

82 38856

DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR
THE LOCKERBIE GLOVE COMPANY CONDOMINIUM

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
JUN 22 9 10 AM '82

WHEREAS, The Lockerbie Glove Company, an Indiana Limited Partnership, ("Grantor") owns certain real property herein described: and

WHEREAS, Grantor has improved or will improve such property by renovating the property into a sixty (60) unit multifamily structure to be known as The Lockerbie Glove Company Condominium, in accordance with the plans and specifications prepared by Archonics Design Partnership (such plans being on record in the Office of the Recorder of Marion County, Indiana as File Number 82-38856); and

WHEREAS, Grantor establishes by this Declaration a plan for the individual ownership of the real property estate, consisting of the area or space contained in each of the apartment units in the multifamily structure, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining real property ("Common Areas and Facilities"); to be governed by the provisions of Indiana Horizontal Property Law as now or hereafter amended;

NOW THEREFORE, Grantor, as fee owner of the real property described in Exhibit "A" hereto ("Property"), hereby makes the following declaration as to division, covenants, restrictions, limitations, and uses to which the Property consisting of a

multifamily structure consisting of Six (6) stories, one (1) basement and containing Sixty (60) units, together with appurtenances may be put. This Declaration shall constitute covenants to run with the land and shall be binding upon Grantor, its successors and assigns, and upon all subsequent owners of all or any part of the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1. Creation. Grantor, in order to establish a plan of condominium ownership for the Property covenants and agrees that it divides the Property into the following separate freehold estates:

- (a) Sixty (60) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the Sixty (60) apartment units in the structure and including the garage space assigned thereto ("Apartment Spaces").
- (b) The remaining portion of the real property, including the multifamily structure and the Property, the land, roof, main walls, slabs, elevators, elevator shafts, staircases, lobbies, halls, parking spaces, storage spaces, community and commercial facilities, water tanks, trees, pavement, balconies, pipes, wires, conduits, air conditioners, ducts, and public utility lines ("Common Area and Facilities").

2. Interest in Common Areas. For purposes of this Declaration the ownership of each Apartment Space shall include the respective undivided interest in the common areas and facilities specified in Exhibit B hereto, and each Apartment Space, together with the undivided interest in the common areas and facilities attributable thereto, shall be referred to herein as a "Family Unit."

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3. Description of Each Unit. The Sixty (60) individual Apartment Spaces hereby established and to be individually conveyed are described as follows:

First Floor

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
101	1	1	1037.2
102	1	1 1/2	1145.5
103	2	1	1240.5
104	2	2	1462
105	1	1	927
106	1	1	1037.2
107	1	1 1/2	1145.5
108	2	1	1240.5
109	3	2	1729.5
110	2	2	1418

Second Floor

201	2	2	1453.5
202	1	1	1177.4
203	2	2	1151
204	2	1	1240.5
205	2	2	1462
206	2	1	1183.5
207	2	2	1453.5
208	1	1	1177.4
209	2	2	1151
210	2	1	1240.5
211	3	2	1729.5
212	2	2	1458

Third Floor

301	2	2	1453.5
302	1	1	1177.4
303	2	2	1151

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Third Floor (Cont.)

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
304	2	1	1240.5
305	2	2	1462
306	2	1	1183.5
307	2	2	1453.5
308	1	1	1177.4
309	2	2	1151
310	2	1	1240.5
311	3	2	1729.5
312	2	2	1458

Fourth Floor

401	2	2	1453.5
402	1	1	1177.4
403	2	2	1151
404	2	1	1240.5
405	2	2	1462
406	2	1	1183.5
407	2	2	1453.5
408	1	1	1177.4
409	2	2	1151
410	2	1	1240.5
411	3	2	1729.5
412	2	2	1458

Fifth Floor

501	2	2	1378.5
502	1	1	1177.4
503	2	2	1151
504	2	1	1240.5
506	2	2	1462
507	2	1	1183.5
508	2	2	1378.5
509	1	1	1177.4
510	2	2	1151
511	2	1	1240.5
512	3	2	1729.5
513	2	2	1458

Penthouse

500	82	38856	2400 Square Feet
505			2400 square Feet

4. Allocation of Percentage Interest in Common Areas. The undivided interest in the Common Areas and Facilities established herein that shall be included in and conveyed with each respective Apartment Space is as set out in Exhibit B.

Such respective undivided interests, established and to be conveyed with the respective Apartment Spaces, cannot be changed except upon agreement of all the owners and the recording of an amendment hereto, duly signed and acknowledged; and Grantor, its successors and assigns covenants and agrees that the undivided interests in the common areas and facilities, and the fee titles to the respective Apartment Spaces conveyed therewith, shall not be separated or separately conveyed, and that each undivided interest shall be deemed to be conveyed or encumbered with its respective Apartment Space even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Apartment Space.

5. Allocation of Percentage Interest for Assessments and Voting. The proportionate shares of the separate owners of the respective Family Units in the profits and common expenses of the Common Areas and Facilities, as well as the proportionate representation for voting purposes in the Association of Owners established herein, is based on the ratio that the square feet contained within the Apartment Space bears to the total square

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feet of all Apartment Spaces. The square footage of the respective Apartment Spaces, their respective interests for voting purposes, and their proportionate shares in the common profits and expenses, is set out in Exhibit B.

6. Exhibits To Be Part of Declaration. Exhibits A and B, together with the condominium floor plans of the Property, attached hereto and made a part hereof as "Exhibit C", and the Articles and By-Laws of the Lockerbie Glove Company Condominium Owners' Association, Inc. attached hereto and made a part hereof as "Exhibit D" shall be considered to be a part of this Declaration for all purposes; Provided, however, that this shall not be deemed to preclude amendment of the By-laws in accordance with the terms thereof.

7. Rights, Obligations, and Duties of Unit Owners. Grantor, its successors, and assigns, by this Declaration, and all future owners of the Family Units, by their acceptance of their deeds, covenant and agree as follows:

- (a) The common areas and facilities shall remain undivided; and no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the condominium.
- (b) The Apartment Spaces shall be occupied and used by the respective owners only as a private dwelling for the owner, his family, tenants, and social guests, and for no other purpose.
- (c) The owners of the respective Apartment Spaces shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his respective apartment space, nor shall

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the owner be deemed to own pipes, wires, conduits, or other public utility lines running through the respective Apartment Spaces, which are utilized for or serve more than one Apartment Space, except as tenants in common with the other Family Unit owners as herein provided. The owner, however, shall be deemed to own the walls and partitions which are contained within such owner's respective Apartment Space, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, ceilings, including but not limited to, plaster, paint, and wall paper.

- (d) The owners of the respective Apartment Spaces agree that if any portion of the Common Areas and Facilities encroaches upon the Apartment Spaces, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event the multifamily structure is partially or totally destroyed, and then rebuilt, the owners of Apartment Spaces agree that minor encroachment of parts of the common areas and facilities due to such construction shall be permitted and that a valid easement for such encroachment and the maintenance thereof shall exist.
- (e) An owner of an Apartment Space shall automatically, upon becoming owner, be a member of the Lockerbie Glove Company Condominium Owners Association, Inc. an Indiana Not-for-Profit Corporation ("Association"), and shall remain a member until such time as his ownership ceases for any reason, at which time his membership shall automatically cease.
- (f) The owners of Apartment Spaces covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the Articles and By-Laws of the Association attached as "Exhibit D".
- (g) Each owner, tenant, or occupant of a Family Unit shall comply with the provisions of this Declaration, the Articles and By-laws, as those may from time to time be amended, and decisions and resolutions of the Association or its representative. Failure to pay assessments for Common Expenses, or failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action for damages or for injunctive relief, or both.

- (h) This Declaration shall not be revoked except upon unanimous consent of all owners and mortgagees of all Apartment Spaces; nor shall this Declaration be changed or amended except upon unanimous consent of owners and mortgagees of all Apartment Spaces. No such revocation or amendment shall be effective until an instrument evidencing such revocation or amendment has been duly recorded.
- (i) No owner of a Family Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of his Apartment Space.
- (j) Real Estate taxes are to be separately assessed and taxed to each Family Unit, and each owner shall pay promptly when due the real estate taxes attributable to this Family Unit.
- (k) Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as part of the Common Expense.
- (l) Each Owner of an Apartment Space shall prepay to the Corporation at the time of the conveyance to such Owner an amount equal to thirteen (13) monthly installments of the amount required to pay the Owner's pro-rata portion of the master casualty insurance policy provided for by paragraph 14 hereof based upon the budget for the current fiscal year and the Owner shall maintain such prepayment at all times.

8. Lien for Unpaid Assessments. All sums assessed by the Association but unpaid for the share of the Common Expense chargeable to any Apartment Space shall constitute a lien on such Apartment Space prior to all other liens, except only: (1) tax liens in favor of any unit of government or special taxing district; and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by the Board of Directors, or its agent, acting on behalf of the owners of the Apartment Spaces in the same manner as a mortgage of real property, as provided in the Indiana Horizontal Property Law. In any such foreclosure the owner of the Apartment Space subject to such lien shall be

required to pay a reasonable rental for the Apartment Space, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, or its agent, acting on behalf of all the owners shall have the authority to bid at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the Apartment Space. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

9. Past Due Assessments Where Title Acquired by Foreclosure.

Where the mortgagee under a first mortgage of record or other purchaser obtains title to an Apartment Space as a result of foreclosure of the first mortgage, such purchaser, his successors and assigns, shall not be liable for common expenses or assessments by the Association chargeable to such Apartment Space which became due prior to the acquisition of title. Such unpaid expenses or assessments shall be deemed to be common expenses collectible from all of the owners of Apartment Spaces including such new owner.

10. Past Due Assessments Where Title Acquired by Voluntary Conveyance. In a voluntary conveyance of a Family Unit the grantee shall be jointly and severally liable with the grantor for all unpaid assessments to the time of the grant or conveyance. Such joint liability shall be without prejudice to the grantee's right to recover from the grantor amounts paid by the grantee

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thereof. Such grantee shall be entitled to a statement from the Board of Directors of the Association or its agent setting out the amount of the unpaid assessments and such grantee shall not be liable for, nor shall the Family Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount stated therein.

11. Rental. The Apartment Spaces shall not be rented by the owners thereof for transient or hotel purposes, which purposes are defined as rental for any period less than thirty (30) days. Subject to this restriction, owners of the respective Apartment Spaces shall have the absolute right to lease their Apartment Space, provided that any such lease is made subject to the covenants and restrictions herein contained and to the Articles and By-Laws attached hereto.

12. Destruction of Property. In the event the Property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be subject to the applicable provisions of the Indiana Horizontal Property Act then in effect.

13. Acts of Association Binding on Owners. All agreements, resolutions and other actions lawfully taken by the Association shall be deemed to be binding on all owners of Apartment Spaces, and their successors and assigns.

14. Insurance. The Board of Directors shall obtain fire and extended coverage insurance insuring the Property in an amount

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equal to the full replacement cost thereof as determined by a qualified appraiser, the amount determined and the insurance renewed annually. The cost of any appraisal shall be a Common Expense. Such insurance shall

- (1) provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event Owners do not elect to restore.
- (2) contain a "Replacement Cost Endorsement", and
- (3) provide full coverage for replacement of any Apartment Space regardless of what damage, if any, is sustained by any other Apartment Space.

Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association, which shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this Declaration, the Articles and Bylaws, as applicable, and any indemnity bond obtained by the Board shall specifically include protection for any insurance proceeds so received.

The Board of Directors shall also obtain comprehensive public liability insurance in such limits as it shall deem appropriate, together with Workmen's Compensation insurance and other liability insurance, if deemed necessary or appropriate. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Directors, and any managing agent acting

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on behalf of the Association. Such insurance coverage shall also cover cross liability claims of one insured against the other.

The premiums for all such insurance shall be paid by the Association as part of the Common Expenses.

Each Owner shall have the right to purchase any additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his Apartment Space, however, caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property, and the Association shall have no liability to any Owner for loss or damage to the contents of any Apartment Space.

15. Reservation of Rights by Grantor. Grantor reserves the right to change the interior design and arrangement of all Apartment Spaces and to alter the boundaries between Apartment Spaces so long as Grantor owns the Apartment Spaces so altered. No such change shall increase the number of Apartment Spaces nor change the percentage interests applicable thereto. If Grantor shall make any such changes, they shall be reflected by a supplement to the plans and such supplement to the plans need not be approved by the Association or by other Owners.

16. Covenants of Grantor. So long as Grantor, its successors and assigns, owns one or more of the Apartment Spaces established and described herein, Grantor, and its successors and assigns, shall be subject to the provisions of this Declaration

and the Articles and By-Laws attached hereto; and Grantor covenants to take no action which would adversely affect the rights of the Association, the members of such Association and their successors in interest, as their interests may appear, by reason of the establishment of the condominium.

17. Waiver of Damages. Neither Grantor, nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to it by or pursuant to this Declaration, or in Grantor's capacity as developer, contractor, manager or seller.

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

IN WITNESS WHEREOF, Grantor has executed this Declaration this 21st day of July, 1982, at Indianapolis, Indiana.

Eugene Brown, Jr.
Officer
Eugene BROWN
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Subscribed and Sworn to before me a Notary Public in and for
the County of Marion, State of Indiana, this 21st day of July,
1982.

Lois K. Beards
Notary Public

Lois K. BEARDS
Printed



My Commission Expires:

January 19, 1985

My County of Residence:

Marion

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THIS INSTRUMENT PREPARED BY
Shila Sue Kennedy

EXHIBIT A

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Out Lot number 52; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Out Lot number 52 a distance of 474.13 feet to the South line of Michigan Street as now established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet to the Beginning Point; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 120.30 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 196.30 feet; thence South 89 degrees 54 minutes 39 seconds West, parallel with the South line of Michigan Street, 120.18 feet; thence North 00 degrees 08 minutes 39 seconds West 196.30 feet to the Beginning Point, containing 0.542 acres, more or less.

Plus the West one half of Lot numbered 12, the South Half (1/2) of Lot numbered 14, the North Half (1/2) of Lot numbered 13 and the South Half (1/2) of Lot numbered 13 all in T.R. Fletcher's Subdivision of Out Lot 51 and the North part of Out Lot 54, in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of said Lot numbered 12; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Lots 12, 13, and 14 a distance of 102.35 feet; thence South 89 degrees 56 minutes 44 seconds East 125.25 feet to the East line of said Lot 14; thence South 00 degrees 01 minutes 58 seconds West along the East line of said Lots 12, 13, and 14 a distance of 102.34 feet to the Southeast corner of said Lot 12; thence North 89 degrees 57 minutes 07 seconds West along the South line of said Lot 12 a distance of 125.19 feet to the Beginning Point, containing 0.295 acres, more or less.

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EXHIBIT "B"

101	-	1.25%
102	-	1.38
103	-	1.49
104	-	1.76
105	-	1.11
106	-	1.25
107	-	1.38
108	-	1.49
109	-	2.08
110	-	1.70
201	-	1.75
202	-	1.41
203	-	1.38
204	-	1.49
205	-	1.76
206	-	1.42
207	-	1.75
208	-	1.41
209	-	1.38
210	-	1.49
211	-	2.08
212	-	1.75
301	-	1.75
302	-	1.41
303	-	1.38
304	-	1.49
305	-	1.76
306	-	1.42
307	-	1.75
308	-	1.41
309	-	1.38
310	-	1.49
311	-	2.08
312	-	1.75
401	-	1.75
402	-	1.41
403	-	1.38
404	-	1.49
405	-	1.76
406	-	1.42
407	-	1.75
408	-	1.41
409	-	1.38
410	-	1.49
411	-	2.08
412	-	1.75

500	-	2.76%
501	-	1.66
502	-	1.41
503	-	1.38
504	-	1.49
505	-	2.76
506	-	1.76
507	-	1.42
508	-	1.66
509	-	1.41
510	-	1.38
511	-	1.49
512	-	2.08
513	-	1.75

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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

The recording of a third executed copy with the County Recorder is no longer statutorily required.

FILING FEE is \$26.00

Corporate Form No. 364-1 (Dec-1980)
Page One

**ARTICLES OF INCORPORATION
(Not for Profit)**

Prescribed by Edwin J. Simcox,
Secretary of State of Indiana

**ARTICLES OF INCORPORATION
OF**

LOCKERBIE GLOVE COMPANY CONDOMINIUM OWNER'S ASSOCIATION, 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"), execute the following Articles of Incorporation:

ARTICLE I

Name

The name of the Corporation is **LOCKERBIE GLOVE COMPANY CONDOMINIUM OWNER'S ASSOCIATION, 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:

To administer and enforce the terms of the Declaration filed with respect to the real estate within the Lockerbie Glove Company Condominiums Area subject to such Declaration, and to exercise all powers recited therein or reasonably necessary or incidental thereto.

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NOTE: "Not-for-Profit" as applied to corporations means, "...any corporation which does not engage in any activities for the profit of its members and which is organized and conducts its affairs for the purposes other than the pecuniary gain of its members". (Indiana Code, 23-7-1.1-2(d))

State Form 4162

ARTICLE III
Period of Existence

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

ARTICLE IV
Resident Agent and Principal Office

Section 1. Resident Agent. The name and address of the Corporation's Resident Agent for service of process is Sheila Sueas Kennedy
(Name)

Suite 1135 Market Square Center Indianapolis INDIANA 46204
(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

Suite 1135 Market Square Center Indianapolis INDIANA 46204
(Number and Street or Building) (City) (State) (Zip Code)

(Resident agent and principal office address must be located in Indiana.)

ARTICLE V
Membership

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

Section 1. Classes (if any):

(See Attached)

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

(See Attached)

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Section 3. Voting Rights of Classes:

(See Attached)

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 or she is a member of the Corporation.

ARTICLE VI
Directors

Section 1. Number of Directors: The initial Board of Directors is composed of ~~three (3)~~ members. If the exact number of Directors is not stated, the minimum number shall be ~~three (3)~~ and the maximum number shall be ~~five (5)~~ 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 initial Board of Directors are:

Name	Number and Street or Building	City	State	Zip Code
James Bisesi	47 South Meridian Street	Indianapolis	Indiana	46204
George Sweet	47 South Meridian Street	Indianapolis	Indiana	46204
Sheila Sues Kennedy	Suite 1135 Market Square Center	Indianapolis	Indiana	46204

ARTICLE VII
Incorporator(s)

Section 1. 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
Sheila Sues Kennedy	Suite 1135 Market Square Center	Indianapolis	Indiana	46204

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ARTICLE VIII
Statement of Property (If any)

A statement of the property, and an estimate of the value thereof, to be taken over by the 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 the Corporation, and creating, defining, limiting or regulating the powers of the Corporation, the directors or the members of any class or classes of members are ~~contained~~ contained in the By Laws of the Corporation.

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ARTICLES OF INCORPORATION
(Not for Profit) Page Five

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, 19. 82.

Sheila Suess Kennedy
(Written Signature)

(Written Signature)

Sheila Suess Kennedy
(Printed Signature)

(Printed Signature)

(Written Signature)

(Printed Signature)

NOTARY ACKNOWLEDGEMENT
(required)

State of Indiana)
County of MARION)

SS:

Before me, *JUDITH A. M^o GONIGAL*, 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

Judith A. M^o Gonigal
(Written Signature)

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JUDITH A. M^o GONIGAL, Notary Public
(Printed Signature)

My commission expires: *Dec. 15, 1985*

My County of residence is *Marion*

WITNESS my hand and Notarial Seal this *6th* day of *June*, 19. 82

This instrument was prepared by *Sheila Suess Kennedy*

(Name)

Suite 1135 Market Square Center . . . Indianapolis
(Number and Street or Building) (City)

Indiana 46204
(State) (Zip Code)

BY-LAWS OF LOCKERBIE GLOVE COMPANY
CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I. PLAN OF APARTMENT OWNERSHIP

Section 1.01. The building located at 430 N. Park Street, City of Indianapolis, State of Indiana, known as the Lockerbie Glove Company, has been submitted to the provisions of the Indiana Horizontal Property Law. The provisions of these Bylaws shall be applicable to the Horizontal Property Regime Community created by the Declaration attributable thereto, ("Community").

Section 1.02. All present and future owners, tenants, future tenants, or their employees, or any other person who might use the facilities of the Community in any manner, are subject to the regulations set forth in these bylaws. The acquisition or rental of any of the Apartment Spaces or the mere act of occupancy thereof, will constitute acceptance and ratification of these bylaws.

ARTICLE II. VOTING, MAJORITY OF OWNERS
QUORUM, AND PROXIES

Section 2.01. Voting shall be on a percentage basis, and the percentage of the vote to which each owner is entitled is the percentage assigned to such owner's family unit or units in Exhibit B to the Declaration.

Section 2.02. As used in these bylaws, the term "majority of owners" shall mean those owners holding fifty-one percent (51%) of

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the votes in accordance with the percentages assigned in the Declaration.

Section 2.03. Except as otherwise provided in these bylaws, the presence, in person or by proxy, of a majority of owners as defined in Section 2.02 hereof shall constitute a quorum.

Section 2.04. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. An owner may file written notice with the Association designating an individual who shall vote at meetings of the Association and receive notices and other communications from the Association on behalf of such owner. Such notice shall state the name and address of the individual representative so designated, the number of units owned by the owner, the name and address of the owner, and shall be signed by the owner. The owner may change the individual representative at any time by filing a new notice as required herein.

ARTICLE III. ASSOCIATION OF OWNERS

Section 3.01. The owners of the units shall constitute the Lockerbie Glove Company Condominium Owners Association, Inc., an Indiana Not-for-Profit Corporation ("Corporation") which will have the responsibility of administering the Community, approving the annual budget, establishing and collecting monthly assessments, and arranging for a management agent, if one is to be employed. These duties may be delegated to the Board of Directors either by the operation of these bylaws or by duly approved resolution of

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the Association. Except as otherwise provided herein or in the Declaration or the Horizontal Property Law, decisions and resolutions of the Corporation shall require approval by a majority of owners.

Section 3.02. Meetings shall be held at such suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3.03. The first annual meeting of the Corporation shall be held within thirty (30) days following the initial seal of the last Apartment Space in the Community, or on the first Tuesday of October, 1985, whichever first occurs. Thereafter, annual meetings shall be held on the first Tuesday of October in each succeeding year. At such meetings there shall be elected a Board of Directors in accordance with Section 4.05 hereof, and the owners may transact such other business of the Corporation as may properly come before them.

Section 3.04. It shall be the duty of the President to call a special meeting of the Corporation upon resolution to that effect by the Board of Directors or upon a petition signed by a majority of the owners and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice, unless four-fifths

(4/5) of the owners are present either in person or by proxy and consent thereto.

Section 3.05. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) days prior to such meeting. The mailing of notice by first class mail in the manner provided in this section shall be considered notice served.

Section 3.06. If at any meeting of owners a quorum is not present, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.07. The order of business at all meetings of the owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of committees.
- (f) Election of inspectors of election.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.

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ARTICLE IV. BOARD OF DIRECTORS

Section 4.01. The affairs of the Corporation shall be governed by a Board of Directors composed of seven (7) persons, all of whom must be owners.

Section 4.02. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all things as are not reserved to the owners by law or these bylaws.

Section 4.03. In addition to any other duties imposed by these bylaws or by resolution of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, and surveillance of the Community and the common areas and facilities, including disbursement of funds from the account of the Corporation to cover payment therefor upon a determination that such services have been properly performed or other expenses reasonably incurred.
- (b) Collection of assessments from owners.
- (c) Employment of the personnel necessary for the maintenance and operation of the Community and the common areas and facilities.
- (d) Obtaining adequate and appropriate kinds of insurance.
- (e) Owning, conveying, encumbering, leasing, or otherwise dealing with Apartment Spaces which may be conveyed to or purchased by it.
- (f) Preparation, adoption, and distribution of the annual budget for the property.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and use of the property.

Section 4.04. The Board of Directors may employ a management agent, upon such terms at such compensation as may be established by the Board, to perform such duties and services as the Board

shall authorize, including, but not limited to, the duties listed in Section 4.03 hereof. Any contract or agreement with any such management agent shall conform to any requirements now or hereafter imposed on such agreements by law.

Section 4.05. At the first annual meeting of the Corporation the term of office of four Directors shall be fixed at two (2) years, and the term of office of three Directors shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of two (2) years. The Directors shall hold office until their successors have been elected and have held their first meeting.

Section 4.06. Vacancies in the Board of Directors caused by any reason other than the removal of a Director or by a vote of the Corporation shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Corporation.

Section 4.07. At any regular or special meeting any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

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Section 4.08. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order for such meeting to be legally constituted, providing a majority of the entire Board shall be present.

Section 4.09. 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, but at least six (6) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally or by first class mail, at least five (5) days prior to the day named for such meeting. Meetings shall be open to all owners.

Section 4.10. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director in the manner specified in Section 4.09 hereof, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 4.11. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such

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meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business be transacted at such meeting.

Section 4.12. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 4.13. The Board of Directors shall require that all officers responsible for Corporation funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation.

Section 4.14. The members of the Board of Directors shall be entitled to indemnification from the Corporation for any and all liabilities resulting from acts or omissions done or failed to be done by them, either individually or collectively, in reasonable discharge of their duties, responsibilities, and authority under

these bylaws, except for liabilities arising from willful and wanton misconduct or gross negligence. The Board of Directors shall obtain a policy of insurance, in the name of the Corporation providing such indemnification. The Board shall provide ten (10) days' notice to each owner before any payment is made to any Director under this clause.

Section 4.15. Notwithstanding anything to the contrary contained herein, the initial Board of Directors shall be made up of three persons appointed by Declarant. Such initial Board shall continue in office until 40 Apartment Spaces have been sold, by Declarant at which time owners of such apartments shall elect two additional Directors, for a total of five. Such five member Board shall continue in office until the sale by Declarant of all of the Apartment Spaces or the first Tuesday of October, 1985, whichever first occurs.

ARTICLE V. OFFICERS

Section 5.01. The principal officers of the Corporation shall be a President, Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors.

Section 5.02. The Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 5.03. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed,

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with or without cause, and his successor elected at any regular or special meeting of the Board of Directors.

Section 5.04. The President shall be the chief executive officer of the Corporation, and shall preside at all meetings of the Corporation and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

Section 5.05. The Vice President shall take the place of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 5.06. The Secretary shall keep the minutes of all meetings of the Board and the Corporation; shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 5.07. The Treasurer shall have responsibility for Corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and

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disbursements in books belonging to the Corporation. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

Section 5.08. The Officers shall receive no compensation for their services, but shall be entitled to reimbursement from the Corporation for all expenses reasonably incurred in the discharge of their duties and responsibilities.

ARTICLE VI. FINANCE AND ADMINISTRATION

Section 6.01. The Board of Directors, through the Treasurer and management agent, if any, shall keep accurate books and financial records, including, but not limited to, a detailed account of expenditures and receipts affecting the Community and its administration, and specifying the Community's operating expenses. Such expenses shall be determined and allocated as hereinafter provided.

