

CITY OF HOBART, INDIANA
ORDINANCE NO. 2021-24 *As Amended*

**AN ORDINANCE TO AMEND THE COVENANTS AND RESTRICTIONS
GOVERNING CERTAIN PARCELS OF REAL ESTATE IN AN ESTABLISHED PUD
ZONING CLASSIFICATIONS**

WHEREAS, the Common Council ("Council") of the City of Hobart, Indiana ("City") adopted Ordinance Number 2007-22 on July 11th, 2007 which rezoned a parcel of real estate in the City from Single Family Residence District ("R-2"), Multiple-Family Residence District ("R-4") and Highway Oriented Business District ("B-3") to Planned Unit Development District; and

WHEREAS, the Council has amended the Covenants and Restrictions of the PUD through Ordinance Number 2016-13; and

WHEREAS, the Council has extended the duration of the PUD through Ordinance Numbers 2016-13, 2017-02 and 2018-08; and

WHEREAS, THE HOBART CITY PLAN COMMISSION by a majority vote recommended that its **Petition No. 21-29** be adopted and that the Council amend the Covenants and Restrictions (also referred to as "Declarations") governing aforementioned parcels of real estate; and

WHEREAS, the Covenants and Restrictions for said PUD as adopted and recommended by the Commission, is attached hereto and made a part hereof as Exhibit "A;" and

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Hobart, Indiana:

SECTION 1. That, the City Zoning Ordinance No. 93-59 as amended and readopted as amended under Ordinance No. 2001-41 and entitled "Zoning Ordinance of the City of Hobart, Indiana", and particularly the zone maps which are made a part of said Ordinance No. 93-59, be and the same is hereby amended by making certain changes as follows:

By amending the Covenants and Restrictions of Ordinance 2007-22, and previously amended by Ordinance 2016-13, with the Covenants and Restrictions attached herein as Exhibit "A" for the following described real estate:

Cressmoor Estates - Phase 1 a Planned Unit Development to the City Of Hobart, Lake County, Indiana as per plat thereof recorded in Plat Book 113, Page 35 in the Office Of The Recorder, Lake County, Indiana.

And;

Part of the East half of Section 30, Township 36 North, Range 7 West of the Second Principal

Meridian, in the City of Hobart, Lake County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Section 30; thence South 00 degrees 02 minutes 08 seconds East along the East line of said Section 30 a distance of 65.04 feet; thence North 88 degrees 03 minutes 29 seconds West, a distance of 40.02 feet to the Point of Beginning said point being on the South Right of Way line of East 37th Avenue as conveyed to the City of Hobart by Warranty Deed recorded February 10, 2000 as Document No. 2000 009652; Thence South 00 degrees 02 minutes 08 seconds East along the West Right of Way line of North Lake Park Avenue, as dedicated on the Cressmoor Estates, Phase 1, a Planned Unit Development to the City of Hobart, Lake County, Indiana as per plat thereof recorded in Plat Book 113, Page 35 in the Office of the Recorder, Lake County, Indiana, a distance of 340.20 feet; thence along the perimeter of said Cressmoor Estates, Phase 1, the following 18 calls; thence North 88 degrees 03 minutes 29 seconds West, a distance of 862.55 feet; thence South 01 degrees 56 minutes 31 seconds West, a distance of 120.00 feet; thence North 88 degrees 03 minutes 29 seconds West, a distance of 39.31 feet; thence South 01 degrees 56 minutes 31 seconds West, a distance of 200.00 feet; thence South 88 degrees 03 minutes 29 seconds East, a distance of 166.25 feet; thence South 20 degrees 09 minutes 06 seconds East, a distance of 12.92 feet; thence North 69 degrees 50 minutes 54 seconds East, a distance of 141.66 feet to a point on a non tangent curve concave to the Northeast and having a radius of 230.00 feet; thence Southeasterly along said curve, an arc length of 27.63 feet (chord bearing South 16 degrees 42 minutes 35 minutes East, chord length of 27.62 feet); thence South 20 degrees 09 minutes 06 seconds East, a distance of 44.20 feet; thence North 69 degrees 50 minutes 54 seconds East, a distance of 114.43 feet; thence South 77 degrees 50 minutes 12 seconds East, a distance of 51.87 feet; thence South 57 degrees 53 minutes 34 seconds East, a distance of 72.44 feet; thence South 20 degrees 09 minutes 06 seconds East, a distance of 185.05 feet; thence South 00 degrees 02 minutes 08 seconds East, a distance of 506.63 feet to a point on a curve concave to the West and having a radius of 267.50 feet; thence Southerly along the said curve an arc length of 36.33 feet (chord bearing South 03 degrees 51 minutes 18 seconds West, chord length of 36.30 feet); thence South 82 degrees 15 minutes 16 seconds East, a distance of 122.50 feet to a point on a non tangent curve concave to the West and having a radius of 390.00 feet; thence Southerly along said curve an arc length of 8.03 feet (chord bearing South 08 degrees 20 minutes 07 seconds West, chord length of 8.03 feet); thence South 81 degrees 04 minutes 29 seconds East, a distance of 187.04 feet to a point on the West Right of Way line of North Lake Park Avenue, as dedicated on the said Cressmoor Estates, Phase 1; thence South 00 degrees 02 minutes 08 seconds East along said West Right of Way line, a distance of 422.01 feet to a point on the North line of a parcel of land deeded to the Shirley Heinze Land Trust, Inc as per a Deed of Gift dated December 23, 2008 and recorded February 26, 2009 as document number 2009-012487 in the Office of the Recorder, Lake County, Indiana; thence South 82 degrees 41 minutes 02 seconds West along the northerly line of said gifted parcel, a distance of 1111.60 feet to the Northwest corner of said Gifted land; thence South 07 degrees 18 minutes 58 seconds East along the Westerly line of the said gifted parcel, a distance of 130.00 feet; thence South 82 degrees 41 minutes 00 seconds West, a distance of 275.99 feet; thence North 52 degrees 29 minutes 48 seconds West, a distance of 983.64 feet to a point on a curve concave to the Southwest and having a radius of 543.95 feet; thence Northwesterly along said curve an arc length of 284.67 feet (chord bearing North 67 degrees 29 minutes 20 seconds West, chord length of 281.43 feet); thence North 90 degrees 00 minutes 00 seconds West, a distance of 36.11 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 145.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 40.00

feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 117.97 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 160.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 42.97 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 40.00 feet to a point on the West line of the said East Half; thence North 00 degrees 00 minutes 00 seconds East along the said West line, a distance of 104.76 feet; thence South 89 degrees 41 minutes 04 seconds East, a distance of 325.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 497.21 feet; thence North 39 degrees 50 minutes 26 seconds East, a distance of 254.46 feet to a point on a curve concave to the Southeast and having a radius of 85.00 feet; thence Northeasterly along the said curve, an arc length of 23.09 feet (chord bearing North 47 degrees 37 minutes 23 seconds East, chord length of 23.02 feet); thence North 34 degrees 35 minutes 38 seconds West, a distance of 9.72 feet; thence North 15 degrees 46 minutes 14 seconds East, a distance of 48.08 feet; thence South 74 degrees 13 minutes 46 seconds East, a distance of 59.05 feet; thence South 09 degrees 48 minutes 55 seconds East, a distance of 18.86 feet; thence North 80 degrees 11 minutes 05 seconds East, a distance of 177.64 feet; thence North 09 degrees 48 minutes 55 seconds West, a distance of 80.38 feet; thence North 85 degrees 14 minutes 44 seconds East, a distance of 338.93 feet; thence North 63 degrees 19 minutes 22 seconds East, a distance of 233.97 feet; thence North 01 degrees 57 minutes 00 seconds East, a distance of 222.83 feet to a point on the South Right of Way line of East 37th Avenue as conveyed to the City of Hobart by Warranty Deed recorded February 10, 2000 as Document No. 2000 009652; thence along the said South Right of Way line the following 8 calls; thence South 80 degrees 35 minutes 10 seconds East, a distance of 57.00 feet; thence South 84 degrees 48 minutes 20 seconds East, a distance of 164.34 feet; thence North 86 degrees 03 minutes 00 seconds East, a distance of 164.86 feet; thence South 81 degrees 23 minutes 48 seconds East, a distance of 165.22 feet; thence North 89 degrees 49 minutes 00 seconds East, a distance of 255.66 feet; thence South 88 degrees 03 minutes 29 seconds East, a distance of 300.00 feet; thence North 01 degrees 56 minutes 31 seconds East, a distance of 5.00 feet; thence South 88 degrees 03 minutes 29 seconds East, a distance of 202.91 feet to the Point of Beginning.

SECTION 2. The City Council now finds that the above zone change will not be injurious to the public health, safety, morals and general welfare of the community and the use or value of the area adjacent to the property included in this Ordinance will not be affected in a substantially adverse manner and the need for the change in zoning herein arises from a condition peculiar to the property involved and the condition is not due to the general condition of the neighborhood. The Council further finds that the strict application of the terms of the zoning ordinance will constitute an unusual and unnecessary hardship if applied to the property herein if this rezoning were not granted and this rezoning does not interfere substantially with the comprehensive plan.

SECTION 3. The Common Council of the City of Hobart finds the zone change will take effect upon the following conditions being fulfilled by the owner:

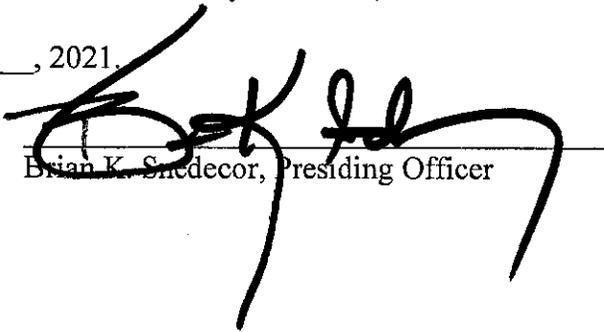
All buildings or uses permitted and placed upon said described real estate shall fully conform to all the provisions of the Zoning Ordinance of the City of Hobart, Indiana and shall have obtained the proper permits.

SECTION 4. That the City Engineer and/or Zoning Administrator is hereby authorized and directed upon the enactment and approval of this Ordinance, to cause a change to be made on the zone maps, to make certain notations in ink thereof and to record the date of passage of this Ordinance.

SECTION 5. Since an emergency exists for the immediate taking effect of this Ordinance, the same shall be in fully force and effect from and after its passage by the Common Council of the City of Hobart; upon the approval of the Mayor of the City of Hobart Indiana; and as soon thereafter as otherwise provided for by law.

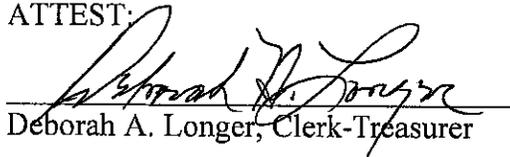
PASSED and ADOPTED by the Common Council of the City of Hobart, Indiana on this

9th day of November, 2021.



Brian K. Snedecor, Presiding Officer

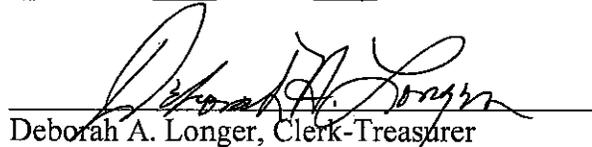
ATTEST:



Deborah A. Longer, Clerk-Treasurer

Presented by me to the Mayor of the City of Hobart, Indiana, for his approval and signature this

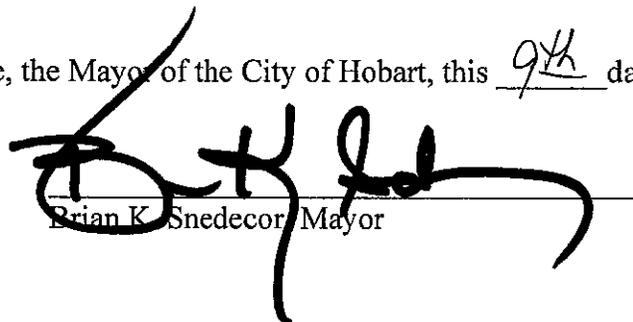
9th day of November, 2021 at 6:00 o'clock P. M.



Deborah A. Longer, Clerk-Treasurer

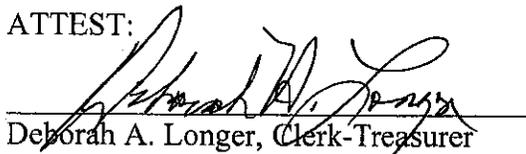
APPROVED and SIGNED by me, the Mayor of the City of Hobart, this 9th day of

November, 2021.



Brian K. Snedecor, Mayor

ATTEST:



Deborah A. Longer, Clerk-Treasurer

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Steven H. Goodman
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION FOR CRESSMOOR ESTATES

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DECLARATION FOR CRESSMOOR ESTATES

This Declaration is made by D.R Horton, Inc.-Midwest ("Declarant").

RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased residential development called Cressmoor Estates (the "Development").

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

In order to provide for the orderly and proper maintenance of the Premises, the Declarant has formed (or will form) the Association under the Indiana Not For Profit Corporation Act, and the Association shall adopt budgets and fix assessments to pay the expenses incurred in connection with such duties. Each Owner of a Dwelling Unit shall be a member of the Association and shall be responsible for paying assessments with respect to the Dwelling Unit owned by such Owner.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association and to designate the Directors of the Association, as more fully described in Article Nine and in the By-Laws, and the right to come upon the Premises in connection with Declarant's efforts to sell Dwelling Units and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- 1.01 ASSOCIATION: The Cressmoor Estates Homeowners Association, Inc, an Indiana not for profit corporation, its successors and assigns.
- 1.02 BY-LAWS: The By-Laws of the Association which are attached hereto as Exhibit C.

1.03 CHARGES: The Community Assessment, Duplex Home Assessment, Townhome Assessment, and any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.04 COMMITTEE: Any or all of the Detached Home Committee, Duplex Home Committee and/or Townhome Committee, as the context requires.

1.05 COMMUNITY AREA: Those portions of the Premises which are designated in Part III of Exhibit B, as Exhibit B may be amended from time to time, as Community Area and improvements located thereon. The Community Area will generally consist of and include open space, landscaped buffer areas, stormwater management facilities, recreational facilities, and other improvements which will serve the Development.

1.06 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY EXPENSES: The Community Expenses shall include: (i) the expenses of administration (including property management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area; (ii) the expense of maintenance, repair and replacement of improvements located on the Community Area; (iii) the expense of providing all maintenance, repairs and replacements required to be furnished by the Association under Section 3.02(a); (iv) the expense of maintenance, repair and replacement of personal property acquired and used by the Association in connection its duties hereunder; (v) the cost of insurance for the Community Area; (vi) if not separately charged to the Owners, the expense of waste removal provided by a private waste hauler designated by the Municipality; and (vii) and any expenses designated as Community Expenses by this Community Declaration. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves.

1.08 COUNTY: Lake County, Indiana or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in a County as of the Recording of this Declaration.

1.09 DECLARANT: D.R. Horton, Inc.-Midwest, its successors and assigns.

1.10 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DESIGNATED BUILDER: Any legal entity which is designated, from time to time, by the Declarant as a "Designated Builder" in this Declaration or in a Special Amendment or Supplemental Declaration, as more fully provided herein. .

1.12 DETACHED HOME: A single family residential home which is constructed on a Detached Home Lot.

1.13 DETACHED HOME COMMITTEE: A committee which shall have certain

responsibilities and powers with respect to the Detached Homes hereunder and which shall be constituted as provided in Article Five.

1.14 DETACHED HOME LOT: A subdivided lot which is designated in Part II.A. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a Detached Home Lot.

1.15 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.16 DUPLEX HOME: A residential unit which is constructed on a Duplex Home Parcel.

1.17 DUPLEX HOME COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Duplex Homes hereunder and which shall be constituted as provided in Article Five.

1.18 DUPLEX HOME COMMON AREA: Those portions of the Premises which are legally described and designated in Part IV of Exhibit B hereto, as Exhibit B may be amended from time to time, as Duplex Home Common Area and all improvements thereto and landscaping thereon. The Duplex Home Common Area will generally consist of and include the driveways, walkways, private roads (if any) and green areas which serve the Duplex Homes.

1.19 DUPLEX HOME EXPENSES. All expenses incurred by the Association in connection with providing the maintenance, repairs and replacements required to be furnished by the Association pursuant to Section 3.02(b) below; the premiums for fire and extended coverage insurance for the Duplex Homes, as provided for in Article Four; any expense which is designated as a Duplex Home Expense in this Declaration; and any expense incurred by the Association which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of Duplex Homes only. The allocation of Community Expenses, Duplex Home Expenses and Townhome Expenses shall be made by the Directors in its or their sole discretion, based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.20 DUPLEX HOME EXTERIOR: The roof, gutters, slab, foundation, steps, footings and outer surface of exterior walls and doors of a Duplex Home, together with any utility lines located therein.

1.21 DUPLEX HOME LOT: A subdivided lot which is designated in Part II.B. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a Duplex Home Lot.

1.22 DUPLEX HOME PARCEL: Each Duplex Home Lot shall be improved with a

building containing two (2) residential units. Each residential unit on the Duplex Home Lot will share a perimeter wall with one (1) other residential unit. The shared wall is defined as a "Party Wall" in Section 13.01 hereof. The Duplex Home Lot shall be divided into two (2) tracts, with each tract being defined by the Party Wall, as extended to the lot line. Each such tract shall consist of a residential unit (including approximately one-half (1/2) of the Party Wall which divides the residential unit from the adjacent residential units) landscapable areas, and portions of driveways and walkways. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Declarant and the tract so described, together with all improvements thereon, shall be a "Duplex Home Parcel" hereunder.

1.23 DWELLING UNIT: A portion of the Premises which is improved, or which is intended to be improved, with a single family residential unit. A Dwelling Unit may be a Detached Home Lot which is improved, or planned to be improved, with a Detached Home, a Duplex Home Parcel which is improved, or planned to be improved, with a Duplex Home or a Townhome Parcel which is improved, or planned to be improved, with a Townhome.

1.24 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.25 HOME: That portion of a Dwelling Unit which is improved with a residential unit which is either a Detached Home, a Duplex Home or a Townhome.

1.26 DIRECTORS: The members of the board of directors, from time to time, appointed or elected as provided in this Declaration or the By-Laws.

1.27 MUNICIPALITY: The City of Hobart, Indiana or its successors, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration. The word "City" and the word "Municipality" may be used interchangeably in this Declaration as the context so requires.

1.28 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.29 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.30 PREMISES: Those portions of the Development Area which are legally described in Exhibit B hereto, with all improvements thereon and rights appurtenant thereto. Declarant shall have the right, but not the obligation, to make additional portions of the Development Area subject to this Declaration as part of the Premises as more fully provided in Article Twelve.

1.31 PRIVATE WATER AND SEWER SERVICE EXTENSIONS: The water service lines and sewer lines which are located on the Premises and which connect each Duplex Home and each Townhome with the dedicated water main and dedicated sewer main which serves the Premises.

1.32 RECORD: To record in the office of the Recorder of Deeds for the County.

1.33 RESIDENT: An individual who legally resides in a Home.

1.34 TOWNHOME: A residential unit which is constructed on a Townhome Parcel.

1.35 TOWNHOME COMMITTEE: A committee which shall have certain responsibilities and powers with respect to the Townhomes hereunder and which shall be constituted as provided in Article Five.

1.36 TOWNHOME COMMON AREA: Those portions of the Premises which are legally described and designated in Part V of Exhibit B hereto, as Exhibit B may be amended from time to time, as Townhome Common Area and all improvements thereto and landscaping thereon. The Townhome Common Area will generally consist of and include the driveways, walkways, private roads (if any) and green areas which serve the Townhomes.

1.37 TOWNHOME EXPENSES. All expenses incurred by the Association in connection with providing the maintenance, repairs and replacements required to be furnished by the Association pursuant to Section 3.02(c) below; the premiums for fire and extended coverage insurance for the Townhomes, as provided for in Article Four; any expense which is designated as a Townhome Expense in this Declaration; and any expense incurred by the Association which, pursuant to generally accepted accounting principles, are reasonably allocable to the maintenance, repair or replacement of Townhomes only. The allocation of Community Expenses, Duplex Home Expenses and Townhome Expenses shall be made by the Directors in its or their sole discretion, based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.38 TOWNHOME EXTERIOR: The roof, gutters, slab, foundation, steps, footings and outer surface of exterior walls and doors of a Townhome, together with any utility lines located therein.

1.39 TOWNHOME LOT: A subdivided lot which is designated in Part II.C. of Exhibit B hereto, as Exhibit B may be amended from time to time, as a Townhome Lot.

1.40 TOWNHOME PARCEL: Each Townhome Lot shall be improved with a building containing three (3) or more residential units. Each residential unit on the Townhome Lot will share a perimeter wall with at least one (1) other residential unit. The shared wall is defined as a "Party Wall" in Section 13.01 hereof. The Townhome Lot shall be divided into three (3) tracts, with each tract being defined by the Party Wall, as extended to the lot line. Each such tract shall consist of a residential unit (including approximately one-half (1/2) of the Party Wall which divides the residential unit from the adjacent residential units) landscapable areas, and portions of driveways and walkways. Each tract shall be legally described in the deed which conveys the tract to the first purchaser thereof from the Declarant and the tract so described, together with all improvements thereon, shall be a "Townhome Parcel" hereunder.

1.41 TURNOVER DATE: The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 9.05.

1.42 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO
Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations (as defined in Section 12.01) Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended as provided in Section 10.02.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Directors.

2.05 ACCESS EASEMENT: Each Owner of a Detached Home Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Detached Home Lot to a public way, over and across any private roads (if any) located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Detached Home Lot. In addition, each Owner of a Duplex Home shall have a non-exclusive perpetual easement for ingress to and egress from his Duplex Home to public streets and roads over and across the private roads (if any), driveways and walkways located on the Duplex Home Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Duplex Home. In addition, each Owner of a Townhome shall have a non-exclusive perpetual easement for ingress to and egress from his Townhome to public streets and roads over and across the

private roads (if any), driveways and walkways located on the Townhome Common Area, which easement shall run with the land, be appurtenant to and pass with title to every Townhome. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over and across the private roads (if any) and driveways located on the Community Area for police, fire, ambulance, waste removal or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and parking on the Community Area, the Duplex Home Common Area and the Townhome Common Area, and the right to store equipment on the Community Area, the Duplex Home Common Area and the Townhome Common Area for the purpose of furnishing any maintenance, repairs or replacements required or permitted to be furnished by the Association hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area, Duplex Home Common Area and Townhome Common Area for the purpose of providing utility services to the Premises. In addition, each Owner of an Duplex Home or Townhome shall have a perpetual easement for the continued existence and use of water, sewer, electric, gas or other utility lines and/or components of the air conditioning system which were originally installed by the Declarant or a utility company and which serve the Owner's Home, which utility lines or wiring may be located in the Duplex Home Common Area or Townhome Common Area, as the case may be, or on any other portion of the Premises, including, without limitation, under or through another Home. Any damage resulting from the exercise of any of the easements declared under this Section 2.08 shall be repaired by the party causing such damage.

2.09 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Premises, other than the Homes, for such uses and purposes as the Directors deem to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Directors deem to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling

Unit, shall be deemed to grant a power coupled with an interest to the Directors, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.10 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder, including, without limitation, to inspect the fire suppression system which serves the Townhomes.

2.11 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.08 and 2.09, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.12 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Dwelling Unit which is improved with a Home, any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any part of any other Dwelling Unit or upon the Community Area, Duplex Home Common Area or Townhome Common Area, or any improvement to the Community Area Duplex Home Common Area or Townhome Common Area shall encroach upon any part of a Dwelling Unit which is improved with a Home, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit which is improved with a Home shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit, Duplex Home Common Area, Townhome Common Area or the Community Area:

- (a) the eaves, gutters, downspouts, fascia, flashings, and like appendages which serve the Home on the Dwelling Unit;
 - (b) the chimney which serves the Home on the Dwelling Unit;
 - (c) the air conditioning equipment which serves the Home on the Dwelling Unit;
- or
- (d) balconies, steps, porches, door entries and patios which serve the Home on the Dwelling Unit.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any

such encroaching improvement unless otherwise provided in this Declaration.

2.13 OWNERSHIP OF COMMUNITY AREA : The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; however any Community Area which is made subject to the Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such Community Area is made subject to this Declaration.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date the Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and for any subsequent years. Each Owner of a Duplex Home shall be responsible for the payment of real estate taxes levied with respect to the Duplex Home Parcel (including any portion of the Owner's Duplex Home Parcel which is designated as Duplex Home Common Area hereunder). Each Owner of a Townhome shall be responsible for the payment of real estate taxes levied with respect to the Townhome Parcel (including any portion of the Owner's Townhome Parcel which is designated as Townhome Common Area hereunder).

2.15 LEASE OF HOME: Any Owner shall have the right to lease all (and not less than all) of his Home subject to the following provisions:

(a) No Home shall be leased for less than six (6) months or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

(c) Each Owner who leases his Home shall be required to furnish the Association with a copy of the lease and shall promptly notify the Association of any change in the status of the lease.

(d) Notwithstanding anything in this Section 2.15 to the contrary, Declarant may only lease Townhomes within the Development which front on 39th Place (Townhome Lots 189 through 195, both inclusive). The foregoing notwithstanding, during periods of extreme housing market or economic volatility, the Municipality and Declarant shall work in good faith to create reasonable flexibility for Declarant to be permitted to lease up to thirty percent (30%) of the Homes within the Development.

ARTICLE THREE Maintenance/Services/Alterations

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(1) Grass cutting and added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area;

(2) Maintenance, repair and replacement of all improvements located on the Community Area; and

(3) Maintenance (including snow removal), repair and replacement of the private roads, parking lots and guest parking spaces located on the Premises, if any.

(b) The following maintenance, repairs and replacements shall be furnished by the Association as a Duplex Home Expense:

(1) Subject to 3.03(b), all maintenance (including periodic painting), repairs and replacement to the Duplex Home Exteriors;

(2) Repair and replacement of the driveways (inclusive of sealcoating at such frequency as determined by the Directors) and service walks which serve the Duplex Homes;

(3) Maintenance, repair and replacement of improvements and landscaping located on the Duplex Home Common Area;

(4) To the extent not maintained by a utility company, maintenance, repair and replacement of the water sewer, electric, gas and other utility lines which (a) are located on the Premises, including, without limitation, those located in the Duplex Home Common Area and those which run under or through Duplex Homes and (b) serve more than one Duplex Home.

Repairs and replacements to a Duplex Home which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.03 shall be made as provided in Section 4.03.

(c) The following maintenance, repairs and replacements shall be furnished by the Association as a Townhome Expense:

(1) Subject to 3.03(c), all maintenance (including periodic painting), repairs and replacement to the Townhome Exteriors;

(2) Repair and replacement of the driveways (inclusive of sealcoating at such frequency as determined by the Directors) and service walks which serve the Townhomes;

(3) Snow removal from the driveways which serve the Townhomes. The

Association shall be responsible for snow haul off if snow accumulation exceeds one (1) foot;

(4) Maintenance, repair and replacement of improvements and landscaping located on the Townhome Common Area;

(5) To the extent not maintained by a utility company, maintenance, repair and replacement of the water sewer, electric, gas and other utility lines which (a) are located on the Premises, including, without limitation, those located in the Townhome Common Area and those which run under or through Townhomes and (b) serve more than one Townhome;

(6) Maintenance, repair and replacement of the fire suppression system and alarm panel boxes which serve the Townhomes, if any.

Repairs and replacements to a Townhome which are required due to occurrences which are normally covered by insurance required to be obtained by the Association under Section 4.04 shall be made as provided in Section 4.04.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration, each Owner of a Detached Home shall be responsible for the maintenance, repair and replacement of the Owner's Detached Home, and shall cause the Detached Home to be maintained so that the appearance of the Detached Home is substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.07, ordinary unavoidable wear and tear excepted.

(b) Maintenance (other than periodic painting), repairs, and replacements of windows, doors (including storm and garage doors) and screening on a Duplex Home, and any deck or patio installed by the Declarant (if any) which serves a Duplex Home shall be the responsibility of the Owner of the Duplex Home; however, at the option of the Directors (in consultation with the Duplex Home Committee), such work may be furnished by the Association and the cost thereof charged to the Owner of the Duplex Home based on actual cost, as determined by the Directors in its or their reasonable judgment.

(c) Maintenance (other than periodic painting), repairs, and replacements of windows, doors (including storm and garage doors) and screening on a Townhome, and any deck or patio installed by the Declarant (if any) which serves a Townhome shall be the responsibility of the Owner of the Townhome; however, at the option of the Directors (in consultation with the Townhome Committee), such work may be furnished by the Association and the cost thereof charged to the Owner of the Townhome based on actual cost, as determined by the Directors in its or their reasonable judgment.

(d) Each Owner of a Detached Home shall be responsible for maintaining all landscaping on the Owner's Detached Home Lot in good condition, and shall promptly replace any damaged or dead trees, shrubs, grass and groundcover with similar materials. In addition, each Owner of a Detached Home shall be required to (i) replace the mulch on the Owner's Detached Home Lot every other year with materials and specifications to be approved by the Directors, and (ii)

sealcoat the Owner's driveway at such frequency as determined by the Directors.

(e) To the extent not maintained by a utility company, maintenance, repair and replacement of water, sewer, electric, gas and other utility lines which serve only a Duplex Home and are located on any portion of the Premises, including, without limitation, on the Duplex Home Common Area, under the Owner's Duplex Home or other Duplex Homes, shall be the responsibility of the Owner of the Duplex Home served by such utility lines.

(f) To the extent not maintained by a utility company, maintenance, repair and replacement of water, sewer, electric, gas and other utility lines which serve only a Townhome and are located on any portion of the Premises, including, without limitation, on the Townhome Common Area, under the Owner's Townhome or other Townhomes, shall be the responsibility of the Owner of the Townhome served by such utility lines.

(g) Each Owner shall be responsible for the maintenance, repair and replacement of exterior light fixtures and bulbs on the Owner's Home.

(h) Each Owner shall be responsible for the maintenance, repair and replacement of water faucets and spigots (and any pipes serving such faucets and spigots) which serve the Owner's Home, including, without limitation, disconnecting any hoses from, and turning off, any such faucets and spigots, and any damage which occurs as a result of the failure to do so shall be the responsibility of the Owner.

(i) Each Owner shall be responsible for the maintenance (including annual cleaning out and removal of blockages, nests, other debris or items as needed), repair and replacement of dryer vents (including any flaps or exterior covers), lines and ductwork which serve the Owner's Home, and shall, to the extent requested by the Association, provide the Association documentation demonstrating that the dryer vent, line and ductwork which serve the Owner's Home have been cleaned in compliance with this Section.

(j) If, in the judgment of the Directors, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units in the Development or in compliance with rules and regulations adopted by the Directors from time to time, then the Directors may, in its or their discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Directors, in its or their sole judgment, then the Directors may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Premises may not be separately metered and billed to the

Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Directors, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Directors, the Owner is being charged disproportionately for costs allocable to the Community Area, Duplex Home Common Area or Townhome Common Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Directors is properly allocable to the Community Area, Duplex Home Common Area or Townhome Common Area and the amount thereof shall be Community Expenses, Duplex Home Expenses or Townhome Expenses hereunder.

Any determinations or allocations made hereunder by the Directors shall be final and binding on all parties.

3.05 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of an Owner, damage shall be caused to the Premises and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, Duplex Home Expense or Townhome Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Directors, to the extent not covered by insurance carried by the Association.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine and Exhibit D hereto, no alterations, additions or improvements shall be made to the Community Area without the prior approval of the Directors, and, until the Declarant no longer owns or controls title to any portion of the Development Area, the prior written consent of the Declarant, and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.07 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DETACHED HOMES OR DETACHED HOME LOTS: Subject to the terms of Exhibit D hereto, no additions, alterations or improvements (including, without limitation, changes in the exterior color) shall be made to the exterior of a Detached Home or Detached Home Lot by an Owner without the prior written consent of the Directors (in consultation with the Detached Home Committee) and compliance with applicable ordinances of the Municipality. The Directors may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Detached Home or Detached Home Lot which requires the consent of the Directors upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition,

alteration or improvement, subject to such standards as the Directors (in consultation with the Detached Home Committee) may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Community Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires the Directors consent hereunder is made to a Detached Home or Detached Home Lot by an Owner without the prior written consent of the Directors, then the Directors (in consultation with the Detached Home Committee) may take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Detached Home or Detached Home Lot to its original condition, all at the Owner's expense; or
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Directors may cause such work to be done and may charge the Owner for the cost thereof as determined by the Directors; or
- (c) Ratify the action taken by the Owner, and the Directors may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.08 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DUPLEX HOME EXTERIOR OR DUPLEX HOME COMMON AREA: Subject to the terms of Exhibit D hereto, no additions, alterations or improvements (including, without limitation, changes in the exterior color) shall be made to any Duplex Home Exterior or Duplex Home Common Area by an Owner without the prior written consent of the Directors (in consultation with the Duplex Home Committee) and compliance with applicable ordinances of the Municipality. Without limiting the foregoing, no Owner of a Duplex Home shall be permitted to add a deck or patio to the Duplex Home. The Directors may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Duplex Home Exterior or Duplex Home Common Area which requires the consent of the Directors upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Directors (in consultation with the Duplex Home Committee) may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Duplex Home Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires Directors consent hereunder is made to a Duplex Home Exterior or Duplex Home Common Area by an Owner without the prior written consent of the Directors, then the Directors (in consultation with the Duplex Home Committee) may, in its or their discretion, take any of the following actions:

- (a) Require the Owner to remove the addition, alteration or improvement and restore the Duplex Home Exterior or Duplex Home Common Area to its original condition, all at the Owner's expense;
- (b) If the Owner refuses or fails to properly perform the work required under (a), the Directors may cause such work to be done and may charge the Owner for the cost

thereof as determined by the Directors; or

(c) Ratify the action taken by the Owner, and the Directors may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.09 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO TOWNHOME EXTERIOR OR TOWNHOME COMMON AREA: Subject to the terms of Exhibit D hereto, no additions, alterations or improvements (including, without limitation, changes in the exterior color) shall be made to any Townhome Exterior or Townhome Common Area by an Owner without the prior written consent of the Directors (in consultation with the Townhome Committee) and compliance with applicable ordinances of the Municipality. Without limiting the foregoing, no Owner of a Townhome shall be permitted to add a deck or patio to the Townhome. The Directors may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Townhome Exterior or Townhome Common Area which requires the consent of the Directors upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Directors (in consultation with the Townhome Committee) may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Townhome Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires Directors consent hereunder is made to a Townhome Exterior or Townhome Common Area by an Owner without the prior written consent of the Directors, then the Directors (in consultation with the Townhome Committee) may, in its or their discretion, take any of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Townhome Exterior or Townhome Common Area to its original condition, all at the Owner's expense;

(b) If the Owner refuses or fails to properly perform the work required under (a), the Directors may cause such work to be done and may charge the Owner for the cost thereof as determined by the Directors; or

(c) Ratify the action taken by the Owner, and the Directors may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE:

(a) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, the Directors, directors and officers, the Declarant, the managing agent, if any, and their respective employees

and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with the Community Area or other portions of the Premises which the Association is responsible for providing maintenance as part of the Community Expenses. The Directors may, in its or their discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the Directors, directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(b) Fidelity bonds indemnifying the Association, the Directors and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Directors may deem desirable.

(c) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 DETACHED HOME INSURANCE/DAMAGE:

(a) Each Owner of a Detached Home shall be responsible for and shall procure fire and all risk coverage insurance covering such Owner's Detached Lot and Detached Home and contents for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as he may determine to be appropriate. Each Owner shall also be responsible for his own insurance on the contents of his Detached Home and furnishings and personal property therein.

(b) No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Detached Home, any other Dwelling Unit, or the Community Area.

(c) In the event of damage to or destruction of any Detached Home by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the Detached Home in substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. When rebuilt, the exterior of the Detached Home shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Detached Homes which are not so damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his Detached Home under this Subsection (c) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(d) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (c), to perform the necessary repair or rebuilding, then, the Directors may cause such repairs or rebuilding to be performed in the manner as provided in Subsection (c) and the cost thereof shall be a Charge hereunder payable by the Owner to the Association upon demand.

4.03 DUPLEX HOME INSURANCE/DAMAGE:

(a) Except as provided in (c) below, the Directors shall have the authority to and shall obtain what is commonly known as "bare walls" insurance for the Duplex Homes and all improvements thereto against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Directors may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Duplex Homes. Premiums for such insurance shall be Duplex Home Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Duplex Home Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Directors, shall not be invalidated by any act or neglect of any Duplex Home Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Duplex Home, and (iv) shall contain waivers of subrogation with respect to the Association and its Directors, directors, officers, employees and agents (including the managing agent), Owners and occupants of the Duplex Homes, First Mortgagees, and the Declarant and shall name all such parties as additional insured parties as their interests may appear.

(b) The Directors may engage the services of any bank or trust company authorized to do trust business in Indiana to act as trustee, agent or depository on behalf of the Directors for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Directors shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Duplex Home Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Directors shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Duplex Homes, the Directors shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Duplex Home so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Duplex Homes. Payment by an insurance company to the Directors or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Directors of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Directors or the corporate trustee.

(c) Unless expressly advised to the contrary by the Directors, each Owner of a Duplex Home shall obtain his or her own insurance on the contents of the Owner's Home and the fixtures, furnishings and personal property therein, through what is currently commonly referred to as an "HO-6 policy", which shall include all items inside the primer on the drywall of the Owner's Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of from whom or when such items were acquired. Such HO-

6 policy shall also include the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided. The Directors shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner.

(d) Each Duplex Home Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its Directors, directors and officers, the Declarant, the Director and the managing agent if any, and their respective employees and agents, for damage to the Duplex Home or to any personal property located in the Owner's Duplex Home caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(e) In the case of damage by fire or other disaster to any Duplex Home (a "Damaged Duplex Home Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Duplex Home Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Duplex Home Improvement.

(f) In the case of damage by fire or other disaster to any Duplex Home or building which contains Duplex Homes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Duplex Home Improvement or the Damaged Duplex Home Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Duplex Home Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Duplex Homes are represented, the Duplex Home Committee shall present a plan for the repair or reconstruction of the Damaged Duplex Home Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Duplex Homes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Duplex Home Improvement shall be repaired or reconstructed based on the information provided by the Duplex Home Committee under (2) above, including the proposed special assessment. The Damaged Duplex Home Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Duplex Homes at such meeting.

(4) If the Voting Members representing Duplex Homes do not vote to repair or reconstruct the Damaged Duplex Home Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Duplex Home Committee may, at its discretion, call another meeting or meetings of the Duplex Home

Owners to consider or reconsider, as applicable, the question of whether or not the Damaged Duplex Home Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Duplex Homes do not vote to repair or reconstruct the Damaged Duplex Home Improvement under Subsection (4) above, then the Duplex Home Committee may, with the consent of the Directors and Owners representing 75% of the Duplex Homes in the damaged building and First Mortgagees representing 75% of the Duplex Homes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Duplex Home Lot which includes the Damaged Duplex Home Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Duplex Home Owner shall be made to such Duplex Home Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Directors in consultation with the Duplex Home Committee. From and after the effective date of the amendment referred to above in this paragraph, the Owners of Duplex Homes located on the Duplex Home Lot which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Duplex Homes if the amendment had not been Recorded; provided, that, the Duplex Home Lot shall continue to be subject to the provisions of Section 3.08 hereof and upon issuance of an occupancy permit for a building constructed on a Duplex Home Lot removed from the terms hereof as provided above, the Duplex Home Lot shall thereupon be subject to the terms hereof and each Duplex Home to be constructed thereon shall become a Duplex Home hereunder.

(g) If the Damaged Duplex Home Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Duplex Home Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Duplex Home Lot as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(h) If the Damaged Duplex Home Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Directors. Any reconstruction of the building shall be subject to the provisions of Section 3.08.

4.04 TOWNHOME INSURANCE/DAMAGE:

(a) Except as provided in (c) below, the Directors shall have the authority to and shall obtain what is commonly referred to as "bare walls" insurance for the Townhomes and all improvements thereto against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Directors may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Townhomes. Premiums for such insurance shall be Townhome Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Townhome Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Directors, shall not be invalidated by any act or neglect of

any Townhome Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Townhome, and (iv) shall contain waivers of subrogation with respect to the Association and its Directors, directors, officers, employees and agents (including the managing agent), Owners and occupants of the Townhomes, First Mortgagees, and the Declarant and shall name all such parties as additional insured parties as their interests may appear.

(b) The Directors may engage the services of any bank or trust company authorized to do trust business in Indiana to act as trustee, agent or depository on behalf of the Directors for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Directors shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Townhome Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Directors shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Townhomes, the Directors shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Townhome so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Townhomes. Payment by an insurance company to the Directors or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Directors of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Directors or the corporate trustee.

