

Return to:
J Holcomb
300 E. 9th Dr
Merrillville 92036741
46410

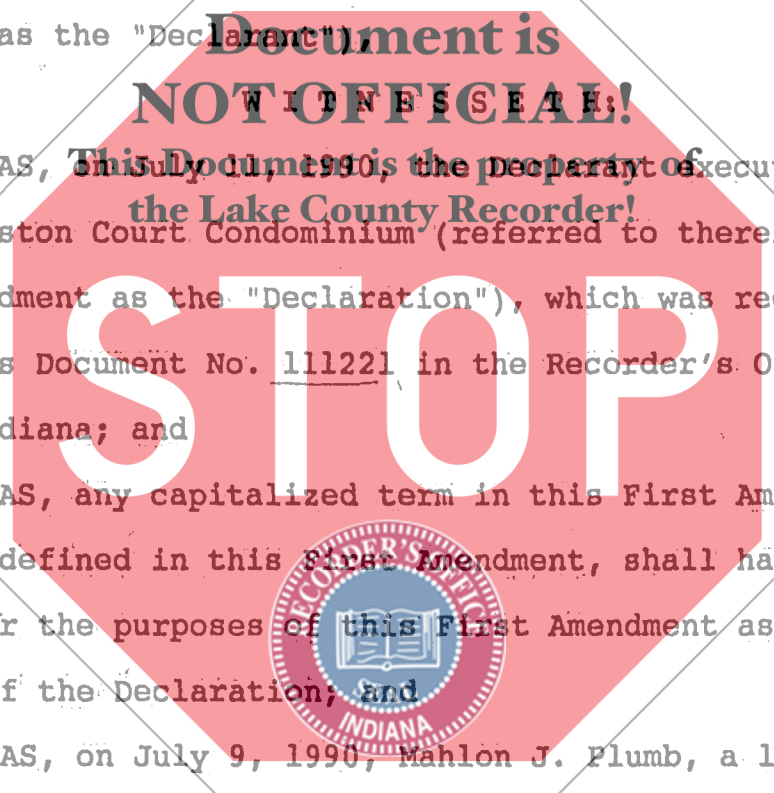
11,410 S.F. PLATTED FROM
KEY 15-592-5
DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

JUN 08 1992
NEW KEY 15-592-677

12

FIRST AMENDMENT TO DECLARATION
EASTON COURT CONDOMINIUM
Auditor Lake County
OFFICE HUNTSVILLE AL 35894

This First Amendment To Declaration Of Easton Court Condomini-
um (hereinafter called the "First Amendment"), made this
5th day of June, 1992, by Arnold G. Gough and
Roberta M. Gough, husband and wife (collectively hereinafter re-
ferred to as the "Declarant")



WHEREAS, ~~This Document is the property of~~ executed a Declara-
tion Of Easton Court Condominium (referred to therein and in this
First Amendment as the "Declaration"), which was recorded on July
11, 1990 as Document No. 111221 in the Recorder's Office of Lake
County, Indiana; and

WHEREAS, any capitalized term in this First Amendment, unless
otherwise defined in this First Amendment, shall have the same
meaning for the purposes of this First Amendment as it has for the
purposes of the Declaration; and

WHEREAS, on July 9, 1990, Mahlon J. Plumb, a licensed profes-
sional engineer, certified the floor and building plans, the eleva-
tion plans and site plan of Easton Court Condominium as then built,
and on July 11, 1990 the Declarant recorded said plans as Document
No. 111222 in Plat Book 69, Page 1 in the Recorder's Office of Lake
County, Indiana; and

WHEREAS, on May 29, 1992, the said Mahlon J. Plumb certified
the floor and building plans, the elevation plans and site plan of

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
3 02 PM '92
ROBERTA M. GOUGH

Plat 72-1943
92036742

00532

31.00

Easton Court Condominium as then built, by First Amendment To Easton Court Condominium Plans, which will be recorded in the Recorder's Office of Lake County, Indiana, contemporaneously with the recording of this First Amendment and is hereinafter referred to as the "First Amendment To Easton Court Condominium Plans"; and

WHEREAS, the Declarant retained and reserved the right to change the configuration of Office Unit Number 5 and to divide Office Unit Number 5 into two (2) or more Office Units by the execution of an appropriate amendment to the Condominium Instruments and the recordation thereof in the Office of the Recorder of Lake County, Indiana, without the consent or approval of such action from any Owner, any mortgagee of any Owner or the Association, all as provided in Article VII. D. and Article XVIII. B. 5. of the Declaration;

NOW THEREFORE, the Declarant hereby exercises Declarant's said right to change the configuration of Office Unit Number 5 and to divide Office Unit Number 5 into two (2) or more Office Units and said right to amend the Condominium Instruments, and in connection with the exercise of such rights, the Declarant hereby makes this First Amendment and amends the Declaration as follows:

1. The term "Declaration" now means the Declaration recorded on July 11, 1990 as Document No. 111221 in the Recorder's Office of Lake County, Indiana, as amended by this First Amendment and as further amended from time to time hereafter.

