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Autumn Oaks Condominium Association, Inc.

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MICHAEL J. FAJMAN
RECORDER



PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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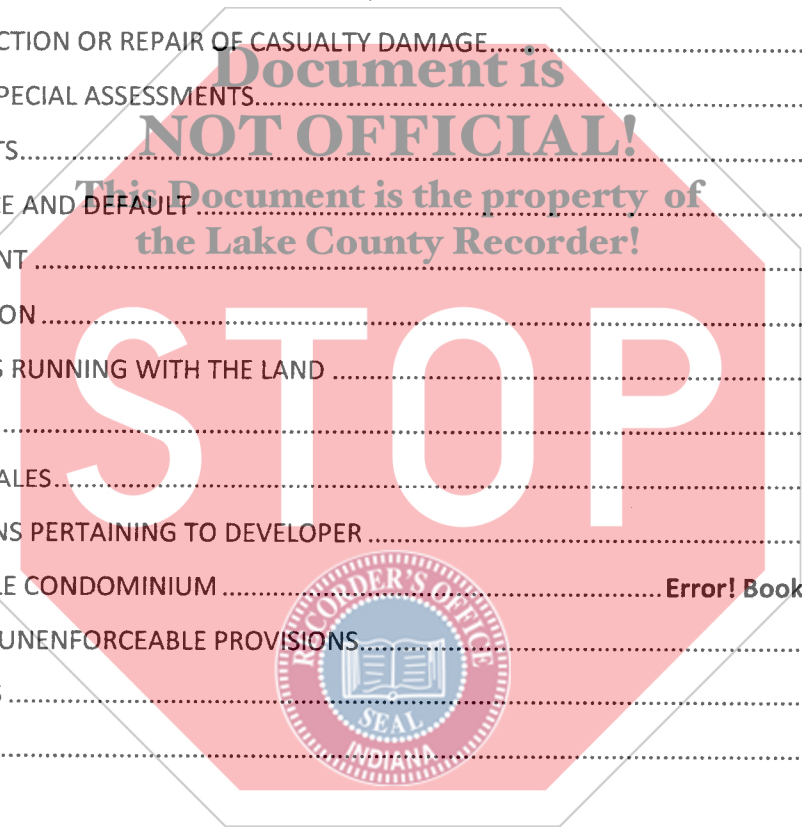
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AMENDED DECLARATION OF CONDOMINIUM

This Second Amendment to Declaration of Condominium affects the land and all improvements thereon of a condominium known as AUTUMN OAKS CONDOMINIUM, lying and being in the County of Lake and State of Indiana, and described as follows:

Lot 19, Plum Creek Village 4th Addition, Block 2
Town of Schererville, Lake County, Indiana, as shown in
Plat Book 51, Page 26, in Lake County, Indiana

and

Lot 18, Plum Creek Village, 4th Addition, Block 2,
Town of Schererville, Lake County, Indiana, as shown in
Plat Book 51, Page 26, in Lake County, Indiana

RECITALS, INTENT, AND PURPOSES

Whereas, on July 14, 1980, Thomas W. Schuyler and Thomas Broertjes, Owners, and Schuyler-Broertjes Development Company, Developer, did execute a Declaration of Condominium with Exhibits "A" through "E" inclusive, attached thereto, with regard to the following described property:

Lot 19, Plum Creek Village 4th Addition, Block 2,
Town of Schererville, Lake County, Indiana, as shown in
Plat Book 51, Page 26, in Lake County, Indiana

which Declaration was recorded on July 16, 1980, as Instrument No. 590943, and Exhibit "A" to which was recorded on July 16, 1980, as Instrument No. 590944; and

Whereas, on March 7, 1984, Thomas W. Schuyler and Thomas Broertjes, Owners, and Schuyler-Broertjes Development Company, Developer, elected their option to expand the condominium established by said recorded Declaration and Exhibits with respect to the Second Phase and annexed the following described property and all improvements as the Second Phase:

Lot 18, Plum Creek Village, 4th Addition, Block 2,
Town of Schererville, Lake County, Indiana, as shown in
Plat Book 51, Page 26, in Lake County, Indiana.

Whereas, on the 2nd day of June 2012, the co-owners of the Autumn Oaks Condominium elected to amend the Declaration of Condominium, the Bylaws of the condominium, and the Rules and Regulations of the Condominium, and have attached the amended Bylaws to this Amended Declaration of Condominium as Exhibit "D" and have attached the amended Rules and Regulations as Exhibit "E".

Amended Declaration of Condominium of
Autumn Oaks Condominium Association, Inc.

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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 a residential unit and an undivided interest in and to all of the Property that remains other than the residential units; 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 garages, driveways, landscaped areas and related facilities used and controlled in a manner 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 Amended Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Directors shall have the right and duty to effect the purposes of the Condominium; Now therefore,

DECLARATION

Each Owner hereby declares on behalf of itself, its successors, grantees, and assigns to its 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:

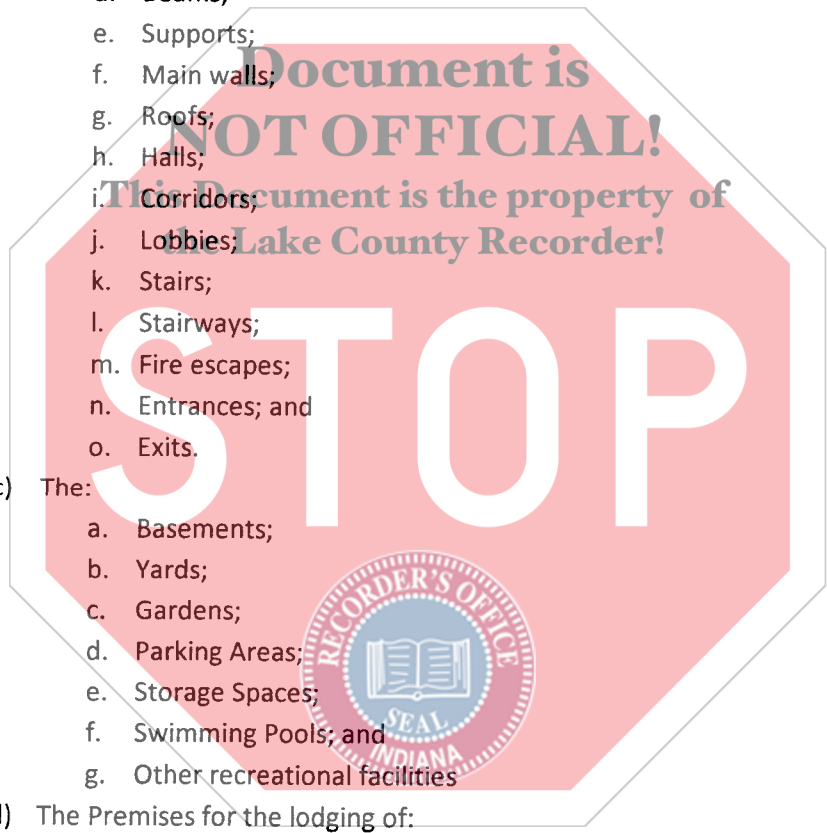
The Property from and after the date of the recording of this Amended Declaration in the Office of the Recorder of Lake County, Indiana, shall be and continue to be subject to each and all of the terms hereof until this Amended Declaration is terminated, amended, or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS

- A. 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 provided.
- 1) Building: means a structure containing at least two (2) condominium units.
 - 2) Condominium Unit, Residential Unit, or Unit: means
 - A. an enclosed space consisting of one (1) or more rooms occupying all or a part of a floor or floors in a structure of one (1) or more floors or stories.
 - 3) Condominium Unit Owner or Co-owner: may either be a natural person or persons, a corporation, or a Trustee, who owns a unit within the building in fee simple and 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 Amended Declaration.
 - 4) 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 Exhibit "A", annexed hereto and

made a part hereof, or in the Articles of Incorporation and the By-Laws of the Association.

- 5) Association: means all the Owners or Co-owners acting as an entity in accordance with the:
- A. Articles;
 - B. Bylaws; and
 - C. Declaration.
- 6) Building: the entire structure located on the Property which has been built substantially in accordance with Exhibit "A" and Exhibit "B" and filed with the Recorder of Lake County, Indiana, and containing ten (10) residential units, subject to the provisions herein contained.
- 7) Common Areas and Facilities: means
- a) The land on which the buildings are located;
 - b) The building
 - a. Foundations;
 - b. Columns;
 - c. Girders;
 - d. Beams;
 - e. Supports;
 - f. Main walls;
 - g. Roofs;
 - h. Halls;
 - i. Corridors;
 - j. Lobbies;
 - k. Stairs;
 - l. Stairways;
 - m. Fire escapes;
 - n. Entrances; and
 - o. Exits.
 - c) The:
 - a. Basements;
 - b. Yards;
 - c. Gardens;
 - d. Parking Areas;
 - e. Storage Spaces;
 - f. Swimming Pools; and
 - g. Other recreational facilities
 - d) The Premises for the lodging of:
 - a. Janitors; or
 - b. Persons in charge of the property;
 - e) Installations of central services, such as:



- a. Power;
 - b. Light;
 - c. Gas;
 - d. Hot and cold water;
 - e. Heating;
 - f. Refrigeration;
 - g. Air Conditioning; and
 - h. Incinerating
- f) The:
- a. Elevators;
 - b. Tanks;
 - c. Pumps;
 - d. Motors;
 - e. Fans;
 - f. Compressors;
 - g. Ducts;
 - h. Apparatus; and
 - i. Installations;
- Existing for common use.
- g) Community and commercial facilities provided for in the declaration; and
- h) All other parts of the property:
- a. Necessary or convenient to its:
 - i. Existence;
 - ii. Maintenance; and
 - iii. Safety; or
 - b. Normally in common use
- 8) Common Expenses: means
- A. All sums lawfully assessed against the Owners or Co-owners by the Association
 - B. Expenses of:
 - I. Administration;
 - II. Maintenance;
 - III. Repair; or
 - IV. Replacement;
 Of the common areas and facilities
 - C. Expenses agreed upon as common expenses by the Association; and
 - D. Expenses declared common expenses by:
 - I. This article;
 - II. The Amended Declaration; or
 - III. The Bylaws.

9) Common Profit: means the balance remaining, after the deduction of the common expenses, of all:

- A. Income;
- B. Profits; and
- C. Revenues

From the common areas and facilities.

10) Condominium Documents or Instruments: means:

- A. The:
 - I. Amended Declaration;
 - II. Bylaws;
 - III. Plats; and
 - IV. Floor plans;Of the condominium; and
- B. Any exhibits or schedules to the items listed in subdivision (I).
- C. The Exhibits listed Below:
 - I. Exhibit A – Plot Plan and Floor Plan of Phase I
 - II. Exhibit B – Plot Plan and Floor Plan of Phase II
 - III. Exhibit C – Articles of Incorporation of Autumn Oaks Condominium Association, Inc.
 - IV. Exhibit D – Bylaws of Autumn Oaks Condominium Association, Inc.
 - V. Exhibit E – Rules and Regulations of said Association

11) Declaration: means this instrument by which the property is submitted to the provisions of Title 32 Article 25 of the Indiana Code and as such this Amended Declaration from time to time may be lawfully amended and supplemented by and including therein the additional property heretofore described under Recitals, Intents and Purpose.

