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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WILLOWS COMMUNITY ASSOCIATION

THIS FIRST AMENDMENT is entered into this 21<sup>st</sup> day of February, 2024, by Prairie Development LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for The Willows Community recorded in the Office of the Recorder of Lake County, Indiana on December 1, 2023, as Document No. 2023-032314 (the "Declaration").

WHEREAS, Declarant reserved the right and option to amend the Declaration pursuant to Article XIII, Section 13.02;

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

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

FEB 22 2024

- 1. Except as amended herein, the Declaration is in full force and effect.
- 2. The following definitions shall be added to Section 1.01:

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

(ff) "Mailbox" shall mean and refer only to an individual box within a cluster box unit that is unique to each individual address within the Community and is the responsibility of the Owner for each address which corresponds to the individual box.

(gg) "Cluster Box Unit (CBU)" shall mean and refer only to the overall unit which contains all of the individual mailboxes within it and is the responsibility of the Association.

- 3. The following Sections shall be added to the Declaration:

3.14 Environmental Easement. There is hereby reserved for the benefit of Declarant, and its respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across all portions of the Community Area for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to maintain any and all wetland areas on the Property, the right to drain standing water, and the right to dispense pesticides.

3.15 Party Wall Rights, Restrictions and Easements. Subject to any other or additional provisions contained in any written agreement between the parties affected, each wall which is built as part of the original construction of a Dwelling and placed on the lot line of a Dwelling shall constitute a party wall and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. In the event and to the extent that the center of any wall between Dwellings on and over such adjoining Dwellings shall encroach into or onto the adjacent Dwelling, the Owner utilizing said party wall will have a perpetual exclusive easement appurtenant to his or her Dwelling on and over such adjoining Dwelling for the maintenance, repair and restoration of such wall and his or her Dwelling to the extent that the same shall occupy such adjoining Dwelling, and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, the Owner who has shared the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute equally to the cost of the restoration thereof, without prejudice however, to the right of any such

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Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts of omissions. Notwithstanding any other provisions of this Declaration, any Owner who is by his or her negligence or willful act, or the negligence or willful acts of his or her occupancy causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements. The right of any Owner to contributions from any other Owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successor in title. Easements are hereby declared and granted to Owners having a party wall to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components through the party walls of two or more Dwellings, whether or not such walls lie in all or in part within the boundaries of a Dwelling. Every portion of a Dwelling shall be burdened with an easement of structural support for the benefit of the other Dwellings.

3.16 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each adjacent Dwelling due to the unintentional placement or setting or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance necessary to encompass any constructed encroachment, either now existing or arising in the future; provided, however in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, Occupant or the Association.

3.17 Right of Entry. The Association shall have the right and license, but shall not be obligated, to enter into any Lot or Dwelling for emergency, security and safety, which right may be exercised by the Association's Board of Directors, officers, safety, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot or Dwelling to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. There is hereby granted to the Association, and its agents, employees, managers and independent contractors, a license to enter upon all Lots or Dwellings to the extent necessary or appropriate for the conduct of the Association's responsibility under Article V.

3.18 No Partition. There shall be no judicial partition of the Development or any part thereof, nor shall any person acquiring any interest in the Development or any part thereof seek any such judicial partition unless the Development has been removed from the provisions of this Declaration

4. Section 5.01 (a) and (b) of the Declaration shall be deleted in their entirety and restated as follows:

5.01 Responsibilities of Owners.

(a) Unless specifically identified herein or in as being the responsibility of the Association or a Neighborhood Association, all maintenance and repair of Lots and Dwellings, together with all other improvements thereon or therein and all lawns (including parkways), landscaping, and grounds on and within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner or Neighborhood Association shall be responsible for maintaining his or her Lot or Dwelling, Neighborhood Community Area or Neighborhood, as the case may be, in a neat, clean, and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings, and other structures and all lawns, trees, shrubs, hedges, grass, and other landscaping. As provided in Section 5.02(c) hereof, each Owner or Neighborhood Association shall also be obligated to pay for the costs incurred by the Association for repairing, replacing, maintaining, or cleaning any item which is the responsibility of such Owner or Neighborhood Association, but which responsibility such Owner or Neighborhood Association fails or refuses to discharge.

