

**CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM
ASSOCIATION, INC.
HORIZONTAL PROPERTY REGIME**

**AS AMENDED THROUGH
A SPECIAL MEETING
OF THE ASSOCIATION
HELD DECEMBER 3, 1994**



**1950 Bridgeview Trail
SOUTH BEND, INDIANA 46637**

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ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption.

These By-Laws were adopted by the Board of Directors (herein sometimes referred to as the Board of Managers) of New London Lake Condominium Association, Inc. (hereinafter referred to as the "Association") and are annexed to the Declaration of New London Lake Condominium Horizontal Property Regime; and are incorporated therein by reference. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application.

All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy an Apartment or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings.

At least annually and at such other times as may be necessary, the meetings of the Owners shall be held for the purpose of electing the Board of Managers, 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 Act. Provided, however, that until the Declarant of the Condominium, Portage Realty Corporation has completed and sold all of the Apartments of this Horizontal Property Regime, as amended, or until December 31, 1974, whichever shall first occur, (or at some earlier date upon the election of Declarant after giving Thirty (30) days notice in writing to all Apartment Owners that the control of the Board of Managers shall be placed in the

Owners), the proceedings of all meetings of the Owners or the Association, shall have no effect unless approved by the Board of Managers. Upon the date when Declarant relinquishes control of the Board of Managers, control shall be taken over by duly elected representatives of the Apartment Owners and Portage Realty Corporation shall have no further responsibility over the management or operation of this condominium after said date.

1. Section 2.01(a) which was added to the By-Laws with the Fourth Amendment to the Code of By-Laws is amended to read as follows:

"The annual budget shall cover the period of the Association's Fiscal Year which presently begins on September 1 and ends on August 31 of each year."

Section 2.02. Annual Meetings.

The annual meeting of the members of the Association shall be held on the first Monday in October of each calendar year. At the annual meeting, the Owners shall elect the Board of Managers 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 Meeting.

A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of the Owners who have not less than a majority of the Percentage Vote. 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 Meeting.

All meetings of the members of the Association shall be held at any suitable place in St. Joseph County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or 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 Fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their addresses as they appear upon the records of the Association and to the Mortgagee at its address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.041. Written Consent by Association Members.

The members of the Association may approve action which requires their approval according to the By-Laws through the use of a written consent to such action providing the written consent is signed by the number of members required to approve such action prior to the action being taken and further providing that the consent includes an acknowledgement by each member that a written explanation of the matter or matters approved by the consent has been received by each member prior to the date the consent is signed. Consents must be signed and received by the Association prior to the date the action is proposed to be taken in order to be valid. The same number of consents shall be required for such action as would be required had a meeting of the members of the Association been held. The consent signed by an Owner shall constitute a waiver of notice by that Owner to the taking of any action to which that Owner consented. Consents must be retained by the Board of Managers in its permanent records for a period of at least one (1) year after the date the action based upon such consent is taken.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast the number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled.

(b) Multiple Owner. Where the Owner of an Apartment constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to all the Percentage Vote allocable to that Apartment. At the time of acquisition of title to an Apartment by a multiple Owner or a partnership, those persons constituting such Owner or the Partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Apartment, 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 not constitute a permanent relinquishment of his right to act as voting representative for the Apartment.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the Percentage 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 Percentage Vote to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Association prior to the commencement of the meeting. No Owner or other person shall be entitled to vote more than one proxy at any meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Act, those representing a majority of the Percentage Vote shall constitute a quorum at all meetings. The term majority of Owners or majority of Percentage Vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one (51%) percent of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association or the Vice President in his absence. 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 Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial reports for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the Fiscal Year shall be presented to the Owners for approval or amendment.

(4) Election of Board of Managers. Nominations for the Board of Managers may be made by any Owner from those persons eligible to serve. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot.

(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 ten (10) 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 Percentage Vote.

(6) Adjournments

ARTICLE III

Board of Managers.

Section 3.01. The affairs of the Association and New London Lake Condominium shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager".) The Board of Managers shall be composed of at least three (3) persons and as many as seven (7) persons as decided by the Association at its annual meeting.

Section 3.02. Initial Board of Managers.

