

93054645

FAWN RUN CONDOMINIUMS PHASE 2

ALL PLATTED FROM KEY 13-458-3
DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER.

EXHIBIT "B"

RETURN TO:

DECLARATION OF CONDOMINIUM
FOR
FAWN RUN CONDOMINIUMS PHASE 2
A HORIZONTAL PROPERTY REGIME

BILL MC CABE
CENTURY-21 MC CARTHY
P. O. BOX 295
ST. JOHN, INDIANA 46373

AUG 20 1993

NEW KEY 13-578-1704

Gene N. Antos
AUDITOR LAKE COUNTY

UNITS 2320, 2322, 2324, 2326

AFFECTING THE LAND AND ALL IMPROVEMENTS THEREON, KNOWN AS FAWN RUN CONDOMINIUMS PHASE 2, SCHERERVILLE, INDIANA, INCLUSIVE, A CONDOMINIUM LYING AND BEING IN THE COUNTY OF LAKE AND STATE OF INDIANA AND DESCRIBED AS FOLLOWS

3, DEERPATH TOWNHOMES, AN ADDITION TO THE TOWN OF SCHERERVILLE, INDIANA AS SHOWN IN PLAT BOOK 65, PAGE 48 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.



Whereas, Bank of Highland Trust #13-3099 as owners in fee simple of the property (hereinafter referred to as the developer) have built buildings on the aforesaid property, containing a total of 12 apartments or condominium units and 4 garages, and other appurtenances and facilities, all as hereinafter described; and

Whereas, by this declaration it is intended that the above described improvements and real estate, with the provisions herein contained, shall nevertheless be subject to the "Horizontal Property Law" of the State of Indiana, being Acts of 1963, Chapter 349, Section 1, Page 878; 1977, P.L. 308, Section 1, Page 1395, as amended, the same being I.C. Section 32-1-6-1, et seq.; and

Whereas, a condominium is a method of ownership which, when applied to a multi family dwelling, provides for a separate title to each residential unit, which title shall consist of an apartment and an undivided interest in and to all of the property that remains other than apartments; and

Whereas, notwithstanding such separation of title, however, the owners by placing the condominium plan into effect, will own with others common area property, including, without intending to limit the same to such elements thereof as the corridors, parking lots, landscaped

93054644

LIBER 075 PAGE 02

STATE OF INDIANA DEPT. OF REVENUE
LAKE COUNTY RECORDER
FILED FOR RECORD
AUG 20 11 17 AM 1993
SANDY L. CLICH
RECORDER

01256

9900

areas and related facilities used and controlled in a matter consistent both with the needs and desires of the residents and the community in which the property is located; and

Whereas, it is desirable, therefore, that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements the Corporation hereinafter referred to, and its Board of Directors, shall have the right and duty to effect the purposes of the condominium.

DECLARATION

Developers hereby declare on behalf of themselves, their successors, grantees and assigns and to their grantees and their respective heirs, successors and assigns, as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The property from and after the date of the recording of this Declaration in the Public Records of Lake County, Indiana, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated, amended or abandoned in accordance with the provision wherein elsewhere contained.

1. DEFINITIONS

As used herein or elsewhere in the condominium documents, unless otherwise provided or unless the context requires otherwise, the following terms shall be defined as in this article provides.

A. Apartment: an enclosed space consisting of one or more rooms occupying all or a part of a floor in a building of one or more floors or stories, and designed for residential use and separately described and designated on the floor plans filed in the Office of the Recorder of Lake County, Indiana, which term shall be deemed synonymous throughout this Declaration with "Condominium Unit" or "Unit".

B. Apartment Owner or Co-Owner: must be a natural person or natural persons who own or owns an apartment within the building in fee simple or an undivided interest in fee simple estate of the common and limited common areas and facilities in the percentage specified in the establishment of this Declaration.

C. Assessment: That portion of the cost of maintaining, repairing and managing the Property which is to be paid by each co-owner, which respective portions, except as herein specifically otherwise provided, are set forth in the Articles of Incorporation and the Bylaws of the Corporation.

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

E. Common Area and Facilities: means and includes:

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

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

1. Maintenance, management, operation, repair and replacement of the common areas and facilities and limited common areas and facilities and those parts of the apartment units pursuant to other provisions hereof, it is the responsibility of the Corporation to maintain, repair and replace;
2. Management and administration of the Corporation, including without limiting the same to compensation paid by the Corporation to a managing agent, accountants, attorneys and other employees if any;
3. All sums lawfully assessed against the apartment owners by the condominium.
4. Expenses agreed upon as common expenses by the corporation.
5. Any other items held by or in accordance with other provisions of this Declaration, the Condominiums Documents or required by statute.

G. COMMON PROFIT: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

H. CONDOMINIUM DOCUMENTS: This Declaration and the exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A. Consisting of Site Plan including all levels, location survey and filed for record in the Office of the Recorder of Lake County, Indiana.

Exhibit B. By-Laws of said Corporation

Exhibit C: Rules and Regulations of said Corporation

I. CORPORATION: FAWN RUN CONDOMINIUMS, Inc. and its successors, a corporation not-for-profit, organized under the laws of the State of Indiana.

J. DECLARATION: This instrument by which the property is submitted to the provisions of the Horizontal Property Law of the State of Indiana and as such Declaration from time to time may be lawfully amended.

K. DEVELOPER: Bank of Highland Trust 13-3099/Rottier Builders

L. LIMITED COMMON AREAS AND FACILITIES: Means and includes those common areas and facilities designated in the Declaration as reserved for apartments, and shall include the following:

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

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

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

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

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

Q. SHARE: The percentage attributed to each apartment.

II. USE OF COMMON AND LIMITED COMMON AREAS AND FACILITIES

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

A. Covenant Against Partition: In order to effectuating the intent hereof and to preserve the condominium and the condominium method of ownership, the Property shall remain undivided and no person, irrespective, of the nature of his interest in the property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provision wherein elsewhere contained or until the building is no longer tenatable, whichever occurs first.

