

STATE OF INDIANA
LAKE COUNTY
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95001496

AMENDMENTS TO THE
LE JARDIN CONDOMINIUM
DECLARATION OF CONDOMINIUM

JAN 9 1995

These Amendments to the Le Jardin Condominium Declaration of Condominium were executed this ___ day of _____, 1994.

WITNESSETH:

WHEREAS, the Le Jardin horizontal property regime in Schererville, Lake County, Indiana, was established pursuant to the Indiana Horizontal Property Act upon the recording of the "Le Jardin Condominium Declaration of Condominium" in the Office of the Lake County Recorder on December 19, 1985, as Instrument No. 833653 and 833654, at Book 060, Page 34 (hereafter referred to as the "Original Declaration"); and

WHEREAS, the Le Jardin Condominium Association, Inc., an Indiana not-for-profit corporation, was established upon the filing of Articles of Incorporation with the Indiana Secretary of State's Office on July 30, 1985 (hereafter referred to as "Association" or "Corporation"). Said Articles of Incorporation were attached to the Original Declaration as Exhibit "B" at the time the Original Declaration was recorded (hereafter referred to as the "Original Articles of Incorporation"); and

WHEREAS, at or about the time of incorporation of the Corporation, By-Laws were adopted for the same and were attached to the Original Declaration as Exhibit "C" at the time the Original Declaration was recorded (hereafter referred to as "Original By-Laws"); and

WHEREAS, the Assessor's Office of St. John's Township, Lake County, Indiana in which Le Jardin is situated has not experienced difficulty in properly assessing and levying property taxes upon the Apartment Owners within Le Jardin, apparently due to the fact that only two (2) of the five (5) apartment-style buildings within Le Jardin have an elevator and underground parking; and

WHEREAS, the Shares of the Apartment Owners in the Common Areas and Limited Common Areas as set forth in the Statement of Interest appearing on page 6 of the Original Declaration and on Exhibit "A" to the Original Declaration are incorrect in that the sum of all such Shares does not equal one hundred percent (100%) in accordance with the Indiana Horizontal Property Act, as amended; and

WHEREAS, the Owners of Apartments within Le Jardin desire to amend certain provisions of the Original Declaration, including but not limited to the correction of the Statement of Interest and Exhibit "A"; and

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AMASA G. COLBY
CHIEF DEP. RECORDER

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STATE OF INDIANA
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Le Jardin Condo Assoc., Inc
1735 Roman Ave
Scher. In 46375

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WHEREAS, Article XV of the Original Declaration sets forth the procedure for amending the same and requires any amendments to be approved by at least three-fourths (3/4) of the Shares of ownership at a regular or special meeting of the Owners; and

WHEREAS, the Owners of Apartments within Le Jardin desire to amend and restate the Original Articles of Incorporation and the Original By-Laws of the Corporation; and

WHEREAS, Article IX, Section 2 of the Original Articles of Incorporation vests the power to amend the same in the Corporation's members, subject to the Declaration and By-Laws; and

WHEREAS, Section 9 of the Original By-Laws states that any amendments to the same must be approved by at least seventy-five percent (75%) of all of the Directors and seventy-five percent (75%) of a quorum of the members; and

WHEREAS, a Special Meeting of the Apartment Owners was held on October 12, 1994, after notice was duly given, for the stated purpose of considering and approving amendments (which are set forth hereafter) to the Original Declaration, the Original Articles of Incorporation, and the Original By-Laws; and

WHEREAS, at said Special Meeting, Owners constituting more than eighty-five percent (85%) of the Shares of the Apartments, in person or by proxy, voted to approve the amendments to the Original Declaration set forth below, including an amended Exhibit "A" setting forth the Owners' corrected Shares in the Common Areas and Limited Common Areas; and

WHEREAS, at said Special Meeting, Owners constituting more than eighty-five percent (85%) of the Shares of the Apartments, in person or by proxy, voted to approve the amendments to and restatement of the Original Articles of Incorporation in the manner as is attached as Exhibit "B" hereto; and

WHEREAS, at said Special Meeting, Owners constituting more than eighty-five percent (85%) of the Shares of the Apartments, in person or by proxy, voted to approve the amendments to and restatement of the Original By-Laws in the manner as is attached as Exhibit "C" hereto.

