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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

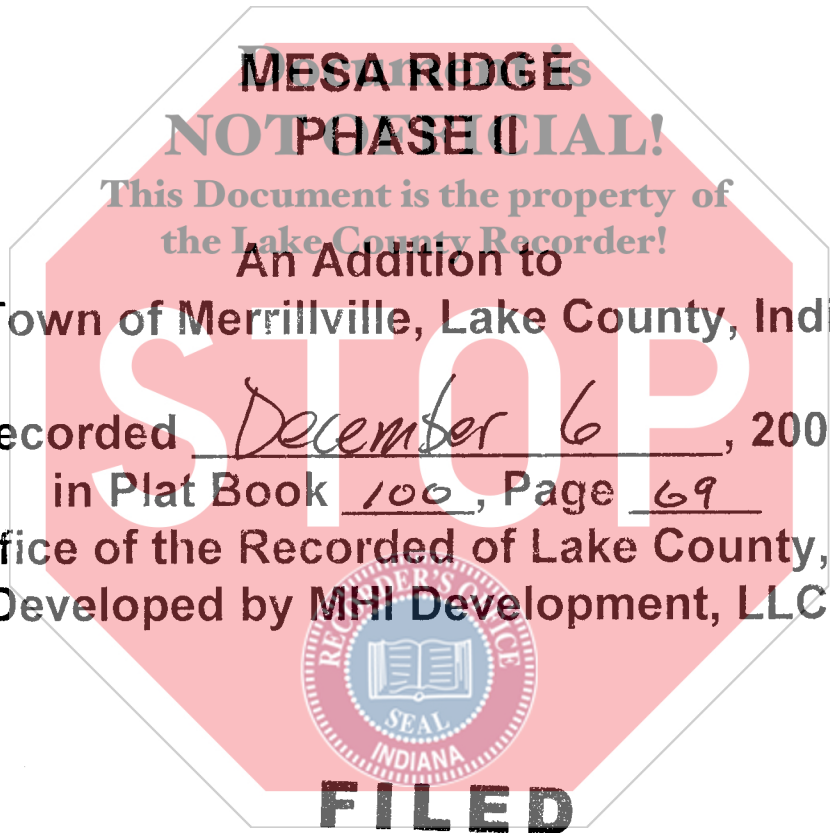
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MICHAEL A. BROWN
RECORDER

**SUPPLEMENTAL AMENDMENT
TO THE FIRST AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS**

FOR



**An Addition to
the Town of Merrillville, Lake County, Indiana**
Recorded December 6, 2006
in Plat Book 100, Page 69
In the Office of the Recorder of Lake County, Indiana
Developed by MHI Development, LLC

FILED

DEC 06 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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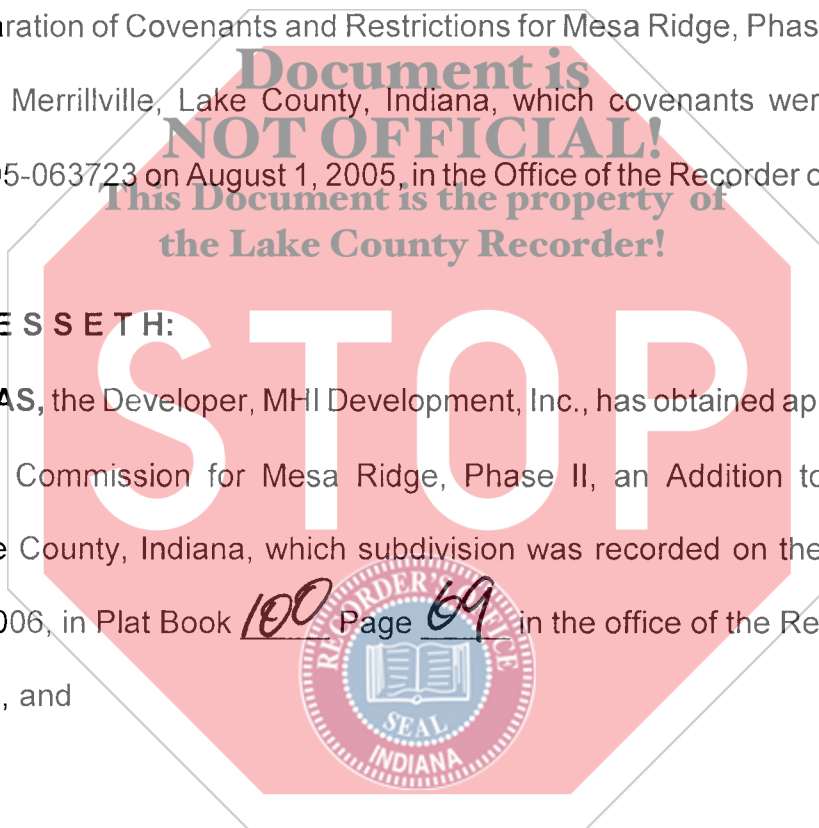
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**SUPPLEMENTAL AMENDMENT
TO THE FIRST AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
MESA RIDGE, AN ADDITION
TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA**