(c) Unless expressly advised to the contrary by the Directors, each Owner of a Townhome shall obtain his or her own insurance on the contents of the Owner's Townhome and the fixtures, furnishings and personal property therein, through what is currently commonly referred to as an "HO-6 policy", which shall include all items inside the primer on the drywall of the Owner's Home, including, without limitation, floor coverings, wall coverings, ceiling coverings, built in cabinets, fixtures, appliances, air conditioning equipment, furnace/hot water heaters and sump and ejector pumps, regardless of from whom or when such items were acquired. Such HO-6 policy shall also include the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided. The Directors shall have no obligation whatsoever to obtain any such HO-6 insurance coverage on behalf of an Owner.

(d) Each Townhome Owner hereby waives and releases any and all claims which he may have against any other Owner, the Associations, its Directors and officers, and the managing agent if any, and their respective employees and agents, for damage to the Townhome or to any personal property located in the Owner's Townhome caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

(e) In the case of damage by fire or other disaster to any Townhome (a "Damaged Townhome Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Townhome Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Townhome Improvement.

(f) In the case of damage by fire or other disaster to any Townhome or building which contains Townhomes where the insurance proceeds are insufficient to repair or reconstruct the Damaged Townhome Improvement or the Damaged Townhome Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Townhome Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting at which a quorum of at least 20% of the Townhomes are represented, the Townhome Committee shall present a plan for the repair or reconstruction of the Damaged Townhome Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment to be levied against all Townhomes and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Townhome Improvement shall be repaired or reconstructed based on the information provided by the Townhome Committee under (2) above, including the proposed special assessment. The Damaged Townhome Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least two-thirds (2/3rds) of the votes cast by Voting Members representing Townhomes at such meeting.

(4) If the Voting Members representing Townhomes do not vote to repair or reconstruct the Damaged Townhome Improvement at the meeting provided for in (1) and (2) above or if a quorum is not present at such meeting, then the Townhome Committee may, at its discretion, call another meeting or meetings of the Townhome Owners to consider or reconsider, as applicable, the question of whether or not the Damaged Townhome Improvement shall be repaired or reconstructed.

(5) If the Voting Members representing Townhomes do not vote to repair or reconstruct the Damaged Townhome Improvement under Subsection (4) above, then the Townhome Committee may, with the consent of the Directors and Owners representing 75% of the Townhomes in the damaged building and First Mortgagees representing 75% of the Townhomes subject to Mortgages in the damaged building, amend this Declaration to withdraw the Townhome Lot which includes the Damaged Townhome Improvement from the terms hereof (except as provided below). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Townhome Owner shall be made to such Townhome Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Directors in

consultation with the Townhome Committee. From and after the effective date of the amendment referred to above in this paragraph, the Owners of Townhomes located on the Townhome Lot which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Townhomes if the amendment had not been Recorded; provided, that, the Townhome Lot shall continue to be subject to the provisions of Section 3.08 hereof and upon issuance of an occupancy permit for a building constructed on a Townhome Lot removed from the terms hereof as provided above, the Townhome Lot shall thereupon be subject to the terms hereof and each Townhome to be constructed thereon shall become a Townhome hereunder.

(g) If the Damaged Townhome Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Townhome Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Townhome Lot as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(h) If the Damaged Townhome Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Directors. Any reconstruction of the building shall be subject to the provisions of Section 3.08.

4.05 OWNER RESPONSIBILITY: In addition to the coverage described in Sections 4.02, 4.03 and 4.04 above with respect to his Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Directors shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners.

4.06 WAIVER OF SUBROGATION: The Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Association, the Directors, directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Homes, Duplex Home Common Area, Townhome Common Area, the Community Area, or to any personal property located in or on the Homes, Duplex Home Common Area, Townhome Common Area or the Community Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Directors under Sections 4.01(a) and (b) and by each Owner under Section 4.02 shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Association, its Directors, directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.07 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Directors, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares for each Dwelling Unit, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as

Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE
The Association

5.01 **IN GENERAL**: Declarant has caused or shall cause the Association to be organized as a not for profit corporation under Indiana law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area and to the maintenance repair and replacement of the Community Area, maintenance of portions of Detached Home Lots, Duplex Home Parcels, Duplex Homes Common Area, Townhome Parcels and Townhome Common Area as provided herein.

5.02 **MEMBERSHIP**: Each Owner shall be a member of the Association. There shall be one membership per Dwelling Unit. There shall be two classes of membership. The Declarant shall be the "Class B Member" with respect to Dwelling Units which it owns from time to time. Each owner other than the Declarant shall be a "Class A Member" with respect to each Dwelling Unit the Owner owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The purchasing Owner shall give to the Community Association written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 **VOTING MEMBERS**: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit be designated by such Owner or Owners in writing to the Directors and if in the case of multiple individual Owners no designation is given, then the Directors at its or their election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 **DIRECTORS/COMMITTEES**: Prior to the Turnover Date, the Directors and each Committee shall be comprised of the Declarant, or one or more entities or persons designated by the Declarant, from time to time. After the Turnover Date, the Directors shall consist of the number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member and each Committee shall consist of the number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member who represents a Dwelling Unit improved with the type of Home the Committee was established to represent.

5.05 **VOTING RIGHTS**: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Class B Member (the Declarant) and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member who represents a Dwelling Unit owned by a Class A

member shall have one vote for each Dwelling Unit which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Dwelling Unit which it owns. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon the affirmative vote of a majority of the votes by the Voting Members (including the Declarant) represented at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: None of the Directors, directors, the Committee member or the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the Director, directors, the Committee members and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the Directors, directors and officers on behalf of the Owners or the Association or arising out of their status as Directors, directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Directors, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director, officer or Committee member.

5.07 MANAGING AGENT: The Association shall engage a professional third party property manager to manage the day to day affairs of the Association. Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Premises. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Premises and any such settlement shall be final and shall bind all of the Owners.

5.09 DISSOLUTION: To the extent permissible under applicable law, in the event of the dissolution of the Association, any Community Area owned by the Association shall be conveyed to the Owners of Dwelling Units as tenants in common.

5.10 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Directors (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of administering the affairs of the Association, paying the Community Expenses, Duplex Home Expenses and Townhome Expenses, and accumulating reserves for any such expenses.

6.02 ASSESSMENTS: Each year on or before December 1, the Directors shall adopt and furnish each Owner with a budget for the ensuing capital year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;
- (d) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount in (b) above, minus the amount determined in (c) above;
- (e) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Dwelling Units, divided by 12, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned.
- (f) The estimated Duplex Home Expenses;
- (g) The estimated amount, if any, to maintain adequate reserves for Duplex Home Expenses;
- (h) The estimated net available cash receipts from sources other than assessments;

(i) The amount of the "Duplex Home Assessment" payable by the Owners of Duplex Homes, which shall be equal to the amount determined in (f) above plus the amount determined in (g) above, minus the amount determined in (h) above;

(j) That portion of the Duplex Home Assessment which shall be payable by each Owner of a Duplex Home until the next annual Duplex Home Assessment or revised Duplex Home Assessment becomes effective, which monthly amount shall be equal to the Duplex Home Assessment divided by the number of Duplex Homes, divided by 12, so that each Owner of a Duplex Home shall pay equal Duplex Home Assessments for each Duplex Home owned;

(k) The estimated Townhome Expenses;

(l) The estimated amount, if any, to maintain adequate reserves for Townhome Expenses;

(m) The estimated net available cash receipts from sources other than assessments;

(n) The amount of the "Townhome Assessment" payable by the Owners of Townhomes, which shall be equal to the amount determined in (k) above, plus the amount determined in (l) above, minus the amount determined in (m) above; and

(o) That portion of the Townhome Assessment which shall be payable by the Owner of each Townhome until the next annual Townhome Assessment or revised Townhome Assessment becomes effective, which monthly amount shall be equal to the Townhome Assessment divided by the number of Townhomes, divided by 12, so that each Owner shall pay equal Townhome Assessments for each Townhome owned.

The Duplex Home Committee shall prepare and approve that portion of the budget provided for in (f), (g), (h), (i) and (j) above and the Townhome Committee shall prepare and approve that portion of the budget provided for in (k), (l), (m), (n) and (o) above.

6.03 PAYMENT OF ASSESSMENT:

(a) Owner Obligation. On or before the 1st day of January of the ensuing calendar year, and on the first day of each month thereafter until the effective date of the next annual or revised Community Assessment, Duplex Home Assessment or Townhome Assessment, each Owner of a Dwelling Unit which is subject to assessment shall pay to the Association, or as the Directors may direct, that portion of the Community Assessment, Duplex Home Assessment, if any, or Townhome Assessment, if any, which is payable by each Owner of a Dwelling Unit under Section 6.02. For purposes hereof, a Dwelling Unit shall be "Subject to Assessment" only from and after a temporary, conditional or permanent certificate of occupancy has been issued by the Municipality with respect to the Dwelling Unit.

(b) Declarant Obligation. Prior to the Turnover Date, Declarant may annually elect to (i)

pay one or more of the Community Assessments, Duplex Home Assessments and/or Townhome Assessments (each an "Assessment Category") on unsold Dwelling Units which it owns and which are not otherwise Subject to Assessment or (ii) pay the Shortage for such fiscal year with respect to one or more of such Assessment Categories. For purposes hereof, the "Shortage" for a given Assessment Category with respect to a given fiscal year shall be the difference between:

(i) the amount of Community Assessments, Duplex Home Assessments or Townhome Assessments for the given Assessment Category payable by Owners of Dwelling Units Subject to Assessment plus the amount of Initial Working Capital Contributions made by Owners under Section 6.07 below with respect to the Assessment Category; and

(ii) the amount of all actual Community Expenses, Duplex Expenses or Townhome Expenses incurred by the Association during the fiscal year with respect to the Assessment Category, including any reserve contributions for such year, but excluding all non-cash expenses such as depreciation or amortization, all expenditures and reserve contributions for making additional capital improvements or purchasing additional capital assets, and all expenditures made from reserve funds.

Calculation of the Shortage shall be performed on a cash basis of accounting. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. If the Declarant elects, or is deemed to elect, to pay the Shortage for a particular Assessment with respect to a fiscal year and there is no Shortage for such fiscal year, then the Declarant shall not be obligated to any amounts to the Association under this Section with respect to such fiscal year for such Assessment.

6.04 REVISED ASSESSMENT: If the Community Assessment, Duplex Home Assessment or Townhome Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Directors (or in the case of the Duplex Home Assessment or the Townhome Assessment, the Duplex Home Committee or the Townhome Committee, respectively) may increase or decrease the assessments payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Directors may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses, Duplex Home Expenses and Townhome Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares; except, that (a) a special assessment with respect to a Duplex Home or to cover a deficit under the prior year's budget for Duplex Home Expenses shall be levied only against the Owners of Duplex Homes and only by action of the Directors in consultation with the Duplex Home Committee, and (b) a special assessment with respect to Townhomes or Townhome Common

Area or to cover a deficit under the prior year's budget for Townhome Expenses shall be levied only against the Owners of Townhomes and only by action of the Directors in consultation with the Townhome Committee. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Dwelling Units against which the proposed special assessment shall be levied may vote on the question. The Directors shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Directors. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain a special reserve account (the "Capital Reserve") to be used solely for making capital expenditures in connection with the repair and replacement of the following "Reserve Items": (i) Improvements located on the Community Area, including without limitation the private roads (if any) located on the Community Area; (ii) driveways and walkways located on the Duplex Home Lots; (iii) Duplex Home Exteriors; (iv) driveways, walkways and other improvements located on the Townhome Common Area; (v) Townhome Exteriors; and (vi) Private Water and Sewer Extensions. The Directors shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Reserve Items and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Reserve Items and the purchase of other property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment, Duplex Home Assessment or Townhome Assessment provided for in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Reserve Items shall be held by the Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Directors prior to the Turnover Date shall include reserve buildups which the Directors deem to be appropriate based on information available to the Directors. Directors elected by the Owners after the Turnover Date may use different approaches from those used the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Reserve Items. If the Directors chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Directors does provide for in the budget does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Directors nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Directors shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, Duplex Homes Assessments, Townhome Assessments, separate assessments or special assessment.

6.07 INITIAL WORKING CAPITAL CONTRIBUTION:

(a) Upon the closing of the first sale of a Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make "Initial Working Capital Contribution" to the Association in the amount of two times the monthly Community Assessment. In addition, each purchasing Owner of a Duplex Home shall make an Initial Working Capital Contribution to the Association in the amount of two times the monthly Duplex Home Assessment, and each purchasing Owner of a Townhome shall make an Initial Working Capital Contribution to the Association in the amount of two times the monthly Townhome Assessment.

(b) The Initial Working Capital Contribution for each Assessment Category shall be held and used by the Association for working capital needs relative to the applicable Assessment Category.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Dwelling Unit, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Directors may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for

Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Duplex Home Assessment, Townhome Assessment, Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY DIRECTORS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Directors, where such violation or breach may be cured or abated by affirmative action, then the Directors, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE DIRECTORS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder, the Directors may levy a fine or the Directors may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Dwelling Unit to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Directors in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

ARTICLE EIGHT
Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Premises, except as permitted by the Directors or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Premises. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish and refuse shall be deposited in such areas and in such receptacles as shall be designated from time to time by the Directors or the Municipality.

8.03 SATELLITE DISHES/ANTENNAE: Subject to applicable federal, state or local laws, ordinances or regulations, no television antenna, radio receiver or transmitter, satellite dish or other similar device shall be attached to or installed on any portion of any Premises without the approval of the Directors; provided, that a satellite dish of less than twenty-four (24) inches in diameter may be installed in the rear or side yard of a Home or on the roof of a Home as long as it is not visible from the front of the Home. Without limiting the foregoing, the provisions of this paragraph shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.04 RESIDENTIAL USE ONLY: Each Dwelling Unit shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom. Notwithstanding the foregoing, to the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

8.05 PARKING: Unless otherwise specifically permitted by the Directors or pursuant to rules and regulations adopted by the Directors from time to time, no inoperable vehicle, no commercial vehicle, recreational vehicle, snow mobile, motorcycle or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of the Premises other than in a garage with the garage door closed.

8.06 PETS: No animal of any kind shall be raised, bred or kept in the Community Area, Duplex Home Common Area or the Townhome Common Area. The Directors may from time to time adopt rules and regulations governing (a) the keeping of pets in a Home, which may include prohibiting certain species of pets from being kept in a Home, and (b) the use of the Community Area, Duplex Home Common Area and the Townhome Common Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days written notice from the Directors to the Owner of the Home containing such pet and the decision of the Directors shall be final.

8.07 NO NUISANCE: No noxious, offensive or illegal activity shall be carried on in the

Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.08 RULES AND REGULATIONS: The use, occupancy and enjoyment of the Community Area, Duplex Home Common Area, Townhome Common Area and Dwelling Units shall at all times be subject to reasonable rules and regulations adopted from time to time by the Directors in consultation with (i) the Duplex Home Committee with respect to the Duplex Home Common Area and (ii) the Townhome Committee with respect to the Townhome Common Area.

8.09 FENCING: No fencing shall be permitted on the Premises other than (a) underground, invisible dog fencing and privacy fencing between adjoining Duplex Homes and Townhomes approved by the Directors and Declarant pursuant to Sections 3.08 (as applicable) and 3.09 (as applicable) and Section 9.08, (b) board on board fencing and vinyl fencing on Detached Home Lots approved by the Directors and Declarant pursuant to Sections 3.07 and 9.08 and (c) fencing installed by the Declarant. Notwithstanding the foregoing, board on board fences for Detached Home Lots must be made of wood cedar with natural/clear stain and shall not exceed 6 feet in height from finished grade, and vinyl fencing shall not exceed 6 feet in height from finished grade. Any fence approval by the Directors and Declarant hereunder does not guarantee that the style, size or placement of a fence meets the requirements of the Municipality. Further, the location of fencing on a corner Detached Home Lot shall be determined by the Directors in their sole discretion on a case by case basis.

8.10 SHEDS, SWIMMING POOLS: No sheds (or other accessory buildings) shall be permitted on any Duplex Home Lot or Townhome Lot. Sheds may be permitted on Detached Home Lots provided that (a) appearance and color shall be compatible with that of the subject Home, inclusive of matching shingle color and style, (b) no metal, vinyl, resin, poly, plastic or pre-assembled sheds shall be permitted, (c) the shed shall not be visible from the street adjacent to the front of the subject Home, (d) the shed floor area shall not exceed 8 by 10 square feet, (e) the shed shall be constructed on concrete slab or concrete footings, and (f) the maximum height of the shed at roof peak shall not exceed 10.5 feet. No above-ground swimming pools shall be permitted on Detached Home Lots 121 through 156, both inclusive, as described on Exhibit B hereto.

8.11 WATERING: The Directors may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Community Area and, in consultation with (i) the Duplex Home Committee with respect to the Duplex Home Common Area and (ii) the Townhome Committee with respect to the Townhome Common Area. Without limiting the foregoing, the Directors may require the Owner of a particular Dwelling Unit to be responsible for watering specific portions of the Premises as designated from time to time by the Directors.

8.12 ANTI-MONOTONY STANDARDS AND RESTRICTIONS: The Development shall be subject to, and the Declarant, Directors and Owners shall at all times comply with, the following anti-monotony standards and restrictions that shall apply only to Detached Homes: No Home (a "Subject Home") shall have (i) the same Elevation as a Home within two Homes on the same side of the street of the Subject Home, or (ii) the same Color Package as a Home within two Homes on the same side of the street of the Subject Home, or (iii) the same Elevation as a Home located most directly across the street from the Subject Home, or (iv) the same Color Package as a Home located most directly across the street from the Subject Home (provided that

like Elevations and/or like Color Packages can be erected across the street from the Subject Home as long as the subject lot boundaries do not overlap by more than 25%). For purposes hereof (a) "Elevation" shall mean the architectural design of the front view of the Home, and (b) "Color Package" shall mean the color of the siding and brick of the front of the Home, without regard to the elevation of the Home.

8.13 ADDITIONS TO HOMES: Other than rear decks and patios which are approved by the Directors with respect to Detached Home Lots pursuant to Section 3.07 above, no construction or other additions shall be permitted to any Home on the Premises.

8.14 CONSTRUCTION AND LANDSCAPING REQUIREMENTS. Each Home constructed on the Premises shall comply with the requirements set forth in Exhibit D attached hereto, all of which are deemed material terms and provisions of this Declaration.

8.15 MOTORIZED VEHICLES AND DEVICES: No motorized vehicles or motorized devices of any type, except approved motorized vehicles for handicapped Residents, shall be permitted upon the trails or Community Area without the express approval of the Directors.

8.16 SEASONAL ORNAMENTATION: All exterior seasonal ornamentation and/or decorations shall be removed within thirty (30) days following the date of the recognized holiday or occasion.

ARTICLE NINE

Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights reserved to the Declarant in this Article shall terminate and be of no further force and effect five (5) years after such time as the Declarant is no longer vested with or in control of title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its or their sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model homes (including model homes which are sold by and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, Duplex Home Common Area and Townhome Common Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any home

owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or to the Community Area, Duplex Home Common Area and/or Townhome Common Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store dirt, construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the Municipality or to any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area, the Duplex Home Common Area and the Townhome Common Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the Directors and all Committees shall be comprised of one more persons designated by the Declarant, from time to time, who need not be Owners or Voting Members. The rights and powers of the Declarant to designate the Directors and members of the Committees shall terminate on the first to occur of (i) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, (ii) 10 years from the date of Recording hereof, or (iii) such other date as prescribed by statute. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Directors and Committees shall be constituted and elected or appointed as provided in the By-Laws. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.08 DESIGN AND MAINTENANCE CONTROLS:

(a) The Declarant shall have the right and power from time to time to adopt reasonable rules, regulations, guidelines, and standards governing the design and exterior finish (including color) of all improvements or landscaping from time to time constructed, installed or proposed to be constructed, installed or modified on the Premises. Without limiting the foregoing, no earthmoving, filling, dredging, grading, excavating, installation of landscaping, alteration of landscaping, construction of a building, driveway, walkway, signs or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Premises or any modification, alteration, renovation, addition or removal of any of the foregoing, including change of exterior color ("Regulated Work") shall be commenced or maintained with respect to any portion of the Premises without the prior written consent of the Declarant to the plans therefor, which consent may be granted or withheld in Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Premises to its condition prior to the commencement of the work. Declarant's decision to approve or disapprove Regulated Work in one instance shall not in any way create or establish a precedent for how the Declarant must respond to a request for Regulated Work subsequently made, it being understood that circumstances, situations and standards may change and the Declarant reserves the right and power to grant or deny requests as Declarant believes are appropriate in Declarant's sole and absolute discretion.

(b) The Declarant shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of portions of the Premises, including without limitation, improvements thereto, signs, advertising and landscaping thereon. Without limiting the foregoing, those portions of the Premises on which construction of improvements has not yet commenced shall at all times be maintained in a neat and clean condition and all weeds shall be periodically cut. If in the sole judgment of the Declarant a portion of the Premises is not being maintained in good condition and repair or the appearance of any such portion of the Premises is not of the character and quality of that of other portions of the Premises or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, Declarant shall have the right to enter upon any such portion of the Premises and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner or party responsible for maintenance of such portion of the Premises if different from the Owner, and shall be payable to the Declarant upon demand. In the event that the party charged for such work fails to make prompt payment of any such amount within thirty (30) days after demand, such amount shall become and continue to be a lien upon the portion of the Premises owned by such party until such time as payment is made in full; provided, that any such lien shall be subordinate to the lien of any First Mortgage on a Dwelling Unit Recorded prior to the date on which any such amount becomes a lien against a Dwelling Unit as provided above.

(c) Any one or more of the rights and powers of the Declarant under this Section may be delegated to one or more individuals or entities designated from time to time by the Declarant.

(d) Subject as hereinafter provided, from time to time, the Declarant may enter into an agreement ("Transfer Agreement") with the Association whereby the Declarant assigns and transfers to the Association some or all of its rights and powers under Subsections (a) and (b). Any Transfer Agreement shall be executed by both the Declarant and the Association and shall be recorded; provided, that the execution of the Transfer Agreement by the Association shall be approved in advance by action of the Voting Members at an annual meeting or special meeting of the Voting Members. A Transfer Agreement may include such terms as are agreed upon between the Declarant and the Association. From and after the recording of a Transfer Agreement, the rights and powers of the Declarant under Subsections (a) and (b) which are transferred to the Association pursuant to the Transfer Agreement shall be administered as provided in the Transfer Agreement. Any rights and powers of the Declarant under Subsections (a) and (b) which are not transferred to the Association pursuant to a Transfer Agreement shall expire and terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan and (ii) the Declarant no longer holds or controls title to any portion of the Development Area.

ARTICLE TEN Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to designate a Designated Builder, (vii) to reflect a change in the Declarant's Development Plan, and/or (viii) to amend Section 6.07 to increase or decrease the amounts payable upon the first closing of each Dwelling Unit. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declaration to record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of

the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 11.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) subject to applicable statutes, Article Nine, and any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, (iii) Sections 7.09, 8.11 and any provision relating to the rights of the Municipality may be amended only with the written consent of the Municipality, (iv) any provision which affects the rights of a Designated Builder may be amended only with the written consent of the Designated Builder. No amendment which removes Premises from the provisions of this Community Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment which affects the rights of the Municipality shall be effective unless the Municipality has given its prior written consent thereto. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;
- (c) Copies of notices of meetings of the Owners;
- (d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
- (e) Notice of any substantial damage to any part of the Community Area, Duplex Home Common Area, Townhome Common Area or the Home on the Dwelling Unit subject to the First Mortgagee's mortgage;
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area, Duplex Home Common Area, Townhome Common Area or the Dwelling Unit subject to the First Mortgagee's mortgage;
- (g) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Declaration, the By-Laws or the rules and

regulations of the Association which is not cured within thirty (30) days of the date of the default;

(h) The right to examine the books and records of the Association at any reasonable times;

(i) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Dwelling Units (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(1) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, Article Twelve or any other provision of this Declaration or by By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Dwelling Unit; or

(2) The withdrawal of the Premises from the provisions of this Declaration.

However, in no event shall the consent of Eligible First Mortgagees be required with respect to any action taken by Declarant pursuant to Article Twelve.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within thirty (30) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to

priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any portion of any Added Premises which is made part of the Duplex Home Common Area shall be referred to as "Added Duplex Home Common Area"; any portion of any Added Premises which is made part of the Townhome Common Area shall be referred to as "Added Townhome Common Area"; and any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Duplex Home Common Area, Added Townhome Common Area and Added Dwelling Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area, Added Duplex Home Common Area, Added Townhome Common Area or the Added Dwelling Units, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Duplex Home Assessment (if the Dwelling Unit is a Duplex Home) or Townhome Assessment (if the Dwelling Unit is a Townhome) and Community Assessment pursuant to Section 6.02, as applicable, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

ARTICLE THIRTEEN Party Walls

13.01 PARTY WALL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Duplex Homes and Townhomes (each an "Attached Home") shall constitute and be a "Party Wall", and the Owner of an Attached Home immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

13.02 RIGHTS IN PARTY WALL: Each Owner of an Attached Home, which includes a portion of a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

13.03 DAMAGE TO PARTY WALL:

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of an Attached Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests,

invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Attached Home.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of an Attached Home which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Attached Homes to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of an Attached Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Directors may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Attached Home.

13.04 CHANGE IN PARTY WALL: Any Owner of an Attached Home who proposes to modify, rebuild, repair or make additions to any structure upon his Attached Home in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Attached Home and the Directors, in addition to meeting any other requirements which may apply. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant concerning the structural integrity of the Party Wall or of either the Attached Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to an adjacent Attached Home or improvements thereto.

13.05 ARBITRATION: In the event of a disagreement between Owners of Attached Homes adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Directors and the decision of the Directors shall be final and binding.

ARTICLE FOURTEEN Miscellaneous

14.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

14.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

14.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

14.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is held by a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

14.06 DESIGNATED BUILDERS:

(a) The Declarant shall have the right and power to designate, in a Supplemental Declaration, a "Designated Builder" and to grant to the Designated Builder some or all of the rights of the Declarant hereunder, including, without limitation, one or more of the following rights:

(i) The right to construct homes and to temporarily store construction equipment and materials on the Development Area;

(ii) The right to construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Designated Builder may deem advisable and to use such model units (including model units which are sold by and leased back to the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Designated Builder or any its affiliates, without the payment of any fee or charge whatsoever to the Association.

(iii) The right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge.

(iv) The right and power to lease any Homes owned by it to any person or entity which it deems appropriate in its sole discretion.

(v) The right not to pay assessments under Section 6.02 hereof with respect to Dwelling Units owned by the Designated Builder during the period prior to the Turnover Date;

(vi) The right not to pay the initial capital contribution provided in Section 6.07 upon the closing of the sale of a Dwelling Unit by Declarant to the Designated Builder; provided, however, that, in such case, the amounts payable under Section 6.07 shall be paid upon the closing of the Dwelling Unit by the Designated Builder to a third party purchaser; and

(vii) The right to be treated as the Declarant under Section 14.07 hereof with respect to the waiver of implied warranty of habitability provided for therein.

(b) Any rights granted by the Declarant to a Designated Builder pursuant to this Section may be subject to such restrictions and limitations as the Declarant deems appropriate. Unless otherwise limited by the Declarant, any rights granted by the Declarant to a Designated Builder pursuant to this Section shall continue until such time as the Designated Builder is no longer vested with, or controls title to, any portion of the Development Area, regardless of whether the rights of the Declarant hereunder have terminated or expired.

[Signature page follows]

**EXHIBIT A TO
DECLARATION FOR CRESSMOOR ESTATES**

The Development Area

Parcel 1:

CRESSMOOR ESTATES - PHASE 1 A PLANNED UNIT DEVELOPMENT TO THE CITY OF HOBART, LAKE COUNTY, INDIANA AS PER PLAT THEREOF RECORDED JUNE 30, 2020 IN PLAT BOOK 113, PAGE 35 AND INSTRUMENT NUMBER 2020-040445, CERTIFICATE OF AMENDMENT RECORDED OCTOBER 9, 2020, 2020-72595 ALL IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA.

And

Parcel 2:

Part of the East half of Section 30, Township 36 North, Range 7 West of the Second Principal Meridian, in the City of Hobart, Lake County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Section 30; thence South 00 degrees 02 minutes 08 seconds East along the East line of said Section 30 a distance of 65.04 feet; thence North 88 degrees 03 minutes 29 seconds West, a distance of 40.02 feet to the Point of Beginning said point being on the South Right of Way line of East 37th Avenue as conveyed to the City of Hobart by Warranty Deed recorded February 10, 2000 as Document No. 2000 009652; Thence South 00 degrees 02 minutes 08 seconds East along the West Right of Way line of North Lake Park Avenue, as dedicated on the Cressmoor Estates, Phase 1, a Planned Unit Development to the City of Hobart, Lake County, Indiana as per plat thereof recorded in Plat Book 113, Page 35 in the Office of the Recorder, Lake County, Indiana, a distance of 340.20 feet; thence along the perimeter of said Cressmoor Estates, Phase 1, the following 18 calls; thence North 88 degrees 03 minutes 29 seconds West, a distance of 862.55 feet; thence South 01 degrees 56 minutes 31 seconds West, a distance of 120.00 feet; thence North 88 degrees 03 minutes 29 seconds West, a distance of 39.31 feet; thence South 01 degrees 56 minutes 31 seconds West, a distance of 200.00 feet; thence South 88 degrees 03 minutes 29 seconds East, a distance of 166.25 feet; thence South 20 degrees 09 minutes 06 seconds East, a distance of 12.92 feet; thence North 69 degrees 50 minutes 54 seconds East, a distance of 141.66 feet to a point on a non tangent curve concave to the Northeast and having a radius of 230.00 feet; thence Southeasterly along said curve, an arc length of 27.63 feet (chord bearing South 16 degrees 42 minutes 35 minutes East, chord length of 27.62 feet); thence South 20 degrees 09 minutes 06 seconds East, a distance of 44.20 feet; thence North 69 degrees 50 minutes 54 seconds East, a distance of 114.43 feet; thence South 77 degrees 50 minutes 12 seconds East, a distance of 51.87 feet; thence South 57 degrees 53 minutes 34 seconds East, a distance of 72.44 feet; thence South 20 degrees 09 minutes 06 seconds East, a distance of 185.05 feet; thence South 00 degrees 02 minutes 08 seconds East, a distance of 506.63 feet to a point on a curve concave to the West and having a radius of 267.50 feet; thence Southerly along the said curve an arc length of 36.33 feet (chord bearing South 03 degrees 51 minutes 18 seconds West, chord length of 36.30 feet); thence South

82 degrees 15 minutes 16 seconds East, a distance of 122.50 feet to a point on a non tangent curve concave to the West and having a radius of 390.00 feet; thence Southerly along said curve an arc length of 8.03 feet (chord bearing South 08 degrees 20 minutes 07 seconds West, chord length of 8.03 feet); thence South 81 degrees 04 minutes 29 seconds East, a distance of 187.04 feet to a point on the West Right of Way line of North Lake Park Avenue, as dedicated on the said Cressmoor Estates, Phase 1; thence South 00 degrees 02 minutes 08 seconds East along said West Right of Way line, a distance of 422.01 feet to a point on the North line of a parcel of land deeded to the Shirley Heinze Land Trust, Inc as per a Deed of Gift dated December 23, 2008 and recorded February 26, 2009 as document number 2009-012487 in the Office of the Recorder, Lake County, Indiana; thence South 82 degrees 41 minutes 02 seconds West along the northerly line of said gifted parcel, a distance of 1111.60 feet to the Northwest corner of said Gifted land; thence South 07 degrees 18 minutes 58 seconds East along the Westerly line of the said gifted parcel, a distance of 130.00 feet; thence South 82 degrees 41 minutes 00 seconds West, a distance of 275.99 feet; thence North 52 degrees 29 minutes 48 seconds West, a distance of 983.64 feet to a point on a curve concave to the Southwest and having a radius of 543.95 feet; thence Northwesterly along said curve an arc length of 284.67 feet (chord bearing North 67 degrees 29 minutes 20 seconds West, chord length of 281.43 feet); thence North 90 degrees 00 minutes 00 seconds West, a distance of 36.11 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 145.00 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 40.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 117.97 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 160.00 feet; thence South 00 degrees 00 minutes 00 seconds West, a distance of 42.97 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 40.00 feet to a point on the West line of the said East Half; thence North 00 degrees 00 minutes 00 seconds East along the said West line, a distance of 104.76 feet; thence South 89 degrees 41 minutes 04 seconds East, a distance of 325.00 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 497.21 feet; thence North 39 degrees 50 minutes 26 seconds East, a distance of 254.46 feet to a point on a curve concave to the Southeast and having a radius of 85.00 feet; thence Northeasterly along the said curve, an arc length of 23.09 feet (chord bearing North 47 degrees 37 minutes 23 seconds East, chord length of 23.02 feet); thence North 34 degrees 35 minutes 38 seconds West, a distance of 9.72 feet; thence North 15 degrees 46 minutes 14 seconds East, a distance of 48.08 feet; thence South 74 degrees 13 minutes 46 seconds East, a distance of 59.05 feet; thence South 09 degrees 48 minutes 55 seconds East, a distance of 18.86 feet; thence North 80 degrees 11 minutes 05 seconds East, a distance of 177.64 feet; thence North 09 degrees 48 minutes 55 seconds West, a distance of 80.38 feet; thence North 85 degrees 14 minutes 44 seconds East, a distance of 338.93 feet; thence North 63 degrees 19 minutes 22 seconds East, a distance of 233.97 feet; thence North 01 degrees 57 minutes 00 seconds East, a distance of 222.83 feet to a point on the South Right of Way line of East 37th Avenue as conveyed to the City of Hobart by Warranty Deed recorded February 10, 2000 as Document No. 2000 009652; thence along the said South Right of Way line the following 8 calls; thence South 80 degrees 35 minutes 10 seconds East, a distance of 57.00 feet; thence South 84 degrees 48 minutes 20 seconds East, a distance of 164.34 feet; thence North 86 degrees 03 minutes 00 seconds East, a distance of 164.86 feet; thence South 81 degrees 23 minutes 48 seconds East, a distance of 165.22 feet; thence North 89 degrees 49 minutes 00 seconds East, a distance of 255.66 feet; thence South 88 degrees 03 minutes 29 seconds East, a distance of 300.00 feet; thence North 01 degrees 56 minutes 31 seconds East, a distance of 5.00 feet; thence South 88 degrees 03 minutes 29 seconds East, a distance of 202.91 feet to the Point of Beginning.

**EXHIBIT B TO
DECLARATION FOR CRESSMOOR ESTATES**

The Premises

I. Premises:

A. Lots 1, 2, 21, 22, 76 through 93, both inclusive, 99 through 111, both inclusive, 162, 163 and Outlot B, all located in Cressmoor Estates, Phase 1, a Planned Unit Development to the City of Hobart, Lake County, Indiana, recorded June 30, 2020 in Book 113, Page 35 and Instrument Number 2020-040445, Certificate of Amendment Recorded October 9, 2020-72595 all in the Office of the Recorder of Lake County, Indiana (the "Phase 1 Subdivision").

II. Dwelling Units

- A. Detached Home Lots: Lots 1, 2, 21, 22, 76 through 93, both inclusive, and 99 through 111, both inclusive, in the Phase 1 Subdivision.
- B. Duplex Home Lots: None at this time.
- C. Townhome Lots: Lots 162 and 163 in the Phase 1 Subdivision.

III. Community Area:

A. Outlot B in the Phase 1 Subdivision.

IV. Duplex Home Common Area: None at this time.

V. Townhome Common Area:

A. All portions of each Townhome Lot identified in Section II C. above which are located outside of the applicable Townhome building constructed on the Townhome Lot.

**EXHIBIT C TO
DECLARATION FOR CRESSMOOR ESTATES**

By-Laws

BY-LAWS
OF
CRESSMOOR ESTATES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
NAME OF ASSOCIATION

The full legal name of the Association is Cressmoor Estates Homeowners Association, Inc.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of the Association are to act on behalf of its Members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property, for the promotion of the health, safety and welfare and the common use and enjoyment thereof by Members of the Association. These By-Laws is subject to the provisions of the Declaration for Cressmoor Estates (“Community Declaration”) recorded with the Office of the Recorder of Deeds for Lake County, Indiana, as amended or supplemented from time to time. All terms used herein (if not otherwise defined herein) shall have the meanings set forth in the Community Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the Indiana Not For Profit Corporation Act (the “Act”), the Community Declaration and these By-Laws.

2.03 TAX STATUS. It is intended that the Association shall be treated as an association taxable as a corporation and, to the extent determined from time to time by the Board (as hereafter defined), shall elect to be treated as a “homeowners association” under Section 528 of the Internal Revenue Code, or any successor provision thereto.

ARTICLE III
OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in the State of Indiana a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Indiana as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association’s principal office shall be maintained on

the Development Area or at the office of the managing agent employed by the Association, if any.

ARTICLE IV
MEETINGS AND ACTIONS OF MEMBERS

4.01 MEMBERSHIP. The Owner from time to time of each Dwelling Unit shall automatically be a "Member" of the Association. There shall be one membership per Dwelling Unit. There shall be two (2) classes of membership. The Declarant shall be the "Class B Member" with respect to Dwelling Units which it owns from time to time. Each owner other than the Declarant shall be a "Class A Member" with respect to each Dwelling Unit the Owner Owns. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit.

4.02 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the representative designated by the Owner of each Parcel, in writing or by electronic notice to the Association, and such representative shall be deemed a "Voting Member", as defined in the Community Declaration; provided, that, prior to the First Meeting (as defined in Section 4.04 below), the voting rights shall be vested exclusively in the Class B Member (the Declarant) and Owners other than Declarant shall have no voting rights. From and after the First Meeting, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member who represents a Dwelling Unit owned by a Class A Member shall have one vote for each Dwelling Unit which the Voting Member represents, and the Declarant, as the Class B Member, shall have ten (10) votes for each Dwelling Unit which it owns. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.03 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of the Association or at such other place in Lake County, Indiana, as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Voting Members representing at least twenty percent (20%) of the total votes shall constitute a quorum; provided, however, that in the event quorum is not met for a particular meeting, the number of Voting Members required for quorum shall be reduced by fifty percent (50%) and shall continue to be reduced by fifty percent (50%) until such time as quorum is met and a meeting can be held. Unless otherwise expressly provided herein or in the Community Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting, including any matter which, under the Act, would otherwise require the unanimous consent of the Members.

4.04 ANNUAL MEETINGS: The first meeting of the Members ("First Meeting") shall be held upon not less than twenty-one (21) days' written notice given by the Declarant to the Members. If not called earlier by the Declarant, the First Meeting shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members ("Annual Meeting") on the anniversary of the First Meeting, or at such other reasonable time or date (not more than thirty (30) days before or after such date) upon not less than twenty-one (21) days written notice given by the Board to the Members.

4.05 SPECIAL MEETINGS: A special meeting of the Members may be called at any time for the purpose of considering matters which, by the terms of the Community Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. A special meeting shall be called by written notice to the Members by Declarant (prior to the First Meeting), a majority of the Board (after the First Meeting), or by twenty percent (20%) of the Voting Members (after the First Meeting), and delivered not less than twenty-one (21) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.06 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally, by U.S. Mail or by E-mail to the Members, addressed to such Member at the address given by such Member to the Board for the purpose of service of such notice or to the Parcel of the Member, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.07 NO DUTY OWED BY MEMBERS: Except as otherwise provided herein or in the Community Declaration, a Member who is not also a Director (as hereafter defined) owes no duty to the Association or to the other Members solely by reason of being a Member.

4.08 NO SERVICES DUE FROM MEMBERS: No Member shall be required to perform any services for the Association solely by reason of being a Member. No Member shall be entitled to any compensation for any services performed by such Member for the Association unless otherwise determined by the Board.

4.09 INDEMNIFICATION: The Association shall indemnify each Member for all authorized acts performed by such Member in respect of the Association, to the full extent permitted by the Act, but in no event for a Member's material breach of these By-Laws, criminal conduct, gross negligence or any fraudulent act committed by the Member.

ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL: After the First Meeting, the affairs of the Association shall be vested in the board of Directors (the "Board"), which shall consist of five (5) persons (each a "Director" and, collectively, the "Directors"), or such other number of persons as shall be fixed from time to time by the affirmative vote of not less than fifty percent (50%) of the Voting Members.

5.02 DECLARANT AS DIRECTOR: Anything herein to the contrary notwithstanding, until the First Meeting all Directors shall be appointed by, and serve at the discretion of, the Declarant.

5.03 DELIVERY OF DOCUMENTS: Within sixty (60) days of the First Meeting, the Declarant shall deliver to the Board:

(a) Original copies of the Community Declaration, these By-Laws and the Association's Articles of Organization and any other documents filed with the Secretary of State of the State of Indiana.

(b) An accounting of all receipts and expenditures made or received on behalf of the Association by the Declarant.

(c) All Association funds and bank accounts.

(d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the property to the Association.

