

2008-003423

AMENDMENTS TO RESTRICTIVE COVENANTS
OF
RAVINIA SUBDIVISION

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
02/07/2008 03:58PM
LINDA D. TRINKLER
RECORDER

REC FEE: \$32.00
PAGES: 10

Ravinia Home Owner's Association, Inc., an Indiana Corporation, (the "Home Owner's Association"), being an association of the owner's of the real estate described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Real Estate"), does hereby amend the conditions, covenants, and restrictions to govern the use and occupancy of the lots in Ravinia Subdivision and such conditions, covenants and restrictions shall operate perpetually and run with the land and title to all of the lots on said subdivision, and as follows, to wit:

2002-029877 RESTRICTIONS & COVENANTS

1. No building, wall fence or other structure shall be erected or placed on any lot or parcel until the building plans, specifications and plot plans showing location and elevation of such building and the landscaping have been approved in writing as to: the conformity and harmony of external design with existing structures in the structures in the subdivision, the location of the building with respect to topography and finished ground elevation, the width and depth of any house submitted for consideration and how such structure displaces or removes only a minimal amount of trees on the lot and as to the sufficiency of the specifications, by a building committee consisting of representatives designated by the Developer (hereinafter the "Building Committee". No building permit shall be obtained by the County of Porter, Indiana until and unless the plans and specifications for the improvement have been given written approval by the Building Committee. In the event of death or resignation of any member of said Building Committee, the remaining member or members shall be authorized to select a replacement, but prior to such selection, the remaining member or members shall have full authority by unanimous action to perform all of the duties of the full committee. In case of disagreement among the committee members on any matter officially before the committee, the vote of the majority among such members of the committee shall be controlling.

In the event the Building Committee or its designated representation fails to approve or disapprove any design, location, specifications and elevation within thirty (30) days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the erection of any building or the making of alterations thereof has not been commenced prior to the completion of the roof of such building, such approval will not be required and this covenant will be deemed to have been complied with fully. Neither the members of the Building Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 2010. However, any modifications in the powers or the duties of the Building Committee shall not be subject to the amendatory provisions of paragraph 22 below. Thereafter, the approval described herein shall not be required unless prior to such date and effective thereof, a majority of the lot owners in said subdivision appoint a representative or

COPY

DKH 304

representatives who shall thereafter exercise the same powers previously exercised by the Building Committee.

The Developer or the Building Committee or their employees, agents and representatives shall not be liable for any damage, loss or prejudice suffered or claimed by any owner, builder, contractor or subcontractor who submits such plans on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (e) the development of any property within the Real Estate. Any person submitting plans to the Building Committee shall hold the Developer and the Building Committee harmless from damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred. (f) The building committee shall bring any plans, improvements, ect. Performed on existing homes before the Home Owners Association Board.

2. The Real Estate shall be used for residential purposes only.
3. All residential buildings and/or garages shall be no more that twenty (20) feet from the property line which fronts the street, unless approved by the Building Committee. The Building Committee shall have the sole power to change the building setback lines, but such changes must be: in conformity with the planned unit development ordinance of the County of Porter, Indiana, for Ravinia Subdivision, be in writing and for good cause shown.
4. No structure shall be erected, altered, placed or permitted to remain on any lot in this subdivision other than a single-family dwelling not to exceed two stories in height, unless said structure is expressly approved by the Building Committee. Structure as referred to herein shall mean fence, kennel, patio, playhouse, building, shelter, lean-to, garage, swimming pool, storage shed, whether temporary or permanent, upon the Real Estate or any other building or fixture except the dwelling house which extends above ground level.
 - a. All sheds must be consistent with the home design and structure.
 - b. All wooden fences must be stained.
5. All residential structures shall comply with the following: (1) All one-story residential structures shall have a minimum first floor area of 1,300 square feet; (2) All multi-level residential structures shall have a minimum square feet area of 1,400 finished square feet; (3) All two-story residential structures shall have a minimum total floor area of 1,400 square feet above grade level. In computing the minimum square footage required above, the computation of square footage shall exclude porches, breezeways, attached garages or basements.

