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BOOK 63 PAGE 102

DECLARATION OF CONDOMINIUM

Affecting the land and all improvements thereon known as EARTHSTONE, a condominium, lying and being in the County of Porter and State of Indiana and described as follows:

Said Legal Description being attached hereto, made a part hereof and marked as Exhibit "A".

RECITALS, INTENT AND PURPOSES

WHEREAS, KINGSRIDGE INVESTMENT INC., an Indiana Corporation, hereinafter referred to as the Developer, as owner in fee simple of the property, has plans to construct thereon a multi-family dwelling containing, among other things, four apartments, car ports, and other appurtenances and facilities, all as hereinafter described, and

WHEREAS, by this Declaration, it is intended that the above described real estate, hereinafter referred to as the "Property" in accordance with the provisions contained, shall nevertheless be subject to the benefits and burdens of a condominium and subject to the "Horizontal Property Act" of the State of Indiana, being Acts of 1963, Ch. 39, Section 1, as Amended; and

WHEREAS, the Developer is the owner in fee simple of the Property, and is the equitable owner of the following described real estate:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 35 North, Range 6 West bounded and described as follows: Commencing at a point in the North line of said Southeast Quarter (SE $\frac{1}{4}$) which is 544.0 feet West of the Northeast Corner of said Southeast Quarter (SE $\frac{1}{4}$); thence West along said North line 123.0 feet; thence South parallel to the East line of said South east Quarter (SE $\frac{1}{4}$) 1310.0 feet; thence East parallel to said North line 20.0 feet; thence North parallel to said East line 439.1 feet; thence East parallel to said North line 206.0 feet; thence North parallel to said East line 720.90 feet; thence West parallel to said North line 103.0 feet; thence North parallel to said East line 150.0 feet to the Point of Commencement. Containing 4.37 acres and subject to all legal highways and easements.

AND, it is the intention of the Developer to construct upon said real estate, in the future, multi-family dwellings and to cause said real estate as the same is developed by the construction thereon of multi-family dwellings to be annexed into the regime and subject to the terms, provisions and conditions contained in this Declaration of Condominium; and

WHEREAS, a condominium is a method of ownership which, when applied to a multi-family dwelling, provides a separate title to each residential unit, which title shall consist of an apartment and an undivided interest in and to all of the property that remains other than apartments; and

STATE OF INDIANA
PORTER COUNTY
PUBLIC RECORDS

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C. HEDGECOCK
RECORDER

WHEREAS, notwithstanding such separation of title, however, the owners, by placing the condominium plan into effect, will own with others common area property, including, without intending to limit the same to such elements thereof as the corridors, garage, parking lots, landscaped areas and related facilities used and controlled in a manner consistent both with the needs and desires of the residents and the community in which the property is located; and

WHEREAS, it is desirable, therefore, that this Declaration provide the basic requirements for such needs and provide for proper use of the Property, and that within these basic requirements, the Association hereinafter referred to, and its Board of Directors shall have the right and duty to effect the purposes of the Condominium. NOW THEREFORE,

DECLARATION

Developer hereby declares on behalf of itself, its successors, grantees and assigns to its grantees and their respective heirs, successors and assigns as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property, as follows:

The Property from and after the date of the recording of this Declaration in the Office of the Recorder of Porter County, Indiana, shall be and continue subject to each and all of the terms hereof until this Declaration is terminated, amended, or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS.

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

A. Apartment: an enclosed space consisting of one or more rooms occupying all or a part of a floor or floors in a building of one or more floors or stories and designed for residential use and separately described and designated on the floor plans filed in the Office of the Recorder of Porter County, Indiana.

B. Apartment Owner or Co-owner: must be a person or corporation who owns an apartment within the building in fee simple and an undivided interest in fee simple estate of the common and limited common areas and facilities in the percentage specified in the establishment of this Declaration.

C. Assessment: that portion of the cost of maintaining, repairing, and managing the Property which is to be paid by each co-owner, which respective portions, except as herein specifically otherwise provided, are set forth in Exhibit "A", annexed hereto and made a part hereof, or in the Articles of Incorporation and the By-Laws of the Association.

D. Association: the "Earthstone, Inc." and its successors, a corporation not for profit, organized under the laws of the State of Indiana, and copies of the Articles of Incorporation and of the By-Laws of said corporation are annexed hereto and made a part hereof as Exhibits "B" and "C" respectively.

E. Building: the entire structure to be located on the Property which will be built substantially in accordance with the plans filed with the Recorder of Porter County, Indiana, and containing two (2) or more apartments.

F. Common Areas and Facilities: means and includes:

1. The land on which the building is located;
2. The foundation, columns, girders, beams, supports, walls and roofs;
3. The yards, guest parking areas, streets, entry walls, security stations, common lights, warning devices and walks;
4. Facilities and installations providing electricity, sanitary and storm sewers, water and communication lines;
5. All other parts of the property necessary and convenient to its existence, maintenance and safety, or normally in common use.

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

1. Maintenance, management, operation, repair and replacement of the common areas and facilities and limited common areas and facilities and those parts of the apartments as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
2. Management and administration of the Association, including without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys, and other employees, if any;
3. All sums lawfully assessed against the apartment owners by the Association;
4. Expenses agreed upon as common expenses by the Association;
5. Any other items held by or in accordance with other provisions of this Declaration, the Condominium Documents, or required by statute.

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

I. Condominium Documents: this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said Exhibits are as follows:

Exhibit "A" - Legal description of property effected by this Declaration and "Floor Plan"; Site plan with typical floor plan including two story townhouse and flat apartment plan and the shares of interest attributed to the respective apartments, prepared by William J. MacKesson and filed for record in the office of the Recorder of Porter County, Indiana on the 15 day of Oct, 1975 as instrument Number: 52-114

Exhibit "B" - "Articles of Incorporation" of Earthstone Inc.

Exhibit "C" - "By-Laws" of Earthstone, Inc.

Exhibit "D" - Rules and regulations of said Association

Exhibit "E" - Deed form

Exhibit "F" - Agreement as to Taxes

Exhibit "G" - Consent to Amendment of Declaration

J. DECLARATION: That this instrument by which the property is submitted to the provisions of the "Horizontal Property Act" of the State of Indiana and as such Declaration from time to time may be lawfully amended and supplemented by and including recitals, intents and purposes.

K. DEVELOPER: KINGSRIDGE INVESTMENT, INC. its assigns and successors.

L. LIMITED COMMON AREAS AND FACILITIES: means and includes those common areas and facilities designated in the Declaration as reserved for use of certain apartment or apartments to the exclusion of the other apartments, and shall include the following:

1. The carport designated on the plans of each building, the parking areas designated on the plans for each building, and patios, balconies and attached outside facilities, attached to a particular building.

M. MAJORITY: The apartment owner or co-owners with a 51% or more of the votes in accordance with the percentages assigned in the Declarations to the apartments for voting purposes.

N. PLANS AND SPECIFICATIONS: The plans and specifications referred to in Article 1, as Exhibit "A" hereof.

O. PERSON: A natural person or corporation, capable of holding title to Real Property.

P. PROPERTY: means and includes the land, building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto.

Q. SHARE: The percentages attributed to each apartment as set forth in Exhibit "A".

II. USE OF COMMON AND LIMITED COMMON AREAS AND FACILITIES:

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

A. Covenant against Partition. In order to effectuate the intent hereof and to preserve the condominium and the condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the building is no longer tenatable, whichever first occurs.

B. Rules and Regulations Promulgated by Association. No person shall use the common areas or facilities or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the common areas and facilities to members of the Association and their respective families, guests, invitees and servants.

C. Repair of Common and Limited Common Areas and Facilities. Maintenance, repair and management and operation of the common and limited common areas and facilities shall be the responsibility of the Association, but nothing herein contained, however, shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this sub-article 2 (3) and as are approved by the Board of Directors of the Association.

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

E. Use of Common and Limited Common Areas and Facilities. Subject to the rules and regulations from time to time pertaining thereto, all apartment owners may use the common areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other apartment owners. All apartment owners having an interest in the common areas and facilities may use such areas and facilities in such manner as will not restrict, interfere with or impede the use thereof by other apartment owners having an interest therein.

F. Alterations and Improvements. The Association shall have the right to make or to cause to be made such alterations and improvements to the common and limited common areas and facilities as may be deemed necessary, provided, provided the making of such alterations and improvements are first approved by the Board of Directors of the Association, and if required by law or contract, the approval of the first

mortgages of individual units shall be obtained. In the event apartment owners or co-owners request that alterations or improvements be made, the cost of making such alterations and improvements shall be assessed as common expenses, unless in the judgment of not less than eight percent (80%) of the Board of Directors, such alterations and improvements are exclusively or substantially exclusively for the benefit of the apartment owner or owners requesting the same, in which case such requesting apartment owners or co-owners shall be assessed therefor in such proportions as they approve jointly and failing such agreement, in such proportions as may be determined by the Board of Directors of the Association.

G. Shares of Apartment Owners: The shares of the apartment owners in the common and limited common areas and facilities shall be as stated in Exhibit A annexed hereto and may be altered only by amendment hereof executed in form for recording by all of the apartment owners and first mortgagees of such owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

H. Interest in Common Areas and Facilities: The share of an apartment owner in the common and limited common areas and facilities is appurtenant to the apartment owned by him and inseparable from apartment ownership.

III. MAINTENANCE AND REPAIR OF APARTMENTS

By the Association - The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

- (a) all portions of the Apartment which contribute to the support of the building, excluding, however, plaster on interior walls and ceilings, and floor surfaces, and including, without intending to limit the same to, outside walls of the building, including glass, structural slabs, walls of the building, walls of the limited common areas and facilities and that part of the wall between apartment excepting plaster and floor surfaces, and load-bearing walls;
- (b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and communication services which may be contained in the apartment, but excluding therefrom appliances, plumbing fixtures, water tanks, heating and air conditioning units, including condenser, and including ducts and lines, and t.v. antennae, signal cable and receptacles.
- (c) All of the electrical system up to but not including the circuit breaker panel of each apartment; and the owner shall be responsible for the electrical system from and including said panel;
- (d) All incidental damage caused to an apartment by such work as may be done or caused to be done by the Association in accordance herewith.

2. By the Apartment Owner - The responsibility of the apartment owner shall be as follows:

- (a) To maintain, repair and replace at his expense, all portions of the apartment except the portions of each to be maintained, repaired and replaced by the Association; provided that the Owner shall secure the prior written approval of the Association as to the person, firm or corporations selected by the Owner to perform the maintenance, repair or replacement on behalf of the Owner;
- (b) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;
- (c) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the apartment, unless the written consent of the Association is obtained;
- (d) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- (e) Not to make any alterations in the portions of the apartment or the building which are to be maintained by the Association or to remove any portion thereof or make any additions or alterations thereto or to do anything which would or might jeopardize or impair the safety, soundness or soundproofing of the building without first obtaining the written consent of the Board of Directors of the Association and if required by law or contract, the first mortgagee of the individual unit, nor shall any apartment owner impair any easement without first obtaining the written consents of the Association and of the apartment owner or owners for whose benefit such easement exists.

3. Limitation as to Damages - Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

IV. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each apartment, together with the space within it as shown on the plans attached hereto as Exhibit "A" and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

2. Boundaries. Each apartment shall be bounded as to both horizontal and vertical boundaries as shown on the plans attached as Exhibit "A", subject to such encroachments as are contained in the building whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

(a) Horizontal Boundaries:

- (i) the face surface of the ceiling above and abutting the apartment;
- (ii) the top of the concrete slab which will be in the crawl space or basement abutting the apartment.

(b) Vertical Boundaries:

- (i) the face surfaces of the vertical boundary wall of each apartment.

3. Appurtenances. Each apartment shall include and the same shall pass with each apartment as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of an apartment owner in the property, which shall include but not be limited to:

- (a) Common and Limited Common Areas and Facilities; an undivided share of the common and limited common areas and facilities, such undivided share to be in that portion set forth in Exhibit "A";
- (b) The heating and air conditioning unit including ducts and lines, which units will be located outside the building on common ground;
- (c) easements for the benefit of the apartment;
- (d) Association membership and funds and assets held by the Association for the benefit of the apartment owner.
- (e) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other apartments;
- (f) In addition to and not in derogation of the ownership of the space described on the plans attached hereto as Exhibit "A", an exclusive easement for the use of the space not owned by the apartment owner and which is occupied by the apartment, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenatable;
- (g) The following easements from each apartment owner to each other apartment owner and to the Association:
 - (i) Ingress and Egress. Easements through the common areas and facilities for ingress and egress for all persons making use of such common areas and facilities in accordance with the terms of the Condominium Documents.
 - (ii) Maintenance, Repair and Replacement. Easements through the apartments and common areas and facilities for maintenance, repair and replacement of the apartments and common areas and facilities. Use of these easements, however, for access to the apartments shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

- (iii) Structural Support. Every portion of an apartment which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common and limited common areas and facilities;
- (iv) Utilities. Easements through the apartments and common areas and facilities for all facilities for the furnishing of utility and communication services within the building, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an apartment shall be only substantially in accordance with the plans and specifications of the building;
- (v) Emergency Easements of Ingress and Egress. Easements over all patios and balconies whenever reasonably required for emergency ingress and egress. Apartment owners shall install or allow to be installed locks, security devices or other things which will or might impair such easements only in accordance with the rules and regulations as may be promulgated by the Association.

V. USE RESTRICTIONS.

In order to provide for a congenial occupation of the Building and to provide for the protection of the values of the apartments, the use of the property shall be restricted to and be in accordance with the following provisions:

1. Use of Apartments. The apartments shall be used for single-family residences only.
2. Use of Common and Limited Common Areas and Facilities. The common areas and facilities shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the apartments.
3. Approval by Association. No apartment shall be occupied by any person not approved in advance by the Board of Directors of the Association. The Association shall signify in writing such approval or disapproval within thirty (30) days after the same is requested in writing, provided that simultaneously with such request, there is submitted to the Association the name of the person in question, its residence address and three business and three social references, together with such other information as the Association might reasonably request. Any such approval once given may not thereafter be withdrawn. Failure of the Board of Directors to disapprove within such period conclusively shall be deemed to constitute approval. The provisions in this paragraph shall not be applicable to any mortgagee or purchaser or lessee from such mortgagee as recited in Article XVII hereof.
4. Nuisances. No nuisances shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residences or which interferes with the peaceful possession and proper use of the property by its residents.

5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subject to such requirements.

6. Interpretation. In interpreting deeds, mortgages and plans the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

7. Regulations. Regulations concerning use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each apartment owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Association, are attached hereto and made a part hereof as Exhibit "D". Such regulations shall not impair or limit the rights of mortgagees, as elsewhere recited.

VI. CONVEYANCES.

The sale, leasing and mortgaging of apartments shall be subject to the following provisions until this Declaration is terminated in accordance with the provisions herein elsewhere contained, or until the building is no longer tenable, whichever first occurs:

1. Sale or Lease. No apartment owner may dispose of an apartment or any interest therein by sale or by lease without approval of the Board of Directors of the Association, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereinafter provided.

- (a) Notice to Association. An apartment owner intending to make a sale or a lease of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the apartment owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the apartment owner believes the proposal to be bona fide in all respects.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such 30-day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The apartment owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association.

2. Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Board of Directors of the Association.

VII. ADMINISTRATION.

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

1. Organization of Association. The Association shall be incorporated under the name of Earthstone, Inc. as a corporation not for profit under the laws of the State of Indiana under Articles of Incorporation of which a copy is attached as Exhibit "B".

2. By-Laws of Association. The by-laws of the Association shall be in the form attached as Exhibit "C" until such are amended in the manner therein provided.

3. Powers of Association. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Apartment Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The

powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

4. Notices. Notices or Demands, for any purpose, shall be given by the Association to apartment owners and by apartment owners to the Association and other apartment owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

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

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

VIII. INSURANCE.

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

1. Authority to Purchase. Except builder risk and other required insurance furnished by developer during construction, all insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the apartments or any of them and, if insurance companies agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment owners, the Association and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Insurance Trustee, (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. Apartment Owners. Each apartment owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article VIII 1. hereof (if the same is available) and must be obtained from an insurance company from which the Association obtains coverage against the same risk, liability or peril, if the Association has such coverage.

3. Coverage.

(a) Casualty. The building and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof

(exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
 - (ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including but not limited to, vandalism, malicious mischief, windstorm and water damage;
- (b) Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages;
 - (c) Workmens Compensation policy to meet the requirements of law;
 - (d) All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as common expenses.

5. Beneficiary of Policies. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Northern Indiana Bank & Trust Company of Valparaiso, Indiana, as Trustee, or to any other bank in Indiana with trust powers as may be approved by the Association. Such Trustee or any other bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

- (a) Common Areas and Facilities. Proceeds on account of damage to common areas and facilities -- that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit "A".
- (b) Apartments, Proceeds on account of apartments shall be held in the following undivided shares:
 - (i) partial destruction when the building is to

be restored -- for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each apartment owner shall be bound by and the Insurance Trustee may rely upon such certification.

- (ii) Total destruction of the building or where the building is not to be restored -- for all apartment owners, the share of each being that share set forth in Exhibit "A"
- (c) Mortgages. In the event a mortgagee endorsement has been issued to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their respective interest may appear.

6. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners after first paying or making provision for the payment of the expense of the Insurance Trustee in the following manner:

- (a) Reconstruction or repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances of apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.
- (b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by him.
- (c) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution. Upon the request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE.

A. If any part of the common areas and facilities shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

- 1. Partial. Partial destruction, which shall be deemed to mean destruction which does not render two-thirds or more of the apartments untenable--shall be reconstructed or repaired unless at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair,

the owners unanimously agree otherwise.

2. Total. Total destruction of one building, which shall be deemed to mean destruction which does render two-thirds or more of the apartments untenable in one building shall be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, apartment owners who in the aggregate, own fifty-one percent (51%) of shares in the Condominium regime vote against such reconstruction or repair, there shall be no reconstruction or repair.

3. Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications.

4. Continuation of Encroachments. Encroachments upon or in favor of apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the apartment owner upon whose property such encroachments exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

5. Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

B. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during construction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

3. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustees and funds collected by the Association from assessment against Apartment Owners, shall be disbursed in payment of such cost in the following manner:

- (a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.
- (b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:
- (i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the apartment owner may direct, or if there is a mortgagee endorsement, then to such payees as the apartment owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment owner to make such reconstruction or repair.
- (ii) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (iii) Association -- Major damage. If the amount of the estimated costs of reconstruction and repair of the building or other improvement done is more than the total of the annual assessments for common expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Indiana and employed by the Association to supervise the work.

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the apartment owners and their mortgages who are the beneficial owners of the fund.

(v) When the damage is to both common areas and facilities and apartments, the insurance proceeds shall be applied first to the costs of repairing the common areas and facilities and the balance to the apartments in the shares above stated.

4. Insurance Adjustments. Each apartment owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one apartment, subject to the rights of mortgages of such apartment owners.

X. TAXES AND SPECIAL ASSESSMENTS

1. Assessment of Taxes. Taxes, assessments, and other charges of the State of Indiana, or any political subdivision, or of any special improvement district, or of any other taxing or assessing authority shall be assessed against and collected on each individual apartment, and shall be paid by each owner.

2. Payment by Association. During the period of time the taxes and special assessments and other charges upon the property or any portion thereof are not assessed to individual apartment owners as aforesaid, the taxes, assessments and other charges not separately assessed to apartment owners shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each apartment owner in accordance with the percentage of ownership specified herein.

XI. ASSESSMENTS.

Assessments against the apartment owners shall be made or approved by the Board of Directors of Association and paid by the apartment owners to the Association in accordance with the following provisions:

1. Share of Expense. Common Expenses -- Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in a like share.

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the apartment owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.

3. Accounts. All sums collected by the Association from assessments may be co-mingled in a single fund but they shall be held by the apartment owners in the respective shares in which they are paid and shall be credited to accounts from which shall

be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

- (a) Common expense account -- to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of common areas and facilities;
- (b) Alteration and Improvement Account -- to which shall be credited all sums collected for alteration and improvement assessments;
- (c) Reconstruction and Repair Account -- to which shall be credited all sums collected for reconstruction and repair assessments;
- (d) Emergency Account -- to which shall be credited all sums collected for emergencies.

4. Assessment for Common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional common expenses assessments are required for the proper management, maintenance and operation of the common areas and facilities. Such annual assessments shall be due and payable in monthly installments with the first of such payments due on the second day of January in the succeeding year. The total of the assessment shall be in the amount of the estimated common expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded common expense account balances and less the estimated payments to the Association for defraying the costs of the use of common areas and facilities. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments for common expenses shall be prorated in the event the apartment is initially occupied during a year in which assessment for common expenses are made.

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

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

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

8. Assessment Roll. The assessments against all apartment owners shall be set forth upon a roll of the apartments which shall be available in the Office of the Association for inspection

at all reasonable times by apartment owners or their duly authorized representatives. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of an apartment owner's assessment account shall limit the liability of any person for whom made other than the apartment owner. The Association shall issue such certificates to such persons as an apartment owner may request in writing.

9. Liability for Assessments. The owner of an apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common area and facilities or by abandonment of the apartment for which the assessments are made. A purchaser of an apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for the assessments coming due after acquisition of title and for that portion of due assessments prorated to the period after the date title is acquired. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

10. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon

(a) The apartment and all appurtenances thereto and shall constitute a lien from the time of assessment of such common expenses prior to all other liens except only

(i) tax liens on the apartment in favor of any assessing unit and special district; and

(ii) all sums unpaid on a first mortgage of record.

(b) The Board of Directors shall perfect such lien by filing notice of the same within sixty (60) days from the date such assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanics' and materialmen's liens. In such foreclosure, the delinquent owner may be required to pay a reasonable rental for the apartment and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect such delinquent assessment. The Association may, in addition to such foreclosure action, file suit to recover a money judgment for unpaid common expenses and such action shall not constitute a waiver of the lien securing such unpaid assessment.

(c) If the Board of Directors determines to file foreclosure to collect such unpaid assessments, The board of Directors acting on behalf of the Association shall have the power to bid in the apartment at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

11. Application of Payments.

(a) Interest; Application of Payments. Assessments

and installments thereof paid on or before eight (8) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of eight percent (8%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

- (1) Suit and Collection Costs. The Board of Directors of the Association at its option may enforce collection of delinquent assessments by actions at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and the delinquent owner shall be assessed interest at the rate of eight per cent (8%) per annum and all costs, including collection fees, reasonable attorneys' fees, and the costs of the suit or proceedings.

XII. COMPLIANCE AND DEFAULT.

Each apartment owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the following relief:

- (a) Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, to an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved apartment owner.
- (b) Liability of Owner. All apartment owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.
- (c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
- (d) No Waiver of Rights. The failure of the Association or of an apartment owner to enforce any right, provision, covenants or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or apartment owner to enforce such right, provision, covenant or condition in the future.

- (e) No Election of Remedies. All rights, remedies and privileges granted to the Association or any apartment owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the condominium Documents or at law or in equity.
- (f) Rights of the City of Valparaiso. In addition to the rights of the Association and of an apartment owner, the City of Valparaiso, Porter County, Indiana may enforce by equitable action the provisions of this Declaration and the terms and conditions of the Indiana Horizontal Property Act of 1963, as amended.

XIII. AMENDMENT.

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

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

- (a) Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.
- (b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the apartment owners meeting as members of the Association and after being proposed and approved by either of such bodies must be approved by others. Directors and apartment owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five (75%) of the Directors and seventy-five percent (75%) of the apartment owners and their mortgagees.
- (c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the office of the Recorder of Porter County, Indiana. Copies of the same shall be sent to each apartment owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Association; Articles of Incorporation and By-Laws.
The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

XLV. TERMINATION.

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

1. By Agreement. The termination of the Condominium may be effected by the agreement of all apartment owners and first mortgages and all lien holders affecting any of the apartments, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the offices of the Recorder of Porter County, Indiana.

2. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership concerning that piece of property upon which said building lies shall be terminated and the Condominium Documents as to that piece of property revoked. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Recorder of Porter County, Indiana.

3. Shares of Apartment Owners after Termination. After termination of the Condominium the apartment owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the apartment or apartments formerly owned by such apartment owners shall have mortgages and liens upon the respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be as set forth in Exhibit "A". All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the apartment owners and their first mortgages in proportion of the amount of the assessments paid by each apartment owner. The costs incurred by the Association in connection with a termination shall be a common expense.

4. Sale after Termination. Following termination, the property may be partitioned and sold upon the application of any apartment owner. If the Association following a termination, by not less than a three-fourth vote of the owners, determines to accept an offer for the sale of the property, each apartment owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in the abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

5. Agents of Owners. The members of the Board of Directors acting collectively as agents for all apartment owners shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XV. COVENANTS RUNNING WITH THE LAND.

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every apartment and the appurtenances thereto; and every apartment owner and claimant of the property or any part thereof or interest therein and his heirs, executors, administrators, successors, and assigns shall be bound by all of the provisions of the Condominium Documents.

XVI. LIENS.

1. Protection of Property. All liens against an apartment other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an apartment shall be paid before becoming delinquent.
2. Notice of Lien. An apartment owner shall give notice to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.
3. Notice of Suit. Apartment owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his apartment or any other part of the property, such notice to be given within five (5) days after the apartment owner receives notice thereof.
4. Effect. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.
5. Register of Mortgages. The Association shall maintain a register of all permitted mortgages.

XVII. JUDICIAL SALES

1. Judicial Sales. No judicial sale of any apartment nor any interest therein shall be valid unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the office of the Recorder of Porter County, Indiana.
2. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.
3. Foreclosure. In the event proceedings are instituted to foreclose any mortgage on any apartment, the Association on behalf of one or more apartment owners, shall have the right to redeem from the mortgage for the amount due thereon or to purchase such apartment at the foreclosure sale for the amount set forth to be due by the mortgage in the foreclosure proceedings, and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any apartment, and such lending institution shall have an unrestricted, absolute right to accept title to the apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Indiana and to bid upon said apartment at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the institution of foreclosure proceedings during which thirty (30) days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such

mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such apartment and occupy the same and let, relet, sell and resell the same without complying with the restrictions limiting the occupation of said property to persons approved by the Association. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the apartment for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of past-due assessment.

VIII. PROVISIONS PERTAINING TO DEVELOPER.

For so long as the Developer continues to own any of the apartments, or until such time as the sites set forth in page one (1) of this Declaration are developed by the construction of apartment buildings subject to this Declaration, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an apartment owner to pay assessments as to each apartment owned by it, in accordance with the Condominium Documents.

1. Control of Developer. For so long as the Developer owns any of the apartments, or until such time as the sites set forth in page one (1) of this Declaration are developed by the construction of apartment buildings, a majority of the Board of Directors of the Association shall be elected by the vote of the Developer and such members as may be elected by the Developer need not be residents, or owners, or apartments.

2. Absence of Warranty. The Developer specifically disclaim any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of common expenses are deemed accurate, but no warranty of guaranty is made nor intended, nor may one be relied upon.

XIX. INVALID OR UNENFORCEABLE PROVISIONS.

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

XX. APARTMENT DEEDS.

Any transfer of an apartment shall include all appurtenances thereto whether or not specifically described.

XXI. AMENDMENTS AGREED TO BY OWNERS.

In order to assure a uniform and harmonious use of the real estate adjoining the property subject to this Declaration, all owners and mortgagees of apartments recognize and agree that the Developer intends to construct additional buildings in the future on such adjoining property and that the sites upon which such buildings are erected will be subject to the terms, provisions, covenants and agreements set forth in this Declaration by amendment describing such building sites. By the execution of a purchase agreement, or the acceptance of a deed as to an apartment, the owner and mortgagee do irrevocably consent and agree to the amendment of this Declaration so as to include such properties to be developed in the future. For informational purposes and clarification, the legal descriptions of the sites proposed for future development are

set forth on page one (1) of this Declaration. Failure of an owner or mortgagee to consent and execute required documents shall be deemed a default, subject to the provisions of Article XII.

