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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

THIRTY FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

This Thirty Fourth Amended and Restated Declaration of Condominium of Springwood Condominiums, Inc., made this 8th day of September, 2022.

Recitals, Purposes and Intent

WHEREAS, Springwood Condominiums, Inc., a Not-For-Profit corporation under the laws of the State of Indiana, the Articles of Incorporation of which were filed in the Office of the Secretary of State on June 15, 1981, now operates and is subject to a Certificate which was granted by the Secretary of State and the Declaration of Condominium affecting the land and all improvements thereon known as Springwood Condominiums;

AND WHEREAS, on the 7th day of December, 1981, the Declaration of Condominium, together with the following documents which were attached thereto and marked Exhibits "A", "B", "C", "D" and "E" were recorded in the Office of the Recorder of Lake County, Indiana, as Document No. 652819, to-wit:

Exhibit "A"	Floor Plans
Exhibit "B"	Articles of Incorporation of Springwood Condominium Association, Inc.
Exhibit "C"	By-laws of Springwood Condominium Association, Inc.
Exhibit "D"	Rules and Regulations of Springwood Condominium Association, Inc.
Exhibit "E"	Deed Form

AND WHEREAS, said Declaration, with attached Exhibits, has been amended to include additional parcels of real estate, which Amendments were recorded in the Office of the Recorder of Lake County, Indiana, as Document Nos. 676578 and 676579 on August 3, 1982; as Document

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Nos. 682108 and 682109 on September 24, 1982; as Document Nos. 718776 and 718777 on August 1, 1983; as Document Nos. 724232 and 724233 on September 3, 1983; as Document Nos. 747274 and 747278 on February 29, 1984; and as Document Nos. 768704 and 768705 on August 14, 1984; as Document No. 774591 on October 2, 1984; as Document No. 803103 on May 15, 1985; as Document No. 809124 on June 27, 1985; as Document No. 820019 on September 13, 1985; as Document No. 833053 on December 16, 1985; as Document No. 844873 on March 12, 1986; as Document No. 844877 on March 12, 1986; as Document No. 870593 on August 20, 1986; as Document No. 919595 on May 28, 1987; as Document No. 977684 on May 17, 1988; as Document No. 002562 on October 17, 1988; as Document No. 015463 on December 28, 1988; as Document No. 019908 on January 25, 1989; as Document No. 038537 on May 24, 1989; as Document No. 060639 on October 2, 1989; as Document No. 118366 on August 20, 1990; as Document No. 91022857 on May 14, 1991; as Document No. 92070671 on November 6, 1992; as Document No. 93046001 on July 15, 1993; as Document No. 93078774 on November 24, 1993; as Document No. 94043221 on June 9, 1994; as Document No. 94067871 on September 26, 1994; as Document No. 96013951 on March 4, 1996; as Document No. 97032828 on May 23, 1997; as Document No. 97036959 on June 9, 1997; as Document No. 98083617 on October 22, 1998; and as Document No. 99033582 on April 20, 1999;

AND WHEREAS, the Board of Directors of the Association, at its meeting held on August 12, 2022, approved a resolution recommending that amendments to the Seventh Declaration of Condominium be submitted to the members of the Association at a special meeting on September 8, 2022;

AND WHEREAS, on notice given and with a quorum present, the members of the Association authorized to vote at the special meeting, adopted resolutions which are embodied in

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this Thirty Fourth Amended and Restated Declaration of Condominium of Springwood Condominiums, Inc.

NOW THEREFORE, the Board of Directors and the membership of Springwood Condominium Association, Inc. authorized to vote, hereby having adopted the following which is Thirty Fourth Amended and Restated Declaration of the Association, together with the provisions of the Declaration filed with the Recorder of Lake County, Indiana, on December 7, 1981, and the amendments thereto which are not in conflict with the provisions of the Thirty Fourth Amended and Restated Declaration of the Association, the Horizontal Property Law, the Articles of Incorporation, the By-Laws, and the Rules and Regulations previously recorded, as each may be amended from time to time, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Unit in Springwood Condominiums, to-wit:

I. DEFINITIONS

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

A. Unit: The area as shown in Exhibit "A" to the December 7, 1981 Declaration of Condominium which includes everything inside the exterior surfaces of the building, but also including the air conditioning unit and television antennae, which is designated for residential use and separately described and designated on the floor plans filed in the Office of the Recorder of Lake County, Indiana, which term shall be deemed synonymous throughout this Declaration with "Condominium Unit".

