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ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN



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ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN~~

DOCUMENT

COVER PAGE

① Snow Sauerberg Box

25

X This document is re-recorded to correct a scrivener's error to change the preparing party from Leonard J. Helfrich to read as follows:

"Prepared By, and:

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.

AMENDMENT NO. 21

Paul O. Sauerteig

TO DECLARATION AND PLANS OF AWB CONDOMINIUM

THIS AMENDMENT NO. 21 TO DECLARATION AND PLANS OF AWB CONDOMINIUM ("Amendment") is made as of the 17th day of November 2020, under the following circumstances:

WITNESSETH:

WHEREAS, The Declaration of AWB Holdings, LLC is dated the 23rd day of April, 2012 and recorded April 26, 2012 at Document No. 2012022148 in the Office of the Recorder of Allen County, Indiana ("Original Declaration"); and ✓

WHEREAS, the Original Declaration pertains to a condominium development comprising commercial unit owners and residential unit owners within a fifteen (15) story building commonly known as the Anthony Wayne Building, with an accompanying covered parking garage and other common area amenities located in downtown Fort Wayne, Indiana; and

WHEREAS, the Original Declaration has been amended twenty (20) separate times since its original recording, with the last amendment being Amendment No. 20 to Declaration and Plans of AWB Condominium dated January 21, 2020 and recorded January 31, 2020 at Document No. 2020006474 in the Office of the Recorder of Allen County, Indiana (the Original Declaration, Amendment No. 20, and all amendments to the Original Declaration which are recorded in the Office of the Recorder of Allen County, Indiana being collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Section 7(b) of the Original Declaration, Parking Spaces, as defined therein, as part of the Limited Common Areas, were to be designated to the exclusive use of Condominium Units, and although some Parking Spaces were designated to some Condominium Units in prior amendments to the Declaration, other Condominium Units did not receive a designation in a prior Amendment; and

WHEREAS, the Owners (used herein as defined in the Original Declaration) and Corporation (AWB Owners Association, Inc., as defined in the Original Declaration) wish to set forth those individual designations at this time, as well as establish the number of Parking Spaces designated per Condominium Unit, and establish a procedure for the proper recording of the parking designations in the future; and

WHEREAS, also pursuant to Section 7(b) of the Original Declaration, the Developer (as defined in the Original Declaration) has not assigned all Parking Spaces within the Limited Common Area of the garage and the Owners and Corporation wish to affirm its continued right to lease a Parking Space to a lessee of Declarant, or designate such Parking Spaces to a future

grantee of a conveyance of any of its Condominium Units, and the Corporation wishes to establish a procedure for the proper recording of the parking designations in the future; and

WHEREAS, the Association has caused an updated and corrected Parking Garage Site Plan to be created and wishes to record it with this Amendment; and

WHEREAS, a meeting of the Owners was held November 17, 2020 for the purpose of approving this Amendment with notice being given to the Owners and any Mortgagee holding a first Mortgage of any Condominium Unit pursuant to Section 18(d) of the Declaration and no less than sixty-seven percent (67%) in the aggregate Percentage Vote of the Owners of the Residential Units and no less than sixty-seven percent (67%) in the aggregate Percentage Vote of the Owners of the Commercial Units approved the terms and provisions of this Amendment; and

WHEREAS, Declarant joins in this Amendment for the purpose of providing formal acquiescence to the terms and conditions herein together.

NOW, THEREFORE, in consideration of the foregoing, no less than sixty-seven percent (67%) in the aggregate Percentage Vote of both the Owners of the Residential Units and the Owners of the Commercial Units, together with the Association and the Declarant, agree as follows:

