and Guests Only/Private Regulations Enforced/Violators Will Be Towed". If the Board enters into an agreement with a company or individual to effect removal of vehicles, the signs shall also contain the name, address and phone number of the towing company, the fee which will be charged to the owner for having the vehicle towed, and the manner in which payment will be accepted.
4. The sign must be permanently installed with the bottom of the sign not less than four feet (4 ft.) above ground level and must be continuously maintained on the Property for not less than 24 hours prior to the towing of a vehicle.
5. The Board or its duly authorized agents shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to insure that no breach of the peace will occur.
6. All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.
7. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.

VII. RULES REGARDING CLOSINGS
AND TRANSFER OF OWNERSHIP

- A. In the event of any resale of a Unit the following rules shall apply, except to the extent they are in conflict with the Act, in which case the provisions of the Act shall control.
- B. The Association shall provide information to any Owner who requests it. The information shall be provided when requested in writing by the Owner or his or her agents; and within thirty (30) days of the request.

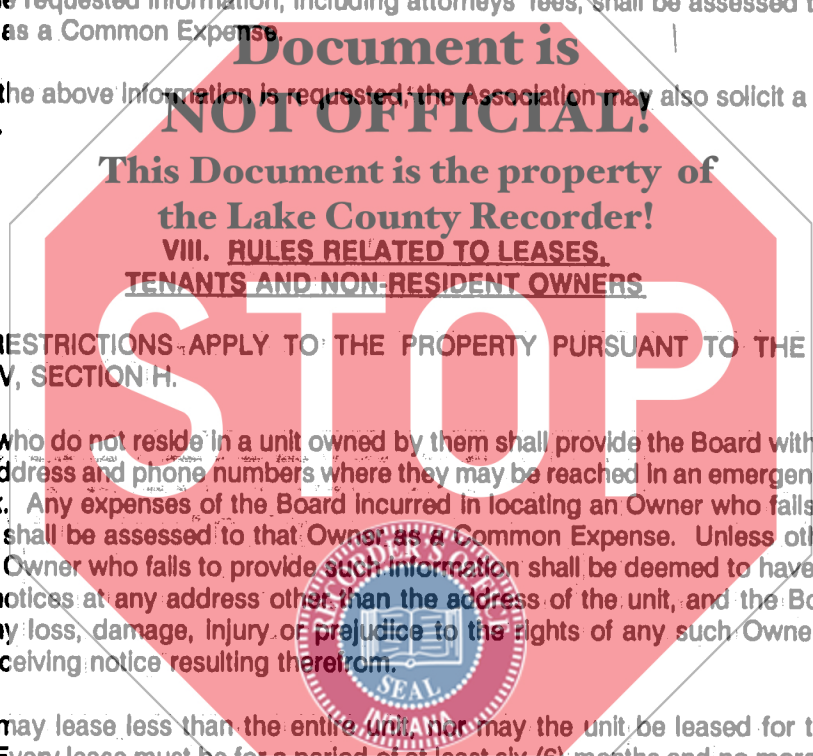
The Association may charge a fee in the amount of twenty-five cents (\$.25) per page of copy for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided in less than the thirty (30)-day period provided by statute, the Association will charge the Owner an additional fee. The additional fee shall be calculated by taking the difference between thirty (30) days and the number of days remaining until the information must be provided and by multiplying that figure by ten dollars (\$10.00) per day.

- C. The Association shall provide any Owner, upon ten (10) days' notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association or its agent may charge a reasonable fee for this service.

In the event a request is made which requires this information to be provided in less than the ten (10)-day period provided by statute, the Association will charge the Owner an additional fee. The additional fee shall be calculated by taking the difference between ten (10) days and the number of days remaining until the information must be provided and multiplying that figure by ten dollars (\$10.00) per day.

- D. Anytime a Unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. The new Owner shall supply a photocopy of the warranty deed so that the Association can maintain an accurate list of title holders. In the event an Owner fails to cooperate with the Board in providing the information requested in this paragraph, the board may suspend the rights and privileges of ownership as to that Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Owner as a Common Expense.

- E. At the time the above information is requested, the Association may also solicit a proxy from each new Owner.



- A. LEASING RESTRICTIONS APPLY TO THE PROPERTY PURSUANT TO THE DECLARATION, ARTICLE XIV, SECTION H.

- B. All Owners who do not reside in a unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting therefrom.

- C. No Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of at least six (6) months and no more than twelve (12) months except that when a unit is listed for sale, the unit may be leased on a month-to-month basis until the unit is sold.

- D. Every lease shall be in writing and in a form provided by the Association and shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.

