

2014-014406  
STATE OF INDIANA  
PORTER COUNTY  
FILED FOR RECORD  
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JON MILLER, RECORDER  
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PAGES: 2

STATE OF INDIANA  
COUNTY OF PORTER

References: Instrument No. 2000-030361 ✓  
1989-017939  
G 122/585

**FIRST AMENDMENT TO  
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF SAND CREEK**

This First Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sand Creek is made this 1<sup>st</sup> day of January, 2014 (the "Amendment"), by Sand Creek Homeowners Association, Inc., an Indiana corporation (the "Association"), on behalf of the Owners (as defined in the Declaration).

WHEREAS, on December 6, 2000, Declarant recorded that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sand Creek as Instrument Number 2000-030361 in the Office of the Recorder of Porter County, Indiana (the "Declaration");

WHEREAS, pursuant to the express terms of the Declaration, the Declaration, with the exception of 18.2(a), may be amended upon affirmative vote, written consent or a combination of the two by the Members (as defined in the Declaration); and

WHEREAS, the Association, having obtained the written consent of the Members in accordance with the Declaration, desires to make and otherwise approve the Amendment to the Declaration as set forth herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Date of Commencement of Assessments. Section 10.9 of the Declaration is amended and restated in its entirety as follows:

"10.9 Date of Commencement of Assessments. The obligation to pay assessment shall commence as to each Unit owned by Persons on the first day of the month following: (a) the month in which the Unit is made subject to this Declaration, or (b) the month in which the Board first determines the budget and levies assessments pursuant to this Article, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time the assessments commence on the Unit."

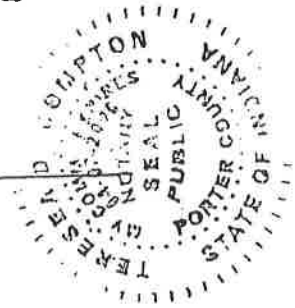
2. Further Ratification. Except as specifically modified and amended by this Amendment, all other terms, conditions and covenants of the Declaration are hereby ratified and confirmed and shall continue in full force and effect.

This First Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Sand Creek by the Association as of March 26, 2014.

ASSOCIATION

SAND CREEK HOMEOWNERS ASSOCIATION, INC.

By: John Poracky  
John Poracky, President



STATE OF INDIANA )

COUNTY OF LAKE )

On this 23<sup>rd</sup> day of March, 2014, before me, a notary public for said State and County, personally appeared John Poracky, the President of Sand Creek Homeowners Association, Inc., who acknowledged the execution of the foregoing instrument on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Notarial Seal]

Teresea D. Compton  
Teresea D. Compton, Notary Public

My Commission Expires:  
April 7, 2016

County of Residence:  
Porter County



This instrument was prepared by: John Poracky, Sand Creek Homeowners Association, Inc., c/o 1<sup>st</sup> American Management Company, Inc., 3408 Enterprise Avenue, Valparaiso, IN 46383. 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. John Poracky.