1. **Incorporation of Recitals / Defined Terms.** The recitals above are incorporated herein. All defined terms, unless otherwise indicated by this Amendment, shall have the meaning as set forth in the Declaration.
2. **Revised Parking Garage Site Plan.** The Parking Garage Site Plan attached hereto as Exhibit A is adopted and supersedes any earlier plan recorded.
3. **Establishment of Parking Designations.** Pursuant to Section 7(b) of the Original Declaration, the attached Exhibit B sets out the Parking Space designations for each of the currently existing Condominium Units, and the number of Parking Spaces allocated to each Condominium Unit. To the extent that there is a change in the Parking Space(s) designated in a prior Amendment(s) to a Condominium Unit, the attached Exhibit supersedes any such prior designation. To the extent the attached Exhibit lists a same Parking Space which was designated in a prior Amendment, the attached Exhibit affirms that prior designation. Also pursuant to Section 7(b) of the Original Declaration, the parties affirm that an Owner of a Condominium Unit for which a Parking Space or Spaces has been designated shall have the exclusive use of such Parking Space(s), and that the right to use a designated Parking Space shall be linked to, and may not be separated from, ownership of the corresponding Condominium Unit. No future amendment to the Declaration may in any way alter the number and location of the Parking Spaces designated in Exhibit B without the written consent and approval of the Owner of the Condominium Unit whose right to the exclusive use of said designated Parking Space would be affected by such amendment.

4. **Developer right to lease or sell undesignated Parking Spaces.** The parties acknowledge that Developer has retained certain Parking Spaces as set out on Exhibit **B** and retains the right to lease the same to an Owner or its tenants, or to convey the same to others, either individually to another Owner or with the conveyance of a Condominium Unit it may sell, all as provided in Section 7(b) of the Original Declaration.

5. **Future conveyances.** The parties agree that, in the future, the Corporation shall maintain an accurate list of Parking Spaces as designated herein and in future conveyances.

Developer Conveyance

For purposes of conveyances by Developer described in Section 4 above, Developer agrees that it will include in the description of the subject of a Purchase and Sale Agreement for a Condominium Unit the designation of the individual Parking Spaces it is including in such conveyance to a prospective Condominium Owner, and that Developer will provide the Corporation with satisfactory evidence of such conveyance, including the numbers of the Parking Spaces so designated, using the Parking Garage Site Plan attached hereto as Exhibit **A**. Declarant agrees to make clear to a prospective Condominium Owner that the conveyance of the Parking Spaces is of their designation within the Limited Common Area of the Anthony Wayne Building garage, and not a fee simple title. Developer may also convey just the designation of a Parking Space to an existing Condominium Owner, and Developer agrees to comply with the procedure set out above.

Owner Conveyance

Similarly, for purposes of conveyances by an Owner of his/her/their Condominium Unit, such Owner/Seller agrees that he/she/they will include in the description of the subject of a Purchase and Sale Agreement for a Condominium Unit the designation of the individual Parking Spaces it is including in such conveyance to a third party, as set out in Exhibit **B**, and that such Owner will provide the Corporation with satisfactory evidence of such conveyance. Owner/Seller agrees to make clear to a buyer that the conveyance of the Parking Spaces is of their designation with the Limited Common Area of the Anthony Wayne Building garage, and not a fee simple title.

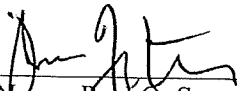
All Owners acknowledge that each Parking Space must be appurtenant to a Condominium Unit, as provided in the Declaration. If an Owner of Parking Spaces is unable to sell his/her/its Parking Spaces to an existing Condominium Owner or to the Corporation coincident with the sale of his/her/its Condominium Unit, such Owner may retain and/or lease the Parking Spaces subject to all other provisions of the Declaration pertaining to the Parking Spaces until such time as he/she/it is able to effect such a sale to a Condominium Owner or to the Corporation. In such a case, an owner of such Parking Spaces which are temporarily not appurtenant to a Condominium Unit shall not have a Percentage Interest in the Building or the Common Areas and shall not have a right to a Percentage Vote in any matter brought before the Corporation.

6. **Remaining Terms and Provisions.** Except as modified, amended, or deleted pursuant to the terms of this Amendment, the remaining terms and provisions of the Declaration shall remain in force and effect. In the event of any conflict between the terms of the Declaration and this Amendment, the terms and conditions of this Amendment shall control.

