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STATE OF INDIANA  
LAKE COUNTY

SIXTH AMENDMENT TO P.O.A. AGREEMENT, DECLARATIONS, AND  
RESTRICTIONS OF PROPERTY OWNERSHIP OF WESTON RIDGE UNIT  
ONE, TOWN OF ST. JOHN, LAKE COUNTY, INDIANA

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THIS SIXTH AMENDMENT dated August 18, 2004 to the P.O.A. Agreement, Declarations, and Restrictions of Property Ownership of Weston Ridge Unit One, Town of St. John, Lake County, Indiana, originally dated September 20, 2003, with St. John Westview, LLC (hereinafter referred to as "Developer"), and Peoples Bank SB, as Trustee under the provisions of a Trust Agreement, known as Trust No. 10314, (hereinafter sometimes referred to as "Declarant").

The following Sixth Amendment to said P.O.A. Agreement, Declarations, and Restrictions of Property Ownership as set forth below shall be read and construed together with said Declaration of Covenants, Conditions and Restrictions.

WHEREAS, the Declarant and Developer holds title or an interest in certain property in the Town of St. John, Lake County, Indiana, which is more particularly described as follows:

Document is NOT OFFICIAL  
THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 5, 3481.49 FEET; THENCE SOUTH 0 DEGREES 34 MINUTES 5 SECONDS WEST 180.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 55 SECONDS WEST 330.00 FEET; THENCE SOUTH 0 DEGREES 34 MINUTES 5 SECONDS WEST 480.00 FEET TO A POINT OF BEGINNING ON THE SOUTH LINE OF THE NORTH 660.00 FEET OF SAID SOUTH HALF OF SECTION 5; THENCE CONTINUING SOUTH 0 DEGREES 34 MINUTES 5 SECONDS WEST 150.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 810.00 FEET OF SAID SOUTH HALF OF SECTION 5; THENCE SOUTH 39 DEGREES 49 MINUTES 55 SECONDS EAST 308.59 FEET TO A POINT THAT IS 1045.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF AND 706.68 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH SAID NORTH LINE, 349.12 FEET TO A POINT LYING ON A STRAIGHT LINE DRAWN FROM THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5 TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 646.83 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT LYING 1077.55 FEET (AS MEASURED ALONG SAID STRAIGHT LINE) SOUTHWEST OF SAID NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 14 DEGREES 41 MINUTES 13 SECONDS WEST, ALONG SAID STRAIGHT LINE, 303.59 FEET TO THE NORTHEAST CORNER OF THE WOODS OF WESTON RIDGE PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9,

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STEPHEN R. STIGLICH  
LAKE COUNTY AUDITOR

25.00  
Ch 1402

2003, IN BOOK 94, PAGE 82, AS DOCUMENT NUMBER 2003130117; THENCE NORTH 89 DEGREES 25 MINUTES 55 SECONDS WEST, ALONG THE NORTH LINE OF SAID WOODS OF WESTON RIDGE, 1345.06 TO THE NORTHWEST CORNER OF LOT 1 IN SAID WOODS; THENCE NORTH 0 DEGREES 34 MINUTES 5 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1, 2.34 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 33.50 FEET AND A 34.46 FOOT CHORD BEARING NORTH 31 DEGREES 31 MINUTES 30 SECONDS EAST, AN ARC DISTANCE OF 36.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 112.00 FEET AND A 63.56 FOOT CHORD BEARING NORTH 45 DEGREES 59 MINUTES 56 SECONDS EAST, AN ARC DISTANCE OF 64.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 33.50 FEET AND A 33.36 FOOT CHORD BEARING NORTH 59 DEGREES 22 MINUTES 49 SECONDS EAST, AN ARC DISTANCE OF 34.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 14 MINUTES 42 SECONDS EAST 39.94 FEET; THENCE NORTH 0 DEGREES 26 MINUTES 42 SECONDS EAST 72.74 FEET; THENCE NORTH 88 DEGREES 21 MINUTES 19 SECONDS WEST 39.94 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 33.50 FEET AND A 33.36 FOOT CHORD BEARING NORTH 58 DEGREES 29 MINUTES 26 SECONDS WEST, AN ARC DISTANCE OF 34.92 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 112.00 FEET AND A 61.75 FOOT CHORD BEARING NORTH 44 DEGREES 37 MINUTES 41 SECONDS WEST, AN ARC DISTANCE OF 62.56 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, ALONG A CURVE CONVEX TO THE SOUTHWEST AND HAVING A RADIUS OF 33.50 FEET AND A 33.97 FOOT CHORD BEARING NORTH 30 DEGREES 9 MINUTES 54 SECONDS WEST, AN ARC DISTANCE OF 35.63 FEET TO A POINT OF TANGENCY; THENCE NORTH 0 DEGREES 18 MINUTES 4 SECONDS EAST 39.06 FEET TO A POINT THAT IS 1042.32 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF OF SECTION 5 AND 361.89 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5;

THENCE NORTH 0 DEGREES 13 MINUTES 7 SECONDS EAST 232.33 FEET TO THE SOUTH LINE OF THE NORTH 810.00 FEET OF SAID SOUTH HALF OF SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, ALONG SAID SOUTH LINE, 150.00 FEET; THENCE NORTH 0 DEGREES 34 MINUTES 5 SECONDS EAST 150.00 FEET TO THE SOUTH LINE OF THE NORTH 660.00 FEET OF SAID SOUTH HALF OF SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, ALONG SAID SOUTH LINE, 720.00 FEET TO THE POINT OF BEGINNING; ALL IN LAKE COUNTY, INDIANA.