B. Unit Owner or Co-Owner: May be a natural person or natural persons, a corporation, or a Trustee holding legal title under a trust agreement.

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

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D. Association: "SPRINGWOOD CONDOMINIUM ASSOCIATION, INC." and its successors, a corporation not-for-profit, organized under the laws of the State of Indiana, and copies of the Articles of Incorporation and of the Amended By-Laws of said corporation are annexed hereto and made a part hereof as Exhibits "B" and "C" respectively, as annexed to the December 7, 1981 Declaration of Condominium which term shall be deemed synonymous throughout this Declaration with "Association".

E. Building: The entire structure, located on the Property which has been built substantially in accordance with the plans filed with the Recorder of Lake County, Indiana, and containing two (2) units.

F. Common Areas and Facilities: Means and includes the greenbelt areas as identified on Exhibit "A" of the Declaration.

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

1. Maintenance, management, operation, repair and replacement of the common areas and facilities and limited common areas and facilities not designated to the individual unit owner, and those parts of the units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

2. Management and administration of the Association, including without limiting the same to compensation paid by the Association to a managing agent, accountants, attorneys and other employees, if any;

3. All sums lawfully assessed against the unit owners by the Association;

4. Expenses agreed upon as common expenses by the Association;

5. Any other items held by or in accordance with other provisions of this Declaration, the Condominium Documents, or required by statute.

H. Common Profit: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

I. Condominium Documents: The December 7, 1981 Declaration of Condominium, Exhibits A, B, C, D and E attached thereto, the amendments to each, and the Thirty Fourth Amendment to the December 7, 1981 Declaration of Condominium.

J. Declaration: This instrument by which the Property is submitted to the provisions of the Horizontal Property Law of the State of Indiana and as such Declaration from time to time may be lawfully amended and supplemented by and including therein the additional property heretofore described under Recitals, Intents, and Purposes.

K. Developer: George E. Watson Development Corp., and its successors and assigns.

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L. Expandable Condominium: Means a condominium to which real estate may be added.

M. Limited Common Areas and Facilities: Means and includes those common areas and facilities designated in the Declaration as reserved to the use of a certain unit or units, and shall include the following:

1. The landscaped area adjacent to the Condominium Unit as shown on Exhibit "A" of the December 7, 1981 Declaration of Condominium, and serving only such unit, including the lawn sprinkling system installed thereon;

2. The driveway and sidewalk serving only such unit;

3. The exterior surfaces of the doors, windows and frames in the perimeter walls of the condominium Unit, including paint, but excluding all glass surfaces;^{1/}

4. The patio areas.

N. Majority: The unit owner or co-owners with fifty-one (51%) percent or more of the votes in accordance with the percentages assigned in the Declaration to the units for voting purposes.

O. Plans and Specification: The plans and specifications referred to in Article I, Exhibit "A" of the December 7, 1981 Declaration of Condominium, and the exhibits to the amendments to the Declaration of Condominium.

P. Person: A natural person or natural persons, a corporation or a Trustee capable of holding title to a unit or units.

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

R. Share: The percentages attributed to each unit.

II. USE OF COMMON AND LIMITED COMMON AREAS AND FACILITIES

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

A. Covenant Against Partition: In order to 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

^{1/} Amended September 8, 2022.

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termination of the Declaration in accordance with provisions herein elsewhere contained or until the building is no longer tenable, whichever occurs first.

B. 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.

C. Repair of Common and Limited Common Areas and Facilities: Maintenance, repair, management and operation of the common and limited common areas and facilities as herein defined, shall be the responsibility of the Association and shall be an Association expense.

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

E. Use of Common and Limited Common Areas and Facilities: Subject to the rules and regulations from time to time pertaining thereto, all 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 have 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.

