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March 10, 2016

David Springmann, President
Woodland Lake Association, Inc.
P.O. Box 25573
Fort Wayne, IN 46825-0573

Re: Recorded Restrictive Covenants

Dear Dave:

Enclosed is a complete copy of the recorded Amended and Restated Dedication of Easements and Protective Covenants, Restrictions and Limitations for Woodland Lake Section I through XI and Added Lots. Please keep this complete copy with your records.

Very truly yours,

BECKMAN LAWSON, LLP



Patrick R. Hess
PRH/sdm
Enclosure

DEPARTMENT OF PLANNING SERVICES

200 E. BERRY STREET - SUITE 150
FORT WAYNE, INDIANA 46802

PHONE: 260-449-7607
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WEBSITE: WWW.ALLENCOUNTY.US

23 October 2015

Dave Springmann
Woodland Lake Association Inc
P O Box 25573
Fort Wayne IN 46825

RE: Amend Restrictive Covenants
Woodland Lake Sections I - XI

According to the policies of the Fort Wayne Plan Commission, this is to inform you of the Commission's action on the noted item.

At its meeting on 19 October 2015 the Plan Commission granted approval to this amendment. The amendment is not binding until the approved documents are recorded with the Allen County Recorder's Office in Room 104 of the Rousseau Centre. Please contact a member of DPS Staff to set an appointment for the recordation process. There are fees involved, set by the Recorder's office, which you will be responsible for at the time of recordation.

Thank you for your cooperation. Please call us if you have any questions.



Michelle B. Wood, RLA
Senior Land Use Planner

mrw

FORT WAYNE PLAN COMMISSION • FINDINGS OF FACT

Amendment to Restrictive Covenants – Woodland Lake, Sections I - XI

Applicant: Woodland Lake Association, Inc.
Location: The subdivision is located on the east side of the 9800 to 9900 blocks of Coldwater Road (Section 1 of Washington Township).
Request: To make the covenants for Section I through XI, plus added lots, uniform for all sections.
Existing Zoning: R1-Single Family Residential

The Plan Commission finds that the proposed amendment to the restrictive covenants for Woodland Lake, Sections I through XI is not in conflict with the Fort Wayne Zoning Ordinance or Subdivision Control Ordinance.

The required amount of owners have signed the petition to amend the covenants (2/3 required).

These findings approved by the Fort Wayne Plan Commission on October 19, 2015.



Michael Bultemeier
Secretary to the Commission

Subscribed and sworn to before me, a Notary Public, said Michael Bultemeier this

19TH day of OCTOBER, 2015.



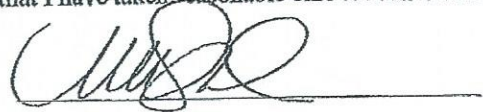
Cathy Elrod, Notary Public
Resident of Allen County, Indiana

My Commission Expires: 05/27/2016

Prepared by: Michelle Wood, Department of Planning Services

Pursuant to IC 36-2-11-15(d): I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Michelle B. Wood