6. Porches (front and/or side) shall be required on the lots: 9, 10, 12, 15, 16, 20, 21, 41, 42, 43 and 53. The type and location of porch shall be subject to the approval of the Building Committee.
7. All driveways must be constructed of either asphalt, concrete, brick, or cobblestone and construction of a driveway must be completed within ninety (90) days after occupancy of a residential dwelling on the lot.
8. Sidewalks are to be installed by the owner on all lots in the subdivision except for Lots 27 – 42 inclusive and Lots 49 – 57 inclusive where sidewalks are specifically prohibited.
9. Each front yard up to the side of the residential building and perpendicular thereto shall be landscaped with sod grass. Only the back and side yards may be seeded. Each owner shall install a mailbox stand. The size, style and location on the lot shall be determined by the Home Owners Association. All mailboxes must be permanently anchored to the ground.
10. Each lot owner shall be required to plant in the front or side yard areas at least 4 trees with a minimum diameter of two and one-half (2 1/2) inches in width and a minimum of 6 shrubs. Existing trees may be taken into account by the Building Committee to satisfy this covenant. In addition, each lot owner shall be required to plant, in the parkway i.e. between curb and sidewalk (if applicable) one tree, with the above minimum dimensions, for every 30 feet of frontage on the street.
 - a. Residents with the lack of green real-estate shall be determined on an individual basis by the Home Owners Association Board.
11. The construction of any residential structure must be commenced within twenty-four (24) months from the date of closing of sale and shall be completed within nine (9) months from the date of commencement of construction. Landscaping (including sod) shall also be completed within said nine (9) month period. The Building Committee may extend this time if in their opinion, weather or other conditions prohibit such timely completion. No unnecessary building materials, piles of fill or piles of trash are permitted.
 - a. Residential structures and lawns must be maintained to acceptable levels. If your home or lawn is neglected and several complaints are documented with the Home Owners Association Board, fines may be assessed.
12. No obnoxious or offensive trade or activity shall be carried on upon the Real Estate in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. Each lot owner shall keep and maintain the general

area surrounding the lot and the lot itself, clear of debris, overgrown weeds, construction materials and equipment before and during the construction of improvements thereon. Any violation hereof shall be a violation of these restrictive covenants and subject to paragraph 24 below. Alternatively and at the option of Developer, or the Association (after Developer has transferred the management responsibilities thereto, if a lot owner fails to comply with this paragraph after seven (7) days of written notice, Developer or the Association shall satisfy this paragraph as pertaining to such lot and the lot owner shall be liable for all costs and expenses incurred.

13. Street parking for cars, minivans or sports utility vehicles (SUVs) shall be permitted in the driveway or on only one side of the street. Signage shall designate which side.
 - a. Property owners shall not park on the street between the hours of 10 p.m. to 6 a.m.

No truck, tractor, motor home, trailer, boat, utility vehicle, camper, etc. shall be permitted to be parked on any lot or anywhere in the subdivision for more than 48 hours unless in a garage or granted approval in writing by the Building Committee. It is the intent of the Building Committee to restrict parking of the above mentioned vehicles to the garages upon the lots and to further restrict vehicular parking in the subdivision to the automobiles regularly used by the owners in the subdivision. No basketball equipment shall be located on any streets or rights-of-way in the subdivision.

14. Strips of ground shall be reserved as easements for the use of public utilities, for the installation and maintenance of poles, ducts, wires, pipelines, lines and for drainage. No permanent or other structures are to be erected or maintained upon said strips of land. The owners of lots shall take title subject to such easements, and such easements are for the benefit of all lot owners in said subdivision. Unless approved by the Building Committee, no drainage tile or pipe shall be located on or directed to the front of the lot as each lot has a drainage easement located at or near the rear property line for this purpose.
15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on any lot, provided that; they are not kept, bred or maintained for any commercial or hobby purpose, they do not create a nuisance and that they are not permitted to roam elsewhere in the subdivision except on a leash.
16. The resident or owner of any lot shall not block or hinder any surface water or subsurface water drainage or runoff, nor shall do anything to disrupt, obstruct or retard the natural flow of any surface water or subsurface water without the approval of the Building Committee. All lots shall be graded pursuant to the approved grading plan for the subdivision.

