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FIRST AMENDMENT TO THE COVENANTS AND RESTRICTIONS
APPLICABLE TO LOTS IN PRAIRIE CREEK, UNIT 1, AN ADDITION
TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA

2009 051765

WHEREAS, a Declaration of Covenants and Restrictions for Unit 1 of Prairie Creek, Merrillville, Indiana was adopted on December 30, 2004;

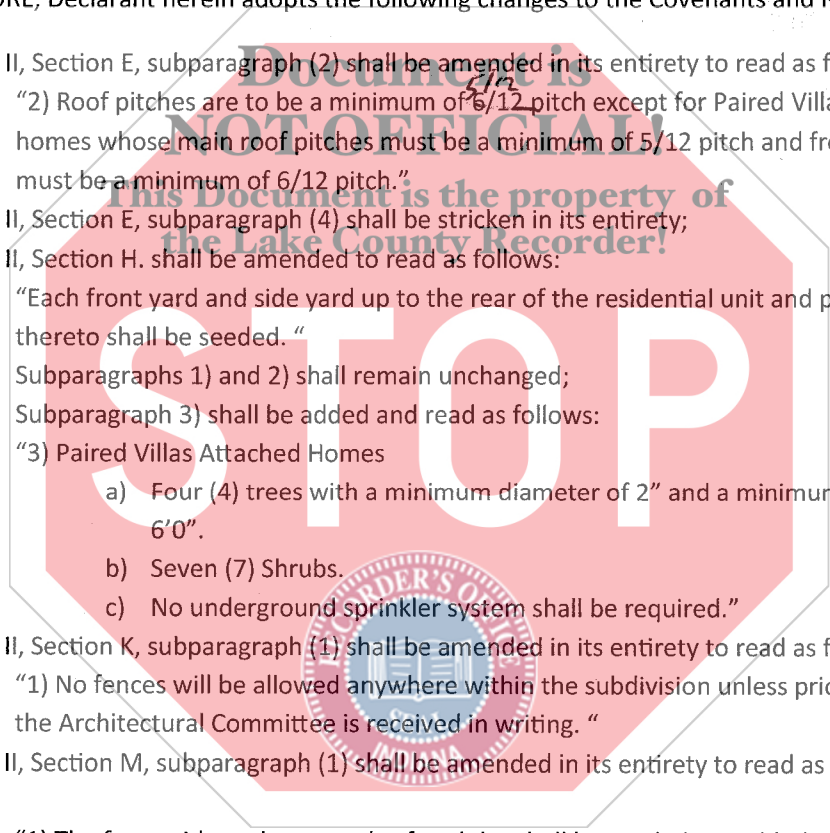
WHEREAS, a resolution of not less than seventy-five (75%) of the current total number of lot owners within the subdivision have voted to adopt this First Amendment to the Covenants and Restrictions for Prairie Creek, Unit 1;

WHEREAS, notice of the subject matter of this First Amendment in reasonable detailed form has been included in a notice of a meeting held and was given to all owners of record for lots within the subdivision;

NOW THEREFORE, Declarant herein adopts the following changes to the Covenants and Restrictions:

1. Article II, Section E, subparagraph (2) shall be amended in its entirety to read as follows:
"2) Roof pitches are to be a minimum of ^{5/12}6/12 pitch except for Paired Villa Attached homes whose main roof pitches must be a minimum of 5/12 pitch and front gable roofs must be a minimum of 6/12 pitch."
2. Article II, Section E, subparagraph (4) shall be stricken in its entirety;
3. Article II, Section H. shall be amended to read as follows:
"Each front yard and side yard up to the rear of the residential unit and perpendicular thereto shall be seeded."
Subparagraphs 1) and 2) shall remain unchanged;
Subparagraph 3) shall be added and read as follows:
"3) Paired Villas Attached Homes
a) Four (4) trees with a minimum diameter of 2" and a minimum height of 6'0".
b) Seven (7) Shrubs.
c) No underground sprinkler system shall be required."
4. Article II, Section K, subparagraph (1) shall be amended in its entirety to read as follows:
"1) No fences will be allowed anywhere within the subdivision unless prior approval of the Architectural Committee is received in writing."
5. Article II, Section M, subparagraph (1) shall be amended in its entirety to read as follows:
"1) The front, side and rear yards of each lot shall be seeded or sodded in grass within three (3) months after the Certificate of Occupancy is issued. If winter weather prohibits completion within that timeframe, then said landscaping shall be completed no later

STATE OF INDIANA
LAKE COUNTY
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2009 JUL 27 PM 2:13
MICHAEL A. BROWN
RECORDER



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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

than May 15th following said occupancy. Further, all owners of record shall be responsible for Erosion Control maintenance of their lot from date of contract sale.”