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Tx:4191472

2015054735

RECORDED: 10/22/2015 3:40:32 PM
ANITA MATHER
ALLEN COUNTY RECORDER
FORT WAYNE, IN

AMENDED AND RESTATED DEDICATION OF EASEMENTS
AND PROTECTIVE COVENANTS,
RESTRICTIONS AND LIMITATIONS FOR
WOODLAND LAKE, SECTION I THROUGH XI
AND ADDED LOTS

~~~~~

Cross Reference to: 87-034399, 88-021158, 89-004281, 89-043854, 89-050972, 91-023889,  
92-001951, 93-065232, 95-051056, 960060598, 980067715 and 205010044

The defined terms that are used within these Covenants are set forth in Article I (Definitions Article) below.

The undersigned, representing at least an aggregate two thirds (2/3) of the owners of all lots that comprise the Woodland Lake Addition, own the Lots that are situated within one of the following Sections that comprise the Woodland Lake Addition: Woodland Lake, Section I, recorded as Document No. 87-034399 in Plat Cabinet A, Page 10, Section II, recorded as Document No. 88-021158 in Plat Cabinet A, Page 77, Section III, recorded as Document No. 89-004281 in Plat Cabinet A, Page 122, Section IV recorded as Document No. 89-043854 in Plat Cabinet A, Page 196, Section V, recorded as Document No. 89-050972 in Plat Cabinet B, Page 4, Section VI, recorded as Document No. 91-023889 in Plat Cabinet B, Page 63, Section VII, recorded as Document No. 92-001951 in Plat Cabinet B, Page 75, Section VIII, recorded as Document No. 93-065232 in Plat Cabinet B, Page 192, Section IX, recorded as Document No. 95-051056 in Plat Cabinet C, Page 78, Section X, recorded as Document No. 960060598 in Plat Cabinet C, Page 131, Section XI, recorded as Document No. 980067715 in Plat Cabinet D, Page 47, and the two (2) non-platted single-family residential lots added to the Association under the Agreement for Easements and Protective Covenants Restrictions and Limitations recorded as Document No. 205010044, all in the Office of the Recorder of Allen County, Indiana, hereby approve this Amended and Restated Dedication of Easements, Protective Covenants, Restrictions and Limitations for Woodland Lake, Sections I through XI and Added Lots, a subdivision in St. Joseph and Washington Townships, Allen County, Indiana.

These Covenants are for the mutual benefit and protection of the current and future Owners of any and all Lots. All Owners, as a member of the Association, agree to abide by the Covenants. These Covenants shall furthermore:

Beckman Lawson Box

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1. Replace and restate the Covenants for Woodland Lake Sections I through XI and the Added Lots recorded under the document numbers referenced above;
2. Apply to the land included in the Plat, which shall be subject to and impressed with these Covenants;
3. Be considered a part of every conveyance of land in Woodland Lake Sections I through XI and the Added Lots without being written in the deed of conveyance; and
4. Run with and bind the land included in the Plat, and shall inure to the benefit of and be enforceable by the Association and by the Owners of Lots, their respective legal representatives, successors, grantees and assigns.

## **ARTICLE I. DEFINITIONS**

Section 1.01. "Added Lots" shall mean the two (2) non-platted single-family lots or parcels added to the Association under the Agreement for Easements and Protective Covenants Restrictions and Limitations recorded as Document No. 205010044 in the Office of the Recorder of Allen County, Indiana. The terms "Lot" or "Lots" as used in these Covenants shall include the "Added Lots" unless the Added Lots are clearly excluded from any such provisions.

Section 1.02. "Assessment" or "Assessments" shall mean any Association dues, whether annual or more frequently than annual, charged to each Lot Owner by the Association for the purposes permitted under these Covenants, including but not necessarily limited to maintenance fees for common expenses, emergency assessments, fees, fines, expense reimbursement obligations, or tenant-occupied residence assessments.

Section 1.03. "Association" shall mean and refer to the Woodland Lake Association, Inc. an Indiana not-for-profit corporation, its successors and assigns, formed as the unified Association for all sections of the Plat.

Section 1.04. "Board" shall mean the Board of Directors of Woodland Lake Association, Inc.

Section 1.05. "Bylaws" shall mean the Bylaws initially adopted by Woodland Lake Association, Inc. and all amendments and additions.

Section 1.06. "Common Area" shall mean all real property owned by the Association as identified on the Plat for the common use and enjoyment of the Owners.

Section 1.07. "Covenants" shall mean this Amended and Restated Dedication of Easements and Protective Covenants, Restrictions and Limitations for Woodland Lake, Section I through XI and Added Lots.



Section 1.08. "Liaison" shall mean the Architectural Control Liaison, who shall be appointed by the Board to serve in this role. The Liaison shall be subject to removal by the Board at any time with or without cause. If the Liaison is for any reason unable to fulfill the architectural control function to which he or she has been assigned, the Board may appoint a different person to serve as the Architectural Control Liaison for any period of time.

Section 1.09. "Lot" shall mean any type of Lot as has been or may be platted or any tract or tracts of land as conveyed originally or by subsequent Owners as set forth on the Plat, including the Added Lots, provided, however, no tract of land consisting of part of any one Lot or parts of more than one Lot shall be considered a Lot unless said tract of land has a frontage of 45 feet in width at the established building line as shown on the Plat.

Section 1.10. "Owner" shall mean and refer to the record owner of fee simple title to a Lot, whether one or more persons or entities, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 1.11. "Plan Commission" shall refer to, collectively, the Allen County Plan Commission, the agency that initially approved the Plat, the Fort Wayne Plan Commission, the agency exercising jurisdiction over the Plat since the area was annexed by the City of Fort Wayne, and any successor agency.

Section 1.12. "Plat" shall collectively mean the originally recorded plats of Woodland Lake, Section I, recorded as Document No. 87-034399 in Plat Cabinet A, Page 10, Section II, recorded as Document No. 88-021158 in Plat Cabinet A, Page 77, Section III, recorded as Document No. 89-004281 in Plat Cabinet A, Page 122, Section IV recorded as Document No. 89-043854 in Plat Cabinet A, Page 196, Section V, recorded as Document No. 89-050972 in Plat Cabinet B, Page 4, Section VI, recorded as Document No. 91-023889 in Plat Cabinet B, Page 63, Section VII, recorded as Document No. 92-001951 in Plat Cabinet B, Page 75, Section VIII, recorded as Document No. 93-065232 in Plat Cabinet B, Page 192, Section IX, recorded as Document No. 95-051056 in Plat Cabinet C, Page 78, Section X, recorded as Document No. 960060598 in Plat Cabinet C, Page 131, Section XI, recorded as Document No. 980067715 in Plat Cabinet D, Page 47, and the Added Lots under Document No. 205010044, all in the Office of the Recorder of Allen County, Indiana. The plats for Sections I through XI and the Added Lots may also be referred to collectively as "Woodland Lake." The term "Plat" is synonymous with, and shall be used interchangeably with, the term "Subdivision" as used in these Covenants, and both terms are intended to include the Added Lots.

Section 1.13. "Residence" shall mean and refer to the single-family residential structure and related improvements constructed and located upon a Lot, including the garage and any appurtenances.

Section 1.14. "Restrictions" shall mean and refer to the limitations imposed on the Lots and the Owner thereof by these Covenants.

Section 1.15. "Subdivision" shall be synonymous with the term "plat" defined above.



## ARTICLE II. PROPERTY RIGHTS

Section 2.01. *Owners' Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to his or her own Lot and to the Common Area, subject to the following provisions.

- (a) When the Common Area is fully accessible through public rights-of-way, streets and walks as shown on the recorded plat, then the Common Area shall be accessed only through such public rights-of-way, streets or walks unless permission to cross a Lot has been obtained in advance from the Owner;
- (b) When the Common Area is not fully accessible through public rights-of-way, streets and walks as shown on the recorded plat, then the Owners collectively grant the Association and its approved contractors and representatives a limited right to cross one or more Lots in order to reach the Common Area. Any material damage that occurs to the Lot or Lots that are crossed (such as damage to lawns or to real or personal property) shall be repaired or replaced by the Association or by its approved contractors or representatives;
- (c) The right of the Association to suspend the voting rights and right to use any or all of the Association's recreational facilities by an Owner for any period during which any Assessment against the Owner's Lot remains unpaid, or for any period during which the violation of any provision of these Covenants remains unresolved;
- (d) The right of the Association to suspend the right to use any or all of the Association's recreational facilities by the members of an Owner's family, his/her tenants, or contract purchasers who reside on the property for any period during which any Assessment against the Owner's Lot remains unpaid, or for any period during which the violation of any provision of these Covenants remains unresolved;