Section 6.02. The Board shall annually cause to be prepared and distributed to each owner an itemized accounting of the common expenses actually incurred and paid during the preceding year together with a tabulation of the amounts collected pursuant to the annual budget or by assessment, and showing the net excess or deficit of income over expenditures plus reserves.

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Section 6.03. The books and records of the Corporation, and all related documents shall be open to inspection by any owner at all reasonable times during regular business hours.

Section 6.04. In preparing the annual budget, the Board of Directors shall include provision for reasonable anticipated expenses resulting from normal maintenance and wear and tear to the Common Areas and Facilities, any extraordinary expenses that will be required, salaries and compensation for any employees not in excess of the prevailing rate, insurance premiums, reasonable incidental expenses related to administration, any reserves required under these bylaws or deemed necessary by the Board to meet unanticipated expenses, and such other items as may be designated as expenses of the Corporation by the Declaration, the Articles, these Bylaws, or by law. All expenses shall be itemized specifically and in detail. The anticipated amount of each such item or service shall whenever possible be determined from a contract with or estimate from a provider of such item or service; or, if there is no contract or estimate, from a good-faith determination as to the cost at which such item or service can be obtained. Each unit owner shall be provided with a copy of the annual budget at least thirty (30) days prior to its adoption by the Board.

Section 6.05. (a) The Board shall procure a policy of insurance, covering loss or damage by fire and such other hazards as are covered under standard extended coverage provisions, for

the full insurable replacement cost of the Common Areas and Facilities, as those are defined in the Declaration.

(b) The Board shall purchase a comprehensive public liability policy in such amount as may be determined by the Board, to protect the Corporation, Board, Officers, management agent, if any, and all other agents or employees against liabilities arising in connection with the ownership, use, existence, or management of the property.

Section 6.06. In the event of severe damage or destruction of the property by fire or other casualty, the repair, reconstruction, or disposition of the property shall be governed by the provisions of the Indiana Horizontal Property Law.

Section 6.07. The Corporation shall maintain a reserve fund to cover major repairs and replacement of common areas and facilities. The fund shall at a minimum be equal to five percent (5%) of the current annual budget on a noncumulative basis. This fund shall be used only for major repairs and replacement of Common Areas and Facilities, and for no other purpose.

Section 6.08. (a) The rules and regulations adopted by the Board of Directors may impose reasonable fines for noncompliance with the provisions thereof, and may provide for reasonable interest and late charges on past due assessments.

(b) Any dispute, claim, or grievance arising out of, or relating to, the interpretation or application of the Declaration, Articles, Bylaws, or management agreement, if any, shall, upon

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request of the parties thereto, be submitted to arbitration before the disinterested members of the Board; or, if the Board or the Corporation is a party, each party shall select an arbitrator and both of the arbitrators so selected shall in turn select a third arbitrator. The commercial arbitration rules of American Arbitration Association shall be applicable to any arbitration commenced hereunder, and the parties thereto shall accept the decision of the arbitrators as final and binding. Any management agreement shall contain provisions making this section applicable to all parties thereto.

Section 6.09. (a) The procedures in the event of attachment of mechanic's lien shall be governed by the Indiana Horizontal Property Law.

(b) All sums assessed by the Corporation but unpaid for the share of the common expenses chargeable to any Apartment Space shall constitute a lien, as more particularly described in and governed by the Declaration and the provisions of the Indiana Horizontal Property Law.

ARTICLE VII. OBLIGATIONS OF OWNERS

Section 7.01. All owners are obligated to pay monthly assessments imposed by the Corporation to meet the expenses set forth in its annual budget. The assessments shall be made pro rata in accordance with the percentage interest set forth in the Declaration.

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Section 7.02.

- (a) Every owner must perform promptly all maintenance and repair work within his own Apartment Space which, if omitted, would affect the Community in its entirety or in part and Owners are hereby made expressly responsible for any damages and liabilities caused by failure to do.
- (b) All the repairs of internal installations such as water, light, gas, power, sewage, telephones, air conditions, sanitary installations, doors, windows, lamps, and all other accessories belonging to an Apartment Space shall be at the owner's expense.
- (c) An owner shall reimburse the Corporation for any expenditures incurred in repairing or replacing any Common Area and Facility damaged through his fault or negligence.
- (d) All Apartment Spaces shall be utilized for residential purposes only.
- (e) An owner shall not make structural modifications or alterations within his Apartment Space without previously notifying the Corporation in writing, through the management agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Corporation shall have the obligation to answer within ten (10) days, and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration. The Corporation shall provide the owner with written reasons for the denial of its approval to make any proposed structural modification or alteration. No modifications whatsoever may be made to the Building Exterior.
- (f) An Owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators, and other common areas and facilities of a similar nature any furniture, packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (g) The project shall have _____ elevators, _____ devoted to the transportation of the owners and their guests and _____ for freight service, or auxiliary

purposes. Owners and tradesmen are expressly required to utilize exclusively freight or service elevator for transporting packages, merchandise, or any other object that may affect the comfort or well-being of the passengers of the elevator dedicated to the transportation of owners, residents, and guests.

- (h) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Corporation in case of any emergency originating in or threatening his Apartment Space whether the owner is present at the time or not.
- (i) An owner shall permit other owners, or their representatives, when so required, to enter his Apartment Space for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
- (j) No resident of the project shall post any advertisements or posters of any kind on the project except as authorized by the Corporation.
- (k) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents.
- (l) Residents may not hang garments, rugs, etc, from the windows or from any of the facades.
- (m) Residents may not throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (n) No owner, resident, or lessee shall install wiring for electrical or telephone installation or television antennae, etc., on the exterior of the building or do anything which would protrude through the walls or the roof of the building.
- (o) No animals other than common domestic pets may be kept in the building at any time. Dogs should be confined on a leash at all times and should be curbed.

ARTICLE VIII. AMENDMENTS

Section 8.01. These bylaws may be amended by the Corporation in a duly constituted meeting for such purpose upon approval of such amendments by two-thirds (2/3) of the owners present and voting.

ARTICLE IX. MORTGAGEES

Section 9.01. An owner who mortgages his Apartment Space shall notify the Corporation through the management agent, if any, or the President of the Board of Directors in the event there is no management agent, of the name and address of his mortgagee; and the Corporation shall maintain such information in a book entitled "Mortgagees of Family Units."

Section 9.02. The Corporation shall, at the request of a mortgagee of an Apartment Space, report any unpaid assessments due from the owner of such Apartment Space.

ARTICLE X. COMPLIANCE WITH APPLICABLE LAW

Section 10.01. Should any of these bylaws be found to conflict with the provisions of the Indiana Horizontal Property Law, the provisions of the statute shall control.

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J

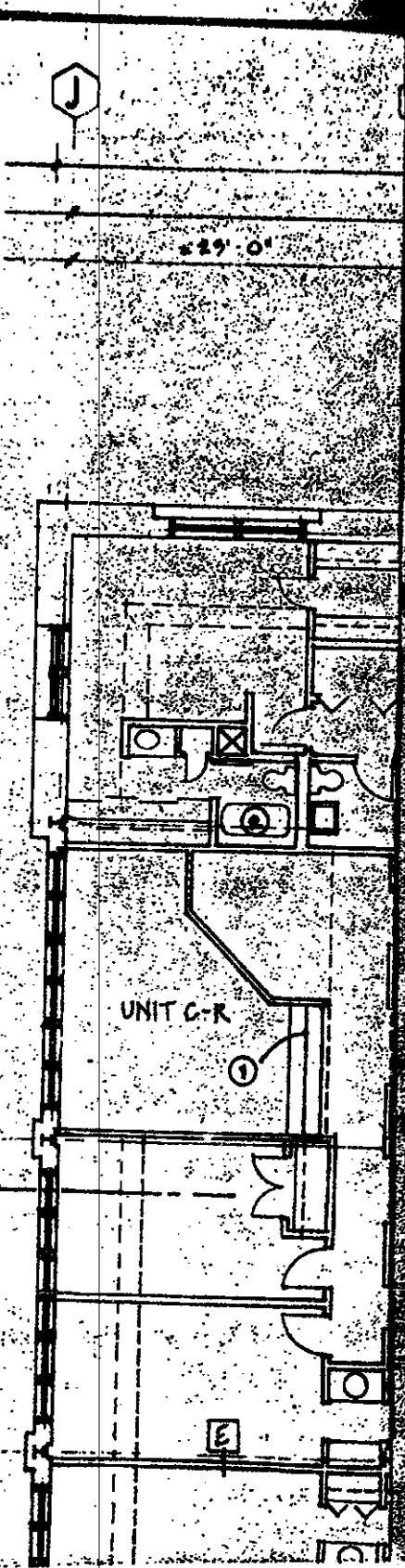
529' 0"

82 38856

UNIT C-R

1
A57

E



G

F

E

± 170'

± 167'

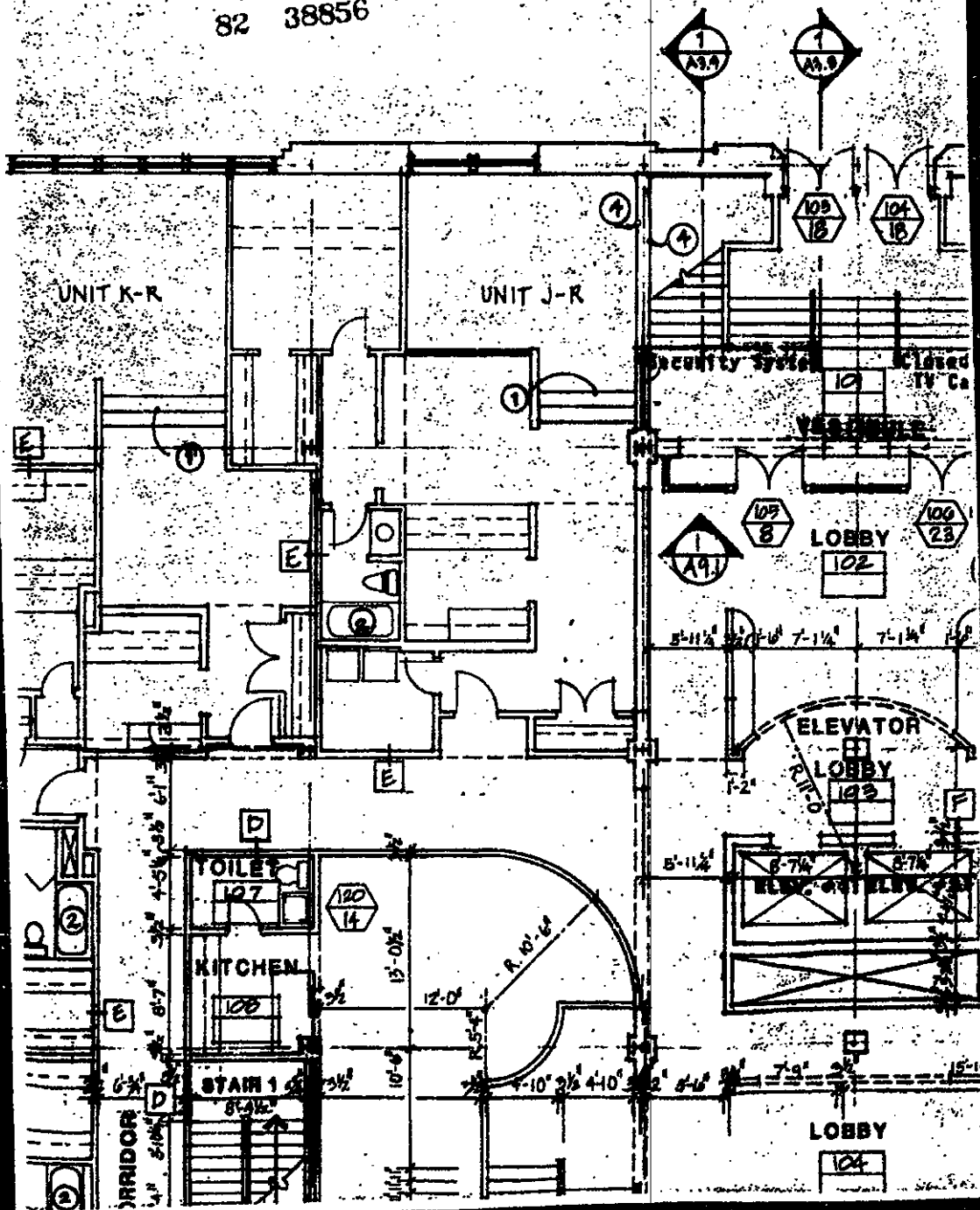
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± 29' 0"

± 14' 10"

± 14' 11"

82 38856



D

C

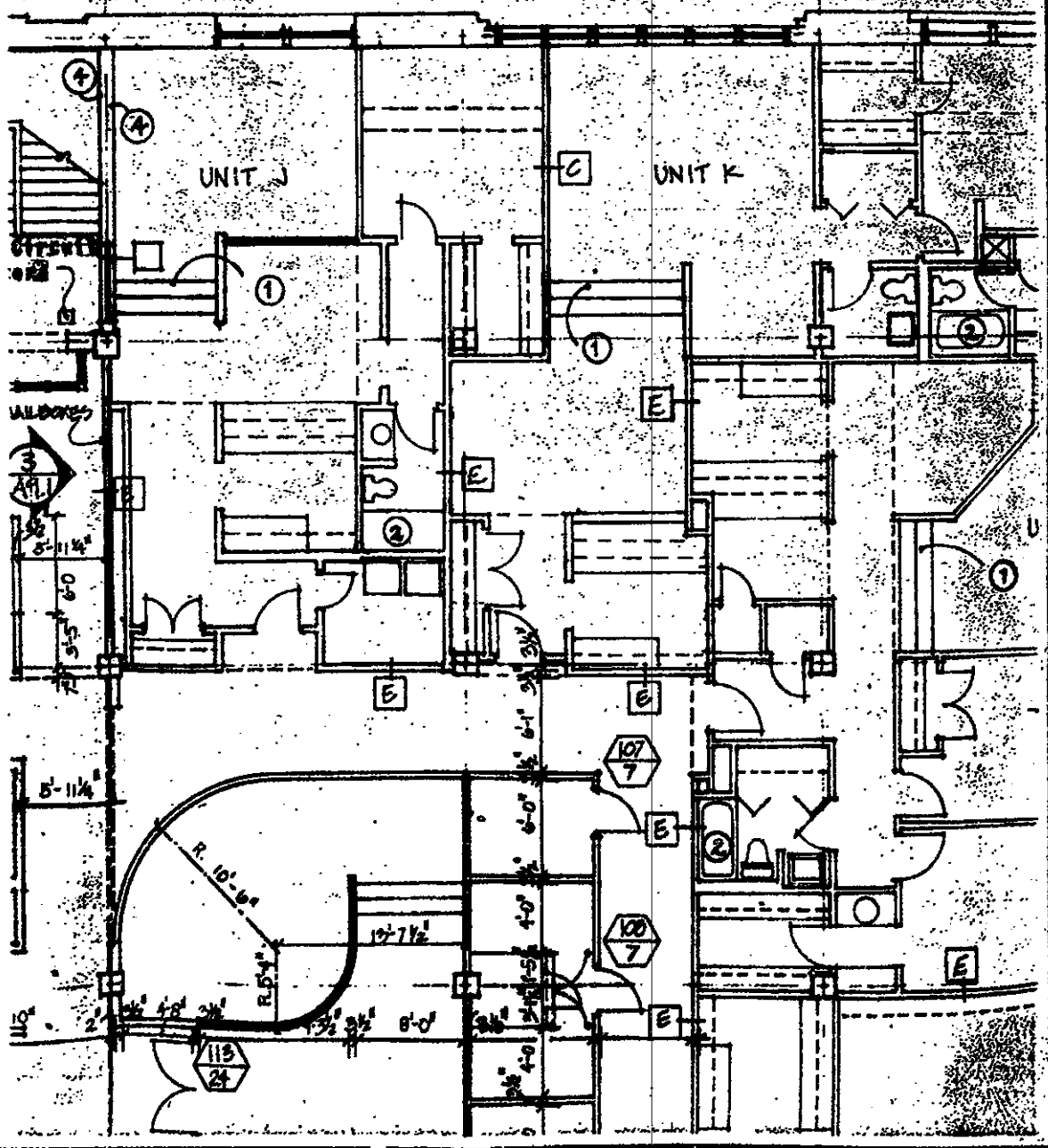
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±29' 0"

±29' 0"

±29' 0"

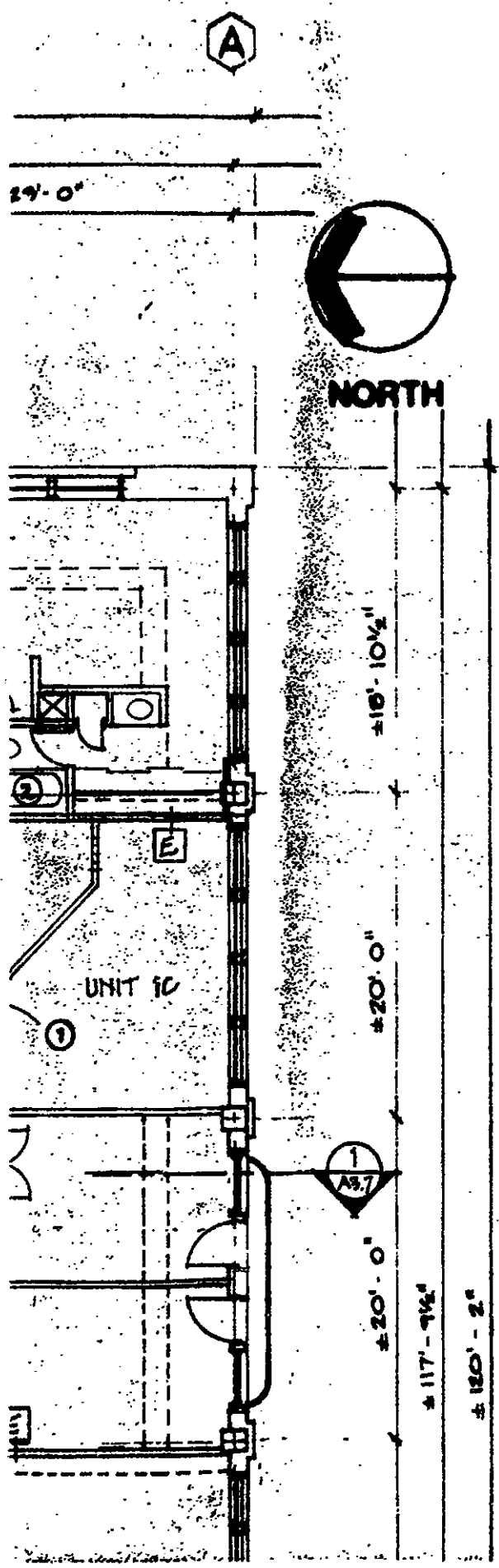
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GENERAL NOTES

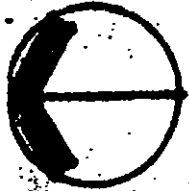
- ① Platforms on first floor are 18" above fin. floor, requiring 3 risers @ 6" ea. Extend railing 12" to accommodate third riser.
- ② Raise all bathtubs on first floor 4" above finished floorline.
- ③ 2 x ceiling framing @ pump units above cell of black iron suspens. See Mechanical drawi
- ④ Existing plaster to be

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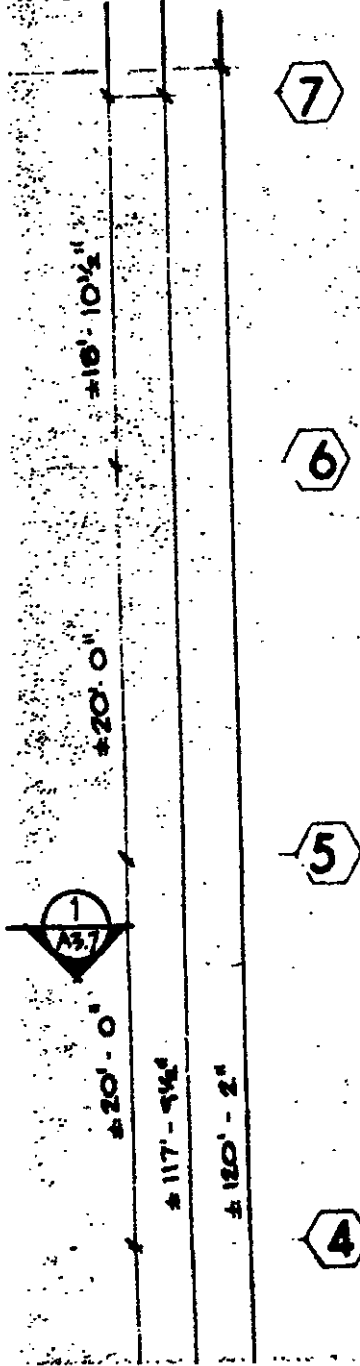
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NORTH

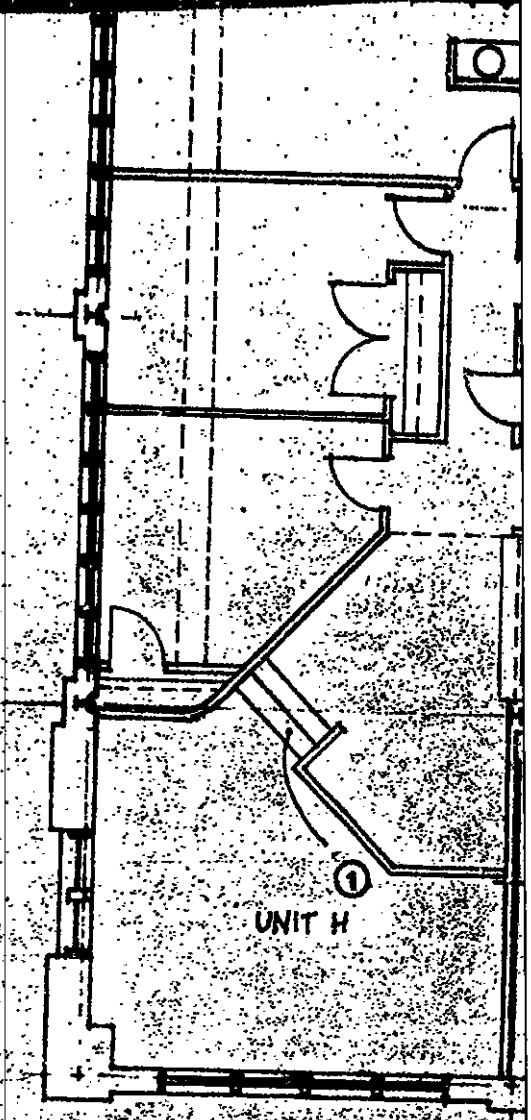


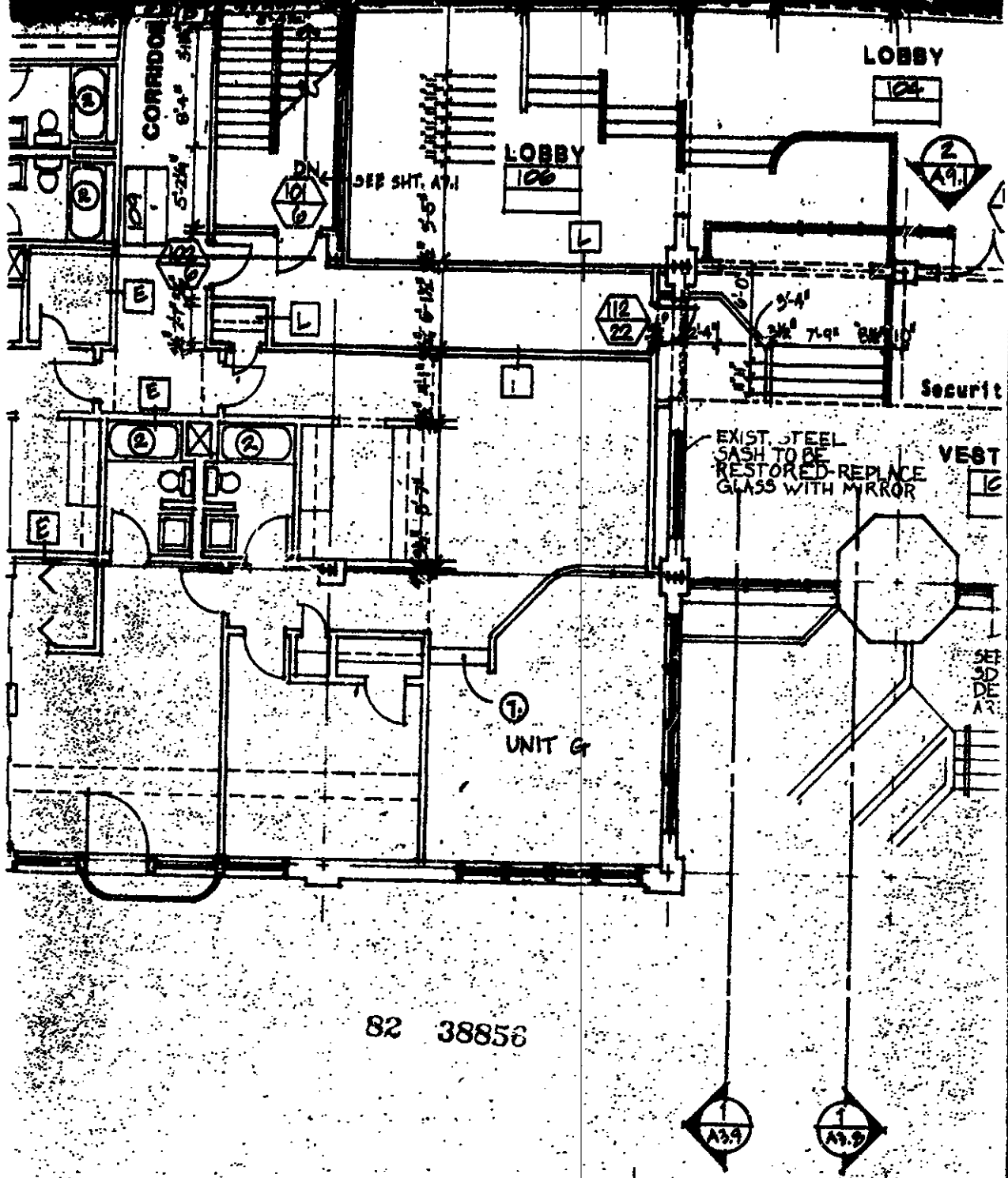
GENERAL NOTES

- ① Platforms on first floor are 18" above fin. floor, requiring 3 risers @ 6" ea. Extend railing 12" to accommodate third riser.
- ② Raise all bathtubs on first floor 4" above finished floorline.
- ③ 2 X ceiling framing @ all heat pump units above ceiling in M of black iron suspension system. See Mechanical drawings.
- ④ Existing plaster to be restored.