12) Expandable Condominium: means the condominium to which real estate may be added.

13) Limited Common Areas and Facilities: means and includes those common areas and facilities designated in the Amended Declaration as reserved for use of a certain unit or units to the exclusion of the other units, and shall include the following:

- a) The garage space set forth on Exhibit "A" and Exhibit "B" and designated so as to correspond to the number of the unit to which such garage space is a limited common area, except that area in the garage space that is delineated as common areas in Exhibit "A" and Exhibit "B", and
- b) The corridors, stairs, and entrances, and exits designed to serve several units within a portion of each building designated as limited common area in Exhibit "A" and Exhibit "B".
- c) Where there is attached to or abutting a unit, a porch or balcony as shown in Exhibit "A" and Exhibit "B", serving only such unit, that porch or balcony shall be reserved for the use of the owners of the unit so served.
- d) The air conditioning pads as set forth on Exhibit "A" and Exhibit "B" are limited common areas. Such areas are designated so as to correspond to the number of the

units to which such air conditioning pad is a limited common area; provided however, that reserved to the Association, its employees and invitees are easements for ingress, egress, repair, maintenance, and inspection as to the air conditioning pads.

- 14) Majority: the Unit owner or co-owners with 51% or more of the votes in accordance with the percentages assigned in the Amended Declaration to the units for voting purposes.
- 15) Plans and Specifications: the plans referred to in Article I, subparagraph 9 as Exhibit "A" and Exhibit "B" hereof.
- 16) Person: a natural person, or natural persons, a corporation, or trustee capable of holding title to real property.
- 17) Property: means and includes the land, building, all improvements, and structures thereon, and all easements, rights, and appurtenances belonging thereto.
- 18) Share: the percentages attributed to each Unit as set forth in Exhibit "A".
- 19) To Record: means to record in accordance with the laws of the State of Indiana.

II. USE OF COMMON AND LIMITED COMMON AREAS AND FACILITIES

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

- 1) Covenant Against Partition. In order to effectuate 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 Amended Declaration in accordance with provisions herein elsewhere contained or until the building is no longer tenantable, whichever first occurs.
- 2) Rules and Regulations Promulgated by Association. 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 Association. Without in any manner intending to limit the generality of the foregoing, the Association 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 Association and their respective families, guests, invitees, and servants. Said Rules and Regulations shall be subject to change, amendment, or rescission by action of the Board of Directors.
- 3) 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 Association, but nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Article and as are approved by the Board of Directors of the Association.

- 4) 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 unit owners as assessed, in accordance with provisions contained elsewhere herein.
- 5) Use of Common and Limited Common Areas and Facilities. Subject to the rules and regulations from time to time pertaining thereto, all unit owners may use the common areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other unit owners. All unit owners having an interest in the limited common areas and facilities may use such areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other unit owners having an interest therein.
- 6) Alterations and Improvements. The Association 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 Association, and if required by law or contract, the approval of the first mortgagees of individual units shall be obtained. In the event unit 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 eighty percent (80%) of the Board of Directors, such alterations and improvements are exclusively or substantially exclusively for the benefit of the unit owner or owners requesting the same, in which case such requesting unit owners or co-owners shall be assessed therefore 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 Association.
- 7) Shares of Condominium Unit Owners. The shares of the condominium unit owners in the common and limited common areas and facilities shall be as stated in Exhibit "A" and Exhibit "B" and annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the unit owners and first mortgagees of such owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded. Such share and the interest of said mortgagees shall be subject to and governed by the provisions herein contained as to the expansion of the Condominium Property.
- 8) Interest in Common Areas and Facilities. The share of a unit owner in the common and limited common areas and facilities is appurtenant to the unit owned by him, and inseparable from unit ownership.

III. MAINTENANCE AND REPAIR OF UNITS

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

- 1) All portions of the condominium unit which contribute to the support of the Building, excluding, however, plaster or drywall on interior walls and ceilings, and floor surfaces, and including, but not limited 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 units (excepting plaster or drywall and floor surfaces), and load-bearing walls.

- 2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility, communication and television services which may be contained in the unit or in the furnace room assigned to each unit, but excluding there from appliances, plumbing fixtures, hot water tank, and heating and air conditioning units.
- 3) All of the electrical system up to but not including the circuit breaker panel of each unit; and the owner shall be responsible for the electrical system from and including said panel, and
- 4) All incidental damage caused to a unit by such work as may be done or caused to be done by the Association in accordance herewith.

B. By the Condominium Unit Owner - The responsibility of the Unit owner shall be as follows:

- 1) To maintain, repair and replace at his expense, all portions of the Unit except the portions of each to be maintained, repaired and replaced by the Association; provided that the Owner shall secure the prior written approval of the Association as to the person, firm or corporations selected by the Owner to perform the maintenance, repair or replacement on behalf of the Owner;
- 2) To perform his responsibilities in such manner so as not unreasonably to 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 Unit, unless the written consent of the Association is obtained;
- 4) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- 5) Not to make any alterations in the portions of the Unit or the building which are to be maintained by the Association or to remove any portion thereof, or make any additions or alterations thereto, including the removal, without replacing, of 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 Association and if required by law or contract, the first mortgagee of the individual unit. Specifically, but not limited hereto, no owner of a second floor unit shall install slate, wood, tile, or any hard surface floor covering in areas which have been carpeted by the Developer without written consent of the Owner or Owners of the adjoining and underlying units, and the Board of Directors. No Unit owner shall impair any easement without first obtaining the written consents of the Association and of the Unit 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 Association for Maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence

V. UNITS SHALL BE CONSTITUTED AS FOLLOWS

- A. Real Property. Each Unit, together with the space within it as shown on 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 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 same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:
- 1) Horizontal Boundaries: the face surface of the plaster or drywall ceiling above and abutting the Unit; the top of the subflooring below and abutting the Unit.
 - 2) Vertical Boundaries: the face surfaces of the plaster or drywall boundary walls of each Unit.
- C. Appurtenances. Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Unit owner in the property, which shall include but not be limited to:
- 1) Common and Limited Common 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 hot water heater, heating and air conditioning units including ducts and lines, which units are located as delineated and set forth in Exhibit "A";
 - 3) Easements for the benefit of the Unit;
 - 4) Association membership and funds and assets held by the Association for the benefit of the Unit owner;
 - 5) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;
 - 6) In addition to and not in derogation of the ownership of the space described on the plans attached hereto as Exhibit "A", an exclusive easement for the use of the space not owned by the Unit owner and which is occupied by the Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenable;
 - 7) The following easements from each Unit owner to each other Unit owner and to the Association:
 - 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 Units and common areas and facilities for maintenance, repair and replacement of the Units and common

areas and facilities. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be made at any time in case of emergency.

- c) **Structural Support.** Every portion of a Unit 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 Units 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 Unit shall be only substantially in accordance with the plans of the building.
- e) **Emergency Easements of Ingress and Egress.** Easements over all porches and through windows whenever reasonably required for emergency ingress and egress. Unit 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 rules and regulations as may be promulgated by the Association.

V. USE RESTRICTIONS

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

- 1) **Use of Units.** The Units shall be used for single-family residences only.
- 2) **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 Units.
- 3) **Approval by Association.** No Unit shall be occupied by any person not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, its residence address and three business and three social references, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XVII hereof.
- 4) **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.
- 5) **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 Unit owners and the Association of complying with the requirements of governmental

bodies which require 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 requirements.

- 6) Restriction as to Juveniles. The use and occupancy of any Unit shall be limited to adult persons only, and no Unit shall be sold or conveyed to a person having a minor child or children, if such minor, or minors, are to live in such Unit. Owners who subsequent to acquiring title to a Unit become parents of children shall be subject to the provisions of Article XII of this Declaration. As used in this paragraph, the term "minor" shall mean and include a person seventeen (17) years old, or younger.
- 7) Interpretation. In interpreting deeds, mortgages and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans therefore shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, 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.
- 8) Rules and Regulations. Rules and Regulations concerning use of the property may be promulgated by the Association by and through the action of the Board of Directors as hereinabove set forth provided, however, that copies of such regulations are furnished to each Unit owner prior to the time that the same become effective. The Rules and Regulations 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. CONVEYANCES

- A. The sale and mortgaging of Units 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 tenable, whichever first occurs.
 - 1) Sale. No Unit owner may dispose of a Unit or any interest therein by sale without approval of the Board of Directors of the Association, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereinafter provided.
 - a) Notice to Association. A Unit, owner intending to make a sale of his Unit or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by purchaser produced by the Association as hereinafter provided, that the Unit owner believes the proposal to be bona fide in all respects.
 - b) Election of Association. Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser approved by the Association (and give notice thereof to the person desiring to sell his Unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the

transaction. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Unit owner giving such notice shall be bound to consummate the transactions with such purchaser as may be approved and furnished by the Association.

- 2) Mortgage. No Unit owner may mortgage his Unit or any interest therein without the approval of the Association except to a bank, life insurance company, federal savings and loan association or state savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association.

VII. ADMINISTRATION

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

- 1) Organization of Association. The Association shall be incorporate under the name of AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC. as a corporation not for profit under the laws of the State of Indiana under Articles of Incorporation of which a copy is attached as Exhibit "B".
- 2) Bylaws of Association. The Bylaws of the Association shall be in the form attached as Exhibit "C" until such are amended in the manner therein provided.
- 3) Powers of Association. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.
- 4) Notices. Notices or demands, for any purpose, shall be given by the Association to Unit owners and by Unit owners to the Association and other Unit owners in the manner provided for notices to members of the Association by the Bylaws of the Association.
- 5) Title to Funds. All funds and the titles of all properties acquired by the Association and the proceeds thereof after deducting there from the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit owners for the purposes herein stated.

- 6) Use of Income. All income received by the Association 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

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

- 1) Authority to Purchase. All insurance policies upon the property (except as hereinafter provided, but including fire and extended coverage for each Unit, the common and limited common areas) shall be purchased by the Association for the benefit of the Unit owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the Units or any of them and, if insurance companies agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Insurance Trustee, (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.
- 2) Unit Owners. Each Unit owner may obtain insurance, at his own expense, affording coverage upon his personal property and the contents of the Unit and for his personal liability, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII. A. 1. hereof (if the same is available) and must be obtained from the insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.
- 3) Coverage.
 - a) Casualty. The building, the Units, and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against: loss or damage by fire and other hazards covered by the standard extended coverage endorsement.
 - i. Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to, vandalism, malicious mischief, windstorm and water damage;
 - b) Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage;
 - c) Workmen's' Compensation policy to meet the requirements of law;
 - d) All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit owners as a group to a Unit owner.

