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COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIAR CROSSING

THIS _2 AMENDMENT is entered into this 30 day of September, 2002, by Mercantile National Bank, as Trustee under Trust Agreement dated March 10, 1999 and known as Trust No. 6622 (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Briar Crossing recorded in the Office of the Recorder of Lake County, Indiana on June 21, 2001 as instrument no. 2001-048051; and

WHEREAS, pursuant to Article XIII, Section 13.02, the Declarant has reserved the right and option to amend the Declaration; and

WHEREAS, Declarant now desires and intends hereby to so amend the Declaration; and

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

1. Article X, Section 10.02(p) is amended by adding the following sentence:

The Architectural Review Committee has determined that the fencing design and color must comply with the community standard adopted herein, which is attached to this Amendment as Schedule A.

- 2. Declarant certifies that it retains the right to appoint and remove directors of the Association, and Declarant approves of this Amendment.
- 3. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms and conditions.

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IN WITNESS WHEREOF, the Declarant has executed this Declaration this 2002.

Mercantile National Bank
as Trustee as aforesaid and not personally

Vice-President

Attest:

Trust Officer

Olthof/Briar Crossing/Amendment to Declaration 09.19.02

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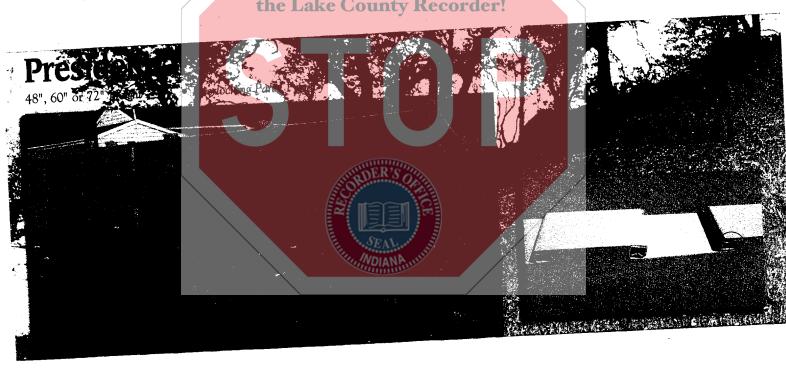
14-71 09 Height: 72 inches

Color: Tan



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This AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BRIAR CROSSING is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated September 05, 1997, creating trust number 6440; 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 are 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 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. MERCANTILÉ as amended from time to time of any other rederal, state of local law, rule of regulation. IMERCANTILE 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 to 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 an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.

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

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Alicia Tassaro, Vice President and Trust Officer

ATTEST:

Name: Michael Cava

Title: Vice President and Trust

STATE OF INDIANA

COUNTY OF LAKE

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Alicia Tassaro, Vice President and Trust Officer, and Michael Cava, Vice President & Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as annihiting, Trustee.

Given under my hand and notarial seal this 4th day of O

ligned:

Janet 1/

NOTARY SEAL

PUBLIC STATE