The initial Board of Managers shall be Paul D. Hass, Wayne H. Holleman and Earl L. Kime, all of whom are officers or directors of the Declarant. The initial Board shall hold their office until the Declarant has completed and sold all of the Apartments of this Horizontal Property Regime, as amended, or until December 31, 1974, whichever shall first occur, or at some earlier date upon the election of Declarant after giving thirty (30) days notice in writing to all Apartment Owners that the control of the Board of Managers shall be placed in the Owners, all members of the Board of Managers shall be designated by the Declarant and need not be persons entitled to cast a vote in the Association.

Section 3.03. Additional Qualifications.

Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single Apartment may be represented on the Board of Managers by more than one person at a time.

Section 3.04. Term of Office and Vacancy.

The Board of Managers shall be elected at each annual meeting of the Association. Managers shall hold office for a term of two (2) years or until their successors have been duly elected and qualified. The first Board of Managers after Declarant relinquishes control shall be elected for terms of office of varying length so that at least one third of the Board of Managers' terms shall expire annually. Successors of the initial Board Members shall be elected for terms of two years. The Board of Managers shall be elected for staggered terms so that the term of each member of the Board of Managers does not expire on the same year, thus permitting experienced members of the Board of Managers to be on the Board at all times.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Owners if a Manager is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Managers.

A Manager or Managers may be removed with or without cause by vote of a majority of the Percentage 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 Manager so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers.

The Board of Managers shall provide for the administration of the New London Lake Condominium Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas;
- (b) procuring of utilities used in connection with New London Lake Condominium, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating and furnishing of the Common Areas and Limited Areas, the exterior of the buildings, garages and walls;
- (d) surfacing, paving and maintaining streets, parking areas, garages and sidewalks;
- (e) washing and cleaning of exterior window surfaces of the Apartments;
- (f) assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;
- (g) preparation of an 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;
- (h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget.

- (i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at anytime during normal business hours.

Section 3.07. Powers of the Board of Managers.

The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

- (a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board 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 Managers;
- (c) to procure for the benefit of the Owners, fire and extended coverage insurance covering the buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;
- (d) to employ legal counsel, architects, contractors, accountants and other as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of New London Lake Condominium;
- (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;
- (g) to adopt, revise, amend and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Property;

- (h) employment and discharge of personnel necessary for maintenance, repair and replacement of the Common Areas and facilities, which duties may be delegated to a building manager.

Section 3.08. Limitation of Board of Action.

The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$5,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received:
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

Section 3.09. Compensation.

No Manager 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 3.10. Meetings.

Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of Managers. The Secretary will give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings 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 (3) 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 and at such time within St. Joseph County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice.

Before any meeting of the Board, any Manager 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 Manager at a meeting shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum.

At all meetings of the Board a majority of the Managers shall constitute a quorum for the transaction of business and the votes of the majority of the Managers present at a meeting at such a quorum is present shall be the decisions of the Board.

Section 3.13. Non-Liability of Managers.

The Managers shall not be liable to the Owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Owners shall indemnify and hold harmless each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of New London Lake Condominium, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Directors shall have no personal liability with respect to any contracts made by them on behalf of New London Lake Condominium or the Association and that in all matters the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of New London Lake Condominium shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Managers.

The Owners shall indemnify any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding for any acts or omissions in the course of duties as a Manager of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matter as to which it shall be a judgment in such action, suit or proceeding that such Manager is liable for gross negligence or conduct outside the scope of his duties. The Owners shall also

reimburse any such Manager for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding.

ARTICLE IV

Officers

Section 4.01. Officers of the Association.

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers 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 except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers.

The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote 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 Managers and shall be the chief executive officer of the Association. He 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 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 to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President.

The Vice President shall be elected from among the Managers and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary.

The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Association and the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, 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 4.06. The Treasurer.

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

Section 4.07. Assistant Officers.

The Board of Managers 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 of Managers may prescribe.

ARTICLE V

Assessments

Section 5.01. Annual Accounting.

Annually, after the close of each Fiscal Year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner, an audited financial statement certified as true and correct by the certified public accounting firm then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding Fiscal Year.

Section 5.02. Proposed Annual Budget.

Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing Fiscal Year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual Fiscal Year budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall become the basis for the Regular Assessments (hereinafter defined) for the ensuing Fiscal Year. At the annual meeting of the Owners, the budget may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such

meeting, either the proposed Fiscal Year budget or the proposed Fiscal Year budget as amended.

Section 5.03. Regular Assessments.

