

PLATTED FROM
KEY 15-597-2
DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ADJUSTMENT FOR 1993

B-465392

MAR 29 1993

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
8550 BROADWAY PROFESSIONAL
CENTER ASSOCIATION, INC.**

NEW KEY 15-620-1 TO 8

Anna M. Anton

AUDITOR LAKE COUNTY
LIMITS 1 TO 8
Recitals.

93019488

52

Declarant is the owner of certain real estate and improvements consisting of eight (8) office units, in Lake County, Indiana, and as more specifically described in "Exhibits A, B and C" attached hereto and made a part hereof. Whenever, "Declarant" is used herein and any amendment to this Declaration, it will also refer to Declarant's successors and assigns.

Declarant, by recording this Declaration expressly submits the land and improvements described in said "Exhibits A, B and C" to the provisions of I.C. 32-1-6-1, et seq. and commonly known as the Horizontal Property Law Act and hereby creates a Horizontal Property Regime with respect to said land and improvements.

**Document is
NOT OFFICIAL!**

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

The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

Section 1.1 - Articles of Incorporation. The Articles of Incorporation of 8550 Broadway Professional Center Association, Inc., as filed with the Secretary of State of the State of Indiana.

Section 1.2 - Association. 8550 Broadway Professional Center Association, Inc., a not-for-profit corporation organized under the statutes of the State of Indiana.

Section 1.3 - Board. The Board of Directors and governing body of the Association.

Section 1.4 - Bylaws. The Bylaws of the Association, as they may be amended from time to time.

Section 1.5 - Common Area. All real estate, personal property and improvements which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners, including but not limited to the foundations, columns, girders, beams, supports, walls and roof of the Building, and all physical structures not located within the boundaries of a Unit as described in Article V, the yards, landscaped areas, service drives, pavement and parking facilities, common lights, and walks unless otherwise designated herein, or on "Exhibit A" as a Limited Common Area and the facilities and installations providing central services such as electricity and other utilities, sanitary and storm sewers, water and communication lines; and all other parts of the property necessary and convenient to its existence, maintenance and safety, or normally in common use, or in the case of Limited Common Area, for the use and enjoyment of individual Unit owners under Section 1.16 below.

Chicago Title Insurance Company

STATE OF INDIANA
RECORDED
MAR 29 1993



01-18-93 108 5/5

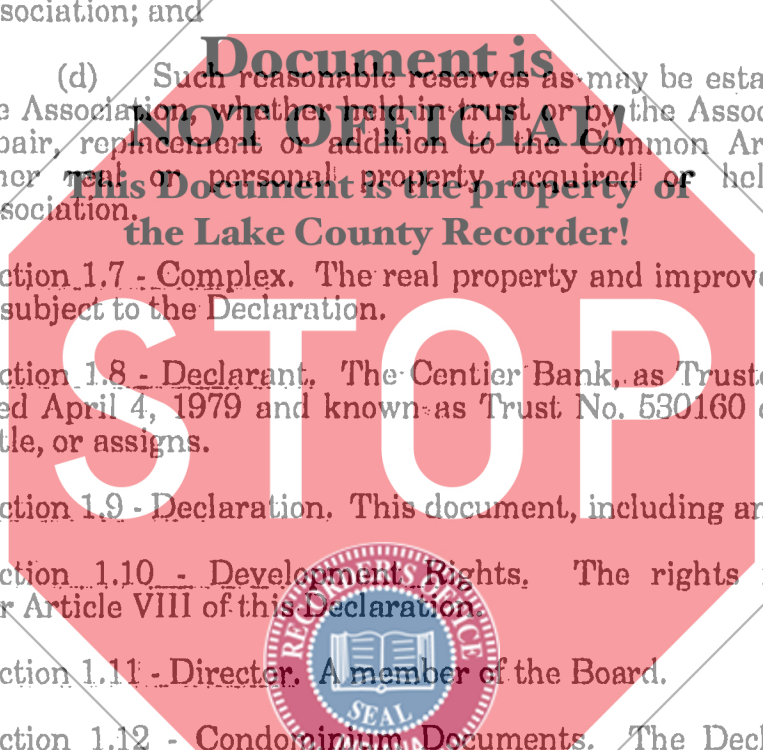
Section 1.6 - Common Expenses. Actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, all as may be found to be necessary and appropriate by the Board, including, but not limited to the following:

(a) Expenses of administration, maintenance, management, operation, repair and replacement of the Common and Limited Common Areas which the Association has a responsibility to maintain, repair and replace;

(b) Expenses declared to be Common Expenses by the Documents;

(c) Expenses agreed upon as Common Expenses by the Association; and

(d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Area or any other real or personal property acquired or held by the Association.



Section 1.7 - Complex. The real property and improvements described on "Exhibit A", subject to the Declaration.

Section 1.8 - Declarant. The Centier Bank, as Trustee under a Trust Agreement dated April 4, 1979 and known as Trust No. 530160 or its successors, successors-in-title, or assigns.

Section 1.9 - Declaration. This document, including any amendments.

Section 1.10 - Development Rights. The rights reserved by the Declarant under Article VIII of this Declaration.

Section 1.11 - Director. A member of the Board.

Section 1.12 - Condominium Documents. The Declaration and the exhibits attached hereto and as the same may be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document. Said exhibits are as follows:

Exhibit A: Consisting of two (2) pages and showing the floor plans of the building with relation to lot lines, the layout, elevation, location, unit numbers and dimensions of the condominium units; stating the name of the building and a verified statement prepared by William T. Davies a registered land surveyor certifying that the plans being filed fully and accurately depict the layout, location, unit numbers and dimensions of the condominium units as built and filed of record in the Office of the Recorder of Lake County, Indiana, on the 30th day of MARCH, 1993, as Document No. 93019487 in Plat Book 74, Page 2.

Exhibit B: Consisting of eight (8) pages and stating the legal

description of each and every condominium.

Exhibit C: Consisting of four (4) pages and stating the legal description of the Common Area and the Limited Common Areas.

Exhibit D: The Articles of Incorporation of "8550 Broadway Professional Center Association, Inc."

Exhibit E: The "By-Laws of 8550 Broadway Professional Center Association, Inc."

Exhibit F: The Rules and Regulations of said Association.

Section 1.13 - Eligible Insurer. An insurer or guarantor of a first Security Interest in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. Such notice shall be deemed to include a request that the eligible insurer be given the notices and other rights described in Article XIII.

Section 1.14 - Eligible Mortgagee. The holder of a first Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article XIV.

Section 1.15 - Improvements. Any construction, structure, fixture or facilities existing or to be constructed on the land described on "Exhibit A", including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility wires, pipes, and light poles.

Section 1.16 - Limited Common Area. The portion of the Common Area allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration. The Limited Common Area in the Complex is described in Article V of this Declaration.

Section 1.17 - Unit. A physical portion of the Complex designated for separate ownership or occupancy and represented and described on the Plans attached hereto as Exhibit "A" as a numbered Unit.

Section 1.18 - Unit Owner/Owner. The Declarant or other Person who owns a Unit. Unit Owner or Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of all Units created by this Declaration.

Section 1.19 - Majority or Majority of Unit Owners. The owners of more than fifty (50%) percent of the votes in the Association.

Section 1.20 - Manager. A person, firm or corporation employed or engaged to perform management services for the Association.

Section 1.21 - Notice and Comment. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 20.1 of this Declaration.

Section 1.22 - Notice and Hearing. The right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 20.2 of this Declaration.

Section 1.23 - Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

Section 1.24 - Plat. The Plats filed in the Office of the Recorder of Lake County, Indiana, of the real estate described in "Exhibit A" or any portion thereof, as they may be amended from time to time.

Section 1.25 - Property. The land and all improvements, easements, rights, and appurtenances which have been submitted to the provisions of this Declaration.

Section 1.26 - Regular Assessments. Assessments charged to each Unit Owner for payment of Common Expenses.

Section 1.27 - Rules. Rules for the use of Units and Common Area and for the conduct of persons within the Complex, adopted by the Board of Directors pursuant to this Declaration.

Section 1.28 - Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security and any other consensual lien or title retention contract intended as security for an obligation.

Section 1.29 - Special Declarant Rights. Rights reserved for the benefit of a Declarant to (A) use easements through the Common Area for the purpose of making improvements within the Complex or within real estate that may be added to the Complex; or (B) appoint or remove an officer of the Association or any member of the Board of Directors during any period of Declarant control.

Section 1.30 - Trustee. The entity which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Board of Directors from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

Section 1.31 - Professional Suite of Offices. The office or offices within a Unit used exclusively for the conduct of a Professional Activity ordinarily engaged and operated by Physicians, Dentists, Health Care Providers, Attorneys, Accountants, Insurance Agencies, Architects, Engineers, Real Estate Brokers and such other professions that are not commonly referred to as retailers, trades or commercial businesses.

ARTICLE II

Membership in the Association

Section 2.1 - The Organization. The Association is a not-for-profit corporation organized under the laws of the State of Indiana. Its affairs shall be governed by and it shall have such powers as are set forth in the Documents.

Section 2.2 - Membership. Each Owner (including Declarant for so long as Declarant is an Owner), by virtue of being an Owner, shall be a Member of the Association. No other person shall be accepted as a Member.

2.2.1 - Appurtenant to Ownership. Association membership is appurtenant to and may not be separated from the ownership of a Unit. Membership shall terminate upon termination of Unit ownership. Ownership of a Unit shall be the sole qualification for Association membership. Membership shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Unit (and then only to the transferee of title to such Unit). Any attempt to make a prohibited transfer is void. The rights, duties, privileges and obligations of all Members shall be provided in the Documents.

Section 2.3 - Classes of Membership. The Association shall initially have two (2) classes of Members:

2.3.1 - Class "A" Members. Each Owner, except Declarant, shall be a Class A Member. Only one (1) vote for each Unit owned by a Class A Member(s) may be cast. The vote for each Unit shall be cast as a majority of Co-Owners of the Unit shall determine. Any vote cast by a single Member shall be deemed the authorized vote for that Unit. If the majority of Co-Owners present in person or by proxy at a meeting cannot agree as to how to cast the vote for their Unit, no vote shall be cast for that Unit. The power to cast a particular Member's vote may be exercised by (i) the Member's conservator; (ii) the guardian of his estate; (iii) the parent(s) entitled to custody of a Member, if the Member is a minor; or (iv) the executor or administrator of a deceased Member's estate if the Member's interest in the Unit is subject to administration in his estate.

2.3.2 - Class "B" Member. Declarant shall be the sole Class B Member. Two (2) votes for each Unit owned by a Class B Member(s) may be cast. Class B membership shall expire and shall be converted to Class A membership on the first to occur of the following events:

- (a) When the total votes outstanding in Class A membership is 60% of the total votes in Class A and Class B; or
- (b) When in its sole discretion, the Declarant shall determine.

2.3.3 - Conversion of Class B Membership. after Declarant no longer owns more than two (2) Units in the Complex, each provision of the Documents which require the approval of a majority of each class of Members shall instead require the approval of a majority of all Members.

ARTICLE III

Description of Land

The entire Complex is situated in Lake County, Indiana, and is located on land described on "Exhibit A".

ARTICLE IV

Description & Maximum Number of Units; Boundaries

Section 4.1 - Description of Units. Each Unit, the space within it as shown on the Plans attached hereto as Exhibit "A" and all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Complex.

Section 4.2 - Maximum Number of Units. The Complex shall contain a maximum of 8 Units.

Section 4.3 - Boundaries. Boundaries of each Unit created by the Declaration are shown on the Plat as numbered Units with their identifying number.

ARTICLE V

Limited Common Area

The following portions of the Common Area are Limited Common Area assigned to the Units as stated:

- (a) Stoops, steps, vestibules, doors at the entrances to Units, which provide access to less than all Units, the use of which is limited to the Unit to which they provide access.
- (b) Any utility areas, the use of which is limited to the Unit or Units as shown on the Plans.
- (c) Any storage areas associated with each Unit, the use of which is limited to the Unit as shown on the Plat.
- (d) Any driveways and entrances associated with each Unit, the use of which is limited to the Unit or Units as shown on the Plat.

