

8

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 045627

2008 JUN 23 PM 1:07

MICHAEL A. BROWN  
RECORDER



RETURN TO: GLENN R. PATTERSON, ESQ.  
LUCAS, HOLCOMB & MEDREA, LLP  
300 EAST 90TH DRIVE  
MERRILLVILLE, INDIANA 46410

**SIXTH AMENDMENT TO THE  
DECLARATION OF SUNSET HARBOR CONDOMINIUM**

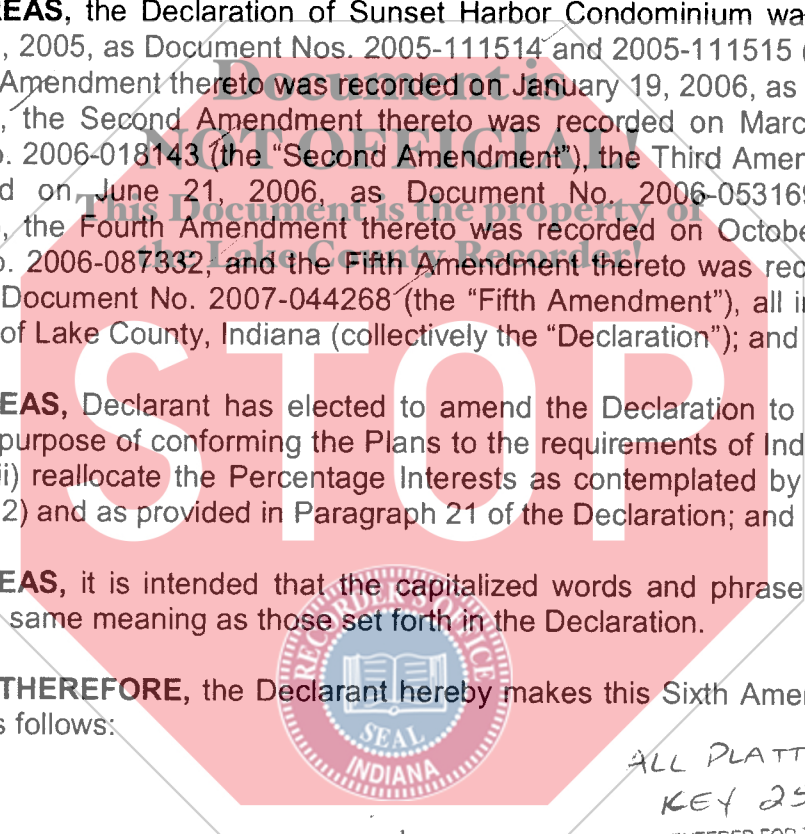
This Sixth Amendment to the Declaration of Sunset Harbor Condominium ("Sixth Amendment") made by **CL VENTURES, LLC, an Indiana limited liability company** (the "Declarant"), for itself and on behalf of its successors, grantees and assigns, WITNESSETH THAT:

**WHEREAS**, the Declaration of Sunset Harbor Condominium was recorded on December 20, 2005, as Document Nos. 2005-111514 and 2005-111515 (Book 98 page 72), the First Amendment thereto was recorded on January 19, 2006, as Document No. 2006-004085, the Second Amendment thereto was recorded on March 3, 2006, as Document No. 2006-018143 (the "Second Amendment"), the Third Amendment thereto was recorded on June 21, 2006, as Document No. 2006-053169 (the "Third Amendment"), the Fourth Amendment thereto was recorded on October 5, 2006, as Document No. 2006-087332, and the Fifth Amendment thereto was recorded on May 31, 2007, as Document No. 2007-044268 (the "Fifth Amendment"), all in the Office of the Recorder of Lake County, Indiana (collectively the "Declaration"); and

**WHEREAS**, Declarant has elected to amend the Declaration to (i) amend the Plans for the purpose of conforming the Plans to the requirements of Indiana Code 32-25-7-4, and (ii) reallocate the Percentage Interests as contemplated by Indiana Code 32-25-7-2 (a)(2) and as provided in Paragraph 21 of the Declaration; and

**WHEREAS**, it is intended that the capitalized words and phrases used herein shall have the same meaning as those set forth in the Declaration.