The annual Fiscal Year budget as adopted shall, based on the estimated cash requirements for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each apartment based upon the percentage interest of each apartment. Immediately following the adoption of the annual Fiscal Year budget, each Owner shall be given written notice of such assessment against each respective apartment (herein defined as the "Regular Assessment"). The Regular Assessment against each apartment shall be paid in equal monthly installments, commencing on the first day of November following the annual meeting and on the first day of each calendar month thereafter through and including the following October 1st. Payment of the monthly installments of the Regular Assessments shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers. The Regular Assessment for the Fiscal Year shall become a lien on each separate apartment as of November 1st of each calendar year.

Section 5.04. Special Assessments.

From time to time, Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Managers shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Apartment, prorated in accordance with the Percentage Interest of each Apartment (herein called "Special Assessment").

Section 5.05. Failure of Owner to Pay Assessments.

Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessment when due, the lien for such Assessment on the Owner's Apartment may be filed and foreclosed by the Board for an on behalf of the Association as provided by law. Upon any payment of a regular or special assessment being past due by more than ten (10) days, the Association may declare all unpaid installments of special or regular assessments due and payable immediately and the sum of all such assessments shall be the amount of the lien described herein. The amount of said lien shall increase as additional assessments are made which are unpaid, and interest at the rate of eighteen percent (18%) per annum shall be added thereto. In any action to foreclose the lien for Assessments, the Owner and occupant shall be jointly and severally liable for the payment to the Association of reasonable rental for such Apartment, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Apartment and to collect the rentals and other profits therefrom for the benefit of

the Association to be applied to the unpaid Regular or Special Assessment. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fee, from the Owner of the respective Apartment.

Section 5.06. Maintenance and Repairs.

Every Owner shall promptly perform all maintenance and repair within his own Apartment which, if neglected, would affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, telephones, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, lamps and all other accessories belonging to the Owner and appurtenant to the Apartment.

Section 5.07 Exterior Windows

Notwithstanding any other provision of the Declaration of Horizontal Property or of these By-Laws, the cost of repair and/or replacement of exterior windows, glass doors, screens and storm doors shall be borne by the individual property owner and such repair and/or replacement shall be subject to the approval of the Board of Managers in order to maintain the consistency of the exterior appearance of the New London Lake Condominiums.

ARTICLE VI

Restrictions on Use

Section 6.01 The following restrictions on the use and enjoyment of the Apartment, Common Areas, Limited Areas and the Property shall be applicable to New London Lake Condominium and in addition to those set forth in the Declaration. These are as follows:

(a) All Apartments shall be used exclusively for residential purposes and the occupancy for a single family.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration and shown on the Plans, except as designated on amendments thereto.

(c) ~~Nothing shall be done~~ or kept in any Apartment or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Apartment or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.

(d) (Left blank in original)

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior consent of the Board.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Apartment or in the Common Areas or Limited Areas, except that small pet dogs, cats or customary household pets may be kept in an Apartment, provided that the Owner having such pet deposits with the Association a security deposit in the amount of \$100.00 to cover any damage that may be caused by such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. An Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his pet. The Association may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. Any pet which, in the judgment of the Association is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property upon three (3) days' written notice from the Association to the respective Owner. The security deposit shall be returned to the Owner when the pet is permanently removed from the Property unless it has been used to repair damage.

(g) ~~Nothing shall be done~~ or permitted in any Apartment which will impair the structural integrity of any Building or which structurally would change any Building, except as otherwise provided in the Declaration or these By-Laws.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No industry, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No "for sale", "for rent" or "for lease" signs or other window or advertising display shall be maintained or permitted on any part of the Property or any Apartment without the prior consent of the Association; provided, however that the right is reserved by the Declarant and the

~~Association to place or allow to be placed "for sale" or "for lease" signs on any unsold or unoccupied Apartments.~~

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Apartment or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Common Areas and Limited Areas.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks or any other unconventional vehicles of any description, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage.

(m) No Owners shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with permission from the Association, which permission shall not be unreasonably withheld.

(n) ~~No Owners shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and use for a similar purpose, both Common and Limited, any furniture, packages, or objects of any kind, without the consent from the Association.~~

(o) The Owner of each Apartment located on the second floor of a building shall place wall to wall carpeting in all rooms of such Apartment except in the kitchen and bathrooms where alternate floor coverings may be installed. Any request for alternate floor covering must be submitted in writing to and approved by a majority vote of the board of managers. The sub-floor shall be covered with 1/2 inch sound deadening board in all rooms of second floor apartments regardless of the type of floor covering used.

