

DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

LAKEVIEW CONDOMINIUMS

HORIZONTAL PROPERTY REGIME

не SIHT λ̈́ρ DECLARATION, made by the "Declarant" this j ムナナ Z Ferran day O Hi and SEPTEMBER Kimala

WITNESSETH

CT H ollowing o-wit: Whereas Dodescribed Declarant real estate μ. the Morgan owner r in fee Φ simple State 0 Indiana

MES ATTACHED EXHIBIT 'n

real Sections for follows, tion B. WI estate Whereas I re within Lakeview to-wit: Declarant in the above clarant is the owner in the above described real Condominiums and more particles. in fee simple of certai al estate described as particularly described

国国S ATTACHED EXHIBIT ជ

C. Whereas, Declara a Supplemental Declaration Property Regime upon the Thorizontal Property Act of conditions of this Declara y Act of the S Declaration. nor cant, by execution of this Decl Declarations, creates a H I, subject to provisions of State of Indiana and the Declaration or a Horizontal ons of the terms and

MOW, THEREFORE, Declarant hereby makes this Declaration S

- ecl .arat 8 The following definitions shall apply throughout thi D.
- (a) "Act" means Indiana, Ac as amended. reference. means ans the H Acts 198 he Horizontal Property A 1983, Chapter 349, Sect The act is incorporated Act herein ions 0f μ the Λ̈́q through Ø ta ĊΤ Ø 31,
- ਉ paragraph 16, which may in part or in whole from time to time be annexed to and included within "the Regime as provided in paragraph 16, all of which will be a part of the proposed tract. Regime be a ime = 0
- <u>a</u> "Association" "the Regime", the more means s the association of Coparticularly described in par ners of paragraph
- <u>a</u> the By-Laws. herein and in "Board of Managers"
 Association elected erm "Board of The term "book the By-Laws, of Directors" a means the governing body of the d by the Co-Owners in accordance term "Board of Managers", as used By-Laws, shall be synonymous with S used Ħ. nagers", as used synonymous with the Act ٤, the d
- <u>@</u> "Building", if and usame as "Dwelling U same than and when used, shall mean and bung Unit", or "Dwelling Units" winit is contained in one edifice where рe rt he more
- (ff) providing fo property as provisions o attached to "By-Laws" ittached t ng for the By-Laws ong for the administrative as required by and it ons of the Act. A truit to this Declary. e Act. A tri ws of the istration and in true tion and managemen in conformity with we copy of the By-and incorporated the Association management -Laws O Hi þ. the р. С À,
- \widehat{g} appurtenant of this Dec "Common nant to Declar the Partion. Property the common S O n area and defined in ä facilities | paragraph ത

- E repair and replacement of th Areas, except as otherwise e Declaration or the RV-T-"Common assessed aga declared by Expenses" the Act means By-Laws, 3y-Laws, and all sur Owners by the Asso this Declaration (expenses expenses ethe expressly Common the 0 H upkeep, Association or sums administration of bkeep, maintenance the Areas provided O K Dwelling lawfully the and By-Laws Limited in this Units as
- (구) Co-Owners" means the Owners O_H all estate described ሷ
- <u>(</u> persons who purchase the Declarant, unless the that grantee become "Declarant assigns who O Hh = filing of this Decision to its interest her purchase Dwelling unless the means owner the conveyance i he Declarant this peclaration, t herein, oth ing Units by real its by deed indicates a other than those ហ an successors from intent the
- 군 "Dwelling Unit" mea constituting "the I more particularly of and in paragraphs" Unit" means eans one of Regime", e described 4 and 5 of +. O H each the this individual uni | identified on |is Declaration. individual unit be units being he Plans
- (\mathcal{L}) this "Formula" peclarat means o t p each Dwelling Uni nor. Unit forth h in paragraph 8 of percentage Interest
- $\widehat{\mathfrak{B}}$ applicable "The Regime" property means Regime shall Λ̈́q which ф В known the property

j) L

- \mathfrak{g} Hori facilities Declaratio "Limited zont Areas" Ġ S CO defined ħ, the e limited o common 0f thi areas
- 0 association, trust or of combination thereof who Dwelling Unit. means s a person, trust or o other l owns , corporation, P legal entity or the fee simple partnership any title ť Ø
- (g and determine in this Declarat interest percentage nterest in Limited e Interest" means the per n the fee simple title to d Areas appertaining to e in accordance with paragr paragraphs oto hero each cent? Dwell e Common ω and of undivi ing l ld 17 Areas g Unit O Hi ded 28
- (P "percentage Vote" me is the relationship with votes paragraph expressed Vote" ∞ SP and means യ Off percentage 17 of this his : vote owner's as determini Declaration s percentage the total el determined eligible t T vote accord and
- ਉ "Section"
 Units are provided in paragraph 16 shall be identified by a corresponding to the ord Units corresponding means a part constructed means order and an Arabic et the Tract upon which Dwelling annexed to "the Regime" as Each particular Section an Arabic numeral designation der of annexation.
- $\widehat{\mathbf{s}}$ the buildings, dwelling unit a building for Se "Plans" verified a units include numbers dimens part incorporated suor within ions means the HOK HOK and O_F the the eut " he location of the buing the buildings, Arabing the building unit are each dwelling which a for buildings, which せのな Supplemental d filed with e section the ζì and elevati Arabic Regime" the reference. showing tions, th c identif one, outside al Plans which shall be prepa h each Supplemental Declarati of the buildings, the dwelli lings, Arabic identification when and duly g the location the dwelling un ification numbe dimensions for y certified, al "Plans" also and if e the outside annexed constructed numbers anits ti Or all 9 peclaration, shall t O the each for dwelling O H within and g each which made
- ᠿ വ "Property" methe Dwelling means ng Uni the ts, the Tract ct and appurtenant Buildings, improve improvements easement and

yersonal and mixed, and all or hereafter located upon t connection with the or "the Regime" operation, and all the nature whatsoever, I replacements ther the Tract and used use and enjoyment used in thereof, real О Н Mod

- 3 paragraph will be a will "Tract" means par \circ above, che total real, of which t the resi tate described respective Sec Sections
- the I 2. <u>Declaration.</u> Property shall be anthe the provisions of the pr ወ the Declarant Horizontal Act hereby ex property expressly ty Regime Ä. declares accordance that
- dwelling units <u>Description of Dwelling Units</u>. nits in Section 1, as shown on the There are the Plans are two

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- <u>Dwelling</u> Unit. Each Dwelling Unit in same referring
- also to + the 4. <u>Identification of laboratified by an Arabic</u> individual y an Arabı Dwelling Unit number ဝ္ပ the Plans,

Further Description 0 f Dwelling Units

- bottom of the concrete garage floor and any covered porch slab, and the top of the floor of the unit to the porch slab, and the top of the floor of the unit to the porch of the ceiling joists including garage and bottom of the ceiling joists in the horizontal plans covered porch in the vertical and the inside surfaces of all perimeter stud walls extended to include any covered porch in the vertical plans. In the event that any horizontal or vertical plans. In the event that any horizontal or vertical plans. In the actual location of the plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness or ceiling of the Dwelling after construction, or for any other reasons, the boundary lines of each Dwelling occupancy, possession, maintenance, decoration, use and occupancy, possession, maintenance, decoration, use and occupancy, posent, as construction. exclusive use sna Dwelling Unit in actual boundary the appropriate boundar Boundaries. re use shall exist y unit in and to su soundary line of th ropriate area of th I be deciming the constraint of the open control of the owner of the shall exist in favor of the outside of the shall exist in space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the in and to such space lying outside of the interest o nes. will include dimensions Dwelling the Unit required space shall bounded לס p d determine shown Š within O Hi #0K the each and the
- all portional including, but not including, but not utilities, equipment, assemble or attached, but components designed and intended, but for the enjoyment, use and benefit of wherein they are located, or attached, but wherein they are located or intended for therefrom that designated or intended for the therefrom that designated or intended for the enjoyment, use and benefit of a Dwelling Unit, even in a part of such Dwelling Unit, even in a part of such Dwelling Unit, even in a part of such Dwelling without the right of the covered the co heretofore provisions herein. units, porch, The fo Appurtenances. all of the portions foregoing in any way windows materials njoyment,
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 cated partly or completion
 of said Dwelling Unit. The
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 Le boundaries
 Le S O set the d a grant of a the buildings authorized un forth garage ly and exclusively the Dwelling Unit ized under elsewhere thereof Dwelling Ur facilities, doors, etc. of authority consist ceof and include covered S S even HOK อธก Uni the

- expressly in paragra main except drainage include ines paragraph (3) central el (3) central el pt where separately metere all facilities and arr essly a11 Common ities and appurtenances
 Dwelling Units, except
 fined as being part of the Area and tral electrical, thing fixtures a parting fixtures a partial to a part Facilities. the yards, res and electrical service, a particular Dwelling Unit, as located outside the boundary t those areas and facilities the Dwelling Unit as described planting 1, gas and and elect Common and areas areas, and d sanitary and and Sewer
- those Dwo 7. <u>Limited Common Area</u>
 Dwellings for which the and Facilities. thereof is . Limited ar are Areas S and
- (a) entryway ω Dwelling Dwell Front gai Porch. Unit Unit о Н ე. The he Front Pos obtained Dwelling U Porch through ved is limited to grants served l ţ γď which the such ರಣಕ acces OH Sissi
- areas Dwel <u>b</u> Ö ling Units : Driveways used t O ys. The driveways, walkwa o access to a particular i ts serving such Dwelling t ing Unit so served walkways, and similar ular individual ling Units are limite limited
- interest in common with percentage Common Areas ω. with Ownership of Percentage Vo in the Common Interest. Each Pareas Areas and Limited Areas Areas and Limited Areas all other of Con Vote. Each Owner shall on Areas and Limited Arear Owners equal to his Dwe Each Dwelling Unit's Pe Limited Areas shall be of forth in paragraph 17 of Common in paragraph Areas <u>and Percentage</u> r shall have a Areas Areas as t percentage I e determined of this Decl tenants an undivided tenants in Declarat Interest in accord and

Unit's Percentage Int all the units in the permitted and contem upon execution of the percentage Interest with Percentage Sections wh Section of percentage designated part of receive shall Owners ons which are a lautomatically cs of Dwelling U of the Regime F OH, O Hh Ø the Regime prior to such annex a Percentage Interest in the C of the additional Tract being ge Interest to be determined a ed in the Supplemental Declara entage Interest shall be this pertion. As Sections at the Section. As Sections at this pertion of the Section. As Sections at this pertion the section of the applicable supplemental Declaration ion of the applicable supplemental Declaration Interest of each Dwelling Unit in the Section to such an accord with the Formula. In the Section or Sections which welling Units in the Section or Sections which Dwelling Units in the Section or Sections which the prior to such annexation Area and of the precipation Tract being annexed, the precise determined according to the Form ental Declaration. annexed, as this Declaration L be granted and of such Section which each Dwelling bears annexation nor; Formula are and and

Unit, Unit d one Each owner shall have an equich the Co-Owners are entitled to voone vote. A multiple owner, meaning is entitled to multiple votes, towned. meaning an otes, that equal vote. vote Each of Owner is one one vote for မ္မ owner any O H more than one matter entitled each

The Pull as determined to the Regime and entitled to work of Marrial and the pull a determined vote, and ζ centage the but the Å Association not limited paragraph Owner ther Interest limited to, hereof 17 c appertaining to each Dwell 17 also shall be the Percent eof in all matters with resp n upon which the Co-Owners a the election of ne percentage with respect the Dwelling ercentage Board are

reason Dwellir shall event Owners such but Ø ä hereafter an easement and the Ass Ofi Encroachments
if location, cons
Unit, a Common Common Association for the Area or a Common construction Area or Easements for Committing tion settling, or shifting tion settling, or shifting then in sum or in sum to the Committee the Commit Limited Area now enc Limited Area now enc any Dwelling Unit, than med to exist and run t the maintenance, use Areas. use and enjoyment such γď 0 R

other Ovutility Owner ines, Each Q and use Owner er shall all pipe other fa ipes, wires, facilities. have an ducts, sement in common cables, co ä. conduits with

separate In the owner gach (and taxed Owner's shal event that xed on the shall pay h taxed that the Tract, or a part ay his proportionate proportionate share <u>Estate</u> to ea each any y Taxes. <u>xes</u>. Real E 1 Dwelling Ur 1y year real Will share of I Estate Unit a Unit as I al estate thereof, 9 of the real determined taxes are provided i taxes လ တ taxe വ whole, are j, t 0 ე ც not the then follows: assessed Act taxes

