

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 049152

2005 JUN 15 AM 9:27

MICHAEL A. DOWD
RECORDER

ELLENDALE FARM

AMENDMENT TO DECLARATION

This Amendment to Declaration ("Amendment") is made this 14th day of June, 2005 by and among Daniel M. Rohaley, Successor Trustee to David J. Wilcox under Trust Agreement dated July 30, 1996 and known as Trust No. 202615-96 ("Declarant") and the undersigned owners ("Owners").

RECITALS

A. David J. Wilcox, Trustee under Trust Agreement dated July 30, 1996 and known as Trust No. 202615-96 ("Declarant"), established Ellendale Farm and recorded the First Restated Declaration of Covenants, Conditions, Easements, and Restrictions on June 22, 1998 as Document No. 98046488 in the Office of the Lake County Recorder ("Declaration").

B. Declarant added Additional Land to the Declaration by a document titled Submission to Declaration dated December 28, 1998 and recorded in the Office of the Lake County Recorder on January 11, 1999 as Document No. 99001734 ("Submission").

C. Declarant amended the Declaration by a document titled Amendment to Declaration dated March 31, 1999 and recorded in the Office of the Lake County Recorder on April 7, 1999 as Document No. 99029406 ("First Amendment").

D. Declarant added Additional Land to the Declaration by a document titled Submission and Second Amendment to Declaration dated January 6, 2000 and recorded in the Office of the Lake County Recorder on January 10, 2000 as Document No. 2000-001637 ("Second Amendment"), which Second Amendment, among other things, detailed various amendments to the Architectural Standards of Section 11.9(a) for Phases One through Four.



TICOR TITLE INSURANCE
Crown Point, Indiana

Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.

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Return: Fleming Realty

E. Declarant added Additional Land to the Declaration by a document titled Third Amendment to Declaration for Phase Five dated December 20, 2000 and recorded in the Office of the Lake County Recorder on December 26, 2000 as Document No. 2000-094102 ("Third Amendment"), which Third Amendment, among other things, detailed various amendments to the Architectural Standards of Section 11.9 for Phase Five.

F. Declarant added Additional Land to the Declaration by a document titled Submission and Fourth Amendment to Declaration dated December 10, 2002 and recorded in the Office of the Lake County Recorder on December 23, 2002 as Document No. 2002-118698 ("Fourth Amendment") which Fourth Amendment, among other things, detailed various amendments to the procedures for approvals of improvements and architectural standards for certain lots.

G. Declarant, under the Declaration, has the right to amend the Declaration from time to time.

NOW THEREFORE, Declarant amends the Declaration as follows:

1. Definitions. Capitalized terms used in this Amendment shall have the respective meanings given to them in the Declaration or any of the Submission, First Amendment, Second Amendment, Third Amendment, or Fourth Amendment (each of which Submission and amendments shall be referred to herein as a "Subsequent Amendment" and, collectively, as the "Subsequent Amendments") unless otherwise defined herein.

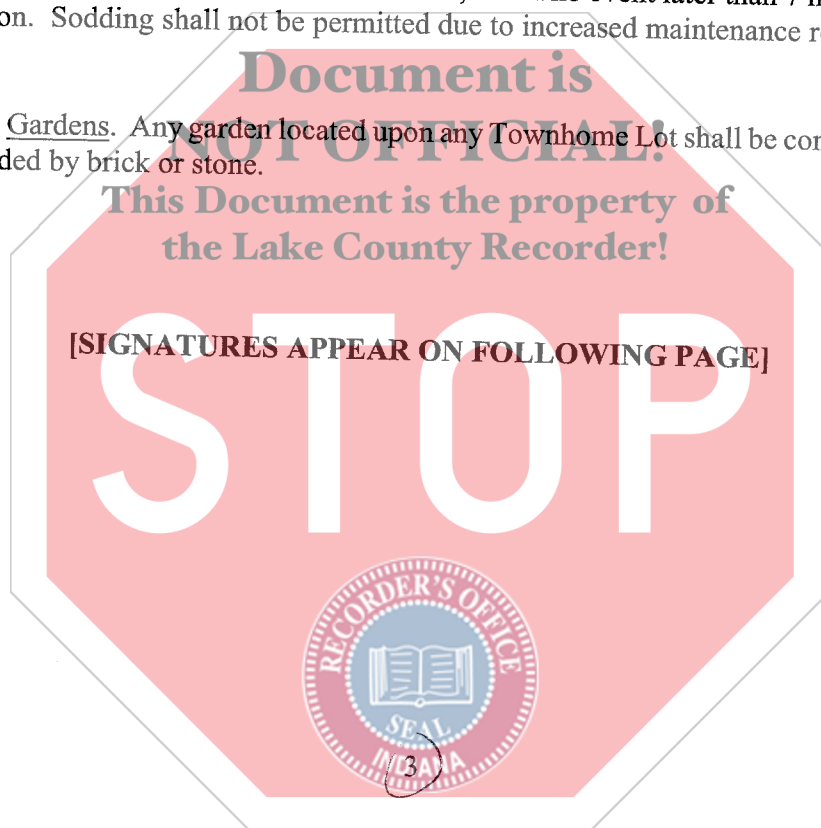
2. Exterior Maintenance. Section 12.3 of the Declaration shall be replaced in its entirety with the following:

In addition to the maintenance upon the Townhome Common Areas, the Townhome Association will manage and provide the following exterior maintenance upon each Townhome Lot which is subject to assessment hereunder, as follows: painting trim; repairing, replacing, and caring for roofs, gutters, down spouts, and exterior building surfaces except as otherwise provided herein; cutting, trimming, and fertilizing grass lawns; maintaining and repairing underground lawn sprinkler systems; removing snow from walkways and driveways; and annually trimming small shrubs and bushes in the front yard of each Townhome Lot. Such exterior maintenance will not include maintenance to any

glass or screen surfaces; mailboxes; or improved surfaces such as decks, walkways, patios, and driveways; nor will such exterior maintenance include dethatching, aeration, or watering of grass lawns; maintaining any shrubs, bushes, or landscaping in any side or rear yard; or replacing or maintaining any mulch or stone. If the need for any maintenance or repair is caused through the willful or negligent act of the Owner of any Townhome Lot, or his family, guests, or invitees, or if any Owner modifies any item whose maintenance is the responsibility of the Townhome Association in such a manner that increases the cost of maintaining such item, the cost of such maintenance or repair shall be added to and become part of the assessment to which such Townhome Lot is subject and the Townhome Association shall have the right, but not the obligation, to perform such maintenance at the expense of the respective Townhome Lot Owner.

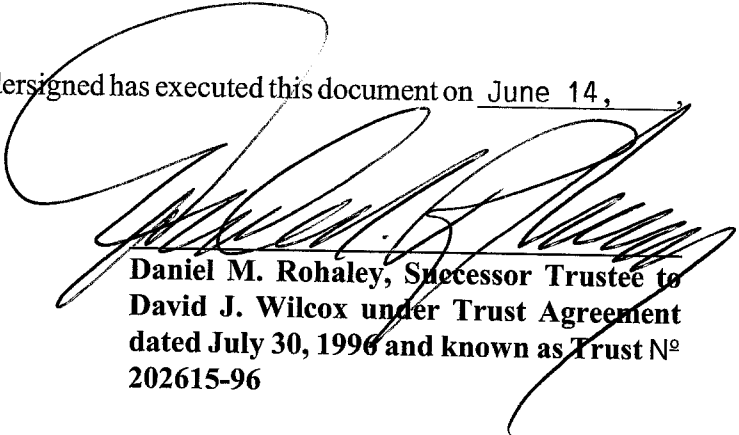
3. Lawn Installation. The grass lawn on any Townhome Lot upon which a Residential Unit is constructed after the date of this Amendment shall be hydroseeded immediately upon completion of construction of such Residential Unit, but in no event later than 7 months following such completion. Sodding shall not be permitted due to increased maintenance requirements and costs.

4. Gardens. Any garden located upon any Townhome Lot shall be contained within an island surrounded by brick or stone.



IN WITNESS WHEREOF, the undersigned has executed this document on June 14,
2005.

Declarant:

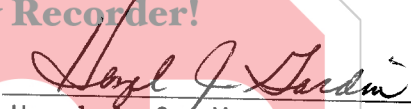

**Daniel M. Rohaley, Successor Trustee to
David J. Wilcox under Trust Agreement
dated July 30, 1996 and known as Trust N°
202615-96**

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

On this 14 day of June, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Daniel M. Rohaley, Successor Trustee to David Wilcox under Trust Agreement dated July 30, 1996 and known as Trust N° 202615-96, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

**This Document is the property of
the Lake County Recorder!**


Hazel J. Gardin, Notary Public

My Commission Expires: 07-01-09
My County of Residence: Lake

This instrument prepared by:
Jon A. Schmaltz
Burke Costanza & Cuppy LLP
57 Franklin, Suite 203
Valparaiso, Indiana 46383-5670

