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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
NORTHLANE CONDOMINIUMS

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 24th day of September, 1991, by Northlane Partnership.

RECITALS

- (A) Declarant is the sole owner of the fee simple title to the Real Estate; and
- (B) Declarant intends to improve the Real Estate by constructing six (6) Buildings upon the Real Estate in accordance with the Floor Plans prepared by Bynum-Fanyo; and
- (C) Declarant has completed Phase I consisting of two (2) Buildings as of the date of this Declaration; and
- (D) Declarant intends to sell the individual Living Areas together with a portion of the Common Areas to be governed by the provisions of the Act.

NOW, THEREFORE, Declarant declares that Northlane Condominiums shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Real Estate and of each and every person or entity who now or in the future owns any Dwelling Unit within the Project.

Section 1. Definitions. The following terms used in this Declaration shall have the following meanings:

1.1 Act

"Act" means the "Indiana Horizontal Property Law" as amended.

1.2 Association.

"Association" means Northlane Condominiums Homeowners' Association, Inc., its successors and assigns, an Indiana nonprofit corporation which is the incorporated Association of Co-Owners, more particularly described in Section 9.

1.3 Board of Directors.

"Board of Directors" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws.

RECORDED
A.M. _____ P.M. 2:01

OCT 10 1991

Patricia
RECORDER MONROE CO., IN

*See Amendment to Covenants & Rest.
See Assoc. Bk 210 # 215-2876
9-8-92 Pat. Bynum-Fanyo*

*See Supplementary Declaration
See Assoc. Bk 210 # 215-2876
215-2876 9-8-92
Pat. Bynum-Fanyo*

1.4 Buildings.

"Buildings" means the two-story multifamily structures designated by letters A and B on the initial Floor Plans and those structures which are designated in future plans as property is annexed pursuant to Section 3 hereof.

1.5 By-Laws

"By-Laws" means the By-Laws of the Association, providing for the administration and management of the Association, a true copy of which is attached to this Declaration as Exhibit A and incorporated herein by reference.

1.6 Common Area.

"Common Area" means the Real Estate and the buildings exclusive of the Living Spaces which are designated as such on any recorded plat or Floor Plans of the Project.

1.7 Common Expenses.

"Common Expenses" means the expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Area and other costs and expenses incurred by the Association for the common benefit of all Co-Owners; provided, however, that Common Expenses shall not include any costs of initial construction of any Dwelling Unit.

1.8 Co-Owners.

"Co-Owners" means all of the Owners of all the Dwelling Units in the Project.

1.9 Declarant.

"Declarant" means Northlane Partnership, developer of the Project, and any successor or assignee of its interest in all or part of the Project or in this Declaration under an instrument or instruments which expressly state that the successor or assignee thereunder shall become the Declarant for purposes of this Declaration.

1.10 Delinquency Date.

"Delinquency Date" means the date which is ten (10) days after the due date of any Regular or Special Assessment.

1.11 Developer.

"Developer" means Declarant. Both words are used interchangeably in this Declaration and in the By-Laws.

1.12 Dwelling Unit.

"Dwelling Unit" means separately designated and legally described freehold estates consisting of the Living Area the appurtenant limited Common Area and the respective 2.6315% undivided interest in the Common Areas.

1.13 Limited Common Area.

"Limited Common Area" means the areas designated on the Floor Plans as L.C.A. which has been set aside and allocated for the restricted use of the respective owners of each appurtenant Living Area.

1.14 Living Area.

"Living Area" means the separately designated and legally described freehold estates consisting of the space or area contained within the perimeter walls of each of the units constructed in the Project.

1.15 Mortgagee.

"Mortgagee" means the holder of any recorded first mortgage lien on any Dwelling Unit.

1.16 Owner.

"Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, which owns the record fee simple title to a Dwelling Unit; provided, that persons or entities owning a single Dwelling Unit as tenants in common, joint tenants, tenants by the entireties or any form of joint or divided ownership, shall be deemed one Owner for purposes of this Declaration.

1.17 Floor Plans.

"Floor Plans" means the Floor Plans prepared by Bynum-Fanyo and Associates, said Floor Plans being on record in the Office of the Recorder of Monroe County, Indiana, as document number _____ in Horizontal Property Record _____, pages _____, together with any Floor Plans recorded as additional portions of the Real Estate are annexed under the provisions of Section 3 hereof.

1.18 Phase(s).

"Phase" or "Phases" means additional real property consisting of platted Dwelling Units which becomes subject to this Declaration under the annexation provisions of Section 3 hereof.

1.19 Project.

"Project" means Northlane Condominiums.

1.20 Property.

"Property" means the Common Area, Limited Common Area, Living Area, Dwelling Units, Buildings and all other improvements of every kind and nature whatsoever, now or hereafter located upon the Real Estate and used in connection with the operation, use and enjoyment of the Project.

1.21 Real Estate.

"Real Estate" means the real property described on Exhibit B, and such other real property as may from time to time be annexed thereto under the provisions of Section 3 hereof, which has been subjected to this Declaration and all of the Property located upon the Real Estate.

1.22 Supplementary Declaration.

"Supplementary Declaration" means any declaration of covenants, conditions and restrictions that may be recorded by Declarant, which extends the provisions of this Declaration to additional Phases of the project annexed under the provisions of Section 3.

Section 2. Declaration. Declarant hereby expressly declares that the Real Estate, and Property, shall be held, conveyed and transferred in accordance with the provisions of this Declaration and subject to the provisions of the Act for the mutual benefit of all Owners of the Dwelling Units.