(b) Mailboxes for the Community will be a standard cluster box unit (CBU) model approved and placed in a location determined by the United States Postal Service (USPS). Upon the closing of

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a dwelling, the Owner shall be assigned an individual box corresponding with the address of the unit, be assigned a key for the lock on said box, and become responsible for the box and its condition. In the event that an owner loses the key, damages the lock, etc., it will be the responsibility of the Owner to contact the USPS for repairs or replacement of both the lock and/or key. In instances where the lock is frozen, it is the Owner's responsibility to thaw the lock.

5. Section 5.02 (a), (b), and (c) of the Declaration shall be deleted in their entirety and restated as follows:

## 5.02 Association's Responsibility.

(a) Except as may be herein otherwise specifically provided, the Association shall maintain and keep in good repair all portions of the Community Area, which responsibility shall include the maintenance, repair, and replacement of (i) all Amenities in Section 2.07 and all walks and trails (if any), lots, landscaped area, community fencing, and other improvements made by Declarant or the Association situated within the Community Area or within easements encumbering Lots, Dwellings, or Neighborhoods pursuant to Section 3.03 hereof, (ii) such security systems and utility lines, pipes, plumbing, wires, conduits, and related systems which are a part of the Community Area and which are not maintained by a public authority, public service district, public or private utility, or other person, (iii) all lawns, trees, shrubs, hedges, grass, and other landscaping and all lakes and ponds situated within or upon the Community Area and (iv) all retention areas and drainage facilities constructed in the Community Area, and (v) CBU's. A map of the Community Area is attached as Exhibit D. Further details on maintenance of Community Area outlots, as well as a more detailed Community Area map, are kept on file with the property manager and can be obtained by an Owner upon request. The Association shall not be liable for injury or damage to any person or property (A) caused by the elements or by any Owner or any other person, (B) resulting from any rain or other surface water which may leak or flow from any portion of the Community Area, or (C) caused by any pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property of such Owner which may be stored in or upon any portion of the Community Area or any other portion of the Property. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or to perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of improvements or repairs which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such assessments being a separate and independent covenant on the part of the Owner.

(b) In the event that Declarant or the Board determines that: (i) any Owner or Neighborhood Association has failed or refused to discharge properly his or its obligations with regard to the maintenance, cleaning, repair, or replacement of items for which he or it is responsible hereunder, or (ii) that the need for maintenance, cleaning, repair, or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his family, tenants, guests, or invitees, and is not covered or paid for by insurance in whole or in part, then, in either event, Declarant or the Association, except in the event of an emergency situation, shall give such Owner or Neighborhood Association written notice of Declarant's or the Association's intent to provide such necessary maintenance, cleaning, repair, or replacement, at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Except in the event of emergency situations, such Owner or Neighborhood Association, as the case may be, shall have fifteen (15) days within which to complete the same in a good and workmanlike manner, or in the event that such maintenance, cleaning, repair, or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, cleaning, repair, or replacement and diligently proceed to complete the same in a good and workmanlike manner. In the event of emergency situations or the failure of any Owner or Neighborhood Association to comply with the provisions hereof after such notice, Declarant or

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the Association may provide (but shall not have the obligation to so provide) any such maintenance, cleaning, repair, or replacement at the sole cost and expense of such Owner or Neighborhood Association, as the case may be, and said cost shall be added to and become a part of the assessment to which such Owner and his Lot or Dwelling are subject and shall become a lien against such Lot or Dwelling, or, in the case of a Neighborhood Association, shall be added to and become a part of the assessments for all Owners within such Neighborhood Association and shall become a lien against such Owners' Lots or Dwellings. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association shall promptly reimburse Declarant for Declarant's costs and expenses.