ARTICLE VI

Maintenance, Repair and Replacement

Section 6.1 - Common Area. The Association shall maintain, repair

and replace all of the Common Area, in the manner deemed necessary and appropriate by the Board in its sole discretion, except the portions of the Limited Common Area which may be required by this Declarant to be maintained, repaired or replaced by the Unit Owners.

Section 6.2 - Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof required by the Declaration, to be maintained, repaired or replaced by the Association.

Section 6.3 - Limited Common Area. Common expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on, or a part of, yards, exterior surfaces, trim, siding, doors and windows will be assessed against the Unit or Units to which the Limited Common Area is assigned. No additional component or element including exterior antennae of any sort, may be attached without consent of the Board upon approval by the covenants control committee, if any. In the event such additional component or element becomes deteriorated or unsightly or is inconsistent with conditions or installation it may be removed or repaired at the Unit Owner's expense as a Common expense assessment under this section, after Notice and Hearing.

If any such Limited Common Area is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Area will be assessed equally among the Units to which it is assigned.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Area will be assessed against all Units in accordance with their Allocated Interests in the Common Expenses.

Section 6.4 - Access. Any person authorized by the Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Area, and for the purpose of performing installations, alterations or repairs, and insect or other pest extermination, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, and with such force as is apparently necessary to gain entrance, whether or not the Unit Owner is present at the time.

Section 6.5 - Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit or to the Common Area caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit or to the Limited Common Area for which such Owner is responsible under Section 6.3 of the Declaration. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Area. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 6.6 - Party Wall, General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units upon the Property and placed on the dividing lines between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to

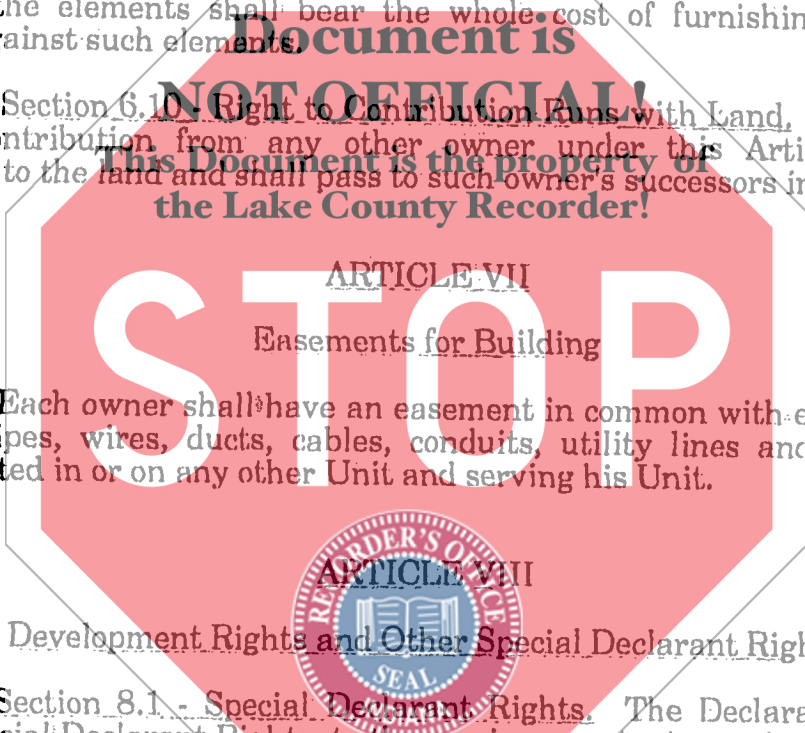
negligence or willful acts or omissions shall apply thereto.

Section 6.7 - Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who made use of the wall in proportion to such use.

Section 6.8 - Destruction by Fire or Other Casualty. Subject to the provisions of Article IX hereof, if a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 6.9 - Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.10 - Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article VI shall be appurtenant to the land and shall pass to such owner's successors in title.



ARTICLE VII

Easements for Building

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 or on any other Unit and serving his Unit.

ARTICLE VIII

Development Rights and Other Special Declarant Rights

Section 8.1 - Special Declarant Rights. The Declarant reserves the following Special Declarant Rights, to the maximum extent permitted by law, which may be exercised, where applicable, anywhere within the Complex:

- (a) To exercise any right reserved to it in the Declaration;
- (b) To use easements through the Common Area for the purpose of making Improvements or repairs within the Complex when required by this document.
- (c) To appoint or remove an officer of the Association or member of the Board during a period of Declarant control subject to the provisions of Article II of this Declaration.

Section 8.2 - Signs and Marketing. The Declarant reserves the right to post signs and displays in the Common Area to promote sales of Units and to conduct general sales activities.

Section 8.3 - Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE IX

Restrictions on Use, Alienation and Occupancy

Section 9.1 - Use Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following use restrictions apply to all Units and to the Common Area:

(a) The use of each Unit is restricted to that of a single professional suite of offices as permitted herein. No industry, retail, trade or commercial activities shall be conducted, maintained or permitted in any part of a Unit.

(b) No immoral, improper, offensive or unlawful use may be made of the property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Indiana and all ordinances, rules and regulations of the County of Lake and the Town of Merrillville. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 9.2 - Occupancy Restrictions. Subject to the Special Declarant Rights reserved under Article VIII, the following occupancy restrictions apply to all Units and to the Common Area:

(a) No electrical device creating electrical overloading of standard circuits may be used without permission from the Board. Misuse or abuse of appliances or fixtures within a Unit which affects other Units or the Common Area is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

(b) Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin, insects or other health hazard.

(c) All fixtures and equipment will be used for the purposes for which they were designed. There shall be no floor load in excess of fifty (50) pounds per square foot, unless special arrangements are made, and an engineering determination of floor load capacity in the area of the heavy use is approved by the Association.

(d) No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall cause noise or play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other device at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.

(e) No animals, bird, or reptiles of any kind shall be raised, bred, or kept in a Unit, except for seeing eye dogs and hearing ear dogs for those persons holding certificates of necessity.

(f) No signs, window displays or advertising visible from outside a Unit (except for a name plate or sign of the occupant) shall be permitted.

Section 9.3 - Restrictions on Alienation.

A Unit may not be leased or rented for a term of less than sixty (60) days. The right of any Owner, present or future, to sell, transfer or convey any ownership interest at will is hereby reaffirmed and reserved subject to the requirements, provisions and restrictions of the Documents and the Association. All leases and rental agreements shall be in writing and subject to the requirements of the Documents and the Association.

All leases or transfers of ownership of a Unit shall be deemed to include a provision that the tenant or future Owner will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant or future Owner, provided the Association gives proper notice to those affected of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE X

Easements and Licenses

All easements or licenses to which the Complex is presently subject are noted on the Plat. In addition, the Complex may be subject to other easements or licenses granted by the Declarant pursuant to its powers under Article VIII of this Declaration.

ARTICLE XI

Additions, Alterations and Improvements

Section 11.1 - Additions, Alterations and Improvements by Unit Owners,

(a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Complex without the prior written consent thereto of the Board in accordance with Subsection 11.1(c).

(b) Subject to Subsection 11.1(a), a Unit Owner:

(i) May make any other improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of any other Unit;

(ii) May not change the appearance of the Common Area, or the exterior appearance of a Unit, or any other portion of the Complex, without permission of the Association;

(c) A Unit Owner may submit a written request to the Board for approval to do anything that a Owner is forbidden to do under Subsection 11.1(a) or 11.1(b)(ii). The Board shall answer any written request for such approval, after Notice and hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board to the proposed action. The Board shall review requests in accordance with the provisions of its rules.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and improvements to the Units and Common Area shall not, except pursuant to prior approval by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

Section 11.2 - Additions, Alterations and Improvements by Board. The Board may make any additions, alterations or improvements to the Common Area or Limited Common Area which, in its judgment, it deems necessary.

Section 11.3 - Exterior Improvements and Landscaping Within Limited Common Area. Unit Owners may make exterior improvements within or as a part of Limited Common Area serving their units, by their unanimous consent and at their own cost and expense, consisting of repainting, restaining, addition of architectural detailing, changing of doors, provided they are undertaken with the permission of the Board or a covenants control committee established for such purpose, if any, following submission of complete plans prepared by an architect and a review by such Board or committee as to consistency with improvements originally constructed by the Declarant, and consistent with the style and character of the Complex. No approval will be awarded without Notice to and opportunity to comment by the Unit Owners.

The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees.

Document is NOT OFFICIAL!
Amendments to Declaration

This Document is the property of the Inlet County Recorder
Section 12.1 - General. During the term of initial control of the Board by the Declarant, the Declarant shall have the right to amend any provision of this Declaration without consent of any Owner. After the expiration of the term of initial control by the Declarant, this Declaration may be amended only by vote or agreement of Unit Owners of Units to which at least sixty (60%) percent of the votes in the Association are allocated.

Section 12.2 - Execution of Amendments. An amendment to the Declaration which has been adopted in accordance with this Declaration, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Amendments by the Declarant shall be executed by the Declarant only.

Section 12.3 - Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

ARTICLE XIII

Amendments to Bylaws

The Bylaws may be amended only by vote or two-thirds (2/3) of the members of the Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE XIV

Mortgagee Protection

Section 14.1 - Introduction. This Article establishes certain standards and covenants which are for the benefit of the holders, insurers, and guarantors of certain Security Interests. This Article is supplemental to, and not in substitution

for, any other provisions of the Documents; but in the case of conflict, this Article shall control.

Section 14.2 - Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Eligible Mortgagees is required, it shall mean the approval or consent of Eligible Mortgagees holding Security Interests in Units which in the aggregate have allocated to them a specified percentage of votes in the Association as compared to the total allocated to all Units then subject to Security Interests held by Eligible Mortgagees.

Section 14.3 - Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Complex or any Unit in which there is a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee or Eligible Insurer, as applicable;

(b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed, by such Eligible Mortgagee or Eligible Insurer, as applicable, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any judgment rendered against the Association.

Section 14.4 - Inspection of Books. The Association shall permit any Eligible Mortgagee or Eligible Insurer to inspect the books and records of the Association during normal business hours.

Section 14.5 - Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and Eligible Insurers and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 14.6 - Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

ARTICLE XV

Assessment and Collection of Common Expenses

Section 15.1 - Payment of Regular Assessments. Regular Assessments for a fiscal year shall be established when the Board approves the budget for that year. Regular assessments shall be levied, at the discretion of the Board, either on a fiscal year basis or on a calendar year basis. Unless otherwise specified by the Board, Regular Assessments shall be due and payable in monthly installments by each Unit Owner on the first day of each month during the term of this Declaration. Regular assessments shall commence as to each Unit, no later than the first day of the first month following the month in which the Unit is conveyed to an Owner

other than Declarant and may commence prior to that date at the option of Declarant.

Section 15.2 - Budgeting. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing: (i) estimated revenue and expenses on an accrual or any other basis approved by the Board; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of Common Area and for contingencies; (iii) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Common Area. The total amount shall be charged against the Units in the Complex as Regular Assessments, and each Unit Owner or Unit occupant shall pay his/her pro-rata share of the total Common Expenses in a sum equal to each Unit Owner's or occupant's percentage of interest as shown hereafter in Section 15.15 of this Article subject to any limitations set forth in the By-Laws. Each year the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the Regular Assessment to be levied against the Owner's Unit, not less than thirty (30) days prior to the beginning of the year.

Section 15.3 - Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix Regular Assessments for the next fiscal year, the Regular Assessment established for the preceding year shall continue until a new Regular Assessment is fixed.