Section 3. Annexation of Additional Phases. Additional real property may become subject to this Declaration in the following manner:

3.1. The Declarant and its successors and assigns shall have the right to annex additional real property to become subject to this Declaration in future Phases of the Project which are contiguous to the real estate described in Exhibit B. This real property is described on Exhibit C.

3.2. Annexation of additional real property shall be accomplished by the Declarant's execution and recording of a Supplementary Declaration and the recording of additional plats and floor plans in the manner provided under the Act.

3.3 Nothing in this Declaration shall be construed as an obligation of the Declarant to annex additional Phases to the Project.

Section 4. Description of Northlane Condominiums. Northlane Condominiums consists of Thirty-eight (38) Dwelling Units numbered 1 through 38, inclusive, together with the Common Area. The size of the Living Areas are as designated on the Plat. The legal description for each Dwelling Unit in Northlane Condominiums shall be as follows:

Dwelling Unit _____ in Northlane Condominiums, a horizontal property condominium located in Monroe County, Indiana, as defined in the Floor Plans dated _____, 1991, recorded in the Office of the Recorder of Monroe County, Indiana together with an undivided _____% interest in the Common Areas.

The percentage interest in the Common Areas shall change as Phases are annexed to the Project under the provisions of Section 3 hereof. The initial percentage interest for the first twelve (12) units is 8.33%.

Section 5. Living Areas and Easements. The boundaries of each Living Area in the Project shall be as shown on the Floor Plans, provided, however, in the event any vertical boundary line of any Living Area does not coincide with the actual Living Area line because of inexactness of construction, settling after construction or for any other reasons, whether from the initial construction or subsequent reconstruction, the boundary lines shall be

deemed to be treated for purposes of occupancy, possession, maintenance, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Living Area in and to such base line outside the actual boundary line of the Living Area.

Section 6. Ownership of Common Area. The Owner of each Dwelling Unit is entitled to an undivided interest of an equal percentage, 2.6315 percent (2.631%), in the common areas and facilities. The initial percentage interest of each Owner in Phase I of the Project is ____%. If all 38 Dwelling Units are completed and annexed, the percentage interest of each owner in the Project shall be 2.631%. The undivided interests established and to be conveyed with the respective Dwelling Units cannot be changed except upon agreement of all the Owners and the recording of an amendment hereto, duly signed and acknowledged. Declarant, its successors, assigns, and grantees, covenant and agree that the undivided interests in the Common Areas and the fee titles to the respective Dwelling Units conveyed shall not be separated or separately conveyed, and that each undivided interest shall be deemed to be conveyed or encumbered with its respective Dwelling Unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Dwelling Unit. Nothing in this section impairs the right of the Association to adopt such rules and regulations regarding the Common Area as it deems necessary as provided in Section 10. Limited Common Areas shall be limited to the common use of the Owners of the Dwelling Units to which they are appurtenant, and such Owner's guests and invitees.

Section 7. Delegation of Use of the Common Area. Any Owner may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and the use of the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on any Dwelling Unit.

Section 8. Encroachments and Easements in Common Area. If by reason of inexactness of construction, settling after construction or for any other reasons, any Common Area encroaches upon any Living Area, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Area.

Each Owner shall have an easement in common with all Co-Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, located in any other Dwelling Units or in the Common Area and serving his Dwelling Unit.

Section 9. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the Common Area in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewer, gas, telephone and electricity on the Property, provided, however,

nothing herein shall permit the installation of sewers, electric lines, water lines or other utilities, except as initially designed and approved by Declarant on the recorded plat or Floor Plans or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electrical and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Dwelling Units. In the event any utility furnishing service should request a specific easement by a separate recordable document, Declarant shall have the right to grant such easement on such Property, without conflicting with the terms of this section. The easements granted herein shall in no way affect any other recorded easement on the Property.

An easement is also granted to the Association, its officers, agents and employees and to any management company, if any, selected by the Association to enter in or to cross over the Common Area to perform its duties.

Section 10. Association. In order to provide for the maintenance and repair, replacement, administration, operation and ownership of the Common Area, and to perform such other function as may be designated to it, there is hereby created a not-for-profit corporation which shall be known as Northlane Condominiums Homeowners' Association, Inc. Each Owner shall automatically be a Member of the Association, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner; provided, however, any person who holds the interest of an Owner in a Dwelling Unit merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association. The Association shall have three classes of Members:

10.1 Class A. Class A Members shall be all Owners except Declarant and shall be entitled to one vote for each Dwelling Unit owned. All persons holding an interest in any Dwelling Unit shall be Members provided, however, each Dwelling Unit represented shall have only one vote as the Owners of such Dwelling Unit may determine.

10.2 Class B. The Class B Member shall be Declarant and Declarant shall be entitled to ten (10) votes for each Dwelling Unit owned. The Class B Membership shall cease and terminate upon the first to occur of: (1) the date upon which the written resignation of the Class B Member as such is delivered to the Resident Agent of the Association, provided, however, if Declarant, at such time still owns Dwelling Units, such membership shall be converted to a Class A Membership; (2) the date Declarant has transferred twenty-nine (29) Dwelling Units in the Project; or (3) September 26, 1992 (the applicable date of the above being herein referred to as the "Applicable Date").

10.3 Class C. Any and all natural persons who are officers, directors, partners, employees, or appointees of a Class A Member or a Class B Member may become a Class C Member of the Corporation upon designation thereof by a Class A Member or a Class B Member. A Class C Member shall have no vote in matters of the Association, but may act as a director and may vote in such capacity on matters which are determined by the Board of Directors.