5.04 ELECTION: At the First Meeting, the Voting Members shall elect a full Board to replace the Declarant as the Declarant appointed Directors. The three (3) candidates receiving the greatest number of votes shall each serve a two-year term and the two (2) candidates receiving the next greatest number of votes shall each serve a one- year term. Thereafter, each Director shall serve a two-year term. Each Director shall hold office until his term expires or until his successor has been elected and qualified. Directors may succeed themselves in office. In all elections for Directors, each Class A Member shall be entitled to the number of votes equal to the number of Directors to be elected, and the Class B Member shall be entitled to the number of votes equal to the number of Directors to be elected times ten (10). Cumulative voting shall not be permitted; provided that the Class B Member shall be entitled to cast up to 10 votes for each candidate that the Class B Member votes for.

5.05 BOARD MEETINGS: After the First Meeting, regular meetings of the Board shall be held at such time and place as shall be determined at the Annual Meeting or, from time to time, by a majority of the Board, provided that (i) the Board shall hold its first meeting within thirty (30) days of the First Meeting, and (ii) not less than four (4) Board meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Members of such meetings.

5.06 SPECIAL MEETINGS: After the First Meeting, a special meeting of the Board may be called by the President or at least one-third (1/3) of the Directors then serving.

5.07 WAIVER OF NOTICE: Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.08 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Community Declaration, any

action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present ("Board Action").

5.09 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Community Declaration, these By-Laws, and the Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Association Maintenance Areas for which the Association is responsible under the Community Declaration and these By-Laws;
- (d) To procure insurance as provided for under the Community Declaration;
- (e) To estimate and provide each Member with an annual budget showing the Community Expenses;
- (f) To set, give notice of, and collect from the Members, Community Assessments and other assessments, as provided in the Community Declaration;
- (g) To pay the Community Expenses;
- (h) Subject to the provisions of the Community Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Association;
- (i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Association Maintenance Areas, and for the health, comfort, safety and general welfare of the Members and Residents. Written notice of any such rules and regulations or amendments thereto shall be given to all Residents affected thereby;
- (j) To delegate the exercise of its power to committees appointed pursuant to Article Seven of these By-Laws;
- (k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof; and
- (l) To convey all or substantially all of the Association's assets to, or to merge with, another entity, including a not-for-profit corporation, to the extent permitted by law.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by not less than 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Director.

5.11 REMOVAL OR RESIGNATION OF A DIRECTOR: Prior to the First Meeting, the Declarant may not be removed as Director without the Declarant's written consent. After the First Meeting, any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Directors then serving at any Annual Meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If after the First Meeting, a Director ceases to be a Member or Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

5.12 NO EXCLUSIVE DUTY: Except as otherwise provided in these By-Laws, the Directors shall not be required to manage the Association as their sole and exclusive function and the Directors may have other business interests and engage in other activities in addition to those relating to the Association. Neither the Association nor any Member shall have any right to share or participate in such other investments or activities of the Directors or to the income or proceeds derived therefrom.

5.13 LIMITATION OF LIABILITY: The Directors shall perform the duties of the Director in good faith, in a manner which the Directors believe to be in the best interests of the Association, and with such care as an ordinarily prudent individual in a like position would use under similar circumstances. See Section 5.06 of the Community Declaration for provisions concerning limitations on the liability of Directors and other indemnification provisions.

5.14 INDEMNIFICATION: The Association shall indemnify each Director for all acts performed by the Director in respect of the Association, to the full extent permitted by the Act, but in no event for fraud, deceit, theft, misappropriation, embezzlement, willful misconduct or gross negligence relating to the Association.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate and shall hold office at the discretion of the Board. After the First Meeting, officers shall be Directors and shall be elected annually at the first Board meeting following the Annual Meeting.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause. Any officer may resign at any time by submitting his or her written resignation to the Board. If after the First Meeting, an officer ceases to be a Member or Voting Member, he or she

shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of an officer who resigns or is removed may be appointed by the Board at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and at all meetings of the Board and shall execute amendments to the Community Declaration and these By-Laws as provided in the Community Declaration and these By-Laws.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, except as expressly provided by a resolution duly adopted by not less than 75% of the Voting Members.

ARTICLE VII
DUPLEX HOME COMMITTEE

7.01 IN GENERAL: The Duplex Home Committee shall consist of three (3) individuals. The Duplex Home Committee shall have all of the powers granted to it under the Declaration and these By-Laws.

7.02 DECLARANT DESIGNATED DUPLEX HOME COMMITTEE: Anything herein to the contrary notwithstanding, until the First Meeting, the Duplex Home Committee shall consist of up to three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

7.03 DUPLEX HOME COMMITTEE AFTER TURNOVER DATE: At the First Meeting, the Voting Members who represent Duplex Home Parcels shall elect a full Duplex Home Committee in the manner hereinafter provided to replace the Declarant or the Declarant designated Duplex Home Committee established under Section 6.02. From and after the First Meeting, each member of the Duplex Home Committee shall be a Voting Member who represents a Duplex Home Parcel.

7.04 ELECTION: At each election for members of the Duplex Home Committee, each Voting Member for each Duplex Home Parcel shall be entitled to the number of votes equal to the number of members to be elected and cumulative voting shall not be permitted. At the First Meeting, a full Duplex Home Committee shall be elected, each member of which shall serve a two (2) year term. Thereafter, each member of the Duplex Home Committee shall serve a two (2) year term. Each Member of the Duplex Home Committee shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A member of the Duplex Home Committee may succeed himself in office and may simultaneously serve as a Director.

7.05 ANNUAL MEETINGS: The Duplex Home Committee shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Duplex Home Committee members at the annual meeting of the Owners.

7.06 REGULAR MEETINGS: Regular meetings of the Duplex Home Committee shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Duplex Home Committee members, provided that from and after the First Meeting, not less than two (2) such meetings shall be held during each fiscal year.

7.07 SPECIAL MEETINGS: Special meetings of the Duplex Home Committee may be called by the President or by a Duplex Home Committee member.

7.08 NOTICE OF DUPLEX HOME COMMITTEE MEETINGS: Notice of each meeting of the Duplex Home Committee shall be mailed or personally delivered to each member of the Duplex Home Committee at least forty-eight (48) hours prior to the meeting.

7.09 QUORUM: A majority of the Duplex Home Committee members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Duplex Home Committee. Except as otherwise expressly provided herein or in the Declaration,

any action may be taken upon the affirmative vote of a majority of the Duplex Home Committee members present at a meeting at which a quorum is present.

7.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Duplex Home Committee member shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Duplex Home Committee member shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as the Duplex Home Committee member.

7.11 REMOVAL OR RESIGNATION OF DUPLEX HOME COMMITTEE MEMBER: After the First Meeting, a Duplex Home Committee member may be removed from office, with or without cause, by action of the Voting Members who have the right to vote for such Duplex Home Committee members at any annual meeting or at a special meeting called for such purpose. Any Duplex Home Committee member may resign at any time by submitting his written resignation to the Board. If a Duplex Home Committee member ceases to be a Voting Member who represents a Duplex Home, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Duplex Home Committee member who resigns or is removed may be appointed by a majority of the remaining Duplex Home Committee members at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

7.12 POWERS AND DUTIES OF THE DUPLEX HOME COMMITTEE: Subject to the rights and powers reserved to the Declarant in the Declaration, the Duplex Home Committee shall have all of the powers and duties granted to it or imposed upon it by the Declaration and these By-Laws, including, without limitation, the following powers and duties:

(a) To consult with the Directors in the preparation of the that portion of the proposed annual budget for the Duplex Home Expenses, as provided for in the Declaration;

(b) To consult with the Board in providing for the maintenance, repair, alteration, addition, improvement or replacement of the Duplex Home Parcels and Duplex Home Common Area for which the Association is responsible under the Declaration and these By-Laws; and

(c) To generally consult with the Board concerning matters relating to the Duplex Homes.

ARTICLE VIII TOWNHOME COMMITTEE

8.01 IN GENERAL: The Townhome Committee shall consist of three (3) individuals. The Townhome Committee shall have all of the powers granted to it under the Declaration and these By-Laws.

8.02 DECLARANT DESIGNATED TOWNHOME COMMITTEE: Anything herein to the contrary notwithstanding, until the First Meeting, the Townhome Committee shall consist of up to three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

8.03 TOWNHOME COMMITTEE AFTER TURNOVER DATE: At the First Meeting, the Voting Members who represent Townhome Parcels shall elect a full Townhome Committee in the manner hereinafter provided to replace the Declarant or the Declarant designated Townhome Committee established under Section 6.02. From and after the First Meeting, each member of the Townhome Committee shall be a Voting Member who represents a Townhome Parcel.

8.04 ELECTION: At each election for members of the Townhome Committee, each Voting Member for each Townhome Parcel shall be entitled to the number of votes equal to the number of members to be elected and cumulative voting shall not be permitted. At the First Meeting, a full Townhome Committee shall be elected, each member of which shall serve a two (2) year term. Thereafter, each member of the Townhome Committee shall serve a two (2) year term. Each Member of the Townhome Committee shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A member of the Townhome Committee may succeed himself in office and may simultaneously serve as a Director.

8.05 ANNUAL MEETINGS: The Townhome Committee shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Townhome Committee members at the annual meeting of the Owners.

8.06 REGULAR MEETINGS: Regular meetings of the Townhome Committee shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Townhome Committee members, provided that from and after the First Meeting, not less than two (2) such meetings shall be held during each fiscal year.

8.07 SPECIAL MEETINGS: Special meetings of the Townhome Committee may be called by the President or by a Townhome Committee member.

8.08 NOTICE OF TOWNHOME COMMITTEE MEETINGS: Notice of each meeting of the Townhome Committee shall be mailed or personally delivered to each member of the Townhome Committee at least forty-eight (48) hours prior to the meeting.

8.09 QUORUM: A majority of the Townhome Committee members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Townhome Committee. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Townhome Committee members present at a meeting at which a quorum is present.

8.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Townhome Committee member shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Townhome Committee

member shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as the Townhome Committee member.

8.11 REMOVAL OR RESIGNATION OF TOWNHOME COMMITTEE MEMBER: After the First Meeting, a Townhome Committee member may be removed from office, with or without cause, by action of the Voting Members who have the right to vote for such Townhome Committee members at any annual meeting or at a special meeting called for such purpose. Any Townhome Committee member may resign at any time by submitting his written resignation to the Board. If a Townhome Committee member ceases to be a Voting Member who represents a Townhome, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Townhome Committee member who resigns or is removed may be appointed by a majority of the remaining Townhome Committee members at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

8.12 POWERS AND DUTIES OF THE TOWNHOME COMMITTEE: Subject to the rights and powers reserved to the Declarant in the Declaration, the Townhome Committee shall have all of the powers and duties granted to it or imposed upon it by the Declaration and these By-Laws, including, without limitation, the following powers and duties:

(a) To consult with the Directors in the preparation of the that portion of the proposed annual budget for the Townhome Expenses, as provided for in the Declaration;

(b) To consult with the Board in providing for the maintenance, repair, alteration, addition, improvement or replacement of the Townhome Parcels and Townhome Common Area for which the Association is responsible under the Declaration and these By-Laws; and

(c) To generally consult with the Board concerning matters relating to the Townhomes.

ARTICLE IX COMMITTEES DESIGNATED BY BOARD

9.01 BOARD COMMITTEES: The Board may, by Board Action, designate one or more committees (in addition to the Duplex Home Committee and the Townhome Committee). Each committee designated by the Board after the First Meeting shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed by law upon the Board or any individual Director.

9.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by Board Action. Except as otherwise provided in such resolution, members of each such special committee shall be Members or Voting Members and the President shall appoint the members of such special committee, as well as a Director to act as the

liaison between the special committee and the Board. Any member of such special committee may be removed by the President whenever in his or her judgment the best interests of the Association shall be served by such removal. The powers and the duties of any standing committee shall be as set from time to time by resolution of the Board. The President shall designate a Director (who shall act as the liaison between the standing committee and the Board) to serve as the chairman of each standing committee, and the other members of the standing committee (who need not be Directors) shall be appointed and removed from time to time by such chairman.

9.03 TERM: Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.04 CHAIRPERSON: Except as otherwise provided in Section 7.02, one member of each committee shall be appointed chairperson.

9.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

9.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.07 RULES: Each committee may adopt rules for its own governance not inconsistent with the Community Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

10.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall

be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

10.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE XI FISCAL MANAGEMENT

11.01 FISCAL YEAR: The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

11.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year, the Board shall furnish each Member with a statement of the income and disbursements of the Association for such fiscal year.

11.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from a Member, the Board shall provide the Member with a statement containing the following information:

- (a) The status of the Member's account and the amount of any unpaid assessments or other charges due and owing from the Member; and
- (b) The status and amount of any and all Capital Reserves.

11.04 ASSESSMENT PROCEDURE: Community Assessments and special assessments shall be made and collected as provided in the Community Declaration.

ARTICLE XII TRANSFER OF MEMBERSHIP

12.01 MEMBERSHIP: The Owner of each Parcel shall automatically be a Member of the Association. There shall be one membership per Parcel. Membership shall be appurtenant to and may not be separated from ownership of a Parcel. Ownership of a Parcel shall be the sole qualification for membership. The Association shall be given written notice of a proposed change of ownership of a Parcel within ten (10) days prior to such change. Any attempt to transfer membership in the Association separate from ownership of a Parcel shall be invalid, null and void, and of no force and effect.

12.02 NO VOLUNTARY DISSOCIATION: Except as otherwise provided by Section 10.01 above, a Member shall not be permitted to voluntarily dissociate from the Association.

ARTICLE XIII BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall

also keep minutes of the proceedings of its Members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record including the following: (i) the names and last known address of the Members, setting forth the date on which each became a Member; (ii) a copy of the Articles of Organization of the Association, as amended or restated, together with executed copies of any powers of attorney pursuant to which any articles, applications, or certificates have been executed; (iii) copies of the Association's financial statements and federal, state, and local income tax returns and reports for the three (3) most recent years, where applicable; and (4) copies of the By-Laws and any amendments thereto. All books and records of the Association may be inspected and copied by any Member, or his or her mortgagee, agent or attorney, at any reasonable time. The Member shall reimburse the Association for all costs and expenses incurred by the Association in connection with that Member's inspection and copying of such records.

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.01 GOVERNING LAW. These By-Laws shall be interpreted in accordance with the internal laws of the State of Indiana, without regard to its rules governing conflict of laws.

14.02 VALIDITY. The provisions of these By-Laws are intended to be interpreted and construed in a manner which renders them valid and enforceable. In the event that any provision of these By-Laws is found to be invalid or unenforceable, such provision shall be deemed excised from these By-Laws without affecting the validity or enforceability of any of the remaining provisions hereof.

14.03 JURISDICTION AND VENUE. All disputes arising under or in connection with these By-Laws shall be resolved and disposed of by the federal and state courts located in the County where the Community Declaration is recorded, and the Association, Directors, and Members irrevocably consent to the exclusive personal jurisdiction of such courts and venue therein.

ARTICLE XV AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time, by the affirmative vote of two-thirds of the Directors then serving provided, that (a) no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Community Declaration or the Act, and (b) no provision of these By-Laws which affects the rights of the Class B Member may be amended or modified without the written consent of the Class B Member.

**EXHIBIT D TO
DECLARATION FOR CRESSMOOR ESTATES**

Construction and Landscaping Requirements and Disclosures

A.

Lot Type	Minimum Square Footage	Height Limitation*
Detached Home Lot	One Story –1498 Square Feet Two Story – 1800 Square Feet	Two Stories or 35 feet, whichever is less
Duplex Lot	1450 Square Feet	Two Stories or 35 feet, whichever is less
Townhome Lot	1,300 Square Feet	Two Stories or 35 feet, whichever is less

- B. Front elevations of all Homes (inclusive of all openings) shall contain at least twenty percent (20%) brick, stone or stucco. All other siding materials shall consist of brick, stone, cedar planking, vinyl siding or stucco, or any combination thereof.
- C. The setbacks to the front of Homes shall staggered, when allowable, to create variation on straighter, longer thoroughfares, provided that no setback shall exceed ten (10) feet from the required front yard setback from the right of way;
- D. All Homes to be constructed shall not exceed (i) a building coverage (measured as a ratio of the footprint of the Home to the lot) of 50%, and (ii) a Lot Coverage (as defined in the Municipality’s Municipal Code) of 65%.
- E. At least three (3) different colors shall be utilized on the front of units to promote variation.
- F. Intentionally Omitted.
- G. A minimum of one (1) light shall be installed on the garage and one (1) light adjacent to the front door of the Home.
- H. All windows will be wrapped or shuttered.
- I. The Homes to be constructed shall be consistent with this Exhibit D and shall have elevations that are substantially similar to those attached as Exhibit E hereto, as determined by Declarant and the City Planner. If Declarant and said City Planner disagree as to what constitutes substantially similar elevations, then the Plan Commission for the Municipality shall be consulted and the determination of the Plan Commission shall be deemed final.

*measured from top of foundation grade to roof peak

- J. Notwithstanding anything in Section A above to the contrary the following height limitations shall apply to the following lots (as described on Exhibit B hereto) due to FAA rules and regulations:

Lots 87 through 98, both inclusive	- 35 feet
Lots 99 and 100	- 30 feet
Lots 157, 158, 159 and 160	- 30 feet
Lot 164	- 35 feet
Lot 188	- 35 feet
Lots 210 through 222, both inclusive	- 35 feet
Lots 223 and 224	- 25 feet
Lots 225 and 226	- 20 feet
Lot 227	- 25 feet
Lots 228, 229, 230 and 231	- 30 feet
Lots 232, 233 and 234	- 35 feet

- K. The roofing materials for Duplex Homes and Townhomes shall be at least 25-year grade shingles or comparable fire-retardant cedar shake, clay, tile or decorative concrete roof tile. The roofing materials for Detached Homes shall be at least 30-year architectural grade shingles or comparable fire-retardant cedar shake, clay, tile or decorative roof tile.
- L. At least two trees shall be installed along the front yard border approximately five feet behind the sidewalk. Such trees shall have a minimum caliper of 2 inches measured 6 inches from the ball and be of a species type approved by the Municipality. The front and side yard of each Detached Home Lot, Duplex Parcel and Townhome Parcel shall be landscaped other than such portions thereof which underlie Dwelling Units or other improvements thereto. Landscaping shall occur as weather conditions permit, within a time frame equal to the lesser of six (6) months of completion of construction or ninety (90) days from occupancy. Sod shall be installed on all front and side yards. In addition to the foregoing, landscaping to be installed shall conform to the number and type of plantings identified on the landscape plans attached as Exhibit F hereto, provided that (i) the location of said landscaping shall substantially conform to the locations depicted or identified on Exhibit F, and (ii) the plant material identified on Exhibit F may be replaced or substituted with plant materials from the Recommended Tree and Plant Species list specified in Section 154.423 of the Municipal Code. The area between driveways serving Townhomes, as depicted on Exhibit F, shall remain planted with grass at all times and may not be replaced with stone, concrete or asphalt.
- M. Access drives and other paved areas for vehicular use on a Detached Home Lot, Duplex Parcel or Townhome Parcel (excepting roads and alleys) shall have a base of compacted gravel or crushed stone and shall have a wearing surface of all concrete, asphalt or paving stone, provided that in all instances the wearing surface of the driveway apron located between the street and the driveway shall consist of all concrete.
- N. Environmental Considerations. In designing the subdivision, Declarant has collaborated with the Municipality to implement many principles considered to be Environmentally Friendly and Smart Growth Principals. This approach is designed to provide an

attractive, convenient, safe, and healthy neighborhood. It promotes protection of the environment while stimulating economic growth. Most of all, it can create more choices for residents, workers, visitors, children, families, single people, and older adults – choices in where to live, how to get around, and how to interact with the people around them. This approach preserves the best of the past while creating a bright future for generations to come. A partial list of some considerations included in the design of the subdivision are as follows:

- a. Employment of a mixed-use site design;
- b. Provision of a central open space surrounded by an envelope of housing;
- c. Design as walkable communities;
- d. Moderate building footprints;
- e. Minimized off-street surface parking;
- f. Enhanced privacy for residents by designing amenity views to most housing;
- g. Creation of a range of housing opportunities and choices;
- h. Preserve of mature trees and amenities;
- i. Concentration of critical services adjacent to residences;
- j. Beautification and maintenance of existing amenities;
- k. Provide ADA access to sidewalks, streets, parks, etc.
- l. Connect walkways, parking lots, greenways and developments;
- m. Stimulate pedestrian activity;
- n. Enact clear design guidelines to promote a sense of place;
- o. Implement low impact development stormwater management techniques around commercial parking;
- p. Protect adjacent high-value Cressmoor Prairie by providing a buffer zone;
- q. Comply with Rule 5 erosion guidelines.

Duty to Preserve Environmental Integrity. The Association shall have the duty and responsibility to continue, maintain, and enforce the environmentally friendly principles and structures provided by the Declarant.

Cressmoor Prairie. Bordering the Premises to the south is the Cressmoor Prairie State Nature Preserve (the “Preserve”), a rare tallgrass prairie remnant, is owned and managed by Shirley Heinze Land Trust, Inc., a non-profit organization that has protected more than 1,000 acres of land that provide precious habitat for plants and animals in Northwest Indiana. The Preserve is protected under Indiana code 14-31 as habitat for native plants and wildlife. Management of the Preserve is overseen by the Indiana Department of Natural Resources. The Preserve is a rare example of the landscape that greeted early European settlers to this area. The rich variety of grasses and wildflowers found here is the result of periodic fires which used to burn throughout the Midwest. Now, in order to maintain that rich variety, land managers must use fire as a tool to control weeds and reduce the dense litter of dead vegetation that results from each year’s growth in this productive natural community.

Controlled Burns. Controlled burns are a necessary management tool that will be conducted at the Preserve. Burns are typically conducted in late fall or early spring. The burns are done with the permission of the Indiana Department of Environmental Management, the support of the Indiana Department of Natural Resources and after notification to the Municipality’s police and

fire officials. Fires are conducted with the safety of the public in mind and only when weather conditions meet strict requirements.

Landscaping Restrictions. As a conscientious neighbor and to further Declarant's desires to positively contribute environmentally to the community, each Owner shall:

1. Not walk and/or allow pets to travel off existing trails within the Preserve, understanding that this may be detrimental to native species located on the Preserve.
2. Not dump yard waste or trash or debris on the Preserve. This would have a negative impact on the ecology of the Preserve, as well as the neighborhood's appearance, which may have an adverse impact on the value of each Owner's Home.
3. Not plant invasive species that would be detrimental to the management of the Preserve, which includes the following species:

Autumn olive.....	<i>(Elaeagnus umbellate)</i>
Russian olive.....	<i>(Elaeagnus angustifolia)</i>
Bradford (or Callery) pear.....	<i>(Pyrus calleryana)</i>
Silvergrass.....	<i>(Miscanthus spp.)</i>
Purple loosestrife.....	<i>(Lythrum salicaria)</i>
Asian bush honeysuckles.....	<i>(Lonicera macckii, L. tatarica, L. morrowii, and L. X bella)</i>
Japanese bamboo (or Japanese knotweed).....	<i>(Polygonum cuspidatum)</i>

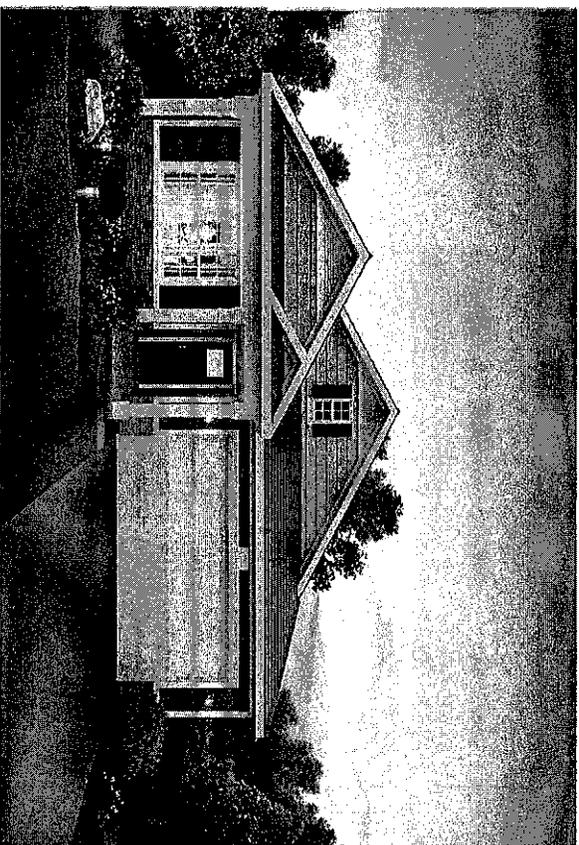
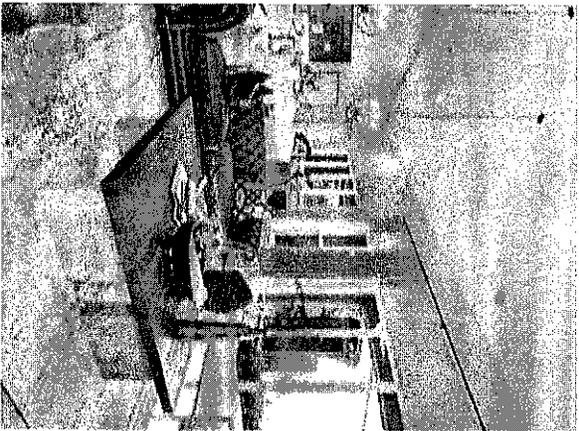
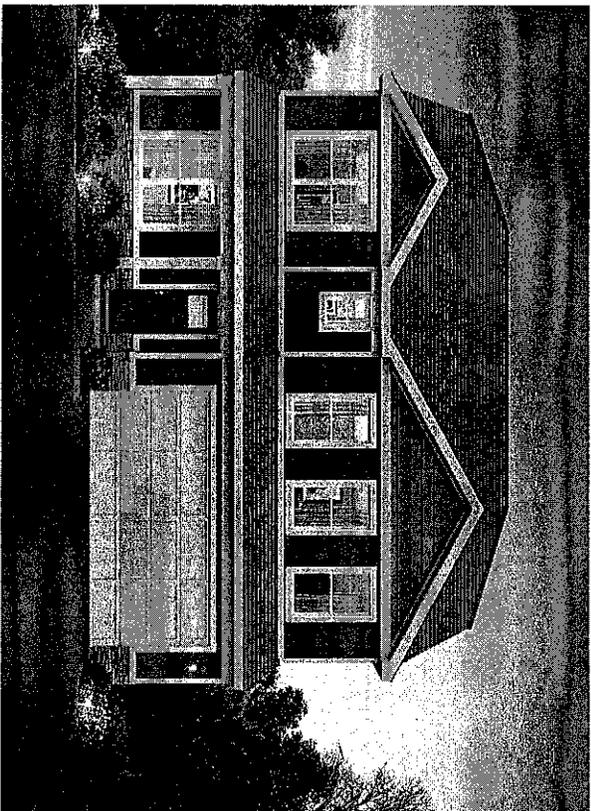
and any other plant considered invasive by the Indiana Department of Natural Resources. Further, Owners of Detached Homes shall not plant the following species in addition to those listed above:

Daylilies Lilly of the Valley Periwinkle English Ivy

4. Discharge any water from sump pumps, from the rear of Detached Homes into rear yard storm drains to be carried away from the Preserve.
5. Cause the Association to erect a common fence along the northern boundary of the Preserve and maintain said fence in good repair. No Owner shall modify said fence without the prior written consent of the Association;
6. Not encroach onto property owned by Shirley Heinze Land Trust, Inc. by mowing, planting grass or shrubs, building structures, erecting a fence, dumping yard waste and/or any other action that would change the existing landscape of the Preserve.

**EXHIBIT E TO
DECLARATION FOR CRESSMOOR ESTATES**

Home Elevations



D·R·HORTON®

America's Builder

Cressmoor Estates

Proposed Architecture

Summary of Proposed Single Family Home Plans

Single Family Homes			
Plan Name	Living Square Footage	Bedrooms	Bathrooms
Arlington	1,664	2.0	2.0
Bristol	1,748	2.0	2.0
Clifton	1,865	3.0	2.0
Harmony	1,498	2.0	3.0
Chatham	1,771	4.0	2.0
Sienna	1,818	3.0 + loft	2.5
Meridian	1,847	4.0	2.5
Sloan	1,953	4.0	2.5
Fairfield	1,970	4.0	2.5
Bellamy	2,051	4.0	2.5
Pendleton	2,155	3.0 + loft	2.5
Holcombe	2,356	4.0	2.5
Bridgestone	2,530	4.0 + loft	2.5
Henley	2,600	4.0 + loft	2.5
Coventry	2,836	4.0 + loft	2.5
Fairfield	1,970	4.0	2.0
Meadow	2,251	3.0	2.5

** All front elevation brick/stone/stucco and lighting requirements will comply with the approved PUD for Cressmoor Estates, as amended. Brick, stone and color packages may change for individual elevations (for example, brick shown on a rendering may be changed to stone).

*** Square footages are best estimates and may vary slightly.

Summary of Proposed Duplex and Townhome Plans

Paired Homes			
Plan Name	Living Square Footage	Bedrooms	Bathrooms
Clara	1,460	2.0	2.0
Shannon	1,551	2.0	2.0

Townhomes			
Plan Name	Living Square Footage	Bedrooms	Bathrooms
Bradwell	1,359	2.0 + Loft	2.5
Stirling	1,571	2.0 + Loft	2.5
Channing	1,790	3.0	2.5

** All front elevation brick/stone/stucco and lighting requirements will comply with the approved PUD for Cressmoor Estates, as amended. Brick, stone and color packages may change for individual elevations (for example, brick shown on a rendering may be changed to stone).

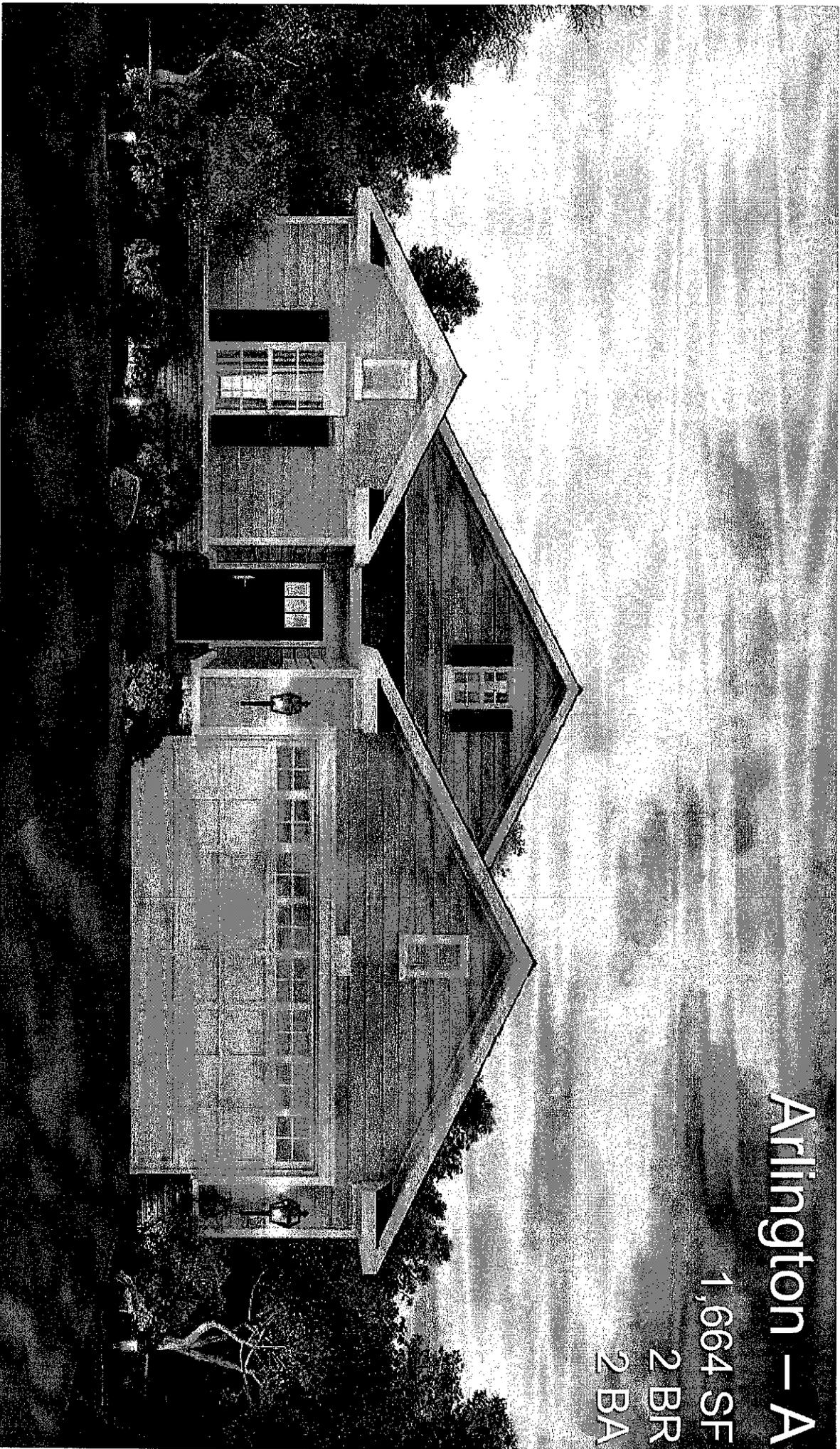
*** Square footages are best estimates and may vary slightly.