Section 15.4 - Special Assessments. Subject to any limitations in the By-Laws, Special Assessments may be levied in addition to Regular Assessments for (i) constructing Capital Improvements; (ii) correcting an inadequacy in the Current Operation Account; (iii) defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of Improvements in the Unit(s) or Common Area; or (iv) paying for such other matters as the Board may deem appropriate for the Property. Special Assessments shall be levied in the same manner as Regular Assessments.

Section 15.5 - Common Expenses Attributable to Fewer Than All Units.

(a) Any Common Expense associated with the maintenance, repair or replacement of components and elements attached to, or a part of, exterior surfaces, trim, siding, doors and windows shall be assessed against the Unit or Units to which the Limited Common Areas is assigned. If any such Limited Common Area is assigned to more than one Unit, the Common Expense attributable to the Limited Common Area shall be assessed equally among the Units to which it is assigned.

(b) Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from such service.

(c) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.

(d) An assessment to pay a judgment against the Association may be made only against the Units in the Complex at the time the judgment was entered, in proportion to their Common Expense liabilities.

(e) If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against the Unit Owner's Unit.

(f) Fees, charges, late charges, fines, collection costs, and interest charged against a Unit Owner pursuant to the Documents are enforceable as Common Expense assessments.

Section 15.6 - Lien.

(a) The Association shall have a lien on a Unit for a delinquent assessment levied against the Unit or fines imposed against its Unit Owner from the time the Association records a Notice that the assessment is delinquent. If an assessment is payable in installments, the full amount of the assessment is delinquent if not paid to the Association by the due date of the installment.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (a) a lien, encumbrance, or secured interest recorded before the recordation of the Notice referenced in subsection 15.6(a) above; and (2) liens for real estate taxes and other governmental assessments or charges against the Unit.

(c) Recording of a Notice of Delinquency constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three years after the Notice is recorded; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted and the Association is so notified.

(e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien.

(f) Any steps taken by the Association to collect sums due or enforce a lien under this Section shall entitle the Association to add to the amount due its costs and reasonable attorneys' fees.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under the laws of the State of Indiana.

(h) The Association's lien may be foreclosed as a mortgage on real estate is foreclosed.

(i) In any action by the Association to collect assessments or to foreclose a lien for unpaid assessments, the court may appoint a receiver of the Unit Owner to collect all sums alleged to be due from that Unit Owner prior to or during the pendency of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pendency of the action to the extent of the Association's Common Expense assessments based on a periodic budget adopted by the Association pursuant to Section 14.2 of this Declaration.

(j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

Section 15.7 - Ratification of Non-Budgeted Common Expense Assessments. If the Board votes to levy a Common expense assessment not included in the current budget in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board shall submit such Common Expense to the Unit Owners for ratification by a majority vote.

Section 15.8 - Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) days after the receipt of the request and is binding on the Association, the Board and each Unit Owner.

Section 15.9 - Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 15.10 - No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Areas the Limited Common Areas or by abandonment of the Unit against which the assessments are made.

Section 15.11 - Personal Liability of Unit Owners. The Unit Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment.

Section 15.12 - Accounts. Assessments collected by the Association shall be deposited into at least two (2) separate accounts with a bank and/or savings and loan association, which accounts shall be clearly designated as (i) the Current

Operation Account and (ii) the Reserve Account. The Board shall deposit those portions of the assessments collected for current maintenance and operation into the Current Operation Account and shall deposit those portions of the assessments collected as reserves for contingencies and for replacement and deferred maintenance of capital improvements into the Reserve Account.

Section 15.13 - Current Operation Account. All of the following may be paid from the Current Operation Account:

- (a) All costs of enforcing the provisions of the Documents and By-Laws;
- (b) Taxes and assessments, if any, levied or assessed separately against the Common Area and the Limited Common Area;
- (c) Sums necessary to discharge any lien or encumbrance, including taxes, levied against any Unit which constitutes a lien against any portion of the Common Area;
- (d) Insurance premiums and costs for policies purchased for the benefit of the Association;
- (e) Water, sewer, garbage, trash, electrical, gas, telephone and other necessary utility services for the common Area;
- (f) Costs of routine maintenance, repair and upkeep of Improvements in the Common Area; and
- (g) All other goods, materials, supplies, furniture, labor, services, or, repairs which the Association is authorized to secure and pay for pursuant to the terms of this Declaration or by laws, other than those to be expended from the Reserve Account.
- (h) All Common Expenses.

Section 15.14 - Reserve Account. The Association shall pay out of the Reserve Account only those costs that are attributable to the maintenance, repair or replacement of capital improvements for which reserves have been collected and held. No portion of a reserve designated for a particular capital improvement may be expended for any purpose other than the maintenance or replacement of that capital improvement. Except for funds collected for contingencies, no funds collected for the Reserve Account may be used for ordinary current maintenance and operation purposes.

Section 15.15 - Statement of Interest. The statement of interest of each unit owner in the common areas shall be the percentage interest set out below opposite the unit number:

Unit No.	Percentage of Interest in Common Area	Approx. Sq. Ft.
1	0.1521370456	2259.76
2	0.2098987104	3117.72
3	0.12004753104	1783.12
4	0.11213556446	1665.60
5	0.07006587695	1040.72
6	0.10529300027	1523.86
7	0.11251392774	1671.22
8	0.12060834351	1791.45
	.99999999997	14,853.45

Section 15.16 of the Limited County Recorder's Facilities. The share of each unit owner and the limited common areas and facilities shall be as follows:

Limited Common Area serving Unit 1 and 2 and consisting of approximately 286.08 square feet: Unit 1 - 1/2 and Unit 2 - 1/2

Limited Common Area serving Unit 3, 4 and 5 and consisting of approximately 436.1 square feet: Unit 3 - 1/3, Unit 4 - 1/3 and Unit 5 - 1/3

Limited Common Area serving Unit 6, 7 and 8 and consisting of approximately 299.6 square feet: Unit 6 - 1/3, Unit 7 - 1/3 and Unit 8 - 1/3



Right to Assign Future Income

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XVII

Persons and Units Subject to Documents

Section 17.1 - Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant,

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 6th day of April, A.D. 1993, creating Trust No. 53-0160 and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by CENTIER BANK, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against CENTIER BANK, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained; either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

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

CENTIER BANK, as Trustee
aforesaid and not personally,

BY: Carolyn A. Mayer
Trust Officer

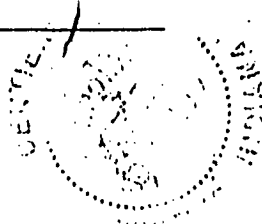
ATTEST:

David H. Brubeck
David H. Brubeck
Vice President and Senior Trust Officer

STATE OF LAKE
COUNTY OF INDIANA

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STOP



I, Patricia M. Ruman, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Carolyn A. Mayer of CENTIER BANK, a state bank organized under the state banking laws of Indiana, and David H. Brubeck of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President and Senior Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said state bank as Trustee, for the uses and purposes therein set forth; and the said Carolyn A. Mayer did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of February, 1993.

Patricia M. Ruman
Patricia M. Ruman, NOTARY PUBLIC

My Commission Expires: 3/3/95

Resident of Lake County

mortgagee or occupant and all such provisions are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

Section 17.2 - Adoption of Rules. The Board may adopt Rules regarding the use and occupancy of Units affecting the Common Area and Limited Common Area and the activities of occupants, subject to Notice and Comment.

ARTICLE XVIII

Insurance

Section 18.1 - Coverage. To the extent reasonably available, the Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known address.

Section 18.2 - Property Insurance.

(a) Property insurance covering one hundred (100%) percent of the actual replacement cost value of the following shall be obtained by the Association:

- (i) The Common Area; and
- (ii) All personal property owned by the Association.

(b) Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

(c) Other Provisions. Insurance policies required by this Section shall provide that:

(i) The insurer waives the right to subrogation under the policy against a Unit Owner, if such coverage is available.

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(iii) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance;

(iv) Loss must be adjusted with the Association;

(v) Insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's mortgagee;

(vi) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each Holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) The name of the insured shall be "8550 Broadway Professional Center Association, Inc."

Section 18.3 - ~~Liability Insurance.~~ Liability insurance, including medical payments insurance, in an amount determined by the Board but in no event less than One Million (\$1,000,000.00) Dollars, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and the activities of the Association.

(a) Other Provisions. Insurance policies carried pursuant to this Section shall provide that:

(i) Each Unit Owner is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Area or membership in the Association.

(ii) The insurer waives the right to subrogation under the policy against a Unit Owner, if such coverage is available.

(iii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a Certificate or memorandum of insurance has been issued at their last known address.

Section 18.4 - Fidelity Bonds. At the sole discretion of the Board a blanket fidelity bond may be required for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they

receive compensation for their services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' assessments plus reserve funds. The bond shall include a provision that calls for ten (10) days' written notice to the Association, to each holder of a Security Interest in a Unit, and to the insurance trustee, if any, before the bond can be cancelled or substantially modified for any reason.

Section 18.5 - Unit Owner Policies. The Association on behalf of each Owner shall carry fire and extended coverage insurance on each Unit, including the exterior. The Association, or the Declarant pursuant to its rights reserved hereunder, may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners; certain provisions which may be required to be included in all such insurance policies; and such other terms and provisions pertaining to insurance which may be required to be included in all such insurance policies; and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Units are insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto, or (2) otherwise to assist or to simplify problems of coordinating insurance coverage between the Owners and the Association.

Section 18.6 - Workers' Compensation Insurance. The Board, if it has employees, shall obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Indiana.

Section 18.7 - Directors' and Officers' Liability Insurance. The Board may obtain and maintain directors' and officers' liability insurance covering all of the directors and officers of the Association in such limits as the Board in its sole discretion may, from time to time, determine.

Section 18.8 - Other Insurance. The Association may carry other insurance which the Board considers appropriate to protect the Association or the Unit Owners.

Section 18.9 - Premiums. Insurance premiums shall be a Common Expense.

Taxes and Special Governmental Assessments

Section 19.1 - Assessment of Taxes. Taxes, assessments, sanitary sewer charges and any other charges or liens of the State of Indiana, any political subdivision thereof, any special improvement district or any other taxing or assessing authority shall be assessed against and collected on each individual Unit and paid by each Unit Owner.

Section 19.2 - Payment by the Association. During the period of time that taxes, special governmental assessments and other charges or liens upon the Complex or any portion thereof are not assessed to individual Unit Owners, then the taxes, governmental assessments, sanitary sewer charges and any other such charges shall be included in the annual budget of the Association and shall be paid by the Association as a Common Expense. The Association shall assess each Unit

Owner in accordance with the share of ownership specified herein.

Section 19.3 - Personal Property Tax. All personal property tax, state, federal or local, levied or assessed against personal property of the Association, shall be considered as Common Expenses and paid as herein provided.

ARTICLE XX

Damage To Or Destruction Of Property

Section 20.1 - Duty to Restore. A portion of the Complex for which insurance carried by the Association is in effect, that is damaged or destroyed, must be repaired or replaced promptly by the Association unless:

(a) Repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

(b) One Hundred (100%) percent of the Unit Owners vote not to rebuild.

Section 20.2 - Cost. The cost of repair or replacement is in excess of insurance proceeds and reserves.

Section 20.3 - Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board, a majority of Unit Owners and fifty-one (51%) percent of Eligible Mortgagees.

Section 20.4 - Replacement of Less Than Entire Property.

(a) The insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition compatible with the remainder of the Complex.

(b) Except to the extent that other persons will be distributees,

(i) The insurance proceeds attributable to a Unit and Limited Common Area that are not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Area were allocated, or to lien holders, as their interests may appear.

(ii) The remainder of the proceeds must be distributed to each Unit Owner or lien holder, as their interests may appear, in proportion to the Common Area interests of all the Units.

Section 20.5 - Insurance Proceeds. The Trustee, or if there is no Trustee, then the Board of the Association, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. The proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or

restored.

Section 20.6 - Certificates by the Board. The Trustee, if any, may rely on the following certifications in writing made by the Board:

(a) Whether or not damaged or destroyed Property is to be repaired or restored.