F. Alterations and Improvements: No Condominium Unit owner may make any alteration or structural change in any unit which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without in every such case the unanimous consent of all the other co-owners being first obtained. Further, no alteration or improvement to the common or limited common area shall be allowed without further submitting plans to the Board of Directors of the Association as it may request, and without further obtaining the approval of said Board of Directors. 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 mortgagee 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.

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G. Shares of Unit Owners: The shares of the unit owners in the common and limited common areas and facilities shall be a one-half (1/2) or fifty (50%) percent equal share, and may be altered only by amendment hereof executed 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. Said shares are a percentage interest based upon the assignment of an equal percentage interest to each Condominium Unit.

H. 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 CODOMINIUM UNITS

The responsibility for the maintenance and repair of the Condominium Unit shall be the responsibility of the unit owner.

IV. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. Real Property. Each unit, together with the space within it as shown on the plans attached to the aforementioned amendments of the Declaration of Condominium, 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 include all of the property shown on exhibits to the aforesaid amendments of Declaration of Condominium filed with the Office of the Recorder of Lake County, Indiana, on the dates specified herein, except those portions thereof described as common areas.

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

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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 times 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 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. Emergency Easements of Ingress and Egress. Easements over all patios wherein 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

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:

A. Use of Units. The units shall be used for single family residences only.

B. Use of Common and Limited Common Areas and Facilities. The common areas and facilities shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the units.

C. Use Restriction. Removed in its entirety.^{2/}

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

E. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of unit owners and the Association in complying with the requirements of governmental bodies

^{2/} As amended September 8, 2022.

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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.

F. 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 thereof shall be conclusively presumed to be the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

G. Rules and Regulations. Rules and Regulations concerning use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that prior to the time that the same become effective. The initial regulations, filed in the Office of the Recorder of Lake County, Indiana, on December 7, 1981, as Document No. 652821, shall be deemed effective until amended by the Association.

VI. CONVEYANCES

The sale, leasing 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:

A. Sale or Lease. No unit owner may dispose of a unit, or any interest therein by sale or by lease 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.

1. Notice to Association. A unit owner intending to make a sale or a lease of his unit or any interest therein shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, 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 representation by the unit owner to the Association and any purchaser or lessee produced to the Association as hereinafter provided, that the unit owner believes the proposal to be bona fide in all respects.

2. 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 or lease 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 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 (2) 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

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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 transaction with such purchaser as may be approved and furnished by the Association. Within thirty (30) days after receipt of such notice as aforesaid if the transaction is a lease, the Board of Directors of the Association shall either approve the transaction in the same manner aforesaid, or disapprove the same by written notice in which case the lease shall not be made.

B. 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, state savings and loan association, or federal 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

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

A. Organization of Corporation. The Association has been incorporated under the name of "SPRINGWOOD 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" to the December 7, 1981 Declaration of Condominium.

B. By-Laws of Corporation. The By-Laws of the Corporation are in the form attached as Exhibit "C" to the December 7, 1981 Declaration of Condominium until such are amended in the manner therein provided.

C. Powers of Corporation. The duties and powers of the Association shall be those set forth in this Thirty Fourth Amendment to the Declaration of Condominium, the aforesaid Articles of Incorporation and the By-Laws, 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 with the Articles of Incorporation or the By-Laws, 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 By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Corporation shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Corporation which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Corporation, such act or approval must be that of the Board done or given in accordance with the By-Laws.

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

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

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

VIII. INSURANCE.

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

A. Coverage by Association.

1. Liability. The Association shall obtain and keep in force a comprehensive Automobile and General Liability policy to cover the Association exposures for premises and operations, independent contractors, contractual liability and incidental products and completed operations, if any, endorsed with what is commonly described as "The Broad Form Comprehensive Liability Endorsement", with limits not less than One Million (\$1,000,000.00) Dollars per occurrence combined single limit, which policy shall be purchased to provide protection of the Association members, its Officers and Directors, and all persons acting or who may come to act as servants, agents or guests thereof.

2. Other Coverage. The Association may obtain and keep in force, a Directors and Officers liability policy. The Association may, at the option of the Board of Directors, purchase for the benefit of the co-owners of the Association, such other insurance coverages, including without limitation, worker's compensation insurance, and specialized policies covering land or improvements on which the Association has or shares ownership or other rights.