Arlington -- A

1,664 SF

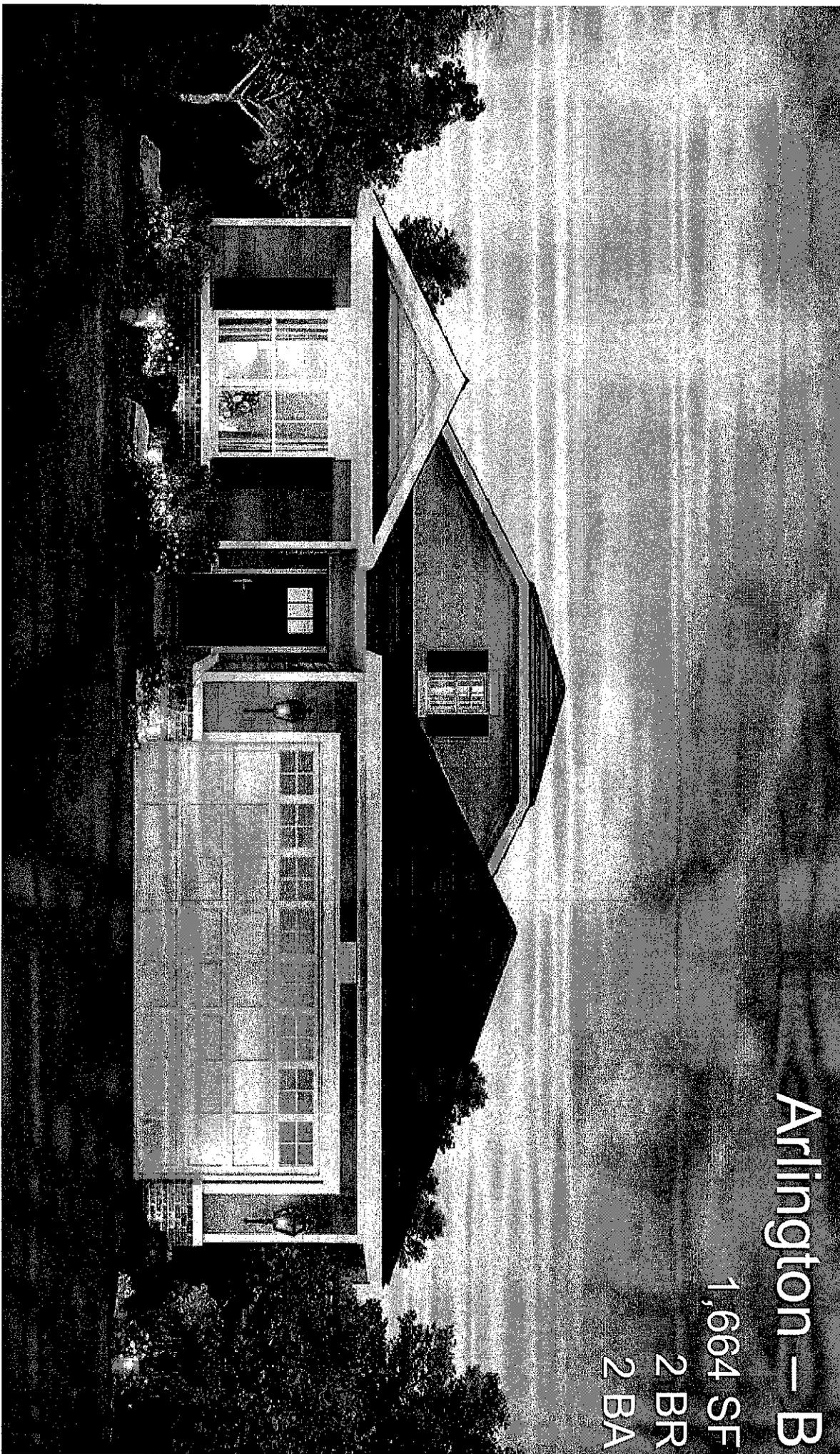
2 BR

2 BA



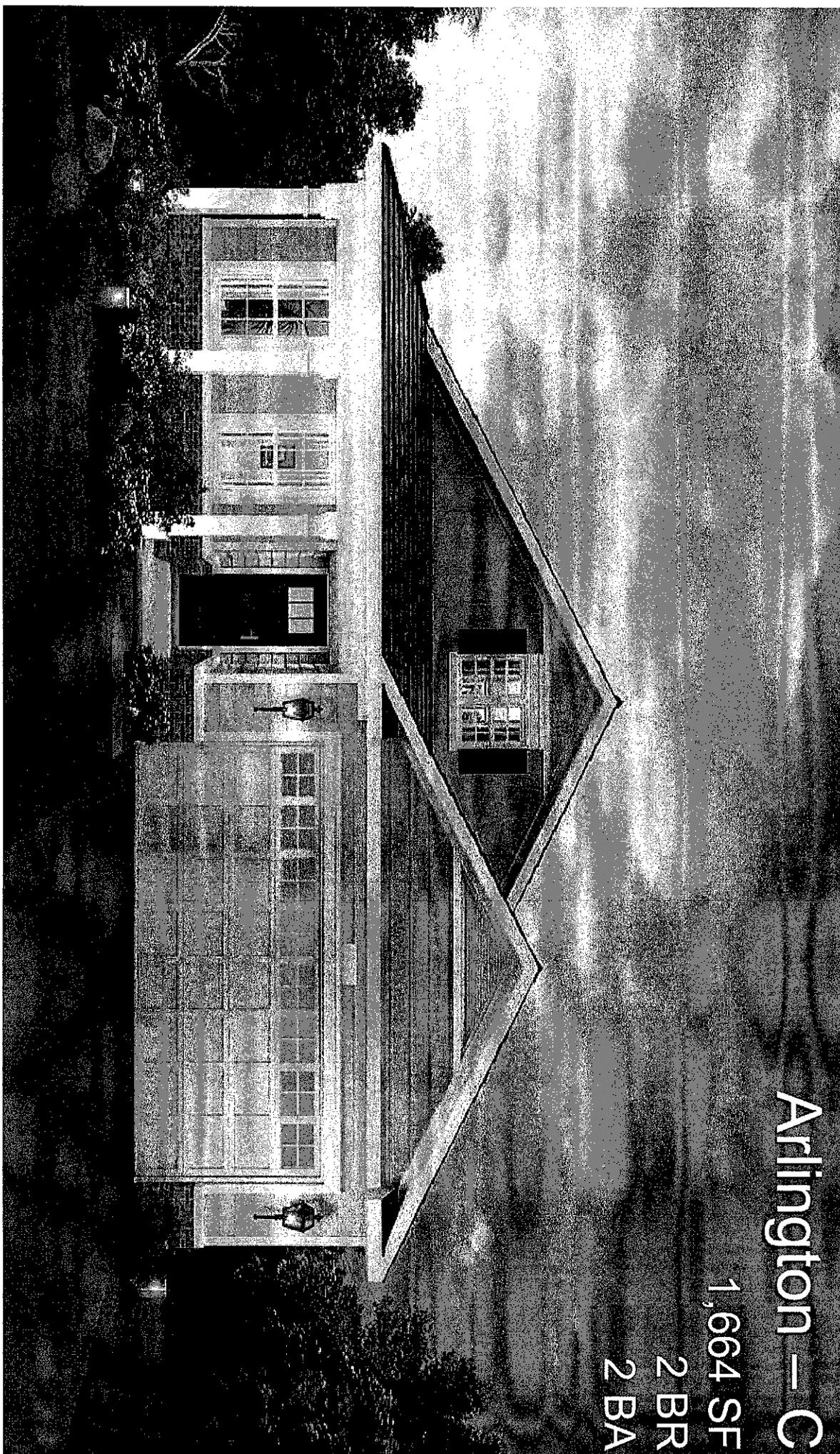
Arlington – B

1,664 SF
2 BR
2 BA



Arlington – C

1,664 SF
2 BR
2 BA

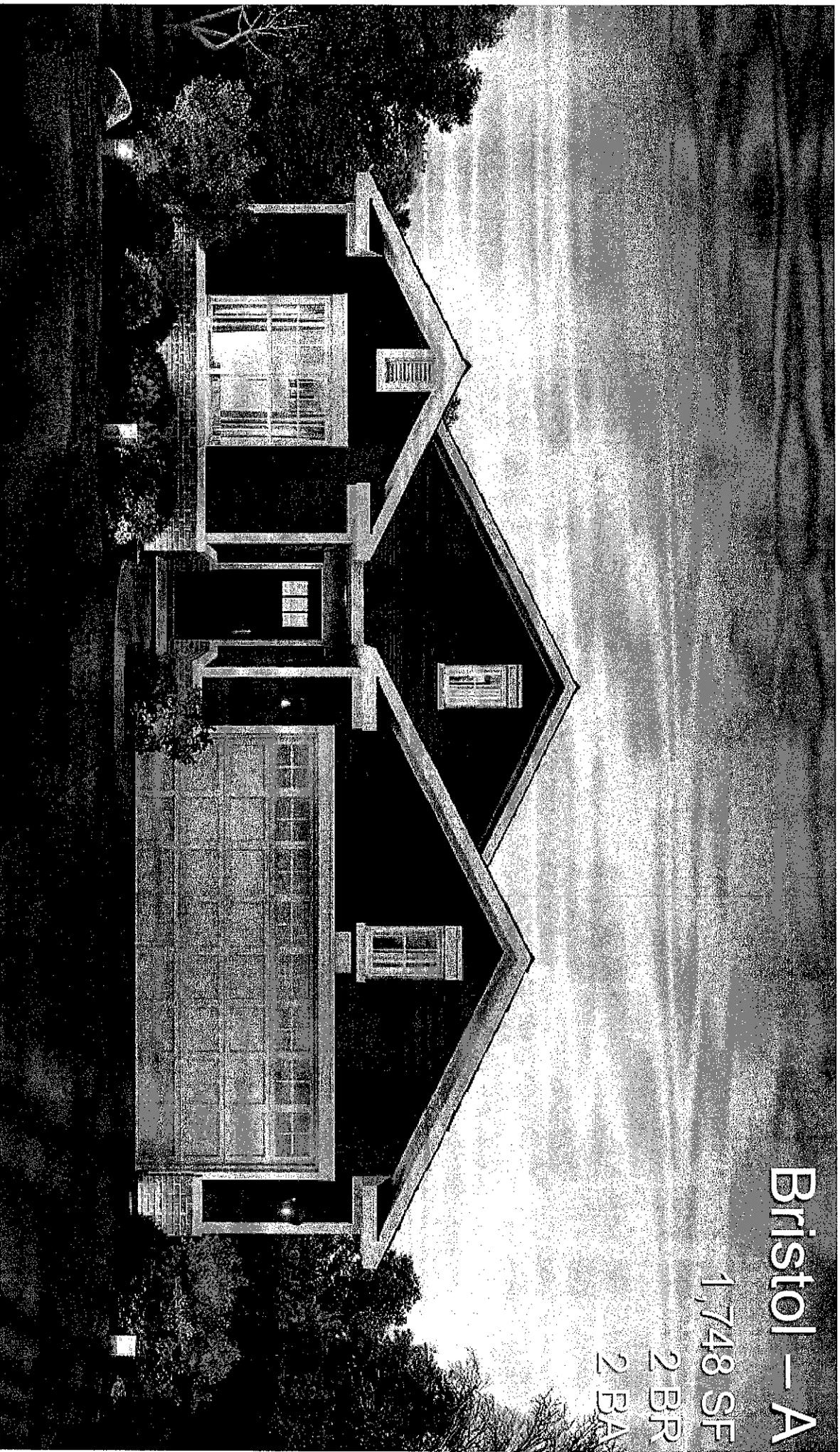


Bristol - A

1,748 SF

2 BR

2 BA

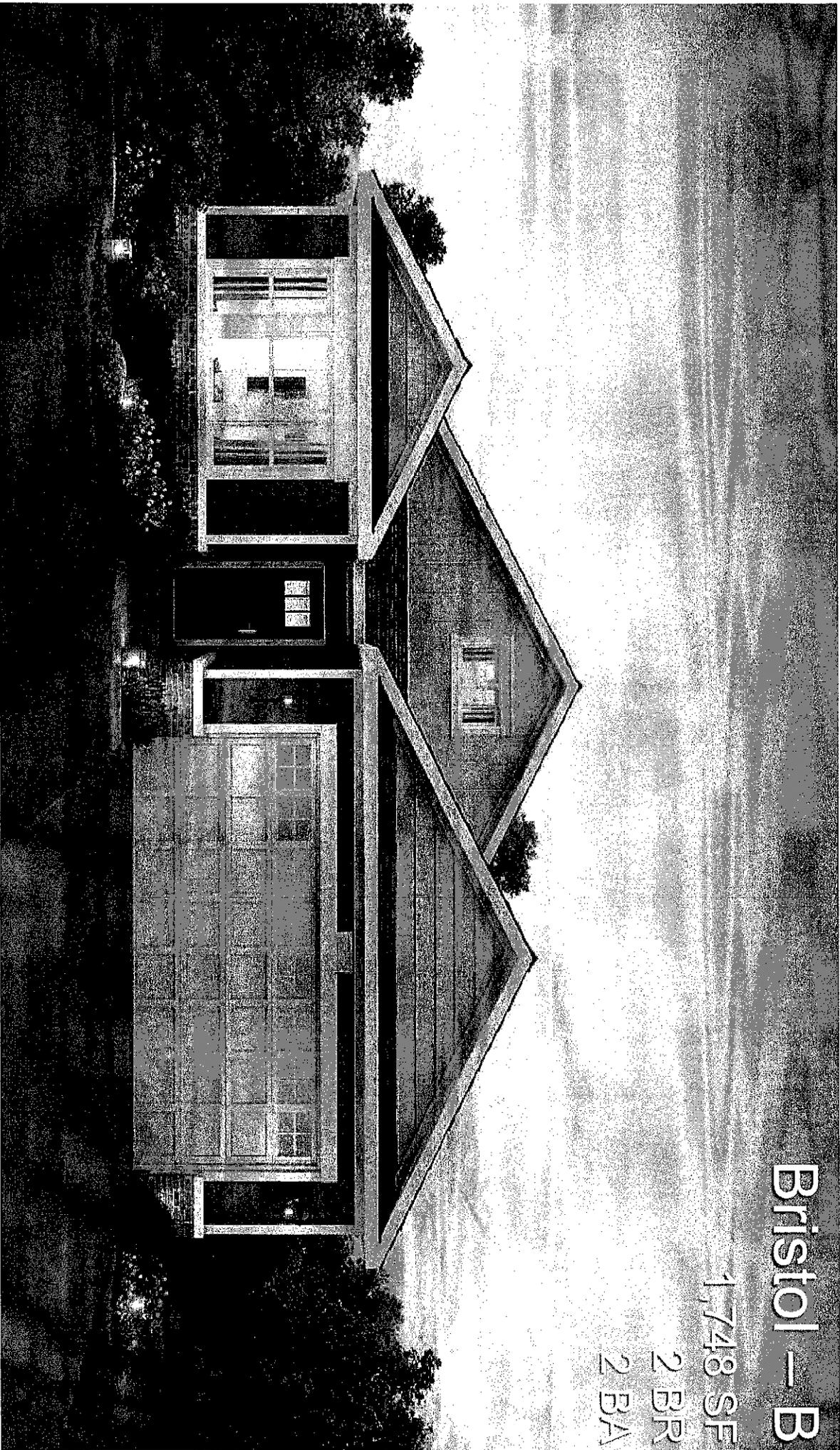


Bristol - B

1,748 SF

2 BR

2 BA

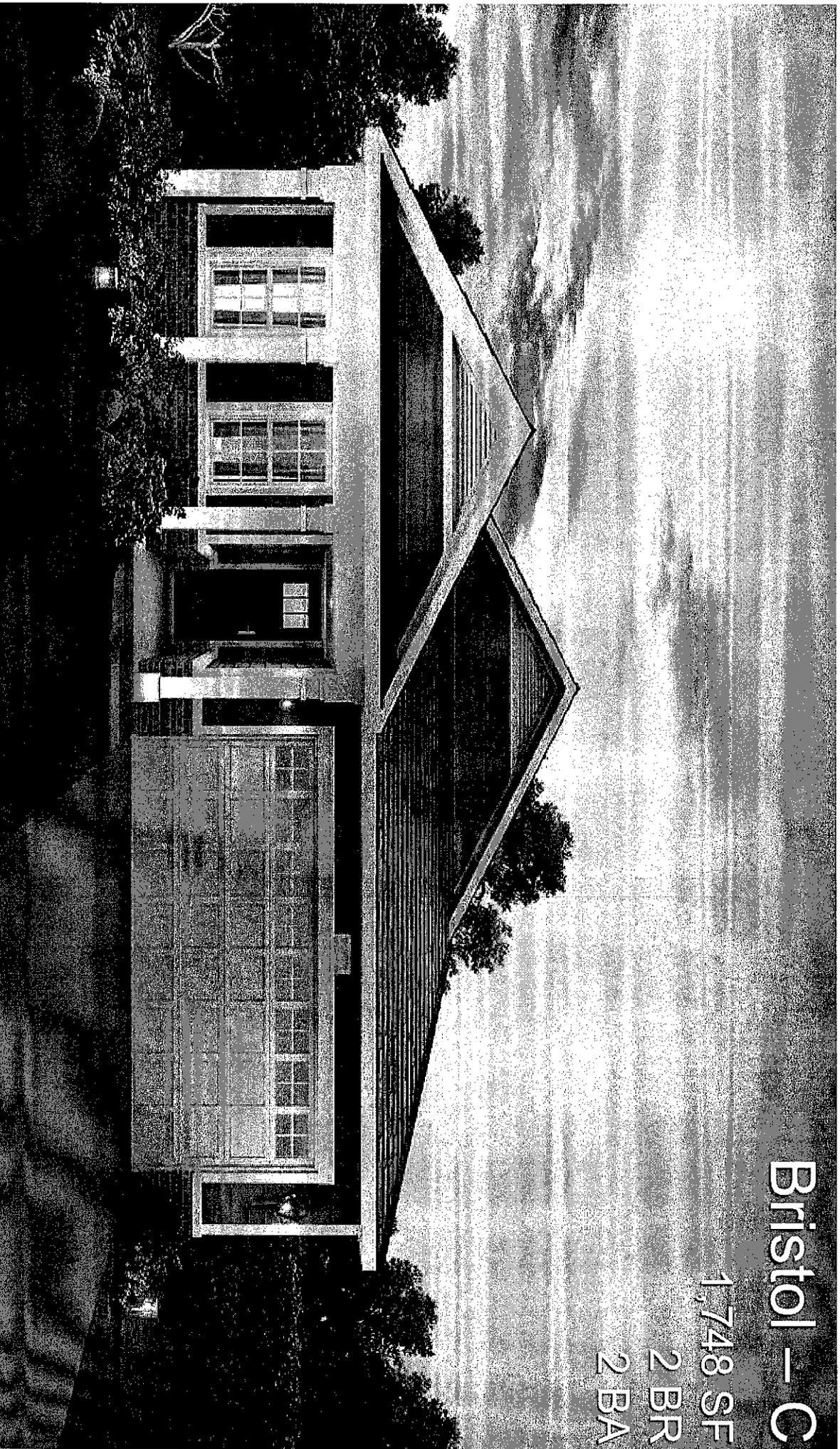


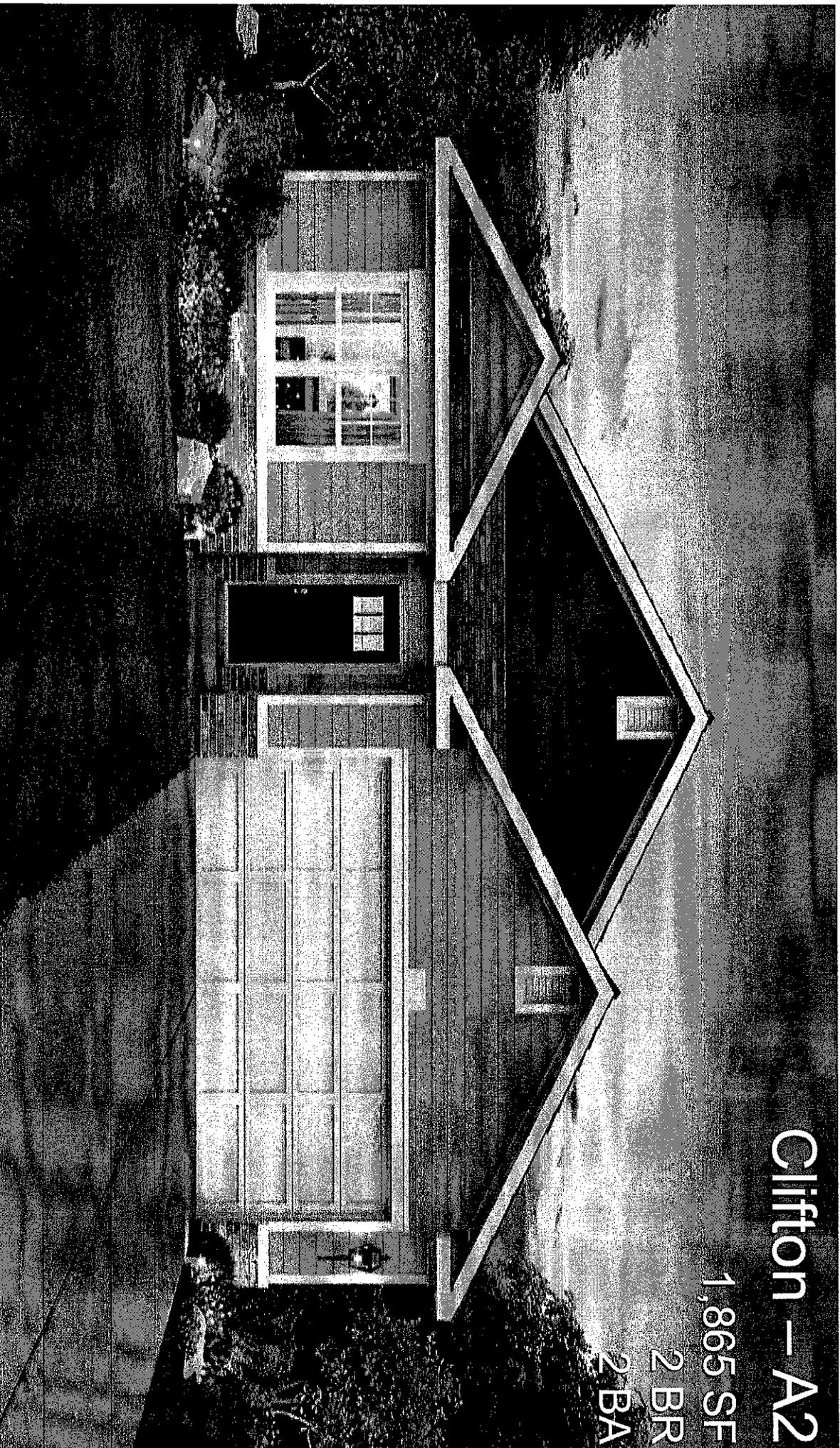
Bristol - C

1,748 SF

2 BR

2 BA



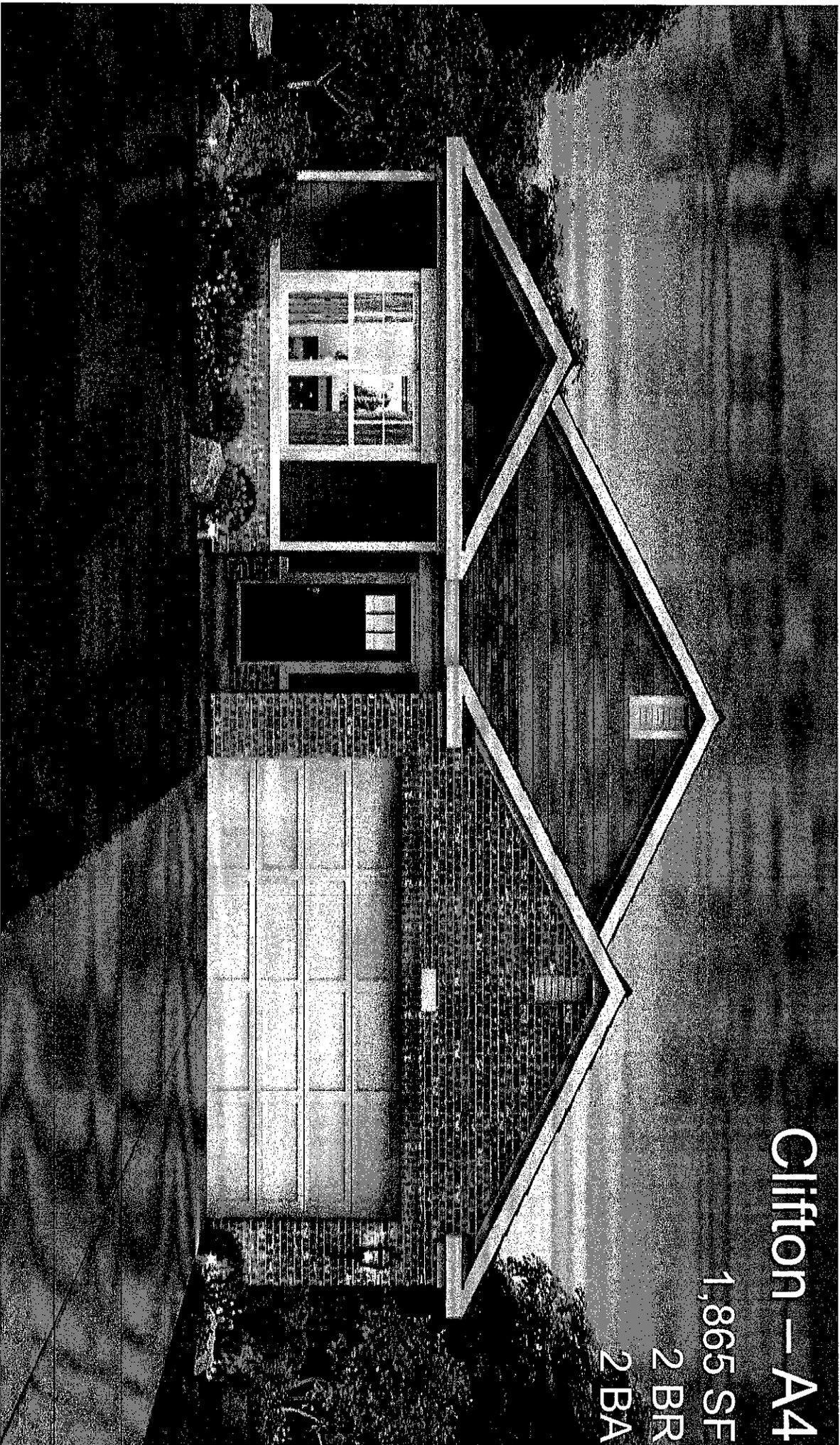


Clifton - A2

1,865 SF

2 BR

2 BA



Clifton -- A4

1,865 SF

2 BR

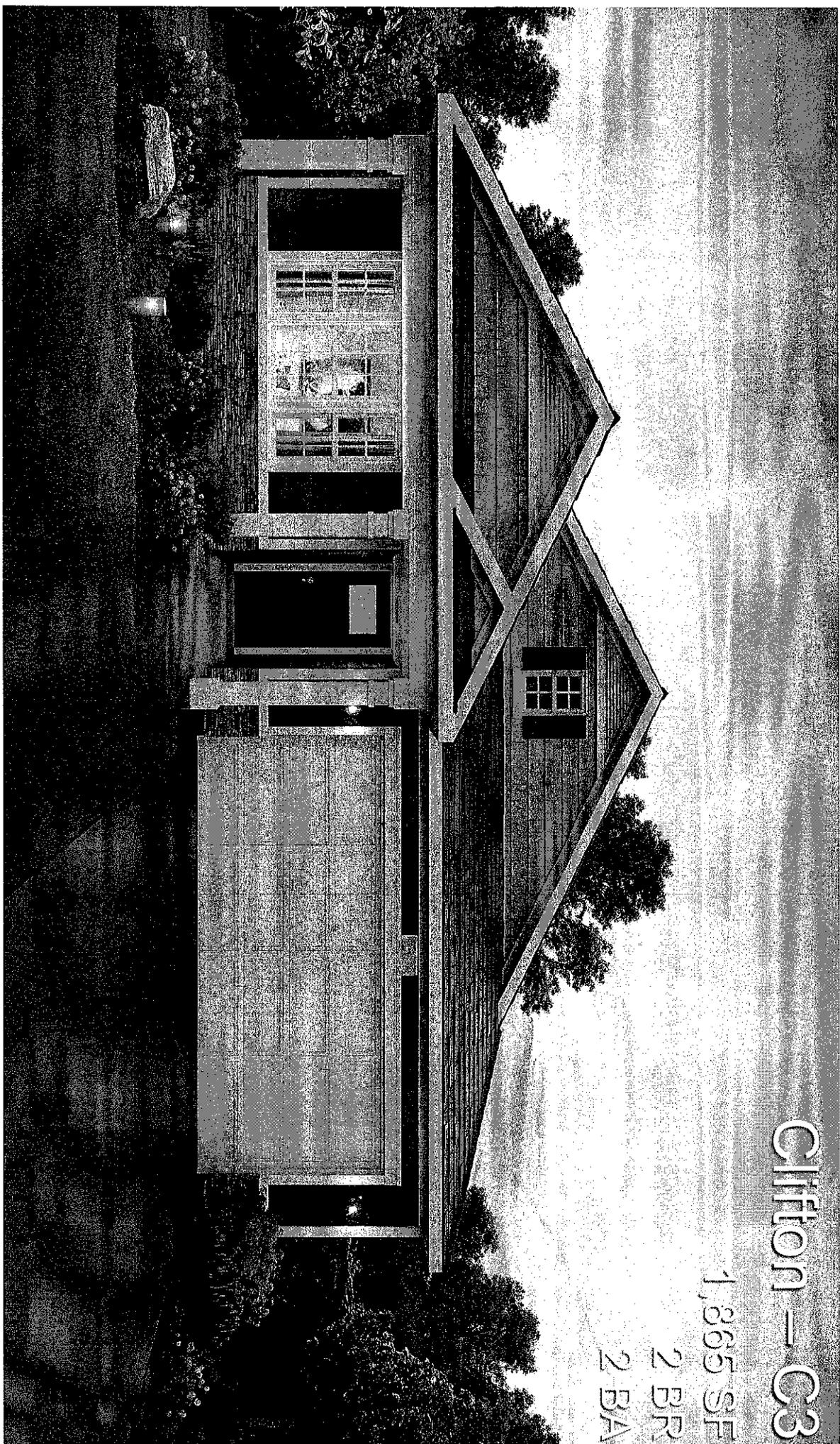
2 BA

Clifton — C3

1,865 SF

2 BR

2 BA

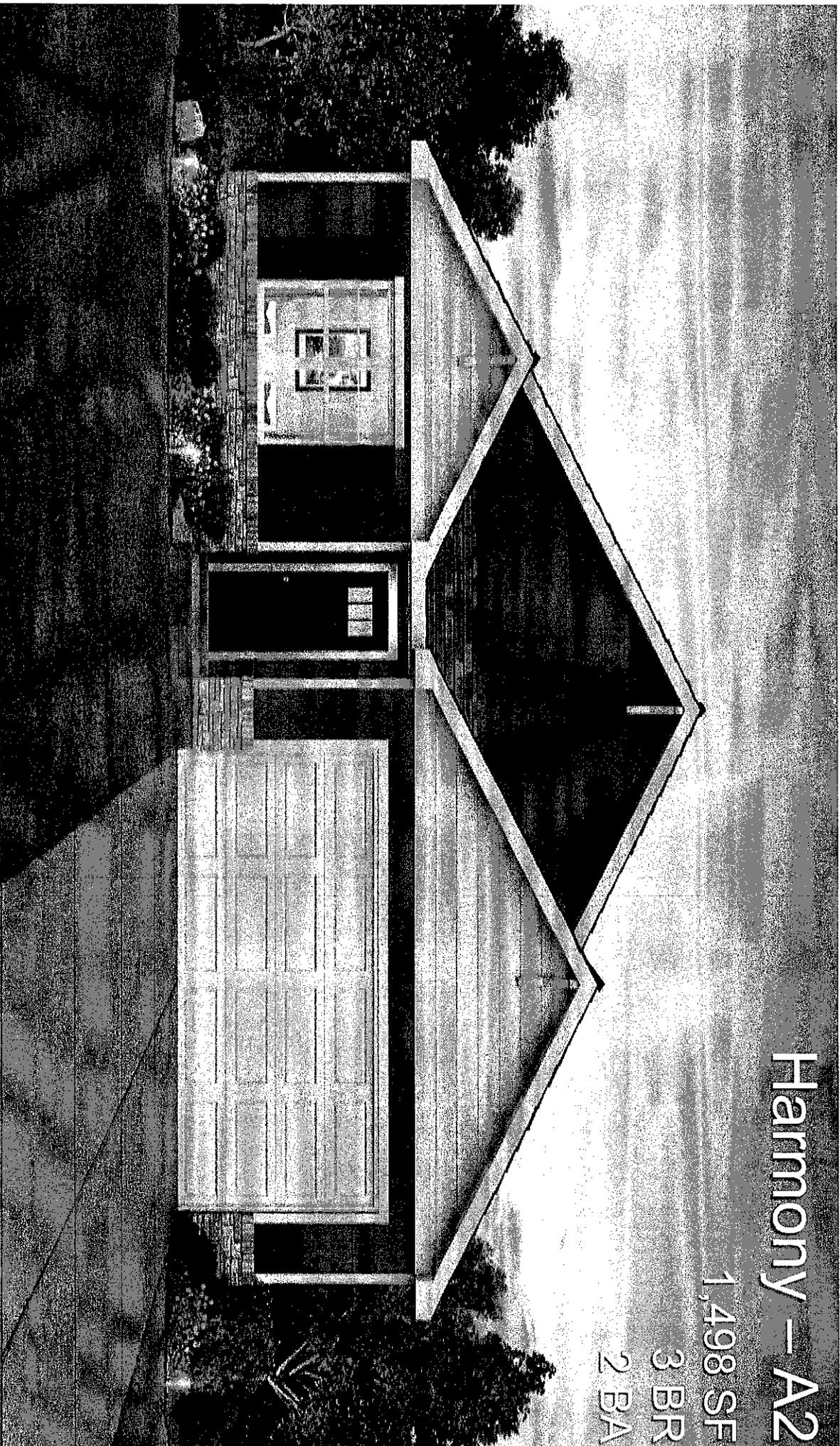


Harmony – A2

1,498 SF

3 BR

2 BA

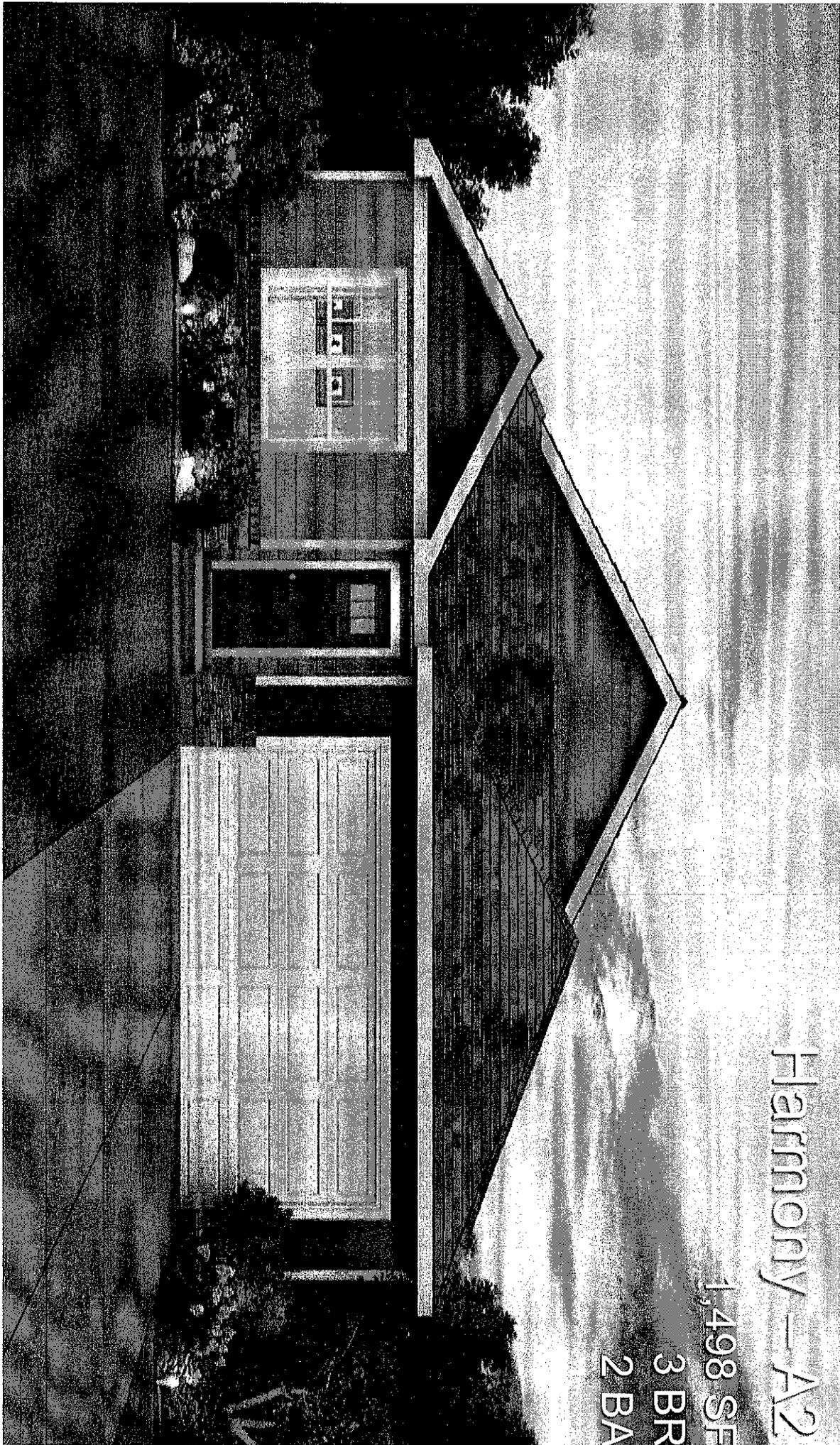


Harmony - A2

1,498 SF

3 BR

2 BA

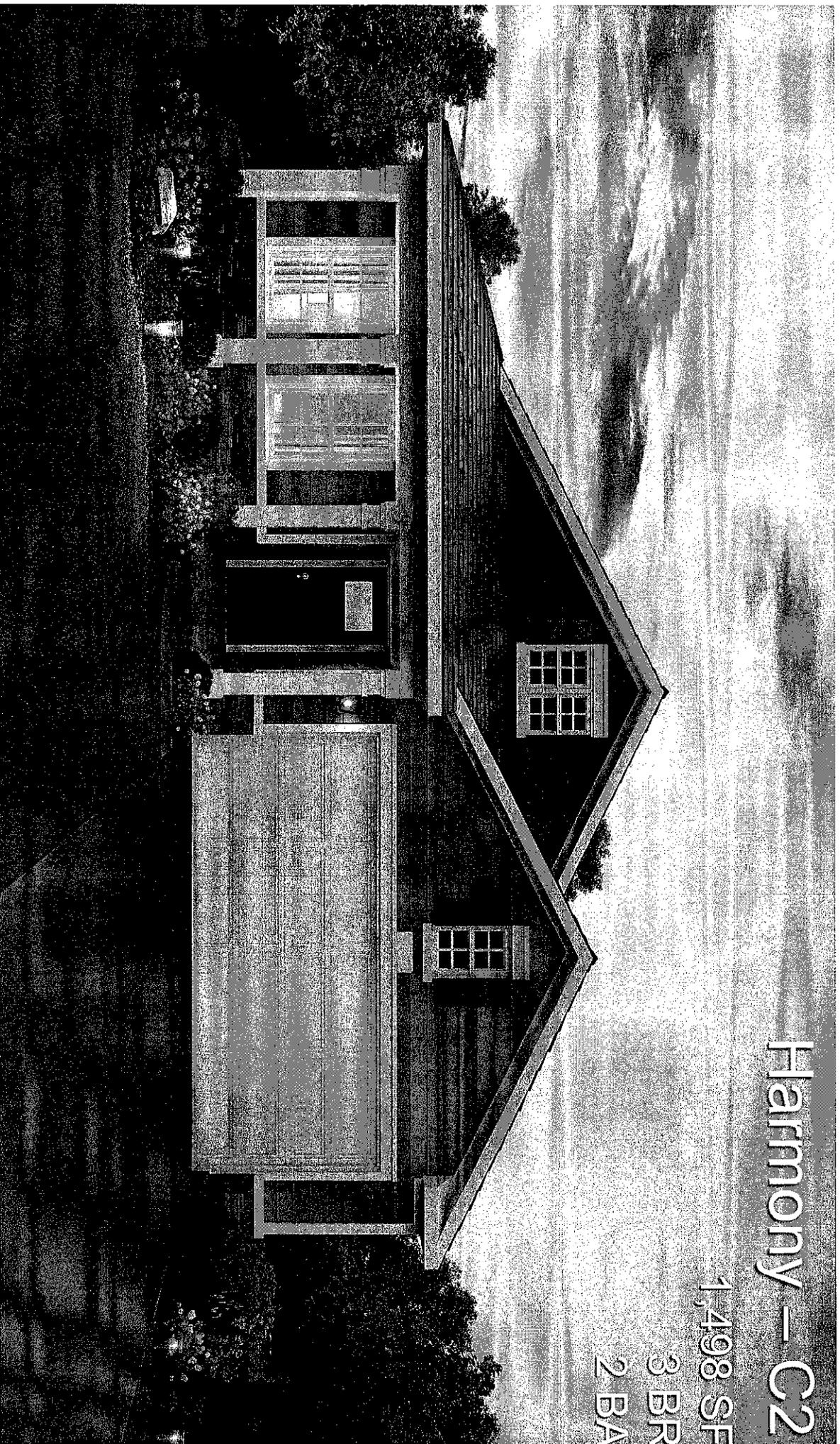


Harmony – C2

1,498 SF

3 BR

2 BA

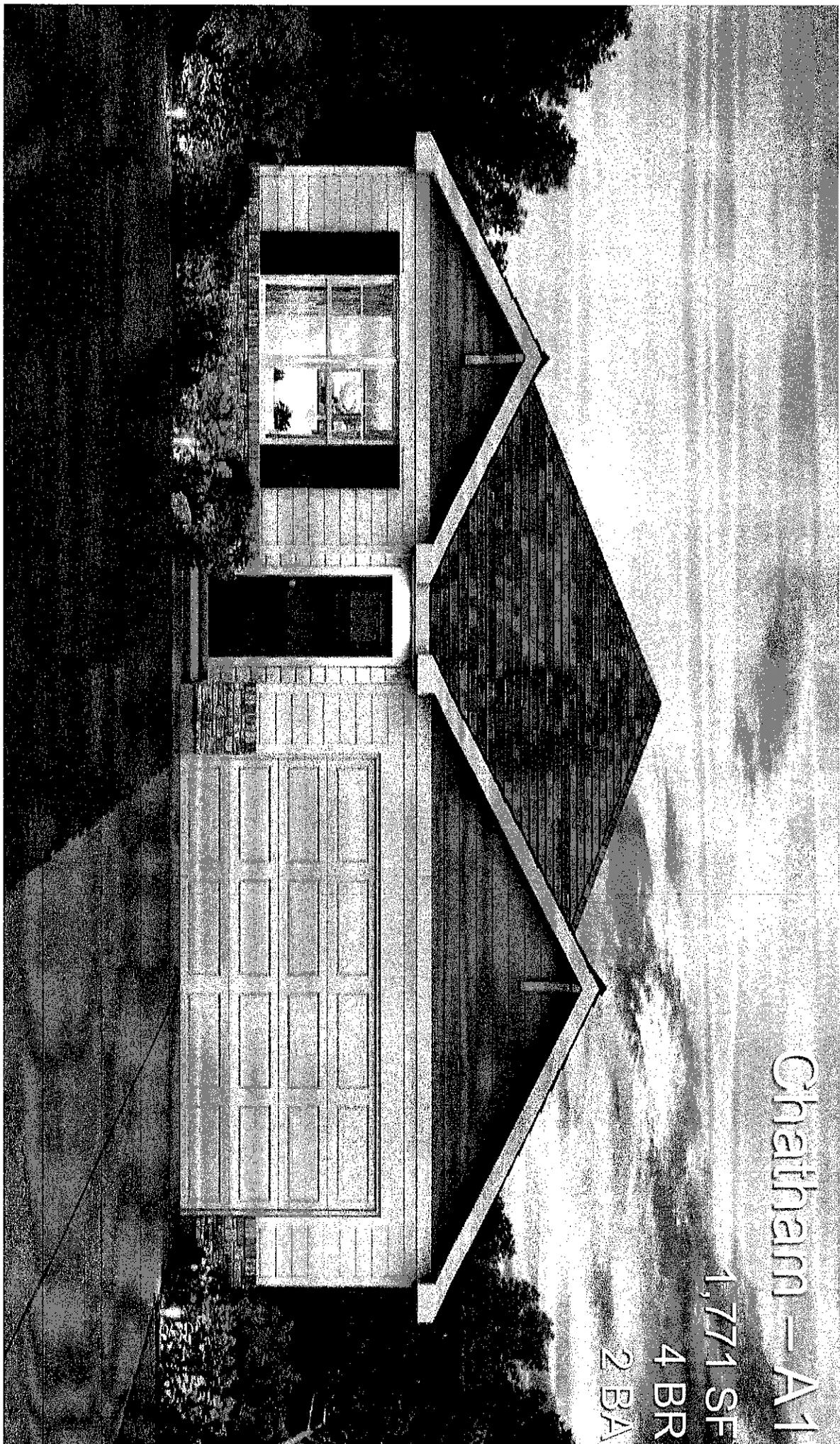


Chatham - A1

1,771 SF

4 BR

2 BA

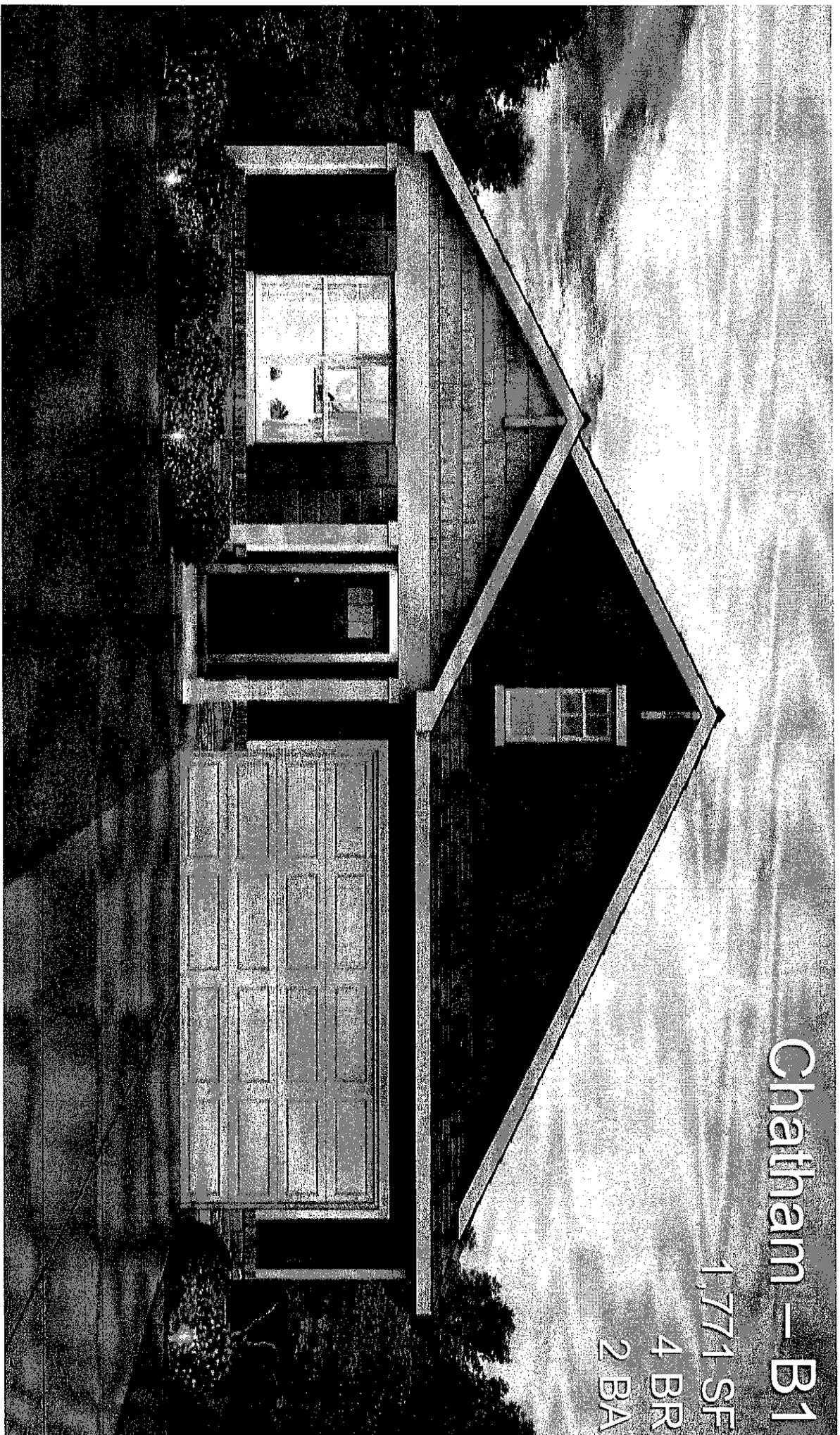


Chatham - B1

1,774 SF

4 BR

2 BA

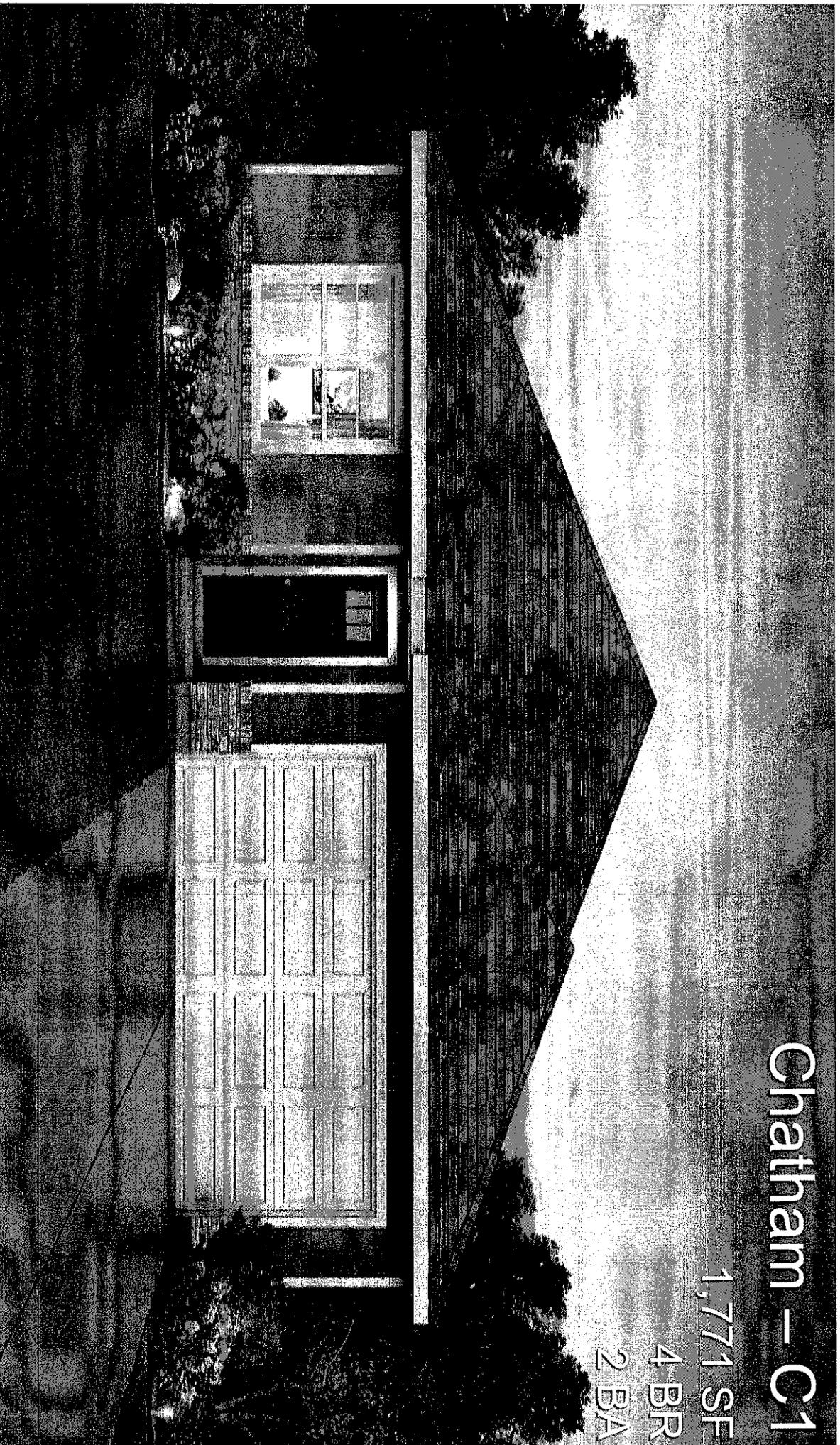


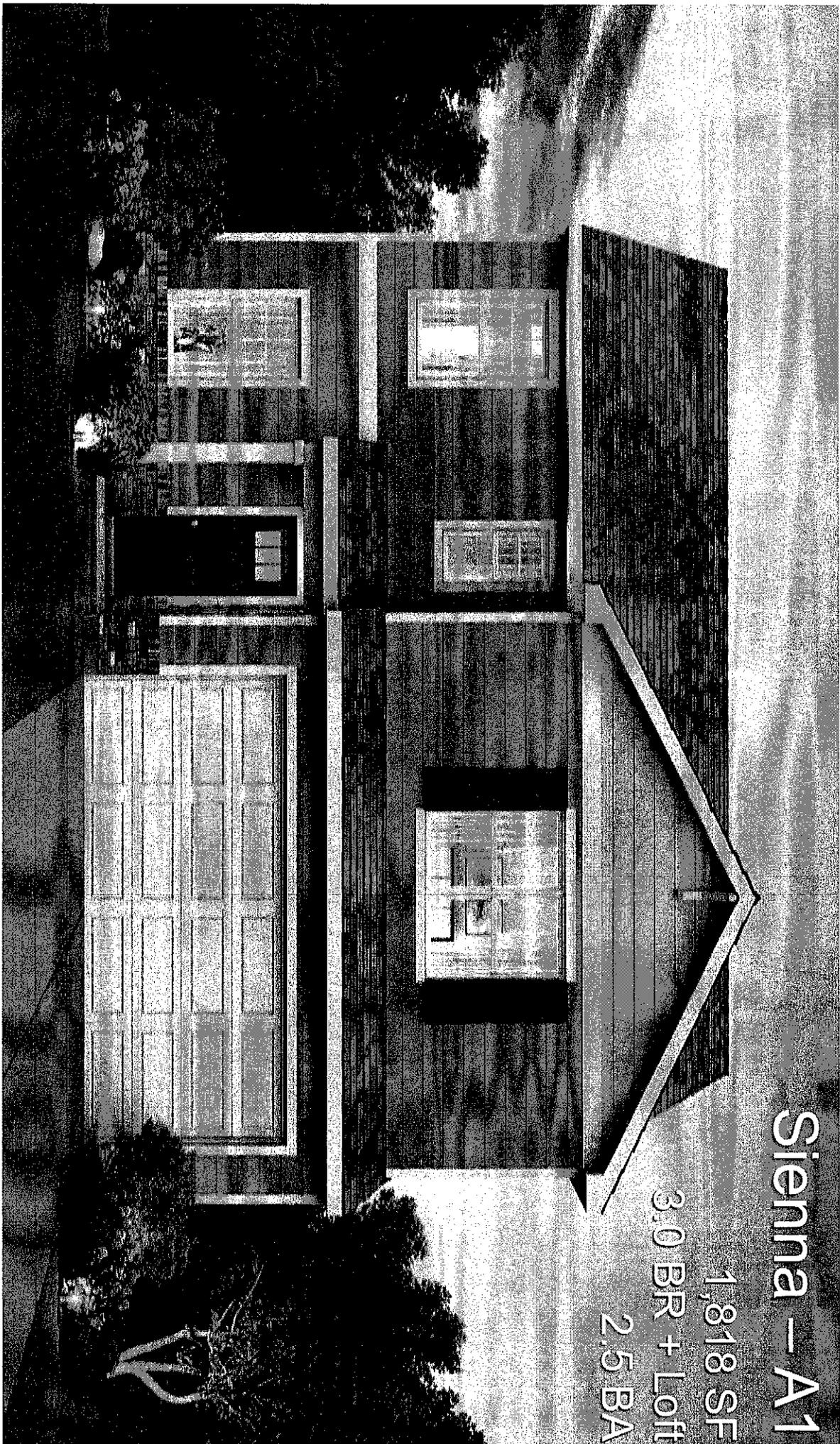
Chatham – C1

1,771 SF

4 BR

2 BA



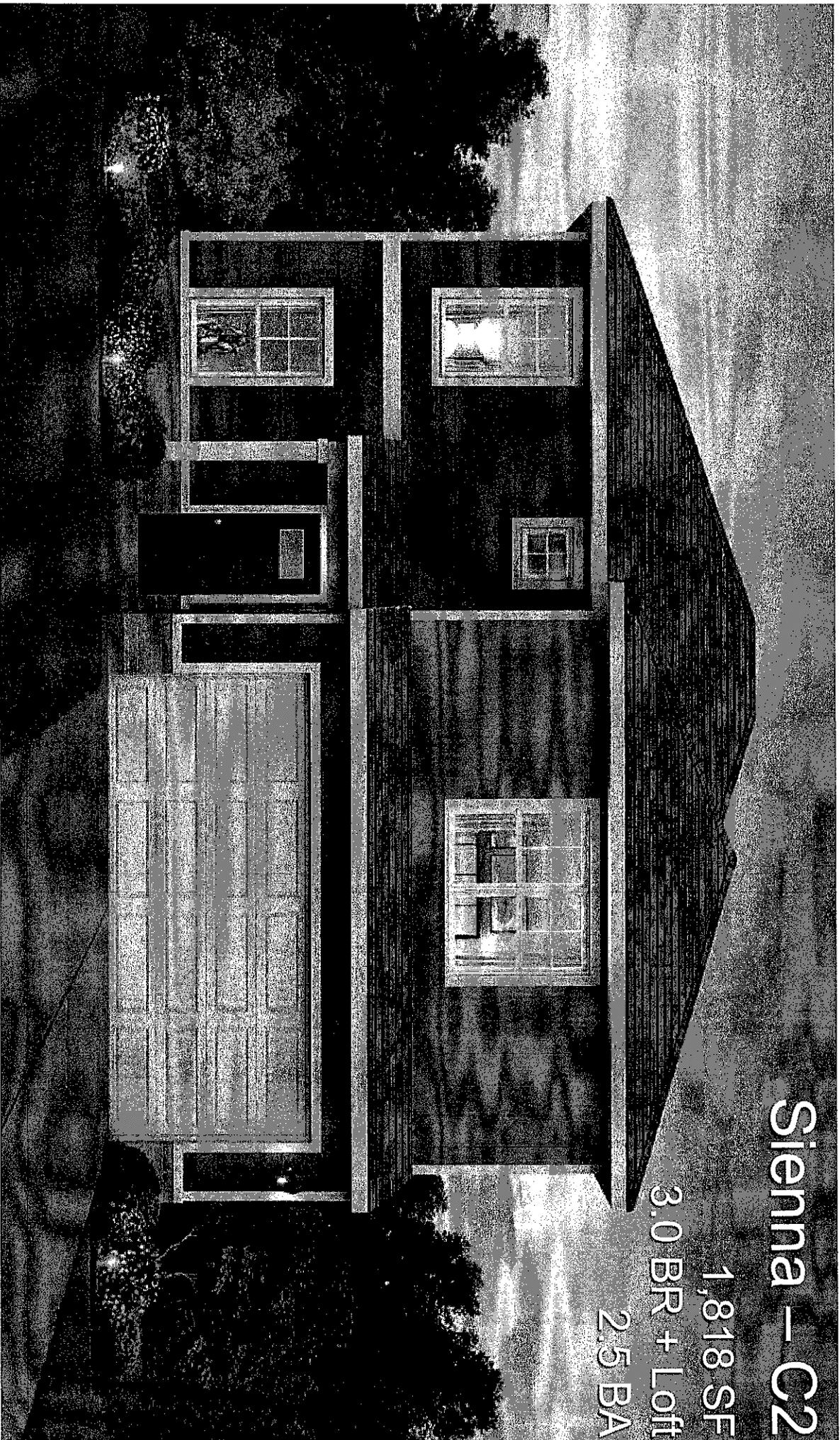


Sienna - A1

1,818 SF

3.0 BR + LOFT

2.5 BA

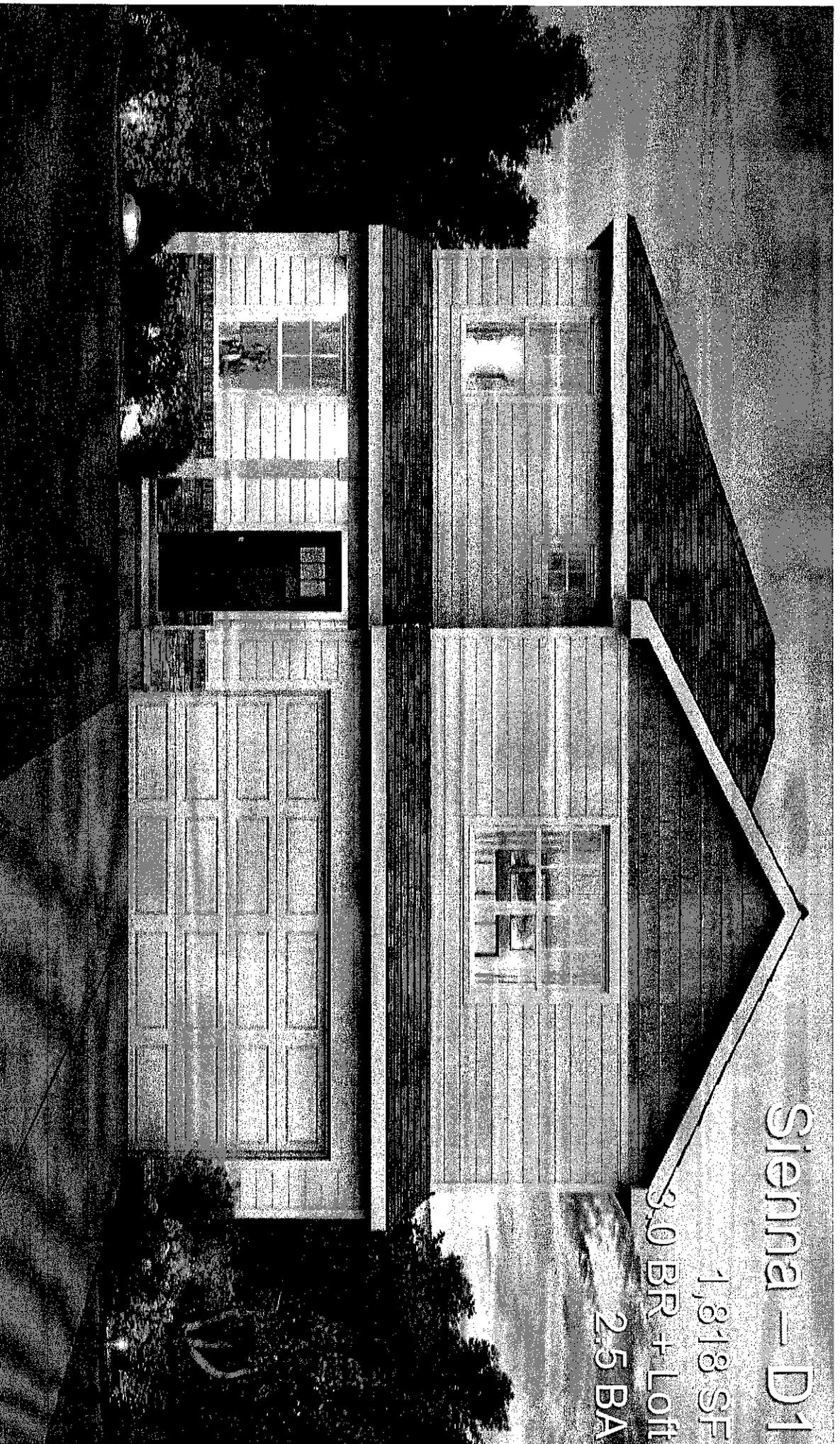


Sienna – C2

1,818 SF

3.0 BR + Loft

2.5 BA

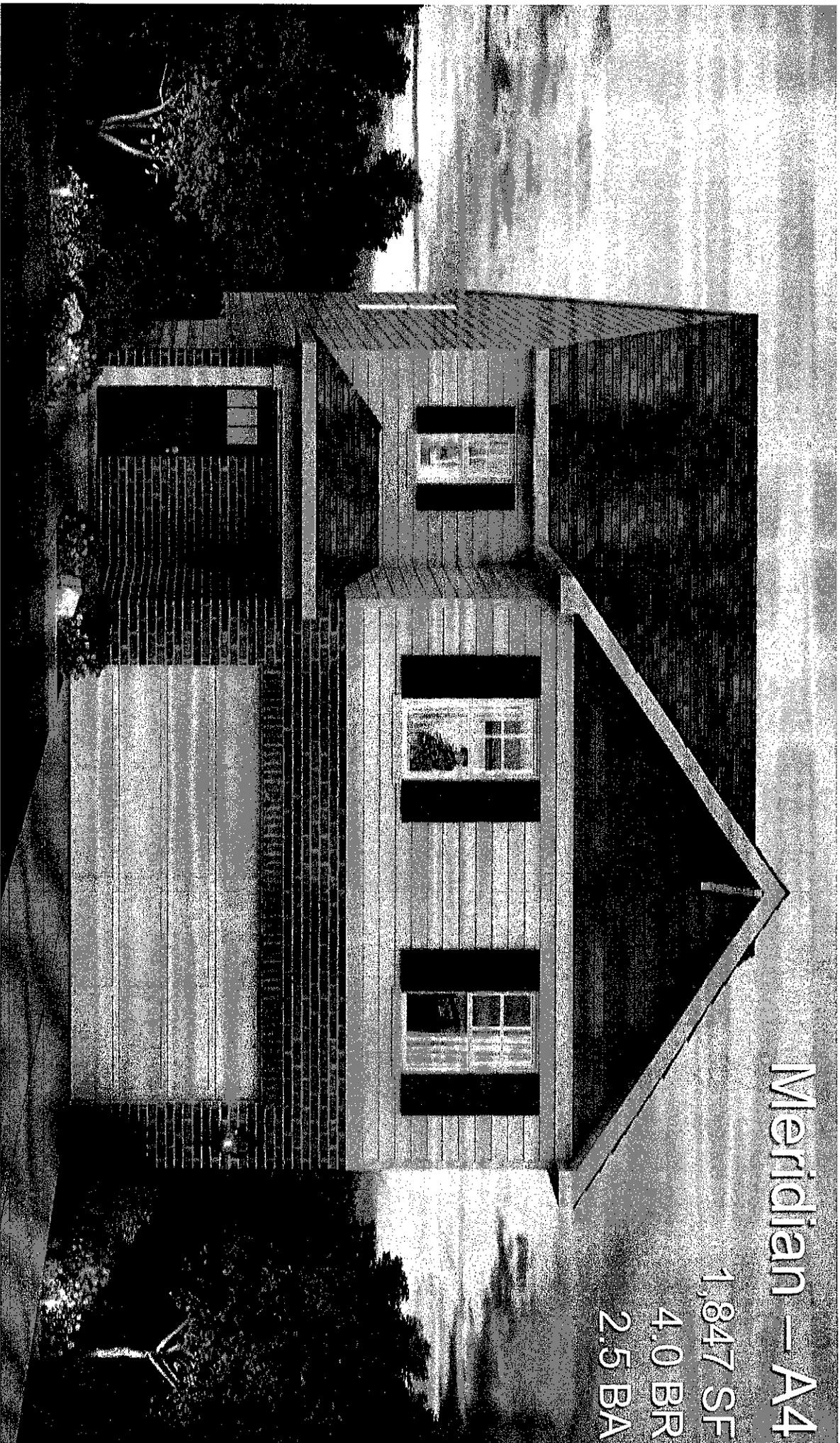


Sienna - D1

1,818 SF

3.0 BR + Loft

2.5 BA

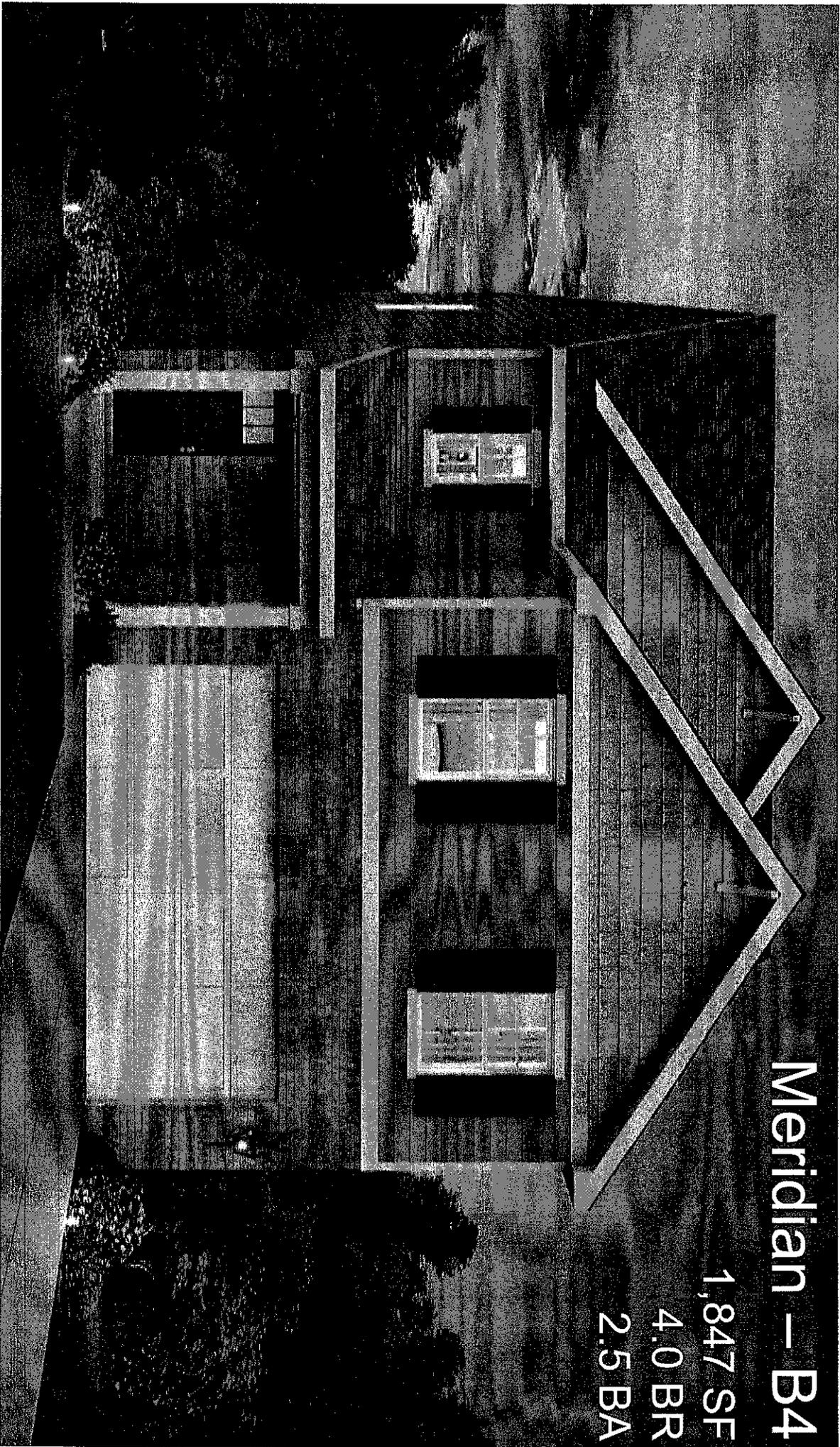


Meridian – A4

1,847 SF

4.0 BR

2.5 BA

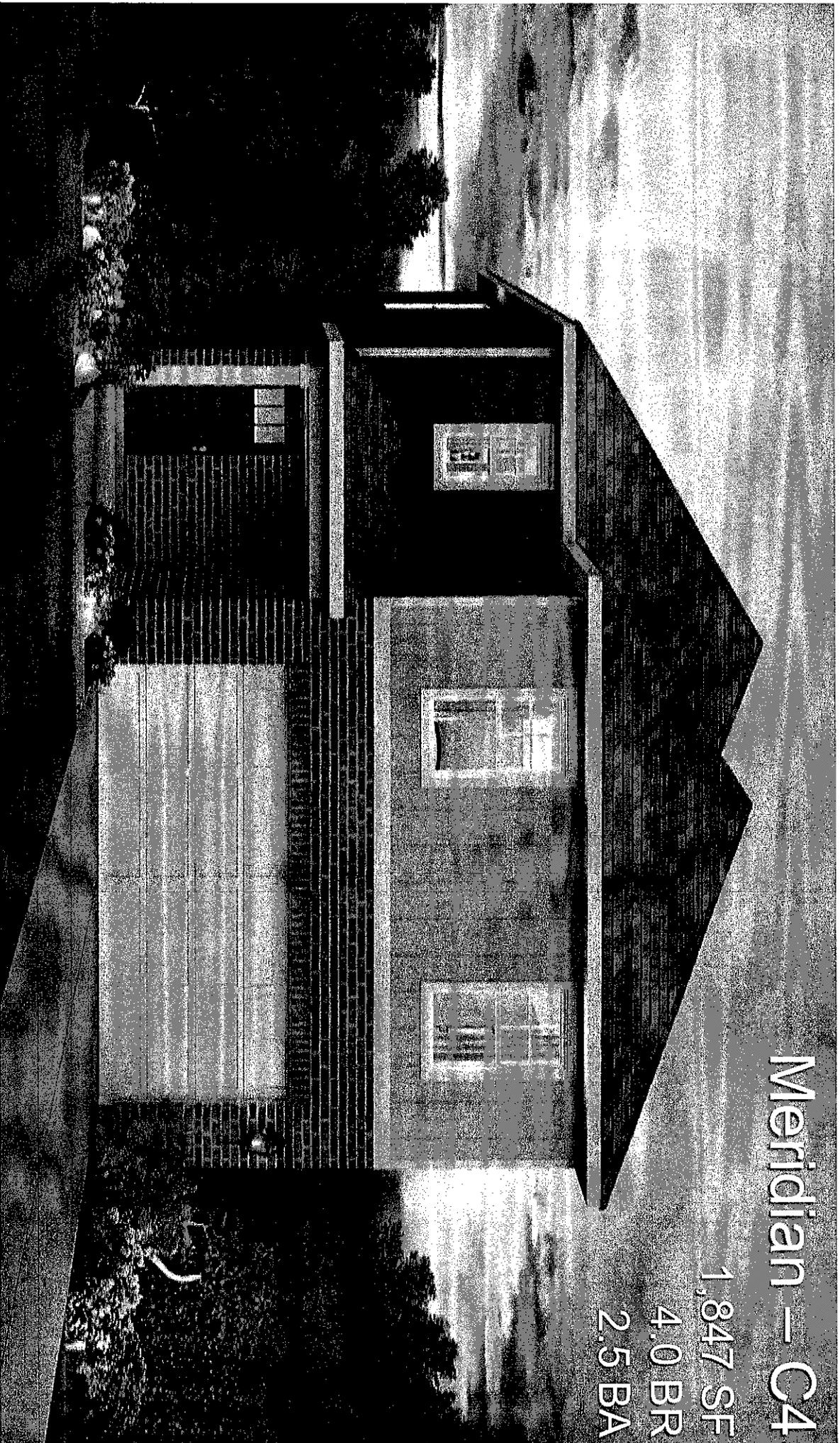


