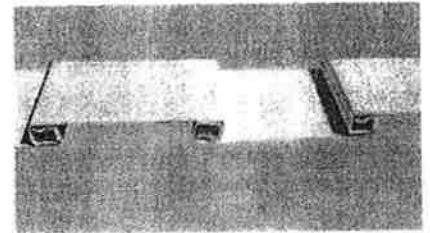
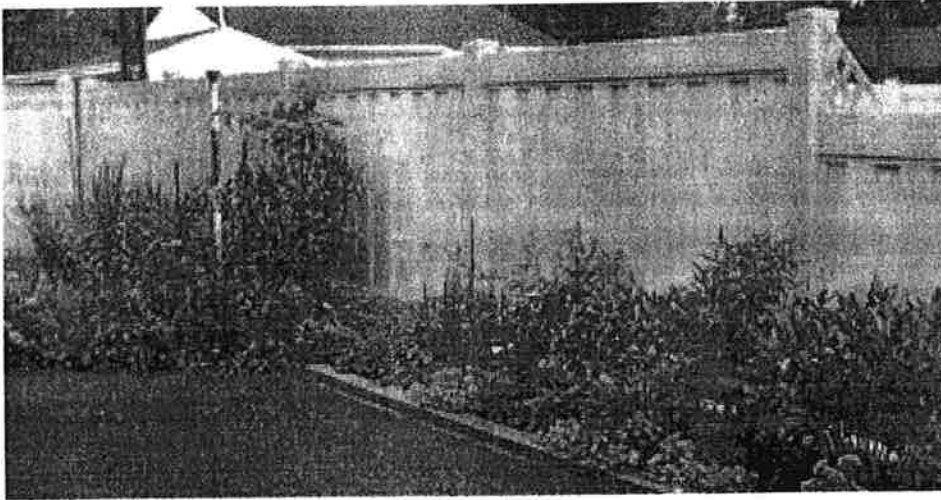
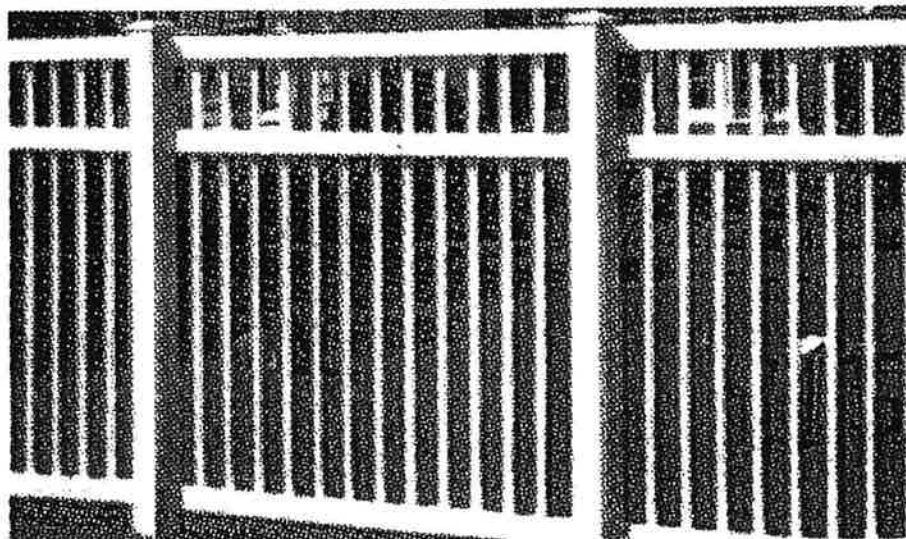


## EXHIBIT E

The “Presidential” style fence by Polyvinyl Fence Systems is shown below. The requirement is to have a shadow box (board-on-board) style fence that is polyvinyl and tan in color. The fence is allowed around the side and rear yard of lots that are not on the pond. The fence cannot exceed six feet in height.



The “Ornamental” style fence is shown below. The requirement is to have a fence that is polyvinyl and tan in color. The fence is allowed in the rear yard adjacent to the pond. The fence cannot exceed four feet in height.



FILED FOR RECORD

2006 065309

2006 JUL 27 PM 1:44

RECORDER

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEARTHSTONE**

THIS FIRST AMENDMENT is entered into this 26 day of July, 2006, by HEARTHSTONE/DYER DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on August 3, 2005, as instrument no. 2005 064678.

