DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

New London Lake Condominium Association, Inc.

DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

New London Lake Condominium Association, Inc.

TABLE OF CONTENTS

		Page
1.	Definitions	2
2.	Declaration	4
3.	Description of Buildings	4
4.	Identification of Apartments	5
5.	Description of Apartments	7
6.	Common Area and Facilities	8
7.	Limited Common Areas and Facilities	8
8.	Ownership of Common Areas	9
9.	Encroachments and Easements for Common Areas	9
10.	Real Estate Taxes	10
11.	Utilities	10
12.	Association of Owners	10
13.	Maintenance, Repairs and Replacements	11
14.	Alterations, Additions and Improvements	12
15.	Insurance	12
16.	Casualty and Restoration	16
17.	Covenants and Restrictions	17
18.	Sale or Lease of Apartment by Owner	18
19.	Amendment of Declaration	21
20.	Acceptance and Ratification	22
21.	Negligence	23
22.	Costs and Attorneys' Fees	23
23.	Waiver	23
24.	Severability Clause	24
	Consent of Mortgagee	24

DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

New London Lake Condominium Association, Inc.

This Declaration, made this 30th day of October, 1972, by Portage Realty Corporation, a corporation organized and existing under the laws of the State of Indiana (the "Declarant"),

W I T N E S S E T H :

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate, located in St. Joseph County, Indiana, to-wit:

"A. Declarant is the sole owner of the fee simple title to the following described real estate, located in St. Joseph County, Indiana, to-wit;

A tract of land in the Northeast Quarter (1/4) of Section 31, Township 38 North, Range 3 East in Clay Township, St. Joseph County, Indiana, more particularly described as follows:

Beginning at a point Forty (40) feet West and Twenty-Five (25) feet North of the intersection of the centerlines of Ironwood Road and Dunn (Hepler) Road, thence North parallel with the centerline of Ironwood Road a distance of Five Hundred Sixty-Two (562) feet, thence West One Hundred Seventy-Seven and Eight Tenths (177.8) feet, thence North Two Hundred Seventy-Five (275) feet to a point Twenty-Five (25) feet South of the centerline of Bulla Road, thence West parallel with the centerline of Bulla Road a distance of Three Hundred Seventy-Six and Two Tenths (376.2) feet, thence South Three Hundred Three (303) feet to the North line of Warrick Street projected, thence West along the North line of Warrick Street projected a distance of Eighty (80) feet, thence South Twenty (20) feet, thence West Forty-Two and Four Tenths (42.4) feet, thence South Twenty (20) feet to the South line of Warrick Street, thence West along the South line of Warrick Street a distance of Ten (10) feet to the East line of George Street, thence South along said East line a distance of One Hundred Forty-Five (145) feet, thence East Ten (10) feet, thence South Sixteen (16) feet, thence West Ten (10) feet to the East line of George Street, thence South along said East line a

---

distance of One Hundred Forty-Five (145) feet to the North line of Berger Street, thence East along said North line a distance of Ten (10) feet, thence South Forty (40) feet to the Southline of Berger Street, thence West along said South line a distance of Ten (10) feet to the East line of George Street, thence South along said East line a distance of One Hundred Forty-Eight (148) feet to a point Twenty-Five (25) feet North of the centerline of Dunn (Hepler) Road, thence East parallel with the centerline of Dunn (Hepler) Road a distance of Six Hundred Eighty-Seven (687) feet to the point of beginning, containing 11.11 acres.

18. Sale or Lease of Apartment by Owner. For the purpose of maintaining the congenial and residential character of New London Lake Condominium, and for the protection of the Co-Owners with regard to financially responsible residents, sale or lease of an Apartment by an Owner other than Declarant (Declarant being subject to no restrictions whatsoever on sale or lease of Apartments) shall be subject to the following conditions and restrictions:

(a) Lease. It is in the best interest of all the Owners that those persons residing in New London Lake Condominium have similar proprietary interest in their Apartments and be Owners. "Accordingly, each Apartment shall be occupied only as a single family residence by either the Owner of the Apartment or by a member of the Owner's immediate family, and no Owner shall lease his Apartment or enter into any other rental or letting arrangement for his Apartment without the prior written consent of the Board of Managers." Such consent shall not be unreasonably withheld. No lease for a term longer than One (1) year, however, shall be approved. Any Owner desiring to enter into a lease for his Apartment shall make written application to the Board of Managers which application shall state the reasons why the applicant wishes to lease the Apartment, the name of the proposed tenant, and financial references of the proposed tenant. Within Ten (10) days following the receipt of the application, the Board of Managers shall issue its written approval or disapproval to the Owner. In the event the Board fails to issue written approval or disapproval within such period, the application shall for all purposes be deemed approved.

(b) Sale. The Association shall have the right of first refusal to purchase any Apartment which an Owner wishes to sell. Any Owner wishing to sell who receives a bona fide offer to purchase shall promptly give written notice to the Board of Managers of his desire to sell, together with the name and address of the intended purchaser, and the terms and conditions of such offer. Within Fourteen (14) days after the receipt of such notice, the Board of Managers shall determine if it should recommend exercise of the right to purchase or waive the right to purchase. In the event the Board of Managers elects to waive the right to purchase, a certificate in

(g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(h) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration of the By-Laws.

(i) "Co-Owners" means the Owners of all the Apartments.

(j) "Limited Common Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.

(k) "Mortgagee" means the holder of a mortgage lien on an Apartment.

(l) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to an Apartment.

(m) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Apartment as specifically expressed in paragraph 4 of this Declaration.

(n) "Percentage Vote" means that percentage of the total vote accruing to all of the Apartment which is appurtenant to each particular Apartment and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Apartment.

(o) "Plans" means the floor and building plans of the Buildings and Apartments prepared by Kent S. Kaser, licensed professional engineer, under date of September 20, 1972 recorded semultaneously with this Declaration and also floor plans and building plans which may be prepared subsequently, placed of record in the office of the Recorder of St. Joseph County, Indiana and incorporated herein by reference.

(p) "Property" means the Tract and appurtenant easements, the Aparments, the Buildings, improvements and property of every kind and nature whatsoever, real, personal or mixed, located upon the Tract.