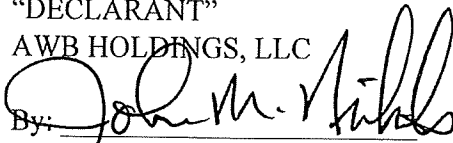
7. **Applicable Consent.** The undersigned, on behalf of the Association, affirm that no less than sixty-seven percent (67%) in the aggregate of the Percentage Vote of both the Owners of the Residential Units and the Owners of the Commercial Units approved this Amendment following a meeting of the Owners held on January, 21 2020 after notice of such meeting was provided to the Owners pursuant to the terms and conditions of the Declaration and the Bylaws.

IN WITNESS WHEREOF, this Declaration is executed as of the date set forth above and is to be deemed effective upon its recording with the Allen County, Indiana Recorder's Office.


"ASSOCIATION"
AWB OWNERS ASSOCIATION, INC.

By: 
Printed Name: Paul O. Sauerteig
Its: Vice-President

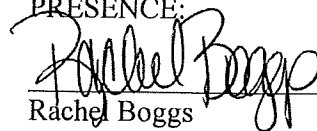
"DECLARANT"
AWB HOLDINGS, LLC

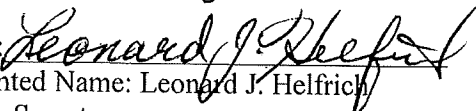
By: 
Printed Name: John M. Nichols
Its: Manager

EXECUTED AND DELIVERED IN MY
PRESENCE:

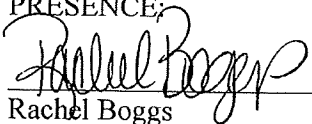

Rachel Boggs

EXECUTED AND DELIVERED IN MY
PRESENCE:


Rachel Boggs

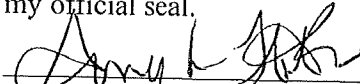
By: 
Printed Name: Leonard J. Helfrich
Its: Secretary

EXECUTED AND DELIVERED IN MY
PRESENCE:


Rachel Boggs

STATE OF INDIANA)SS:
COUNTY OF ALLEN)

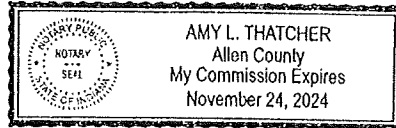
Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of December, 2020, personally appeared: **Paul O. Sauerteig**, and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



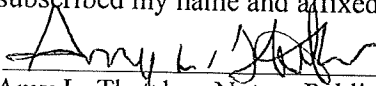
Amy L. Thatcher, Notary Public
My Commission Expires: November 24, 2024

Resident of Allen County
Commission Number: 691269

STATE OF INDIANA)SS:
COUNTY OF ALLEN)



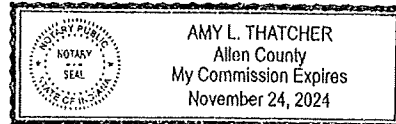
Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of December, 2020, personally appeared: **Rachel Boggs**, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Paul O. Sauerteig** in the foregoing subscribing witness' presence. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



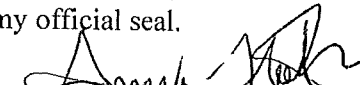
Amy L. Thatcher, Notary Public
My Commission Expires: November 24, 2024

Resident of Allen County
Commission Number: 691269

STATE OF INDIANA)SS:
COUNTY OF ALLEN)

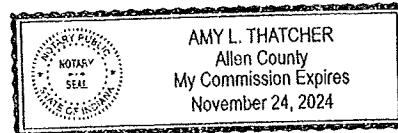


Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of December, 2020, personally appeared: **Leonard J. Helfrich**, and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Amy L. Thatcher, Notary Public
My Commission Expires: November 24, 2024

Resident of Allen County
Commission Number: 691269



STATE OF INDIANA)SS:

COUNTY OF ALLEN)