**NOW, THEREFORE**, the Declarant hereby makes this Sixth Amendment to the Declaration as follows:



37.00  
VE 103025  
PB PB

ALL PLATTED FROM  
KEY 25-319-1  
DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER  
NEW KEY 25-314-94 TO 103  
JUN 20 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR  
BUILDINGS K&L

1. **AMENDMENTS.** The Declaration is hereby amended as follows:

- a. The "proposed temporary pier", the "Temporary Pier Detail", and the location and designation of the boat slips shown on Exhibit "C", Sunset Harbor Condominiums Site Plan recorded on December 20, 2005 as Document No. 2005-111515, in Plat Book 98, page 72, in the Office of the Recorder of Lake County, Indiana, are hereby deleted therefrom in their entirety.
- b. Exhibit "C" to the Declaration recorded on December 20, 2005 as Document No. 2005-11151 in Plat Book 98, page 72, in the Office of the Recorder of Lake County, Indiana, is hereby amended by adding thereto the Amended Site Plan, Boat Slip Locations, which has been recorded concurrently herewith as Document No. 2008 045629, Plat Book 102, Page 92, in the Office of the Recorder of Lake County, Indiana (the "Boat Slip Site Plans").
- c. The numbered boat slips as shown on the Boat Slip Site Plans are hereby declared to be Limited Common Areas appurtenant to those Condominium Units, the numbers of which are listed opposite the boat slip numbers on the schedule shown on the Boat Slip Site Plans.
- d. Exhibit "C" to the Declaration as amended on May 31, 2007 as Document No. 2007-044269, and shown in Plat Book 101, page 48, is hereby amended by adding thereto the Amended Site Plan for the Second Phase Parcel, and the Floor Plans for Buildings K and L, which have been recorded concurrently herewith as Document No. 2008 045628, Plat Book 102, page 91, in the Office of the Recorder of Lake County, Indiana.
- e. Exhibit "D" as attached to the Declaration, to the Second Amendment, to the Third Amendment, and to the Fifth Amendment is hereby deleted and superceded in its entirety, and there is hereby substituted therefor the Exhibit "D" attached to this Sixth Amendment.

2. **EXTENT OF AMENDMENT.** All terms and provisions of the Declaration not amended hereby shall remain in full force and effect as set forth in the Declaration.

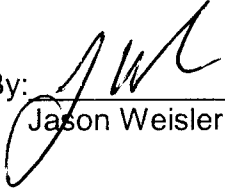
3. **DEFINED TERMS.** All capitalized words and phrases used herein and not otherwise defined shall have the meanings ascribed to them in the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment to be executed on the date of the following acknowledgment.

**DECLARANT:**

CL VENTURES, LLC, an Indiana limited liability company

By WMB Corp.,  
an Indiana corporation, Its Manager

By:  \_\_\_\_\_  
Jason Weisler, Secretary



STATE OF INDIANA )  
 )  
COUNTY OF LAKE ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jason Weisler, as Secretary of WMB Corp., an Indiana corporation, the Manager of CL VENTURES, LLC, an Indiana limited liability company, and who acknowledged the execution of the foregoing Sixth Amendment To The Declaration of Sunset Harbor Condominium in such capacity.



Witness my hand and notarial seal this 13<sup>th</sup> day of June, 2008.

[Signature]  
Notary Public  
Printed Name: GLENN R. PATTERSON

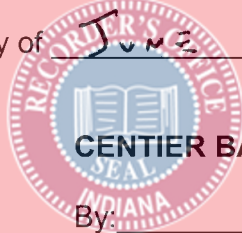
My Commission Expires:  
11/25/16

County of Residence:  
Lake

**Document is NOT OFFICIAL!**  
**CONSENT OF MORTGAGEE AND SUBORDINATION**

The undersigned, **CENTIER BANK**, being the holder of an existing mortgage and other security on the Property effected by the above and foregoing Sixth Amendment to the Declaration hereby consents to the recording of the above and foregoing Sixth Amendment to the Declaration of Sunset Harbor Condominium, and further agrees that its mortgage and other security with respect to the Property shall be subordinate and subject to the provisions of the above and foregoing Sixth Amendment to the Declaration and the documents incorporated therein; provided, however, except and to the extent that the mortgage and other security are so subordinated, such mortgage and other security shall remain in full force and effect.