NOW, THEREFORE, the undersigned officer of the Le Jardin Condominium Association, Inc. hereby executes these Amendments to the "Le Jardin Condominium Declaration of Condominium":

1. Articles I.K. and I.O. which appear on page 4 of the Original Declaration are hereby deleted in their entirety.

2. Article II.D. on page 6 of the Original Declaration is hereby amended by adding the following to the end thereof:

Notwithstanding anything else in this Declaration to the contrary, an Apartment Owner who is not a resident of Le Jardin shall not have any rights to use the Recreational Facilities which are situated upon the Common Areas, but, instead, such Apartment Owner's rights will be transferred to the occupants of such Apartment. Thus, the rights to use the Recreational Facilities shall be limited exclusively to the occupants of an Apartment and their guests, regardless of whether said Apartment is occupied by the Apartment Owner thereof, the tenant(s) of said Apartment, or the contract purchaser(s) of said Apartment.

All other portions of Article II.D. shall remain unchanged.

3. The first paragraph of Article III of the Original Declaration shall remain unchanged, but the second paragraph thereof which is on pages 6-7 of the Original Declaration is hereby deleted in its entirety and replaced with the following in order to correct the Shares of all Apartment Owners:

STATEMENT OF INTEREST

The Share of each Apartment Owner in the Common and Limited Common Areas and Facilities shall be the percentage interest set out below opposite the Apartment Number:

<u>Apartment No.</u>	<u>Interest</u>
205 W. Joliet St., Unit 101	0.8866%
205 W. Joliet St., Unit 102	0.9502%
205 W. Joliet St., Unit 103	1.0124%
205 W. Joliet St., Unit 104	0.8850%
205 W. Joliet St., Unit 105	0.8850%
205 W. Joliet St., Unit 106	0.9073%
205 W. Joliet St., Unit 107	1.0150%
205 W. Joliet St., Unit 108	0.8880%
205 W. Joliet St., Unit 201	0.8847%
205 W. Joliet St., Unit 202	0.9484%
205 W. Joliet St., Unit 203	1.0105%
205 W. Joliet St., Unit 204	0.8832%
205 W. Joliet St., Unit 205	0.8832%
205 W. Joliet St., Unit 206	0.9054%
205 W. Joliet St., Unit 207	1.0132%
205 W. Joliet St., Unit 208	0.8861%

205 W. Joliet St., Unit 301	0.8847%
205 W. Joliet St., Unit 302	0.9484%
205 W. Joliet St., Unit 303	1.0105%
205 W. Joliet St., Unit 304	0.8832%
205 W. Joliet St., Unit 305	0.8832%
205 W. Joliet St., Unit 306	0.9054%
205 W. Joliet St., Unit 307	1.0132%
205 W. Joliet St., Unit 308	0.8861%
1715 Homan Drive, Unit 101	0.8866%
1715 Homan Drive, Unit 102	0.9502%
1715 Homan Drive, Unit 103	1.0124%
1715 Homan Drive, Unit 104	0.8850%
1715 Homan Drive, Unit 105	0.8850%
1715 Homan Drive, Unit 106	0.9073%
1715 Homan Drive, Unit 107	1.0150%
1715 Homan Drive, Unit 108	0.8880%
1715 Homan Drive, Unit 201	0.8847%
1715 Homan Drive, Unit 202	0.9484%
1715 Homan Drive, Unit 203	1.0105%
1715 Homan Drive, Unit 204	0.8832%
1715 Homan Drive, Unit 205	0.8832%
1715 Homan Drive, Unit 206	0.9054%
1715 Homan Drive, Unit 207	1.0132%
1715 Homan Drive, Unit 208	0.8861%
1715 Homan Drive, Unit 301	0.8847%
1715 Homan Drive, Unit 302	0.9484%
1715 Homan Drive, Unit 303	1.0105%
1715 Homan Drive, Unit 304	0.8832%
1715 Homan Drive, Unit 305	0.8832%
1715 Homan Drive, Unit 306	0.9054%
1715 Homan Drive, Unit 307	1.0132%
1715 Homan Drive, Unit 308	0.8861%
1725 Homan Drive, Unit 101	0.7297%
1725 Homan Drive, Unit 102	0.7934%
1725 Homan Drive, Unit 103	0.8555%
1725 Homan Drive, Unit 104	0.7282%
1725 Homan Drive, Unit 105	0.7282%
1725 Homan Drive, Unit 106	0.7504%
1725 Homan Drive, Unit 107	0.8582%
1725 Homan Drive, Unit 108	0.7311%
1725 Homan Drive, Unit 201	0.7279%
1725 Homan Drive, Unit 202	0.7915%
1725 Homan Drive, Unit 203	0.8536%
1725 Homan Drive, Unit 204	0.7263%
1725 Homan Drive, Unit 205	0.7263%
1725 Homan Drive, Unit 206	0.7485%
1725 Homan Drive, Unit 207	0.8563%
1725 Homan Drive, Unit 208	0.7292%

