

**FILED**

Oct 23 2024 BDD  
PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

**FIRST AMENDED AND RESTATED BY-LAWS OF  
ELLENDALE FARM PROPERTY OWNERS' ASSOCIATION, INC.  
AN INDIANA NONPROFIT CORPORATION**

James Taylor, as Successor Trustee to Daniel M. Rohaley under Trust Agreement dated July 30, 1996 and known as Trust No. 202615-96 ("Declarant"), adopts and executes this First Amended and Restated By-Laws ("By-Laws") of the Ellendale Farm Property Owners' Association, Inc., an Indiana nonprofit corporation (the "By-Laws").

RECTALS

A. David J. Wilcox, Trustee under Trust Agreement dated July 30, 1996 and known as Trust No. 202615-96, established Ellendale Farm and recorded the First Restated Declaration of Covenants, Conditions, Easements, and Restrictions on June 22, 1998 as Document No. 98046488 in the Office of the Lake County Recorder ("Declaration").

B. Declarant formed the Association for purposes of carrying out the powers and duties set forth in the Declaration, and the Association thereafter adopted the By-Laws.

C. Pursuant to ARTICLE 8 of the By-Laws, the Declarant can amend the By-Laws in the same manner and to the same extent as the Declaration or by a majority vote of the Board of Directors.

D. Declarant wishes to amend and restate the By-Laws to clarify the eligibility requirements of who may serve on the Board of Directors.

ARTICLE 1  
Identification

Section 1.01 Identification and Adoption. These By-Laws are adopted to govern the Ellendale Farm Property Owners' Association, Inc. (the "Association") in the conduct of its activities and duties pursuant to the Articles of Incorporation of the Association ("Articles") and the Declaration of Covenants, Conditions, Easements and Restrictions of Ellendale Farm ("Development"), and any amendments or supplements thereto, as the same are recorded from time to time ("Declaration"). The Declaration is incorporated herein by reference and all of the covenants, conditions, rights, restrictions, easements and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meanings in these By-Laws, and reference is hereby made to the definitions set forth in of the Declaration. The provisions of these By-Laws shall apply to the Common Area and to the administration and conduct of the affairs of the Association. In the event of a conflict between the terms of the Declaration and these By-Laws, the terms of the Declaration shall govern.

Section 1.02. Individual Application. All of the Owners, tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Lot or Residential Unit or any part of the Common Area shall be subject to the rules, restrictions, easements, terms, and

FIDELITY NATIONAL TITLE RECORDED THIS DOCUMENT AS AN ACCOMODATION,  
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conditions set forth in the Declaration and these By-Laws, as the same may be amended from time to time.

Section 1.03. Membership. Every Owner of a Lot will be a member of the Association.

## ARTICLE 2 Meetings of Association

Section 2.01. Purpose of Meetings. At least annually and at such other times as may be necessary or appropriate, a meeting of the Members shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration, these By-Laws, or the Articles.

Section 2.02. Annual Meetings. The first annual meeting shall not be held until the time of turnover of control of Ellendale Farm by Declarant or at such earlier time or times as may be determined by the Declarant. All subsequent annual meetings shall be held on any date selected by the Board of Directors which is within 30 days of the anniversary of the first annual meeting. At each annual meeting, the Members shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the Members of the Association may be called by resolution of the Board of Directors or upon a written petition of not less than 20% of the Members. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the Members of the Association shall be held at such location within the State of Indiana as may be designated by the Board of Directors. Written notice stating the date, time, place of any meeting, and in the case of a special meeting the purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner and, if applicable, to any Mortgagee not less than ten days prior to the date of such meeting. If at any meeting an amendment to the Declaration or By-Laws is to be considered, the notice of such meeting shall describe the nature of such proposed amendment. The notice shall be mailed by first-class U.S. Mail, postage prepaid, or delivered to the Members at their respective addresses as the same shall appear upon the records of the Association, and by U.S. Certified Mail, Return Receipt Requested to the Mortgagees, if requested, at their respective addresses as they shall appear on the records of the Association, by such means as provided in these By-Laws. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. Each Member shall be entitled to cast one vote on each matter coming before the meeting. The total number of votes for or against any matter shall then be divided by the number of Lots then established in Ellendale Farm to determine the respective proportions of Members supporting or opposing such matter, or

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by the number of Lots the Members of which are present or represented at such meeting, to determine the respective proportions of Members present or represented at such meeting supporting or opposing such matter.

