

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 OCT -6 PM 12:52

MICHELLE A. SAJMAN
RECORDER

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2010 057992

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

THIS FOURTH AMENDMENT is entered into this 3 day of September, 2010, 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 to Declaration of Covenants, Conditions, Restrictions and Easements for Saddle Creek Villas recorded in the Office of the Recorder of Lake County, Indiana on February 19, 2009, as instrument no. 2009 010335; Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Saddle Creek Villas recorded in the Office of the Recorder of Lake County, Indiana on February 19, 2009, as instrument no. 2009 010336; and Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Saddle Creek Villas recorded in the Office of the Recorder of Lake County, Indiana on April 22, 2009, as instrument no. 2009 025701.

WHEREAS, Declarant reserved the right and option to amend the Rules and Regulations of the Declaration pursuant to Article XII, Section 1(D) and the Association's Board of Directors has approved of this amendment to the rules and regulations pursuant to Article X, Section 13;


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

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

1. Except as amended herein, the Declaration is in full force and effect.
2. The Rules and Regulations of the Declaration are amended as follows:
The revised Rules and Regulations are attached hereto and incorporated herein as if fully set forth.
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.

SADDLE CREEK DEVELOPMENT LLC

BY: 
FILED Thomas M. Althof, Vice-President of OD Enterprises, Inc., its Manager

OCT 06 2010

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

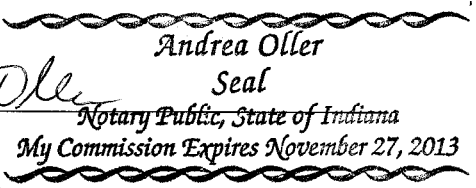
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STATE OF INDIANA)
) SS
COUNTY OF LAKE)

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 3 day of September, 2010.

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


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.



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

EXHIBIT D

RULES AND REGULATIONS

1. ARCHITECTURAL STANDARDS. No change in the exterior appearance of a Residential Unit, or the quality of the construction of a Residential Unit, can be changed in any way whatsoever without the prior approval of the Architectural Review Committee in accordance with the provisions of Article IX of the Declaration of Covenants, Conditions, Restrictions and Easements for Saddle Creek Villas Association, Inc. (hereinafter the "Declaration"). The prohibition of this provision shall include, but not be limited to, the following:
 - a. The construction of any exterior addition to any Residential Unit, or the construction of any temporary or permanent improvement or building on the lot on which the Residential Unit is located.
 - b. The reconfiguration of any existing structure of a Residential Unit in any manner whatsoever.
 - c. The use of any material on the exterior of any Residential Unit or associated structures which is not identical to that which was provided as a part of the original construction, both in quality, color and other appearances. Exceptions to this rule may be made by the Architectural Review Committee, so long as the Architectural Review Committee shall make an affirmative determination that such shall be and remain visually compatible with and in harmony with the appearance of the other Residential Units.
 - d. The erection of aerials, antennas, clotheslines, awnings, or other similar items or devices, except within an enclosed private courtyard in such a manner that they are not visible from any ground level location from the exterior, and a one meter maximum size satellite dish may be placed on the rear roof below the ridge line of any Residential Unit, or in such other location approved by the Architectural Review Committee in writing to comply with FCC Regulations. Satellite dishes shall be installed such that such satellite dishes are not visible from the interior roads and sidewalks of the Property.
 - e. Storm doors and windows shall not be added to a Residential Unit, except in accordance with written Association specifications.
 - f. The erection or maintenance of any fences or other types of barricades, except for those, which are a part of the original construction.
 - g. The use of inappropriate window coverings when viewed from the exterior of the Residential Unit, as determined by the Architectural Review Committee. Standard colored drapes and blinds are permitted.
 - h. The use of mailboxes not in conformity with the quality and style and location requirements of the Architectural Review Committee. The original mailboxes installed for each Residential Unit shall be approved in advance by a duly designated representative of the Declarant or shall conform to the quality, style and location requirements of the Declarant.
 - i. The construction of swimming pools or hot tubs.
 - j. The construction or placement of structures to house or restrain pets.
 - k. No storage sheds, additional fencing, decorative animals, sun globes, flags, statues, figurines, fountains, signs, awnings, decorative iron works and decorative lawn sprinklers, whether attached to a structure or placed in lawns and landscaping shall be permitted unless they receive prior written approval of the Architectural Review Committee.

In addition to the foregoing prohibitions, each Owner shall have an affirmative obligation to maintain and repair his and/or her Residential Unit in such a manner as to maintain at all times the uniformity of appearance of such Residential Unit with all others in the community.

2. MAINTENANCE AND REPAIR OF RESIDENTIAL UNITS. Except as provided in Article IV, of the Declaration, it is the Owners sole and exclusive responsibility to maintain and repair his and/or her Residential Unit. The Association's responsibility shall include not only routine maintenance and care of these lawn and landscaped areas, but also the replacement of grass, sod, and trees and shrubbery, which were a part of the original landscaping. It shall also be the responsibility of the Association to provide water for lawns and repair the lawn irrigation system as needed. Furthermore, it shall be the Association's responsibility to repair or replace any grass, sodding, or landscaping which has been damaged or destroyed by the actions or omissions of any Owner but it shall be the responsibility of the responsible Owner to pay all costs associated therewith.