- (e) The Association shall possess an affirmative right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for public purposes and subject to such conditions as may be approved by affirmative vote of the Board;
- (f) The Association shall possess an affirmative right to expand the Association's Common Area if property that was formerly adjacent to:  
(1) any Woodland Lake Association property; or (2) any Lot; comes into the possession of the Association upon affirmative vote of the Board.

Section 2.02. *Delegation of Use.* Any Owner may delegate in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to others who reside on



the Lot, such as the members of his or her family, his/her tenants, or contract purchasers who reside on the property. The right of the Association to suspend the right to use any or all of the Association's recreational facilities as set forth in provision 2.01(c) and 2.01(d) above shall apply equally to all other persons who reside on the Lot.

### ARTICLE III. DUTIES OF THE ASSOCIATION

Section 3.01. *Maintenance of Common Area, Association Governance.* In addition to other rights, obligations and duties imposed on the Association elsewhere in the Covenants, the Association shall perform the following:

- (a) The Association shall have responsibility and authority to undertake reasonable and necessary maintenance and repair of the Common Areas in the Subdivision, including Common Area lawns, sidewalks, parking areas, recreational facilities, dams and culverts. Such responsibility shall include the cutting of grass and weeds, general facility maintenance and the maintenance of Common Area walkways and bridges. The Association may, at its discretion, provide for snow and ice removal on the public streets within the Subdivision. The terms of such snow and ice removal, if undertaken, shall be set by the Board.
- (b) The Association Board shall have responsibility and authority to oversee and administer the Association. Such responsibility shall include holding periodic meetings, the creation and maintenance of an Association website, collection of dues, communication to residents, contractors and others, and similar administrative duties.
- (c) The Association may enter into contracts to carry out its responsibilities and shall have power to pay taxes and other charges on land and other property owned by it from time to time.
- (d) Records shall be kept by the Board of the Association of action taken by the Association, including contracts entered into and expenses incurred.
- (e) The Board may adopt or amend the Association's Bylaws from time to time to address Association governance issues or other matters that are appropriately addressed within organizational bylaws. Each Owner, as a member of the Association, agree to abide by the Bylaws.

### ARTICLE IV. MEMBERSHIP & VOTING RIGHTS

Section 4.01. *Membership.* Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.



Section 4.02. Voting Rights. The Owners of each Lot in the Subdivision shall be deemed to be a member of the Association and all Owners of each Lot shall be entitled to one vote for each whole Lot owned by them.

## ARTICLE V. PAYMENT PURPOSE AND USE OF ASSESSMENTS

Section 5.01. Purpose of Assessments. There shall be imposed on the Owner of each and every Lot in the Plat, an annual maintenance fee for the payment of "common expenses" as defined in IC 32-28-14-1, as may be amended, or as defined in subsequent law if IC 32-28-14-1 has been repealed, including snow removal on the public streets within the Subdivision.

### Section 5.02. Creation of the Lien and Personal Obligation of the Owner.

- (a) Each member agrees to pay to the Association the Owner's Assessments chargeable to each Lot and payable to the Association on or before July 1 of each year. An Assessment shall be a charge on the land, and shall be a continuing lien upon each Lot against which each such Assessment is made.
- (b) The Association's lien for any Assessment that is owed may be perfected by filing a Notice of Intention to Hold Lien in the office of the Recorder of Allen County, Indiana.
- (c) The lien for any Assessment may be foreclosed as in any lien under Indiana law thirty (30) days after notice of non-payment to the Owner by the Association.
- (d) The lien may be foreclosed by the Association according to IC 32-28-14-1, *et seq.*, or, if IC 32-28-14-1, *et seq.* is repealed, then the lien may be foreclosed by the Association according to the foreclosure law that applies at the time that the foreclosure is sought.
- (e) A grantee of a Lot in a conveyance is jointly and severally liable with the grantor Owner for all unpaid Assessments against the grantor Owner incurred before the conveyance of the Lot, without prejudice to the grantee's right to recover from the grantor Owner the amounts of Assessments paid by the grantee provided that the Notice of Intention to Hold Lien securing said Assessments was recorded prior to the date of such conveyance. The grantee is entitled to a statement from the Association that sets forth the amount of the unpaid Assessments owing by the grantor Owner.
- (f) Any Assessment that is owed to the Association is also a personal obligation of the Owner. In addition to the lien and foreclosure provisions stated above, the Association has the authority to collect the overdue Assessments from the Owner as other obligations are collected by law.



- (g) For any Assessment that is more than forty-five (45) days past due, an administrative fee of fifteen dollars (\$15.00) shall become due each time that a dues obligation reminder communication is sent to the Owner or grantee (not to exceed \$15.00 per month). In addition, interest at the rate of thirty percent (30%) per annum (2.5% per month) from the date the Assessment was originally due.
- (h) The Board of Directors of the Association, at its sole discretion and for good cause shown, may waive any or all of the administrative fees or interest charges associated with late or unpaid Assessments.

Section 5.03. *Damage to Association Property.* If Association property is damaged by an Owner, by an individual residing on an Owner's property, or by any contractor or other person or entity who is in the Subdivision while acting on behalf of or for the benefit of an Owner, such Owner shall be responsible to promptly report the damage to the Board of the Association. Such Owner shall also be responsible for the reasonable cost of repair or replacement of the Association property that was damaged. When Association property is damaged, the Association shall have the right to repair or replace the damaged property and to seek reimbursement of such expense from the responsible Owner. If damage to Association property is caused by a contractor or other person or entity acting for the benefit of the Owner, it will be the Owner's responsibility to pay for the damage and to seek reimbursement from the person or entity who was acting on his or her behalf when the property was damaged. All such damages shall be paid to the Association within 45 days of being billed for same. Such damages, if unpaid beyond the due date, shall be subject to the payment, lien, personal obligations and collection provisions for Assessments as stated in this Article V.

Section 5.04. *Use of Assessments.* The Assessment levied by the Association, in addition to "common expenses" referred to in Section 5.01 above, shall be used for Association-related items, including the care, preservation, supervision, improvement and maintenance and the operation by the Association of the Common Areas. Such maintenance shall include (to the extent that maintenance is required) repair and maintenance of the storm water drainage system and the Storm Water Detention Basin together with its outlet and water level control structures, and of the park areas and improvements situated thereon. Association dues may be used by the Association for any Association-related item, including but not limited to: (1) the payment of taxes and insurance in connection therewith; (2) the repair, replacement and making additions thereto; (3) the payment of costs of labor and equipment and materials required, and management, supervision, maintenance and repair; and (4) various administrative costs of the Association (such as website development and maintenance, postage costs and other administrative expenses). The assessment levied by the Association may also be used for resident social activities and other community purposes as the Board may determine. Although the streets are public rights of way and not Common Areas, funds may also be used by the Association to provide for snow and ice removal on public streets within the Subdivision. Any funds not expended by the Board during the fiscal year in which the Assessments are collected shall be retained by the Association as surplus funds held for the benefit of the Association in the event that Assessments collected in a subsequent year is insufficient to cover necessary



Association expenses. Such surplus funds shall be maintained for the purpose of reducing the likelihood that an emergency assessment (as described in Section 5.05 below) will be required.

Section 5.05. *Emergency Assessments for Necessary Unplanned Expenses.* As an additional Assessment, the Association may levy, in any Assessment year, an emergency assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, PROVIDED, HOWEVER, that any such assessment shall be levied only in response to an unplanned, nonrecurring expense in excess of \$25,000 that is incurred by the Association, such as a break in a levy or severe storm damage to Common Areas that is not covered by insurance. An emergency assessment may, at the Association Board's determination, be spread over a period of two or more years in order to reduce the immediate cost to the members of the Association. An emergency Assessment (or any portion thereof) that is charged to Owners shall be paid within 45 days of the date on which the notice of such Assessment is received by the Owner. An emergency Assessment, like all Assessments, is subject to the payment, lien, personal obligation, and collection provisions of this Article V.