(q) "New London Lake Condominium" means the name by which the Property and Horizontal Property Regime shall be known. The address of New London Lake Condominium is Ironwood Road, South Bend, Indiana.

(r) "Tract" means the real estate described in Paragraph A above, but does not include any buildings located thereon.

(s) "Insurance Trustee" means a bank or trust company who is trustee under a written insurance trust agreement in which all Owners are beneficiaries, which trust may be funded with proceeds of casualty insurance policies on the Property.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Buildings. There are Twelve (12) Buildings containing Apartments on the Tract. The floor plans which are recorded contemporaneously with this Declaration describe Two (2) of the Buildings. The balance of the Buildings will be described on amendments to this Declaration and in floor plans to be recorded subsequently as the remaining Buildings are constructed. All Buildings have two stories and are constructed of brick and frame and are built in accordance with the Plans. The Two (2) Buildings now constructed and described on the Plans recorded contemporaneously herewith contain a total of Sixteen (16) separate Apartments as described on the Plans.

The floor plans for the Buildings as now constructed are recorded in the records of the Recorder of St. Joseph County, Indiana, on the 30th day of Oct., 1972 in Book 26, Page

N and File Number 130242

In addition to the Buildings as now constructed as described above, the Buildings as defined herein shall include structures built in the future on the Tract which will be more particularly described in amendments to this Declaration and in floor plans and surveys to be recorded subsequently and incorporated herein by reference as part of this Horizontal Property Regime.

4. Identification of Apartment. The Apartments contained in the Buildings described on floor plans recorded contemporaneously herewith are identified along with the Apartments which will be contained in Buildings to be constructed and described on floor plans to be later recorded and in amendments to this Declaration which also will be later recorded by Declarant. The percentage of vote and interest appurtenant to each Apartment described herein shall remain constant and shall not be amended. Each Apartment is identified by number on the plan referring to the individual apartment within the building. The following is a list identifying each Apartment, showing the percentage interest and percentage vote appurtenant to each Apartment and showing the garage which is assigned to each Apartment, the interior of such garage being a limited common element as described herein:

No. of Apartment	Description	% Interest & % Vote	Garage Assigned to Apt.
BUILDING A-1:			
Apartment #1	1-bedroom apartment	0.9581%	G-1 A1
Apartment #2	1-bedroom apartment	0.9581%	G-2 A1
Apartment #3	2-bedroom apartment	1.0691%	G-3 A1
Apartment #4	2-bedroom apartment	1.0691%	G-4 A1
Apartment #5	1-bedroom apartment	0.9581%	G-5 A1
Apartment #6	1-bedroom apartment	0.9581%	G-6 A1
Apartment #7	2-bedroom apartment	1.0691%	G-7 A1
Apartment #8	2-bedroom apartment	1.0691%	G-8 A1
BUILDING C-1			
Townhouse #1	Townhouse	1.4612%	as attached
Townhouse #2	Townhouse	1.4612%	as attached
Townhouse #3	Townhouse	1.4612%	as attached
Townhouse #4	Townhouse	1.4612%	as attached
Townhouse #5	Townhouse	1.4612%	as attached
Townhouse #6	Townhouse	1.4612%	as attached
Townhouse #7	Townhouse	1.4612%	as attached
Townhouse #8	Townhouse	1.4612%	as attached

BOOK 273 PAGE 471

BUILDING C-2:			
Townhouse #1	Townhouse	1.4612%	as attached
Townhouse #2	Townhouse	1.4612%	as attached
Townhouse #3	Townhouse	1.4612%	as attached
Townhouse #4	Townhouse	1.4612%	as attached
Townhouse #5	Townhouse	1.4612%	as attached
Townhouse #6	Townhouse	1.4612%	as attached
Townhouse #7	Townhouse	1.4612%	as attached
Townhouse #8	Townhouse	1.4612%	as attached
BUILDING C-3:			
Townhouse #1	Townhouse	1.4612%	as attached
Townhouse #2	Townhouse	1.4612%	as attached
Townhouse #3	Townhouse	1.4612%	as attached
Townhouse #4	Townhouse	1.4612%	as attached
Townhouse #5	Townhouse	1.4612%	as attached
Townhouse #6	Townhouse	1.4612%	as attached
BUILDING B-2:			
Apartment #1	2-bedroom apartment w/den	1.1431%	G-1 B2
Apartment #2	2-bedroom apartment w/den	1.1431%	G-2 B2
Apartment #3	2-bedroom apartment w/den	1.1431%	G-3 B2
Apartment #4	2-bedroom apartment w/den	1.1431%	G-4 B2
Apartment #5	2-bedroom apartment w/den	1.1431%	G-5 B2
Apartment #6	2-bedroom apartment w/den	1.1431%	G-6 B2
Apartment #7	2-bedroom apartment w/den	1.1431%	G-7 B2
Apartment #8	2-bedroom apartment w/den	1.1431%	G-8 B2
BUILDING C-4:			
Townhouse #1	Townhouse	1.4612%	as attached
Townhouse #2	Townhouse	1.4612%	as attached
Townhouse #3	Townhouse	1.4612%	as attached
Townhouse #4	Townhouse	1.4612%	as attached
Townhouse #5	Townhouse	1.4612%	as attached
Townhouse #6	Townhouse	1.4612%	as attached
BUILDING B-3:			
Apartment #1	2-bedroom apartment w/den	1.1431%	G-1 B3
Apartment #2	2-bedroom apartment w/den	1.1431%	G-2 B3
Apartment #3	2-bedroom apartment w/den	1.1431%	G-3 B3
Apartment #4	2-bedroom apartment w/den	1.1431%	G-4 B3
Apartment #5	2-bedroom apartment w/den	1.1431%	G-5 B3
Apartment #6	2-bedroom apartment w/den	1.1431%	G-6 B3
Apartment #7	2-bedroom apartment w/den	1.1431%	G-7 B3
Apartment #8	2-bedroom apartment w/den	1.1431%	G-8 B3
BUILDING B-4:			
Apartment #1	2-bedroom apartment w/den	1.1431%	G-1 B4
Apartment #2	2-bedroom apartment w/den	1.1431%	G-2 B4
Apartment #3	2-bedroom apartment w/den	1.1431%	G-3 B4
Apartment #4	2-bedroom apartment w/den	1.1431%	G-4 B4
Apartment #5	2-bedroom apartment w/den	1.1431%	G-5 B4
Apartment #6	2-bedroom apartment w/den	1.1431%	G-6 B4
Apartment #7	2-bedroom apartment w/den	1.1431%	G-7 B4
Apartment #8	2-bedroom apartment w/den	1.1431%	G-8 B4
BUILDING D:			
Apartment #1	2-bedroom apartment	1.0691%	G-1 D
Apartment #2	2-bedroom apartment	1.0691%	G-2 D
Apartment #3	2-bedroom apartment	1.0691%	G-3 D
Apartment #4	2-bedroom apartment	1.0691%	G-4 D
Apartment #5	2-bedroom apartment	1.0691%	G-5 D
Apartment #6	2-bedroom apartment	1.0691%	G-6 D
Apartment #7	2-bedroom apartment	1.0691%	G-7 D
Apartment #8	2-bedroom apartment	1.0691%	G-8 D