- 4) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.
- 5) Beneficiary of Policies. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the First Midwest Bank, Highland, Indiana, as Trustee, or to any other bank in Indiana with trust powers as may be approved by the Association. Such Trustee or any other bank acting as such is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee.
- a) Common Areas and Facilities. Proceeds on account of damage to common areas and facilities -- that undivided share for each Unit owner and his mortgagee, if any, which is set forth in Exhibit "A".
- b) Units. Proceeds on account of Units shall be held in the following undivided shares:
- i. Partial destruction when the building is to be restored -- for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit owner shall be bound by and the Insurance Trustee may rely upon such certification.
- ii. Total destruction of the building or where the building is not to be restored -- for all Unit owners, the share of each being that share set forth in Exhibit "A".
- c) Mortgages. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their respective interests may appear.
- 6) Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:
- a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.
- b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be

reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to Unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

- c) Certificate. In making distribution to Unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit owners and their respective shares of the distribution. Upon request of the Insurance Trustees, the Association forthwith shall deliver such certificate.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

- A. If any part of the common areas and facilities shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:
 - 1) Partial. Partial destruction, which shall be deemed to mean destruction which does not render two-thirds or more of the Units untenable -- shall be reconstructed or repaired unless at a meeting of the members of the Association which shall be called prior commencement of such reconstruction or repair, the owners unanimously agree otherwise.
 - 2) Total. Total destruction, which shall be deemed to mean destruction which does render two-thirds or more of the Units untenable -- shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within 30 days thereafter, two-thirds (2/3rds) or more of the co-owners vote at a meeting called for such purpose to reconstruct or repair.
 - 3) Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications for the original construction.
 - 4) Continuation of Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.
 - 5) Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.
- B. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit owner, then the Unit owner shall be responsible for reconstruction and repair after casualty; provided that the Insurance Trustee shall make available to such Unit owner the proceeds of any insurance received by the Insurance Trustee as to the coverage afforded for the Unit so damaged only. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.
 - 1) Estimate of Costs. 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 place the damaged property in condition as

good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

- 2) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit owners in sufficient amounts to provide funds to pay the estimated cost. If at any time during construction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit owner, or in the event damage is limited to a single Unit owner and such owner fails to make the necessary repairs, then assessments for the repairs and reconstruction necessary as to the specific Units involved, shall be levied against the owner or owners of the Unit or Units involved.
- 3) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessment against Unit Owners, shall be disbursed in payment of such cost in the following manner:
 - a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
 - b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
 - i. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the Unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Unit owner to make such reconstruction or repair.
 - ii. Association -- Lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included

in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

- iii. Association -- Major damage. If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Indiana and employed by the Association to supervise the work.
- iv. 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 Unit owners and their mortgagees who are the beneficial owners of the fund.
- v. When the damage is to both common areas and limited common facilities and to Units, the insurance proceeds shall be applied first to the costs of repairing the common areas and limited common facilities and the balance to the Units in the shares above stated.

- 4) Insurance Adjustments. Each Unit 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 Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit owners.

X. TAXES AND SPECIAL ASSESSMENTS

- A. Assessment of Taxes. Taxes, assessments, sanitary sewer surcharges, and other charges of the State of Indiana, or any political subdivision, or of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each individual Unit and shall be paid by each owner.
- B. Payment by Association. 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 Unit owners as aforesaid, the taxes, assessments, sanitary sewer surcharges and other charges not separately assessed to Unit owners shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each Unit owner in accordance with the percentage of ownership specified herein.

XI. ASSESSMENTS

- A. Assessments against the Unit owners shall be made or approved by the Board of Directors of the Association and paid by the Unit owners to the Association in accordance with the following provisions:

- 1) Share of Expense. Common Expenses -- Each Unit owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each Unit owner in a like share.
- 2) Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.
- 3) Accounts. All sums collected by the Association from assessments may be commingled in a single fund but they shall be held for the Unit 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:
 - a) 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.
 - b) Alteration and Improvement Account -- to which shall be credited all sums collected for alteration and improvement assessments;
 - c) Reconstruction and Repair Account -- to which shall be credited all sums collected for reconstruction and repair assessments;
 - d) Emergency Account -- to which shall be credited all sums collected for emergencies.
- 4) Assessment for Common Expenses. Assessments for common expenses shall be made on the basis of a calendar year, or for a fiscal year of twelve (12) consecutive months, as the Board of Directors may determine for the proper management, maintenance and operation of the common areas and facilities. Such annual assessments shall be due and payable in four (4) equal quarterly payments and shall be due on the dates as may be determined by the Board of Directors. The total of the assessments shall be in the amount of the estimated common expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded common expense account balances. If an annual assessment is not made as required a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments for common expenses shall be prorated in the event the Unit is initially occupied during a year in which assessment for common expenses are made.
- 5) 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 Association. Assessments for the repair, maintenance, replacement, or decoration of limited common areas may, by action of the Board of Directors, be assessed to and collected from those owners for whose use such limited common areas are reserved.
- 6) 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 Association.

- 7) Assessments for Liens. All liens of any nature including taxes and special assessments levied by government authority which are a lien upon more than one Unit or upon any portion of the common areas and facilities, shall be paid by the Association as a common expense and shall be assessed against the Units in accordance with the shares of the Units concerned or charged to the common expense account, whichever in the judgment of the Board of Directors is appropriate.
- 8) Assessment Roll. The assessments against all Unit owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by Unit owners or their duly authorized representatives. Such roll shall indicate for each Unit 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 Association as to the status of a Unit owner's assessment account shall limit the liability of any person for whom made other than the Unit owner. The Association shall issue such certificates to such persons as a Unit owner may request in writing.
- 9) Liability for Assessments. The owner of a 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 to recover from the grantor the amounts paid by the grantee therefore. 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 Unit for which the assessments are made. A purchaser of an Unit 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 purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.
- 10) Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon:
- a) The Unit and all appurtenances thereto and shall constitute a lien from the time of assessment of such common expenses prior to all other liens except only tax liens on the Unit in favor of any assessing unit and special district; and all sums unpaid on a first mortgage of record.
 - b) 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 mechanics' and material-men's liens. In such foreclosure, the delinquent owner may be required to pay a reasonable rental for the Unit and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect such delinquent assessment. The Association may, in addition to such foreclosure action, file suit to recover a money judgment for unpaid common expenses and such action shall not constitute a waiver of the lien securing such unpaid assessment.
 - c) If the Board of Directors determines to file foreclosure to collect such unpaid assessments, the Board of Directors acting on behalf of the Association shall have the

power to bid in the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

11. Application of Payments.

- a) 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 percent (10%) per annum from the date when due until paid, All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.
- b) Suit and Collection Costs. The Board of Directors of the Association at its option 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 percent (10%) per annum and all costs, including collection fees, reasonable attorneys' fees, and the costs of the suit or proceedings.

XII. COMPLIANCE AND DEFAULT

- A. Each Unit owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit owners to the following relief.
 - 1) Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, 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 Association or if appropriate, by an aggrieved Unit owner.
 - 2) Liability of Owner. All Unit owners shall be liable for the expense of any maintenance, repair or replacement 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 insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
 - 3) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
 - 4) No Waiver of Rights. The failure of the Association of a 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 Association or Unit owner to enforce such right, provision, covenant or condition in the future.

- 5) No Election of Remedies. All rights, remedies and privileges granted to the Association or any Unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of anyone 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.

XIII. AMENDMENT

- A. Except for alterations in the shares which cannot be done except with the consent of all Unit owners whose shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:
- 1) Declaration. Amendments to the Declaration shall be proposed and adopted as follows:
 - a) 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.
 - b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by others. Directors and Unit 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 seventy-five percent (75%) of the Directors and seventy-five percent (75%) of the Unit owners and their mortgagees.
 - c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association 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 Unit 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.
 - 2) Association; Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XIV. TERMINATION

- A. The Condominium shall be terminated, if at all, in the following manner:
- 1) By Agreement. The termination of the Condominium may be effected by the agreement of all Unit 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.
 - 2) 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 Association 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.

- 3) Shares of Unit Owners after Termination. After termination of the Condominium, the Unit owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Unit owners shall have mortgages and liens upon the respective undivided shares of the Unit owners. Such undivided shares of the Unit owners shall be as set forth in Exhibit "A". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit owners and their first mortgagees in proportion to the amount of the assessments paid by each Unit owner. The costs incurred by the Association in connection with a termination shall be a common expense.
- 4) Sale after Termination. Following termination, the property may be partitioned and sold upon the application of any Unit owner. If the Association following a termination by not less than a three-fourths vote of the owners determines to accept an offer for the sale of the property, each Unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. 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.
- 5) Agents of Owners. The members of the Board of Directors acting collectively as agents for all Unit owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND

- A. All provisions of the Condominium Documents shall be construed to be covenants running with the land with every part thereof and interest therein including but not limited to every Unit and the appurtenances thereto; and every Unit 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 a Unit other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.
- B. Notice of Lien. A Unit owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.
- C. Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the property, such notice to be given within five (5) days after the Unit owner receives notice thereof.

- D. Effect. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.
- E. Register of Mortgages. The Association shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES

- A. Judicial Sales. No judicial sale of any Unit or any interest therein shall be valid unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in 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 Association.
- C. Foreclosures. In the event proceedings are instituted to foreclose any mortgage on any Unit, the Association on behalf of one or more Unit owners, shall have the right to redeem from the mortgage for the amount due thereon or to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association 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 Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit 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 Unit at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, 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 Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgage shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association 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 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 Association. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past-due assessment.

XVIII. INVALID OR UNENFORCEABLE PROVISIONS

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.

XIX. UNIT DEEDS

Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described.

XX. CAPTIONS

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









STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF

AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC.

I, EDWIN J. SIMCOX, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above Corporation, in the form prescribed by my office, prepared and signed in duplicate by the incorporator(s), and acknowledged and verified by the same before a Notary Public, have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; that I have endorsed my approval upon the duplicate copies of such Articles; that all fees have been paid as required by law; that one copy of such Articles has been filed in my office; and that the remaining copy of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporator(s) or his (their) representatives; all as prescribed by the provisions of the INDIANA NOT-FOR-PROFIT CORPORATION ACT OF 1971, as amended.

NOW, THEREFORE, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.



In Witness Whereof, I have hereunto set my hand and affixed

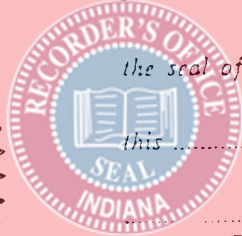
the seal of the State of Indiana, at the City of Indianapolis,

this 7th day of

April 80, 19

Edwin J. Simcox
EDWIN J. SIMCOX, Secretary of State

By *Laura M. Tracy* Deputy



INSTRUCTIONS.