17. Fencing installed by lot owner shall be no greater than 6 feet in height and constructed only around the side and rear yards of any lot in the subdivision. All fences shall be approved by the Building Committee. Fencing around swimming pools shall be permitted in accordance with the applicable county ordinance. Chain link fences are prohibited from use on any residential lot. .
- a. The restricted natural preserve area in phase #1 (lots #43 - #57) can not be fenced higher than 3 feet. Fencing must be of wood nature and stained. All fencing must be approved by the Home Owners Association Board.
 - b. Remaining restricted areas may be fenced, with the written approval of the Home Owners Association Board.
18. As set forth on the final plat each lot contains a heavily wooded area located behind the proposed location of each dwelling unit. This area is designated as the "Restricted Natural Preserve" on the plat including "20' Drainage Easement" and is to be left undisturbed by each owner. No cutting or cleaning of any kind shall occur unless approved by the Building Committee or performed by the Developer. Any violation of this covenant shall result in the levying of fines, liens, or reparations as determined by the Building Committee or the Association and enforced by the provisions of Paragraph 24. Outside of these two areas, no trees in excess of six inches diameter may be cut or removed from any lot in the subdivision without prior written consent of the Building Committee.
- a. All restricted natural preserve / drainage easements, may be mowed, weeded, planted and maintained however, no trees may be removed without approval from the Home Owners Association Board.
19. Lots 9, 10, and 11 shall be serviced by a private drive designated by the "25' Ingress Egress Easement" on the plat. Accordingly, any maintenance cost associated with this private drive including but not limited to road repairs, lighting and snow removal shall be equally shared by the three lot owners. Any owner refusing to participate in any cost agreed to by the majority of the other two shall be subject to the enforcement provisions as set forth in Paragraph 24 of these covenants.
20. Residences located on Lots 15, 16, 20, 21 shall face the adjoining outlots and not face the streets.
21. The Ravinia Homeowners Association, Inc., hereinafter referred to as the "Association," shall be an Indiana not-for-profit organization and shall be created by the Developer acting on behalf of the owners and future owners of lots in this subdivision.

Each owner of a lot in Ravinia, or in the case of the paired patio (duplex) lots, each owner of one unit, shall be a member of the Association and shall be entitled to cast (1) vote at all meetings. The purpose of the Association is to manage and to support financially all common areas, to promote the recreation, health, safety and

welfare of the owners, and all purposes as the membership deems necessary and until such time as the Association is created by the Developer, in the sole discretion of the Developer. The Association shall be responsible for the upkeep and maintenance of the areas indicated on the plat as "Outlots A - F" inclusive. Also, the Association shall be responsible for the maintenance of all storm sewers lying outside of public rights of way.

After its creation by the Developer, the Association shall conduct a meeting at least once each year to organize itself and to elect its officers. The Association shall adopt bylaws for its government and levy and collect dues. The Association shall impose and collect annual assessments for the maintenance and improvements of the common areas and for any purpose as the Developer or the membership may deem necessary. The first installment of such assessment shall be due at closing of the lot whether purchased by an individual lot purchaser or builder. Such assessment shall be in the amount of \$150.00 and shall be due thereafter on a date designated by the Developer and prorated reflecting the amount of the first assessment. Said dues may increase annually by a percentage equal to the increase of the consumer price index (c.p.i.) (Chicago Metropolitan Area) for the previous year. However, in the event extraordinary, unforeseen, expenses arise, then the annual assessment shall be raised accordingly regardless of the c.p.i. Said assessments shall be levied equally on each single family lot, and to each unit owner on a paired patio lot, in all phases to the recorded plat of Ravinia Subdivision. Failure to pay said assessments or annual dues shall be a violation of these covenants and restrictions. Any such assessments or annual dues shall be billed by the Association to the owner of each lot and shall be due and payable within thirty (30) days. All lots shall from and after the recording of these restrictions, be subject to said annual dues and assessments. Said dues and assessments shall be a lien in favor of the Association upon the lot against which such dues and assessments are charged until paid, which lien shall be enforced in the same manner as is provided in the mechanic's lien statutes of the State of Indiana. Provided further, that any person purchasing or dealing with said lot may rely upon a certificate signed by the president or secretary of the Association showing the amount of said dues and assessments which are due and unpaid as of the date of such certificate, and the Association shall not be entitled to enforce any lien for such charge accruing prior to the date shown in said certificate. The within-described lien is subordinate to any first mortgage lien. Any past due annual dues, assessments or other charges assessable hereunder shall bear interest at the rate of twelve percent (12%) per annum commencing thirty (30) days after the same become due and with attorney's fees, and shall be due and payable without relief from valuation and appraisal laws. The Association may be formed for, and engage in, such other activities as may be beneficial to the lot owners, to the public at large, or which may qualify the Association as a "not-for-profit corporation or association," as defined in the Internal Revenue Code.