BUILDING C-5:			
Apartment #1	Townhouse	1.4612%	as attached
Apartment #2	Townhouse	1.4612%	as attached
Apartment #3	Townhouse	1.4612%	as attached
Apartment #4	Townhouse	1.4612%	as attached
BUILDING B-1:			
Apartment #1	2-bedroom apartment w/den	1.1431%	G-1 Bl
Apartment #2	2-bedroom apartment w/den	1.1431%	G-2 Bl
Apartment #3	2-bedroom apartment w/den	1.1431%	G-3 Bl
Apartment #4	2-bedroom apartment w/den	1.1431%	G-4 Bl
Apartment #5	2-bedroom apartment w/den	1.1431%	G-5 Bl
Apartment #6	2-bedroom apartment w/den	1.1431%	G-6 Bl
Apartment #7	2-bedroom apartment w/den	1.1431%	G-7 Bl
Apartment #8	2-bedroom apartment w/den	1.1431%	G-8 Bl

5. Description of Apartments.

(a) Appurtenances. Each Apartment shall consist of all space within the boundaries thereof as hereinafter defined and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Apartment wherein the same are located, or to which they are attached, but excluding therefrom that designated or intended for the use, benefit, support, safety or enjoyment of any other Apartment or which may be necessary for the safety, support, maintenance, use, and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of an Apartment shall constitute a part of such Apartment, whether or not the same are located within or partly within the boundaries of such Apartment.

(b) Boundaries. The boundaries of each Apartment shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surfact of the floors, ceilings and perimeter walls of each Apartment. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Apartment because of inexactness of construction, settling after construction, or for any other reasons,

BOOK 273 PAGE 473

the boundary lines of each Apartment shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Apartment in and to such space lying outside of the actual boundary line of the Apartment, but within the appropriate wall, floor or ceiling surfaces of the Apartment.

6. Common Area and Facilities. Common Areas means and includes (1) the Tract; (2) the foundation, columns, girders, beams, ways, sidewalks, parking areas, recreational areas, recreation building and the swimming pool and mechanical equipment located within the Tract; (4) central electricity, gas water, air conditioning and sanitary sewer mains serving the Buildings; (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings; (6) master television antenna system with connecting outlets to each Apartment (excepting therefrom the antenna and tower); (7) pipes, ducts, electrical wiring and conduits and public utilities lines; (8) floors, ceilings and perimeter walls, except the interior surface thereof; (9) all facilities and appurtenances located outside of the boundary lines of the Apartment, except those areas and facilities expressly defined as Limited Areas, and those structural components, central installations of utilities and other similar portions of the Buildings, a portion of which may be located within the boundary lines of the Apartments, but which are not designed, intended and used solely and exclusively for the enjoyment, use and benefit of one certain Apartment wherein they are located or to which they are attached, and (10) the halls, corridors, lobbies, stairs, stairways, entrances and exits of each of the Buildings.

7. Limited Common Areas. Limited Common Areas and those Apartments to which use thereof is limited are as follows:

(a) The interior of a garage under roof shall be

assigned to each apartment. Each garage shall be limited for exclusive use of a particular Apartment, with assignment of a garage for exclusive use of a certain Apartment being designated as set forth in Paragraph 3 hereof. All other portions of each garage shall be part of the common areas.

(b) Patios, together with an area around such patio specifically shown and designed on the Plans, shall be limited to the exclusive use of the first floor Apartment to which they are attached.

(c) Balconies shall be limited to the exclusive use of the Apartment to which they are attached.

(d) The exterior surface of doors and windows in the perimeter walls in each Apartment shall be limited to the exclusive use of the Apartment to which they appertain.

8. Ownership of Common Areas. The percentage Interest appertaining to each Apartment is set forth in paragraph 4 of this Declaration. This percentage shall for all purposes be deemed to be the percentage of value of each separate Apartment and appurtenances thereto in relation to the Property as a whole. The Percentage Interest appertaining to each separate Apartment in the Common Areas and Limited Areas shall remain constant and shall not be altered without the unanimous consent of all the Co-owners and compliance with all requirements of the Act.

The Percentage Interest appertaining to each Apartment shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to the New London Lake Condominium and the Association upon which the Co-owners are entitled to vote, including but not limited to the election of the Board of Managers.

The Association, Board of Managers, Owners and their agents and representatives shall not restrict free passage of vehicles and persons on the driveways and roads located on the property and may not block the same in any way.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction settling, or shifting of a

Building, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Apartment, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Apartments and serving his Apartment.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Apartment as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Apartment, but are assessed and taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the common expenses, unless otherwise agreed by a majority of the Percentage Vote of the Co-owners.

12. Association of Owners.

(a) New London Lake Condominium Association, Inc. In order to provide for the maintenance, repair, replacement, administration and operation of the common areas and limited common areas and in compliance with the provisions of the Act, an Indiana not-for-profit corporation has been formed, having the name New London Lake Condominium Association, Inc., which not-for-profit corporation is referred to in this Declaration and the By-Laws as the "Association". Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, with that Owner's membership and all rights in the Association transferred to the new Owner upon delivery of the deed conveying that Owner's Apartment.