Meridian – B4

1,847 SF

4.0 BR

2.5 BA

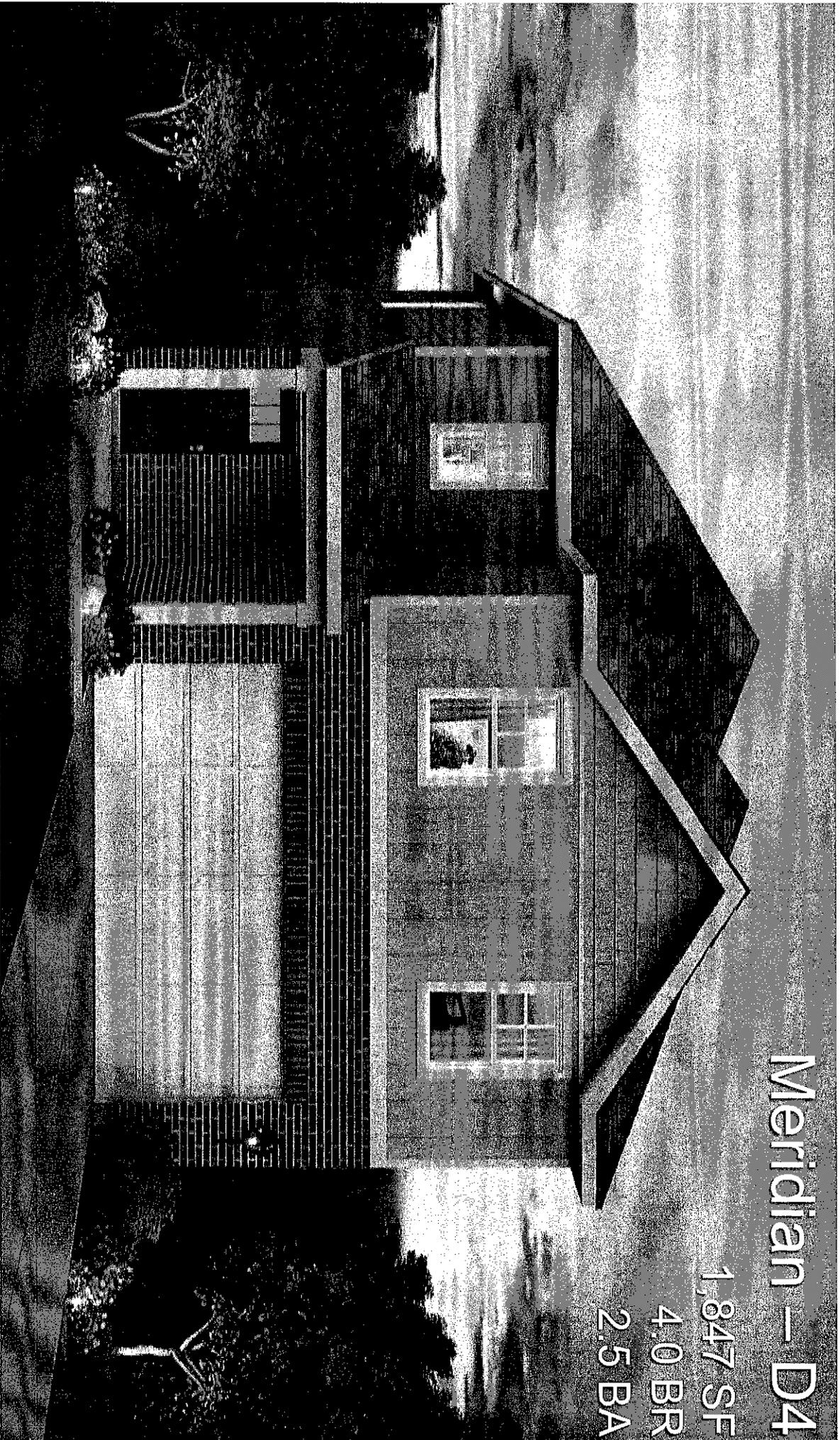


Meridian — C4

1,847 SF

4.0 BR

2.5 BA

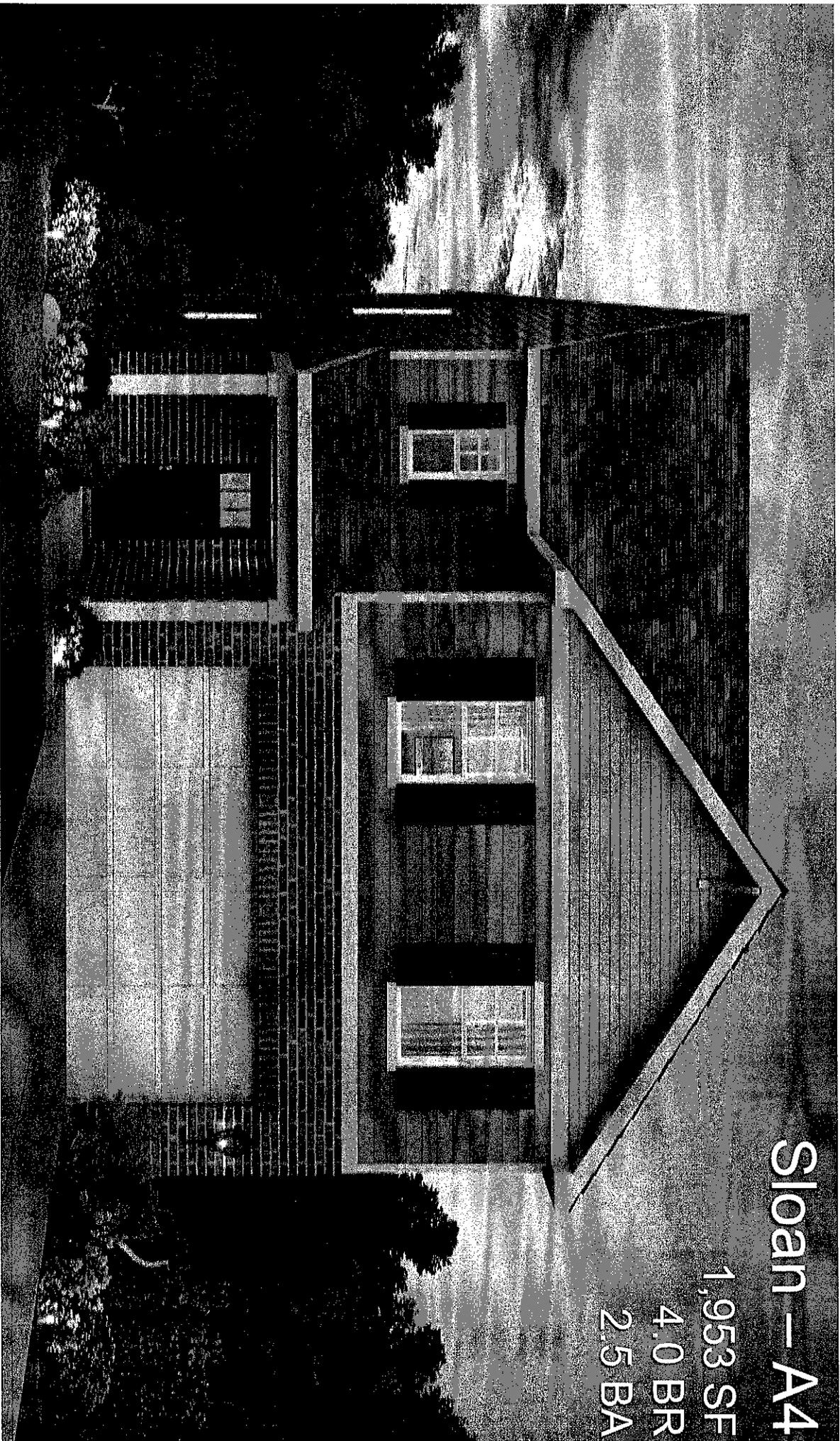


Meridian – D4

1,847 SF

4.0 BR

2.5 BA

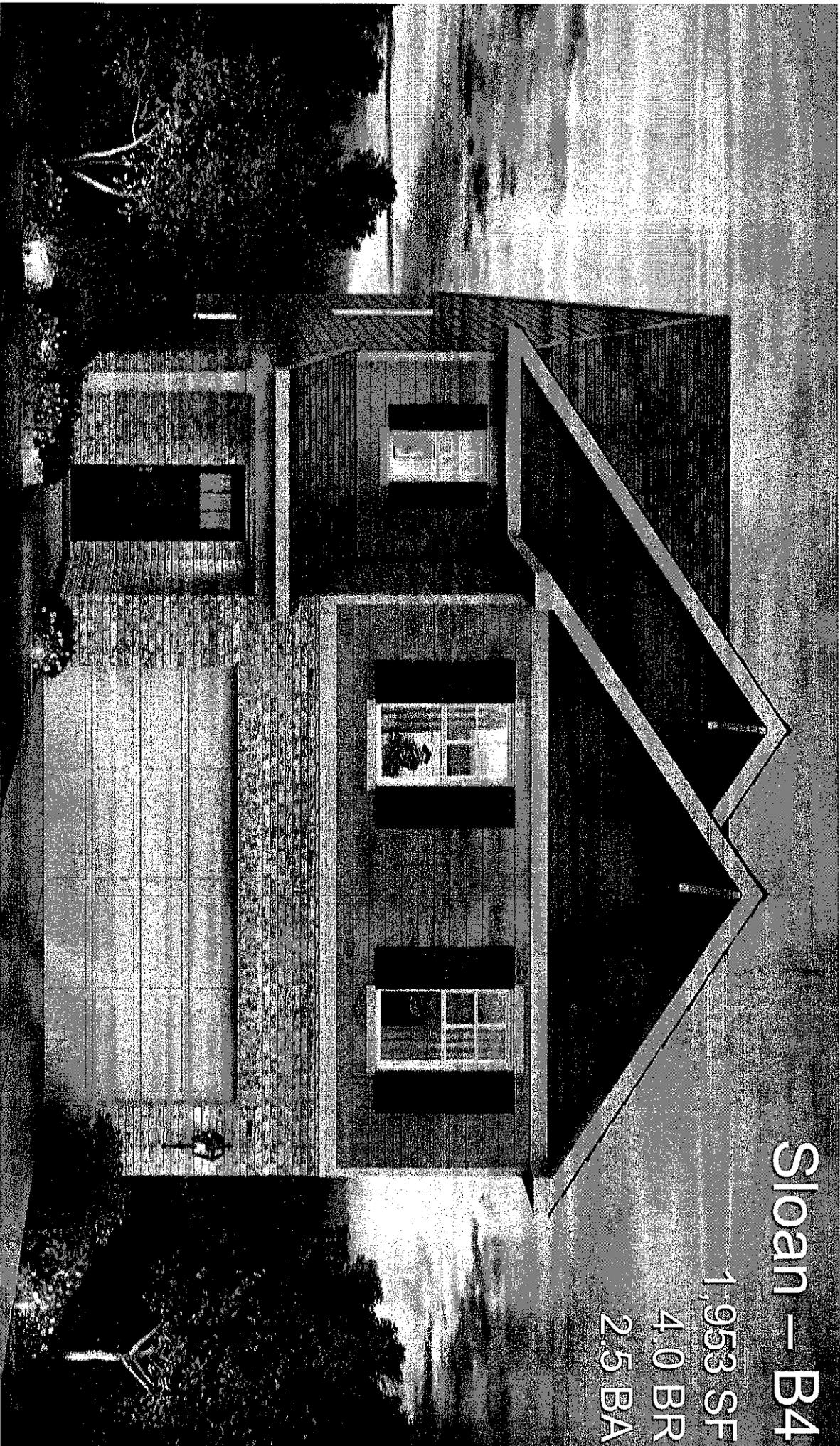


Sloan - A4

1,953 SF

4.0 BR

2.5 BA

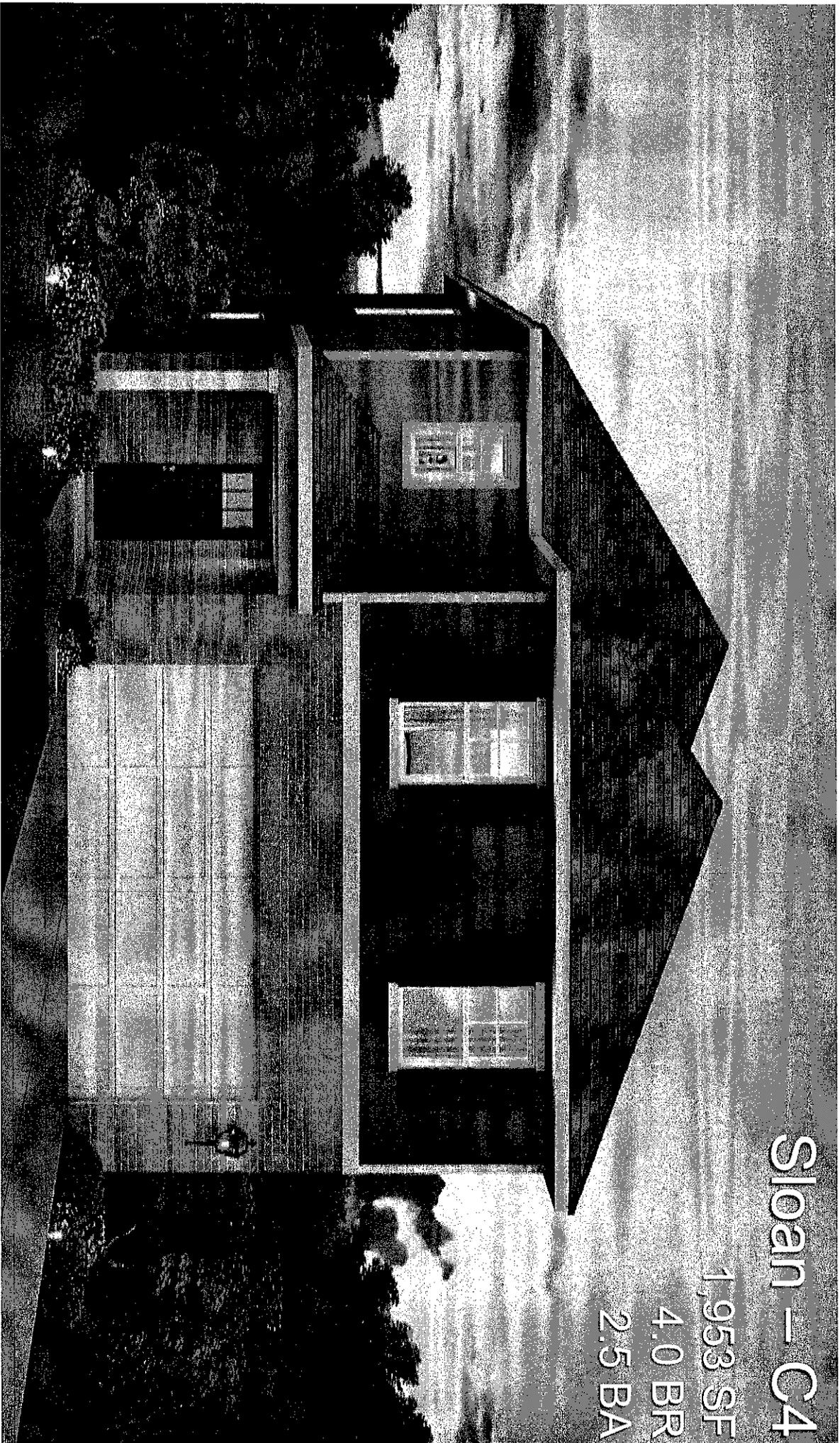


Sloan - B4

1,953 SF

4.0 BR

2.5 BA

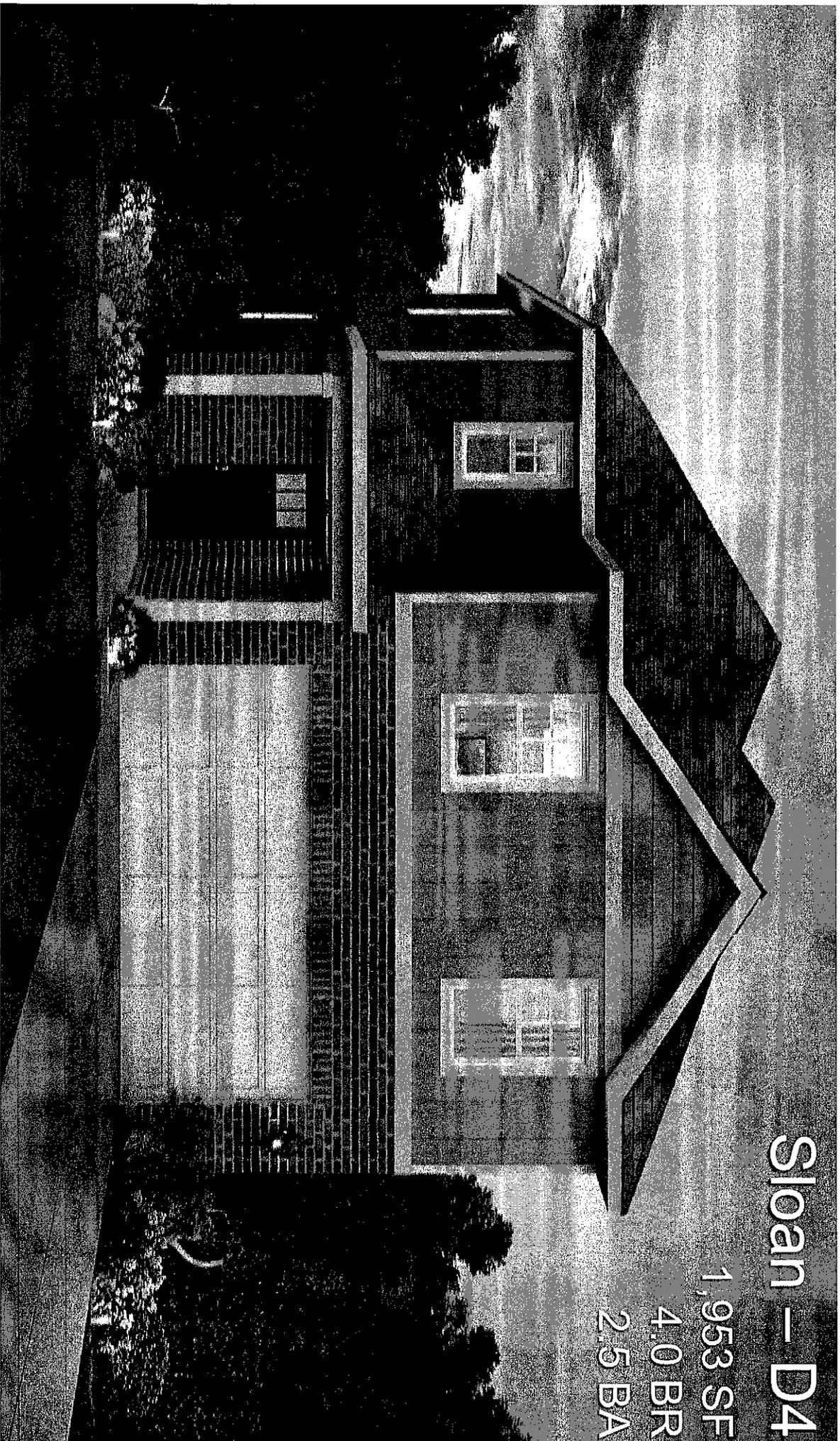


Sloan - C4

1,953 SF

4.0 BR

2.5 BA



Sloan - D4

1,953 SF

4.0 BR

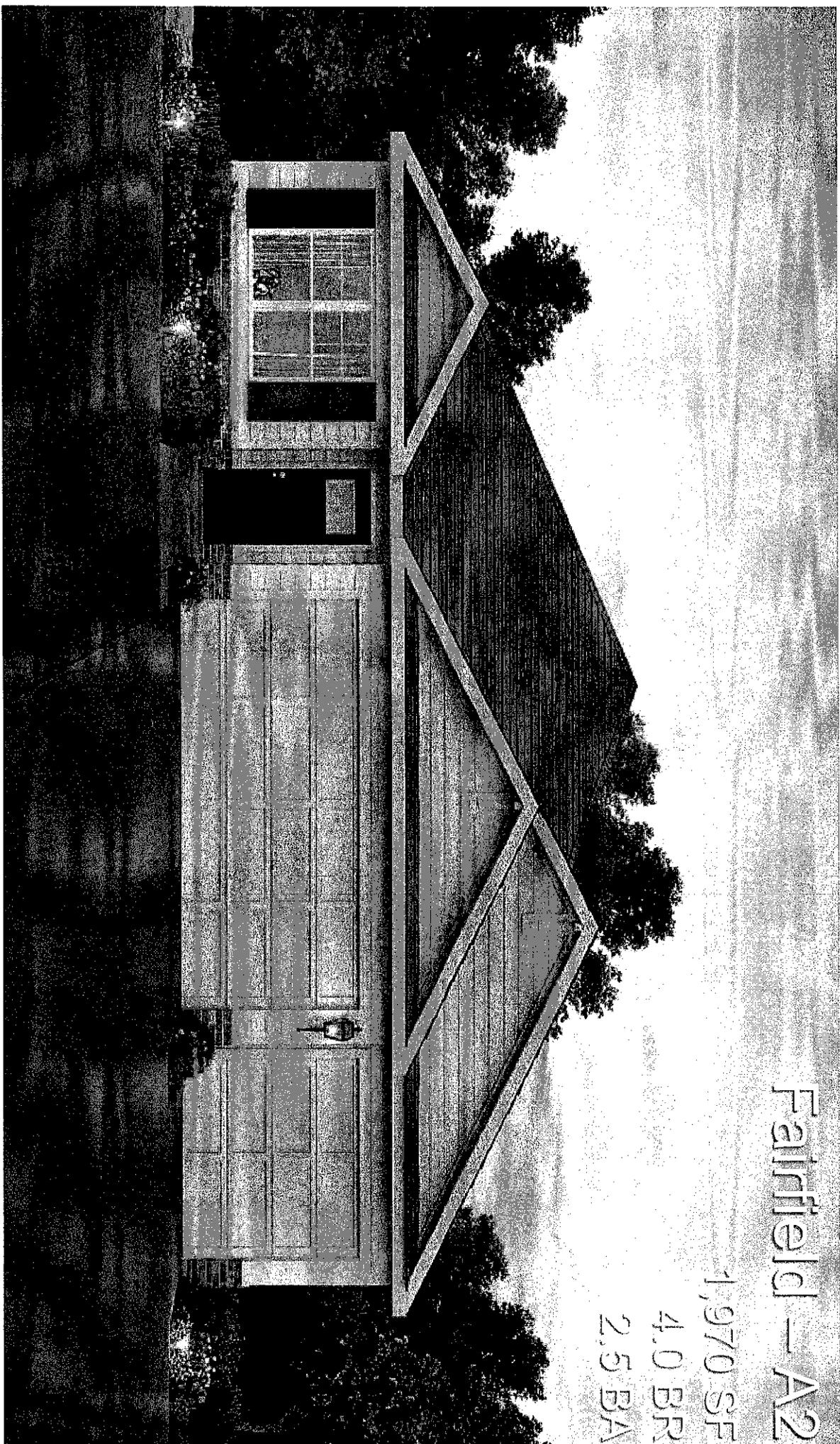
2.5 BA

Fairfield - A2

1,970 SF

4.0 BR

2.5 BA



Fairfield - B3

1,970 SF

4.0 BR

2.5 BA

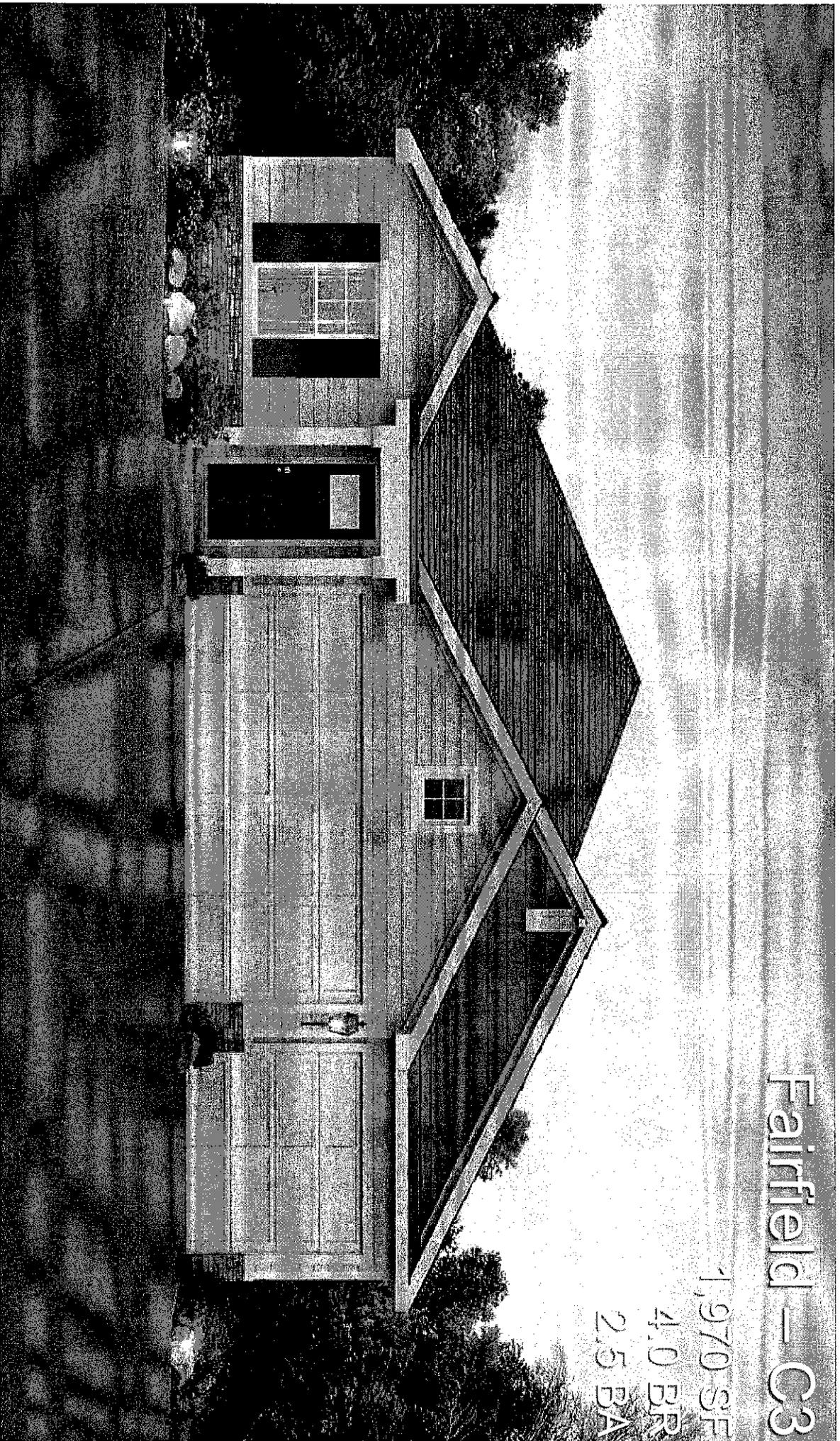


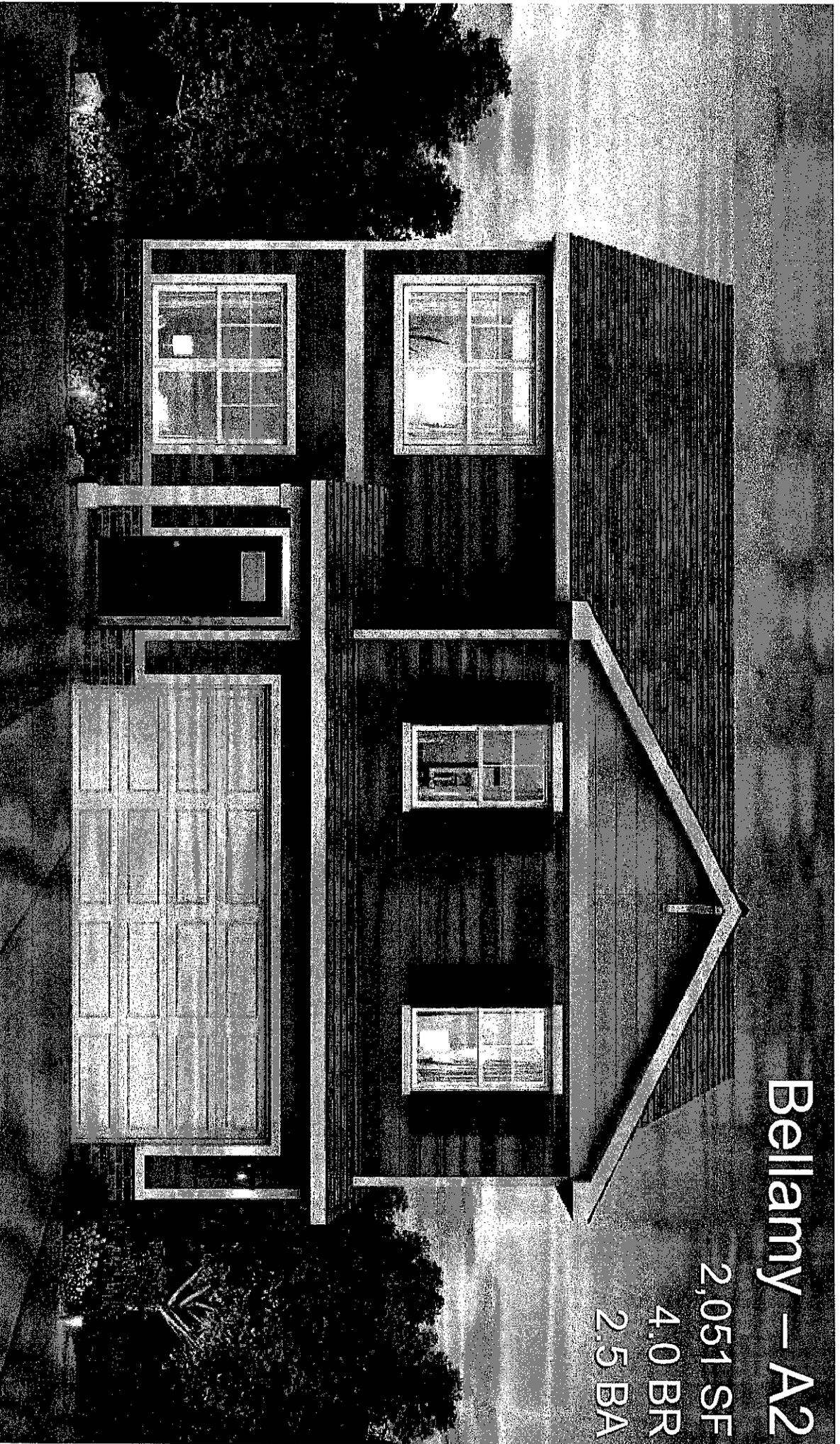
Fairfield - C3

1,970 SFE

4.0 BR

2.5 BA





Bellamy -- A2

2,051 SF

4.0 BR

2.5 BA

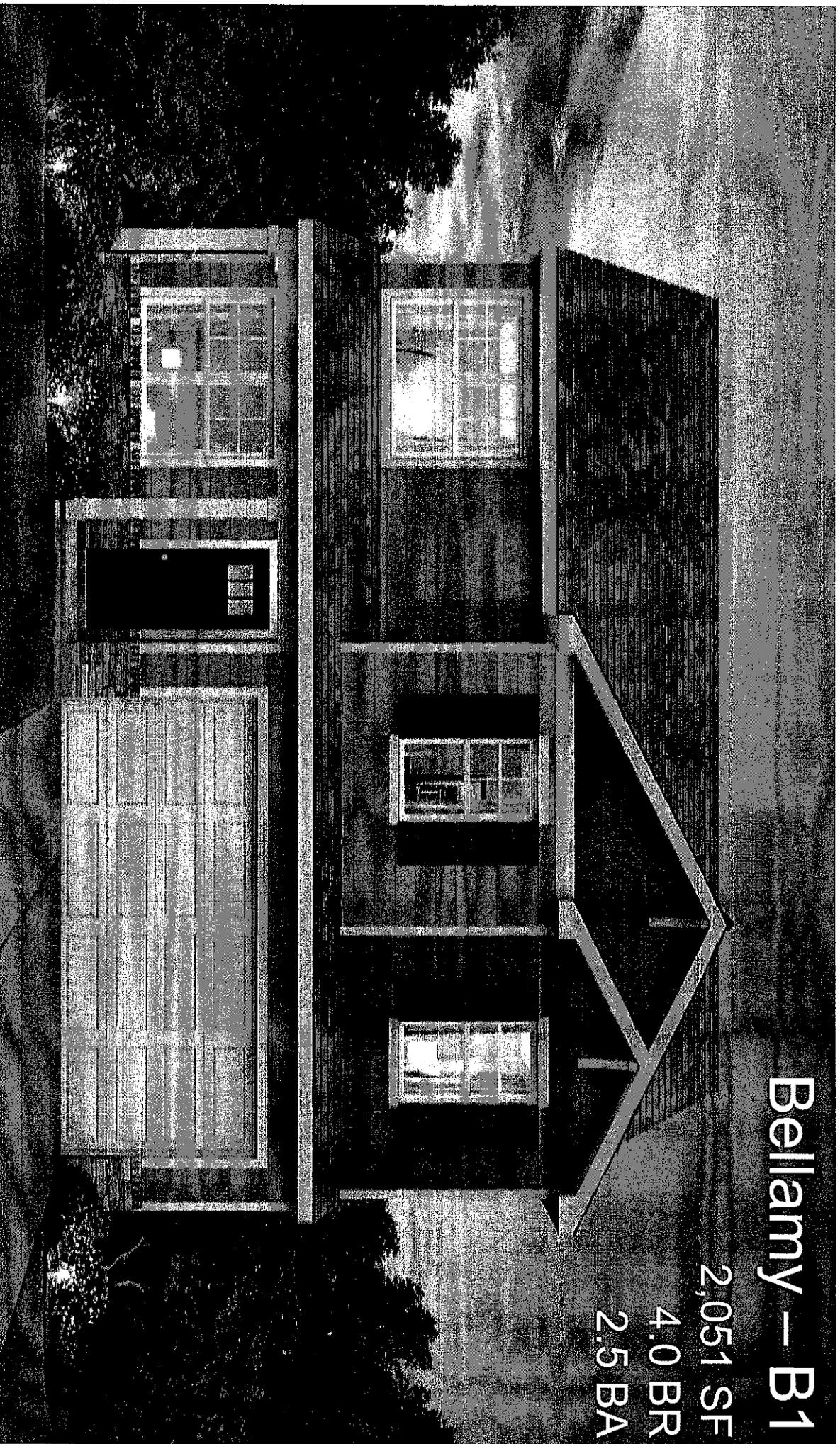


Bellamy -- A3

2,051 SF

4.0 BR

2.5 BA

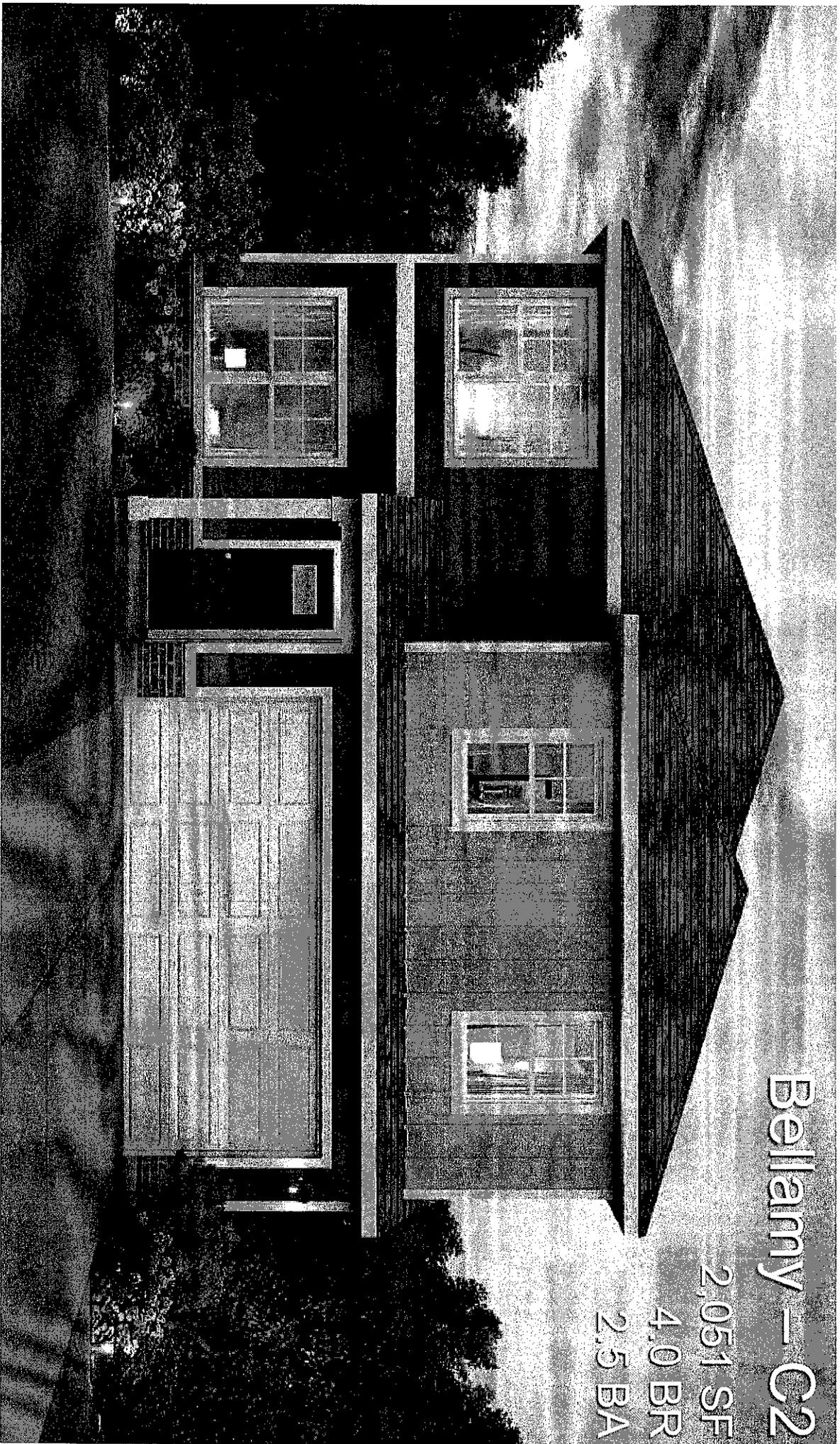


Bellamy – B1

2,051 SF

4.0 BR

2.5 BA

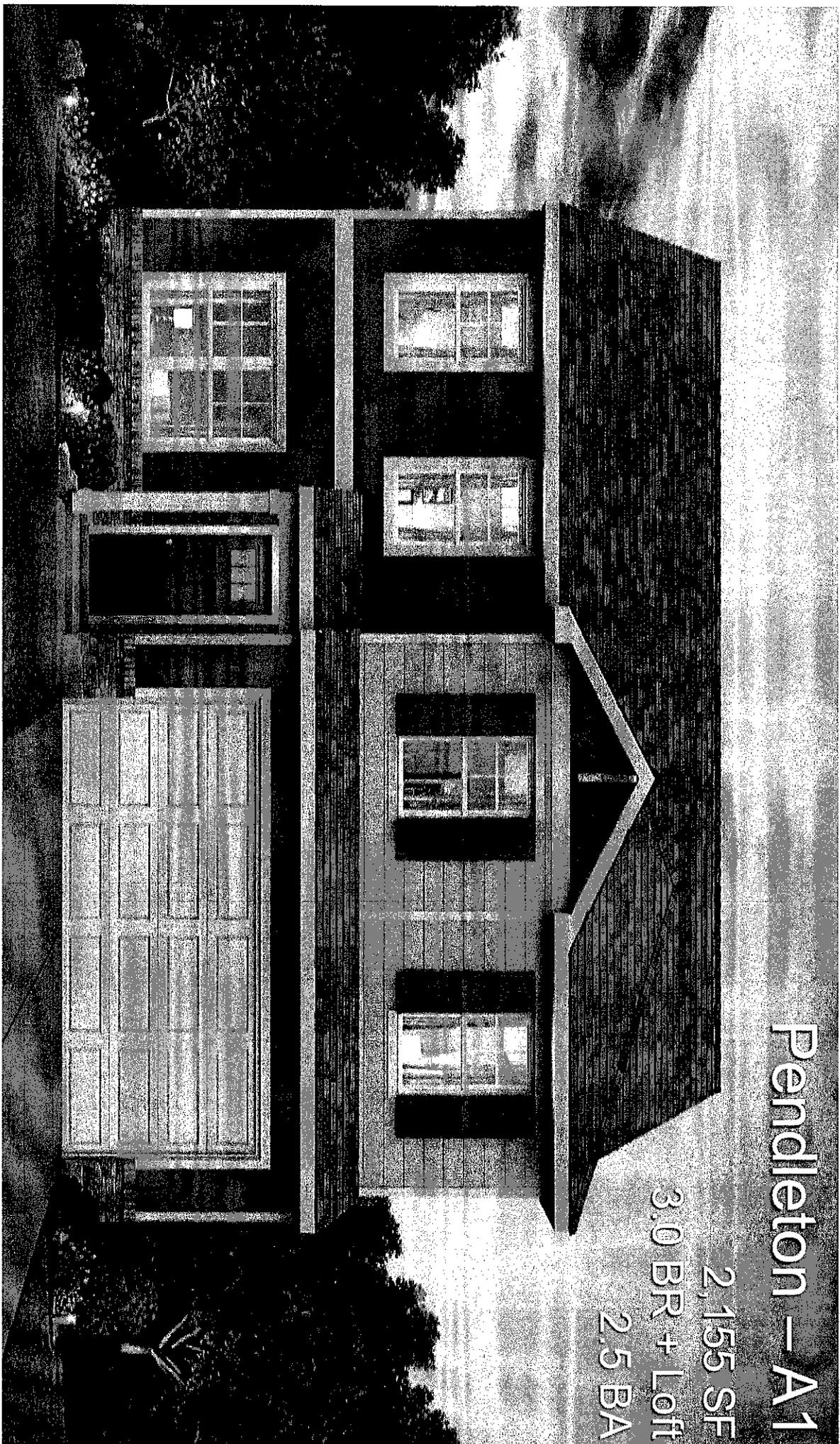


Bellanny – C2

2,051 SF

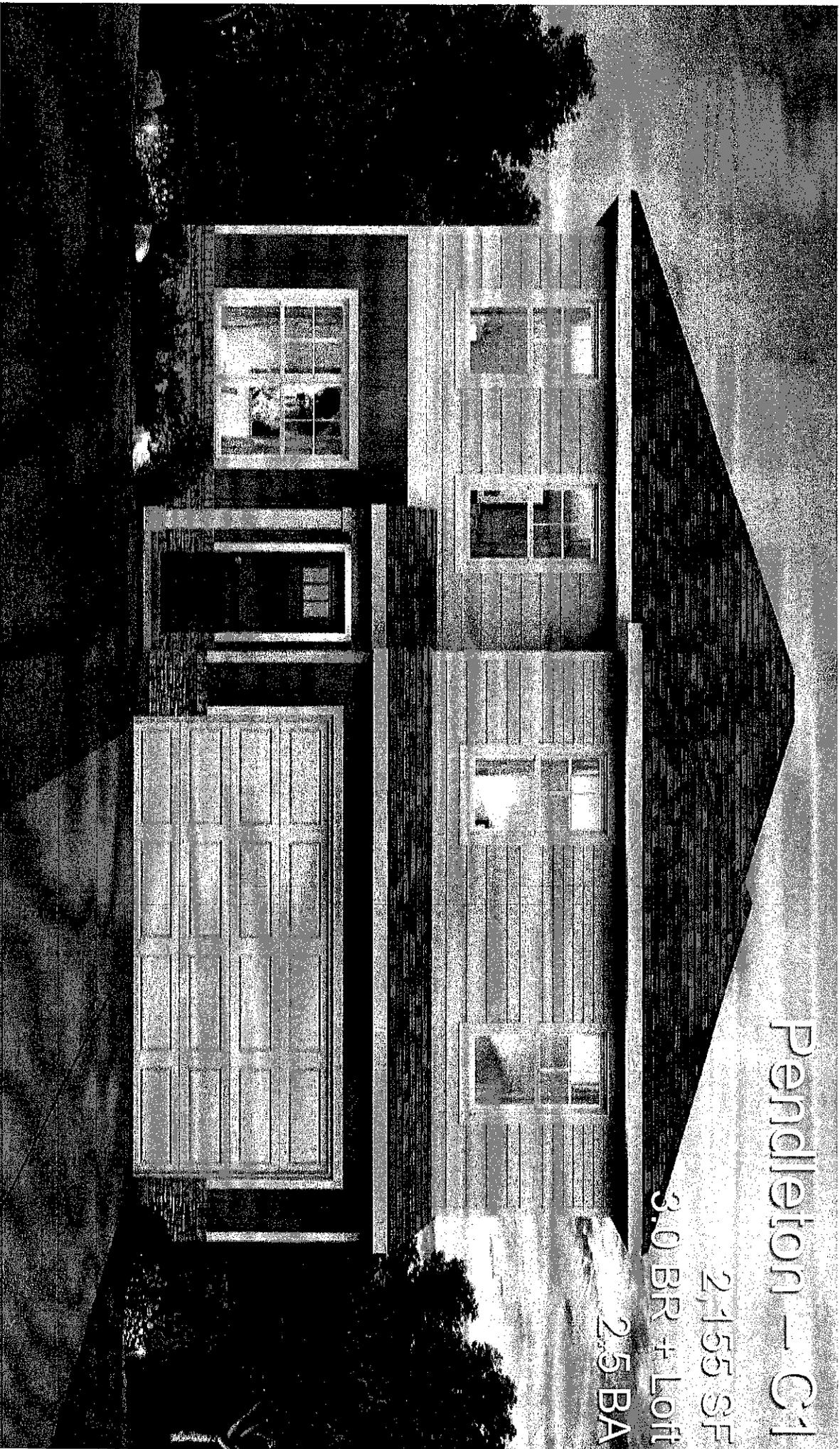
4.0 BR

2.5 BA



Pendleton – A1

2,155 SF
3.0 BR + Loft
2.5 BA

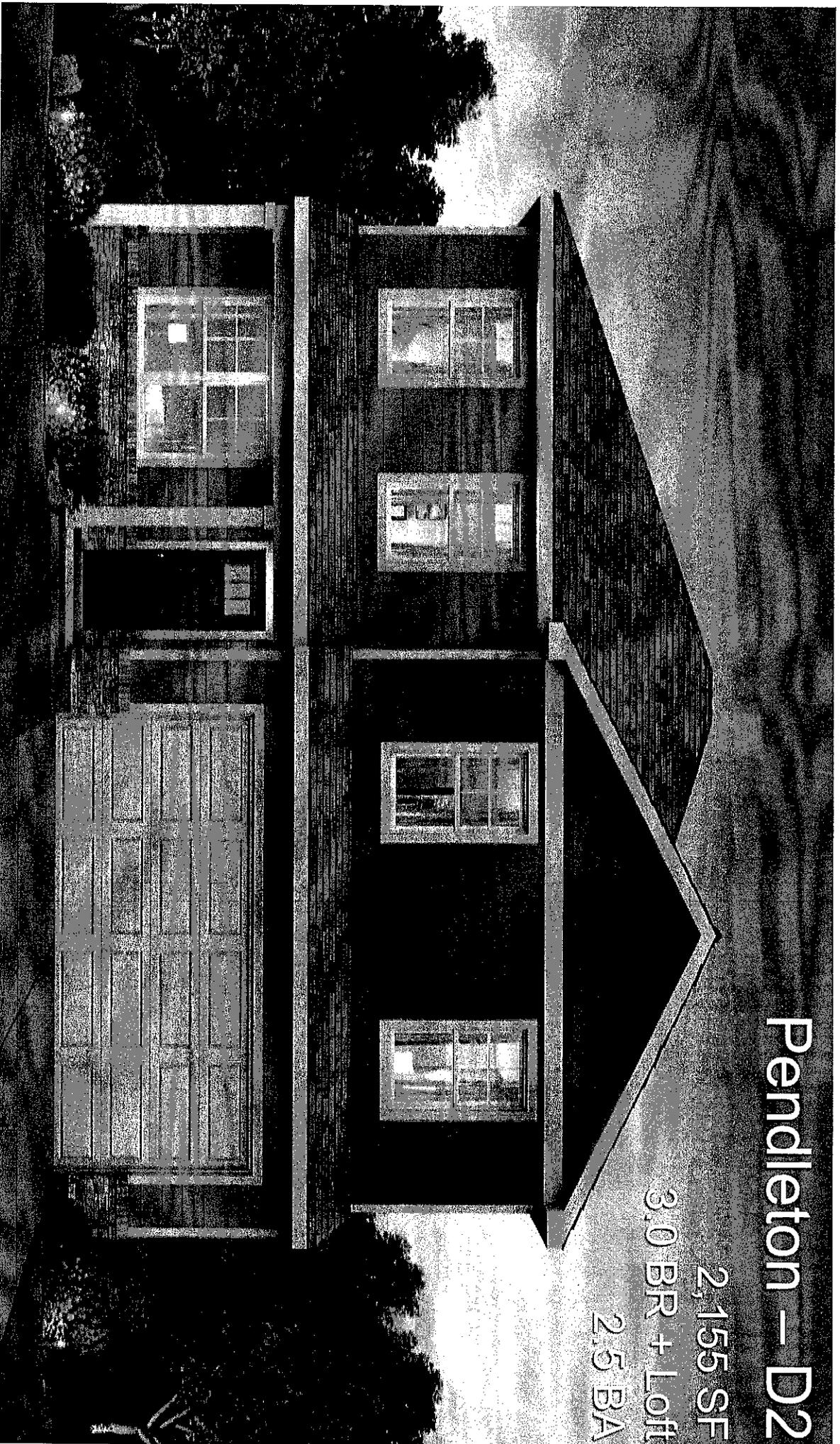


Pendleton - C1

2,155 SF

3.0 BR + LOFT

2.5 BA

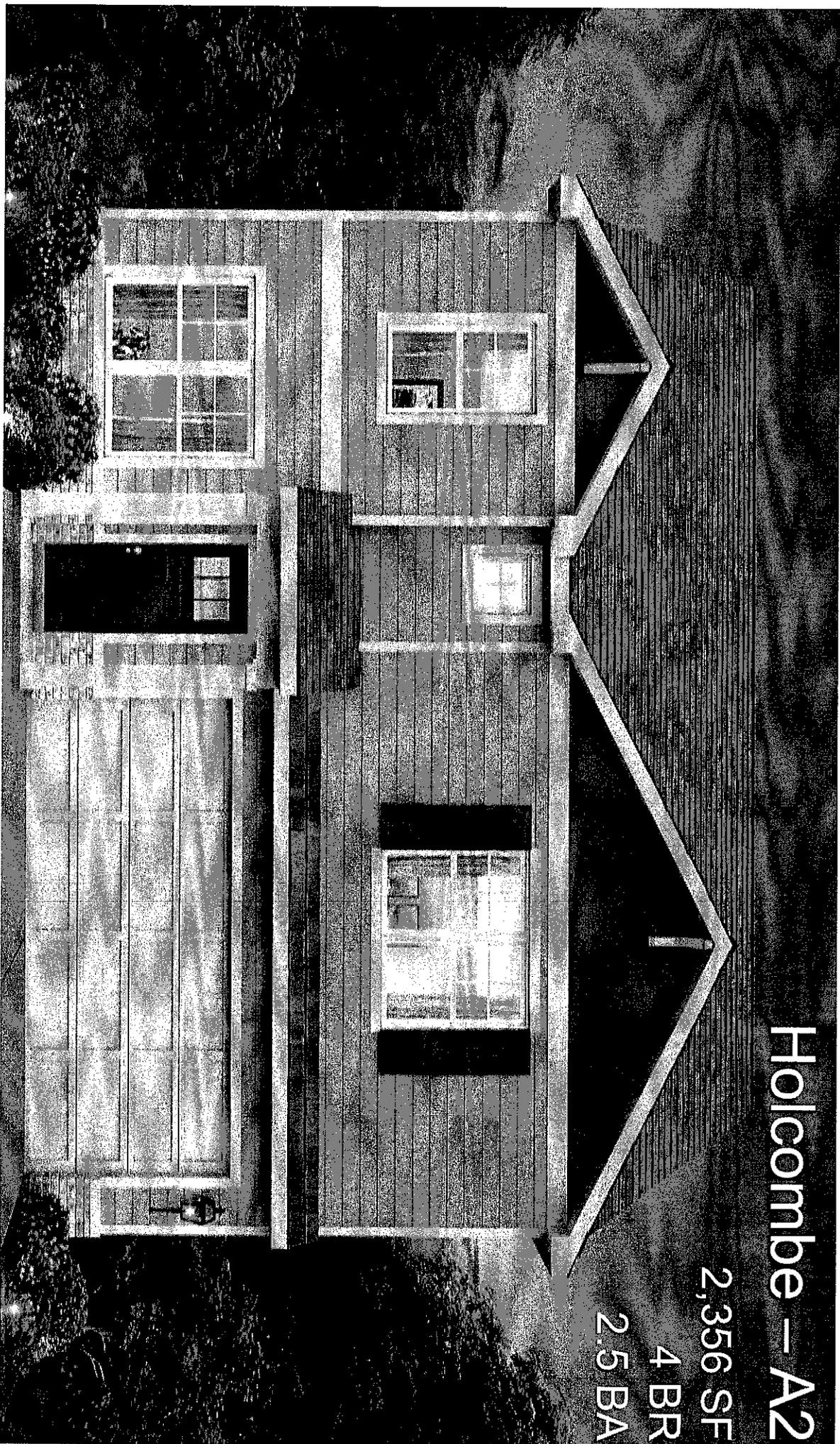


Pendleton – D2

2,155 SF

3.0 BR + Loft

2.5 BA

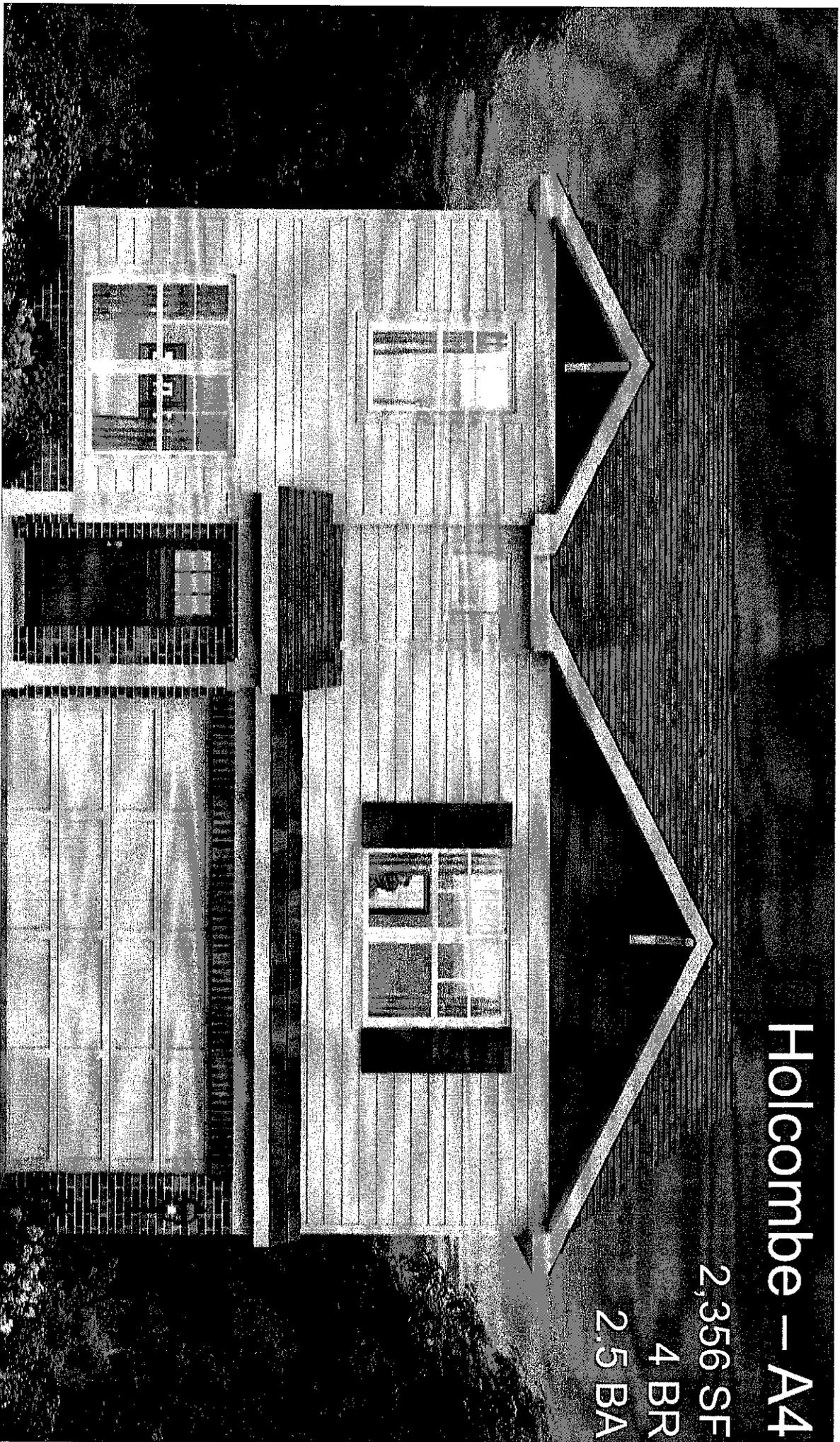


Holcombe -- A2

2,356 SF

4 BR

2.5 BA

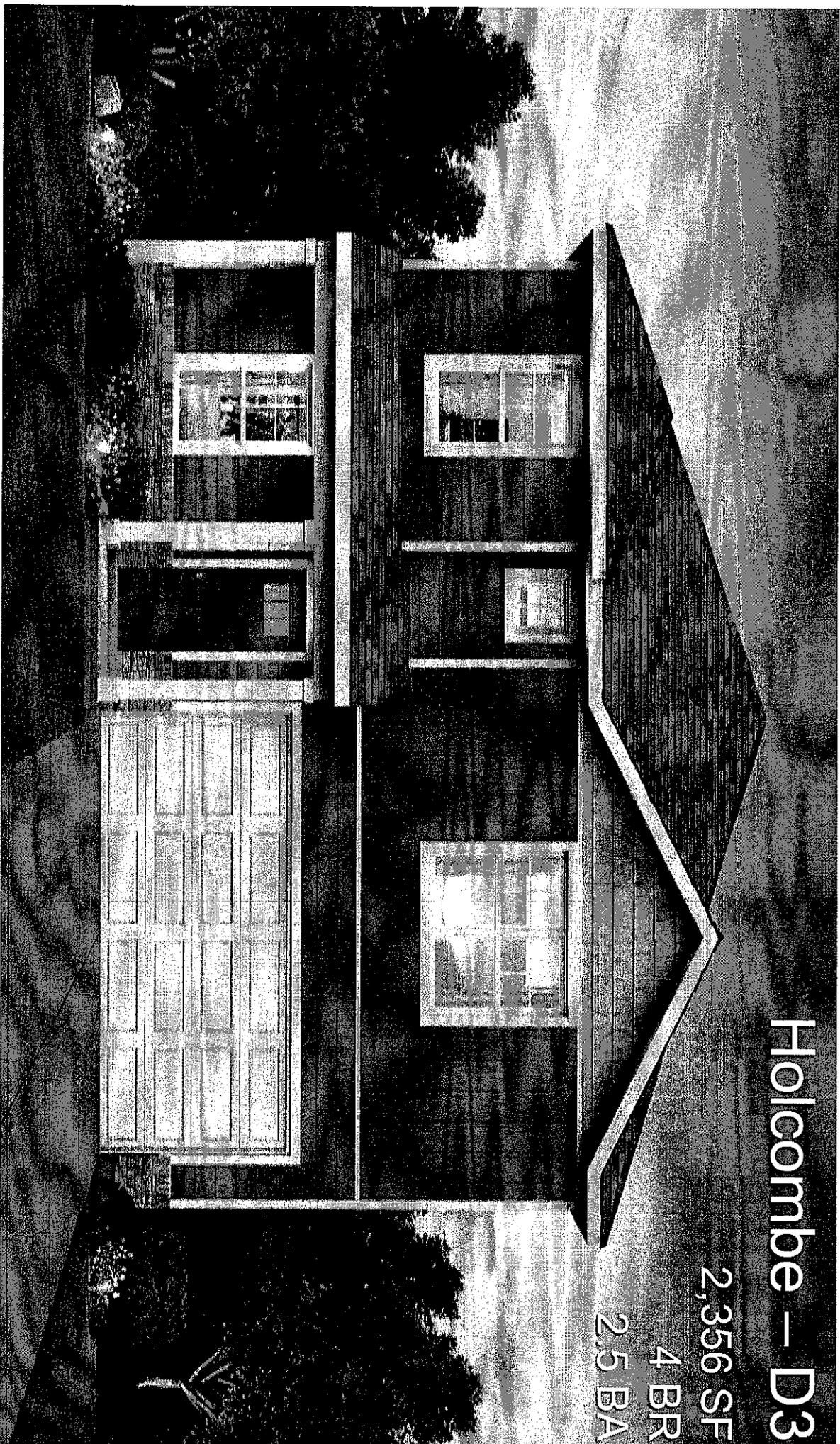


Holcombe -- A4

2,356 SF

4 BR

2.5 BA

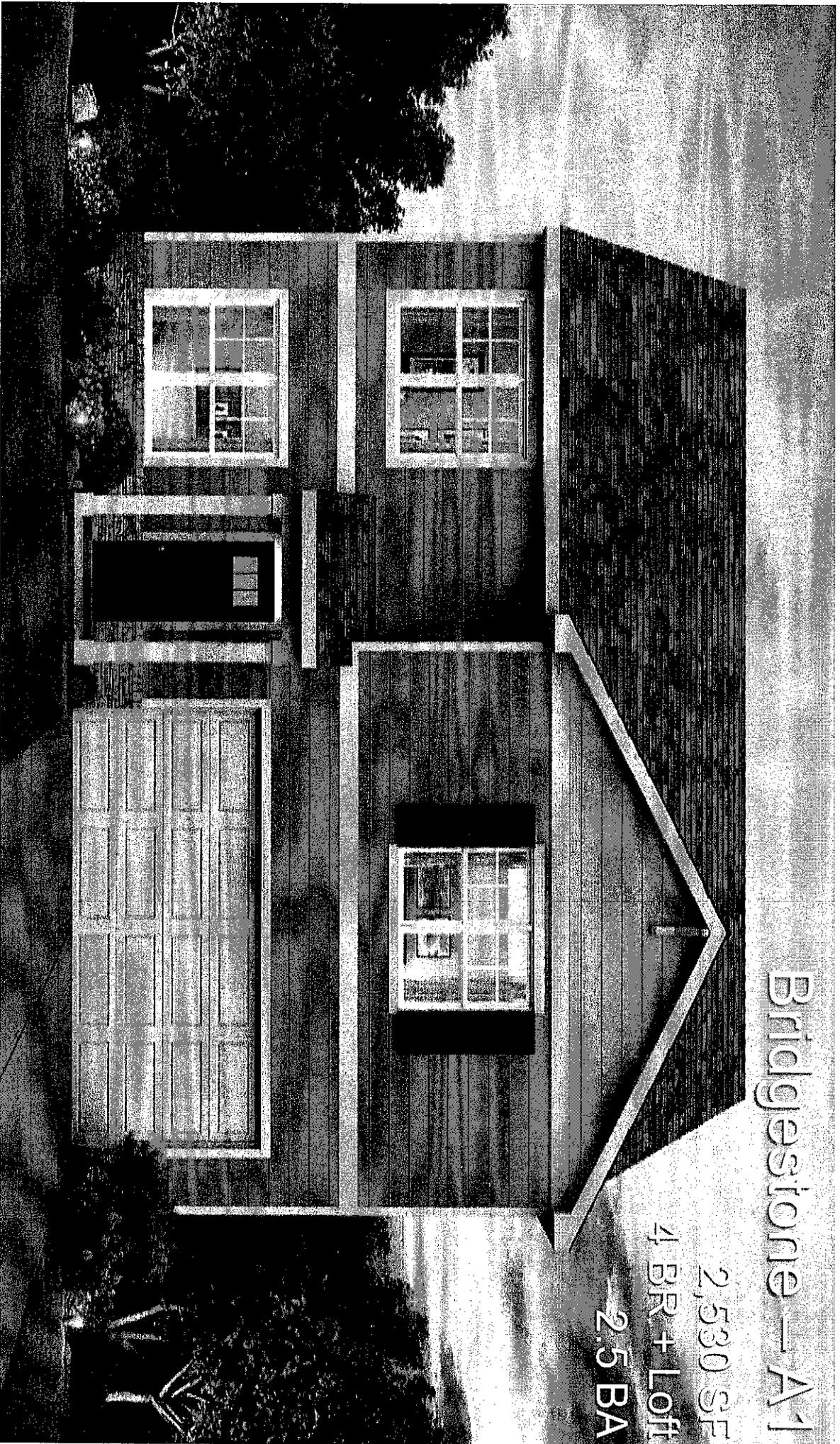


Holcombe -- D3

2,356 SF

4 BR

2.5 BA

