

AMENDMENT OF DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION AND BY-LAWS OF
LaSALLE'S WOODS CONDOMINIUM

2021000717 AMND COV \$25.00
01/12/2021 12:59:53P 3 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

This amendment amends the following documents:

1. Declaration of Condominium for LaSalle's Woods – Phase I Condominium filed for record October 24, 1974, recorded in Miscellaneous Record Book 88, pages 117 through 188, in the office of the Recorder of Monroe County, Indiana and all phases and amendments subsequent thereto.
2. Articles of Incorporation of LaSalle's Woods Association of Owners, Inc., approved by the Indiana Secretary of State on January 4, 1993, and all amendments thereto.
3. Bylaws of LaSalle's Woods – Phase I Association of Owners dated the 19th day of January 1993 and all amendments thereto.

This Amendment is as follows:

Notwithstanding any language to the contrary in the three (3) documents listed above, each document shall contain the following provision:

- (A) Each Unit Owner shall be responsible for insuring, maintaining, repairing, and replacing at his/her sole cost and expense all portions of the Unit within the exterior walls thereof, decks, balconies, and the limited common areas appertaining to the Unit including (but not limited to): the heating and air conditioning system (including filters) for the Unit, all bathroom and kitchen fixtures, water heaters, water purification systems, garbage disposals, plumbing supply lines, stereo or sound system, computer or video system, alarm system, appliances, cabinets, light fixtures, electrical switches and outlets (including branch wiring), interior non-load bearing walls, wall coverings, screens, glass, ceiling, ceiling fans, floor coverings, drapes, insulation, and other items with the Unit, whether structured or non-structured, ordinary or extraordinary. Additionally, all damages to the Common Areas, Facilities, and other Units, intentionally or negligently caused by the Unit Owner, his/her family, guests, agents, servants, lessees, employees, or contractors shall be promptly repaired by the

subject Unit Owner at his/her sole cost and expense. If the Unit Owner fails to make those repairs within thirty (30) days from written demand by the Board of Directors (formerly Board of Administrators), the same may be repaired by the Board and the costs thereof assessed against the unit owned by the subject Unit Owner.

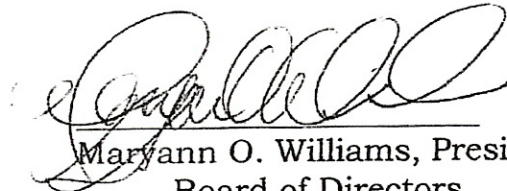
(B) The Board of Directors (formerly the Board of Administrators) shall be responsible for insuring, maintaining, and repairing all portions of the Common Areas and Facilities, including the exterior walls, roofs, and load bearing walls of each Unit, except as provided in Section (A) above, unless necessitated by the negligence, misuse or neglect of a Unit Owner, his/her family, guests, agents, servants, lessees, employees, or contractors in which case such expenses shall be charged to the Unit Owner.

(C) The members of the Board of Directors (formerly the Board of Administrators) shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful conduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the homeowner association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors (formerly the Board of Administrators) shall have no personal liability with respect to any contract made by them on behalf of the homeowner association, except to the extent that they are Unit Owner(s). It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors (formerly the Board of Administrators), or out of the aforesaid indemnity in favor of the members of the Board, shall be limited to such proportion of the total liability thereunder as his/her interest in the Common Areas and Facilities bears to the interests of all the Unit Owners in the Common Areas and Facilities. Every agreement made by the Board or by the managing agent on behalf of the homeowner association shall

provide that the members of the Board of Directors (formerly the Board of Administrators), or the managing agent, as the case may be, are acting only as agents for the Unit Owners (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability as his interest in the Common Areas and Facilities bears to the interest of all Unit Owners in the Common Areas and Facilities.

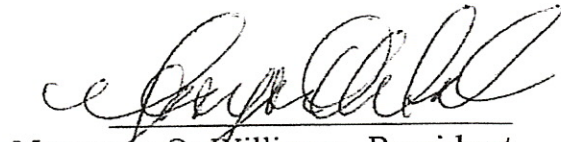
This Amendment to the above Declaration of Condominium, Articles of Incorporation, and Bylaws is necessitated due to conflicts or omissions in the language contained in said documents. Any language in said document in conflict with this Amendment is hereby changed so as to confirm to this Amendment. All other terms in said documents shall remain in full force and effect.

Approved by the Board of Directors (formerly the Board of Administrators) on this 3rd day of September 2020.


Maryann O. Williams, President
Board of Directors

Approved by the vote of Unit Owners in good standing of 81/106 in favor and 4 against the Amendment.

Dated: December 29, 2020


Maryann G. Williams, President
Board of Directors

This instrument prepared by Robert Delano Jones, Jones McGlasson Arter & Siefers, P.O. Box 279, 205 South Walnut Street, Bloomington, Indiana 47402-0279, attorney at law. I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.