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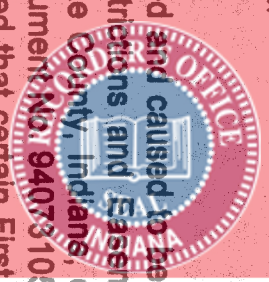
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MARGARETTE C. STELAND  
RECORDER

SECOND SUPPLEMENTAL AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
THE TOWNHOMES AT WESTWOOD ESTATES  
IN MERRILLVILLE, LAKE COUNTY, INDIANA

This Second Supplemental Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Townhomes at Westwood Estates in Merrillville, Lake County, Indiana (the "Second Supplemental Declaration") is made as of the 10th day of August, 1995, by Westwood Partnership, an Indiana general partnership (the "Declarant"), as owner of record of the real estate subject to this Second Supplemental Declaration.

WITNESSETH:



WHEREAS, the Declarant heretofore executed and caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Townhomes at Westwood Estates in Merrillville, Lake County, Indiana, dated October 20, 1994 and recorded on October 26, 1994 as Instrument No. 94073105, in the Office of the Recorder of Lake County, Indiana, as amended that certain First Supplemental Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for The Townhomes at Westwood Estates in Merrillville, Lake County, Indiana, dated April 12, 1995 and recorded on April 18, 1995 as Instrument No. 95020682, in the Office of the Recorder of Lake County, Indiana (collectively the "Declaration"); and

WHEREAS, the Declarant grants Declarant the unilateral right, privilege and option to annex certain real estate into the Submitted Parcel, and to make such real estate part of the Submitted Parcel subject to the Declaration for all purposes; and

WHEREAS, pursuant to the Declaration, Declarant desires to record this Second Supplemental Declaration to annex that certain real estate located in the Town of Merrillville, County of Lake, State of Indiana, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Second Supplemental Parcel"), into the Submitted Parcel, as aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Second Supplemental Parcel shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for all purposes, and subject to the

LAWYERS TITLE INS. CORP.  
ONE PROFESSIONAL CENTER  
SUITE 218  
DEER CREEK POINT, IN 46037

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easements, restrictions, covenants and conditions set forth in this Second Supplemental Declaration, which shall run with the real property subject to the Declaration and which shall be binding on all parties having any right, title or interest in the described Submitted Parcel or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.

1. **DEFINITIONS.** All capitalized terms used herein shall have the meaning ascribed to them at the first time they are used herein or the meaning set forth in the Declaration.

2. **ANNEXATION.** The Second Supplemental Parcel and all Parcels contained therein are hereby declared to be annexed into the Submitted Parcel, and the Second Supplemental Parcel and all Parcels contained therein shall be a part of the Submitted Parcel subject to the Declaration and this Second Supplemental Declaration for all purposes including, without limitation, membership in the Association.

3. **DURATION AND AMENDMENT.** The terms and provision of this Second Supplemental Declaration shall be effective during the same period of time and subject to the same conditions, limitations and may be amended to the same extent, as the terms and provisions of the Declaration.

4. **LIMITATION ON DEVELOPER'S LIABILITY.** Notwithstanding anything to the contrary herein, it is expressly agreed, and each Owner, by accepting title to a Parcel and/or Residential Unit and becoming an Owner acknowledges and agrees, that neither Declarant (including without limitation any assignee of interest of Declarant hereunder) nor any partner, director, officer or shareholder of Declarant (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to any Owner or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) the Declaration and this Second Supplemental Declaration except, in the case of Declarant (or its assignee), to the extent of its interest in the Submitted Parcel; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other assets, nor be a lien upon such other assets of the judgment debtor.

5. **SEVERABILITY.** Every one of the covenants or restrictions is hereby declared to be independent of, and severable from, the rest of the covenants or restrictions and of and from every other one of the covenants or restrictions, and of and from every combination of the covenants or restrictions. Therefore, if any of the covenants or restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the covenants or restrictions.

6. **SUBMITTED PARCEL.** The legal description of the Submitted Parcel is set forth on Exhibit B attached hereto and made a part hereof, which shall replace and substitute for Exhibit B of the Declaration.