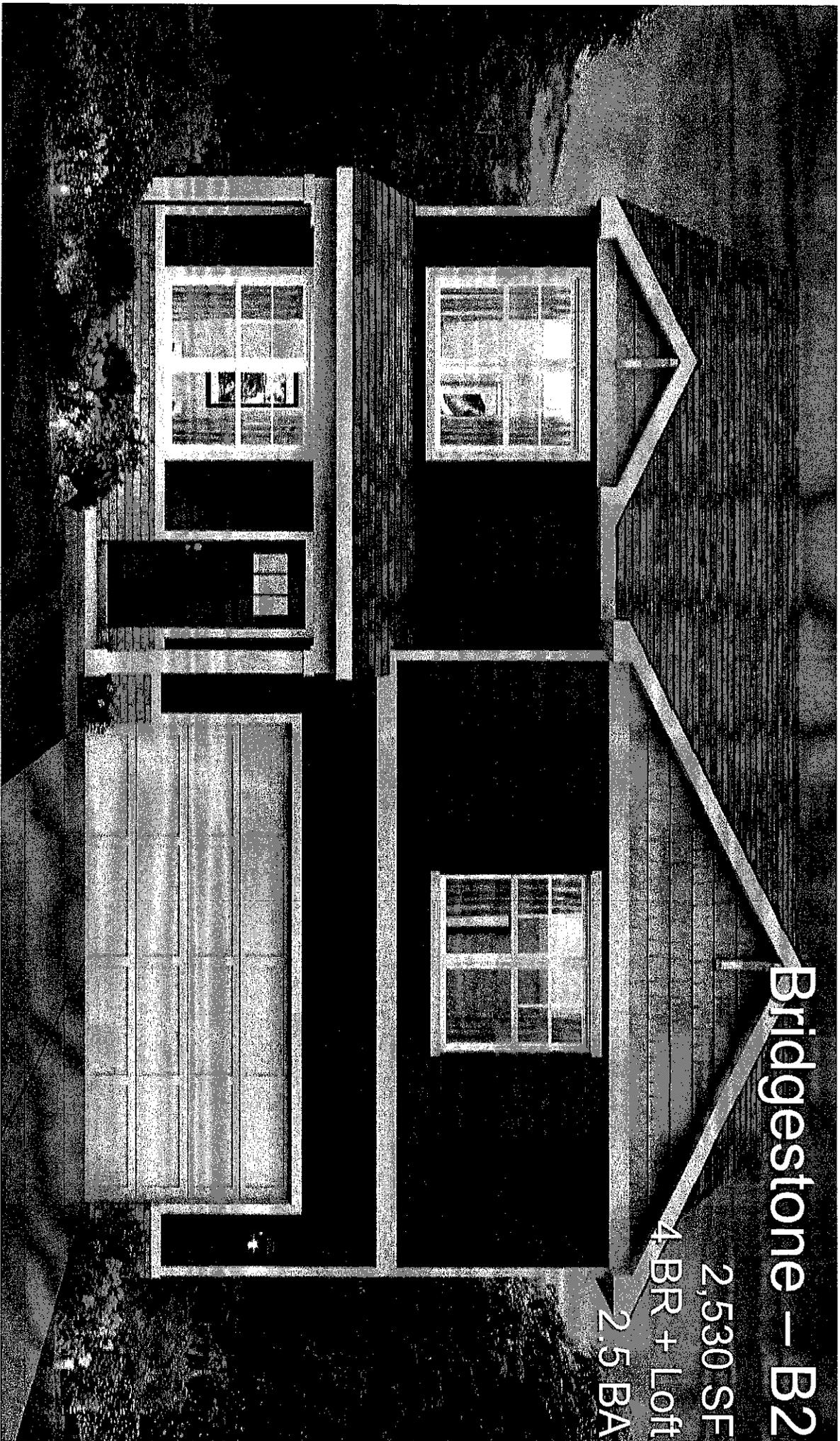


Bridgestone — A1

2,530 SF

4 BR + Loft

— 2.5 BA

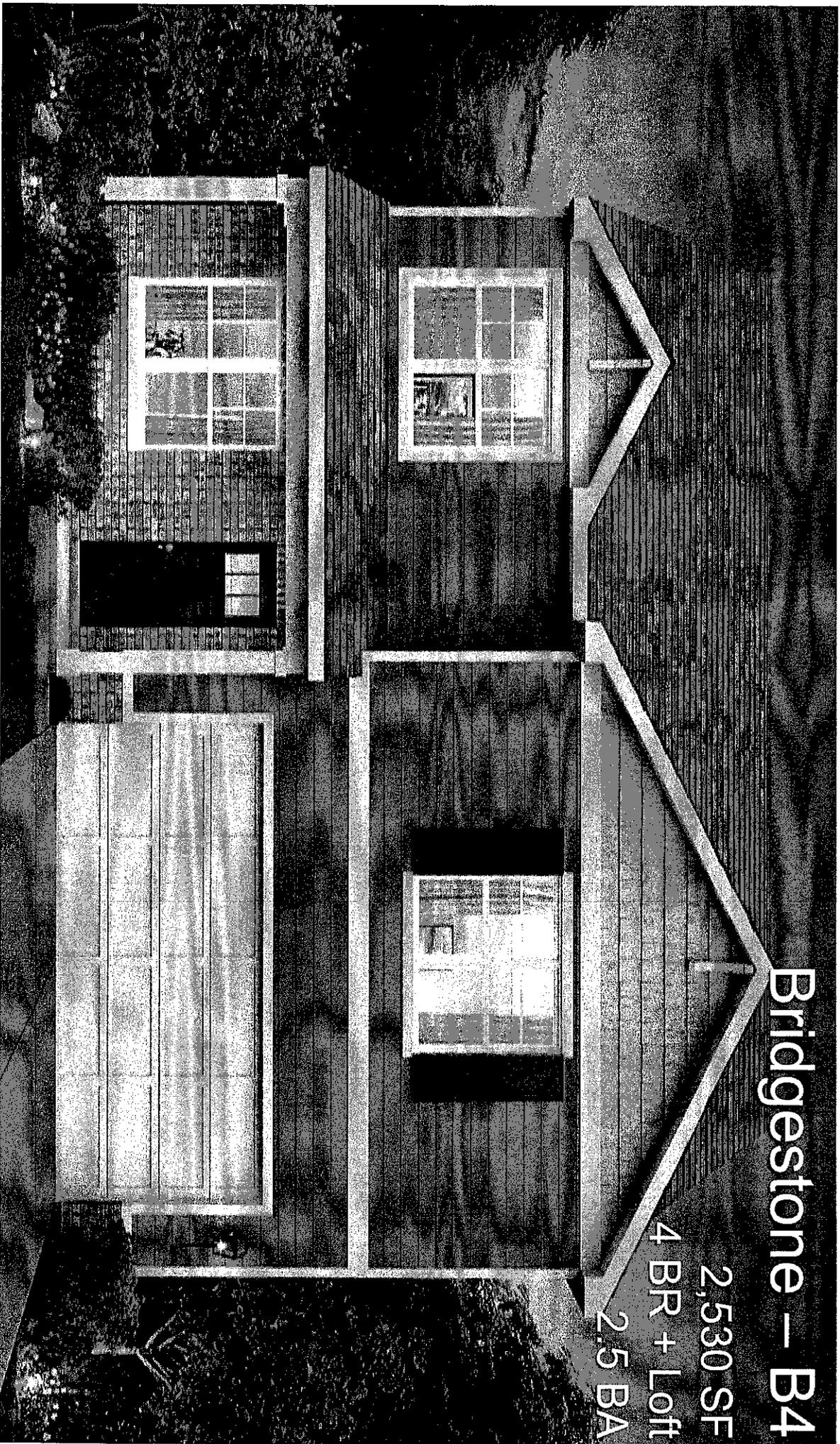


Bridgestone -- B2

2,530 SF

4 BR + Loft

2.5 BA



Bridgestone – B4

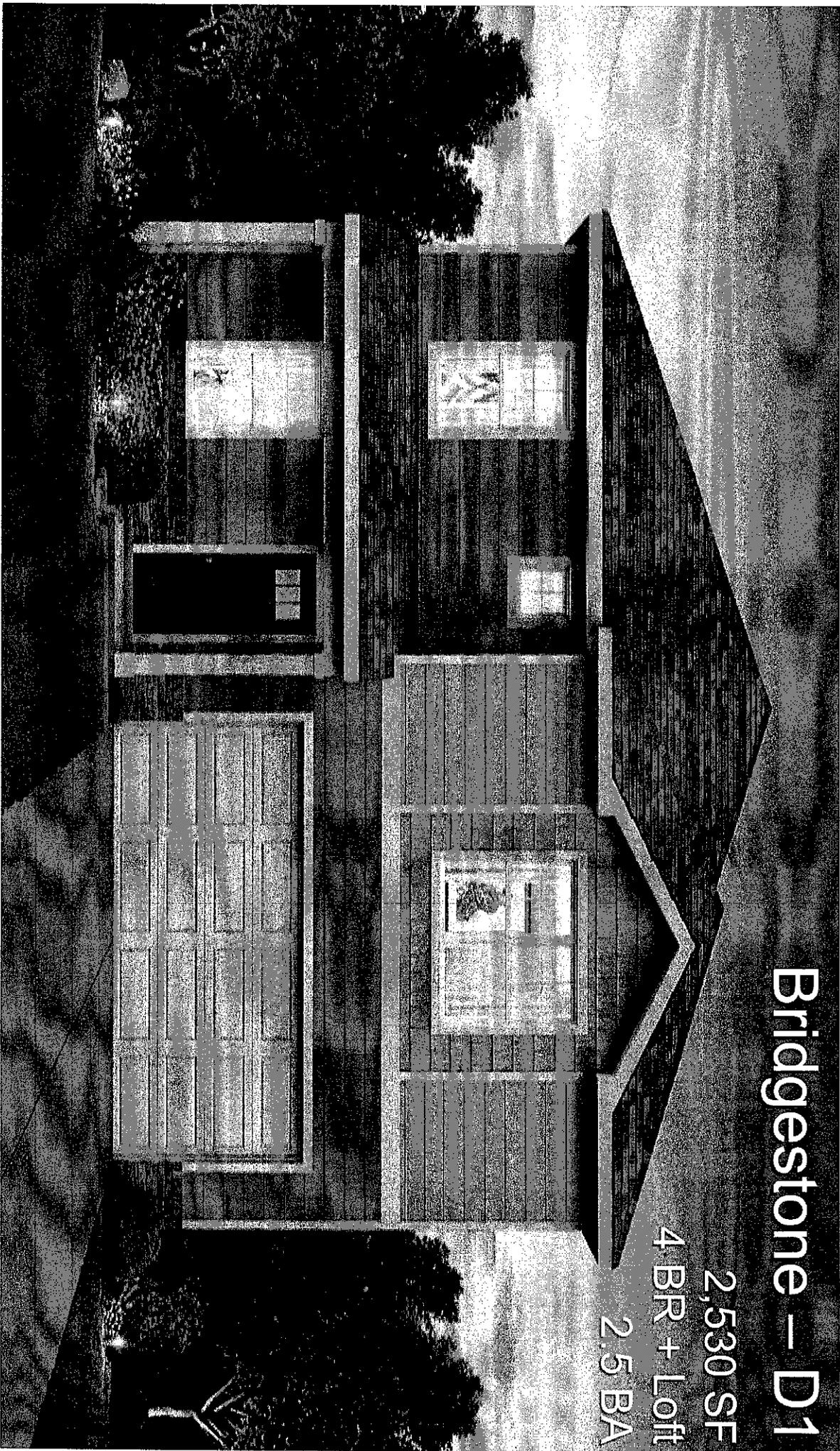
2,530 SF

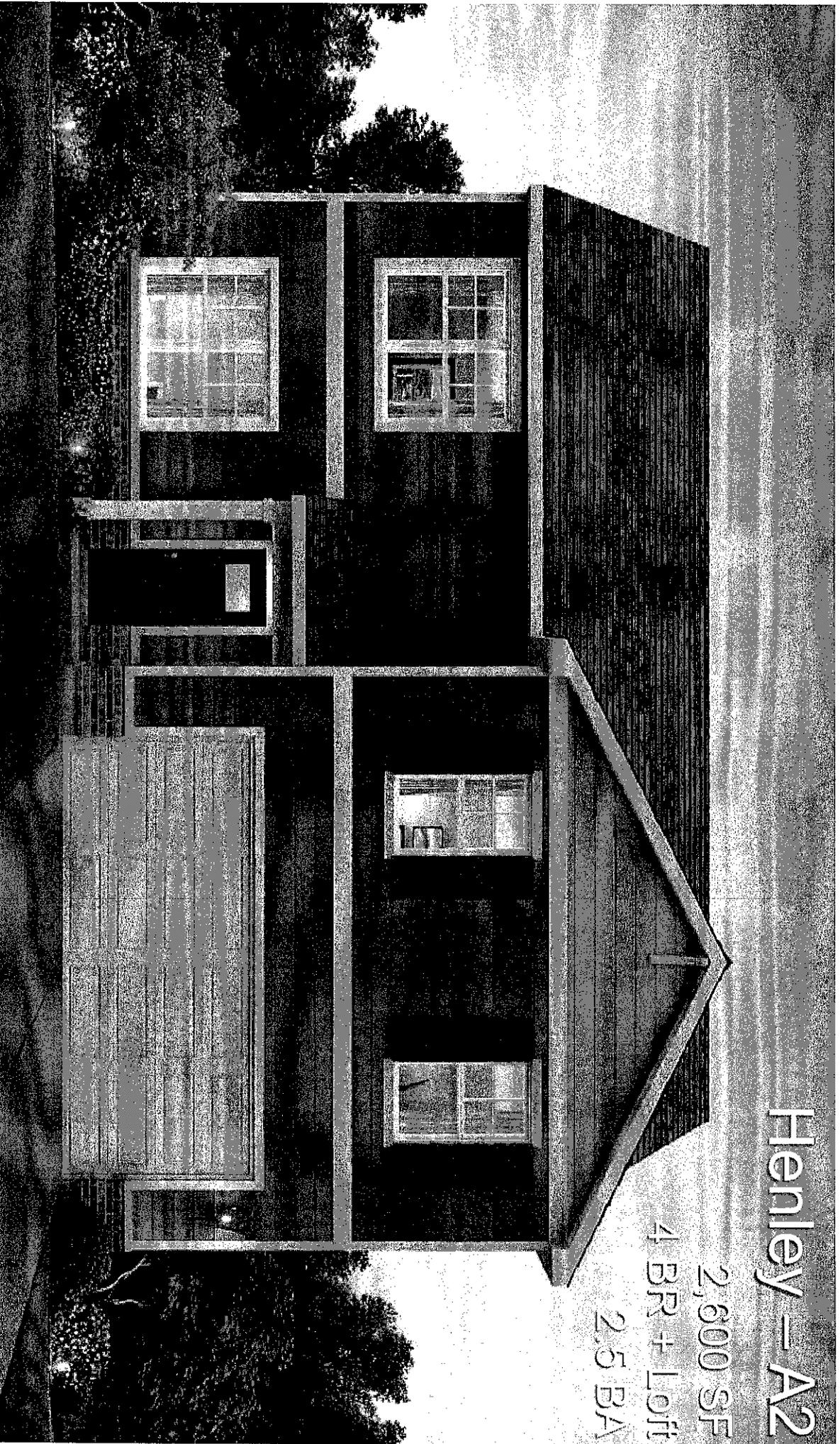
4 BR + Loft

2.5 BA

Bridgestone – D1

2,530 SF
4 BR + Loft
2.5 BA



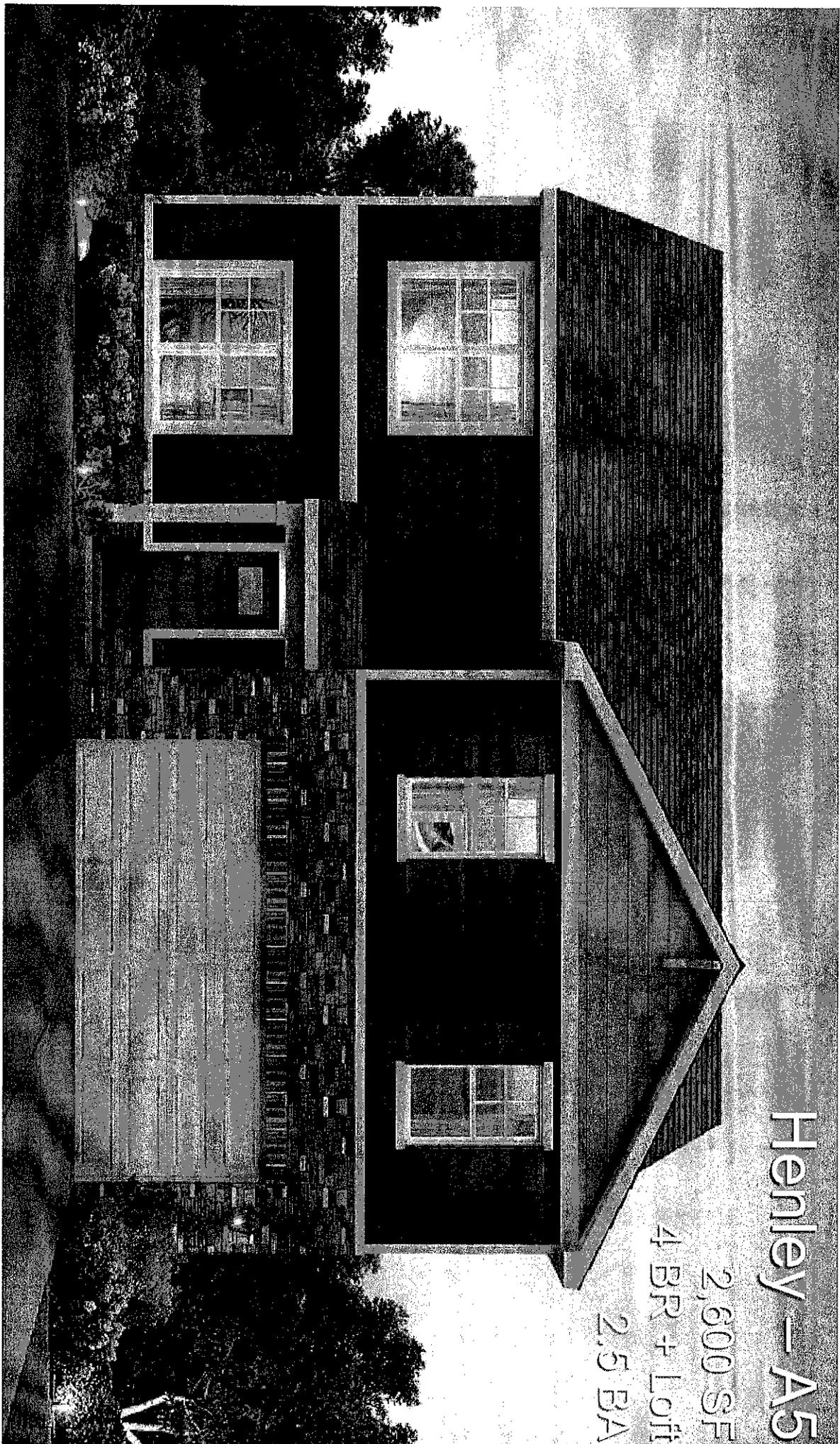


Henley - A2

2,600 SF

4 BR + Loft

2.5 BA



Henley - A5

2,600 SF
4 BR + Loft
2.5 BA

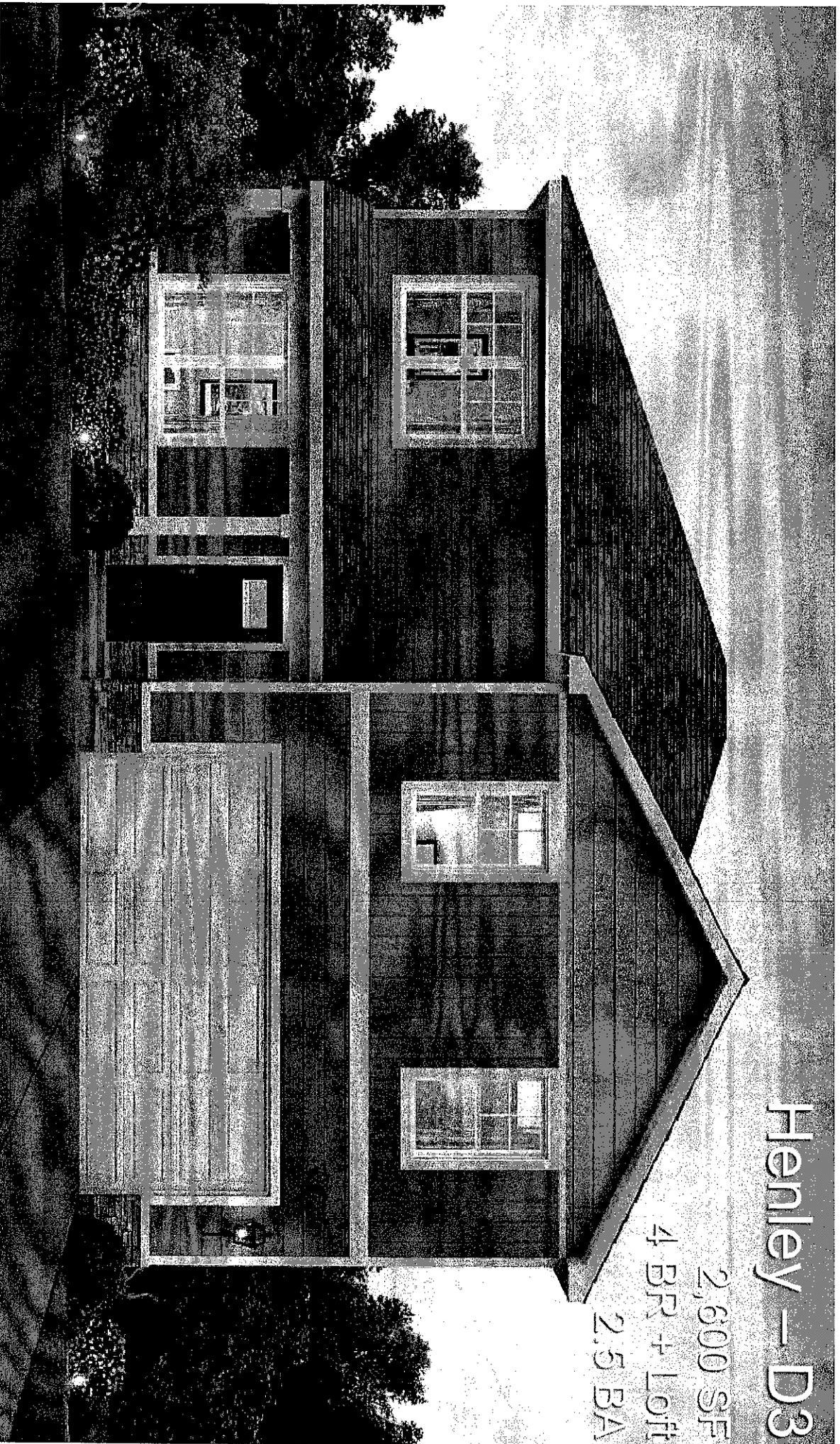


Henley - B2

2,600 SF

4 BR + Loft

2.5 BA

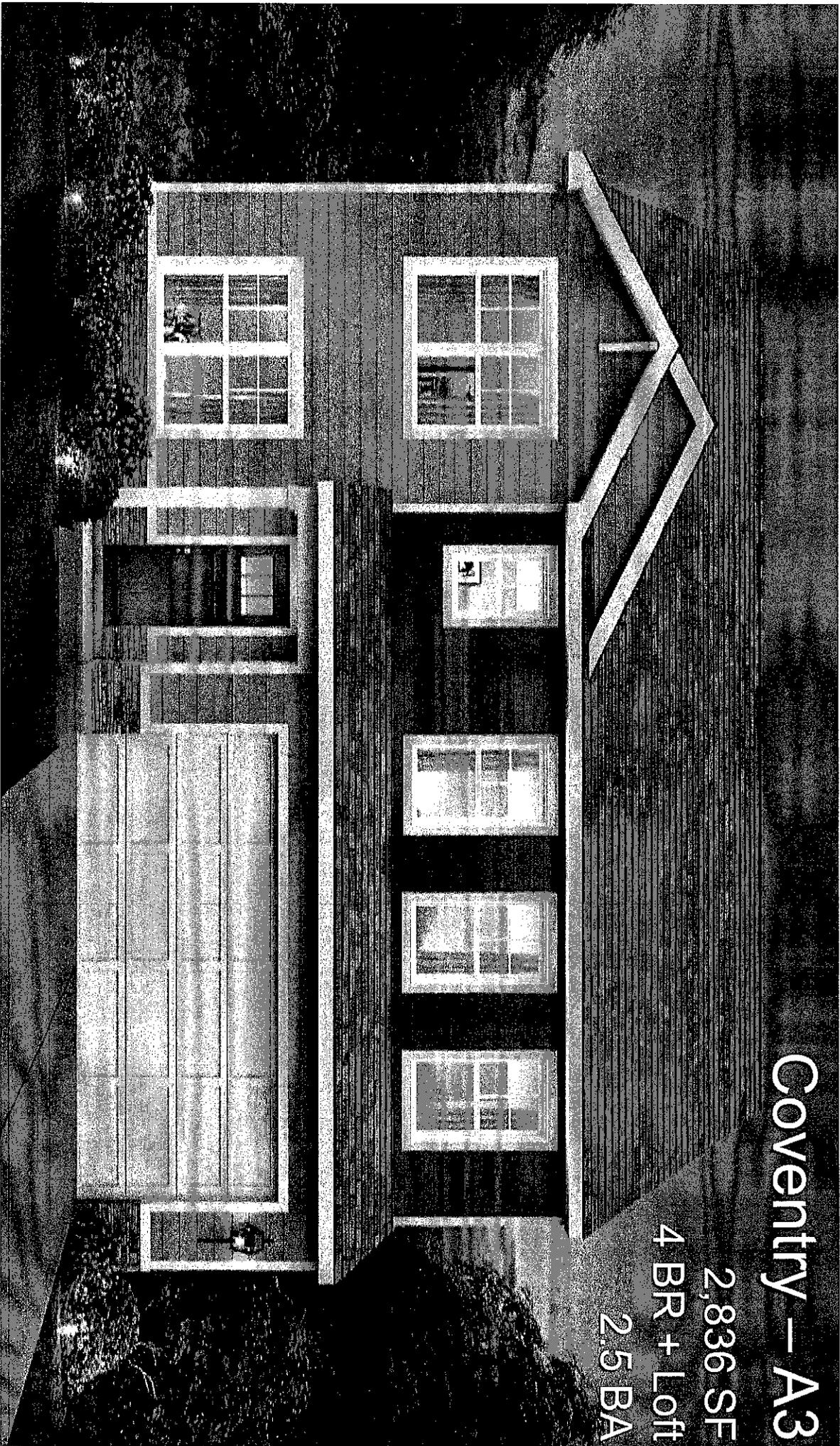


Henley - D3

2,600 SF

4 BR + Loft

2.5 BA

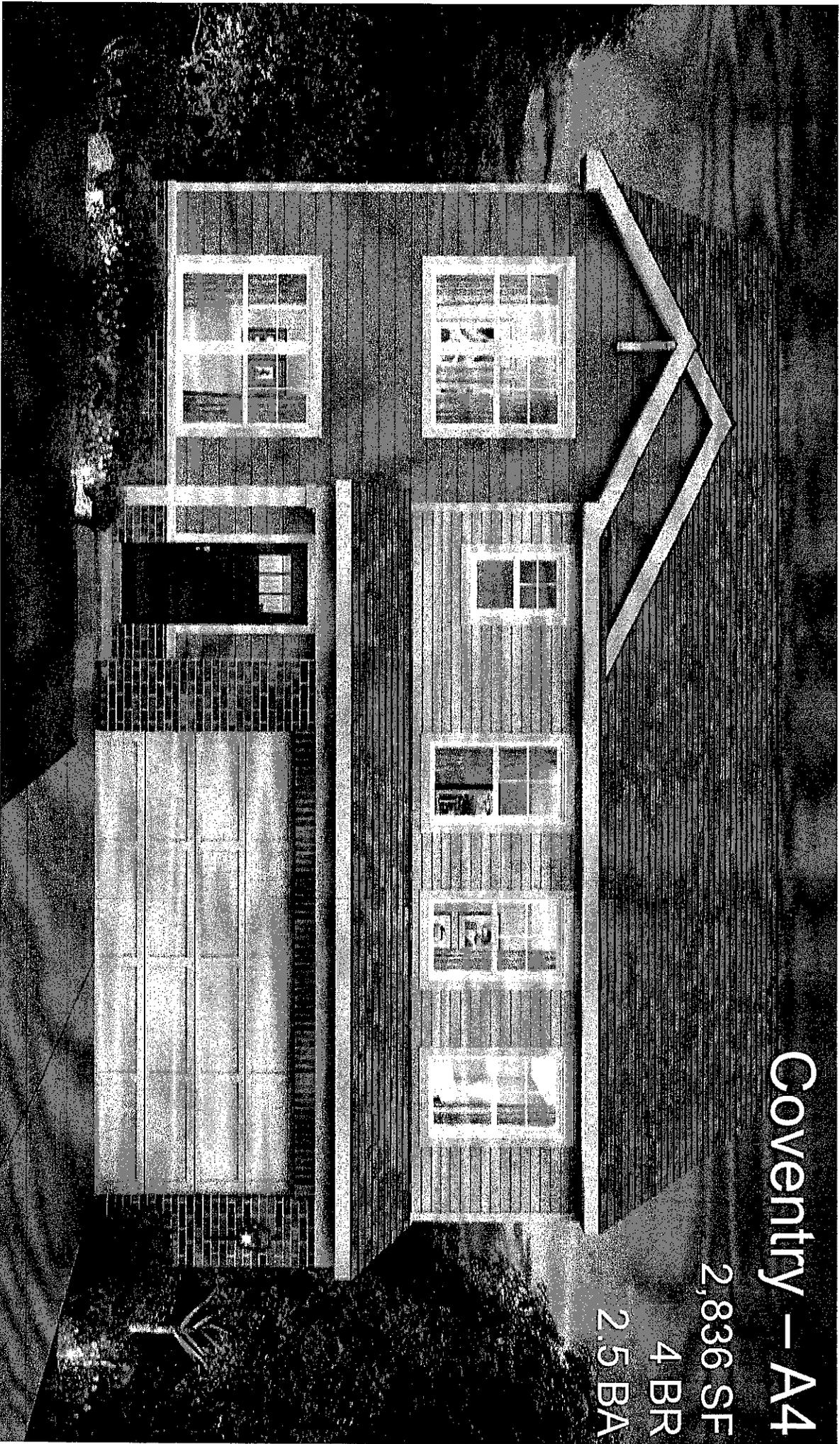


Coventry - A3

2,836 SF

4 BR + Loft

2.5 BA

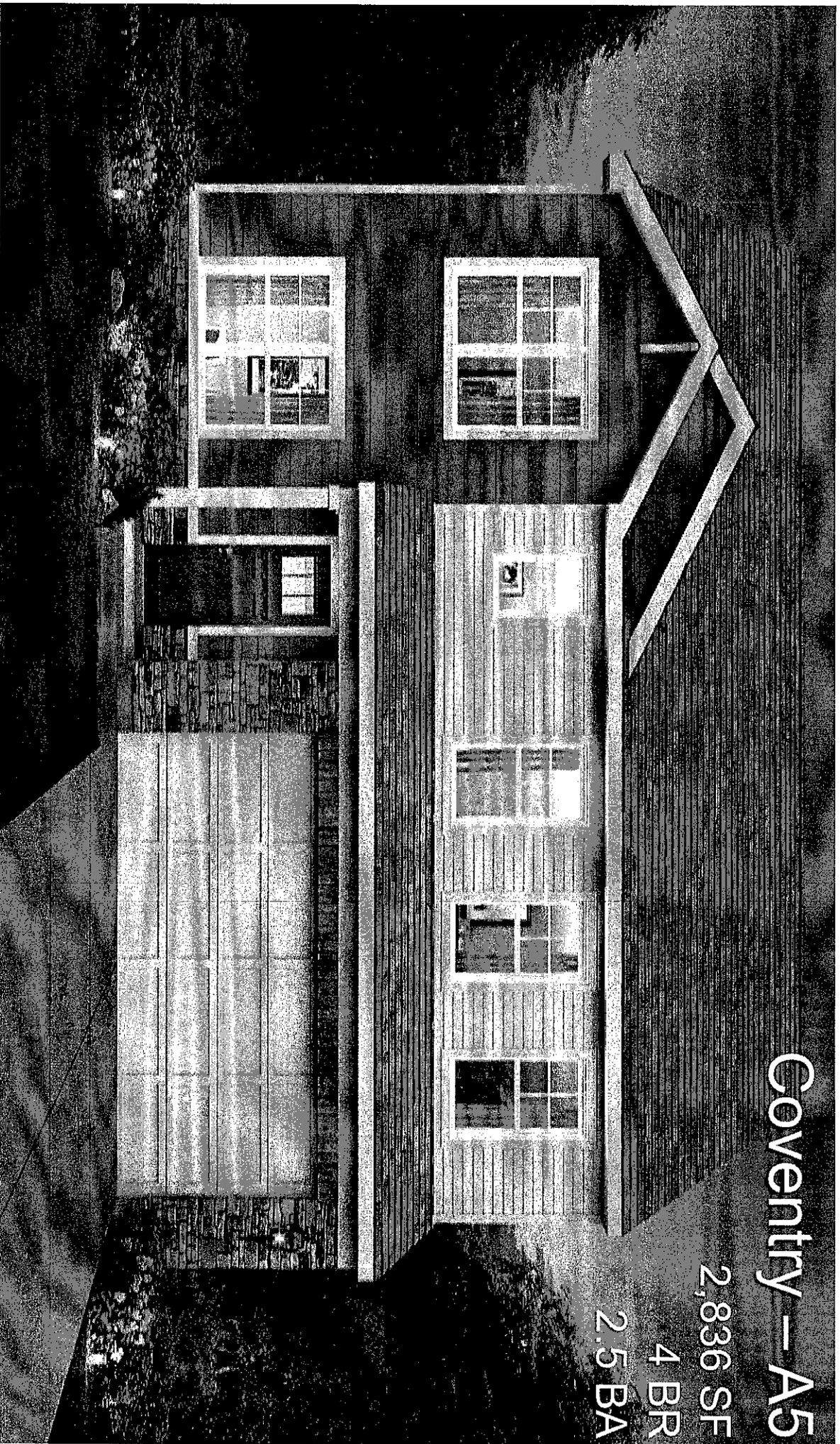


Coventry – A4

2,836 SF

4 BR

2.5 BA

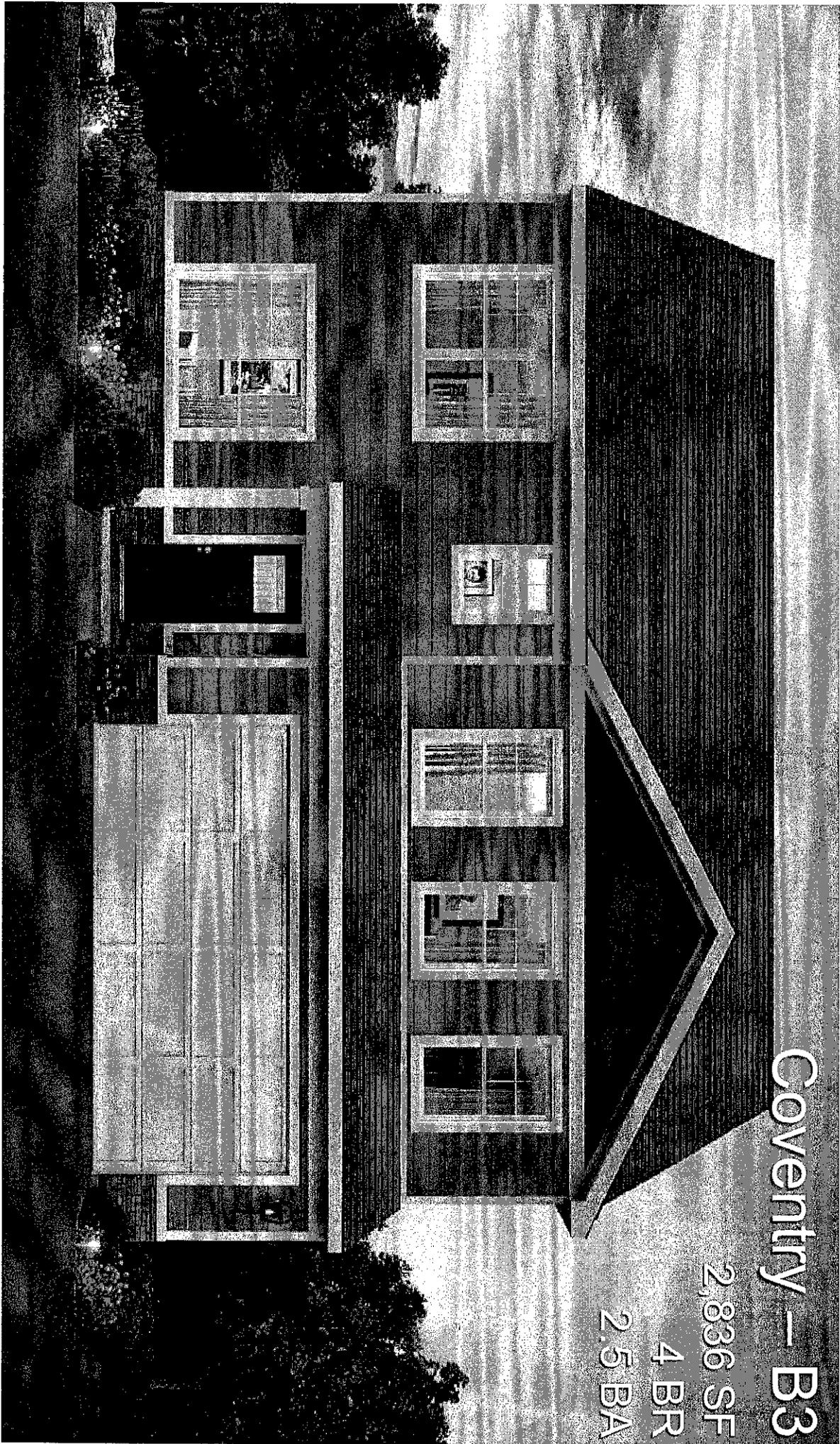


Coventry — A5

2,836 SF

4 BR

2.5 BA

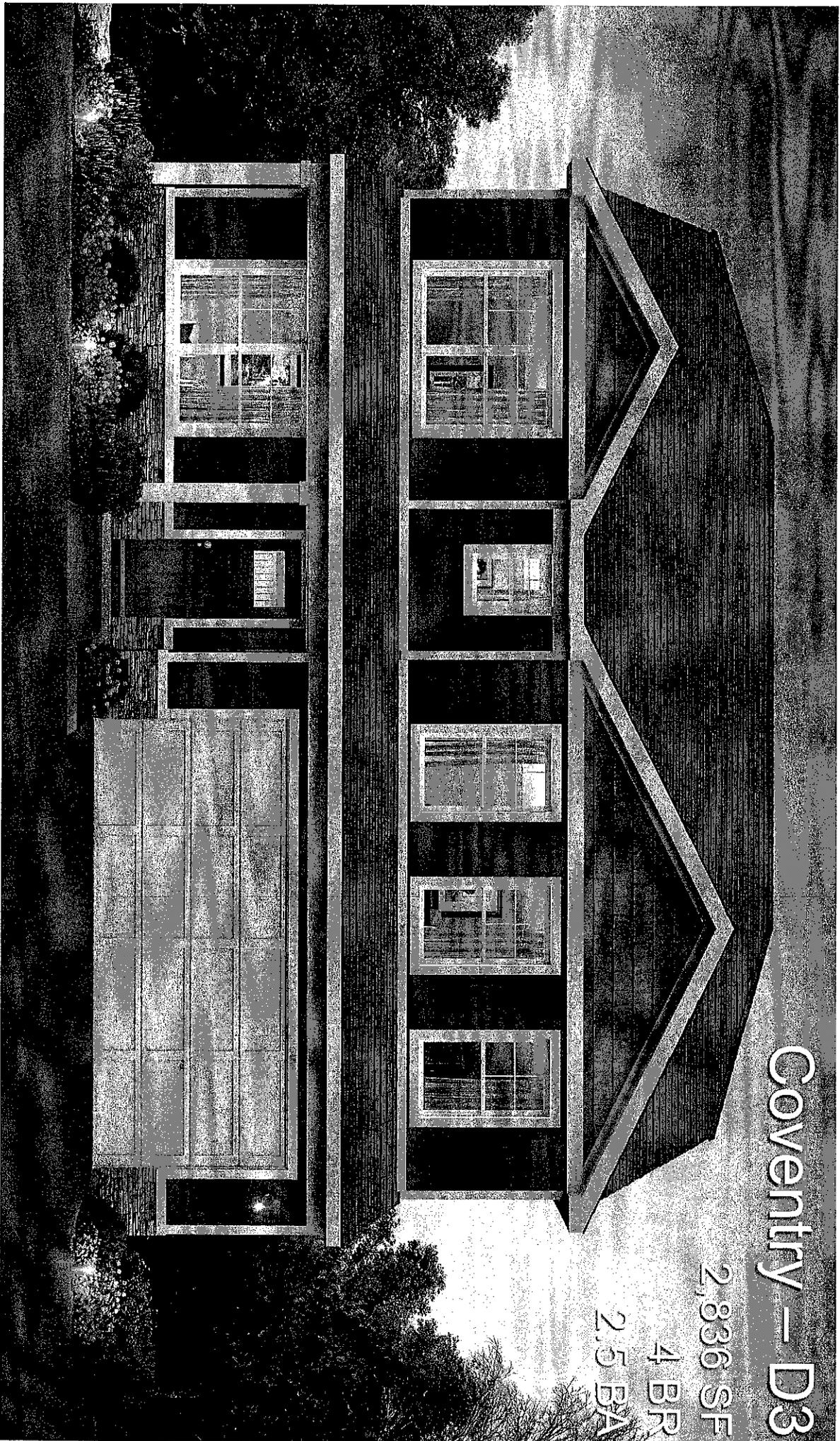


Coventry - B3

2,836 SF

4 BR

2.5 BA



Coventry - D3

2,836 SF

4 BR

2.5 BA

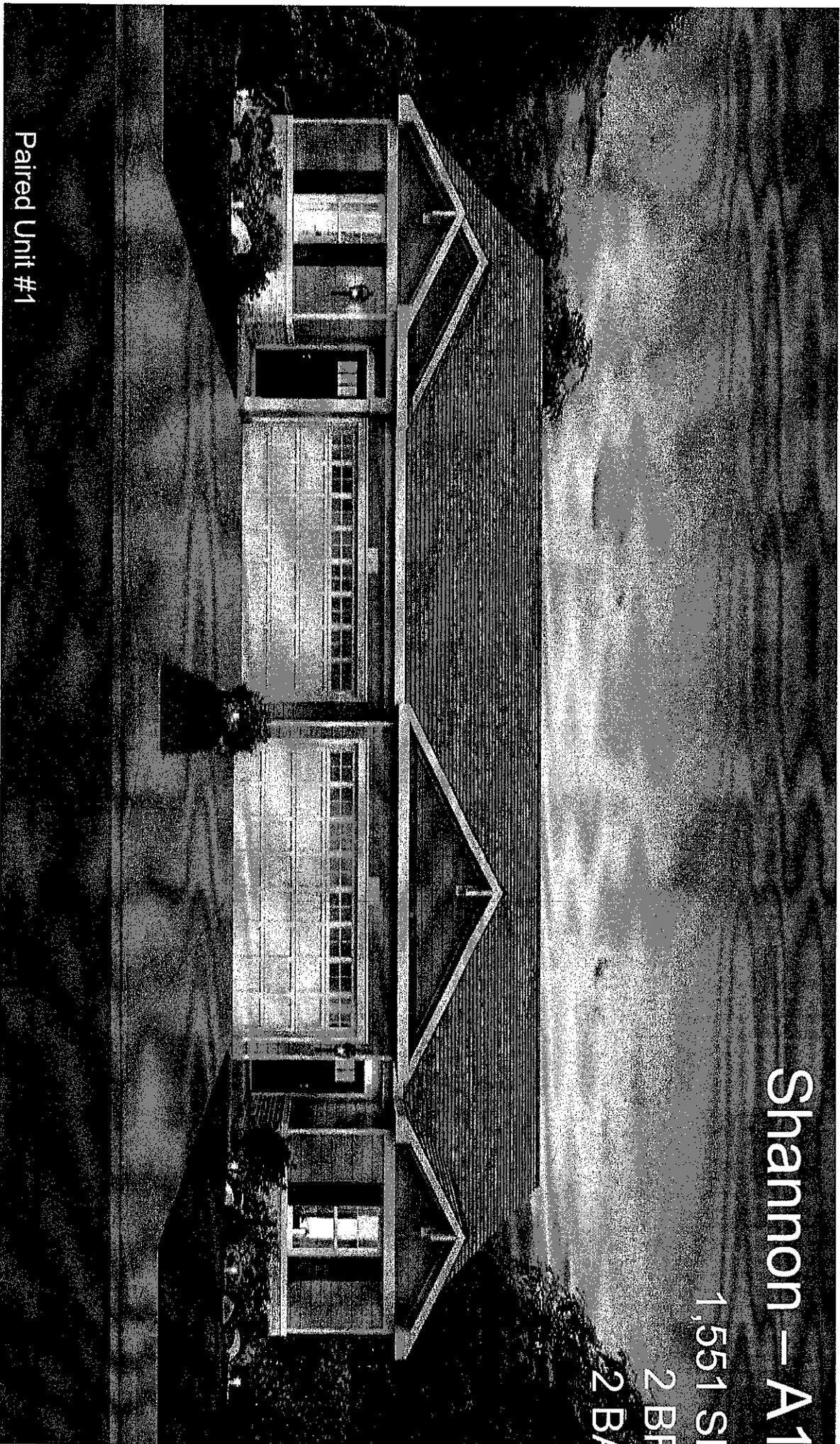
Shannon – A1

1,551 SF

2 BR

2 BA

Paired Unit #1



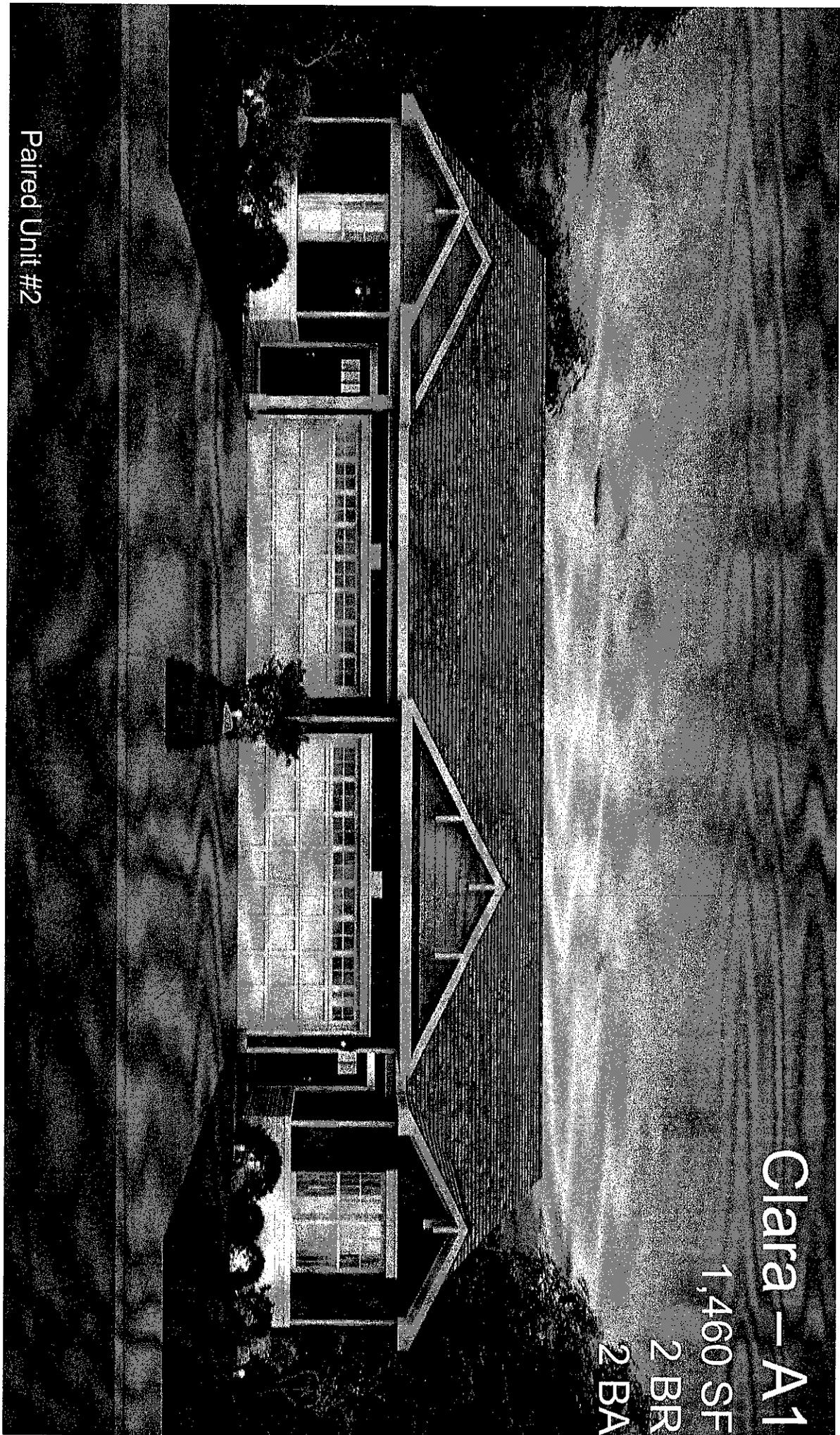
Clara -- A1

1,460 SF

2 BR

2 BA

Paired Unit #2



Bradwell -- A1

1,359 SF

2.0 BR + Loft

2.5 BA

Stirling -- A1

1,571 SF

2.0 BR + Loft

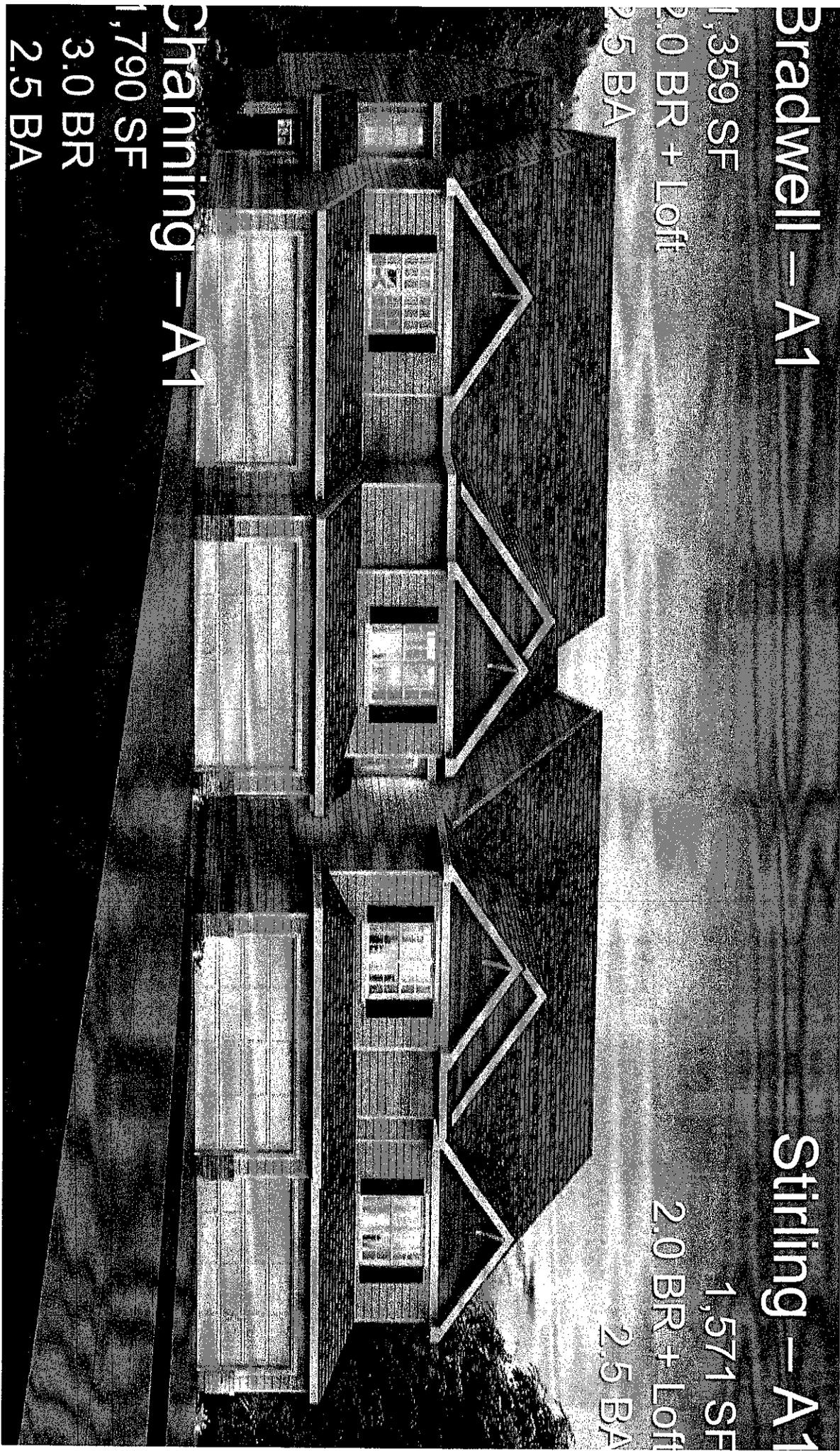
2.5 BA

Channing -- A1

1,790 SF

3.0 BR

2.5 BA



**EXHIBIT F TO
DECLARATION FOR CRESSMOOR ESTATES**

Landscape Plans

Typical Foundation
Landscape Packages

CRESSMOOR ESTATES

DR HORTON CHICAGO

June 30, 2021

