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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHELLE R. FAJMAN
RECORDER

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

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**SIXTH AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
BROOKSTONE ESTATES CONDOMINIUM
(FNMA Compliance)**

This Sixth Amendment is made this day by **NILO CORPORATION** (herein the "Owner").

WHEREAS, Owner did cause the Declaration Of Condominium Of Brookstone Estates Condominium which created the Brookstone Estates Condominium in Merrillville, Indiana (the "Condominium") to be recorded on June 12, 2000, as Document Nos. 2000-041263 and 2000-041264, the First Amendment thereto to be recorded on July 3, 2002, as Document Nos. 2002-059722 and 2002-059723, the Second Amendment thereto to be recorded on August 28, 2003, as Document Nos. 2003-089989 and 2003-089990, the Third Amendment thereto to be recorded on September 20, 2005 as Document Nos. 2005-082277 and 2005-082278, the Fourth Amendment thereto to be recorded on November 3, 2006 as Document No. 2006-096620, and the Fifth Amendment thereto to be recorded on October 2, 2009 as Document No. 2009-066899, each in the Office of the Recorder of Lake County, Indiana (the "Declaration"); and

WHEREAS, Owner desires to amend the Declaration pursuant to Article XV.A.5. (d) thereof to comply with certain requirements of the governmental agencies described therein.

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 Owner hereby amends the Declaration as follows:

1. Expansion of Condominium. Article XX. E. of the Declaration is hereby deleted in its entirety, and accordingly, Owner's right to expand the Condominium is hereby terminated, with no qualification, limitation or exception.

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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2. Rights of First Refusal. Notwithstanding any other term or provision of the Condominium Documents to the contrary, neither the Owner, nor the Developer, nor any Unit Owner, shall have the right of first refusal to purchase any Unit, all of which rights are hereby terminated, without qualification, limitation or exception.

3. Amendments to the Condominium Documents. Notwithstanding any term or provision of Article XV of the Declaration or any term or provision of any of the other Condominium Documents, the vote of mortgagees of Units that represent at least fifty-one percent (51%) of the Shares, is required, (a) for any amendment to the Condominium Documents that is of a material adverse nature to mortgagees of the Units to be valid and enforceable, and (b) to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or other reasons to be agreed upon by the mortgagees of Units that represent at least fifty-one percent (51%) of the Shares. Notwithstanding the foregoing, any Unit mortgagee that fails to submit a response to any written proposal for an amendment to the Condominium Documents within sixty (60) days after it receives proper notice of such proposal, shall be deemed to have approved such proposal, so long as the notice thereof was delivered by certified or registered mail, with a return receipt requested.

4. Notice to Mortgagees. Notwithstanding any term or provision of the Condominium Documents to the contrary, each mortgagee of a Unit and each guarantor of a mortgage on any Unit has the right to timely written notice of, (a) a condemnation or casualty loss that affects either a material portion of the Condominium, of the Common Areas And Facilities, or of the Unit securing its mortgage, (b) any sixty (60) day delinquency in the payment of Assessments or other charges owed by the Unit Owner of any Unit on which it holds the mortgage, (c) a lapse,

cancellation, or material modification of any insurance policy maintained by the Association, and (d) any proposed action that requires the consent or approval of a specified percentage of mortgagees.

5. Priority Over First Mortgagees. No term or provision of the Condominium Documents shall be interpreted to give, or be deemed to give, a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or any part of the Common Areas And Facilities, and all rights to the contrary as set forth in Article X of the Declaration or in any other provision of the Condominium Documents are hereby terminated, without qualification, limitation or exception.

6. Unpaid Assessments. Notwithstanding any term or provision of the Condominium Documents to the contrary, any first mortgagee who obtains title to a Unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the Unit's unpaid regularly budgeted Assessments that have accrued before the acquisition of the title to the Unit by the mortgagee. If the Association's lien priority includes costs of collecting unpaid Assessments, the mortgagee will be liable for any fees or costs related to the collection of the unpaid Assessments.

IN WITNESS WHEREOF, the Owner has caused this instrument to be executed this

8th day of March, 2010.



OWNER:

NILO CORPORATION

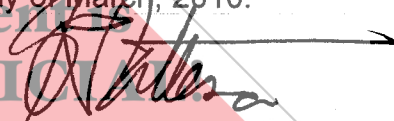
By: Milton D. Petersen
Milton D. Petersen, President

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that MILTON D. PETERSEN, the President of NILO CORPORATION, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and seal this 8th day of March, 2010.



Glenn R. Patterson, Notary Public
the Lake County Recorder!

My Commission Expires

November 25, 2016

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, LLP, 300 East 90th Drive, Merrillville, Indiana 46410