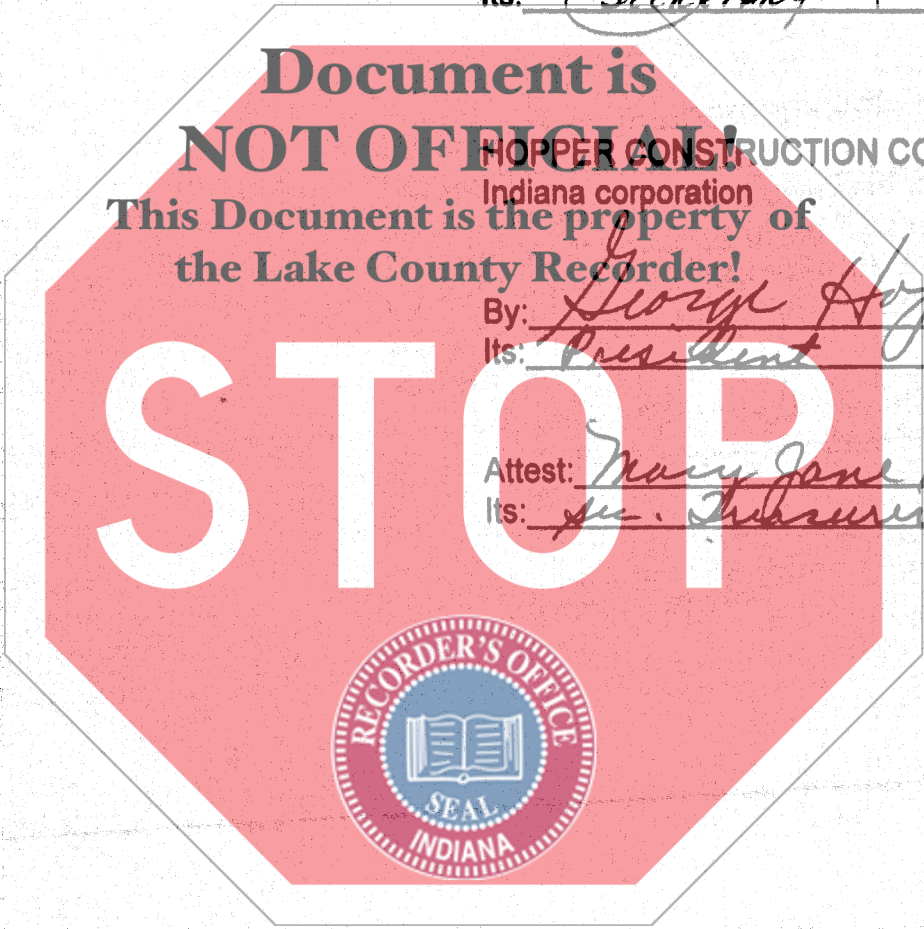
IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of this 10th day of August, 1995.

DECLARANT:

ATG CORPORATION an Indiana corporation

By: [Signature]  
Its: CEO

Attest: [Signature]  
Its: SECRETARY



HOPPER CONSTRUCTION CO., INC., an Indiana corporation  
This Document is the property of the Lake County Recorder!

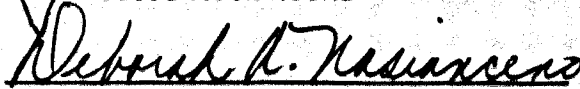
By: [Signature]  
Its: President

Attest: [Signature]  
Its: Sec. Treasurer

CONSENT AND JOINDER OF OWNER OF  
The South 30 feet of the North 100 feet by  
parallel lines, in Lot 3, in Block 3 in Westwood,  
as shown in Plat Book 75, page 90, in the  
Office of the Recorder of Lake County, Indiana,  
COMMONLY KNOWN AS 8818 MONROE  
STREET, MERRILLVILLE, INDIANA:



Jesse Nasianceno



Deborah A. Nasianceno



CONSENT AND JOINDER OF OWNER OF  
The North 40 feet, by parallel lines in Lot 3 in  
Block 3 in Westwood, as shown in Plat Book  
75, page 90, in the Office of the Recorder,  
Lake County, Indiana, COMMONLY KNOWN  
AS 8802 MONROE STREET, MERRILLVILLE,  
INDIANA:



James P. Lehr



Kimberly Ann Lehr



STATE OF INDIANA )  
 )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, personally appeared Vladimir Gastevich, Jr. and Jaylene W. Kloth, the Chief Executive Officer and Secretary of ATG Corporation, organized and existing under the laws of the state of Indiana, and acknowledge the execution of the foregoing instrument for and on behalf of ATG Corporation and who, having been duly sworn, stated that the representations therein contained are true.