Until such time as the Association is created by the Developer, the Developer, acting on behalf of the Association to be formed, shall be entitled to carry out the

responsibilities assigned to, and enjoy and exercise the rights and powers granted to the Association pursuant to these restrictions. Notwithstanding the amendatory provisions of Paragraph 22 below, the Developer shall not be responsible for any assessment on lots held as inventory prior to sale.

Within Sixty (60) day of written notification by Developer to each lot owner that Developer intends to transfer the management responsibilities of the Association to the lot owners, and the ownership of the Outlots, the lot owners shall organize themselves as set forth above and assume the management of the Association and the ownership thereof. After said 60 days, it shall be the sole responsibility of the lot owners to conduct the Association in their discretion whether or not the lot owners formally organize themselves and the Developer shall from that date forward not be held responsible or liable for any obligation of the Association.

22. It is expressly provided that the Developer, its successors or assigns shall have and hereby reserves the exclusive right and power and without consent or approval of any of the owners of lots in the subdivision or mortgagees of said lots to amend or supplement these Restrictive Covenants at any time and from time to time for a period of two (2) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein; or keep assigns, shall not, during such period increase the One Hundred Fifty Dollars (\$150.00) limitation on the total dues and assessments levied annually on any lot to more than two hundred dollars (\$200.00). Such amendment shall be evidenced by the recording of the written amendment signed by the Developer and recorded in the Office of the Recorder of Porter County, Indiana and shall become effective upon such recording.

After said two (2) year period, except as prohibited elsewhere in these Restrictive Covenants, any amendments or changes of these restrictions and declarations shall be made as follows:

- A. Notice. Notice of the subject matter of the proposed amendment in reasonable detailed form shall be included in a notice of meeting to be held and shall be given to all owners of lots within the subdivision.
- B. Resolution. A resolution adopting a proposed amendment following such meeting must be adopted by not less than seventy-five percent (75%) of the total number of eligible voters within the subdivision. Lot owners not present at a meeting considering such amendment may vote by proxy.
- C. Recording. Owners may execute power of attorney designating an attorney-in-fact to execute documents indicating the adoption of amendments. Such amendments shall be reduced to writing and executed in such manner either by said attorneys-in-fact or by the respective lot owners in such form as to be recordable in the Office of the Recorder of Porter County, Indiana.