XXII. CAPTIONS.

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

XXIII. GENDER, SINGULAR, PLURAL.

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

XXIV. SENVABILITY.

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

IN WITNESS WHEREOF, the Developer has executed this Declaration this 11 day of March, 1975.

KINGSRIDGE INVESTMENT, INC.

BY James R. Harrington
PRESIDENT - JAMES R. HARRINGTON

ATTEST:

James Briney
SECRETARY - JAMES BRINEY

PARCEL #1 Common Area

A parcel of land in the SE 1/4 of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE 1/4 which lies 667.00 feet West of the Northeast corner of said SE 1/4; thence S 00°-00'-00" along a line parallel with the East line of the said SE 1/4, 168.00 feet to the point of beginning; thence East 90°-00'-00", 92.92 feet; thence S 01°-45'-00" S, 71.09 feet; thence S 03°-00'-00" E, 56.72 feet; thence S 87°-00'-00" W, 20.83 feet; thence N 03°-00'-00" W, 3.00 feet; thence West 90°-00'-00", 77.00 feet; thence North 00°-00'-00", 123.81 feet to the point of beginning, containing 0.704 acres, more or less.

PARCEL #2 Ingress Egress Area

A parcel of land in the SE 1/4 of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as beginning at a point on the North line of said SE 1/4 which lies 591.00 feet West of the Northeast corner of said SE 1/4; thence S 00°-02'-13" W, 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = 38°-37'-04", a distance of 28.85 feet along said curve; thence S 38°-34'-51" E, 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = 36°-49'-51", a distance of 89.78 feet along said curve; thence S 01°-45'-00" E, 69.49 feet; thence S 03°-00'-00" E, 57.00 feet; thence S 87°-00'-00" W, 25.50 feet; thence N 03°-00'-00" W, 56.72 feet; thence N 01°-45'-00" W, 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = 49°-05'-42", a distance of 22.51 feet along said curve; thence N 50°-50'-42" W, 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = 50°-52'-55", a distance of 93.34 feet along said curve; thence N 00°-02'-13" E, 55.00 feet to the North line of said SE 1/4; thence East along said North line, 46.00 feet to the point of beginning.

PARCEL #3A Limited Common Area

A parcel of land in the SE 1/4 of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE 1/4 which lies 667.00 feet West of the Northeast corner of said SE 1/4; thence South 00°-00'-00" along a line parallel with the East line of said SE 1/4, 168.00 feet; thence East 90°-00'-00", 92.92 feet; thence S 01°-45'-00" E, 71.09 feet; thence S 03°-00'-00" E, 14.72 feet to the point of beginning; thence continuing S 03°-00'-00" E, 42.00 feet; thence S 87°-00'-00" W, 20.83 feet; thence N 03°-00'-00" W, 42.00 feet; thence N 87°-00'-00" E, 20.83 feet to the point of beginning, containing 0.020 acres, more or less.

STATE OF INDIANA)
COUNTY OF PORTER)

SS

Date February 5, 1975

This is to certify that I have surveyed the above described parcels according to the official records and that this Plat correctly represents said survey.

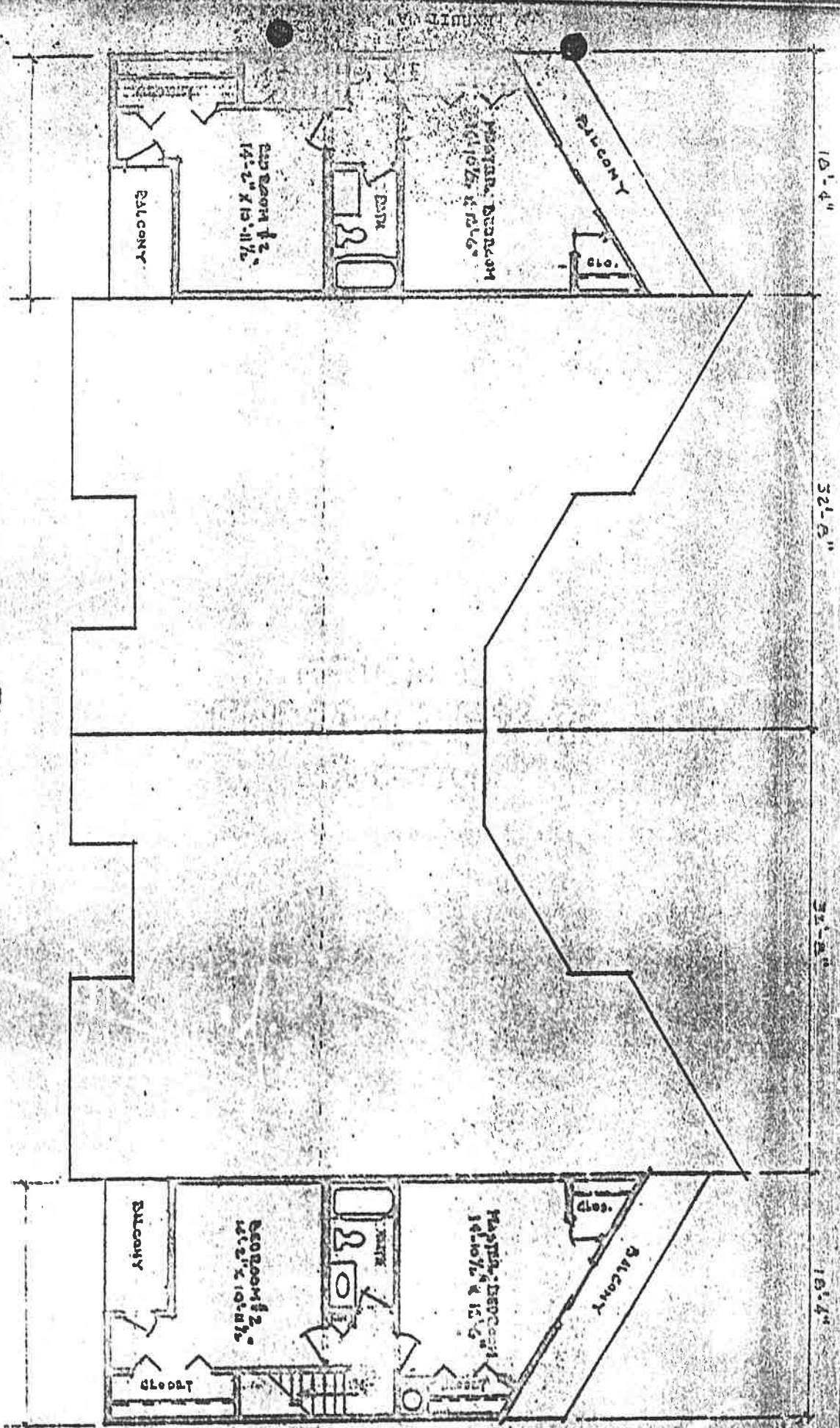
William T. Mamelson

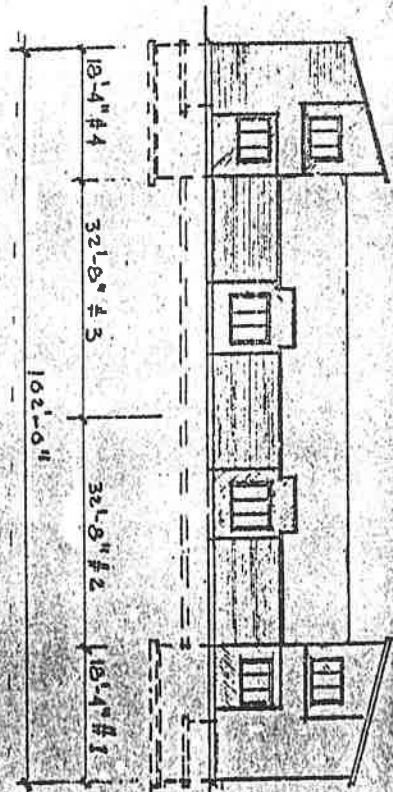
William T. Mamelson
Indiana Registered Land Surveyor No. 10135



EXHIBIT "A"

Second Floor Plan 1/8" = 1'-0"





FRONT ELEVATION

18'-4" #4
32'-8" #3
32'-8" #2
18'-4" #1
102'-0"

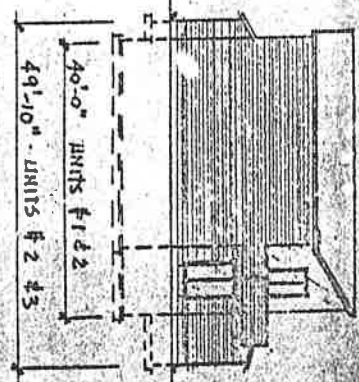
HIGH POINT ELEV. = 827.75'

SECOND FLOOR ELEV. 814.75'

FIRST FLOOR ELEV. 805.81'

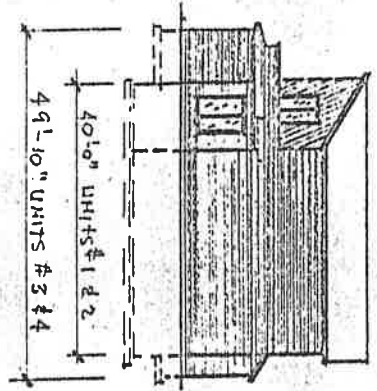
CRAWL SPACE ELEV. = 801.83'

BASEMENT ELEV. = 797.50'



RIGHT END ELEVATION

40'-0" UNITS #1 & 2
49'-10" UNITS #3 & 4



LEFT END ELEVATION

40'-0" UNITS #1 & 2
49'-10" UNITS #3 & 4

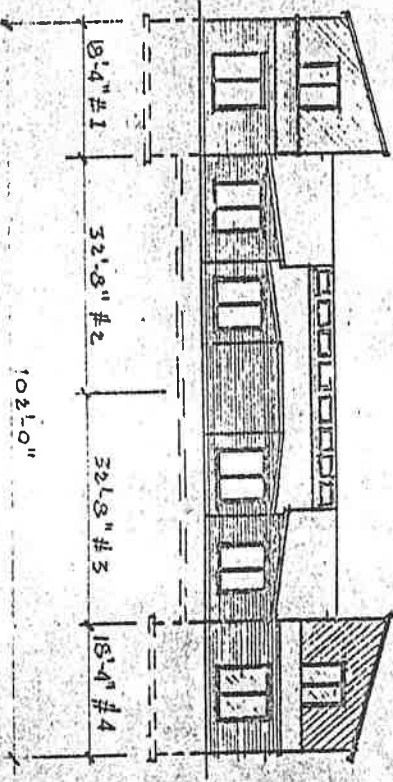
HIGH POINT ELEV. = 827.75'

SECOND FLOOR ELEV. = 814.75'

FIRST FLOOR ELEV. = 805.81'

CRAWL SPACE ELEV. = 801.83'

BASEMENT ELEV. = 797.50'



REAR ELEVATION

102'-0"
18'-4" #1
32'-8" #2
32'-8" #3
18'-4" #4

BUILDING #1 ELEVATIONS

STATE OF INDIANA)
COUNTY OF PORTER) SS

Date MARCH 15, 1975

I, William T. Mamelson, registered Professional Engineer Number 8597 in accordance with the laws of the State of Indiana, hereby certify that the portions of the building plans shown hereon are an accurate copy of the plans of the building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.



William T. Mamelson
William T. Mamelson
Indiana Registered Land Surveyor
Number 10135

STATE OF INDIANA)
COUNTY OF PORTER) SS

Date MARCH 15, 1975

I hereby certify that the sanitary sewer easements and the sanitary sewer shown hereon do not interfere with any existing buildings or proposed buildings as shown on the plans as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.



William T. Mamelson
William T. Mamelson
Indiana Registered Land Surveyor
Number 10135

PARCEL #12 Common Area

A parcel of land in the SE¼ of Section 13, Township 35, North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE¼ which lies 667.00 feet West of the Northeast corner of said SE¼; thence S 00°-00'-00" along a line parallel with the East line of the said SE¼, 592.62 feet to the point of beginning; thence S 89°-57'-47" E, 101.25 feet; thence S 45°-00'-00" W, 8.49 feet; thence S 00°-00'-00" 53.0 feet; thence S 45°-00'-00" E, 8.49 feet thence S 00°-00'-00" 30.85 feet; S 50°-00'-00" W, 56.24 feet; thence W 90°-00'-00" 10.00 feet thence N 00°-00'-00" 19.75 feet; thence N 89°-57'-47" W, 48.107 feet; thence N 00°-00'-00" 112.28 feet to the point of beginning, containing .228 acres, more or less.

PARCEL #13 Ingres Egress Area

A parcel of land in the SE¼ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as beginning at a point on the North line of said SE¼ which lies 591.00 feet West of the Northeast corner of said SE¼; thence S 00°-02'-13" W, 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = 38°-37'-04", a distance of 28.85 feet along said curve; thence S 38°-34'-51" E, 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet; deflection angle = 36°-49'-51", a distance of 89.78 feet along said curve; thence S 01°-45'-00" E, 69.49 feet; thence S 03°-00'-00" E, 118.53 feet; thence S 00°-00'-00" 246.07 feet; thence S 45°-00'-00" W, 8.49 feet; thence S 00°-00'-00" 35.00 feet; thence S 45°-00'-00" E, 8.49 feet; thence S 00°-00'-00" 124.75 feet; thence N 89°-57'-47" W, 68.58 feet; thence N 00°-00'-00" 14.00 feet; thence W 90°-00'-00" 10.00 feet; thence N 00°-00'-00" 35.00 feet; thence E 90°-00'-00" 10.00 feet; thence N 50°-00'-00" E 56.24 feet; thence N 00°-00'-00" 30.85 feet; thence N 45°-00'-00" W 8.49 feet; thence N 00°-00'-00" 53.00 feet; thence N 45°-00'-00" E 8.49 feet; thence N 00°-00'-00" 236.03 feet; thence N 03°-00'-00" W, 117.67 feet; thence N 01° 45'-00" W, 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet; tangent = 12.00 feet deflection angle = 49°-05'-42", a distance of 22.81 feet along said curve; thence N 50°-50'-42" W 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = 50°-52'-55", a distance of 93.34 feet along said curve; thence N 00°-02'-13" E 55.00 feet to the North line of said SE¼; thence East along said North line, 46.00 feet to the point of beginning.

PARCEL #14 Limited Common Area

A parcel of land in the SE¼ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE¼ which lies 667.00 feet West of the Northeast corner of said SE¼; thence S 00°-00'-00" along a line parallel with the East line of the said SE¼ 592.62 feet; thence S 89°-57'-47" E 101.25 feet; thence S 45°-00'-00" W 8.49 feet; thence S 00°-00'-00" 53.0 feet; thence S 45°-00'-00" E 8.49 feet; thence S 00°-00'-00" 30.85 feet; thence S 50°-00'-00" W 5.00 feet to the point of beginning; thence N 40°-00'-00" W 20.00 feet; thence S 50°-00'-00" W 20.00 feet; thence S 40°-00'-00" E 20.00 feet; thence N 50°-00'-00" E 20.00 feet to the point of beginning, containing .009 acres more or less.

STATE OF INDIANA)
) SS
COUNTY OF PORTER)

DATE Oct-6-1975

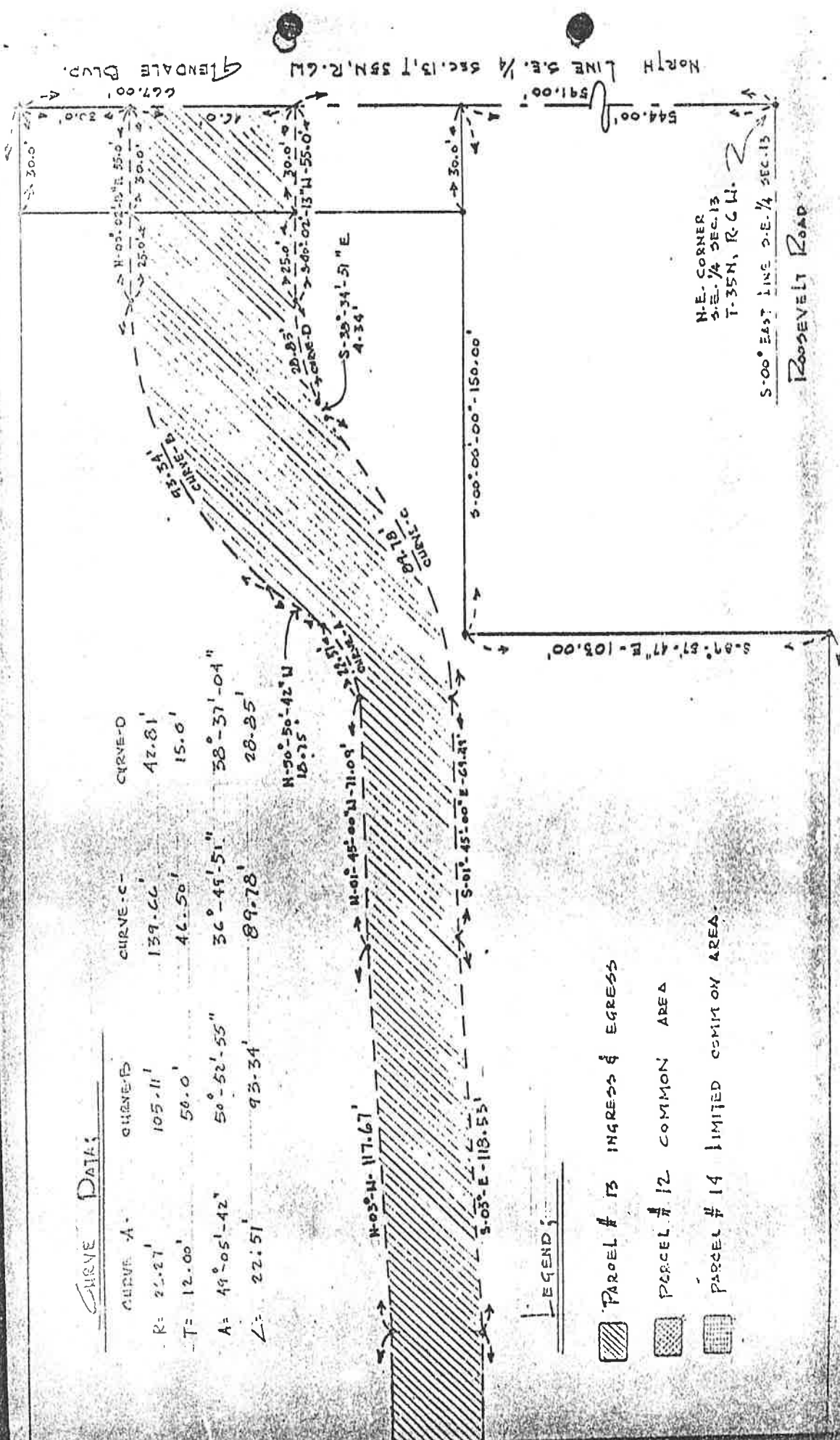
This is to certify that I have surveyed the above described parcels according to the official records and that this Plat correctly represents said survey.

William T. Mammelson
William T. Mammelson






CURVE DATA:

CURVE A.	CURVE B.	CURVE C.	CURVE D.
R: 22.27'	105.11'	139.66'	42.81'
T: 12.00'	56.0'	46.50'	15.0'
A: 49°-05'-42"	50°-52'-55"	36°-49'-51"	58°-37'-04"
L: 22.51'	93.34'	89.78'	28.25'

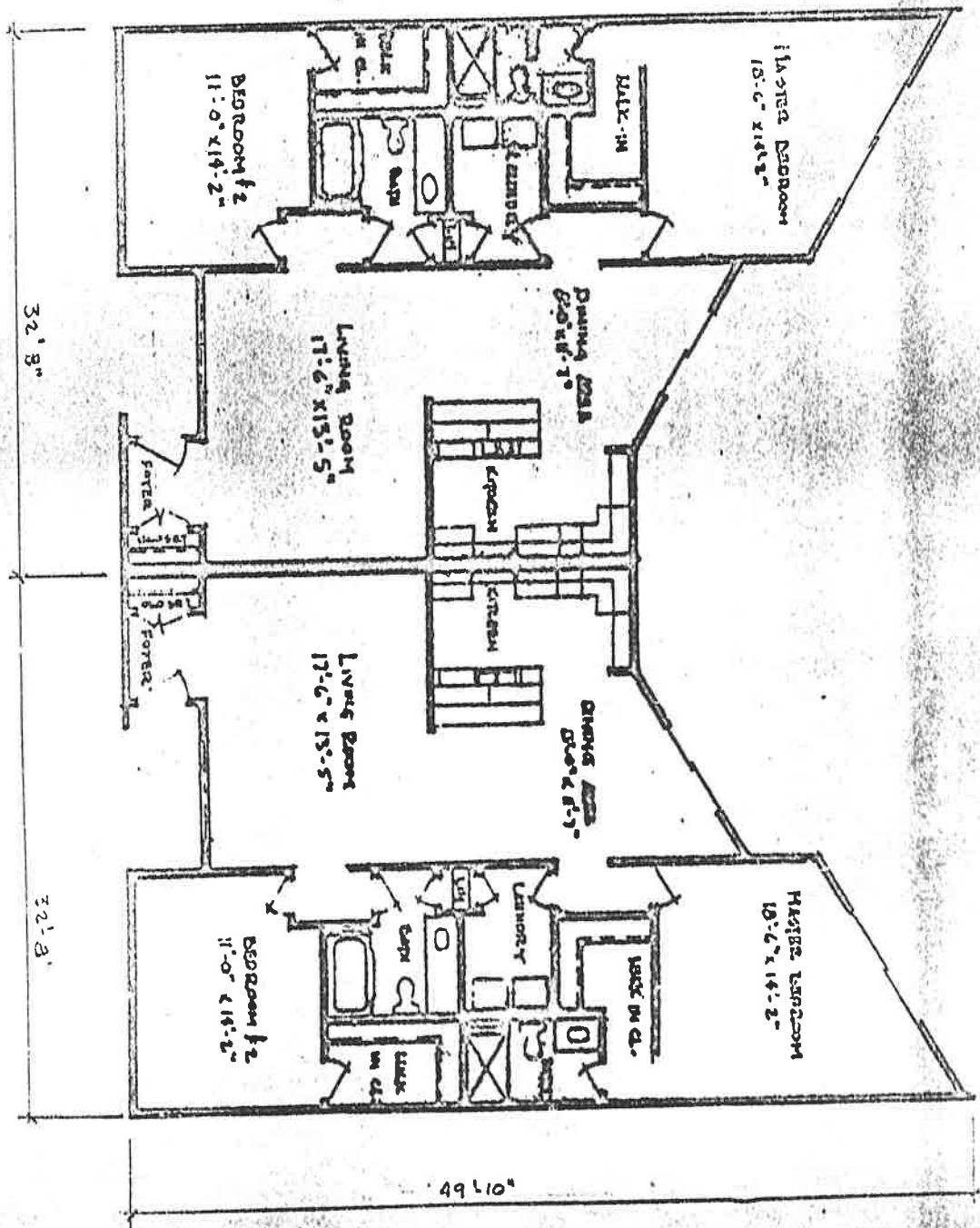


LEGEND:

-  PARCEL # 13 INGRESS & EGRESS
-  PARCEL # 12 COMMON AREA
-  PARCEL # 14 LIMITED COMMON AREA

N-E CORNER
S.E. 1/4 SEC. 13
T-35N, R-6H. 2
S-00° EAST LINE S.E. 1/4 SEC. 13
ROOSEVELT ROAD

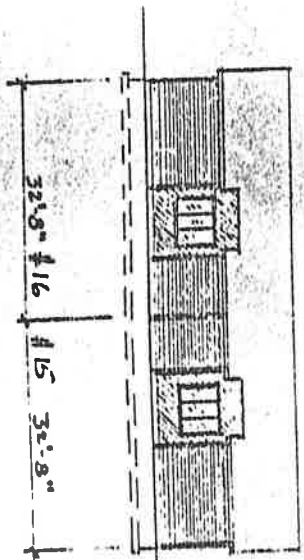
NORTH LINE S.E. 1/4 SEC. 13, T 35N, R. 6W
GLENDALE BLVD.



First Floor Plan 10-1-00

49 L 10"

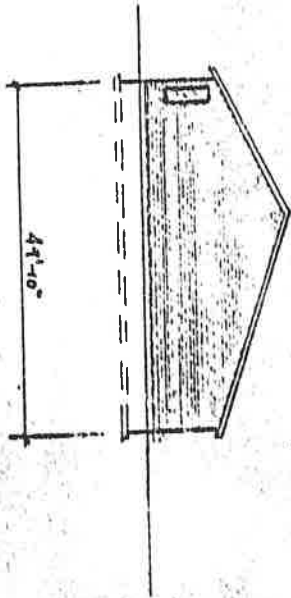
EXHIBIT "A"



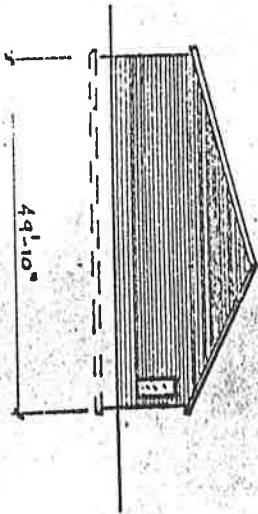
FRONT ELEVATION

F1 Point = 821.49

FIR. LINE = 825.31
C.S. ELEV = 701.83



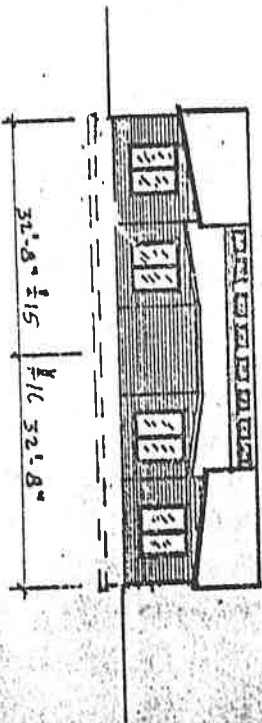
RIGHT END ELEVATION



LEFT ELEVATION

HIGH POINT ELEV = 821.49

FLOOR LINE ELEV = 825.31
CEILING SPACE ELEV = 821.83



REAR ELEVATION

PARCEL #15 Common Area

A parcel of land in the SE¼ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE¼ which lies 544.00 feet West of the Northeast corner of said SE¼; thence S 00°-00'-00" 150.00 feet; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 720.90 feet; thence N 89°-57'-47" W 86.833 feet to the point of beginning; thence N 00°-00'-00" 97.25 feet; thence N 89°-57'-47" W 81.00 feet; thence S 00°-00'-00" 97.25 feet; thence S 89°-57'-47" E 81.00 feet to the point of beginning containing .181 acres more or less.

PARCEL #16 Ingres Egress Area

A parcel of land in the SE¼ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as beginning at a point on the North line of said SE¼ which lies 591.00 feet West of the Northeast corner of said SE¼ thence S 00°-02'-13" W 55.00 feet; thence Southwesterly along a circular curve being convex to the Southwest whose radius = 42.81 feet, tangent = 15.00 feet; deflection angle = 38°-37'-04", a distance of 28.85 feet along said curve; thence S 38°-34'-51" E 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = 36°-49'-51", a distance of 89.78 feet along said curve; thence S 01°-45'-00" E 69.49 feet; thence S 03°-00'-00" E 118.53 feet; thence S 00°-00'-00" 246.07 feet; thence S 45°-00'-00" W 8.49 feet; thence S 00°-00'-00" 35.00 feet; thence S 45°-00'-00" E 8.49 feet; thence S 00°-00'-00" 124.75 feet; thence N 89°-57'-47" W 68.58 feet; thence N 00°-00'-00" 14.00 feet; thence W 90°-00'-00" 10.00 feet; thence N 00°-00'-00" 35.00 feet; thence E 90°-00'-00" 10.00 feet; thence N 50°-00'-00" E 56.24 feet; thence N 00°-00'-00" 30.85 feet; thence N 45°-00'-00" W 8.49 feet; thence N 00°-00'-00" 51.00 feet; thence N 45°-00'-00" E 8.49 feet; thence N 00°-00'-00" 236.03 feet; thence N 03°-00'-00" W 117.67 feet; thence N 01°-45'-00" W 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = 49°-05'-42", a distance of 22.51 feet along said curve; thence N 50°-50'-02" W 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = 50°-52'-55", a distance of 93.34 feet along said curve; thence N 00°-02'-13" E 55.00 feet to the North line of said SE¼; thence East along said North line, 46.00 feet to the point of beginning.