WHEREAS, Declarant reserved the right and option to amend the Declaration;

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

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

1. Article X, Section 10.02(s) of the Declaration is deleted in its entirety and replaced with the following:

Fencing requirements. Any fencing installed by a Owner shall be constructed pursuant to Exhibit E and only constructed around the side and rear yards of any Lot in the Development, and not within the front yard setback or a setback adjacent to a road. A greater height around swimming pools may be allowed if the same is required by ordinance or statute. Any fence installed on any Lots that are adjacent to city parks, parks within the Common Area, parks within the Community Area and ponds within the Common Area shall be a maximum of four (4') feet tall and shall be an ornamental fence, as specified by the Architectural Control Committee and by the Community Association if the adjacent property is Community Area. The color shall be tan. The Architectural Control Committee (ACC) may grant variances to Owners upon request, but in the sole discretion of the ACC.

2. Exhibit E to the Declaration is deleted in its entirety and replaced with the attached Exhibit E.

3. Except as expressly amended herein, the Declaration shall remain in full force and effect with its terms and conditions.

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

**FILED**

JUL 27 2006

IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration this 26 day of July, 2006.

HEARTHSTONE/DYER DEVELOPMENT LLC  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

BY: Frederick A. Olthof  
Frederick A. Olthof, President of OD Enterprises, Inc., its  
Manager

13900

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for Lake County, State of Indiana, personally appeared Frederick A. Olthof who, being duly sworn upon his oath, acknowledged that he is the President of OD Enterprises, Inc, Manager of Hearthstone/Dyer 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 26 day of July, 2006.

My Commission Expires: Nov. 27, 2013

My County of Residence: Lake

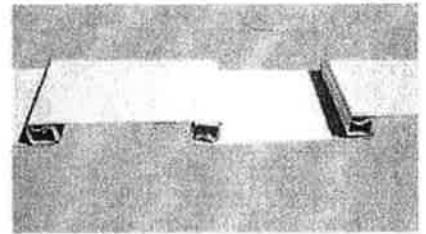
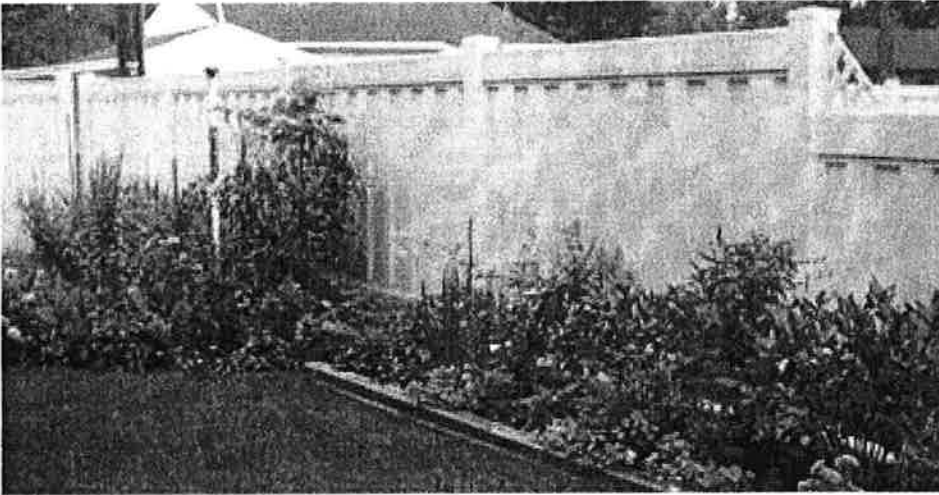
Andrea Oller  
Notary Public

AFTER RECORDING RETURN TO: Greg Bouwer, Koransky & Bouwer, P.C., 425 Joliet Street, Suite 425, Dyer, IN 46311