- E. Every Owner intending to lease a Unit shall give prior notice to the Board of such intention, whereupon the Board shall provide the Owner with a lease to be signed by all parties executing the lease. The Association shall be given a signed original lease for any unit on the property prior to the occupancy date on said lease. Upon approval of the lease by the Board, a certificate of approval will be issued to the Owner. Any expense incurred by the Association in obtaining these documents shall be assessed to the Owner responsible as a Common Expense.

- F. Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, Bylaws and Rules and Regulations.

- G. If a tenant violates any provision of the Declaration, Bylaws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- H. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Owner responsible as a Common Expense.
- I. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

ADOPTION

These comprehensive Rules and Regulations shall be effective upon adoption by the Board.

Adopted this 15th day of October, 1991, at Schererville, Indiana.



Being a proper majority of the Board of the Association.

This instrument was prepared by **Mr. Donnie Rudd, Attorney
Schain, Firsell & Burney, Ltd.
222 N. La Salle St. Suite 1910
Chicago, IL 60601-1102**

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Witness's Name Address Phone #

Name, Address, Address & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR

Violator's Name Address Phone #

Name, Address, Address & Phone # of Owner, if different

INFORMATION CONCERNING VIOLATION

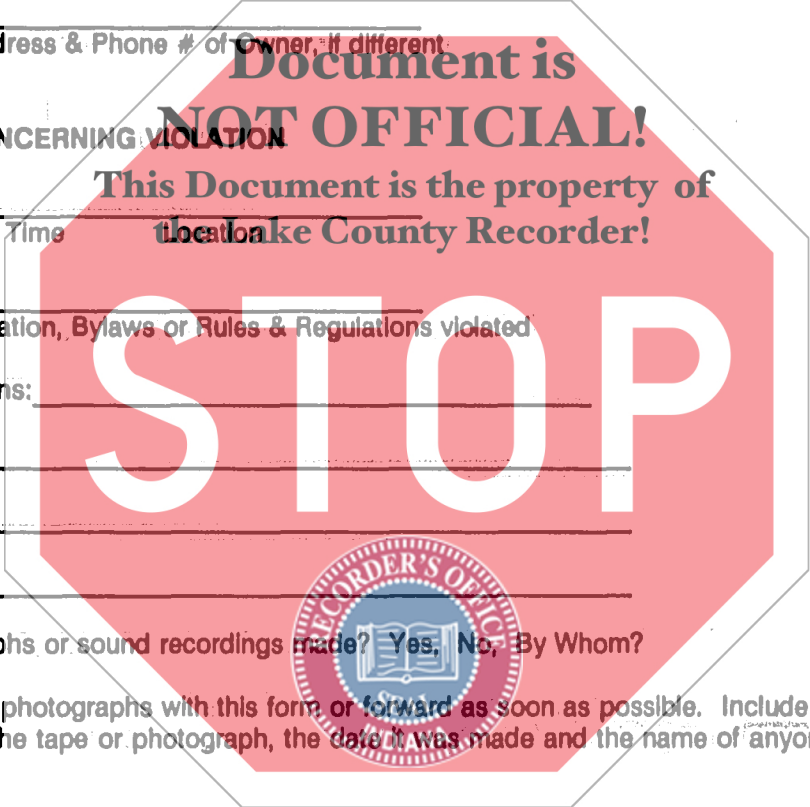
Violation Date Time Location

Section(s) of Declaration, Bylaws or Rules & Regulations violated

Witness' Observations:

Were any photographs or sound recordings made? Yes, No, By Whom?

Include all tapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.



I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS. IF I REFUSE TO TESTIFY AFTER FILING THIS COMPLAINT, I AGREE TO PAY ALL COSTS AND ATTORNEYS' FEES LOST BY THE ASSOCIATION AS A RESULT OF MY FAILURE TO TESTIFY.

Signature

_____, 19____
Date Signed

NOTICE OF VIOLATION

Date: _____

To: _____

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Re: **Violation of Declaration, Bylaws and Rules and Regulations.**

You are hereby notified, as the owner of the unit at Schererville, Indiana that you are charged with the following violation of the Association's Declaration, Bylaws or Rules and Regulations. The actions complained of occurred on or about _____, 19____ and are described as follows: _____

The Association is governed by its Declaration, Bylaws and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policies and Procedures Regarding Enforcement, if you believe the charges are unjustified. **UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN FOURTEEN (14) DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT. IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, YOU WILL RECEIVE TWO NOTICES OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT OF \$250.00 WILL BE ADDED.** Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the lower portion of this letter, Request for a Hearing Form, within ten (10) days to the Association at the address below.

Very truly yours,

Oak Manor Condominium Owners' Association
1940 Hampton Court
Schererville, Indiana 46375



REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 19____ alleging a violation of the Declaration, Bylaws or Rules and Regulations of the Oak Manor Condominium Owners' Association.