82 38856

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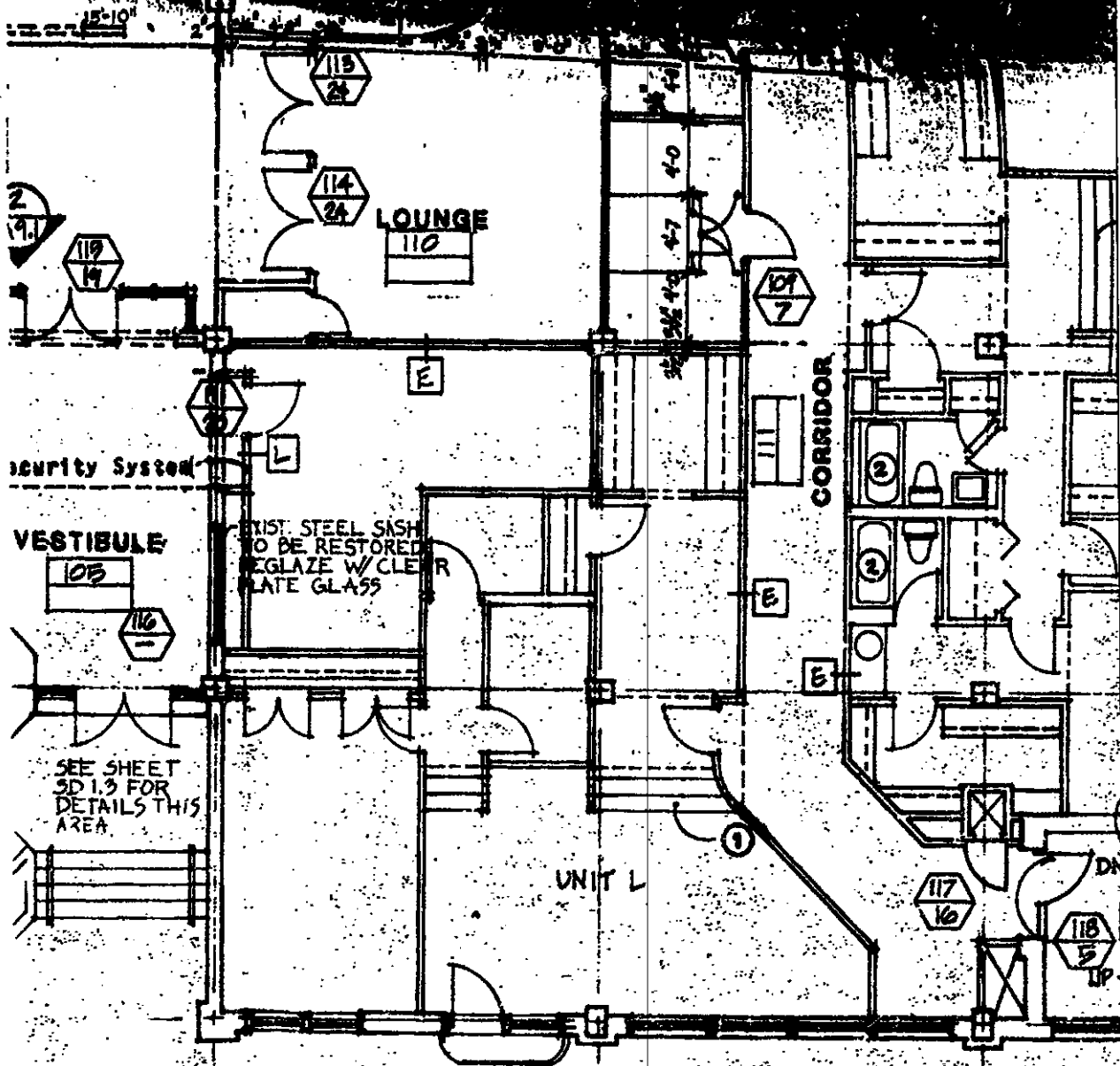




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FIRST FLOOR

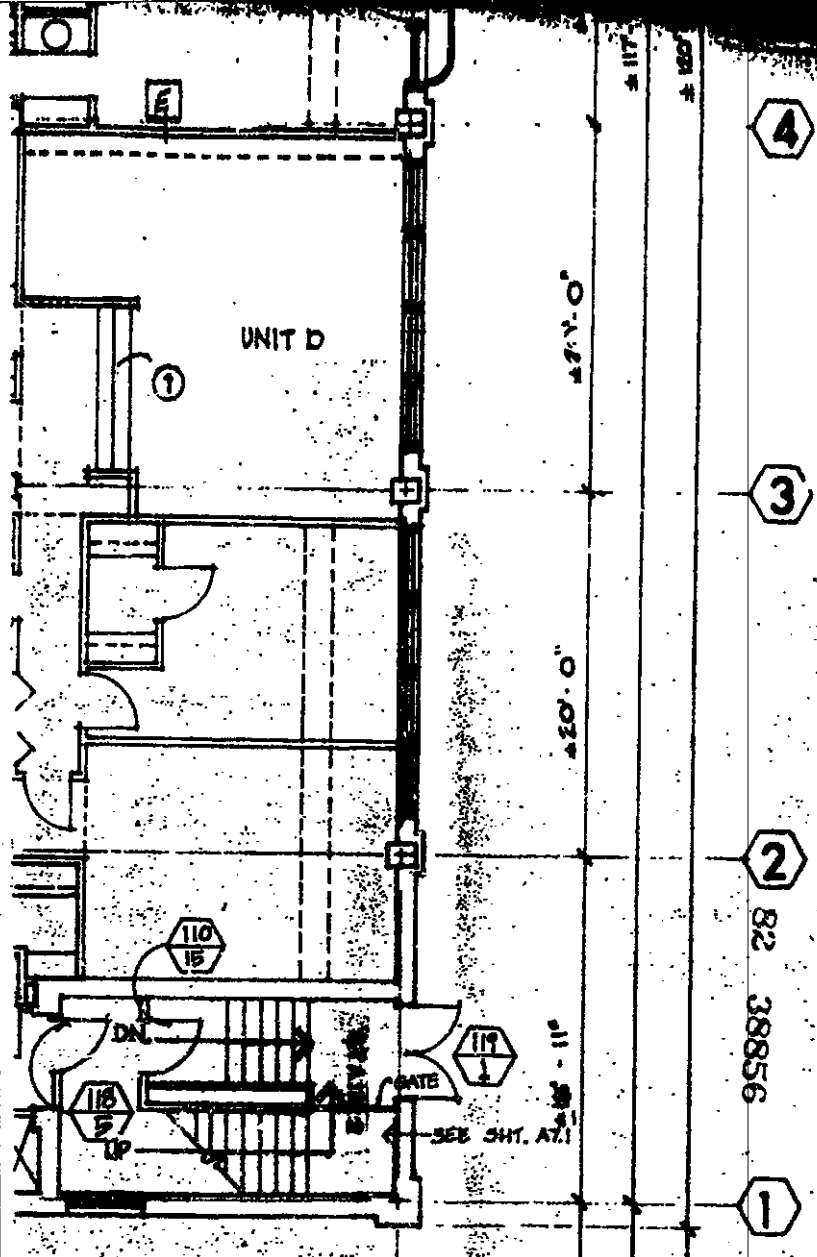
SCALE:



82 38856

OOR
 SCALE: 1/8" = 1'-0"

82 38856



38856

4
3
2
82 38856
1

NO	DESCRIPTION
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REVISIONS

Locker
Glyon
Co.

PROJECT TITLE

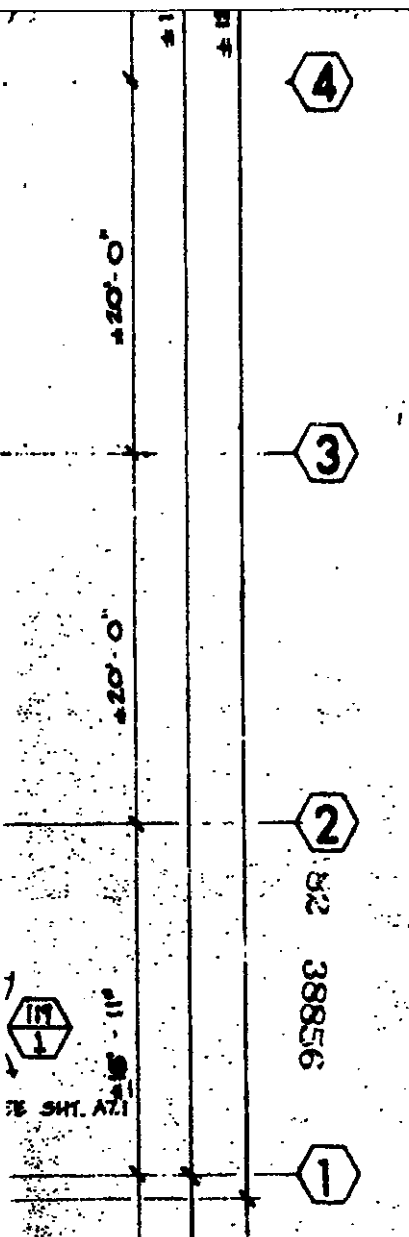
FIRST FLOOR

SHEET TITLE

82
PROJECT NO

19 JULY 1982
DATE

SHEET NO



4

3

2

1

B2 38856

17
↓
7E SH. A2.1

38856

NO	DESCRIPTION	DATE
REVISIONS		

**Lockerbie
Glove
Co.**
CONDOMINIUMS
and
TOWNHOMES



James T. Kienle

PROJECT TITLE

FIRST FLOOR PLAN

SHEET TITLE

38856
PROJECT NO

13 JULY 1982
DATE

A2.2
SHEET NO

J

29' 0"

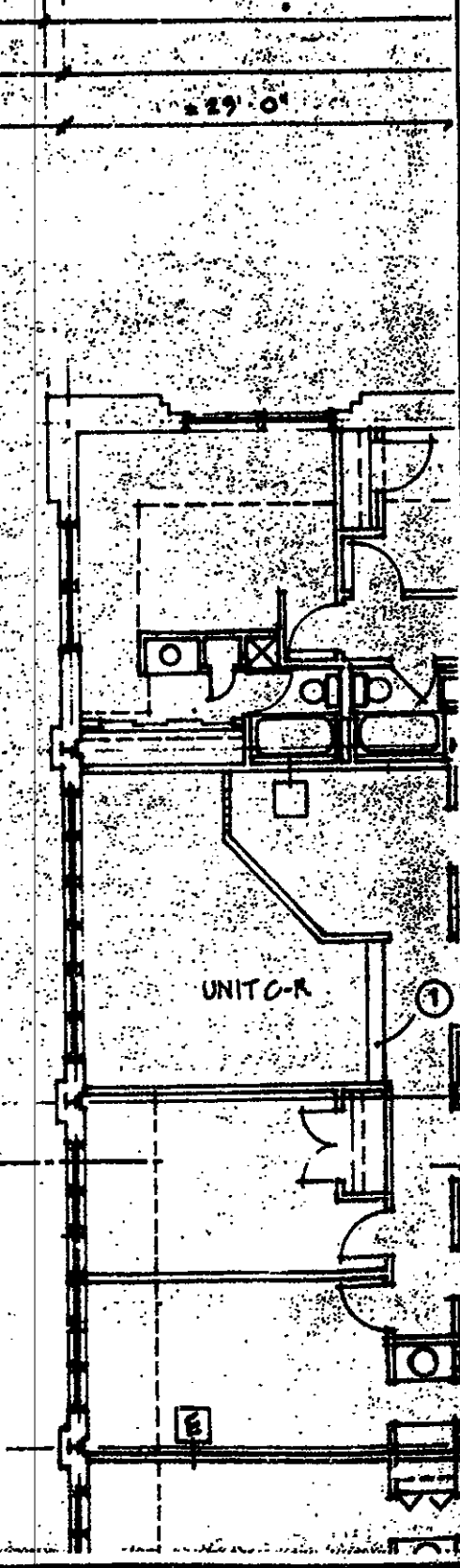
82 38856

437

UNITO-R

1

E



G

F

E

± 170'

± 167'

± 29' 1 1/2"

± 29' 0"

± 14' 10"

± 14'

82 38856



UNIT B-R

UNIT A-R

UNIT

UP 10'-0"

LOBBY

CORRIDOR

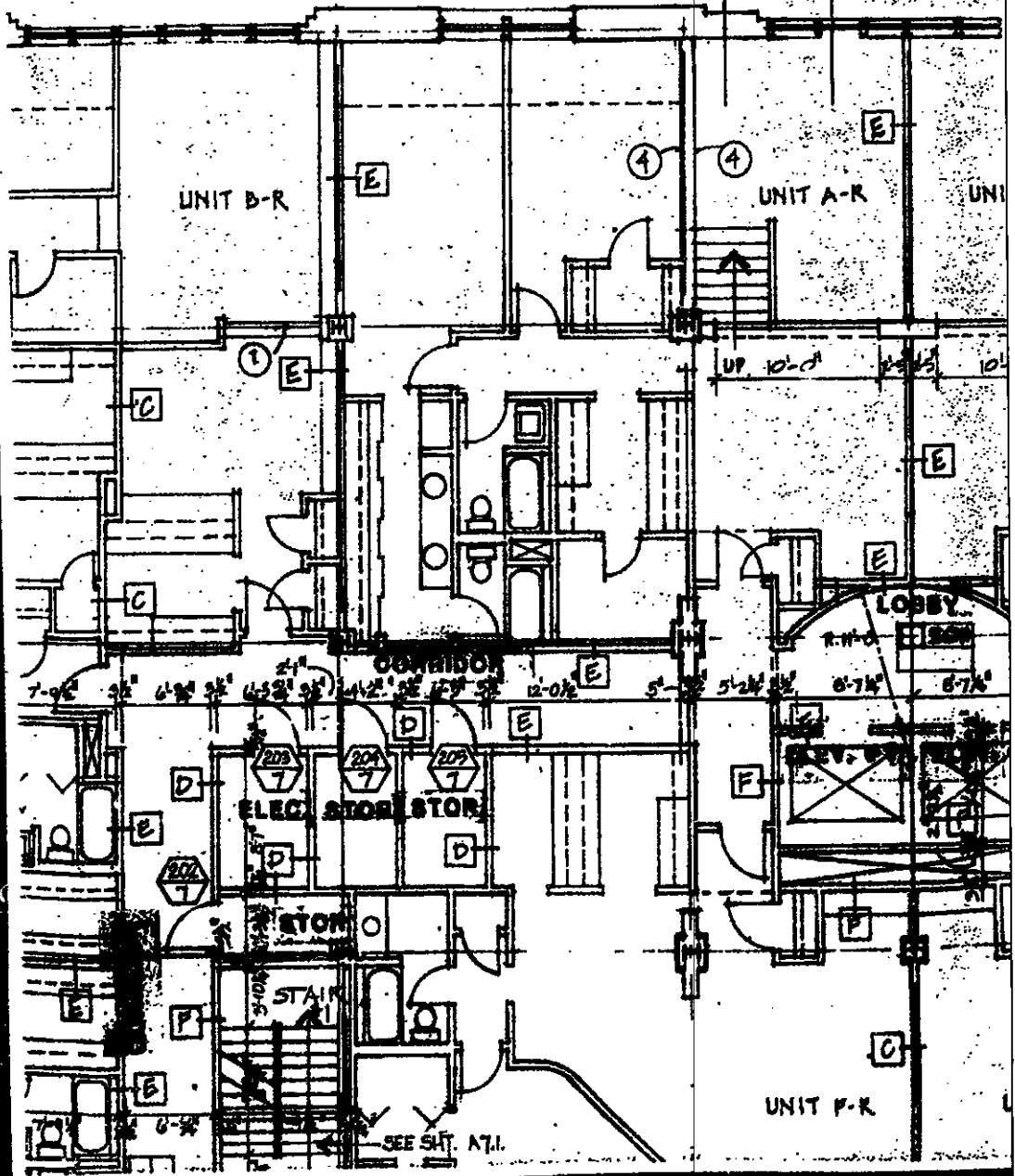
ELEC. STOR. STOR.

STOR.

STAIR

UNIT F-R

SEE SH. A7.1



D

C

B

7'-9"

7'-9 1/2"

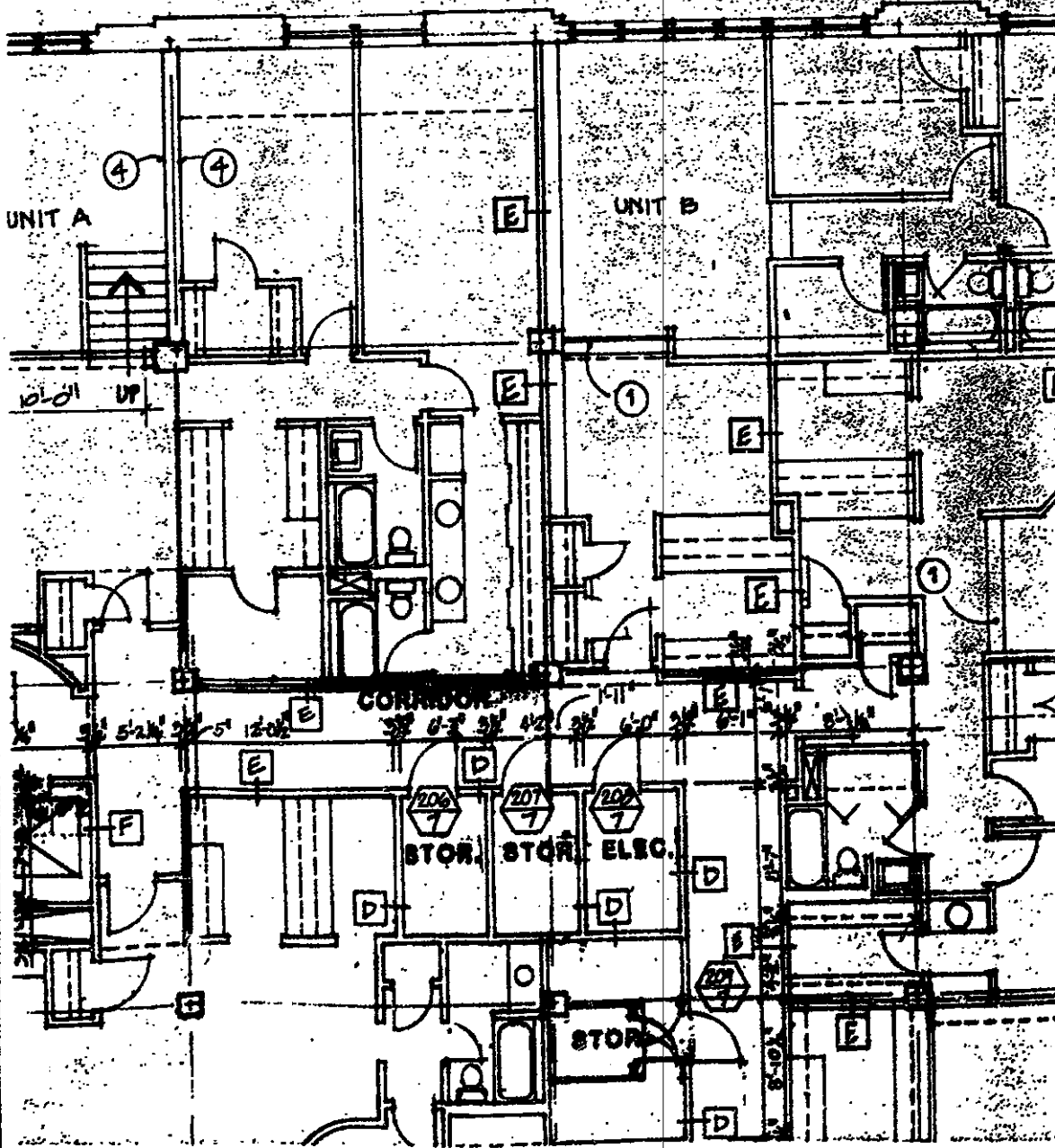
10'

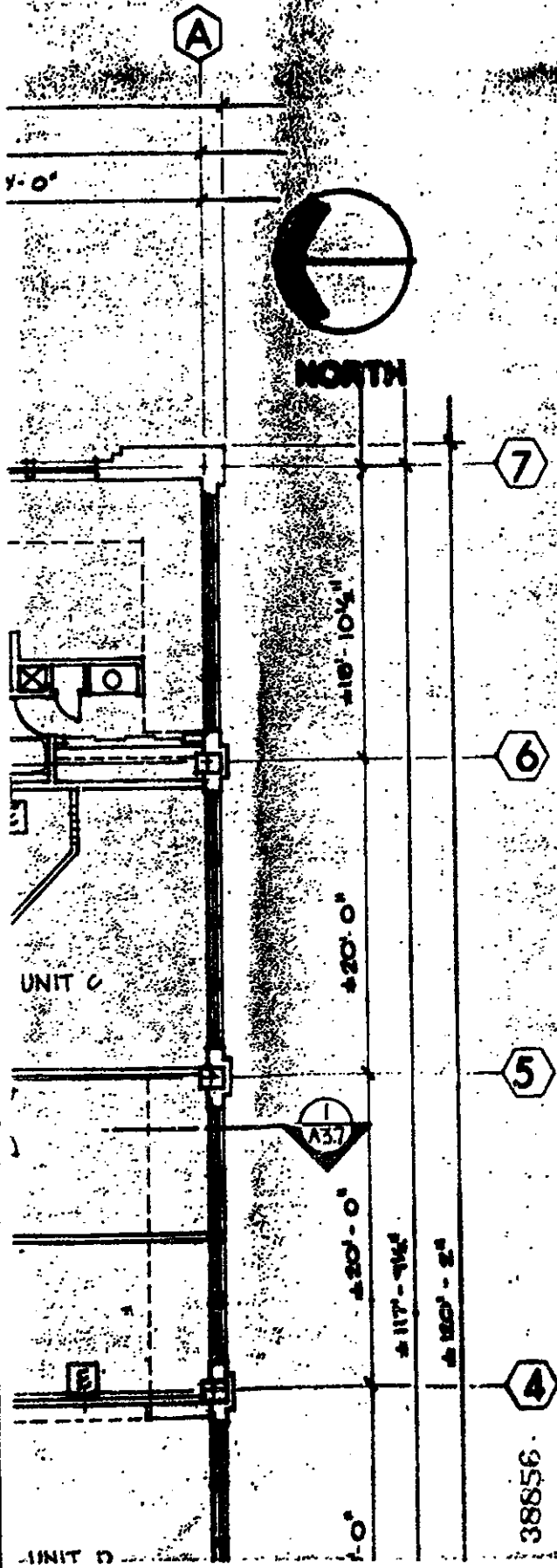
±29'-0"

±29'-0"

±29'

82 38856





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GENERAL NOTES

- ① Platform options see sheet A 2.12, A 2.20, A 2.21, A 2.23, A 2.24.
- ② 2 x ceiling framing @ all pump units above ceiling fr of black iron suspension s; See Mechanical drawings.

02 6855

38856

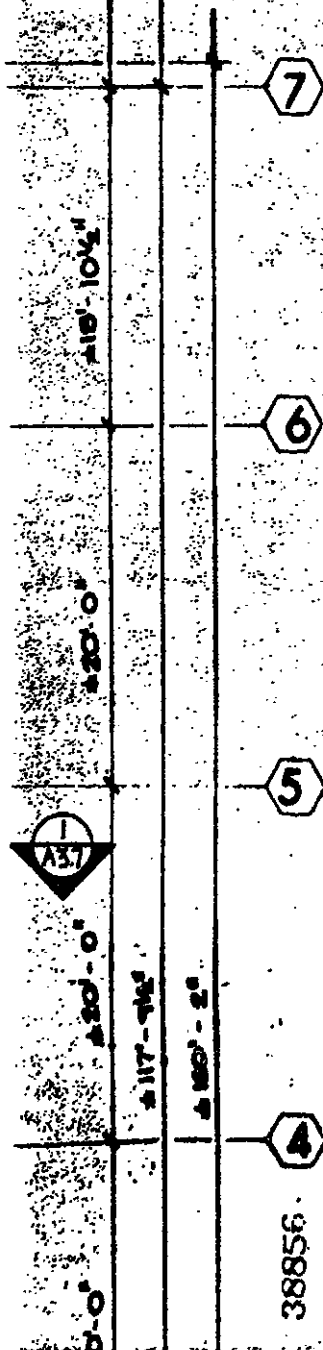
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Architecture
Engineering
Environmental Design
Interior Space Planning
Historic Preservation
Landscape Architecture