6. Article II, Section N, shall be added to read as follows:

“Miscellaneous Provisions:

- 1) All Building Accessories, visible garbage receptacles, woodpiles and gas and electric meters (unless otherwise required by applicable authority) shall be located in the rear or side yards of a Lot. Woodpiles shall consist of no more than one (1) face cord of wood and shall be stacked as not to interfere with the view of any adjacent lot owner and in no event shall be stacked more than four (4) feet high. In no event should any woodpiles be covered with any tarpaulin or any other such cover. Any screening fence must receive the prior approval of the Architectural Review Committee as to design physical characteristics and location.
- 2) No flood lights or bright lights which illuminate adjoining Lots shall be permitted. No permanent basketball standards or backboards shall be permitted without the prior written approval of the Architectural Review Committee. Operating dusk to dawn fixtures are required on the fronts of all garages and houses.
- 3) No noxious or offensive activity shall be carried on, in , or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. Without limiting the foregoing, the following activities are specifically prohibited:
 - a) Permitting rubbish or debris of any kind to accumulate on any Lot.
 - b) Permitting unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects grow.
 - c) The burning of refuse outside a Dwelling.
 - d) Foil or reflective materials used on windows as sun screens.
 - e) Heating/air conditioning units installed in any windows.
 - f) Exposed PVC or other pipe in any exterior location visible from the street in front of said dwelling.
 - g) Allowing overhead garage doors to remain open when not in use.
 - h) The accumulation of derelict vehicles, garbage, rubbish, or other unsightly materials within the Development. A derelict vehicle is defined as a vehicle not currently licensed and/or inoperable for a period in excess of twenty-four hours.
 - i) The hanging of laundry, clothing, rugs, or any other articles on any railings, fence, hedge, or wall, or the erection of laundry drying equipment including clotheslines, outside a Dwelling.
- 4) Except as expressly provided herein, no temporary building, truck over ¾ ton, trailer, boat, mobile home, recreational vehicle, tent, or other similar improvement shall be located upon any Lots on more than seven (7) consecutive days or fourteen (14) calendar days in any one (1) calendar year, except for vehicles parked inside the garage. Except as provided in Section 3.15, trucks, boats, recreational vehicles, campers, snowmobiles, motorized golf carts, trailers, commercial vehicles or other vehicles (other than automobiles and mini-vans) shall, when not being driven or operated, at all times be parked in the garage of the Dwelling or (except for said motorized golf carts) on the

driveway serving said Dwelling. The repair or maintenance of said vehicles shall not be permitted except within the confines of the garage. The term "commercial vehicle" shall include all automobiles, station wagons, trucks, or vehicular equipment which bear signs referring or having printed on them, references to any commercial undertaking.

- 5) No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvements thereon. The breeding or keeping of animals for sale or profit is expressly prohibited. No more than three (3) pets shall be allowed to reside at any one Dwelling or on any Lot.
 - 6) The Owner shall observe such rules and regulations regarding the parking or motor vehicles within the Development as may be prescribed by the Association from time to time, including rules restricting parking to one or the other side of the streets. No vehicles shall be parked on any street within the Development without the express written approval of the Property Owners' Association.
 - 7) Each Owner shall keep all areas of the Lots designed or intended for the proper drainage of detention of water, including culverts, swales and ditches, unobstructed, maintained, and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or (except for existing trees or plantings) allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking, redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.
 - 8) No signs, including political signs, shall be displayed on any lot or building other than house numbers; provided, however, that the Declarant and his representatives and assigns shall be entitled to place for sale signs, model home signs, open house signs, and directional signs on lots within the development at Declarant's discretion; and provided further that General Contractors building Dwelling units shall have the right to display a sign on the property setting out its name and telephone number, which sign shall not exceed two (2) feet in height by three (3) feet in width. General Contractors' signs shall be permanently removed not more than one (1) month after the date of occupancy of the Dwelling. "
7. Article II, Section O, shall be added to read as follows:
- "Enforcement Provisions:
- 1) During the time period that Declarant is owner of at least 51% of the total lots in the subdivision or until Declarant has voluntarily turned over control of the Board of Directors of the Property Owners Association, Declarant shall act as the Board of Directors who shall enforce and monitor all matters related to the Covenants and Restrictions;
 - 2) After the time period that Declarant is no longer owner of at least 51% of the total lots in the subdivision or after Declarant has voluntarily turned over control of the Board of Directors of the Property Owners Association, the Owners shall by majority vote annually elect a Board of Directors who shall enforce and monitor all matters related to the Covenants and Restrictions;
 - 3) The Board of Directors may take all reasonable actions to enforce the terms of the Covenants and Restrictions including but not limited to issuing financial fines to Owners who violate the covenants.

Prior to issuance of a fine, the Board shall provide an Owner a written notice providing for no less than thirty days for Owner to comply with the violation noted. Said fines shall be reasonable and shall not exceed \$250.00 per month. The Board may impose a lien on the property of any Owner who does not pay any levied fine within thirty (30) days of issuance by the Board."

In witness whereof, the Declarant has executed this First Amendment this 27 day of July, 2009:
Heritage West Development Group, LLC

By: S. Pedersen