(b) Multiple Owners. When the Owner of a Lot constitutes more than one person or entity, or is a partnership, there shall be only one voting representative entitled to cast the vote allocable to that Lot. At the time of acquisition of title to a Lot by a multiple Owner or a partnership, those persons constituting such Owner or the partnership shall file with the Secretary of the Association a certificate appointing one of such persons or partners as the voting representative for such Lot, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, or such appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall constitute relinquishment of his right to act as voting representative for the Lot at such meeting or meetings.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust, and the agent or other representative of the corporation duly empowered by the board of directors of such corporation shall cast the vote to which the corporation is entitled.

(d) Proxy. A Member may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Member shall duly designate his attorney-in-fact in writing, delivered to an officer of the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, or the Articles, the presence of Members or their duly authorized representatives owning in excess of 50% of the total Lots shall constitute a quorum at all meetings. The term "majority of Members," as used in these By-Laws, shall mean, unless otherwise expressly indicated, more than fifty percent (50%) of the total number of Members as determined by the applicable provisions set forth in the Declaration, and the term "majority of the vote" shall mean a majority of the Members or votes present or represented at such meeting.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

(2) Treasurer's Report. The Treasurer shall report to the Members concerning the financial condition of the Association and answer relevant

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questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) **Budgets.** The proposed budgets for the current calendar year shall be presented to the Members for approval or amendment.

(4) **Election of Board of Directors.** Nominations for the Board of Directors may be made by a Member from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least five days prior to the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Member may cast his vote for each of as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.

(5) **Other Business.** Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least five days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.

(6) **Committee Reports.** Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Directors shall be presented.

(7) **Adjournment.** Upon completion of all business before the Association, the President, upon the motion of any Member, may adjourn the meeting; provided, however, that no annual meeting shall be adjourned until a budget is approved by the Members for the upcoming year.

**Section 2.06. Control During Development.** Notwithstanding any other provision of the Declaration, the Articles, or these By-Laws, from and after the date of the Declaration until the date when Declarant turns over control of the Association to the Members, as determined by Declarant within the limitations set forth in the Declaration, the Association shall be governed by the initial Board of Directors or such other Board appointed by Declarant. Such Board of Directors so appointed shall exclusively hold all rights and powers which a Board of Directors or the Association would have under the Declaration, the Articles, or these By-Laws, except as specifically limited to this Section 2.06. Such Board of Directors may appoint from time to time from among the Members committees to advise and assist it in the performance of its functions. The rights and powers of such Board of Directors shall be limited as follows:

- (a) The power of assessment shall be limited as set forth in the Declaration.
- (b) Such Board shall have no power to reallocate the voting power among the Owners in any manner contrary to the Declaration.
- (c) Such Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

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Declarant shall have the right to waive, on behalf of the Association, the annual meetings and annual accountings provided for in the Declaration, so long as Declarant retains control of the Association. At the time of turnover of control by Declarant, a meeting of the Association will be called, at which time the rights and powers of the Declarant-appointed Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the other provisions of the Declaration, the Articles, and these By-Laws.

## ARTICLE 3 Board of Directors

Section 3.01. Number: Qualifications. The affairs of the Association shall be governed and managed by the Board of Directors (sometimes collectively referred to as the "Board" or "Directors" and, individually, a "Director"). The initial Board of Directors shall be composed of not less than three (3) persons or not more than seven (7) persons appointed by Declarant, which appointments may be made prospectively or retrospectively. Following Declarant's turnover of control of the Association, the number of Directors may be increased or decreased in accordance with this Section 3.01 only if the increase or decrease is properly brought before the Association at an annual meeting or special meeting called for such purpose and approved by a majority of the vote of the members eligible to vote and present at such meeting. No person shall be eligible to serve as a Director unless he is an Owner or is an agent, representative, or employee of Declarant. Notwithstanding the foregoing, no person serving as a director or officer of Ellendale Farm Townhome Property Owners' Association, Inc., or Ellendale Old Town Village Property Owners' Association, Inc., or any nonprofit association formed for the purpose of administering or discharging any duties pertaining to any portion, neighborhood, phase, or part of Ellendale Farm (other than the Association itself) shall be eligible to serve as a Director of the Association.

