

SECOND AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR BURLWOOD TOWNHOMES AT WHITE OAK ESTATES  
IN MUNSTER, LAKE COUNTY, INDIANA

70336

2002  
063663

This Second Amendment to Declaration (the "Second Amendment") is made as of the 3<sup>RD</sup> day of January, 2002, by ATG Homes, LLC, an Indiana limited liability company (the "Declarant").

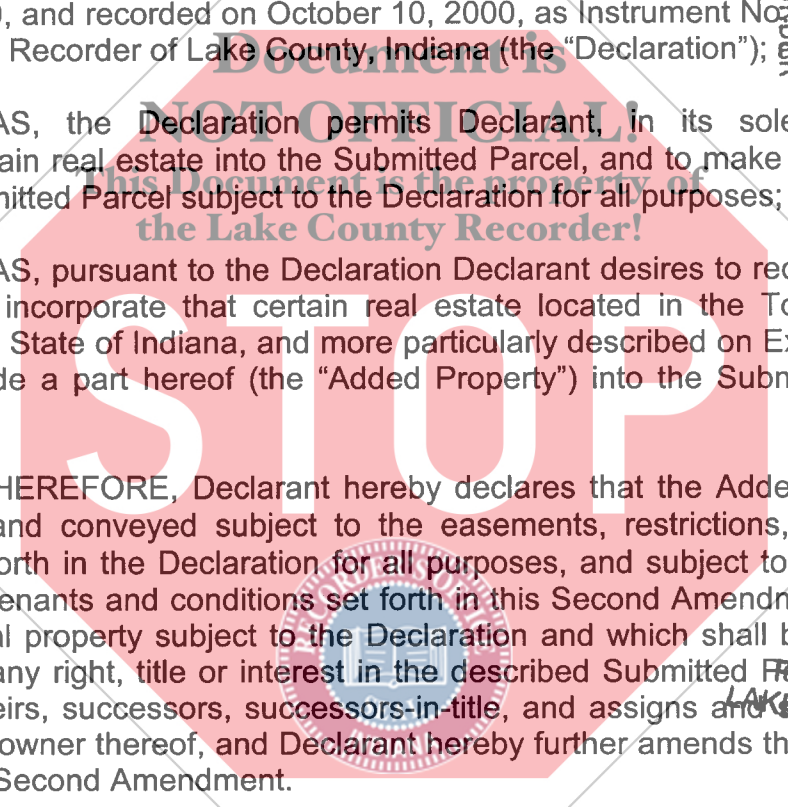
WITNESSETH:

WHEREAS, Declarant has heretofore executed and caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Burlwood Townhomes at White Oak Estates in the Town of Munster, Lake County, Indiana, dated October 4, 1999 and recorded on October 8, 1999 as Instrument No. 99083220, in the Office of the Recorder of Lake County, Indiana, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Burlwood Townhomes at White Oak Estates in Munster, Lake County, Indiana, dated October 4, 2000, and recorded on October 10, 2000, as Instrument No. 2000073670, in the Office of the Recorder of Lake County, Indiana (the "Declaration");

WHEREAS, the Declaration permits Declarant, in its sole discretion, to incorporate 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 Amendment to incorporate that certain real estate located in the Town of Munster, County of Lake, State of Indiana, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Added Property") into the Submitted Parcel, as aforesaid.

NOW, THEREFORE, Declarant hereby declares that the Added Property 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 easements, restrictions, covenants and conditions set forth in this Second Amendment 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 be for the benefit of each owner thereof, and Declarant hereby further amends the Declaration as set forth in this Second Amendment.



**FILED**  
JAN 19 2002  
REVEREND BENJAMIN  
LAKE COUNTY AUDITOR

000956

OTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

18.00  
[Signature]

Chicago Title Insurance Company

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. INCORPORATION. The Added Property and all Parcels contained therein are hereby declared to be incorporated into the Development, and the Added Property and all Parcels contained therein shall be a part of the Property and the Development subject to the Declaration and this Second Amendment for all purposes including, without limitation, membership in the Association.

3. DURATION AND AMENDMENT. The terms and provisions of this Second Amendment 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 member, partner, director, officer or shareholder of Declarant (or any member, partner, officer, director or shareholder in any such assignee) shall have any liability, personal or otherwise, 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 Amendment 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.