INDEX OF SHEETS

TRADITIONAL SINGLE FAMILY

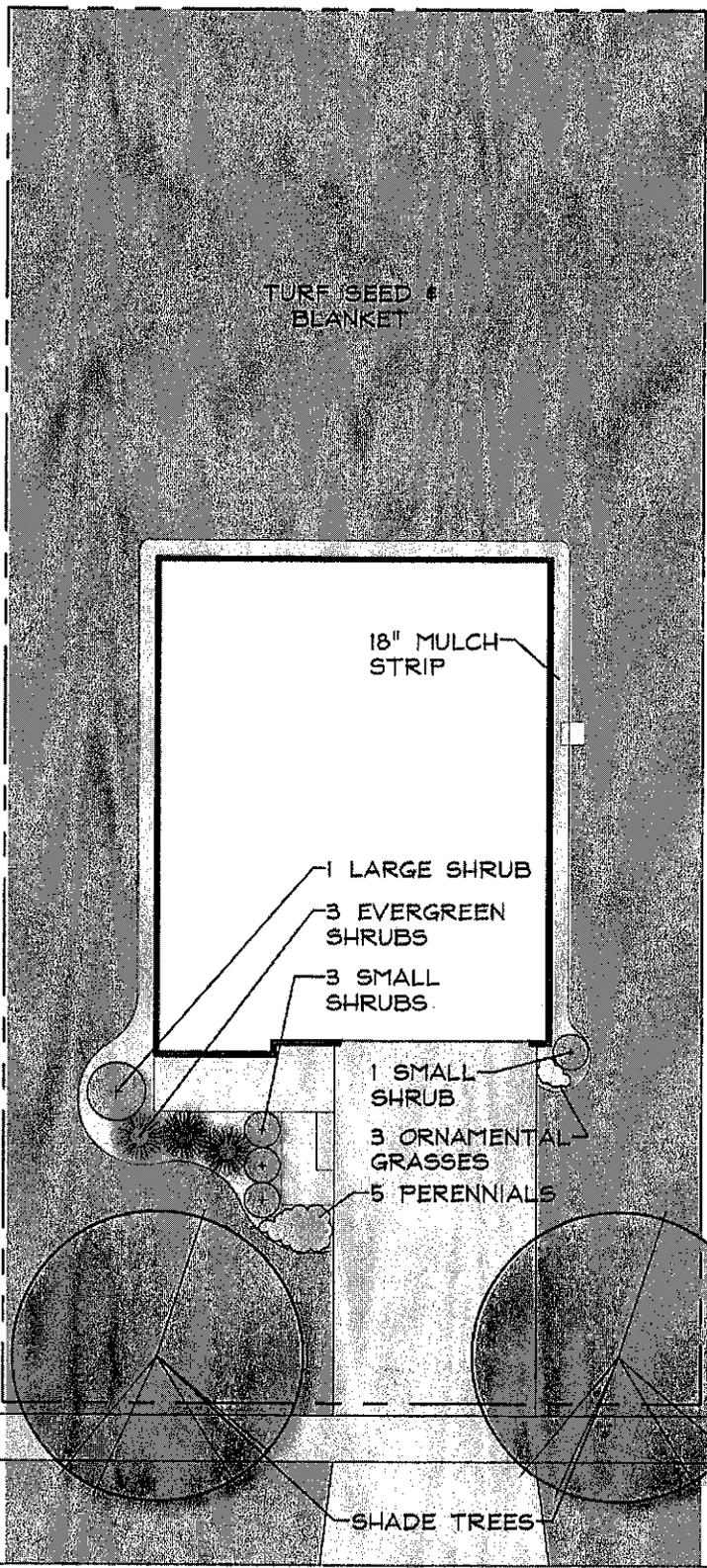
Option #1	Sheet 1
Option #2	Sheet 2
Option #3	Sheet 3

PLANT LIST	Sheet 4
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D·R·HORTON®
America's Builder



GARY R. WEBER
ASSOCIATES, INC.



TURF SEED +
BLANKET

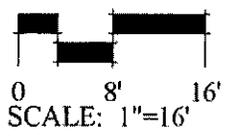
18" MULCH STRIP

1 LARGE SHRUB
3 EVERGREEN SHRUBS
3 SMALL SHRUBS

1 SMALL SHRUB
3 ORNAMENTAL GRASSES
5 PERENNIALS

SHADE TREES

NOTE: TWO TREES SHALL BE INSTALLED ALONG THE FRONT YARD BORDER FIVE FEET BEHIND THE SIDEWALK. SUCH TREES SHALL HAVE A MINIMUM CALIPER OF 2 INCHES MEASURED 6 INCHES FROM THE BALL AND BE OF A SPECIES TYPE APPROVED BY THE MUNICIPALITY.



OPTION #1

SHEET 1

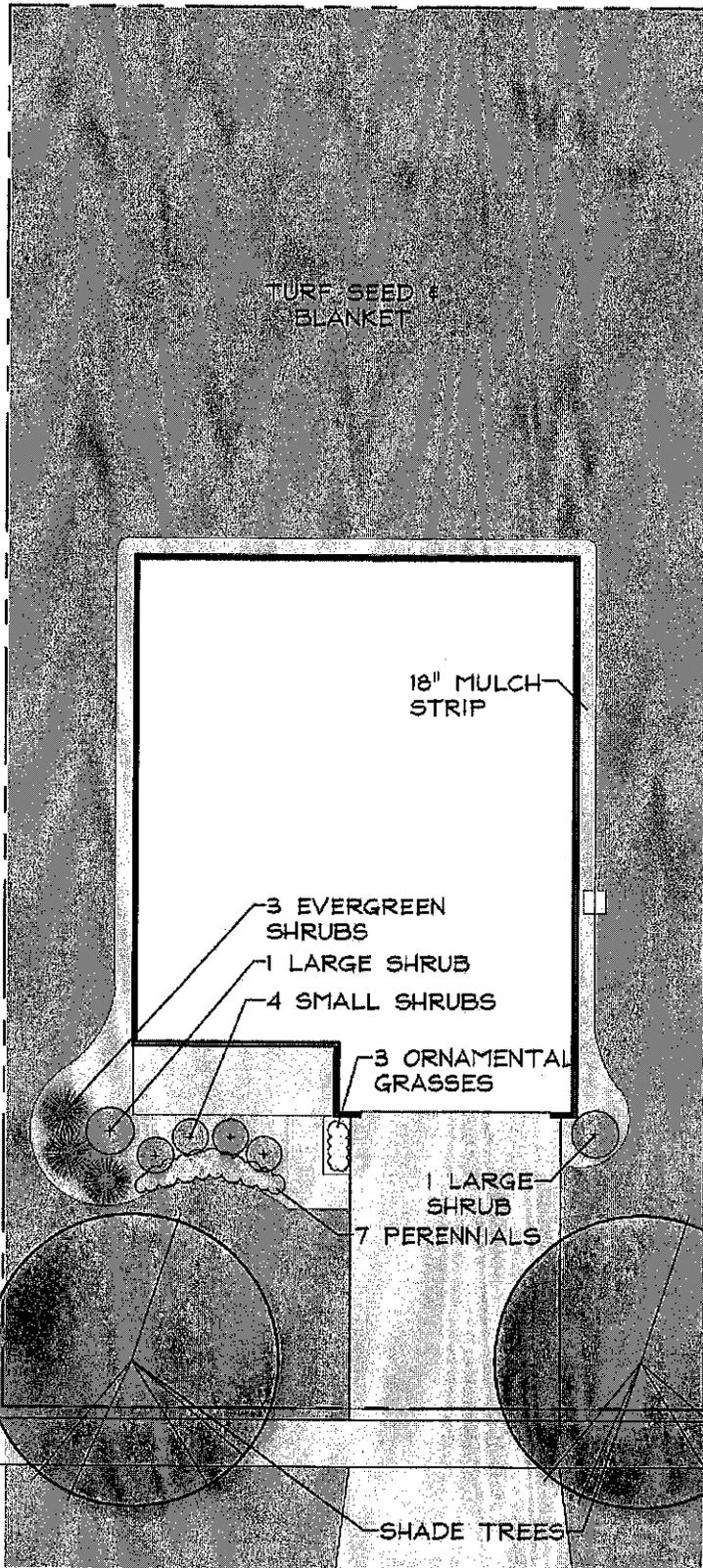
LANDSCAPE PACKAGE

6/30/2021

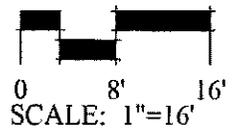


GARY R. WEBER
ASSOCIATES, INC.

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NOTE: TWO TREES SHALL BE INSTALLED ALONG THE FRONT YARD BORDER FIVE FEET BEHIND THE SIDEWALK. SUCH TREES SHALL HAVE A MINIMUM CALIPER OF 2 INCHES MEASURED 6 INCHES FROM THE BALL AND BE OF A SPECIES TYPE APPROVED BY THE MUNICIPALITY.



OPTION #2

SHEET 2

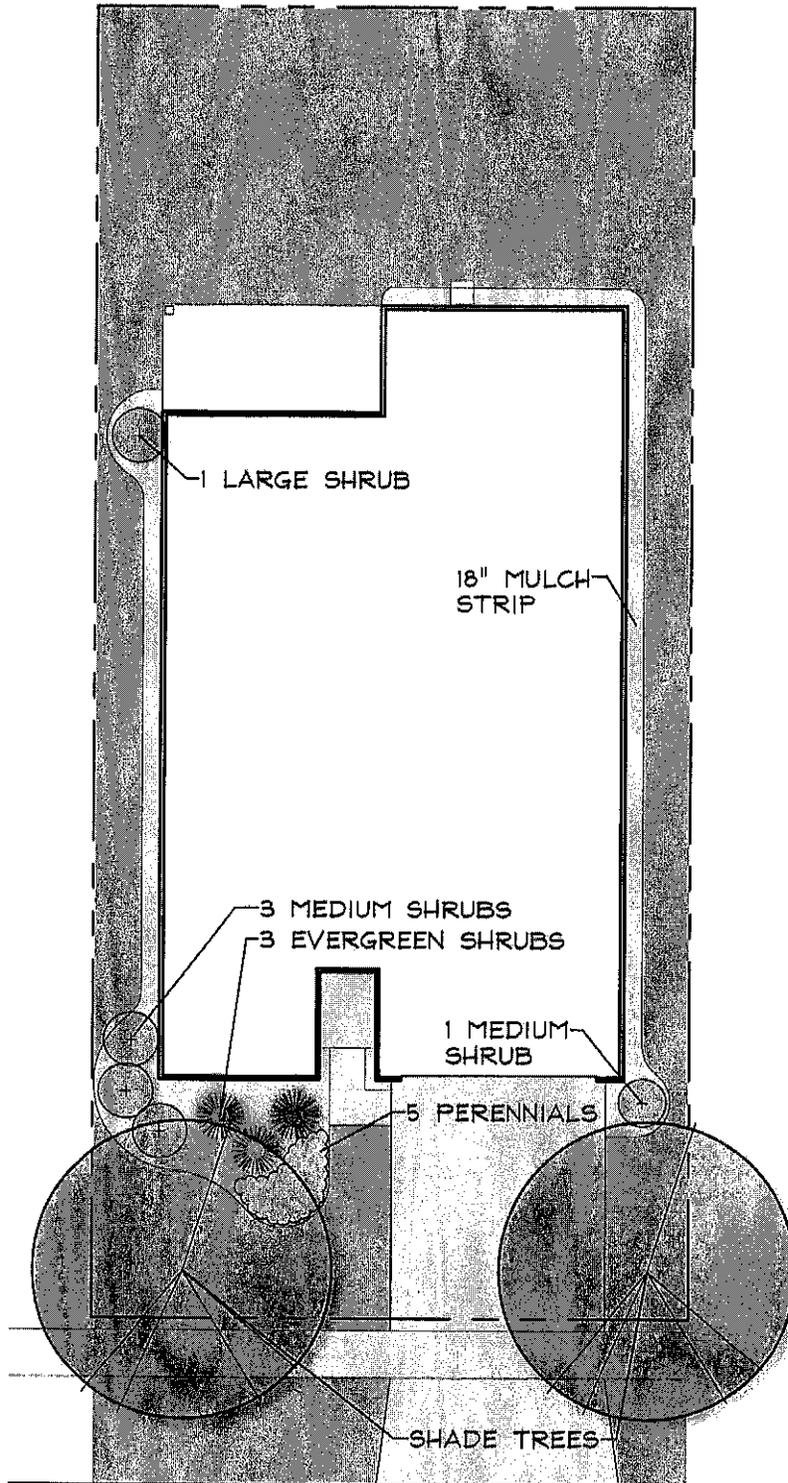
J. B. HORTON



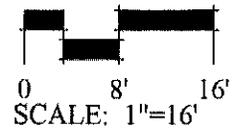
LANDSCAPE PACKAGE

6/30/2021

GARY R. WEBER ASSOCIATES, INC.



NOTE: TWO TREES SHALL BE INSTALLED ALONG THE FRONT YARD BORDER FIVE FEET BEHIND THE SIDEWALK. SUCH TREES SHALL HAVE A MINIMUM CALIPER OF 2 INCHES MEASURED 6 INCHES FROM THE BALL AND BE OF A SPECIES TYPE APPROVED BY THE MUNICIPALITY.