EXECUTED this 13 day of June, 2008.



**CENTIER BANK**  
By: [Signature]

Printed: C. A. Gonzalez

Title: V.P.

STATE OF INDIANA        )  
                                  )  
COUNTY OF LAKE        )        SS:

Before me, a Notary Public in and for said County and State, personally appeared Greg Gordon, the V.P. of CENTIER BANK, and who acknowledged the execution of the foregoing "Consent of Mortgagee" for and on behalf of said CENTIER BANK.

WITNESS my hand and Notarial Seal this 16 day of June, 2008.

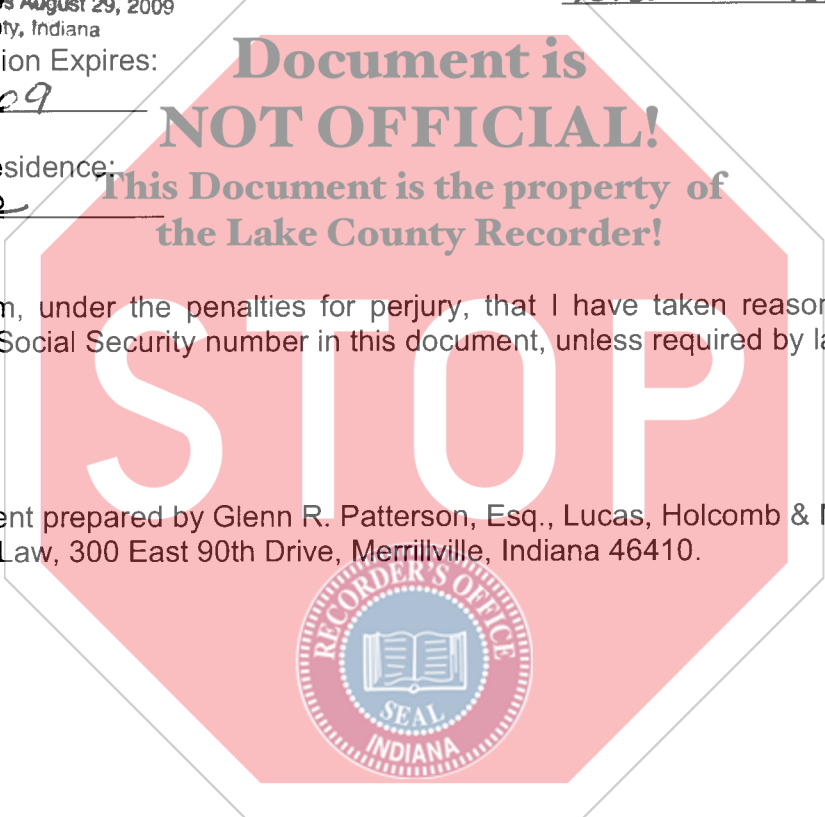
Elaine VanDenburg  
Notary Public

**ELAINE VAN DENBURG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 29, 2009  
Resident of Lake County, Indiana

Printed Name: Elaine VanDenburg

My Commission Expires:  
8/29/09

County of Residence:  
Lake

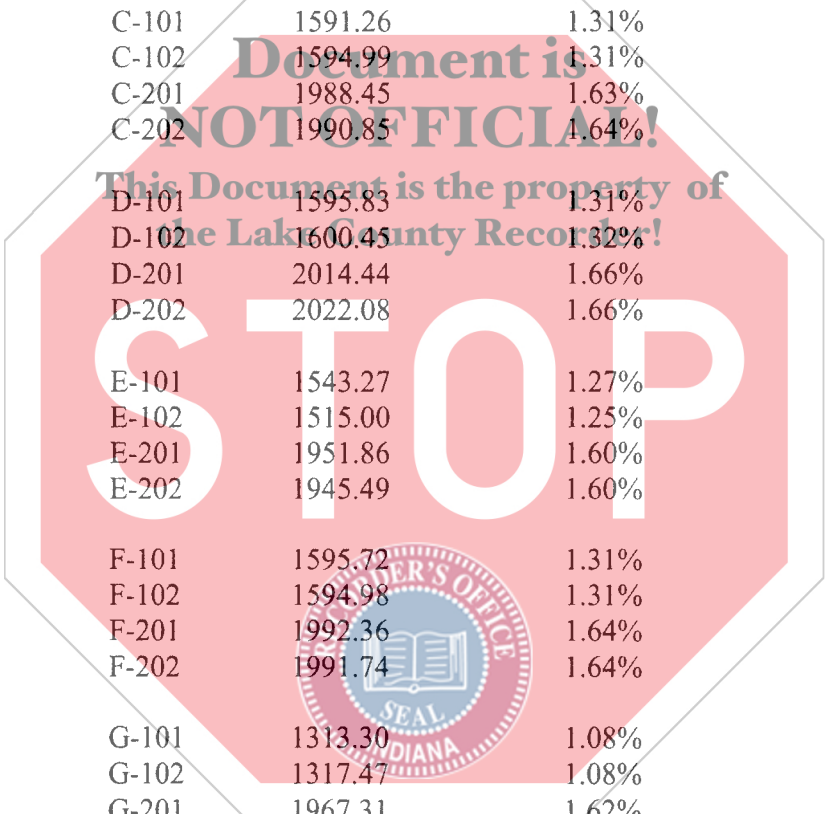


I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Glenn R. Patterson

This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, Attorneys at Law, 300 East 90th Drive, Merrillville, Indiana 46410.