2. In paragraph D. of Article I. of the Declaration, the reference to "five (5) Office Units" is hereby changed to "seven (7) Office Units."

3. The provisions of paragraph V. of Article I of the Declaration are deleted in their entirety and replaced with the following:

"V. 'Plans' means the floor and building plans, the elevation plans, and site plan of the Building and the Office Units located on the Real Estate certified by Mahlon J. Plumb, a licensed professional engineer, on July 9, 1990 and recorded as Document No. 111222 in Plat Book 69, Page 1 in the Recorder's Office of Lake County, Indiana, on July 11, 1990, as amended by First Amendment To Easton Court Condominium Plans certified by the said Mahlon J. Plumb on May 29, 1992 and recorded in said Recorder's Office contemporaneously with the recordation of the First Amendment To Declaration Of Easton Court Condominium, and as further amended from time to time after May 29, 1992."

4. In Article II. of the Declaration the reference to "five (5) Office Units" is hereby changed to "seven (7) Office Units."

5. The provisions of paragraphs A. and B. of Article IV. of the Declaration are deleted in their entirety and replaced with the following:

"A. Boundaries. For the purpose of describing the boundaries of Office Unit Number 1, 2, 3, 4, 5, 6 and 7, the term "structural ceiling" as used in this Declaration shall mean the

bottom surface of the bottom chords of the roof trusses at the upper portion of the roof system continuing downward to the bottom surface of the roof rafter tails at the lower portion of the roof system. For the purpose of describing the boundaries of Office Unit Number 6 and 7, the term "flooring" as used in this Declaration shall mean the floor structure separating a portion of Office Unit Number 6 from Office Unit Number 7, as depicted in Detail A-A (hereinafter referred to as "Detail A-A") on Drawing No. 2 in the First Amendment To Easton Court Condominium Plans.

The vertical boundaries of Office Unit Number 1, 2, 3, 4 and 5 shall be from the interior unfinished surface of the lowermost floor to the interior unfinished surface of the structural ceiling. The vertical boundaries of Office Unit Number 6 on the west side thereof shall be from the interior unfinished surface of its ground floor (which is its only floor) to the interior unfinished surface of the structural ceiling, and for the balance thereof shall be from the interior unfinished surface of its said ground floor to the bottom surface of the flooring, all as depicted in Detail A-A. The vertical boundaries of Office Unit Number 7 shall be from the interior unfinished surface of the flooring to the unfinished surface of the structural ceiling, all as depicted in Detail A-A.

The lateral boundaries of each Office Unit shall be the interior unfinished drywall surface of the perimeter walls (the exterior walls and the interior walls which divide Office

Units) and the unfinished interior surface of the exterior doors and windows. The lateral boundaries of each Office Unit are depicted in the Plans.

In the event that any boundary line as shown in the Plans does not coincide with the actual location of the respective perimeter walls, lowermost floor, flooring, or structural ceiling of the Office Unit because of the inexactness of construction, settling after construction, or for any other reason, the boundary lines of each Office Unit shall be deemed to be and treated for purposes of occupancy, possession, use, maintenance, repair and replacement as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of the Office Unit in and to that space lying outside of the boundary lines of his Office Unit as indicated in the Plans, but within the perimeter walls, lowermost floor, flooring and structural ceiling of the Office Unit as the same may actually exist.

B. Appurtenances. Each Office Unit shall consist of all space within the boundaries thereof (as above described in paragraph A.), and all nonstructural portions and components of the Building located within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, floors separating the first and second stories (except for the flooring separating a portion of Office Unit Number 6 from Office Unit Number 7), stairs, and other

components within said boundaries which are designed or intended to be solely and exclusively for the enjoyment, use and benefit of the Office Unit wherein the same are located, or to which they are attached. Each Office Unit shall also consist of all dropped ceilings and their suspension systems, all wiring, conduits, pipes, ducts, vents, equipment, and other facilities which are part of the heating, ventilating, air conditioning, plumbing, electrical and mechanical systems, which service only such Office Unit and are located above its structural ceiling, in its perimeter walls and/or in, above or below its lowermost floor. Each Office Unit shall also consist of all windows (including glass) and doors (including glass) which open to the outside or to a Limited Area. Each Office Unit shall also consist of all portions of the air conditioning system located outside its exterior walls and any lighting facility located outside its exterior walls, but separately metered to the Office Unit. Not included in any Office Unit are those fixtures, facilities, utilities, equipment, appliances, and structural components designed or intended for the use, benefit, support, safety or enjoyment of more than one (1) Office Unit, or the Building, or which may be necessary for the same, or which are specifically defined or described herein as General Common Areas or Limited Areas, or which are normally intended for common use."