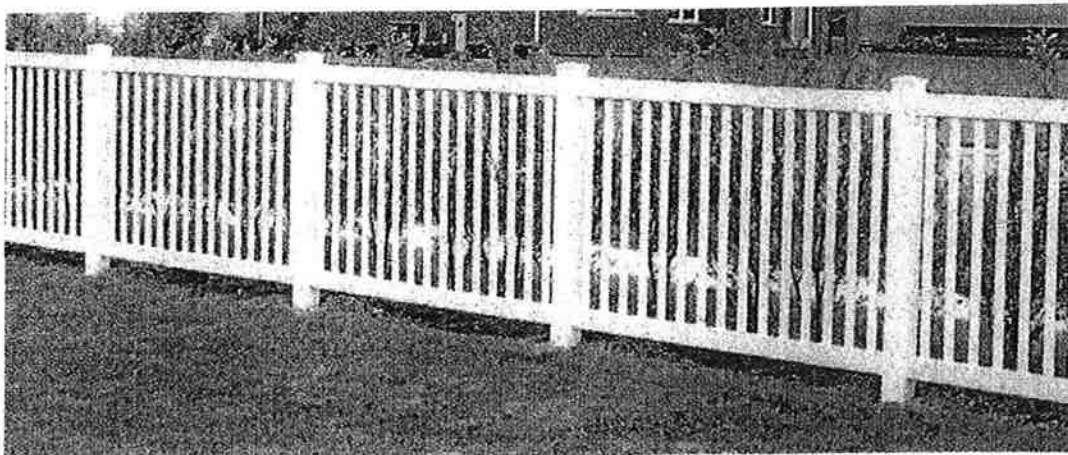
**Andrea Oller**  
**Seal**  
**Notary Public, State of Indiana**  
**My Comm. Expires Nov. 27, 2013**

## EXHIBIT E

The “Presidential” style fence by Polyvinyl Fence Systems is shown below. The requirement is to have a shadow box (board-on-board) style fence that is polyvinyl and tan in color. The fence is allowed around the side and rear yard of lots that are not on the pond. The fence cannot exceed six feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.



The “Ornamental” style fence is shown below. The requirement is to have a fence that is polyvinyl and tan in color. The fence is allowed around the side and rear yard of lots that are adjacent to the pond. The fence cannot exceed four feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.



\*Reference the Use Restrictions for additional fencing requirements and restrictions.

2

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDS

2008 030534

2008 APR 28 PM 2:10

MICHAEL A. BROWN

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEARTHSTONE**

THIS SECOND AMENDMENT is entered into this 3 day of March, 2008, by HEARTHSTONE/DYER DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on August 3, 2005, as instrument no. 2005 064678; and First Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on July 27, 2006 as instrument no. 2006 065309.

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

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. Section 10.02 (b), (c), (d) and (e) are hereby deleted in their entirety and replaced with the following:

(b) All 1-story residential Dwellings with basements shall have Living Space of 1,300 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(c) All 1-1/2 story Dwellings with basements shall have Living Space of 1,900 square feet, in finished condition, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(d) All 2-story Dwellings with basements shall have Living Space of 1,900 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.

(e) All Dwellings shall have a partial or full basement, except (i) one-story residential Dwellings do not need to have any basement and (ii) by special variance granted by the Architectural Control Committee.

**FILED**

APR 28 2008

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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3. The following Section 10.02 (u) is hereby added to the Declaration:

(u) The first floor of the front elevation of every Dwelling shall be forty percent (40%) masonry consisting of brick or stone. Masonry shall not include stucco or dryvit.

4. 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 March, 2008.

**HEARTHSTONE/DYER DEVELOPMENT LLC**

BY: Frederick A. Olthof  
Frederick A. Olthof, President of OD Enterprises, Inc., its  
Manager

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for Lake County, State of Indiana, personally appeared Frederick A. Olthof who, being duly sworn upon his oath, acknowledged that he is the President of OD Enterprises, Inc, Manager of Hearthstone/Dyer 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 March, 2008.

My Commission Expires: 11-27-2013  
My County of Residence: Lake

Andrea Oller  
Notary Public  
*Andrea Oller*  
Seal  
Notary Public, State of Indiana  
My Commission Expires 11-27-2013

**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.

Andrea Oller

AFTER RECORDING RETURN TO: Greg Bouwer, Koransky & Bouwer, P.C., 425 Joliet Street, Suite 425, Dyer, IN 46311



3

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 071417

2008 OCT 17 AM 9:29

MICHAEL A. BROWN  
RECORDER

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEARTHSTONE**

THIS THIRD AMENDMENT is entered into this 14 day of October, 2008, by HEARTHSTONE/DYER DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on August 3, 2005, as instrument no. 2005 064678; First Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on July 27, 2006 as instrument no. 2006 065309; and Second Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on April 28, 2008 as instrument no. 2008 030534.