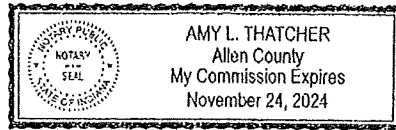
Before me, the undersigned, a Notary Public in and for said County and State, this 2nd day of December, 2020, personally appeared: **Rachel Boggs**, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Leonard J. Helfrich** in the foregoing subscribing witness' presence. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Amy L. Thatcher
Amy L. Thatcher, Notary Public
My Commission Expires: November 24, 2024

Resident of Allen County
Commission Number: 691269

STATE OF INDIANA)SS:

COUNTY OF ALLEN)



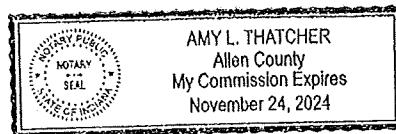
Before me, the undersigned, a Notary Public in and for said County and State, this ___ day of December, 2020, personally appeared: **John M. Nichols**, and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Amy L. Thatcher
Amy L. Thatcher, Notary Public
My Commission Expires: November 24, 2024

Resident of Allen County
Commission Number: 691269

STATE OF INDIANA)SS:

COUNTY OF ALLEN)



Before me, the undersigned, a Notary Public in and for said County and State, this ___ day of December, 2020, personally appeared: **Rachel Boggs**, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **John M. Nichols** in the foregoing subscribing witness' presence. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Amy L. Thatcher
Amy L. Thatcher, Notary Public
My Commission Expires: November 24, 2024

Resident of Allen County
Commission Number: 691269

Prepared By, and:

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.

Leonard J. Helfrich

(NAME PRINTED, STAMPED OR signed w/print)

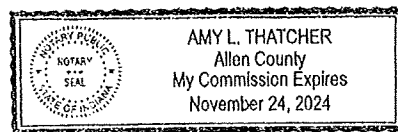
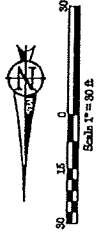
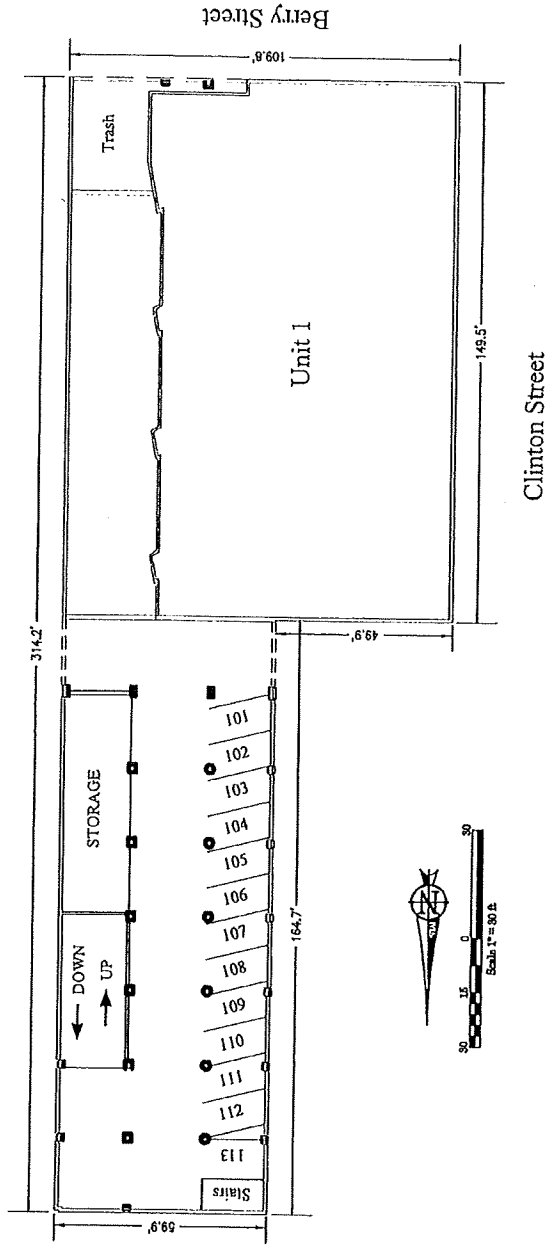


