

THE FOLLOWING IS A RE-TYPE OF THE PROTECTIVE RESTRICTIONS, COVENANTS, AND LIMITATIONS FOR VALLEY OF THE PINES RECORDED IN STEUBEN COUNTY COURTHOUSE UNDER THE FOLLOWING FILINGS:

*SECTION 1 [LOT 1 - 42] - JANUARY 25, 1977,
MISCELLANEOUS RECORD 36, PAGE 288
*SECTION 2 [LOT 43 - 103] - JANUARY 19, 1979,
MISCELLANEOUS RECORD 37, PAGE 417

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Revised: 22 May 2011

The lots are numbered from 1 to 42*, 43 to 103#, both inclusive, and all dimensions are shown in feet and decimals of a foot on the plat. All streets and easements specifically shown or described are intended for use by the owners of lots in Valley of the Pines and are not for public use.

All lots in said addition shall be subjected and impressed with the covenants, agreements, easements, restrictions, limitations, and charges hereinafter set forth; and they shall be considered a part of the conveyance of the lot in said addition without being written therein. The provisions herein contained are for the mutual benefit and protection of the owners, present or future, of all lots in said addition; and they shall run with the land and shall insure to the benefit of and be enforceable by the owner, or owners, of the land or heirs, successors, grantees, and assigns. Persons shall be considered to be owners of any lot of which they are the purchaser under a conditional contract for the sale of real estate provided that said purchaser is not in default under said contract. The owner, or owners, present or future, of any land or lot included in said addition shall be entitled to injunctive relief against any violation or attempted violation, of the provisions hereof, and also damages for any injuries resulting from the violation thereof; and in addition to the rights heretofore mentioned, the County of Steuben and/or the Steuben County Plan Commission shall be entitled to the same injunctive relief as though they were a property owner in said addition.

1. EASEMENTS AND UTILITY SERVICE

All lots shall be subject to general utility easements as indicated on the plat thereof. Said easements shall be for the following purposes and subject to the following limitations:

- (a) Said easements shall be for general utility services, including storm water, sanitary sewage, water, gas, electric light, telephone and other utility services.
- (b) All utility easements as described on the face of the plat shall be kept free of all permanent structures and the removal of any obstruction by any utility company shall in no way obligate the utility company for damages or to restore the obstruction to its original form.
- (c) Fences shall not be installed on any lot line.
- (d) Areas designated for park and recreational uses may be used by the owners or occupants of lots in Valley of the Pines.

2. PERMITTED DWELLINGS

No lot shall be used for a permanent residence or as a domicile. Only tent campers, truck campers, motor homes, travel trailers (as designated by RVIA Recreation Vehicle Industry Association) and park model trailers (as designated by RPTIA Recreation Park Trailer Industry Association) and originally manufactured for such purpose may be used upon any site not in excess of forty (40) feet in length. **MOBILE HOMES OF ANY MAKE, ANY YEAR, AND ANY SIZE ARE NOT PERMITTED.** It is the intention that all vehicles have facilities for a toilet enclosed within said vehicle and that said system shall be connected to an approved septic system on the lot. No structure other than one each porch, gazebo, tool and/or storage sheds, fireplaces and waste receptacles of an improved design may be erected on any lot providing that sheds, fireplaces and waste receptacles are confined to the rear half of the "improvement area". Porch may contain three solid walls with single pane windows and/or screens with no solid wall extending more than half way from the floor to the roof edge. All doors must be a standard hinged swinging design. Porch floor

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square footage to be no larger than the attached vehicle floor square footage. Porch structure may be attached to the vehicle but not extend over the top of the vehicle. (Definition of a porch is porch and/or deck). **(Amended 3-5-09)**

2.1 DECKS

A deck is not to be considered as a "porch". An "enclosed porch" is an enclosed structure that is added on to the side of the RV unit. The floor of the "enclosed porch" could have been considered as a deck, but once enclosed with either screens or windows, and a roof, this should be considered as an "enclosed porch", and limited to no larger than the square footage of the RV unit. The wall and window configuration shall follow the present Valley of the Pines Restrictive.