AREA = 726,148 SF = 16.670 AC (more or less)

hereinafter the "Additional Real Estate"; and

WHEREAS, Declarant and Developer did cause to be recorded in the office of the Recorder of Lake County, Indiana, that certain P.O.A. Agreement, Declarations, and Restrictions of Property Ownership of Weston Ridge Unit One, dated September 20, 2003, and duly recorded on October 20, 2003 in the Office of the Recorder

of Lake County, Indiana, as Document No. 2003112889 (herein the "Declaration"); and

WHEREAS, Declarant and Developer desire to amend the Declaration for the purpose of expanding the Project (as defined in the Declaration) to include Additional Real Estate.

NOW, THEREFORE, Declarant and Developer, do hereby amend the Declaration as follows:

EXPANSION TO INCORPORATE ADDITIONAL REAL ESTATE. Pursuant to the provisions of Section K, ¶¶1 through 8 and Section L of the Declaration; the Declaration is hereby amended to add thereto the following described real estate:

LEGAL DESCRIPTION

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 5, 3481.49 FEET; THENCE SOUTH 0 DEGREES 34 MINUTES 5 SECONDS WEST 180.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 55 SECONDS WEST 330.00 FEET; THENCE SOUTH 0 DEGREES 34 MINUTES 5 SECONDS WEST 480.00 FEET TO A POINT OF BEGINNING ON THE SOUTH LINE OF THE NORTH 660.00 FEET OF SAID SOUTH HALF OF SECTION 5; THENCE CONTINUING SOUTH 0 DEGREES 34 MINUTES 5 SECONDS WEST 150.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 810.00 FEET OF SAID SOUTH HALF OF SECTION 5; THENCE SOUTH 39 DEGREES 49 MINUTES 55 SECONDS EAST 308.59 FEET TO A POINT THAT IS 1045.00 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF AND 706.68 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 55 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH SAID NORTH LINE, 349.12 FEET TO A POINT LYING ON A STRAIGHT LINE DRAWN FROM THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5 TO A POINT ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 646.83 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER, SAID POINT LYING 1077.55 FEET (AS MEASURED ALONG SAID STRAIGHT LINE) SOUTHWEST OF SAID NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 14 DEGREES 41 MINUTES 13 SECONDS WEST, ALONG SAID STRAIGHT LINE, 303.59 FEET TO THE NORTHEAST CORNER OF THE WOODS OF WESTON RIDGE PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 9, 2003, IN BOOK 94, PAGE 82, AS DOCUMENT NUMBER 2003130117; THENCE NORTH 89 DEGREES 25 MINUTES 55 SECONDS WEST, ALONG THE NORTH LINE OF SAID WOODS OF WESTON RIDGE, 1345.06 TO THE NORTHWEST CORNER OF LOT 1 IN SAID WOODS; THENCE NORTH 0 DEGREES 34 MINUTES 5 SECONDS EAST, ALONG THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 1, 2.34 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 33.50 FEET AND A 34.46 FOOT CHORD BEARING NORTH

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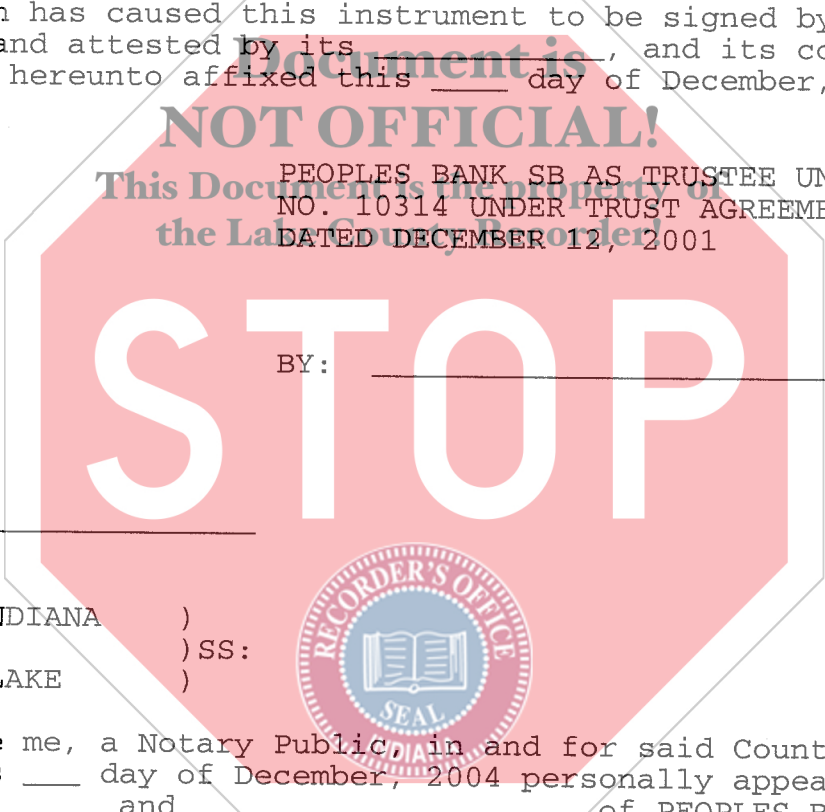
(herein the "Additional Real Estate"), and accordingly, from and after the recording hereof, the Additional Real Estate shall be considered to be a part of the Property (as defined in the Declaration including but not limited to Section A of the Declaration), and likewise, the Additional Real Estate shall be a part of the Project (as defined in the Declaration including but not limited to Section A of the Declaration).