Use 8½ x 11 Inch Paper for Instruments
Present 2 Executed Copies to Secretary of State, Room 155, State House, Indianapolis, Indiana 46204
The recording of a third executed copy with the County Recorder is no longer statutorily required.
FILING FEE is \$26.00

Corporation Form No. 364 -1 (Sept. 1977)
Page 0
ARTICLES OF INCORPORATION
(Not for Profit)
Prescribed by Edwin J. Sirmcox,
Secretary of State of Indiana

APPROVED
AND
FILED

APR 07 1980

[Signature]
SECRETARY OF STATE OF INDIANA

**ARTICLES OF INCORPORATION
OF**

.....AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation is AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC.
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)

ARTICLE II

Purposes

The purposes for which the Corporation is formed are:

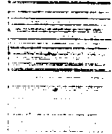
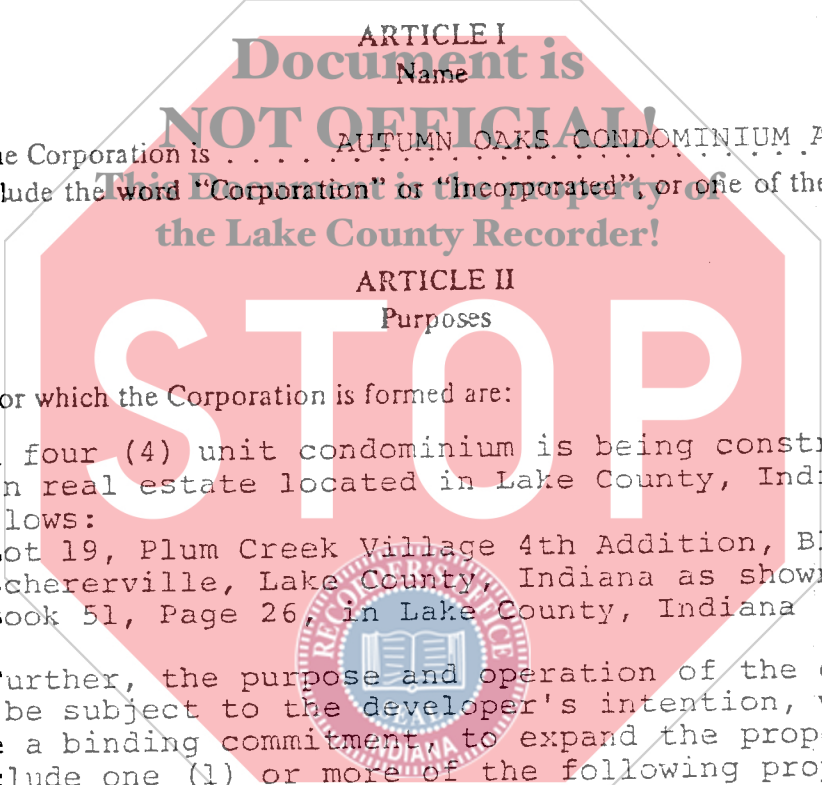
(a) A four (4) unit condominium is being constructed upon certain real estate located in Lake County, Indiana described as follows:

Lot 19, Plum Creek Village 4th Addition, Block 2, Schererville, Lake County, Indiana as shown in Plat Book 51, Page 26, in Lake County, Indiana

(b) Further, the purpose and operation of the corporation shall be subject to the developer's intention, which shall not be a binding commitment, to expand the property so as to include one (1) or more of the following proposed phases, to be constructed on the following described real estate within four (4) years from the date hereof. Neither the Association nor any members thereof shall have any interest of any kind or nature whatsoever in

Lots 15, 16, 17, 18, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana until said proposed expansion is accomplished.

NOTE: "Not-for-Profit" as applied to corporations means, "...any corporation which does not engage in any activities for the profit of its members and which is organized and conducts its affairs for the purposes other than the pecuniary gain of its members". (Indiana Code, 23-7-1.1-2[d])



1. Second Phase - to construct six (6) units on Lot 18, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana,

2. Third Phase - to construct eight (8) units on Lots 16 and 17, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana,

3. Fourth Phase - to construct six (6) units on Lot 15, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana.

(c) The documents creating the condominium provide for the ownership, operation, management, maintenance and use of apartments as described in said document. This Association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

(d) The Association shall not engage in any activities for the profit of its members, and shall conduct its affairs in such fashion and for such purposes other than for the pecuniary gain of its members, directors, officers, or incorporators.

(e) The Association shall have all of the common law and statutory powers of the corporation not for profit which are not in conflict with the terms of these articles.

(f) The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

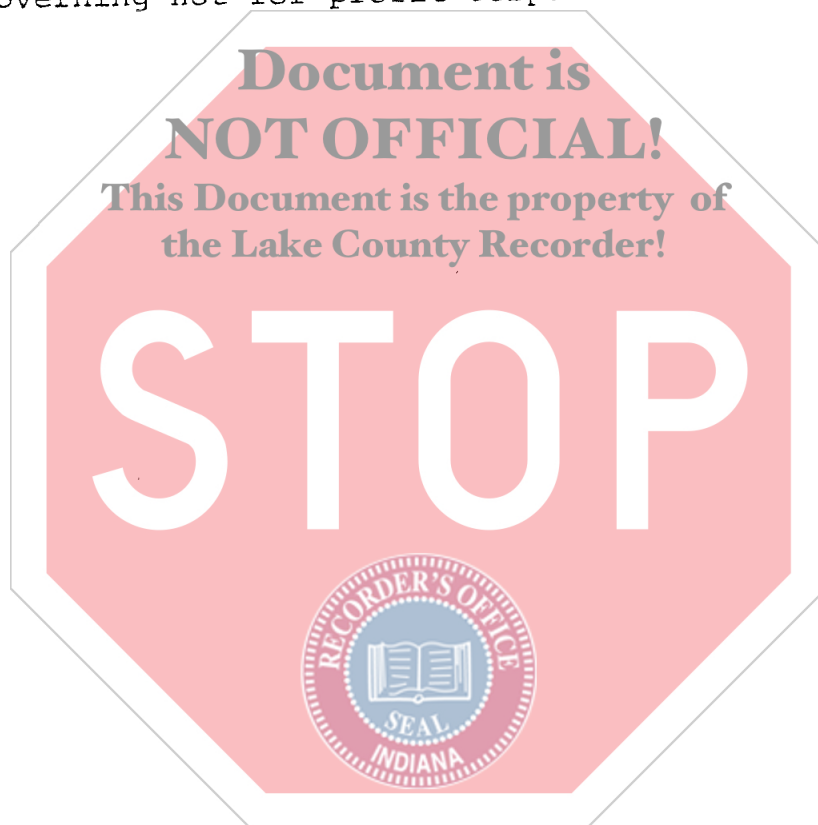
- (1) Make and collect assessments against members to defray the cost of the condominium.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) The maintenance, repair and replacement of operation of the condominium property.
- (4) The reconstruction of improvements after casualty and the further improvement of the property.
- (5) To make and amend regulations respecting the use of property in the condominium.
- (6) To approve or disapprove of proposed purchasers and mortgagees of apartments.
- (7) To enforce by legal means the provisions of the condominium documents, these articles, the By-Laws of the Association, and the regulations for the use of the property in the condominium.
- (8) To contract for the management of the condominium and delegate to such contractor all powers and duties

of the Association except such as are specifically required by the condominium documents to have the approval of the Board of Directors or of the members of the Association.

(9) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

(10) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the property.

(g) All rights, powers and descriptions of purposes established by the Articles of Incorporation, shall be subject to the Declaration of Condominium and all provisions contained therein as if fully set forth in these Articles and Indiana law governing expandable condominium development, and shall further be subject to Indiana law governing not for profit corporations.



ARTICLE III
Period of Existence

The period during which the Corporation shall continue is Perpetual
(either "Perpetual", or, if limited, some definite period of time.)

ARTICLE IV
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is Thomas W. Schuyler
(Name)

9004 Indianapolis Boulevard, Highland, INDIANA 46322
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is

9004 Indianapolis Boulevard Highland, INDIANA 46322
(Number and Street or Building) (City) (State) (Zip Code)

Document is NOT OFFICIAL!

ARTICLE V
Membership

A minimum of three (3) persons shall have signed the membership list. (Directors or Trustees or Incorporators may be included in the Membership.)

Section 1. Classes (if any):

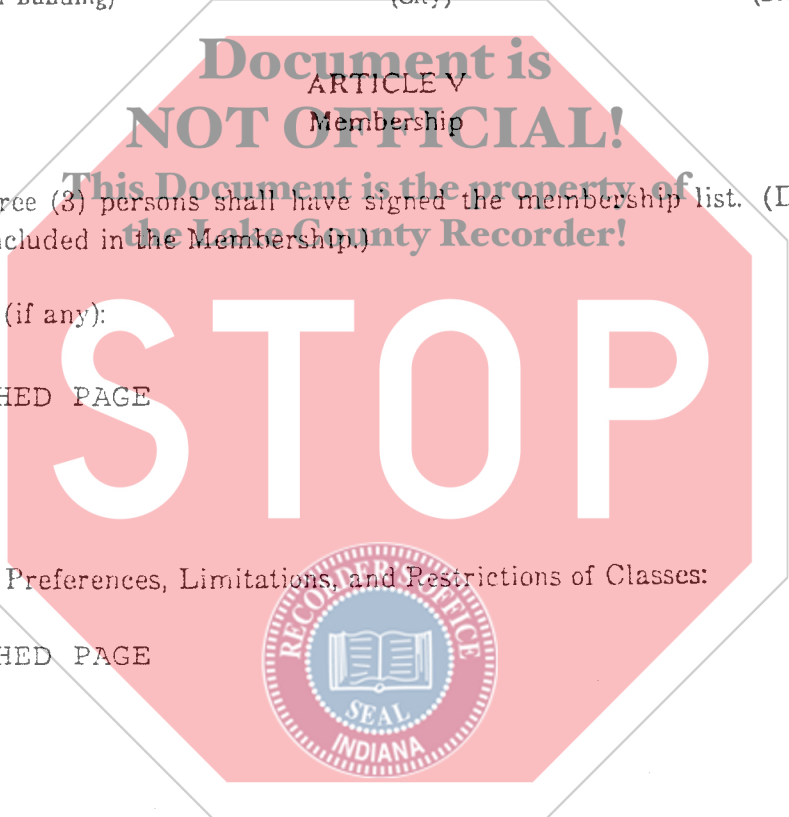
SEE ATTACHED PAGE

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes:

SEE ATTACHED PAGE

Section 3. Voting Rights of Classes:

SEE ATTACHED PAGE



NOTE: The Corporation shall confer upon every member a certificate signed by the President (or Vice-President) and Secretary (or Assistant Secretary) stating that he or she is a member of the Corporation.

(a) Every owner, or owners, of apartments in the condominium shall be members of the Association, and no other person or entity shall be entitled to membership.

(b) Each owner, or owners, by virtue of membership in the Association shall be entitled to vote and participate in all affairs of the Association. In the event the apartments are owned by more than one natural person, as governed by the condominium documents, voting rights shall be limited to one vote for each apartment.

(c) Membership in the Association shall be established by recording in the Office of the Recorder of Lake County a Deed or other instrument establishing a Change of Record Title to an apartment in a condominium and the delivery to the Association of a certified copy of such instrument, shall entitle the new owner designated by such instrument therein to become a member of the Association. The membership of the former owner shall be thereby terminated.

(d) The share of the member and the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the apartments in the condominium.