(p) No resident of the New London Lake Condominium Association, Inc. shall be between the ages of eighteen (18) and twenty-five (25), unless such resident shall reside with at least one parent, whether natural or by legal adoption, who is a full time resident of the New London Lake Condominium Association. The Board of the Association shall have full power and discretion to determine whether a resident satisfies this provision. In reaching its determination, the Board may, but is not required to, consider factors including but not limited to: address for state and federal tax purposes, vehicle registration, domicile for voting and other purposes, and actual physical presence at the New London Lake Condominium Association, Inc. This section shall not be interpreted so as to violate local, state, or federal statutes or regulations, including the Fair Housing Act.

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Section 6.02. Right of Entry.

An Owner or occupant of an Apartment shall grant the right of entry to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Apartment or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies such right of entry shall be immediate.

Section 6.03 Right of Board to Adopt Rules and Regulations.

The Association may promulgate such additional rules and regulations regarding the operation of the Property including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board of Managers and copies of such rules shall be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than seventy-five per cent (75%) of the Percentage Vote of the Owners in a duly constituted meeting called for such purpose. During the time the initial Board of Managers are in office, these By-Laws may be amended by said initial Board of Managers without the necessity of approval by the Owner.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association.

Any Owner who places a first mortgage lien upon his Apartment or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee, a record of such Mortgagee and name and address shall be maintained by the Secretary and any notice 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 mortgage and the name and address of Mortgagee are furnished to the Secretary either by the Owner or 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 to which he otherwise may be entitled by virtue of the Declaration or By-Laws or proxy granted to such Mortgagee in connection with the mortgage.

Section 8.02. Notice of Unpaid Assessments.

The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase an Apartment, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Apartment, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Apartment shall not be liable for nor shall the Apartment conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement.

ARTICLE IX

Miscellaneous.

Section 9.01. Except for those portions which the Board of Managers is required to maintain and repair hereunder, each Owner shall at the Owner's expense keep the interior of his Apartment and its equipment and appurtenances in good order, condition and repair, in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Apartment. In addition to decorating and keeping the interior of the Apartment in good repair, the Owner shall be responsible for the maintenance, repair, lighting fixtures, refrigerators, air conditioners, dish washers, disposals or ranges that may be in, or connected with the Apartment. The Owner shall also, at Owner's own expense, keep the balcony and the interior of the patio, storage shed and garage which have been assigned to his Apartment in a clean and sanitary condition. The Board of Managers shall not be responsible to the Owner for loss or damage by theft or otherwise of articles which may be stored by the Owner in the balcony, patio, storage shed, garage or Apartment.

FIRST AMENDMENT
TO
CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM
HORIZONTAL PROPERTY REGIME

Portage Realty Corporation, the Declarant under the Horizontal Property Regime known as New London Lake Condominiums created by a Declaration recorded in the office of the Recorder of St. Joseph County, Indiana on October 30, 1972 at Book 273, pages 465-513, pursuant to paragraph 19 of said Declaration makes the following as the First Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Property Regime, which First Amendment is recorded contemporaneously with the First Amendment to the Declaration of Horizontal Property Ownership of New London Lake Condominium, and results in the Code of By-Laws, as amended, becoming a true and accurate copy of the By-Laws of New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation formed as the successor to the unincorporated association of property owners in New London Lake Condominium, which amendments are as follows:

1. The title page and index pages i and ii and page 1 are amended to state "Code of By-Laws of New London Lake Condominium Association, Inc." and that title is substituted for "Code of By-Laws of New London Lake Condominium" on these pages.

2. Section 1.01 on page 1 of the By-Laws is amended to read as follows:

"Section 1.01. Identification and Adoption. These By-Laws were adopted by the Board of Directors (herein sometimes referred to as the Board of Managers) of New London Lake Condominium Association, Inc. (hereinafter referred to as the "Association") and are annexed to the Declaration of New London Lake Condominium Horizontal Property Regime; and are incorporated therein by reference. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically

made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

3. Section 3.04 is amended to read as follows:

"Section 3.04. Term of Office and Vacancy. The Board of Managers shall be elected at each annual meeting of the Association. Managers shall hold office for a term of two (2) years or until their successors have been duly elected and qualified. The first Board of Managers after Declarant relinquishes control shall be elected for terms of office of varying length so that at least one third of the Board of Managers' terms shall expire annually. Successors of the initial Board Members shall be elected for terms of two years. The Board of Managers shall be elected for staggered terms so that the term of each member of the Board of Managers does not expire on the same year, thus permitting experienced members of the Board of Managers to be on the Board at all times.

Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Owners if a Manager is removed in accordance with Section 3.05 of this Article III.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Code of By-Laws of New London Lake Condominium to be executed this 16th day of August, 1973.

PORTAGE REALTY CORPORATION

BY [Signature]
Paul D. Hass, President

ATTEST:

[Signature]
Wayne H. Holleman, Vice
President - Sales

ST. JOSEPH CO. REC'D
AUG 22 2 31 PM '73
EUGENE A. JASKER
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STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

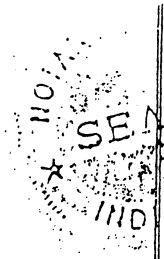
Before me, a Notary Public in and for said County and

President and Vice President - Sales, respectively, of Portage Realty Corporation, who acknowledged the execution of the above and foregoing First Amendment to the By-Laws of New London Lake Condominium Horizontal Property Regime for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 16th day of August, 1973.

Bruce R. Bancroft
Notary Public

My Commission Expires:
October 4, 1973



This instrument was prepared by Bruce R. Bancroft, Attorney at Law.

PORTAGE REALTY CORPORATION
129 DIXIE WAY SO.
P. O. BOX 4017
SOUTH BEND, INDIANA 46634

SECOND AMENDMENT
TO
CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM
HORIZONTAL PROPERTY REGIME

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Portage Realty Corporation, the Declarant under the Horizontal Property Regime known as New London Lake Condominiums created by a Declaration recorded in the office of the Recorder of St. Joseph County, Indiana, on October 30, 1972, at Book 273, pages 465-513, and Code of By-Laws of said Condominium recorded in said Recorder's office on October 30, 1973, in Book 273, pages 491 through 513, inclusive, pursuant to paragraph 7.01 of said By-Laws, during the time the initial Board of Managers are in office, makes the following as the Second Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Property Regime, which amendment is as follows:

1. Article III, Section 3.01, is amended to read as follows:

"Section 3.01. The affairs of the Association and New

London Lake Condominium shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Board of Managers shall be composed of at least three (3) persons and as many as five (5) persons, as decided by the Association at its annual meeting. After the Declarant (Portage Realty Corporation) has completed and sold all of the Apartments of this Horizontal Property Regime, as amended or after December 31, 1974, whichever shall first occur, or at some earlier date upon the election of Declarant after giving Thirty (30) days notice in writing to all Apartment Owners that the control of the Board of Managers shall be placed in the Owners, each member of the Board of Managers shall be a person entitled to cast a vote in the Association."

IN WITNESS WHEREOF, the undersigned has caused this Second

Amendment to the Code of By-Laws of New London Lake Condominium to

be executed this 26th day of December, 1974.

ATTEST:

Wayne H. Holleman
Wayne H. Holleman, Vice
President - Sales

ST. JOSEPH CO.
FILED
DEC 26 2 22 PM '74
BOON
EUGENE A. BASKER
RECORDER

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Paul D. Hass and Wayne H. Holleman, the President and Vice President - Sales, respectively, of Portage Realty Corporation, who acknowledged the execution of the above and foregoing Second Amendment to the By-Laws of New London Lake Condominium Horizontal Property Regime for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 26th day of December, 1974.

Bruce R. Bancroft
Bruce R. Bancroft, Notary Public



My commission expires:

October 4, 1977

This instrument was prepared by Bruce R. Bancroft, Attorney at Law.

THIRD AMENDMENT TO
CODE OF BY-LAWS
OF
NEW LONDON LAKE CONDOMINIUM

ST. JOSEPH COUNTY
INDIANA
FILED FOR RECORDS

FEB 10 3 57 PM '82

FILED NO.
WARRANTY
RECORDS

Pursuant to and in compliance with the Code of By-Laws of New London Lake Condominium Horizontal Property Regime (By-Laws), (Article VII) as recorded in the records of the Recorder of St. Joseph County, Indiana on October 30, 1972, beginning in Book 273, at Page 491, the undersigned, New London Lake Condominium Association, Inc., makes the following amendments to said By-Laws:

1. A new Section 2.041 is hereby added to said By-Laws:

Section 2.041. Written Consent By Association Members.