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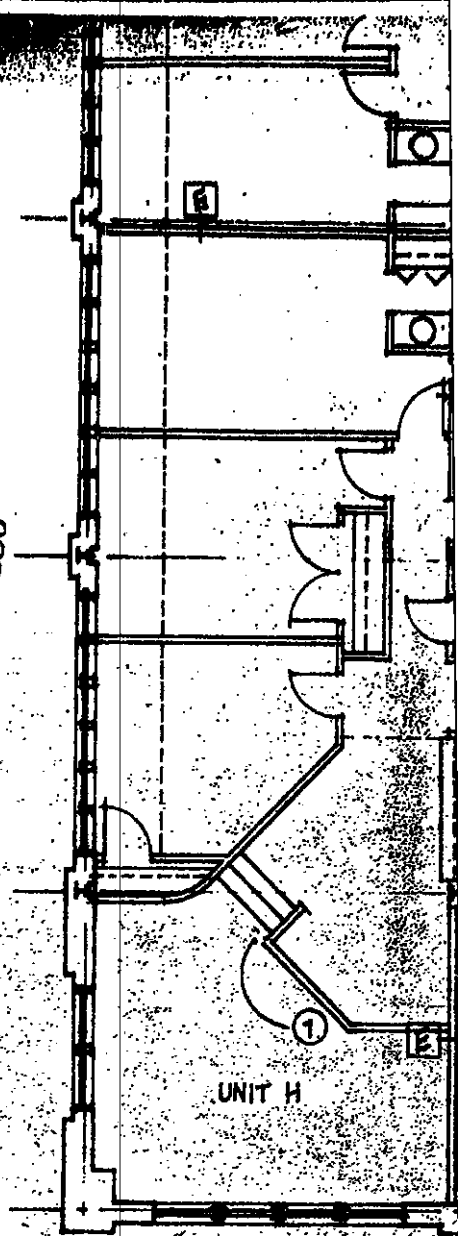
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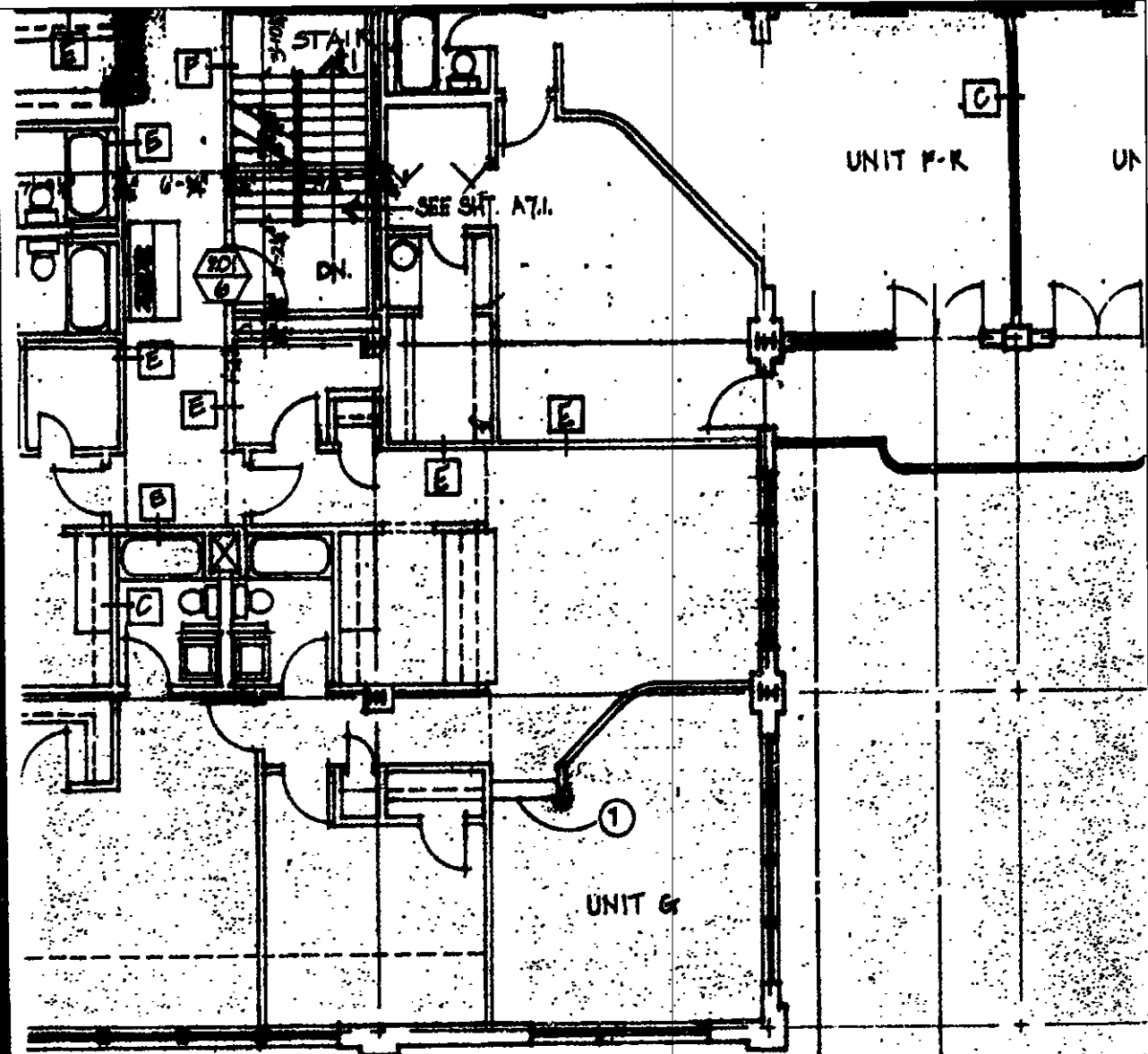
GENERAL NOTES

- ① Platform options see sheet
A 2.19, A 2.20, A 2.21, A 2.22,
A 2.23, A 2.24.
 - ② Z X ceiling framing @ all heat
pump units above ceiling in lieu
of black iron suspension system.
See Mechanical drawings.
- 38856

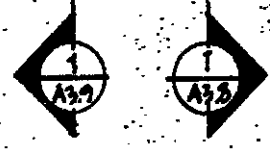
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UNIT H

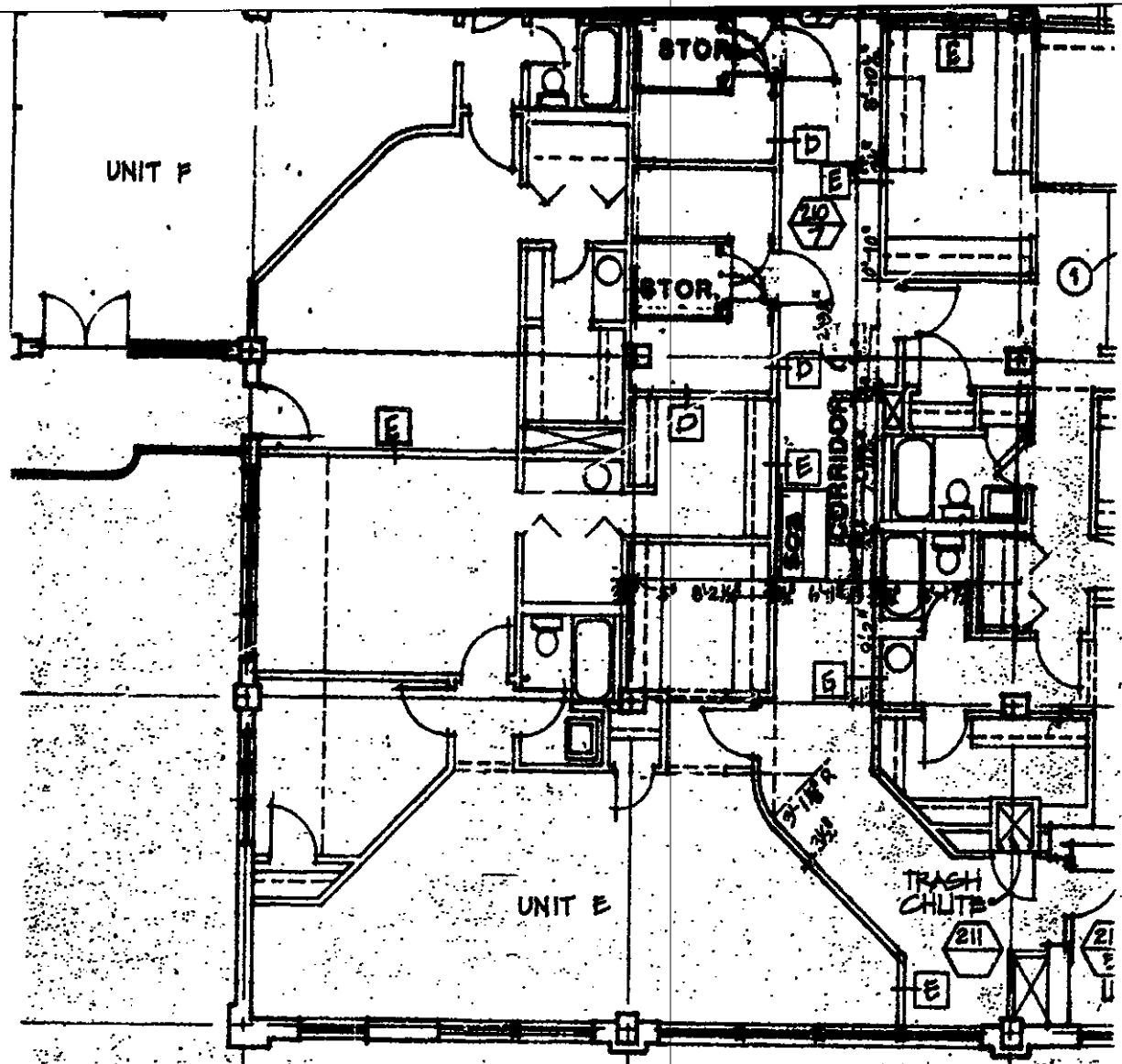


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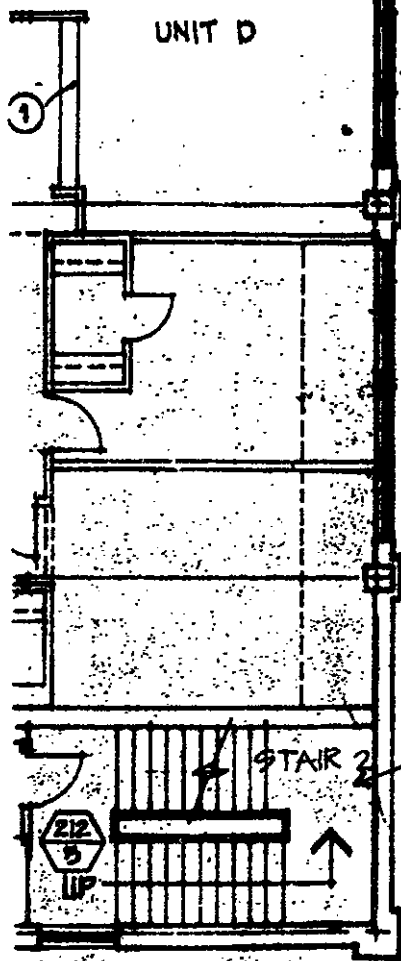
SECOND FLOOR

SCALE



82 38856

FLOOR
SCALE: 1/8"=1'-0



UNIT D

STAIR 2

SEE INT. AT 1

20'-0"

20'-0"

4

3

2

1

82 38855

NO DESCRIPTION

REVISIONS

Lockerb
Glove
Co.

PROJECT TITLE

SECOND FLOOR

SHEET TITLE

PROJECT NO.

18 JULY 1955
DATE

SHEET NO.

20'-0"

20'-0"

82 38856

3

2

1

SEE SHEET A21

NO	DESCRIPTION	DATE
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REVISIONS

**Lockertbie
Glove
Co.**
CONSULTING
ARCHITECTS



James T. Kienle
PROJECT TITLE

SECOND FLOOR PLAN

SHEET TITLE

PROJECT NO.

A2.3

13 JULY 1952
DATE

SHEET NO.

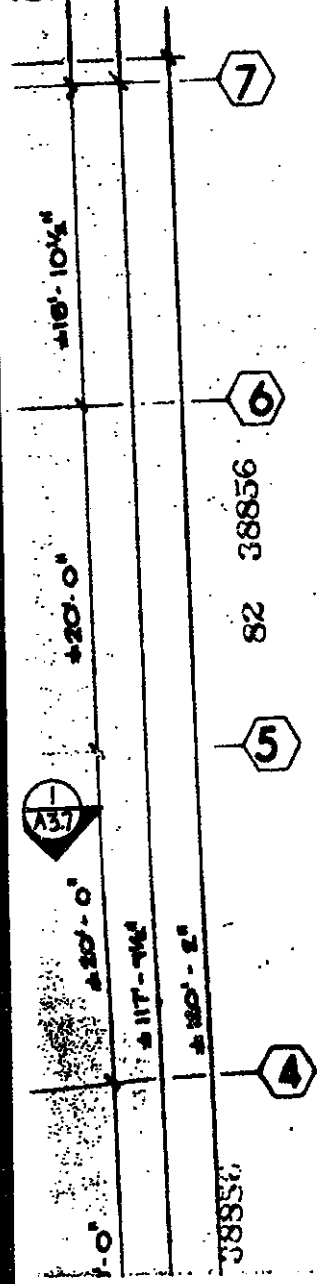
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 Interior Space Planning
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 Landscape Architecture

ARCHONICS

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 Indianapolis, Indiana 46204
 317-632-6069



NORTH



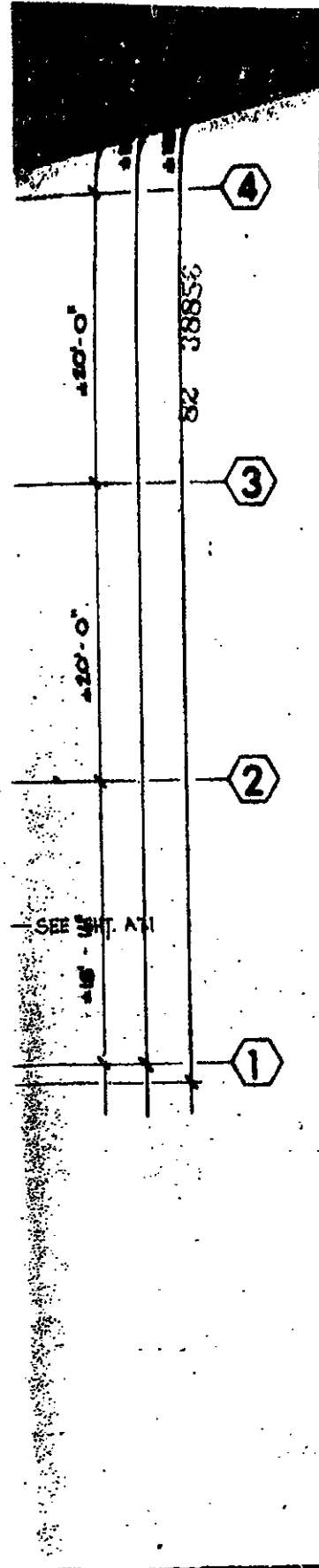
GENERAL NOTES

① Platform options see sheet
 A 2.19, A 2.20, A 2.21, A 2.22,
 A 2.23, A 2.24.

② Z X ceiling framing & all heat
 pump units above ceiling in lieu
 of black iron suspension system.
 See Mechanical drawings.

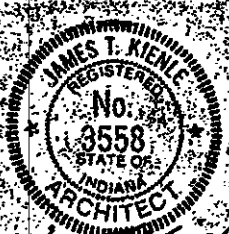
82 38856

38856



NO	DESCRIPTION	DATE
REVISIONS		

**Lockerbie
Glove
Co.** CONDOMINIUM
and TOWNHOMES



James T. Kienle

PROJECT TITLE
THIRD FLOOR PLAN

SHEET TITLE

PROJECT NO
19 JULY 1998
DATE

A2.4
SHEET NO

C

B

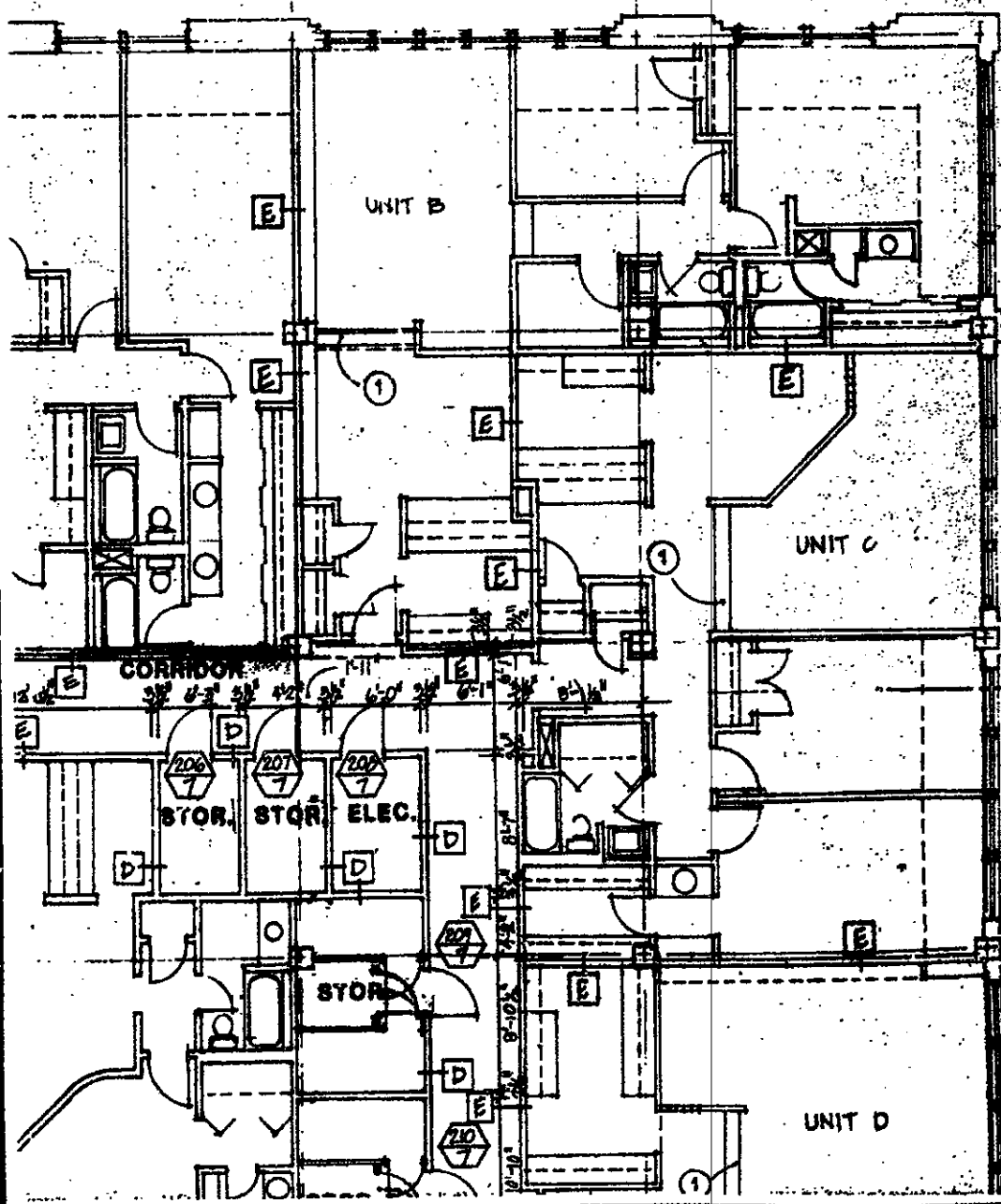
A

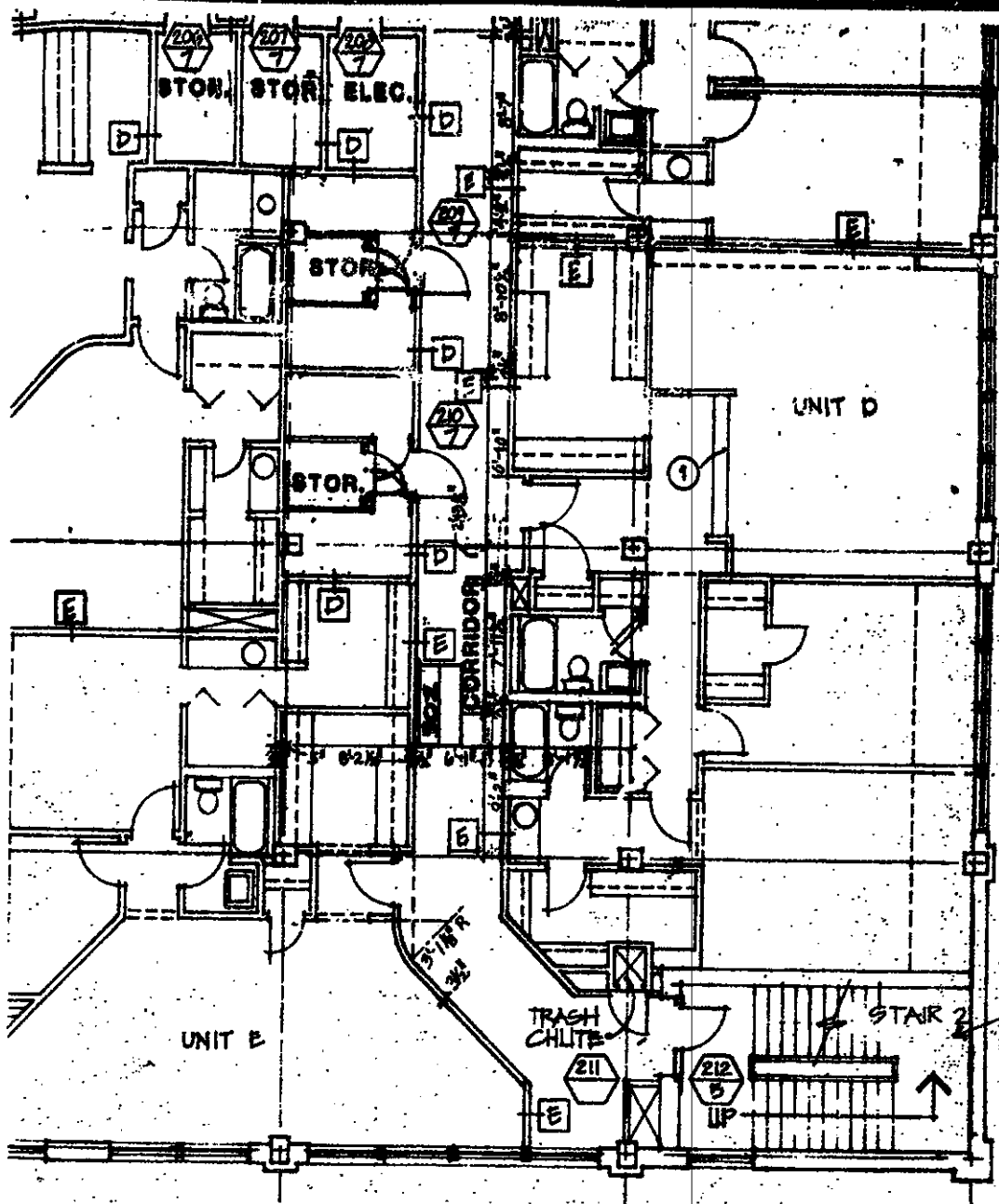
±29'-0"

±29'-0"

±29'-0"

82 38856





82 38856

G F E D

± 170'-9"

± 167'-9 1/4"

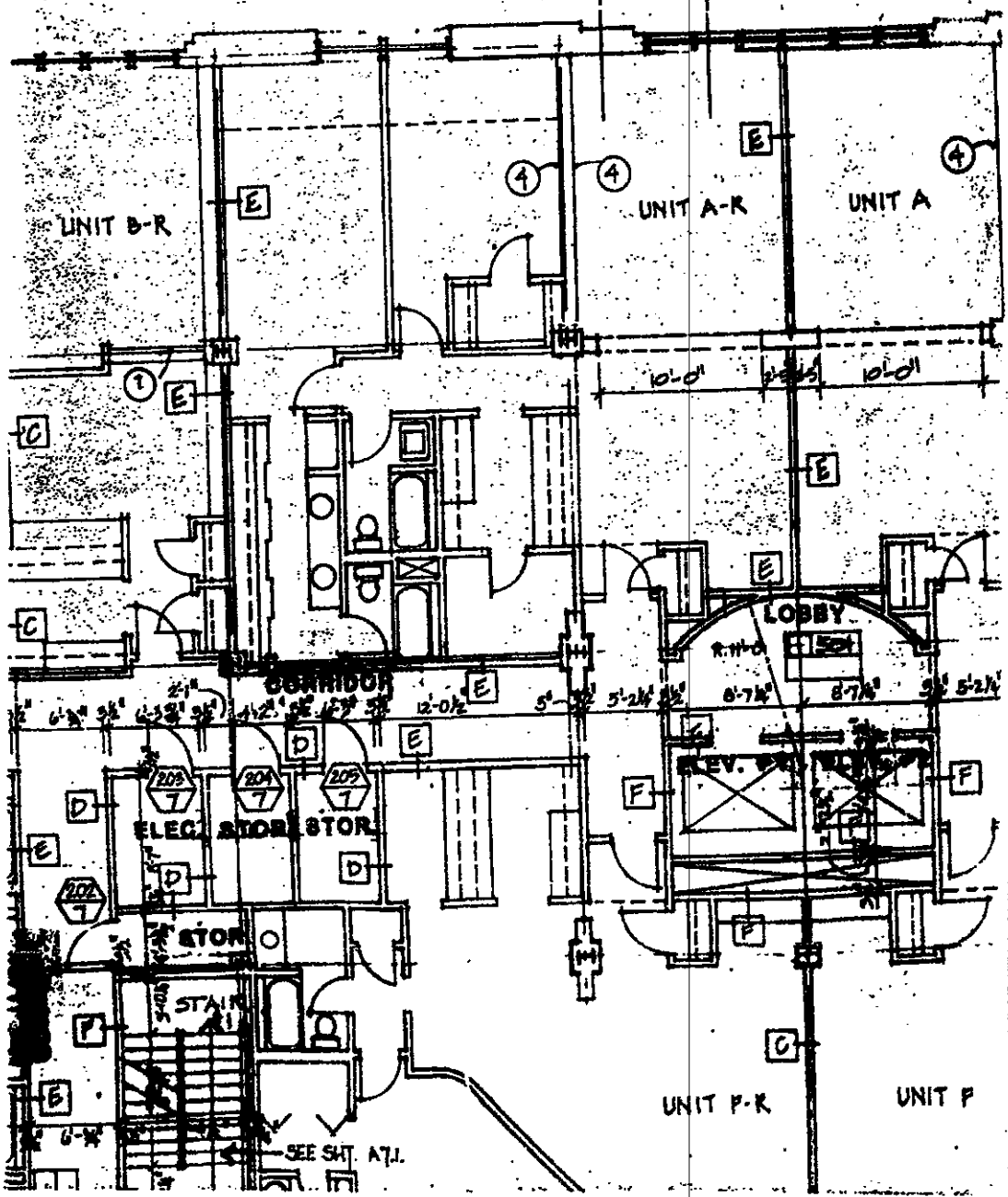
± 14'-1 1/2"

± 27'-0"

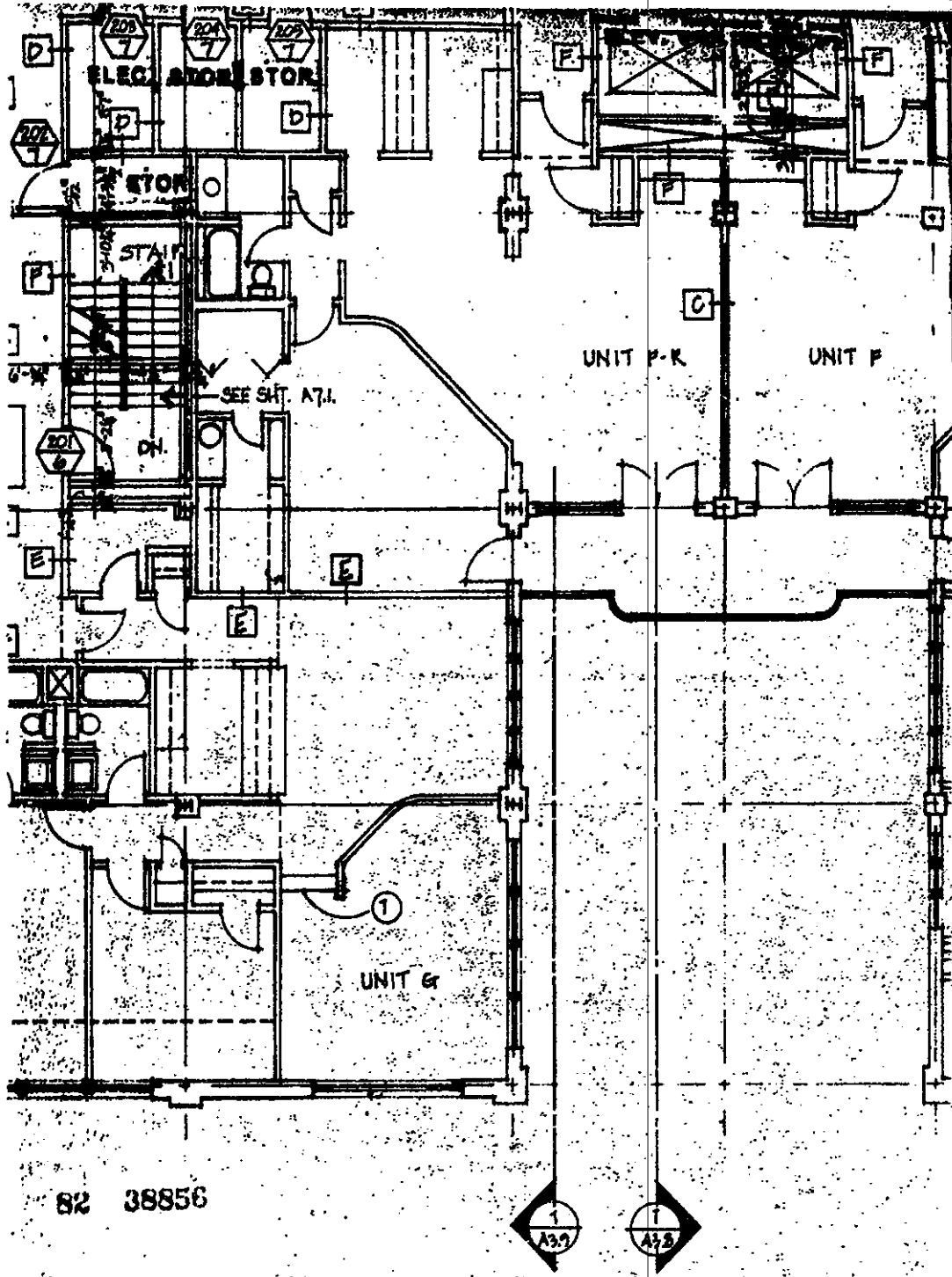
± 14'-10"

± 14'-10"

82 38856

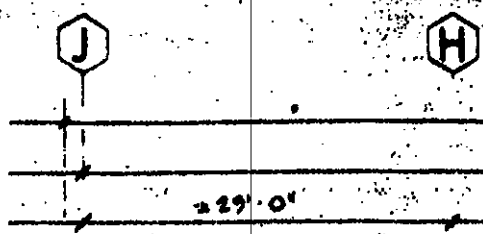


SEE SH. AT.1.