The association shall elect a Board of Directors, hereinafter referred to as the "Board of Managers", annually in accordance with and as prescribed by the "By-Laws." The Co-Owners shall be

entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the common areas and limited common areas.

13. Maintenance, Repairs and Replacements. Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement of fixtures and appurtenances in his own Apartment including but not limited to carpeting, wall covering, repair or replacements of dry wall, plumbing, electrical repairs, ai conditioning and furnace repairs, except as may otherwise be provide in the By-Laws. Each Owner shall repair any defect occurring in his Apartment. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas (except as is hereinafter provided fo the interior of garages) shall be furnished by the Association as part of the Common Expenses; including all roads and driveways on the Property. The air conditioning equipment, ducts and portions thereof and the furnace, ducts and other portions thereof are a part of the Apartment owned by each Owner and the maintenance and replacment of air conditioning and furnace systems and all parts thereof i the responsibility of the Owner.

The Association shall keep and maintain the Common Areas and the Limited Areas in a good and attractive state of repair at all times, and shall as part of its annual budget provide for the establishment of a reserve for replacement of the Common and Limited Common Elements.

Each Owner shall, at his expense, be responsible for the maintenance, repairs and decoration of the interior of the garage which as a Limited Common Area is designated for the exclusive use of the Owner of his Apartment and shall keep the interior of the same neat and tidy at all times.

The Board of Managers shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Apartment for the purpose of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of the same.

14. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alteration to his respective Apartment and within the boundaries thereof without first having the plans for such alteration approved by the Association in writing.

15. Insurance. The insurance other than title insurance which shall be carried upon the Property (excluding insurance on certain portions of Owners' personal property) shall be governed by the following provisions:

1. Authority to Purchase. Public liability, fire and casualty insurance covering certain portions of the Property shall be purchased by the Association for the benefit of the Association, the Owners and their Mortgagees (upon written notification by an Owner as to the name and address of his Mortgagee) as their interests may appear, and provisions shall be made for the issuance of insurance certificates reflecting such coverage to Owners and the Mortgagees of Owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Owners may, in addition thereto, obtain insurance coverage at their own expense upon their Apartment, their own personal property and for their personal liablity.

2. Coverage.

(a) Casualty. All Buildings and improvements upon the Property, including but not limited to all Apartments, personal property and fixtures included in each Apartment as built by Declarant and sold to Owner together with all personal property included in the common areas and limited areas shall be insured in an amount not less than their maximum insurable replacement value,

excluding foundation excavation costs, as determined annually by the Board of Managers of the Association. Should the Owner of an Apartment make any improvements to his Apartment which may increase its value over the "as built" value when it was sold to him by Declarant, and wish additional insurance coverage for such increase in value, he must pay the additional premium for coverage of such improvements himself directly to the Association, which additional premium shall not be charged as a portion of his common expenses.

Casualty insurance coverage bought hereunder shall afford protection against (1) Loss by damage by fire and other hazards covered by a standard extended coverage endorsement, and (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Property, including, but not limited to vandalism and malicious mischief.

(b) Public Liablity. Public liability insurance shall be purchased in such amounts and with such coverage as shall be required by the Board of Managers of the Association, covering the Association and Owners individually including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover the liability of the Apartment Owners as a group to an Apartment Owner.

(c) Workmen's Compensation. Workmen's Compensation policies or endorsements shall be purchased as needed, in the judgement of the Board of Managers.

(d) Other Insurance. Such other insurance shall be purchased as the Board of Managers of the Association shall determine to be necessary.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Apartment Owners and their Mortgagees as

their interests may appear, and shall provide that all proceeds covering property losses shall be paid to St. Joseph Bank and Trust Company, South Bend, Indiana, as Trustee or any other bank in St. Joseph County, Indiana with trust powers as may be approved by the Board of Managers of the Association, which trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Owners and their Mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Apartment.

(b) Apartments. Proceeds on account of damage to Apartments shall be held in the following undivided shares:

(1) When the building is to be restored--for the Owner of damaged Apartments in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(2) When the building is not to be restored--an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Apartment.

(c) Mortgagees. In the event a Mortgagee endorsement has been issued as to an Apartment, the share of the Apartment Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Owners as aforesaid, remittances to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of an Apartment and may be enforced by such Mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners, remittances

to Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of an Apartment and may be enforced by such Mortgagee.

(d) Certificate. In making distribution to Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Owners and their respective shares of the distribution.

6. Association as Agent. The Association is hereby irrevocably appointed agent for each Owner and for each Mortgagee of an Apartment and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

7. Miscellaneous. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

Each Owner may obtain additional insurance at his own expense; provided, however, that no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association, in behalf of all the Owners, may realize under any insurance policy which the Association may have in force on the project at any particular time.

Each Owner shall be required to notify the Association of all improvements made by the Owner to his Apartment, the value of which is in excess of One Thousand Dollars ($1,000.00).

Any Owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such Owner, shall be required to file a copy of such individual policy or policies with the Association within Thirty (30) days after purchase of such insurance.

The Association shall be required to make every effort to secure insurance policies that will provide for the following:

BOOK 273 PAGE 481

(a) A waiver of subrogation by the insurer as to any claims against the Association, the Manager, the Owners and their respective servents, agents and guests;

(b) That the master liability policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Owner;

(c) That the master liability policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Managers or the Association without a prior demand in writing that the Board of Managers or Association cure the defect;

(d) That any "no other insurance" clause in the master policy exclude individual Owners' policies from consideration.

Each Owner shall have the right to purchase any additional insurance he may deem necessary, and each Owner shall be solely responsible for insurance on the contents of his own Apartment, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property.