The members of the Association may approve action which requires their approval according to the By-laws through the use of a written consent to such action providing the written consent is signed by the number of members required to approve such action prior to the action being taken and further providing that the consent includes an acknowledgment by each member that a written explanation of the matter or matters approved by the consent has been received by each member prior to the date the consent is signed. Consents must be signed and received by the Association prior to the date the action is proposed to be taken in order to be valid. The same number of consents shall be required for such action as would be required had a meeting of members of the Association been held. The consent signed by an Owner shall constitute a waiver of notice by that Owner to the taking of any action to which that Owner consented. Consents must be retained by the Board of Directors in its permanent records for a period of at least one (1) year after the date the action based upon such consent is taken.

2. Section 5.05 is amended by deleting therefrom the words "at the rate of Six Percent (6%) per annum" and substituting therefor the following: "at a floating rate of interest

most credit-worthy commercial customers as of the date of the assessment, which interest rate shall be adjusted semi-annually as of the first day of each six month period following the date of assessment as fluctuations in the prime rate occur. "

3. Each and every other provision of said Code of By-Laws remains as originally executed and recorded and is unaffected by this Third Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this First Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Property Regime and by executing the same represent and warrant that the Third Amendment was duly adopted in accordance with the provisions for amendment of said Code of By-Laws and that the undersigned is authorized to execute the same for and in behalf of New London Lake Condominium Association, Inc.

NEW LONDON LAKE CONDOMINIUM ASSOCIATION, INC.

BY Donna H. Kelly
Donna H. Kelly President

ATTEST:

Lucille A. Hammes
Lucille A. Hammes Secretary

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, this 5th day of February, 1964, personally appeared DONNA KELLY and LUCILLE A. HAMMES known to me to be the President and Secretary, respectively, of New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation, and acknowledged the execution of the above and foregoing Third Amendment to Declaration of Horizontal Property Ownership for and on behalf of said corporation and that they are authorized by it so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name
and affixed my official seal.

George R. Erb
George R. Erb Notary Public
and a resident of St. Joseph County,
Indiana

My commission expires:

2-14-84

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES FEB 14 1984
ISSUED UNDER INDIANA NOTARY ACT

This instrument was prepared by Bruce R. Bancroft, Attorney at Law.

FOURTH AMENDMENT TO CODE OF BY-LAWS
OF NEW LONDON LAKE CONDOMINIUM

8914856

Pursuant to and in compliance with the Code of By-Laws of New London Lake Condominium Horizontal Property Regime (By-Laws), (Article VII) as recorded in the records of the Recorder of St. Joseph County, Indiana on October 30, 1972, beginning in Book 273, at Page 491, the undersigned, New London Lake Condominium Association, Inc., makes the following amendments to said By-Laws:

1. A new Section 2.01(a) is added to the By-Laws as follows:

"The annual budget shall cover the period of the Association's Fiscal Year which presently begins on September 1 and ends on October 31 of each year."

2. Section 2.02 of the By-Laws is amended to read as follows:

"The annual meeting of the members of the Association shall be held on the first Monday in October of each calendar year. At the annual meeting, the Owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting."

3. Section 2.05(f)(3) of the By-Laws is amended to read as follows:

"Budget. The proposed budget for the Fiscal Year shall be presented to the Owners for approval or amendment."

4. Section 5.01 of the By-Laws is amended to read as follows:

"Annual Accounting. Annually, after the close of each Fiscal Year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner, an audited financial statement certified as true and correct by the certified public accounting firm then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding Fiscal Year."

ST. JOSEPH CO. RECORDS
FILED FOR RECORD

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ST. JOSEPH CO. RECORDS
FILED FOR RECORD

5. Section 5.02 of the By-Laws is to be amended to read as follows:

"Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the ensuing Fiscal Year and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual Fiscal Year budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall become the basis for the Regular Assessments (hereinafter defined) for the ensuing Fiscal Year. At the annual meeting of the Owners, the budget may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved at such meeting, either the proposed Fiscal Year budget or the proposed Fiscal Year budget as amended."