PARCEL #17 Limited Common Area

A parcel of land in the SE¼ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE¼ which lies 544.00 feet West of the Northeast corner of said SE¼; thence S 00°-00'-00" 150.00 feet; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 720.90 feet; thence N 89°-57'-47" W 86.833 feet; thence N 00°-00'-00" 97.25 feet; thence N 89°-57'-47" W 20.00 feet to the point of beginning; thence S 00°-02'-13" W 20.00 feet; thence N 89°-57'-47" W 30.00 feet; thence N 00°-02'-13" E 20.00 feet; thence S 89°-57'-47" E 30.00 feet; to the point of beginning, containing .014 acres more or less.

STATE OF INDIANA)

) SS

DATE

Oct-6-1975

COUNTY OF PORTER)

This is to certify that I have surveyed the above described parcels according to the official records and that this Plat correctly represents said survey.

William T. Mamelson

William T. Mamelson

Indiana Registered Land Surveyor No. 10135



EXHIBIT "A"

N-89°57'-47" W-86.833' → S-89°57'-47" E-81.0' →

N-00°00'-00"-97.25' ←

5-00°00'-00"-97.25' →

N-00°00'-00"-35.0' →

E-90°00'-00"-10.0' →

N-45°11'-8.49' →

N-00°00'-00"-53.00' →

N-45°11'-8.49' →

N-00°00'-00"-256.03' →

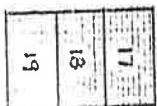
S-45°11'-8.49' ←

S-00°00'-00"-246.07' ←




S-45°11'-8.49' ←

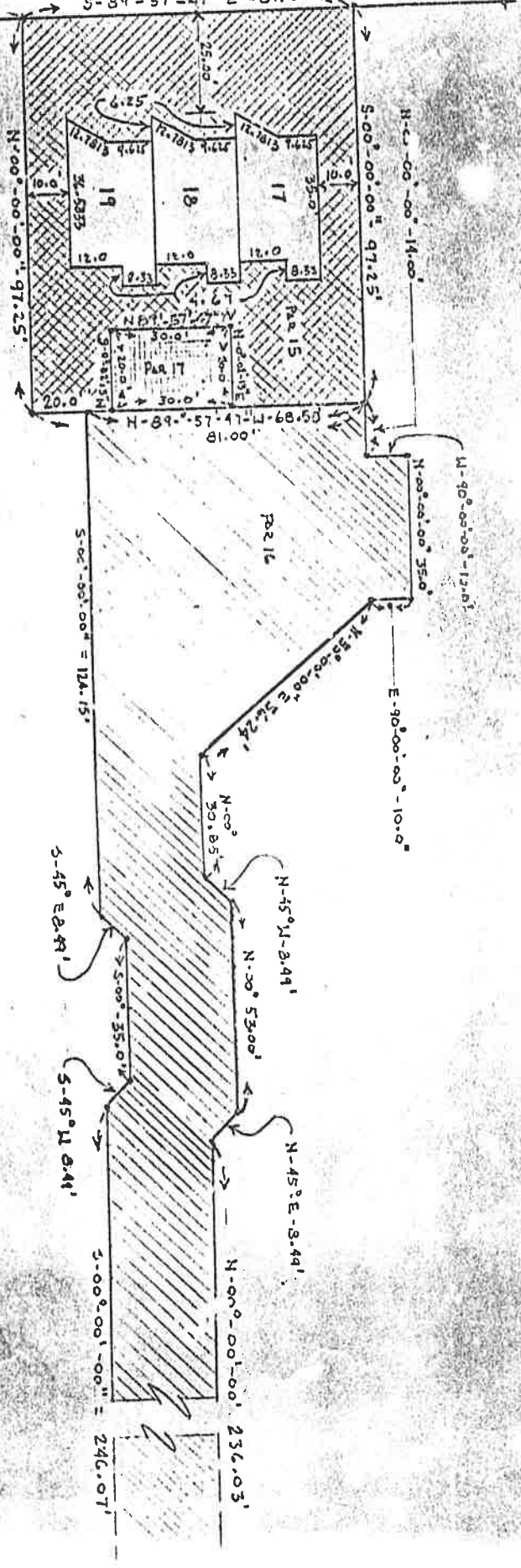
S-00°00'-00"-124.15' ←

3-00°00'-00"-120.4' ←



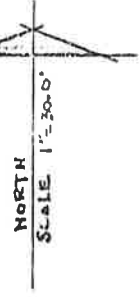
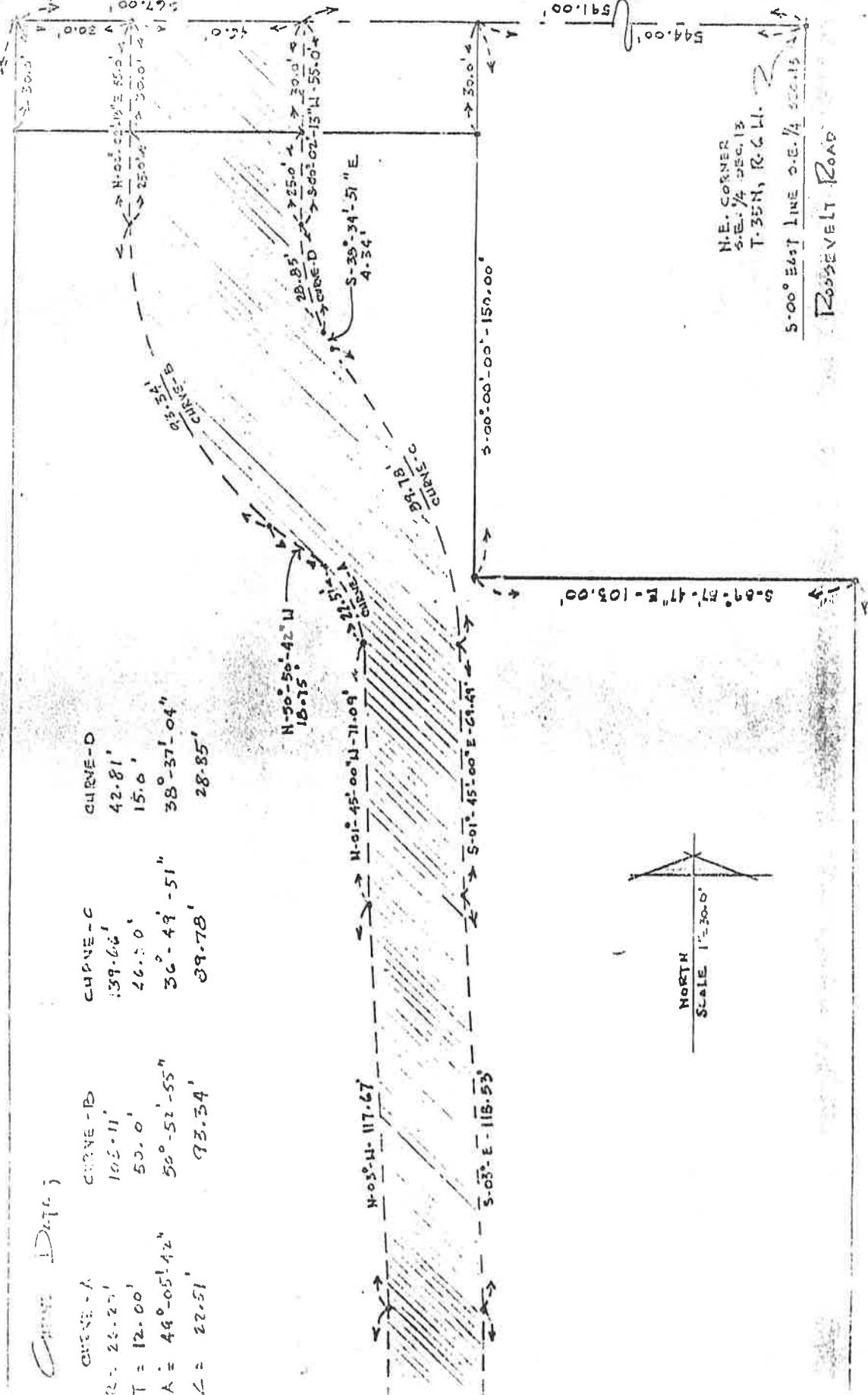
THE LIMITED COMMON
PARKING AREA AS NUMBERED
IS FOR THE SOLE USE OF
CORRESPONDING NUMBERED
LIVING UNIT

-  PARCEL # 16 INTEREST & EGRS
-  PARCEL # 15 COMMON AREA
-  PARCEL # 17 LIMITED COMMON



Curve Data

CURVE - A	CURVE - B	CURVE - C	CURVE - D
R = 24.25'	105.11'	139.66'	42.81'
T = 12.00'	50.0'	46.50'	15.0'
A = 44°-05'12"	50°-52'-55"	36°-49'-51"	38°-37'-04"
L = 22.51'	93.34'	89.78'	28.85'



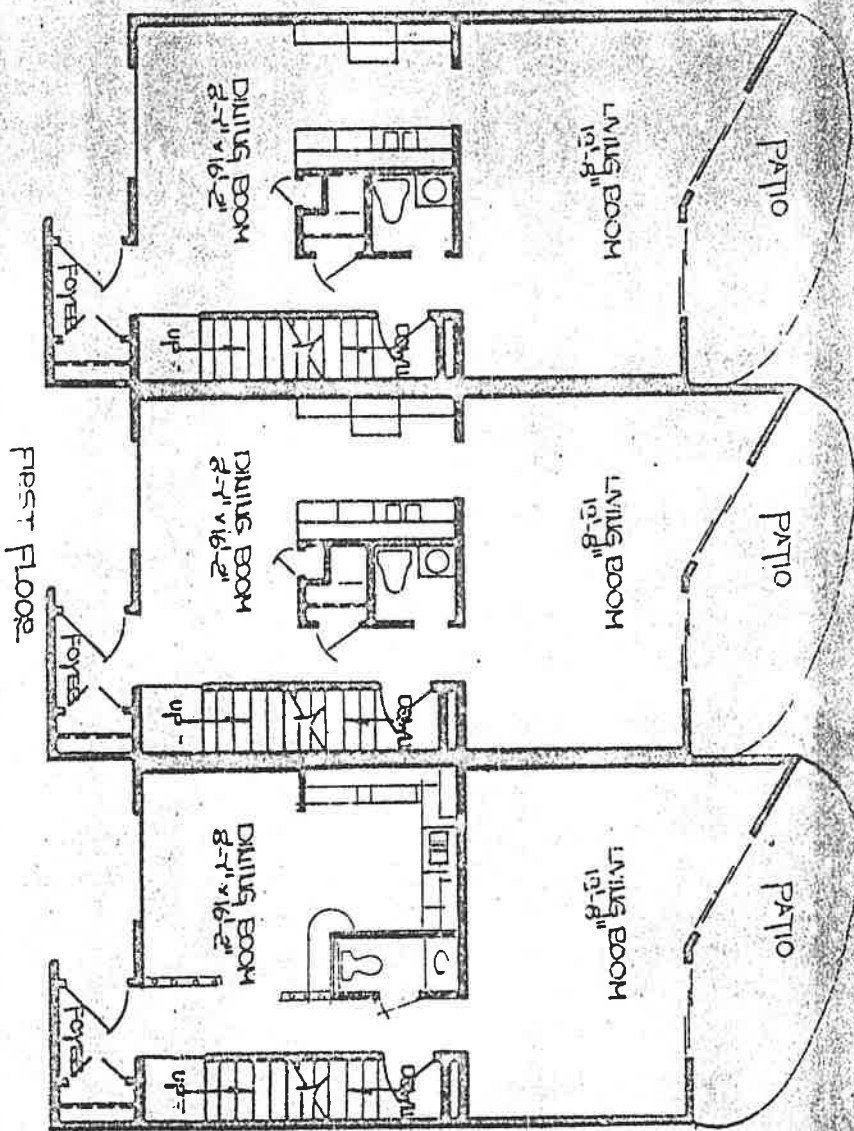
N.E. CORNER
S.E. 1/4 SEC. 13
T. 35N, R. 6W.

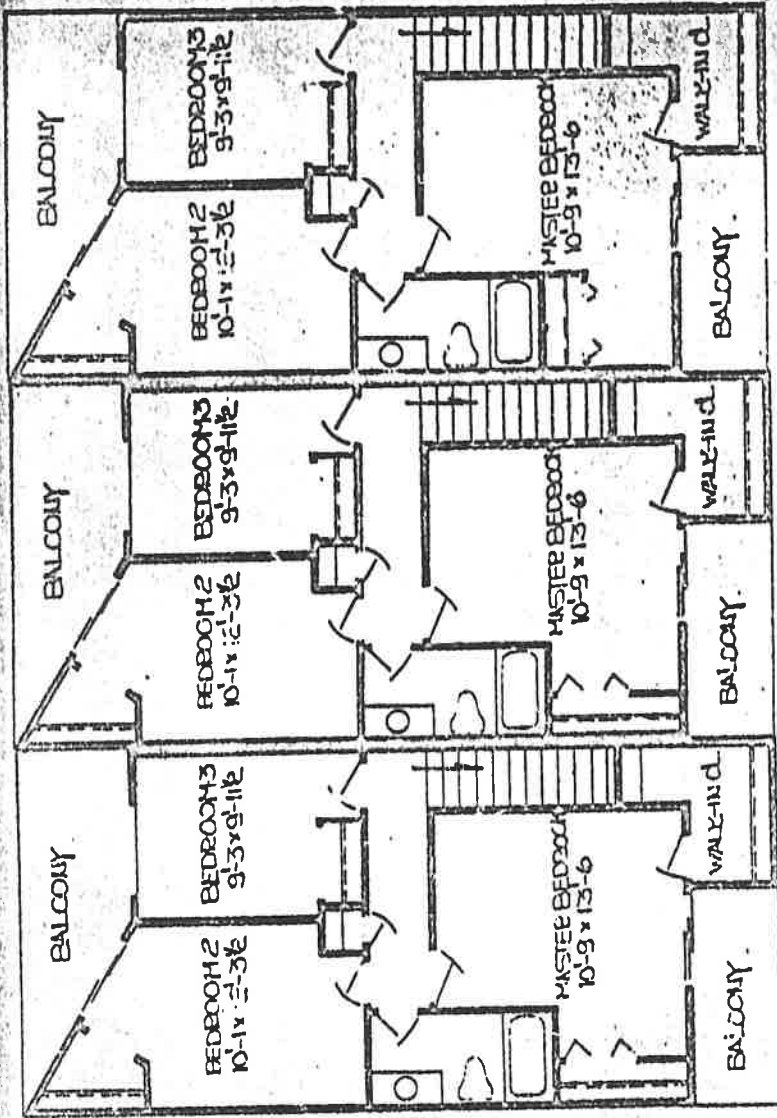
5.00° EAST LINE D.E. 1/4 SEC. 15
ROSSEVELT ROAD

HOLCH LINE D.E. 1/4 SEC. 13, 12, 11, 10, 9, 8, 7, 6, 5, 4, 3, 2, 1
MENDALE BLVD.

APRISTONE

THREE BEDROOM TOWNHOUSE

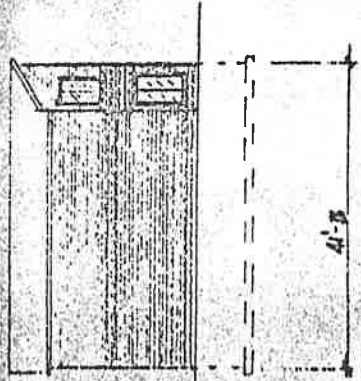




SECOND FLOOR

THREE BEDROOM TOWNHOUSE

EARTHSTONE



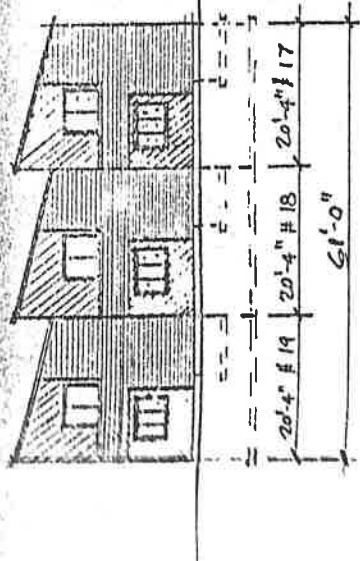
RIGHT END

HIGH POINT = 826.76

2ND FLR LNS = 813.26

1ST FLR LNS = 804.31

BASE FLR = 796.00



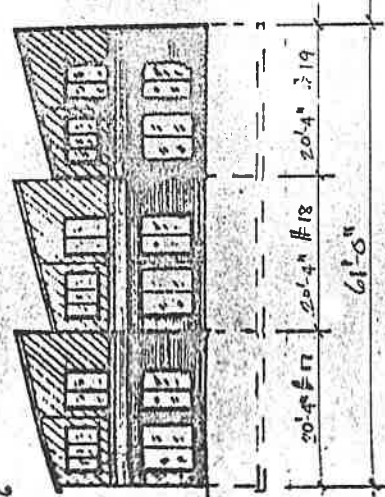
FRONT ELEVATION

HIGH POINT = 826.76

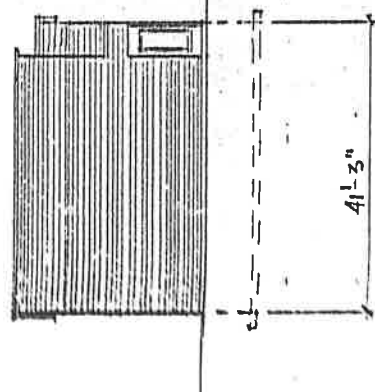
2ND FLR = 813.26

1ST FLR = 804.31

BASE FLR = 796.00



REAR ELEVATION



LEFT END



Indiana Registered Land Surveyor No. 10133
William T. Mamelton

William T. Mamelton
correctly represents said survey.

This is to certify that I have surveyed the above described parcels according to the official records and that this plat

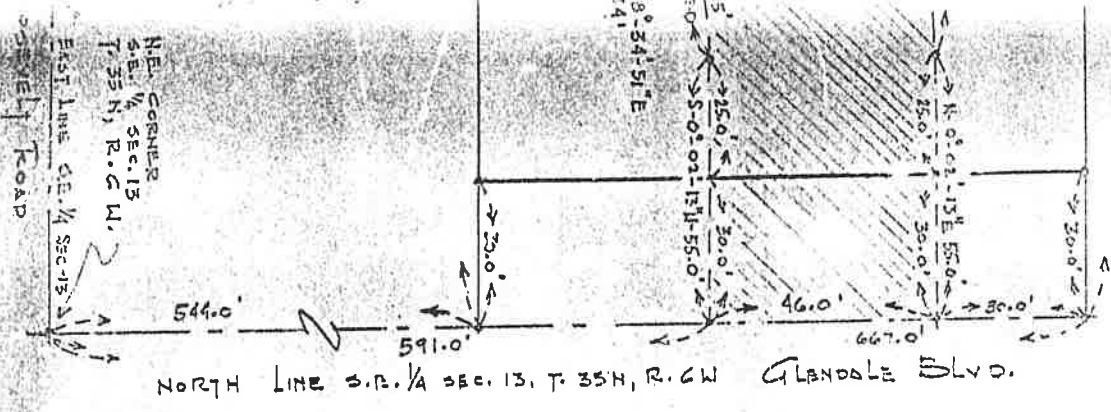
STATE OF INDIANA)
COUNTY OF PORTER)
SS Date




Oct - 6 - 1915

PARCEL #24 Limited Common Area
A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE $\frac{1}{4}$ which lies 544.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-00'-00" along a line parallel with the East line of said SE $\frac{1}{4}$; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" E 197.94 feet; thence N 89°-57'-47" W 99.67 feet; thence S 03°-00'-00" E 7.94 feet; thence S 00°-00'-00" 2.06 feet to the point of beginning; thence S 00°-00'-00" 40.00 feet; thence N 00°-00'-00" 20.00 feet to the point of beginning, containing .0184 acres more or less.

PARCEL #8 Ingress Egress Area
A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as beginning at a point on the North line of said SE $\frac{1}{4}$ which lies 591.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-02'-13" W 55.00 feet; thence Southeast along a circular curve; being convex to the Southwest whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = 38°-37'-04", a distance of 28.85 feet along said curve; thence S 38°-34'-51" E 4.34 feet; thence Southeast along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = 36°-49'-51", a distance of 89.78 feet along said curve; thence S 01°-45'-00" E 69.49 feet; thence S 03°-00'-00" E 110.59 feet, thence N 89°-57'-47" W 23.50 feet; thence N 00°-00'-00" 115.07 feet; thence N 03°-00'-00" W 117.67 feet; thence N 01°-45'-00" W 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = 49°-05'-42", a distance of 22.51 feet along a said curve; thence N 50°-50'-42" W 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = 50°-52'-53", a distance of 93.34 feet along said curve; thence N 00°-02'-13" E 55.00 feet to the North line of said SE $\frac{1}{4}$; thence East along said North line 46.00 feet to the point of beginning.

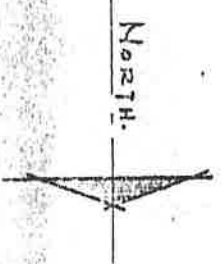
PARCEL #23 Common Area
A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE $\frac{1}{4}$ which lies 544.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-00'-00" along a line parallel with the East line of said SE $\frac{1}{4}$; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 197.94 feet to the point of beginning; thence N 89°-57'-47" W 99.67 feet; thence S 03°-00'-00" E 7.94 feet; thence S 00°-00'-00" 20.00 feet to the point of beginning; thence S 00°-00'-00" 40.00 feet; thence N 00°-00'-00" 20.00 feet to the point of beginning, containing .280 acres more or less.



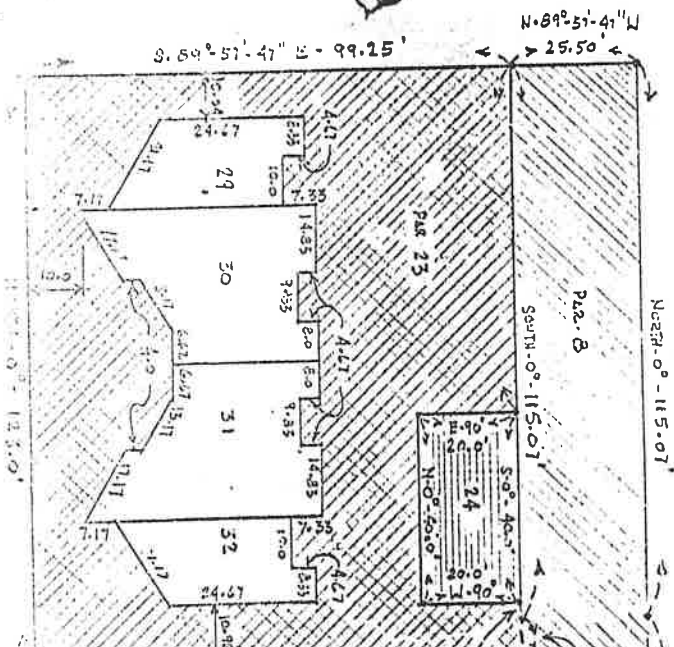
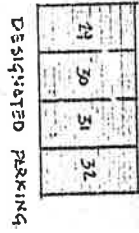
- LEGEND:
-  PARCEL = 23 - COMMON AREA.
 -  PARCEL = 24 - LIMITED COMMON AREA
 -  PARCEL = 24 - LIMITED COMMON AREA

CURVE DATA:

CURVE - A	CURVE - B	CURVE - C	CURVE - D
R = 26.23'	R = 105.11'	R = 159.66'	R = 42.81'
T = 12.0'	T = 50.0'	T = 46.50'	T = 15.0'
A = 49° 05' 42"	A = 50° 52' 55"	A = 36° 44' 51"	A = 38° 37' 04"
L = 22.51'	L = 43.34'	L = 89.78'	L = 28.55'

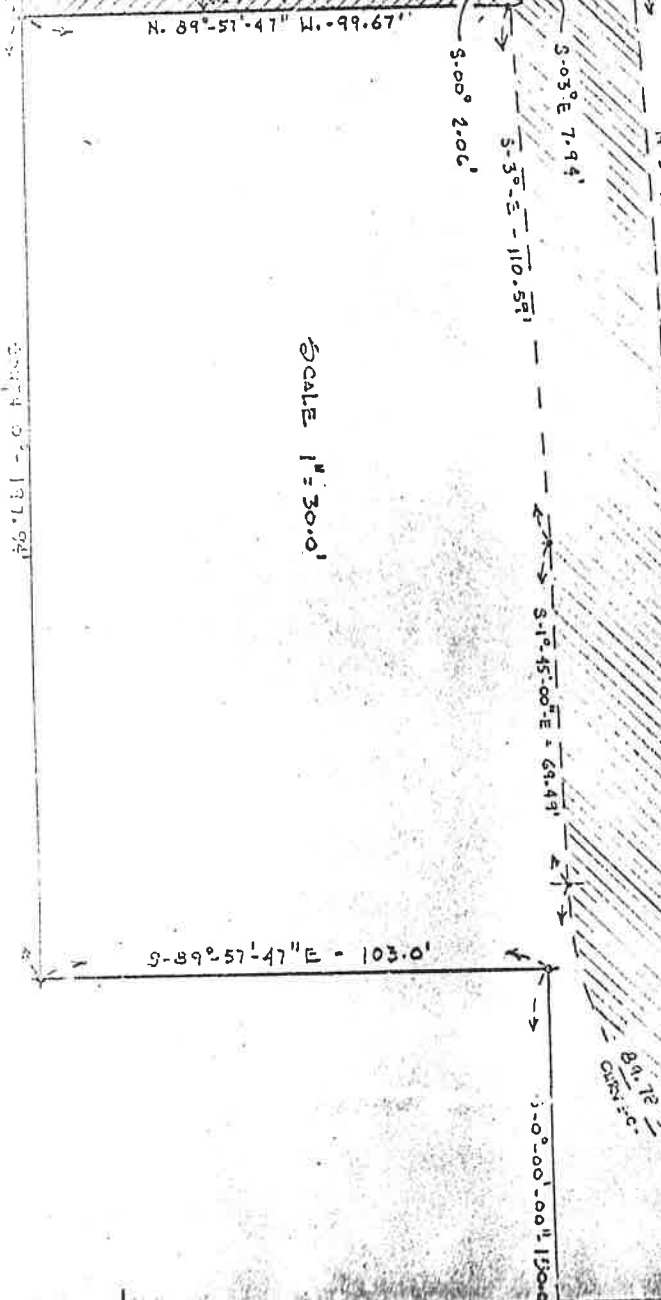


THE LIMITED COMMON PARKING AREA AS NUMBERED 15 FOR THE SOLE USE OF CORRESPONDING NUMBERED LIVING UNIT



South - $0^{\circ} 00' 00''$ - 470.9'