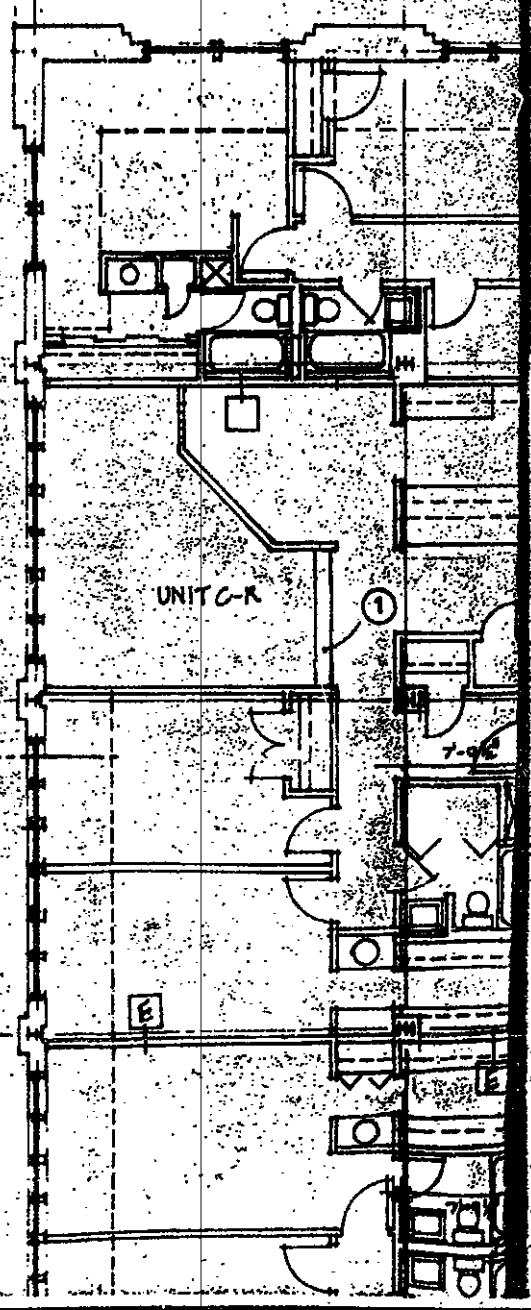


THIRD FLOOR

SCALE: 1/8"=1'-0"



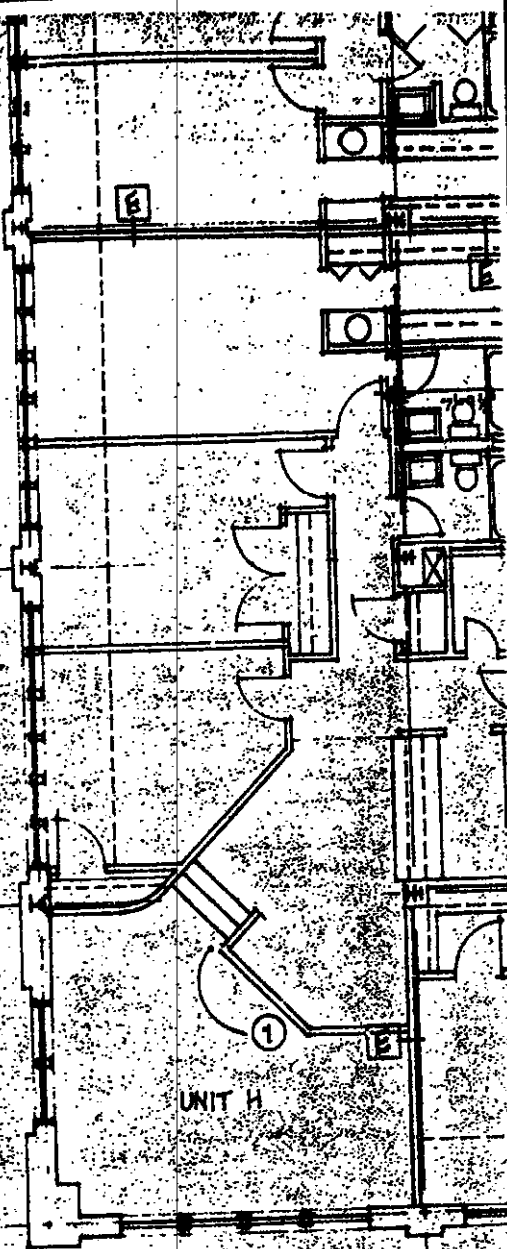
82 38856



E

7-96

82 38856



UNIT H

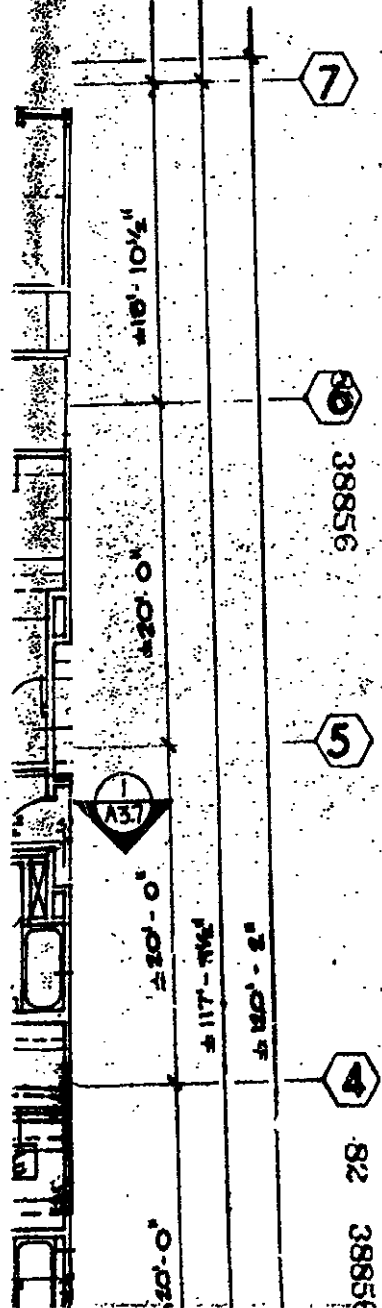
Planning
Programming
Architecture
Engineering
Environmental Design
Interior Space Planning
Historic Preservation
Landscape Architecture

ARCHONICS

47 South Meridian Street
Indianapolis, Indiana 46204
317-632-6069



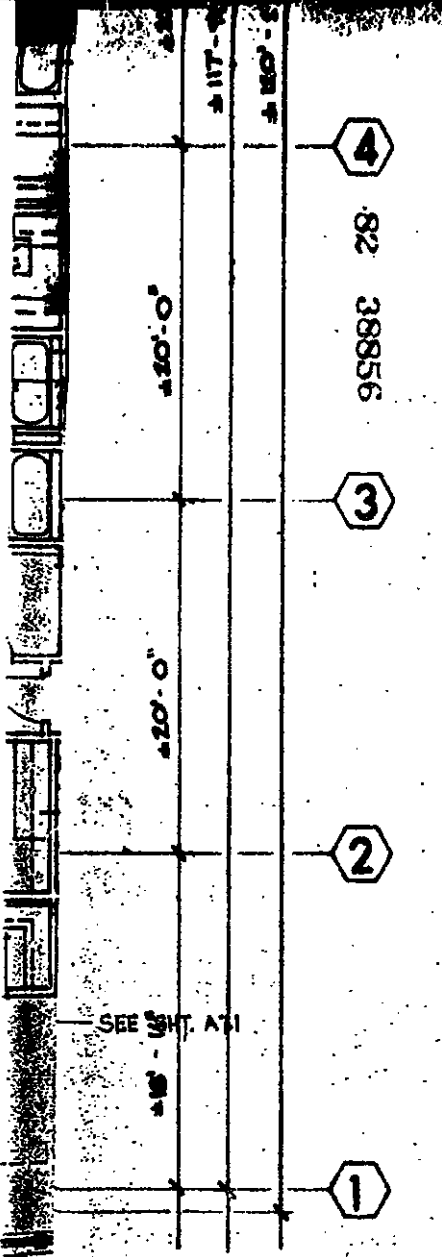
NORTH



GENERAL NOTES

- ① Platform options see sheet
A 2.19, A 2.20, A 2.21, A 2.22,
A 2.23, A 2.24.
- ② 2 X ceiling framing @ all heat
pump units above ceiling in lieu
of black iron suspension system.
See Mechanical drawings.

82 38856



4

82 38856

3

2

1

SEE SH. A11

NO	DESCRIPTION	DATE
----	-------------	------

REVISIONS

**Lockerbie
Glove
Co.** CONDOMINIUM
and
TOWNHOMES



PROJECT TITLE

FOURTH FLOOR PLAN

SHEET TITLE

PROJECT NO

A2.5

18 JULY 1988
DATE

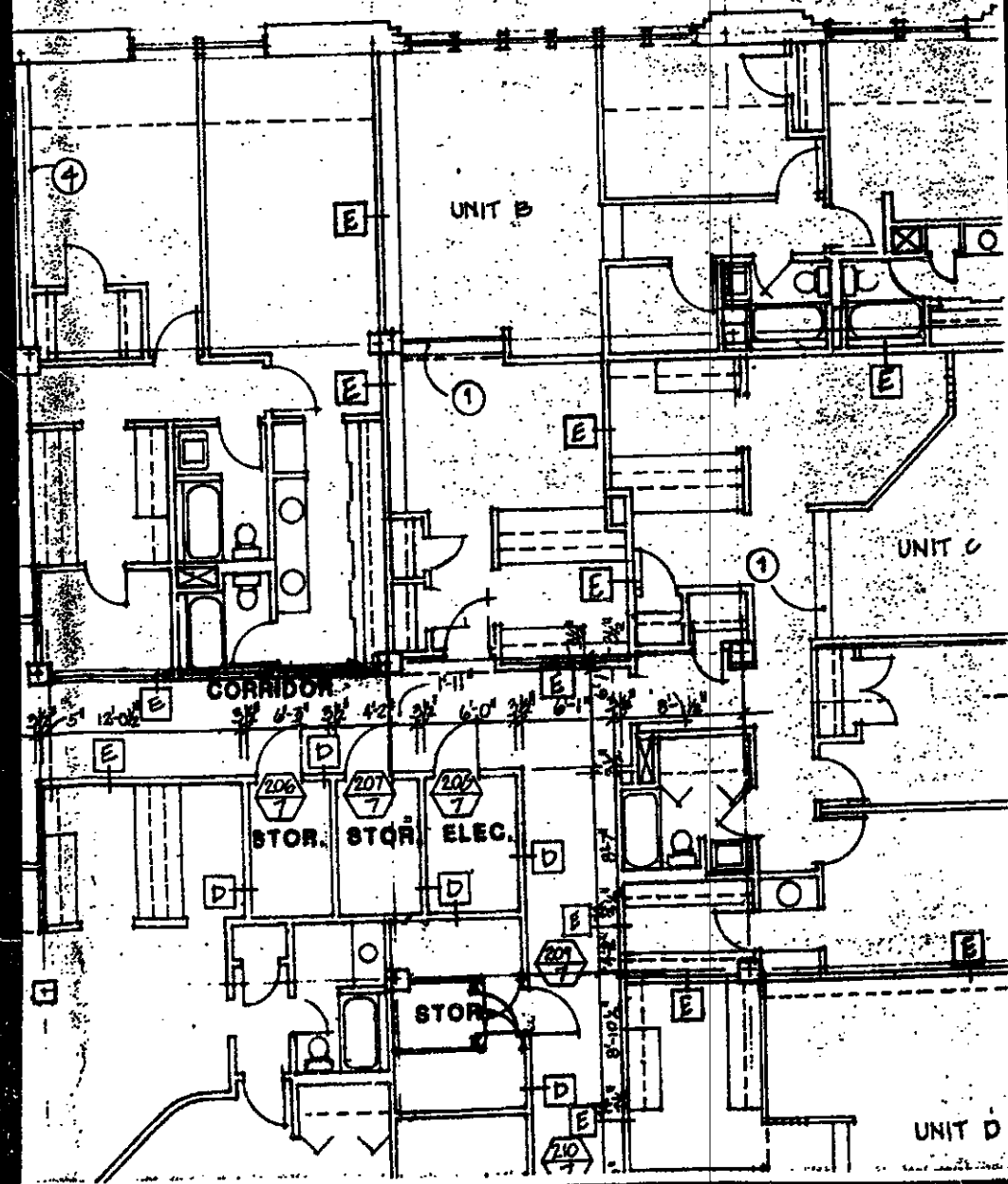
SHEET NO

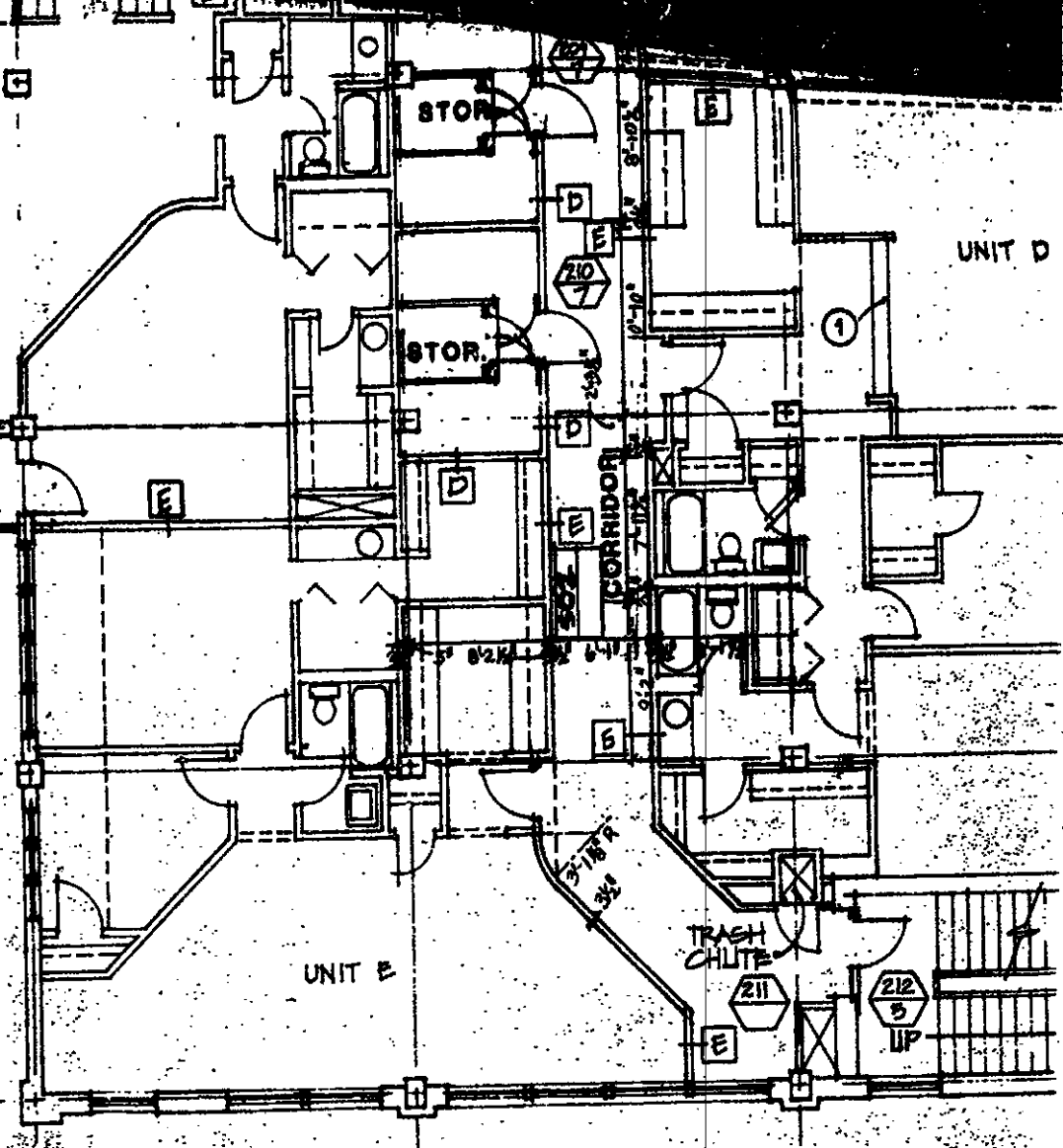
C B

±27' 0" ±27' 0" ±27' 0"

82 38856

82 38856





82 38856

1'-0"

C

B

A

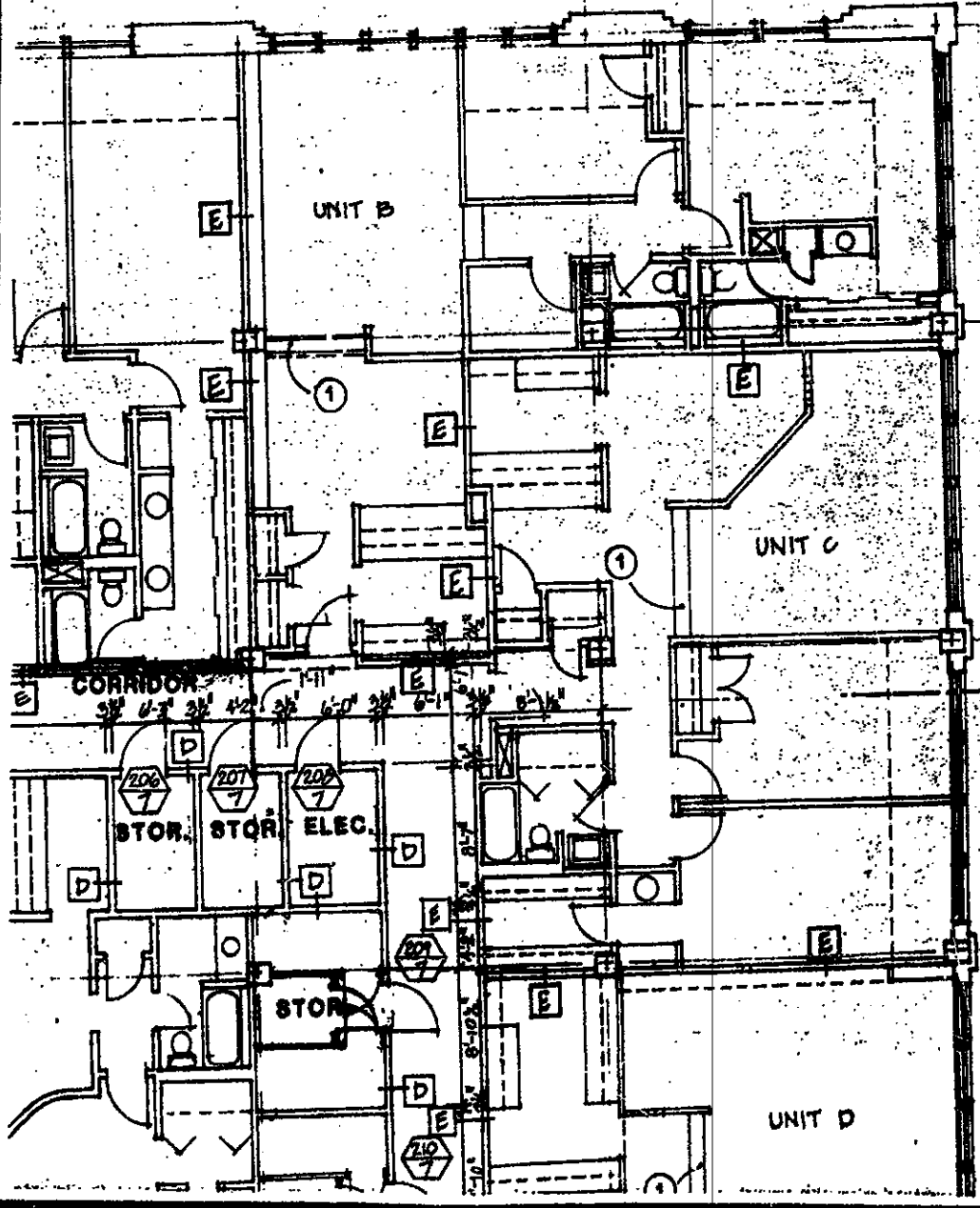
9' 0"

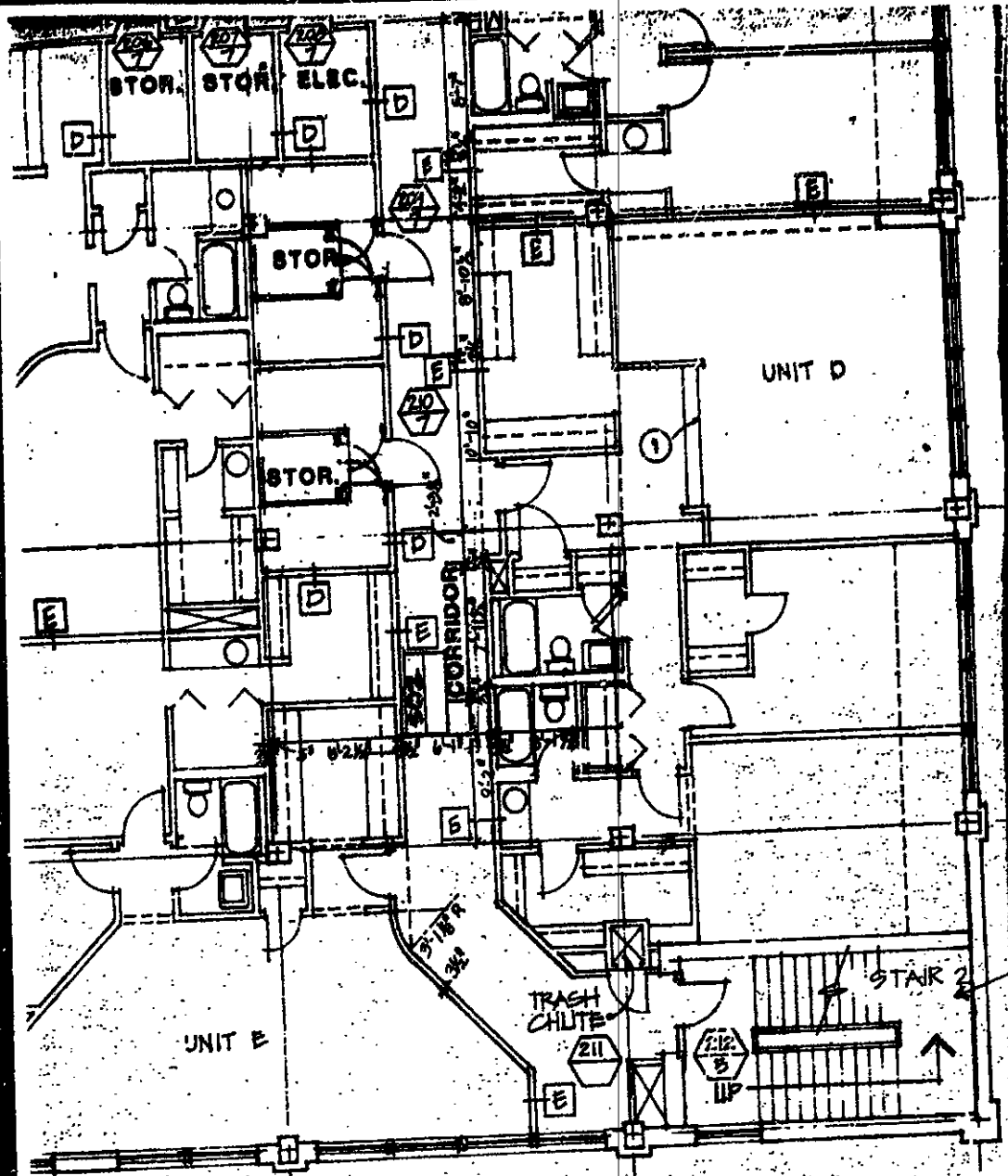
±27' 0"

±27' 0"

38850

82 38850





82 38856

J

F

29'-0"