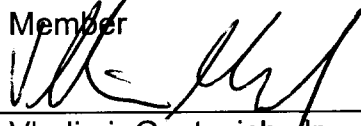
5. SEVERABILITY. Every one of the covenants or restrictions is hereby declared to be independent of, and severable from, the rest of the covenants or restrictions and of and from every other one of the covenants or restrictions, and of and from every combination of the covenants or restrictions. Therefore, 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.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed as of the date first written above.

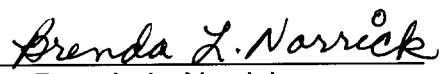
ATG Homes, LLC, an Indiana limited liability company:

By: ATG Corporation

Its: Member

By:   
Vladimir Gastevich, Jr.

Its: Chief Executive Officer

ATTEST:   
Brenda L. Norrick

Its: Secretary



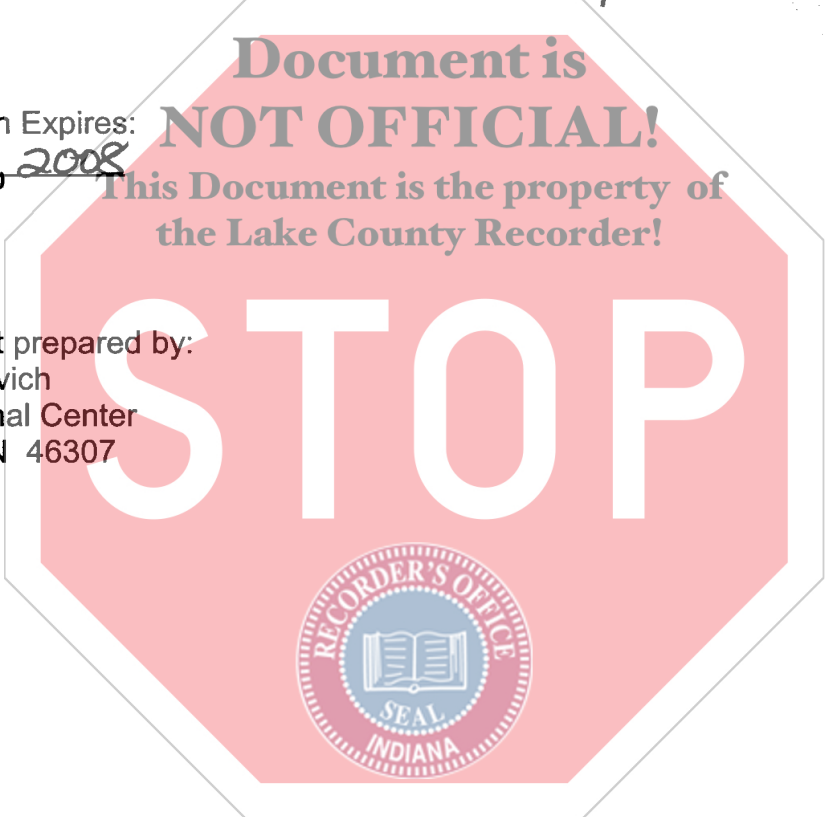
STATE OF INDIANA     )  
                                  )  
COUNTY OF LAKE     )     SS:

Before me, a Notary Public in and for said County and State, personally appeared Vladimir Gastevich, Jr. and Brenda L. Norrick, the Chief Executive Officer and Secretary, respectively, of ATG Corporation, as a member of ATG Homes, LLC, who acknowledge that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary seal this 3rd day of January, 2002.

*Cindy M Burgess*  
Notary Public  
Resident of Jasper County

My Commission Expires:  
June 25, 2008



This instrument prepared by:  
Vladimir Gastevich  
One Professional Center  
Crown Point, IN 46307

**EXHIBIT A**  
**LEGAL DESCRIPTION OF ADDED PROPERTY**

Lots 10, 23, 24, 25 and 26, The Townhomes at White Oak Estates, Block 6, as shown in Plat Book 86, Page 68, Lake County, Indiana; and

Lots 20, 21 and 22, The Townhomes at White Oak Estates, Block 7, as shown in Plat Book 86, Page 68, Lake County, Indiana; and

Lots 18 and 19, The Townhomes at White Oak Estates, Block 8, as shown in Plat Book 86, Page 68, Lake County, Indiana.