23. In the event that construction of a residential dwelling meeting the requirements of these restrictions is not commenced on any lot within a period of two (2) years from the date on which such lot is conveyed by the Developer to the purchaser thereof, unless such two (2) year period is extended by a written Instrument duly executed by the Developer, the Developer shall thereupon have the right during the ensuing twelve (12) month period commencing on the second anniversary date of such conveyance to repurchase such lot from the current owner of such lot, free and clear of all liens and encumbrances except current property taxes which shall be prorated to the date of closing, at the same price at which the Developer sold such lot to the original purchaser thereof, without payment of interest or any other changes, upon the Developer serving written notice upon the current owner of such lot of the Developer's intention to exercise its option and effect such repurchase, notwithstanding whether the current owner of such lot was also the original purchaser thereof. The closing of such repurchase shall take place at the Developer's office not later than thirty (30) days from the date of giving of such written notice to the current owner of such lot, who shall take such actions and shall execute such documents, including a warranty deed to such lot, as the attorneys for the Developer shall deem reasonable necessary to convey good title to such lot to the Developer, free and clear of all liens and encumbrances as aforesaid. This paragraph shall be subject to the amendatory provision of Paragraph 22 herein.
24. The foregoing covenants, restrictions, and conditions shall run with the land and shall be binding upon all the parties claiming or owning any interest in the Real Estate or any lot or parcel therein, until January 1, 2010, at which time said covenants, restrictions, and conditions shall automatically be extended for successive periods of ten (10) years, unless there is a vote of the majority of the owners of the pending sites covered by these covenants, restrictions, and conditions, and if owner or person in possession shall violate or attempt to violate any of these covenants, restrictions and conditions, it shall be lawful for the undersigned, "the Association", or any other person or persons owning any lot in said subdivision, to file and prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of these covenants, restrictions, and conditions, to compel compliance with these covenants, restrictions, and conditions or to recover damages caused by such violations, and the owner or owners shall pay court costs and reasonable attorney fees in the event judgment is rendered against him or her or them.
25. Except as provided in paragraph 1 hereof, the failure for any period of time to compel compliance with any restrictions, conditions, or covenants shall in no event be deemed as waiver of the right to do so thereafter, and shall in no way be construed as a permission to deviate from said restrictions, conditions and covenants.

26. Invalidation of any of these covenants by judgment or decree of court shall in no way effect any of the other provisions hereof which shall remain in full force and effect.
27. Any covenant violation will be subject to fines determined by the Home Owners Association Board. Fines for violation will be based on the severity of the violation. These fines will range from \$100.00 - \$1,000.00.
- a. A separate fine of \$25.00 will be applied for failure to clean up after pets.
28. Garbage cans and storage containers (sheds) should be stored so that they are not visible from the front of the residences.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY,
THAT I HAVE TAKEN REASONABLE CARE TO
REDACT EACH SOCIAL SECURITY NUMBER IN
THIS DOCUMENT, UNLESS REQUIRED BY LAW."

NAME: _____

Ravinia Home Owners Association

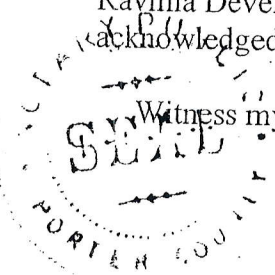
Eric Harris

State of Indiana)

County of Porter)

Before me, a Notary Public in and for said County and State, personally appeared
Ravinia Development Company, by its President Eric Harris, and
acknowledged the execution of the above and foregoing Restrictive Covenants.

Witness my hand and Notarial Seal this 29th day of January, 2008.



My commission expires:

May 19, 2013

Catherine E. Peterson

Notary Public:

Printed: Catherine E. Peterson

Resident of Porter County

Parcel 1:

Description: A parcel of land described as being twenty-five (25) acres off the south end of lot five in the Northwest Quarter of Section 28, Township 36 North, Range 6 West of the 2nd, P.M. as shown on the recorded plat thereof in Miscellaneous Record "A", Page 222, in the Recorder's Office of Porter County, Indiana.

Parcel 2:

Description: A parcel of land lying in the Northwest Quarter of Section 28, Township 36 North, Range 6 West of the 2nd P.M. described as follows: Beginning at a point where the south line of said Quarter Section intersects the high water mark of Mill Pond, 888.2 feet easterly from the west quarter corner of said Section 28: thence easterly along the south line of said quarter section to the centerline of the creek; thence northerly along the centerline of said creek to intersection with the north line produced by a parcel formerly owned by Edwin Jentzen; thence westerly along said north line to the high water mark of Mill Pond; thence southerly along said high water mark to the point of beginning, containing 4/63 acres, all in Porter County, Indiana.

Exhibit "A"

2004-005038

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD

02/18/2004 02:52PM

LINDA D. TRINKLER
RECORDER

ref: ORDINANCE NO. 04-05

AN ORDINANCE of Porter County, Indiana amending portions of Title 17, Chapter 17.24 of the Porter County Code, Entitled "Zoning Ordinance," as amended, of Porter County, Indiana.