16. Casualty and Restoration. In the event of damage or destruction of the property by fire or other casualty, the following provisions shall be applicable:

(a) Partial Destruction. In the event that less than two-thirds of all of the Apartments are destroyed by the occurrence of fire or other casualty, then the Association shall cause the Property to be promptly repaired and restored. The proceeds of the insurance carried by the Association shall be applied by the Insurance Trustee to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction, or in the event that there are no proceeds, the cost for restoring the damage shall be paid by all of the Owners of the Apartments directly affected by the damage (as determined by the Association) in that proportion each affected Apartment bears to all affected Apartments

If any such Owner, or Owners, refuses or fails to make the required payments, the other Owners shall (or the Association, if such other Owners fail) complete the restoration and pay the cost thereof, and the costs attributable to the Owner or Owners whose apartments were affected and who refuse or fail to make such payments at the time required by the Board of Managers shall become a lien on those Owners' Apartments and may be foreclosed in the same manner as provided for the lien for Common Expenses.

(b) Restoration in the Event of Two-Thirds Destruction. In the event that more than two-thirds of all of the Apartments are destroyed by fire or other casualty, then restoration of the Apartments must be approved within one hundred twenty (120) days from the date of damage or destruction by no less than fifty-one per cent (51%) in the aggregate of the total Percentage Vote. If such approval is not obtained, the Property shall be deemed owned in common by all of the Owners.

(c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Apartments to the same condition as they existed immediately prior to the destruction and with the same type of architecture.

17. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Apartments are set forth in Article VI of the By-Laws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Co-owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

BOOK 213 PAGE 483

18. Sale or Lease of Apartment by Owner. For the purpose of maintaining the congenial and residential character of New London Lake Condominium, and for the protection of the Co-Owners with regard to financially responsible residents, sale or lease of an Apartment by an Owner other than Declarant (Declarant being subject to no restrictions whatsoever on sale or lease of Apartments) shall be subject to the following conditions and restrictions:

(a) Lease. It is in the best interest of all the Owners that those persons residing in New London Lake Condominium have similar proprietary interest in their Apartments and be Owners. Accordingly, no Owner shall lease his Apartment or enter into any other rental or letting arrangement for his Apartment without the prior written consent of the Board of Managers. Such consent shall not be unreasonably withheld. No lease for a term longer than One (1) year, however, shall be approved. Any Owner desiring to enter into a lease for his Apartment shall make written application to the Board of Managers which application shall state the reasons why the applicant wishes to lease the Apartment, the name of the proposed tenant, and financial references of the proposed tenant. Within Ten (10) days following the receipt of the application, the Board of Managers shall issue its written approval or disapproval to the Owner. In the event the Board fails to issue written approval or disapproval within such period, the application shall for all purposes be deemed approved.

CHANGED IN FOURTH AMENDMENT

(b) Sale. The Association shall have the right of first refusal to purchase any Apartment which an Owner wishes to sell. Any Owner wishing to sell who receives a bona fide offer to purchase shall promptly give written notice to the Board of Managers of his desire to sell, together with the name and address of the intended purchaser, and the terms and conditions of such offer. Within Fourteen (14) days after the receipt of such notice, the Board of Managers shall determine if it should recommend exercise of the right to purchase or waive the right to purchase. In the event the Board of Managers elects to waive the right to purchase, a certificate in

recordable form, executed by the President or Secretary of the Association, certifying that the Association, through its Board of Managers, has waived its right to purchase, shall be delivered to the Owner, who may then proceed to sell and convey his Apartment to that person and upon the same terms and conditions set forth in the Owner's notice to the Board of Managers. In the event the sale is not completed within ninety (90) days following the date of such certificate, then the Apartment shall again become subject to the Association's right of first refusal as herein provided.

In the event the Board of Managers deem it advisable to exercise the Association's right to purchase the Apartment, then it shall give written notice thereof to the Owner and shall, within twenty-one (21) days following the receipt of such notice from the Owner wishing to sell, call a meeting of all the Owners for the purpose of voting upon the proposed purchase. If the recommendation of the Board of Managers to purchase such Apartment is approved by no less than seventy-five per cent (75%) in the aggregate of the total Percentage Vote, then the Association shall proceed to purchase the offered Apartment from the offering Owner upon the same terms and conditions contained in the offer. The purchase price for the Apartment shall be considered to be a Common Expense and borne by the remaining Co-owners; provided, nowever, that the Owner who has made the offer to sell his Apartment shall not be assessed for or required to pay his pro rata share of the expense incurred in the purchase of the Apartment.

Legal title to the Apartment shall be conveyed to the Association as an entity or to those persons then serving as Board of Managers, as trustees for the benefit of the Co-owners, whichever the Board of Managers, in their sole discretion, deem appropriate.

In the event that the proposed purchase is not approved by the required percentage of the Co-owners as set out above, then the Board of Managers, through the President or Secretary of the Association, shall promptly deliver a certificate in recordable form

to the offering Owner who may proceed to sell his Apartment under the same terms and conditions as if the Board of Managers had not elected to recommend the exercise of the right of the Association to purchase.

If, for any reason, either the Board of Managers or the Co-owners shall fail to act on the Association's right of first refusal within the time periods herein provided, then the Association's right of first refusal shall be deemed to have been effectively waived.

If the Association shall purchase an Apartment in accordance with this paragraph 18, the Board of Managers shall have the authority at anytime thereafter to sell or lease the Apartment upon the terms and conditions as the Board of Managers shall, in their sole discretion, deem desirable, without application to or approval of the Co-owners. The proceeds of any such sale shall be returned to the Co-owners in the same percentage as they had contributed to the purchase. In the event the Board of Managers elect to lease such Apartment, then the lease rental payments shall be applied against the Common Expenses.

~~The above provisions with respect to the Association's right to approve a lease of an Apartment or the Right to purchase an Apartment shall remain in full force and effect until the Property is removed from the provisions of the Act or until the expiration of twenty (20) years from the date of this Declaration, whichever first occurs.~~

DELETED BY 4TH AMENDMENT

Any sale or attempted sale, or any lease or attempted lease by an Owner of his Apartment, except in accordance with the provisions of this paragraph 18, shall be void; provided, however, that any certificate waiving the Association's right to purchase executed by the Association and delivered to an Owner as provided by this paragraph may be relied upon by any purchaser or Mortgagee and shall, with respect to such purchaser or Mortgagee, be absolutely binding upon the Association and the Co-owners unless such purchaser or Mortgagee has actual knowledge that the certificate was procured fraudulently or by reason of a misrepresentation of a material fact.