Section 5.06. *Tenant-Occupied Residence Additional Assessment.* When an Owner rents his or her Residence to a tenant, it adds a material administrative burden to the Association, such as determining and tracking the current whereabouts of the Owner and determining contact details for each tenant. Accordingly, the Association may also each fiscal year uniformly levy upon Owners who rent their Residence to others an additional tenant-occupied residence assessment, not to exceed fifty percent of the Owner's regular annual assessment. This additional Assessment is intended to compensate the Association for the additional administrative work required to manage the needs of Owners and the needs of non-Owner residents who are residing on the Owner's property. Owners who rent their Residence to others are required to notify the Board in writing that the Residence is being rented immediately upon the occurrence of the rental, and must strictly comply with all requirements set forth in Section 7.23 below. This additional Assessment shall be chargeable to each rental Lot and shall be payable to the Association on or before July 1 of each year. Like all Assessments, the Non-Owner Assessment is subject to the payment lien, personal obligation and collection provisions of this Article V. Failure by an Owner to notify the Board in writing that the Owner's Residence is being rented shall result in a fine of \$75 for each month that the Residence is rented without notice having been given.

Section 5.07. *Uniform Rate of Assessment.* All Assessments must be fixed at a uniform rate for all Owner-occupied Lots and may be collected on an annual or monthly basis, as the Board of Directors determines. An additional tenant-occupation assessment may be charged by the Association to Owners who rent their Residence to others. Such tenant-occupation assessment must be fixed at a uniform rate for all tenant-occupied Lots and may be collected on an annual or monthly basis, as the Board of Directors determines.

Section 5.08. *Subordination of the Lien to Mortgages.* The lien for the Assessments provided for in these Covenants shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot



pursuant to mortgage foreclosure or any proceeding in lieu of foreclosure, shall extinguish the Assessment lien as to payments which became due prior to the foreclosure sale or in lieu transfer. No sale or transfer shall extinguish the lien or relieve the Owner from liability for Assessments that become due after the foreclosure sale or in lieu transfer.

## ARTICLE VI. ARCHITECTURAL PROVISIONS

Section 6.01. *Approval Required.* No dwelling, out-building, home addition, fence, wall or other structure shall be constructed, placed or altered on any Lot until the plans and specifications therefore, including a plot plan showing the location of the proposed construction or alteration, elevation views and placement on the Lot have been submitted and approved by the Board. In addition, the design and materials to be used must be submitted to and approved by the Board. No construction or alteration of any structure in the Subdivision may be commenced until such construction or alteration has first been approved in writing by the Board through the Liaison. Construction plans will be considered by the Board upon submission to the Liaison of appropriate documentation with respect to quality of workmanship and materials, harmony of external design with existing structures in the Subdivision, general appearance, and the location of the proposed construction in relation to neighboring properties, lakes, ponds and topography. All construction must comply with finished grade elevations established by the Board and with all applicable Covenant provisions. Construction plans should also generally comply with the neighborhood's open space philosophy in which open natural areas and woodlands are encouraged. A denial of any construction or alteration request by the Liaison may be appealed to the Board. The decision of the Board shall be final with respect to all requested construction or alteration of existing structures in the Subdivision.

Section 6.02. *Approval/Disapproval of Plans.* The Board shall approve or disapprove construction or alteration plans and specifications and locations of structures as provided in this Article VI. The Board's approval or disapproval shall be in writing through the Liaison. The failure of the Board to respond to a construction request that it has received within thirty days after the plans and specifications and plot plan have been submitted to it shall serve as a waiver of plan denial. Regardless of whether the Board approves a plan, all construction undertaken on any Lot must comply with finished grade elevations established by the Board and with all applicable Covenant provisions.

Section 6.03. *Building Location.* No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set-back lines shown on the plat. In no event shall a building be located nearer than 10% of the width of the Lot or building site to a side lot line, nor shall the aggregate width of both side yards be less than 25% of the width of the Lot or building site, nor shall any building be located nearer than 25 feet to the rear lot line where no rear building set-back line is shown on the plat.

Section 6.04. *Ground Floor Area.* No dwelling shall be permitted, the ground floor area of which is less than one thousand nine hundred (1900) square feet in the case of a one-story residence, or less than one thousand four hundred (1400) square feet in the case of a dwelling of more than one-story. In no case shall a residence of more than one-story have a total aggregate



floor area of less than two thousand four hundred (2400) square feet, exclusive of open porches, breezeways and garages.

## ARTICLE VII. USE RESTRICTIONS

Section 7.01. Use. All Lots in the Addition shall be used only for single-family residential purposes. Domestic servants employed by a resident Owner may also reside in the dwelling. No more than one single-family dwelling, together with any approved out-buildings that are used solely in connection with such residential use and not in violation of the other provisions of these restrictions, shall be constructed or maintained on a Lot.

Section 7.02. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage or other out-building (not connected to the Residence) shall be used or maintained on any Lot at any time as a Residence, either temporarily or permanently; nor shall any building be moved into or upon any Lot for such purpose.

Section 7.03. Exterior Finish. The exterior finish requirements for the walls of all building structures situated on Lots in Woodland Lake will depend on whether the wall of the structure faces a street. The exterior finish of street-facing walls of all structures shall be composed of natural material, such as stone, brick or cedar, or of high-quality material that closely replicates these natural materials as approved by the Liaison. Vinyl, aluminum and similar materials shall not be considered to be natural material, and no street-facing wall of any building will be permitted to have an exterior finish of vinyl, aluminum or similar material. Vinyl siding and similar non-natural material may be used on the back of buildings and/or on sides of the building that do not face any street. Any paint or stain color used on the exterior of Residences shall generally be neutral in tone in keeping with other homes in the Subdivision.

Section 7.04. Roofing Material. All visible roofing material must be in harmony with existing roofing material in the Addition. High-quality asphalt shingles shall be used unless the Board of the Association, through the Liaison, approves a different roofing material. Other roofing material of high-quality material that closely replicates asphalt shingles may be used if first approved by the Liaison. Metal roofs, rubber sheeting and other roof material that is not in keeping with the appearance of other homes in the Subdivision shall not be permitted. More than one layer of shingles on any Residence is discouraged, and no more than two layers of shingles shall be permitted on any Residence in the Subdivision.

Section 7.05. Subdivision of Lots. No Lot may be subdivided for any reason unless first approved by both the Board of the Association and by the Plan Commission.

Section 7.06. Outdoor Lighting. No free-standing outdoor light source shall be located more than 12 feet above ground level. All outdoor light sources in excess of 1,500 lumens shall be installed so that the direct rays therefrom are confined to the Lot upon which the source is located. No outdoor light source shall exceed 4,500 lumens. All outdoor light sources located within 25 feet of each other shall be deemed to be one light source for the purposes of this paragraph. A light source shall be deemed to be outdoor unless it is located within a completely



enclosed building. The provisions of this paragraph shall not apply to street lighting located within the public right-of-way.

Section 7.07. Nuisance. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood. Lawful gatherings of people on Lots shall be permitted on an infrequent basis, provided that noise, parking of vehicles and other disruptions associated with the gathering do not rise to the level of becoming a significant nuisance to the neighborhood.