THIS SUPPLEMENTAL AMENDMENT to the First Amended Declaration of Covenants and Restrictions for Mesa Ridge, Phase I, an Addition to the Town of Merrillville, Lake County, Indiana, recorded in Book Number 96, Page 55 in the Office of the Recorder of Lake County, Indiana shall be read and construed together with the First Amended Declaration of Covenants and Restrictions for Mesa Ridge, Phase I, an Addition to the Town of Merrillville, Lake County, Indiana, which covenants were recorded as Document #2005-063723 on August 1, 2005, in the Office of the Recorder of Lake County, Indiana.

WITNESSETH:

WHEREAS, the Developer, MHI Development, Inc., has obtained approval from the Merrillville Plan Commission for Mesa Ridge, Phase II, an Addition to the Town of Merrillville, Lake County, Indiana, which subdivision was recorded on the 6th day of December, 2006, in Plat Book 100 Page 69 in the office of the Recorder of Lake County, Indiana, and



WHEREAS, the First Amended Declaration of Covenants and Restrictions for Mesa Ridge, Phase I, an Addition to the Town of Merrillville, Lake County, Indiana provided for the Annexation of Additional Property in Article XVIII thereof.

NOW, THEREFORE, MHI Development, LLC, an Indiana Limited Liability Company, licensed to do business in the State of Indiana, its successors and assigns in interest (hereinafter sometimes referred to as "Developer") hereby supplements and amends said Covenants, Conditions and Restrictions as follows:

I.

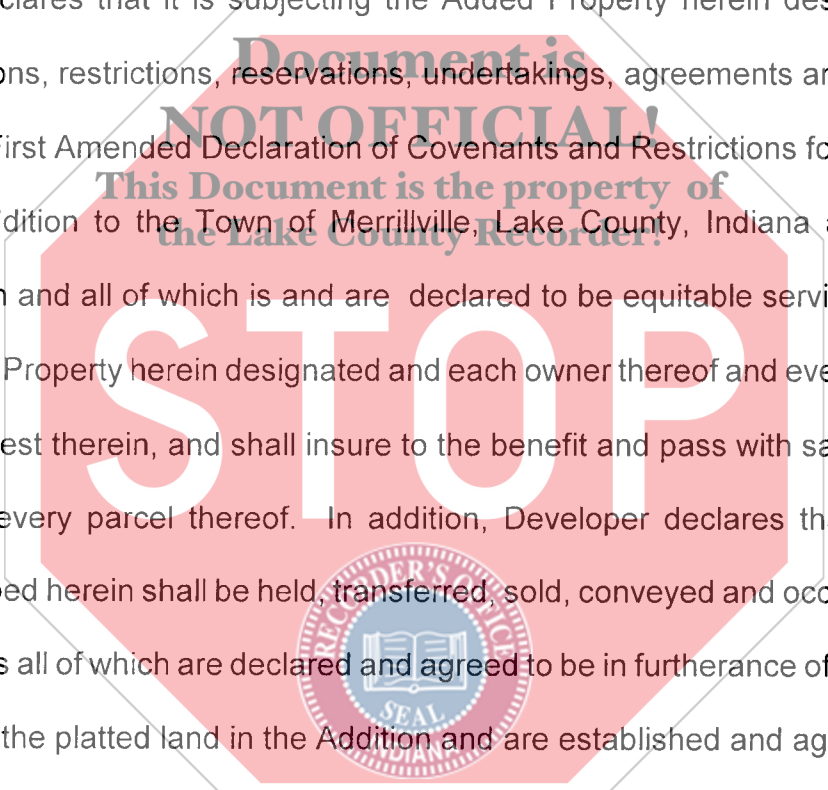
ADDITIONAL REAL ESTATE AFFECTED BY THESE COVENANTS

Pursuant to Article XVIII, Section 18.01 entitled, "Annexation Without Approval of Membership" of the First Amended Declaration of Covenants and Restrictions for Mesa Ridge Phase I, Developer hereby adds to the Phase I property the following described property which is Phase II of Mesa Ridge, an Addition to the Town of Merrillville, Lake County, Indiana, recorded on the 6th day of December, 2006, in Plat Book 100 Page 69 in the office of the Recorder of Lake County, Indiana, which includes 62 Added Residential Units and is legally described as follows:

Part of the East Half of the Southwest Quarter (E. 1/2, SW 1/4) of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: (Note: Basis of Bearings for this description is the MEIJER PLAT, an Addition to the Town of Merrillville, recorded in Plat Book 83, Page 6, in the Office of the Recorder of Lake County, Indiana) Commencing at the Southwest corner of said E. 1/2, SW. 1/4; thence North 00°31'30" West, along the West line of said E.1/2, SW 1/4, 698.73 feet to the Northwest corner of Lot 6 in MESA RIDGE, an Addition to the Town of Merrillville, as per record plat thereof, recorded in Plat Book 96, Page 55, in the Office of the Recorder of Lake County, Indiana, and amended by a Plat of Partial Easement Vacation recorded October 6, 2005 in Plat Book 98, Page 16, and by a Certificate of Correction

recorded January 11, 2006 as Document #2006-002246, all in said Recorder's Office, said point being the true Point of Beginning hereof; thence Easterly, along the Northerly boundary of said MESA RIDGE the following four (4) courses: 1) South 89°42'56" East, a distance of 157.49 feet; 2) Northerly 00°17'04" East, a distance of 84.00 feet; 3) South 89°42'56" East, a distance of 414.08 feet; 4) North 00°36'57" West, a distance of 101.59 feet to the Northwest corner of Outlot "A" in said MESA RIDGE, thence continuing North 00°36'57" West, along the West line of Lot 3 in said MEIJER PLAT, a distance of 936.42 feet to a point 660 feet South of the South line of U.S. Highway No. 30 as established on July 24th, 1941; thence North 89°42'56" West, along a line parallel with and 660 feet South of said South line, 571.11 feet to a point on the West line of said E. ½, SW. 1/4; thence South 00°31'30" East, along said West line, 1121.99 feet to the Point of Beginning. Said parcel containing 13.932 acres, more or less.

hereinafter in this document and in the First Amended Declaration of Covenants and Restrictions sometimes referred to as "Added Property." Developer by this Supplemental Amendment declares that it is subjecting the Added Property herein described to the conditions, options, restrictions, reservations, undertakings, agreements and easements set forth in the First Amended Declaration of Covenants and Restrictions for Mesa Ridge Phase I, an Addition to the Town of Merrillville, Lake County, Indiana and that said covenants, each and all of which is and are declared to be equitable servitudes binding upon the Added Property herein designated and each owner thereof and every other party having any interest therein, and shall inure to the benefit and pass with said real estate and each and every parcel thereof. In addition, Developer declares that the Added Property described herein shall be held, transferred, sold, conveyed and occupied subject to the Covenants all of which are declared and agreed to be in furtherance of a plan for the improvement of the platted land in the Addition and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Added Residential Units as a whole and each of said lots situated thereon, all of which



Covenants shall run with the additional land described herein and shall be binding upon and shall inure to the benefit of all persons having right, title and interest therein and any part thereof and their respective, heirs, legatees, personal representatives, successors and assigns.

II.

That the legal description of the real estate referred to in the original First Amended Declaration of Covenants and Restrictions as Exhibit "A" is as follows:

PARCEL 1:

DESCRIPTION: Part of the Southwest Quarter of the Southeast Quarter (SW. 1/4, SE. 1/4) of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian in the Town of Merrillville, Lake County, Indiana, being a strip of land 60 feet wide lying 30 feet on each side of the following described line: Commencing at the Southwest corner of said SW. 1/4, SE. 1/4; thence South $89^{\circ}51'01''$ East, along the South line of said Section 21, a distance of 202.73 feet to a point on the centerline of Merrillville Road; thence North $15^{\circ}20'48''$ East, along said centerline, 453.88 feet to the true Point of Beginning of said parcel centerline; thence North $72^{\circ}01'41''$ West, 345.02 feet, terminating at a point on the West line of said SW. 1/4, SE. 1/4, at a point 543.17 feet North of the Southwest corner of said SW. 1/4, SE. 1/4, the side lines of said 60 foot strip to be extended or shortened to meet the centerline of Merrillville Road and to terminate at the West line of the SW. 1/4, SE. 1/4.