(c) Limitations to Mortgagee. With respect to a Mort gagee which is regularly engaged in the business of making real estat mortgage loans, the provisions of subparagraphs (a) and (b) of this paragraph 18, shall be limited in their application as follows:

(i) The provisions of subparagraph (b) shall not be applicable either to the acquisition or transfer of an Apartment or any interest therein by a Mortgagee, regardless of whether title thereto is acquired or transferred through mortgage foreclosure proceedings, conveyance, or otherwise. Any person receiving title to any Apartment or any interest therein form a Mortgagee or through a mortgage foreclosure proceedings shall be bound by the provisions of subparagraph (b) as to any subsequent transfer.

(ii) The provisions of subparagraph (a) shall not be applicable to such Morgagee id such Morgagee acquires possession of an Apartment during the period while a foreclosure proceeding is pending or to such Mortgagee who obtains title to an Apartment as a result of foreclosure of its morgage or a conveyance in lieu thereof. The provisions of subparagraph (a) shall be binding upon any other person obtaining title to the Apartment from such Mortgagee or at any foreclosure or other judicial sale.

The provisions of this subparagraph (c) may not be amended without the consent of all of such Mortagees.

19. Amendment of Declaration. Amendments to this Declaration may be made by Declarant at any time during which Declarant retains control of the Board of Managers of the Association with no approval being required of the Association or Board of Managers or any Owner, except that no such amendment may alter the percentage of the undivided interest of each Apartment Owner in the Common Areas and facilities as set forth in Paragraph 4 hereof. Amendments other than those made by Declarant shall be proposed amd adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of at least a majority of the Percentage Vote.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five per cent (75%) in the aggregate of the Percentage Vote. In the event any Apartment is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed Amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Apartment or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred per cent (100%) of the Co-owners, or (2) the provisions of paragraph 16 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of St. Joseph County, Indiana, and such amendment shall not become effective until so recorded, except those made by Declarant as described earlier in this paragraph, which amendments are valid and binding if executed and recorded by Declarant.

20. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Apartments shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from

time to time. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute an agreement that the provisions of this Declaration, the Act, the By-Laws and rules and regulations as each may be amended from time to time are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be convenants running with the land and shall bind any person having at anytime any interest or estate in an Apartment or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporation, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control an Apartment or Apartments or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto as each may be amended from time to time.

21. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Apartment or its appurtenances or of the Common Areas or Limited Areas.

22. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provisions of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

23. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use

BOOK 2[illegible]590

or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Apartment.

24. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect the rest of this Declaration or the attached By-Laws.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

PORTAGE REALTY CORPORATION

By _____
Paul D. Hass, President

ATTEST:

_____
Wayne H. Holleman,
Vice President - Sales

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 Declaration of Horizontal Property Ownership for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 30th day of October, 1972.

_____
Bruce R. Bancroft, Notary Public

My Commission Expires:
October 4, 1973

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

FIRST AMENDMENT
TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

New London Lake
Condominium

151056

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 aforesaid Declaration of Horizontal Property Ownership:

1. Paragraph A on page 1 of the Declaration, being the legal description is hereby amended to correct typographical errors in the description to read as follows:

"A. Declarant is the sole owner of the fee simple title to the following described real estate, located in St. Joseph County, Indiana, to-wit;

A tract of land in the Northeast Quarter (1/4) of Section 31, Township 38 North, Range 3 East in Clay Township, St. Joseph County, Indiana, more particularly described as follows:

Beginning at a point Forty (40) feet West and Twenty-Five (25) feet North of the intersection of the centerlines of Ironwood Road and Dunn (Hepler) Road, thence North parallel with the centerline of Ironwood Road a distance of Five Hundred Sixty-Two (562) feet, thence West One Hundred Seventy-Seven and Eight Tenths (177.8) feet, thence North Two Hundred Seventy-Five (275) feet to a point Twenty-Five (25) feet South of the centerline of Bulla Road, thence West parallel with the centerline of Bulla Road a distance of Three Hundred Seventy-Six and Two Tenths (376.2) feet, thence South Three Hundred Three (303) feet to the North line of Warrick Street projected, thence West along the North line of Warrick Street projected a distance of Eighty (80) feet, thence South Twenty (20) feet, thence West Forty-Two and Four Tenths (42.4) feet, thence South Twenty (20) feet to the South line of Warrick Street, thence West along the South line of Warrick Street a distance of Ten (10) feet to the East line of George Street, thence South along said East line a distance of One Hundred Forty-Five (145) feet, thence East Ten (10) feet, thence South Sixteen (16) feet, thence West Ten (10) feet to the East line of George Street, thence South along said East line a

distance of One Hundred Forty-Five (145) feet to the North line of Berger Street, thence East along said North line a distance of Ten (10) feet, thence South Forty (40) feet to the Southline of Berger Street, thence West along said South line a distance of Ten (10) feet to the East line of George Street, thence South along said East line a distance of One Hundred Forty-Eight (148) feet to a point Twenty-Five (25) feet North of the centerline of Dunn (Hepler) Road, thence East parallel with the centerline of Dunn (Hepler) Road a distance of Six Hundred Eighty-Seven (687) feet to the point of beginning, containing 11.11 acres.

2. Paragraph 1(c) is amended to read as follows:

"(c) "Association" means New London Lake Condominium Association, Inc., the not-for-profit corporation in which each Owner of an Apartment in New London Lake Condominium is a member.

3. Paragraph 1(j) is amended to read as follows:

"(j) "Limited Common Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration."

4. Paragraph 1(o) is amended to read as follows:

"(o) "Plans" means the floor and building plans of the Buildings and Apartments prepared by Kent S. Kaser, licensed professional engineer, under date of September 20, 1972 recorded simultaneously with this Declaration and also floor plans and building plans which may be prepared subsequently, placed of record in the office of the Recorder of St. Joseph County, Indiana and incorporated herein by reference."

5. At Paragraph 1(r) the following is substituted therefor:

"(r) "Tract" means the real estate described in Paragraph A above, but does not include any buildings located thereon."