Section 7.08. Animals. No animal of any kind shall be kept, raised or bred on any Lot except that dogs, cats and other household pets may be kept, provided that they are not kept, raised or bred for commercial purposes. In no event shall a dog be allowed to bark for an extended period of time or at late hours such that it creates a significant nuisance to the neighborhood. No dog or other owned animal shall be permitted to run loose within the Subdivision. An effective system must be implemented to keep dogs and other owned animals upon the Owner's property. When walking a dog in the Subdivision, the dog must be kept on a leash being held by the person walking the dog at all times, and all waste from such animal must be picked up and removed by the person walking the dog. Any dog or other animal that poses a known threat to people may not be kept in the Subdivision. Owners, their guests, residents and tenants are prohibited from feeding, sheltering, harboring or otherwise enticing any pest animal to remain within the Subdivision. For purposes of this Section 7.08, pest animals shall include geese, raccoons, skunks, muskrats and any other wild animal that has an aggressive nature, is noxious, that can spread disease, that damages infrastructure or that generates unsightly waste. The Association retains the right at its discretion to eliminate pest animals from the Subdivision.

Section 7.09. Signs. Subject to the restrictions set forth herein, signs may be posted on an Owner's Lot and, under certain circumstances, upon Common Areas of the Association as well. No sign posted within the Subdivision may exceed 2.5 square feet, except that a sign recognizing a special event may exceed this 2.5 square foot limitation provided that the special event sign is posted for no longer than 48 hours and not more frequently than one time per year. A single home sale sign may be posted on the Lot of the home being sold throughout the time that the house is for sale or has been recently sold. An additional open house sign may be posted for up to 72 hours each week on the Lot being sold. Professionally-created home sale signs and other appropriate signs may be posted in association common areas, but for no more than 72 hours each week. Owners who post signs are responsible to ensure that the view of oncoming traffic is not obstructed by the posted signs. Other appropriate signs may be displayed by an Owner on his or her own Lot, provided that the size of the sign complies with this section of the Covenants and that the subject and content of the sign is not offensive or inappropriate. The Board of the Association may require the removal of signs that are deemed to be objectionable or that otherwise do not comply with the Covenants. No signs may be posted on easements or on private property of other Owners without the express permission of such Owners. With permission, such signs may be posted on the property of another Owner, for up to 72 hours each week. No advertisements for businesses (other than for a contractor currently performing work on a home) may be posted anywhere within the Subdivision.



Section 7.10. Walls and Fencing. No fence or wall shall be built prior to obtaining approval from the Board. The Board shall review and either approve or disapprove construction plans, specifications and locations of all walls and fences as provided in Section 6. The Board's approval or disapproval shall be in writing through the Liaison. Wall and fence construction plans must generally comply with the neighborhood's open space philosophy in which open natural areas and woodlands are encouraged. Accordingly, no new walls or privacy fencing between adjacent Lots will be permitted, and fencing between Lots should not exceed 4.5 feet in height. Privacy fencing at the back of Lots that are situated upon the outside border of the Subdivision will be permitted upon approval of the Board of the Association through the Liaison. Similarly, privacy fencing that surrounds an in-ground swimming pool will be permitted upon approval of the Board of the Association through the Liaison. The view of lakes and ponds by neighboring Lot Owners should not be blocked or obscured by fencing or by other walls or structures. All requests to construct or expand walls or fencing within the neighborhood must be submitted in advance to the Board of the Association through the Liaison.

Section 7.11. Storage Tanks. No fuel tanks or other large storage tanks (in excess of 10 gallon capacity) shall be installed underground nor permitted within the dwelling or garage.

Section 7.12. Hunting and Shooting. No hunting or shooting of any kind shall be allowed in the Subdivision.

Section 7.13. Fishing and Boating. Owners and invited guests are permitted to use Common areas to fish next to and upon lakes and ponds located within the Subdivision. All fishing activity shall be confined to Common Areas of the Association, and those engaged in fishing shall not enter upon the private property of other Owners without the Owner's express permission. Paddle boats, canoes and kayaks are permitted to be used on Association lakes and ponds. A fishing boat of less than 8 feet in length may be used with an electric trolling motor on the two large lakes on the east end of the Subdivision (Lakes 1 and 2). No fishing boats shall be permitted on any other lake or pond, and no gasoline-powered motor or similar outboard device will be permitted to be used on any lake or pond.

Section 7.14. Storage of Equipment, Vehicles and Watercraft. No boat, motor home, recreational vehicle, camping trailer or other trailer, commercial truck or other equipment or machinery of any kind shall be kept within public view on any Lot, or on any street within the Subdivision, for more than three consecutive days, and for no more than six days per month. No truck other than a light pick up or panel type shall be in exposed view on a Lot, except for vehicles making deliveries to the Lot.

Section 7.15. Refuse Disposal and Trash Bins. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other refuse or debris and the same shall not be kept except in sanitary containers while awaiting removal from the Lot. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall either be located within the dwelling or garage or underground or shall be fully screened from public view by an appropriate fence or screen. Trash bins and recycling bins must be kept in a clean and sanitary condition and shall either be located within the dwelling or garage, behind the home or appropriate fencing, or otherwise fully screened from public view.



Section 7.16. Driveways. All driveways shall be hard-surfaced and constructed of poured concrete. Newly-poured driveways may be stamped, colored or stained if approved in advance by the Board of the Association through the Liaison. There shall be no driveway access to Auburn Road or to Coldwater Road. All driveway access shall be to interior Subdivision streets.

Section 7.17. Vehicle Parking. To the extent possible, vehicles should be parked on driveways and not on the streets within the Subdivision. Under no circumstances should vehicles be parked for extended periods of time along the Subdivision's primary through-streets (Woodland Crossing and Calverton Pass) in any manner that obscures the vision of drivers or that otherwise poses a hazard to travel. Owners are responsible for informing their residents, guests, tenants, and contractors about this safety requirement. An Owner who parks a vehicle or who permits the parking of a vehicle in a manner that obscures the vision of drivers or that otherwise poses a hazard to travel shall be responsible for damage, injury or loss arising out of such parking.

Section 7.18. Burning of Materials. The burning of papers, grass and other materials shall not be allowed. Firewood may be burned in fire pits properly constructed for such activity. The Association may order discontinuance of all burning during times when it reasonably believes such burning would be hazardous because of woodland conditions or weather conditions.

Section 7.19. Antennas and Satellite Dish Receivers. No aerial radio or television antenna shall be permitted in the Subdivision, whether such antenna is attached to a Residence or is free-standing. Small satellite dish receivers having a diameter of 20 inches or less will be permitted, but only if the receiver is attached to the Residence and is positioned in a location that is generally screened from public view.

Section 7.20. Docks. The Owner of a Lot that borders a lake or pond may construct a dock extending into the lake or pond. Such dock must be approved in advance by the Board through the Liaison. To be approved, a dock must generally be a straight walkway having a length of 12 feet or less and a width of 48 inches or less.

Section 7.21. Private Swimming Pools. The Board encourages all Owners to use the Association swimming pool in lieu of constructing a private swimming pool on the Owner's Lot. While not strictly prohibited, private swimming pools within the Subdivision are discouraged for that reason. A private swimming pool may be constructed, but the Owner shall have the swimming pool and associated fence, wall or related structures approved first by the Board through the Liaison. The Board and Liaison shall have complete discretion in determining whether to approve a private swimming pool. The Board and the Liaison shall be guided but not bound by the following principles in determining whether to approve a private swimming pool:

- (a) The distance of the pool wall and the surrounding deck from the side and rear property line, with the goal to reduce any possible negative affect on an adjacent Lot or Common Area.