82 38856

UNIT C-R

L
A37

E

1

1

1

1

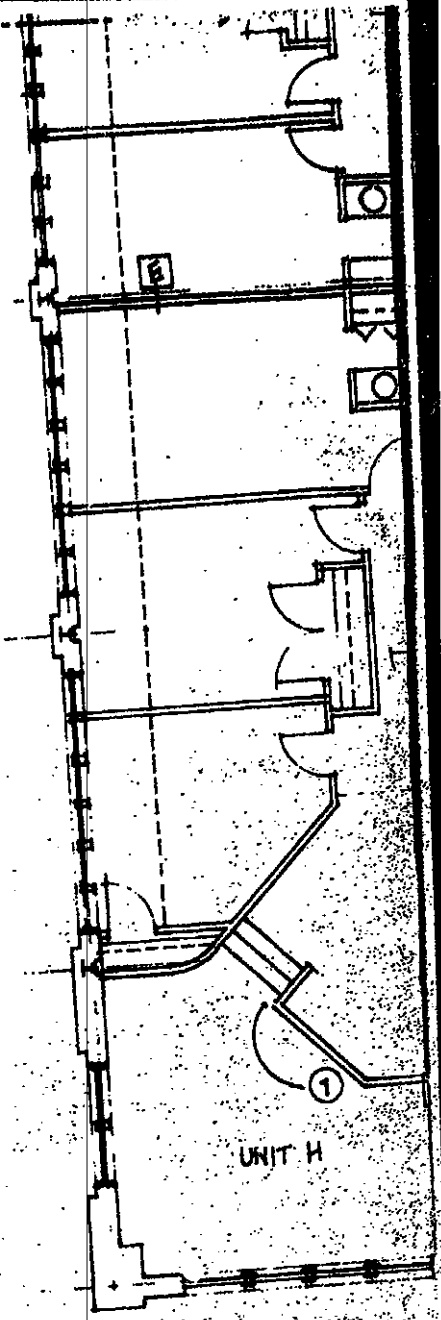
A37

82 38856

UNIT H

1

E



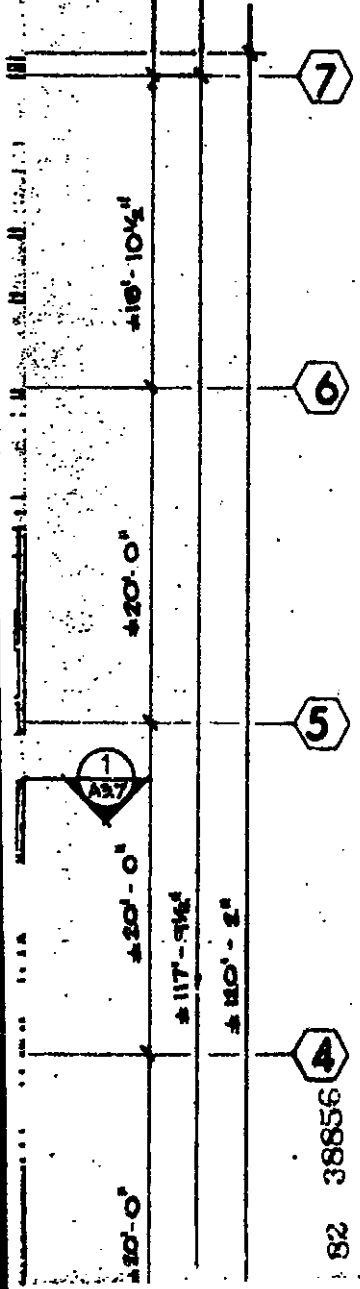
Planning
Programming
Architecture
Engineering
Environmental Design
Interior Space Planning
Historic Preservation
Landscape Architecture

ARCHONICS

47 South Meridian Street
Indianapolis, Indiana 46204
317-632-6069



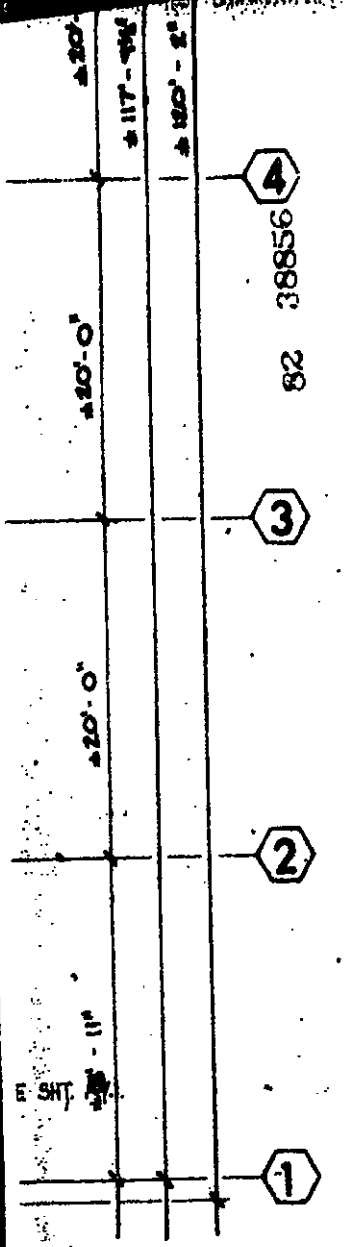
NORTH



GENERAL NOTES

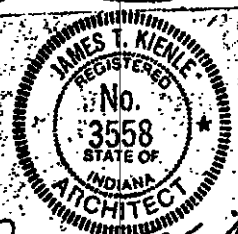
- ① 2 X ceiling framing @ all heat pump units above ceiling in lieu of black iron suspension system. See Mechanical drawings.

82 38856



NO	DESCRIPTION	DATE
REVISIONS		

**Lockerbie
Glove
Co.**
CONDOMINIUMS
and
TOWNHOMES



James T. Kienle

PROJECT TITLE

FIFTH FLOOR PLAN

SHEET TITLE

2087
PROJECT NO

18 JULY 1988
DATE

A2.6
SHEET NO

C

B

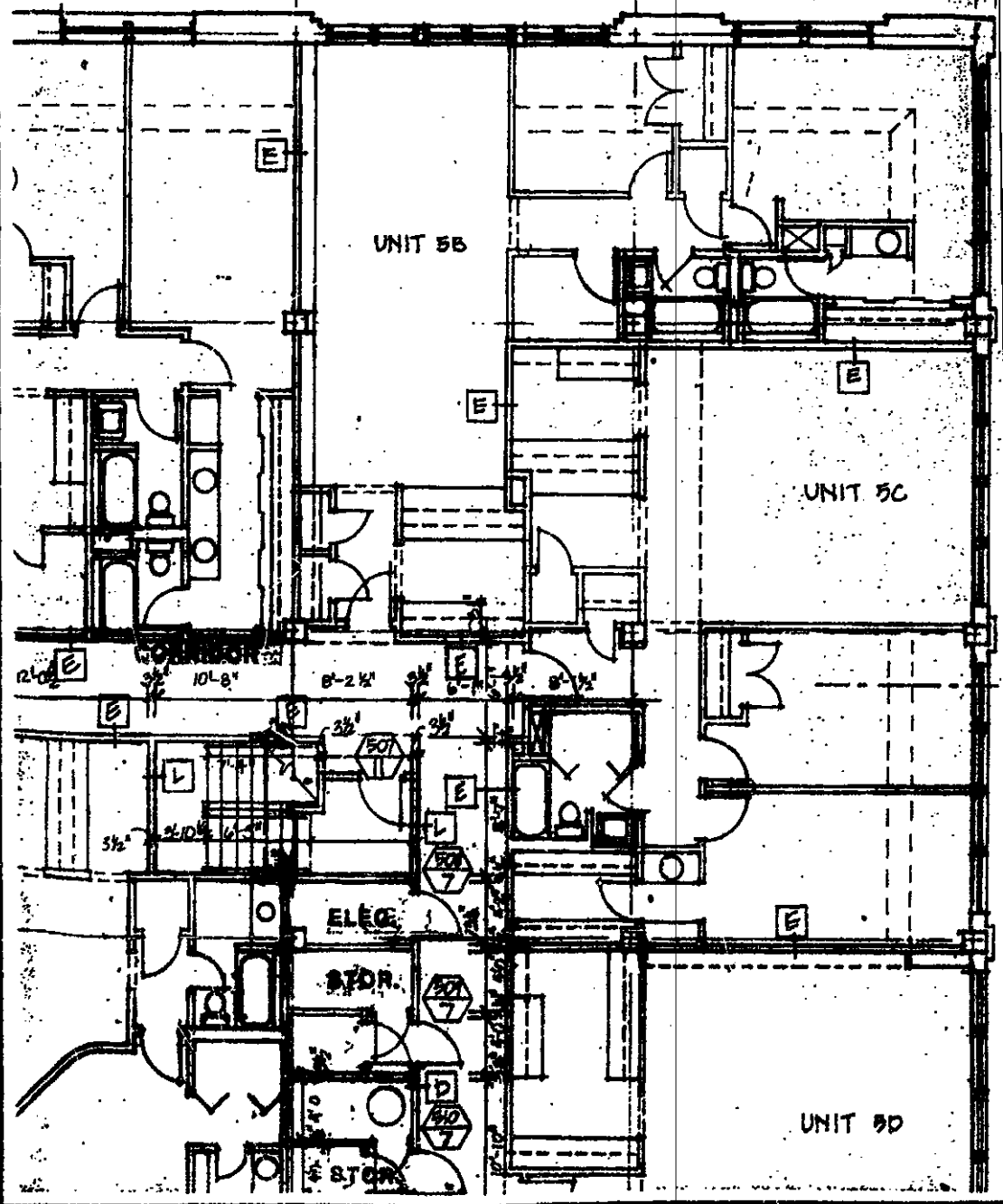
A

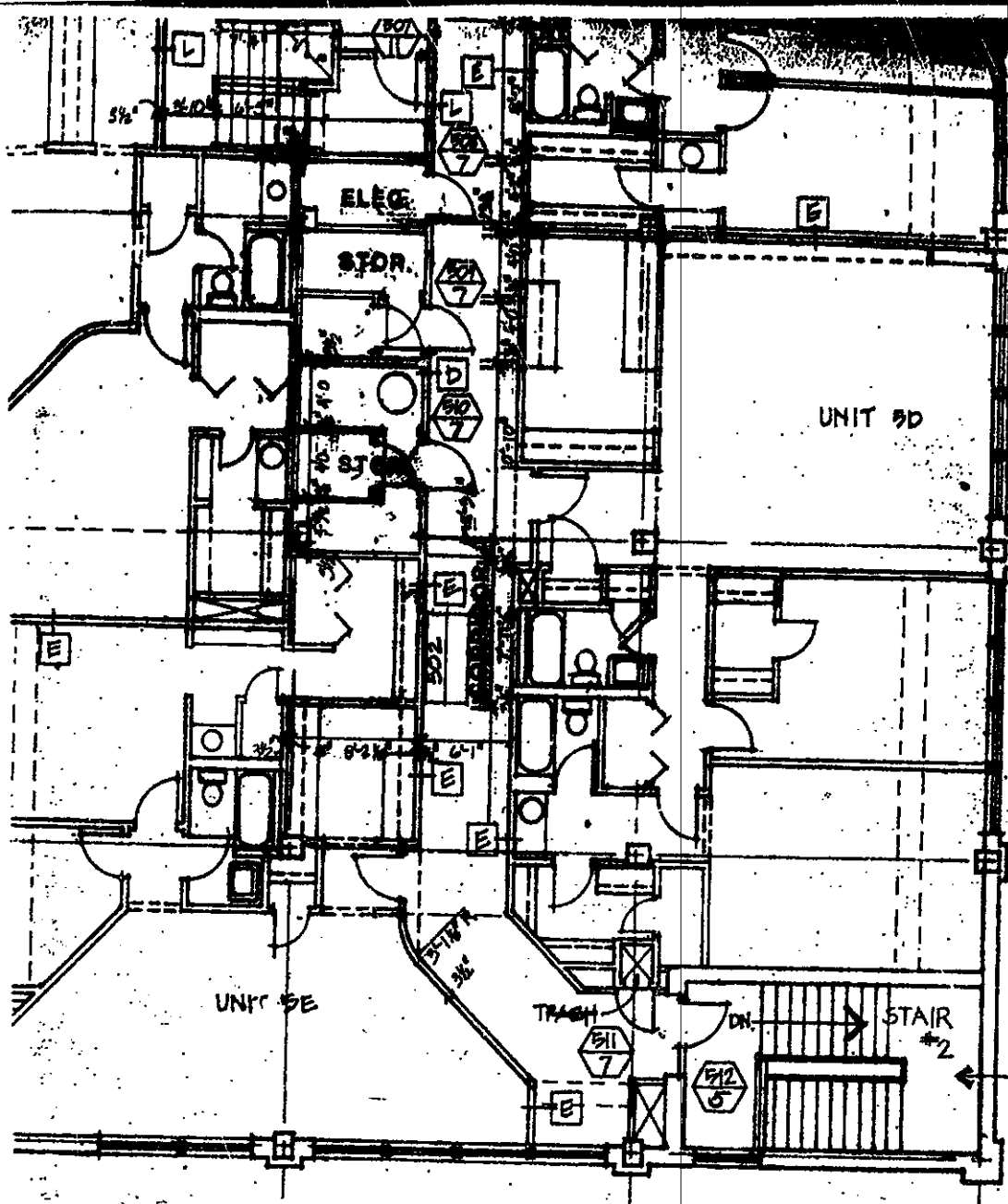
±27'-0"

±27'-0"

±27'-0"

82 38856





82 38856

G

F

E

± 170'

± 167'

± 29'-1 1/2"

± 29'-0"

± 14'-10"

± 14'-

82 08355

82 28856



UNIT 5B-R

UNIT 5A-R

U

E

E

7'-0 1/2" L

0'-0"

EXHAUSTION

12'-0 1/2"

5'-2 1/4"

R-11-0"

8'-7 1/8"

B-7 1/8"

ELEC. STOR. STOR.

STOR.

SEE SHT. A7.1

UNIT 5F-R

D

E

F

4

4

F

F

F

F

F

F

F

F

F

F

F

F

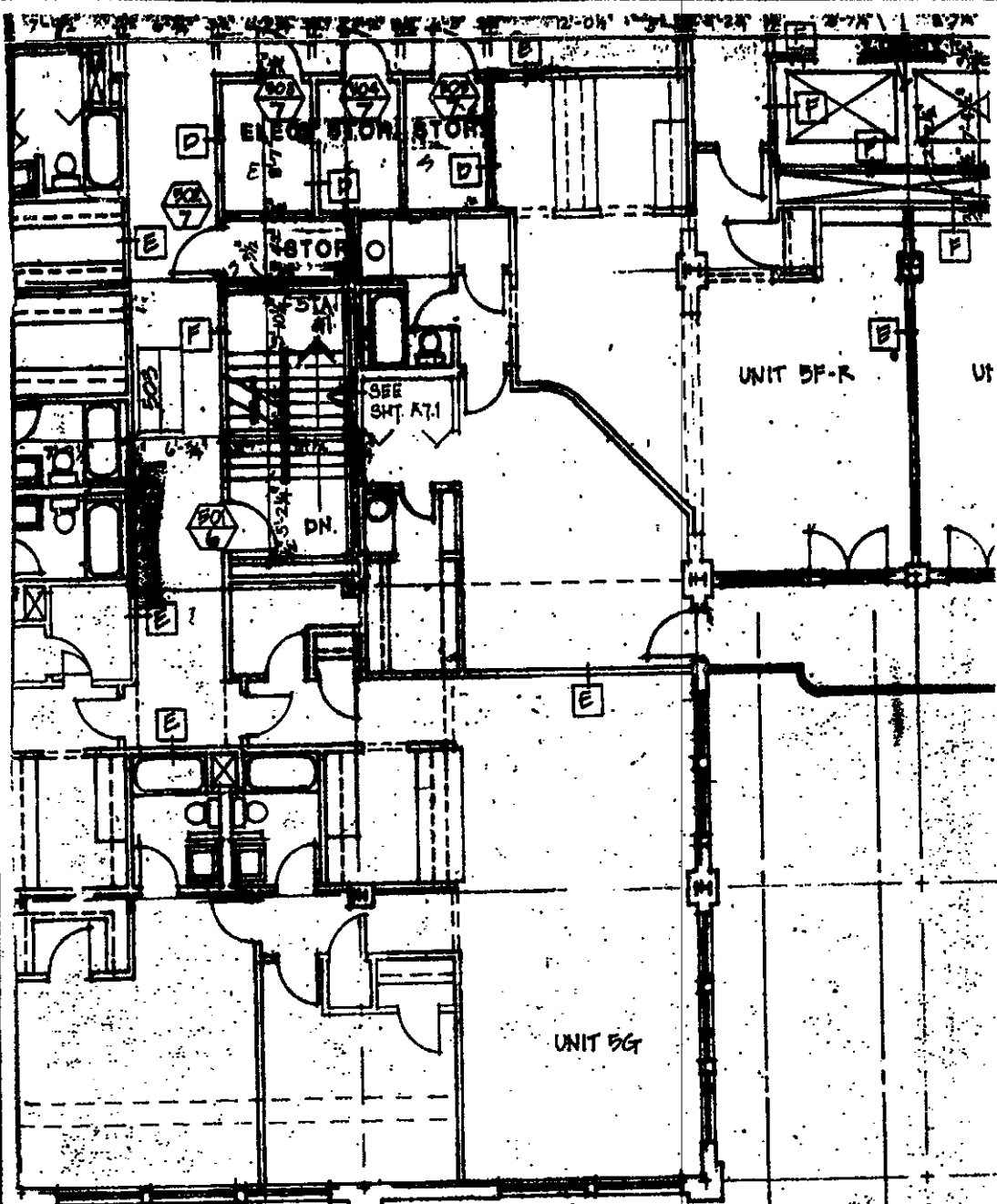
F

F

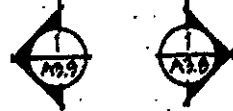
F

F

F



82 38856



FIFTH FLOOR

81

G

F

E

± 170'-9"

± 167'-9 1/2"

± 29'-1 1/2"

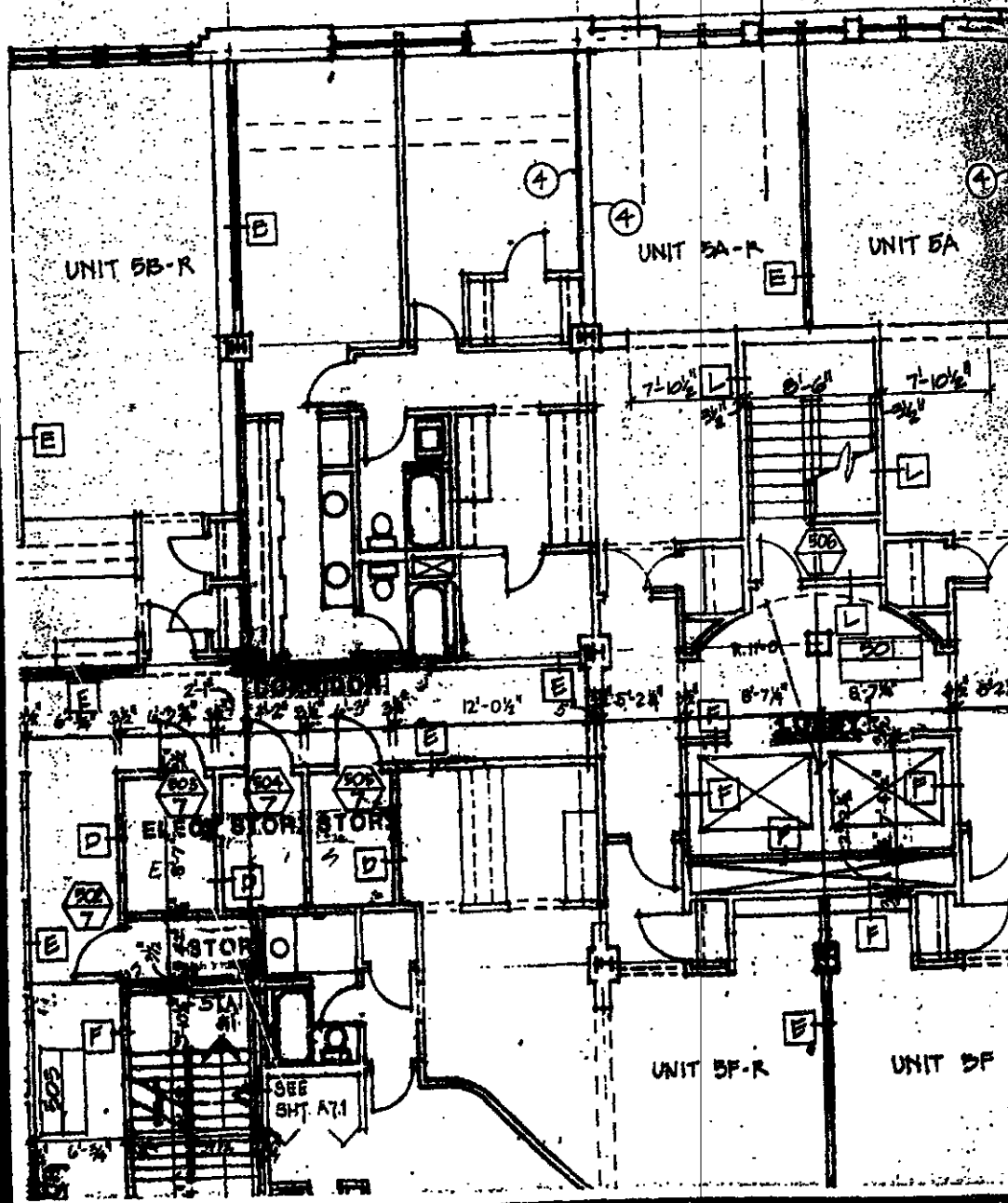
± 29'-0"

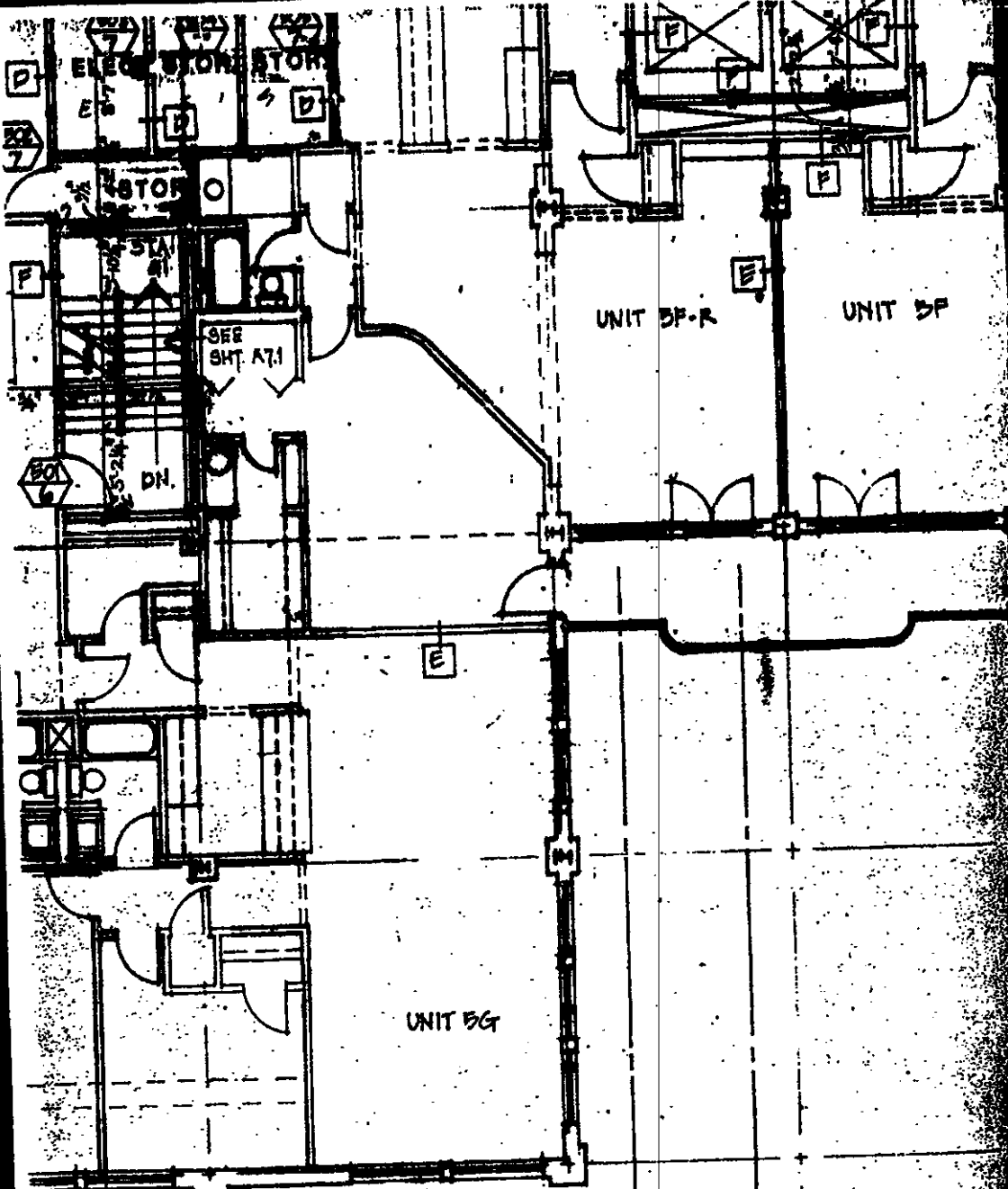
± 14'-10"

± 14'-10"

82 38856

08358





82 38856

FIFTH FLOOR

SCALE: 1/8" = 1'-0"

J

H

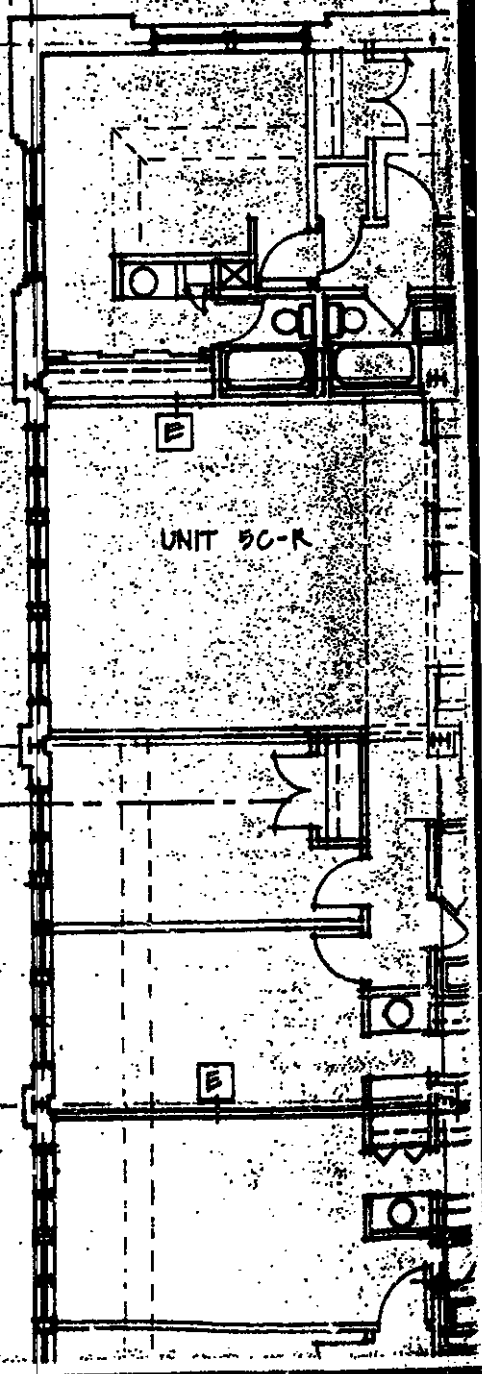
29'-0"