PARCEL 2:

DESCRIPTION: Part of the Southwest Quarter of the Southeast Quarter (SW. 1/4, SE. 1/4) of Section 21, Township 35 North, Range 8 West of the Second Principal Meridian in the Town of Merrillville, Lake County, Indiana, being a strip of land 60 feet wide lying 30 feet on each side of the following described line: Commencing at the Southwest corner of said SW. 1/4, SE. 1/4; thence South $89^{\circ}51'01''$ East, along the South line of said Section 21, a distance of 202.73 feet to a point on the centerline of Merrillville Road; thence North $15^{\circ}20'48''$ East, along said centerline, 453.38 feet to the true Point of Beginning of said parcel centerline; thence North $72^{\circ}01'41''$ West, 345.02 feet, terminating at a point on the West line of said SW. 1/4, SE. 1/4, at a point 543.17 feet North of the Southwest corner of said SW. 1/4, SE. 1/4, the side lines of said 60 foot strip to be extended or shortened to meet the

centerline of Merrillville Road and to terminate at the West line of the SW.1/4, SE.1/4.

III.

That, in addition to the covenants and provisions of the First Amended Declaration of Covenants and Restrictions for Mesa Ridge, an Addition to the Town of Merrillville, Lake County, Indiana, there shall be the following additional restrictions with regard to Phase II of Mesa Ridge:

(A) In addition to the initial assessment provided for in Article IX, Section 9.02, of the First Amended Declaration, there shall be an additional Twenty Five Dollars (\$25.00) per residential unit collected for the benefit of the association by the Declarant at the time of the initial closing of the residential unit. (Total to be collected at time of initial closing of residential unit in Mesa Ridge Phase II is One Hundred Twenty Five Dollars (\$125.00)).

(B) Notwithstanding anything contained herein and in the First Amended Declaration of Covenants and Restrictions to the contrary, lots hereinafter designated in this subsection shall contain the following additional restrictions:

(1) no fence may be erected, placed or constructed around the side or rear yards of Lots 46 through 48 of Mesa Ridge Phase II.

(2) any fence constructed on the rear yards of Lots 72 through 76 in Mesa Ridge Phase II shall be placed, constructed or erected no less than ten (10) feet from the rear lot line in order to permit the landscaping which is required by the Town of Merrillville on Lots 72 through 76 to be placed between the lot line and any fence constructed on said lot.

(3) no fence, swimming pool, swing set or other structure may be erected, placed or constructed in the front, rear and/or north side yard of Lot 70 and the front, rear and/or south side yard of Lot 71 of Mesa Ridge Phase II.

C) Notwithstanding anything contained in the First Amended Declaration of Covenants and Restrictions to the contrary, all owners of residential units in Mesa Ridge Phase II by acceptance of a Deed or recorded Contract of Sale is deemed to consent and agree to pay its proportionate share of the Assessments for maintenance and repair of storm water detention system provided for in Article XIII, Section 13.02, entitled "Assessments." After the recording of this Supplemental Amendment, said Assessments will be prorated among the owners of all of the residential units in Phase I and Phase II, the total of which is 152 (90 in Phase I and 62 in Phase II).

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

IV.

That except as modified or amended herein, all the terms, covenants and conditions of the First Amended Declaration of Covenants and Restrictions for Mesa Ridge Phase I, an Addition to the Town of Merrillville, Lake County, Indiana recorded in Plat Book 96, Page 55 in the Office of the Recorder of Lake County, Indiana on December 30, 2004, which covenants were recorded as Document #2005-063723 on August 1, 2005, in the Office of the Recorder of Lake County, Indiana, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Instrument to be executed and attested to as of this 14th day of November, 2006.

MHI DEVELOPMENT, LLC

By: 
McFarland Management, LLC, Manager
By Ronald W. McFarland, President



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 14th day of November, 2006, personally appeared Ronald McFarland as President of MHI DEVELOPMENT, LLC, an Indiana Limited Liability Company, licensed to do business in the State of Indiana, and acknowledged the execution of the above and foregoing First Amendment to the First Amended Declaration of Covenants and Restrictions for Mesa Ridge, an Addition to the Town of Merrillville, Lake County, Indiana on behalf of said company.

WITNESS my hand and Notarial Seal.

Denise Kessler
Denise Kessler, Notary Public

My Commission Expires: 06/25/08
County of Residence: Porter



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Richard E. Anderson

This instrument prepared by:

Richard E. Anderson #2408-45
Anderson & Ward, P.C.
Barrister Court
9211 Broadway
Merrillville, IN 46410
219/769-1892