1725 Homan Drive, Unit 301	0.7279%
1725 Homan Drive, Unit 302	0.7915%
1725 Homan Drive, Unit 303	0.8536%
1725 Homan Drive, Unit 304	0.7263%
1725 Homan Drive, Unit 305	0.7263%
1725 Homan Drive, Unit 306	0.7485%
1725 Homan Drive, Unit 307	0.8563%
1725 Homan Drive, Unit 308	0.7292%

1720 Homan Drive, Unit 101	0.7297%
1720 Homan Drive, Unit 102	0.7934%
1720 Homan Drive, Unit 103	0.8555%
1720 Homan Drive, Unit 104	0.7282%
1720 Homan Drive, Unit 105	0.7282%
1720 Homan Drive, Unit 106	0.7504%
1720 Homan Drive, Unit 107	0.8582%
1720 Homan Drive, Unit 108	0.7311%

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1720 Homan Drive, Unit 304	0.7263%
1720 Homan Drive, Unit 305	0.7263%
1720 Homan Drive, Unit 306	0.7485%
1720 Homan Drive, Unit 307	0.8563%
1720 Homan Drive, Unit 308	0.7292%

245 W. Joliet St., Unit 101	0.7297%
245 W. Joliet St., Unit 102	0.7934%
245 W. Joliet St., Unit 103	0.8555%
245 W. Joliet St., Unit 104	0.7282%
245 W. Joliet St., Unit 105	0.7282%
245 W. Joliet St., Unit 106	0.7504%
245 W. Joliet St., Unit 107	0.8582%
245 W. Joliet St., Unit 108	0.7311%

245 W. Joliet St., Unit 201	0.7279%
245 W. Joliet St., Unit 202	0.7915%
245 W. Joliet St., Unit 203	0.8536%
245 W. Joliet St., Unit 204	0.7263%
245 W. Joliet St., Unit 205	0.7263%
245 W. Joliet St., Unit 206	0.7485%
245 W. Joliet St., Unit 207	0.8563%
245 W. Joliet St., Unit 208	0.7292%

245 W. Joliet St., Unit 301	0.7279%
245 W. Joliet St., Unit 302	0.7915%
245 W. Joliet St., Unit 303	0.8536%
245 W. Joliet St., Unit 304	0.7263%
245 W. Joliet St., Unit 305	0.7263%
245 W. Joliet St., Unit 306	0.7485%
245 W. Joliet St., Unit 307	0.8563%
245 W. Joliet St., Unit 308	0.7292%

TOTAL

100.000%

4. That portion of Exhibit "A" to the Original Declaration which refers to the Shares of each Apartment Owner is hereby amended to reflect the percentages set forth above in the immediately preceding paragraph. All other portions of said Exhibit "A" shall remain unchanged.

5. Article VII.A. which is on page 12 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

A. Use of Apartments. The Apartments shall be used for single-family residences with no more than two (2) Persons per bedroom. No separate part of an Apartment may be rented. No trade, business, profession or other type of commercial activity may be conducted in any Apartment, or on or in any of the Common or Limited Common Areas, other than home professional pursuits without employees, public visits, or nonresidential storage, mail or other use of an Apartment.

6. Article VII.C. which is on pages 12-13 of the Original Declaration is hereby deleted in its entirety.

7. Article VII.H. which is page 13 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

H. Pets. Absolutely no pets shall be allowed in any Apartment except for fish and one bird per Apartment, provided that such pets are not kept, bred or maintained for any commercial purpose, and do not create a nuisance. An Apartment Owner may not keep any other animals, livestock or poultry in an Apartment, nor may any of the same be raised, bred or kept upon the Common or Limited Common Areas or Facilities or any portion of the Property.

8. Article VII.I. which is on page 14 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

I. Unconventional Vehicles. No boats, campers, trailers of any kind, buses, mobile homes, recreational vehicles, trucks having more than four (4) wheels, or any other unconventional vehicles of any description shall be permitted, parked or stored anywhere with the Property (except for temporary loading and unloading for periods not in excess of ten (10) hours), except in areas specially designated therefor by the Board of Directors or completely enclosed within a garage area. No vehicle of any kind is permitted which is not currently licensed, not in operating condition, or parked without being operated for longer than thirty (30) days without prior written Board approval.

