

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

NOTICE OF LIEN

TO: BONNIE BROTHERS
6429 W 146TH PLACE
CROWN POINT, IN. 46307

You are hereby notified that by authority given in that certain Ridgewood Townhomes Deed of Declaration ("Declaration"), dated October 10, 1973, and the By-laws of Ridgewood Townhome Owners Association, Inc. ("By-laws"), recorded in the Office of the Recorder of Lake County, State of Indiana, on October 17, 1973, as Document No. 225424, providing, inter alia, as follows:

REGULAR ASSESSMENTS. The Operating Budget shall be assessed upon the Owners in the proportion that the Number of units in the Development owned by each respective owner bears to the total number of Owned Units in the Owned Development. Such assessments shall be payable to the Association, or as the Association may direct, by such dates in monthly or quarterly installments as the Association may determine time to time. The Association shall serve written notice of such assessments on all Owners, which notice shall set forth the amount and date on which each such assessment (or installment thereof) shall become due and payable. Any funds accumulated in excess of the amounts set forth in the Operating Budget for the calendar year in question, at the option of the Association, shall be either credited to the next succeeding installments of Regular Assessments, or refunded to each of the Owners in the proportion that the number of Owned Units in the Development owned by each respective Owner bears to the total number of Owned Units in Development.

SPECIAL ASSESSMENTS. The Association, at any time and from time to time, shall have the power to levy Special Assessments as hereinafter provided.

(a) **EXTRAORDINARY COMMON EXPENSE AND SHORTAGES.** If the sum of the balance of the Maintenance Fund and Fund collected and anticipated through Regular Assessments imposed in accordance with the Operating Budget, together with all other funds approximately available

17.00
1382

shall be inadequate for any necessary or desirable Common Expense, the Association, at any time and from time to time, may levy Special Assessments against the Owners in such amounts as shall be necessary or desirable to remedy such inadequacy, together with such amounts, if any, as the Association Board may deem desirable to maintain reasonable reserves. Such assessments shall be allocated among the Owners in mode and in manner as provided in the case of Regular Assessments in Section E(1) of this Article VII. The Association shall notify all Owners of any such special Assessment by a statement in writing setting forth the amount, whether it shall be payable in installments, and the reasons therefor, and the due dates for payment thereof or of such installments, which due date or first installment due date, if applicable, shall be not less than ten (10) days nor more than ninety (90) days after the date of such notice.

(b) Extraordinary Individual Expenditures. The Association shall serve notice on the responsible parties of any Special Assessment imposed pursuant to Section H of Article V hereof or Section D of this Article VII, which notice shall consist of a written statement setting forth the amount and the reason therefore, whether it shall be payable in installments, and the due dates for payment of such amounts and installments, if applicable...

...Defaults in Payment. If any Owner or Occupant shall fail to pay when due any Regular or Special Assessment, or any installment thereof ("Default"), the amount so unpaid forthwith shall be and become a lien upon such Owner and his Unit, in favor of the Association, and, in such event, the Association may exercise and enforce any and all rights and remedies as may be provided in these By-Laws, the Deed of Declaration or otherwise available at law or in equity, for the collection thereof, including, without limitation, the right to bar such Owners and all Occupants of his

Unit from using any or all of the Common Elements until such default is cured, the right to bring suit against any or all persons so in default for personal judgments against them, jointly and severally, and to enforce collection of such liens in the manner provided by the law for foreclosures of liens against real estate.

the undersigned, intends to, and does hold a lien upon the land commonly known as 7046 MONTANA CIRCLE

Hammond, County of Lake, State of Indiana, and legally described as follows:

DESCRIPTION FOR 7046 MONTANA CIRCLE

Being a parcel of land lying in the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 10; thence South $0^{\circ}05'52''$ East, along the East line of the Southwest Quarter of said Section 10, said line also being the center-line of Grand Ave., a distance of 1321.97 feet; thence North $89^{\circ}16'12''$ West, a distance of 239.00 feet; thence North $0^{\circ}43'48''$ East, a distance of 79.00 feet to the point of beginning; thence North $89^{\circ}16'12''$ West, a distance of 27.58 feet; thence North $0^{\circ}43'48''$ East, a distance of 31.00 feet; thence South $89^{\circ}16'12''$ East, a distance of 27.58 feet; thence South $0^{\circ}43'48''$ West, a distance of 31.00 feet to the place of beginning, all in the City of Hammond, Lake County, Indiana.