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

Section 20.7 - Certificates by Attorneys or Title Insurance Companies. If payments are to be made to Unit Owners or mortgagees, the Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's certificate of title or a title insurance policy based on a search of the records of Lake County, Indiana, from the date of the recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

Document is NOT OFFICIAL!

ARTICLE XXI

**This Document is the property of
Rights to Notice and Comment; Notice and Hearing
the Lake County Recorder!**

Section 21.1 - Right to Notice and Comment. Before the Board amends the Bylaws or the Rules, whenever the Documents require that an action be taken after "Notice and Comment", and at any other time the Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 21.2 - Right to Notice and Hearing. Whenever the Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the Manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 21.3 - Appeals. Any Person having a right to Notice and Hearing shall have the right to appeal to the Board from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within

thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XXII

Board of Directors

Section 22.1 - Power and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in this Declaration or the Bylaws. The Board shall have, subject to the limitations contained in this Declaration, the powers and duties necessary for the administration of the affairs of the Association and of the Complex which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge agents;
- (e) Hire and discharge employees and agents, other than managing agents, and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Association's Declaration, Bylaws or Rules in the Association's name on behalf of the Association or one or more Unit Owners on matters affecting the Complex;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- (i) Cause additional improvements to be made as a part of the Common Area;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Area;
- (l) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Area and for services provided to Unit Owners;
- (m) Impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for

violations of this Declaration, Bylaws, Rules and Regulations of the Association;

(n) Provide for the indemnification of the Association's officers and Board and maintain directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by this Declaration or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board. However, actions taken by a committee may be appealed to the Board by a Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Board at its next regular meeting.

ARTICLE XXIII

Open Meetings

Section 23.1 - Access. All meetings of the Board, at which action is to be taken by vote will be open to the Unit Owners, except as hereafter provided.

Section 23.2 - Notice. Notice of every such meeting will be given not less than 24 hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the Complex, except that such notice will not be required if an emergency situation requires that the meeting be held without delay.

Section 23.3 - Executive Sessions. Meetings of the Board may be held in executive session, without giving notice and without the requirement that they be open to Unit Owners, in either of the following situations only:

(a) No action is taken at the executive session requiring the affirmative vote of Directors; or

(b) The action taken at the executive session involves personnel, pending litigation, contract negotiations, enforcement actions, or matters involving the invasion of privacy of individual Unit Owners, or matters which are to remain confidential by request of the affected parties and agreement of the Board.

ARTICLE XXIV

Condemnation of Common Area

If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be deposited into the Association's operating account until distributed. The Association shall distribute such funds proportionately to all Owners as their interests appear according to the respective fair market values of their Units immediately prior to the time of condemnation, as determined by an independent appraisal made by a qualified Real Estate Appraiser as selected by the Board. The Association shall represent the interests of all Owners.

ARTICLE XXV

Withdrawal

Section 25.1 - Reservation. To the extent permitted by law, any time within ten (10) years from the recording of this Declaration, the right of all Unit Owners, acting unanimously, now or in the future to sell, transfer and convey all the land and improvements as described in said "Exhibit A" to a prospective buyer or buyers and withdraw all the property described in "Exhibit A" from the Horizontal Property Regime is hereby reserved.

Section 25.2 - Meeting. Before any action is taken under Section 25.1, a meeting must be held after notice to all Unit Owners and any decision to sell the land and improvements must be unanimously approved by all Unit Owners of record and the sale must include all the land and improvements as described in "Exhibit A".

ARTICLE XXVI

Miscellaneous

Section 26.1 - Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

Section 26.2 - Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

Section 26.3 - Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 26.4 - Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN



1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241

A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

UNIT NO. 1

A portion of a one story office building in lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence West 119.3 feet along the North wall line of said building to the True Point of Beginning for said Unit No. 1, said point lying on the centerline of a North-South interior wall separating Unit No. 1 from Unit No. 2 and a Limited Common Area; thence continuing West along said North wall line 37.6 feet to the centerline of a North-South interior wall separating Unit No. 1 from Units No. 3 and No. 4; thence South along said centerline 60.1 feet; thence East 0.8 foot to an outside corner of said building; thence continuing East along a South wall line of said building 36.0 feet; to another outside corner of said building; thence continuing East 0.8 foot, to said centerline of an interior wall separating Unit No. 1 from Unit No. 2 and a Limited Common Area; thence North along said centerline 60.1 feet to said True Point of Beginning. Containing 2259.76 square feet, more or less.

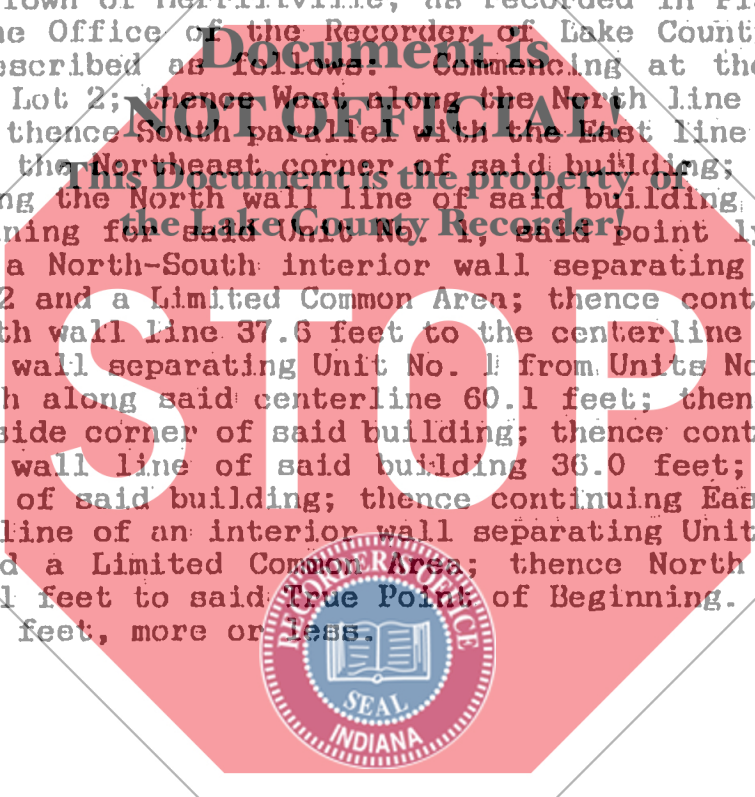


EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN



1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241

A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N
L
A
Y
O
U
T

UNIT NO. 2

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence West 65.3 feet along the North wall line of said building to the True Point of Beginning for said Unit No. 2 said point lying on the centerline of a North-South interior wall separating Unit No. 2 from Units No. 6, No. 7, and No. 8; thence continuing West along said North line 54.0 feet to the centerline of a North-South interior wall separating Unit No. 2 from Unit No. 1 in said building; thence South along said centerline 54.4 feet to the centerline of an East-West interior wall separating Unit No. 2 from a Limited Common Area serving said Unit; thence along said centerline the following 2 courses and distances: East 22.4 feet, South 5.7 feet; thence East 0.8 foot to an outside corner of said building; thence continuing East along a South wall line of said building 30.8 feet to said interior wall centerline separating Unit No. 2 and Units No. 6, No. 7, and No. 8; thence North along said centerline 60.1 feet to said True Point of Beginning. Containing 3117.72 square feet, more or less.

Document is the property of the Lake County Recorder

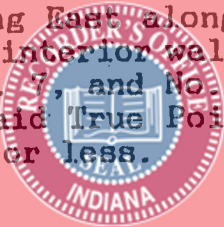


EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1687 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

UNIT NO. 3

A portion a of one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence West along the North wall of said building 156.9 feet to the centerline of a North-South interior wall separating Units No. 3 and No. 4 from Unit No. 1; thence South along said centerline 50.2 feet to the True Point of Beginning for said Unit No. 3; thence continuing South along said centerline 9.9 feet; thence East 0.8 foot to an outside corner of said building; thence along the outside wall line of said building the following 3 courses and distances: South 20.0 feet, West 60.1 feet, North 28.1 feet to another outside corner of said building; thence continuing North 0.8 foot to the centerline of an East-West interior wall separating said Unit No. 3 from a Limited Common Area serving Units No. 3, No. 4, and No. 5; thence along said centerline and various other interior wall centerlines separating said Unit No. 3 from said limited common area the following 3 courses and distances: East 5.95 feet, North 1.0 foot, East 25.9 feet; thence continuing East along the centerline of an interior wall separating Units No. 3 and No. 4, 27.45 feet to said True Point of Beginning. Containing 1783.12 square feet, more or less.



EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN



1687 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241

A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

UNIT NO. 4

A portion of a one story office building in Lot 2 in 8500 Broadway center to the town of Merrillville as recorded in Plat Book 70, page 54 in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North Line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence West along the North wall line of said building 156.9 feet to the True Point of Beginning for the said building; thence East along the centerline of a North-South interior wall separating Unit No. 4 from Unit No. 1; thence South along said centerline 50.2 feet to the centerline of an East-West interior wall separating Units No. 4 from Unit No. 3; thence West along said centerline 27.45 feet to the centerline of a Northwest-Southeast interior wall separating Unit No. 4 from a Limited Common Area serving Units No. 3, No. 4., and No. 5; thence North 45 degrees West along said centerline 8.62 feet to the centerline of a North-South interior wall separating Unit No. 4 from Unit No. 5; thence North along said centerline 44.1 feet to said North wall line of the building; thence East along said North wall line 33.55 feet to said True Point of Beginning. Containing 1665.60 square feet, more or less.

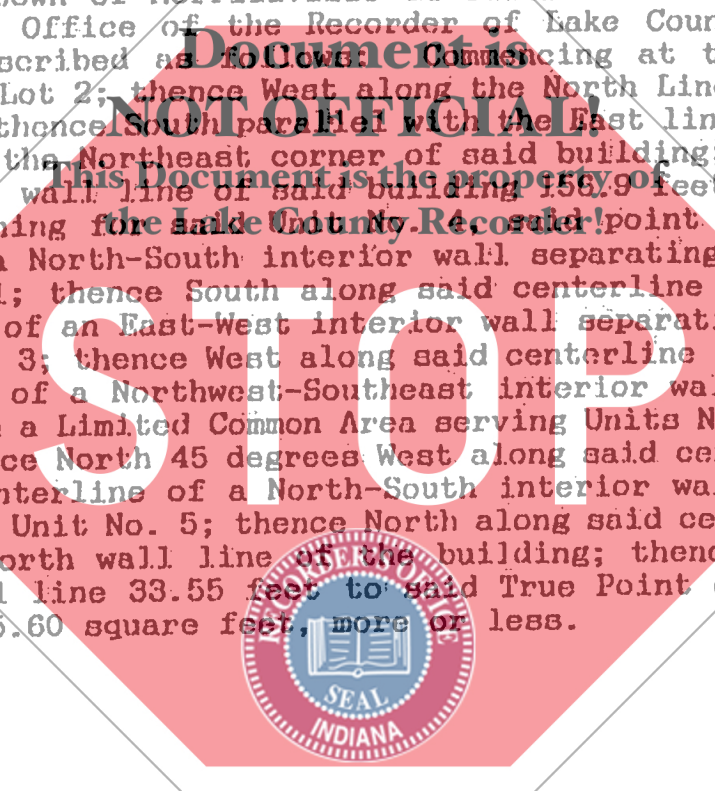


EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1687 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

UNIT NO. 5

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence West along the North wall line of said building 190.45 feet to the True Point of Beginning for said Unit No. 5, said point lying on the centerline of a North-South interior wall separating Unit No. 5 from Unit No. 4; thence South along said centerline 44.1 feet to the centerline of an East-West interior wall separating Unit No. 5 from a Limited Common Area serving Units No. 3, No. 4, and No. 5; thence along said centerline and various other interior wall centerlines separating said Unit No. 5 from said Limited Common Area the following 3 courses and distances: West 19.55 feet, North 15.3 feet, West 6.2 feet; thence North 0.8 foot to an exterior corner of said building; thence along the West and North exterior wall lines of said building the following 2 courses and distances: North 28.0 feet, East 25.75 feet to said True Point of Beginning. Containing 1040.72 square feet, more or less.