The initial Board of Directors shall be as designated by the Declarant in the Articles of Incorporation, shall be Class C Members, and such Directors, notwithstanding any provision in this Declaration or the Articles or the By-Laws to the contrary, shall be Directors until the Applicable Date and in the event of any vacancy or vacancies occurring in the Initial Board for any reason prior to the Applicable Date every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Thereafter, the Association shall elect a Board of Directors annually in accordance with and as prescribed by the By-Laws. The Members shall be entitled to vote for the election of the Board of Directors in accordance with the procedure outlined in the By-Laws. The Board of Directors shall be the governing body of the Association representing all of the Members and being responsible for the functions and duties of the Association including but not limited to the management, maintenance, repair, replacement and upkeep of the Common Area. All of the Common Area shall be operated and managed by the Association.

Section 11. Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors may promulgate such additional rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Area, or Limited Common Areas, as it may deem necessary from time to time. Such rules as are adopted may be amended by vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered and mailed promptly to all Owners.

Section 12. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Dwelling Unit. In the event that for any year the real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Property as a whole, without a breakdown for each Dwelling Unit, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land and improvements comprising the Property assessed as a whole.

Section 13. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

Section 14. Maintenance, Repairs and Replacements. Each Owner shall at his expense be responsible for the maintenance, repairs, decoration and replacement within his own Living Area except as may otherwise be provided herein. All fixtures and equipment

installed within the Living Area commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of a Living Area shall be maintained and kept in repair by the Owner thereof. Each Owner shall promptly perform all maintenance and repair in his Living Area, which if neglected, might adversely affect any Living Area, Limited Common Area, Common Area or the value of the Property. Such maintenance and repairs include but are not limited to internal water lines, plumbing, electric lines, gas lines, appliances, doors, windows, lamps, and all other accessories belonging to the Owner and appurtenant to the Living Area. The Homeowners' Association shall have the irrevocable right, to be exercised by the manager or the Board of Directors, to have access to each Living Area from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Areas, Limited Common Areas, and facilities therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Areas, Limited Common Areas, and facilities or to another Living Area. Maintenance, repairs, replacements and upkeep of the Common Areas and the Limited Common Areas shall be furnished by the Association, as a part of the Common Expense.

In addition to the maintenance of the Common Area and Limited Common Areas, the Association shall provide exterior maintenance upon each Living Area for the following: paint, repair, replacement and care of all exterior doors, roofs, gutters, downspouts, exterior building surfaces, and other exterior improvement excluding, however, any glass surfaces, screens, window fixtures, other hardware and patio which shall be the sole responsibility of the Owner. The Association shall also maintain any trees, shrubs, grass or walks which the Association originally planted or installed.

In the event the need for maintenance and repair results from the willful or negligent act of the Owner, his family, guests or invitees, and is not covered or paid for by insurance on such Living Area, the cost of such maintenance or repair shall be borne by the Owner, and shall be added to and become a part of the assessment to which his Living Area is subject and be subject to the same method of collection as the Regular Assessment.

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

Section 15. Alterations, Additions and Improvements. No Owner may make any alterations, additions, improvements, repairs, change of colors, excavation, changes in grade, structural change or other work which in any way alters the exterior or jeopardizes the soundness or safety of the Property, reduces the value thereof or impairs any easement or hereditament of any Dwelling Unit located thereon from its natural or improved state existing on the date such Dwelling Unit was first conveyed by Declarant to the Owner without the prior written consent of all of the other Co-Owners.

Section 16. Assessments. Regular and Special Assessments shall be determined and collected as follows:

16.1 Annual Accounting. Annually after the close of each calendar year of the Association and prior to the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared and furnished each Owner a financial statement, which statement shall show all receipts and expenses received, incurred or paid during the preceding calendar year. The annual accounting shall be mailed or delivered to each Owner at the same time as the Notice of annual meeting is mailed or delivered.

16.2 Proposed Annual Budget. Annually on or before the date for notice of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year and furnish a copy of such proposed budget to each Owner at the same time as the Notice of Annual Meeting is mailed or delivered. The proposed annual budget shall be submitted to the Co-Owners at the annual meeting of the Association for adoption, and if so adopted shall be the basis for the Regular Assessments for the ensuing calendar year. At the annual meeting of the Co-Owners, the proposed budget may be approved in whole or in part, or may be amended in whole or in part by a majority vote of the Co-Owners present or represented at the meeting (provided a quorum is present); provided, however, in no event shall the annual meeting of the Co-Owners be adjourned until an annual budget is approved.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owner shall not constitute a waiver or release of the Owner to pay the Common Expenses.

16.3 Regular Assessments. The annual budget as adopted shall contain a proposed assessment against each Dwelling Unit based on the total amount of said budget divided by the total number of Dwelling Units provided that no Dwelling Unit shall be assessed nor will any Dwelling Unit be counted in determining any amounts assessed that is owned by the Declarant unless such Unit is finished, ready for occupancy, rented and earning rent for the Declarant or has been transferred by Declarant to a third party (herein called the "Regular Assessment"). However, Dwelling Units owned by the Declarant shall not be exempt from the Regular Assessment after the first day of the twenty-fourth calendar month following the month in which the closing of the sale of the first dwelling unit occurs. The Regular Assessment against each such Dwelling Unit shall be paid in twelve (12) monthly installments on the first day of each month beginning in January following adoption of the budget. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors as directed by the Board of Directors; provided, however, that any Owner may elect to pay Regular Assessments in advance. The

Regular Assessment for each year shall become a lien on each separate Dwelling Unit as of the date of the adoption of the annual budget.