6. The provisions of paragraph B. of Article V. of the Declaration are deleted in their entirety and replaced with the following:

"B. The foundations, columns, girders, beams, supports, structural perimeter walls, roofs, unfinished lowermost floors (except for the flooring separating a portion of Office Unit Number 6 from Office Unit Number 7), structural ceilings, and all other structural components of the Building."

7. The provisions of paragraph B. of Article VI. of the Declaration are deleted in their entirety and replaced with the following:

"B. ~~Entryways, Certain Flooring, etc.~~ The entryways, stairways and landings (together with all fixtures, components and carpeting located therein) servicing two (2) or more Office Units are limited to the use of such Office Units. The flooring, which separates a portion of Office Unit Number 6 from Office Unit Number 7 is limited to the use of such Office Units."

8. The provisions of paragraphs A., B., C., and D. of Article VII of the Declaration are deleted in their entirety and replaced with the following:

"A. Ownership. In connection with and as an inseparable part of the ownership of each Office Unit, each Owner of an Office Unit shall have an undivided interest in the Common Areas as a tenant in common with all other Owners, such interest to be equal to the Percentage Interest applicable to the Office

Unit. The Owner of each Office Unit shall have a Percentage Interest appurtenant to his Office Unit which is based upon the size of his Office Unit in relation to the size of all the Office Units in the Condominium as hereinafter determined. In paragraph B. of this Article VII. there is a schedule in which there is designated the interior square footage of usable ground floor space of Office Unit Number 1, 2, 3, 4 and 5 and usable floor space of Office Unit Number 6 and 7. The determination of the square footage and corresponding Percentage Interest, as they appear in said paragraph B., shall be conclusive upon all the Owners of all the Office Units.

B. Schedule. The schedule of usable ground floor space of Office Unit Number 1, 2, 3, 4 and 5 and usable floor space of Office Unit Number 6 and 7 and Percentage Interest of each Office Unit is as follows:

<u>Office Unit Number</u>	<u>Space</u>	<u>Percentage Interest</u>
1	2,305 square feet.	10.9462
2	2,346 square feet	10.9462
3	6,937 square feet	32.3675
4	2,401 square feet	11.2029
5	4,872 square feet	22.7324
6	1,614 square feet	7.5308
7	<u>916</u> square feet	<u>4.2740</u>
Totals: 21,432 square feet		100.0000

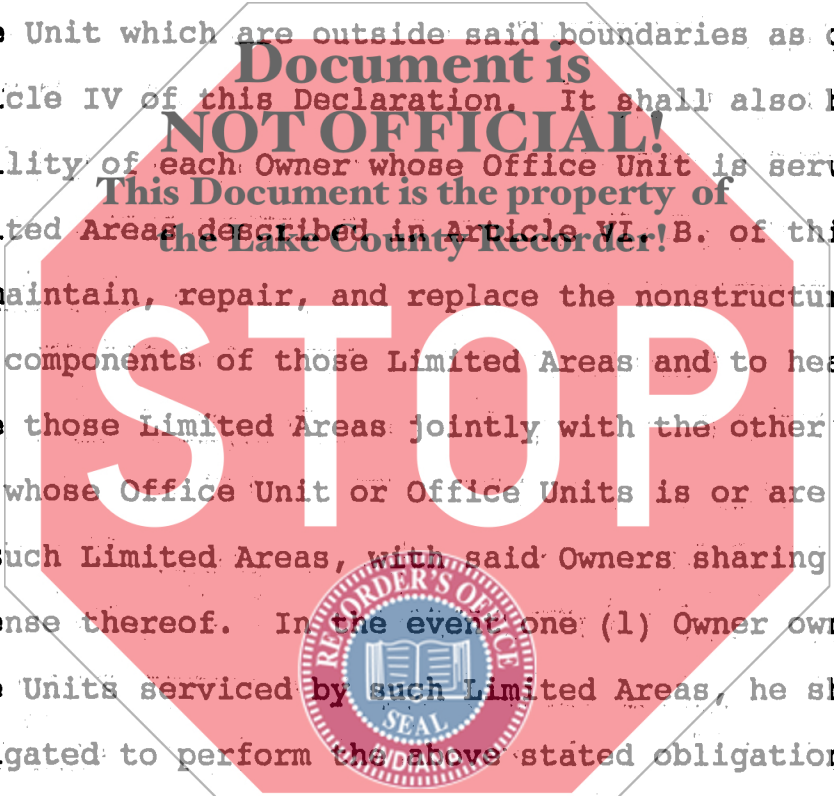
C. Space Includes and Excludes Some Limited Areas. The

determination of usable ground floor space, usable floor space and Percentage Interest set forth in the above schedule was made with no reduction or increase in such space for areas designated as Limited Areas, except as otherwise shown in the Plans, and in no way will alter or be deemed inconsistent with the provisions of Article VI. of this Declaration or any other provisions of this Declaration or any of the other Condominium Instruments.