EXHIBIT A

Parking Garage Site Plan

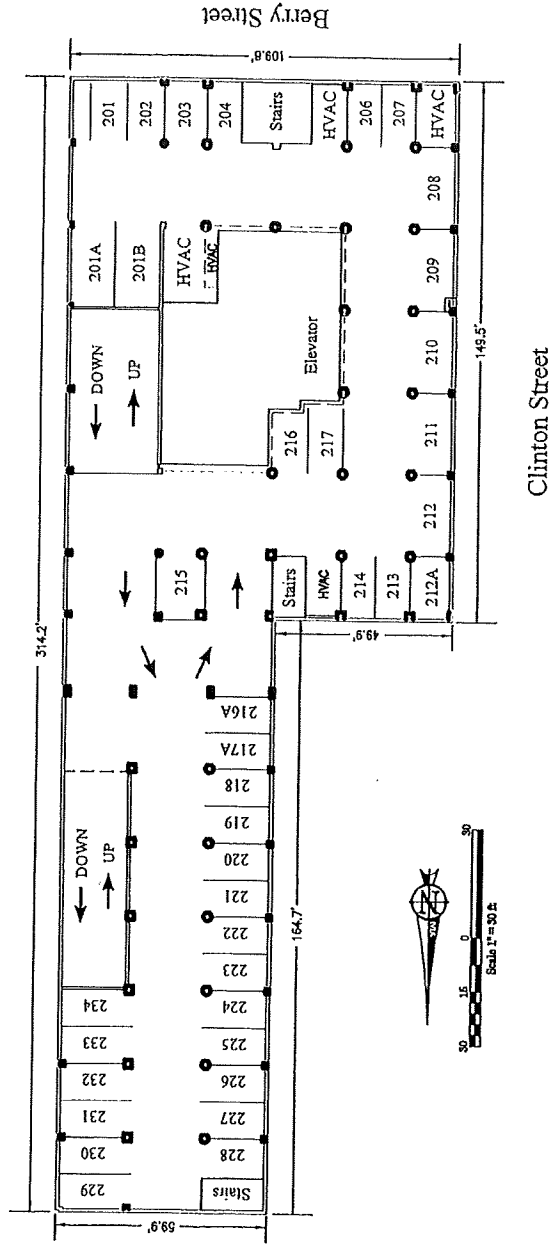
Five pages following

AWB CONDOMINIUM 1st Floor

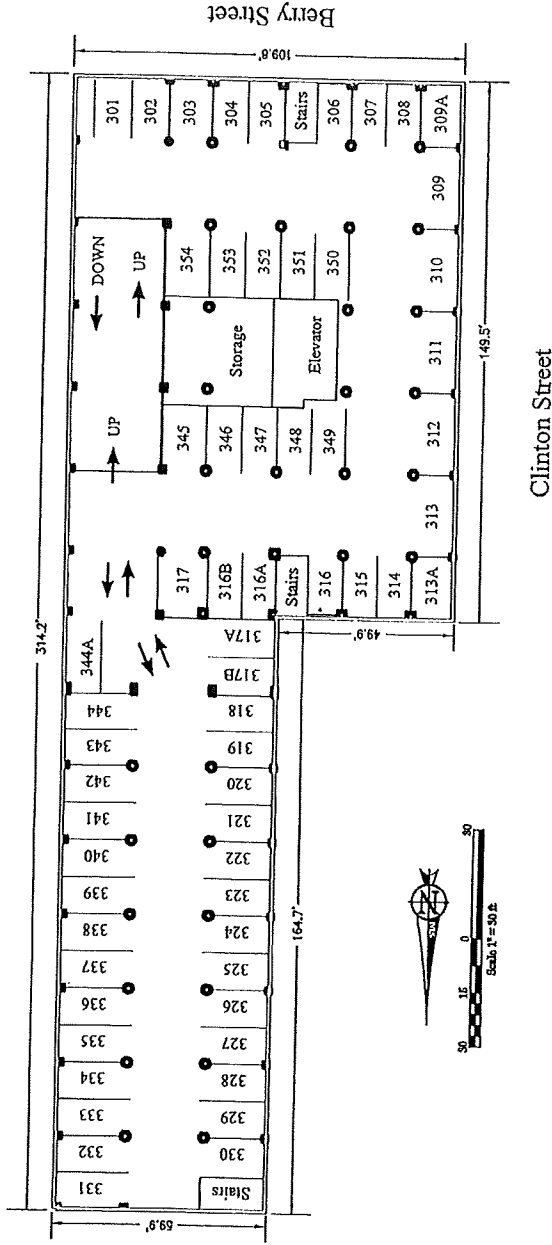


Date: October 8, 2020

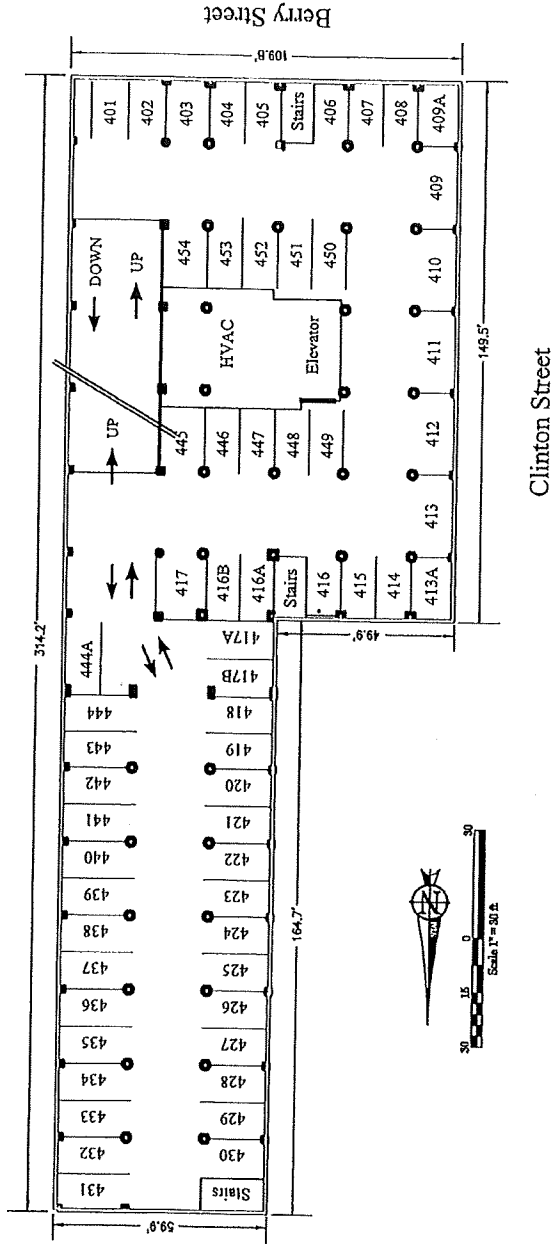
AWB CONDOMINIUM 2nd Floor



AWB CONDOMINIUM 3rd Floor

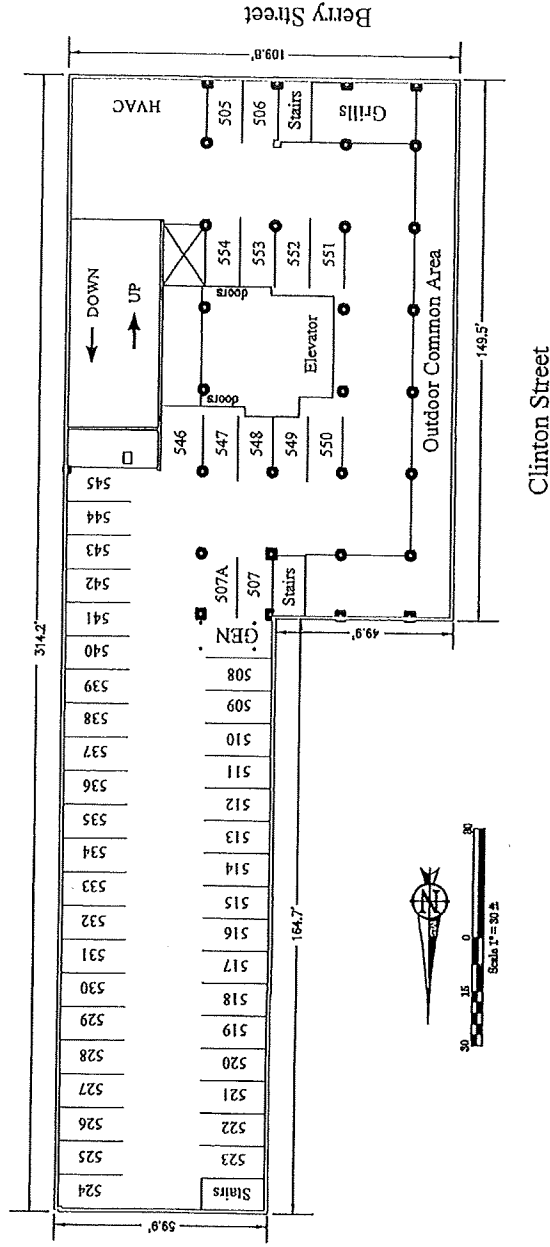


AWB CONDOMINIUM 4th Floor



Date: October 8, 2020

AWB CONDOMINIUM 5th Floor



Date: October 8, 2020

EXHIBIT B

Parking Designations

Three pages following

Exhibit B

Anthony Wayne Building Parking Designations

Residential Owners, by Suite

Suite	Parking Spot Designations
801	416A, 417
802	201A, 201B
804	312, 313, 313A
805	422, 423
807	426, 427
901	203, 406