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against fully o the improvement obligated to pay With respect Ö the the the the real estate tarthe respective Own amounts assessed e taxes against asse: will same e De

improvements forth All Ħ. nts shall be (a) ar and calculated nd paid for assessed against according the same ťο real formula as the estate ဂ္ဂ

set for percentage Interest his OWD r t

metered which are re separate Utilitie treated as metered. Each Owner shall po and ಶ್ಧ paid рау 3 2 y for which part are of not separately Common

water, sewers, gas, to provided, however, no of sewers, electric lexcept as initially thereafter. duties. An easement including privately agents for ingress, thereafter expressly limited garbage maintaining and Limited and exteri easement, care
ily permitted to Eas Al shall have ingress, ining of exterior collection ilduq have the right to enter upon the have the right the pegime in performance of the Regime ed Areas of the Regime all areas of the Regime all areas of the Regime sement is also granted for all utilities and their utilities and their repsected to, ress, egress, including but not limited to, gas, telephones, and electricity on the property; gas, telephones, and electricity on the property; gas, nothing herein shall permit the installation ver, nothing herein shall permit the installation ver, nothing herein shall permit the utilities, ctric lines, water lines, or other utilities, ially designated and approved by Declarant or as ially designated and approved by Declarant or as itself the electric and telephone utilities are the electric and telephone utilities are nitted to erect and maintain electric and telephone mitted to erect and maintain electric and telephone mitted to erect and maintain electric and under the rog ice, walls conduits walls of t and Utilit fire and post of quasiand the he building. -public vehicles and vehicles, and including, privately vehicles, streets, Com telephone Common owned but

roofs Condominiums Association, 13. Association maintenance, repair. Dwel ceases the ne property new to be Owner Units nereby Association. B and in i G y created in "the R Owner on of Owners. In order to provide for the replacement, administration and operation compliance with the provisions of the Act, ated an association of Co-Owners of the Regime" and association of jime" to be know Bach such membership shall Owner vner shall be a terminate when known S D will Lakeview б Д such member uch person transferre O Hi rred О Н to

annually in ac The Co-Owners the election c in accordance with and mers shall be entitled ion of the Board of Mar The Association shall Managers elect a Board as prescribed to cast their O H by the By-Percentage Manager the Byr-Laws. Je Vote for

Asso sociation, management, Board of Managers m, representing a representing alint, maintenance, allshall l of the repair, о Ф the governing co-Owners in replacement governing Ľ, and rovi Apod oviding upkeep

Co-Owners' the propert Maintenance. Association Assoc shal Decorating, 9 ng Repairs a responsible ment of the e and Replacement O Hi maintenance, each

repairs, Dwelling decoration except and replacement of glass portions and exterior of doors and garage

determine the outside of mot exclusive of, color the aesthetics of each aesthetics that are visonmer shall control er shall contror the Dwelling Unit on the fect occurring in his ght adversely affect maintenance, remas. Maintenance, remas. Areas sha cure outside decor of each Dwelling Unit inclus letics of each individual unit. Exclusive of the control and reserve the right of decoration and reserve the right of decoration ing Unit on the inside. Each Owner shall repair curring in his Dwelling Unit which, if not repairs affect any Dwelling Unit, Common Area or laintenance, repairs, replacements and upkeep of ceas shall be furnished by the Association is penses. exclusive right to ing Unit inclusive ve of those repair repaired, ion part о 0 Њ К Units O th Limited any srd d the о К

The Board of Managers shall adopt such regulations concerning the maintenance, repairs, enjoyment of the Common Areas and Limited Areas appropriate, including the appointment of commitrepairs, use a Areas as it committees t rules and o C deems oversee

the and their n which designated reasonable case no agent aotad

shall Areas HC6 be required), appurtenant he right (except Board of Managers or to the at reasonable times of the cases of emergency times to enter into the contract of the cases of t O es of emergency in to enter into the Co Units Common Areas no notice and Limited repair,

same

Managers, n respective Limited Areas Managers, nor would adversely Dwelling Unit. make nor shall any Owner make any a nor shall any owner make any a re Dwelling Unit or within the b rersely affect the safety of Unit. Alterations, Additions, any alterations or add additions or written and ten approval of any alterations t he boundaries th structural port Improvements. I portion of the the Areas

exceed provisions n expansion wi 25 units shall be Expansion by Sections. Declarant a struct additional Dwelling Units on ision within the Tract, all or part of sion the manner hereinafter set forth in the Act. The general plan of the Act. A time limit, not expans of the limit where additional Shall be the limit where additional Shall be the limit where Declarant g Units on forth, 9 of development exceeding ten l Sections may of which anticipates Additional S subject may s that it Sections ტ გ shall ტ Д, (10)added pot

years, time roird or sections within the The following conditions: cause 2007, 007, Declarant, se all or part of Tract to be off t

his option, may, but is no the Additional Section or expanded, subject to the

the units' location or supplemental plans to Declarate Dwelling Units the Units. ppremental plans to be filed with the Suppercharation are completed and certified to be accurately set and scharation are completed and certified to be accurately and accurately accurately and accurately accurately and accurately acc Section ect as fully and accurately delon, and dimensions of the Dwelshall reserve the right to det standards of each Section. မ္မ Sections may supplemental to by the annexed Sect extent and Ton welling determine that

shall be constructed vecomparable quality to constructed although comparable ਉ although design o t o g y with law-to the Dwelling Un-the not necessarily ' and material ing Units prevarily of simil s previously similar type type

floor ф ф ф б (0) the peclarant, plan, HOO. rant, or simple title assigns, Ö the , shall k <u>ტ</u> 8 the sole or sections owner s to

acquire a o H any the Tract any rights which are Declarant expressly rest the Tract in Sections any rights whatsoever in which are annexed to any annexed and reserves ä after the made Tract Section Ø part except right not the owner Horizontal those nex and shall

incur and Sections Interest Gurumo roperty Regime. wning Dwelling common and a C Yed Units under ing Units ay ail Commorphisms maintained by t Common Expenses at to the Formula an After construction, each that the with such Section i Declarant until and models h units tendant S. e R their annexed, t with shall and respective pective Percentage unsold units and that those shall not Sect ტ დ Co-Owners asses sed

and shall shall other have SIZE such Percentage the Of: same Percentage I Owners and there of such Dwelling U of Interest and Pe Interest Interest and Percentage Vote as shall be no differentiation based Unit. Each Owner shall be equal Owner Vote. each Dwelling ' htage Vote Unit

the percentage percentage

be computed and, to Sections, same sha existing Dwelling the existing the total necessary when 100 so that th Interest and shares and, elling Unit Owners an equal nares at all times equal 100 ares at all times equal be edded in the number of units is the total interest and vote the percentage d, upon shall k დ დ recomputed Interest apply annexaction an equal appurtenant dividing vote ual share of expressed as a fractinot evenly divisible ot evenly div Additional among Ç Percentage each the extent ct D fraction Section or thenall times that into

As each Supplemental Decl Declaration and I reserves necessarily in plemental Declaration a each lly in numerical order Declaration shall con Section g it a annex annexing ω Ή. part of "the Regime" part of "the Regime" additional Sections developed, rder shown contain th edt peclarant following: such ", Declarant thereof that plans Section record Such that Ö are this

Supplemental C H the real estate τo б р annexed

- <u>ရ</u> 'n description OH the Units described Ħ. QΙ
- manner ਉ description consistent w with this Declaration Of H all gar. Uni ct S

Interest

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annexat <u>a</u> Per computed I acceptance T T accordance deed with Dwelling with the щ ormul ល

conditions s Supplemental acknowledges, Each lach Owner, by acceptances s, consents, and agrees shall be applicable upon all Declaration: γď nogu e of a that the r the recording following Dwelling ing rights of each

peclaration shall respects by the p Ø Section ll be governed provisions of described in each Su in all this D l applicable Declaration. Supplemental icable

peclaration, Interest o Dwelling deemed to accordance w successors percentage Unit shall Unit Unit ဗ္ဗ with release and and ith the ...
Declaration, w...
n recording of each Sup
n recording of which t
recording init is recording to the control of the b Dwelling unit Owner and revert assigns. Interest applicable be automatically real schedule set forth in ule set forth which shall that rt to Supplemental ch the por reduced amount reallocated percentage peclarant, Ľ. thereby based such each such noqu shall ű the <u>ө</u>

<u>@</u> a Dwelling Unit shall be complimitation that the Percentage limitation that the Percentage each Dwelling Unit shall be, upplemental Declaration, alter the Supplemental Declaration between tall Dec deed, Unit "ortgage, shall be ' be, upon the n, altered in a ation based upo deemed other Interest grven nogu instrument e recording (subject appurtenant the Formula affecting to the with 0 H each d

be deemed Limited Ar Limited Declaration, convey Areas Areas percentage and appurtenant include any which each annexed the Owners xed hereto by a deed, enant to each Dw any additional Interest the appropriate percentage mortgage, or other instrument the a Supplemental Declaration sh he Common Common Uni shall shall and

such shall automaticall additional Common ownership o f ffecting a such Supplemental ship of any Dwelling automatically inclu a Dwe Dwelling Ui onal Common Area include rea and l Unit peclaration. Areas eas and Unit an shall and attach to such that the such and attach to such and attach to such and and attach to such attach attach attach to such attach at and lien d attach ტ დ Limit lien deemed ed t o O H . Areas, am -f any mortgage suc Ç inc recording lude

- ot the Regime prithe proportional sections annexed and paid as provi assessed alter recording of ortional share annexed upon the provided in the rotra amount of Dwelling ct O р С Н such a Supplemental l f the lien for ' Unit in a Sect such of Co Common recording shall lien for Co in a section recording. Declaration HOH Common The mon Expenses Lalready a pa for the 1 be assessed part
- for the purpo changes in Pe supplemental (f) Eack Declara made Formula λ̈́ Эd be deemed to be in accordance e purpose of this Declaration s in Percentage Interest as s mental Declaration which is implicated therein, shall agreement of all owners. ion and each under Owner r agrees including Mortgagees, supplemental HOR Declaration accordance himself shall n and the Act TI and with <u>წ</u> be deemed to the that nor those Act, Act, rs. Ö any STUD with and å p and
- the documents paragraph cordance annexat Each 17. Owner with noi are of th h the agrees the Sections the provisions t 0 execute desi: and and delive irable to a the Tract intent deliver o H accomplish thi such
- paragraph vote in fa vote well appurtenant with the pr reallocat extent are O agreement interest in and binding it, shall thereby appoint Declarant or its nominee as it, shall thereby appoint Declarant or its nominee as ith Owner's attorney-in-fact for the purpose of sallocating from time to time the percentage Interest sallocating from time to time the percentage Interest sallocating from time to the percentage Interest that the provisions of this paragraph 17, and, to the ith the provisions of this paragraph 17, and, to the aragraph 17, on behalf of such Owner to consent to or aragraph 17, on behalf of such Owner to consent to or all things as contained in such agreement of the amendment of this Declaration, as linearly and power of attorney greement for a power of attorney and power of attorney if Declarant or its nominee as such attorney-in-fact or its nominee as such attorney-in-fact Tract h Owner's Declarant nominee cerest in chever the Owner, t 0 clarant or its nominee as such attorney-in-ine granting of such special power to Declarate granting of such special power to Declarate to be coupled with an ominee shall be deemed to be coupled with an ominee shall be arread and shall be irrevolved in the common areas, and shall be irrevolved in the common areas, and shall be irrevolved in the common areas, successors and assignment, but shall expire when all of the Additional of the Additional commons, or on september 1, 2007, to the Co-Owners, or on september 1, 2007, has first occurs t pe irrevocable of the the project 1, 2007, ssigns of Additional

Additi permit supple of the removing a purperson the Declaration or Single Person or Single Person of becoming a l Declaration of the Tract that has not be the Tract that has not a part of "the Regime"; provided, a part of "the Regime" i 2007, shall automatically be removed the Regime of "the Regime" in of "the Regime" in the Regime of "the Regime" of "the Regime lemental tted | ρ̈́ Sect this paragraph 17 Declaration which the percentage or supplemental out the consent to the troop ions event "the the ent Declarant within the T not not been in the property be removed from Regime" in filing £il Regime" in the manner proversiting of such supplemental Regime" in accordance with been the Tract or any part Interest des Declaration of all Owner shall shall permanentl annexed from any does however, any of been filed oved from the Owners ccordance with designated in ion last filed not any by september possibility o provided Section rile right to thereof annex Declaration shall this the Ò that b D not m, L this which made ტ გ

event not a 18. <u>Basements</u> nt all or any par annexed, Declara any part of Declarant 0 O H and reserves <u>from Additional</u> ne Additional Se unto ional Sec to itsel: sections c Sections. successors the TH Tract the are

assigns, fannexed, to Common Are Sections. granted access across residents of public s, for d, the Areas or reserved of the Additional Sections, and quasi-public vehicles. the use ţo the provide roadway and and sodind and easement provide ingress benefit yress and egress to the Addition are and intent of the easements had entent of the easements had free and unrestricted use a and sidewalks for the Owners and Sections, their guests, invite C O O Hi f that enter part uodn of the Tract the streets and the Additional Owners and sts, invitee, and herein and

19. <u>Insurance</u>.