(c) The Willows Townhomes. Within the Willows Townhomes, the Association shall maintain and keep in good repair the following: (i) seasonal weekly mowing of lawns on Lots, which shall include string trimming around residence, landscape borders and utilities; (ii) seasonal monthly edging of driveways and sidewalks; (iii) addition of new mulch once a year (if applicable); (iv) two (2) yearly cleanups of the landscaping installed by the Declarant; (v) irrigation on Lots, controlled by the Association; (vi) fertilization with four (4) seasonal applications; (vii) snow removal of alleys and front sidewalks; (viii) painting of exterior trim as required; and (ix) mailboxes.

6. Article VI of the Declaration shall be deleted in its entirety and restated as follows:

6.01 Damage or Destruction to Community Area. Immediately after the damage or destruction by fire or other casualty to all or any part of the Community Area covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and, in any such event, the Board shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this Article VI, means repairing or restoring the damaged property to substantially the same condition in which it existed prior to the fire or other casualty. Unless within sixty (60) days following any damage or destruction to all or a part of the Community Area, Declarant, for so long as Declarant owns a Lot or Dwelling primarily for the purpose of sale or has the unexpired option to add the Additional Property or any portion thereof to the Development, together with at least seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such damaged improvements. If the insurance proceeds, if any, for such damage or destruction are not sufficient to defray the cost thereof, and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board may levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess costs of repair or reconstruction. Such a special assessment shall be levied against the Owners equally in the same manner as annual assessments are levied or as one lump sum payment, and additional assessments may be made at any time during or following the completion of any repair or reconstruction. Any and all sums paid to the Association under and by virtue of such assessments shall be held by and for the benefit of the Association together with the insurance proceeds, if any, for such damage or destruction. Such insurance proceeds and assessments shall be disbursed by the Association in payment for such repair or reconstruction pursuant to and in accordance with such method of distribution as is established by the Board. Any proceeds remaining after defraying such costs shall be retained by and for the benefit of the Association. If it is determined that the damage or destruction for which the insurance proceeds are paid shall not be repaired or reconstructed, such proceeds shall be retained by and for the benefit of the Association, and the ruins of the Community Area damaged or destroyed by fire or other casualty shall be cleared and the Community Area left in a clean, orderly, safe, and sightly condition.

6.02. Insurance. The insurance which may be carried upon the Community Area and personal property shall be governed by the following provisions:



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(a) Authority to Purchase. All insurance policies upon the Community Area and personal property shall be purchased by the Association for the benefit of the Members of the Association. If the insurance companies issuing said policies agree, such policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners, the Association, the Members thereof and their respective servants, agents, and guests. Such policies and endorsements shall be deposited with the Association and held as part of the records of the Association.

(b) Policies to be Secured by the Association. The policies to be secured by the Association are as follows:

(1) Casualty. The buildings and other insurable improvements upon the Community Area and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(b) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the building, including, but not limited to, vandalism, malicious mischief, windstorm, and water damage;

(2) Errors and Omissions. Public liability, officers, directors and employees liability for errors and omissions, and Property damage in such amounts and such forms as may be required by the Association.

(3) Workmen's Compensation. Workmen's Compensation policy to meet the requirements of law.

(4) General Liability. Liability insurance to cover liabilities of the Association.

(c) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Community Expenses.

(d) Beneficiary of Policies. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds payable as a result of losses thereunder shall be paid to the Association. Proceeds received from insurance policies shall be used by the Association to repair or replace the Property damaged. In the event the proceeds are insufficient, the Association may levy assessments to cover such deficiency.

(e) Disposal of Proceeds. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance after payment of all costs of the reconstruction or repair for which the proceeds of the policies were received, such balance shall be retained by the Association and regarded as miscellaneous revenue to the Association.

(f) Insurance Adjustments. Each Member shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association.