82 38856

UNIT 50-R

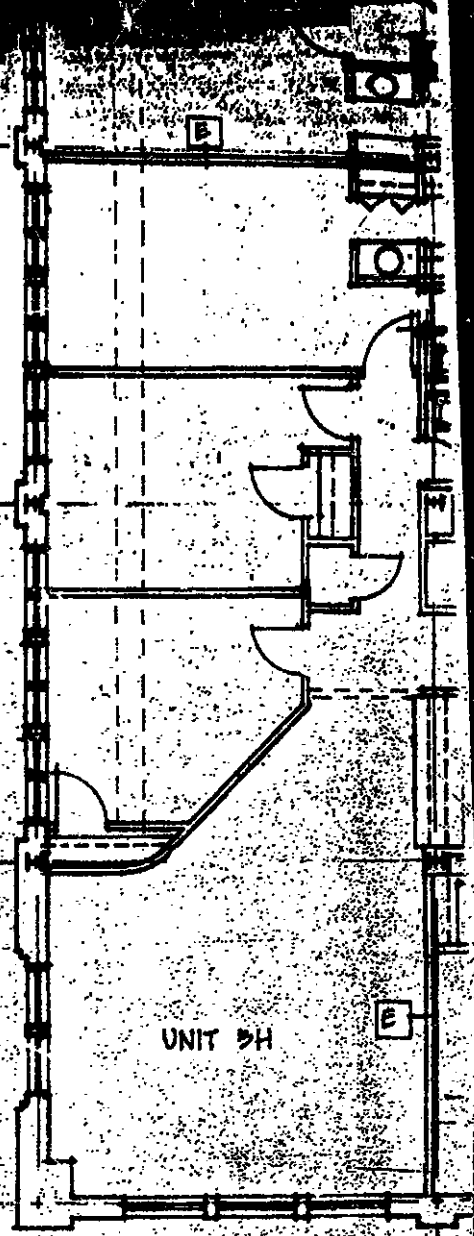
1
A17

E



82 38856

UNIT 5H



Planning
Programming
Architecture
Engineering
Environmental Design
Interior Space Planning
Historic Preservation
Landscape Architecture

ARCHONICS

47 South Meridian Street
Indianapolis Indiana 46204
317-632-6069



NORTH

±16'-10 1/2"

±20' 0"

±20' 0"

±117'-9 1/2"

±120' - 2"

±20' 0"

7

6

5

4

82 38856

± 20' 0"

± 20' 0"

± 18' 11"

4

3

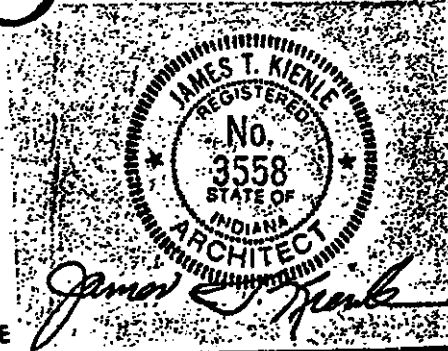
2

1

82 38856

NO	DESCRIPTION	DATE
REVISIONS		

**Lockerbie
Glove
Co.**
CONDOMINIUMS
— and —
TRAPNIKES



PROJECT TITLE

SIXTH FLOOR PLAN

SHEET TITLE

2087
PROJECT NO

13 JULY 1982
DATE

A2.7
SHEET NO

C

B

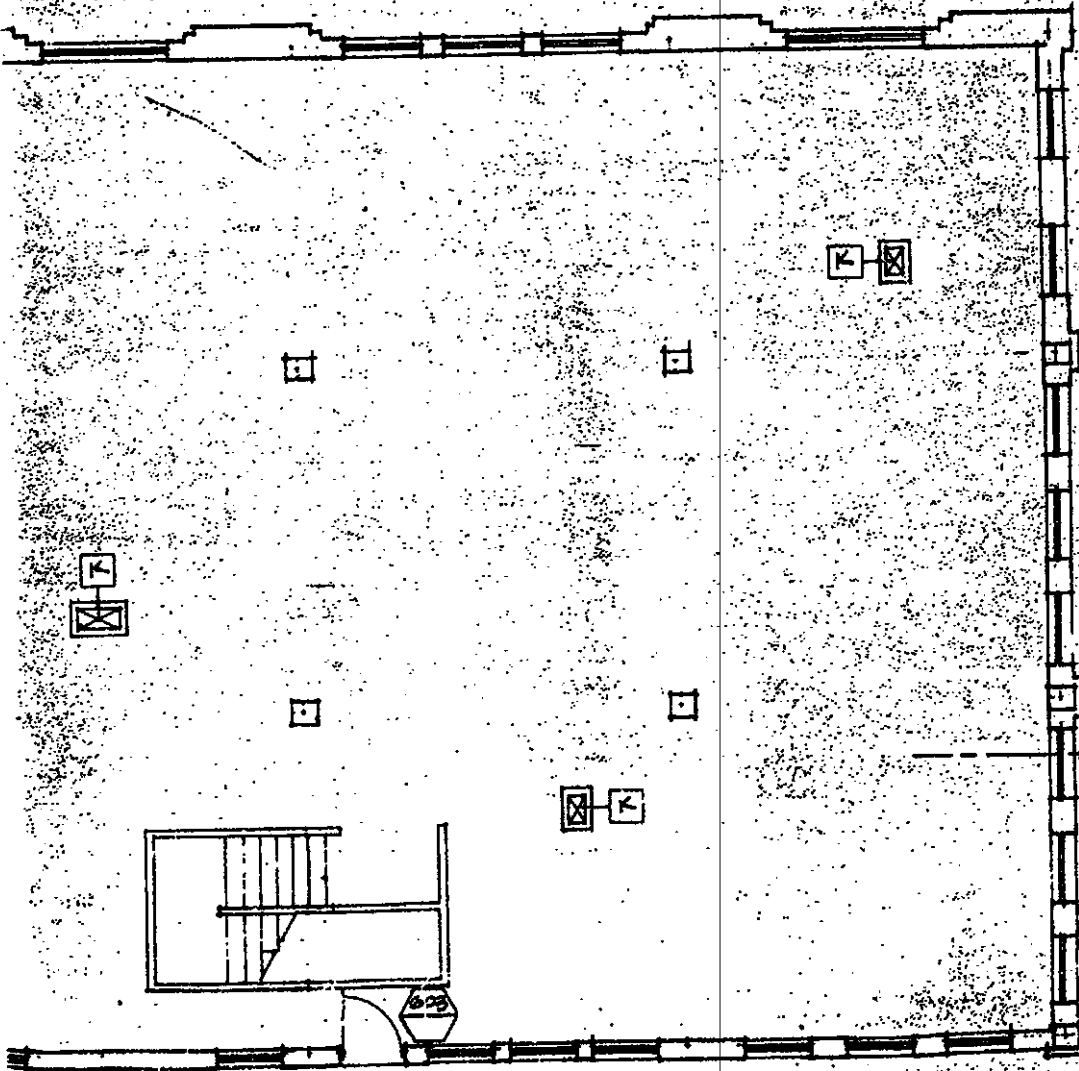
A

± 29' 0"

± 29' 0"

± 29' 0"

82 38856



82 38856



82 38856

82 38856

G

F

E

D

± 170'-3"

± 167'-9 1/2"

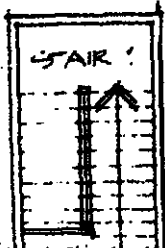
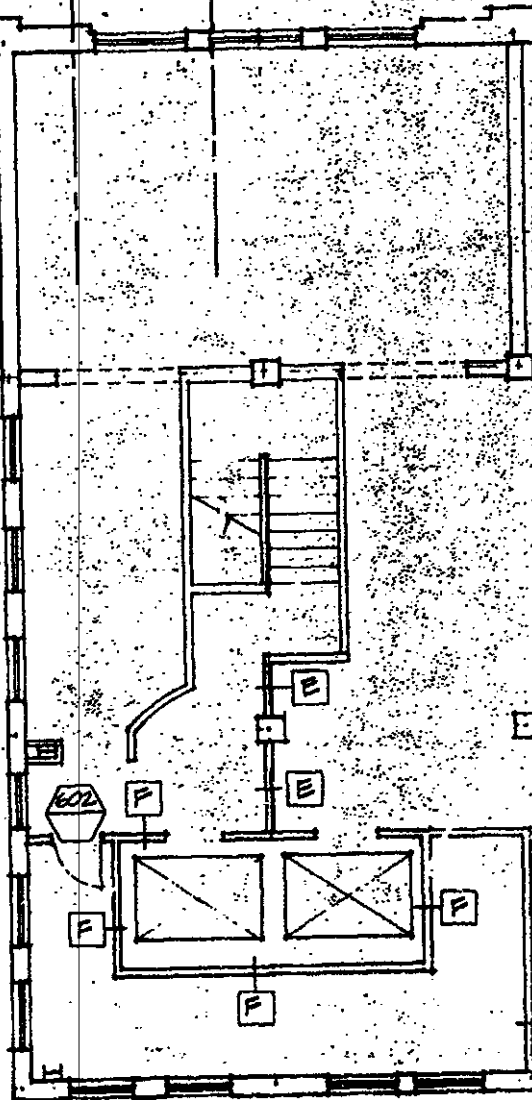
1 1/2"

± 29' 0"

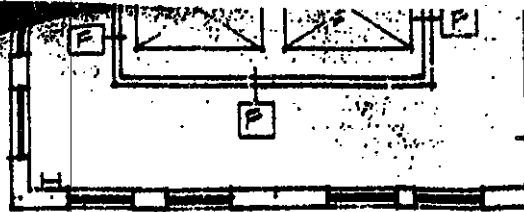
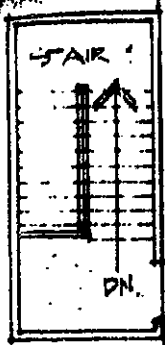
± 14' 10"

± 14' 10"

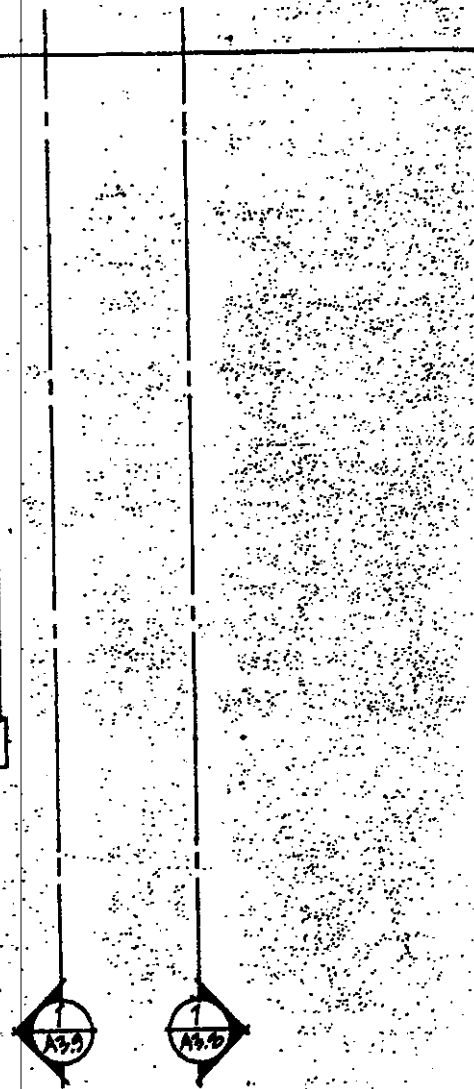
82 38856



1/601



2 38856



SIXTH FLOOR

SCALE: 1/8" = 1'

J

H

217.0'

1
A97

82 38856

82 38856

LOCKERBIE GLOVE CO. INC.

CROSS REFERENCE

82 46237

AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium (Declaration), which Declaration appears as Instrument No. 82-38856 in the Office of the Recorder of Marion County; and

WHEREAS, Grantor reserved therein the right to amend such Declaration in conformity with the terms thereof.

NOW THEREFORE, Grantor amends such Declaration as follows:

- 1. The following acknowledgment is inserted immediately following the signature of Grantor's officer:

Before me, a Notary Public in and for said County and State, personally appeared Eugene C. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 24th day of

August, 1982.

My Commission Expires:

September 19, 1985

Don K. Beards
Notary Public

Don K. Beards
(Printed)

A resident of Marion County.

- 2. The legal description appearing as Exhibit "A" is amended to read as follows:

--- SEE SPECIAL FILE ON PLATS FOR THIS FILM ---

82 46237

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
Aug 24 12 04 PM '82

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Out Lot number 52; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Out Lot number 52 a distance of 474.13 feet to the South line of Michigan Street as now established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet to the Beginning Point; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 120.30 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 196.30 feet; thence South 89 degrees 54 minutes 39 seconds West, parallel with the South line of Michigan Street, 120.18 feet; thence North 00 degrees 08 minutes 39 seconds West 196.30 feet to the Beginning Point, containing 0.542 acres, more or less (Block "E" in Lockerbie Glove Company Addition, an Addition in Marion County, Indiana, the plat of which is recorded as Instrument #82-41162 in the Office of the Recorder of Marion County, Indiana).

ALSO:

Part of Lot numbered 13 and 14 in T.R. Fletcher's Subdivision of Out Lot 51 and the North part of Out Lot 54, in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of said Lot #13 South 89 degrees 56 minutes 59 seconds East (Assumed Bearing) 50.19 feet from the Southwest corner of said Lot numbered 13; thence North 00 degrees 00 minutes 00 seconds East 21.41 feet; thence South 89 degrees 56 minutes 59 seconds East 10.00 feet; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet to the North line of the South Half of said Lot 14; thence South 89 degrees 56 minutes 54 seconds East along said North line 65.06 feet to the East line of said Lot numbered 14; thence South 00 degrees 01 minutes 58 seconds West along said East line of said Lot 14 and 13 a distance of 61.40 feet to the Southeast corner of said Lot #13; thence North 89 degrees 56 minutes 59 seconds West along the South line of said Lot numbered 13 a distance of 75.02 feet to the Beginning Point, containing 0.097 acres, more or less.

3. The attached Plans shall be substituted for those previously recorded as Exhibit "C".

4. Section One is amended to read as follows:

Creation. Grantor, in order to establish a plan of condominium ownership for the Property covenants and agrees that it divides the Property into the following separate freehold estates:

(a) Sixty (60) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the sixty (60) apartment units in the structure and including storage spaces assigned thereto. ("Apartment Spaces")

(b) Except as otherwise provided in Subsection (c), below, the remaining portion of the real property, including the multi-family structure and the property, the land, roof, main walls, slabs, elevator, elevator shafts, staircases, lobbies, halls, collection systems (including chutes and related refuse equipment), unassigned parking spaces, unassigned storage spaces, community and commercial facilities, water tanks, trees, pavement, decks, pipes, wires, conduits, air conditioners, ducts, public utility lines, and structural parts of the building including structural members located within the apartment spaces ("Common Area and Facilities").

(c) Common areas serving exclusively one or more, but less than all of the apartment spaces, including garage and assigned parking spaces, storage closets, balconies, exterior surfaces and associated fixtures of doors, windows, and entryways and any other areas so designated on the Plans filed herewith as Exhibit "C" ("Limited Common Areas and Facilities").

82 46237

5. Exhibit "B" is amended to read as follows:

101	-	1.26%	206	-	1.48%	309	-	1.45%	412	-	1.83%
102	-	1.39	207	-	1.77	310	-	1.56			
103	-	1.51	208	-	1.47	311	-	2.16	501	-	1.68
104	-	1.78	209	-	1.45	312	-	1.83	502	-	1.46
105	-	1.13	210	-	1.56				503	-	1.44
106	-	1.26	211	-	2.16	401	-	1.77	504	-	1.55
107	-	1.39	212	-	1.83	402	-	1.46	506	-	1.80
108	-	1.51				403	-	1.44	507	-	1.48
109	-	2.10	301	-	1.77	404	-	1.55	508	-	1.68
110	-	1.73	302	-	1.46	405	-	1.80	509	-	1.43
			303	-	1.44	406	-	1.48	510	-	1.40
201	-	1.77	304	-	1.55	407	-	1.77	511	-	1.51
202	-	1.46	305	-	1.80	408	-	1.47	512	-	2.16
203	-	1.44	306	-	1.48	409	-	1.45	513	-	1.83
204	-	1.55	307	-	1.77	410	-	1.56	500	-	3.29
205	-	1.80	308	-	1.47	411	-	2.16	505	-	3.01

WHEREFORE, Grantor has executed the foregoing Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums this 24th day of August, 1982.

LOCKERBIE GLOVE COMPANY
By Urban Spaces, Inc., General Partner

By: Eugene C. Brown
Eugene C. Brown,
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Eugene C. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 24th day of August, 1982.

My Commission Expires:

January 19, 1985

Lois K. Gearlds
Notary Public

LOIS K. GEARLDS
(Printed)

A resident of Marion County.

82 46237

This instrument was prepared by Sheila Suess Kennedy, Attorney at Law, Suite 1135 Market Square Center, Indianapolis, Indiana 46204 (632-4665)

8246237

check plates under
This number for
rest of instrument

7820488

CONF. REFERRING

CROSS REFERENCE

82 46237

AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium (Declaration), which Declaration appears as Instrument No. 82-38876 in the Office of the Recorder of Mazon County; and WHEREAS, Grantor reserved therein the right to amend such Declaration in conformity with the terms thereof.

NOW THEREFORE, Grantor amends such Declaration as follows:

1. The following acknowledgment is inserted immediately following the signature of Grantor's officer:

Before me, a Notary Public in and for said County and State, personally appeared Eugene C. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 24th day of

August, 1982.

My Commission Expires:

January 19, 1985

Lori K. Beardas
Notary Public

LORI K. BEARDAS
(Printed)

A resident of Mazon County.

2. The legal description appearing as Exhibit "A" is amended to read as follows:

--- SEE SPECIAL FILE ON PLATS FOR THIS FILE ---

82 46237

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
AUG 24 12 04 PM '82

COPY BEARING

CROSS REFERENCE

82 46237

AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium (Declaration), which Declaration appears as Instrument No. 82-38856 in the Office of the Recorder of Marion County; and

WHEREAS, Grantor reserved therein the right to amend such Declaration in conformity with the terms thereof.

NOW THEREFORE, Grantor amends such Declaration as follows:

1. The following acknowledgment is inserted immediately following the signature of Grantor's officer:

Before me, a Notary Public in and for said County and State, personally appeared Eugene G. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 24th day of

August, 1982.

My Commission Expires:

January 19, 1985

Lois K. Seards
Notary Public

LOIS K. SEARDS
(Printed)

A resident of Marion County.

2. The legal description appearing as Exhibit "A" is amended to read as follows:

--- SEE SPECIAL FILE ON PLATS FOR THIS FILM ---

82 46237

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
Aug 24 12 04 PM '82

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Out Lot number 52; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Out Lot number 52 a distance of 474.13 feet to the South line of Michigan Street as now established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet to the Beginning Point; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 120.30 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 196.30 feet; thence South 89 degrees 54 minutes 39 seconds West, parallel with the South line of Michigan Street, 120.18 feet; thence North 00 degrees 08 minutes 39 seconds West 196.30 feet to the Beginning Point, containing 0.542 acres, more or less (Block "E" in Lockerbie Glove Company Addition, an Addition in Marion County, Indiana, the plat of which is recorded as Instrument #82-41162 in the Office of the Recorder of Marion County, Indiana).

ALSO:

Part of Lot numbered 13 and 14 in T.R. Fletcher's Subdivision of Out Lot 51 and the North part of Out Lot 54, in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of said Lot #13 South 89 degrees 56 minutes 59 seconds East (Assumed Bearing) 50.19 feet from the Southwest corner of said Lot numbered 13; thence North 00 degrees 00 minutes 00 seconds East 21.41 feet; thence South 89 degrees 56 minutes 59 seconds East 10.00 feet; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet to the North line of the South Half of said Lot 14; thence South 89 degrees 56 minutes 54 seconds East along said North line 65.06 feet to the East line of said Lot numbered 14; thence South 00 degrees 01 minutes 58 seconds West along said East line of said Lot 14 and 13 a distance of 61.40 feet to the Southeast corner of said Lot #13; thence North 89 degrees 56 minutes 59 seconds West along the South line of said Lot numbered 13 a distance of 75.02 feet to the Beginning Point, containing 0.097 acres, more or less.

3. The attached Plans shall be substituted for those previously recorded as Exhibit "C".

4. Section One is amended to read as follows:

Creation. Grantor, in order to establish a plan of condominium ownership for the Property covenants and agrees that it divides the Property into the following separate freehold estates:

(a) Sixty (60) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the sixty (60) apartment units in the structure and including storage spaces assigned thereto. ("Apartment Spaces")

(b) Except as otherwise provided in Subsection (c), below, the remaining portion of the real property, including the multi-family structure and the property, the land, roof, main walls, slabs, elevator, elevator shafts, staircases, lobbies, halls, collection systems (including chutes and related refuse equipment), unassigned parking spaces, unassigned storage spaces, community and commercial facilities, water tanks, trees, pavement, decks, pipes, wires, conduits, air conditioners, ducts, public utility lines, and structural parts of the building including structural members located within the apartment spaces ("Common Area and Facilities").

(c) Common areas serving exclusively one or more, but less than all of the apartment spaces, including garage and assigned parking spaces, storage closets, balconies, exterior surfaces and associated fixtures of doors, windows, and entryways and any other areas so designated on the Plans filed herewith as Exhibit "C" ("Limited Common Areas and Facilities").

82 46237

5. Exhibit "B" is amended to read as follows:

101	-	1.26%	206	-	1.48%	309	-	1.45%	412	-	1.83%
102	-	1.39	207	-	1.77	310	-	1.56			
103	-	1.51	208	-	1.47	311	-	2.16	501	-	1.68
104	-	1.78	209	-	1.45	312	-	1.83	502	-	1.46
105	-	1.13	210	-	1.56				503	-	1.44
106	-	1.26	211	-	2.16	401	-	1.77	504	-	1.55
107	-	1.39	212	-	1.83	402	-	1.46	506	-	1.80
108	-	1.51				403	-	1.44	507	-	1.48
109	-	2.10	301	-	1.77	404	-	1.55	508	-	1.68
110	-	1.73	302	-	1.46	405	-	1.80	509	-	1.43
			303	-	1.44	406	-	1.48	510	-	1.40
201	-	1.77	304	-	1.55	407	-	1.77	511	-	1.51
202	-	1.46	305	-	1.80	408	-	1.47	512	-	2.16
203	-	1.44	306	-	1.48	409	-	1.45	513	-	1.83
204	-	1.55	307	-	1.77	410	-	1.56	500	-	3.29
205	-	1.80	308	-	1.47	411	-	2.16	505	-	3.01

WHEREFORE, Grantor has executed the foregoing Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums this 24th day of August, 1982.

LOCKERBIE GLOVE COMPANY
By Urban Spaces, Inc., General Partner

By: Eugene C. Brown
Eugene C. Brown,
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Eugene C. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 24th day of August, 1982.

My Commission Expires:

January 19, 1985

Lori K. Gearlds
Notary Public

LORI K. GEARLDS
(Printed)

A resident of Marion County.

82 46237

This instrument was prepared by Sheila Suess Kennedy, Attorney at Law, Suite 1135 Market Square Center, Indianapolis, Indiana 46204 (632-4665)

8246237

check plates under
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rest of instrument

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CROSS REFERENCE

CROSS REFERENCE

82 46237

AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium (Declaration), which Declaration appears as Instrument No. 82-38816 in the Office of the Recorder of Madison County; and

WHEREAS, Grantor reserved therein the right to amend such Declaration in conformity with the terms thereof.

NOW THEREFORE, Grantor amends such Declaration as follows:

1. The following acknowledgment is inserted immediately following the signature of Grantor's officer:

Before me, a Notary Public in and for said County and State, personally appeared Eugene C. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 24th day of

August, 1982.

My Commission Expires:

January 14, 1985

Bob K. Beards
Notary Public

BOB K. BEARDS
(Printed)

A resident of Madison County.

2. The legal description appearing as Exhibit "A" is amended to read as follows:

--- SEE SPECIAL FILE ON PLATS FOR THIS FILM ---

82 46237

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REORDER-MADISON CO.
AUG 24 12 04 PM '82

CROSS REFERENCE

CROSS REFERENCE

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AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

3183010714

COUNTY AUDITOR

Henry E. Gorman

83 36453

WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium (Declaration), which Declaration appears as Instrument No. 82-38856 in the Office of the Recorder of Marion County; and

WHEREAS, Grantor has previously caused to be recorded certain amendments to Declaration establishing a plan of ownership for the Lockerbie Glove Company Condominiums, which Amendments appear as Instrument No. 82-46237 in the office of the Marion County Recorder; and

WHEREAS, Grantor reserved therein the right to amend such Declaration in conformity with the terms thereof.

NOW THEREFORE, Grantor amends such Declaration and Amendment as follows:

1. The legal description appearing as Exhibit "A" is amended to read as follows:

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Out Lot number 52; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Out Lot number 52 a distance of 474.13 feet to the South line of Michigan Street as now established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet to the Beginning Point; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 120.30 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 196.30 feet; thence South 89 degrees 54 minutes 39 seconds West, parallel with the South line of Michigan

83 36453

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BETTY C. LAUGHLIN
RECORDER - MARION CO.

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Street, 120.18 feet; thence North 00 degrees 08 minutes 39 seconds West 196.30 feet to the Beginning Point, containing 0.542 acres, more or less (Block "E" in Lockerbie Glove Company Addition, an Addition in Marion County, Indiana, the plat of which is recorded as Instrument #82-41162 in the Office of the Recorder of Marion County, Indiana).

ALSO:

Part of Lot numberd 13 and 14 in T.R. Fletcher's Subdivision of Out Lot 51 and the North part of Out Lot 54, in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of said Lot #13 South 89 degrees 56 minutes 59 seconds East (Assumed Bearing) 50.19 feet from the Southwest corner of said Lot numbered 13; thence North 00 degrees 00 minutes 00 seconds East 21.41 feet; thence South 89 degrees 56 minutes 59 seconds East 10.00 feet; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet to the North line of the South Half of said Lot 14; thence South 89 degrees 56 minutes 44 seconds East along said North line 65.06 feet to the East line of said Lot numbered 14; thence South 00 degrees 01 minutes 58 seconds West along said East line of said Lot 14 and 13 a distance of 61.40 feet to the Southeast corner of said Lot #13; thence North 89 degrees 56 minutes 59 seconds West along the South line of said Lot numbered 13 a distance of 75.02 feet to the Beginning Point, containing 0.097 acres, more or less.

ALSO:

Lot numbered 12 in T.R. Fletcher's Subdivision, an Addition to the City of Indianapolis, as per the plat thereof, recorded in Plat Book 2, Page 38, in the Office of the Recorder of Marion County, Indiana.