6. Section 5.03 of the By-Laws is to be amended as follows:

"Regular Assessments. The annual Fiscal Year budget as adopted shall, based on the estimated cash requirements for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each apartment based upon the percentage interest of each apartment following the adoption of the annual Fiscal Year budget, each Owner shall be given written notice of such assessment against each respective apartment (herein defined as the "Regular Assessment"). The Regular Assessment against each apartment shall be paid in equal monthly installments, commencing on the first day of November following the annual meeting and on the first day of each calendar month thereafter through and including the following October 1st. Payment of the monthly installments of the Regular Assessments shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers. The Regular Assessment for the Fiscal Year shall become a lien on each separate apartment as of November 1 of each calendar year."

7. Section 5.05 of the By-Laws is amended by deleting the interest rate of six percent (6%) per annum and substituting for it the interest rate of eighteen percent (18%) per annum.

8. Each and every other provision of said Code of By-Laws remains as originally executed and recorded and is unaffected by this Fourth Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Fourth Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Property Regime and by executing the same represent and warrant that the Fourth Amendment was duly adopted in accordance with the provisions for amendment of said Code of By-Laws and that the undersigned is authorized to execute the same for and in behalf of New London Lake Condominium Association, Inc.

NEW LONDON LAKE CONDOMINIUM ASSOCIATION, INC.

By: Paul Grodner
Paul Grodner, President

ATTEST:

James Ralph
James Ralph, Secretary

STATE OF INDIANA)
COUNTY OF ST. JOSEPH) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Grodner and James Ralph, the President and Secretary, respectively, of New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the above and foregoing Fourth Amendment to Code of By-Laws of New London Lake Condominium Horizontal Property Regime.

WITNESS my hand and Notarial Seal this 6th day of _____, 1989.



Russ B. Belle
_____, Notary Public,
Residing in St. Joseph County, IN

My Commission Expires:

January 22, 1992

This instrument is prepared by Bruce R. Bancroft, Attorney-at-Law.

FIFTH AMENDMENT TO CODE OF BY-LAWS
OF NEW LONDON LAKE CONDOMINIUM

Pursuant to and in compliance with the Code of By-Laws of New London Lake Condominium Horizontal Property Regime (By-Laws), (Article VII) as recorded in the records of the Recorder of St. Joseph County, Indiana on October 30, 1972, beginning in Book 273, at Page 491, the undersigned, New London Lake Condominium Association, Inc., makes the following amendments to said By-Laws:

2

1. Section 2.01(s) which was added to the By-Laws with the Fourth Amendment to the Code of By-Laws is amended to read as follows:

"The annual budget shall cover the period of the Association's Fiscal Year which presently begins on September 1 and ends on August 31 of each year."

2. Each and every other provision of said Code of By-Laws remains as originally executed and recorded and is unaffected by this Fifth Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Fifth Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Regime and by executing the same represent and warrant that the Fifth Amendment was duly adopted in accordance with the provisions for amendment of said Code of By-Laws and that the undersigned is authorized to execute the same for and in behalf of New London Lake Condominium Association, Inc.

NEW LONDON LAKE CONDOMINIUM
ASSOCIATION, INC.

By: Paul Grodner
Paul Grodner, President

ATTEST:

James Ralph
James Ralph, Secretary

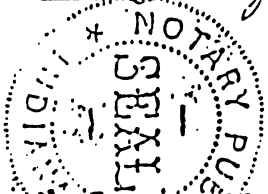
ST. JOSEPH CO. RECORDER
FILE NO. MARIANNE SEACH
RECORDER
JUL 17 4 24 PM '89
ST. JOSEPH CO.
INDIANA
FILED FOR RECORD

STATE OF INDIANA)
) SS:
COUNTY OF ST. JOSEPH)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Grodner and James Ralph, the President and Secretary, respectively, of New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 13th day of

July, 1989.



Vanita L. Johnson
Notary Public,
Residing in St. Joseph County, IN

My Commission Expires:

March 24, 1992

This instrument was prepared by Bruce R. Bancroft, Attorney-at-Law.