-) The shall Co-Owners, through provide insurance t the association of that shall: င္ပ
- damage not be Owners, not 1) chereof restore of giving the in lieu of a exercisable provide pursuant Ø that n. insurer cash settlement, suin the event the own to paragraph notwithstanding 20 below; and owners such any restore option s provision not shall elect
- for the individual owners and mortgagees as tinterests percent The proceeds shall be used disbursed only in accordance with the provisithis paragraph 19 and paragraph 20 of the decthis paragraph 19 and paragraph 20 of the decthis paragraph 19 and surety bond or bonds on a applicable, and any surety bond or bonds the Board covering the officers of "the Regin provided in the By-Laws shall specifically in protection for any insurance proceeds so receiptons." owner's mortgages. insurance owner Contain and the asso odw erage shall be fo The proceeds shall be payable to shall hold such proceeds as trust owners and mortgages. "replacement age shall be cost bonds endorsement" provisions of the declaration, bonds obtained k Regime" received. include g O trustee the ΛQ

their if an managing agent of their interests their interests the contract of the contract individual Such owner, 20 insurance may ay e able company acting appear. association, the Board pany acting on behalf o t O shall recover insure Owners, as well losses insured to . მ the OH well at O Hi benefit the Managers, and a the association, O Hi he Lessees, applicable. each ន ឯ

responsible for lodgelling unit, ho coverings, and finant finant finant finant shall be so insurance cover expenses he Each Owner may deem for loss c such loss r loss or damage to the contents of his own however caused, including all floor and wall fixtures and betterment installed by the Owner, all property stored elsewhere on the property. Each solely responsible for obtaining his own insurance uch loss and risk including, but not limited to. shall have the right C C purchase ner shall ts of his additional solely

Expenses, extended (whole, or i facilities. amount req full Owners the Managers any, the the condominium. S may be obtained condominium Expenses e common expenses a master lie ount required by the By-Law count required by the By-Law count required by a decision on time to time by a decision on time to the association, where the association of Co-Owners, the managing agent, if any the managing agent, if any the managing agent. -Owners Adnoso nt required by the By-Law or Declaration as reviewed to time by a decision of the Board of gers of the association, which policy shall covered to the managing agent, if any, all persons acting the managing agent, if any, all persons acting the managing agent or employees of any of may come to act as agents or employees of any of the condominiums, all foregoing with respect to the condominiums, all replacement shall coverage rum unit owners and all oth y any unit or other portion ium. Such other The shall H. and master part The (purchase edt Co-Owners ä, also Co-Owners costs amounts as hase and pay rot reasualty policy insurance in an a costs of the impro and other policies a purchase and through ខ្លួ the Common the through the determined e and pay f liability portions improvements Common the 9 amount e association as part of the affording fir ე ც r persons Area for may of for as I Association association, t of the C the the and that part Common required ħ. entitled 0 Hi Ħ, cover revised an Common the O H င္ပဝ О Н 8

9 insurance, including, ownership or other liability policies luding, without limitation, variance, liability insurance of the association, specialized improvements on which the assing the continuous rights, and opership or other rights, and opership or other rights. limitation, ance on motor volized policies he association and officers' workmen's vehicles owned s covering lands n has or shares has or shares and managers' lands

Mortgagee officer re obtained Owners, shall be promptly furnished to ear Mortgagee whose interest may be a officer required to send notices association of Co-Owners. subsequent written Уd When n notice of changes the any g y policy behalf (therein O H Of the the insurance has be the association the obtainment the each Co-Ow be affected es of meeti 8 termination Co-Owner meetings thereby thereof been O Ith 0 K thereof euz and the 9

20. Disaster, Casualty and Restoration.

- buildings containii improvements shall proceeds applied t disaster, (a) containing t other case than Ç Ċ Hi reconstruct fire the complete reconstructed condominium unites, 0 K any ny other casua destruction of and improvements. casualty of all insurance
- of the bu otherwi according to condominiums act removed and proceeds Owners which oved from the condumnation of two thirds unless by vote of two thirds owners a decision is made to other thanks of the conduction of the c any ਉ b) In conditions condi ი ე excess s shall (s) share e provided, and the Co-umber divided among the Co-umber of the fair market value of the fair market value of the property consideriums and the property consideriums and the condominium under second two thirds (2) where of two thirds (2) where the condominium the condominium under second the condominium under second two thirds (2) where the condominium under second two thirds (2) where the condominium under second two thirds (2) where the condominium under second the divided g to the case the s of event of complete destriction containing condominium insurance proceeds construction costs contributed of the e reconstructed, insurance proceeds, if a co-Owner(s) proportioned to value of all other cty considered as to be der Secti s (2/3) o rebuild destruction shall be appropriate over insurate buildings. O Hi units, the n 28 of all of insurance 9 0 buildings, be applied O H ន ឯ the the any,
- (c) A determination of total destruction buildings containing condominiums units shall 1 determined by a vote of two thirds (2/3) of allowners at a special meeting of the association Owners called for that purpose. (2/3) of all association a11 a D O Hi of the Ço Co-
- property regime, the balance of any such condominium unit owns the Common Areas and property is property reg balance of a cover where time Act. Declaration. laration. Such amove Common Expense and ne of assessment as l (d) the the Where the im insurance procests of rep is not to be the and owner owner owns an undivided inter and facilities as expressed is and shall be assessed as e and shall constitute a lier t as provided in Section 24 of e proceeds a repair or r improvements are not costs in Co-Owners g are not insured of are not sufficient to reconstruction and the horithe shall ne percentage undivided in the horizontal contribute interest ed as part lien from 24 of the in the which the the ij the
- determined bor disaster ined Λά Set pursuant the Co-O occurred, Co-Owners to to oy so and c ak rebuild in that above, ld after event а t casualty
- The property shall be dithe condominium unit deemed owners to 0
- H. common Λ̈́q The the undivided interest 'n the († 0 each
- undivided in the Cor condominium ļ; 2) Common common whi ium unit ow d interest Areas which owner previously owned and facilities; shall a appertain

 1 be the pe

 1y owned by percentage by such own owner О Н
- 3) Any liens affecting any of the condominiums units shall be deemed to be

transferred priorities t interest of property; an and ſŢ ij the Ö accordanc ne percentage of condominium unit with the the owner exist und H. vide

- proceeds of of the insur prope paying out o equal a11 owned by for the purpose, all lied interest in the property ondominium onsidered as one the owner t O oy each owne out of the inium unit of insurance condominium part sale, together with cance on the properti unit percentage owner e on the property, if any, shall ne fund and shall be divided and interest in a percentage of undivided interest in the property, after fir the respective shares of the towners, to the extent sufficient all liens on the undivided coperty owner, at shall the owned suit which the the y the r of gues event .r any, shall divided amor net ect the condominium sufficient Ċ proceeds an among b D
- 21. <u>Sa</u>
 maintaining
 protection o
 mode and met
 unit ir method Sal O H the the residential character he Co-Owners, Declarant of the original sale of the original sale of the is sold. Off Dwelling þ by <u>Declarant</u> character of Declarant sp O Hi of the Regime, specifically I of each Unit unt the ly reserves until the l purpose and H 8 last the he
- Declaration and any subsequent am Declaration, all the rights and on Declaration, all the rights and on Dwelling Unit shall include, but obligation to pay the monthly assess Declaration, which monthly assess Declaration, which monthly assess the Co-Owners Association, and to the Co-Owners Association, and to Unit owned, pursuant to the formu Declaration ample claration, all Declaration, all Dwelling Unit in the control of purpose ect do Membership of Regime this coven in the Co-Owners Assonants and restrictions Declaration, upon the thly assessments are a lien on necessity and right to become ion, and to have a vote for each the formula heretofore set on but not be limit as amendments and obligations Assoc limited and recording contained iation d Supplemental provided lien on e to, ome a each The Tract out OH the each th. Dwell: member such ing. HOK STS
- Associati benefit a Owners against resulting with Ø there ctions are Owner, Co-Owners or or the Association st any violation or a here shall be no righ and ion. the set t Covenants s applicable to the use and st forth in the Code of Byprotection land and ir such violation. insure t or acc O_H the Code of By-Laws of the anants and Restrictions are of the present and future Consure to the benefit of and or by the Association. Proposed the present of the proposed violation of the attempted violation of the ight to reversion or forfer. 0 and enj The oyment of the covenants yment of on. Present or future to injunctive relief on of these provisions, forfeiture of title the are and Owners Co for mers and shall be enforceable the -Owners and the Dwelling mutual uture
- proposed 24 this Dec Amendment of Declaration, and adopted Ħ, amendments to the in the following Declaration. the to this Except Declaration otherwise shal provided
- Interest 1...
 The fact to form considered. The the Additional Interest in the proposed meeting amendment si ng at which the the g) (T The Notice e respective conditions o Sections Board subject mach the proposed amer e Amendments to Decisections and respective condit: of Managers sections, however, of this section and anagers without notice reassignment sed amendment Declaration matter in the O Hi O Fi dealing noti ß. Percentage may are 0 not эq with о њ

are furthe by virtue Attorney e Declarant e furthe: virtue again executed ine restrict er qualified of the of the Agreement of Fexecuted by the respect or its assigns, which incorporated herein k Λ̈́ ions an espective Owners which Agreement ein by reference and prohibitions right or grant go of Power of Attor and ibitions against r grant given to of Attorney and ; in and favor Power and ťο 0 0 Hi Hi the amendments Power Attorney the Dec O Hh larant

amendment solution may <u>დ</u> proposed D resolut oy the to b adopt Board 다 다 다 (, proposed Managers 0 K

Vote the Owners 0 H а С least a majority of the Percentage

- amendment mus meeting duly the By-Laws. <u>0</u> Meeting. held held The r; adopted by the in accordance resolution n concerning the designat le designated with the pro provisions ል proposed 40 O_{th}
- Declaration majority of the Adoption. Any <u>ө</u> Percentage proposed amendment by a vote Vote Λ̈́α of f this not less than
- shall Amendments ndments. No am adopted which amendment changes: Ç this Declaration

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- Dwelling Owner's the approval of all otherwise provided Liability roval of al Percentage : Unit or the tage interest with r the applicable sl ty for the Common l relating Co-Owners, o O with annexation share Expense O H xcept an without Ç any
- provided 2) The pro ion except therein; provisions λq O Hi f paragraph Declarant i ביל 16 О Н manner
- Declaration provisions on without of paragraph the consent ' 18 of the { this Declarant
- Recorder shall not (f) I (f) Recording.

 shall be executed the shall be executed shall be executed shall be executed and shall be shall er of Morgan County, shall be recorded in commty, Indiana, Each amendment President until Ö na, and such so recorded. in the Declarati the Secretary le Office amendment 0 H
- be amended in the act or conveyance or the act or conveyance or the act or constitute an agreement that the Provisions as each may be the Supplemental Declarations, the Act, the by such Owner and regulations adopted pursuant thereto, as each may be the Supplemental Declarations, the Act, the by such Owner and regulations adopted pursuant thereto, as each may be cover from time to time, are accepted and ratified by such Owner from time to time, and all such provisions shall be cover then any interest or estate in Dwelling Unit or the Propertime any interest or estate in Dwelling Unit or the Propertime any interest or estate in Dwelling or lessee there though such provisions were recited and stipulated at lenthemeach and every deed, conveyance, mortgage or lessee there each and every deed, conveyance and deliver such other docume each and every deed, conveyance and deliver such other docume each and every deed, conveyance and deliver such other docume each and every deed, conveyance and deliver such other docume each and every deed, conveyance and deliver such other docume each and every deed, conveyance and deliver such other docume each and every deed, conveyance and deliver such other documents. conveyance constitute Shall we Declaration, the may it may be am partnership, G Regulations y occupy, use, its or any part of the the Declaration, the The acceptance of a coupancy of any Dwelling thitute an agreement that the provisions of this supplemental Declarations, the Act, the By-Laws regulations adopted pursuant thereto. The acceptance of a coupancy of any Dwelling the Supplemental Declarations, the Act, the By-Laws regulations adopted pursuant thereto. the Acceptance ender trusts, re-ree, enjoy or rethe Act, the By-Laws 0 and tenants, a and Ratification. the associations, or joy or control a D the Property in the Act, the By-L e Act, tr thereto and occupants of a Dwell comply with the provision Laws appended hereto, any the Board of Managers of the Board of the Board of Managers of the Board of the Board of the Board of the Board of the and time. All personations, or other lega-crol a Dwelling Uniterry in any manner and the by-Laws, and the case each may be an persons, ler legal (ing Unit (a Dwelling provisions lessee thereof. h other documents, the amended shall be and entities who deed Unit о В O) at length peclarat covenants Owner. the Dwelling I be subject დ გ each O ff at any shall from time any of t amended and Act rules this may TOT: S
- regard to Agreement property . Declarant requirement operty Rights van Mortgage Corp., in this Regime s right nts nor for 1 Board to mal it to a each power of At make o act of Mortgage re Corp., or hereby the for me should Managers Attorney regime and on conferred, among conferred, and Power ime and the on behalf c other Purchaser may request fully purchaser O H or require
 y satisfy a
 mortgage F
 of such Coother of Att r of Attorney Co-Owners മ things, any ne mortgage needed Federal tgage of executed eligible ۲. Ø,
- herewith expense O Hh Maintenance. maintenance, Each repair shall ဓ္ဌ ll be liable replacement for the rendered

necessary family or insurance amount of amount extent appurtenances misuse, by J that such expense is not covered we shall pay carried by the Association. An Owner shall pay carried by the Association of his occasioned by any increase in insurance premiums of his Dwelling United Areas occupancy, or a 9 thei: negligence guests, ence or by that of any quests, employees, ago pense is not covered be a section. An Own Common Areas agents, o ed by the any member of Уď the proceeds shall pay the 0 1ess d by : the