DESIGNATED PARKING



Balcony Floor Plan

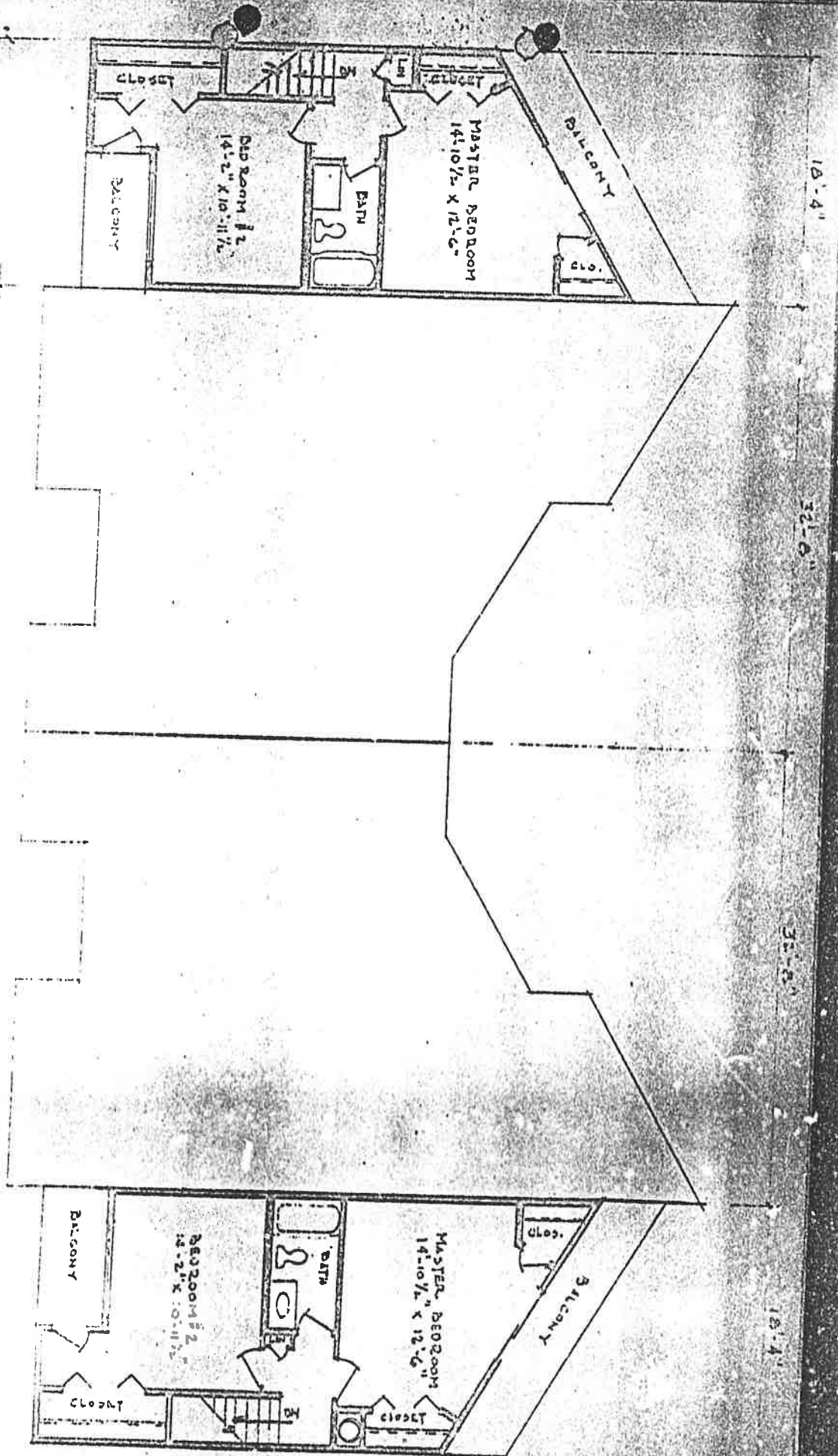
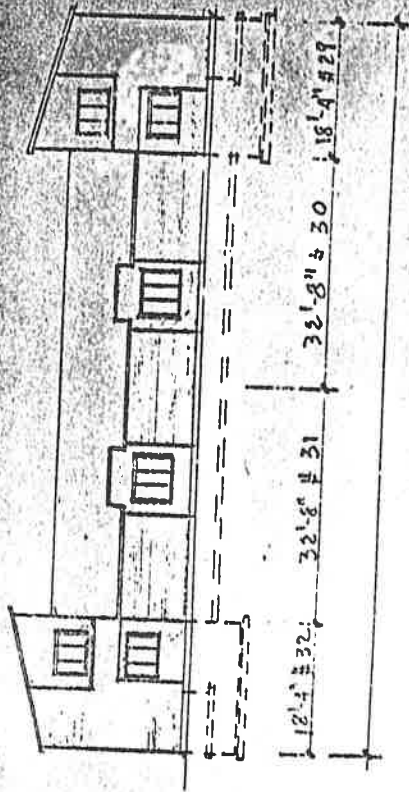
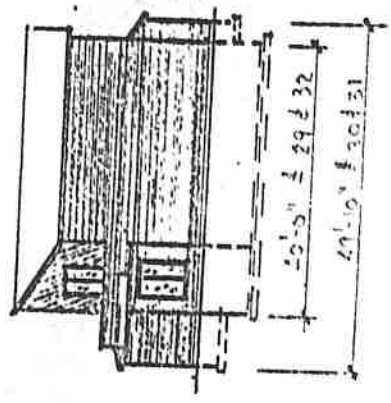


EXHIBIT "A"



FRONT ELEVATION

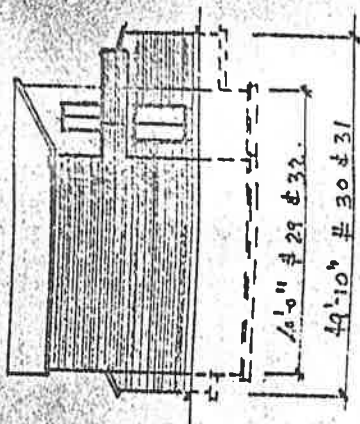
HI. PT. ELEV. = 827.754
 2ND FLR. LINE ELEV. = 814.76
 1ST FLR. LINE ELEV. = 805.81
 CRAWL SPACE ELEV. = 802.35
 BASEMENT FLR. ELEV. = 797.5



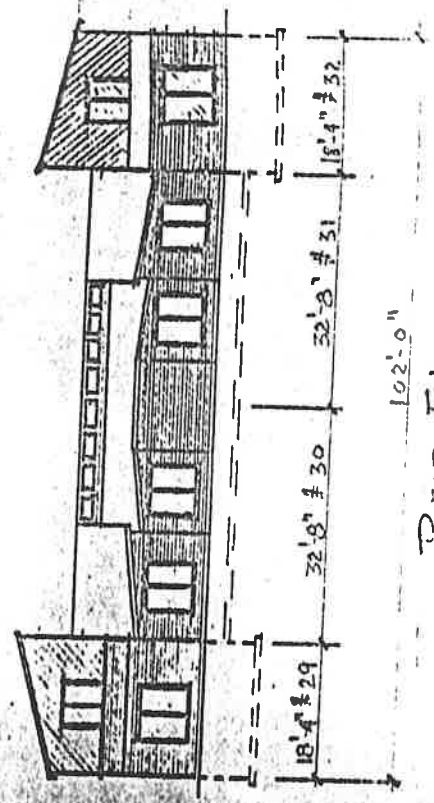
LEFT END ELEVATION

HI. PT. ELEV. = 827.754
 2ND FLR. LINE ELEV. = 814.76
 1ST FLR. LINE ELEV. = 805.81
 CRAWL SPACE ELEV. = 802.35
 BASEMENT FLR. ELEV. = 797.5

102'-0"



RIGHT END ELEVATION



REAR ELEVATION

PARCEL #25 Common Area

A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE $\frac{1}{4}$ which lies 344.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-00'-00" along a line parallel with the East line of the said SE $\frac{1}{4}$, 150.00 feet; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 110.94 feet; to the point of beginning, thence N 89°-57'-47" W 84.20 feet; thence S 03°-00'-00" E 10.00 feet; thence S 87°-00'-00" W 20.00 feet; thence S 03°-00'-00" E 75.99 feet; thence S 89°-57'-47" E 99.67 feet; thence N 00°-00'-00" 87.00 feet to the point of beginning containing .200 acres more or less.

PARCEL #5 Ingres Egress Area

A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as beginning at a point on the North line of said SE $\frac{1}{4}$ which lies 591.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-02'-11" W 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = 38°-37'-04", a distance of 28.85 feet along said curve; thence S 38°-34'-51" E 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = 36°-49'-51", a distance of 89.78 feet along said curve; thence S 01°-45'-00" E 69.49 feet; thence S 03°-00'-00" E 110.59 feet; thence N 89°-57'-47" W 25.53 feet; thence N 03°-00'-00" W 109.73 feet; thence N 01°-45'-00" W 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = 49°-05'-42", a distance of 22.51 feet along said curve; thence N 50°-50'-42" W 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = 50°-52'-55", a distance of 93.34 feet along said curve; thence N 00°-02'-13" E 55.00 feet to the North line of said SE $\frac{1}{4}$; thence East along said North line, 46.00 feet to the point of beginning.

PARCEL #26 Limited Common Area

A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE $\frac{1}{4}$ which lies 544.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-00'-00" along a line parallel with the East line of the said SE $\frac{1}{4}$, 150.00 feet; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 110.94 feet; thence N 89°-57'-47" W 84.20 feet; thence S 03°-00'-00" E 10.00 feet to the point of beginning, thence S 87°-00'-00" W 20.00 feet; thence S 03°-00'-00" E 20.00 feet; thence N 87°-00'-00" E 20.00 feet; thence N 03°-00'-00" W 20.00 feet to the point of beginning, containing .009 acres more or less.

STATE OF INDIANA)

) SS

Date Oct-6-1975

COUNTY OF PORTER)

This is to certify that I have surveyed the above described parcels according to the official records and that this Plat correctly represents said survey.

William T. Mamulson

William T. Mamulson

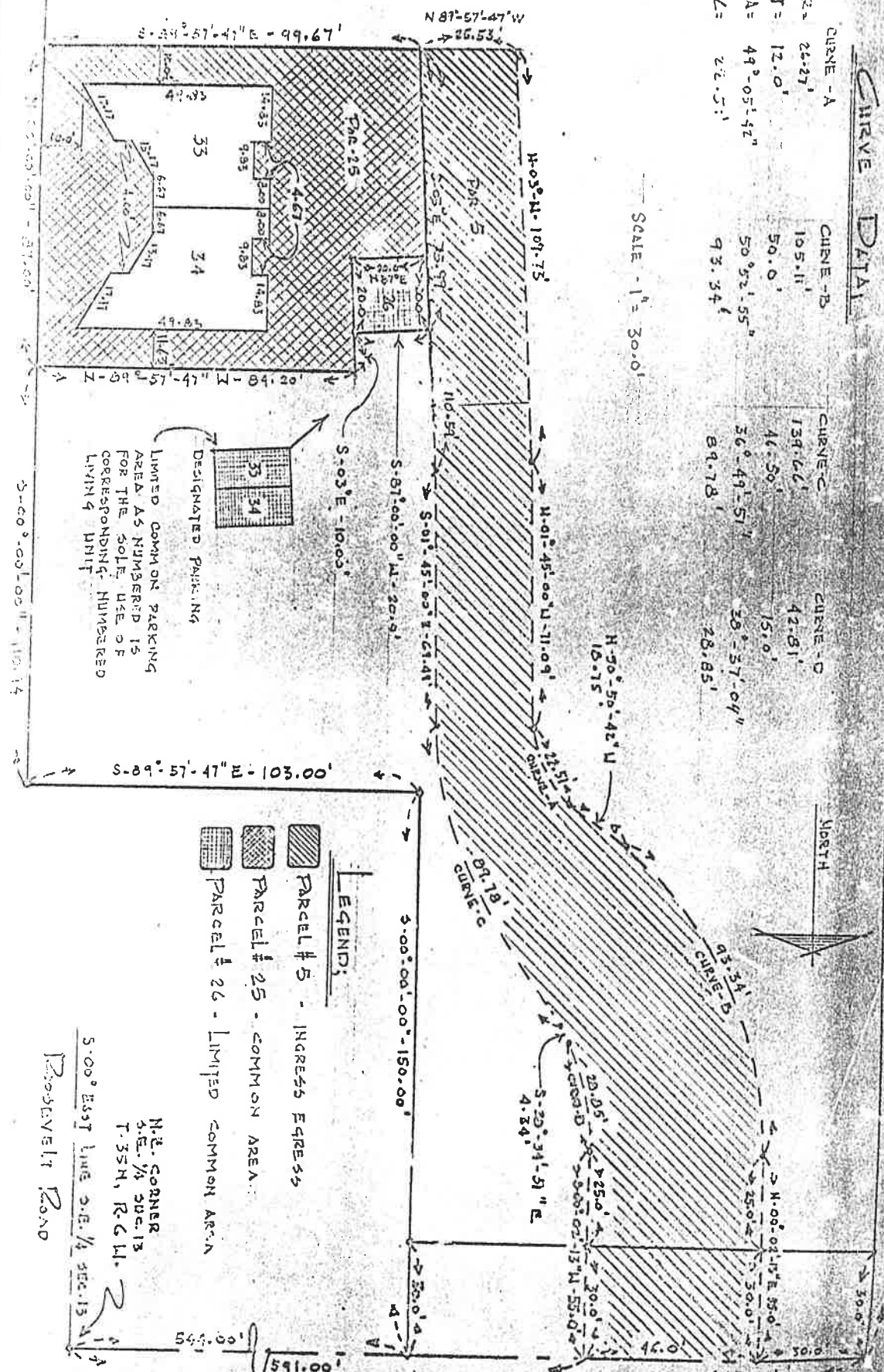
Indiana Registered Land Surveyor No. 10135



CURVE DATA

CURVE - A	CURVE - B	CURVE - C	CURVE - D
R = 24.27'	105.11'	137.66'	42.81'
T = 12.0'	50.0'	41.50'	15.0'
A = 49°-05'-42"	50°52'-55"	56°-49'-51"	28°-37'-04"
L = 22.51'	93.34'	89.78'	28.85'

SCALE - 1" = 30.00'



DESIGNATED PARKING

LIMITED COMMON PARKING AREA AS NUMBERED IS FOR THE SOLE USE OF CORRESPONDING NUMBERED LIVING UNIT

- LEGEND:
- Parcel # 5 - INGRESS EGRESS
 - Parcel # 25 - COMMON AREA
 - Parcel # 26 - LIMITED COMMON AREA

N.E. CORNER
S.E. 1/4 SEC. 13
T. 35N, R. 6W.

5.00° EAST LINE S.E. 1/4 SEC. 13

PROSPECT ROAD

NORTH LINE S.E. 1/4 SEC. 13, T. 35N, R. 6W GLENDALE BLVD

EXH 11317 (17)

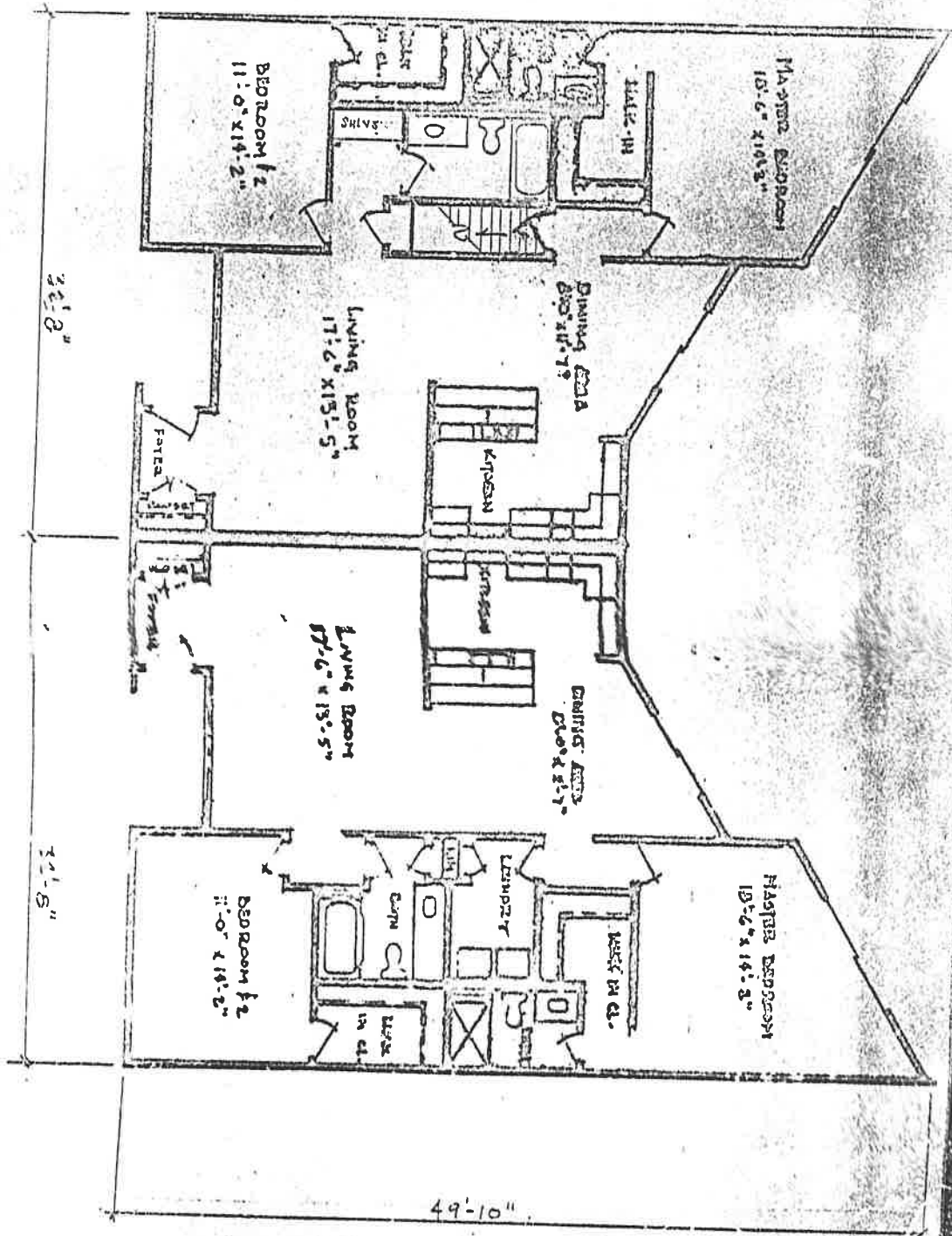
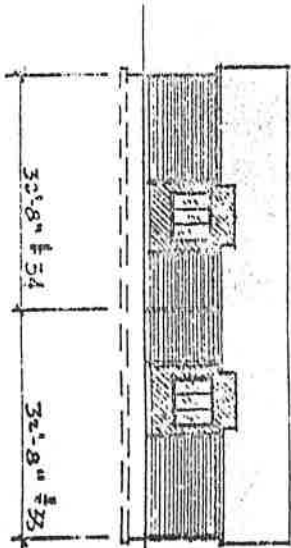


FIG. 1 Floor Plan 1/2 Scale

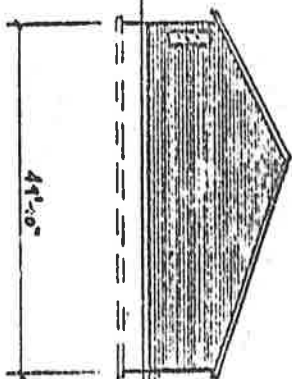
EXHIBIT "A"



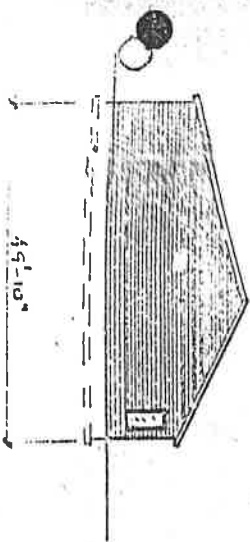
FRONT ELEVATION

N.L. ELEV = 821.99

F.L. ELEV = 805.81
C.S. ELEV = 802.53



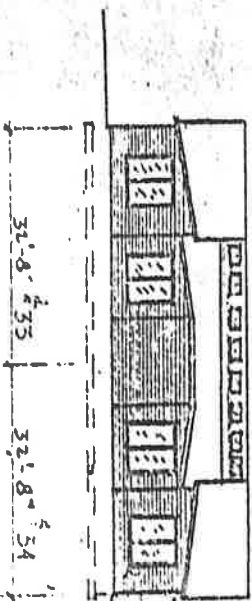
RIGHT END ELEVATION



LEFT ELEVATION

N.L. ELEV = 821.99

F.L. ELEV = 805.81
C.S. ELEV = 802.53



REAR ELEVATION

PERCENTAGE OF INTEREST

That each Apartment shall have a one-fifteenth (1/15) ~~interest~~ interest in the common and limited common areas of the Condominium Regime known as EARHSTONE, subject to the Amendment Clause set forth in the Condominium Documents herein.

EXHIBIT "A"

STATE OF INDIANA)
) SS
COUNTY OF PORTER)

Date MARCH 15, 1975

I, William T. Mamelson, registered Professional Engineer Number 8597 in accordance with the laws of the State of Indiana, hereby certify that the portions of the building plans shown hereon are an accurate copy of the plans of the building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

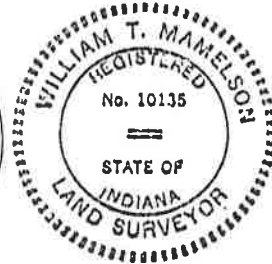


William T. Mamelson
William T. Mamelson
Indiana Registered Land Surveyor
Number 10135

STATE OF INDIANA)
) SS
COUNTY OF PORTER)

Date MARCH 15, 1975

I hereby certify that the sanitary sewer easements and the sanitary sewer shown hereon do not interfere with any existing buildings or proposed buildings as shown on the plans as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.



William T. Mamelson
William T. Mamelson
Indiana Registered Land Surveyor
Number 10135

ARTICLES OF INCORPORATION
(Not for Profit)

Prescribed by Larry A. Conrad,
Secretary of State of Indiana

INSTRUCTIONS:

Use 8 1/2 x 11 inch Paper for Inserts

Present 2 executed Copies to Secretary of
State, Room 155, State House, Indianapolis,
Indiana 46204

FILING FEE is \$26.00

General Requirements - "Non-Profit" means
that the Corporation shall not engage in any
activities for the pecuniary gain of its
members.

APPROVED
AND
FILED
APR 3 1974
[Signature]
SECRETARY OF
STATE OF INDIANA

ARTICLES OF INCORPORATION
OF

..... EARTHSTONE, INC.

The undersigned incorporator or incorporators, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971, (hereinafter referred to as the "Act"), executed the following Articles of Incorporation.

ARTICLE I
Name

The name of the Corporation is . . . EARTHSTONE, INC.
(The name shall include the word "Corporation" or "Incorporated", or one of the abbreviations thereof.)

ARTICLE II
Purposes

The purposes for which the Corporation is formed are:
(a) A condominium known as Earthstone, is being constructed, and
and further units will be constructed upon certain real estate located
in Porter County, Indiana described as follows:

A parcel of land in the Southeast Quarter (SE4)
of Section 13, Township 35 North, Range 6 West
bounded and described as follows: Commencing at
a point on the North line of said Southeast Quarter
(SE4) which is 544.0 feet West of the Northeast
Corner of said Southeast Quarter (SE4); thence West
along said North line 123.0 feet; thence South parallel
to the East line of said Southeast Quarter (SE4) 1310.0
feet; thence East parallel to said North line 20.0 feet;
thence North parallel to said East line 439.1 feet;
thence East parallel to said North line 206.0 feet; thence
North parallel to said East line 720.90 feet; thence West
parallel to said North line 103.0 feet; thence North parallel
to said East line 150.0 feet to the Point of Commencement.
Containing 4.37 Acres and subject to all legal highways and
easements.

EXHIBIT "A"

(b) The documents creating the condominium provide for the ownership, operation, management, maintenance and use of apartments as described in said document. This association is organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

(c) The association shall not engage in any activities for the profit of its members, and shall conduct its affairs in such fashion and for such purposes other than for the pecuniary gain of its members, directors, officers, or incorporators.

(d) The association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these articles.

(e) The association shall have all of the powers reasonably necessary to implement the purpose of the association, including but not limited to the following:

(1) Make and collect assessments against members to defray the cost of the condominium.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) The maintenance, repair and replacement of operation of the condominium property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

(5) To make and amend regulations respecting the use of property in the condominium.

(6) To approve or disapprove of proposed purchasers and mortgages of apartments.

(7) To enforce by legal means the provisions of the condominium documents, these articles, the By-Laws of the association, and the regulations for the use of the property in the condominium.

(8) To contract for the management of the condominium and delegate to such contractor all powers and duties of the association except such as are specifically required by the condominium documents to have the approval of the Board of Directors or of the members of the association.

(9) All funds and the titles of all properties acquired by the association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

EXHIBIT "B"

(10) The powers of the association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the property.

EXHIBIT "B"

ARTICLE III
Period of Existence

The period during which the Corporation shall continue is . . . perpetuity
(will either be "Perpetual", or, if to be limited, some definite period of time.)

ARTICLE IV
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Resident Agent in charge of the Corporation's principal office is . . . Ronald P. Nelson, Attorney

. . . 302 Indiana Ave., Valparaiso INDIANA 46281
(Number and Street or Building) (City) (State) (Zip Code)

Section 2. Principal Office. The post office address of the principal office of the Corporation is

. . . 302 Indiana Ave., Valparaiso INDIANA
(Number and Street or Building) (City) (State) (Zip Code)

ARTICLE V
Membership

(A minimum of three (3) shall have signed the membership list. Directors or Trustees or Incorporators are included in the Membership.)

Section 1. Classes. (If any)

(a) Every owner, or owners of apartments in the condominiums shall be members of the association, and no other person or entity shall be entitled to membership.

Section 2. Rights, Preferences, Limitations, and Restrictions of Classes.

Membership in the association shall be established by recording in the Office of the Recorder of Porter County a Deed or other instrument establishing a Change of Record Title to an apartment in a condominium and the delivery to the association of a certified copy of such instrument, shall entitle the new owner designated by such instrument therein to become a member of the association. The membership of the private owner shall be thereby terminated. CONTINUED ON NEXT PAGE

Section 3. Voting Rights of Classes.

Each owner, or owners, by virtue of membership in the association shall be entitled to vote and participate in all affairs of the association. In the event the apartments are owned by more than one person or corporation, as governed by the condominium documents, voting rights shall be limited to one vote for each apartment.

EXHIBIT "B"

PLEASE NOTE: The Corporation shall confer upon every member a certificate signed by the President (or Vice-President) and Secretary (or Assistant Secretary), stating that he is a member of the Corporation.

Section 2. Rights, Preferences, Limitations and Restrictions of
Classes.

The share of the member and the funds and the assets of the association cannot be assigned, hypothecated, or transferred in any manner except as an appertenance to the apartments in the condominium.

EXHIBIT "D"

ARTICLE VI
Directors

Section 1. Number of Directors. The initial Board of Directors is composed of three members. If the exact number of Directors is not stated, the minimum number shall be and the maximum number shall be Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Directors. The name and post office addresses of the initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
Ronald P. Nelson	302 Indiana Avenue	Valparaiso,	Ind.	46383
James Brinoy	804 Lake Street	Hobart,	Indiana	46342
James R. Harrington	607 Bullseye Lake Rd.,	Valparaiso,	Ind.	46383

ARTICLE VII
Incorporator(s)

Section 1. Names and Post Office Addresses. The names and post office address(es) of the incorporator(s) of the Corporation is (are) as follows:

Name	Number and Street or Building	City	State	Zip Code
Ronald P. Nelson	302 Indiana Avenue	Valparaiso,	Ind.	46383
James Brinoy	804 Lake Street	Hobart,	Indiana	46342
James R. Harrington	607 Bullseye Lake Road	Valparaiso,	Ind.	46383

EXHIBIT "B"

ARTICLE VIII
Statement of Property (If any)

A statement of the property and an estimate of the value thereof, to be taken over by this corporation at or upon its incorporation are as follows:

None

ARTICLE IX
Provisions for Regulation and Conduct
Of the Affairs of Corporation
(Can be the "By Laws")

Other provisions, consistent with the laws of this state, for the regulation and conduct of the affairs of this corporation, and creating, defining, limiting or regulating the powers of this corporation, of the directors or of the members or any class or classes of members are as follows:

- (a) The affairs of the association, its management and operation shall be governed by the terms and provisions of the "Horizontal Property Act" of the State of Indiana, being acts of 1963, Chapter 349, Section 1, as amended.
- (b) The power to make, alter, amend, or repeal the By-Laws of the corporation shall be vested in the members of the association, subject to the terms, provisions, and conditions contained in the declaration.
- (c) Directors of the association shall be elected at the annual meeting of the members in the manner determined by the By-Laws except that for so long as Kingsridge Investment, Inc. continues to own any of the apartments, until such time as the site set forth in Appendix No. 1 to the Declaration and developed by the construction of apartment buildings, subject to the terms of the declaration, the said Kingsridge Investment, Inc. shall have the right to elect a majority of the directors, who need not be residents or owners of apartments.

