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STATE OF INDIANA  
LAKE COUNTY  
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2011 MAR -4 AM 9:56

MICHELLE S. JOHNSON  
RECORDER

Correction and Assignment of Declarant Rights

*CTIC 620110424cm*

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**STOP**



This Instrument  
Prepared By and After  
Recording Return to:

William M. Laytin  
900 Woodlands Parkway  
Vernon Hills, Illinois 60061

20110303 11:00 AM

**FILED**

MAR 03 2011

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PEGGY HULING KATONA  
LAKE COUNTY AUDITOR

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*CT*  
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Correction and Assignment of Declarant Rights

**THIS ASSIGNMENT** (“Assignment”) is made as of February 28, 2011 from Stonegate Commons Investors, LLC (“Stonegate”) to Hallmark Development, Inc. (“Hallmark”).

**WHEREAS**, the property described in Exhibit A attached hereto (the “Property”) is subject to that certain Declaration of Covenants, Dedications, Restrictions and Easements and By-Laws for Providence Townes of Stonegate Commons recorded with the Lake County, Indiana Recorder of Deeds of Document 2007 080170, as amended from time to time and Declaration of Master Covenants, Dedications, Restrictions, and Easements for the Stonegate Commons Subdivision recorded with the Recorder of Lake County, Indiana as document No. 2007 080171 as amended from time to time (collectively the “Declarations”);

**WHEREAS**, Stonegate sold Lots 37 and 40 (“First Lots”) the Property to Hallmark;

**WHEREAS**, Pursuant to the conveyance of the First Lots to Hallmark Stonegate recorded that certain Assignment of Declarant Rights dated as of November 12, 2010 and recorded with the Recorder of Deeds of Lake County, Indiana as document 2010 067298 (“First Assignment”);

**WHEREAS**, The exhibit to the First Assignment was omitted erroneously the (“Error”);

**WHEREAS**, Stonegate is selling Lot 42 (“Lot 42”) of the Property to an affiliate of Hallmark; and

**WHEREAS**, to correct the Error and pursuant to the sale of Lot 42 to Hallmark, Stonegate desires (a) to reassign and transfer all of its rights and interest in, to and under the Declaration to Hallmark with respect to the First Lots to Hallmark and (b) to assign all of its rights and interest in, to and under the Declarations to Hallmark with respect to Lot 42 to Hallmark.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

As of the date hereof, Stonegate, with respect only to the Property described on **Exhibit A** hereto exclusively, hereby fully assigns, transfers and conveys to Hallmark all of its rights and interest in, to and under the Declarations including, without limitation, all of its rights and interest granted to the Declarant in, to and under the Declarations.

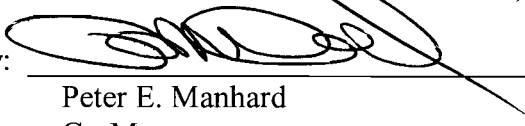
This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns.

Hallmark accepts such assignment of rights and agrees to abide by all the terms of the Declaration and to exercise the rights herein granted and assigned as provided in the Declarations.

This Agreement shall not enlarge, restrict, or otherwise modify the rights and obligations of the Declarant, as described and defined under the Declarations.

**IN WITNESS WHEREOF**, Stonegate has duly executed and delivered this Assignment as of the date first written above.

STONEGATE COMMONS INVESTORS, LLC

By:   
Peter E. Manhard  
Co-Manager

The undersigned accepts the foregoing assignment and hereby assumes all of Declarant's rights and interests under the Declarations with respect to the Property exclusively.

HALLMARK DEVELOPMENT, INC.

By: 

Its: \_\_\_\_\_

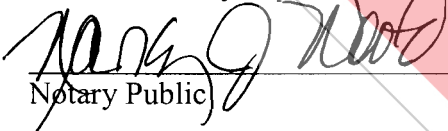
State of Illinois )  
                          ) SS  
County of Lake   )

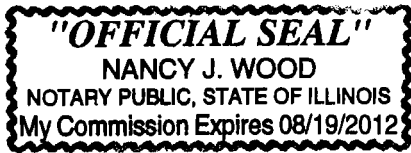
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**This Document is the property of Star Public Company, Inc.**

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Peter E. Manhard, personally known to me to be the Manager and Authorized Representative of the aforesaid limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager and Authorized Representative, he signed and delivered the said instrument in the capacity noted on behalf of the aforesaid limited liability company, pursuant to authority given as stated, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal, this 28th day of February 2011.