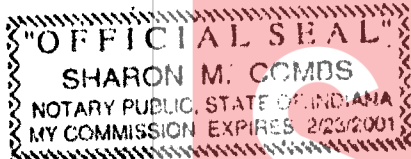
as well as upon all buildings, other structures and improvements located thereon or connected therewith for the sum of THREE THOUSAND NINE HUNDRED FIFTY FOUR ⁷⁵/₁₀₀ Dollars (\$3954.57), for unpaid monthly Regular Assessments assessed by RIDGEWOOD TOWNHOME OWNERS ASSOCIATION, INC., for the Period from 9-30-99, through and including _____.

The payment of said Regular Assessments was agreed to by you at the time of purchase of your townhome and proper notice was given by the Association as provided in the Deed of Declaration and By-Laws.

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for said County and State, this 30TH day of SEPTEMBER, 1999, personally appeared GERALDINE KORTOKRAX of Ridgewood Townhome Owners Association, Inc., an Indiana corporation, and ANNE BOGDANICH of said corporation, both personally known to me to be the SECRETARY and TREASURER, respectively, of said corporation and both being duly sworn upon this oath say that they are the persons who executed the foregoing Notice of Lien on behalf of said corporation, that they have read the same and that the statements therein contained are true.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix my official seal.



Sharon M. Combs

Notary Public

My Commission Expires:

FEBRUARY 23, 2001

Resident of Lake County, Indiana

I hereby certify that I have this _____ day of _____, 19____, mailed first class, certified mail, return receipt request, to the within-named property owner at the address of: _____, a duplicate of this notice.

Recorder of Lake County, Indiana

Dated this 30 day of SEPTEMBER, 19 99.

RIDGEWOOD TOWNHOME OWNERS
ASSOCIATION, INC., an Indiana
corporation

By: Anne Bogdanich

Printed-
Name: ANNE BOGDANICH

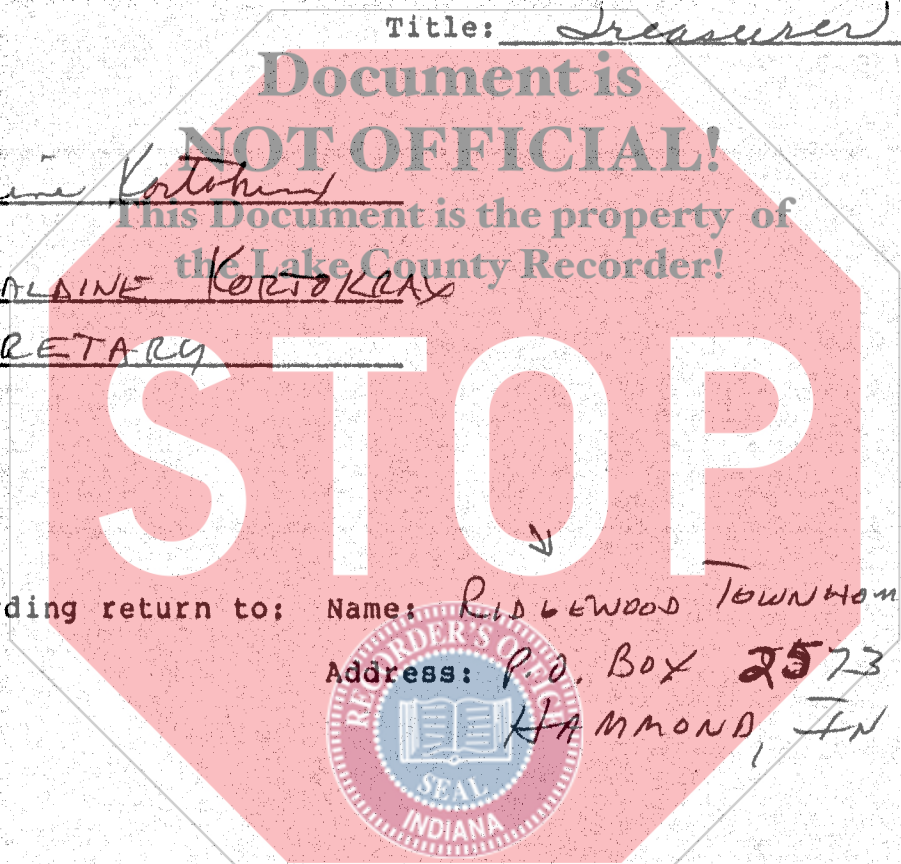
Title: Treasurer

ATTEST:

By: Geraldine Kortokra

Printed
Name: GERALDINE KORTOKRA

Title: SECRETARY



After recording return to: Name: RIDGEWOOD TOWNHOME OWNERS ASSOC.
Address: P.O. Box 2573
HAMMOND, IN 46323

This instrument was prepared by: Name: GERALDINE KORTOKRA
Address: 3576 170TH CT.
HAMMOND, IN. 46323
219-845-1451