CONTINUED ON THE NEXT PAGE

EXHIBIT "B"

(d) Every director and every officer of the association shall be indemnified by the association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be the party, or in which he may become involved, by reason of his having being or having been a director or officer of the association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officers are adjudged guilty of wilful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approve such settlement and reimbursement as being in the best interest of the association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

EXHIBIT "B"

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above named corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, I (we) the undersigned do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this . . . day of . . . April . . . , 19. 74.

Ronald P. Nelson
(Written Signature)

RONALD P. NELSON
(Printed Signature)

James Briney
(Written Signature)

JAMES BRINEY
(Printed Signature)

James R. Harrington
(Written Signature)

JAMES R. HARRINGTON
(Printed Signature)

NOTARY ACKNOWLEDGEMENT
(required)

State of Indiana
County of PORTER SS:

Before me, DONNA J. OGLESBY, a Notary Public in and for said county and State, personally appeared the above incorporator(s) and (severally) acknowledged the execution of the foregoing Articles of Incorporation.

Notary Seal
Required

Donna J. Oglesby
(Written Signature)

DONNA J. OGLESBY, Notary Public
(Printed Signature)

My commission expires: . . . 4-14-78 . . .

WITNESS my hand and Notarial
Seal this . . . day of April . . .
19. 74

This instrument was prepared by RONALD P. NELSON, ATTORNEY AT LAW
(Name)

302 Indiana Avenue Valparaiso Indiana 46383
(Number and Street or Building) (City) (State) (Zip Code)

EXHIBIT "B"

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE
SECRETARY OF STATE

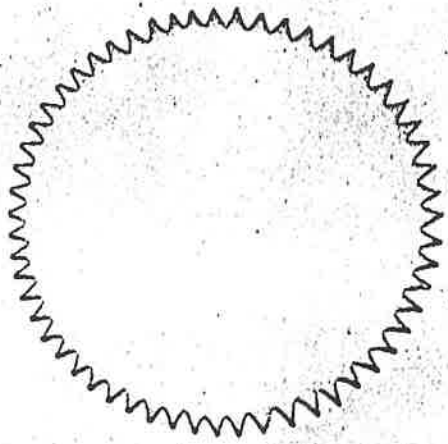
To Whom These Presents Come, Greeting:

CERTIFICATE OF INCORPORATION

EARTHSTONE, INC.

I, LARRY A. CONRAD, Secretary of State of the State of Indiana, hereby certify that Articles of Incorporation of the above not for profit Corporation, in the form prescribed by my office, prepared and signed in duplicate by the incorporator(s) and acknowledged and verified by the same before a Notary Public, have been presented to me at my office accompanied by the fees prescribed by law; that one copy of such Articles has been filed in my office; and that the remaining copy or copies of such Articles bearing the endorsement of my approval and filing has been returned by me to the incorporator or his representatives: all as prescribed by the Indiana Not-For-Profit Corporation Act of 1971.

Wherefore, I hereby issue to such Corporation this Certificate of Incorporation, and further certify that its corporate existence has begun.



In Witness Whereof, I have hereunto set my hand and affixed
the seal of the State of Indiana, at the City of Indianapolis,
this 4th day of

April 74

Larry A. Conrad
LARRY A. CONRAD Secretary of State

By Margaret Seifried Deputy

EXHIBIT "B"

BY - LAWS

OF

EARTHSTONE, INCORPORATED

A corporation not for profit
under the laws of the state
of Indiana

1. IDENTITY.

These are By-laws of Earthstone, Inc. a corporation not for profit under the laws of the State of Indiana, the Articles of Incorporation of which were filed in the office of the Secretary of State on _____, and subject to the Charter granted by the Secretary of State and the declaration affecting the land and all improvements thereon known as EARTHSTONE, INC. The Association has been organized for the purpose of administering a condominium to be placed upon parcels of the following lands in Porter County, Indiana:

A parcel of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section 13, Township 35 North, Range 6 West bounded and described as follows: Commencing at a point on the North line of said Southeast Quarter (SE $\frac{1}{4}$) which is 544.0 feet West of the Northeast Corner of said Southeast Quarter (SE $\frac{1}{4}$); thence West along said North line 123.0 feet; thence South parallel to the East line of said Southeast Quarter (SE $\frac{1}{4}$) 1310.0 feet; thence East parallel to said North line 20.0 feet; thence North parallel to said East line 439.1 feet; thence East parallel to said North line 206.0 feet; thence North parallel to said East line 720.90 feet; thence West parallel to said North line 103.0 feet; thence North parallel to said East line 150.0 feet to the Point of Commencement. Containing 4.37 acres and subject to all legal highways and easements.

(1) The office of the Association shall be at 302 Indiana Avenue, Valparaiso, Indiana.

(2) The fiscal year of the Association shall be the calendar year.

The seal of the corporation shall bear the name of the corporation.

2. MEMBERS.

(1) The annual members' meeting shall be held at the office of the corporation at 8 o'clock P.M. Central Standard Time, on the second Monday in January of each year, for the purpose of electing

Exhibit "C"

Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

(2) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third of the entire membership.

(3) Notices of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President of the corporation or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

(4) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member of the purpose of determining a quorum.

(5) The vote of the owners of an apartment owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(6) Proxies. Vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

(7) Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(8) Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

EXHIBIT "C"

(9) The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. Directors.

(1) The Board of Directors shall consist of three persons. Each member of the Board of Directors shall be either the owner of an apartment or be designated by Kingsridge Investment, Inc. as provided in the Declaration and the Articles of Incorporation.

(2) Election of Directors shall be conducted in the following manner:

- (a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
- (b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
- (c) Anything herein contained to the contrary notwithstanding, for so long as Kingsridge Investment, Inc., an Indiana corporation, owns any apartments or until such time as the sites set forth in the Declaration are developed by the construction of apartments, it shall elect a majority of the Directors, who need not be owners of apartments.

(3) The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

EXHIBIT "C"

(4) The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

(5) Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

(6) Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

(7) Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(8) A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

(9) The presiding officer of directors' meetings shall be the President. In the absence of the presiding officer, the Vice-President shall preside.

(10) Directors' fees, if any, shall be determined by the members.

EXHIBIT "C"

4. Powers and Duties of the Board of Directors.

All of the powers and duties of the Association shall be exercised by the board of directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium. Such powers and duties of the governors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

- (1) To make and collect assessments against members to defray the costs of the condominium.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) The maintenance, repair, replacement and operation of the condominium property.
- (4) The reconstruction of improvements after casualty and the further improvement of the property.
- (5) To make and amend regulations respecting the use of the property in the condominium.
- (6) To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.
- (7) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.
- (8) To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the board of directors or the membership of the Association.
- (9) To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.
- (10) To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

EXHIBIT "C"

(11) To pay the cost of all power, water, sewer, and other utility services rendered to the condominium and not billed to owners of individual apartments.

(12) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. Officers.

(1) The executive officers of the corporation shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be preemptorily removed by a vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

(2) The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(3) The vice president shall in the absence or disability of the president exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(4) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

EXHIBIT "C"

(5) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(6) The compensation to all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal Management.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

(1) Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(2) Budget.

(a) The board of directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(1) Common expense budget:

- (i) Maintenance and operation of common elements:
 - Landscaping -- Office and shop
 - Street and walkways
 - Parking areas
- (ii) Utility services
- (iii) Casualty insurance
- (iv) Liability insurance
- (v) Administration
- (vi) Taxes

EXHIBIT "C"

(2) Proposed assessments against each member:

- (i) Alteration and Improvement account
- (ii) Reconstruction and repair account
- (iii) Emergency account

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

(3) The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

(4) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

(5) Fidelity bonds shall be required by the board of directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessment against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. Parliamentary Rules.

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the Statutes of the State of Indiana, or the Declaration.

8. Amendments.

Amendments to the By-Laws shall be proposed and adopted in the following manner:

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

EXHIBIT "C"

(2) A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the board of directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing.

(3) Initiation. An amendment may be proposed by either the board of directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

(4) Effective date. An amendment when adopted shall become effective only after being recorded in the Public Records of Porter County, Indiana.

(5) These by-laws shall be amended, if necessary so as to make the same consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of EARTHSTONE, INC., a corporation not for profit under the laws of the State of Indiana, at the first meeting of the Board of Directors.


James R. Harrington, Secretary

Approved:


James Briney, President

Directors:


Ronald P. Nelson


James R. Harrington

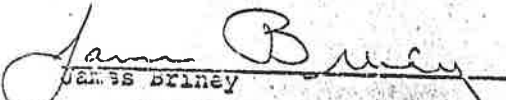

James Briney

EXHIBIT "C"

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

C E R T I F I C A T I O N

I, JAMES R. HARRINGTON, do hereby certify that I am the duly elected and acting Secretary of EARTHSTONE, INC., an Indiana not for profit corporation, and that the foregoing copies of the Articles of Incorporation and the By-Laws of EARTHSTONE, INC. and the Condominium Rules and Regulations are true and correct copies of the same and that the originals thereof are in my possession as Secretary of said corporation.

DATE this 11th day of March, 1975

James R. Harrington
JAMES R. HARRINGTON, SECRETARY

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Subscribed and sworn to before me, the undersigned.
Notary Public this 11th day of March, 1975.

Connie J. Pouch
Notary Public

My Commission Expires:
October 11, 1978

EARTHSTONE
CONDOMINIUMS

Glendale Boulevard
Valparaiso, Indiana 46383

CONDOMINIUM RULES AND REGULATIONS

1. OCCUPANCY:

That no apartment shall be occupied by more persons than the said apartment is capable of accomodating at any time and that the association shall control said occupancy by rules and regulations that are reasonable and just.

2. PETS:

Lap pets may be allowed subject to spacial rules and regulations adopted by the association.

3. COOKING AND BAR-B-QUEING:

Cooking and/or bar-b-queing must be done, if done outside, in a designated area at the rear of the building. No cooking or bar-b-queing is allowed on the second story balconies.

4. UNSIGHTLY OBJECTS:

The balconies and patios are intended for patio furniture only and no articles are to be stored or hung on the same.

EXHIBIT "D"

5. WINDOW MAINTENANCE:

The interior side of the window in an apartment is the Owner's responsibility.

The external side of all glass is the responsibility of the association.

6. CARPORT MAINTENANCE:

The cleaning and maintenance of the carports is the responsibility of the Association. The cleaning and maintenance of individual storage compartment, whether in the carport or attached to part of the building, is the responsibility of the Owner.

7. EXTERNAL MAINTENANCE:

All external maintenance of buildings, common areas, parking lots, streets, sidewalks, limited common areas, lawns and landscaping is the responsibility of the Association.

Snow removal is the Association's responsibility.

8. GARBAGE HANDLING:

Each unit is provided with a garbage disposer. It is the Owner's responsibility to use this equipment as directed so as to have as little loose garbage as possible and to deposit any loose garbage in the place provided and signified as garbage collection areas. It is the Association's responsibility to dispose of the garbage from the garbage collection areas.

EXHIBIT "D"

9. EXTERNAL PARKING:

That storage of boats and trailers shall not be allowed either in carports or other parking areas. Only the personal vehicles shall be allowed to park in the Condominium Complex and which shall exclude commercial vans, wagons, trucks, construction equipment. However, Construction Equipment may be parked during the construction of the Condominiums and service vehicles shall be allowed when said service vehicles are being utilized by individuals or corporations servicing a particular building or unit.

10. STORAGE:

Storage of any item shall be done in areas designated for storage. No other area outside the building may be used for storage.

11. WINDOW AND SLIDING GLASS DOOR COVERINGS:

Draperies are the responsibility of the Owner.

12. PEST CONTROL:

Pest control within an apartment is the Owner's responsibility.

13. INSURANCE:

Each tenant is required to carry insurance in accordance with the provisions of the Declaration.

EXHIBIT "D"

14. FLOOR COVERINGS:

The Owner is responsible for replacing all carpeting and floor coverings if the replacement of floor coverings is necessary, the Owner shall use a covering comparable to what was used when said apartment was initially constructed.

15. EQUIPMENT MAINTENANCE:

Maintenance of equipment within the apartment unit is the Owner's responsibility subject to the equipment guarantee; however, such maintenance must be performed by service companies approved by the Association.

16. MINIMUM HEAT:

The minimum heat required by Owner's who are absent during the winter is 60° F.

17. OCCUPANCY:

It is intended that one family occupy one unit with no more than two (2) persons per bedroom.

18. NOISE:

Operation of noisy equipment such as clothes washers and dryers, garbage disposers, garbage compactors, etc... is prohibited after 10:00 Pm or before 9:00 AM. Loud music or television or any other sound which may be objectionable to the neighbors is prohibited.

EXHIBIT "D"

19. T.V. MAINTENANCE:

T.V. maintenance is the Owner's responsibility by service companies approved by the Association.

20. DELIVERIES:

All deliveries shall be done so as not to disturb the quiet and enjoyment of the premises by others. Each Owner is responsible for deliveries made to the said owner.

21. SIGNS:

Signs or advertising for any reason are prohibited.

EXHIBIT "D"

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that KINGSRIDGE INVESTMENT, INC. ("Grantor"), a corporation organized and existing under the laws of the State of Indiana,

CONVEYS AND WARRANTS TO,

in the State of _____, for the sum of

Dollars (\$ _____)

and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Porter County, in the State of Indiana:

Apartment _____ in EARTHSTONE horizontal property regime as recorded as Instrument No. _____ under date of _____, in the Office of the Recorder of Porter County, Indiana

SUBJECT TO:

- (a) All terms, conditions, restrictions and provisions of the Declaration of Condominium including the Articles of Incorporation and By-Laws of EARTHSTONE, INC., an Indiana not for profit corporation.
- (b) Restrictions as to use and enjoyment as to said apartment which shall be used for single family residential use only.
- (c) Taxes for the year 197 , payable 197 , and years thereafter.
- (d) Easements for ingress and egress and for utilities and communication services.

The grantee accepts this Deed understanding that the undivided interest in common area and facilities is a one-fourth interest therein but subject to change pursuant to the provisions set forth in Article XXI of the Declaration.

The grantor certifies that no Indiana gross income tax is due and owing arising out of this conveyance of real property.

The undersigned persons executing this deed on behalf of the Grantor represent and certify that they are duly elected officers of the Grantor and have been fully empowered, by proper resolution of the Board of Directors of Grantor, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein; and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be
executed this _____ day of _____, 197__.

KINGSRIDGE INVESTMENT INC.

BY: _____
James Briney, President

ATTEST:

BY: _____ (SEAL)
James R. Harrington, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, A Notary Public in and for said County and State,
personally appeared JAMES BRINEY and JAMES R. HARRINGTON, the
President and Secretary, respectively of KINGSRIDGE INVESTMENT, INC.
who acknowledged the execution of the foregoing deed for and on
behalf of the Grantor, and who, having been duly sworn, stated
that the representations therein contained are true.

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of
_____. 197__.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

AGREEMENT AS TO TAXES

Apartment _____

We, the undersigned, agree that in the closing of the sale and purchase of the above condominium apartment, taxes for the year 1974, payable 1975, as to said apartment were not prorated to the date of closing as the assessment for said apartment was not known by the parties. In the event said apartment is assessed for taxes in the year 1974, payable 1975, the undersigned apartment owner (s) agree to pay and discharge the amount of said taxes prorated to the date of closing within ten (10) days after the receipt of a statement reciting the amount due.

It is further agreed that as to taxes for 1974, payable 1975, assessed upon the common and limited common areas, said taxes when assessed shall be the obligation of the Association as provided in the Declaration.

Date of Closing:

Seller:

KINGSRIDGE INVESTMENTS, INC.

By: _____

Purchasers:

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

CONSENT TO AMENDMENT OF DECLARATION

The undersigned, as owner of Apartment _____ in
EARTHSTONE, a Condominium, pursuant to Article XXI of the Dec-
laration of Condominiums filed in the Office of the Recorder of
Porter County, Indiana, do hereby consent to amending said Dec-
laration so as to incorporate additional condominium apartments
to be built on real estate located in Porter County, Indiana and
legally described as follows, to-wit:

The undersigned do further acknowledge that by said Amendment, my interest in the common and limited common areas will be reduced to an amount represented by my unit divided into the total number of units existing upon annexed additions in the Condominium Regime known as EARTHSTONE, but said Amendment grants unto me no less than a one-thirty-sixth (1/36) interest in the common and limited common areas of the Condominium Regime known as EARTHSTONE, said interest to be the interest when all thirty six (36) of the Condominium Apartments are placed upon the real estate originally deeded and to be deeded to the Condominium Regime known as EARTHSTONE.

APPROVED BY MORTGAGEE:

DATED: _____

EXHIBIT "C"

KINGSRIDGE INVESTMENT, INC., an Indiana Corporation, the developer of EARTHSTONE CONDOMINIUM REGIME, does hereby declare on behalf of itself, its successors, grantees and assigns, and with the consent of all those affected hereby, the Amendments as hereinafter set forth in the Declaration of Condominium, filed in the Office of the Recorder of Porter County, Indiana, on the 15th day of October, 1975, in Book 63, Page 102, Document Number 52114.

WITNESSETH:

1. That an additional building, common areas and limited common areas shall be incorporated in the Condominium Regime known as "EARTHSTONE", as set forth in Exhibit "A" herein, which is made a part hereof.
2. That the percentage of interest of each apartment in the entire condominium complex shall be, as a result of Amendments herein, 1/34 interest in the Condominium Regime known as EARTHSTONE, and subject to the original Condominium Documents as recorded, as above stated.
3. That the Amendments herein shall become effective upon the day of the recording of this Amendment of Declaration of Condominium in the Office of the Recorder of Porter County, Indiana, and shall be subject to all the terms and conditions of the original Declaration of Condominium recorded on October 15, 1975, in Book 63, Page 102, Document Number 52114, except as amended herein.
4. That this Amendment is made pursuant to the authority granted in the original Condominium Documents of the Earthstone Condominium Regime, in Section Thirteen and Section Twenty-one, and also authorized by the consents given by the existing apartment owners and previously recorded as evidenced by

ST. OF IND.
PORTER COUNTY
FILED FOR RECORD

83 OCT 20 AM 54

LOUIS M. K...
RECORDER

DULY ENTERED FOR TAXATION
OCT 20 1983
Coroety M. P...
AUDITOR, PORTER COUNTY

Affidavit attached hereto, made a part hereof and marked Exhibit "B". Copies of previously unrecorded consents are attached hereto, made a part hereof and marked Exhibit "C".

5. That EARTHSTONE, INC., the Association responsible for the Condominiums, through a majority of its Board of Directors, does hereby consent to the Amendments herein, said consent is evidenced by Affidavit which is attached hereto, made a part hereof and marked Exhibit "D".

IN WITNESS WHEREOF, the developer, KINGSRIDGE INVESTMENT, INC., has executed this Amendment to Declaration of Condominium this 19th day of October, 1983.

KINGSRIDGE INVESTMENT, INC.

BY:

James R. Harrington
JAMES R. HARRINGTON, PRESIDENT

ATTEST:

James Briney
JAMES BRINEY, SECRETARY

STATE OF INDIANA }
COUNTY OF PORTER } SS:

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON and JAMES BRINEY, known to me as President and Secretary respectively of KINGSRIDGE INVESTMENT, INC., and executed the foregoing AMENDMENT OF DECLARATION OF CONDOMINIUM, for and on behalf of KINGSRIDGE INVESTMENT, INC., and acknowledged the same for the uses and purposes therein set forth, this 19th day of October, 1983.

Debra G. Follis
DEBRA G. FOLLIS, NOTARY PUBLIC

A Porter County, Indiana Resident

My Commission Expires: March 9, 1984

This instrument prepared by: RONALD P. NELSON,
Attorney at Law
302 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181

VERIFIED STATEMENT OF ENGINEER

THAT I, E. DONALD BENGEL, PE, being duly sworn upon my oath, say as follows, to wit:

That the plans set out in Exhibit "A" fully and accurately depict the layout, location, unit numbers and dimensions of the Condominium Units as built upon the real estate described in this Amendment to Declaration of Condominium.

IN WITNESS WHEREOF, I have set my hand and seal this day of OCTOBER, 1983.

E. Donald Bengel
E. DONALD BENGEL, PE

IND. REG. PROF. ENGR. NO. 12379



STATE OF INDIANA }
COUNTY OF PORTER }

SS:

Comes now E. DONALD BENGEL, PE, and personally appears before me and upon his oath states and certifies that the statements made herein are true to the best of his knowledge and belief this 19th day of October, 1983.



Debra G. Follis
DEBRA G. FOLLIS, NOTARY PUBLIC

A Porter County, Indiana Resident
My Commission Expires: March 9, 1984

PARCEL 3-A Common Area (Building No. 3-A)

A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence west along the North line of said S.E. $\frac{1}{4}$, 667.00 feet; thence S $0^{\circ}0'0''$ E, along a line parallel to the East line of said S.E. $\frac{1}{4}$, 348.62 feet to the point of beginning; thence S $90^{\circ}00'00''$ E, 100.82 feet; thence S $3^{\circ}00'00''$ E, 8.12 feet; thence S $0^{\circ}0'0''$ E, 50.89 feet; thence N $90^{\circ}00'00''$ W, 101.25 feet; thence N $0^{\circ}0'0''$ W, 59.00 feet to the point of beginning. Containing 0.137 Acre, more or less.

PARCEL 3-B-P Limited Common Area (Parking Area at Garages)

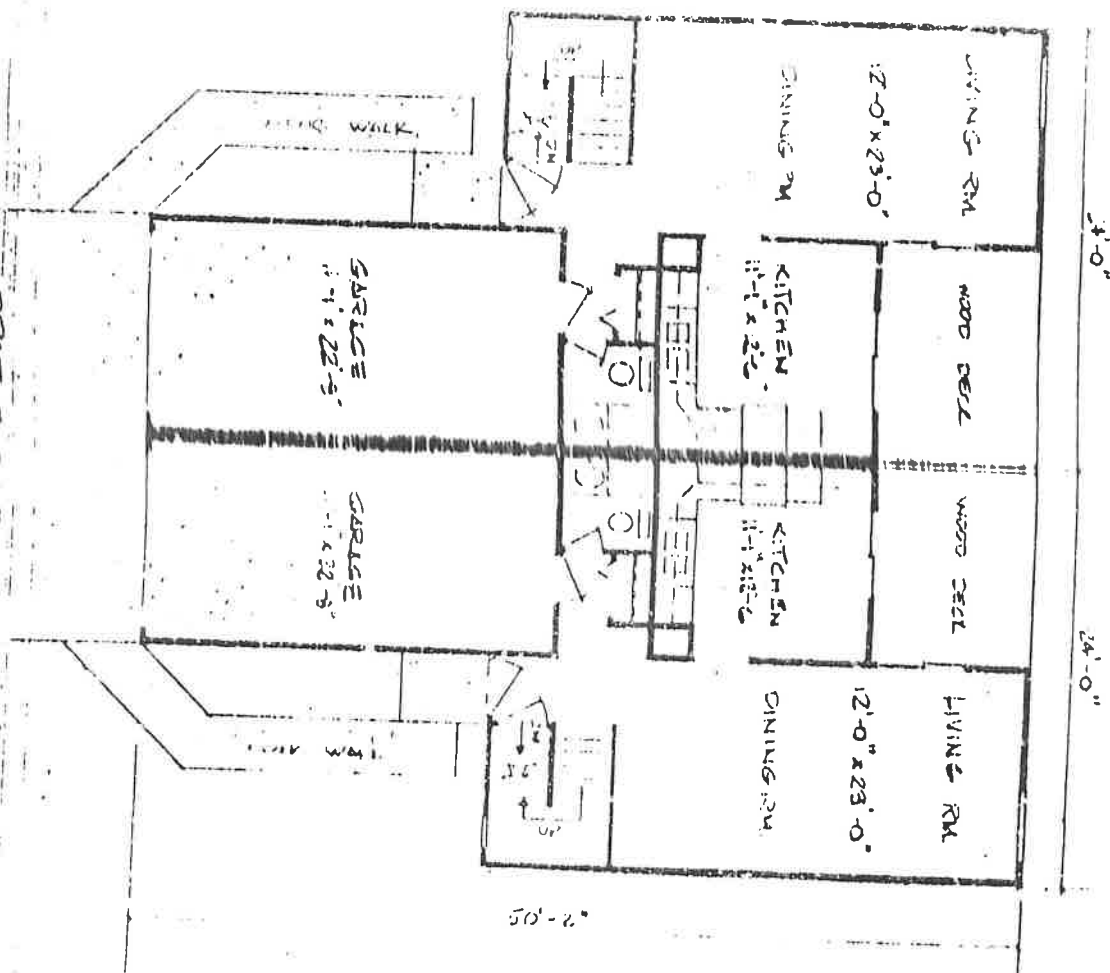
A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence west along the North line of said S.E. $\frac{1}{4}$, 667.00 feet; thence S $0^{\circ}0'0''$ E, along a line that is parallel to the East line of said S.E. $\frac{1}{4}$, 407.62 feet; thence S $90^{\circ}00'00''$ E, 101.25 feet; thence N $0^{\circ}0'0''$ W, 18.33 feet to the point of beginning; thence continuing N $0^{\circ}0'0''$ W, 23.33 feet; thence N $90^{\circ}0'0''$ W, 25.00 feet; thence S $0^{\circ}0'0''$ E, 23.33 feet; thence S $90^{\circ}00'00''$ E, 25.00 feet to the point of beginning. Containing 0.013 Acre, more or less.