OPTION #3

SHEET 3

REVISION



LANDSCAPE PACKAGE

6/30/2021

GARY R. WEBER ASSOCIATES, INC.

PLANT LIST

SHADE TREES: (2" CAL.)

GREENSPIRE LITTLELEAF LINDEN
THORNLESS HONEYLOCUST

ENGLISH OAK

ORNAMENTAL TREES (7' HT)

APPLE SERVICEBERRY
EASTERN REDBUD

PRAIRIFIRE CRABAPPLE
CORNELIANCHERRY DOGWOOD

EVERGREEN TREES (6' HT)

BLACK HILLS SPRUCE
WHITE FIR

COLORADO SPRUCE
NORWAY SPRUCE

UPRIGHT EVERGREEN (5' HT)

DARK GREEN ARBORVITAE
EMERALD GREEN ARBORVITAE

SPARTAN UPRIGHT JUNIPER
BRABANT ARBORVITAE

LARGE SHRUBS: (36" TALL / 5 GAL.)

MOHICAN VIBURNUM*
WINE & ROSES WEIGELA

IVORY HALO DOGWOOD
SUMMER WINE NINEBARK*

MEDIUM SHRUBS: (24" TALL / 5 GAL.)

KNOCK OUT ROSE
LITTLE DEVIL NINEBARK*

DWARF KOREAN LILAC
LITTLE QUICK FIRE HYDRANGEA*

SMALL SHRUBS: (18" TALL / 5 GAL.)

ARCTIC FIRE REDTWIG DOGWOOD
DWARF FOTHERGILLA

ENDLESS SUMMER HYDRANGEA*
GOLD FLAME SPIREA*

EVERGREEN SHRUBS: (18" WIDE / 5 GAL.)

DENSE YEW*
SHAMROCK INKBERRY
GREEN SARGENT JUNIPER

KALLAY'S COMPACT JUNIPER
NORDIC BLUE JUNIPER
GOLD LACE JUNIPER

PERENNIALS: (18" O.C. / 1 GAL.)

SUMMER BEAUTY ALLIUM
HAPPY RETURN DAYLILY*
LITTLE WINECUP DAYLILY*

BROOKSIDE GERANIUM
FOREVER PINK PHLOX
MAY NIGHT SALVIA

ORNAMENTAL GRASSES: (24" O.C. / 1 GAL.)

PRAIRIE DROPSEED
FEATHER REED GRASS

SHENANDOAH SWITCHGRASS
AUTUMN MOOR GRASS

NOTES

1. PLANTING MATERIALS MAY BE REPLACED OR SUBSTITUTED WITH PLANT MATERIALS FROM THE "RECOMMENDED TREE AND PLANT SPECIES" LIST SPECIFIED IN SECTION 154.423 OF THE MUNICIPAL CODE.

2. THIS SYMBOL "*" DENOTES SHADE TOLERANT PLANTS FOR NORTH FACING FOUNDATION PLANTINGS