902	405, 407
904	412, 413, 413A
905	204, 431, 432
1001	414, 415
1004	411, 416, 448, 449
1005	409, 409A, 444A
1007	417A, 417B
1201	428, 429
1204	350, 351, 352, 353, 354
1205	420, 421
1207	315, 316A, 316B
1301	304, 305, 332, 333, 334, a sixth parking space to be designated
1304	331
1305	424, 425
1307	344A, 418, 419
1401	317A, 317B, 318, 319
1404	209, 210, 211
1405	326, 327
1407	445, 446
1501	306, 307, 308
1504	450, 451, 452
1505	410, 454
1507	328, 329

Commercial Owners, by Suite or Entity

Suite or Owner	Parking Spot Designations
004	None
101	108, 109, 110, 111, 112
104	215, 229, 230, 231, 232, 233, 234, 529, 530, 531, 532, 533
107	None
600	None
701	None
702A	None
702B	None
704	212, 212A, 213, 214, 216, 217, 219, 220, 221, 222
705	201, 202
706	None
707	None
907	None
1100	206, 207, 208, 301, 302, 303, 309, 309A, 310, 311, 314, 317, 320, 321, 322, 323, 324, 345, 346, 347, 348, 349, 401, 402, 403
AWB Holdings LLC	105, 106, 107, 539, 540, 541, 542, 543 113 223, 224, 225, 226, 227, 228, 435, 436, 505, 506, 507, 509, 510, 511, 512, 513 316, 325, 336, 337, 338, 339, 340, 341, 342, 343, 344, 404, 408, 437, 438, 444, 453 330 335, 430, 433, 434 416B, 439, 440, 441, 442, 443, 544, 545, 547, 548, 549, 550 508, 537 514, 515, 516, 517, 518, 519, 520, 521, 522, 534, 535, 536

	526, 527, 528 551, 552, 553, 554 507A, 538
AWB Owners Association, Inc.	101, 102, 103, 104, 216A, 217A, 218, 447, 523, 524, 525, 546