B. Rules and Regulations Promulgated by Corporation: No person shall use the common areas or facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Corporation. Without in any manner intending to limit the generality of the foregoing, the Corporation shall have the right but not the obligation to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Corporation and their families, guests, invites and servants.

C. Repair of Common and Limited Common Areas and Facilities: Maintenance, repair, management and operation of the common and limited common areas and facilities shall be the responsibility of the Corporation, but nothing herein contained however, shall be construed so as to preclude the corporations of its choice, such duties as may be imposed upon the Corporation by the terms of this sub-article II (C), and as are approved by the Board of Directors of the Corporation.

D. Collection of Expenses: Expenses incurred or to be incurred for the maintenance, repair, management, and operation of the common and limited common areas and facilities shall be collected from apartment owners as assessed, in accordance with provisions contained elsewhere herein.

E. Use of Common and Limited Common Areas and Facilities: Subject to the rules and regulations from time to time pertaining thereto, all apartment owners may use the common areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other apartment owners.

F. Alterations and Improvements: The Corporation shall have the right to make or cause to be made such alterations and improvements to the common and limited common areas and facilities as may be deemed necessary, provided the making of such alterations and improvements are first approved by the Board of Directors of the Corporation, and if required by law or contract, the approval of

the first mortgagees of individual units shall be obtained. In the event apartment owners or co-owners request that alterations or improvements be made, the cost of making such alterations and improvements shall be assessed as common expenses, unless in the judgment of not less than seventy five(75%) percent of the Board of Directors, such alterations and improvements are exclusively or substantially exclusively for the benefit of the apartment owner or owners or co-owners shall be assessed therefor in such proportions as they approve jointly and failing such agreement, in such proportions as may be determined by the Board of Directors of the Corporation.

G. Shares of Apartment Owners:

The shares of the apartment owners in the common areas, limited common areas and facilities shall be an undivided 1/4th of the total project as stated in exhibit "A" annexed hereto and may be altered only by amendment hereof executed in a form for recording by all of the apartment owners and first mortgagees of such units. No such alteration shall affect lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded. Said shares are a percentage interest based upon the number of units owned in relation to the number of all such units in the Condominium.

H. Interest in Common Areas and Facilities:

The share of an apartment owner in the common and limited common areas and facilities is appurtenant to the apartment owned by him, and inseparable from apartment ownership.

III. MAINTENANCE AND REPAIR OF APARTMENTS OR CONDOMINIUM UNITS

A. By the Corporation. The Corporation, at its expense, shall be responsible for the maintenance, repair and replacement of:

1. All portions of the Apartment which contribute to the support of the Building, excluding, however, plaster or interior walls and ceilings, and floor surfaces, and including, without intending to limit the same to, outside walls of the building, including glass, structural slabs, walls of the Building, walls of the limited common areas and facilities and that part of the wall between apartments excepting plaster and floor surfaces, and load-bearing walls;

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

3. All of the electrical system up to but not including the circuit breaker panel of each apartment; and the owner shall be responsible for the electrical system from and including said panel;

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

B. By the Apartment or Unit Owner.

The responsibility of the apartment or unit owner shall be as follows:

1. To maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Corporation; provided that the owner shall secure the prior written approval of the Corporation as to the person, firm or corporations selected by the owner to perform the maintenance, repair or replacement on behalf of the owners
2. To perform his responsibilities in such a manner so as to not unreasonably disturb other persons residing within the building;
3. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the apartment, unless the written consent of the Corporation is obtained;
4. To promptly report to the Corporation or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Corporation;
5. Not to make any alterations in the portions of the apartment or the building which are to be maintained by the Corporation, or to remove any portion thereof, or make any additions or alterations thereof, including the removal, without replacing, carpeting, or to do anything which would or might jeopardize or impair the safety, soundness or soundproofing of the building without first obtaining the written consent of the Board of Directors of the Corporation, and if required by law or contract, the first mortgagee of the individual unit, nor shall any apartment owner impair any easement without first obtaining the written consents of the Corporation and of the apartment owner or owners for whose benefit such easement exists

C. Limitation as to Damages.

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

IV. APARTMENTS OR UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real property. Each apartment or unit, together with the space within it as shown of the plans attached hereto as Exhibit "A", and together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

B. Boundaries. Each apartment or unit shall be bounded as to both horizontal and vertical boundaries as shown on the plans attached as Exhibit "A", subject to such encroachments as are contained in the building whether the movement of the building, or permissible repairs, reconstruction or alterations, said boundaries are intended to be as follows:

1. Horizontal Boundaries:

- a. the face surface of the plaster ceiling above and abutting the apartment or unit;
- b. the top of the concrete slab below and abutting the apartment or unit.

2. Vertical Boundaries:

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

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

1. Common and Limited Areas and Facilities: an undivided share of the common and limited common areas and facilities, such undivided share to be in that portion set forth in Exhibit "A";

2. The heating and air conditioning units including ducts and lines, which units are designed to serve each separate apartment;

3. Easements for the benefit of the apartment;

4. Corporation membership and funds and assets held by the Corporation for the benefit of the apartment owner;

5. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other apartments;

6. In addition to and not in derogation of the ownership of the space described in the plans attached hereto as Exhibit "A", an exclusive easement for the use of the space not owned by the apartment owner and which is occupied by the apartment, which easement shall exist until the earlier of such times as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is not longer tenatable;

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

a. Ingress and Egress. Easements through the common areas and facilities for ingress and egress for all persons making use of such common areas and facilities in accordance with the terms of the Condominium Documents.

b. Maintenance, Repair and Replacement. Easements through the apartments and common areas and facilities for maintenance, repair and replacement of the apartments and common areas and facilities. Use of these easements, however, for access to the apartments shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

c. Structural Support. Every portion of an apartment which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common and limited common areas and facilities.

d. Utilities. Easements through the apartments and common areas and facilities for all facilities for the furnishing of utility and communication services within the building, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an apartment shall be only substantially in accordance with the plans and specifications of the building.

e. Emergency Easements of Ingress and Egress. Easements over all patios and balconies whenever reasonably required for emergency ingress and egress. Apartment owners shall install or allow to be installed locks, security devices or other things which will or might impair such easements only in accordance with the promulgated by the Corporation.