EXHIBIT

 B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN



1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241

A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

UNIT NO. 6

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building and the True Point of Beginning for said Unit No. 6; thence continuing South along the East outside wall line of said building 20.0 feet to an outside corner of said building; thence continuing South 0.8 foot to the centerline of an East-West interior wall separating said Unit No. 6 from a Limited Common Area serving Units No. 6, No. 7, and No. 8; thence West along said centerline 6.3 feet, to the centerline of a North-South interior wall separating said Unit No. 6 from Unit No. 7; thence along said centerline and various other interior wall centerlines separating said Units No. 6 and No. 7 the following 5 courses and distances: North 6.3 feet, West 9.2 feet, South 6.3 feet, West 5.2 feet, North 6.7 feet, West 44.60 feet to the centerline of a North-South interior wall separating said Unit No. 6 from Unit No. 2; thence North along said centerline 22.1 feet to the North outside wall line of said building; thence East along said North line 65.30 feet to said True Point of Beginning. Containing 1523.86 square feet, more or less.

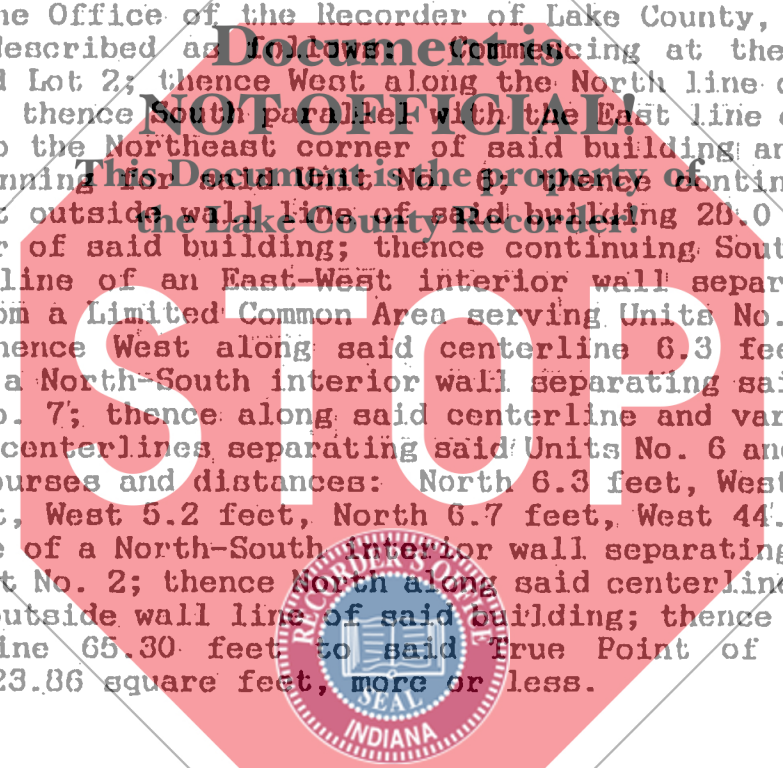


EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN



1687 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241

A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

UNIT NO. 7

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence South 28.0 feet along the East outside wall line of said building to an outside corner of said building; thence continuing South 0.8 foot to the centerline of an East-West interior wall separating a Limited Common Area serving units No. 6, No. 7, and No. 8 from Unit No. 6; thence West 6.25 feet along said centerline to the True Point of Beginning for said Unit No. 7, said point lying on the centerline of a North-South interior wall separating said Unit No. 7 from said Common Area; thence South along said centerline 22.4 feet to the centerline of an East-West interior wall separating said Unit No. 7 from Unit No. 8; thence along said centerline and various other interior wall centerlines separating said Units No. 7 and No. 8 the following 9 courses and distances: West 11.8 feet, North 4.0 feet, West 16.35 feet, South 2.8 feet, West 21.7 feet, South 3.7 feet, East 0.8 foot, South 5.6 feet, West 4.8 feet; thence South 0.8 foot to an outside corner of said building; thence West along a South outside wall line of said building 5.2 feet to a centerline of a North-South interior wall separating Units No. 7 from Unit No. 2; thence North along said centerline 38.0 feet to the centerline of an East-West interior wall separating Unit 7 from Unit No. 6; thence along said centerline and various other interior wall centerlines separating said Units No. 7 and No. 6 the following 7 courses and distances: East 44.6 feet, South 6.7 feet, East 5.2 feet, North 6.3 feet, East 9.2 feet, South 6.3 feet, East 0.05 foot to said True Point of Beginning. Containing 1671.22 square feet, more or less.

EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E
B
O
U
N
D
A
R
I
E
S
C
O
N
S
T
R
U
C
T
I
O
N
L
A
Y
O
U
T

UNIT NO. 8

A portion of a one story office building in Lot 2 in 6500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence along the outside wall line of said building the following 4 courses and distances: South 28.0 feet, East 6.65 feet, South 24.0 feet, West 6.65 feet to the True Point of Beginning for said Unit No. 8; thence continuing along the outside wall line of said building the following 3 courses and distances: South 28.1 feet, West 60.1 feet, North 20.0 feet; thence continuing North 0.8 foot to the centerline of an East-West interior wall separating said Unit No. 8 from Unit No. 7; thence along said centerline and various other interior wall centerlines separating Units No. 8 and No. 7 the following 9 courses and distances: East 4.8 feet, North 5.6 feet, West 0.8 foot, North 3.7 feet, East 21.7 feet, North 2.8 feet, East 16.35 feet, South 4.0 feet, East 11.8 feet to the centerline of a North-South interior wall separating said Unit No. 8 from a Limited Common Area serving Units No. 6, No. 7, and No. 8; thence continuing East 6.25 feet along the centerline of an East-West interior wall separating said Unit No. 7 from said Common Area; thence South 0.8 foot to said True Point of Beginning. Containing 1791.45 square feet, more or less.

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!



EXHIBIT
B



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

LIMITED COMMON AREA SERVING UNITS NO. 1 AND NO. 2

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence West 119.3 feet to the centerline of an interior wall separating said Limited Common Area and Unit No. 2 from Unit No. 1; thence South along said centerline 54.4 feet to the True Point of Beginning for said Common Area, said point lying on the centerline of an interior wall separating said common area from Unit No. 2; thence continuing South along said North-South centerline 5.7 feet; thence West 0.8 foot to an outside corner of said building; thence along the exterior wall line of said building the following 3 courses and distances: South 6.6 feet, East 24.0 feet, North 6.6 feet to another outside corner of said building; thence West 0.8 foot to a centerline of a North-South interior wall separating said Common Area from Unit No. 2; thence along the 2 aforementioned interior centerlines separating said Common Area from Unit No. 2 the following 2 courses and distances: North 5.7 feet, West 22.4 feet to said True Point of Beginning. Containing 286.08 square feet, more or less.

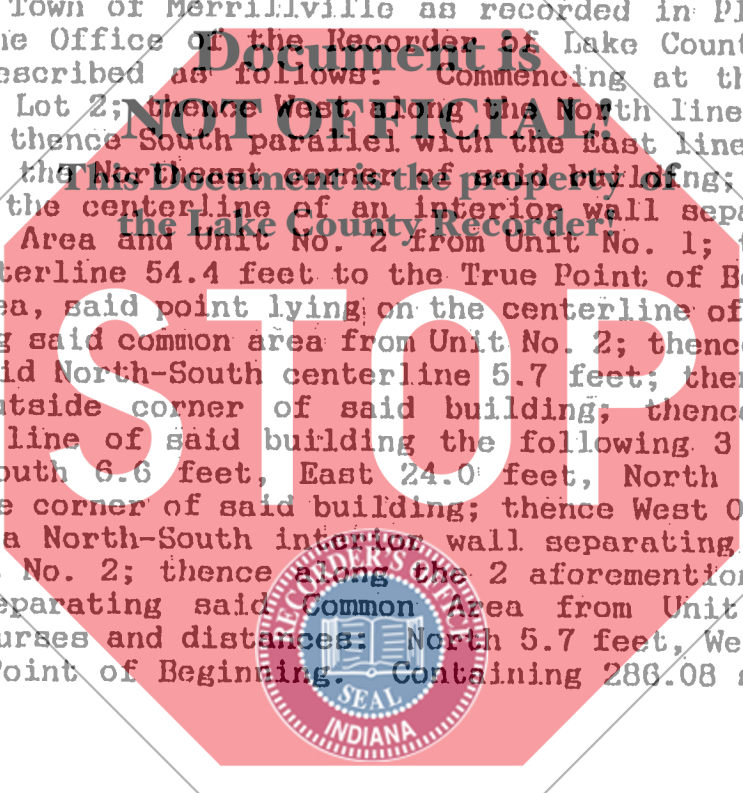


EXHIBIT
C



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E
B
O
U
N
D
A
R
I
E
S
C
O
N
T
A
I
N
I
N
G
L
A
Y
O
U
T

LIMITED COMMON AREA SERVING UNITS NO. 3, NO. 4, AND NO. 5

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; Thence West along the North wall line of said building, 216.2 feet to the Northwest corner of said building; thence South along the West wall line of said building 246 feet to an outside corner of said building and True Point of Beginning for said Common Area, thence along the outside wall line of said building the following 3 courses and distances: West 6.65 feet, South 24.0 feet, East 6.65 feet to another outside corner of said building; thence North 0.8 foot to the centerline of an East-West interior wall separating said Common Area from Unit No. 3; thence along said centerline and various interior wall centerlines separating said Common Area from Unit No. 3 the following 3 courses and distances: East 5.95 feet, North 1.0 foot, East 25.9 feet to the centerline of a Northwest-Southwest interior wall separating said Common Area from Unit No. 4; thence North 45 degrees West along said centerline to the centerline of an East-West interior wall separating said Common Area from Unit No. 5; thence along said centerline and other interior wall centerlines separating said Common Area and Unit No. 5 the following 3 courses and distances: West 19.55 feet, North 15.3 feet, West 6.2 feet; thence North 0.8 foot, to said True Point of Beginning. Containing 436.1 square feet, more or less.

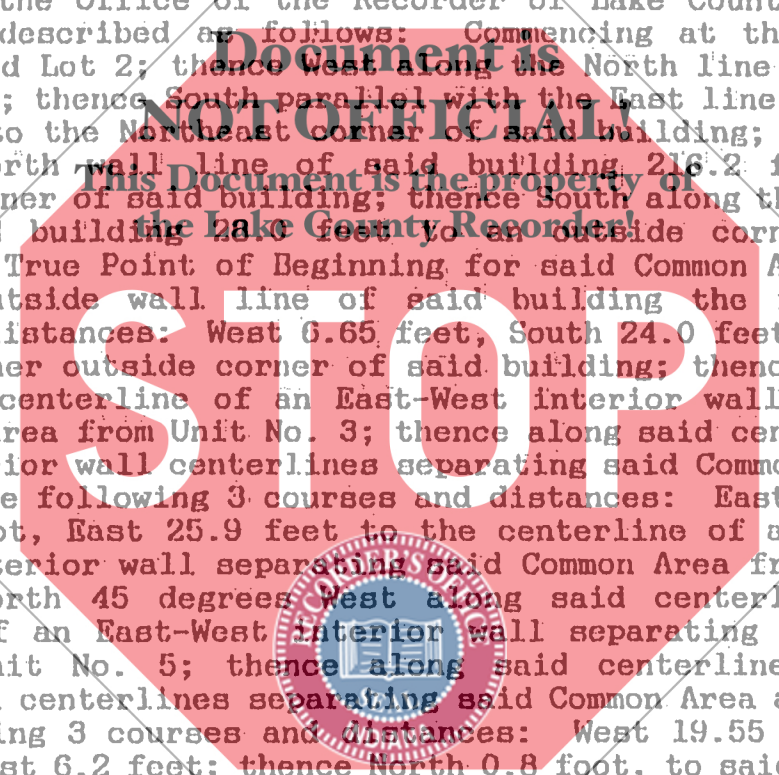


EXHIBIT
C



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E
B
U
N
D
A
R
Y
C
O
N
S
T
R
U
C
T
I
O
N
L
A
Y
O
U
T

LIMITED COMMON AREA SERVING UNITS NO. 6, NO. 7, AND NO. 8

A portion of a one story office building in Lot 2 in 8500 Broadway Center to the Town of Merrillville, as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, bounded and described as follows: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the Northeast corner of said building; thence South 28.0 feet along the East outside wall line of said building to an outside corner of said building, and the True Point of Beginning for said Common Area; thence along the outside wall line of said building the following 3 courses and distances: East 6.65 feet, South 24.0 feet, West 6.65 feet to another outside corner of said building; thence North 0.8 foot to the centerline of an East-West interior wall separating said Common Area from Unit No. 8; thence West along said centerline 6.25 feet to the centerline of a North-South interior wall separating said Common Area and Unit No. 7; thence North along said centerline 22.4 feet to the centerline of an East-West interior wall separating said Common Area from Unit No. 6; thence East along said centerline 6.25 feet; thence North 0.8 foot to said True Point of Beginning. Containing 299.60 square feet, more or less.