B. Coverage by Unit Owner. All insurance upon the unit and the limited common area, as hereinabove described, shall be purchased at the expense of the unit owner for the benefit and protection of the unit owner and their mortgagee, as their interest may appear, and such insurance policies shall provide, if the same is obtainable, that the insurer waives its right of subrogation as to any claims against any other unit owners, the Association and their representatives, servants, agents or guests. Such policies shall contain "All Risk" building coverage and all such policies shall be deposited with the Insurance Trustee as hereinafter provided.

1. Property Insurance. The unit owner shall purchase, at its expense, and shall keep in force, a policy of insurance on the unit and improvements in the limited common area, as above defined, which shall be in the form of what is commonly described as "All Risks Insurance", with values insured at one hundred (100%) percent of replacement costs. Such coverage shall be in an amount determined annually by the insurance company

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affording such coverage and such coverage shall be in the form of a Homeowners Form 3 policy, or other similar form of coverage.

2. Liability Insurance. The unit owner shall purchase, at its expense, and shall keep in force, Comprehensive Personal Liability Coverage, commonly described as Section II of the Homeowners policy in limits not less than Five Hundred Thousand (\$500,000.00) Dollars per occurrence combined single limits.

3. Other Coverage. Each unit owner may obtain insurance, at their own expense, affording coverage upon their own personal property provided such insurance shall contain the same waiver of subrogation as that referred to above.

C. Premiums upon the insurance policies purchased by the Association, as above provided, shall be paid by the Association and charged as an expense of the Association.

D. Beneficiary of Casualty Insurance Policies. The casualty insurance coverage policies purchased by the unit owner for the benefit of the Association, the unit owner and their mortgagee, as above provided, shall be delivered to, and any proceeds payable as a result of a casualty loss therefrom, shall be paid to the Board of Directors who shall be named Insurance Trustee. The Insurance Trustee shall receive such proceeds as are paid and shall hold the same in trust, all for the benefit of the Association, the unit owner and their respective mortgagee, for the sole purpose of repairing or restoring the damage caused by any such casualty. The unit owner shall name the Insurance Trustee as co-beneficiary of all proceeds payable under such policies of insurance, or shall assign to the Insurance Trustee any and all benefits payable under such policies due to any casualty loss.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. In the event that a part or all of the Condominium Unit and the improvements and facilities in the limited common area of the unit, as above described, are damaged or destroyed by casualty, the following shall occur:

1. Damage or Destruction. In the event of fire or any other casualty or disaster to the Condominium Unit and facilities in the limited common area of the unit, either in part or in total, the unit and the improvements in the limited common area shall be immediately repaired or reconstructed by the unit owner and the total amounts paid by the insurance company having the coverage shall be used and applied for such purposes.

2. Reconstruction. Any such repair or reconstruction shall be in accordance with the plans and specifications as used in the original construction.

3. Continuation of Encroachments. Encroachments upon or in favor of units which may be created as a result of such repair or reconstruction, due to a casualty loss, shall not constitute a claim or basis of a proceeding or action by the unit owner upon which property such encroachment exists, provided that such repair or reconstruction is

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substantially in accordance with the plans and specifications of the unit prior to the casualty.

4. Estimate of Costs. Immediately after a casualty causing damage to the unit or facilities in the limited common area of the unit, the Board of Directors of the Association shall obtain a reliable and detailed estimate of the costs to place the damaged property in a condition as good as that prior to the casualty, and such shall be delivered to the unit owner suffering the loss within ten (10) days of the casualty. Such costs shall include professional fees, bond costs and permit fees required under law.

5. Assessment. Where the insurance proceeds are not sufficient to cover the costs of repair or reconstruction caused by a casualty loss, the unit owner suffering the loss shall pay the balance of any costs required to place the damaged unit and limited common area of the unit in a condition as good as that prior to the casualty. Such sum shall be fixed as the sum difference between the gross amount payable from insurance and the gross amount shown on the detailed estimate submitted by the Board of Directors to the unit owner, as above provided. Such sum shall be paid by the unit owner to the Insurance Trustee within thirty (30) days after payment of the insurance proceeds are received by the Insurance Trustee. In the event that the unit owner fails to pay such sum to the Insurance Trustee, as provided, said amount shall be assessed as part of the unit owner's next monthly assessment and shall become a lien upon the property so damaged until paid.

