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BOOK 279 PAGE 478

ST. JOSEPH CO.
INDIANA
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EUGENE A. BASKER
RECORDER

FIRST AMENDMENT
TO
DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

New London Lake
Condominium

151056

Portage Realty Corporation, the Declarant under the Horizontal Property Regime known as New London Lake Condominiums created by a Declaration recorded in the office of the Recorder of St. Joseph County, Indiana on October 30, 1972 at Book 273, pages 465-513, pursuant to paragraph 19 of said Declaration makes the following as the First Amendment to the aforesaid Declaration of Horizontal Property Ownership:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Paragraph 7 is amended to read as follows:

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

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

(b) Patios, together with an area around such patio specifically shown and designed on the Plans, shall be limited to

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

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

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

7. Paragraph 12 is amended to read as follows:

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

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

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

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

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

1. Authority to Purchase. Public liability, fire and casualty insurance covering certain portions of the Property shall