9. Article VII.K. on pages 14-15 of the Original Declaration is hereby deleted in its entirety.

10. Article VIII on pages 15-17 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

VIII. LEASES OF APARTMENTS.

All leases must be in writing and be for a period of at least one (1) year. All leases must state that the rights of the tenant(s) and all occupants to use and occupy the Apartment are subject and subordinate to in all respects the provisions of this Declaration, the Indiana Horizontal Property Act, the Amended & Restated Articles of Incorporation, the Amended & Restated By-Laws, and the rules and regulations promulgated by the Board of Directors, all as the same may be amended from time to time. The Owner shall deliver such documents to the tenant(s) prior to the effective date of the lease. A copy of all leases must be furnished to the Corporation at the time of leasing. The tenant(s) and Owner of any Apartment shall be jointly and severally liable for any default or violation of any of the provisions of this Declaration, the Indiana Horizontal Property Act, the Amended & Restated Articles of Incorporation, the Amended & Restated By-Laws, and the rules and regulations, as the same may be amended from time to time.

11. Article IX.A. on page 17 of the Original Declaration refers to the Articles of Incorporation of the Le Jardin Condominium Association, Inc. which were attached as Exhibit "B" to the Original Declaration. Said Articles of Incorporation in Exhibit "B" are hereby deleted in their entirety and replaced with the Amended & Restated Articles of Incorporation for Le Jardin

Condominium Association, Inc. which are attached to these Amendments and identified as Exhibit "B".

12. Article IX.B. on page 17 of the Original Declaration refers to the By-Laws of the Le Jardin Condominium Association, Inc. which were attached as Exhibit "C" to the Original Declaration. Said By-Laws in Exhibit "C" are hereby deleted in their entirety and replaced with the Amended & Restated By-Laws for Le Jardin Condominium Association, Inc. which are attached to these Amendments and identified as Exhibit "C".

13. Article XIII. on pages 25-28 of the Original Declaration is hereby deleted in its entirety and replaced with the following:

XIII. ASSESSMENTS.

A. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Apartment by acceptance of a deed therefor, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Corporation: (1) Annual Assessments; and (2) Special Assessments, such assessments to be established and collected as hereinafter provided. The Annual and Special Assessments, together with interest, late fees, costs, reasonable attorney's fees, and any other obligation which may be charged to an Apartment Owner pursuant to this Declaration, shall be a charge on the Apartment, and shall be a continuing lien upon the property against which each such assessment or charge is made. Each such assessment or charge, together with interest, late fees, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Apartment Owner of such property at the time when the assessment fell due.

B. Annual Budget. The annual budget as approved by the Board of Directors shall be the basis for the Annual Assessments (hereinafter defined) for the ensuing fiscal year. In addition to meeting the estimated cash requirements for the Common Expenses (except for those expenses attributable to the garage facilities, as more fully described in Article III.C. below), the annual budget and the Annual Assessments shall be established to include the establishment and maintenance of an adequate replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used only for those purposes and not for usual and ordinary repair expenses of the Property. Such reserve fund shall be maintained in a separate interest bearing account with a bank or savings and loan association

authorized to conduct business in Lake County, Indiana. The failure or delay of the Board of Directors to prepare a budget and furnish a copy thereof to the Apartment Owners shall not constitute a waiver or release in any manner of such Apartment Owners' obligation to pay the Common Expenses as herein provided, whenever determined, and in the absence of an annual budget, the Apartment Owners shall continue to pay the then existing monthly assessment until such new annual budget and monthly assessment is established.

C. Annual Assessments. Promptly following the adoption of the annual budget, the Board of Directors shall give written notice of the assessment based upon the annual budget against each respective Apartment based on its Share as set forth in Article III hereof (herein called the "Annual Assessment"). The Annual Assessment against each Apartment shall be assessed on a fiscal year basis beginning on January 1st of each year and shall be due and payable in equal monthly installments, in advance, on the first day of each month.

The Board of Directors shall also have the power and authority to make a determination as to that portion of the annual budget of estimated Common Expenses which are attributable to the garage facilities, and to add an appropriate amount to the Annual Assessments for all such expenses against only those Apartments to which the parking spaces in the garage facilities are appurtenant as Limited Common Areas. Such added amount would become a part of the Annual Assessments of such Apartments.

Payment of the monthly installments of the Annual Assessment shall be made to the Board of Directors or the Managing Agent, or otherwise, as directed by the Board of Directors. The Annual Assessment shall automatically become a lien on that Apartment on the date it is due and payable. The Secretary of the Corporation shall, upon due request and for a reasonable charge, cause to be furnished a certificate setting forth whether the Annual and Special Assessments on a designated Apartment have been paid, or the amount of any unpaid and delinquent Annual or Special Assessments.