V. USE RESTRICTIONS

In order to provide for a congenial occupation of the Building and to provide for the protection of the values of the apartments, the use of the property shall be restricted to and be in accordance with the following provision:

A. USE of APARTMENTS.

The apartment shall be used for single family residences only.

B. Use of Common and Limited Common Areas and Facilities.

The common areas and facilities shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the apartments.

C. Approval by Corporation.

All apartment owners shall have the right to sell, transfer or otherwise convey ownership of their unit. There shall be no rights of first refusal expressed or implied in this declaration.

D. Nuisances.

No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residences or which interferes with the peaceful possession and proper use of the property by its residents.

E. LAWFUL USE; No immoral, improper, offensive or unlawful use

shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Corporation in complying with the requirements of governmental bodies which requires maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirement.

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

G. RULES AND REGULATIONS: Rules and Regulations concerning use of the property may be promulgated by the Corporation as hereinabove set forth, provided, however, that copies of such regulations are furnished to each apartment owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Corporation, are attached hereto and made a part hereof as exhibit "D". Such regulations shall not impair or limit the rights of mortgagees as elsewhere recited.

VI. LEASING

The leasing of apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein elsewhere contained, or until the building is no longer tenantable, whichever first occurs

A. SALE OR LEASE:

No unit may be leased without approval of the Board of Directors of the Corporation, except as elsewhere provided herein, which approval shall be obtained in the manner hereinafter provided. In addition, no lease shall have an initial term of less than 90 days. This provision shall not apply to the developer of this Condominium Development for so long as he holds title to at least one (1) unit.

1. NOTICE TO CORPORATION:

A Condominium owner intending to lease his apartment or interest therein shall give notice to the Corporation of such intention, together with the name and address of the intended lessee, such other information as the Corporation reasonably may require and the terms of the proposed lease. The terms of such notice shall constitute a warranty and representation by the apartment owner to the Corporation and any lessee produced by the Corporation as hereinafter provided, that the apartment owner believes the proposal to be bona fide in all respects.

2. ELECTION OF CORPORATION:

Within 30 days after receipt of such notice, the Board of Directors of the Corporation shall either approve or disapprove the lessee and give notice thereof to the person desiring to lease his condominium. The approval of the Board of Directors of the Corporation shall be in recordable form, signed by any two members of the Board, and shall be delivered to the lessee. The failure of the Corporation to act within

such 30 day period shall be deemed to constitute approval, following which the Corporation nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The condominium owner giving such notice shall be bound to consummate the transaction with such lessee as may be approved and furnished by the corporation

B. MORTGAGE:

The Condominium owner may mortgage his apartment or any interest therein without the approval of the Corporation at any Bank, Life Insurance Company. The approval of any other mortgagee may be upon the conditions determined by the Board of Directors of the Corporation.

VII. ADMINISTRATION.

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

A. Organization of Corporation.

The Corporation shall be incorporated under the name of FAWN RUN Condominiums, Inc. as a corporation not-for-profit under the laws of the State of Indiana of which a copy is attached as Exhibit "B"

B. By-Laws of Corporation.

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

C. Powers of Corporation.

The duties and powers of the Corporation shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Corporation and this Declaration; provided, however, that if there are conflicts or inconsistency between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of the Declaration shall prevail and the apartment owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Corporation shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Corporation which are granted by or to be exercised in accordance with the provisions of this Declaration required the act or approval of the Board of Directors of the Corporation, such act or approval must be that of the Board done or given in accordance with the By-Laws.

D. Notices.

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

E. Title to Funds.

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

F. Use of Income.

All income received by the Corporation from the rental or licensing of any part of the common areas and facilities (as well as such income anticipated) shall be used for the purpose of reducing prospective common expenses prior to establishing the annual assessment for common expenses.

VIII. INSURANCE

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

A. Purchase

The insurance, other than title insurance and Declarant's "builder risk" coverage, shall be purchased by the Association through an insurance company having authority to do business in the State of Indiana and having been in existence for a minimum of (3) three years. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Proof of payment shall be available to all owners and mortgagees upon reasonable and proper request. In all negotiations, purchase and settlement procedures, the Board shall represent the Association. Said insurance shall provide coverage as listed in paragraph B.

B. Coverage:

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

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

Said casualty insurance shall insure all buildings and other improvements upon the land and all personal property as may be owned by the Association. The above described property shall be insured for the full insurable replacement value of such property. Said insurance shall cover each Unit, heating and air conditioning units and all bathroom and kitchen fixtures originally installed by Declarant, but not including carpeting, drapes, wall covering, fixtures, furnishings or other personal property of the Owner.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of prorata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including all mortgagees of Units.

All policies of physical damage shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of the first mortgage on the Units.

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

3. Workmans compensation policy to meet the requirements of law.

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

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

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

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

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

2. If the damage for which the proceeds are paid is to be repaired or reconstructed according to the provisions of this Declaration, the remaining proceeds shall be used to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be

distributed to an Association Reserve Fund, or at the option of the Board, divided among the Owners in proportion to their common Ownership percentages.