PARCEL 3-A-Access Ingress-Egress Area

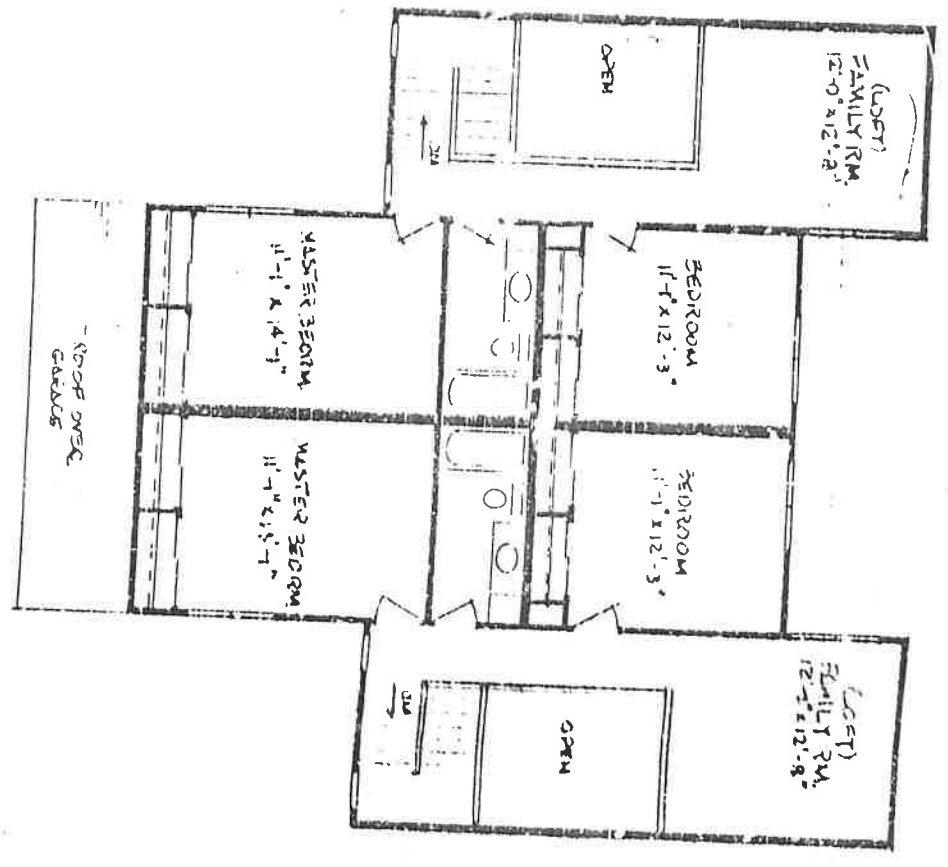
A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence west along the North line of said S.E. $\frac{1}{4}$, 591.00 feet to the point of beginning; thence S $0^{\circ}02'13''$ W, 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest, whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = $38^{\circ}37'04''$, a distance of 28.85 feet along said curve; thence S $38^{\circ}34'51''$ E, 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet; deflection angle = $36^{\circ}49'51''$, a distance of 89.78 feet along said curve; thence S $01^{\circ}45'00''$ E, 69.49 feet; thence S $3^{\circ}00'00''$ E, 113.53 feet; thence S $0^{\circ}0'0''$ E, 51.70 feet; thence N $90^{\circ}00'00''$ W, 25.50 feet; thence N $0^{\circ}0'0''$ W, 50.89 feet; thence N $3^{\circ}00'00''$ W, 117.82 feet; thence N $1^{\circ}45'00''$ W, 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = $49^{\circ}05'42''$, a distance of 22.51 feet along said curve; thence N $50^{\circ}50'42''$ W, 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = $50^{\circ}52'55''$, a distance of 93.34 feet along said curve; thence N $00^{\circ}02'13''$ E, 55.00 feet to the North line of said S.E. $\frac{1}{4}$; thence East along said North line, 46.00 feet to the point of beginning.

Prepared by: E. Donald Bengel
Indiana Reg. Professional Land Surveyor No. 12226
Indiana Reg. Professional Engineer No. 12379
May 28, 1983

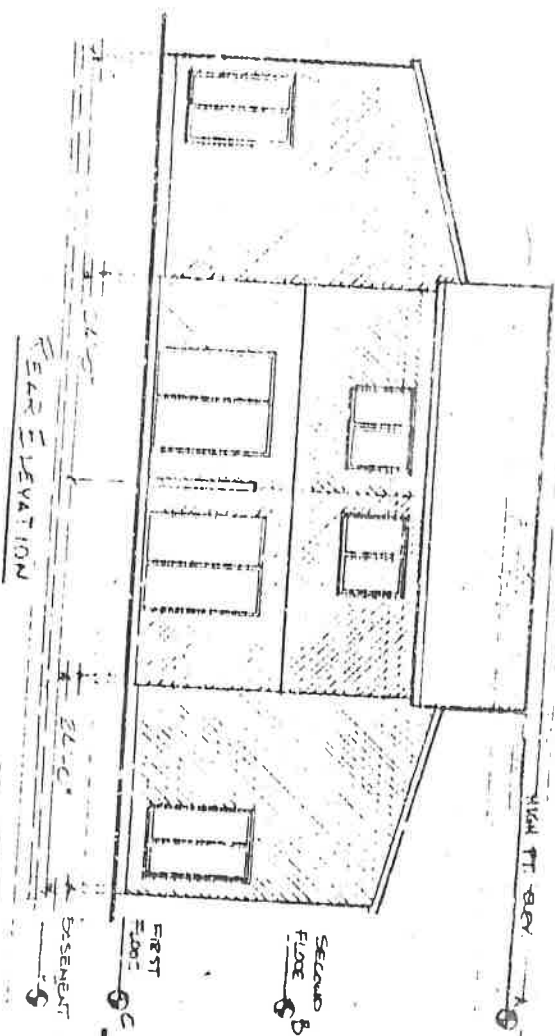
FIRST FLOOR



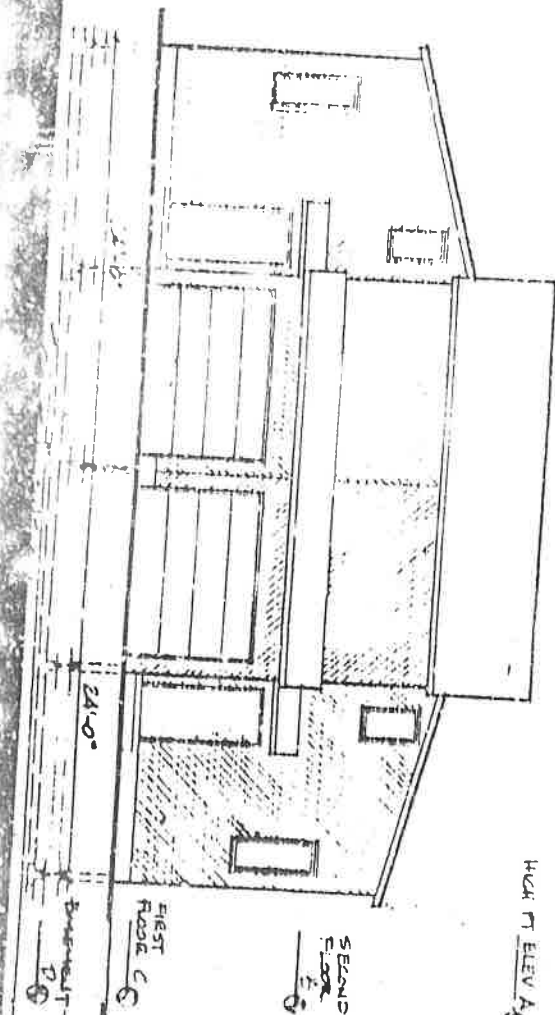
SECOND FLOOR



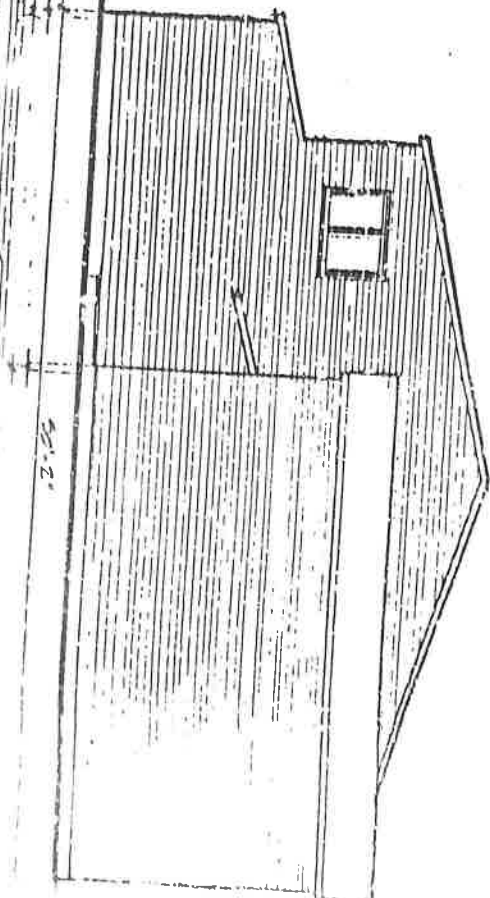
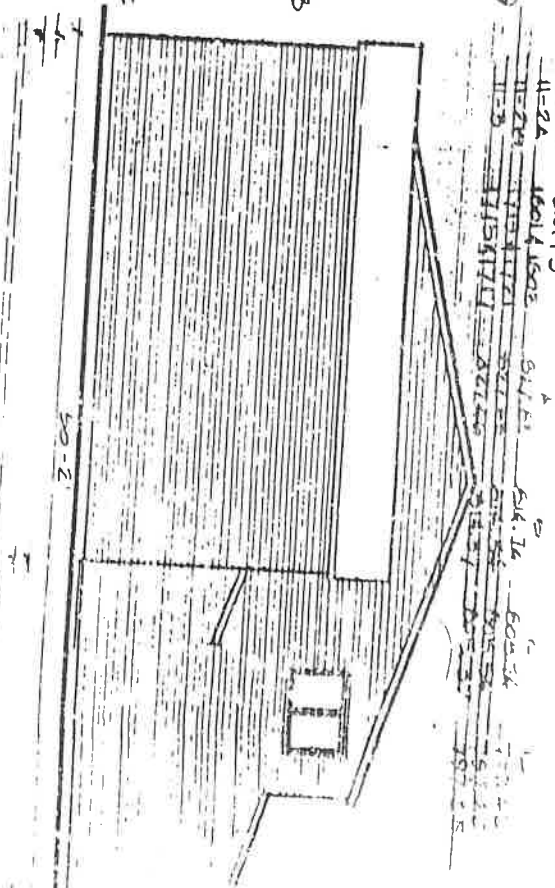
REAR ELEVATION



HIGH PT ELEV A



LEFT SIDE ELEVATION




11-2A
 11-2B
 11-3
 11-3A
 11-3B
 11-3C
 11-3D
 11-3E
 11-3F
 11-3G
 11-3H
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 11-3CD
 11-3CE
 11-3CF
 11-3CG
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 11-3CL
 11-3CM
 11-3CN
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 11-3CP
 11-3CQ
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 11-3CU
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AFFIDAVIT

I, JAMES R. HARRINGTON, being first duly sworn upon my oath, depose and say as follows:

1. That I am the President of KINGSRIDGE INVESTMENT, INC.
2. That Consents to Amendment of Declaration for Apartments 1, 2, 3, 4, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33 and 34 at EARTHSTONE, were previously recorded in Amendment to Declaration of Condominium in Miscellaneous Record 87, Page 585, under date of August 7, 1981, in the Office of the Recorder of Porter County, Indiana, and consents to Amendment of Declaration for Apartments 35 and 36 at EARTHSTONE were previously recorded in Amendment to Declaration of Condominium in Miscellaneous Record 94, Page 526, under date of June 15, 1983 in the Office of the Recorder of Porter County, Indiana, and Consent to Amendment to Declaration for Apartments 9 and 10 at EARTHSTONE were previously recorded in Amendment to Declaration of Condominium in Miscellaneous Record 95, Page 598, under the date of September 21, 1983 in the Office of the Recorder of Porter County, Indiana.

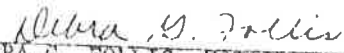


 JAMES R. HARRINGTON, AFFIANT

STATE OF INDIANA)
) SS:
 COUNTY OF PORTER)

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON, and being duly sworn upon his oath, says that he is the person who executed the foregoing AFFIDAVIT, that he has read the same and the statements therein contained are true to the best of his knowledge and belief this 19th day of October, 1983.





 DEBRA G. FOLLIS, NOTARY PUBLIC

A Porter County, Indiana Resident
 My Commission Expires: March 9, 1984

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

CONSENT TO AMENDMENT OF DECLARATION

The undersigned, as Owner(s) of Apartment Number 6 in EARTHSTONE, a Condominium, pursuant to Article XXI of the Declaration of Condominium filed in the Office of the Recorder of Porter County, Indiana, do hereby consent to amending said Declaration so as to incorporate additional condominium apartments to be built on real estate located in Porter County, Indiana, and legally described as follows, to wit:

A parcel of land in the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 6 West bounded and described as follows: Commencing at a point in the North line of said Southeast Quarter (SE1/4) which is 544.0 feet West of the Northeast Corner of said Southeast Quarter (SE1/4); thence West along said North line 123.0 feet; thence South parallel to the East line of said Southeast Quarter (SE1/4) 1310.0 feet; thence East parallel to said North line 20.0 feet; thence North parallel to said East line 439.1 feet; thence East parallel to said North line 206.0 feet; thence North parallel to said East line 720.90 feet; thence West parallel to said North line 103.0 feet; thence North parallel to said East line 150.0 feet to the Point of Commencement. Containing 4.37 acres, subject to all legal highways and easements.

EXHIBIT "C"

The undersigned do further acknowledge that by said Amendment, our interest in the common and limited common areas will be reduced to an amount presented by my unit divided into the total number of units existing upon annexed additions in the Condominium Regime known as EARTHSTONE, but said Amendment grants unto me no less than a one-thirty-sixth (1/36) interest in the common and limited common areas of the Condominium Regime known as EARTHSTONE, said interest to be the interest when all thirty-six (36) of the Condominium Apartments are placed upon the real estate originally deeded and to be deeded to the Condominium Regime known as EARTHSTONE.

PURCHASER(S):

Glen Skelton
GLEN SKELTON

Nancy Dickey
NANCY DICKEY

APPROVED BY MORTGAGEE:

L. M. Bann - Law Office

DATED: 9-23-83

STATE OF INDIANA)
COUNTY OF PORTER) SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 23rd day of September, 1983.

Dorothy L. Wayne
NOTARY PUBLIC

My County of Residence: Porter
My Commission Expires: Dec. 14, 1986
County of Residence: Porter

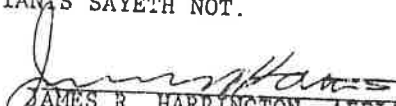
This instrument prepared by: RONALD P. NELSON, ATTORNEY AT LAW
302 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181.

AFFIDAVIT

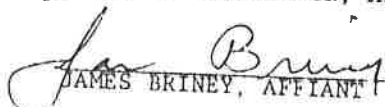
WE, JAMES R. HARRINGTON and JAMES BRINEY, being first
duly sworn upon our oaths, depose and say as follows:

1. That we constitute a majority of the Board of Directors
of EARTHSTONE, INC.
2. That we hereby consent to the Amendment of Declaration
of Condominium herein.

FURTHER THE AFFIANTS SAYETH NOT.



JAMES R. HARRINGTON, AFFIANT




JAMES BRINEY, AFFIANT

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said County and
State, personally appeared JAMES R. HARRINGTON and JAMES BRINEY,
and being duly sworn upon their oaths, say that they are the
persons who executed the foregoing AFFIDAVIT, that they have
read the same and the statements therein contained are true to
the best of their knowledge and belief this 19th day of
October, 1983.





DEBRA G. FOLLIS, NOTARY PUBLIC

A Porter County, Indiana Resident
My Commission Expires: March 9, 1984

AMENDMENT TO DECLARATION OF CONDOMINIUM

KINGSRIDGE INVESTMENT, INC., an Indiana Corporation, the developer of EARTHSTONE CONDOMINIUM REGIME, does hereby declare on behalf of itself, its successors, grantees and assigns, and with the consent of all those affected hereby, the Amendments as hereinafter set forth in the Declaration of Condominium, filed in the Office of the Recorder of Porter County, Indiana, on the 15th day of October, 1975, in Book 63, Page 102, Document Number 52114.

WITNESSETH:

1. That an additional building, common areas and limited common areas shall be incorporated in the Condominium Regime known as "EARTHSTONE", as set forth in Exhibit "A" herein, which is made a part hereof.

2. That the percentage of interest of each apartment in the entire condominium complex shall be, as a result of Amendments herein, 1/32 interest in the Condominium Regime known as EARTHSTONE, and subject to the original Condominium Documents as recorded, as above stated.

3. That the Amendments herein shall become effective upon the day of the recording of this Amendment of Declaration of Condominium in the Office of the Recorder of Porter County, Indiana, and shall be subject to all the terms and conditions of the original Declaration of Condominium recorded on October 15, 1975, in Book 63, Page 102, Document Number 52114, except as amended herein.

4. That this Amendment is made pursuant to the authority granted in the original Condominium Documents of the Earthstone Condominium Regime, in Section Thirteen and Section "twenty one", and also authorized by the consents given by the existing apartment owners and previously recorded as evidenced by

PORTER COUNTY
FILED
83 SEP 21 P340
LOIS S. ...
RECORDER

DULY ENTERED FOR TAXATION
SEP 21 1983
County of Porter
Auditor Porter County

Affidavit attached hereto, made a part hereof and marked Exhibit "B". Copies of previously unrecorded consents are attached hereto, made a part hereof and marked Exhibit "C".

5. That EARTHSTONE, INC., the Association responsible for the Condominiums, through a majority of its Board of Directors, does hereby consent to the Amendments herein, said consent is evidenced by Affidavit which is attached hereto, made a part hereof and marked Exhibit "D".

IN WITNESS WHEREOF, the developer, KINGSRIDGE INVESTMENT, INC., has executed this Amendment to Declaration of Condominium this 19th day of September, 1983.

KINGSRIDGE INVESTMENT, INC.

BY: [Signature]
JAMES R. HARRINGTON, PRESIDENT

ATTEST:

[Signature]
JAMES BRINEY,
SECRETARY

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON and JAMES BRINEY, known to me as President and Secretary respectively of KINGSRIDGE INVESTMENT, INC., and executed the foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM for and on behalf of KINGSRIDGE INVESTMENT, INC., and acknowledged the same for the uses and purposes therein set forth, this 19th day of September, 1983.



[Signature]
DEBRA G. FOLLIS, NOTARY PUBLIC

A Porter County, Indiana Resident

My Commission Expires:
March 9, 1984


This instrument prepared by: RONALD P. NELSON, ATTORNEY AT LAW
302 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181

VERIFIED STATEMENT OF ENGINEER

THAT I, E. DONALD BENGEL, PE, being duly sworn upon my oath, say as follows, to wit:

That the plans set out in Exhibit "A", fully and accurately depict the layout, location, unit numbers and dimensions of the Condominium Units as built upon the real estate described in this Amendment to Declaration of Condominium.


IN WITNESS WHEREOF, I have set my hand and seal this 20th day of SEPTEMBER, 1983.


E. DONALD BENGEL, PE
IND. REG. PROF. ENGR. NO. 12379

STATE OF INDIANA }
COUNTY OF PORTER } SS.

Comes now E. DONALD BENGEL, PE, and personally appears before me and upon his oath states and certifies that the statements made herein are true to the best of his knowledge and belief this 20th day of September, 1983.




DEBRA G. FOLLIS, NOTARY PUBLIC
A Porter County, Indiana Resident

My Commission Expires:
March 9, 1984

PARCEL 2-A Common Area (Building No. 2-A)

A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence West along the North line of said S.E. $\frac{1}{4}$, 667.00 feet; thence S $0^{\circ}0'0''$ E along a line parallel to the East line of said S.E. $\frac{1}{4}$, 291.81 feet to the point of beginning; thence continuing S $0^{\circ}0'0''$ E, 56.81 feet; thence S $90^{\circ}00'00''$ E, 100.82 feet; thence N $3^{\circ}00'00''$ W, 52.98 feet; thence S $87^{\circ}00'00''$ W, 20.83 feet; thence N $3^{\circ}00'00''$ W, 5.00 feet; thence N $90^{\circ}00'00''$ W, 77.00 feet to the point of beginning. Containing 0.128 Acre, more or less.

PARCEL 2-A-P Limited Common Area (Parking Area at Garages)

A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence West along the North line of said S.E. $\frac{1}{4}$, 667.00 feet; thence S $0^{\circ}0'0''$ E, on a line parallel to the East line of said S.E. $\frac{1}{4}$, 349.62 feet; thence S $90^{\circ}00'00''$ E, 100.82 feet; thence N $3^{\circ}00'00''$ W, 18.36 feet; to the point of beginning; thence continuing N $3^{\circ}00'00''$ W, 23.37 feet; thence N $90^{\circ}00'00''$ W, 20.00 feet; thence S $0^{\circ}0'0''$ E, 23.33 feet; thence S $90^{\circ}00'00''$ E, 21.22 feet to the point of beginning. Containing 0.011 Acre, more or less.

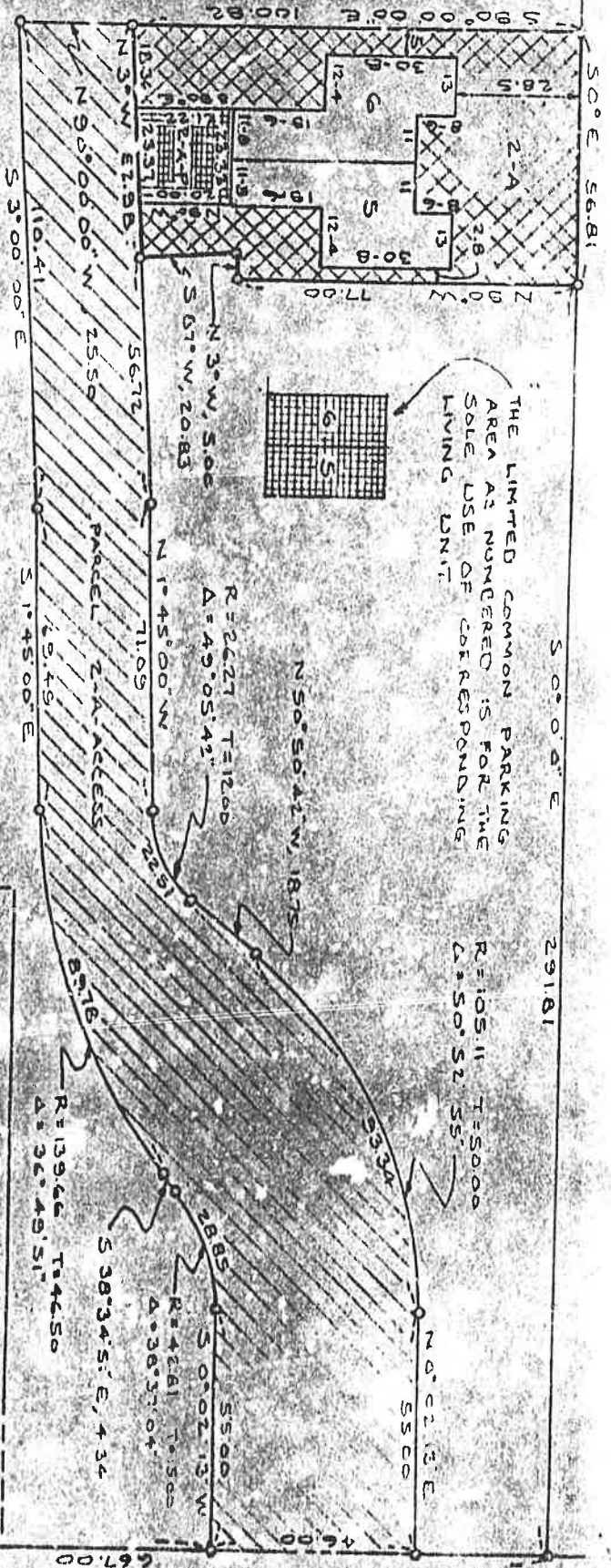
PARCEL 2-A-Access Ingress-Egress Area

A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence West along the North line of said S.E. $\frac{1}{4}$, 591.00 feet to the point of beginning; thence S $0^{\circ}02'13''$ W, 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest, whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = $38^{\circ}37'04''$, a distance of 28.85 feet along said curve; thence S $38^{\circ}34'51''$ E, 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast, whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = $36^{\circ}49'51''$, a distance of 89.70 feet along said curve; thence S $01^{\circ}45'00''$ E, 69.49 feet; thence S $3^{\circ}00'00''$ E, 110.41 feet; thence N $50^{\circ}00'00''$ W, 25.50 feet; thence N $3^{\circ}00'00''$ W, 109.70 feet; thence N $1^{\circ}45'00''$ W, 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast, whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = $49^{\circ}05'42''$, a distance of 22.51 feet along said curve; thence N $50^{\circ}50'42''$ W, 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest, whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = $50^{\circ}52'55''$, a distance of 90.34 feet along said curve; thence N $00^{\circ}02'13''$ E, 55.00 feet to the North line of said S.E. $\frac{1}{4}$; thence East along said North line, 46.00 feet to the point of beginning.

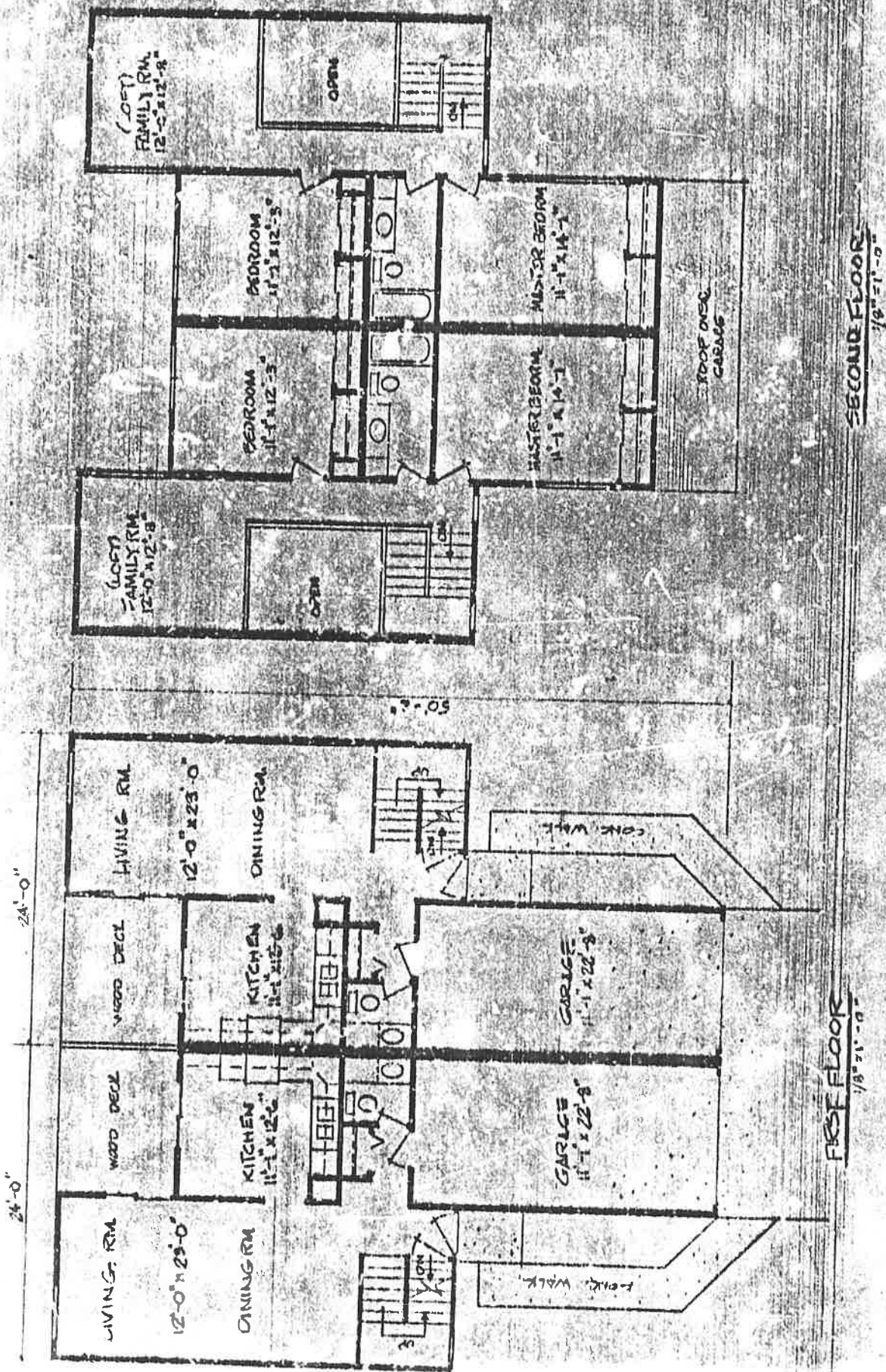
Prepared by: E. Donald Bengel
Indiana Reg. Professional Land Surveyor No. 12226
Indiana Reg. Professional Engineer No. 12379
May 23, 1983

EXHIBIT "A-2"

-  PARCEL 2-A-ACCESS INGRESS - EGRESS
-  PARCEL 2-A COMMON AREA
-  PARCEL 3-A-P LIMITED COMMON AREA



SCALE 1"=30'



AFFIDAVIT

I, JAMES R. HARRINGTON, being first duly sworn upon my oath, depose and say as follows:


1. That I am the President of KINGSRIDGE INVESTMENT, INC.
2. That Consents to Amendment of Declaration for Apartments 1, 2, 3, 4, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33 and 34 at EARTHSTONE, were previously recorded in Amendment to Declaration of Condominium in Miscellaneous Record 87, Page 585, under date of August 7, 1981, in the Office of the Recorder of Porter County, Indiana, and consents to Amendment of Declaration for Apartments 35 and 36 at EARTHSTONE were previously recorded in Amendment to Declaration of Condominium in Miscellaneous Record 94, Page 526, under the date of June 15, 1983 in the Office of the Recorder of Porter County, Indiana.