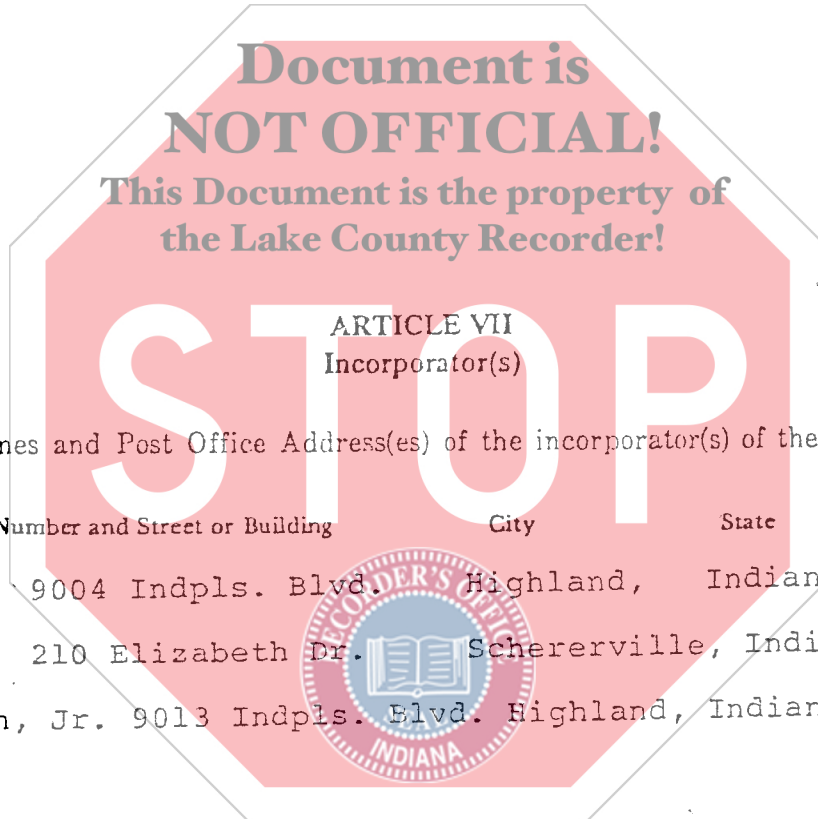


ARTICLE VI
Directors

Section 1. Number of Directors: The initial Board of Directors is composed of..... members. If the exact number of Directors is not stated, the minimum number shall be,and the maximum number shall be Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
Thomas W. Schuyler	9004 Indpls. Blvd.	Highland,	Indiana	46322
Tom Broertjes	210 Elizabeth Dr.	Schererville,	Indiana	46375
Palmer C. Singleton, Jr.	9013 Indpls Blvd.	Highland,	Indiana	46322



Section 1. Names and Post Office Address(es) of the incorporator(s) of the Corporation is (are) as follows:

Name	Number and Street or Building	City	State	Zip Code
Thomas W. Schuyler	9004 Indpls. Blvd.	Highland,	Indiana	46322
Tom Broertjes	210 Elizabeth Dr.	Schererville,	Indiana	46375
Palmer C. Singleton, Jr.	9013 Indpls. Blvd.	Highland,	Indiana	46322

ARTICLE VIII
Statement of Property (If any)

A statement of the property, and an estimate of the value thereof, to be taken over by the Corporation at or upon its incorporation are as follows:

None

ARTICLE IX
Provisions for Regulation and Conduct
Of the Affairs of Corporation
(Can be the "By Laws")

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the Corporation, the directors or the members of any class or classes of members are as follows:

- (a) The affairs of the Association, its management and operation shall be governed by the terms and provisions of the "Horizontal Property Law" of the State of Indiana, being acts of 1963, Chapter 349, Section 1, as amended, and particularly, but not limited thereto, those amendments governing expandable condominium developments.
- (b) The power to make, alter, amend, or repeal the By-Laws of the corporation shall be vested in the members of the Association, subject to the terms, provisions, and conditions contained in the Declaration.
- (c) Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws except for so long as Schuyler Broertjes Development Corporation, an Indiana Corporation, Developer, continues to own any of the apartments, a majority of the Board of Directors of the Association shall be elected by the vote of the Developer and such members need not be residents, or owners, of apartment units; provided however that on and after January 1, 1983 the foregoing provision shall not apply.
- (d) Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in

connection with any proceeding to which he may be the party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officers are adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.



NOTE: This Form is for use by Domestic Not-For-Profit Corporations Incorporated or Reorganized Under The Indiana General Not-For-Profit Corporation Act, Approved March 7, 1935, or The Indiana Not-For-Profit Corporation Act of 1971, Approved September 2, 1971.

APPROVED
AND
FILED

JUL 17 1980

Edmund J. ...
SECRETARY OF STATE OF INDIANA

If the Amendment is filed pursuant to the terms of the Indiana General Not-For-Profit Corporation Act, triplicate filing should be made with the Secretary of State. After approval one copy should be filed with the County Recorder.

If the Amendment is filed pursuant to the terms of the Indiana Not-For-Profit Corporation Act of 1971, duplicate filing should be made with the Secretary of State. Recording with the County Recorder is not required.

An Amendment filed under either Act is to be accompanied with a \$26.00 filing fee.

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF

AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC.

Thomas W. Schuyler
(President or Vice President)

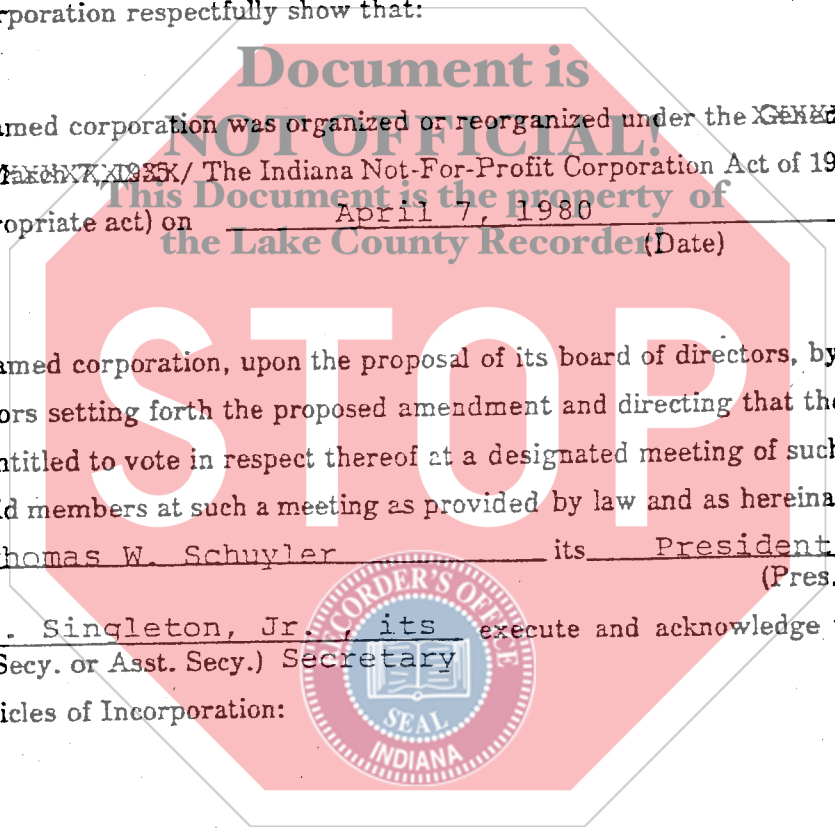
and Palmer C. Singleton, Jr.
(Secretary or Assistant Secretary)

of the above named corporation respectfully show that:

1. The above named corporation was organized or reorganized under the ~~General Not-For-Profit Corporation Act, approved March 7, 1935~~ / The Indiana Not-For-Profit Corporation Act of 1971, approved September 2, 1971 (select the appropriate act) on April 7, 1980 (Date)

2. The above named corporation, upon the proposal of its board of directors, by resolution duly adopted by said board of directors setting forth the proposed amendment and directing that the same be submitted to a vote of the members entitled to vote in respect thereof at a designated meeting of such members, and upon the adoption thereof by said members at such a meeting as provided by law and as hereinafter more specifically set out, does hereby by Thomas W. Schuyler its President (Pres. or V. Pres.)

and Palmer C. Singleton, Jr. its Secretary execute and acknowledge the following Articles of Amendment of its Articles of Incorporation:



Article II(b)

Further, the purpose and operation of the corporation shall be subject to the developer's intention, which shall not be a binding commitment, to expand the property so as to include one (1) or more of the following proposed phases, to be constructed on the following described real estate within four (4) years from the date hereof. Neither the Association nor any members thereof shall have any interest of any kind or nature whatsoever in

Lots 15, 16, 17, 18, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana until said proposed expansion is accomplished.

1. Second Phase - to construct six (6) units on Lot 18, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana,

(Exact Text of Amendment) 2. Third Phase - to construct six (6) units on Lot 15, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana,

3. Fourth Phase - to construct eight (8) units on Lots 16 and 17, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana.

The Developer shall have no obligations to develop any subsequent phase, or to construct the phases of the project in the indicated order, regardless of designation, and may, at its option, develop any of the above phases in any order or sequence.

This Document is the property of
the Lake County Recorder!

STOP

(insert additional 8 x 11" pages as required)

3. (A) The above amendment was adopted in the following manner by the Board of Directors:

The Board of Directors of the Corporation at a duly called ~~annual~~ special (~~designate which~~) meeting of said board held on June 30, 1980 at 9004 Indianapolis Boulevard
(Date) Highland, Indiana (Place)

adopted the following resolution of Articles of Amendment of the Articles of Incorporation of said corporation:

"Resolved that Article II(b) be amended to read as follows:

Further, the purpose and operation of the corporation shall be subject to the developer's intention, which shall not be a binding commitment, to expand the property so as to include one (1) or more of the following proposed phases, to be constructed on the following described real estate within four (4) years from the date hereof. Neither the Association nor any members thereof shall have any interest of any kind

(Text of Resolution of Directors)

or nature whatsoever in

Lots 15, 16, 17, 18, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana until said proposed expansion is accomplished.

1. Second Phase - to construct six (6) units on Lot 18, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana,

2. Third Phase - to construct six (6) units on Lot 15, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana,

3. Fourth Phase - to construct eight (8) units on Lots 16 and 17, Plum Creek, 4th Addition, Block 2, Town of Schererville, Lake County, Indiana.

3A

(continued - see attached page)

"Be it further resolved, that this proposed amendment be submitted to a vote of the members entitled to vote thereon at (an) a special meeting, to be held on the 7th day of July, 19 80, at 9004 Indianapolis Boulevard, Highland, Indiana, and the secretary is hereby directed to give Notice thereof as required by law."

This Document is the property of the Lake County Recorder!

(B) At the members' meeting the members entitled to vote in respect of said amendment to the Articles of Incorporation, upon the call and notice required by law, did adopt the above amendment(s) by the affirmative vote of at least a majority of the members entitled to vote thereon.