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

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

Document is
NOT OFFICIAL!
RECONSTRUCTION OF REPAIR OF CASUALTY LOSS

A. COMPULSORY RECONSTRUCTION AND REPAIR: Whenever portions of the common areas and facilities suffer casualty damage, reconstruction of said damaged areas shall be compulsory unless the damage is equal to or exceeds two-thirds (2/3rds) of all the Units. However, should the total damage from a single casualty or disaster be limited to one condominium structure and should said damage render seventy five (75) percent or more of the Units therein untenable, the members of the Association may call a meeting prior to commencement of reconstruction and, by a unanimous written vote, preclude reconstruction of said condominium provided the following conditions are met:

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

2. The minutes of said meeting contain proof that all mortgagees having a recorded interest in those Units within the damaged condominium were given notice 40 hours prior to said meeting of the Associations intent to vote on the reconstruction of the damaged condominium;

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

B. OPTIONAL RECONSTRUCTION AND REPAIR: Whenever portions of the Common Areas and Facilities suffer casualty damage which renders two thirds (2/3) or more of the units untenable, reconstruction and repair shall not proceed unless at a meeting which shall be called within one hundred twenty (120) days after the occurrence of the casualty the Unit Owners whose voting percentages total seventy five (75) percent or more of the total voting percentages, vote in favor of such reconstruction or repair. In the event that said meeting is not held within one hundred twenty (120) days from the date of damage or destruction, the property and

the provisions herein shall be subject to the specific provisions of the Act. Any result of such vote should be certified, and said certification should be presented to the Insurance Trustee as soon as practicable. The Insurance Trustee may rely upon the certification as to whether or not the damaged property is to be reconstructed.

C. MANNER OF RECONSTRUCTION AND REPAIR: Reconstruction or repair pursuant to the Article shall be substantially in accordance with the plans and specifications, and of the same quality and in the same style of the original construction. Encroachments upon or in favor of the Units which may be created as a result of said reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

D. PROCEDURES FOR RECONSTRUCTION AND REPAIR: Reconstruction and repair after casualty shall be the responsibility of the Association acting through its Board of Directors, except in the case of damage to portions of only one unit which the Owner is responsible for maintaining and repairing as provided; in which case said Owner shall be responsible for reconstruction and repair of casualty. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in condition as good or better as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board desires.

E. ASSESSMENTS FOR RECONSTRUCTION AND REPAIR: If proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during or upon completion of said reconstruction or repair the funds for the payment at the costs thereof are insufficient assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each owners percentage of ownership in the common areas.

F. SURPLUS: It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the apartment owners and their mortgagees who are the beneficial owners of the fund. v. When the damage is to both common areas and facilities and apartments, the insurance proceeds shall be applied first to the cost of repairing the common areas and facilities, and the balance to the apartments in the shares prior stated.

G. INSURANCE ADJUSTMENTS: Each apartment owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Corporation except in any case where the damage is restricted to one apartment, subject to the rights of mortgagees of such apartment owners.

X. TAXES AND SPECIAL ASSESSMENTS

A. Assessment of Taxes. Taxes, assessments and other charges of the State of Indiana, or any political subdivision, of any special improvement district or of any other taxing or assessing authority shall be assessed against and collected on each individual apartment and shall be paid by each owner.

B. Payment By Corporation. During the period of time the taxes and special assessments and other charges upon the property or any portion thereof are not assessed to individual apartment owners as aforesaid, the taxes, assessments and other charges not separately assessed to apartment owners shall be included in the budget of the Corporation and shall be paid by the Corporation. The Corporation shall assess each apartment owner in accordance with the percentage of ownership specified herein.

XI. ASSESSMENTS

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

A. Share of expense
Common expenses -- Each Apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in a like share.

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

C. Accounts.
All sums collected by the Corporation from assessments may be co-mingled in a single fund but they shall be held for the apartment owners in the respective shares in which they are paid and shall be credited to accounts

from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

1. Common Expense Account -- to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of common areas and facilities;

2. Alteration and Improvement Account -- to which shall be credited all sums collected for alterations and improvement assessments;

3. Reconstruction and Repair Account -- to which shall be credited all sums collected for reconstruction and repair assessments;

4. Emergency Account -- to which shall be credited all sums collected for emergencies.

D. Assessments for Common Expenses.

Assessments for common expenses shall be paid by each apartment or unit owner on a monthly basis; the amount so paid shall be set by the Board of Directors and shall be based upon the amount of the estimated or projected common expenses for the year; the amount to be paid shall be paid on the first day of each month to the Treasurer of the Corporation; the total amount each individual apartment or unit owner shall pay shall be based upon the share interest of each unit as set forth in Exhibit "A".

E. Other Assessments.

Other assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Corporation.

F. Assessments for Emergencies.

Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Board of Directors of the Corporation.

G. Assessments for Liens.

All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or upon any portion of the common area and facilities, shall be paid by the Corporation as a common expense and shall be assessed against the apartments in accordance with the shares of the apartments concerned or charged to the common expense account, whichever in the judgment of the Board of Directors is appropriate.

H. Assessment Roll.

The assessments against all apartment or unit owners shall be set forth upon a roll of the apartments which shall be available in the Office of the Corporation for inspection at all reasonable times by apartment owners or their duly authorized representatives. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Corporation as to the status of an apartment owner's assessment account shall limit the liability of any

person for whom made other than the apartment owner. The Corporation shall issue such certificate to such persons as an apartment owner may request in writing.

I. Liability for Assessments.

The owner of an apartment or condominium unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common area and facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for the assessments coming due after acquisition of title and for that portion of due assessments prorated to the period after the date title is acquired. Such a purchase as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

J. Lien for Assessments.

The unpaid portion of an assessment which is due shall be secured by a lien upon

1. The apartment or condominium unit and all appurtenances thereto, and shall constitute a lien from the time of such common expenses prior to all other liens except only

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

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

2. The Board of Directors shall perfect such lien by filing notice of the same within sixty (60) days from the date such assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanic's and materialmen's liens. In any such foreclosure, the delinquent owner may be required to pay a reasonable rental for the apartment or unit, and the Corporation in such foreclosure shall be entitled to the appointment of a receiver to collect such delinquent assessment. The Corporation may, in addition to such a money judgment for unpaid common expenses and such action shall not constitute a waiver of the lien securing such unpaid assessment.

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

K. Application of Payments.

1. Interest, Application of Payments.

Assessments and installments thereof paid on or before eight (8) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid.

All payments upon account shall be applied first to interest and then collected shall be credited to the common expense account.

2. Suit and Collection Costs.

The Board of Directors of the Corporation at its obtain may enforce collection of delinquent assessments by actions at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and the delinquent owner shall be assessed interest at the rate of ten (10%) percent per annum and all costs including collection fees, reasonable attorney's fees and the costs of the suit or proceedings.