- (b) The distance of the pool and deck from all utility and surface drainage easements. The pool and deck shall not be located within any easement, and must maintain a reasonable distance from any such easement.
- (c) The potential adverse affects to existing drainage patterns on adjacent Lots or Common Area.
- (d) The quality of construction and design, including landscaping.
- (e) The consistency and compatibility with the Subdivision's open space philosophy where open natural areas and woodlands are encouraged.
- (f) The preservation of mature healthy trees and natural areas.
- (g) The potential for damage due to pool excavation to healthy trees located on adjacent Lots or Common Areas.
- (h) The percentage of the rear yard dedicated to the pool and accessories in relation to the open space in the yard.
- (i) Any other condition owing to the proposed swimming pool or related structures, the Lot where the swimming pool is to be constructed, or the adjacent Lots or Common Area, that would make the swimming pool undesirable to the immediate area.

All private swimming polls shall be enclosed by a fence, wall or similar structure to promote safety. Automatic pool covers may be used, but not in lieu of the fencing requirement. The view of lakes and ponds by neighboring Lot Owners shall not be blocked or obscured by fencing or by other walls or structures associated with a swimming pool. No above ground swimming pool of any kind shall be permitted. A standard-size hot tub may be kept on a back patio or in a similar location that is generally screened from public view.

Section 7.22. Common Area Safety and Appearance. Each Owner shall maintain his or her Lot so as to minimize any hazards to persons or property located on Common Areas. Hazards such as drainage or runoff of water across Common Area walkways, dead trees or tree limbs in close proximity to Common Area property or walkways, or other potential hazards to persons or property shall be promptly addressed by the Owner so as to effectively eliminate the hazard. If the Owner fails or refuses to address a hazard that is brought to the Owner's attention, the Board may retain a contractor to eliminate the hazard. Should the Board retain a contractor to address the hazard, then the reasonable expense associated with the remediation of the hazard will be charged to the Owner upon whose Lot the hazard is emanating. Regardless of the Association's right to address safety concerns emanating from Owner's Lots, any damage, injury or loss associated with the Owner's Lot will remain solely the responsibility of the Owner upon whose property the hazard emanates. No property or structures may be placed in or on Common Area property by any Owner or resident. Furthermore, neither Owners nor residents shall dump



any form of trash, grass clippings, yard waste, trees, tree limbs or other material upon Common Area property for any reason. If any property or material is placed or deposited onto Common Area property in violation of this provision, the Owner shall be responsible to remove the material at the Owner's expense. If the Owner fails or refuses to remove the material, the Association may retain a contractor to remove such material. Should the Association retain a contractor to remove the material, then the reasonable expense associated with the removal will be charged to the Owner who deposited the material on Common Area property. All such expenses incurred by the Association shall be subject to the lien and collection provisions for Assessments in Article V.

Section 7.23. Tenants. The rental of Residences within the Subdivision is strongly discouraged by the Association. Owners are, however, permitted to rent their Residence to highly-responsible individuals who shall, as residents of the Subdivision, comply with all rules, regulations, covenants and restrictions of the Association. Owners who rent their Residence to others are required to notify the Board in writing that the Residence is being rented immediately upon the occurrence of the rental. Such notice shall include: (1) the name(s) of the renters; (2) the number of persons who will be residing in the Residence; (3) the number of vehicles that will be used by the renters; and (4) the length of the rental agreement in months. Any change in the rental arrangement, including any change in the persons renting the Residence, will require the Owner to provide notice of such changed to the Association. The Owner, and not the tenant, shall be fully responsible for the timely payment of all Assessments, as defined by these Covenants, that are levied upon the Owner by the Association. If Association property is damaged by an individual residing on an Owner's Lot, the Owner shall be responsible for the reasonable cost of repair or replacement of the Association property that was damaged. If any fine is triggered by an individual residing on an Owner's Lot, the Owner, and not the tenant, shall be fully responsible for the timely payment of such fine. It will be the Owner's responsibility to pay for the damage or fine and to seek reimbursement from the tenant. The rental of Residences within the Subdivision must be to an individual or to a single family. No more than two vehicles in total may be kept by those who are residing as tenants within a single Residence.

Section 7.24. Compliance with Zoning Laws and Other Laws. In addition to complying with these Covenants, the use and condition of all Lots and of all Residences must comply at all times with all applicable zoning laws, building codes, property maintenance codes and with all other applicable laws and regulations.

Section 7.25. Property Maintenance. All property within the Subdivision is expected to be reasonably maintained so that it contributes positively to the appearance of the neighborhood and to the value of the homes within the Subdivision. In the event that a Lot within the Association is not being properly maintained, such as an un-mowed or overgrown lawn (6" or greater grass length), excessive/overgrown noxious weeds in beds, the accumulation of trash, debris or unsightly items, unsightly deterioration of buildings, excessive peeling paint, etc., the Association shall, after providing notice, have the right to retain a contractor to enter onto the property, to undertake needed maintenance, repair or upkeep, and to charge the reasonable cost of such maintenance to the Owner. Notice of such action will be provided in writing to the Owner's Woodland Lake address, and such notice shall be postmarked at least ten (10) days



prior to the scheduled maintenance or repair. If the Owner alleviates the concern to the Association Board's satisfaction before the date of the scheduled maintenance, then the maintenance work will be cancelled at no cost to the Owner. An Owner shall not hinder, interfere with, nor molest any worker who comes onto the Lot in accordance with this Section of the Covenants. The Association, its representatives, agents, vendors and independent contractors shall have a license to access the Owner's Lot for purposes of this Section 7.25. Should the Owner fail or refuse to reimburse the Association within 30 days of receiving the bill associated with any maintenance expense incurred, then the fees and interest charges set forth in Article V above will apply. All such maintenance expenses incurred by the Association shall be subject to the lien and collection provisions for Assessments in Article V.

Section 7.26. Sidewalk Maintenance and Construction. The installation of concrete sidewalks shall be the obligation of the Owner of the Lots indicated in Section 7.27 below, and shall be completed in accordance with the requirements of all applicable sidewalk construction ordinances. The cost of sidewalk installation shall be a lien against any such Lot enforceable by the Plan Commission or its successor agency. All sidewalks within the Association shall be well-maintained, and shall be kept clear of all obstacles (including impingement of trees, tree limbs, shrubs, personal property and other obstacles). All sidewalks within the Association shall also be kept clear of significant tripping hazards, including large cracks and significantly misaligned sidewalk sections. All Residence sidewalks within the Association shall also be kept clear of snow and ice within a reasonable time after the sidewalk becomes snow or ice covered. Accordingly, the Owner is responsible to clear all public sidewalks on his or her property of ice and snow within 24 hours of when the sidewalk becomes snow or ice covered.

Section 7.27. Sidewalk Location. Plans and specifications for this Subdivision on file with the Plan Commission require the installation of concrete sidewalks within the street rights-of-way as follows:

- (a) along Watergrove Trail adjacent to Lots 1, 2, 3 and 4;
- (b) along Woodland Lake Pass adjacent to Lots 1, 9, 10, 20, 21, 22 and 23;
- (c) along Holliston Trail adjacent to Lots 10, 11, 12, 13, 14, 15 and 16;
- (d) Lot 40 extending to the cul-de-sac pavement as well as the entire frontage of Lots 41, 42, 43 and 44;
- (e) Woodland Lake Pass in front of Lot 46, together with Lots 47 and 48;
- (f) Lots 50, 51, 52, 53, 54, 55 and Block "C";
- (g) Lots 56, 57, 58-North and West, 62-North only, 63, 64, 65, 66, 68-Southeast only, 69-South and East, 70-South only, 71 and 72;
- (h) Lots 86, 87, 88-West and North, 89, 90, 91, 92, 98-Westerly, 99, 100, 103-South only, 111, 112, 113, and 114;



- (i) Lots 120-North only, 123-South only, 133, 134, 135, 136, 137-South and East, 138, 139, 140-East and North, and 141-East only;
- (j) Lots 142-North only, 147-East and North, 148, 149, 150, 151, 152, 153-North only, 154-East only, 155-North and East, 156-East only, 163, 166, 167, 168, 169-South only, 165-South and West;
- (k) Lots 191, 192-West only, 193, 194-Northwest only, 202, 203, 204-East only, 205-East and North, 206-North and West, 207, 208-West only;
