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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE SINGLE FAMILY RESIDENTIAL SECTION OF BARRINGTON RIDGE, UNITS 8, 9, AND 10, LOCATED IN THE PLANNED UNIT DEVELOPMENT OF BARRINGTON RIDGE, CITY OF HOBART, LAKE COUNTY, INDIANA

THIS FIRST AMENDMENT dated May 26, 1998 to the Declaration of Covenants, Conditions and Restrictions for Single Family Residential Section of Barrington Ridge, Units 8, 9 and 10, located in the Planned Unit Development of Barrington Ridge, City of Hobart, Lake County, Indiana, originally dated February 6, 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 First 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.

WITNESSETH:

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, Units 8, 9, and 10, 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

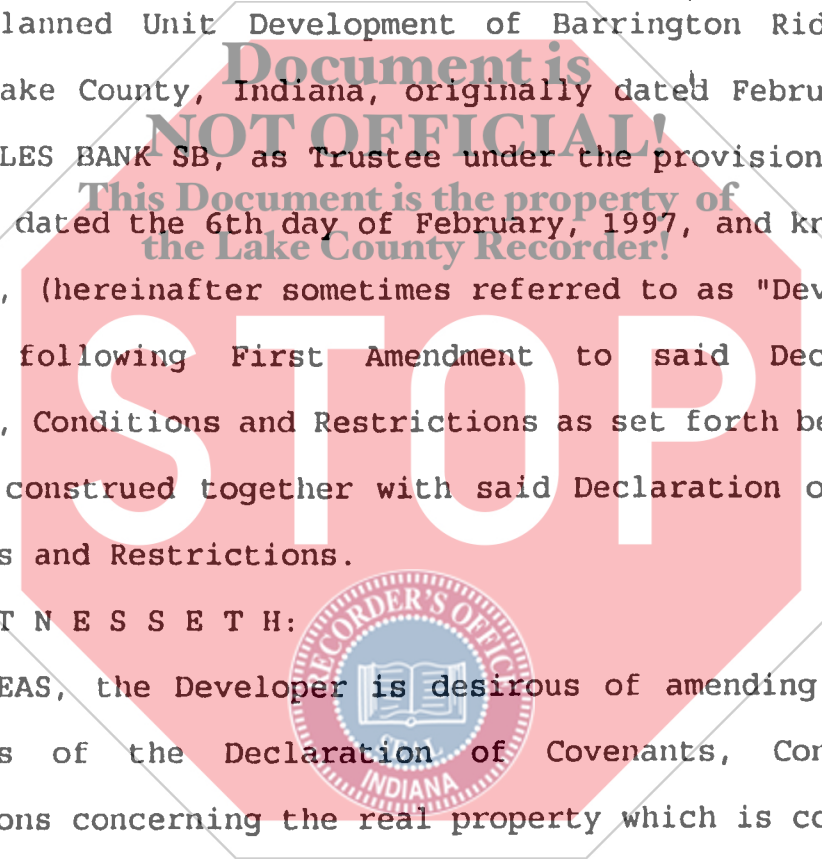
All of Units 8, 9 and 10 of Barrington Ridge, a Planned Unit Development in the City of Hobart, as per plat thereof, recorded in Plat Book 82 page 84 in the Office of the Recorder of Lake County, Indiana.

SAM ORLICH
AUDITOR LAKE COUNTY

WHEREAS, the original declaration of Covenants, Conditions and

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LAKE COUNTY
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Restrictions were dated on February 6, 1997, and duly recorded on June 24, 1997 in the Office of the Recorder of Lake County, Indiana, as Document No. 97040726;

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, it is the desire of the Developer to amend the Declaration of Covenants, Conditions and Restrictions by amending several provisions thereof.

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

1. 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. In addition, the development standards for this planned unit development require a minimum roof pitch of 4/12. 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.

2. 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."

3. 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 assigns do hereby waive any and all defenses to such assignment and enforcement rights."

IN WITNESS WHEREOF, the parties have hereunder set their names acknowledging the First Amendment to the Declaration of Covenants, Conditions and Restrictions on the day and year first above written.

PEOPLES BANK SB, as Trustee Under the Provisions of a Trust Agreement dated February 6, 1997 and known as Trust No. 10219

BY: Frank J. Bochnowski
FRANK J. BOCHNOWSKI, Vice President

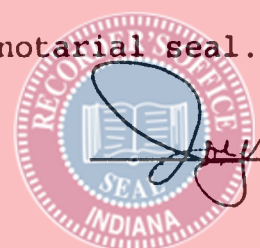
ATTEST:
Linda L. Kollada

Document is NOT OFFICIAL!

STATE OF INDIANA) This Document is the property of
) SS: the Lake County Recorder!
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 8th day of June, 1998 personally appeared FRANK J. BOCHNOWSKI and Linda L. Kollada, as the Vice President and Assistant Secretary, respectively, of PEOPLES BANK SB, as Trustee under the provisions of a Trust Agreement dated February 6, 1997 and known as Trust No. 10219, and acknowledged the execution of the above and foregoing First Amendment on behalf of said corporation.

WITNESS my hand and notarial seal.



Joyce M. Barr
Notary Public

My Commission Expires: 3-18-08

County of Residence: LAKE

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This Instrument Prepared By: Michael L. Muenich
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219/922-4141