6. Commencement of Repair and Reconstruction. The unit owner shall employ a contractor and shall commence the repair and reconstruction, herein required, within fifteen (15) days after payment of the insurance proceeds is received by the Insurance Trustee. In the event that the unit owner fails to provide the Insurance Trustee with the funds in excess of the insurance proceeds required to complete the work, as heretofore provided, the Board of Directors shall have the authority, as agent for the unit owner, to employ a contractor to complete such repairs and reconstruction of the unit and limited common area of the unit, for the amounts shown on the detailed cost estimate for such work as furnished the unit owner and all funds needed to complete such work, in addition to insurance proceeds, shall become a lien upon such unit property and shall be assessed against the unit owner as herein provided.

7. Insurance Adjustments. Each unit owner shall have the right to adjust with their insurance company any casualty loss suffered under policies purchased by the unit owner.

B. Payment of Repairs and Reconstruction Due to Casualty.

1. Construction Fund. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the unit owner, if needed, shall constitute the construction fund and shall be used by the Insurance Trustee to pay all repairs and reconstruction expense caused by the casualty.

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2. Surplus. In the event that the insurance proceeds paid to the Insurance Trustee are in excess of the amount needed to pay the total cost of repairs and reconstruction of the casualty damage, the balance of the construction fund shall be distributed to the unit owner.

X. TAXES AND SPECIAL ASSESSMENTS

Taxes, assessments 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.

XI. ASSESSMENTS

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:

A. Share of Expense. Common Expenses: Each unit owner shall be liable for his equal share of the common expenses, and any common surplus shall be owned by each unit owner in a like share.

B. 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 provisions of the Condominium Documents authorizing the assessment.

C. Accounts. All sums collected by the Association from assessments may be commingled in a single fund.

D. Assessment for Common Expenses. Assessments for common expenses shall be paid by each unit owner on a monthly basis; the amount so paid shall be set by the Board of Directors and shall be based upon the amount of the estimated or projected common expenses for the year computed by the Treasurer of the Association, consonant with the yearly budget; the amount to be paid shall be paid on the first day of each month to the Treasurer of the Association, the total amount each individual unit owner shall pay shall be based upon the share interest of each unit.

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

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

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G. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or upon any portion of the common areas and facilities, may be paid by the Association as a common expense and may be assessed against the units in accordance with the shares of the units concerned or charged to the ordinary expense account, whichever in the judgment of the Board of Directors is appropriate.

H. 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 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 certificate to such persons as a unit owner may request in writing.

I. Liability for Assessments. The owner of a Condominium Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee 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 a unit at judicial or 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.

J. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon: The Condominium Unit and all appurtenances thereto, and shall constitute a lien from the time of assessment of such common expenses.

1. The Board of Directors shall perfect such lien by filing Notice of the same within sixty (60) days from the date such assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanic's and materialmen's liens. The Association in such foreclosure shall be entitled to the appointment of a receiver to collect such delinquent assessment and the delinquent owner may be required to pay a reasonable rental for the unit. 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.

2. 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 on the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

K. Delinquent Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment

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shall bear interest from the date of delinquency at the rate of one (1%) percent per month, and the Association may bring an action of law against the owner personally obligated to pay the assessment, or foreclose the lien against the property; either action shall include interest, costs and reasonable attorneys' fees which shall be added to the amount of the assessment and included in a judgment rendered.

L. Suspension of Voting Rights and Other Privileges. The owner of a Condominium Unit who fails to pay any assessment hereunder and who allows any assessment hereunder to become delinquent, shall automatically lose his voting rights in the Association and further the rights to utilize any recreational facilities, if any, and such rights shall be suspended during which time any assessment against his unit remains unpaid.

XII. COMPLIANCE AND DEFAULT

Each unit owner shall be governed by and shall comply with the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto, and said Documents and Rules 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:

A. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Rules 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.