- (l) Lots 209-East and North, 210, 211-North only), 218, 219, 220, 221, 222 and 223-East only;
- (m) Lots 241-244, 252-257 and 260-265.

**Section 7.28. Flood Protection Grades.** In order to minimize potential damages from surface water, flood protection grades are hereby established as set forth below. All dwellings shall be constructed at or above the minimum flood protection grades; such grades shall be the minimum elevation of the lowest point of entry at which water may enter the structure. The flood protection grades shall be Mean Sea Level Datum and shall be as follows:

- (a) Lots #15 and #16 – 797.5 feet;
- (b) Lot #31 – 797.5 feet;
- (c) Lots #32, 33, 34, 35, 37, 38, 39 and 40 – 792 feet, lowest floor including basement;
- (d) Lots #33 and 34 – 793.4 feet, front and side lowest point of entry;
- (e) Lots #37 and 38 – 795.3 feet, front and side lowest point of entry;
- (f) Lots #41, 42, 43 and 44 – 796.5 feet, lowest point of entry;
- (g) Lots #49, 51, 52, 53, 54 and 55 – 807.5 feet;
- (h) Lot #50 – 812.6 feet;
- (i) Lots #56, 57, 59, 60 and 61 – 796.5 feet;
- (j) Lots #86, 87, 88, 89, 90 and 91 – 808.5 feet;
- (k) Lots #94, 95, 96, 97, 98 and 99 – 810.0 feet;
- (l) Lot #100 – 812.0 feet;



- (m) Lots #115, 116 and 117 – 811.0 feet;
- (n) Lots #126, 127, 128 and 129 – 796.5 feet;
- (o) Lots #146 and 147 – 794.0 feet;
- (p) Lots #148, 149, 150 and 151 – 794.5 feet;
- (q) Lots #154, 155, 156, 157, 158, 159, 160 and 161 – 809.25 feet;
- (r) Lots #165, 166, 167, 168 and 169 (as from the Lake) – 808.5 feet;
- (s) Lots #169 (as from the Ditch), 170, 177, 178 and 179 – 801.3 feet;
- (t) Lots #202, 203, 204, 205, 206, 207 and 208 – 809.2 feet;
- (u) Lots #186, 187, 188, 189 and 190 – 813.6 feet;
- (v) Lots #212, 213 and 214 – 801.3 feet;
- (w) Lots #251 and 252 – 793.5 feet;
- (x) Lots #237-240, 249, 250, 253 and 254 – 794.5 feet;
- (y) Lots #256 and 257 – 795.0 feet; and
- (z) Lot 258 – 796.0 feet.

Section 7.29. Violation of Association Covenants or Bylaws. In the event that an Owner, with actual or implied knowledge, violates the Association's Covenants or Bylaws, the Board of the Association has the right, after providing notice, to levy a fine of up to \$75 per violation. Before any such fine may be levied, however, notice of such violation and fine amount must be provided in writing to the Owner, and such notice shall be postmarked at least ten (10) days prior to the stated compliance deadline. If the Owner alleviates the violation to the Board's satisfaction before the compliance deadline, then no fine will be assessed. If the violation results in a fine and the violation is not eliminated within fourteen days of when the initial fine is levied, then the Association Board has the right to levy a subsequent fine of up to \$75 per violation, using the same notice process that was used for the initial fine. This process may continue until the violation has been eliminated. Should the Owner fail or refuse to pay any fine within 30 days of receiving notice of the fine, then the fees and interest charges set forth in Article V above will apply.



## ARTICLE VIII. EASEMENTS, UTILITIES AND OTHER INFRASTRUCTURES

Section 8.01. *Platted Utility Easements.* All Lots in the Subdivision shall be subject to the easements indicated upon the recorded plat, which may be used, subject to the provisions of Section 8.03 below, for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of (i) poles, wires and conduits, and the necessary and proper attachments in connection therewith, for the transmission of electricity for light, power, telephone, radio and television and other purposes, (ii) surface and storm water sewers and drains, (iii) sanitary sewers, (iv) pipe lines for supplying gas, water and heat, and (v) for any other municipal, public or quasi-public utility.

Any municipal, public or quasi-public utility engaged in supplying one or more of the above utility services shall have the right to enter upon the strips of land subject to said easements for any purpose for which said easements may be used. All structures, shrubbery, trees, and other installations located within said easements shall be subject to the paramount right of each such utility to use said easements as provided herein and the removal of any obstruction by any utility shall in no way obligate the utility in damages or to restore the obstruction.

Section 8.02. *Utility Easements in Streets.* Utility easements in all platted streets are reserved for use, subject to the provisions of Section 8.03 below, by municipal, public and quasi-public utilities, for the installation, construction, maintenance, operation, servicing, repair, removal and replacement of utility plant, subject to reasonable regulation by any governmental body having jurisdiction of the streets and subject to the obligation of any such utility which installs plant in any street to repair and return the payment of such street to at least as good a condition as existed prior to such work.

Section 8.03. *Prohibition of Overhead Utility Facilities.* All utility wires, cables, conduits, pipes and other facilities within the Subdivision shall be located underground within the utility easements provided hereby, except that:

- (a) Poles and overhead facilities may be used to the extent reasonably necessary at those places where distribution facilities enter and leave the Subdivision, and
- (b) Housings, pedestals and other facilities may be above the surface of the ground to the extent permitted by Section 8.04 below and to the extent otherwise necessary for installation and operation of the utility service, but shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable.

Section 8.04. *Utility Service Entrances.* All utility service entrances running from any utility plant within a platted or dedicated easement, or a street to any structure on a Lot shall be located underground, except for such housings, pedestals, or other facilities as may be appropriate or necessary for connecting, servicing and maintenance of such utility service entrance. Such housings, pedestals and other facilities shall be constructed and maintained at as low a height and in as inconspicuous a manner as is practicable. Each Owner shall, at the time of



the installation of any such service entrance, furnish to the utility, for its records, a drawing or other description accurately showing the location underground for the service entrance from the easement or street to the Owner's structure. Each utility having plant in any easement or street shall have control over the installation of all connections to its plant for service entrance serving Lots. Each such installation shall be left open for inspection and approval by the utility.

Section 8.05. Sewer System. Sewers on Lots in the Subdivision shall be connected to the sanitary sewage system according to the plans and specifications on file with the Plan Commission.

Section 8.06. Surface Drainage Easements. Surface drainage easements and Common Areas as shown on the plat are intended for drainage purposes for either periodic or occasional use as conductors for the flow of surface water runoff to a suitable outlet, and the land surface shall be constructed and maintained so as to achieve this intention. Such easements shall be maintained in an unobstructed condition and the County Surveyor or a proper public authority having jurisdiction over storm drainage shall have the right to determine if any obstruction exists and to repair and maintain, or to require such repair and maintenance as should be reasonably necessary to keep the conductors unobstructed.

## ARTICLE IX. GENERAL PROVISIONS

### Section 9.01. Duration and Alteration.

- (a) The protections, obligations, restrictions and limitations set forth in these Covenants shall be construed as and shall be covenants running with the land and shall be binding upon all Owners of any Lot or real property within the Subdivision and all persons claiming under them; and except as provided in subparagraph (b) below, shall continue in existence for a period of 25 years from the date of recording hereof and thereafter shall be automatically extended for successive periods of 10 years each; provided, however, that nothing contained in this Section 9.01 shall limit or alter in any way whatsoever any right, statutory or otherwise, to vacate the plat or any portion thereof.
- (b) These Covenants may be amended, replaced, or changed upon the approval of: (1) the Association Board; and (2) a majority (51% or more) of the Owners of the Lots in the Subdivision. Board approval of the Covenant changes may be obtained through a motion or resolution that is properly presented and voted upon during any regular Board meeting. Such approval shall be documented in the minutes of such meeting. Owner approval of the Covenant changes may be obtained through a signed petition in which the Owners indicate their respective approval or disapproval of the proposed Covenant changes. The individual who signs the petition as the Owner verifies that he or she has authority to sign the petition as the Owner, as the Board will rely on this representation when verifying to the County Recorder that the signatures collected on the



Covenant change petitions are valid. The provisions of any amendment shall become effective upon the recording of a copy of the agreement making such amendment in the Office of the Recorder of Allen County, Indiana.

Section 9.02. Enforcement. The Association and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Covenants. The failure by the Association to enforce any provision of these Covenants shall create no liability on behalf of the Association. All liability related to the failure to comply with these Covenants shall rest solely upon the Owner who failed to comply with any applicable Covenant provision or provisions.