- project is september unti September 1, 2007, whichever first an annexation or annexations of an an annexation or annexations of an sections, the same rule will apply to this Declaration as pertains to Declarant also reserves the right the Declarant also reserves the right to the Declarant also reserves the positions of the Declarant also reserves the right to the Declarant also reserves the right to the Declarant also reserves the positions of the Declarant also reserves the right to the Declarant also reserves the positions of an annexations of an annexations. each 1 six respect this ր. Ծ s Declaration months after Reservation turned over ት የ Section is of with Ç Rights. Permission Rights. Permission of the response to the response to the response to the sold, and the sold response to the sold re sold. first of an first occurs. In the event there is of an additional Section or apply to amendments and supplements as to each individual Section. ight to determine the mode and igunits until the last such unit in Declarant reserves the TVe the right of the company đ ы. В
- each may entitled to comply By-Laws, because connection comply 29. O Hi 0 9 9 о В <u>Costs and</u> f failure with failure of an Owner to make any payments required of the any provisions of the Declaration, The Act, the the rules and regulations adopted pursuant thereto amended from time to time, the Association shall be recover its reasonable attorneys, fees incurred in with such default or failure. proceeding payments re arising S S
- abandonment Common e right to place a lien self by failing to do so mmon Expenses by the Own 30. <u>Waiver</u>. No Own contribution toward to enjoyment of any of the indonment of his Dwell enjoyment Expenses OH Dwelling Unit. Nor does the a lien on the Dwelling Unit a lien so when payment is not No Owner the Common Expe Owner when due common Expe Expenses himself enses by does 08 Limited the Associat from and waiver timely forec Areas made noi о К the 0 H อธก
- covenant of this I impair effect 0 f Severability of Claims. The invalidity of an restriction, condition, limitation, or other Declaration or the By-Laws filed herewith shall or affect in any manner the validity, enforceabing the rest of this Declaration or the attached enforceability, or enforceability, or attached By-Laws. provision 9 О Н
- of Xeat 5 reference also time to time, incorporated i Declarat and Ton, have Indiana, are 11 e been The into so filed pursuant to this I this declaration. inc Plans, ncorporated into this declaration by filed in the Office of the Recombin Book Plans as may Declaration, may, O Hi are
- driveways and fences) shall be placed within the subject to the rights (including the right to reimbursement) of any public or maintain, repair or permanent driveways and reimbursement)
 maintain, repai Easement services, to t Easement shall Declarant subject Easements right of the Do open n areas of the it (D. & S. Eason int to provide and allow to oly necessary, without the duty of replacement of sement) of any public or private utility to construct or remove any necessary facilities and the Declarant (while he develops the tract) and to provide for and maintain Drainage yw to be mains of dwelling units of dwelling units of the common of the the Tract, as Easement). In the maintained all nt). In needed f Easements. undefined flexibility sewer peclarant Drainage y to pavement the D. & and other h. The D. itself drainage the hereby and are improvements construc የን drainage intent and and where מס o R ល 8 Sewer ntention reserves properly the S. Of.
- to relocate, alter, drainage, utility, o easements, licenses himself additional licenses an easement ဌ 9 and <u> Easement</u> sewer nt and the full rig otherwise change t sewer easement and rights-of-way, Rights. the full Declarant Ingeright, title and a reget the location of recent such ry or per further permanent , OF authority further reser

describe utility a Tract exclus Indiana, and subject to the rights and portion thereof thereof or whic manner conveyed 2, 2007, and egrees the Declarant reserved by the Declarant and Declarant's right to further and Declarant's right to further automatically terminate one (1) automatically terminate one unit automatically first occurs the similar ಗeem egress ive Plat which and necessary and whichever which u the purpose reserved recorder t O Sewer nonunreasonably change rights 8 reasonably const or any Dwelling Unit or any Dwelling Unit.

ny Dwelling Unit: exclusive Owner further easement 9 OH, ij app the and O H nent, or other eas 1 the Office of Re of any Dwelling I this propriate, description further reserves easements reserved section shall no surface d adversely effects ing Unit Owner's use y constricts the rig n the year after Declarant within the property alter s the section shal alter or or ear aft 市 の 片 の 片 the о В easement le right Tract Recorder ingre Unit otherwise, not grant shall der of Morgan shall take о В rt O Ñ herein; provided such drainage esu rights and Ф О any nor egress, any Bullaing e or enjoyment easements s arant shall exer easement port O Hi Building Declarant with specifically e R amendment title ingress on October County, the land shall ä have 9

, Ω requirements Construc a H. Owner may hereafter tion of manner Deck construct, set forth, that will a set 1 Enclosures. add T മ deck c O strict the aes enc accord losure/screened aesthetics and with

value room/roof 0 horizontal -owner desire

(b) In the event with the construct an enclosed deck to construct an enclosed principle of engineers of engineers of engineers of the present ron #0X Managers. structure express engineer ecording their shall and 11 approval written co g shall fire reconsideration. We reconsideration. We reconsideration. We reconsideration a design be purely of approval of a design be purely of a majority of written consent of a majority of written consent of a type may be builted and the addition must be builted and the additions developed by and specifications developed by and specific sp property regime; an individual co-c ad deck to be addec presented to plan and yn be presumed majority of "" ented to the Board construction shall be built added d plat governmental s. only deck matching ω a II form ed without the Board architec according prepared φ deck his/her suitable the Ф Д 0 enclosures codes existing and Managers commenced 9 the OH († 0 the and

are e Q approved by authorized. <u>0</u> The n to Board of Managers shall or disapprove the terminate with the months of the control of the the proposed plant the restrictions have complete plans and

discret fications HOH approve s for cor compliance orth herein herein. the

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requirements part thi ownership of exter maintenance, same ហ Co-Owners of the existing horizontal property rship of shall be divided consistent Declaration, namely, that the added of the dwelling unit to which it is ე ე Tox wheing common property a common contact of the common and the added peclaration and the added common com set forth me-e added structures, e added structures, t to which subject to mainteners and subject to mainteners for mesponsibilities for mesponsibilities for shall be the upkeep and supervision shall be cor each unit in various paragraphs for each unit in various paragraphs. added when built, structure regime. The with paragraph structure become attached shall with pecome pecomes the of f Ŋ

of the Deci Declaration The into accordingly Recorder added struc Morgan County, せなお shall

recorded in t Indiana showi signature of association, showing the cross-referencing structures been Secretary herein considered and Q. shall the showing, by and ä o approved

percentage Recorded De Declaration g ge interest o change Additions В В relative percentage or percentage vote as and the Recorded Su Supplemental ಚಿಟ ownership, t b II. the

arations

Declarat WITNESS ф Д WHEREOF, th the the undersigned day and year has s caused first al above this written

Ferran

STATE ္က INDIANA

ss:

COUNTY OF MORGAN

Ferran,

Before me, a Notary Public, in and for si State, personally appeared Daniel N. Ferran a who acknowledged the execution of the above a Declaration of Horizontal Property Ownership. said County and and Kimala A. Fe and foregoing

and Notarial Seal this 子子 day of

Witness my hand September , 19

Notary Public

Signature

Mitzi J. Marvel Morgan County Resident My Commission expires: 12-12-1997

County, IN

Resident O

Ϋ́Ν

prepared by John Ω

Marvel,

Attorney.

(Z)

This

instrument

RECEIVED FOR RECORD

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EXHIBIT B

Lakeview Condominiums Section One

DESCRIPTION: Part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 1 East, Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at an iron pipe which marks the southeast corner of the Northeast Quarter of said Section 5, thence North 89 degrees 35 minutes 45 seconds West, 35.27 feet to an iron pipe; thence North 88 degrees 04 minutes 39 seconds West, 293.32 feet to the centerline of Mary A. Nutter ditch; thence along said centerline, North 17 degrees 20 minutes 22 seconds East, 68.44 feet; thence along said centerline, North 01 degree 39 minutes 19 seconds East, 430.07 feet; thence North 81 degrees 09 minutes 03 seconds East, 54.58 feet to the POINT OF BEGINNING for this description; thence continuing East, 54.58 feet to the POINT OF BEGINNING TO THE shore line of Spring East, 54.58 feet to the POINT OF BEGINNING TO THE Shore line of Spring North 81 degrees 09 minutes 03 seconds East, 107.

North 81 degrees 09 minutes 03 seconds East, 12.65 feet; thence South 74 degrees 20 minutes 03 seconds West, 104.67 feet; thence South 19 degrees 17 minutes 30 seconds East, 201.19 feet; thence 164.88 feet along a curve to the feet; thence along said shore line, South 20 degrees 06 minutes 03 seconds East, right having a radius of 47.00 feet, 81 degrees 12 minutes 27 seconds West, 92.43 feet; thence North 01 degree 42 minutes 24 seconds East, 148.05 feet; thence 54.24 feet along a curve to the left having a radius of 148.00 feet, said curve being subtended by a chord bearing North 08 degrees 47 minutes 33 seconds West, 53.94 feet; thence North 19 degrees 17 minutes 30 seconds West, 21.05 being subtended by a chord bearing North 33 degrees 15 minutes 03 seconds West, 47.76 feet; thence 48.24 feet along a curve to the left having a radius of 99.00 feet, said curve feet; thence 70.92 feet along a curve to the right having a radius of 102.00 feet, said curve being subtended by a chord bearing North 27 degrees 17 minutes 25 seconds West, 69.50 feet to the Point of Beginning. said curve being subtended by a chord bearing South 107.89

Containing in Lakeview Condominiums, Section One, 0.79 acre, more or less.

CHICAGO TITLE

Wichie HILLER HORDER

2711409

REVISED

DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

LAKEVIEW CONDOMINIUMS

HORIZONTAL PROPERTY REGIME

and Kimala A. REVISED Ferran; DECLARATION, 19 qg, by made the e this 18 "Declarant" Daniel day Of f Z Ferran

WITNESSETH:

A. Whereas Declarant following described real est to-wit: estate, ß. the owner Morgan County, ָ ה fee simple State o of f Of Indiana,

RES referred ATTACHLD EXHIBIT as the ' "Real M Estate")

(hereinafter simple of certain

real estate within the above described real estate dessection 1, Lakeview Condominiums and more particularly as follows, to-wit: described as rly described

SEE ATTACHED (hereinafter referred EXHIBIT B "Tract")

a Supplemental Declar Property Regime upon Horizontal Property conditions of this D Whereas, Declarant, by execution of this Declarantal Declaration or Declarations, creates a Horagime upon the Tract, subject to provisions of Property Act of the State of Indiana and the soft of this Declaration. Declaration Horizontal terms the and 0

follows: NOW, THEREFORE, Declarant hereby makes this Declaration S

- Declaration: The following definitions shall apply throughout this
- a "Act" means the Horizontal Property Act of the Indiana, Acts 1983, Chapter 349, Sections 1 the as amended. The act is incorporated herein by reference. through State ω Έ OH.
- ਉ paragraph 16 to time be a as provided part of the Additional the real estate referred to the following the real estate referred to the part or in whole from time be annexed to and included within "the Regime" lided in paragraph 16, all of which will be a the Real Estate.
- <u>(c)</u> "the 13. "Association" "the Regime", more means s the association of Co-Owners of particularly described in paragraph
- **a** "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with term "Board of Directors" as used in the Act. synonymous with in the Act. the with