XII. COMPLIANCE AND DEFAULT

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

A. Legal Proceedings.

Failure to comply with any of the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto, shall be ground for relief which may include, without including the same, to an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Corporation or if appropriate, by an aggrieved apartment owner.

B. Liability of Owner.

All apartment or condominium unit owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of the insurance carried by the Corporation. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. Costs and Attorney Fees: In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

D. No Waiver of Rights: The failure of the Corporation of an apartment or unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Corporation or apartment owner to enforce such right, provision, covenant or condition in the future.

E. No Election of Remedies: All rights, remedies and privileges granted to the Corporation or any apartment owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional

rights, remedies or privileges as may be granted to such party by the Condominium Documents, or at law or in equity.

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

XIII. AMENDMENT

Except for alterations in the shares which cannot be done except with the consent of all apartment owners whose shares are being affected, and their mortgages, the Condominium Documents may be amended in the following manner:

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

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Corporation or by the apartment or unit owners meeting as member of the Corporation, and after being proposed and approved by either of such bodies, must be approved by others. Directors and apartment owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than sixty seven (67) percent of the Directors and sixty seven (67) percent of the apartment owners and their mortgagees..

3. The consent of owners to which at least 67 percent of the votes in the owners association are allocated and the approval of eligible holders of first mortgages on units to which at least 51 percent of the votes of units subject to a mortgage appertain, shall be required to materially amend any provisions of the declaration, by-laws or equivalent documents of the condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

Voting, assessments, reserves for maintenance or repair of common elements, insurance, rights of use of common elements, responsibility for maintenance and repair, expansion or contraction of the condominium regime, boundaries of any unit, interests in common elements, leasing units, or imposition of any right of first refusal.

4. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Corporation as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Lake County, Indiana. Copies of the same shall be sent to each apartment owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

5. Expandable Condominiums: The declarant shall maintain the right to expand the condominium. The expansion shall not affect the statutory validity of title to the units. No additional property may be added to the existing condominium without the prior written consent of any agency that holds, insures or guarantees any mortgage at the time such property is added. All improvements on the property to be added shall be substantially completed before such property is added to the existing condominium. Liens arising in connection with the declarant's ownership of and construction of improvements upon, must not adversely affect the rights of existing unit owners or the priority of first mortgages on units in the existing condominium property. All taxes and other assessments relating to the property must be paid or otherwise satisfactorily provided for by the declarant. The declarant's right to expand the condominium shall expire five years from the date of recording the declaration. Upon expansion, the unit owners interest shall remain an undivided interest with ownership and voting shares in proportion to the number of units owned in relation to the number of units in the condominium regime.

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

XIV. TERMINATION

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

A. By Agreement. The termination of the Condominium may be effected by the agreement of all apartment owners and first mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Office of the Recorder of Lake County, Indiana.

B. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Corporation certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Office of the Recorder of Lake County, Indiana.

C. Shares of Apartment Owners After Termination: After termination of the Condominium, the apartment or unit owners shall own the property as tenants in common, in undivided shares, and the holders of mortgages and liens against the apartment or apartments formerly owned by such apartment owners shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment or unit owners shall be as set forth in Exhibit "A". All funds held by the Corporation and insurance proceeds, if any, shall be and continue to be held jointly for the apartment owners and their first mortgagees in proportion to the amount of the assessments paid by each apartment owner. The costs incurred by the Corporation in connection with a termination shall be a common expense.

D. Sale After Termination: Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Corporation, following a termination by not less than three fourths (3/4) vote of the owners, determines to accept an offer for the sale of the property, each apartment or unit owner shall be bound to execute such deed and other documents reasonably required to affect such sale at such times and in such forms as the Board of Directors direct. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

E. Agents of Owners: The members of the Board of Directors acting collectively as agents for all apartment owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the corporation itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to, every apartment and the appurtenances thereto; and every apartment owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

XVI. LIENS

A. Protection of Property. All liens against an apartment, other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty days from the date the lien attaches. All taxes and special assessments upon an apartment or unit shall be paid before becoming delinquent.

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

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

D. Effect. Failure to comply with this article concerning liens will not effect the validity of the same.

E. Register of Mortgages. The Corporation shall maintain a register of all permitted mortgages.

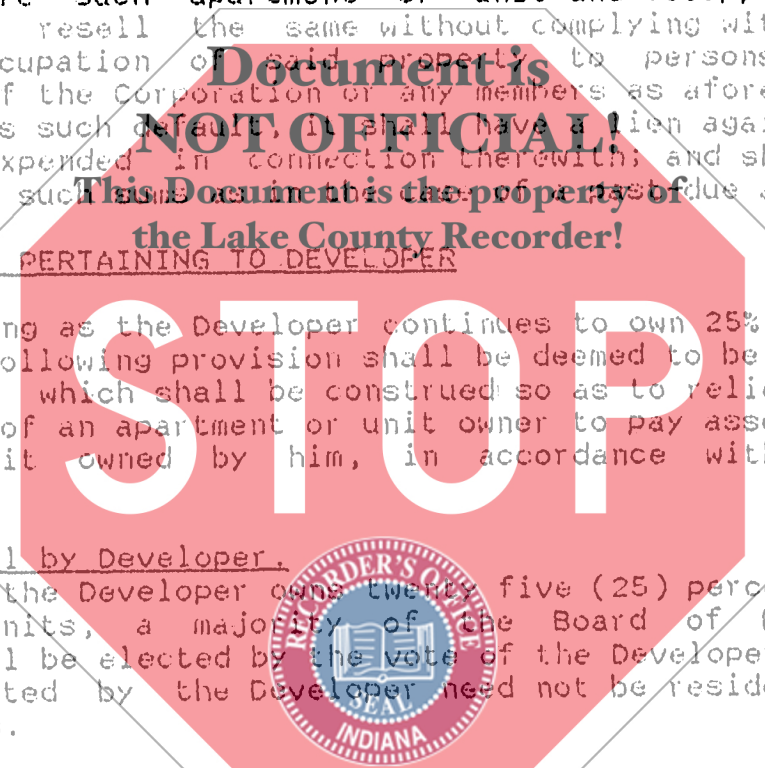
XVII. JUDICIAL SALES

A. Judicial Sales. No judicial sale of any apartment or unit, nor the interest therein, shall be valid unless the sale is to a purchaser approved by the Board of Directors of the Corporation, which approval shall be in recordable form and shall be delivered to the Office of The Recorder of Lake County, Indiana.