6. Paragraph 7 is amended to read as follows:

"7. Limited Common Areas. Limited Common Areas and those Apartments to which use thereof is limited are as follows:

(a) The interior of a garage under roof shall be assigned to each Apartment. Each garage shall be limited for exclusive use of a particular Apartment, with assignment of a garage for exclusive use of a certain Apartment being designated as set forth in Paragraph 3 hereof. All other portions of each garage shall be part of the common areas.

(b) Patios, together with an area around such patio

the exclusive use of the first floor Apartment to which they are attached.

(c) Balconies shall be limited to the exclusive use of the Apartment to which they are attached.

(d) The exterior surface of doors and windows in the perimeter walls in each Apartment shall be limited to the exclusive use of the Apartment to which they appertain."

7. Paragraph 12 is amended to read as follows:

"New London Lake Condominium Association, Inc. In order to provide for the maintenance, repair, replacement, administration and operation of the common areas and limited common areas and in compliance with the provisions of the Act, an Indiana not-for-profit corporation has been formed, having the name New London Lake Condominium Association, Inc., which not-for-profit corporation is referred to in this Declaration and the By-Laws as the "Association". Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, with that Owner's membership and all rights in the Association transferred to the new Owner upon delivery of the deed conveying that Owner's Apartment.

The association shall elect a Board of Directors, hereinafter referred to as the "Board of Managers", annually in accordance with and as prescribed by the "By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the common areas and limited common areas.

8. Paragraph 15.1 and 15.2 are amended to read as follows:

"15. Insurance. The insurance other than title insurance which shall be carried upon the Property (excluding insurance on certain portions of Owners' personal property) shall be governed by the following provisions:

1 Authority to Purchase. Public liability, fire and

be purchased by the Association for the benefit of the Association, the Owners and their Mortgagees (upon written notification by an Owner as to the name and address of his Mortgagee) as their interests may appear, and provisions shall be made for the issuance of insurance certificates reflecting such coverage to Owners and the Mortgagees of Owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Owners may, in addition thereto, obtain insurance coverage at their own expense upon their Apartment, their own personal property and for their personal liability.

2. Coverage.

(a) Casualty. All Buildings and improvements upon the Property, including but not limited to all Apartments, personal property and fixtures included in each Apartment as built by Declarant and sold to Owner together with all personal property included in the common areas and limited areas shall be insured in an amount not less than their maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Managers of the Association. Should the Owner of an Apartment make any improvements to his Apartment which may increase its value over the "as built" value when it was sold to him by Declarant, and wish additional insurance coverage for such increase in value, he must pay the additional premium for coverage of such improvements himself directly to the Association, which additional premium shall not be charged as a portion of his common expenses.

Casualty insurance coverage bought hereunder shall afford protection against (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and (2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Property, including, but not limited to vandalism and malicious mischief.

(b) Public Liability. Public liability insurance shall

Association and Owners individually including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsements to cover the liability of the Apartment Owners as a group to an Apartment Owner.

(c) Workmen's Compensation. Workmen's Compensation policies or endorsements shall be purchased as needed, in the judgment of the Board of Managers.

(d) Other Insurance. Such other insurance shall be purchased as the Board of Managers of the Association shall determine to be necessary."

9. Paragraph 18(c) is amended to read as follows:

"(c) Limitations to Mortgagee. With respect to a Mortgagee which is regularly engaged in the business of making real estate mortgage loans, the provisions of subparagraphs (a) and (b) of this paragraph 18, shall be limited in their application as follows:

(i) The provisions of subparagraph (b) shall not be applicable either to the acquisition or transfer of an Apartment or any interest therein by a Mortgagee, regardless of whether title thereto is acquired or transferred through mortgage foreclosure proceedings, conveyance, or otherwise. Any person receiving title to any Apartment or any interest therein from a Mortgagee or through a mortgage foreclosure proceedings shall be bound by the provisions of subparagraph (b) as to any subsequent transfer.

(ii) The provisions of subparagraph (a) shall not be applicable to such Mortgagee if such Mortgagee acquires possession of an Apartment during the period while a foreclosure proceeding is pending or to such Mortgagee who obtains title to an Apartment as a result of foreclosure of its mortgage or a conveyance in lieu thereof. The provisions of subparagraph (a) shall be binding upon any other person obtaining title to the Apartment from such Mortgagee or at any foreclosure or other judicial sale.

The provisions of this subparagraph (c) may not be amended without the consent of all of such Mortgagees.

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

PORTAGE REALTY CORPORATION

BY _____
President

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 First Amendment to the Declaration of Horizontal Property Ownership of New London Lake Condominium for and on behalf of said corporation.

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

Jacqueline H. Xaver
Jacqueline H. Xaver Notary Public

My Commission Expires:

January 8, 1975

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

Document # 8201929

FEB 10 3 57 PM '82

SECOND AMENDMENT TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
FOR
NEW LONDON LAKE CONDOMINIUM

Pursuant to the provisions of paragraph 19 of the Declaration of Horizontal Property Ownership, recorded in the records of the Recorder of St. Joseph County, Indiana on October 30, 1972 in Book 273, beginning at Page 465, this is the second amendment to the Declaration of Horizontal Property Ownership for New London Lake Condominium, which amendment having been proposed by the Board of Managers at a regular meeting, then adopted by at least a majority of the percentage vote of all owners of condominiums in said Horizontal Property Regime, the following amendment is hereby made to the Declaration of Horizontal Property Ownership:

1. The following parcels of real property are added to the real property described in paragraph A, page 1, of said Declaration of Horizontal Property Ownership, which said property is hereby dedicated to this Horizontal Property Regime by the present owner, New London Lake Condominium Association, Inc., the association of co-owners of this condominium, by executing and delivering this first amendment and placing the same of record in the records of St. Joseph County, Indiana, which additional parcels of real estate shall become a part of the common areas of said condominium and be otherwise subject to all of the terms and conditions of the Declaration of Horizontal Property Ownership as though it was originally included as a part of the real property described in paragraph A, Page 1, of said Declaration:

The following parcels of real property located in St. Joseph County, Indiana:

> A tract of land in Section 31, Township 38 North, Range 3 East, more fully described as follows: Beginning at the intersection of the center lines of Ironwood Road and Bulla Road; thence South along the center line of Ironwood Road Three Hundred (300) feet;

eight-tenths (217.8) feet to the place of beginning; and

A lot or parcel of land described as beginning at a point 1807.15 feet East of a point 33 feet North of the center corner stone of Section 31, Township 38 North, Range 3 East; thence East 70 feet; thence North 153 feet; thence West 70 feet; thence South 153 feet to the place of beginning and being Lot Numbered One Hundred Forty (140) and the East 30 feet of Lot Numbered One Hundred Forty-One (141) in Hepler's Morningside Addition, in Clay Township, recorded in Plat Book 14-H in the Recorder's Office of St. Joseph County, Indiana.