2. Section One is amended to read as follows:

Creation. Grantor, in order to establish a plan of condominium ownership for the Property covenants and agrees that it divides the Property into the following separate freehold estates:

83 36153

(a) Sixty-two (62) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the sixty-two (62) apartment units in the structure and including storage spaces assigned thereto. ("Apartment Spaces")

(b) Except as otherwise provided in Subsection (c), below, the remaining portion of the real property, including the multi-family structure and the property, the land, roof, main walls,

slabs, elevator, elevator shafts, staircases, lobbies, halls, collection systems (including chutes and related refuse equipment), unassigned parking spaces, unassigned storage spaces, community and commercial facilities, water tanks, trees, pavement, decks, pipes, wires, conduits, air conditioners, ducts, public utility lines, and structural parts of the building including structural members located within the apartment spaces ("Common Area and Facilities").

(c) Common areas serving exclusively one or more, but less than all of the apartment spaces, including garage and assigned parking spaces, storage closets, balconies, exterior surfaces and associated fixtures of doors, windows, and entryways and any other areas so designated on the Plans filed herewith as Exhibit "C" ("Limited Common Areas and Facilities").

3. Description of Each Unit. The sixty-two (62) individual Apartment Spaces hereby established and to be individually conveyed are described as follows:

First Floor

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
101	1	1	1037.2
102	1	1 1/2	1145.5
103	2	1	1240.5
104	2	2	1462
105	1	1	927
106	1	1	1037.2
107	1	1 1/2	1145.5
108	2	1	1240.5
109	3	2	1729.5
110	2	2	1418

Second Floor

201	2	2	1453.5
202	1	1	1177.4
203	2	2	1151
204	2	1	1240.5
205	2	2	1462
206	2	1	1183.5
207	2	2	1453.5
208	1	1	1177.4
209	2	2	1151
210	2	1	1240.5
211	3	2	1729.5
212	2	2	1458

83 36453

Third Floor

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
301	2	2	1453.5
302	1	1	1177.4
303	2	2	1151
304	2	1	1240.5
305	2	2	1462
306	2	1	1183.5
307	2	2	1453.5
308	1	1	1177.4
309	2	2	1151
310	2	1	1240.5
311	3	2	1729.5
312	2	2	1458

Fourth Floor

401	2	2	1453.5
402	1	1	1177.4
403	2	2	1151
404	2	1	1240.5
405	2	2	1462
406	2	1	1183.5
407	2	2	1453.5
408	1	1	1177.4
409	2	2	1151
410	2	1	1240.5
411	3	2	1729.5
412	2	2	1458

Fifth Floor

501	2	2	1453.5
502	1	1	1177.4
503	2	2	1151
504	2	1	1240.5
506	2	2	1462
507	2	1	1183.5
508	2	2	1453.5
509	1	1	1177.4
510	2	2	1151
511	2	1	1240.5
512	3	2	1729.5
513	2	2	1458

S3 38453

Sixth Floor Penthouse
Units

601	2	2	1580
602	1	1 1/2	1075
603	2	2	1140
604	3	2 1/2	1675

4. Exhibit "B" is amended to read as follows:

101	-	1.26%	301	-	1.77%	411	-	2.16%
102	-	1.39	302	-	1.46	412	-	1.83
103	-	1.51	303	-	1.44			
104	-	1.78	304	-	1.55	501	-	1.76
105	-	1.13	305	-	1.80	502	-	1.46
106	-	1.26	306	-	1.48	503	-	1.44
107	-	1.39	307	-	1.77	504	-	1.55
108	-	1.51	308	-	1.47	506	-	1.80
109	-	2.10	309	-	1.45	507	-	1.48
110	-	1.73	310	-	1.56	508	-	1.76
			311	-	2.16	509	-	1.43
201	-	1.77	312	-	1.83	510	-	1.40
202	-	1.46				511	-	1.51
203	-	1.44	401	-	1.77	512	-	2.16
204	-	1.55	402	-	1.46	513	-	1.83
205	-	1.80	403	-	1.44			
206	-	1.48	404	-	1.55	601	-	1.91
207	-	1.77	405	-	1.80	602	-	1.30
208	-	1.47	406	-	1.48	603	-	1.38
209	-	1.45	407	-	1.77	604	-	2.02
210	-	1.56	408	-	1.47			
211	-	2.16	409	-	1.45			
212	-	1.83	410	-	1.56			


5. Section Fifteen is amended to read as follows:

15. Reservation of Rights by Grantor. Grantor reserves the right to change the interior design and arrangement of all Apartment spaces and to alter the boundaries between Apartment Spaces so long as Grantor owns the Apartment Spaces so altered. If Grantor shall make any such changes, they shall be reflected by a supplement to the plans and such supplement to the plans need not be approved by the Association or by other Owners

83 36453

WHEREFORE, Grantor has executed the foregoing Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums this 30th day of April, 1983.

LOCKERBIE GLOVE COMPANY
By Urban Spaces, Inc., General Partner


Eugene C. Brown, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Eugene C. Brown, known to me to be the Secretary
of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company,
and acknowledged the execution of the foregoing Declaration Establishing
a Plan of Ownership For The Lockerbie Glove Company Condominiums.

WITNESS my hand and Notarial Seal this 30th day of April, 1983.

My Commission Expires:

Dec. 15, 1985

A resident of Marion County.

Judith A. McGonigal

Notary Public

JUDITH A. MCGONIGAL
(Printed)

This instrument was prepared by Sheila Sues Kennedy, Attorney at Law,
120 Monument Circle, Suite 301, Indianapolis, Indiana 46204.

SS 36153

CROSS REFERENCE

83 67644

AMENDED AND RESTATED
AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

(75)

FILED

SEP 15 1983

MARION COUNTY, ILLINOIS

140

CROSS REFERENCE

WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium (Declaration), subjecting certain real estate to the Provisions of Indiana Horizontal Property Law, which Declaration appears as Instrument No. 82-38856 in the Office of the Recorder of Marion County; and

WHEREAS, Grantor reserved therein the right to amend such Declaration in conformity with the terms thereof; and

WHEREAS, on May 31, 1983, Grantor caused to be recorded a certain Amendment to such Declaration, which Amendment appears as Instrument No. 83-36453 in the Office of the Marion County Recorder; and

WHEREAS, certain clerical and mathematical errors appeared in such Amendment as recorded;

NOW THEREFORE, Grantor hereby amends and restates such Amendment, and declares that this Amended and Restated Amendment shall supercede and replace such prior Amendment in its entirety.

1. The legal description appearing as Exhibit "A" to the Declaration is amended to read as follows:

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

83 67644

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RECORDER-CLERK CO.
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Commencing at the Southwest corner of said Out Lot number 52; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Out Lot number 52 a distance of 474.13 feet to the South line of Michigan Street as now established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet to the Beginning Point; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 120.30 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 196.30 feet; thence South 89 degrees 54 minutes 39 seconds West, parallel with the South line of Michigan Street, 120.18 feet; thence North 00 degrees 08 minutes 39 seconds West 196.30 feet to the Beginning Point, containing 0.542 acres, more or less (Block "E" in Lockerbie Glove Company Addition, an Addition in Marion County, Indiana, the plat of which is recorded as Instrument #82-41162 in the Office of the Recorder of Marion County, Indiana).

ALSO:

Part of Lot numbered 13 and 14 in T. R. Fletcher's Subdivision of Out Lot 51 and the North part of Out Lot 54, in the City of Indianapolis, the plat of which is recorded in Plat Book 2, page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at a point on the South line of said Lot #13 South 89 degrees 56 minutes 59 seconds East (Assumed Bearing) 50.19 feet from the Southwest corner of said Lot numbered 13; thence North 00 degrees 00 minutes 00 seconds East 21.41 feet; thence South 89 degrees 56 minutes 59 seconds East 10.00 feet; thence North 00 degrees 00 minutes 00 seconds East 40.00 feet to the North line of the South Half of said Lot 14; thence South 89 degrees 56 minutes 44 seconds East along said North line 65.06 feet to the East line of said Lot numbered 14; thence South 00 degrees 01 minutes 58 seconds West along said East line of said Lot 14 and 13 a distance of 61.40 feet to the Southeast corner of said Lot #13; thence North 89 degrees 56 minutes 59 seconds West along the South line of said Lot numbered 13 a distance of 75.02 feet to the Beginning Point, containing 0.097 acres, more or less.

ALSO:

Lot numbered 12 in T.R. Fletcher's Subdivision, an Addition to the City of Indianapolis, as per the plat thereof, recorded in Plat Book 2, Page 38, in the Office of the Recorder of Marion County, Indiana.

83 67644

2. Section One is amended to read as follows:

Creation. Grantor, in order to establish a plan of condominium ownership for the Property, covenants and agrees that it divides the Property into the following separate freehold estates:

(a) Sixty-two (62) separately designated and legally described freehold estates consisting of the spaces or areas contained in the perimeter walls of each of the sixty-two (62) apartment units in the structure and including storage spaces assigned thereto. ("Apartment Spaces")

(b) Except as otherwise provided in Subsection (c), below, the remaining portion of the real property, including the multi-family structure and the property, the land, roof, main walls, slabs, elevator, elevator shafts, staircases, lobbies, halls, collection systems (including chutes and related refuse equipment), unassigned parking spaces, unassigned storage spaces, community and commercial facilities, water tanks, trees, pavement, decks, pipes, wires, conduits, air conditioners, ducts, public utility lines, and structural parts of the building including structural members located within the apartment spaces ("Common Area and Facilities").

(c) Common areas serving exclusively one or more, but less than all of the apartment spaces, including garage and assigned parking spaces, storage closets, balconies, exterior surfaces and associated fixtures of doors, windows, and entryways and any other areas so designated on the Plans filed herewith as Exhibit "c" ("~~Limited Common Areas and Facilities~~"). *DA*

3. Description of Each Unit. The sixty-two (62) individual Apartment Spaces hereby established and to be individually conveyed are described as follows:

First Floor

<u>Unit Number</u>	<u>Bedrooms/Baths</u>	<u>Square Footage</u>
101	1 1/2	1037.2
102	1 1/2	1145.5
103	1	1240.5

83 67644

First Floor (Cont.)

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
104	2	2	1462.0
105	1	1	927.0
106	1	1	1037.2
107	1	1 1/2	1145.5
108	2	1	1240.5
109	3	2	1729.5
110	2	2	1418.0

Second Floor

201	2	2	1453.5
202	1	1	1177.4
203	2	2	1151.0
204	2	1	1240.5
205	2	2	1462.0
206	2	1	1183.5
207	2	2	1453.5
208	1	1	1177.4
209	2	2	1151.0
210	2	1	1240.5
211	3	2	1729.5
212	2	2	1458.0

Third Floor

301	2	2	1453.5
302	1	1	1177.4
303	2	2	1151.0
304	2	1	1240.5
305	2	2	1462.0
306	2	1	1183.5
307	2	2	1453.5
308	1	1	1177.4
309	2	2	1151.0
310	2	1	1240.5
311	3	2	1729.5
312	2	2	1458.0

Fourth Floor

401	2	2	1453.5
402	1	1	1177.4
403	2	2	1151.0
404	2	1	1240.5
405	2	2	1462.0
406	2	1	1183.5
407	2	2	1453.5
408	1	1	1177.4

Fourth Floor (Cont.)

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
409	2	2	1151.0
410	2	1	1240.5
411	3	2	1729.5
412	2	2	1458.0

Fifth Floor

501	2	2	1453.5
502	1	1	1177.4
503	2	2	1151.0
504	2	1	1240.5
506	2	2	1462.0
507	2	1	1183.5
508	2	2	1453.5
509	1	1	1177.4
510	2	2	1151.0
511	2	1	1240.5
512	3	2	1729.5
513	2	2	1458.0

Sixth Floor Penthouse
Units

601	2	2	1425.5
602	1	1 1/2	984.5
603	2	2	1068.0
604	3	2 1/2	1553.0

4. Exhibit "B" is amended to read as follows:

101 - 1.26%	301 - 1.77%	411 - 2.16%
102 - 1.39	302 - 1.46	412 - 1.83
103 - 1.51	303 - 1.44	
104 - 1.78	304 - 1.55	501 - 1.77
105 - 1.13	305 - 1.80	502 - 1.46
106 - 1.26	306 - 1.48	503 - 1.44
107 - 1.39	307 - 1.77	504 - 1.55
108 - 1.51	308 - 1.47	506 - 1.80
109 - 2.10	309 - 1.45	507 - 1.48
110 - 1.73	310 - 1.56	508 - 1.77
	311 - 2.16	509 - 1.43
201 - 1.77	312 - 1.83	510 - 1.40
202 - 1.46		511 - 1.51
203 - 1.44	401 - 1.77	512 - 2.16
204 - 1.55	402 - 1.46	513 - 1.83
205 - 1.80	403 - 1.44	
206 - 1.48	404 - 1.55	601 - 1.72
207 - 1.77	405 - 1.80	602 - 1.26
208 - 1.47	406 - 1.48	603 - 1.32
209 - 1.45	407 - 1.77	604 - 1.82
210 - 1.56	408 - 1.47	
211 - 2.16	409 - 1.45	
212 - 1.83	410 - 1.56	

83 67644

5. Section Nine is amended to read as follows:

9. Past Due Assessments Where Title Acquired by Foreclosure. Where the mortgagee under a first mortgage of record or other purchaser obtains title to an Apartment Space as a result of foreclosure of the first mortgage or by receipt of a deed in lieu of foreclosure, such purchaser, his successors and assigns, shall not be liable for common expenses or assessments by the Association chargeable to such Apartment Space which became due prior to the acquisition of title. Such unpaid expenses or assessments shall be deemed to be common expenses collectible from all of the owners of Apartment Spaces including such new owner.

6. Section Fifteen is amended to read as follows:

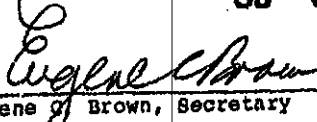
15. Reservation of Rights by Grantor. Grantor reserves the right to change the interior design and arrangement of all Apartment spaces and to alter the boundaries between Apartment Spaces so long as Grantor owns the Apartment Spaces so altered. If Grantor shall make any such changes, they shall be reflected by a supplement to the plans and such supplement to the plans need not be approved by the Association or by other Owners.

WHEREFORE, Grantor has executed the foregoing Amended and Restated Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums this

14th day of ~~August~~ ^{SEPTEMBER}, 1983. EEB

LOCKERBIE GLOVE COMPANY
By Urban Spaces, Inc., General Partner

83 67644


Eugene G. Brown, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Eugene G. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company and acknowledged the execution of the foregoing Amended and Restated Amendment to Declaration Establishing A Plan of Ownership For The Lockerbie Glove Company Condominiums.

Witness my hand and Notarial Seal this 14th day of September, 1983.

My Commission Expires:

10-4-86

Wanda M. Walker
Written Signature

WANDA M. WALKER
Printed Signature

NOTARY PUBLIC

A resident of Marion County.



This instrument was prepared by Sheila Suss Kennedy, Attorney at Law, 120 Monument Circle, Suite 301, Indianapolis, Indiana 46204 (634-0992)

83 67644

CROSS REFERENCE

83 83230

AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

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WHEREAS, Grantor has previously caused to be recorded a certain Declaration Establishing a Plan of Ownership of the Lockerbie Glove Company Condominium Declaration, which Declaration appears as Instrument No. 82-38856 in the Office of the Recorder of Marion County, Indiana, as amended in Instrument No. 83-67644;

CROSS REFERENCE

WHEREAS, the Grantor has previously filed Preliminary Floor Plans for the Lockerbie Glove Company Condominiums, as Instrument No. 82-38856, in the Office of the Recorder of Marion County, Indiana;

WHEREAS, Grantor is required by statute to file Floor Plans fully and accurately depicting the layout, location, unit number and dimensions of the condominium units as built;

NOW THEREFORE, Grantor amends such Declaration as follows:

1. Floor Plans. The plans setting forth the layout, location, identification numbers and dimensions of the condominium units, and the property "as built," are incorporated into this Declaration by reference and have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File _____ as of November 11, 1983, as Instrument No. 83-88231. Attached to this Amendment is a statement of Schneider Engineering Corporation that the plans being filed simultaneously with this Amendment, fully and accurately depict the layout, location, unit numbers and dimensions of the condominium units as built.

2. Section One of the Declaration is amended to conform the description of each unit, and the undivided interest in common areas to the floor plans being filed simultaneously with this

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BETH PLAMERLIN
RECORDER OF MARION CO.
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Amendment, as follows:

3. Description of Each Unit. The sixty-two (62) individual Apartment Spaces hereby established and to be individually conveyed are described as follows:

First Floor

<u>Unit Number</u>	<u>Bedrooms/Baths</u>		<u>Square Footage</u>
101	1	1	1037.2
102	1	1 1/2	1145.5
103	2	1	1240.5
104	2	2	1462.0
105	1	1	927.0
106	1	1	1037.2
107	1	1 1/2	1145.5
108	2	1	1240.5
109	3	2	1729.5
110	2	2	1418.0

Second Floor

201	2	2	1453.5
202	1	1	1197.4
203	2	2	1183.0
204	2	1	1272.5
205	2	2	1482.0
206	2	1	1215.5
207	2	2	1453.5
208	1	1	1210.0
209	2	2	1196.0
210	2	2	1285.5
211	3	2	1774.5
212	2	2	1503.0

Third Floor

301	2	2	1453.5
302	1	1	1197.4
303	2	2	1183.0
304	2	1	1272.5
305	2	2	1482.0
306	2	1	1215.5
307	2	2	1453.5
308	1	1	1210.0

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Third Floor (Cont.)

309	2	2	1196.0
310	2	2	1285.5
311	3	2	1774.5
312	2	2	1503.0

Fourth Floor

401	2	2	1453.5
402	1	1	1197.4
403	2	2	1183.0
404	2	1	1272.5
405	2	2	1482.0
406	2	1	1215.5
407	2	2	1453.5
408	1	1	1210.0
409	2	2	1196.0
410	2	2	1285.5
411	3	2	1774.5
412	2	2	1503.0

Fifth Floor

501	2	2	1453.5
502	1	1	1197.4
503	2	2	1183.0
504	2	1	1272.5
506	2	2	1482.0
507	2	1	1215.5
508	2	2	1453.5
509	1	1	1177.4
510	2	2	1151.0
511	2	1	1240.5
512	3	2	1774.5
513	2	2	1503.0

Sixth Floor Penthouse
Units

601	2	2	1425.5
602	1	1 1/2	984.5
603	2	2	1068.0
604	3	2 1/2	1553.0

4. Exhibit "B" is amended to read as follows:

101 - 1.26%	301 - 1.77%	411 - 2.16%
102 - 1.39	302 - 1.46	412 - 1.83

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Exhibit B (Continued)

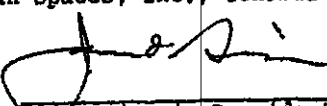
103 - 1.51	303 - 1.44	501 - 1.77
104 - 1.78	304 - 1.55	502 - 1.46
105 - 1.13	305 - 1.80	503 - 1.44
106 - 1.26	306 - 1.48	504 - 1.55
107 - 1.39	307 - 1.77	506 - 1.80
108 - 1.51	308 - 1.47	507 - 1.48
109 - 2.10	309 - 1.45	508 - 1.77
110 - 1.73	310 - 1.56	509 - 1.43
	311 - 2.16	510 - 1.40
201 - 1.77	312 - 1.83	511 - 1.51
202 - 1.46		512 - 2.16
203 - 1.44	401 - 1.77	513 - 1.83
204 - 1.55	402 - 1.46	
205 - 1.80	403 - 1.44	601 - 1.73
206 - 1.48	404 - 1.55	602 - 1.20
207 - 1.77	405 - 1.80	603 - 1.30
208 - 1.47	406 - 1.48	604 - 1.89
209 - 1.45	407 - 1.77	
210 - 1.56	408 - 1.47	
211 - 2.16	409 - 1.45	
212 - 1.83	410 - 1.56	

WHEREFORE, Grantor has executed the foregoing Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums this 10th day of November, 1983.

LOCKERBIE GLOVE COMPANY,
By Urban Spaces, Inc., General Partner

ATTEST:


Eugene C. Brown, Secretary


James Bisesi, President

83 83230

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James Bisesi, known to me to be the President of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and Eugene C. Brown, known to me to be the Secretary of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company, and acknowledged the execution of the foregoing Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums.

Witness my hand and Notarial Seal this 10th day of November, 1983.

My Commission Expires:

10-4-86

County of Residence:

Marion

Wanda M. Walker
Signature

WANDA M. WALKER
Printed

NOTARY PUBLIC



This instrument was prepared by Steven R. Eichholtz, Attorney at Law, 120 Monument Circle, Suite 301, Indianapolis, In 46204.

3675 North Post Road
Indianapolis, Indiana 46226
(317) 898-8282
Mailing Address
P. O. Box 26068

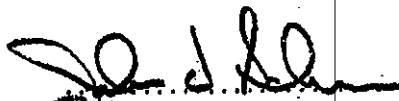


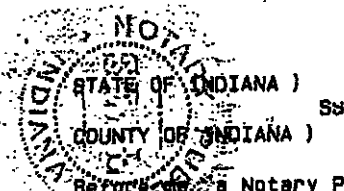
Vincent J. Schneider, PE LS, President
John V. Schneider PE LS, V.P.

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers - Land Surveyors

83 83230

The undersigned, a Registered Professional Engineer, in the State of Indiana, hereby certifies that the plans of LOCKERBIE GLOVE COMPANY CONDOMINIUM, hereon indicated as EXHIBIT "A" AMENDED, sheet 2, EXHIBIT "C", sheet 3A, and EXHIBIT "C" AMENDED, sheet 3 through 8, inclusive, accurately depict the layout, location, unit designation, and dimensions of the condominium units as built.


JOHN V. SCHNEIDER
REG. PROFESSIONAL ENGINEER
INDIANA - #14653



Before me, a Notary Public in and for said County and State, personally appeared John V. Schneider and acknowledged the execution of the above foregoing instrument as its voluntary act and deed.

Witness my signature and notarial seal this 2nd day of November 1983.

Notary Public Theresa A. Sahm
THERESA A. SAHM

My commission expires - May 24, 1984.
Marion County Resident

CROSS REFERENCE

890018814

CROSS REFERENCE

16-50
oversize

AMENDMENT TO DECLARATION ESTABLISHING
A PLAN OF OWNERSHIP FOR THE
LOCKERBIE GLOVE COMPANY CONDOMINIUMS

WHEREAS, Grantor has previously caused to be recorded a certain Declaration establishing a Plan of ownership of the Lockerbie Glove Company Condominium (Declaration), which Declaration appears as Instrument Number 82-38956 in the office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant reserved therein the right to amend such Declaration in conformity with the terms thereof;

NOW THEREFORE, Declarant amends such Declaration by amending the legal description appearing as Exhibit "A", sheet 2 of 9, so that such description shall read as follows:

Part of Out Lot number 52 of the Donation Lands of the City of Indianapolis, Indiana, being more particularly described as follows:

Commencing at the Southwest corner of said Out Lot number 52; thence North 00 degrees 00 minutes 00 seconds East (Assumed Bearing) along the West line of said Out Lot number 52 a distance of 474.13 feet to the South line of Michigan Street as now established; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 289.83 feet to the BEGINNING POINT; thence North 89 degrees 54 minutes 39 seconds East along the South line of Michigan Street 120.30 feet to the West line of Park Avenue; thence South 00 degrees 06 minutes 38 seconds East along the West line of Park Avenue 196.30 feet; thence South 89 degrees 54 minutes 39 seconds West, parallel with the South line of Michigan Street, 120.18 feet; thence North 00 degrees 08 minutes 39 seconds West 196.30 feet to the BEGINNING POINT, containing 0.542 acres, more or less. (Block "E" in Lockerbie Glove Company Addition, an Addition in Marion County, Indiana, the plat of which is recorded as Instrument #82-41162 in the Office of the Recorder of Marion County, Indiana).

PLUS:

Part of lots numbered 12, 13, and 14 in T.R. Fletcher's Subdivision of out lot 51 and the north part of out lot 54 in the City of Indianapolis, Indiana, the plat of which is recorded in Plat Book 2, Page 38 in the Office of the Recorder of Marion County, Indiana, being more particularly described as follows:

Beginning at the Southeast corner of said Lot 12; thence North 29 degrees 57 minutes 07 seconds West along the south line of said Lot 12 a distance of 65.00 feet to the Southeast Corner of Lot 38 in Lockerbie Glove Company Addition Section One, a subdivision in Marion County, Indiana, the plat of which is recorded as Instrument No. 86-23575 in the Office of the Recorder of Marion County, Indiana; thence North 00 degrees 00 minutes 00 seconds East along the east line of lots 38 and 37 in said Lockerbie Glove Company Addition a distance of 40.93 feet to the Northeast Corner of said Lot 37; thence North 29 degrees 56 minutes 59 seconds West along the north line of said Lot 37 a distance of 60.19 feet to the Southwest Corner of said Lot 13; thence North 00 degrees 00 minutes 00 seconds East along the west line of said Lot 13 a distance of 22.06 feet to the Southwest Corner of Lot 56 in said Lockerbie Glove Company Addition (the next four (4) described courses being along the south and east lines of said lot 56 and lot 55 in said Lockerbie Glove Company Addition); thence South 89 degrees 56 minutes 44 seconds East a distance of 35.19 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 4.33 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 3.00 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 35.02 feet to the north line of the south half of said lot 14; thence South 89 degrees 56 minutes 44 seconds East along said north line 65.06 feet to the east line of said lot 14; thence South, 00 degrees 01 minutes 58 seconds West along the east line of said lot 14, 13 and 12 a distance of 102.34 feet to the Beginning Point, containing 0.183 acres, more or less.

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99 FEB 28 PM 3:31
RE: 11-07-ABD/MLM
MARION COUNTY RECORDER



ACCEPTANCE FOR
SUBJECT TO
TAXES
DULY ENTERED FOR
FEB 28 00 09 89
COURTIS L. CONNOR
MARION COUNTY CLERK

890018814

WHEREFORE, Declarant has executed the foregoing Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominium this 28th Day of February, 1989.

LOCKERBIE GLOVE COMPANY

By Urban Spaces, Inc., General Partner

By: *Robert N. Kennedy*
Robert N. Kennedy

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a notary public in and for the County of Marion, State of Indiana, appeared Robert N. Kennedy, an officer of Urban Spaces, Inc., the General Partner of Lockerbie Glove Company and acknowledged the execution of this Amendment to Declaration Establishing a Plan of Ownership for the Lockerbie Glove Company Condominiums.

WITNESS my hand and notarial seal this 28th day of February, 1989.

My Commission Expires:

10-6-96

Wanda M. Walker
Notary Public

A resident of Marion County

WANDA M. WALKER
Printed

THIS INSTRUMENT PREPARED BY

WARD HOWE

89-18814