B. Unauthorized Transactions. Any sale mortgage or lease which is not authorized pursuant to the terms of this Declaration, or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Corporation.

C. Foreclosure. In the event proceedings are instituted to foreclose any mortgage on any apartment, the Corporation, on behalf of one or more apartment owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due to the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgagee, and in case of such redemption by the Corporation, the Corporation thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the apartment in

settlement, and satisfaction of said mortgage, or to foreclose the mortgage in accordance with the terms thereof, and the laws of the State of Indiana, and to bid upon said apartment at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Corporation, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the institution of foreclosure proceedings, during which thirty (30) days, the Corporation shall have the right to cure such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Corporation or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto from such mortgagee, or fail to redeem such mortgage, then and in that event, the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such apartment or unit and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Corporation. If the Corporation or any members as aforesaid redeems such mortgage or cures such default, it shall have a lien against the apartment for all sums expended in connection therewith; and shall have the same rights to collect such sums as the mortgagee has for its due assessment.



XVII. PROVISIONS PERTAINING TO DEVELOPER

For so long as the Developer continues to own 25% of the apartments or units, the following provision shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment or unit owner to pay assessment as to each apartment or unit owned by him, in accordance with the Condominium Documents.

A. Control by Developer.

For so long as the Developer owns twenty five (25) percent or more of the apartments or units, a majority of the Board of Directors of the Corporation shall be elected by the vote of the Developer and such members as may be elected by the Developer need not be residents, or owners of Condominium Units.

B. Absence of Warranty.

The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

XIX. INVALID OR UNENFORCEABLE PROVISION.

If any term, covenant, provision, phase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair, in any manner whatsoever, any other term provision, covenant, or element of the Condominium Documents.

XX. CONDOMINIUM UNIT DEEDS.

THIS INSTRUMENT is executed by BANK OF HIGHLAND, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in said document shall be construed as creating any personal liability on BANK OF HIGHLAND to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document thereof, it being understood that said Trustee merely holds title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary(ies) of said Trust. In event of such conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Nothing contained herein shall be construed as creating any liability on BANK OF HIGHLAND, personally, under the provisions of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (The Act) as amended from time to time, or any Federal, state or Local rule or regulation. BANK OF HIGHLAND, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

DATED:

ATTEST:

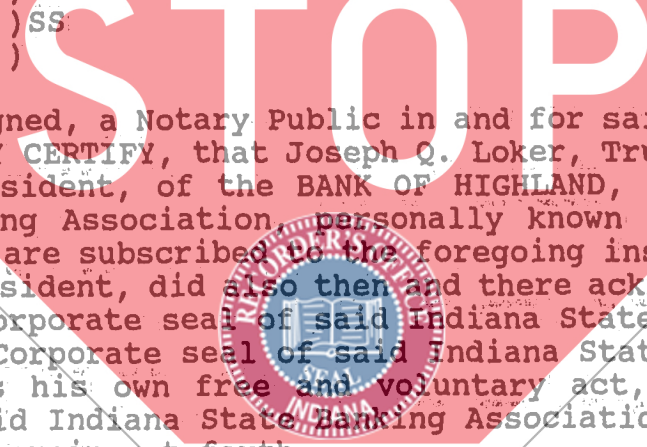
Don L. Harris, Vice President

BANK OF HIGHLAND, TRUSTEE OF TRUST

Joseph Q. Loker, Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)



I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Joseph Q. Loker, Trust Officer and Donald L. Harris, Vice President, of the BANK OF HIGHLAND, Highland, Indiana, an Indiana State Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President, did also then and there acknowledge that they, as custodians of the Corporate seal of said Indiana State Banking Association, did affix the said Corporate seal of said Indiana State Banking Association to the foregoing as his own free and voluntary act, and as the free and voluntary act of said Indiana State Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 5th day of August, 1993.

Deborah A. Rollo
NOTARY PUBLIC

DEBORAH A. ROLLO
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES APRIL 4, 1995

My commission expires _____
Resident of _____ County.

Any transfer of an apartment or unit shall include all appurtenances thereto whether or not specifically described.

XXI. CAPTIONS.

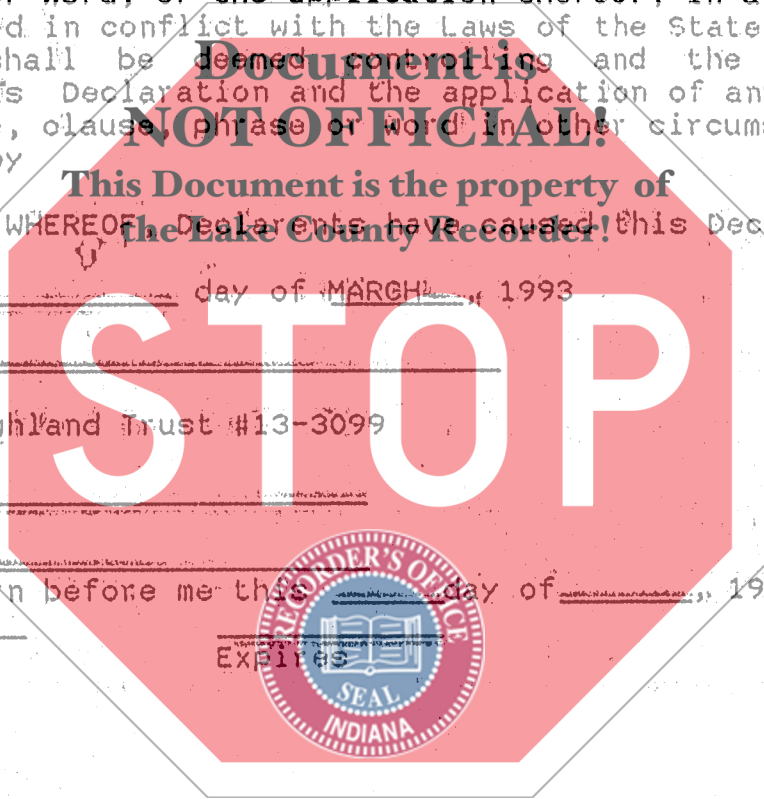
Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in constructing the effect or meaning of any of the text of the Condominium Documents.