3. INSURANCE. As of the adoption of these Rules and Regulations by the Association, the Association has elected not to obtain casualty insurance on Residential Units in accordance with the provisions of Article V, Section 1 of the Declaration. Accordingly, it is the sole and exclusive responsibility of each Owner of a Residential Unit to provide casualty insurance in accordance with the provisions of the Declaration. It is, therefore, the Owner's responsibility to be familiar with and comply with Article V of the Declaration in every aspect. This obligation shall include, but not be limited to, the requirements that all casualty insurance be for the full replacement value, that the proceeds thereof be payable to the Insurance Trustee, and that all liability insurance policies show the Association and all Residential Unit Owners as named insureds.

4. SIGNS. No advertising signs (including "For Rent" or "For Sale" signs), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on Lot or Residential Unit. No Owner shall display any sign on any part of any Residential Unit, the Property or within ½ mile of the Property for so long as Declarant owns any Residential Unit or until the expiration of five (5) years, whichever is later. After five (5) years or when all of the Residential Units are sold, whichever is later, only temporary but tasteful "For Sale" signs are permitted.

5. VEHICLES. No motor homes, campers, trailers, boats of any kind, or trucks in excess of 3/4-ton capacity, shall be parked at any time on any Residential Unit, except inside closed garages in a manner that shall allow the garage door to be closed entirely.

6. LEASING RESTRICTIONS. The Residential Units shall be for Owner occupancy. Owner occupancy includes ownership by an immediate family member of at least one person residing in the Residential Unit or a trust of which the occupant is settlor, grantor, trustee or beneficiary. As long as one Residential Unit satisfies the definition of Owner occupancy, the adjacent Residential Unit may be used to support independent living arrangements for the residents in the one Residential Unit. No renting or leasing of the Residential Units to a third party for income shall be permitted except in the case of (i) hardship as defined in this paragraph and (ii) acquisition of a Residential Unit by a lender through foreclosure, deed in lieu of foreclosure or similar proceedings, which in both cases the Owner shall be entitled to lease the Residential Unit for residential purposes. Hardship is defined as a personal or financial situation that without allowing renting or leasing of a Residential Unit significant financial harm shall occur to the Owner. The Owner must inform the Association of the specific circumstances of the hardship, and provide the Association with a copy of the lease. Notwithstanding anything to the contrary herein, for all subsequent sales after Declarant sales, at least seventy percent (70%) of the Residential Units shall be Owner occupied

7. MINIMUM HEAT. The minimum heat in every Residential Unit shall not be less than sixty (60) degrees Fahrenheit. for the period of time from November 1 to April 15 each year.

8. NOISE. Loud music or television or any other sound which may be objectionable to any other Owner or Occupant is prohibited at all times.

9. CAR WASHING. No car or other vehicle washing is permitted on any of the Residential Units in any manner, which would allow soaps, detergents, or other chemical liquids or compounds to damage any lawn or landscaped area.

10. ANIMALS AND CONTROL OF PETS.

a. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Residential Unit; 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 Residential Units, or otherwise constitute a nuisance or inconvenience to the Owner of other Residential Units, 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 Residential Unit (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 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 Residential Unit 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 Residential Unit, and the amount of such cost or expense assessed against such Residential Unit shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Residential Unit.

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 Residential Unit or inside the confines of such Owner's Residential Unit; provided, however, that such pet may be outside of the Owner's Residential Unit 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 Residential Unit; 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 Residential Unit, even while such animal is in the area of such Owner's Residential Unit within a fence; (b) limitations on the time periods or durations that such animal is permitted to be outside of its Owner's Residential Unit; (c) prohibiting the animal to be outside a Residential Unit at any time without its Owner present; or (d) permanent removal of the animal from the Property.

11. GARBAGE. All garbage receptacles shall be located and stored in such a place as to be not visible from any ground level location in the Project, excepting only on those days of garbage collection, in which case such garbage containers, when

empty, shall be immediately relocated to a place as described above.

12. RESPONSIBILITY FOR ASSESSMENTS AND COMPLIANCE WITH DECLARATION. The Owner is always responsible for Association Assessments, insurance deductibles or any other charge the Board of Directors may direct to the Residential Units, and the compliance by all Occupants (including tenants and subtenants) with the provisions of the Declaration, regardless of whether the Residential Unit is occupied by the Owner or by an Occupant, and regardless of any agreement which such Owner may have with any such Occupant, tenant or subtenant.

13. OWNERS OBLIGATION TO PROVIDE INFORMATION TO THE ASSOCIATION. All Owners shall advise the Association in writing of the names, residence addresses (if different from that of the Residential Unit owned) and telephone numbers of all Owners, Occupants and all tenants, subtenants and other occupants; and the name, business address and telephone numbers of all Mortgagees of record on the Residential Unit owned, and all such information provided in accordance herewith shall be updated in writing by each Owner within fifteen (15) days, upon the request of the Board of Directors.

14. OUTDOOR ITEMS. The following items may be installed: (i) an address sign placed within the landscaping; (ii) landscape lights may be placed within the mulch area; (iii) one shepherds hood with a hanging flower pot; (iv) plants, plant stands and flower pots in the landscape area or on the front porch; (v) a bench or chairs may be placed on the front porch; (vi) an American flag attached to the Residential Unit may be displayed; (vii) a wreath may be displayed on the front door; and (viii) holiday decorations may be installed one week before and after a holiday, with the exception of Christmas decorations which may be installed from the week of Thanksgiving until one week after New years Day. No other permanent flag poles, decorative flags, awnings, bird baths or bird feeders, decorative animals, decorative iron works, decorative lawn sprinklers, additional fencing, miniature fountains, landscape lights attached to a structure, name plates, pavers, plaques, rocks, signs, statues or figurines, storage sheds, sun globes, thermometers, wind chimes, wishing wells, any other general decorating items and landscaping shall not be permitted unless they receive prior written approval of the Architectural Review Committee.