16.4 Special Assessments. In addition to the Regular Assessments authorized above, the Association may levy such Special Assessments as may be necessary for the purpose of defraying, in whole or in part: (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto; and, (2) the expense of any other contingencies or events not provided for in the annual budget or the reserves and working capital of the Association; provided that no Special Assessments shall be levied without the assent of a majority of the Co-Owners at a meeting duly called for this purpose. Each Owner, subject to the Regular Assessment as described in Section 16.3 above, shall pay the Association a Special Assessment based on the total sum approved to meet the costs and expenses as heretofore provided divided by the total number of Dwelling Units subject to the Regular Assessment in the Project. The Association may, in connection with the levy of any Special Assessment, specify that the same shall be payable in installments and specify the due dates thereof.

16.5 Adjustments. In the event that the approved budget and Regular Assessments plus the reserves and working capital of the Association are insufficient to meet the Association's actual expenses in any year, such deficiencies may be corrected through one or more Special Assessments. In the event the approved Regular Assessments exceed actual expenses in any year, such surplus shall be retained and used to offset expenses in the next year(s) or returned to the Co-Owners proportionately as the Board of Directors shall elect.

16.6 Temporary Budget and Assessments. If for any reason an annual budget and the Regular Assessments for any year have not been determined as of January 1 of any year, the budget and Regular Assessments in effect during the preceding year shall continue in effect until such time as the annual budget and Regular Assessments are determined in accordance with the Declaration and the By-Laws; provided, however, that said preceding budget and Regular Assessments may be increased by up to fifteen percent (15%) as the Board of Directors, by majority vote, may deem necessary.

16.7 Reserve and Working Capital Funds. The Association shall be obligated to establish a reserve fund for the repair of the Common Area based upon good faith estimates of the useful life and replacement cost of such Common Area made or obtained by the Association. The reserve fund shall be funded through the payments by the Owners subject to the Regular Assessment of Common Expenses and not by an extraordinary or Special Assessment. Extraordinary expenditures not originally included in the annual estimate that become necessary during the year shall be charged first against the reserve fund so established before any Special Assessment is made or levied therefor. In addition to the reserve fund, a working

capital fund shall be established and maintained by the Association. At the closing of the initial sale of each Dwelling Unit to an Owner, the purchaser of such Dwelling Unit shall deposit with the Association an amount equal to the monthly Regular Assessment pro-rated to the day of closing (based on a 365 day year) plus the sum of Fifty Dollars (\$50.00). Amounts paid or deposited into the working capital fund shall not relieve an Owner from responsibility for the Regular Assessments due in accordance with this Section 16. All amounts held by the Association pursuant to this Section 16.7 shall be maintained in a federally-insured, interest-bearing account in a bank or savings and loan association doing business in Monroe County, Indiana, and all interest thereon shall be added to and deemed a part of such fund.

16.8 Status of Funds Collected by Association. All funds collected pursuant to this Section 15 shall be held and expended by the Association solely for the purposes designated herein, and, except for such adjustments as may be required to reflect delinquent or prepaid Regular or Special Assessments, shall be deemed to be held for the use, benefit and account of the Co-Owners for the payment of Common Expenses.

16.9 Accounting Practices of the Association. The annual budget, the Regular Assessment and all sums assessed by the Association shall be established by using generally accepted accounting principles. The annual budget and the Regular Assessment shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and of Dwelling Units to the extent such capital expenditures and replacement and repair is the obligation of the Association, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Area. Such replacement reserve fund for capital expenditures and repair of the Common Area shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Monroe County, Indiana, selected from time to time by the Board of Directors.

16.10 Collection of Assessments. Each Assessment shall be due and payable on the due date thereof as specified in this Declaration or in the By-Laws, or if not so specified, then on any due date(s) determined by the Board of Directors. Any Regular or Special Assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner, and shall bear interest on the unpaid balance thereof from the Delinquency Date until fully paid, at a rate of interest equal to eighteen percent (18%) per annum. In the event that any costs or expenses, including attorney's fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the date incurred until paid in full, at a rate of interest equal to eighteen percent (18%) per annum.

All interest and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Dwelling Unit as of the date on which such delinquent Assessment first became a lien. In the event that any Assessment is not fully paid on or before the Delinquency Date, the Association shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for the calendar year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. The Owner and any occupant of the Dwelling Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Dwelling Unit and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Dwelling Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board of Directors may at its option, bring suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same.

16.11 Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles of Incorporation of the Association or the By-Laws, any sale or transfer of Dwelling Units to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior Owner from personal liability therefor.

16.12 Notice of Assessments. Upon ten (10) days written notice to the Association and the payment of a reasonable fee, the Association shall deliver to any Owner, Mortgagee, prospective Mortgagee, title insurance company, purchaser or other prospective transferee of a Dwelling Unit, a written statement setting forth the amount of all unpaid Assessments, if any, with respect to the subject Dwelling Unit, together with the amount of the current assessments for Common Expenses and the date(s) such Assessments become due and payable. Any such written statement shall be binding upon the Association in favor of any person relying thereon in good faith.