Any deck that is not enclosed with the above materials would be unlimited in size (footprint), but must be constructed of materials normal to outdoor construction (treated lumber, composites, etc.). Decks must be constructed on blocks above the ground, as there are no permanent structures allowed in the Valley. All decks must be approved by the VOP Board of Directors, and must follow all Steuben County guidelines and permitting regulations. If a conflict arises between the Steuben County and VOP requirements, the Board of Directors should be notified prior to construction. **(Amended 3-5-09)**

Gazebo sides shall lie within either a 14-foot diameter circle or a 12.5-foot square and be of open construction having no hard windows and with no solid walls extending more than half way from the floor to the roof edge, although gazebo sides and doors may be fully screened; the gazebo roof shall not be attached to any other structure's roof. No more than one (1) camping vehicle shall be permitted upon any one (1) lot. **[Note: The 1998 amendment to add provision for gazebos is listed at the end of the Restrictions.] (Revised 7-13-02 added porch)**

2.2 STORAGE SHEDS

The previous restrictions in Section 2 regarding sheds are hereby revoked and amended as follows: Storage sheds should be defined as a building for the use of storing tools, mowers, golf carts, grills, etc.. Storages sheds are not to be used for additional living quarters. The size of a storage shed will be limited to 160 square feet of floor area. This would include any lean-to or porch that might be considered as part of the project. An overhand, or eave, will be allowed up to 1'-6" from the outside wall line. The height of the shed at the peak will be limited to 12' above the shed floor. The minimum slope of any roof design or style will be 2"/12". Sheds are to be constructed with materials normal to exterior building construction, including materials for direct soil contact. The walls will be of painted/stained wood, vinyl siding, or other materials approved for exterior covering. Shed roofs shall be clad with materials normal to roofing. Sheds shall be constructed on blocks above the ground, as no permanent structures are allowed in the Valley. All storage sheds must be approved by the VOP Board of Directors, and must follow Steuben County guidelines and permitting regulations, in addition to these restrictive covenants. **(Amended 5-23-09)**

3. LOT

The word "lot" as used in these protective restrictions, covenants, limitations, and easements for the Valley of the Pines, or hereinafter used, may mean either any of the said lots as platted, upon which a camper may be placed in accordance with the restrictions hereinafter or hereinbefore set forth in said plat, or such further restrictions as may be set forth in the individual deeds from said owners, or his successors or assigns, provided that every lot in this addition shall measure not less than ten thousand (10,000) square feet.

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No lot as platted herein, shall be further subdivided or conveyed as less than a total lot as herein platted. It is further provided that under no circumstance may the plat be changed to reduce an individual lot size or increase or relocate an "improvement area". Notwithstanding the foregoing, it is expressly agreed that platter, prior to sale of the affected lot or lots, may file revisions of the platted lot boundaries in order to effect acceptable ingress or egress or acceptable elevation per lot; provided, in no instance shall the revised lots measure less than 10,000 square feet after revision, upon the condition that any request for an alteration of the platted lot lines by the developer must be first approved by the Plan Commission.

Adjoining lots, as platted herein may be combined into one single lot upon final approval by the Association Board of Directors. The intent of lot merging is to provide for development or use of an undeveloped lot that cannot be developed because it is below current legal minimum area requirements for septic sewer installation. Such a lot may be combined with another such lot or lots to achieve the legal minimum developable area or with a single lot (served by an existing sewer) to enhance use. It is not intended that lot merging be used simply to provide relief from Association lot fees for members owning multiple lots. The Board shall apply this intent when reviewing requests for merger approval. Merger may only be performed if at least one of the candidate lots is undevelopable because it lacks existing sewer facilities and has an area