D. Retained Rights of Declarant. The Declarant retains and reserves the right to change the configuration of Office Unit Number 5 and to divide Office Unit Number 5 into two (2) or more Office Units, but there will be no reduction in the present total of interior square footage of usable ground floor space or usable floor space of the Building as stated in the schedule set forth in paragraph B. of this Article VII. Any such action by Declarant shall be documented by the execution of an appropriate amendment to the Condominium Instruments and the recordation thereof in the Office of the Recorder of Lake County, Indiana. No consent or approval of any such action shall be required from any Owner, any mortgagee of any Owner or the Association, but a copy of any such recorded amendment shall be sent by Declarant to all Owners, their mortgagees and the Association by certified or registered mail. The lien of any mortgage on Office Unit Number 5 at the time it is divided into two (2) or more Office Units shall attach to each such Office Unit created therefrom."

9. The provisions of subparagraph 1. of paragraph A. of Article XII. of the Declaration are deleted in their entirety and replaced with the following:

"1. Maintenance, Repair and Replacement. It shall be the responsibility of each Owner to maintain, repair and replace at his expense all nonstructural portions and components of his Office Unit which are within the boundaries of said Office Unit and all nonstructural portions and components of his Office Unit which are outside said boundaries as described in Article IV of this Declaration. It shall also be the responsibility of each Owner whose Office Unit is serviced by the Limited Areas described in Article VI. B. of this Declaration to maintain, repair, and replace the nonstructural portions and components of those Limited Areas and to heat and illuminate those Limited Areas jointly with the other Owner or Owners whose Office Unit or Office Units is or are also serviced by such Limited Areas, with said Owners sharing equally the expense thereof. In the event one (1) Owner owns all the Office Units serviced by such Limited Areas, he shall be solely obligated to perform the above stated obligations at his sole cost. Provided, however, no Owner shall be responsible to maintain, repair or replace any portion or component of his Office Unit located within or outside the boundaries of his Office Unit or any portion or component of the Limited Areas described in Article VI. B. of this Declaration for which the responsibility for maintenance, repair and replacement is the



specific responsibility of the Association under Article XII.
B. of this Declaration.

In the event that any Owner fails or is unable to remedy any condition or defect for which he is responsible for fifteen (15) days after the Board of Directors or the Managing Agent have given him written notice of a reasonable basis for believing that such condition or defect has caused or threatens to cause damage to any person or to any property outside his Office Unit, the Board of Directors and the Managing Agent shall have the right to enter such Owner's Office Unit to remedy by repair and/or replacement such condition or defect, and any costs or expenses incurred in connection therewith, (including attorney fees and interest at the rate of two percent (2%) per annum over the prime rate then being charged by the Association's depository) shall be payable by such Owner to the Association upon written demand by the Board of Directors or the Managing Agent."

10. The provisions of paragraph B. of Article XIX of the Declaration are deleted in their entirety and replaced with the following:

"B. Adjoining Office Units. For the purposes of this Article XIX., Office Unit Number 1 and Office Unit Number 2 are Adjoining Office Units, Office Unit Number 2 and Office Unit Number 3 are Adjoining Office Units, Office Unit Number 3 and Office Unit Number 4 are Adjoining Office Units, Office Unit Number 3 and Office Unit Number 5 are Adjoining Office Units, and Office Unit Number 6 and Office Unit Number 7 are Adjoining Office Units."

IN WITNESS WHEREOF, the Declarant has executed this First Amendment To Declaration Of Easton Court Condominium the day and year first above written.

Arnold G. Gough
Arnold G. Gough

Roberta M. Gough
Roberta M. Gough

STATE OF INDIANA
COUNTY OF LAKE

Document is NOT OFFICIAL!

I, Michelle Y. Groff, a Notary Public in and for the County and State aforesaid, do hereby certify that Arnold G. Gough and Roberta M. Gough, husband and wife, personally known to me to be the same persons whose names are subscribed to the foregoing First Amendment To Declaration Of Easton Court Condominium, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said document as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of June, 1992.



Michelle Y. Groff
Michelle Y. Groff, Notary Public
Resident of Lake County

My Commission Expires:
8-2-93

This instrument prepared by John O. Stiles, Attorney at Law, 300 East 90th Drive, Merrillville, Indiana 46410