Membership Vote with Respect to the Proposed Amendment

The number of Members entitled to vote in respect of such Articles of Acceptance, the Members voting in favor of the adoption of such Articles of Acceptance, and the Members voting against such adoption, are as follows:

	TOTAL
Members entitled to vote:	3
Members voted in favor:	3
Members voted against:	0

Compliance with Legal Requirements

The manner of the adoption of such Articles of Amendment, and the vote by which they were adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

3A continued --

The Developer shall have no obligations to develop any subsequent phase, or to construct the phases of the project in the indicated order, regardless of designation, and may, at its option, develop any of the above phases in any order or sequence.



In witness whereof the undersigned Thomas W. Schuyler and
(President or Vice President)

Palmer C. Singleton, Jr., respectively, of said corporation
(Secretary or Asst. Secretary)

have unto set their hand and seal this 7th day of July, 19 80.

Thomas W. Schuyler
(President or Vice President)

Palmer C. Singleton, Jr.
(Secretary or Assistant Secretary)

STATE OF Indiana)

COUNTY OF Lake)

Document is
NOT OFFICIAL!

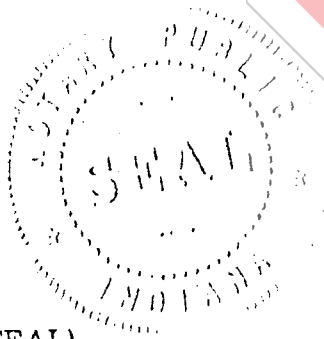
Before me, Pamela A. Ringel, a notary public in and for said county and state,
personally appeared Thomas W. Schuyler and Palmer C. Singleton, Jr.
well known to me to be the President and Secretary
(Pres. or Vice Pres.) (Secy. or Asst. Secy.)

respectively, of the above-named corporation and severally acknowledge the execution of the foregoing Articles
of Amendment.

STOP



Pamela A. Ringel
Notary Public



(SEAL)

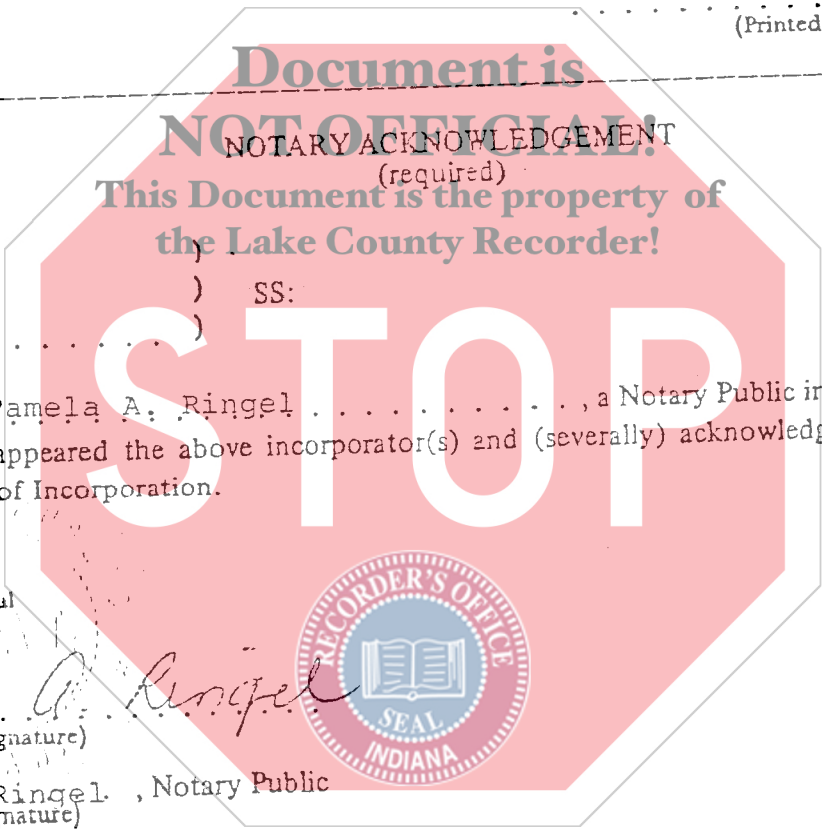
My commission expires 12-12-81

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this . 3rd . day of . . . April, 19. 80.

Thomas W. Schuyler
(Written Signature)
Thomas W. Schuyler
(Printed Signature)

Tom Broertjes
(Written Signature)
Tom Broertjes
(Printed Signature)
Palmer C. Singleton, Jr.
(Written Signature)
Palmer C. Singleton, Jr.
(Printed Signature)



State of Indiana)
County of LAKE) SS:

Before me, Pamela A. Ringel, a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (severally) acknowledged the execution of the foregoing Articles of Incorporation.

Notary Seal Required
Pamela A. Ringel
(Written Signature)
Pamela A. Ringel, Notary Public
(Printed Signature)

My commission expires: . 12-12-81 . .
Resident of Lake County

7.
WITNESS my hand and Notarial Seal this 3rd day of April . . . , 19. 80.

This instrument was prepared by . . Glenn R. Patterson, Attorney at Law
9013 Indianapolis Boulevard Highland, Indiana 46322
(Name)

CUROSH & CUROSH

ATTORNEYS AT LAW

1306 119TH STREET
WHITING, INDIANA 46394
PHONE: (219) 659-1151
FAX: (219) 659-1154
WWW.CUROSHLAW.COM

June 8, 2012

Autumn Oaks Condominium Association
1535 Maple Place
Scherverville, Indiana 46375

RE: **Autumn Oaks Condominium Association, Inc. Documents**

Dear Board Members:

This letter is written in response to your request for a document to accompany the Autumn Oaks Condominium Association Paperwork. The documents that were prepared by our firm are as follows:

- (1) Amended Declaration of Condominium (26 Pages)
- (2) Exhibit A: First Phase (1 Page)
- (3) Exhibit B: Second Phase (1 Page)
- (4) Exhibit C: Certificate and Articles of Incorporation and Amended Certificate and Articles (16 Pages)
- (5) Exhibit D: Bylaws (15 Pages)
- (6) Exhibit E: Rules and Regulations (3 Pages)

Should you have any further questions or concerns in this matter, please do not hesitate to contact me.

Very truly yours,



Joseph L. Curosh III
CUROSH & CUROSH





BYLAWS OF AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC.

1. Organization

These are Bylaws of AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Indiana, subject to the Charter granted by the Secretary of State and the Amended Declaration affecting the land and all improvements known as AUTUMN OAKS CONDOMINIUM. The Association has been organized for the purpose of administering a condominium upon the following lands in Lake County, Indiana:

Lot 19, Plum Creek Village 4th Addition, Block 2
Town of Schererville, Lake County, Indiana, as shown in
Plat Book 51, Page 26, in Lake County, Indiana
and
Lot 18, Plum Creek Village, 4th Addition, Block 2,
Town of Schererville, Lake County, Indiana, as shown in
Plat Book 51, Page 26, in Lake County, Indiana

Furthermore,

- (1) The office of the Association shall be at 1535 Maple Place, Schererville, Indiana, 46375.
- (2) The fiscal year of the Association shall be the calendar year.
- (3) The seal of the corporation shall bear the name of the corporation and the words "Corporation not for profit" and the year of incorporation.

2. Compliance

All present and future owners, mortgagees, or other persons who may use the facilities of the condominium in any manner shall be subject to and shall comply with the provisions of the master deed and any amendments, the condominium association Bylaws, the articles of incorporation, and any other

condominium documents that pertain to the use and operation of the property. The acceptance of a deed of conveyance, or the act of occupying a unit in the property shall constitute an acceptance of the terms of the condominium documents and an agreement to comply with their provisions.

3. Inspection

The Association shall keep current copies of the master deed, all amendments to the master deed, and copies of all other condominium documents for the condominium available for inspection by any member of the association during regular business hours. The Association shall reserve the right to delegate this obligation to an agent so long as the written authorization requires the agent to abide by the terms of any condominium documents of the Association.

4. Membership

- (1) **Membership.** Each owner of a unit in the condominium, during the period of ownership, shall be a member of the Association, and no other person or entity will be entitled to membership. Membership is not transferable or assignable if it is not part of the sale and assignment of the ownership interest in a unit. No such transfer will become effective until the Secretary of the Board of Directors is notified of this transfer in writing. The secretary must then record the transfer in the membership book.
- (2) **Membership Interest.** For membership purposes, each owner shall be treated as a single legal entity.
- (3) **Assignment of Interest.** The share of an owner in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to a unit.
- (4) **Membership List.** The secretary of the Association, or the agent of the Association having charge of the membership records of the Association, shall make and certify a complete membership list of the owners entitled to vote at a membership meeting or any adjournment. The list shall be arranged either alphabetically by name or sequentially by address and shall include both the name and address of each owner. The list shall be produced at the time and place of the membership meeting, be subject to inspection by any members during the whole time of the meeting, and be prima facie evidence of the members entitled to examine the list or vote at the meeting.
- (5) **Voting Rights.** Each owner will be entitled to one vote for each unit owned when voting by number, and one vote when voting by value, the value of which shall equal the total of the percentages assigned to the unit or units owned. Voting shall be by number, except in those instances where voting is specifically required in the Master Deed or Bylaws to be by number and value. No cumulating of votes shall be permitted. Furthermore, the vote of the owners of a unit owned by more than one person shall be cast by the person named in a certificate signed by the owners of the unit and filed with the Secretary of the Board of

Directors. Such Certificate shall be valid until revoked by a subsequent certificate. If a certificate is not on file, the vote of such owners shall not be considered, nor shall their attendance be considered in determining a quorum.

- (6) Proxies. Votes may be cast in person or by proxy. Proxies may be either general proxies or specific proxies or any combination thereof. All proxies must be in writing and filed with the secretary by the beginning of the meeting. Proxies that specify a particular vote on a particular agenda item will be cast during that vote by the secretary. Proxies are revocable and the proxy of any owner will automatically terminate on conveyance by such owner of his or her lot. Proxies will be valid only for the particular meeting designated and terminate at the adjournment of that meeting.
- (7) Annual Meeting. The annual members' meeting shall be held at the office of the corporation at 7:30 P.M. on the second Monday in May of each year, for the purpose of electing officers and 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.
- (8) Special Meeting. Special members' meetings shall be held whenever called by the President, Board of Directors, or upon receipt of a written request from one fourth (1/4th) of the entire membership.
- (9) Notice. Notice of all members' meetings stating the day, the hour, the location, and the objects for which the meeting is called shall be given by the 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 Association.
- (10) Quorum. The presence at the meeting, in person, or by proxy, of members entitled to cast sixty (60%) percent of the votes of the membership will constitute a quorum for authorization of any action. If a quorum is not present at any meeting, the members entitled to vote will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.
- (11) 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.
- (12) The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:
- (a) Election of chairman of the meeting.
 - (b) Calling of the roll and certifying of proxies.
 - (c) Proof of notice of meeting or waiver of notice.
 - (d) Reading and disposal of any unapproved minutes.

- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

5. Board of Directors

- (1) The Board of Directors shall consist of three (3) Officers. Each Officer shall be the owner of a unit.
- (2) Election of Officers shall be conducted in the following manner:
 - (a) The Officers shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
 - (b) Vacancies of Officers may be filled until the date of the next annual meeting by the majority vote of all officers.
- (3) The term of each Officer's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he or she is removed.
- (4) The compensation to all officers and employees of the Association shall be fixed by the members.
- (5) Any officer may be removed with or without cause by a majority vote of the owners of the Association entitled to vote at an election of directors.
- (6) The organization meeting of the newly-elected board of directors shall be held within thirty (30) days of their election.
- (7) Regular meetings of the Board of Directors may be held at such time and place as determined by the President. Notice of the regular meetings shall be given to each Officer.
- (8) Any Officer may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent of giving notice.
- (9) A quorum of the Board of Directors shall be all three (3) members.
- (10) The executive officers of the corporation shall be a President, a Treasurer, and a Secretary, all of whom shall be elected annually by the members and who may be peremptorily

removed by a vote of the members at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The members shall from time to time elect such other officers and designate their powers and duties as the members shall find to be required to manage the affairs of the Association.

(11)The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an Association, 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 Association. The President shall preside over the meetings of the Board of Directors and the Association.

(12)The Secretary shall keep the minutes of all proceedings. The secretary shall attend to the giving and serving of all notices to the members and other notices required by law. The secretary shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the President. The secretary shall keep the minute book in which resolutions shall be recorded.

(13)The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

6. Powers and Duties of the Board of Directors

All of the powers and duties of the Board of Directors shall be exercised by the Officers including those existing under the common law and Indiana Code, the Articles of Incorporation of the Association, and the documents establishing the condominium.

Such powers and duties of the Officers shall be exercised in accordance with the provisions of the Amended Declaration of Condominium which governs the use of the land and includes, but is not limited to the following:

- (1) To make and collect assessments against members to defray the costs of the condominium.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) The maintenance, repair, replacement, and operation of the condominium property.

- (4) The reconstruction of improvements after casualty and the further improvement of the property.
- (5) To make and amend regulations respecting the use of the property in the condominium.
- (6) To approve or disapprove proposed purchasers and mortgagees of units in the manner provided by the condominium documents.
- (7) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the Association, and the regulations for the use of the property in the condominium.
- (8) To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of officers or the membership of the Association.
- (9) To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.
- (10) To carry insurance for the protection of unit owners and the Association against casualty and liabilities.
- (11) To pay the cost of all power, water, sewer, and other utility services rendered to the condominium and not billed to owners of individual units.
- (12) The designation and removal of personnel necessary for the maintenance, repair, and replacement of the common areas and facilities.

7. Fiscal Management

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

- (1) **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 owner, the amount of each assessment against the owner, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.
- (2) **Budget.**

- (a) The Officers shall adopt an annual budget which shall contain estimates of the cost of performing the functions of the Association, including, but not limited to the following items:
- i. Common expense budget:
 1. Maintenance and operation of common elements:
 - a. Landscaping
 - b. Street
 - c. Walkways
 - d. Parking areas
 2. Utility services
 3. Casualty insurance
 4. Liability insurance
 5. Administration
 6. Taxes
 7. Water and sewer surcharge
 - ii. Proposed assessments against each member:
 1. Alteration and improvement account
 2. Reconstruction and repair account
 3. Emergency account
- (b) Copies of the proposed budget and proposed assessments shall be transmitted to each member prior to the time that said budget becomes effective. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned.
- (3) The depository of the Association shall be such bank or banks as shall be designated from time to time by the members and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the members.
- (4) An audit of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member.
- (5) Fidelity bonds shall be required by the members from all officers of the Association. The amount of such bonds shall be determined by the members, 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 Association.

8. Assessments

Each member is obligated to pay to the association quarterly and special assessments. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within ten (10) days after the due date, a late fee of \$25.00 shall be charged. If the assessment is not paid within thirty (30) days, an additional assessment of, at least, 6% per annum will be charged; and the association

may bring an action at law against the owner personally obligated to pay the same, or may place a lien on the delinquent property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by non-use of the common area or abandonment of the property.

Assessment due dates, methods of payment, and place of payment shall be established by the Board of Directors. The amounts of assessments shall be established by the Board of Directors so that each Owner pays his or her proportional share of costs in order to maintain the Condominium.

9. Rules and Regulations

The Board of Directors shall establish rules and regulations governing the condominium. These Rules and Regulations are supplements to the condominium documents. If a rule or regulation is in conflict with the Declaration of Condominium, the Bylaws, or Articles of Incorporation, then the rule or regulation shall be null and void.

The Board of Directors shall propose new Rules and Regulations at any association meeting, regular or special.

Penalties for violating the Rules and Regulations shall be established in the Rules and Regulations and may be amended as deemed necessary by the Board of Directors.

Any Amendments to the Rules and Regulations must be voted on and passed by a majority of the Association Members.

10. Use and Occupancy Restrictions

- (1) **Residential Use of Units.** All condominium units shall be used exclusively for residential purposes, and no Unit or appurtenant Common Area shall be used for any purpose other than that of a single family residence or purposes incidental to residential use.
- (2) **Home Occupations.** Home occupations, including work conducted at home in the course of employment, conducted entirely within the residence and participated in solely by members of the immediate family residing in the residence that do not generate unreasonable traffic by members of the general public and do not change the residential character of the Unit or neighborhood are permitted as incidental to primary residential use. To be permitted as a "home occupation," there must be
 - i. No sign or display that indicates from the exterior that the residence is being utilized for any purpose other than that of a single family dwelling;
 - ii. No goods or commodities shall be kept for viewing or sale within the Unit or grounds of the Condominium;
 - iii. No provision of services within the Unit or grounds of the Condominium;
 - iv. No exchange for cash within the Unit or grounds of the Condominium; and

- v. No mechanical or electrical equipment is used, other than personal computers and other office equipment.
- (3) **Limitation.** No building intended for other business uses, and no unit, rooming house, day care facility, foster care residence, or other commercial and/or multiple family dwelling of any kind shall be erected, placed, or permitted on any Unit. In no event shall any barber shop, styling salon, beauty parlor, tea room, day care center, animal hospital, or any other form of animal care and/or treatment such as grooming, be considered as a home occupation.
- (4) **Common Areas.** The common areas shall be used only by the Owners of Units, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to the use of the Units; provided, that any parking areas, storage facilities, or other common area designed for a specific purpose shall be used only for those purposes or other uses as approved by the Board of Directors. The use, maintenance, and operation of the common areas shall not be obstructed, damaged, or unreasonably interfered with by any Owner, and shall be subject to any restriction, lease, or easement presently in existence or entered into by the Board of Directors.
- (5) **Use and Occupancy Restrictions.** In addition to the general requirements of this section, the use of the Condominium and its common areas by any owner shall be subject to the following restrictions:
- i. *Use of Common Areas.* The general common areas shall not be used for the storage of supplies or personal property (except for short periods of time as may be reasonably necessary to permit the placement of trash for collection the next day). No vehicles shall be parked on or along the private drives, and Owners shall not personally use or obstruct any parking areas that may be located on the common areas of the Condominium without the prior consent of the Board of Directors. No Owner shall in any way restrict access to any utility line or other area that must be accessible to service the common area or that affects an Association responsibility in any way. In general, no activity shall be carried on nor condition maintained by any Owner either in the Owner's Unit or upon the common areas that despoils the appearance of the Condominium.
 - ii. *Appearance of Units.* No Owner shall make any additions, alterations, or modifications to any of the common areas, nor make any changes to the exterior appearance, or structural elements of the Unit without the prior written approval of the Association. The Association shall not approve of any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the Condominium.
 1. Window and Door Treatments. Each owner shall maintain standard window and door treatments for all exterior windows and doors that conforms to the Rules and Regulations of the Association.
 2. Personal Property. No owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles of personal property outside

a Unit, this Restriction shall not be construed to prohibit an Owner from placing and maintaining outdoor furniture and accoutrements and decorative foliage of a customary nature and appearance on a patio, deck, or balcony appurtenant to a Unit. The Association reserves the right to request in writing of any Owner the removal of any object placed on a patio, deck, or balcony appurtenant to a Unit which it deems to detract from the overall good appearance of the premises.

3. Other Alterations. Any Owner may make alterations, additions, or improvements within the Owner's Unit without the prior approval of the Association; provided that the Owner shall be responsible for any damage to other Units, the common areas, or other property resulting from any such alterations, additions, or improvements.
- iii. *Owner Maintenance of Units.* Each Owner shall maintain his or her Unit and all improvements appurtenant thereto for which he or she has maintenance responsibility in a safe, clean, and sanitary condition. Each Owner shall also use due care to avoid damaging any of the common areas including, but not limited to the telephone, water, gas, plumbing, electrical, cable, internet, or other utility conduit and/or system and any other elements in any other Unit which are appurtenant to or which may affect any other Unit.
- iv. *Noise.* Each Owner shall be responsible for maintaining a reasonable decibel level in the course of his or her actions or the actions of his or her invitees, including any noise emanating from conversation, recorded or live music, individual instruments, hand or power tools, or any other common source of excessive noise.
- v. *Nuisances.* No nuisances shall be permitted on the property nor shall any use or practice be permitted that is a source of annoyance to, or that interferes with the peaceful possession or proper use of the Condominium by the Owners. No Unit shall be used in whole or in part for the storage of rubbish or trash, nor for the storage of any property or thing that may cause the Unit to appear in an unclean or untidy condition. No substance or material shall be kept on a Unit that will emit foul or obnoxious odors or that will cause excessive noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding Units.
- vi. *Prohibited Uses.* No immoral, improper, offensive, or unlawful use shall be conducted on the property, and nothing shall be done or kept in any Unit or on the common areas that will increase the rate of insurance for the Condominium without the prior written consent of the Association. No Owner shall permit anything to be done or kept in the Owner's Unit or elsewhere on the common areas that will result in the cancellation of insurance on any Unit or any part of the common areas, or that will be in violation of any law.
- vii. *Firearms and Weapons.* No Owner shall use, or permit the use by any occupant, agent, tenant, invitee, guest, or member of the Owner's family of any

firearms, air rifles, pellet guns, BB guns, paintball guns, bows and arrows, illegal fireworks, or other danger weapons, projectiles, or devices anywhere on or about the property.