The Owners through the Association shall purchase a master casualty policy affording fire and extended coverage in an amount consonant with the full replacement value of the improvement that in whole or in part comprise the Common Areas, Limited Common Areas and facilities paid as part of the Common Expenses. The Owners through the Association shall also purchase a master liability policy in an amount required by the Bylaws or this Declaration or revised from time to time by a decision of the Board of Directors of the Association, which policy shall cover the Homeowners' Association, the Managing Agent,

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all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Project, all Dwelling Units owners and all other persons entitled to occupy any unit or other portions of the Project. Such other policies as may be required by this Declaration may be obtained by the Owners through the Association including, without limitation, worker's compensation insurance, liability insurance on motor vehicles owned by the Association, and specialized policies covering land or improvements on which the Association has or shares ownership or other rights and officers' and directors' liability policies. The premium for the insurance obtained by the Association shall be paid by the Association as part of the Common Expenses.

Section 17. Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance for each Dwelling Unit in an amount equal to the full replacement cost thereof. The Board of Directors shall determine the company or companies through which the insurance for the Dwelling Units shall be obtained. Such insurance coverage shall be for the benefit of each Owner, and if applicable the Owner's Mortgagee, provided however, in the event of damage or destruction by fire or other casualty to any Dwelling Unit, the Owner and Mortgagee thereof shall use such insurance proceeds to cause the Dwelling Unit to be promptly repaired and restored. In the event for any reason an Owner does not obtain such insurance coverage, the Association shall obtain insurance for such Owner and add the cost thereof to such Owner's Assessment, to be collected in the same manner as the Assessment.

Each Owner shall have the right to purchase at his own expense any additional insurance he may deem necessary, and each Owner shall be solely responsible for homeowner's liability insurance and for the insurance on the contents of his Dwelling Unit and his personal property stored elsewhere on the Property. All insurance obtained, whether obtained by the Association or the Owners, including but not limited to insurance on the individual Dwelling Units, insurance on improvements in the Common Area and liability insurance, shall provide that the insurance company providing such insurance waives its right of subrogation, if any, against the Owners, the Association and their agents.

When any policy of insurance has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes or termination thereof shall be promptly furnished to each Owner or mortgagee whose interest may be affected by the Board of Directors.

Section 18. Casualty and Restoration. In the event of fire or any other casualty or disaster, other than complete destruction of all Buildings containing the Living Areas, the Owner thereof shall cause the improvements to be reconstructed and the insurance proceeds applied to reconstruct the improvements. In the event insurance proceeds are inadequate to cover the costs of reconstruction or in the event there are no proceeds, the Owners of the Living Areas directly affected by the damage shall pay the cost for restoring the Living Areas. A Living Area shall be deemed directly affected if and only if a part of such Living Area, including but not limited to, any party wall of such Living Area, is damaged or

destroyed. If any Owner fails or refuses to reconstruct his Living Area when required, the Association may pursue whatever legal means are available to cause such restoration, including but not limited to the Association completing the restoration and paying the cost thereof, with the cost attributable to the Owner or Owners who refuse or fail to make the restoration when required becoming a lien on such defaulting Owner's Living Area and subject to foreclosure in the same manner as provided for a lien for Common Expenses. The restoration referred to in this Section 17 shall include the costs of construction incurred rebuilding the Dwelling Units in the same condition as they existed immediately prior to the destruction or damage and with the same type of architecture.

In the event of complete destruction of all of the Buildings containing Living Areas, the Buildings shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the Co-Owners in the percentage by which each owns an undivided interest in the Common Areas and the Property shall be considered as to be removed from the Horizontal Property Regime unless by a vote of two-thirds (2/3) of all of the Co-Owners a decision is made to rebuild the Buildings, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein in the event of less than total destruction of the buildings. A determination of total destruction of the Buildings containing Dwelling Units shall be determined by a vote of two-thirds (2/3) of all Co-Owners at a special meeting of the Association called for that purpose. Notwithstanding any other provisions in this Declaration, all Living Areas which are destroyed or damaged shall be restored pursuant to the provisions of this Section 17 of this Declaration, unless a unanimous vote of the Members of the Association decide that such restoration is not necessary. All improvements in the Common Area which are damaged or destroyed shall be restored by the Association unless by unanimous vote of the Class A and B Members of the Association and by unanimous vote of all first Mortgagees not to make such restoration or to make such restoration in a different manner.

In the event the Association has insurance proceeds which are to be used for the benefit of the Owners, no distribution of such insurance proceeds shall be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event, any remittances shall be to the Owner and his Mortgagee jointly.

In the event of damage to or destruction of any of the Common Area or the Limited Common Area due to fire or other casualty or disaster and the insurance proceeds, if any, received by the Association as a result of such fire or other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area or Limited Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged and destroyed (or the cost thereof in excess of insurance proceeds received, if any) shall be paid by the Association through a Special Assessment of the Owners with each Owner being assessed

an equal amount. Such Special Assessment shall constitute a lien from the time the Assessment is made.

Section 19. Covenants and Restrictions. The following covenants and restrictions on the use and enjoyment of the Living Areas, Buildings, Common Area, Limited Common Area and Property are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, by the Association, its successors or assigns. Present or future Owners of the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation:

19.1. All Living Areas shall be used exclusively for residential purposes and the occupancy as a private dwelling for Owner, Owner's family, tenants and social guests and for no other purpose.

19.2. No additional buildings shall be erected or located on the Property other than as shown on the Floor Plans.

19.3. Nothing shall be done or kept in any Living Area or in the Common Area which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Living Area, Limited Common Area or in the Common Area which will result in the cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.

19.4. No Owner shall cause or permit anything to be hung or displayed on the outside of the windows, or placed on the outside walls of the Buildings, and no sign, awning, canopy, shutter or radio or television antennae, or other attachment or things shall be affixed to or placed upon the exterior walls or roofs, or on any parts of any Building without the prior written consent of the Board of Directors.