WHEREAS, Title 17, Chapter 17.24 of the Porter County Code, entitled "Plan Unit Developments" permits the establishment in Porter County of Plan Unit Developments ("PUDS"), in which an area of land is developed as a single scheme which combines a mixtures of uses, including residential, business, professional and/or light industrial, and which may not correspond to the development standards otherwise required for such uses by other provisions of the zoning and planning ordinances of Porter County; and,

WHEREAS, Title 17, Chapter 17.24 of the Porter County Code, entitled "Plan Unit Developments" authorizes the Board of County Commissioners of Porter County, by ordinance, to establish PUD Districts and to specify the uses and development requirements that apply in such PUD Districts; and,

WHEREAS, the Board of County Commissioners of Porter County did on the 7th day of July, 1998, adopt Ordinance No 98-22 creating a PUD District for certain real estate located in Liberty Township, Porter County, Indiana and known as Ravinia Planned Unit Development; and 43D/5

WHEREAS, Komark Ltd, did on the _____ day of _____, 2004, petition to amend Ordinance No. 98-22; and

WHEREAS, the Porter County Planning Commission did on the 10th day of December, 2003 conduct a public hearing pursuant to Ind. Code 36-7-1500 et seq. and recommended favorably the adoption of this Ordinance.

NOW, THEREFORE, be it and it is hereby ordained by the Board of County Commissioners of Porter County, Indiana, under authority granted by Ind. Code 36-7-4-600 et seq. and Ind. Code 36-7-4-1500 et seq., and Title 17, Chapter 17.24 of the Porter County Code, entitled "Plan Unit Development" that Ordinance No. 98-22 be and is hereby amended as follows:

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43D/5

rem: Amend Ord No. 98-22


As set forth in Exhibit B, Section 2 (b), is amended by the addition of items 13, 14, 15 and 16.

13. Elimination of 2 lots; one each on the north side and south side of Ravinia Drive South.
14. Increase in widths of the following lots; 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32.
15. Relocation of the street stub/southern access road 25 feet to the east on Ravinia Drive South.
16. Addition of utility easement along east and south side of lot 42.


This Ordinance shall be in full force and effect after its passage and approval by the Board of County Commissioners of Porter County, Indiana.

PASSED AND ADOPTED by the Board of County Commissioners of Porter County, Indiana, on the 17th day of February, 2004.

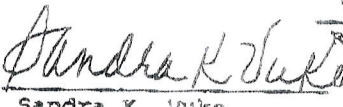
BOARD OF COUNTY COMMISSIONERS
PORTER COUNTY, INDIANA


David L. Burkus


John A. Evans


Robert P. Harper

Attest:


Sandra K. Vuko
County Auditor

Petitioner: Komark, Ltd.

RESOLUTION NO. 04-1
PORTER COUNTY PLAN COMMISSION

WHEREAS, the County Plan Commission of the County of Porter, Indiana has held a public hearing on the 10th day of December, 2003 pursuant to notice by publication as provided by law, concerning a proposed amendment to Ordinance No. 98-22 adopted by the Board of Commissioners on July 7, 1998, and

WHEREAS, said Plan Commission has fully considered said proposed amendment, and


WHEREAS, all of the steps prescribed by the Indiana Planning Statue, Chapter 174, of the Acts of the Indiana General Assembly for 1947 and all Acts amendatory thereto have been complied with, NOW, THEREFORE,

BE IT RESOLVED that said proposed amendment in Case 03-PUD-4 to Ordinance No. 98-22 be RECOMMENDED FOR APPROVAL to the Board of Commissioners of the County of Porter, Indiana, with and


BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Board of Commissioners of the County of Porter, Indiana, for their action thereon.

This resolution duly adopted on the 10th day of December, 2003.

COUNTY PLAN COMMISSION
PORTER COUNTY, INDIANA

S/ 
Kevin Breitake, President

I, Robert W. Thompson Jr., certify that I am the Executive Director of the Porter County Plan Commission; that the foregoing is a full, true and correct copy of a Resolution adopted by the Porter County Plan Commission at a regular meeting held on December 10, 2003.