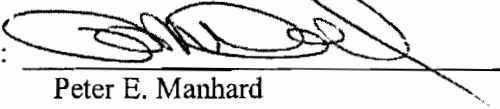
  
Notary Public



This Agreement shall not enlarge, restrict, or otherwise modify the rights and obligations of the Declarant, as described and defined under the Declarations.


**IN WITNESS WHEREOF**, Stonegate has duly executed and delivered this Assignment as of the date first written above.

STONEGATE COMMONS INVESTORS, LLC

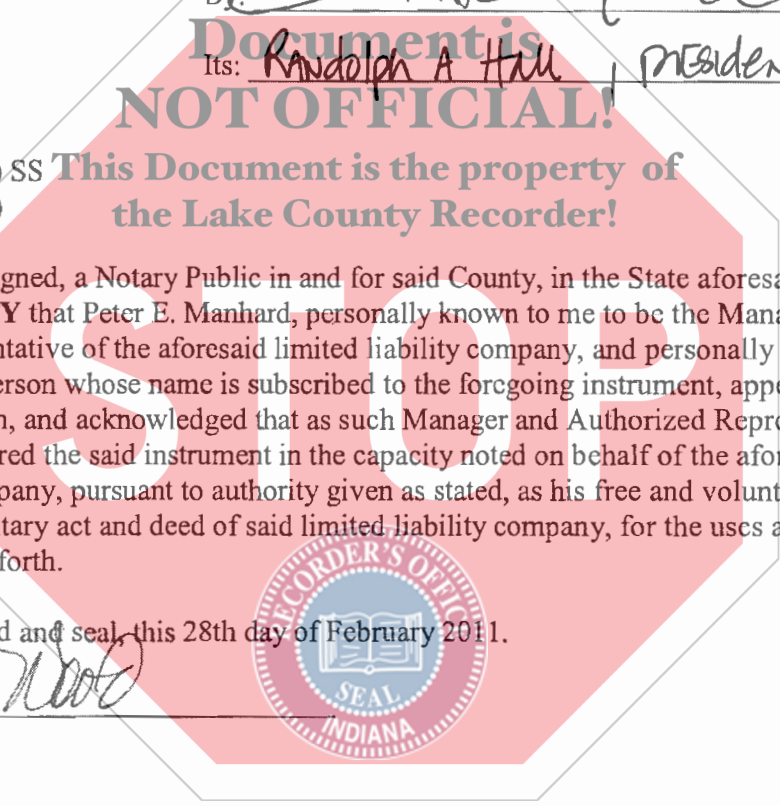
By:   
Peter E. Manhard  
Co-Manager

The undersigned accepts the foregoing assignment and hereby assumes all of Declarant's rights and interests under the Declarations with respect to the Property exclusively.

HALLMARK DEVELOPMENT, INC.

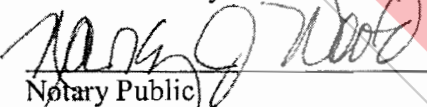
By:   
Its: Randolph A Hall President

State of Illinois )  
County of Lake )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Peter E. Manhard, personally known to me to be the Manager and Authorized Representative of the aforesaid limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such Manager and Authorized Representative, he signed and delivered the said instrument in the capacity noted on behalf of the aforesaid limited liability company, pursuant to authority given as stated, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of February 2011.

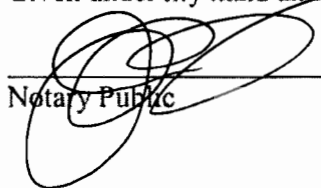
  
Notary Public

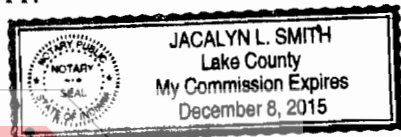
**"OFFICIAL SEAL"**  
NANCY J. WOOD  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 08/19/2012

State of Indiana )  
 ) SS  
County of Lake )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Randolph A. Hall, personally known to me to be the President of Hallmark Development, Inc. and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such President, he/she signed and delivered the said instrument in the capacity noted on behalf of the aforesaid corporation, pursuant to authority given as stated, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal, this 28<sup>th</sup> day, of February 2011.

  
\_\_\_\_\_  
Notary Public



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

  
This Document is the property of  
the Lake County Recorder!

Peter E. Manhard



Exhibit A

Lots 37, 40 and 42 in Stonegate Commons Subdivision, as per the amended final plat thereof, recorded in Plat Book 102, Page 38 in the Office of the Recorder of Lake County, Indiana