19.5. No advertising signs (except one "for sale" or one "for rent" sign per Dwelling Unit of not more than five square feet), unsightly objects or nuisances shall be erected, placed or permitted to remain on any Living Area, Limited Common Area, or Common Area, nor shall any Living Area, Limited Common Area, or Common Area be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any other Living Area or any resident thereof, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loudspeakers, electrical equipment, amplifiers or other equipment or machines. Notwithstanding any provision in this Section or elsewhere in this Declaration or the By-Laws, Declarant may maintain on the Property during the period of construction and sale of the Dwelling Units such

facilities as Declarant in its sole discretion deems necessary for the construction and sale of the Dwelling Units including but not limited to a business office, storage area, construction yards, signs, model units, construction office, sales office, management offices, and business offices. At no time shall facilities so used and maintained by Declarant be or become part of the Common Area unless so designated by Declarant and Declarant shall have the right to remove the same from the Property at any time.

19.6 No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed from any Living Area or Limited Common Area where they are visible to other Owners or the public, nor shall any such items be hung out or exposed on any part of the Common Area. All Living Areas, Limited Common Areas, and the Common Area shall be kept free and clear of rubbish, debris, and other unsightly materials, except in those areas designated for the temporary storage thereof.

19.7 No industry, trade or any commercial or religious activity, educational or otherwise designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property; provided, however, that this prohibition shall not apply to the business activities, if any, of Declarant, his agents or assigns during the construction and sale period, or of the Association, its successors and assigns, acting in furtherance of its powers and purposes.

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

19.9 No boats, campers, trailers of any kind, buses, mobile homes, trucks (except pick-up trucks) or any other unconventional vehicles of any description shall be permitted, parked, or stored anywhere within the Property except as expressly designated by the Board of Directors in each instance.

19.10 No Owner shall be allowed to plant trees, landscape or do any gardening in the Common Area except with express written permission from the Board of Directors.

19.11 No animals or pets of any kind shall be raised, bred, or kept in any Living Area, the Limited Common Area, or any portion of the Common Area by Owner or any other person or visitor to the property. In the event an Owner or any other person or visitor to the property violates this provision, such animal or pet shall be removed from the property by the Board of Directors without prior notice to the Owner.

210 561

Section 20. Unpaid Assessments. In a voluntary conveyance the grantee of a Dwelling Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Managing Agent or Board of Directors, as the case may be, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the Dwelling Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

All sums assessed by the Association but unpaid for the share of the Common Expenses chargeable to any Dwelling Unit shall constitute a lien from the time of assessment on such unit prior to all other liens except (i) tax liens on the Dwelling Unit in favor of any assessing unit and special district, and (ii) all sums unpaid on a first mortgage of record. Such lien may be filed and foreclosed by suit by the Managing Agent or Board of Directors, acting on behalf of the Association, under the laws of the State of Indiana governing mechanic's and materialmen's liens. In any such foreclosure, the Dwelling Unit Owner shall be required to pay a reasonable rental for the Dwelling Unit as provided in the By-Laws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Managing Agent, acting on behalf of the Association, shall have power to bid on the Dwelling Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or having the lien securing the same.

Where the mortgagee of a first mortgage of record or other purchase of a Dwelling Unit obtains title to the unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessment by the Association chargeable to such Dwelling Unit which became due before the acquisition of title to such Dwelling Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectable from all of the Co-Owners including such acquired, his successors and assigns.

Section 21. Notice to Association. Any Owner who places a first mortgage lien upon his Dwelling Unit or the Mortgagee shall notify the secretary/treasurer of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the secretary/treasurer and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws, or otherwise, shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the Secretary either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this

Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage or otherwise.

The Association shall upon request of the Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

Section 22. Amendment of Declaration. Except as otherwise provided in this Declaration amendments to this Declaration shall be proposed and adopted in the following manner:

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

22.2 Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by a majority of the votes cast by the Co-Owners.

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

22.4 Adoption. Any proposed amendment to this Declaration must be approved by not less than seventy-five percent (75%) of the Class A and Class B votes cast. In the event any Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed Amendment in the same manner as an Owner, if the Mortgagee has given prior notice its mortgage interest to the Board of Directors in accordance with the provisions of the Declaration.

22.5 Special Amendment. No amendment to this Declaration shall be adopted which changes: (1) the applicable share of an Owner's liability for the Common Expenses or the method of determining the same; or (2) the provisions of Section 16 of this Declaration with respect to casualty insurance to be maintained by the Association; or (3) provisions of Section 17 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, or (4) changes any of the provisions of Section 15 of this Declaration with respect to the assessments on any Dwelling Unit, without in each and any of such circumstances, the unanimous approval of all Owners, and all Mortgagees.

22.6 Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office

of the Recorder of Monroe County, Indiana, and such amendment shall not become effective until so recorded.

22.7 Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in the Articles or in the By-Laws, Declarant shall have the right acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other person, to amend or supplement this Declaration from time to time:

22.7.1 If such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, or quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entity; or,

22.7.2 To induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Dwelling Units; or,

22.7.3 To bring this Declaration into compliance with any statutory requirements; or,

22.7.4 To correct clerical or typographical errors in this Declaration or any exhibit hereto or any supplement or amendment thereto.

Section 23. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, are deemed to be in accordance with the Act, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trust, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or any part of the Property in any manner shall be subject to this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended from time to time. Each Owner agrees to execute and deliver such documents necessary or desirable to cause

the provisions of this Section to comply with the Act as it may be amended from time to time.