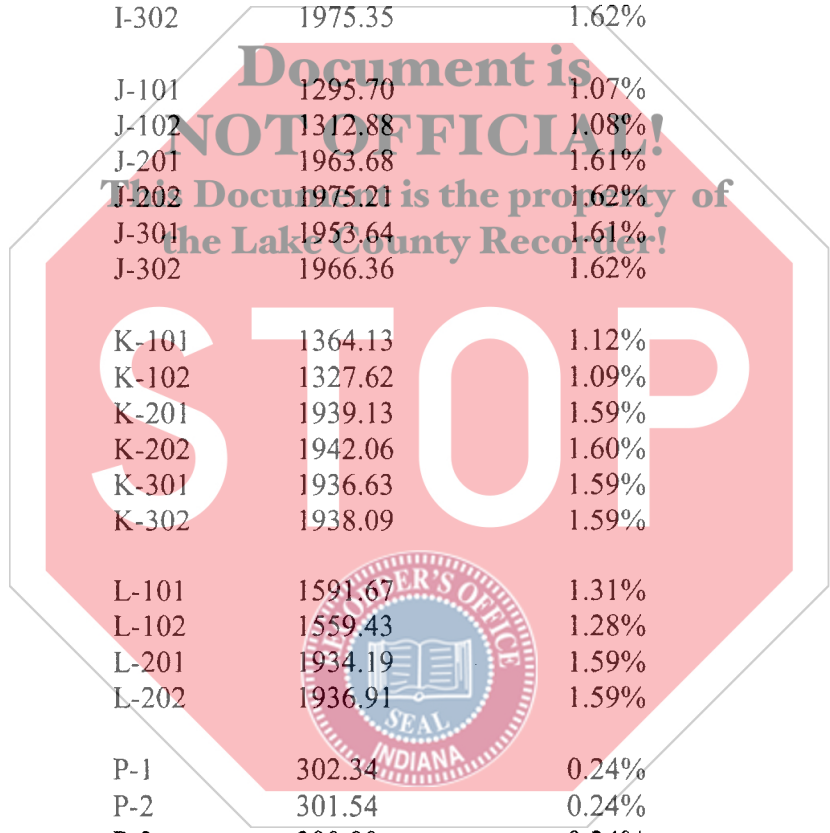
SUNSET HARBOR PERCENTAGE INTERESTS

<u>Unit No.</u>	<u>Square Foot Area</u>	<u>Percentage Interest</u>
A-101	1309.79	1.08%
A-102	1306.85	1.07%
A-201	1996.45	1.64%
A-202	1978.17	1.63%
A-301	2010.53	1.65%
A-302	2026.00	1.67%
B-101	1327.79	1.09%
B-102	1325.10	1.09%
B-201	1996.45	1.64%
B-202	1978.16	1.63%
B-301	2010.52	1.65%
B-302	2026.00	1.67%
C-101	1591.26	1.31%
C-102	1594.99	1.31%
C-201	1988.45	1.63%
C-202	1990.85	1.64%
D-101	1595.83	1.31%
D-102	1600.45	1.32%
D-201	2014.44	1.66%
D-202	2022.08	1.66%
E-101	1543.27	1.27%
E-102	1515.00	1.25%
E-201	1951.86	1.60%
E-202	1945.49	1.60%
F-101	1595.72	1.31%
F-102	1594.98	1.31%
F-201	1992.36	1.64%
F-202	1991.74	1.64%
G-101	1313.30	1.08%
G-102	1317.47	1.08%
G-201	1967.31	1.62%
G-202	1966.74	1.62%



**EXHIBIT D**

<u>Unit No.</u>	<u>Square Foot Area</u>	<u>Percentage Interest</u>
G-301	1994.39	1.64%
G-302	1992.47	1.64%
H-101	1309.95	1.08%
H-102	1300.12	1.07%
H-201	1966.26	1.62%
H-202	1980.53	1.63%
H-301	1974.75	1.62%
H-302	2005.59	1.65%
I-101	1359.03	1.12%
I-102	1321.68	1.09%
I-201	1969.51	1.62%
I-202	1999.04	1.64%
I-301	1979.05	1.63%
I-302	1975.35	1.62%