B. Liability of Owner. All Condominium Unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in 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.

C. 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.

D. No Waiver of Rights. The failure of the Association or 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 owner to enforce such right, provision, covenant or condition in the future.

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

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exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents, or at law or in equity.

F. Rights of Town of Schererville. In addition to the rights of the Association and of a unit owner, the Town of Schererville, Lake County, Indiana, may enforce by equitable action the provisions of this declaration and the terms and conditions of the Indiana Horizontal Property Law.

XIII. AMENDMENT

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

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

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the unit owners being proposed as members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. 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 (75%) percent of the Directors and seventy-five (75%) percent of the unit owners.^{3,j}

3. Recording. A copy of each amendment shall be certified by at least two (2) officers of the Corporation as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Lake County, Indiana. Copies of the same shall be sent to each unit owner 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.^{4,j}

B. Corporation: Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Corporation shall be amended in the manner provided by such documents, and where not so provided, pursuant to the Indiana Not-For-Profit Corporation Act, as amended.

XIV. TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

^{3,j} As amended September 8, 2022.

^{4,j} As amended September 8, 2022.

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

B. 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. All funds held by the Association 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.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every 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 proceedings which will or may affect the title of 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 the Article concerning liens will not affect the validity of any judicial sale.

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

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XVII. JUDICIAL SALES

A. Judicial Sales. No judicial sale of any unit nor 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 voided 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 mortgagee for the amount due thereon or to purchase such unit at the foreclosure sale for the amount set forth to be due to the mortgagee in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgagee, and in case of such redemption by the 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 30 days the Association shall have the right to cure such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to pursue 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.^{5.1}

XVIII. BRIAR RIDGE COUNTRY CLUB ADDITIONS

A. The property hereinabove described and subject to the Horizontal Property Law is an integral part of Briar Ridge Country Club Additions, a planned unit development, and shall be

^{5.1} As amended September 8, 2022 Article XVIII – Provisions Pertaining to Developer, deleted in its entirety by vote of the Association.

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subject to, and Condominium Unit owners shall own their Condominium Unit pursuant to the terms of the Declaration of Covenants, Conditions and Restrictions of Briar Ridge Country Club Additions, the Articles of Incorporation, By-Laws, and the Rules and Regulations of Briar Ridge Property Owners Association, Inc.

B. The owners of the Condominium Units will and shall be assessed for the cost and charges of all taxes, insurance, repair, replacement, construction and maintenance of the common area, including any walks, roads, streets, street illumination, garbage removal, snow removal, sprinkler system, landscaping, open spaces, greenbelts, storm water drainage and retention systems, security stations and personnel, fencing, parking areas and the construction and maintenance of any buildings as may from time to time be authorized by the Board of Directors of Briar Ridge Property Owners Association, Inc., and other facilities, activities, and charges required by the Declaration of Covenants, Conditions and Restrictions of Briar Ridge Country Club Additions, or that the Board of Directors of Briar Ridge Property Owners Association, Inc. shall determine to be necessary or desirable to meet the primary purpose of Briar Ridge Property Owners Association, Inc.

C. The Briar Ridge Country Club Additions will provide a unique living opportunity surrounding a championship golf course providing complete country club facilities. The areas to be devoted to residential areas will consist of single family and multi-family home site areas, all served by open areas that will be maintained as open greenbelts, areas or spaces. Such greenbelts will be owned in common by the lot or Condominium Unit owner in Briar Ridge Property Owners Association, Inc. The streets within the subdivision will be private and maintained by the Briar Ridge Property Owners Association, Inc. Membership in the Briar Ridge Property Owners Association, Inc. will be mandatory for Condominium Unit owners, and regular assessments will be levied as provided in the immediately preceding paragraph. All lot owners and Condominium Unit owners within Briar Ridge Country Club Additions should understand that the golf course is not part of the development, and is not a part of, or appurtenant to, ownership of a lot or Condominium Unit in Briar Ridge Country Club Additions, and ownership of a lot or Condominium Unit within said Briar Ridge Country Club Additions shall not entitle such owners to membership in the golf course. Membership in and the dues and fees charged with respect to the golf course will be controlled by Briar Ridge Country Club, Inc.'s Articles of Incorporation, By-Laws, and Rules and Regulations adopted in accordance therewith.