6.03 Willows Townhomes. The terms and conditions in Paragraph 6.03 only apply to Willows Townhomes. By virtue of taking title to a Dwelling subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners within Willows Townhomes and with the Association that each individual such Owner shall carry blanket all-risk casualty insurance on the Dwellings and structures

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constructed thereon, unless the Association carries such insurance, which it is not obligated to do. Each individual Owner further covenants and agrees that in the event of any loss of damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. Each Owner shall also obtain a public liability policy covering the Dwelling within Willows Townhomes owned by such Owner and shall name the Association and all of its members as additional insureds for all damages or injury caused by the negligence of such Owner. The public liability insurance policy shall have at least Three Hundred Thousand Dollar (\$300,000.00) single person limit as respects to bodily injury and property damage, a Five Hundred Thousand Dollar (\$500,000.00) limit per occurrence and a Two Hundred Thousand Dollar (\$200,000.00) minimum property damage limit.

(a) All policies shall be written with a company licensed to do business in Indiana and holding a rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if reasonably available, or if not available, the most nearly equivalent rating, and shall be for the full replacement cost. All such policies shall provide for a certificate of insurance for each Member to be furnished to the Association.

(b) All policies on Dwellings shall be for the benefit of the Dwelling Owners and their Mortgagees as their interests may appear in Willows Townhomes. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

(c) Exclusive authority to adjust losses under policies in force on Dwellings in Willows Townhomes shall be vested in the Association; provided, however, no Mortgagee having any interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall any insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with the construction.

(f) The Association and the Owner shall be required to make every reasonable effort to secure insurance policies that will provide the following:

(1) A waiver of subrogation by the insurer as to any claim against the Association, the Owners and their respective tenants, servants, agents, and guests;

(2) A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) That no policy obtained by the Association may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(g) That no policy obtained by the Association may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized manager

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without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner or Mortgagee;

(h) That any "other insurance" clause in any policy exclude Association and individual Owner's policies from consideration; and

(i) That no policy may be canceled or substantially modified without at least ten (10) days prior written notice to the Association.

(j) Each individual Owner further covenants and agrees that in the event of any loss of damage and destruction the proceeds of such insurance shall be used only in accordance with this Declaration. A decision not to rebuild or reconstruct shall under no circumstances relieve or discharge an Owner from the obligation to pay Assessments to the Association.

(k) Proceeds of insurance policies shall be paid to the Association to be disbursed as follows:

(i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repair or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction or, in the event no repair or reconstruction is made, shall be disbursed to the affected Owner or Owners and their Mortgagee(s) as their interests may appear. This is a covenant for the benefit of any Mortgagee of a Dwelling and may be enforced by such Mortgagee.

(ii) If it is determined, as provided for in Section 2 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for in Section 3.a. of this Article V.

## (L) Damage and Destruction Procedures.

(i) Immediately after the damage or destruction by fire or other casualty or any part of a Dwelling, the Association, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Dwellings to substantially the same condition in which they existed prior to the fire or other casualty.

(ii) Any damage or destruction shall be repaired or reconstructed unless by a vote of at least three-fourths (3/4) of all Members within Willows Townhomes entitled to vote (not three-fourths (3/4) of a quorum) a decision is made within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

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(iii) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the Dwelling shall be restored to its natural state by the Owners thereof and maintained as an undeveloped portion of the Property by the Association in a neat and attractive condition.

(m) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Association shall, without the necessity of a vote of the Members, levy a Special Assessment against the Owner or Owners of Dwellings within Willows Townhomes affected by such damage or destruction. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

6.04 Willows Estates. The terms and conditions in Paragraph 6.04 only apply to Willows Estates. In the event of damage or destruction by fire or other casualty to any Lots or Dwellings, and in the further event that either the Owner of such Lot or Dwelling responsible for the repair and replacement of such elects not to repair or rebuild the damaged or destroyed Lot or Dwelling, such Owner making such election shall promptly clear away the ruins and debris of any damaged improvements or vegetation and leave such Lot or Dwelling in a clean, orderly, safe, and slightly condition. Should such Owner elect to repair or rebuild such Lot, Dwelling, or other improvements, such Owner shall repair or rebuild such Lot, Dwelling, or other improvements to substantially the same condition as existed prior to such fire or other casualty and in accordance with all applicable standards, restrictions, and provisions of this Declaration (including, without limitation, Article X hereof) and all applicable zoning, subdivision, building, and other governmental regulations. All such work of repair or construction shall be commenced promptly following such damage or destruction and shall be carried through diligently to conclusion.

