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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 056590

2010 SEP 29 AM 11:26

MICHELLE R. FAJMAN
RECORDER

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PENTWATER VILLAS

THIS FIFTH AMENDMENT is entered into this 3 day of September, 2010, by PENTWATER DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pentwater Villas recorded in the Office of the Recorder of Lake County, Indiana on May 1, 2006, as instrument no. 2006 036269; and as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pentwater Villas recorded in the Office of the Recorder of Lake County, Indiana on April 24, 2007, as instrument no. 2007 033941; as amended by Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pentwater Villas recorded in the Office of the Recorder of Lake County, Indiana on July 2, 2007, as instrument no. 2007 053710; as amended by Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pentwater Villas recorded in the Office of the Recorder of Lake County, Indiana on April 28, 2008, as instrument no. 2008 030533; and as amended by Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Pentwater Villas recorded in the Office of the Recorder of Lake County, Indiana on October 17, 2008, as instrument no. 2008 071416.

WHEREAS, Declarant reserved the right and option to amend the Declaration;

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

2. Article X, Section 10.08 is hereby deleted in its entirety and replaced with the following:

(a) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; provided, however, dogs, cats or other household pets may be kept, not to exceed a total of two (2) such animals, provided they are not kept, bred or maintained for any commercial purposes. The foregoing limitation on the number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet to prior to the time that the animals in such litter are three (3) months old. If any animal may, in the sole discretion of the Board of Directors or its designated committee, make an objectionable amount of noise, endanger the health of the occupants of other Lots, or otherwise constitute a nuisance or inconvenience to the Owner of other Lots, such animal shall be removed upon the request of the Board of Directors or its designated committee. If the Owner of such animal fails or refuses to honor such request, the animal may be removed at the direction of the Board of Directors. An Owner's failure to remove fecal matter or other solid waste left in any common area by an animal owned by an occupant of such Owner's Lot (or their guests or invitees) shall be conclusively deemed to be a nuisance, and shall subject such Owner to such reasonable penalties as may be determined by the Association, including without limitation, upon

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

repeated violations, the removal of such animal as described above. The cost and expense of any removal of an animal under this Section shall be the sole responsibility of the Owner of the Lot where the animal was kept (or was brought by a guest or invitee). In the event that such Owner fails to reimburse the Association for such cost and expense within twenty-one (21) days after the Association's demand for reimbursement, such cost and expense shall become part of the annual assessment against such Lot, and the amount of such cost or expense assessed against such Lot shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Lot.

(b) Control of Pets. Every person owning or having possession, charge, care, custody or control of any dog, cat or other uncaged pet shall keep such pet exclusively inside his Dwelling or inside the confines of such Owner's Lot; provided, however, that such pet may be outside of the Owner's Dwelling if it be under the control of a competent person and restrained by a chain, leash or other means of adequate physical control. All Owners must control their pets at all times, whether or not such Owner is present, in a manner that will prevent any pet from (i) making noise at objectionable sound levels for extended periods of time, whether continuously or intermittently, (ii) endangering the health or safety of other Owners, their families, guests or invitees or creating fear in other Owners as to the safety of themselves, their families, guests or invitees, or (iii) otherwise constituting a nuisance or inconvenience to the Owner(s) of any other Lot; all of the foregoing as determined by the Association. Any pet identified by the Association as a potentially dangerous animal constituting an unreasonable risk or threat to any other Owner or as to other Owners generally, whether or not such risk or threat is deemed immediate or imminent, or as to the family, guests or invitees of any Owner or other Owners generally, whether due to the type, kind or species of such animal, or its size, natural proclivities or inherent nature, or as a result, whether in whole or in part, of the known tendencies, habits, disposition or history of such animal, or as a result of the manner in which such animal generally is supervised and controlled by its owner, or for any combination of any of the foregoing reasons, shall be subject to such further restrictions or control as the Association may in its absolute discretion deem appropriate, which further restrictions or control may include, without limitation, any one or more of the following additional requirements: (a) constant restraint of the animal by means of a cage, chain, leash or other means deemed appropriate and approved by the Association at all times while such animal is outside an Owner's Dwelling, even while such animal is in the area of such Owner's Lot within a fence; (b) limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Dwelling; (c) prohibiting the animal to be outside a Dwelling at any time without its Owner present; or (d) permanent removal of the animal from the Property.

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 3 day of September, 2010.

PENTWATER DEVELOPMENT LLC

BY: [Signature]
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 Pentwater 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 3 day of September, 2010.

My Commission Expires: 11-27-13
My County of Residence: Lake

[Signature]
Notary Public
Andrea Oller
Seal
Notary Public, State of Indiana
My Commission Expires November 27, 2013

AFFIRMATION

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

[Signature]

AFTER RECORDING RETURN TO:
GREG BOUWER, KORANSKY, BOUWER & PORACKY, P.C., 425 JOLIET STREET, SUITE 425, DYER, IN 46311