D. Special Assessments. From time to time, Common Expenses of an unusual or extraordinary nature or otherwise not anticipated may arise. At such time, the Board of Directors shall have the full right, power and authority to make and levy special assessments which, upon resolution of the Board of Directors, shall

become a lien on each Apartment, prorated in accordance with the percentage Share of each Apartment (herein called "Special Assessment"). The Board shall also have the full right power, and authority to levy a Special Assessment applicable to only one Apartment and its Owner(s) for such Apartment Owner's failure to comply with the terms and conditions set forth in this Declaration, the By-Laws, the Indiana Horizontal Property Act, and/or the rules and regulations promulgated by the Board of Directors which results in liquidated damages being assessed by the Board in accordance with the By-Laws.

E. Failure of Owner to Pay Assessments. No Apartment Owner may exempt himself or herself from paying Annual or Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and Limited Common Areas and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or Limited Common Areas, or by abandonment of the Apartment belonging to such Apartment Owner. Each Apartment Owner shall be personally liable for the payment of all Annual and Special Assessments. Where the Apartment Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Apartment Owner shall fail, refuse or neglect to make any payment of any Annual or Special Assessments when due, the lien for such assessment on the Owner's Apartment may be foreclosed by the Board for and on behalf of the Corporation as provided by law. Upon the failure of an Apartment Owner to make payments of any Annual or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may (1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment, (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary, (3) suspend such Apartment Owner's right to use the Recreational Facilities within Le Jardin and any other part of the Common Area as provided in the Indiana Nonprofit Corporation Act of 1991, as amended, and (4) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended. In any action to foreclose the lien for any Assessments, the Apartment Owner and any occupant of the Apartment shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Apartment, and the Board shall be entitled to the

appointment of a receiver for the purpose of preserving the Apartment and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Annual or Special Assessments. If the Board of Directors files a foreclosure action to collect the unpaid assessments, the Board, on behalf of the Corporation, shall have the power to bid on the Apartment at the foreclosure sale, and to acquire and hold, lease, mortgage and convey title thereto. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Annual or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover a Annual or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees and court costs, from the Owner of the respective Apartment.

F. Subordination of the Lien to Mortgages. The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Property subject to assessment. Notwithstanding anything contained in this section or elsewhere in this Declaration or the By-Laws, any sale or transfer of a Apartment 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 the manner provide by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Annual or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Apartment Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Apartment or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Annual or Special Assessments thereafter becoming due or from the Lien therefor. Such unpaid share of any Annual Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Apartment from which it arose).

14. Article XX, which is on pages 35-36 of the Original Declaration is hereby deleted in its entirety.

15. Definitions. The definitions of terms defined in the Original Declaration or By-Laws as used herein shall be applicable to these Amendments to the Declaration as well as to the exhibits attached hereto consisting of the Amended & Restated Articles of Incorporation and the Amended & Restated By-Laws, unless terms are otherwise expressly defined herein or in the exhibits hereto.

16. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Apartment shall constitute a ratification of these Amendments and the exhibits attached hereto, together with the Original Declaration and any rules and regulations adopted pursuant thereto, and all such provisions shall be covenants running with the land and shall bind and person or entity having at any time any interest or estate in an Apartment or the Property as is such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

17. Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the Amendments to the Declaration as contained herein, as well as for the amendment and restatement of the Articles of Incorporation and By-Laws of the Le Jardin Condominium Association, Inc. as the same are attached hereto as Exhibits "B" and "C", respectively, have been fulfilled and satisfied.

EXECUTED on the 5th day of January, ~~2004~~ 1995

Le Jardin Condominium Association, Inc.,
an Indiana Nonprofit Corporation

By: Ed Traher
Ed Traher, President

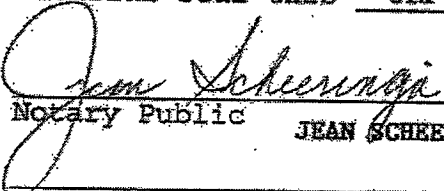
ATTEST:

Mary Ann Korwek
Mary Ann Korwek, Secretary

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me a Notary Public in and for said County and State, personally appeared Ed Traher and Mary Ann Korwek, the President and Secretary of Le Jardin Condominium Association, Inc., who acknowledged execution of the foregoing Amendments to the Le Jardin Condominium Declaration of Condominium and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 6TH day of JANUARY, 1994.


Notary Public JEAN SCHEERINGA
Signature

My Commission Expires:

12-26-97

Residence County: LAKE

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November 18, 1994

This instrument prepared by and should be returned to P. Thomas Murray, Jr., Attorney at Law, P.O. Box 501040, Indianapolis, IN 46250. (317) 842-8550.