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

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. Section 10.02 (b) is hereby deleted in its entirety and replaced with the following:
  - (b) All 1-story residential Dwellings with basements shall have Living Space of 1,700 square feet, with an attached garage which shall not count as square feet, except by special variance granted by the Architectural Control Committee.
- 3. Exhibit E is hereby deleted in its entirety and replaced with the attached Exhibit E.
- 4. 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 14 day of October, 2008.

**FILED** HEARTHSTONE/DYER DEVELOPMENT LLC

OCT 17 2008  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

BY: Frederick A. Olthof  
Frederick A. Olthof, President of OD Enterprises, Inc., its  
Manager

✓ #5311  
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016246

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for Lake County, State of Indiana, personally appeared Frederick A. Olthof who, being duly sworn upon his oath, acknowledged that he is the ~~President of OD Enterprises, Inc. Manager of~~ ~~Hearthstone/Dyer 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 14 day of October, 2008.

*Andrea Oller*  
**Seal**  
Notary Public, State of Indiana  
My Commission Expires November 27, 2013

My Commission Expires: 11-27-2013  
My County of Residence: Lake

*Andrea Oller*  
\_\_\_\_\_  
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.

*Andrea Oller*  
\_\_\_\_\_

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





## EXHIBIT E

### Fencing Requirements

The style of fence shown below is allowed around the side and rear yard of lots that are not adjacent to the pond. The requirement is to have a tan polyvinyl fence. The two styles of fence allowed here are the shadow box, board on board, style (Figure A) and the tongue and groove style (Figure B). The fence cannot exceed six feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.

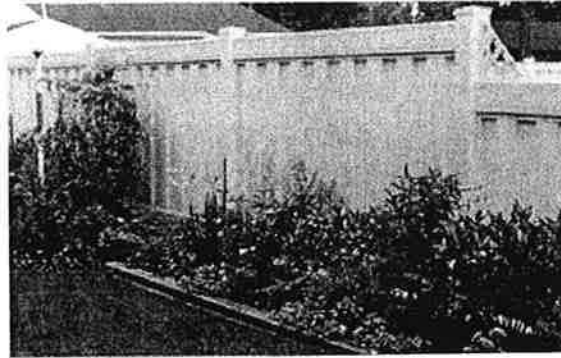


Figure A

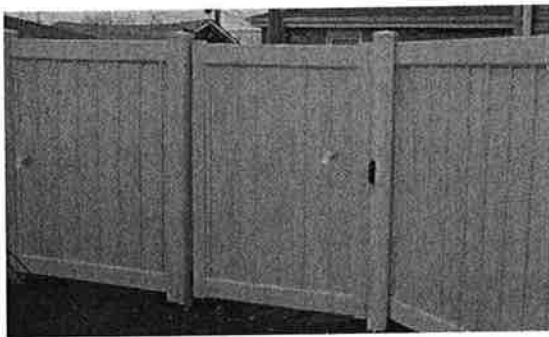


Figure B

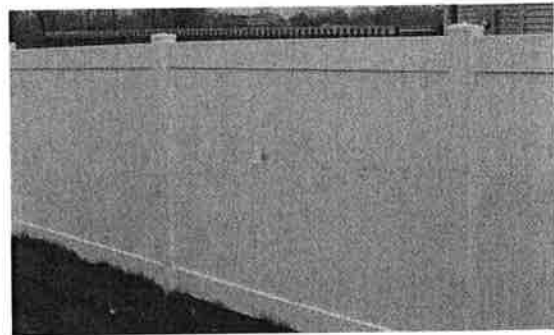
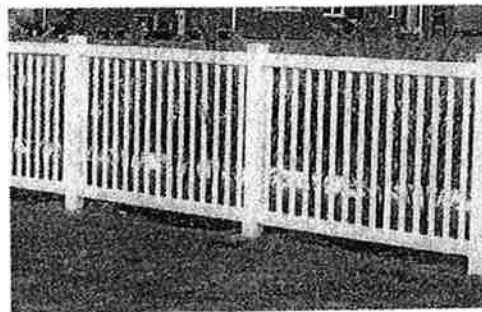


Figure B

The ornamental style fence is shown below. The fence is allowed around the side and rear yard of lots that are adjacent to the pond. The requirement is to have a tan polyvinyl fence. The fence cannot exceed four feet in height and cannot be installed in the front yard setback or any setback adjacent to the road.