Section 24. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of the insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Living Area or its appurtenances or of the Common Area.

Section 25. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Living Area.

Section 26. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

Section 27. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to an include all genders. The singular shall include and refer to the plural and vice versa as appropriate.

Section 28. Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and sub-paragraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 29. The Floor Plans. The Floor Plans of Northlane Condominiums is incorporated into this Declaration by reference and has been filed in the Office of the Recorder of Monroe County, Indiana, as of the 10th day of October, 1991, as Instrument No. 113935.

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

NORTHLANE PARTNERSHIP
By: Harold Carrithers
Harold Carrithers, General Partner

210 565

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Harold Carrithers, known to me to be the General Partner of Northlane Partnership personally appeared before me, a Notary Public, in and for said County and State on the 26th day of September, 1991, and acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions, and after being duly sworn, stated that the statements contained therein are true.

NOTARY PUBLIC
COMM. EXPIRES:
*November 2, 1992
INDIANA
County of Residence:
Monroe

Sharon R. Courter
Notary Public
SHARON R. COURTER
(Name Printed)

This Instrument Prepared By: James F. Bohrer, MALLORGRADNER & BOHRER, 511 Woodcrest Drive, P. O. Box 5787, Bloomington, Indiana 47407 (812) 336-0200.

1980-85\85251\09\Declar.

215286 AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTHLANE CONDOMINIUMS

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 31st day of July, 1992, by Northlane Partnership ("Declarant").

RECITALS

(A) On October 10, 1991, Declarant caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Northlane Condominiums in the Office of the Recorder of Monroe County, Indiana as document number 113938 in Horizontal Property Record 210, pages 544 - 545 (the "Declaration").

(B) This Amendment is being recorded for the purpose of recording two of the Exhibits omitted from the recorded Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Exhibit B and Exhibit C, referred to in the Declaration, are one and the same as Exhibits B and C attached to this Amendment.

RECORDED
A.M. P.M. 1:55

SEP 08 1992

RECORDER MONROE CO., IN

STATE OF INDIANA)

COUNTY OF MONROE)

) SS:

NORTHLANE PARTNERSHIP

By Harold R. Carrithers
Harold Carrithers, General Partner

Before me, a Notary Public, in and for said County and State, personally appeared Harold Carrithers, General Partner of Northlane Partnership, who acknowledged the execution of this Amendment to Declaration of Covenants, Conditions of Northlane Condominiums and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 10th day of August, 1992.

Name Printed: Susan E. Douglas
Notary Public

I reside in Monroe County, Indiana.

My commission expires: 27 March 1996.

85251/amend

This is a copy
by Jim. Cochran

Amendment to Declaration # 703559
Misc. Bk. 244 Pg. 207-208
Jim. Cochran, Recorder 3/14/97

98-10-18
10/11

215287

216 273

SUPPLEMENTARY DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTHLANE CONDOMINIUMS

SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 8th day of September, 1992, by Northlane Partnership ("Declarant").

RECITALS

(A) Declarant caused to be recorded in the Office of the Recorder of Monroe County, Indiana, on October 10, 1991, a Declaration of Covenants, Conditions and Restrictions of Northlane Condominiums as document number 113938 in Horizontal Property Record 210, pages 544-565, and on 10-10, 1991, an Amendment to Declaration of Covenants, Conditions and Restrictions of Northlane Condominiums as document number 215286 in Horizontal Property Record 216, pages 270-272 (collectively, the "Declaration").

(B) The Declaration provides that additional real property may become subject to the Declaration, as follows:

3.1 The Declarant and its successors and assigns shall have the right to annex additional real property to become subject to this Declaration in future Phases of the Project which are contiguous to the real estate described in Exhibit B. This real property is described on Exhibit C.

3.2 Annexation of additional real property shall be accomplished by the Declarant's execution and recording of a Supplementary Declaration and the recording of additional plats and floor plans in the manner provided under the Act.

(C) "Project" is defined in the Declaration as "Northlane Condominiums."

(D) "Phase" or "Phases" is defined in the Declaration as "additional real property consisting of platted Dwelling Units which becomes subject to this Declaration under the annexation provisions of Section 3 hereof."

(E) "Supplementary Declaration" is defined in the Declaration as "any declaration of covenants, conditions and restrictions that may be recorded by Declarant, which extends the provisions of this Declaration to additional Phases of the project annexed under the provisions of Section 3 [of the Declaration]."

RECORDED
A.M. _____ P.M. 1:56

> SEP 08 1992

[Signature]
RECORDER MONROE CO., IN

(F) Declarant has completed Phase II of the Project, consisting of an additional four (4) Buildings as of the date of this Supplementary Declaration;

(G) Declarant intends to annex Phase II of the Project to become subject to the Declaration;

(H) The additional real property to be annexed is contiguous to the real estate described in Exhibit B of the Declaration;

(I) The legal description of the additional real property to be annexed is as follows:

Part of the Southeast quarter of Section 29, Township 9 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southeast corner; thence North 00 degrees 00 minutes 00 seconds East along the East line of said quarter section and along Kinser Pike 1260.89 feet; thence North 89 degrees 19 minutes 27 seconds West 327.89 feet to the point of beginning; thence continuing North 89 degrees 19 minutes 27 seconds West 385.00 feet; thence North 00 degrees 10 minutes 43 seconds West 184.50 feet; thence South 89 degrees 19 minutes 27 seconds East 387.75 feet; thence South 00 degrees 40 minutes 36 seconds West 184.48 feet to the point of beginning;

and

(J) The additional real property is the same as that described on Exhibit C of the Declaration.