7. Section 9.10 and 9.11 of the Declaration shall be deleted in their entirety and restated as follows:

9.10 Closing Costs/Working Capital – The Willows Estates.

(a) At closing, Purchaser shall personally assume Purchaser's prorata share of the assessment attributable to the Property for the assessment period during which the closing date occurs.

(b) At closing, Purchaser shall pay a working capital fee in an amount equal to one (1) times the quarterly assessment fee for the Estates Association operating account as determined by the Seller. Said capitalization fee is non-refundable and is not a pre-payment of monthly assessments. Seller shall hold and use the assessments and capitalization fees in exercising the powers, rights, duties, and functions of the Board of the Homeowners Association and to satisfy and discharge all common expenses, as defined in the Declaration.

(c) At closing, Purchaser shall pay a community reserve capital fee in an amount equal to one (1) times the quarterly assessment fee for the Community Association Reserve account as determined by the Seller. Said capitalization fee is non-refundable and is not a pre-payment of monthly assessments. Seller shall hold and use the assessments and capitalization fees in exercising the powers, rights, duties, and functions of the Board of the Homeowners Association and to satisfy and discharge all common expenses, as defined in the Declaration.

(d) At closing, Purchaser shall pay a community working capital fee in an amount equal to one (1) times the quarterly assessment fee for the Community Association operating account as determined by the Seller. Said capitalization fee is non-refundable and is not a pre-payment of monthly assessments. Seller shall hold and use the assessments and capitalization fees in exercising the powers, rights, duties, and functions

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of the Board of the Homeowners Association and to satisfy and discharge all common expenses, as defined in the Declaration.

## 9.11 Closing Costs/Working Capital – The Willows Townhomes.

(a) At closing, Purchaser shall personally assume Purchaser's prorata share of the assessment attributable to the Property for the assessment period during which the closing date occurs.

(b) At closing, Purchaser shall pay two (2) monthly assessments to the Homeowners Association as a pre-payment for two (2) months.

(c) At closing, Purchaser shall pay a working capital fee in an amount equal to one (1) times the monthly assessment fee for the Townhome Association operating account as determined by the Seller. Said capitalization fee is non-refundable and is not a pre-payment of monthly assessments. Seller shall hold and use the assessments and capitalization fees in exercising the powers, rights, duties, and functions of the Board of the Homeowners Association and to satisfy and discharge all common expenses, as defined in the Declaration.

(d) At closing, Purchaser shall pay a community reserve capital fee in an amount equal to one (1) times the monthly assessment fee for the Community Association Reserve account as determined by the Seller. Said capitalization fee is non-refundable and is not a pre-payment of monthly assessments. Seller shall hold and use the assessments and capitalization fees in exercising the powers, rights, duties, and functions of the Board of the Homeowners Association and to satisfy and discharge all common expenses, as defined in the Declaration.

(e) At closing, Purchaser shall pay a community working capital fee in an amount equal to one (1) times the monthly assessment fee for the Community Association operating account as determined by the Seller. Said capitalization fee is non-refundable and is not a pre-payment of monthly assessments. Seller shall hold and use the assessments and capitalization fees in exercising the powers, rights, duties, and functions of the Board of the Homeowners Association and to satisfy and discharge all common expenses, as defined in the Declaration.

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

[ SIGNATURE ON NEXT PAGE ]

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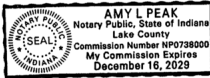
IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration this 21<sup>st</sup> day of February, 2024.

PRAIRIE DEVELOPMENT LLC

By:

[Signature]  
Scot F. Olthof, Vice President and Treasurer

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )



Before me, the undersigned Notary Public in and for Lake County, State of Indiana, personally appeared Scot F. Olthof who, being duly sworn upon his oath, acknowledged that he is the Vice President and Treasurer of Prairie 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 21<sup>st</sup> day of February, 2024.

My Commission Expires: 12/16/2029  
My County of Residence: Lake

[Signature]  
Notary Public

### 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. Greg A. Bower

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