J-101	1295.70	1.07%
J-102	1312.88	1.08%
J-201	1963.68	1.61%
J-202	1975.21	1.62%
J-301	1953.64	1.61%
J-302	1966.36	1.62%
K-101	1364.13	1.12%
K-102	1327.62	1.09%
K-201	1939.13	1.59%
K-202	1942.06	1.60%
K-301	1936.63	1.59%
K-302	1938.09	1.59%
L-101	1591.67	1.31%
L-102	1559.43	1.28%
L-201	1934.19	1.59%
L-202	1936.91	1.59%
P-1	302.34	0.24%
P-2	301.54	0.24%
P-3	300.00	0.24%
P-4	300.04	0.24%
P-5	300.50	0.24%



<u>Unit No.</u>	<u>Square Foot Area</u>	<u>Percentage Interest</u>
P-6	301.04	0.24%
P-7	301.56	0.24%
P-8	300.52	0.24%
P-9	300.00	0.24%
P-10	299.00	0.24%
P-11	299.00	0.24%
P-12	296.92	0.24%
P-13	296.92	0.24%
P-14	289.58	0.24%
P-15	299.00	0.24%
P-16	297.96	0.24%
P-17	301.08	0.24%
P-18	298.00	0.24%
P-19	287.65	0.24%
P-20	302.60	0.24%
P-21	300.52	0.24%
P-22	300.52	0.24%
P-23	299.23	0.24%
P-24	300.79	0.24%
P-25	297.42	0.24%
P-26	293.86	0.24%
P-27	295.68	0.24%
P-28	295.43	0.24%
P-29	295.89	0.24%
P-30	296.43	0.24%
P-31	297.96	0.24%
P-32	295.93	0.24%
P-33	297.21	0.24%
P-34	296.97	0.24%
P-35	295.93	0.24%
P-36	293.86	0.24%
P-37	294.85	0.24%
P-38	296.92	0.24%
P-39	296.43	0.24%
P-40	296.92	0.24%
P-41	296.92	0.24%
<b>TOTAL</b>	<b>121,667.37</b>	<b>100.00%</b>