XXII. GENDER, SINGULAR, PLURAL.

Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

XXIII. SEVERABILITY.

If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances, be judicially held in conflict with the Laws of the State of Indiana, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby



IN WITNESS WHEREOF, the Declarants have caused this Declaration to be

executed this _____ day of MARCH, 1993

Bank of Highland Trust #13-3099

Subscribed and sworn before me this _____ day of _____, 1993.

NOTARY

SEAL

EXHIBIT "B"

BY-LAWS
OF

FAWN RUN CONDOMINIUMS PHASE 2

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

1. IDENTITY

These are the By-Laws of the FAWN RUN CONDOMINIUMS PHASE 2, Inc., a Corporation Not-For-Profit under the Laws of the State of Indiana, the Articles of Incorporation of which were filed in the Office of the Secretary of State on , 1993 and subject to Charter granted by the Secretary and the Declaration affecting the land and all improvements thereon known as FAWN RUN CONDOMINIUMS PHASE 2, INC, Schererville, Indiana. The Corporation has been organized for the purpose of administering a condominium upon the following land in Lake County, Indiana.

LOT 3, DEERPATH TOWNHOMES, AN ADDITION TO THE TOWN OF SCHERERVILLE, INDIANA AS SHOWN IN PLAT BOOK 65, PAGE 48 IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.

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

2. MEMBERS

(a) The annual members meeting shall be held at the office of the Corporation or a designated unit in the complex at 8:00 PM, Central Standard time on May 15th of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

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

(c) Notice of all members meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Corporation, and shall be mailed not less than sixty days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

(d) A quorum at members meetings shall consist of persons entitled to cast a majority of the vote of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining quorum.

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

(f) Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, and must be filed with the Secretary before the appointed time of the meeting.

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

(h) Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

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

3. DIRECTORS.

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

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

1. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Corporation. Nominations for directorships and directors may be made from the floor. The election shall be by ballot, unless dispensed with by unanimous consent, and there shall be no cumulative voting.

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

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

(c) The term of each Directors service shall extend until the next annual meeting of the members, and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

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

(e) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, at least least days prior to the day named for such meeting, unless such notice is waived.

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

(g) Waiver of notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

(h) A quorum at Directors meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Declaration of the Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

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

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All the powers and duties of the Corporation shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Corporation, and the documents establishing the condominium. Such powers and duties of the governors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following.

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

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

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

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

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

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

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

(h) To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

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

(j) To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

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

5. OFFICERS

(a) The executive officers of the Corporation shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Secretary/Treasurer all of whom shall be elected annually by the Board of Directors and who may be re-elected by a vote of the Directors at any meeting. Any person may hold two or more offices, except that the president shall not be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Corporation.

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

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

(d) The Secretary/Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and other notices required by law. He shall have custody of the seal of the Corporation and affix the same to instruments requiring a seal when duly signed. The Secretary/Treasurer shall have custody of all property of the Corporation, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Corporation in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Secretary/Treasurer shall also have control over the approval of payment vouchers for work done on behalf of or at the specific instance and request of the Corporation. The payment vouchers shall be presented to the Secretary/Treasurer who shall verify the same with the maintenance director or committee.

6. FISCAL MANAGEMENT

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

(a) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(b) Budget

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

a. Common Expense Budget:

i. Maintenance and operation of common elements:

Street & Walkways

Parking Areas

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

2. Proposed assessments against each member:

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

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

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

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

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

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest addition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the Corporation or with the Statutes of the State of Indiana, or **This Document is the property of the Lake County Recorder!**

8. AMENDMENTS

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

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

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

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

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

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

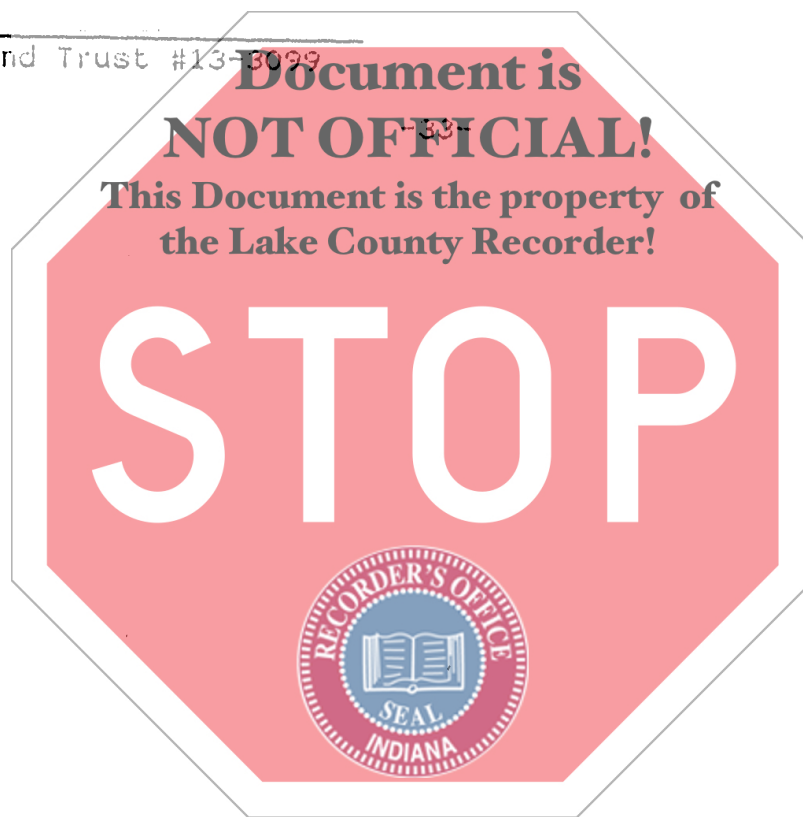
9. CONTROL BY DEVELOPER

Notwithstanding anything heretofore contained to the contrary, for so long as the Developer shall own twenty five percent of the units in the condominium development, a majority of the Board of Directors of the Association shall be elected by the vote of the Developer and such members as may be elected by the developer need not be residents, or owner of units.