D. In the event of conflict between the provisions of this Thirty Fourth Amended Declaration of Condominium, the Articles of Incorporation, By-Laws, and Rules and Regulations of Springwood Condominium Association, Inc. and the Declaration of Covenants, Conditions and Restrictions of Briar Ridge Country Club Additions, the Articles of Incorporation, By-Laws, and Rules and Regulations of Briar Ridge Property Owners Association, Inc., the covenants, conditions, restrictions and provisions of the latter documents relating to Briar Ridge Country Club Additions and Briar Ridge Property Owners Association, Inc. shall govern and control.^{6./}

XIX. INVALID OR UNENFORCEABLE PROVISIONS

^{6./} As amended September 8, 2022 Article XIX, Expandable Condominium, deleted in its entirety by vote of the Association.

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

XX. CONDOMINIUM UNIT DEEDS

Any transfer of a unit shall include all appurtenances thereto whether or not specifically described, together with the undivided share interest in the common areas and facilities.

XXI. CAPTIONS

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

XXII. GENDER, SINGULAR, PLURAL

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

XXIII. ACCEPTABLE ROOFING MATERIALS

A. Acceptable roofing materials shall either be shingles of natural cedar or of synthetic material. Subject to the following, either may be utilized for replacement of existing roofs on Buildings within the Association. Natural cedar shake shingles have been used since the first construction of Buildings in the Association, and may continue to be used. Synthetic cedar shake shingles shall be manufactured from either polymers or composite materials. Acceptable roofing materials do not include shingles made from asphalt or other bituminous substances.

B. In the event a unit owner seeks the use of synthetic cedar shake shingles as replacement roofing material, each unit-owner of a Building must concur and both must submit to the Board of Directors a contract(s) executed by each unit-owner (but not the roofing contractor) for the installation of a synthetic cedar shake roof. Additionally, as part of its review, the Board of Directors requires a sample of the roofing material to be installed as well as the manufacturer's description of its constituents, physical properties and performance characteristics.

C. The Board of Directors will review and approve by a majority vote the contract(s) for execution by the roofing contractor upon assuring itself of the compatibility of the synthetic cedar shake roof with those shingles (natural and/or synthetic) on the Buildings comprising the Association. Factors considered in determining compatibility will include, but not be limited to, color, texture, thickness, weight, durability, as well as the constituents of the synthetic shingles and the manner in which the shingles are to be arranged on the roof and the overall appearance of the roof upon installation.

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D. Installation of synthetic cedar shake shingles on only one unit of a Building will not be allowed.^{7J}

XXIV. SEVERABILITY

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

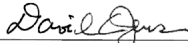
IN WITNESS WHEREOF, the undersigned David Jensen and Fay Donovan, President and Secretary respectively of Springwood Condominium Association, inc., an Indiana Not-for-Profit corporation, each certify that the foregoing Thirty Fourth Amended and Restated Declaration of Condominium of Springwood Condominiums, Inc. was duly adopted by the members of the Association authorized to vote at the special meeting of the membership dated September 8, 2022.

SPRINGWOOD CONDOMINIUM ASSOCIATION, INC.

By: 

Fay Donovan, Secretary

Attest:



David C. Jensen, President

^{7J} As amended September 8, 2022.

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

CERTIFICATION

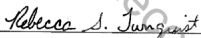
I, DAVID C. JENSEN, do hereby certify that I am the duly elected and acting President of SPRINGWOOD CONDOMINIUM ASSOCIATION, INC., an Indiana not-for-profit corporation, and that the foregoing copies of the Articles of Incorporation and the By-Laws of SPRINGWOOD CONDOMINIUM ASSOCIATION, INC., and the Condominium Rules and Regulations are true and correct copies of the same, and that the originals thereof are in possession of the Secretary of said corporation.

DATED this 21 day of April, 2023.



David C. Jensen, President

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned Notary Public, this 21 day of April, 2023.



Rebecca S. Turnquist

My Commission Expires:

February 9, 2031

