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- This page has been added for recording purposes due to IC 36-2-11-16.5 requirements not met.
- There is NO room on the document for the proper Recorder and Assessor recordation stamps.

IC 36-2-11-16.5

Requirements for instrument or document presented for recording Sec. 16.5. (a) This section does not apply to the following:

- (1) A judgment, an order, or a writ of a court.
- (2) A will or death certificate.
- (3) A plat.
- (4) A survey.

(b) The county recorder may receive for record an instrument or a document without collecting the additional fee described in subsection (c) if:

- (1) the instrument or document consists of at least one <sup>(1)</sup> individual page measuring not more than eight and one-half (8 1/2) inches by fourteen (14) inches that is not permanently bound and is not a continuous form;
- (2) the instrument or document is on white paper of at least twenty (20) pound weight and has clean margins:
  - (A) on the first and last pages of at least two (2) inches on the top and bottom and one-half (1/2) inch on each side; and
  - (B) on each additional page of at least one-half (1/2) inch on the top, bottom, and each side; and
- (3) the instrument or document is typewritten or computer generated in black ink in at least 10 point type.

(c) For each instrument or document presented for recording that does not conform to the requirements of subsection (b), the recorder may attach additional pages, as needed, and collect one dollar (\$1) for each nonconforming page.

*As added by P.L.211-1996, SEC.5.*

There is a \$3.00 fee for this page.



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DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**FIRST AMENDMENT TO DECLARATION OF  
LANDMARK AT LOCKERBIE CONDOMINIUM**



This First Amendment to Declaration of Landmark at Lockerbie Condominium ("First Amendment") is made and entered into as of the 2 day of October, 2014, by Lockerbie Partners, LLC, an Indiana limited liability company ("Declarant") for itself, and on behalf of its successors, grantees, and assigns, WITNESSETH THAT:.

WHEREAS, Declarant executed that certain Declaration of Landmark at Lockerbie Condominium dated March 22, 2010, and recorded on April 14, 2010, as Instrument No. 2010-33158 in the Office of the Recorder of Marion County, Indiana (as amended and supplemented from time to time, the "Declaration");

WHEREAS, Declarant desires to clarify its original intent with regard to the Condominium Unit addresses identified in Exhibit D to the Declaration;

WHEREAS, Subparagraph 18(g) of the Declaration provides that Declarant shall have the right, acting alone and without the consent or approval of the Co-owners, the Corporation, the Board of Directors, any Mortgagees or any other person or entity at any time prior to the Applicable Date, to amend or supplement the Declaration from time to time if such amendment is necessary to correct clerical or typographical errors or to clarify Declarant's original intent.

NOW, THEREFORE, Declarant in accordance with the provisions of the Declaration, make this First Amendment and hereby amend and supplement the Declaration in the manner hereinafter provided:

1. Recitals. The foregoing recitals are true and correct and incorporated as if fully set forth herein. All terms used in this First Amendment with initial capital letters (and not otherwise defined in this First Amendment) shall have the meanings herein as in the Declaration.
2. Exhibit D. Exhibit D of the Declaration is amended and restated in its entirety and replaced with Exhibit D of this First Amendment:
3. Effect of Amendment. The provisions of this First Amendment shall be covenants running with the land and shall be binding upon all persons and entities from time to time having a right, title and interest in the Property or any part thereof and all persons claiming under them, as more particularly provided in the Declaration.
4. Declaration Continuous. Except as expressly amended by this First Amendment, the terms and provisions of the Declaration shall remain in full force and effect. All Exhibits to this First Amendment are incorporated herein by this reference.
5. Cross-Reference. This First Amendment shall be cross-referenced to the Declaration, which was recorded as Instrument No. 2010-33158 in the Office of the Recorder of Marion County, Indiana.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed as of the day and year first above written.

DECLARANT:

LOCKERBIE PARTNERS, LLC,  
an Indiana limited liability company

By: \_\_\_\_\_  
Printed: Gary L. Levine  
Title: Manager

STATE OF INDIANA  
COUNTY OF MARION

Before me, a Notary Public in and for the State of Indiana, personally appeared Gary L. Levine, the Manager of Lockerbie Partners, LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing instrument on behalf of said limited liability company, and who, having been duly sworn, stated that any representations contained therein are true.

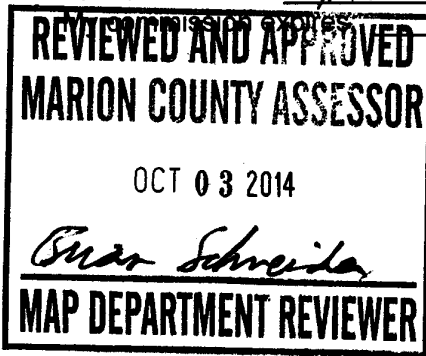
WITNESS my hand and Notarial Seal this 2 day of October, 2014.



Mickey Hill  
Notary Public

Mickey Hill  
Printed Name, Notary Public

I am a resident of Marion County, Indiana  
6/27/17



This instrument was prepared by Blake J. Schulz, Attorney at Law, Faegre Baker Daniels LLP, 600 East 96<sup>th</sup> Street, Suite 600, Indianapolis, Indiana 46240.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law: Blake J. Schulz.

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This document prepared for the

**EXHIBIT D**

**Landmark at Lockerbie Condominiums  
Percentage Ownership Interest for Each Condominium Unit**

| Condominium Unit                   | Condominium Unit Area<br>(Net Square Feet) | Percentage Ownership<br>Interest of Condominium<br>Unit in the Common Areas |
|------------------------------------|--|---|
| 101 (addressed as 220 N. East St.) | 1988.11                                    | 5.343%  |
| 102 (addressed as 222 N. East St.) | 1640.87                                    | 4.409%  |
| 103 (addressed as 222 N. East St.) | 1795.68                                    | 4.825%  |
| 104 (addressed as 222 N. East St.) | 1795.68                                    | 4.825%  |
| 105 (addressed as 222 N. East St.) | 1654.11                                    | 4.445%  |
| 106 (addressed as 222 N. East St.) | 1509.44                                    | 4.056%  |
| 107 (addressed as 222 N. East St.) | 1811.24                                    | 4.867%  |
| 108 (addressed as 222 N. East St.) | 1829.76                                    | 4.917%  |
| 109 (addressed as 222 N. East St.) | 1625.95                                    | 4.369%  |
| 110 (addressed as 224 N. East St.) | 1988.11                                    | 5.343%  |
| 201 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 202 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 203 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 204 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 205 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 206 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 207 (addressed as 222 N. East St.) | 1119.06                                    | 3.007%  |
| 208 (addressed as 222 N. East St.) | 1277.44                                    | 3.433%  |
| 209 (addressed as 222 N. East St.) | 1318.75                                    | 3.544%  |
| 210 (addressed as 222 N. East St.) | 1299.78                                    | 3.493%  |
| 211 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 212 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 213 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 214 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 215 (addressed as 222 N. East St.) | 1215.27                                    | 3.266%  |
| 216 (addressed as 222 N. East St.) | 1191.10                                    | 3.201%  |
|                                    |  |   |
| <b>Total Number of Units = 26</b>  | <b>37,213.05</b>                           | <b>100.000%</b>   |

Lockerbie Docs Schedule D Revised 10-02-2014

Locker IC 36-2-7