- æ "Building", if and one as "Dwelling U d when used, Unit", or "I t is contain en used, shall mean and be en, or "Dwelling Units" wh contained in one edifice. where more
- (ff) property as provisions attached reference By-Laws" oviding ç means for Off. required by and in conformity with the of the Act. A true copy of the By-Laws is this Declaration and incorporated herein the e By-Laws Or -- and mauce administration and mauce administration for conformity was and in copy of the Association management the ۲. λg
- <u>@</u> appurtenant of this Decl "Common Areas" peclaration. .as" means means the common n area and defined in Ľ, facilities n paragraph ð
- $\widehat{\mathfrak{A}}$ and replacement of the peclaration or the assessed otherwise y-Laws, and all sur Owners by the Asso this Declaration expenses the Common Areas
 se expressly provid
 vs, and all sums
 irs by +1 Off f Association or administration provided lawfully the maintenance, s and Limited By-Laws this S S
- <u>ئ</u> "Co-Owners" means the Owners of all the Dwelling Units
- ĵ. persons who Declarant, "Declarant" and assigns grantee who O H purchase Dwelling Unitunless the conveyance in the become in the beclarant. means filing of this to its interest owner er of the rea-peclaration, t herein, oth in, other than those its by deed from the indicates an intent estate described succes 9
- প্ত "Dwelling Unit" means constituting "the Reg more particularly des and in paragraphs 4 Unit" means eans one of the individual Regime", each individual described and identified 4 and 5 of this Declarat: individual Declaration. unit on the unit being Plans
- E this Declaration for applicable to each D "Formula" means the method set aration for computing e to each Dwelling Uni set forth ing the Pe h in paragraph 8 of percentage Interest
- ø "The Regi**me"** izontal **P** Property means the name Regime he by which shall be h known the Property and
- (B) "Limited Areas" means the limited common facilities as defined in paragraph 7 of peclaration. this areas
- 6 "owner" means a person, firm, corporation, I association, trust or other legal entity or combination thereof who owns the fee simple Dwelling Unit. partnership, any title Ç
- ਉ interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Dwelling Unit determine in accordance with paragraphs 8 and 17 of this Declaration. of undivided S S
- <u>a</u> votes percentage the ne relationship s expressed as a paragraph 8 and Vote" and 17 of this means of his vote the Owner's er's rercentage to the total el Declaration eligible vote accord and
- ਿੰ Dwelling Units are constructed and a Regime" as provided in paragraph 16. Section shall be identified by an Ar designation corresponding to the ord means Ø part O Hì the Real order of 6. Bach particular Arabic numeral Estate annexed nogn annexation which
- (3 "Plans" means buildings, th the Ø plat showi elevations, Showing the the he location dwelling ur units O Fi the within

building for Section One, duly certified, all of which is incorporated by reference. "plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the location of the buildings, the dwelling units within the buildings, Arabic identification numbers for each dwelling unit and the outside dimensions for buildings, which are constructed on the Sections of the Real Estate, when and if annexed to and made a part of "the Regime". the buildings, dwelling unit a building for Se Arabic outside identification dimensions for ly certified, al "Plans" also numbers for each for each and

- Œ "Property" me the Dwelling property of e personal connect rsonal and hereafter nnection wi pwelling Units, the Buildings, improvements operty of every kind and nature whatsoever, lesonal and mixed, and all replacements theres hereafter located upon the Tract and used in inection with the operation, use and enjoyment e Regime". and enjoyment improvements thereof, now easements
- દ and thi above, and such other sections of the Real have, as of any given time, been subjected and this Declaration or a supplemental dec Tract" provided. means the real estate described so of the Re declaration, paragraph Estate whi to the Act which
- with property h the pro provisions <u>Declarat</u> ty shall l pe a O Ha മ the Act Horizontal Declarant hereby ex Property ty Regime i άŢ declares tha in accordance that
- dwelling Descripti units in S ion of Dwell Section 1, Dwelling Units. **ល** ល shown on There Plans are two
- the ident individual Identification ified by an Ar pwelling Unit. of Dwelling Unitable abic number on the Each Dwelling Unit in Plans, same referring 'n.

5. Further Description of Dwelling Units.

- the Plans and the concrete bottom of the concrete porch slab, and the top of the porch slab, and the top of the ceiling joists in the horizontal perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the inside surfaces of all perimeter stud was and the plans does not contain the plans does not c any o occupancy, possession, maintenance, enjoyment, as in accordance with the construction. In such case, permane act the Dwelling Unit in actual boundary exclusive construction, other reason ceiling of Boundaries of ual boundary line of t appropriate area of t shall the concrete garage floor and a o, and the top of the floor of the coil use reasons, be deemed in such cases shall exist in and +the he Dwelling Unit l , settling after ons, the boundary cemed to be and to as shown on the Plans does not coincide location of the respective wall, floor the Dwelling Unit because of inexactness n and line each Dwelling | | include all t each dimensions dance with the actual existing case, permanent easements for ist in favor of the Owner of each space lying outside of the the Dwelling Unit, but within f the Dwelling Unit. of the g Unit after s required Unit shall treated for purposes ance, decoration, use construction, lines of each ing garage a horizontal shall bounded by cion, or for each Dwelling tο pd e unit covered but within vertical vertical and shown plans Ö ide each the the Of. the
- all portions of including, but utilities, equi components for the enj for the wherein Appurtenances. all of the space they are located, equipment, ne space within not limited to and intended solely Each Dwelling Unit and benefit of ed, or attached, the he boundaries thereof thereof situated, all fixtures, facil nces, and structural ly and exclusively the Dwelling Unit, but excluding shall thereof facilities consist reof and

exclusive enjoyment, shall constitute a partiney are located part boundaries of said Dw exclusive put provisions herein. units, materials used to fu porch, windows and doors, The foregoing shall not be porch, windows and doors, including garage doors, The foregoing shall not be deemed a grant of author to, in any way modify or change the buildings as heretofore constructed except as authorized under provisions of the Declaration set forth elsewhere fixtures, are not that that designated or the size, equipment and appliances is, equipment and appliances is, equipment, use and benefit of anjoyment, use and benefit of sociated partly or completely with of said Dwelling Unit. Those of said Dwelling Unit. Those of said beling Unit. Those crials used to further enclose dows and doors, including garding shall not be deemed a grading shall not be shall not s designated or equipment and conditioning condensing conditioning condensing urther enclose the cover intended primited to the state of a Dwelling of a Dwelling of a Dwelling of the state of the without unit, c may covered include authority even **HOR** use the Unit

include (1) the fact, (2) central electrical, gas and sanitary sewer drainage areas, (3) central electrical, gas and sanitary sewer mains, (4) exterior lighting fixtures and electrical service, mains, (4) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, except where separately metered to a particular Dwelling Unit, except those areas and facilities lines of the Dwelling Units, except the Dwelling Unit as descriencessly defined as being part of the Dwelling Unit as descriences. include expressly paragraph 7 defined Common the <u>g</u> Tract, Area and I Facilities. the the yards, p electrical, g fixtures a planting Common and sanitary areas areas mean and described sewer and boundary

follows 7. <u>Limited Common Area</u>
Dwellings for which the and Facilities. use thereof is limited Limited Areas are SP and

the (a) മ Dwell Dwelling Unit Porch. Unit 0 R ა ჩ. The le Front Porch through to obtained is limited to Dwelling Units served served to the which by such access use of use

entryway.

(b) Driveways. The driveways, walkwareas used to access to a particular Dwelling Units serving such Dwelling to the Dwelling Unit so served. walkways, and sular individual Units are limited similar

Lach Owner shall owners and Limited And Limited And Limited And Limited And Limited And Limited Each Dwelling Unit's Each Dwelling Unit's the Common Areas and Limited Areas shall be with the Formula set forth in parameters. Common Areas, and Percentage Percentage determined of this Decl an tenants Unit's Declaration. Interest undivided Interest erest in accord and

receive a F Section of upon execution permitted percentage designated part Sections Percentage Owners 0 Hi automatically reduces of Dwelling Units of the Regime prior Percentage units which are a part of twhich are a part of t rcentage included in accord with the Formula. The which are a part of the Regime prior to such annexation of the applicable supplemental Declaration, the ution of the applicable supplemental Declaration or e Interest of each Dwelling Unit in the Section or which are a part of the Regime prior to such annexation which are a part of the Regime prior to such annexation which are a part of the Regime prior to such a Dwelling Units in the Section or Sections which the Regime prior to such annexation shall be grant percentage Interest in the Common Area and of suffiched additional Tract being annexed, the precise Interest to be determined according to the Form of in the Supplemental Declaration. If the Regime concentage Interest consists only of Section 1, est shall be that as each Unit annexed, e precise the Form each granted of such bears Formula Dwelling are t 0 ω and

Unit, one owned. is entitled to vote. Co-Owners Each owner wners are entitled A multiple owner, I multiple vo shall have votes, meaning an ţ equal vote. that an Owner vot rote on any matter upon Each owner is entitled 1 Owner of more than one is one vote for each ր. Ծ

Vote Unit as determined by pars allocable to age Interest appertaining to paragraph 17 also shall be Owner thereof in all matte matters ť the each with respe Percent Dwelling age

O Ha to the Regime entitled to vo Managers. vote, and the but Association not limited to, t the election which the Co-Owners O H Board

Dwelling Unit, -shall hereafter encroach with shall be deemed to event an easement shall be deemed to event and the Association for the management and the Areas or Limited Areas reason Of fi nit, a Common Area or Encroachments ents and Basements for Common Area. If, construction settling, or shifting of a mon Area or Limited Area now encroaches roach upon any Dwelling Unit, then in such all be deemed to exist and run to the Construction for the maintenance, use and enjoint to the maintenance. and enjoyment such င္ပ 8

other O Owner lines, Each t O บรе use all pipes, wires, and other facilities. Owner er shall have all pipes, w an easement lres, ducts, in commo common with each conduits,

- and Each the event that taxed on the arately Owner's pay taxed the Tract, or a part thereof, pay his proportionate share of proportionate will Estate Taxes. to each Dwelling ny year real or a r Real Unit Estate a S determined provided taxes the taxes മ real are whole, are ä estate ç S S not the then рб follows: assessed eacn
- equal total Declarant will against annexed real t 0 the that With estate land, n respect to the real estate taxes and, the amount of such taxes shall Owner's Percentage Interest multiperate taxes assessed against the lare taxes assessed against the lare taxes on the real estate рау the taxes estate es shall be a t multiplied l the land. until assessed Λ̈́q the
- against fully o ਉ st the improvements, to obligated to pay the With respect to the the the respective amounts assess real estate assessed Owners taxes against assessed will be same
- or improvements sl set forth in (a) a Owners Percentage <u>0</u> All other shall be shall be calculated kabove and paid for a Interest. above against d by the by the san same the to the real formula estate င္ပဝ as
- metered which Expense are shall be treated as Utilities. Each Owner shall pay metered. Utilities wi ted as and be paid as ay for his which are part are t of d Wo not the utilities, separately Common
- Yehicles. All public and quasi-public and Ouasi-Public Not limited to, police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned and garbage collection, post office vehicles and privately owned and Limited Areas of the Regime in performance of their Areas and Limited Areas of the Regime in performance of their including privately owned units, to all utilicies and their agents for ingress, egress, installation, replacement, repairing agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to, and maintaining of such utilities, and electricity on the property; water, sewers, gas, telephones, and electricity on the property; of sewers, electric lines, water lines, or other utilities, except as initially designated and approved by Declarant or as except as initially designated and approved by Declarant or as of this easement, the electric and telephone utilities are expressly permitted to erect and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the building. and approved the Board of Mic and teler replacement, repairing ing but not limited to, cicity on the property; ermit the installation r other utilities, ed by Declarant or as f Managers. By virtue Regime Common owned
- maintenance, Association, Dwelling Unit there ceases Property g hereby created Units in "the ! Association repair, 3nd Association an Owner, membership replacement, accompliance with Regime" and ap Owners. Each association of Co-Owners such membership le" to be shall be a lach Owner shall be a shall terminate when shall terminate will ! to be administration and o known as Lakeview a member ტ ტ such O Hi transferred 엱 operation person the Act Of Fi d

ethe new Owner.