Signature _____

Owner's Name - Printed: _____

Address _____ City _____ State _____ Zipcode _____

Phone _____

Date _____, 19____

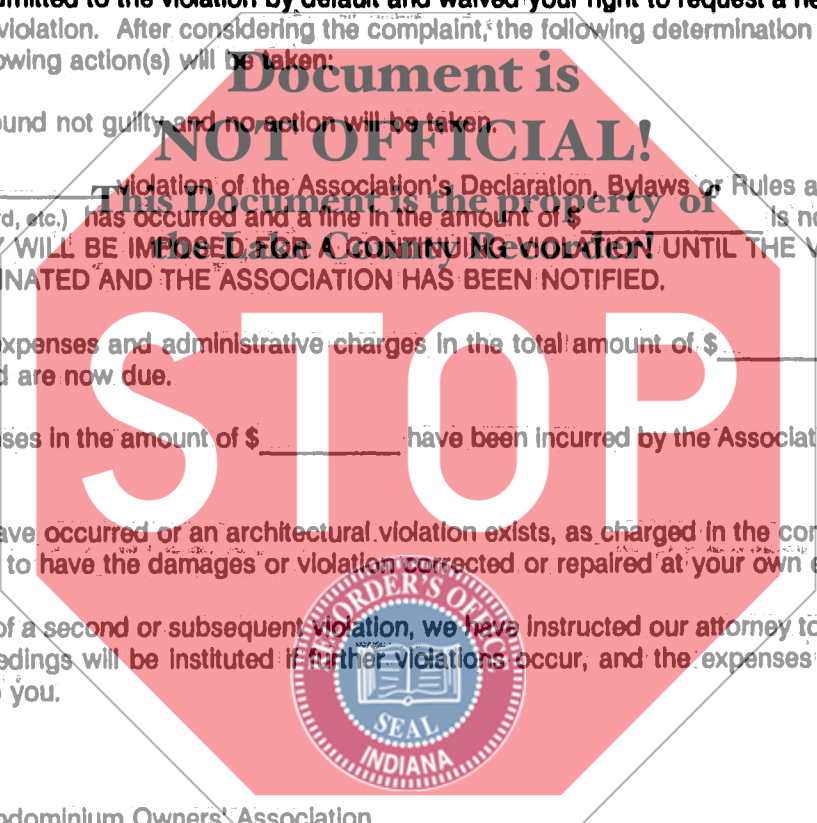
NOTICE OF DETERMINATION REGARDING VIOLATION

Date: _____

To: _____

On _____, 19____, you were notified of a violation of the Declaration, Bylaws or Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request.
- You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
- You were found not guilty and no action will be taken.
- A _____ violation of the Association's Declaration, Bylaws or Rules and Regulations: (1st, 2nd, 3rd, etc.) has occurred and a fine in the amount of \$ _____ is now due. A FINE EVERY DAY WILL BE IMPOSED FOR A CONTINUING VIOLATION UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- Damages, expenses and administrative charges in the total amount of \$ _____ have been incurred and are now due.
- Legal expenses in the amount of \$ _____ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- As a result of a second or subsequent violation, we have instructed our attorney to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.



The Oak Manor Condominium Owners' Association

BY: _____

TITLE: _____

ADDRESS: _____

PARKING VIOLATION NOTICE

Date: _____ Time: _____

This vehicle is parked in violation of the Rules and Regulations of the Oak Manor Condominium Owners' Association for the following reason(s): _____

This is your (Circle One): 1st 2nd 3rd violation of the Association's Vehicle Rules. UPON A THIRD OR SUBSEQUENT VIOLATION, YOUR VEHICLE MAY BE TOWED WITHOUT NOTICE TO YOU:

NOTE: IF YOU WISH TO PROTEST THIS VIOLATION, YOU MUST CONTACT THE ASSOCIATION IN WRITING AND REQUEST A HEARING IN ACCORDANCE WITH THE ASSOCIATION'S POLICIES AND PROCEDURES REGARDING ENFORCEMENT. IF YOU FAIL TO PROTEST WITHIN TEN (10) DAYS, THE VIOLATION WILL BE DEEMED ADMITTED, AND YOU MAY BE ASSESSED COSTS AND EXPENSES OF AT LEAST \$25.00.

Please phone the Association at _____ if you have any questions.

Signature of Authorized Agent: _____

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
EXHIBIT E-4

RECORD OF VEHICLE VIOLATION

STOP



Date: _____ Time: _____

Vehicle Information: License Plate: _____ Municipality and Sticker No. _____

Association Parking Sticker No. _____ Make, Model & Color of Car _____

Owner's Name, Address or Unit No., if known: _____

Were any photographs taken? Yes No

If yes, please attach to this form or forward as soon as possible. Include name of photographer and date taken.

Type of Violation: _____

Completed by: _____

Signature: _____