S/ 
Robert W. Thompson Jr.
Executive Director

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2004-033966

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD

10/20/2004 11:04AM

LINDA D. TRINKLER
RECORDER

FIRST SUPPLEMENT TO THE
RESTRICTIVE COVENANTS
RAVINIA SUBDIVISION

This Supplement to the Restrictive Covenants Ravinia Subdivision, by the Ravinia Development Company, an Indiana Corporation, ("Developer"), recorded in the Office of the Recorder of Porter County, in Document Plat File 43-D-5 on September 5, 2002.

43-DSA

Witnesseth That, the Developer declares as follows:

That the Developer hereby submits and subjects to the terms of the Restrictive Covenants Ravinia Subdivision, Replat of Lots 21-34 and Lot 42 in Ravinia A Planned Unit Development in Liberty Township, Porter County, Indiana. A plat of said Replat has been filed concurrently with this First Supplement in the Office of the Recorder of Porter County and is hereby incorporated herein by reference.

That the Restrictive Covenants Ravinia Subdivision are hereby ratified and confirmed in all other respects as amended.

In Witness Whereof, Developer has executed this instrument on the 8th day of October, 2004.

RAVINIA DEVELOPMENT COMPANY

Chris C. Kovich, President

STATE OF INDIANA
COUNTY OF PORTER

SS:

Before me, a Notary Public in and for said County and State, personally appeared Chris C. Kovich, President of Ravinia Development Company, an Indiana Corporation, who acknowledged the execution of the above and foregoing First Supplement to the Restrictive Covenants Ravinia Subdivision for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 8th day of October, 2004.

My Commission Expires:
6/13/2007

Suzette Davis Young, Notary Public
Resident of Lake County, Indiana.

This instrument was prepared by Chris C. Kovich.

C:RAVINIA SUPPLEMENT.doc

131 Ridge Rd
Munster, IN 46321



FIRST AMENDMENT TO THE
RESTRICTIVE COVENANTS
FOR
RAVINIA SUBDIVISION

STATE OF INDIANA
PORTER COUNTY
FILED FOR RECORD
07/24/2003 10:52AM
JACQUELYN M. STERLING
RECORDER

This First Amendment to the Restrictive Covenants for Ravinia Subdivision (hereinafter "Covenants"), by the Ravinia Development Company, an Indiana Corporation, Developer, recorded in the Office of the Recorder of Porter County, in Plat File 43-D-5 on September 5th, 2002.

Witnesseth That, the Developer declares as follows:

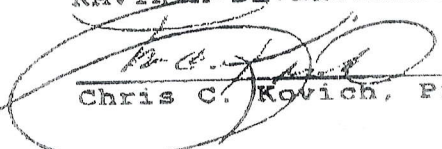
That pursuant to Paragraph 22 of the Covenants, the Declarant hereby submits and amends the Covenants as follows:

- A) The porch requirement of paragraph 6 of the Covenants shall be optional and not required.
- B) The white picket fence requirement of Paragraph 17 of the Covenants shall be optional and not required.
- C) Paragraph 20 shall be deleted from the Covenants. The lots mentioned therein may face the street.

That the Covenants are hereby ratified and confirmed in all other respects.

In Witness Whereof, Developer has executed this instrument on this 30th day of June, 2003.

RAVINIA DEVELOPMENT COMPANY

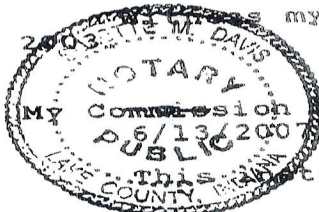

Chris C. Kovich, President

STATE OF INDIANA
COUNTY OF PORTER

SS:

Before me, a Notary Public in and for said County and State, personally appeared Chris C. Kovich, President of Ravinia Development Company, an Indiana Corporation, who acknowledged the execution of the above and foregoing First Amendment to the Restrictive Covenants for Ravinia Subdivision.