The Association shall elect a Board annually in accordance with and as prescribed The Co-Owners shall be entitled to cast their the election of the Board of Managers. of Managers by the By-L percentage Managers
the By-Laws. for

the for of t Association, r the managemen management, Board of Managers representing all of the maintenance, repair repair, the 9 Q the replacement Co-Owners governing H ng body of n providing and upkeep

repairs, deco Co-Owners doors. determine might aesthet defect Areas. Common Common the ling Unit except the years reserve the exclusive s. The Board of Managers reserve the exclusive straine the outside decor of each Dwelling Unit exclusive of, color and paint, and all decor exclusive of, color and paint, and all decor exclusive of each individual unit. Exclusive aesthetics of each individual unit. Exclusive aesthetics of each individual unit. Exclusive aesthetics that are visible from outside the Dwelling that of decoer shall control and reserve the right of decoers. adversely property. occurring Expenses Areas Maintenance, decoration Maintenance. Association c except the care of Managers shall affect and рe his Dwelling Unit which, ect any Dwelling Unit, Co, repairs, replacements a be furnished by the Assoc <u>Decorating, Repairs and Replacement</u> shall be responsible for the mainten shall be responsible for the mainten replacement glass portions the Association as and Exclusive of the Dwelling Common decor appurtenant doors decoration shall real if not lusive right to Unit inclusive, Area and repair O_f maintenance repaired, ea or Limited non Lon garage those part 0 Units of 0f euz any STU The **Jud** ç 8

appropriate, enjoyment regulations 0 H The concerning t including Board of Managers n Areas the apr the maintenance, reas and Limited as and Limited Areas as it appointment of committees shall adopt repairs, use rules and to deems and oversee

same. shall Areas che appurtenant (except required) right Board of Managers or their designated at reasonable times and upon reasonable in cases of emergency in which cases ired), to enter into the Common Areas ired), to the Dwelling Units to replace, nant to the Dwelling Units to their designated replace, reasonable no notice and Limited on agent repair, prio: shall Ö and

Managers, n respective would adver Dwelling imited nor shall any O ective Dwelling Unit 1 adversely affect the ling Unit. make Alterations, Additi any alterations or the the Additions, and Improvements ons or additions to the Commons of additions to the Commons of the C Owner g prior r within safety c make any written approval of the any alterations 0 R structural boundaries Common portion O Hi thereof to No his Areas Owner Board С Н which the о Н

expanded in exceed 25 units years, shall be provisions expansion construct Expansion by Sections Truct additional Dwelling on within the Real Estate 윴 the the Act. manner the al. A limit hereinafter The where le general plan of time limit, not e where additional Estate, all Declarant set forth, and subjection of development not exceeding ten OH. မ္ပ anticipates Additional S Sections part of which may may ten Sections shall that O O (10)added the

expanded, Additional Section or At subject may, but prior to or to September 1, 2007, Dept obligated to, cause all sections within the Tract following conditions: Declarant, ill or part (

Declaration engineer or Dwelling Units to be Sections, have been Supplemental Units. layout, Another r or architect as out, location, and Declarant shall r location may are Section Plans completed эd completed to may be accura 0 B constructed as fully and dir a g Sections reserve filed with the and certified fully and accurately depicting dimensions of the Dwelling ed to such an extent accurately set and t the may Ħ such right р Б Supplemental to by the annexed Section ç determine that H. or

the developmental standards of each Section

- comparable q constructed floor plan, the shall le quality to Dwelling design although Unit: Ö not necess with labor and up the Dwelling Up not necessarily ဋ္ဌ any Section and Units ly of s ion to be material s previously similar typ annexed
- Off. the annexed Declarant, o ne fee simple Hee e 9 r its : assigns, shall be to the Section of 8 the Sections owner

Sect Horizontal Property Regime. Aft Co-Owners owning Dwelling Units percentage units and assessed and shall Declarant l of the Real E . acquire anv ri incur ဓ္ဓ Sections Б Д the common areas and pay all Common Sections according Interest. Units w rights which t expressly Estate in S pressly relate in Sections ate in Sections attended a particle annexed to and made a particle and their respension of the section of the sect Units under construction, models areas associated with such units the maintained by the Declarant w annexed, Sections until so except owner shall those any

nogu a11 shallt O other have the same Percentage Interest ather such Owners and there shall be the size of such Dwelling Unit. Each percentage Interest and Percentage <u>Percentage</u> Interest. shall be no The Owner Each and Vote. of f Owner Percentage Vote as differentiation based each Dwelling shall b p equal Unit

necessary what Sect Sect the existing Interest computed total ted and, upon the annexation of an Additional Section, same shall be recomputed dividing among the thenDwelling Unit Owners an equal share to the extent the shares at all times equal 100%. The Percentage 1 shares at all times equal 100%. The Percentage and Percentage Vote shall be expressed as a fraction and Percentage vote shall be expressed as a fraction when the number of units is not evenly divisible into the total interest and vote equals 100% at all times the total interest and vote equals 100% at all times. appurtenant each unit shall Section or times that into ì£

Supplemental Declaration not reserves Supplement necessarily in numerical and making each Section is developed, Declarant Declaration annexing and adding such and making it a part of "the Regime", right to annex additional Sections t ly in numerical order shown Declaration shall contain the the following: such ch Section to ", Declarant thereof that plans. shall record Such that C this are

- description of the real estate t O <u>ф</u> annexed
- (a) Þ description of the Document of Dwelling Units is Declaration. described in Ø
- annexation, <u>c</u> The percentage] on, computed Interest Þ. accordance о́Е all with Dwelling the **Formula** Units noqu

acknowledges, Supplemental conditions Each shall be applicable upon 1 Declaration: Owner, Ϋ́ acceptance that of. the recording Ø the deed to following of o Dwelling ting rights each Unit and

- Declaration respects Ϋ́ Section shall the l be governed provisions of described in in all this De each Supplemental II applicable Declaration.
- Formula. Upeclaration, deemed to accordance with Supplemental Dec Dwelling ţo Percentage Unit shall Unit Unit ဗ္ဗ release გა the Declaration, which Owner Dwelling Unit i the amount эd schedule Interest and erest applicable automatically re Ş revert ule set which s which c is re that the percentage reduced thereby Supplemental ď shall forth the amount reallocated Declarant Ę, ç from based upon such shall its the g

successors and assigns.

- each Dwelling Supplemental D limitation c) Each deed, Dwelling Unit Supplemental that Declaration, altered i atal Declaration based Unit mortgage, or other shall be deemed shall the shall be, upon the recording of evation, altered in accordance with Percentage Interest appurtenant g other given noqu instrument subject the Ö affecting the each
- Limited Areas be deemed and Declaration, affecting a Dwe such additional ownership of any Dwelling Unit and lien of shall automatically include and attach to additional Common Area and limited Area upon of such Supplemental Declaration. Interest, imited convey The Areas percentage y to the v..., and each deed, my, and each deed, my g a Dwelling Unit g a Dwelling Common Are as appurtenant to include arm which intage Interest in the Common Areas appurtenant to each Dwelling Unit appurtenant to each Dwelling Area Include any additional Common Area annexed hereto by a Supplemental annexed hereto by a Supplemental which Supplemental Declaration shall be a supplemental shall be a supplemental Declaration shall be a supplemental shall shall be a supplemental shall shal Owners ers the appropriate Perce ed, mortgage, or other in Unit shall be deemed to n Areas and Limited Areas ling Unit and lien of an noqu Areas, percentage such Areas any mortgage shall instrument include recording and shall and grant the
- assessed the the Regime prior () proportional shape the proportional shape the proportions annexed upon alter paid recording of to a S D annexed upon such recording as provided in the By-Laws. the provided Dwelling amount ng of a Supplemental Declaration sha bunt of the lien for Common Expenses bunt of the lien for Common already a p elling Unit in a Section already a p ior to such recording. The lien for share of Common Expenses for the enses for shall be be assessed shall part
- (f) Each Owner agrees for himself and car chaining under him, including Mortgages, that to be claration and each supplemental Declaration is peclaration and each supplemental Declaration is shall be deemed to be in accordance with the Act for the purpose of this Declaration and the Act changes in Percentage Interest as set forth in a change in Percentage Interest as set forth in a supplemental Declaration which is in accordance the Formula expressed herein, shall be deemed to the Formula expressed herein, shall be deemed to made by agreement of all owners. made agreement es for himser-including Mortgagees, that including Mortgagees, that erein, shall owners. himself and all in any Act, any p. this t 0 with a d and
- (g) Each Owner documents as ar accordance annexation 17. with are agrees to execute and we re necessary or desirable of the Sections in the Rections and interpretable the provisions and interpretable to the provisions and the provisions and the provisions are provi execute and rable to accompthe Real Estate deliver accomplish

paragraph such appurtenant reallocating well excent required by paragraph 17, on be are agreement allowing agreement for a power of attorney and pare incorporated herein by reference of the granting of such special nowinee shall be deem. and nit, shall tuch Owner's Tract over interest Each Owner, by acceptance of a deed to shall thereby appoint Declarant or its to wher's attorney-in-fact for the purpos in locating from time to time the percentage purtenant to such Owner's Dwelling Unit in the provisions of this paragraph 17, and the provisions of this paragraph 17, and ragraph 17, on behalf of such Owner to contagraph 17, on the contagraph 17, on the contagraph 17, on the contagraph 17 binding ţo Owner has been annexed, Decla to the Co-Owners, or on syver first occurs. nodn put on behalf of the ame n the k nominee as such attorney-in-fact is nominee as such attorney-in-fact of such special power to beclarant or be deemed to be coupled with an be deemed to be coupled with an be irrevocable ommon areas, and shall be irrevocable the heirs, successors and assigns of the heirs when all of the Additional hall expire when all of the Additional heirs, successed heirs, successed all of the section of the sectio amendment of this Declaration, as ings as contained in such agreement ings as containey in fact, which o act as attorney in fact, which attorney and power the purpose of percentage Interest turns he intent of peclaration, The appointment ۳ the ne project 2007, QI of attorney nominee accordance ţ the е К SB

Additional whichever Sections the event int Declarant does not within the Real Estate elect ဝ္ဂ any ď part annex thereof,

Deciming a removing a removing a representation, the Declaration or remove the remove th made as permitted by this par Supplemental Declaration of the Real Estate that becoming a F 2007, the Real Estate that has not been filed by Septe a part of "the Regime"; provided, however, any section a part of "the Regime"; provided, however, any septe a part of "the Regime" in the manner provided in the 2007, shall automatically be removed from the possibility oming a part of "the Regime" in the manner provided in the laration. Upon the filing of such Supplemental Declarationary apart of "the Regime" in accordance with this laration, the Percentage Interest designated in the laration or Supplemental Declaration last filed shall not laration. Ø Ø that has not Regime"; pro paragraph 17, Declarant suart trois which shall permanently remove hat has not been annexed from any right has not been annexed from any right. nnexed -- any Section, however, any Section not been filed by September not been filed by September ed from the possibility of this we manner provided in this we manner provided in this section are not as a section of the section o led by September possibility of prided in this ly right Section that not for part be a De

event a successors Additional Sections. It is the purpose and intent of the Additional Sections. It is the purpose and intent of the Additional Sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadway and sidewal unrestricted use and access across the roadway and sidewal the Owners and residents of the Additional Sections, their the Owners and residents of the Additional Sections, their quests, invitee, and all public and quasi-public vehicles the streets guests, a11 are Estate Easements or any par not and s and Comm annexed, Declarant assigns, for the u not annexed, Common Areas part 6 Q and the <u>from Additional Sections</u> ne Additional Sections to provide ingress and egress the purpose and intent of the reserved to provide free and use right reserves and and nal Sections. In Sections of the I ves unto itself, benefit of that easement sidewalks their enter Real part ţ noqu С Н for the

19. Insurance.

- Owners, (a) The shall Co-Owners, through provide insurance through n the that association shall: O H င္ပဝ
- damage thereof of a cash so the exercisable in the control parameters of a cash so f giving the in lieu of Provide the insurer an errage a cash settlement, a cash settlement the o that notwithstanding paragraph election owners below; such any ç option restore and, provision 3ota shall elect
- provided in protection for the individual owners and mortgagees as interests appear. The proceeds shall be us disbursed only in accordance with the providisbursed only in accordance with the provided in any surety bond or bonds as applicable, and any surety bond or bonds as applicable. each owner and the a owner's mortgages. the association who insurance able, and any surety be covering the officers in the By-Laws shall so in for any insurance prom Contain a coverage shall be for the association and, The proceeds shall be I owners "replacement COSt proceeds the provisions the declara endorsement ponds be used or applicable, ti be payable to Regime" benefit ខ្លួ received declaration include obtained ន្ត trustee Sign 0f of. Λ̈́q

their if an individual managing interests may appear. shall agent Such owne insurance er, the ass or company acting on behalf of or company acting on behalf of association, recover insure Owners, as well as closses insured where the to the benefit of an angers, and angerd of Managers, and angers and anger and anger and angers, as well as the Lessees, as well as the Lessees, as well as the applicable benefit O H applicable each S) S)

responsible dwelling uni and owner cover Std shall expenses e he may deem necessary, and each Owner she he may deem necessary, and each Owner she he may deem necessary, and each Owner she he may deem necessary, and the loss or damage to the contents of the funit, however caused, including all floor unit, however caused, including, but not any such loss and risk including, but not any Each Owner such loss shall have the and right each where on the property. obtaining his own ins ling, but not limited ö Owner purchase r shall of his Λq and the Owner TIWO be solely additional wall insurance ţo,

full Expenses, a master extended coverage Owners whole, replacement වි shall The master purchase and pay ror affording ranaster casualty policy affording ranaster casualty af င္ပဝ Owners through the association that fire the t O OH: Ω the nommor)

Managers of the associat who may cut the foregoing with condominium unit own condominium unit o ccupy any unit o amount Manager, by including, insurance, ownership liability Expenses rom time common mers snarr common expenses a mascusionmon expenses a mascusion of the Board of the equired by the By-Law or Decreated the Eoard of the required by a decision of the Board of time to time by a decision of policy shall or gers of the association, which policy shall or gers of the association of Co-Owners, the executive body, association of Co-Owners, all persons action the managing agent, if any, all persons of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or the condominiums, and come to act as agents or the condominiums, and come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of any may come to act as agents or employees of act as agents or employees improvements the ling, without li ance, liability association, s obtained shall γď and 9 policies d in The iation, specialized policies on which the association other rights, and officers' also Such other policies as the dand paid for as part of amounts as details. Co-Owners Co-Owners through out limitation, wo purchase and pay 1 a master liability rs and all other port insurance policies as may be require for as part of the Common s determined by the Board through the association, tion, workmen's compensati through on motor v CITC TOT S of the policy vehicles owned shall cove we body, if sons acting ည has covering land has or shares part required Common ü Board of any or managers' entitled revised cover an lands or

