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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL SECTION OF BARRINGTON RIDGE, UNIT 11, EXCEPT LOTS 115-123, 90 AND 145 LOCATED IN THE PLANNED UNIT DEVELOPMENT OF BARRINGTON RIDGE, CITY OF HOBART, LAKE COUNTY, INDIANA

THIS SECOND AMENDMENT dated May 26, 1998 to the Declaration of Covenants, Conditions and Restrictions for Single Family Residential Section of Barrington Ridge, Unit 11 Except Lots 115-123, 90 and 145, located in the Planned Unit Development of Barrington Ridge, City of Hobart, Lake County, Indiana, originally dated September 8, 1997, with PEOPLES BANK SB, as Trustee under the provisions of a Trust Agreement dated the 6th day of February, 1997, and known as Trust No. 10219, (hereinafter sometimes referred to as "Developer").

The following Second Amendment to said Declaration of Covenants, Conditions and Restrictions as set forth below shall be read and construed together with said Declaration of Covenants, Conditions and Restrictions.

W I T N E S S E T H:

WHEREAS, the Developer is desirous of amending some of the provisions of the Declaration of Covenants, Conditions and Restrictions concerning the real property which is commonly known as Barrington Ridge, Unit 11 except Lots 115-123, 90 and 145 located in the Planned Unit Development of Barrington Ridge, Hobart, Lake County, Indiana, and is more particularly described as follows, to-wit:

**FILED**

JUN 11 1998

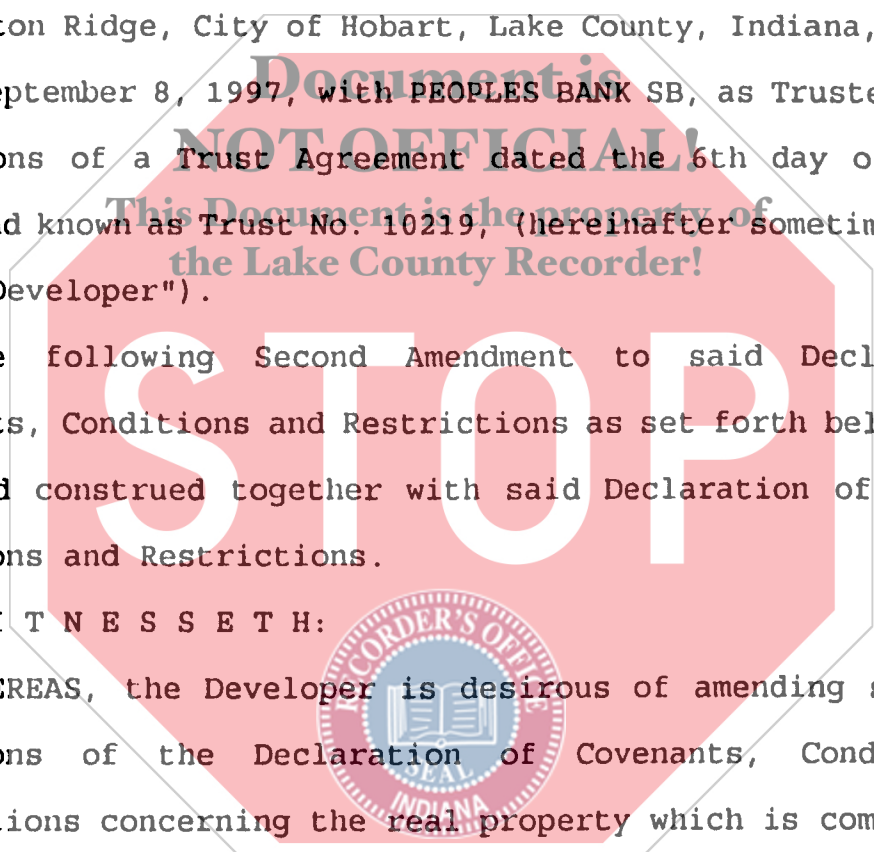
SAM ORLICH  
AUDITOR LAKE COUNTY

All of Unit 11 except Lots 115-123, 90 and 145 of Barrington Ridge, a Planned Unit Development in the City of Hobart, as per plat thereof, recorded in Plat Book 83 page 12 in

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RECORDER  
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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING

the Office of the Recorder of Lake County,  
Indiana.

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions were dated on September 8, 1997, and duly recorded on September 10, 1997 in the Office of the Recorder of Lake County, Indiana, as Document No. 97060610;

WHEREAS, **CLAUSE IV, GENERAL PROVISIONS, ¶3 Amendments** of Restrictive Covenants reserves the right and power of the Developer to amend the Restrictive Covenants at any time by resolution adopting the proposed Amendment by not less than seventy-five percent (75%) of the total number of lot Owners within the subdivision and Developer is presently the Owner of more than seventy-five percent (75%) of the total number of lots within the subdivision, and therefore, has the power and authority to amend these Restrictive Covenants.

WHEREAS, the First Amendment to Declaration of Covenants, Conditions and Restrictions were dated on March 24, 1998 and recorded on March 25, 1998 in the Office of the Recorder of Lake County, Indiana, as Document No. 98020424;

WHEREAS, it is the desire of the Developer to amend said First Amendment by revoking the changes in said First Amendment in total and amending other provisions.

NOW, THEREFORE, the Declaration of Covenants, Conditions and Restrictions is hereby amended in the following manner:

1. That the First Amendment to Declaration of Covenants, Conditions and Restrictions dated March 24, 1998 is hereby deleted in total.

2. The following paragraph shall replace the first paragraph of **CLAUSE III, GENERAL RESTRICTIONS, ¶3 Architectural Control**, to-wit:

3. **Architectural Control.** Architectural control of the site plan, design, and style of the house and/or associated structures, and approval of all plans for the limited purpose of assuring compliance with these covenants shall be required prior to the construction of any dwelling or structure. This approval shall be by the Architectural Review Committee to be designated by the Developer. Home styles shall be compatible with the neighboring homes and the contour of the land. The development standards for this planned unit development include the prohibition that no homes which are modular or which are manufactured in whole or in part away from the real property and transported to the real property for assembly shall be permitted on any platted lot in the subdivision. No existing building or structure or portions of buildings or structures may be moved to any platted lot in the subdivision. No temporary structure or mobile home may be located on any platted lot in the subdivision.

The remaining paragraphs of **¶3 Architectural Control** shall remain in full force and effect.

3. The following language is appended to **CLAUSE IV, GENERAL PROVISIONS, ¶3 Amendments of Restrictive Covenants**, to-wit:

"Notwithstanding the foregoing and any other provisions of this declaration of covenants, conditions and restrictions, no amendment shall become effective until approved by the Hobart Plan Commission."

4. The following language is appended to **CLAUSE IV, GENERAL PROVISIONS, ¶4 Remedies**, to-wit:

"The City of Hobart is hereby declared to be a third party beneficiary of the terms and provisions of this section, and shall have the right to enforce the provisions of this section by specific performance, injunction, breach of contract, and/or by any other means available at law or in equity, and the Developer, Declarant, Owner, or Owners, on behalf of themselves and their successors and

