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**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE ESTATES OF AUBURN MEADOW**

THIS SEVENTH AMENDMENT is entered into this 19 day of NOVEMBER, 2008, by The Estates of Auburn Meadow Association, Inc. (hereinafter referred to as "Declarant" through all rights, title and interest conveyed by Grantor, The Estates of Auburn Meadow Development, L.L.C., an Indiana limited liability corporation to Grantee, The Estates of Auburn Meadow Association, Inc. through Quit Claim Deed 2006 004366 dated January 19, 2006).

WHEREAS, Declarant through all rights, title and interest conveyed, executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Estates of Auburn Meadow recorded in the Office of the Recorder of Lake County, Indiana on November 7, 2002 as instrument no. 2002 101438; 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:

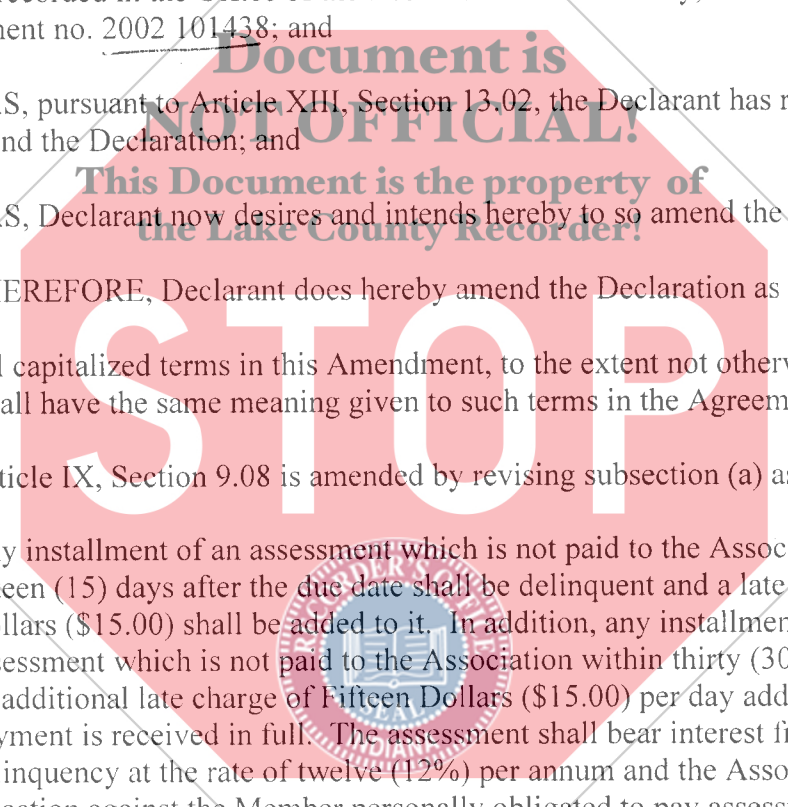
1. All capitalized terms in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meaning given to such terms in the Agreement.
2. Article IX, Section 9.08 is amended by revising subsection (a) as follows:

Any installment of an assessment which is not paid to the Association within fifteen (15) days after the due date shall be delinquent and a late charge of Fifteen Dollars (\$15.00) shall be added to it. In addition, any installment of an assessment which is not paid to the Association within thirty (30) days shall have an additional late charge of Fifteen Dollars (\$15.00) per day added to it until payment is received in full. The assessment shall bear interest from the date of delinquency at the rate of twelve (12%) per annum and the Association may bring an action against the Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in such action; and the Association may enforce and foreclose any lien it has or which may exist for its benefit.

**FILED**

NOV 20 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR



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