Section 9.03. Investigation and Compliance. The Association or its representative hired or appointed by the Board shall have the right of access to all Lots at all reasonable times and in a reasonable manner to investigate and determine compliance with the provisions of these Covenants. Owners collectively grant the Association, the Board and its approved contractors and representatives a limited right (license) to enter onto or to cross their Lot(s) in order to carry out any and all of the rights, duties, responsibilities and permitted activities set forth within these Covenants. Any material damage that occurs to the Lot or Lots that are crossed (such as damage to lawns or to real or personal property) shall be repaired or replaced by the Association or by its approved contractors or representatives.

Section 9.04. No Waiver. The failure of the Association or any Owner to enforce the provisions of these covenants shall not constitute a waiver of the right to enforce them on another occasion and no delay in enforcement shall constitute a waiver of the right of enforcement so long as a violation continues.

Section 9.05. Severability. Invalidation of any one of these provisions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 9.06. Costs and Attorney's Fees. The Association shall be entitled to recover from any Owner its costs and expenses, including but not limited to reasonable attorney's fees incurred in seeking to enforce any violation or non-performance of the Covenants or Bylaws, and including but not limited to defending or resisting any challenge to the enforceability of the Covenants or Bylaws, whether initiated by the Association or the Owner. The Association shall also be entitled to recover its costs, costs of collection, expenses, including but not limited to reasonable attorneys fees incurred in its efforts to collect overdue Assessments, or to seek recompense for damage to Association property.

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**Certificate of Adoption**

The undersigned President and Secretary of the Board of Directors of Woodland Lake Association, Inc., hereby certifies that the above AMENDED AND RESTATED DEDICATION OF EASEMENTS AND PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR WOODLAND LAKE, SECTION I THROUGH XI AND ADDED LOTS, A SUBDIVISION IN ST. JOSEPH AND WASHINGTON TOWNSHIPS, ALLEN COUNTY, INDIANA were duly adopted by a written petition signed by not less than two-thirds (2/3) of the Owners of Lots in Woodland Lake, and Added Lots, in accordance with Indiana Code 32-21-2-3.5, as shown in the following affidavit(s) and written petition(s), or recorded separately and properly cross-referenced to these Covenants.

Dated: September 11, 2015

WOODLAND LAKE ASSOCIATION, INC.

By: [Signature]  
President, Board of Directors

Printed Name: DAVE SPRINGMANN

By: [Signature]  
Secretary, Board of Directors

Printed Name: Judith A. King

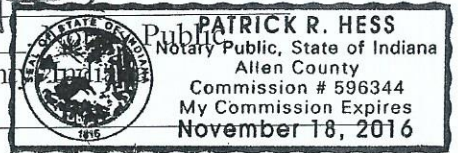
STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF ALLEN        )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 11 day of September, 2015, personally appeared Dave Springmann, the President of Woodland Lake Association, Inc., and Judith A King, the Secretary of Woodland Lake Association, Inc. The above signatures were executed by said individuals as a free act and deed in my presence on this date.

My Commission Expires:  
\_\_\_\_\_  
\_\_\_\_\_

[Signature]

Resident of Allen County





This instrument was prepared by Patrick R. Hess, Attorney at law. Attorney No. 19395-02.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Patrick R. Hess

Return to: Patrick R. Hess, Beckman Lawson, LLP, 201 W. Wayne Street, Fort Wayne, IN 46802.



AMENDED AND RESTATED DEDICATION OF EASEMENTS AND PROTECTIVE COVENANTS, RESTRICTIONS AND LIMITATIONS FOR WOODLAND LAKE, SECTION I THROUGH XI AND ADDED LOTS

Cross Reference to: 87-034399, 88-021158, 89-004281, 89-043854, 89-050972, 91023889, 92-001951, 93-065232, 95-051056, 960060598, 980067715 and 205010044.

**Approval of Plan Commission on following page(s).**



**FORT WAYNE PLAN COMMISSION • FINDINGS OF FACT**

**Amendment to Restrictive Covenants – Woodland Lake, Sections I - XI**

Applicant: Woodland Lake Association, Inc.  
Location: The subdivision is located on the east side of the 9800 to 9900 blocks of Coldwater Road (Section 1 of Washington Township).  
Request: To make the covenants for Section I through XI, plus added lots, uniform for all sections.  
Existing Zoning: R1-Single Family Residential

**The Plan Commission finds that the proposed amendment to the restrictive covenants for Woodland Lake, Sections I through XI is not in conflict with the Fort Wayne Zoning Ordinance or Subdivision Control Ordinance.**

**The required amount of owners have signed the petition to amend the covenants (2/3 required).**

These findings approved by the Fort Wayne Plan Commission on October 19, 2015.

*Michael Bultemeier*

Michael Bultemeier  
Secretary to the Commission

Subscribed and sworn to before me, a Notary Public, said Michael Bultemeier this

19<sup>TH</sup> day of OCTOBER, 2015.

*CJ Elrod*

Cathy Elrod, Notary Public  
Resident of Allen County, Indiana

My Commission Expires: 05/27/2016

Prepared by: Michelle Wood, Department of Planning Services

Pursuant to IC 36-2-11-15(d): I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*Michelle B. Wood*

*[Signature]*



## AFFIDAVIT CERTIFYING SIGNATURES OF LOT OWNERS

State of Indiana            )  
                                          ) ss.  
County of Allen            )

Comes now Dave Springmann, President Woodland Lake Association, Inc., an Indiana not for profit corporation, being first duly sworn on my oath, states as follows:

1. I am the President of Woodland Lake Association, Inc., an Indiana not for profit corporation ("Association"), I am a competent individual over the age of 18 years, I have personal knowledge of the matters set forth in this Affidavit, and that the facts stated herein are true and correct.

2. I have executed this affidavit for the purposes of recording the Amended and Restated Dedication of Easements, Protective Covenants, Restrictions and Limitations for Woodland Lake, Sections I through XI and Added Lots (as defined below), a subdivision in St. Joseph and Washington Townships, Allen County, Indiana ("Amendment").

3. Woodland Lake is a land development consisting of a single family residential subdivision located in Allen County, Indiana that includes 263 single family homes on 265 platted lots, in eleven (11) platted sections, plus two non-platted lots with homes located thereupon included into the Association under an Agreement for Easements and Protective Covenants restrictions and Limitations recorded as Document No. 205010044 in the Office of the Recorder of Allen County, Indiana (the "Added Lots").

4. The titles to all lots have all been conveyed from the land developer

5. The first plat section, Woodland Lake Section I, was recorded over 15 years ago on July 6, 1987 at Plat Cabinet A, Page 10, Document No. 87-034399 in the Recorder's Office.

6. All sections of Woodland Lake, plus the two Added Lots, are governed by the Association.

7. The sections of Woodland Lake are not subject to the same set of covenants prior to this Amendment.

8. Pursuant to Indiana Code Section 32-21-2-3.5, in lieu of having each signature of a lot owner notarized, an officer of a homeowners association is permitted to submit an affidavit with an amendment or revision to a set of homeowners association covenants verifying the signatures of at least two thirds of the lot owners.

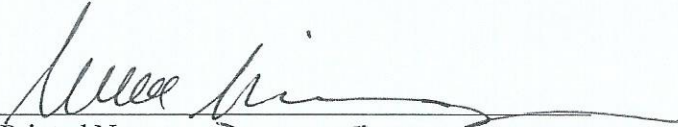
9. Attached as Exhibit A to this Affidavit are the written petitions for approval containing the signatures of 188 lot owners comprising 70.41 percent of the total lots in Woodland Lake, in excess of the required two thirds established in IC 32-21-2-3.5(b)(2)(B). Also attached are 19 petitions for disapproval.

10. I verify and certify that, based on the contents of the petitions received; the signatures in Exhibit A are true and correct signatures of the lot owners as certified thereon.

[The remainder of this page is intentionally left blank. Signature on next page.]



Dated this 11 day of September, 2015.

  
Printed Name: Dave Springmann  
Position: President


STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County and State, personally appeared Dave Springmann, the President of Woodland Lake Association, Inc., who acknowledged the execution of the foregoing Affidavit, and who, having been duly sworn, stated that the facts and matters set forth in it are true and correct.

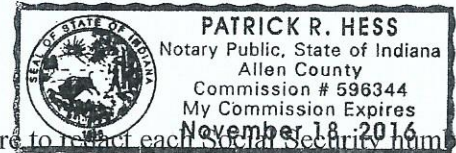
Witness my hand and Notarial Seal this 11 day of September, 2015.

My Commission Expires:

\_\_\_\_\_

  
\_\_\_\_\_, Notary Public  
Resident of \_\_\_\_\_ County, \_\_\_\_\_

This instrument was prepared by Patrick R. Hess, Attorney at Law.  
Attorney No. 19395-02



I affirm, under penalties for perjury, that I have taken reasonable care to inspect each Social Security number in this document, unless required by law. Patrick R. Hess

Return to: Patrick R. Hess, Beckman Lawson, LLP, 201 W. Wayne Street, Fort Wayne, IN 46802.



## EXHIBIT A

Written petitions of lot owners in Woodland Lake Subdivision approving the application of the Amended and Restated Dedication of Easements, Protective Covenants, Restrictions and Limitations for Woodland Lake, Sections I through XI and Added Lots, are attached to this Affidavit on the following pages, consisting of 188 votes for approval. There are also 19 petitions for disapproval included.