Witness my hand and Notarial Seal this 30 day of June, 2003.

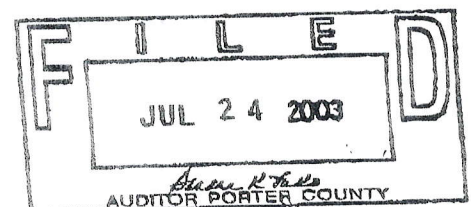



Suzette M. Davis, Notary Public
Resident of Lake County, Indiana.

This instrument was prepared by Chris C. Kovich.

My Commission Expires 6/13/07

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CERTIFICATE OF AMENDMENT

10/04/2002 01:57PM

To amend the omission of Lot addresses and to correct certain street names and a dimensional error on the Record Plat of RAVINIA, a Planned Unit Development in Liberty Township, Porter County, Indiana, as per plat thereof, recorded in Plat File 43-D-5, in the Office of the Recorder of Porter County, Indiana.

AMENDMENT:

In order to comply with Section 305 of the Subdivision Control Ordinance, street addresses are hereby assigned to the platted lots as follows:

SINGLE FAMILY LOTS						DUPLEX LOTS	
Lot 1	297	Lot 20	753	Lot 39	292	Lot 58	768 A&B
Lot 2	295	Lot 21	286	Lot 40	294	Lot 59	766 A&B
Lot 3	293	Lot 22	288	Lot 41	296	Lot 60	764 A&B
Lot 4	291	Lot 23	290	Lot 42	298	Lot 61	762 A&B
Lot 5	289	Lot 24	292	Lot 43	295	Lot 62	760 A&B
Lot 6	287	Lot 25	294	Lot 44	293	Lot 63	758 A&B
Lot 7	285	Lot 26	296	Lot 45	291	Lot 64	756 A&B
Lot 8	283	Lot 27	299	Lot 46	289	Lot 65	754 A&B
Lot 9	281	Lot 28	297	Lot 47	287	Lot 66	752 A&B
Lot 10	279	Lot 29	295	Lot 48	285		
Lot 11	277	Lot 30	293	Lot 49	766		
Lot 12	769	Lot 31	291	Lot 50	767		
Lot 13	767	Lot 32	289	Lot 51	769		
Lot 14	765	Lot 33	287	Lot 52	768		
Lot 15	763	Lot 34	285	Lot 53	284		
Lot 16	761	Lot 35	284	Lot 54	286		
Lot 17	759	Lot 36	286	Lot 55	288		
Lot 18	757	Lot 37	288	Lot 56	290		
Lot 19	755	Lot 38	290	Lot 57	292		

CORRECTIONS:

- In order to avoid any confusion over the location of any Lot within the Porter County Addressing system, the following street name changes are hereby made:

RECORD STREET NAME	CORRECTED STREET NAME
N. RAVINIA DRIVE	RAVINIA DRIVE NORTH
S. RAVINIA DRIVE	RAVINIA DRIVE SOUTH
W. RAVINIA DRIVE	RAVINIA DRIVE WEST
E. RAVINIA DRIVE	RAVINIA DRIVE EAST

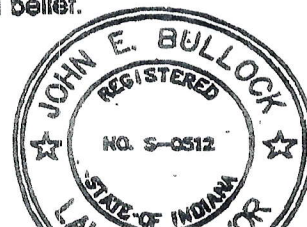
- To correct an erroneous Lot dimension:

LOCATION	RECORD DIMENSION	CORRECTED DIMENSION
S. Line Lot 66	255.04'	212.50'

I, John E. Bullock, hereby certify that I am a Land Surveyor licensed under the laws of the State of Indiana, that I have prepared this Certificate of Amendment for the purpose stated hereon and that the information herein is true and correct to the best of my knowledge and belief.

Witness my hand and Seal this 26th day of September, 2002.

John E. Bullock
 John E. Bullock - Indiana Land Surveyor No. S-0512



OCT 04 2002
 HARRIS & WILSON
 AUDITOR-PORTER COUNTY

RECEIVED OF HARRIS & WILSON
 IN ACCEPTANCE FOR PLACEMENT