Mortgagee officer re (c) When any policy of obtained by or on behalf of the Owners, written notice of the association of subsequent required equent changes therein or termination promptly furnished to each Co-Owner whose interest may be affected the required to send notices of meetings Co-Owners the insurance has been the association of C obtainment thereof termination ings of t 0 K thereof င္ပ

20. Disaster, Casualty and Restoration

- disaster, buildings proceeds buildings containing improvements shall be ents shall applied to other uI case than to of. reconstruct fire complete destructes, the the condominium unites, the the constructed and the insurance e reconstruct the improvements. 유 any other casualty
- of the build building(s) otherwise and any eproceeds removed condominiums which unless buildings | ng(s) shall h case the excess of sexpand the sexpand t from the divided to provided, ρ ΛΩ decision the and the among barket event of complete destruction containing condominium units, not be reconstructed, except the property considered as to condominium under Section 28 conforminium the condominium that condominium the condominium that condominium the condominium that condominium the condominium that considered as to condominium the condominium that condominium the condominium that condominium that condominium the condominium that cond insurance proceeds construction costs contributed of the of P and d the the made constructed, except as insurance proceeds, if co-Owner(s) proportioned irds (2/3) o value Of shall be applied over insurance buildings. ild the shall k all other other ll of the buildings, ללס 0 рe
- determined Owners ngs containing (ined by a vote (at a special m ; called for tha determination that e of two thi condominiums of two thirds purpose OH C thirds of the total units (2/3) of all association destruction shall Of. of င္ပ
- property property balance o where cover the condominium Declaration ime Common Areas the the mon Expense assessment e costs of is not to regime, Where insurance Such such the owner owns an under and facilities as and facilities as repair эd and improvements proceeds are costs in Co-Owners removed provided ဝူ an undivided are not sufficient reconstruction and the from t constitute a d in Section are not percentage edt expressed assessed contribute horizontal interest in lien from which est in the the OH the

- determined or disaster If, ঠ pursuant to a, b the Co-Owners to occurred, then and c above, it rebuild after a in that event; μ̈́t മ 2 casualty
- in common The property shall the condominium be deemed to unit owners; be owned
- owned in common which condominium unit of undivided interest in the Common undivided rest previously owned Areas and facilities; which shall owner shall appertain shall be the pe interest percentage of by such owner ξo property each
- transferred priorities t interest of condominiums property; Any and to the f üţ ny liens affecting any units shall be deemed in accordance with the to the percentage of the condominium unit deemed any the exist the undi owner Ö, the <u>გ</u> ä, But
- proceeds of equal to owned by action considered as one fund owned by each owned paying out of the condominium unit unit for the purpose, interest in the ondominium Cne the owner ţ for partition at the suit of for partition at the suit of line which ever in which the sof sale, together with the insurance on the property, if insurance on the property. condominium the The property :
 partition at
 m unit owner, The percentage owner the respective shares of towners, to the extent, all liens on +-property und and shall be n unit owners in htage of undivide shall vners in a percentage undivided interest рe ne extent sufficient the undivided I by each condominium ares of extent subject to event ΞÉ f any, sh divided any net after the the proceeds shall an net among
- mode maintaining the protection of and in t edt method <u>sale c</u> Regime the Of. of the original sale of each Unit until the ր. Տ sold the the
- the purpose of the peclaration and a Declaration, all Declaration, all Dwelling Unit sha unit pweiling Unit shall include, but not be limited to the obligation to pay the monthly assessments as provided i obligation, which monthly assessments are a lien on ea Declaration, which monthly assessments are a lien on ea Dwelling Unit, and the necessity and right to become a the Co-Owners Association, and to have a vote for each Unit owned, pursuant to the formula heretofore set out. subject t 0 Membership the O Ħ this covenants any p in the Co-Owners Association. The Translated herein nants and restrictions contained herein Declaration, upon the recording of this subsequent amendments and supplemental e rights and obligations accruing to a include, but not be limited top the each this member Dwelli Tract such <u>But</u> HOX ST.S O H
- 23. <u>Covenants and Restrictions</u>. The covenant restrictions applicable to the use and enjoyment of the Units are set forth in the Code of By-Laws of the Association. These Covenants and Restrictions are benefit and protection of the present and future of the with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of and run with the land and insure to the benefit of the present and the land and the l Owners or the Association shagainst any violation or attagainst there shall be no right the Owner, or the from Co-Owners such violation. ction of the present and insure to the bo Owners or by the Ass and future C and future C the benefit of and or by the Association. Proposed to injust the proposed violation of the ight to reversion or following. covenants of and of these provisions, forfeiture of title are present or futur injunctive relief ne Co-Owners
 are for the r Owners mers and shall be enforceable the Dwelling and mutual future
- in this I proposed Amendment Declaration, of <u>Declaration</u>. amendments following manner Except as otherwise provided this Declaration shall be

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and any proposed adopted meeting Notice. amendment at Notice which shall Off. the the **ө** proposed subject included amendment matter o 0f z. notice Ö,

Regulations to time. applicable thereto S S each may be amended from time

- Home Loan Mortgage property in this Rubeclarant or Board and herewith regard to equirements eement right γď Rights of Mortgage Purchaser.
 Mortgage Corp., or other purchant this Regime should request or Board of Managers may fully same is hereby confer: for Power of Attorney by each Co-Owner. Board of to make t to act the for and on behalf of such Co-Owns conferred, among other things ttorney and Power of Attorney regime ime and the on behalf of purchaser ဓ္ဌ or require y satisfy a mortgage F uI r of Co-Owners event Ø things, any needed FHLMC eliqi mortgage **Federal** executed eligible with of. any
- insurance amount of necessary by family or hi expense amount extent appurtenances misuse, o f by his neglighthis or their carried by the Asso any increase in in Maintenance. any ny maintenance, repair, or replacement repair or negligence or by that of any member or their guests, employees, agents, or nat such expense is not covered by the prized by the Association occupancy, or a ances or of the о Н sts, employees, agents, or lesses sts, employees, agents, or lesses se is not covered by the proceeds ise is not covered by the issociation. An Owner shall pay the insurance premiums occasioned by insurance premiums owelling Unit r abandonment of his Dwelling Unit he Common Areas or Limited Areas. Common Areas member OR R for rendered Q H Unit the g
- until six months after the last Dwelling Unit is until six months after to the Co-Owners' Association project is turned over to the Co-Owners' Association of the cocurs. In the September 1, 2007, whichever first occurs. In the sections, the same rule will apply to amendment is sections, the same rule will apply to amendment sections, the same rule will apply to amendment sections, the same rule will apply to amendment sections. The companies of th amend this until six n project is September respective Reservation of the neclaration Declarat of without consent of the last Dwelling to the Co-Owners' Rights. ply to amendments and supplements to each individual Section. In to determine the mode and Units until the last such unit in Declarant nsent of th f the respective Owners Unit is sold, the Association, or s. In the event there is reserves n the eve 0 B right ď
- each may entitled because By-Laws, to comply 0 fi Costs and Attorneys' Fees. In a proceeding arising of failure of an Owner to make any payments required or the rules and regulations adopted pursuant thereto be amended from time to time, the Association shall be to recover its reasonable attorneys' fees incurred in on with such default or failure. p p ន្ត
- itself Common or enjoyment of any of the Common Areas or Limited Areas or abandonment of his Dwelling Unit. Nor does the Association the right to place a lien on the Dwelling Unit and foreclose itself by failing to do so when payment is not timely made of Common Expenses by the Owner when due. 30. <u>Waiver</u>. No own is contribution toward to enjoyment of any of the Owner the common Expe Expenses himself s by waiver Limited Are from Areas foreclose liability of the waive use the
- 31. Severability of Claims. The invalidity covenant, restriction, condition, limitation, or covenant, restriction, condition, limitation, or covenant, restriction or the By-Laws filed herewith of this Declaration or the afformation or affect in any manner the validity, enformation of the rest of this Declaration or the attraction of the rest of this Declaration or the attraction. enforceability, attached other shall မ္ provision not 0f e
- Morgan County, reference also Declaration, time to time, be incorporated into and have been inty, Indiana, are The been so filed pursuant to this declaration. plans, as described in incorporated into this in filed in the Office Plans, in Book pages ed in this amended to this O_H paragraph 1 declaration the Plans as may, Declaration, Recorder Λ̈́q (3) o H are
- Basement services, to the Easement shall in install and allow to services aedo areas (D. & ਚ. Drainage . დ Q H include w to be maintained all sewer dwelling units constructed. nclude all common areas. No tne Tract,
 Easement). , **8**5 Sewer the needed **Easements** as 벍 undefined Drainage n doing so, it is to flexibility to its Declarant No other and The itself to I nd drainage the hereby d improvement intention Sewer properly of f

or permanent driveways and Easements maintain, rel reimbursement) subject to thereasonably necessary, Association to and fences) sha and any fences repair, epair, or remove any e Declarant (while I to provide for and structures rights without the s (excluding walkways, shall be placed within shall be placed shall; ses so installed shall; public (including and are four the duty of replacement consider or private utility to consove any necessary facilities an thile he develops the tract) are and maintain approximate. pavement the D. & and are Ŭ. construct drainage where and and the S 0 R expressly

unto may describe easements, exclusive Indiana, an subject to Tract G manner which unreasonably and adversarion thereof or any Dwelling Unthereof or which unreasonably constand egress to any Dwelling Unit.

reserved by the Declarant in this conveyed 2, 2007, and Declarant's right to automatically terminate conveyed the last dwell relocate, the similar 34. <u>Additional</u> himself an easen rights Plat ular purposes Declarant fur and , utility, o s, licenses necessary and 0 K the last dwelling unit within whichever first occurs. id sewer easement, or other easement Plat recorder in the Office of Recorder of at recorder of any Dwelling Unit shall and any Owner of any Dwelling Unit shall of the rights and easements reserved hereis reserved in this Section shall not be a reserved in this Section shall not be the fight of the constructs of the right of the right of the right of the any Dwelling Unit. The right and the right of the constructs the right of the constructs of the right of the reserved alter, non-exclusive, onal Basement easement and further reserves the ange the description easement, or other ဝ္ဂ and မ္ပ g sewer appropriate, for otherwise change taken otherwise change to ç rights-of-way, and the further easement surface Rights. the full alter Section slatter or grear after or grithin the for the right, tru
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r otherwise, as Decre of any such drainage, easement Plat or amend Tract Declarant shall run w grant easem red herein; provided, not be exercised in der of shall property s use or enjoyment rights of ingress and easements further easements arant shall such further Morgan and take permanent Of. o K with amendment authority title reserves County, the shall October have land

construction of De (a) An Owner may rements hereafter Deck Enclosures. άŢ strict accord with

requirements ä a manner set f set forth, add Ø deck to the enclosure/screened the aesthetics and

value room/roof horizontal property reg m individual regime; -owner

recording for their ron certified individual structure and plans and spec Managers express (b) In the event deck to construct an enclosed deck to construct an enclosed deck to lagers. Design shall be of a type matching the existing ucture and the addition must be built according to the sins and specifications developed by an architect or gineer and in compliance with all governmental codes and approved by the Board of Managers. Only deck enclosures a authorized. consideration. No construction sapproval of a design be presumed approval of a design be presumed that the consent of a majority of the consent of the consent of the consent of the consent of the construction of the consent of t by architect or shall first be ! event an presented to the No construction sented to the construction and plat pro added to of the Board Board shall prepared his/her suitable shall o f ф Д and Managers the commenced desire for

are The Board of plans and

specifications requirements s discretion <u>@</u> Ö approve s for con forth herein compliance c R Managers shalor disapprove with the shall have complete rove the proposed pla ith the restrictions and

part ownership of succession, namely, this Declaration, namely, this of the dwelling unit the same exterior ဝှု ຍ enance, the those being Of. The existing h set shall insurance, added structures, kisting horizontal velling unit to which it is atta j common property and subject to Association. Responsibilities outlined divided for the upkeep zontal property ided consistent that the added each added and when built, unit structure supervision lit in various various structure attached v with paragraph 5 structure becomes regime. shall be ç shall for maintenance become with the

recorded in the Indiana showing integrated the Declaration and The plat showing the plat showing the office of the contract o of the Recorder of cross-referencing the accordingly. added structure er of Morga and showing, Morgan Count shall be

signature of the President and Secretary of the co-owners association, that the plat has been considered and approved. (f) Additions of structures herein shall in no way modify or change the relative percentage ownership, percentage interest or percentage vote as set forth in the Recorded Declaration and the Recorded Supplemental Declarations.

