



RETURN TO: GLENN R. PATTERSON, ESQ.
SINGLETON, CRIST, PATTERSON &
AUSTGEN
SUITE 200, 9245 CALUMET AVENUE
MUNSTER, INDIANA 46321



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MARGARETTE CLEVELAND
RECORDER

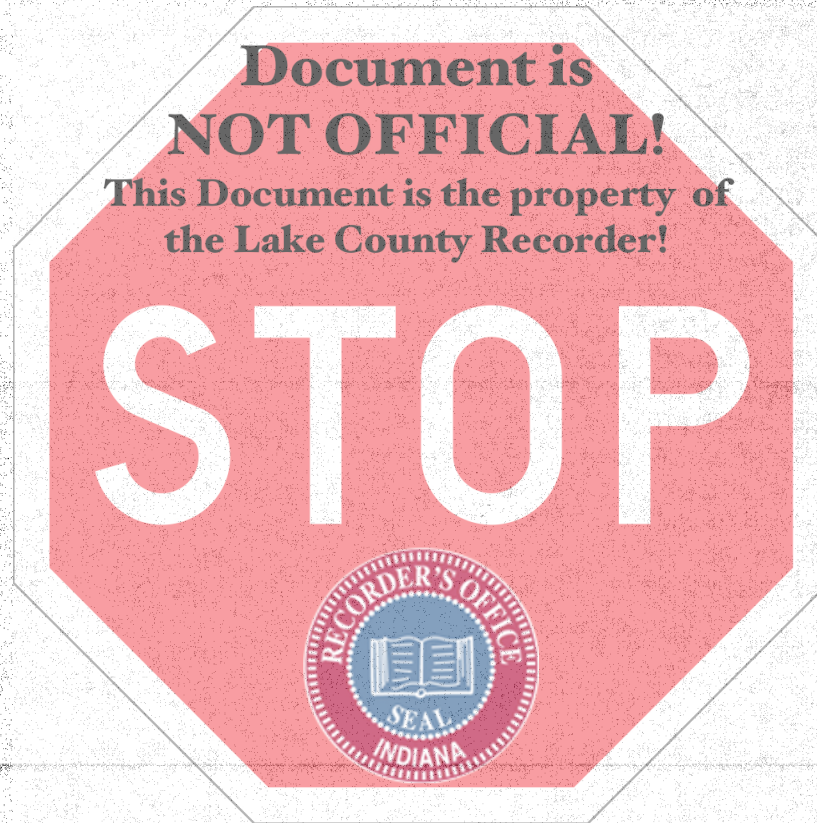
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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**THIRD AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE COBBLESTONES OF MUNSTER**

This Third Amendment to the Declaration, made this day by the MERCANTILE NATIONAL BANK OF INDIANA, solely as Trustee under that certain Trust Agreement dated the 25th day of May, 1990, and known as Trust No. 5266 (herein the "Declarant").

WHEREAS, the Declarant holds title to certain property in the Town of Munster, Lake County, Indiana, which is more particularly described as follows:

Part of the Southwest Quarter of Section 31, Township 36 North, Range 9 West of the Second Principal Meridian more particularly described as follows: Commencing at the Southwest corner of said Southwest Quarter; thence North 0 degrees 50 minutes 32 seconds East along the West line of said Southwest Quarter, a distance of 1707.33 feet to the point of beginning; thence continuing North 0 degrees 50 minutes 32 seconds East along the West line of said Southwest Quarter, a distance of 60.04 feet; thence North 88 degrees 51 minutes 59 seconds East, a distance of 1150.03 feet; thence South 1 degree 08 minutes 01 seconds East, a distance of 60.00 feet; thence North 88 degrees 51 minutes 59 seconds East, a distance of 8.59 feet; thence South 0 degrees 50 minutes 32 seconds West, a distance of 234.64 feet; thence North 72 degrees 08 minutes 45 seconds East, a distance of 28.63 feet; thence South 17 degrees 51 minutes 15 seconds East, a distance of 210.00 feet; thence South 72 degrees 08 minutes 45 seconds West, a distance of 337.62 feet to a point of curve; thence Southwesterly along a curve concave to the Northwest and having a radius of 330.00 feet, an arc distance of 107.68 feet; thence North 89 degrees 09 minutes 29 seconds West, a distance of 598.86 feet; thence North 0 degrees 50 minutes 32 seconds East, a distance of 517.93 feet; thence South 88 degrees 51 minutes 59 seconds West, a distance of 230.14 feet to the point of beginning, containing 12.994 acres, more or less, all in Munster, Lake County, Indiana.

hereinafter the "R-2 Real Estate"; and

WHEREAS, Declarant did cause to be recorded in the office of the Recorder of Lake County, Indiana, that certain Declaration of Covenants, Conditions and Restrictions for The Cobblestones of Munster, recorded November 29, 1990, as Document Number 136507, and Declarant did also cause to be recorded in the Office of the Recorder of Lake County, Indiana, that certain First Amendment To The Declaration Of Covenants, Conditions And Restrictions For The Cobblestones Of Munster, recorded May 28, 1991, as Document No. 91025711, and Declarant did also cause to be recorded in the Office of the Recorder of Lake County, Indiana, that certain Second Amendment To The Declaration Of Covenants, Conditions And Restrictions For The Cobblestones Of Munster, recorded August 7, 1992, as Document No. 92050805 (the "Second Amendment to the Declaration") (herein together the "Declaration"); and

WHEREAS, Declarant does desire to again amend the Declaration, to designate the class of lots within the R-2 Real Estate.

NOW, THEREFORE, Declarant, does hereby amend the Declaration as follows:

I. DESIGNATION OF CLASS OF LOTS. Pursuant to the provisions of Article II.C. of the Declaration (as amended by Article II.B. of the Second Amendment To The Declaration), Declarant does hereby designate all lots now or hereafter platted by subdivision in the R-2 Real Estate, as Class D Lots, which lots shall thereby be subject to the covenants and restrictions set forth in Article I.F.4. of the Declaration (as amended by Article II.A. of the Second Amendment To The Declaration).

II. EFFECT OF AMENDMENT. Each and every term and provision of the Declaration not amended and restated above shall remain in full force and effect hereafter, each of which are incorporated herein by reference and made a part hereof as if set forth in full herein.

III. TRUSTEE CAPACITY. This Third Amendment To The Declaration Of Covenants, Conditions And Restrictions For The Cobblestones Of Munster is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 25th day of May 1990, creating Trust No. 5266; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities herein made are made and intended, not as personal covenants, undertakings, representations, agreements and liabilities of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either express or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COBBLESTONES OF MUNSTER, is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 5th day of February, 1990, creating Trust #5266; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, COMPENSATION and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and Vice President and Trust Officer and its corporate seal hereunto affixed and attested by its Trust Account Representative the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY,

BY:

Christopher W. Yugo
Christopher W. Yugo, Trust Officer

ATTEST:

David Forbes
David Forbes, Vice President and
Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, Gwendalin M. Miller, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Christopher W. Yugo, Trust Officer and David Forbes, Vice President and Trust Officer of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth; and the David Forbes did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of November, 1995.

Gwendalin M. Miller
Gwendalin M. Miller, Notary Public

My Commission Expires: February 19, 1999
Resident of Lake County