NOW, THEREFORE, Declarant hereby extends the provisions of the Declaration to Phase II of the Project. The annexation of the additional real property as described on Exhibit C of the Declaration shall be accomplished by the Declarant's execution and recording of this Supplementary Declaration and the recording of additional plat and floor plans in the manner provided under the Indiana Horizontal Property Law, as amended.

NORTHLANE PARTNERSHIP

By Harold Carrithers
Harold Carrithers, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

216 275

Before me, a Notary Public, in and for said County and State, personally appeared Harold Carrithers, General Partner of Northlane Partnership, who acknowledged the execution of this *Supplementary Declaration of Covenants, Conditions of Northlane Condominiums* and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 8th day of September, 1992.

Name Printed: Susan E. Douglas
Notary Public

I reside in Monroe County, Indiana.
My commission expires: 28 March 1996

kgg/090392/85251/09/declara.sup

This instrument was prepared
by Jim Pollock

215280 AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTHLANE CONDOMINIUMS

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 31st day of July, 1992, by Northlane Partnership ("Declarant").

RECITALS

(A) On October 10, 1991, Declarant caused to be recorded a Declaration of Covenants, Conditions and Restrictions of Northlane Condominiums in the Office of the Recorder of Monroe County, Indiana as document number 113938 in Horizontal Property Record 210, pages 544-565 (the "Declaration").

(B) This Amendment is being recorded for the purpose of recording two of the Exhibits omitted from the recorded Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Exhibit B and Exhibit C, referred to in the Declaration, are one and the same as Exhibits B and C attached to this Amendment.

RECORDED A.M. P.M. 1:55

SEP 08 1992

RECORDER MONROE CO., IN

STATE OF INDIANA)

COUNTY OF MONROE) SS:

NORTHLANE PARTNERSHIP

By Harold R. Carrithers, General Partner

Before me, a Notary Public, in and for said County and State, personally appeared Harold Carrithers, General Partner of Northlane Partnership, who acknowledged the execution of this Amendment to Declaration of Covenants, Conditions of Northlane Condominiums and who having been duly sworn, stated that all facts set forth are true to the best of his knowledge, information and belief.

Dated this 10th day of August, 1992.

Name Printed: Susan E. Douglas Notary Public

I reside in Monroe County, Indiana.

My commission expires: 27 March 1996

85251/amend

This is by Jim Beecher

Amendment to Declaration # 703559 Misc. Bk. 244 Pg. 207-208 Jim Fielder, Recorder 3/14/97

EXHIBIT "B"

89-216-271

Legal Description of Phase I:

Part of the Southeast quarter of Section 29, Township 9 North, Range 1 West and more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter; thence along the East line of said quarter section North 00 degrees 00 minutes 00 seconds West 1260.89 feet to the point of beginning; thence North 89 degrees 19 minutes 27 seconds West 327.89 feet; thence North 00 degrees 40 minutes 36 seconds East 184.48 feet; thence South 89 degrees 19 minutes 27 seconds East 325.71 feet to the East line of said Southeast quarter; thence on said East line South 00 degrees 00 minutes 00 seconds East 184.50 feet to the point of beginning containing 1.38 acres, more or less.

EXHIBIT "C"

Legal Description of Phase II:

Part of the Southeast quarter of Section 29, Township 9 North, Range 1 West, Monroe County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter; thence North 00 degrees 00 minutes 00 seconds East along the East line of said quarter section and along Kinser Pike 1260.89 feet; thence North 89 degrees 19 minutes 27 seconds West 327.89 feet to the point of beginning; thence continuing North 89 degrees 19 minutes 27 seconds West 385.00 feet; thence North 00 degrees 10 minutes 43 seconds West 184.50 feet; thence South 89 degrees 19 minutes 27 seconds East 387.75 feet; thence South 00 degrees 40 minutes 36 seconds West 184.48 feet to the point of beginning.

Pat Haley
Monroe County Recorder IN
IN 2004005707 COV RES
03/26/2004 14:29:39 2 PGS
Filing Fee: \$12.00

AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
NORTHLANE CONDOMINIUMS

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 10 th day of September, 2003, by Northlane Homeowners Association, Inc. ("Declarant").

RECITALS

This Amendment is being recorded for the purpose of amending the Definitions in Section 14 Maintenance, Repairs & Replacements, Paragraph 2 of the Declaration of Covenants, Conditions and Restrictions of Northlane Condominiums.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Exhibit E, referred to in the Declaration, is one and the same as Exhibit E attached to this Amendment.

NORTHLANE HOMEOWNERS ASSOCIATION

BY Rachel Cooper
Rachel Cooper

STATE OF INDIANA)
) SS:
COUNTY OF Monroe

Subscribed and sworn to before me, a notary public, in and for said County and State this 25th
day of March, 2004,

Teresa Speicher
Notary Public

Printed Name of Notary Public:

Teresa Speicher

MY COMMISSION EXPIRES:
12-21-11
Resident of Monroe County

EXHIBIT " E "

Amendment
To
Declaration of Covenants, Conditions, and Restrictions
Of
Northlane Condominiums

Section 14 Maintenance, Repairs & Replacements

Paragraph 2 Has been amended as follows:

The words "replacement and care of all exterior doors" shall be deleted. The following sentence shall be added: The Association shall provide exterior painting of all exterior doors. The maintenance, caulking and other care of all exterior doors is the sole responsibility of the Owner.

9/10/03