- (6) **Common Courtyards.** The common courtyards shall be for the quiet use of Owners, family members, occupants, guests, and invitees. For any prior planned gathering in the courtyard areas, the host Owner shall first receive written permission to use the courtyard area from the Board of Directors. At all times, use of the common courtyard areas shall adhere to a quiet time policy where no noise that may disturb any occupants of any of the other Units shall emanate from the courtyard. The Association reserves the right to impose reasonable user fees for use of the common courtyard areas and any furniture or equipment located therein.
- (7) **Fire Safety.** Each Owner shall abide by the general fire safety regulations and precautions issued by the State of Indiana and the Town of Schererville, including, but not limited to:
- i. No Owner shall knowingly permit any fire to ignite or spread so as to endanger the life or property of another, nor operate any device which may be a source of ignition unless reasonable precautions are taken to ensure against the starting and spreading of unfriendly fires;
 - ii. No Owner shall deliberately, or through carelessness or negligence, set fire to or cause the burning of any bedding, furniture, rug, curtain, drape, rags, refuse, leaves, or any other combustible material, in such manner as to endanger the safety of any person or property;
 - iii. No Owner shall permit the making of any fire for the purposes of cooking except in approved, non-combustible receptacles, nor dispose of any hot ashes, cinders, or smoldering coals except in non-combustible stands and in every case shall be kept at least two (2) feet laterally away from any combustible material, structure, or any exterior window or door opening;
 - iv. No Owner shall permit the use of any portable heaters in occupancies or situations in which such use or operation would present an undue danger to life or the property of others.
- (8) **Unit Rental.** No Unit or portion of a Unit may be rented, and no transient tenants may be accommodated in any building.
- (9) **Occupancy Limitations.** No more than four persons shall permanently occupy or reside in any two bedroom unit and no more than six persons shall permanently occupy or reside in any three bedroom unit, without the express prior written approval of the Association. In the event that a violation of this restriction by a family in occupancy of a unit results from the birth or adoption of a child, or the marriage or remarriage of a family member, this restriction shall be suspended as to such family for a period of one year to provide such family a reasonable time to cure such violation or otherwise dispose of the Unit.

- (10)**Garage Sales and Yard Sales.** No garage sales or yard sales will be conducted on the premises of the common areas, including, but not limited to the driveways, paved automobile court, sidewalk extensions, common courtyard areas, or alleys.
- (11)**Signs.** No signs or other advertising devices that are visible from the exterior of the Unit or from the common areas shall be displayed on any Unit without prior written permission from the Association or Board of Directors; provided that a professionally made unlit sign, or a sign of substantially the same quality and appearance may be used for the purpose of advertising a Unit for sale. However, the Association or the Board of Directors shall not prohibit the display by an Owner of a single United States flag not greater than three (3) feet by five (5) feet in size on the exterior of the Owner's Unit.
- (12)**Basketball Backboards and Hoops.** Basketball backboards and hoops are prohibited and may not be mounted on any dwelling, building, or garage. The use of temporary basketball hoops, exercise equipment, and other athletic equipment is prohibited.
- (13)**Satellite dishes.** An Owner may install a satellite dish for use within the Owner's Unit. To the extent required by applicable federal law, the Association's regulations shall not unreasonably impair an Owner's installation, maintenance, or use of the satellite dish.
- (14)**Application of Restrictions.** Unless there is a petition to a court, a dispute question as to whether a violation of any specific regulation or restriction contained in this section has occurred shall be submitted to the Board of Directors, which shall conduct a hearing and render a decision in writing. Such decision shall be binding upon all Owners and other parties having an interest in the Condominium.
- (15)**Applicability of Use and Occupancy Restrictions.** All provision of the Condominium Documents, including these Bylaws, including, but not limited to this section, and any rules or regulations adopted by the Association which apply to any Owner shall also apply to all occupants, family members, guests, invitees, and agents of any Owner or individual Unit. Each Owner shall cause all occupants, family members, guests, invitees, and agents of the Owner to comply with the Condominium Documents, these Bylaws, and the Rules and Regulations adopted by the Association and shall be responsible for all violations and losses to the common areas or individual Unites cause by such occupants, family members, guests, invitees, and agents, notwithstanding the fact that such occupants, family members, guests, invitees, or agents may be individually liable for any violations of the Condominium Documents.
- (16)**Rules of Conduct.** Additional rules and regulations consistent with the Condominium Documents and these Bylaws concerning the use of the Units and the Common Areas may be promulgated and amended by the Board of Directors. Copies of such Rules and Regulations must be furnished by the board to each Owner at least ten (10) days prior to their effective date and may be revoked at any time by the affirmative vote of 60 Percent or more of all Owners.
- (17)**Owner Enforcement.** An aggrieved Owner is entitled to compel enforcement of the Condominium Documents by action for injunctive relief and/or damages against the Association, its Officers, or another Owner in the Condominium.

(18) **Remedies for Breach.** In addition to the remedies granted by these Bylaws or any rules and regulations adopted by the Association for the collection of assessments or enforcement of certain use and occupancy restrictions, the Association shall have the right, in the event of a violation of the restrictions on use and occupancy imposed by this section, to enter the Unit and to remove or correct the cause of the violation. Such entry will not constitute a trespass, and the Owner of the Unit will reimburse the Association for all costs of the removal or correction. Failure to enforce any of the restrictions contained in this section will not constitute a waiver of the right of the Association to enforce restrictions in the future.

10. Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the corporation, or with the Statutes of the State of Indiana, or the Amended Declaration.

11. Governing Law and Remedies

In addition to any other remedies at law or in equity it may have, each party shall be entitled to seek equitable relief, including injunctive relief, and specific performance, in connection with a breach of the provisions of the Bylaws of AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC. All provisions of these Bylaws shall be governed by and construed in accordance with the laws of the State of Indiana exclusively and without reference to principles of conflict of laws.

12. Indemnification

1. **Indemnification of the Officers.** Every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amounts paid in settlement incurred by or imposed upon him or her in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law.
2. **Approval by Officers.** Any indemnification or reimbursement under this provision pursuant to a claim by an officer based upon a settlement shall be authorized only upon the majority approval of the settlement by the Association as in the best interests of the Association, where the officer seeking such indemnification or reimbursement shall abstain from any deliberations or votes related to his or her pending claim. In the event that no judicial or board determination as to indemnification has been made, an opinion of independent

counsel as to the propriety of indemnification shall be obtained if a majority of owners vote to procure such an opinion.

3. **Non Exclusive Right.** The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which an officer may be entitled.
4. **Notice to Owners of Indemnification.** At least ten days prior to payment of any indemnification that it has approved, the officers shall notify all owners in writing of such indemnification.
5. **Forfeiture of Indemnification Right.** An officer of the Association shall forfeit any right to indemnification for any willful or wanton misconduct or gross negligence.
6. **Insurance for Officers.** The Association shall provide liability insurance for every officer of the Association for the same purposes as provided above and in such amounts as may reasonably insure against potential liability arising out of the performance of his or her respective duties. With the prior written consent of the Association, an officer of the Association may waive any liability insurance for such officer's personal benefit. No officer shall collect for the same expense or liability listed above and under this section; however, to the extent that the liability insurance provided herein to a officer was not waived by such officer and is inadequate to pay any expenses or liabilities otherwise properly indemnified above, then such officer shall be reimbursed or indemnified only for such excess amounts. The Association may, in the sole discretion of the board, delegate any obligation to provide liability insurance for any officer to the management agent or any other third party.

13. Amendments

Amendments to the Bylaws shall be proposed and adopted in the following manner:

- (1) 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.
- (2) A resolution adopting a proposed amendment must receive approval of at least 60% of the votes of the entire membership of the Association.
- (3) **Effective date.** An amendment when adopted shall become effective only after being recorded in the Office of the Recorder of Lake County, Indiana.
- (4) These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Amended Declaration of Condominium.



RULES AND REGULATIONS OF AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC.

1) Juveniles

- a. No juveniles (a person under eighteen (18) years of age) are permitted to live in the building, in accordance with the provisions of Article V of the Amended Declaration of Condominium. Visiting juveniles are limited to a three (3) day continuous stay within a thirty (30) day period.

2) Pets

- a. No pets of any kind are permitted.

3) Cooking and Barbecuing

- a. Cooking and/or barbecuing must be done in the kitchen. No cooking or barbecuing with charcoal is permitted on the balconies or porches.

4) Unsightly Objects

- a. The balconies and porches are intended for patio furniture only and no articles are to be stored.

5) Window Maintenance

- a. The interior side of the windows and doors in a Unit is the Owner's responsibility.
- b. The exterior side of all glass including the common hallways and garages is the responsibility of the Association.

6) Maintenance of Halls

- a. The cleaning and maintenance of the hallways is the responsibility of the Association.

7) Garage Maintenance

- a. The maintenance of the exterior of the garages is the responsibility of the Association. Individual unit owners are responsible for cleaning and maintaining their own storage areas.

8) Exterior Maintenance

- a. All exterior maintenance of buildings, common areas, parking lots, streets, sidewalks, limited common areas, lawns, and landscaping is the responsibility of the Association.
- b. Snow removal is the Association's responsibility.

9) Garbage Handling

- a. Each unit is provided with a garbage disposal in the kitchen sink. It is the Owner's responsibility to use this equipment as directed and to deposit all garbage not disposed of by the garbage disposal unit in a garbage container. It is the responsibility of the Association to dispose of the garbage from the garbage containers.

10) Garages

- a. Garage doors are to be kept closed and locked at all times except when an Owner is present. Maintenance of the individual motor operators and transmitters is the Owner's responsibility through the Association's authorized maintenance.

11) Exterior Parking

- a. The space provided for external parking of a second auto is for this purpose only and not to be used for storage of boats, trailers, motor homes, etc. No more than two (2) autos per unit shall be parked on the condominium premises at any one time. The term "auto" as used herein includes all four-wheeled motor vehicles.

12) Storage

- a. Locked storage is provided at the front of each garage. All storage within the garage shall be within the locked storage area. The garage storage space outside the locked closets in each garage shall be proportionate for each owner.

13) Window and Door Coverings

- a. Draperies are the responsibility of the Owner; however all externally exposed areas of the draperies must have white linings.

14) Pest Control

- a. Pest control within an apartment is the Owner's responsibility.

15) Insurance

- a. Each unit owner is required to carry insurance in accordance with the provisions of the Declaration.

16) Floor Coverings

- a. The Owner shall not replace floor covering, except as provided in Article III (B) (5) of the Amended Declaration of Condominium

17) Keys

- a. The keying system within a building is master keyed for maintenance purposes and may not be altered.

18) Minimum Heat

- a. The minimum heat required by Owners who are absent during winter is 60 degrees F.

19) Noise

- a. Operation of noisy equipment such as clothes washers and dryers, garbage disposals, garbage compactors, etc. is prohibited after 10:00 P.M. or before 9:00 A.M. Loud music or television or any other sound which may be objectionable to the neighbors is prohibited.

20) Deliveries

- a. Deliveries of such items as milk, groceries, cleaning, packages, etc. are to be made to the public foyer. At no time is the door to the private foyer to be left unlocked.

21) Car Washing

- a. No car washing is permitted in the garages.

22) Water Usage

- a. Charges made for water used on the premises and by each owner are common expenses shared equally by all Owners. Therefore the unreasonable use of water or the wasting of water will not be tolerated. Owners who violate this rule will be charged additional special assessments to reimburse the Association for such unreasonable use or waste.

23) Towing

- a. Disabled vehicles must be removed within seventy-two (72) hours otherwise the vehicle shall be towed at the Owner's expense.



The foregoing were adopted as the Bylaws of AUTUMN OAKS CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Indiana, at the meeting of Association held on the 2nd day of June 2012.

Thomas A. Regan

President

Ronald Munnier

Treasurer

Noris Munnier

Secretary