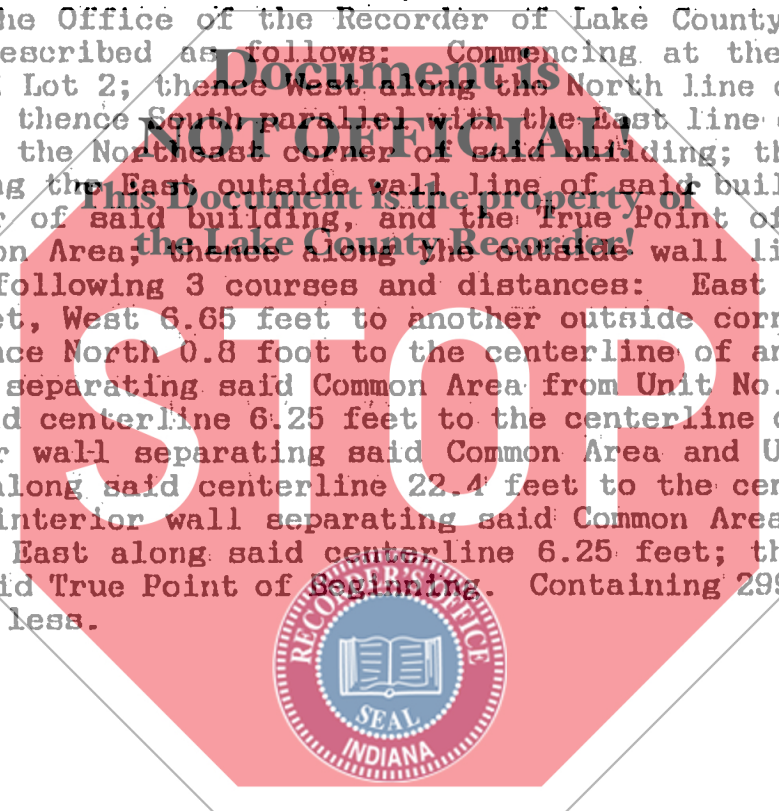


EXHIBIT
C



WILLIAM T. DAVIES SURVEYING

REGISTERED SURVEYOR - INDIANA • MICHIGAN

1587 SOUTH CALUMET ROAD • CHESTERTON, IN 46304 • (219) 926-4353 • FAX (219) 926-2241



A
C
R
E
A
G
E

B
O
U
N
D
A
R
I
E
S

C
O
N
S
T
R
U
C
T
I
O
N

L
A
Y
O
U
T

EXTERIOR COMMON AREA SERVING ALL UNITS

Lot 2 in 8500 Broadway Center to the Town of Merrillville as recorded in Plat Book 70, page 54, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM THE FOLLOWING PARCEL: Commencing at the Northeast corner of said Lot 2; thence West along the North line of said Lot 2, 57.81 feet; thence South parallel with the East line of said Lot 2, 8.5 feet to the True Point of Beginning for said EXCEPTION; thence continuing South 28.0 feet; thence East 6.65 feet; thence South 24.0 feet; thence West 6.65 feet; thence South 28.1 feet; thence West 60.1 feet; thence North 20.0 feet; thence West 36.0 feet; thence South 6.6 feet; thence West 24.0 feet; thence North 6.6 feet; thence West 36.0 feet; thence South 20.0 feet; thence West 60.1 feet; thence North 28.0 feet; thence West 6.65 feet; thence North 24.0 feet; thence East 6.65 feet; thence North 28.0 feet; thence East 26.2 feet to the True Point of Beginning for said EXCEPTION. Containing, less said EXCEPTION, 1.3401 acres, more or less, and subject to all Legal Highways and Easements.

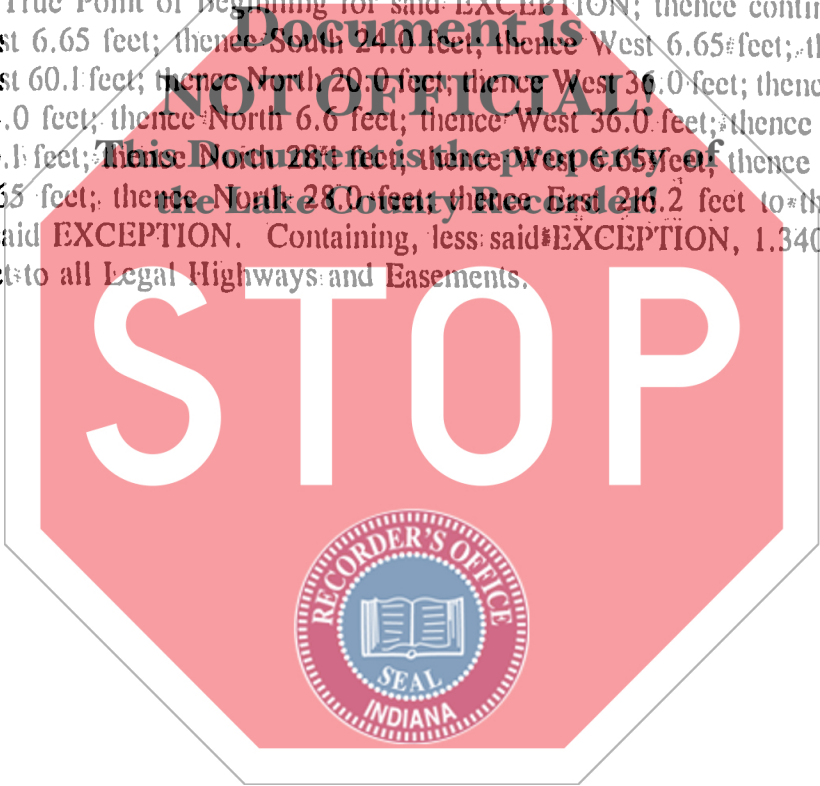


EXHIBIT
C

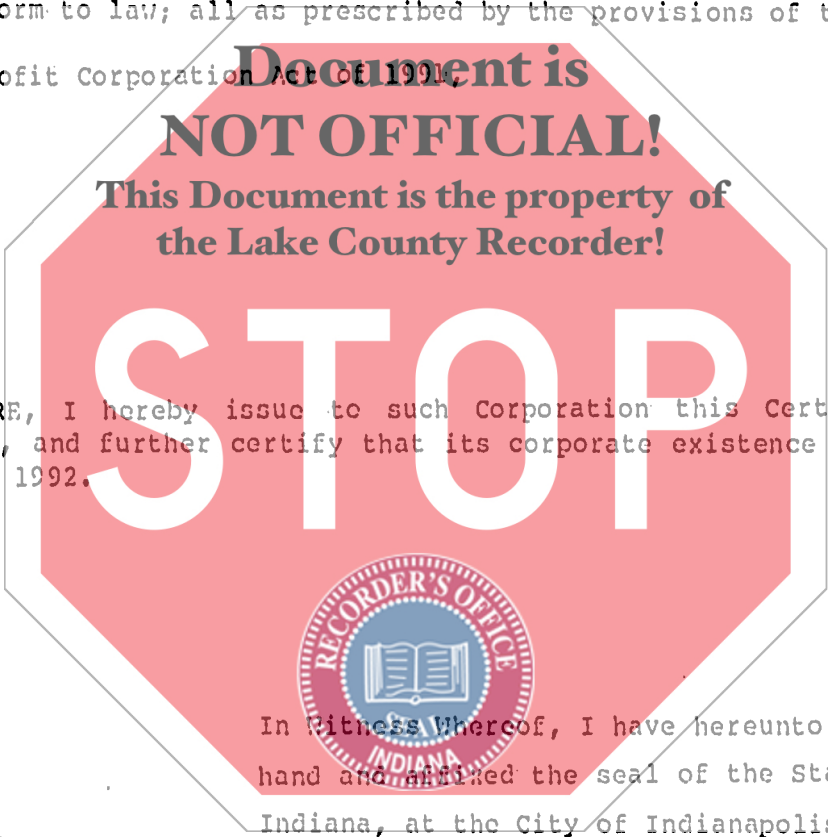
STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

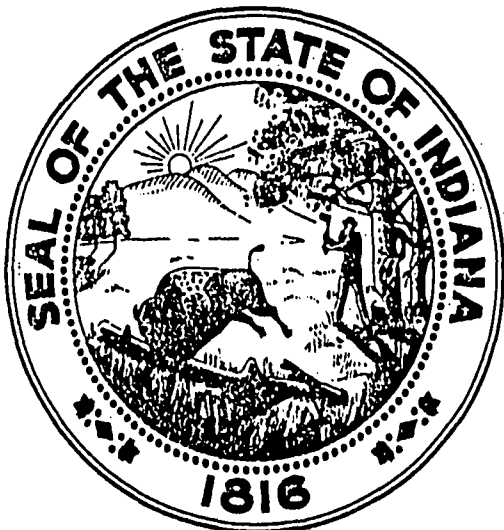
8550 BROADWAY PROFESSIONAL CENTER ASSOCIATION, INC.

I, JOSEPH H. HOGSETT, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.



NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence will begin December 21, 1992.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-first day of December, 1992



JOSEPH H. HOGSETT, Secretary of State

By  Deputy

EXHIBIT
D



ARTICLES OF INCORPORATION

State Form 4162 (R7 / 7-91) Corporate Form No. 364-1 (October 1984)

Articles of Incorporation (Nonprofit)

Provided by Joseph H. Hagsall Secretary of State of Indiana

Approved by State Board of Accounts 1991

INSTRUCTIONS: Use 8 1/2 x 11 inch paper for inserts.
Present 2 originally executed copies to:

SECRETARY OF STATE
302 W. WASHINGTON ST RM E018
INDIANAPOLIS IN 46204

FILING FEE IS \$30.00

IC 23-17-3-1

For tax exempt status, Nonprofit Corporations must qualify with both the Internal Revenue Service and the Indiana Department of Revenue.

