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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 APR 22 AM 10:45

MICHAEL A. BROWN  
RECORDER

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SADDLE CREEK VILLAS**

THIS THIRD AMENDMENT is entered into this 30<sup>TH</sup> day of March, 2009, by SADDLE CREEK DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Saddle Creek Villas recorded in the Office of the Recorder of Lake County, Indiana on July 7, 2006, as instrument no. 2006 058978, and as amended by First Amendment and Second Amendment.

WHEREAS, Declarant reserved the right and option to amend the Declaration pursuant to Article XII by Subsequent Amendment to add property;

WHEREAS, Declarant now desires and intends hereby to so amend the Declaration; and

NOW THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Article IX is hereby deleted in its entirety and replaced with the following:

**NOT OFFICIAL!**

**ARTICLE IX**

**This ARCHITECTURAL STANDARDS of the Lake County Recorder!**

**Section 1. General Requirements.** The Declarant, Board of Directors and Developer shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Review Committee established in this Article IX. This Article may not be amended without the Declarant's written consent, so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading and other site work; no plantings or removal of plants, trees or shrubs; and no modifications, additions or alterations to the Property, lawns, landscaping or Residential Units shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the Architectural Review Committee has been obtained. Modifications and alterations include, but are not limited to, storage sheds, additional fencing, decorative animals, sun globes, flags, statutes, figurines, fountains, signs, awnings, decorative iron works and decorative lawn sprinklers, whether attached to a structure or placed in the lawns and landscaping.

**Section 2. Architectural Review Committee.** The Architectural Review Committee (the "ARC") shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The ARC shall have exclusive jurisdiction over all new or original construction, and all modifications, additions or alterations (including color) made on or to existing Residential Units, lawns, landscaping and the open space, if any, appurtenant thereto, and Common Areas.

**Section 3. Review Procedure.** Plans and specifications showing the nature, kind, shape, color, size, materials and location of such new or original construction and modifications, additions or alterations shall be submitted to the ARC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography and finish grade elevation. No permission

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or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her residence, or to paint the interior of his or her residence any color desired. In the event the ARC fails to approve or to disapprove such plans within one hundred eighty (180) days after submission, the plans shall be deemed approved. The ARC may grant variances and exceptions to the architectural standards or building requirements set forth in this Declaration.

**Section 4. Permitted Additions.** Potted plants are permitted on front porches and rear patios. Rear patios may have acceptable patio furniture, umbrellas and grills provided they are maintained in good condition. Christmas decorations are permitted from Thanksgiving through the end of the year, and they must be removed at all other times. Christmas decorations must be moderate and tasteful, as determined by the Board. Additional trees or minor landscaping around the side or rear yard must be pre-approved by the Board in writing, and the Owner shall submit a written plan for review by the Board. Any additional landscaping shall be consistent with the original landscaping.

**Section 5. Residential Unit Quality.** The following provisions shall apply to Residential Units:

(a) **General.** Every Residential Unit shall be located and in accordance with the applicable governmental building and zoning codes and with such additional specifications and standards as may be required by the Architectural Review Committee after all construction plans and specifications (including, but not limited to those for grading and site work, excavation, and specifications showing the nature, kind, shape, heights, materials, color scheme, location, elevations and approximate cost of all Residential Unit(s), along with a staked survey (showing the elevations of all corners of the Lot), have been submitted to, and approved in advance in writing by, the Architectural Review Committee. No storage sheds shall be permitted.

(b) **Minimum Building.** All Residential Units shall have a minimum living space of 1,600 square feet, and the approximate fair market value as of 2004 shall not be less than \$170,000 for the original construction.

(c) **Roofs.** All roofs on the Residential Units shall have a minimum pitch of five inches (5") of height to twelve inches (12") of run.

(d) **Driveways.** All driveways must be constructed of asphalt, concrete, or paving stone except by special variance granted by the Architectural Review Committee.

(e) **Sidewalks.** Sidewalks are to be installed at the Residential Unit owner's expense.


(f) **Front Yards.** The front yard set back on Villa Lots shall be twenty-five (25) feet.

2. Except as expressly amended herein, the Declaration shall remain in full force and effect with its terms and conditions.

3. Unless otherwise provided, all capitalized terms herein will have the same meaning as given in the Declaration.

IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration this 30<sup>TH</sup> day of March, 2009.

**SADDLE CREEK DEVELOPMENT LLC**

BY:   
Todd M. Olthof, Vice-President of OD Enterprises, Inc., its Manager

STATE OF INDIANA )  
  ) SS  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for Lake County, State of Indiana, personally appeared Todd M. Olthof who, being duly sworn upon his oath, acknowledged that he is the Vice-President of OD Enterprises, Inc, Manager of Saddle Creek Development LLC and that he is authorized and empowered so to do, executed the above and foregoing Amendment to Declaration for the uses and purposes therein set forth.

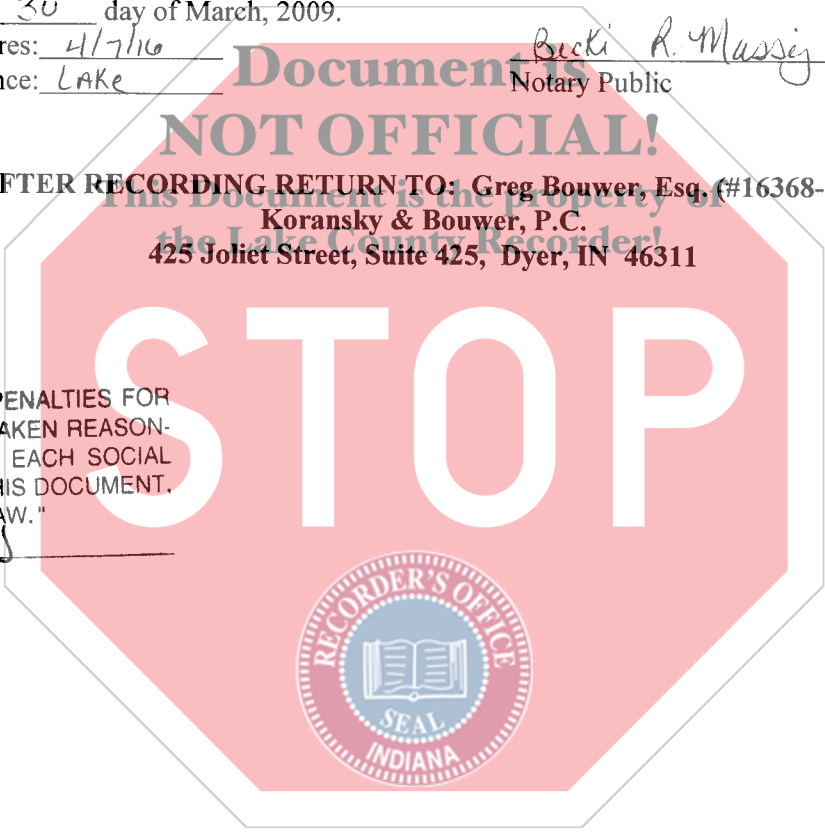
DATED this 30 day of March, 2009.

My Commission Expires: 4/7/16  
My County of Residence: LAKE

*Becki R. Massig*  
Notary Public



AFTER RECORDING RETURN TO: Greg Bower, Esq. (#16368-53),  
Koransky & Bower, P.C.  
425 Joliet Street, Suite 425, Dyer, IN 46311



"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."  
PREPARED BY: KDJ