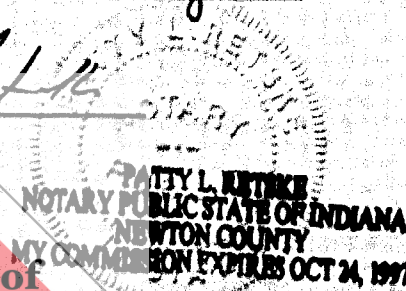
Witness my hand and Notarial Seal this 10th day of August, 1995.

My Commission Expires: 10-24-97

County of Residence: Newton

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STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

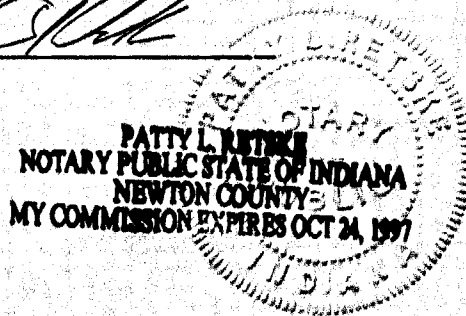
Before me, a Notary Public in and for said County and State, personally appeared George Hopper and Mary Jane Hopper, the President and Secretary, respectively, of Hopper Construction Co., Inc., organized and existing under the laws of the state of Indiana, and acknowledge the execution of the foregoing instrument for and on behalf of Hopper Construction Co., Inc., and who, having been duly sworn, stated that the representations therein contained are true.

Given under my hand and notarial seal this 10th day of August, 1995.

My Commission Expires: 10-24-97

County of Residence: Newton

Patty L. Kirtke  
Notary Public



STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

I, Patty L. Retske, a notary public in and for said county, in the state aforesaid, do hereby certify that Jesse Nasianceno, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 1995.

**Document is** Patty L. Retske  
**NOT OFFICIAL!**  
 PATTY L. RETSKE Notary Public  
 NOTARY PUBLIC STATE OF INDIANA  
 NEWTON COUNTY  
 MY COMMISSION EXPIRES OCT 24, 1997  
 This Document is the property of Expires: 10-24-97  
 the Lake County Recorder. County of Residence: Newton

STOP

INDIANA

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )

I, Patty L. Retske, a notary public in and for said county, in the state aforesaid, do hereby certify that Deborah A. Nasianceno, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 1995.

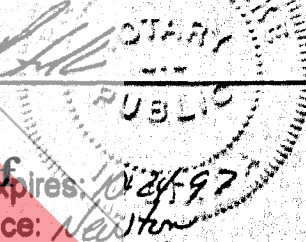
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 PATTY L. RETSKE Notary Public  
 NOTARY PUBLIC STATE OF INDIANA  
 NEWTON COUNTY  
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 the Lake County Recorder. County of Residence: Newton

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Patty L. Retske, a notary public in and for said county, in the state aforesaid, do hereby certify that James P. Lehr, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 1995.

**Document is NOT OFFICIAL!**  
PATTY L. RETSKE  
NOTARY PUBLIC STATE OF INDIANA  
NEWTON COUNTY  
MY COMMISSION EXPIRES OCT 24, 1997  
Notary Public  
My Commission Expires: 10-24-97  
County of Residence: Newton

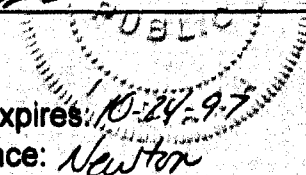


STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Patty L. Retske, a notary public in and for said county, in the state aforesaid, do hereby certify that Kimberly Ann Lehr, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August, 1995.

**STOP**  
PATTY L. RETSKE  
NOTARY PUBLIC STATE OF INDIANA  
NEWTON COUNTY  
MY COMMISSION EXPIRES OCT 24, 1997  
Notary Public  
My Commission Expires: 10-24-97  
County of Residence: Newton



This instrument prepared by and after recording should be returned to:

Vladimir Gastevich, One Professional Center, Suite 315, Crown Point, IN 46307

**EXHIBIT A**

**Lot 3, Westwood Block Three, as shown in Plat Book 75, Page 90, in the Office of the Recorder of Lake County, Indiana.**





**EXHIBIT B**

**Lot 1, 2 and 3, Westwood Block Three, as shown in Plat Book 75, Page 90, in the Office of the Recorder of Lake County, Indiana.**