Section 3.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then the person entitled to cast the vote on behalf of such multiple Owner shall be eligible to serve on the Board of Directors.

Section 3.03. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 2.06 above. Any Director may serve successive and continuous terms. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.04 of this ARTICLE 3.

Section 3.04. Removal of Directors. After the tenure of the Declarant-appointed Board of Directors has expired, a Director or Directors may be removed with or without cause by a majority of the vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director selected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.05. Duties of the Board of Directors. The Board of Directors shall perform or cause to be performed, when and to the extent deemed necessary or appropriate in the Board's business judgment, the following:

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- (a) Repair and replacement of elements of the Common Area pursuant to the Declaration;
- (b) Procuring of utilities, removal of garbage and waste, snow removal from the Common Area and lawn and landscaping services to the extent required by the Declaration;
- (c) Landscaping, painting, decorating, and furnishing of the Common Area;
- (d) Surfacing, paving, and maintaining streets, the drainage system, parking areas and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection of the Owners' pro-rata share of the common expenses;
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred during each year, which accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the common expenses;
- (i) Procuring and maintaining in force all insurance coverage required by the Declaration to be maintained for Ellendale Farm as specified by the Declaration.

Section 3.06. Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) To employ a professional managing agent or real estate management company ("Managing Agent") in performing its duties;
- (b) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;
- (c) To procure for the benefit of the Owners fire and extended coverage insurance covering the buildings and improvements on the Common Area to the full insurable value thereof; to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, for the benefit of the Owners, the Association, and the Mortgagees as their interests may appear;

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(d) To employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(e) To include the costs of all of the above and foregoing as common expenses and to pay all of such costs therefrom;

(f) To open and maintain a bank account or accounts in the name of the Association; and

(g) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of such property; provided that the Board shall give written notice to the Owners of such rules and any revision, amendment, or alteration thereof under the Declaration.

Section 3.07. Limitations on Board Action. After the tenure of the Declarant-appointed Board of Directors, the authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than \$5,000.00, unless the prior approval of a majority of Owners is obtained, except in the following cases:

(a) Contracts for supervision and management of the replacement or restoration of any portion of the Common Areas damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and

(b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.08. Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

Section 3.09. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five days prior to the date of such meetings. At any time after the tenure of the Declarant-appointed Board of Directors has expired, a special meeting of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice.

Section 3.10. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place, and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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## ARTICLE 4

### Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person.

Section 4.02. Election of Officers: Removal. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each election thereof. Upon recommendation of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to, the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association, and shall perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of proceedings of such meetings and shall perform all other duties incident to the office of the Secretary and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.05. The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. The Treasurer shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. The Treasurer shall immediately deposit all funds of the Association coming into the Treasurer's hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit of the Association.

Section 4.06. Assistant Officers. The Board of Directors may from time to time designate and elect from among the Owners an Assistant Secretary and Assistant Treasurer, who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board may prescribe.



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## ARTICLE 5

### Additional Rights and Duties of Board

Section 5.01. Right of Board to Adopt Rules and Regulation. The Board may promulgate such reasonable rules and regulations regarding the operation of the Property as the Board may deem desirable, including but not limited to the use of the Common Area. Such rules as are adopted may be repealed or amended by a vote of a majority of the Board. The Board shall cause copies of all such rules and regulations, including any amendments or repeals thereof, to be delivered or mailed promptly to all Owners at least fifteen (15) days prior to the effective date thereof.

## ARTICLE 6

### Standing Architectural Control Committee

Section 6.01. Delegation of Authority. The Board has exclusive jurisdiction over all approvals on the construction on lots and on the common areas and on any portion of the Development. It has the power to delegate this authority to a committee. The Board establishes the Architectural Control Committee ("ACC") which will carry out the responsibilities of the Board pursuant to the Declaration.