Effect of Amendment. Each and every term and provision of the Declaration shall remain in full force and effect hereafter,



This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated December 12, 2001 creating Trust No. 10314; 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 and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by PEOPLES BANK SB, 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 PEOPLES BANK SB, as TRUSTEE, on account hereof, or on account of any covenants, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby 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.

IN WITNESS WHEREOF, the said PEOPLES BANK SB, as Trustee, a Corporation has caused this instrument to be signed by its \_\_\_\_\_, and attested by its \_\_\_\_\_, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of December, 2004.



PEOPLES BANK SB AS TRUSTEE UNDER TRUST NO. 10314 UNDER TRUST AGREEMENT DATED DECEMBER 12, 2001

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF LAKE )



Before me, a Notary Public, in and for said County and State, this \_\_\_ day of December, 2004 personally appeared \_\_\_\_\_ and \_\_\_\_\_, of PEOPLES BANK SB AS TRUSTEE UNDER TRUST NO. 10314, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said

corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

GIVEN under my hand and notarial seal this \_\_\_\_ day of December, 2004.

\_\_\_\_\_  
Notary Public

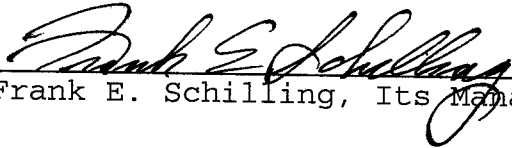
My Commission Expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_

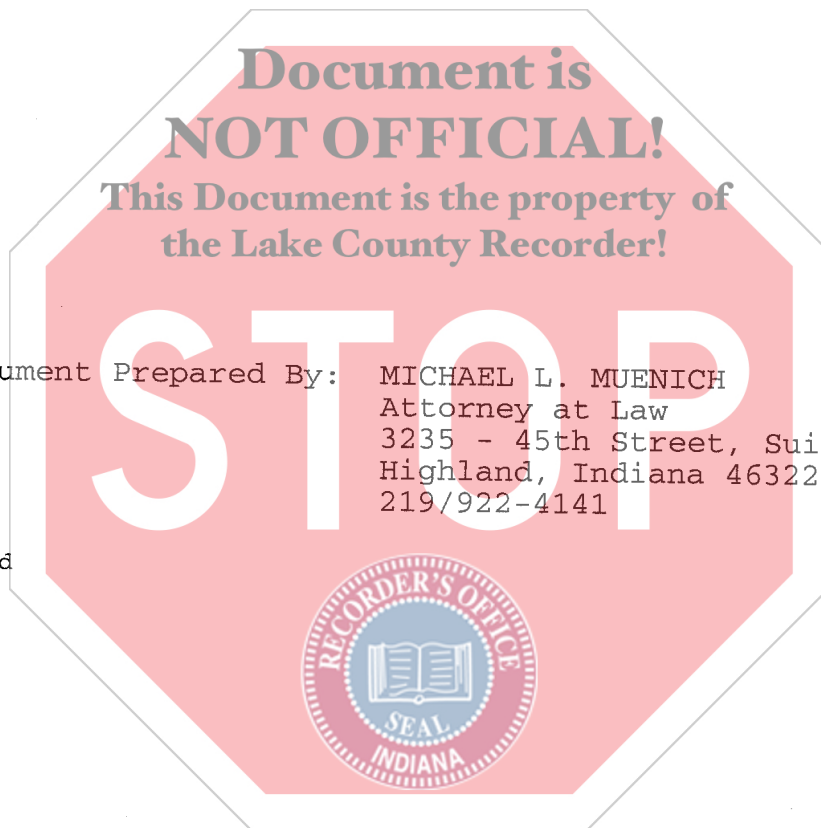
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be and the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company on account of this instrument or on account of any representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.



IN WITNESS WHEREOF, the said St. John Westview, LLC, an Indiana Limited Liability Company has caused this Sixth Amendment to P.O.A. to be approved and executed by Frank E. Schilling, its Manager.

ST. JOHN WESTVIEW, L.L.C.

BY:   
Frank E. Schilling, Its Manager



This Instrument Prepared By: MICHAEL L. MUENICH  
Attorney at Law  
3235 - 45th Street, Suite 304  
Highland, Indiana 46322  
219/922-4141

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