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FIFTH ADDENDUM TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LAKE HILLS MASTER HOMEOWNERS ASSOCIATION, INC.

2009 025619



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 APR 22 AM 10:29
MICHAEL A. BROWN
RECORDER

FILED

APR 22 2009

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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FIFTH ADDENDUM TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LAKE HILLS MASTER HOMEOWNERS ASSOCIATION, INC.

This Fifth Addendum is made this _____ day of APRIL, 2009 by V3 LAKE HILLS, L.L.C., a Delaware Limited Liability Company (hereinafter referred to as “Covenantor”).

WITNESSETH:

WHEREAS, the Covenantor, is the owner of the real property commonly known as LAKE HILLS and legally described in **Exhibit A** of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as “Development Tract”), and

WHEREAS, the Covenantor recorded with the Lake County Recorder’s Office a Declaration of Covenants and Restrictions for Lake Hills Master Homeowner’s Association on **November 8, 2004** under **Document Number 2004 095062** and a **First Addendum** to said Declaration was recorded on **December 6, 2004** under **Document Number 2004 102950** and a **Second Addendum** to said Declaration was recorded on **January 12, 2005** under **Document Number 2005 002210** and a **Third Addendum** to said Declaration was recorded on **April 5, 2007** under **Document Number 2007 028280** and a **Fourth Addendum** was recorded on **April 5, 2007** under **Document Number 2007 028281** and certain additional revisions to said Declaration are now in order, and

WHEREAS, the Covenantor has the right to amend the Declaration pursuant to Article IX, and

NOW, THEREFORE, Covenantor declares as follows that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, used and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens set forth in the original Declaration referenced above and as hereafter revised, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of the Development Tract. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens set forth in this **Fifth Addendum** to the Declaration shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the Development Tract described in Exhibit A, or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.

NOW THEREFORE, the Covenantor declares that:

- 1) That Lots 341 and 348 should be removed from the common areas of the subdivision under the control of the Homeowners' Association as the same have been transferred and deeded to the Town of St. John.
- 2) Article VIII, Section 7 of the Declaration should be revised to grant the right to the Homeowner's Association make repairs regarding erosion control and file liens against landowners who fail to establish and maintain proper erosion control for their property.

Accordingly, the following revision contained in this **Fifth Addendum** to Declaration is made part and parcel of the Original Declaration as if fully set forth therein:

1. **Article II – Property Subject to Declaration, Section 7 – Excluded**

Property is hereby amended to add a final paragraph to the section to read as follows:

“Lots 341 and 348 as designated on the Development Tract documents are hereby removed from the common areas of the subdivision due to their transfer to the Town of St. John. The Town of St. John shall be responsible for the maintenance and upkeep of said Lots 341 and 348. In the event that St. John fails to properly maintain said real estate, the Association may do so and attempt collection efforts against the Town of St. John for the cost of said maintenance and upkeep.”

2. **Article VIII- Architectural Standards and Use Restrictions, Section 7**

– Lot Owner’s Responsibility for Sidewalks and Damage to Sidewalks and Curbs is hereby amended to add a final paragraph to the section to read as follows:

“In the event that a lot owner fails to establish and/or maintain proper erosion control measures as requested by the Developer or Town of St. John, the Developer and/or Homeowners Association shall have the unencumbered right to establish and/or maintain any erosion control measures necessary to protect the subject lot, sidewalks, curbs, streets or other surrounding areas of the development. Such measures shall include, but not be limited to, jetting of silt from the storm system, dredging of ponds, replanting of areas damaged by silt. The Developer and/or Homeowners Association shall have the right to receive immediate reimbursement from the offending lot owner of any and all costs and expenses incurred (including governmental fines and attorneys fees) to remediate and bring the subject lot owner’s land into compliance with the soil erosion measures outlined herein.”

The Covenantor shall have the right to amend the Original Declaration or this **Fifth Addendum** in whole or in part without complying with Article XI of the Original Declaration. In addition, any and all other provisions of the Original Declaration and **First, Second, Third and Fourth Addendums**, not amended herein, shall remain in full force and effect as provided in said Original Declaration and **First, Second, Third and Fourth Addendums**.

IN WITNESS WHEREOF, V3 LAKE HILLS, L.L.C., a Delaware Limited Liability Company has caused its seal to be affixed hereunto this **Fifth Addendum** to Declaration of Covenants and Restrictions for Lake Hills Master Homeowners Association, Inc. and caused its name to be signed hereto by its duly authorized officers on the day first above written.

**V3 LAKE HILLS, L.L.C., a
Delaware Limited Liability
Company**

By: 
Keith A. Blais

Title: Manager

STATE OF ~~INDIANA~~ ^{Illinois}
COUNTY OF ~~LAKE~~ ^{Will}



I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that the above named **Keith A. Blais**, personally known to me to be the **Manager of V3 LAKE HILLS, L.L.C.**, a Delaware limited liability company whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, pursuant to authority given by the Members of said limited liability company, as his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of April, 2009.