ARTICLES OF INCORPORATION OF

APPROVED
AND
FILED
IND. SECRETARY OF STATE

The undersigned Incorporator or Incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act"); execute the following Articles of Incorporation:

ARTICLE I - Name

The name of the Corporation is (the name MUST include the word "Corporation", "Incorporated", "Limited", "Company" or one of the abbreviations thereof):

8550 Broadway Professional Center Association, Inc.

ARTICLE II - Purpose (optional)

The purposes for which the Corporation is formed are:

To provide for the administration, maintenance, repair, replacement, operation and preservation of the common areas and limited common areas of the real estate of this corporation located in Merrillville, Lake County, Indiana, subjected to the Horizontal Property Law by a Declaration filed in the Office of the Recorder of Lake County, Indiana, and to promote the health, safety and welfare of the owners of the 8550 Broadway Professional Center Association, Inc.. This association shall not engage in any activities whatsoever for the profit of its members and shall conduct its affairs, other than for the pecuniary gain of its members, directors, officers or incorporators. This corporation shall have all of the common-law and statutory powers of a Not-For-Profit Corporation not in conflict with the terms of these articles and shall have all powers to perform the duties and obligations of the 8550 Broadway Professional Center Association, Inc., as set forth in the Declaration and as the same may be amended from time to time.

ARTICLE III - Type of Corporation (check only one)

The Corporation is a:

- public benefit corporation, which is organized for a public or charitable purpose;
- religious corporation, which is organized primarily or exclusively for religious purposes; or
- mutual benefit corporation (all others).

ARTICLE IV - Registered Agent, Registered Office, Principal Office

SECTION 1 Registered Agent: The name and street address of the Corporation's Registered Agent and Registered Office for service of process are:

Name of Registered Agent

Dr. Jose H. Roig

Address of Registered Agent

8518 South Broadway

City

Merrillville

Indiana

ZIP code

46410

Address of Registered Office (street or building)

8518 South Broadway

City

Merrillville

Indiana

ZIP code

46410

SECTION 2 Principal Office: The post office address of the principal office of the Corporation is:

Post office address

8518 South Broadway

City

Merrillville

Indiana

ZIP code

46410

EXHIBIT

D

ARTICLE V - Membership

Indicate if corporation will have members:

Yes No

ARTICLE VI - Incorporator(s)

Name(s) and address(es) of the incorporator(s) is/are as follows:

Name	Number and Street or Building	City	State	ZIP code
JOSE H. ROIG	482 Roxbury Road	Valparaiso	IN	46383
KATHLEEN ROIG	482 Roxbury Road	Valparaiso	IN	46383
HASSAN I. ALSHEIK	1031 Killarny Drive	Dyer	IN	46311

ARTICLE VII - Distribution of Assets on Dissolution or Final Liquidation

Distribution or transfer of assets on dissolution or final liquidation shall be governed by the applicable laws of the State of Indiana and I.C. 23-17-30-1.



THIS DOCUMENT MUST BE SIGNED BY ALL INCORPORATORS.

I (we) hereby verify, subject to penalties of perjury, that the facts contained herein are true. (Notarization not necessary)	
Signature <i>Jose H. Roig</i>	Printed name JOSE H. ROIG
Signature <i>Kathleen M. Roig</i>	Printed name KATHLEEN ROIG
Signature <i>Hassan I. Alsheik</i>	Printed name HASSAN I. ALSHEIK
Signature	Printed name

EXHIBIT

D

This instrument was prepared by: JOHN KAPPOS, Attorney at Law

Address 7863 Broadway, Suite 222	City Merrillville	State IN	ZIP code 46410
-------------------------------------	----------------------	-------------	-------------------

BY-LAWS OF THE
8550 BROADWAY PROFESSIONAL
CENTER ASSOCIATION, INC.

ARTICLE I

MEETINGS

Section 1 -- Place of Meeting.

Any or all meetings of the members, and the board of directors, of this corporation shall be held within the state of Indiana.

Section 2 -- Annual Meeting of Members.

An annual meeting of the members shall be held in each year on the first day of December at 10:00 a.m., one of the purposes of which shall be the election of the board of directors.

Section 3 -- Notice of Annual Meeting of Members.

At least ten (10) days prior to the date fixed by Section 2 of this Article for the holding of the annual meeting of members, written notice of the time and place of such meeting shall be mailed, as hereinafter provided, to each member entitled to vote at such meeting.

Section 4 -- Delayed Annual Meeting.

If, for any reason, the annual meeting of the members shall not be held on the day hereinbefore designated, such meeting may be called and held as a special meeting, and the same proceedings may be had thereat as at an annual meeting, provided however, that the notice of such meeting shall be the same herein required for the annual meeting, namely, not less than a ten (10) day notice.

Section 5 -- Order of Business at Annual Meeting.

The order of business at the annual meeting of the members shall be as follows:

- (a) Roll call;
- (b) Reading Notice and proof of mailing;
- (c) Reading of minutes of last preceding meeting;
- (d) Report of president;
- (e) Report of secretary;
- (f) Report of treasurer;
- (g) Election of directors;
- (h) Transaction of other business mentioned in the notice; and
- (i) Adjournment;

provided that, in the absence of any objection, the presiding officer may vary the order of business at his discretion.

EXHIBIT

E

Section 6 -- Special Meeting of Members.

A special meeting of the members may be called at any time by the president, or by a majority of the board of directors. The method by which such meeting may be called is as follows: upon receipt of a specification in writing setting forth the date and objects of such proposed special meeting, signed by the president, or by a majority of the board of directors, the secretary or an assistant secretary shall prepare, sign and mail the notices requisite to such meeting. Such notice may be signed by the stamped, typewritten or printed signature of the secretary.

Section 7 -- Notice of Special Meeting of Members.

At least ten (10) days prior to the date fixed for the holding of any special meeting of members, written notice of the time, place and purposes of such meeting shall be mailed, as hereinafter provided, to each member entitled to vote at such meeting. No business not mentioned in the notice shall be transacted at such meeting.

Section 8 -- Organization Meeting of Board.

At the place of holding the annual meeting of members and immediately following the same, the board of directors as constituted upon final adjournment of such annual meeting shall convene for the purpose of the organization meeting in any year may be held at a different time and place than that herein provided, by consent of a majority of the directors of such new board.

Section 9 -- Regular Meetings of Board.

Regular meetings of the board of directors shall not be required unless said meetings are called as provided herein.

Section 10 -- Special Meetings of Board.

Special meetings of the board of directors may be called by the president at any time by means of such written notice by mail of the time, place and purpose thereof to each director as the president in his discretion shall deem sufficient but action taken at any such meeting shall not be invalidated for want of notice if such notice shall be waived as hereinafter provided.

Section 11 -- Notices and Mailing.

All notices required to be given by any provision of these by-laws shall state the authority pursuant to which they are issued (as, "by order of the president," or "by order of the board of directors" as the case may be) and shall bear the written, stamped, typewritten or printed signature of the secretary. Every notice shall be deemed duly served when the same has been deposited in the United States mail, with postage fully prepaid, plainly addressed to the addressee at his, her or its last address appearing upon the membership record of this corporation.

Section 12 -- Waiver of Notice.

Notice of time, place and purpose of any meeting of the members or of the board of directors, may be waived by telegram, or other writing, either before or after such meeting has been held.

ARTICLE II

QUORUM

Section 1 -- Quorum of Members.

Presence in person or by proxy of members representing a majority of the voting rights of this corporation shall constitute a quorum at any meeting of the members.

Section 2 -- Quorum of Directors.

A majority of the directors shall constitute a quorum.

ARTICLE III

VOTING

Section 1 -- Who is Entitled to Vote.

Each member shall be entitled to vote at every meeting of the members and/or in accordance with all the provisions of Article II of the Declarations, Covenants, Conditions and Restrictions of 8550 Broadway Professional Center Association, Inc., as the same appear of record in the office of the Recorder of Lake County, Subject to any amendments in the future.

ARTICLE IV

BOARD OF DIRECTORS

Section 1 -- Number and Term of Directors.

The business, property and affairs of this corporation shall be managed by a board of directors composed of three persons who shall be members of this corporation. Each director shall hold office for the term of one (1) year and until his successor is elected and qualified.

Section 2 -- Vacancies.

Vacancies in the board of directors shall be filled by appointment made by the remaining directors. Each person so elected to fill a vacancy shall remain a director until his successor has been elected by the members, who may make such election at their next annual meeting or at any special meeting duly called for that purpose.

Section 3 -- Action by Unanimous Written Consent.

If and when the directors shall severally or collectively consent in writing to any action to be taken by the corporation, such action shall be as valid corporate action as though it had been authorized at a meeting of the board of directors.

Section 4 -- Power to Make By-Laws.

The board of directors shall have power to make and alter any by-law or by-laws, including the fixing and altering of the number of directors, provided, that the board shall not make or alter any by-law or by-laws fixing the qualifications, classifications or term of office of any member or members of the then existing board.

Section 5 -- Power to Elect Officers.

The board of directors shall select a president, vice-president, secretary and treasurer.

Section 6 -- Power to Appoint Other Officers and Agents.

The board of directors shall have power to appoint such other officers and agents as the board may deem necessary for transaction of the business of the corporation.

Section 7 -- Removal of Officers and Agents.

Any officer or agent may be removed by the board of directors whenever in the judgment of the board the business interests of the corporation will be served thereby.

Section 8 -- Power to Fill Vacancies.

The board shall have power to fill any vacancy in any office occurring from any reason whatsoever.

Section 9 -- Power to Appoint Executive Committee.

The board of directors shall have power to appoint by resolution an executive committee composed of two or more directors who, to the extent provided in such resolution, shall have and exercise the authority of the board of directors in the management of the business of the corporation between meetings of the board.

Section 10 -- Power to Require Bonds.

The board of directors may require any officer or agent to file with the corporation a satisfactory bond conditioned for faithful performance of his duties.

Section 11 -- Compensation.

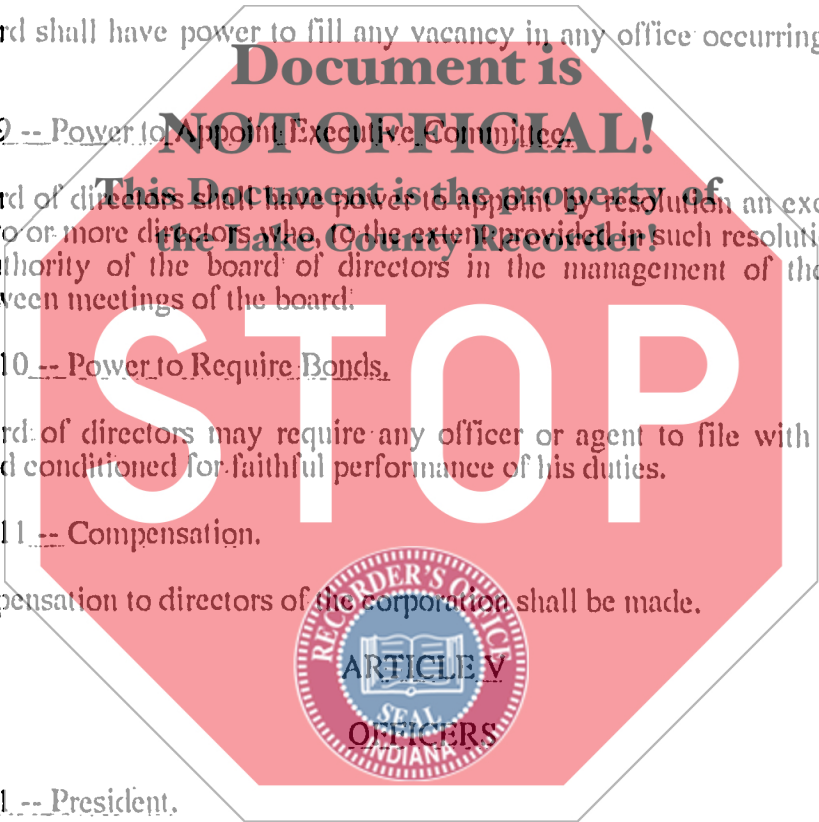
No compensation to directors of the corporation shall be made.

Section 1 -- President.

The president shall be elected by, and from the membership of, the board of directors. He shall be the chief executive officer of the corporation. He shall preside over all meetings of the board and of the members. He shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board are carried into effect. He shall be ex officio a member of all standing committees and shall have the general powers and duties of supervision and management usually vested in the office of president of a corporation.