JAMES R. HARRINGTON, AFFIANT

STATE OF INDIANA }
COUNTY OF PORTER } SS.

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON, and being duly sworn upon his oath, says that he is the person who executed the foregoing AFFIDAVIT, that he has read the same and the statements therein contained are true to the best of his knowledge and belief this 19th day of September, 1983.



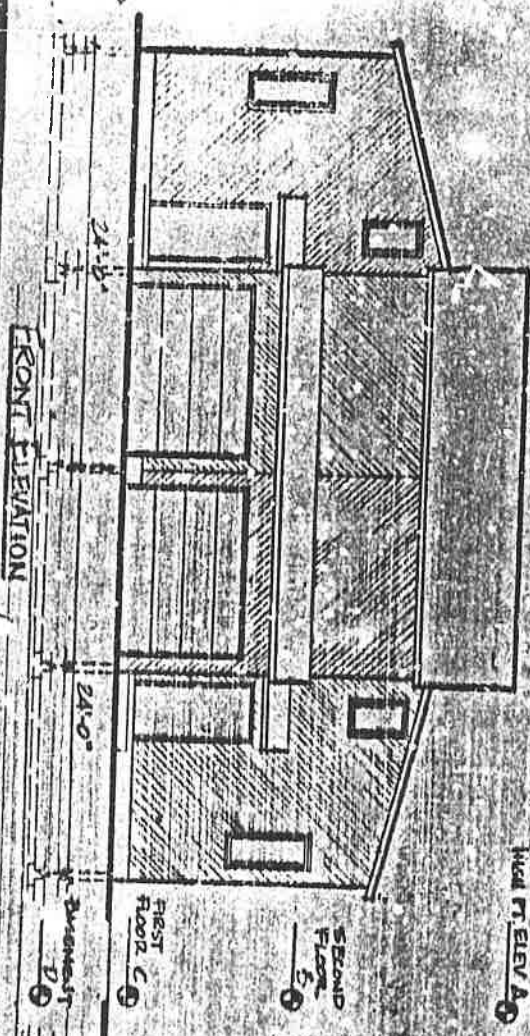

DEBRA G. FOLLIS, NOTARY PUBLIC
A Porter County, Indiana Resident

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

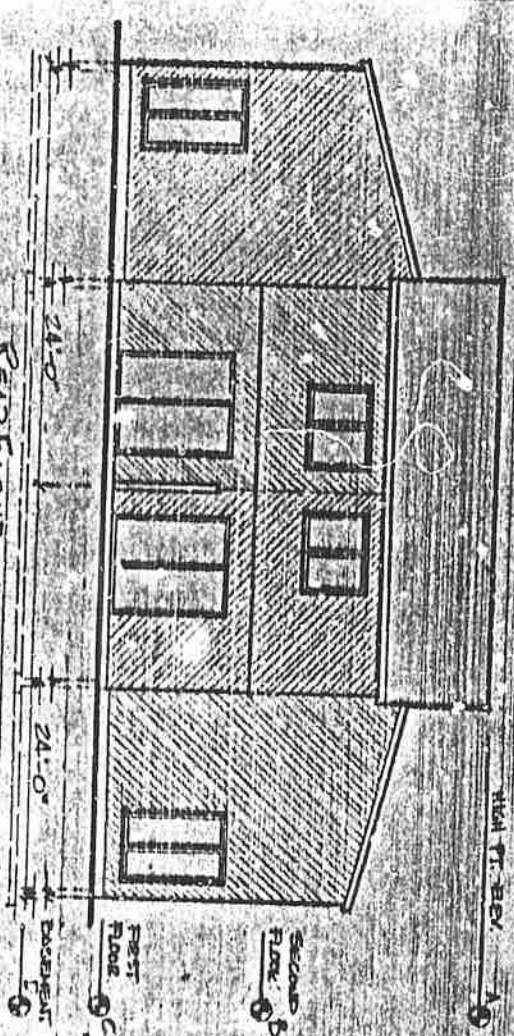
CONSENT TO AMENDMENT OF DECLARATION

The undersigned, as Owner(s) of Apartment Number 9 in EARTHSTONE, a Condominium, pursuant to Article XXI of the Declaration of Condominium filed in the Office of the Recorder of Porter County, Indiana, do hereby consent to amending said Declaration so as to incorporate additional condominium apartments to be built on real estate located in Porter County, Indiana, and legally described as follows, to wit:

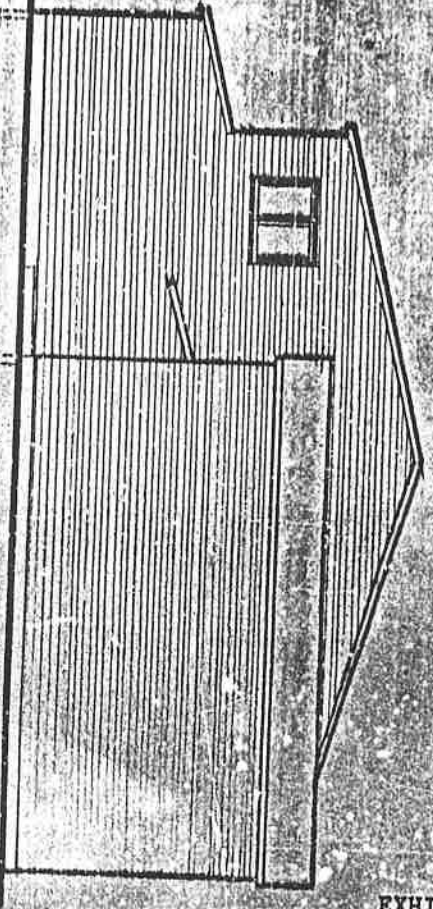
A parcel of land in the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 6 West bounded and described as follows:
Commencing at a point in the North line of said Southeast Quarter (SE1/4) which is 544.0 feet West of the Northeast Corner of said Southeast Quarter (SE1/4); thence West along said North line 123.0 feet; thence South parallel to the East line of said Southeast Quarter (SE1/4) 1310.0 feet; thence East parallel to said North line 20.0 feet; thence North parallel to said East line 439.1 feet; thence East parallel to said North line 206.0 feet; thence North parallel to said East line 720.90 feet; thence West parallel to said North line 103.0 feet; thence North parallel to said East line 150.0 feet to the Point of Commencement. Containing 4.37 acres, subject to all legal highways and easements.



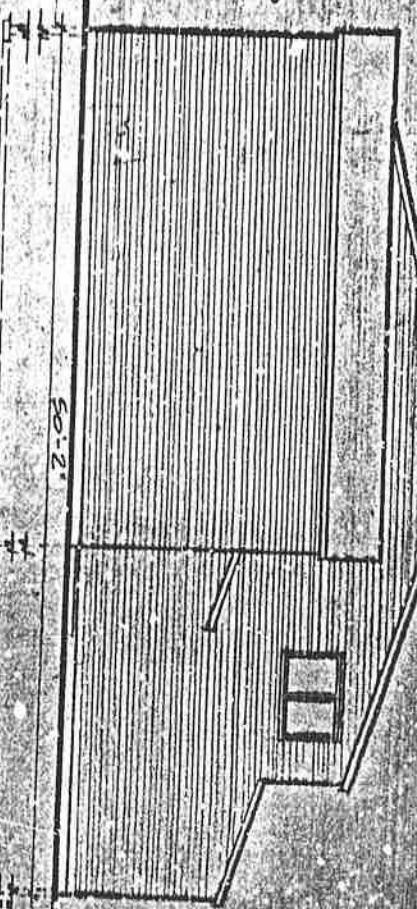
FRONT ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION



CLINA UNITS

CLINA	UNITS	A	B	C	D
11-24	150141003	537.65	514.76	500.74	797.42
11-20	1191101	527.65	514.76	500.74	797.22
11-3	1151111	527.65	514.76	500.74	797.05

STATE OF INDIANA }
 } SS:
COUNTY OF PORTER }

CONSENT TO AMENDMENT OF DECLARATION

The undersigned, an Owner of Apartment Number 10 in EARTHSTONE, a Condominium, pursuant to Article XXI of the Declaration of Condominium filed in the Office of the Recorder of Porter County, Indiana, does hereby consent to amending said Declaration so as to incorporate additional condominium apartments to be built on real estate located in Porter County, Indiana, and legally described as follows, to wit:

A parcel of land in the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 6 West bounded and described as follows: Commencing at a point in the North line of said Southeast Quarter (SE1/4) which is 544.0 feet West of the Northeast Corner of said Southeast Quarter (SE1/4); thence West along said North line 123.0 feet; thence South parallel to the East line of said Southeast Quarter (SE1/4) 1310.0 feet; thence East parallel to said North line 20.0 feet; thence North parallel to said East line 439.1 feet; thence East parallel to said North line 206.0 feet; thence North parallel to said East line 720.90 feet; thence West parallel to said North line 103.0 feet; thence North parallel to said East line 150.0 feet to the Point of Commencement. Containing 4.37 acres, subject to all legal highways and easements.

AFFIDAVIT

WE, JAMES R. HARRINGTON, and JAMES BRINEY, being first duly sworn upon our oath, depose and say as follows:

1. That we constitute a majority of the Board of Directors of EARTHSTONE, INC.
2. That we hereby consent to the Amendment of Declaration of Condominium herein.

FURTHER THE AFFIANTS SAYETH NOT.



JAMES R. HARRINGTON, AFFIANT

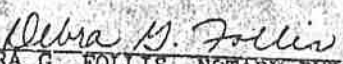


JAMES BRINEY, AFFIANT

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON and JAMES BRINEY, and being duly sworn upon their oaths, say that they are the persons who executed the foregoing AFFIDAVIT, that they have read the same and the statements therein contained are true to the best of their knowledge and belief this 19th day of September, 1983.





DEBRA G. FOLLIS, NOTARY PUBLIC
A Porter County, Indiana Resident

The undersigned does further acknowledge that by said Amendment, her interest in the common and limited common areas will be reduced to an amount presented by my unit divided into the total number of units existing upon annexed additions in the Condominium Regime known as EARTHSTONE, but said Amendment grants unto me no less than a one-thirty-sixth (1/36) interest in the common and limited common areas of the Condominium Regime known as EARTHSTONE, said interest to be the interest when all thirty-six (36) of the Condominium Apartments are placed upon the real estate originally deeded and to be deeded to the Condominium Regime known as EARTHSTONE.

PURCHASER:

Sharon L. Fetherston
SHARON L. FETHERSTON

APPROVED BY MORTGAGEE:

Mary J. Kovi ASST. SECRETARY

DATED: JUNE 30 1983

STATE OF INDIANA)
COUNTY OF _____) SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 30 day of JUNE, 1983.

Richard D. Feltz
NOTARY PUBLIC

My Commission Expires:

5-30-87

My County of Residence: _____




This instrument prepared by: RONALD P. NELSON, ATTORNEY AT LAW
302 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181

The undersigned do further acknowledge that by said Amendment, our interest in the common and limited common areas will be reduced to an amount presented by my unit divided into the total number of units existing upon annexed additions in the Condominium Regime known as EARTHSTONE, but said Amendment grants unto me no less than a one-thirty-sixth (1/36) interest in the common and limited common areas of the Condominium Regime known as EARTHSTONE, said interest to be the interest when all thirty-six (36) of the Condominium Apartments are placed upon the real estate originally deeded and to be deeded to the Condominium Regime known as EARTHSTONE.

PURCHASER(S):


KENNETH L. STUFFT


DANA C. STUFFT


APPROVED BY MORTGAGEE:




DATED: June 21, 1983

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 21st day of June, 1983.


NOTARY PUBLIC
Mary J. Gilton
My County of Residence: Porter



My Commission Expires:
5/6/85

This instrument prepared by: RONALD P. NELSON, ATTORNEY AT LAW
302 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181

29.00

AMENDMENT TO DECLARATION OF CONDOMINIUM

46582

KINGSRIDGE INVESTMENT, INC., an Indiana Corporation, the developer of Earthstone Condominium Regime, does hereby declare on behalf of itself, its successors, grantees and assigns, and with the consent of all those affected hereby, the Amendments as hereinafter set forth in the Declaration of Condominium, filed in the Office of the Recorder of Porter County, Indiana, on the 15th day of October, 1975, in Book 63, Page 102, Document Number 52114.

WITNESSETH:

1. That an additional building, common areas and limited common areas shall be incorporated in the Condominium Regime known as "EARTHSTONE", as set forth in Exhibit "A" herein, which is made a part hereof.

2. That the percentage of interest of each apartment in the entire condominium complex shall be, as a result of Amendments herein, 1/30 interest in the Condominium Regime known as EARTHSTONE, and subject to the original Condominium Documents as recorded as above stated.

3. That the Amendments herein shall become effective upon the day of the recording of this Amendment of Declaration of Condominium in the Office of the Recorder of Porter County, Indiana, and shall be subject to all the terms and conditions of the original Declaration of Condominium recorded on October 15, 1975, in Book 63, Page 102, Document Number 52114, except as amended herein.

4. That this Amendment is made pursuant to the authority granted in the original Condominium Documents of the Earthstone Condominium Regime, in Section Thirteen and Section Twenty-one

SI OF IK
PORTER COUNTY
FILED FOR RECORD
83 JUN 15 P35
LOIS C. KAUFMAN
RECORDER

DULY ENTERED FOR TAXATION
JUN 15 1983
County of Porter
Auditor

and also authorized by the consents given by the existing apartment owners and previously recorded as evidenced by Affidavit attached hereto, made a part hereof and marked Exhibit "B". Copies of previously unrecorded consents are attached hereto, made a part hereof and marked Exhibit "C".

5. That EARTHSTONE, INC., the Association responsible for the Condominiums, through a majority of its Board of Directors, does hereby consent to the Amendments herein, said consent is evidenced by Affidavit, which is attached hereto, made a part hereof, and marked Exhibit "D".

IN WITNESS WHEREOF, the developer, KINGSRIDGE INVESTMENT, INC., has executed this Amendment to Declaration of Condominium this 15th day of June, 1983.

KINGSRIDGE INVESTMENT, INC.

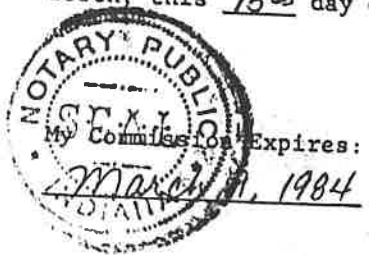
BY: [Signature]
JAMES R. HARRINGTON, PRESIDENT

ATTEST:

[Signature]
JAMES BRINEY, SECRETARY

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON and JAMES BRINEY, who being duly sworn upon their oaths, acknowledged that they are the President and Secretary respectively of KINGSRIDGE INVESTMENT, INC., and that as they are authorized and empowered so to do, executed the above and foregoing AMENDMENT TO DECLARATION OF CONDOMINIUM for and on behalf of KINGSRIDGE INVESTMENT, INC., an Indiana Corporation, for the uses and purposes therein set forth, this 15th day of June, 1983.



[Signature]
NOTARY PUBLIC Debra G. Follis
My County of Residence: Porter

This instrument prepared by: RONALD P. NELSON, ATTORNEY AT LAW
302 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181

VERIFIED STATEMENT OF ENGINEER

THAT I, E. DONALD BENGEL, PE, being duly sworn upon my oath, say as follows, to wit:

That the plans set out in Exhibit "A", fully and accurately depict the layout, location, unit numbers and dimensions of the Condominium Units as built upon the real estate described in this Amendment to Declaration of Condominium.

IN WITNESS WHEREOF, I have set my hand and seal this 15TH day of June, 1983.

E. Donald Bengel, PE
E. DONALD BENGEL, PE

STATE OF INDIANA)
COUNTY OF PORTER) SS:

Comes now E. DONALD BENGEL, PE, and personally appears before me and upon his oath states and certifies that the statements made herein are true to the best of his knowledge and belief this 15th day of June, 1983.

My Commission Expires:
March 9, 1984

Debra G. Follis
DEBRA G. FOLLIS, NOTARY PUBLIC
A Porter County, Indiana Resident




EXHIBIT "A-1"

PARCEL 3-B Common Area (Building No. 3-B)

A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence West along the North line of said S.E. $\frac{1}{4}$, 667.00 feet; thence S $0^{\circ}0'0''$ E along a line parallel to the East line of said S.E. $\frac{1}{4}$, 407.62 feet to the point of beginning; thence S $90^{\circ}00'00''$ E, 101.25 feet; thence S $0^{\circ}0'0''$ E, 63.06 feet; thence N $89^{\circ}57'47''$ W, 101.25 feet; thence N $0^{\circ}0'0''$ W, 63.00 feet to the point of beginning. Containing 0.246 Acres, more or less.

PARCEL 3-B-P Limited Common Area (Parking Area at Gagages)

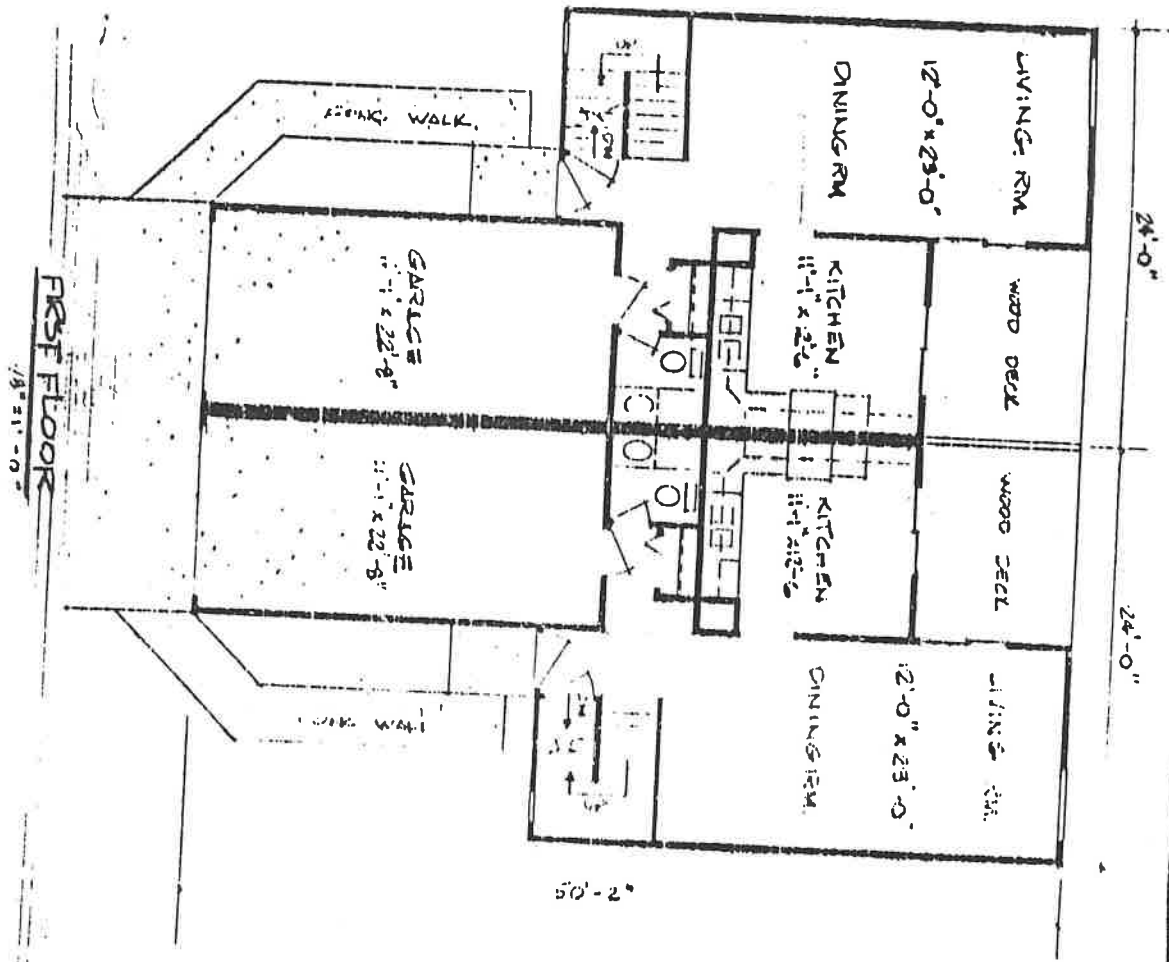
A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M. in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence West along the North line of said S.E. $\frac{1}{4}$, 667.00 feet; thence S $0^{\circ}0'0''$ E along a line parallel to the East line of said S.E. $\frac{1}{4}$, 407.62 feet; thence S $90^{\circ}00'00''$ E, 101.25 feet; thence S $0^{\circ}0'0''$ E, 17.33 feet to the point of beginning; thence continuing S $0^{\circ}0'0''$ E, 23.33 feet; thence N $90^{\circ}00'00''$ W, 27.00 feet; thence N $0^{\circ}0'0''$ W, 23.33 feet; thence S $90^{\circ}00'00''$ E, 27.00 feet to the point of beginning. Containing 0.014 Acre, more or less.

PARCEL 3-B-Access Ingress-Egress Area

A parcel of land in the S.E. $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M. in the City of Valparaiso, Porter County, Indiana described as follows: Commencing at the N.E. corner of said S.E. $\frac{1}{4}$; thence West along the North line of said S.E. $\frac{1}{4}$, 591.00 feet to the point of beginning; thence S $0^{\circ}02'13''$ W, 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest, whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = $38^{\circ}37'04''$, a distance of 28.85 feet along said curve; thence S $38^{\circ}34'51''$ E, 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = $36^{\circ}49'51''$, a distance of 89.78 feet along said curve; thence S $01^{\circ}45'00''$ E, 69.49 feet; thence S $3^{\circ}00'00''$ E, 118.53 feet; thence S $0^{\circ}0'0''$ E, 114.78 feet; thence N $89^{\circ}57'47''$ W, 25.50 feet; thence N $0^{\circ}0'0''$ W, 113.95 feet; thence N $3^{\circ}00'00''$ W, 117.82 feet; thence N $1^{\circ}45'00''$ W, 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = $49^{\circ}05'42''$, a distance of 22.51 feet along said curve; thence N $50^{\circ}50'42''$ W, 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.11 feet, tangent = 50.00 feet, deflection angle = $50^{\circ}52'55''$, a distance of 93.34 feet along said curve; thence N $00^{\circ}02'13''$ E, 55.00 feet to the North line of said S.E. $\frac{1}{4}$; thence East along said North line, 46.00 feet to the point of beginning.

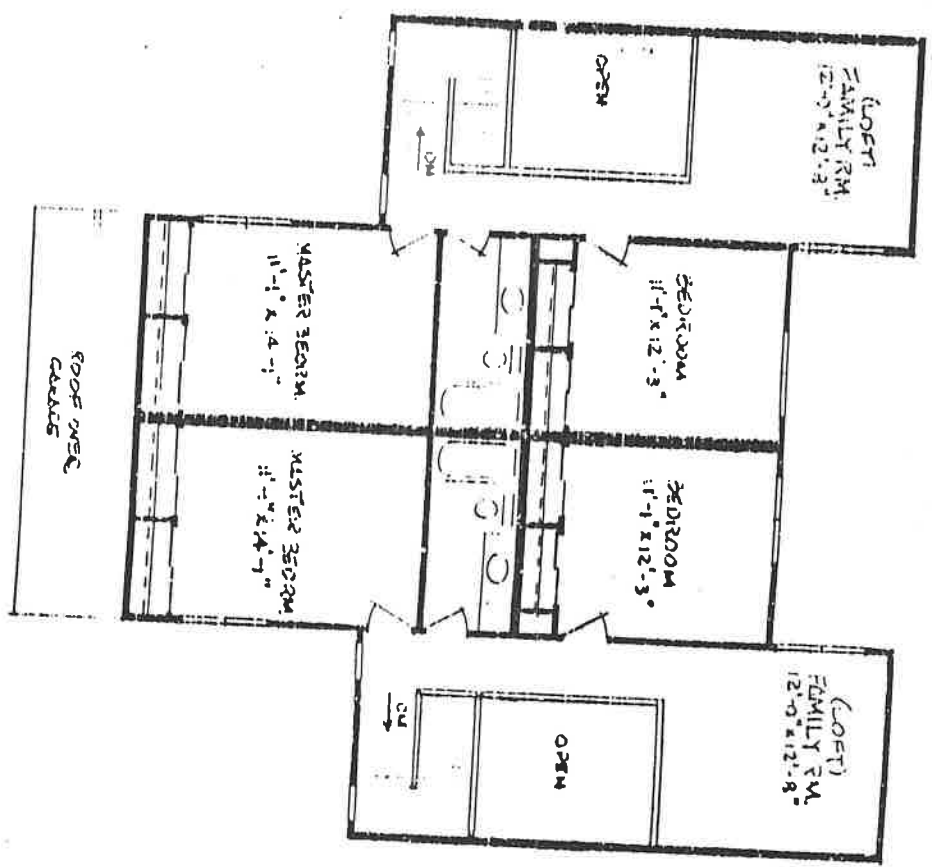
Prepared by: E. Donald Bengel
Indiana Reg. Professional Land Surveyor No. 12226
Indiana Reg. Professional Engineer No. 12379
May 28, 1983

Exhibit "A-2"