SIXTH AMENDMENT TO CODE OF BY-LAWS
OF NEW LONDON LAKE CONDOMINIUM

Pursuant to and in compliance with the Code of By-Laws of New London Lake Condominium Horizontal Property Regime (By-Laws), (Article VII) as recorded in the records of the Recorder of St. Joseph County, Indiana on October 30, 1972, beginning in Book 273, at Page 491, the undersigned, New London Lake Condominium Association, Inc., makes the following amendments of said By-Laws:

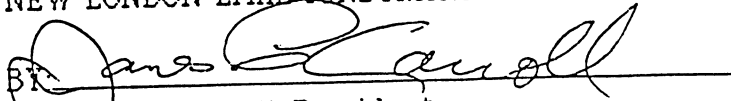
1. Article V is amended by the addition of Section 5.07 which reads as follows:

"Notwithstanding any other provision of the Declaration of Horizontal Property Ownership or of these By-Laws, the cost of repair and/or replacement of exterior windows, glass doors, screens and storm doors shall be borne by the individual property owner and such repair and/or replacement shall be subject to the approval of the Board of Managers in order to maintain the consistency of the exterior appearance of the New London Lake Condominiums."

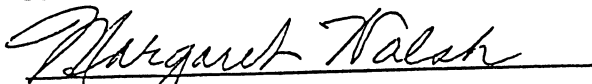
2. Each and every other provision of said Code of By-Laws remains as originally executed and recorded and is unaffected by this Sixth Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Sixth Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Regime and by executing the same represent and warrant that the Sixth Amendment was duly adopted in accordance with the provisions for amendment of said Code of By-Laws and that the undersigned is authorized to execute the same for and in behalf of New London Lake Condominium Association, Inc.

NEW LONDON LAKE CONDOMINIUM ASSOCIATION, INC.


James P. Carroll, President

ATTEST:


Margaret Walsh, Secretary

STATE OF INDIANA)
)
COUNTY OF ST. JOSEPH) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James P. Carroll and Margaret Walsh, the President and Secretary, respectively, of the New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 23 day of July,
1991.

Sharon A Kimble
Notary Public Residing in St. Joseph County, Indiana

My Commission Expires:
SHARON A. KIMBLE, Notary Public
Residing in St. Joseph County
My Commission Expires July 13, 1992

MAIL TO: G.B. FORD
P.O. BOX 4577
SOUTH BEND, IN. 46634

9444662

SEVENTH AMENDMENT TO CODE OF BY-LAWS
OF NEW LONDON LAKE CONDOMINIUM

Pursuant to and in compliance with the Code of By-Laws of New London Lake Condominium Horizontal Property Regime (By-Laws) (Article VII) as recorded in the records of the Recorder of St. Joseph County, Indiana, on October 30, 1972, beginning at Book 273, at Page 491, the undersigned, New London Lake Condominium Association, Inc., makes the following amendments of said By-Laws:

1. The second sentence of Section 3.01 of Article III is amended so that as amended the sentence shall read as follows:

"The Board of Managers shall be composed of at least three (3) persons and as many as seven (7) persons, as decided by the Association at its annual meeting."

2. Each and every other provision of said Code of By-Laws remains as originally amended and recorded and subsequently amended and is unaffected by this Seventh Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Seventh Amendment to the Code of By-Laws of New London Lake Condominium Horizontal Property Regime and by executing the same represent and warrant that the Seventh Amendment was duly adopted in accordance with the provisions for amendment of said Code of By-Laws and that the undersigned is authorized to execute the same for and in behalf of New London Lake Condominium Association, Inc.

NEW LONDON LAKE CONDOMINIUM
ASSOCIATION, INC.

By James Ashley
James Ashley, President

ATTEST:

G. Burt Ford
G. Burt Ford, Secretary

ST. JOSEPH COUNTY RECORDER
FILE NO. _____
MANAGEMENT RECORDS
DEC 5 11 46 AM '94
ST. JOSEPH CO.
HOURS
FILED FOR RECORD

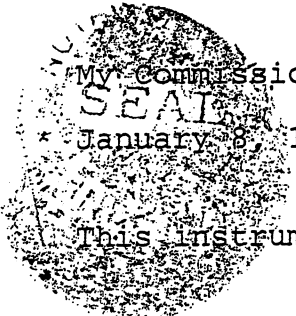
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STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared James Ashley and G. Burt Ford, the President and Secretary, respectively, of the New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this 5th day of December, 1994.

Sharon L. Turner
Sharon L. Turner, Notary Public
A resident of St. Joseph County, IN



My Commission expires:
* January 8, 1995.

This instrument prepared by: G. BURT FORD (11054-71)
Attorney at Law
1800 Valley American Bank Building
Post Office Box 4577
South Bend, Indiana 46634-4577