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

Approved:

Bank of Highland Trust #13-3099



THIS INSTRUMENT is executed by BANK OF HIGHLAND, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that nothing in said document shall be construed as creating any personal liability on BANK OF HIGHLAND to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied including but not limited to warranties, indemnifications and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document thereof, it being understood that said Trustee merely holds title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary(ies) of said Trust. In event of such conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

Nothing contained herein shall be construed as creating any liability on BANK OF HIGHLAND, personally, under the provisions of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (The Act) as amended from time to time, or any Federal, state or Local rule or regulation. BANK OF HIGHLAND, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein, the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

DATED:

ATTEST:

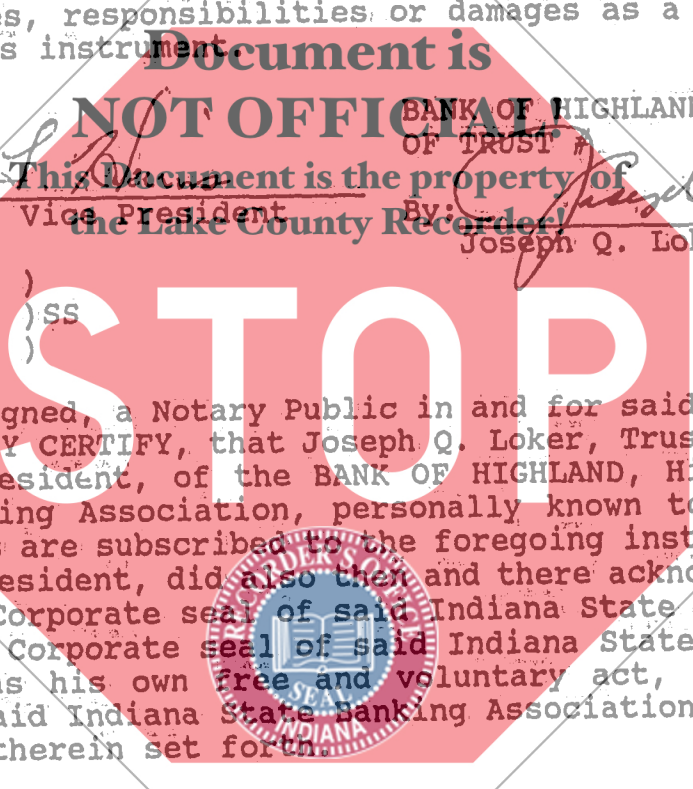
Don L. Harris, Vice President

BANK OF HIGHLAND, TRUSTEE OF TRUST #

By: Joseph Q. Loker, Trust Officer

STATE OF INDIANA

COUNTY OF LAKE



I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Joseph Q. Loker, Trust Officer and Donald L. Harris, Vice President, of the BANK OF HIGHLAND, Highland, Indiana, an Indiana State Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President, did also then and there acknowledge that they, as custodians of the Corporate seal of said Indiana State Banking Association, did affix the said Corporate seal of said Indiana State Banking Association to the foregoing as his own free and voluntary act, and as the free and voluntary act of said Indiana State Banking Association, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 5th day of August, 1993.

Deborah A. Follo
NOTARY PUBLIC

My commission expires
Resident of _____ County.

DEBORAH A. FOLLO
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXPIRES APRIL 4, 1995

"EXHIBIT C"

FAWN RUN CONDOMINIUMS PHASE 2, INC.

RULES & REGULATIONS

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

1. PETS:

No pets will be allowed in any building without prior approval of the Board of Directors. Under no circumstances shall dogs be allowed.

2. UNSIGHTLY OBJECTS:

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

3. WINDOW MAINTENANCE:

The interior side of the window in an apartment is the Owners responsibility. The common area glass is the responsibility of the Corporation.

4. MAINTENANCE OF PUBLIC AND PRIVATE HALLS:

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

5. EXTERNAL MAINTENANCE:

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

6. GARBAGE HANDLING:

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

7. EXTERNAL PARKING:

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

8. WINDOW AND SLIDING DOOR COVERINGS:

Draperies are the responsibility of the Owner; however, all front externally exposed areas of draperies must have white, off white linings or blinds unless waived by the Board of Directors.

9. PEST CONTROL:

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



10. INSURANCE:

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

11. FLOOR COVERINGS:

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

12. EQUIPMENT MAINTENANCE:

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

13. KEYS:

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

14. MINIMUM HEAT:

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

15. OCCUPANCY:

It is intended that one family occupy one unit with no more than two persons per bedroom. Each of the units shall be occupied for residential purposes only. No unit may be divided or subdivided into a smaller unit, nor any room or portion thereof sold, transferred or leased; transient tenants shall not be permitted, however owners, subject to any other provisions of this document, are free to let units as a whole, by written lease of no less than 6 months duration, as long as all other provisions in said condominium document concerning leases are met and lesse expressly agrees to comply with all provisions of the condominium document, rules and regulations, sub-letting is not permitted. The declarant, however, shall be entitled to lease a Unit for a period of less than one year.

16. NOISE:

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

17. TV MAINTENANCE:

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

18. DELIVERIES:

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

19. SIGNS:

Signs or advertising for any reason are prohibited. For sale signs are allowed only by the Declarant and/or his agent.

20. LAWNS:

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