2. Recorded simultaneously with this Second Amendment is a new plot plan for New London Lake Condominium which includes the above described parcels of real estate amending the floor plans by including these additional tracts of property as a part of the Horizontal Property Regime.

3. Each and every other provision of said Declaration of Horizontal Property Ownership remains in full force and effect as recorded and is unaffected by this Second Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Second Amendment to Declaration of Horizontal Property Ownership this 5th day of February, 1982.

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, 1982, personally appeared Donna H 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 Second 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 K. Erp
George K. Erp Notary Public
and a resident of St. Joseph County, Indiana

My commission expires:

2-12-84

NOTARY PUBLIC STATE OF INDIANA
MY COMMISSION EXPIRES FEB 14 1984
ISSUED THRU INDIANA NOTARY ASSOC

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

THIRD AMENDMENT TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP FOR
NEW LONDON LAKE CONDOMINIUM

Pursuant to the provisions of paragraph 19 of the Declaration of Horizontal Property Ownership, recorded in the records of the recorder of St. Joseph County, Indiana on October 30, 1972 in Book 273, beginning at Page 465, the Second Amendment to Declaration of Horizontal Property Ownership which was recorded in the records of the Recorder of St. Joseph County, Indiana on February 10, 1982 as Document No. 8201929, this is the third amendment to the Declaration of Horizontal Property Ownership for New London Lake Condominium, which amendment having been proposed by the Board of Managers at a regular meeting, then adopted by at least a majority of the percentage vote of all owners of condominiums in said Horizontal Property Regime, the following amendment is hereby made to the Declaration of Horizontal Property Ownership:

1. The parcel of real property which was added to the real property included in the Horizontal Property Regime by the Second Amendment to this Declaration is hereby deleted and is no longer a part of this Horizontal Property Regime.

2. The floor plans which were amended to include the property which is deleted by this Third Amendment are hereby amended to delete said real estate as a part of this Horizontal Property Regime.

3. Each and every other provision of said Declaration of Horizontal Property Ownership remains in full force and effect as recorded and is unaffected by this Third Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Third Amendment to Declaration of Horizontal Property Ownership this 11 day of April, 1989.

NEW LONDON LAKE CONDOMINIUM
ASSOCIATION, INC.

By: Paul Gruber

ST. JOSEPH CO. RECORDER
FILE NO.
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 above and foregoing Third Amendment to Declaration of Horizontal Property Ownership for and in behalf of said corporation and that they are authorized by it so to do.

WITNESS my hand and Notarial Seal this 11 day of April, 1989.

Daniel Louis Wolak, Notary Public,
Residing in St. Joseph County, IN

NOTARY PUBLIC SEAL INDIANA

My Commission Expires:
May 15, 1989

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

4782L
03/08/89

mail - James Carroll

9129832

FOURTH AMENDMENT TO
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP FOR
NEW LONDON LAKE CONDOMINIUM ASSOCIATION, INC.

==========

Pursuant to the provisions of Paragraph 19 of the Declaration of Horizontal Property Ownership of New London Lake Condominium Association, Inc., which Declaration was recorded in the office of the Recorder of St. Joseph County, Indiana on October 30, 1972, in Miscellaneous Record 273, beginning at Page 465, and from time to time subsequently amended, this is the fourth amendment to said Declaration, which amendment having been proposed by the Board of Managers and then adopted by at least 75% of the percentage vote of all owners of condominiums in said Horizontal Property Regime at a special meeting of the Owners on September 16, 1991, the said Declaration of Horizontal Property Ownership is amended as follows:

1. The second sentence in Section 18(a) of said Declaration (which sentence is on page 18 of the Declaration and begins "Accordingly, no Owner shall lease his Apartment ...") is deleted in its entirety and is replaced with the following provision, effective immediately:

> "Accordingly, each Apartment shall be occupied only as a single family residence by either the Owner of the Apartment or by a member of the Owner's immediate family, and no Owner shall lease his Apartment or enter into any other rental or letting arrangement for his Apartment without the prior written consent of the Board of Managers."

2. The entire seventh paragraph of Section 18(b) of said Declaration, which paragraph is on page 20 of the Declaration and provides as follows:

> "The provisions with respect to the Association's right to approve a lease of an Apartment or the Right to purchase an Apartment shall remain in full force and effect until the Property is removed from the provisions of the Act or until the expiration of twenty (20) years from the date of this Declaration, whichever first occurs."

is hereby deleted in its entirety, effective immediately.

Each and every other provision of said Declaration of Horizontal Property Ownership, as from time to time previously amended, remains in full force and effect as recorded and is unaffected by this Fourth

Amendment.

IN WITNESS WHEREOF, the undersigned executed and delivered this Fourth Amendment to the above identified Declaration of Horizontal Property Ownership this 15 day of October, 1991.

NEW LONDON LAKE CONDOMINIUM ASSOCIATION, INC.

By: James Carroll
James Carroll, President

ATTEST:
Margaret Walsh
Margaret Walsh, Secretary

FILED FOR RECORD
91 OCT 17 PM 3:43

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

Before me, the undersigned, a Notary Public in and for St. Joseph County, Indiana, personally appeared James Carroll and Margaret Walsh, the President and Secretary, respectively, of New London Lake Condominium Association, Inc., an Indiana not-for-profit corporation, who acknowledged their execution of the above and foregoing Fourth Amendment to Declaration of Horizontal Property Ownership for and on behalf of said corporation and that they are authorized by it so to do.

WITNESS my hand and notarial seal this 15th day of October, 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

This instrument was prepared by: Richard C. Currey, Attorney at Law
100 W. Third Street, Mishawaka, Indiana