Section 6.02. Structure. The committee will consist of between three and seven members appointed by the president of the corporation. The president will name one of the committee members to chair the committee. The committee will follow the rules and procedures set forth in the Declaration and as directed from time to time by the Board. The committee may promulgate rules and regulations for the day to day activities of the committee and such rules and regulations will have the same force and effect as if the Board had promulgated such rules and regulations. The Board retains the authority to alter a decision by the committee; however, no person affected by a decision of the committee will have any appeal rights to the Board or otherwise. Until the Declarant turns over control of the Association to the Owners, members of the committee need not be Owners within the Development. After the Declarant turns over the Association to the Owners, all members of the committee must be Owners within the Development.

Section 6.03. Term of Members. Prior to the turnover of the Association by the Declarant, members of the committee will have an unlimited term, at the discretion of the Declarant. After the Declarant turns over the Association to the Owners, the members of the committee will serve three (3) year terms, staggered at the beginning of the turnover of the Association with at least one member serving in each of three terms of one, two, and three years.

## ARTICLE 7

### Reserve and Working Capital Funds

Section 7.01. Reserve and Working Capital Funds. The Association may establish a reserve fund for the repair and replacement of those elements of the Common Area that must be replaced periodically, based upon good faith estimates of the useful lives and replacement costs of such elements made or obtained by the Association. Such reserve fund shall be funded through the payments by the Owners of assessments for common expenses or by an extraordinary or special assessment. In addition to such reserve fund, a working capital fund may be established

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and maintained by the Association. At the closing of the initial sale of each Lot from Declarant to an Owner or upon completion of a Residential Unit by an Owner other than Declarant's, the purchaser of such Lot shall deposit with the Association an amount required by the Declaration, which amount shall be retained by the Association as capital. Amounts paid or deposited into the working capital fund shall not relieve an owner from his responsibility for the general Assessments due in accordance with the Declaration.

All amounts held by the Association pursuant to this Article shall be maintained in a federally-insured, interest-bearing account in a bank or savings and loan association, and all interest thereon shall be added to and deemed a part of such fund.

Section 7.02. Status of Funds Collected by Association. All funds collected pursuant to this ARTICLE 6 shall be held and expended by the Association solely for the purposes designated herein and in the Declaration, and, except for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the use, benefit, and account of all of the Owners for the payment of common expenses.

## ARTICLE 8 Amendment

These By-Laws may be amended by Declarant in the same manner and to the same extent as the Declaration. In addition, these By-Laws may be amended by the vote of a majority of the Board of Directors.

## ARTICLE 9 Notices and Mortgagees

Section 9.01. Notice to Association. Any Owner who places a first mortgage lien upon his Lot or the Mortgagee thereof may notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgages and the name and address of the Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required, and no Mortgagee shall be entitled to vote on any matter on which he otherwise may be entitled to vote by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 9.02. Notice of Assessments. Upon ten 10 days written notice to the Association, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Lot, a written statement setting forth the amount of all unpaid assessments, if any, with respect to the subject Unit, together with the amount of the current assessments for Common Expenses and the date(s) such assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith. The Association may charge a reasonable fee for the preparation and delivery of such written statement.

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Section 9.03. Financial Statements. The Association, upon the request of any Mortgagee, shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association.

Section 9.04. Availability of Information. The Association shall keep and shall make available to prospective purchasers of Lots, upon request at reasonable business hours, copies of the Declaration, By-Laws, current rules and regulations, if any, and the most recent financial statement of the Association.

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Property of Lake County Recorder

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## CERTIFICATE OF SECRETARY

The undersigned, Ryan T. Fleming, as Secretary of Ellendale Farm Property Owners' Association, Inc., an Indiana nonprofit corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the Board of Directors of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of this 10<sup>th</sup> day of October, 2024.

  
\_\_\_\_\_  
Ryan T. Fleming, Secretary

STATE OF INDIANA )

) SS:

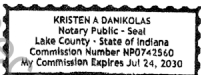
COUNTY OF Lake )

On this 10<sup>th</sup> day of October, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ryan T. Fleming and acknowledged the execution of the foregoing amendment as a voluntary act for the purposes stated therein.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 7/24/2030  
My County of Residence: Lake  
My Commission Number: NP0742560



I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Jon A. Schmaltz

This instrument prepared by:  
Jon A. Schmaltz  
Burke Costanza & Carberry LLP  
156 Washington Street  
Valparaiso, Indiana 46383-5670