(g) The clarification the existing w The wooden of the t manner in which deck attached to O H paragraph is to provide n which an Owner may enc ched to their Dwelling U enclose

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

Ferran

STATE O Fj INDIANA

COUNTY OF MORGAN

Before me, a Notary Public, in an State, personally appeared Daniel N. F who acknowledged the execution of the Declaration of Horizontal Property Own N. Ferran ar the above ar Ownership. and for said and F and foregoing Kimala County Þ and Ferran,

Notarial this day of

Ϋ́Ν Witness my PEBRUARLY Commission Thuman North Andrews Of n Expired ANA Signat Signature Resident o ff B. CHANEY I Morgan County Resident My Commission Expires: 2-3-2001 County, IN

This instrument prepared by John ଜ Marvel, Attorney.

Book 4 Page 352

EXHIBIT B

Book 151 Page 232

Lakeview Condominiums Section One

DESCRIPTION: Part of the East Half of the Northeast Quarter of Section 5, Township particularly described as follows: 11 North, Range I East, Second Principal Meridian, Morgan County, Indiana, being more

said Section 5, thence North 89 degrees 35 minutes 45 seconds West, 35.27 feet to an Commencing at an iron pipe which marks the southeast corner of the Northeast Quarter of iron pipe; thence North 88 degrees 04 minutes 39 seconds West, 293.32 feet to the minutes 22 seconds East, 68.44 feet; thence along said centerline, North 01 degree 39 minutes 19 seconds East, 430.07 feet; thence North 81 degrees 09 minutes 03 seconds centerline of Mary A. Nutter ditch; thence along said centerline, North 17 degrees 20 feet; thence along said shore line, South 20 degrees 06 minutes 03 seconds East, 12.65 feet; thence South 74 degrees 20 minutes 00 seconds West, 104.67 feet; thence South 19 degrees 17 minutes 30 seconds East, 201.19 feet; thence 164.88 feet along a curve to the North 81 degrees 09 minutes 03 seconds East, 161.99 feet to the shore line of Spring East, 54.58 feet to the POINT OF BEGINNING for this description; thence continuing Lake; thence along said shore line, South 20 degrees 06 minutes 03 seconds East, 81 degrees 12 minutes 27 seconds West, 92.43 feet; thence North 01 degree 42 minutes 24 seconds East, 148.05 feet; thence 54.24 feet along a curve to the left having a radius of right having a radius of 47.00 feet, said curve being subtended by a chord bearing South 148.00 fect, said curve being subtended by a chord bearing North 08 degrees 47 minutes 33 seconds West, 53.94 feet; thence North 19 degrees 17 minutes 30 seconds West, 21.05 feet; thence 48.24 feet along a curve to the 1est having a radius of 99.00 feet, said curve being subtended by a chord bearing North 33 degrees 15 minutes 03 seconds West, 47.76 feet; thence 70.92 feet along a curve to the right having a radius of 102.00 feet, said curve being subtended by a chord bearing North 27 degrees 17 minutes 25 seconds West, 69.50 feet to the Point of Beginning. South 16 degrees 11 minutes 35 seconds East, 12.65 107.89

Containing in Lakeview Condominiums, Section One, 0.79 acre, more or less

777.420 259 27.200

AND RESTRICTIONS OF HORIZONTAL PROPERTY OWNERSHIP FIFTH SUPPLEMENTAL DECLARATION OF COVENANTS HORIZONTAL PROPERTY REGIME LAKEVIEW CONDOMINIUMS

Daniel N. Ferran and Kimala A. Ferran ("Declarant"), This Fifth Supplemental Declaration, made this 4th day of October, 2002, by

WITNESSETH:

WHEREAS, the following facts are true:

real estate located in the City of Martinsville, Morgan County, Indiana, to wit: Declarant is the sole owner of the fee simple title to the following-described

SEE ATTACHED EXHIBIT A

(hereinafter referred to as "Lakeview Condominiums, Section Six".)

- the same meaning in this Supplemental Declaration. and all the terms and definitions as described therein are hereby adopted and shall have Recorder of Morgan County, Indiana on the 5th day of September, 1997, as Instrument No. 9711439, in Miscellaneous Record 148, page 335 (the "Declaration") and being revised on the 18th day of February, 1998, which Revised Declaration was recorded in the office of the Recorder of Morgan County, Indiana on the 20th day of February, 1998, as Instrument No. 9802296, in Miscellaneous Record 151, page 215 (the "Revised Declaration"). Incorporated into the Revised Declaration by reference are the Code of Laws of the Lakeview Condominiums Association are incorporated herein by reference By-Laws of Lakeview Condominiums Association. The Revised Declaration and By Horizontal Property Regime, which Declaration was recorded in the office of the On the 4th day of September, 1997, Declarant executed a Declaration of
- Horizontal Property Regime Condominiums Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates the Lakeview Condominiums, Section Six, into the Revised Declaration and as annexed to the Lakeview Condominiums Lakeview Condominiums, Section Five, to the Real Estate of the Lakeview Supplemental Declaration by Declarant. All conditions relating to the annexation of the become members of the Lakeview Condominiums Association in accordance with the conditions in Paragraphs 16 and 17 of the Revised Declaration and the filing of the Declaration provides that all or part of the Real Estate may be annexed to the Lakeview C. Lakeview Condominiums, Section Six, is part of the Real Estate described in Paragraph A and Paragraph 16 of the Revised Declaration. Paragraph 16 of the Revised Condominiums, Section One, incorporated into the Declaration, and the Owners thereof

NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

- Laws and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The Lakeview Condominiums, Section Six, hereafter and for all purposes shall be included in the definition of Real Estate as defined in Paragraph 1 (u) of the Revised Declaration. subject to the covenants, restrictions and provisions of the Revised Declaration, the B Revised Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied and made part of the Revised Declaration as if such originally had been included in the thereon, is hereby annexed to the Lakeview Condominiums Horizontal Property Regime and property of every kind and nature whatsoever, real, personal or mixed located Section Six, and other appurtenant easements, dwelling units, buildings, improvements Declarant hereby declares that the Lakeview Condominiums,
- designated on the Plat Common Area as designated on the Plat. The Common Area and the size of the units are 2. <u>Description of Lakeview Condominiums, Section Six.</u> Lakeview Condominiums, Section Six, consists of one building, numbered Building Five (6), with two units included in the building, numbered units A and B, inclusive, together with the

3. Percentage Interest. The Owner of each dwelling unit, including the owners of Sections One, Two, Three, Four, Five and Six annexed by this Supplement, shall each have a percentage interest in the Common Areas and Limited Areas and a corresponding percentage vote of 8 1/3 %.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Dwelling Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Revised Declaration, the By-Laws, and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant or occupant and all such provisions shall be covenants running with the land and shall bind any person having at any time an interest or estate in a Dwelling Unit as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plat. The plat of Section Six of the Lakeview Condominiums Horizontal Property Regime, has been recorded in the Office of the Recorder of Morgan County, Indiana, on the 20th day of August, 2002, as Instrument No. 20214050, in the Office of the Recorder of Morgan County, Indiana, and is incorporated



EXECUTED the day and year hereinabove written.

	Morgan	Indiana					
!)SS:	Company of the second of the s	Kimala A. Ferran WAA	the letter	Daniel N. Ferran	BY: Admed I France	

Before me, a Notary Public in and for the said County and State, personally appeared Daniel N. Ferran and Kimala A. Ferran who acknowledged the execution of the above and foregoing Fifth Supplemental Declaration of Covenants and Restrictions for the Lakeview Condominiums, Section Six, Horizontal Property Ownership.

Witness my hand and Notarial Seal this 8th day of 0ctober , 2002.

COUNTY OF

STATE OF

My Commission Expires:

2609

Kimberley S. Merideth

County of Residence: Notary Public / Kindberley S. Morgan Merideth

THIS INSTRUMENT PREPARED BY: Daniel N. Ferran

EXHIBIT A

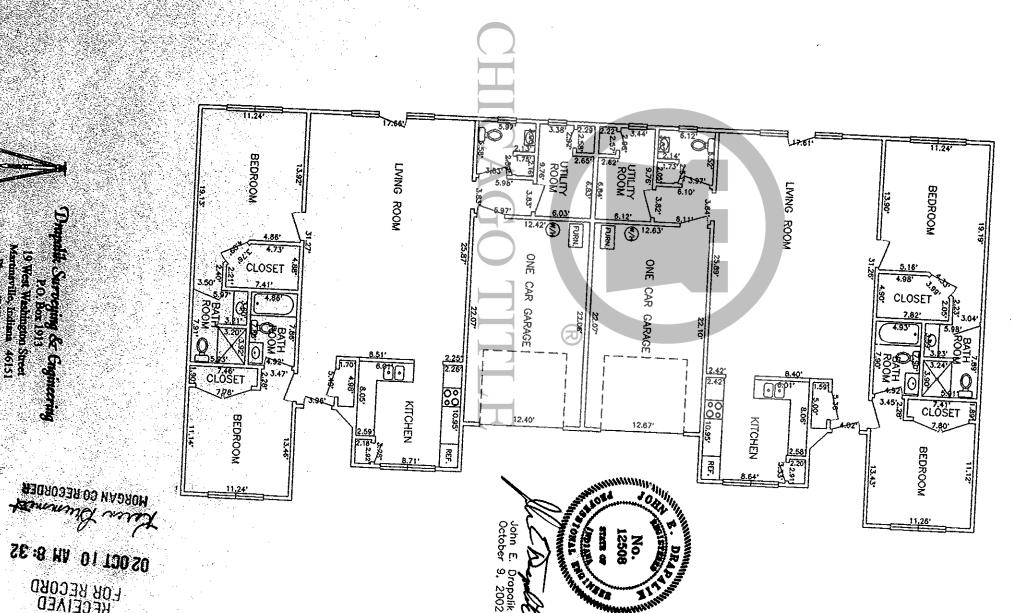
Lakeview Condominiums Section Six

DESCRIPTION: Part of the East Half of the Northeast Quarter of Section 5, Township 11 North, Range 1 East, Second Principal Meridian, Morgan County, Indiana, being more particularly described as follows:

Commencing at an iron pipe which marks the southeast corner of the Northeast Quarter iron pipe; thence North 88 degrees 35 minutes 45 seconds West, 35.27 feet to an centerline of Mary A. Nutter ditch; thence along said centerline, North 17 degrees 39 minutes 19 seconds East, 68.44 feet; thence along said centerline, North 17 degrees 39 thence continuing along said centerline, North 18 degrees 39 thence continuing along said centerline, North 01 degrees 39 thence continuing along said centerline, North 01 degrees 39 thence continuing along said centerline, North 01 degrees 39 minutes 19 seconds East, plat thereof recorded on May 15, 2001, as Instrument #20107134, in the Office of the South 88 degrees 12 minutes 27 seconds East, 131.83 feet to the southeast corner of said Condominiums, as per plat thereof recorded in Condominium Record 1, page 17; thence 24.16 feet; thence continuing along said west line of Section One of Lakeview along the west line of said Section One, South 01 degree 42 minutes 24 seconds West, tangent curve to the left having a radius of 47.00 feet, said curve being subtended by a degrees 34 minutes 13 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 19 seconds West, 45.90 feet; thence South 29 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 88 degrees 04 minutes 08 seconds West, 45.90 feet; thence North 89 degrees 04 minutes 08 seconds West, 45.90 feet; thence

Containing in Lakeview Condominiums, Section Six, 0.341 acre, more or less.

SECTION SIX OF | LAKEVIEW CONDOMINIUMS SIX, UNITS A & B)



Scale:

10

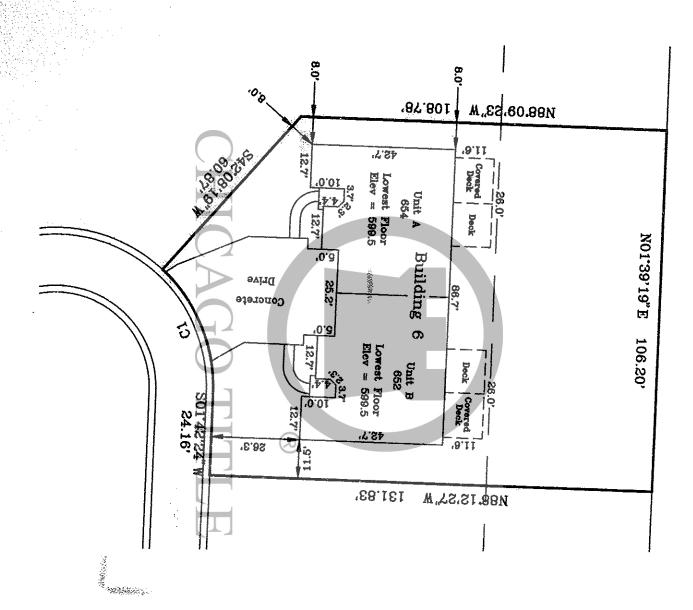
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FOR RECORD

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particularly described as follows: Principal Meridian, Morgan County, Indiana, being my of Section 5, Township 11 North, Range 1 East, Sees DESCRIPTION: Pert of the East Hall of the Horthess



CONDOMININE