FIRST FLOOR

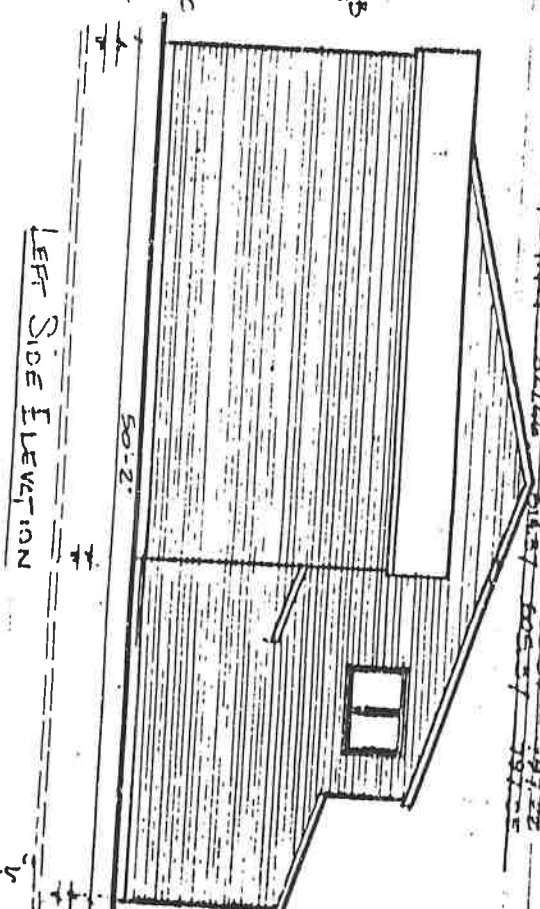
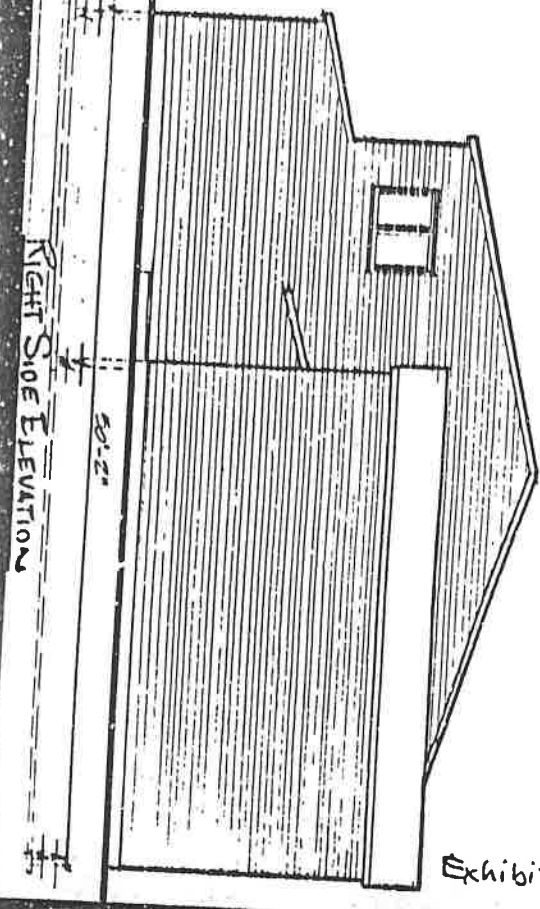
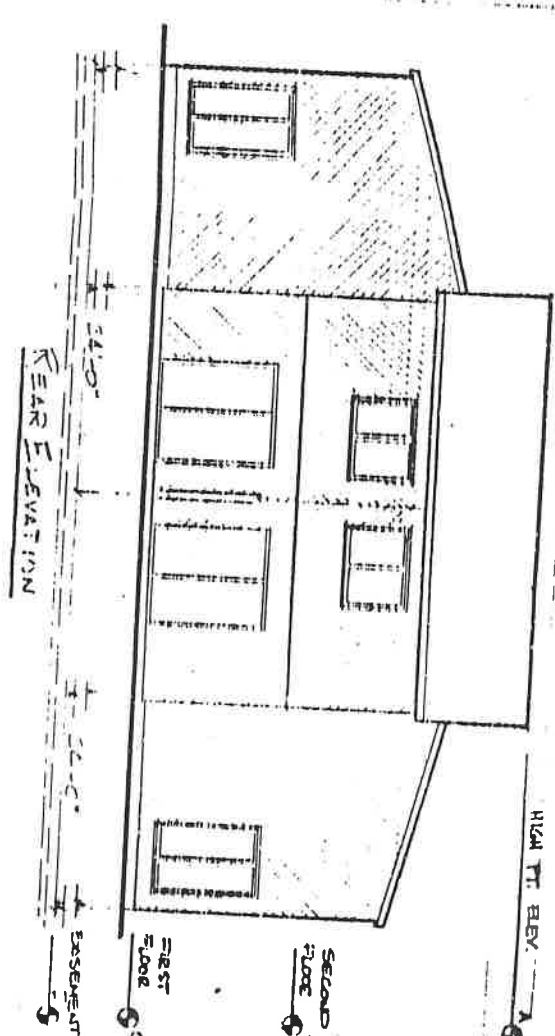
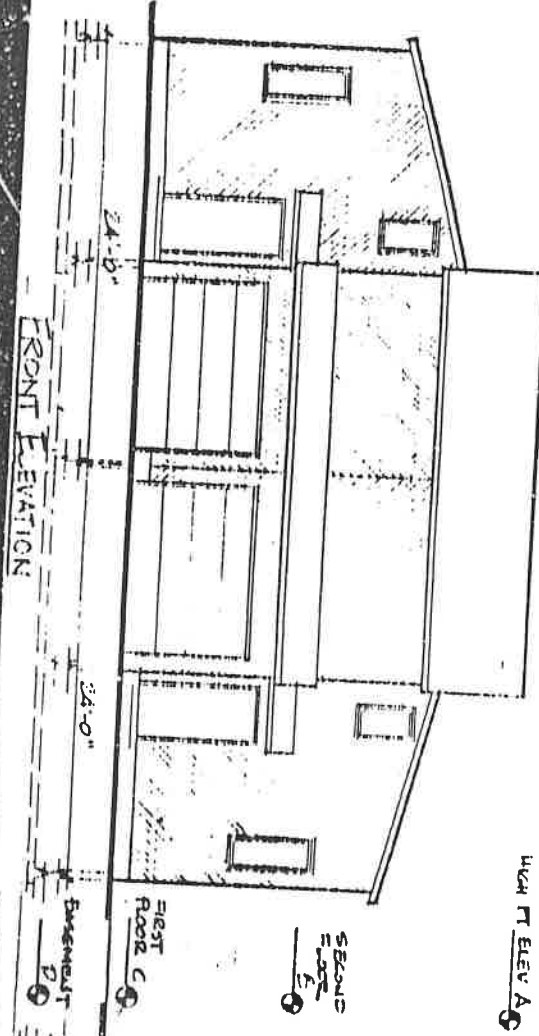
1/8" = 1'-0"



SECOND FLOOR

1/8" = 1'-0"

Exhibit "A-4"



W/4 T' ELEV A

W/4 T' BEV A

DATE	UNIT	A	B	C	D
11-24	160141603	527.52	546.74	600.74	792.42
11-20	171941721	527.52	514.24	505.54	797.22
11-3	171541717	527.52	514.24	505.54	797.22

Exhibit "A-5"

AFFIDAVIT

I, JAMES R. HARRINGTON, being first duly sworn upon my oath, depose and say as follows:

1. That I am the President of KINGSRIDGE INVESTMENT, INC.
 2. That Consents to Amendment of Declaration for Apartments 1, 2, 3, 4, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30, 31, 32, 33 and 34 at EARTHSTONE, were previously recorded in Amendment to Declaration of Condominium in Miscellaneous Record 87, Page 585, under date of August 7, 1981, in the Office of the Recorder of Porter County, Indiana.
- FURTHER THE AFFIANT SAYETH NOT.

James R. Harrington

JAMES R. HARRINGTON, AFFIANT

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON, and being duly sworn upon his oath, says that he is the person who executed the foregoing AFFIDAVIT, that he has read the same and the statements therein contained are true to the best of his knowledge and belief this 15th day of June, 1983.



My Commission Expires:
March 9, 1984

Debra G. Follis

NOTARY PUBLIC *Debra G. Follis*
My County of Residence: Porter

EXHIBIT "B"

STATE OF INDIANA)
COUNTY OF PORTER) SS:

CONSENT TO AMENDMENT OF DECLARATION

The undersigned, as Owner of Apartment number 36 in EARTHSTONE, a Condominium, pursuant to Article XXI of the Declaration of Condominium filed in the Office of the Recorder of Porter County, Indiana, do hereby consent to amending said Declaration so as to incorporate additional condominium apartments to be built on real estate located in Porter County, Indiana, and legally described as follows, to wit:

A parcel of land in the Southeast Quarter (SE1/4) of Section 13, Township 35 North, Range 6 West bounded and described as follows: Commencing at a point in the North line of said Southeast Quarter (SE1/4) which is 544.0 feet West of the Northeast Corner of said Southeast Quarter (SE1/4); thence West along said North line 123.0 feet; thence South parallel to the East line of said Southeast Quarter (SE1/4) 1310.0 feet; thence East parallel to said North line 20.0 feet; thence North parallel to said East line 439.1 feet; thence East parallel to said North line 206.0 feet; thence North parallel to said East line 720.90 feet; thence West parallel to said North line 103.0 feet; thence North parallel to said East line 150.0 feet to the Point of Commencement. Containing 4.37 acres, subject to all legal highways and easements.

Exhibit "C-2"

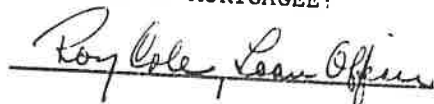
The undersigned do further acknowledge that by said Amendment, our interest in the common and limited common areas will be reduced to an amount presented by my unit divided into the total number of units existing upon annexed additions in the Condominium Regime known as EARTHSTONE, but said Amendment grants unto me no less than a one-thirty-sixth (1/36) interest in the common and limited common areas of the Condominium Regime known as EARTHSTONE, said interest to be the interest when all thirty-six (36) of the Condominium Apartments are placed upon the real estate originally deeded and to be deeded to the Condominium Regime known as EARTHSTONE.

PURCHASER(S):


THOMAS P. McCORMICK


JULIANNE McCORMICK

APPROVED BY MORTGAGEE:



DATED: April 30, 1983

STATE OF INDIANA)
COUNTY OF PORTER) SS:

Subscribed and sworn to before me, a Notary Public in and for said County and State this 30th day of April, 1983.


NOTARY PUBLIC Mary J. Girton

My Commission Expires:

5/6/85

My County of Residence: Porter

This instrument prepared by:


RONALD P. NELSON, Attorney at Law
301 Indiana Avenue
Valparaiso, IN 46383
(219) 462-3181

AFFIDAVIT

WE, JAMES R. HARRINGTON and JAMES BRINEY, being first
duly sworn upon our oath, depose and say as follows:

1. That we constitute a majority of the Board of
Directors of EARTHSTONE, INC.
2. That we hereby consent to the Amendment to Declaration
of Condominium herein.

FURTHER THE AFFIANTS SAYETH NOT.


JAMES R. HARRINGTON, AFFIANT


JAMES BRINEY, AFFIANT

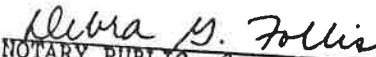
STATE OF INDIANA)
COUNTY OF PORTER) SS:

Before me, a Notary Public in and for said County and State,
personally appeared JAMES R. HARRINGTON and JAMES BRINEY, and
being duly sworn upon their oaths, say that they are the persons
who executed the foregoing AFFIDAVIT, that they have read the
same and the statements therein contained are true to the best
of their knowledge and belief this 15th day of June,
1983.



My Commission Expires:

March 9, 1984


NOTARY PUBLIC Debra G. Follis

My County of Residence: Porter

AMENDMENT TO DECLARATION OF CONDOMINIUM

KINGSRIDGE INVESTMENT, INC., an Indiana Corporation, the developer of Earthstone Condominium Regime, does hereby declare on behalf of itself, its successors, grantees and assigns and with the consent of all those affected hereby, the Amendments as hereinafter set forth to the Declaration of Condominium, filed in the Office of the Recorder of Porter County, Indiana on the 15th day of October, 1975, in book 63, page 102, Document Number 52114.

WITNESSETH

1. That an additional building, common areas and limited common areas shall be incorporated in the Condominium Regime known as "EARTHSTONE" as set forth in EXHIBIT "A" herein which is made a part hereof.
2. That the percentage of interest of each apartment in the entire condominium complex shall be, as a result of Amendments herein, 1/28 interest in the Condominium Regime known as EARTHSTONE, and subject to the original Condominium Documents as recorded as above stated.
3. That the Amendments herein shall become effective upon the day of the recording of this Amendment of Declaration of Condominium in the Office of the Recorder of Porter County, Indiana, and shall be subject to all the terms and conditions of the original Declaration of Condominium recorded on October 15, 1975 in book 63, page 102, Document Number 52114, except as amended herein.
4. That this Amendment is made pursuant to the authority granted in the original Condominium Documents of the Earthstone Condominium Regime, in Section Thirteen and Section Twenty-one and also authorized by the consents given by the existing apartment owners, copies of said consents which are attached hereto, made a part hereof and marked Exhibit "B".

1981 AUG 7 PM 1 53

LOIS J. LAUFMAN
RECORDER

5. That as required by the Condominium documents, the Board of Directors of Earthstone, Inc., the Association responsible for the Condominiums, does hereby consent to the Amendments herein, said consent which is attached hereto, made a part hereof and marked Exhibit "C".

IN WITNESS WHEREOF, the developer, KINGSRIDGE INVESTMENT, INC., has executed this Amendment to Declaration of Condominium this 6th day of August, 1981.

KINGSRIDGE INVESTMENT, INC.

BY: James R. Harrington
JAMES R. HARRINGTON, President

ATTEST:

James Briney
JAMES BRINEY, Secretary

STATE OF INDIANA)
COUNTY OF PORTER) SS:

Before me, a Notary Public in and for said County and State, personally appeared JAMES R. HARRINGTON and JAMES BRINEY, who, being duly sworn upon their oaths, acknowledged that they are the President and Secretary respectively of KINGSRIDGE INVESTMENT, INC., and that as they are authorized and empowered so to do, executed the above and foregoing Amendment to Declaration of Condominium for and on behalf of KINGSRIDGE INVESTMENT, INC., an Indiana Corporation, for the uses and purposes therein set forth.

Dated this 6th day of August, 1981.



Debra G. Follis
DEBRA G. FOLLIS, Notary Public

PARCEL #27 Common Area

A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35 North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE $\frac{1}{4}$ which lies 544.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-00'-00" along a line parallel with the East line of the said SE $\frac{1}{4}$, 150.00 feet to the point of beginning; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 110.94 feet; thence N 89°-57'-47" W 84.20 feet; thence S 03°-00'-00" E 10.00 feet; thence S 87°-00'-00" W 20.00 feet; thence N 03°-00'-00" W 24.78 feet; thence N 01°-45'-00" W 69.49 feet; thence E 90°-00'-00" 4.57 feet; thence N 00°-00'-00" 18.00 feet to the point of beginning, containing .474 acres more or less.

PARCEL #2 Ingress Egress Area

A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35, North, Range 6 West of the 2nd P.M., described as beginning at a point on the North line of said SE $\frac{1}{4}$ which lies 591.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-02'-13" W 55.00 feet; thence Southeasterly along a circular curve being convex to the Southwest whose radius = 42.81 feet, tangent = 15.00 feet, deflection angle = 38°-37'-04", a distance of 28.85 feet along said curve; thence S 38°-34'-51" E 4.34 feet; thence Southeasterly along a circular curve being convex to the Northeast whose radius = 139.66 feet, tangent = 46.50 feet, deflection angle = 36°-49'-51", a distance of 89.78 feet along said curve; thence S 01°-45'-00" E 69.49 feet; thence S 03°-00'-00" E 34.68 feet; thence S 89°-57'-47" W 25.53 feet; thence N 03°-00'-00" W 53.74 feet; thence N 01°-45'-00" W 71.09 feet; thence Northwesterly along a circular curve being convex to the Northeast whose radius = 26.27 feet, tangent = 12.00 feet, deflection angle = 49°-05'-42", a distance of 22.51 feet along said curve; thence N 50°-50'-42" W 18.75 feet; thence Northwesterly along a circular curve being convex to the Southwest whose radius = 105.12 feet, tangent = 50.00 feet, deflection angle = 50°-52'-55", a distance of 93.34 feet along said curve; thence N 00°-02'-13" E 55.00 feet to the North line of said SE $\frac{1}{4}$; thence East along said North line, 46.00 feet to the point of beginning.

PARCEL #28 Limited Common Area

A parcel of land in the SE $\frac{1}{4}$ of Section 13, Township 35, North, Range 6 West of the 2nd P.M., described as commencing at a point on the North line of said SE $\frac{1}{4}$ which lies 544.00 feet West of the Northeast corner of said SE $\frac{1}{4}$; thence S 00°-00'-00" along a line parallel with the East line of the said SE $\frac{1}{4}$, 150.00 feet; thence S 89°-57'-47" E 103.00 feet; thence S 00°-00'-00" 110.94 feet; thence N 89°-57'-47" W 84.20 feet to the point of beginning; thence S 03°-00'-00" E 10.00 feet; thence S 87°-00'-00" W 20.00 feet; thence N 03°-00'-00" W 20.00 feet; thence N 87°-00'-00" E 20.00 feet; thence S 03°-00'-00" E 10.00 feet to the point of beginning, containing .009 acres more or less.

STATE OF INDIANA)

) SS

Date Oct-6-1975

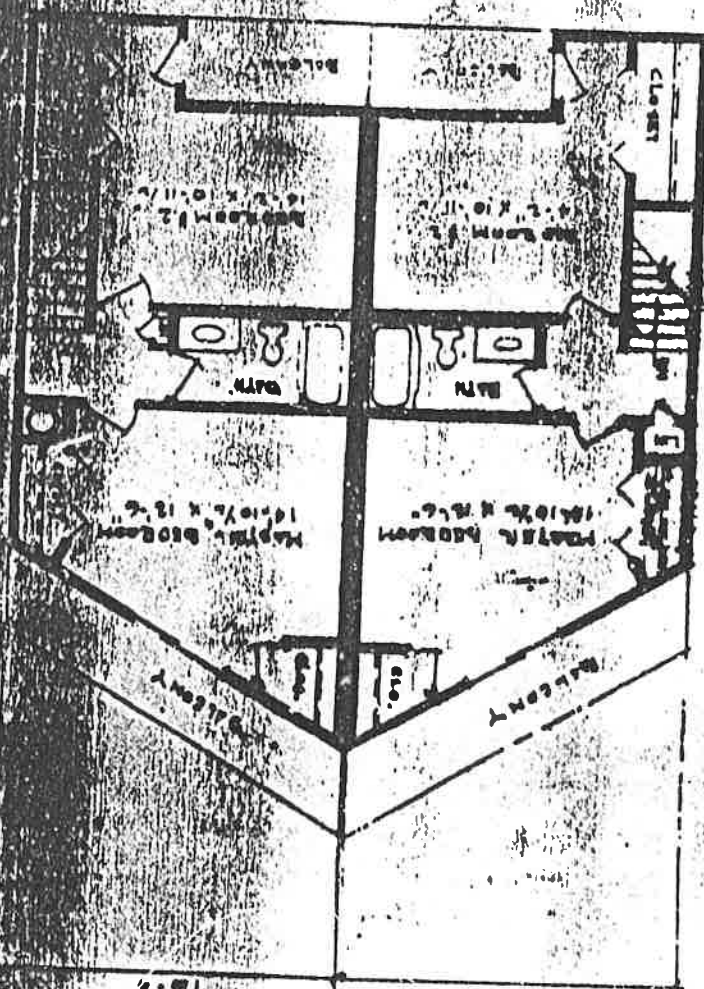
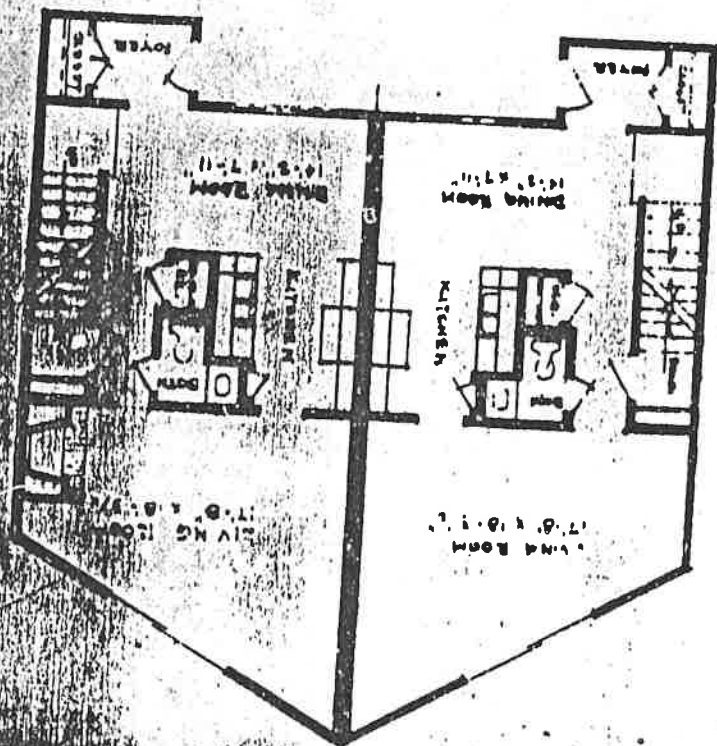
COUNTY OF PORTER)

This is to certify that I have surveyed the above described parcels according to the official records and that this Plat correctly represents said survey.

William T. Mamelson

William T. Mamelson
Indiana Registered Land Surveyor No. 10135



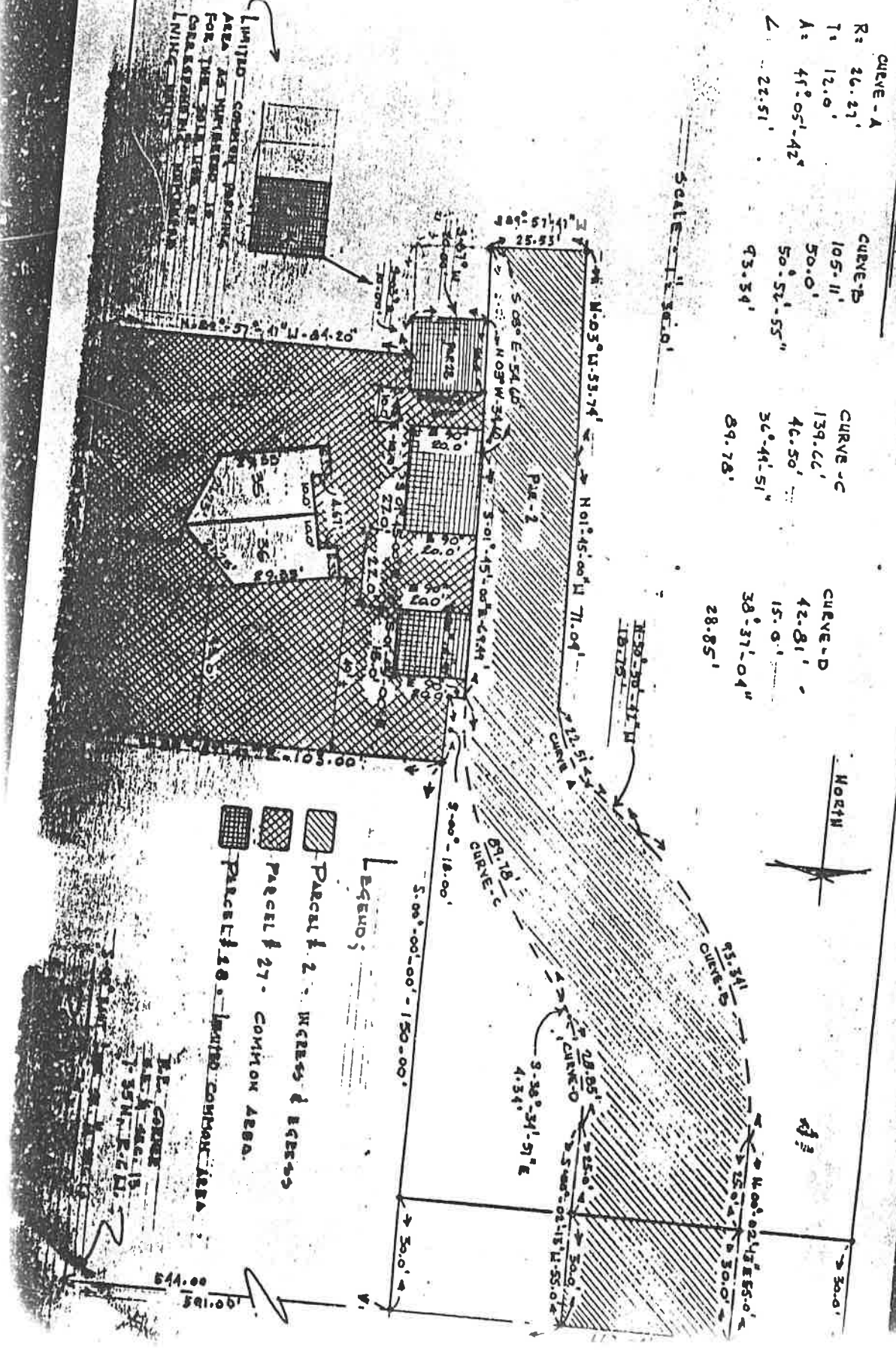


CURVE DATA:

CURVE - A	CURVE - B	CURVE - C	CURVE - D
R: 26.21'	105.11'	139.66'	42.81'
T: 12.0'	50.0'	46.50'	15.0'
A: 41° 05' - 42°	50° 52' - 55"	36° 44' - 51"	38° 37' - 04"
L: 22.51'	93.34'	89.78'	28.85'

SCALE 1" = 30.0'

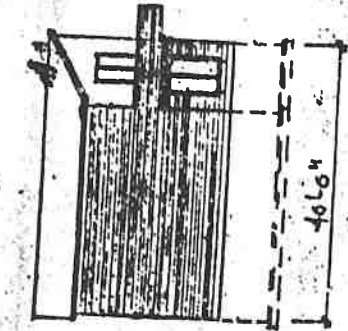
NORTH



LIMITED COMMON PARTS AREA AS INDICATED FOR THE JOINT USE OF GARAGEWAYS AND DRIVEWAYS

LEGEND:
 Parcel 18 - Limited Common Area
 Parcel 27 - Common Area
 Parcel 28 - Access & Egress

PL. CURVE
 11.51-51
 1875-1175

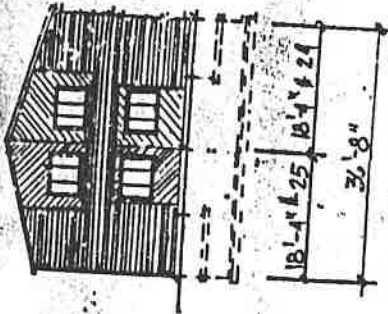


HI PT 826.26

2ND FLR 813.26

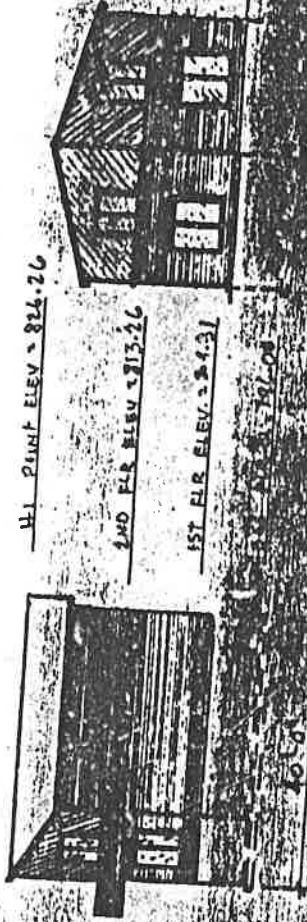
1ST FLR 804.31

BASE FLR = 796.00



FRONT ELEVATION

RIGHT END ELEVATION



HI POINT ELEV = 826.26

2ND FLR ELEV = 813.26

1ST FLR ELEV = 804.31

BASE FLR = 796.00

2006-012247

AMENDMENT TO EARTHSTONE, INC., COVENANTS

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
04/27/2006 10:16AM

The following Amendment to the covenants of Earthstone, Inc., a/k/a Earthstone Condominium Association executed on March 11, 1975 and recorded on October 15, 1975 in Miscellaneous Record 63, Page 102, was duly adopted by the Board of Directors of the Earthstone Condominium Association and consented to by the home owners, thereof effective January 25, 2006:

No units may be rented and must be owner-family occupied. Any units currently leased can remain so until expiration of the current lease. Upon expiration the unit must return to owner occupancy.

The undersigned officers were directed to execute and record of public record the foregoing action for purposes of providing record notice to all owners and future owners in Earthstone.

2006-012247

DATED: April 24, 2006

EARTHSTONE, INC.

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
04/27/2006 10:16AM
LINDA D. TRINKLER
RECORDER

BY: Charles A. Craycraft President
CHARLES A. CRAYCRAFT, President

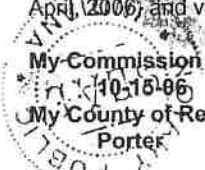
REC FEE: \$13.00
PAGES: 1

BY: Julie Mortier
JULIE MORTIER, Secretary

BY: Raymelle Hickey, Treas.
RAYMELLE HICKEY, Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles A. Craycraft, President, Julie Mortier, Secretary and Raymelle Hickey, Treasurer, and acknowledged the execution of this instrument on this 24th day of April, 2006, and verified their authority to execute the same.



Hugo E. Martz
HUGO E. MARTZ, Notary Public

My Commission Expires: 10-15-06
My County of Residence: Porter

THIS INSTRUMENT PREPARED BY: HUGO E. MARTZ, Attorney at Law,
Six North Michigan Avenue, Valparaiso, Indiana 46383,
Telephone: (219) 462-1529.