Section 2 -- Vice-President.

The vice-president shall be chosen from the membership of the board.



Section 3 -- Secretary.

The secretary shall attend all meetings of the members and of the board of directors, and of the executive committee, and shall preserve in books of the corporation true minutes of the proceedings of all such meetings. He/She shall safely keep in his/her custody the seal of the corporation and shall have the authority to affix the same to all instruments where its use is required. He/She shall give all notices required by statute, by-law or resolution. He/She shall perform such other duties as may be delegated to him/her by the board of directors or by the executive committee.

Section 4 -- Treasurer.

The treasurer shall have custody of all corporate funds and securities and shall keep in books belonging to the corporation full and accurate accounts of all receipts and disbursements; he/she shall deposit all monies, securities and other valuable effects in the name of the corporation in such depositories as may be designated for that purpose by the board of directors. He/She shall disburse funds of the corporation as may be ordered by the board, taking proper vouchers for such disbursements, and shall render to the president and directors at the regular meetings of the board, and whenever requested by them, an account of all his/her transactions as treasurer and of the financial condition of the corporation. If required by the board he shall deliver to the president of the corporation, and shall keep in force, a bond in form, amount and with a surety or sureties satisfactory to the board, conditioned for faithful performance of the duties of his/her office, and for restoration to the corporation in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind in his/her possession or under his control belonging to the corporation.



ARTICLE VI

EXECUTION OF INSTRUMENTS

Section 1 -- Checks, etc.

All checks, drafts and orders for payment of money shall be signed in the name of the corporation and shall be countersigned by such officers or agents as the board of directors shall from time to time designate for that purpose.

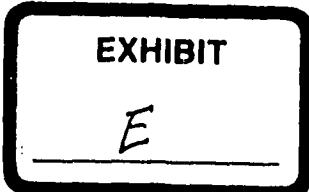
Section 2 -- Contracts, Conveyances, etc.

When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the president, or any vice-president, and the secretary, may execute the same in the name and behalf of this corporation and may affix the corporate seal thereto. The board of directors shall have power to designate the officers and agents who shall have authority to execute any instrument in behalf of this corporation.

ARTICLE VII

POWER OF BOARD TO BORROW MONEY

The board of directors shall have full power and authority to borrow money whenever in the discretion of the board the exercise of said power is required in the general interests of this corporation, and in such case the board of directors may authorize the proper officers of this corporation to make, execute and deliver in the name and behalf of this corporation such notes, bonds, and other evidence of indebtedness as said board shall deem proper, and said board shall



- have full power to mortgage the property of this corporation or any part thereof, as security for such indebtedness, and no action on the part of the membership of this corporation shall be requisite to the validity of any such note, bond, evidence of indebtedness or mortgage.

ARTICLE VIII

NO PECUNIARY GAIN

This corporation shall not engage in any activities whatsoever for the profit of its members and shall conduct its affairs other than for the pecuniary gain of its members, directors, officers or incorporators.

ARTICLE IX

MEMBERSHIP

The members and obligations of the members shall be as provided in Article II and other pertinent articles of the Declarations, Covenants, Conditions and Restrictions of 8550 Broadway Professional Center Association, Inc., as the same appears in the office of the Recorder of Lake County, Indiana.



The undersigned being the duly elected directors of 8550 Broadway Professional Center Association, Inc., do hereby certify under the penalties of perjury that the above and foregoing by-laws of said corporation were duly adopted by the unanimous action of the board of directors.

Dated: 1-26-93

Joseph Roig

JOSE H. ROIG

Kathleen Roig

KATHLEEN ROIG

Hassani Alsheik

HASSANI ALSHEIK

EXHIBIT
E

**CONDOMINIUM RULES AND REGULATIONS
OF 8550 BROADWAY PROFESSIONAL CENTER
ASSOCIATION, INC.**

The Board of Directors of 8550 Broadway Professional Center Association, Inc., hereinafter referred to as the "ASSOCIATION", unanimously hereby adopt the following Rules and Regulations to govern the use, operation and enjoyment of the condominium property:

1. **Animals or Pets.** No animal or pet, except to the extent permitted by law in aid of a disabled person, shall be kept or brought at any time in or about the property.

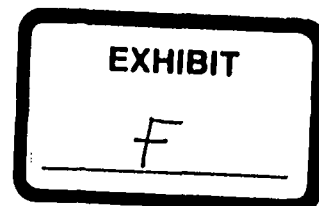
2. **Obstruction of Common and Limited Common Areas.** No common or limited common area shall be obstructed or used by any occupant or person for any purpose other than parking and ingress and egress to and from the various units.

3. **Exterior Walls.** Nothing shall be affixed or attached to the outside walls of the building without the prior written consent of the Association, except for the affixing of a sign as provided hereafter.

4. **Signs.** A Unit Owner may affix or display on the exterior of his/her unit a sign listing the name and profession of the Unit Owner, subject to the approval of the Association and in compliance with any state of Indiana or local rule or regulation. In the event of violation of any of the foregoing, the Association may remove any unauthorized sign, notice, advertising or other writing on display, without any liability on its part and may charge the expense incurred in such removal to the Unit Owner responsible for the violation.

5. **Objectionable Odors or Noises.** No Unit Owner nor occupant shall permit any objectionable odors to be generated or produced upon or about any unit, nor shall allow, make or permit to be made any disturbing noises which may interfere with other occupants of the building or the property or their invitees.

6. **Use of the Property.** No Unit Owner nor occupant of a unit shall permit or allow the office or offices within a unit to be used for any purpose other than the conduct of a professional activity ordinarily engaged and operated by physicians, dentists, healthcare



• providers, attorneys, accountants, insurance agencies, architects, engineers, real estate brokers and such other professions that are not commonly referred to as retailers, trades or commercial businesses.

7. Dangerous Substances. No combustible, flammable, explosive or chemical substance shall ever be brought, kept or stored on the property, except as may be approved in writing by the Association.

8. Keys. The Association may, at its discretion, establish a master key system, giving it access to all the units, in case of emergency and for maintenance and repair purposes, and if such system is established, it may not be offered without the prior written consent and approval of the Association.

9. Repairs and Maintenance. Each Unit Owner or occupant shall maintain and keep in good order and repair his/her unit in strict compliance with the Declarations, the By-Laws and these Rules and Regulations as they now exist or may be amended in the future. All repairs and maintenance required to be performed shall be done by contractors or suppliers approved by the Association. All Unit Owners or occupants shall clean the interior and exterior sides of all windows or glass doors in a unit at least once in the Spring and once in the Fall at the Unit Owner's or occupants' cost and expense.

10. Parking Lot. No overnight parking shall be permitted and parking of vehicles in the common areas shall be in the parking spaces as designated by the Association. No unsightly vehicles shall be permitted except as necessary during business hours.

11. Removal of Waste Materials. Garbage, trash or any other waste material shall be removed from each unit by the occupant or Unit Owner unless the Association arranges for such removal, in which event each Unit Owner or occupant of the unit shall abide by the rules and regulations pertaining thereto.

12. Storage. Common and Limited Common Areas of facilities shall never be used for storage of any property, goods or item of any nature or description.

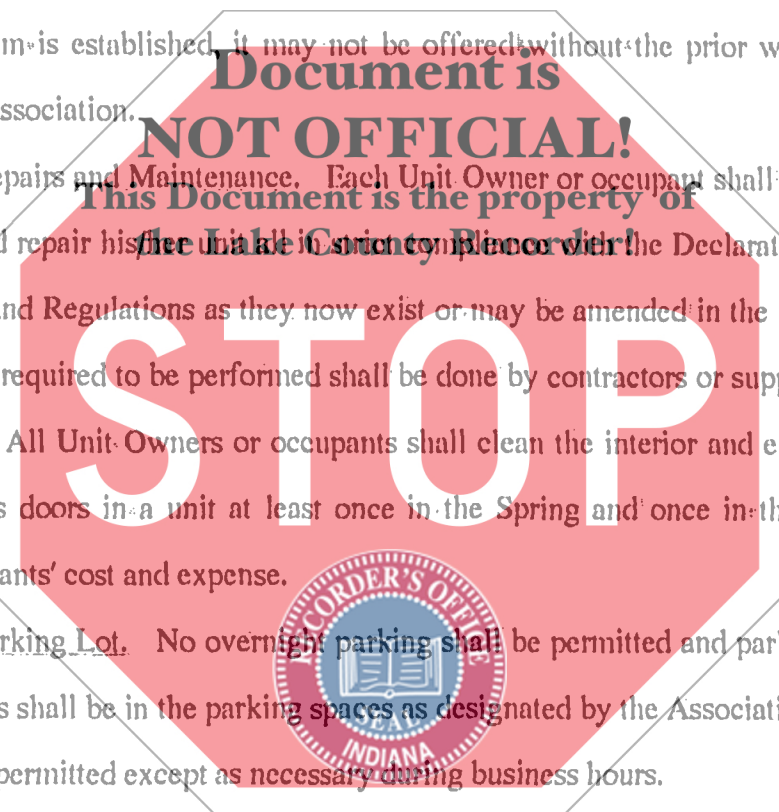


EXHIBIT
F

13. Repair and Maintenance of the Common and Limited Common Areas. All repairs and maintenance to the Common and Limited Common Areas shall be done in accordance with the provisions of the Declarations, the By-Laws, and these Rules and Regulations as may be promulgated from time to time.

14. Association's Right of Entry. The Association, its agents or representatives may enter at any time any unit for the purpose of inspecting such unit to determine the need for repairs or maintenance to be performed by the Association, if the Association is responsible for such maintenance or repairs under any provision of the Declarations, the By-Laws, or these Rules and Regulations. If practicable, the Association shall endeavor to notify the occupant of such inspection and the date and time of the same.

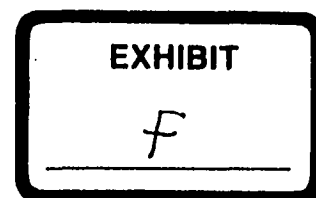
15. Securing the Premises. It shall be the responsibility of any Unit Owner or occupant when departing at the close of the business hours to see that all doors or other openings are securely locked.

16. Advertising and Solicitation. No commercial advertising or solicitation whatsoever shall be allowed on the property.

17. Pest Control. Any need for pest control within a unit is the Unit Owner's or occupants' responsibility.

18. Compliance with All Documents. Each Unit Owner or occupant shall always comply with all requirements of the Declarations, the By-Laws, and these Rules and Regulations as the same may be amended from time to time.

19. Renting of Units. No unit shall ever be rented for residential purposes of any duration whatsoever. A unit, however, may be rented for a period of not less than six (6) months for use by the Lessee as provided in the Declarations, the By-Laws and these Rules and Regulations, subject, however, to the condition that the Unit Owner shall always be held responsible for any and all infractions by his/her tenant. All leases shall be in a form and contain the terms and provisions approved by the Association and further provide that the Lessee has received a copy of all pertinent documents and agrees to comply with all terms and conditions



therein stated. All other leases shall be void and the Association reserves the right to evict all occupants having possession under any form of lease not approved by the Association and further pursue all legal or equitable remedies that the Association may have. A copy of the proposed lease shall always be submitted to the Association for its approval.

20. Amendments. These Rules and Regulations may be changed or amended by the action of the Board of Directors.

THESE RULES AND REGULATIONS WERE ADOPTED AND APPROVED this 26th day of January, 1993, by the Board of Directors of 8550 Broadway Professional Center Association, Inc.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!
STOP
JOSEPH ROIG
KATHLEEN ROIG
HASSAN I. ALSHEIK

The undersigned being the duly elected director and secretary of 8550 Broadway Professional Center Association, Inc., does hereby certify under the penalties of perjury that the above and foregoing Condominium Rules and Regulations of said corporation were duly adopted by the unanimous action of the board of directors.

Dated: 1/26/93

Kathleen Roig
KATHLEEN ROIG

EXHIBIT
F