NOTARY PUBLIC

Official Seal
Jodi S Rana
Notary Public State of Illinois
My Commission Expires 04/19/2011

LEGAL DESCRIPTION

Parcel 1: The Northeast Quarter of the Southwest Quarter, except 15 acres off of the North end thereof, and except 10 feet off of the East side of the Southwest Quarter of the Northeast Quarter of said Southwest Quarter for alley, in Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 8: The West 500 feet of the South 500 feet of the Northeast Quarter of the Northeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 9: That part of the Northwest Quarter of the Northeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, lying southeasterly of Golf Lake, all in Lake County, Indiana.

Parcel 10: The North half of the Northeast Quarter, except a piece of land on the West side of the said tract 1 rod 3 inches wide and about 79 rods in length, running within 1 rod of the North line of said tract, and excepting therefrom: Lot 2 in Block 6; Lots 22 and 43 in Block 7; and Lot 4 in Block 9; in Lake Hills Subdivision recorded in Plat Book 21 Page 32, and also except that part contained in Parcels 8 and 9 above, in Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Also excepting that part of blocks 9, 10 and 11 along with the adjoining driveways in Lake Hills Subdivision recorded in plat book 21, page 32 in the Office of the Recorder of Lake County, Indiana; in the Southeast Quarter of the Northeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 28; thence North 89 degrees, 26 minutes, 26 seconds west along the north line of said Southeast Quarter, 332.85 feet; thence North 34 degrees, 09 minutes, 42 seconds East 108.05 feet; thence North 34 degrees, 09 minutes 42 seconds East 108.05 feet to a line that is 150.00 feet North of, as measured along the East line of the Northeast Quarter of Section 28, and parallel to the North line of the Southeast Quarter of the Northeast Quarter of said Section 28; thence South 89 degrees 26 minutes 26 seconds East 390.00 feet to the East line of the Northeast Quarter of Section 28; thence South 00 degrees 40 minutes 45 seconds East 150.00 feet to the place of beginning.

Parcel 11: The Southwest Quarter of the Northeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 12: That part of the South half of the Northwest Quarter lying east of the right of way of the Indiana Harbor Railroad Company, in Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 13: The North 15 acres of the Northeast Quarter of the Southwest Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 14: The West 30 acres of the Northwest Quarter of the Southeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 15: Being a part of the Southeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana described as follows: Commencing 15 chains East of the Northwest corner of said quarter section, which is the Northeast corner of the West 30 acres of the Northwest Quarter of the Southeast Quarter of said Section; thence South 20 chains; thence East 1 chain and 38 links; thence South 9 chains and 12 links; thence South 48 ½ degrees East 11 chains and 1 link; thence North 36 chains and 9 links; thence West 9 chains and 72 links to the place of beginning, excepting that part lying South of the North line of the South half of the Southeast quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 16: That part of the Southeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana described as follows: Commencing 8 chains 37 ½ links West of the Southeast corner of said quarter section; thence West 2 chains and 16 links; thence North 48 ½ degrees West, 6 chains and 15 links; thence North 36 chains and 9 links; thence East 6 chains and 91 links; thence South 40 chains to the place of beginning, excepting that part lying South of the North line of the South half of the Southeast quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 17: The South 1 rod of the Southwest Quarter of the Northwest Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana.

Parcel 22: All that part of the Southeast Quarter of the Northeast Quarter of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, except therefrom the following described tract of land: Beginning at the Southeast corner of the Southeast Quarter of the Northeast Quarter of said Section 28, thence North 89 degrees 19 minutes 52 seconds West along the South line of Southeast Quarter, 495.05 feet; thence North 00 degrees 40 minutes 45 seconds West parallel to the East line of said Section 28, 327.525 feet; thence North 89 degrees 19 minutes 52 seconds West parallel with the South line of the Southeast Quarter of the Northeast Quarter of said Section 28, 250.3 feet to a line 745.0 feet West of and parallel to the East line of said Section 28; thence North along said line a distance of 375.14 feet to a line that is 620.00 feet South of as measured along the East line of said Section 28; and parallel to the North line of the Southeast Quarter of the Northeast Quarter of Section 28; thence North 30 degrees, 36 minutes 52 seconds East 485.59 feet; thence North 00 degrees 40 minutes 45 seconds West parallel to the

East line of said Section 28, 199.58 feet to North line of the Southeast Quarter of the Northeast Quarter of Section 28; thence South 89 degrees 26 minutes 26 seconds East along said North line 492.89 feet to Northeast corner of the Southeast Quarter of the Northeast Quarter of Section 28; thence South along the East line of said Section 28 to the PLACE OF BEGINNING.