\* Reference the Use Restrictions for additional fencing requirements and restrictions.

2010 056594

2010 SEP 29 AM 11:27

MICHELLE S. HAIMAN  
**FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEARTHSTONE**

THIS FOURTH AMENDMENT is entered into this 3 day of September, 2010, by HEARTHSTONE/DYER DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on August 3, 2005, as Document No. 2005 064678; First Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on July 27, 2006 as Document No. 2006 065309; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on April 28, 2008 as Document No. 2008 030534 and Third Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on October 17, 2008 as Document No. 2008 071417.

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

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. Article X, Section 10.02 (r) is hereby deleted in its entirety and replaced with the following:

(r) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot; 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 Lots, or otherwise constitute a nuisance or inconvenience to the Owner of other Lots, 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

**FILED**

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PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

owned by an occupant of such Owner's Lot (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 Lot 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 Lot, and the amount of such cost or expense assessed against such Lot shall not be counted or considered in determining whether a maximum assessment has been made against such assessed Lot.


3. Article X, Section 10.02 (u) is added to the Declaration as follows:

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

4. 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.

**HEARTHSTONE/DYER DEVELOPMENT LLC**

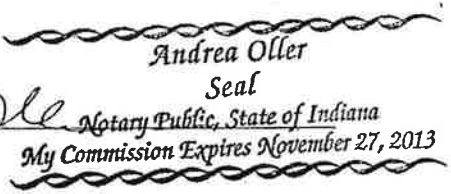

BY:   
Todd M. Olthof, Vice-President of OD Enterprises, Inc., its  
Manager

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 Hearthstone/Dyer 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**

2011 000768

2011 JAN -6 AM 11:18

MICHELLE A. FAJMAN  
RECORDER

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR HEARTHSTONE**

THIS FIFTH AMENDMENT is entered into this 17 day of December, 2010, by HEARTHSTONE/DYER DEVELOPMENT LLC (hereinafter referred to as "Declarant").

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on August 3, 2005, as instrument no. 2005 064678; First Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on July 27, 2006 as instrument no. 2006 065309; Second Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on April 28, 2008 as instrument no. 2008 030534; Third Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on October 17, 2008 as instrument no. 2008 071417; and Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Hearthstone recorded in the Office of the Recorder of Lake County, Indiana on September 29, 2010 as instrument no. 2010 056594.

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

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. Section 10.05 is hereby deleted in its entirety and replaced with the following:

10.05 Signs. No Owner shall display any sign on any part of any Dwelling or Lot, the Property or within ½ mile of the Property, for so long as Declarant owns any Dwelling or Lot or until the expiration of five (5) years, whichever is later. After five (5) years or Declarant no longer owns any Dwelling or Lot, whichever is later, only temporary but tasteful "For Sale" signs are permitted. As an exception, a political sign may be displayed upon the Owner's Dwelling or Lot beginning thirty (30) days before the date of an election and ending five (5) days after the date of an election to which the political sign relates. A political sign refers only to a sign advocating: (i) the election or defeat of one or more candidates for nomination or election to a public office; (ii) support for or opposition to a political party or a political party's candidates, or (iii) the approval or disapproval of a public question. Further, a political sign may not be larger than what is commonly displayed during election campaigns within residential yards. Further, an Owner may not display more than a reasonable number of signs and the Association determines that a reasonable number of signs is three (3). A political sign

**FILED**  
JAN 06 2011  
REGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

may be displayed in the window of the Owner's Dwelling or Lot or on the ground that is part of the real estate that comprises the Owner's Dwelling or Lot. The Association may remove any signs in violation of the Rules and Regulations of the Association.

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 17 day of December, 2010.

**HEARTHSTONE/DYER DEVELOPMENT LLC**

BY: *Frederick A. Olthof*  
Frederick A. Olthof, President of OD Enterprises, Inc., its  
Manager

STATE OF INDIANA            )  
  ) SS  
COUNTY OF LAKE            )

Before me, the undersigned Notary Public in and for Lake County, State of Indiana, personally appeared Frederick A. Olthof who, being duly sworn upon his oath, acknowledged that he is the President of OD Enterprises, Inc, Manager of Hearthstone/Dyer 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 17 day of December, 2010.

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

*Andrea Oller*  
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.

*Andrea Oller*

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