less than legal minimum requirements for septic sewer installation. Not more than one candidate lot may be served by a pre-existing, functional sanitary sewer or be greater in area than legal minimum requirements for septic sewer installation. For privately-owned lot mergers, when none of the lot candidates is served by existing sanitary sewer facilities, a preliminary approval by an Association Board majority and all legally-mandated Steuben County pre-construction approvals and permits shall be required prior to the start of septic sewer construction on the combined lot. Before granting preliminary approval, the Board shall require proof from the lot owner that Steuben County accepts the merged lot area as qualified for legal septic development. Privately-owned lot mergers shall receive final approval from the Board by majority vote only after the lot owner supplies proof that the combined property is served by a functional sanitary sewer system. For new septic construction, "functional" includes proof of issuance of all legally mandated Steuben County final septic system approvals and permits. Association-owned lot mergers shall receive final approval from the Board by majority vote when the Board is satisfied that the combined lots are acceptable to Steuben County for legal septic system development.

Until final approval, candidate lots shall continue as original and separate lots. Upon final approval, candidate lots shall continue as one single lot, including voting rights and Association fees. Paid current Association fees for all candidate lots shall constitute payment of fees for the resulting merged lot for the same time period. A merged lot shall not be subsequently re-divided into multiple lots, and it shall not be occupied as if it was a multiple lot. Lot merging under these provisions is only for the purpose of lot recognition by the Association and shall not be construed as obligating any adjustments by governmental taxing authorities. **[Note: The 1997 amendment to add provision for lot merging is listed at the end of the Restrictions.]**

4. CAMPER AND UTILITY PLACEMENT

All campers must be located within the "improvement area" as designated on the deed or recorded survey for the individual lots. The camper placement as well as all utility placement shall conform to the zoning ordinance of Steuben County and furthermore shall be approved by the platter or his designee. (See #5 Approval of Camper Unit)

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5. APPROVAL OF CAMPER UNITS

No camper shall be parked, placed or altered on the lots in said addition, unless the camper, its placement, landscape design and the proposed finished grades shall be first approved by the Valley of the Pines Association. **(Amended 3-5-09)**

6. GENERAL RESTRICTIONS

(a) Each owner shall keep his lot, recreational vehicle, and structures in clean, healthful and safe condition and appearance and shall maintain the same in accordance with the rules and regulations promulgated from time to time by the Valley of the Pines Association. If an owner shall fail to maintain his premises in accordance with said rules and regulations, then the Association, after twenty (20) days written notice, shall have the rights to enter the premises and to take such actions as may be reasonably necessary to correct infractions or improper conditions. The cost of corrective actions by the Association shall become a special assessment and lien against the member and the lot in question and shall be collectible as hereinafter provided. **[Note: The 1998 amendment adding RV's and structures is listed at the end of the Restrictions.]**

(b) No laundry facilities, no temporary sewage, garbage or liquid or solid waste disposal system shall be permitted on any lot. All travel trailers, tent trailers, trucks, motor homes and other camping vehicles shall have their drains sealed for the duration of their stay on the site, unless such drains are connected to an approved sanitary sewer system. Garbage and trash receptacles shall be kept at the rear of all improvement areas, and trash in approved, securely closed plastic bags shall be placed at the front of the improvement areas for regular trash collection. No wrecked, abandoned, discarded or junk vehicle, trailer, water crafts, equipment or material of any kind shall be placed or be permitted on any lot.

(c) No lot shall be used for commercial or illegal purposes, for exhibiting items for casual sale, or for parking of commercial-type vehicles not designed and used for camping. Signs (except for name signs of the owner and except for directional and informational signs erected by the Association) are prohibited. No mini bikes, motor scooters, dune buggies, or other motor vehicles not licensed for operation on the public highway shall be operated in Valley of the Pines. Golf carts are hereby allowed to be operated on the roadways. Golf cart must be a manufactured golf cart, have a visible light if operated at night, and the operator must have a valid driver's license or have submitted a usage request (due to physical impairment) to the Board of Directors for approval. Valley lot owner must submit a copy of proof of liability insurance to the Board of Directors. Snowmobiles are hereby allowed to be operated only on roadways at posted speed limits for ingress and egress to RV units. **[Note: The 1998 amendment adding illegal uses to prohibited actions is listed at the end of the Restrictions.]**

(d) No animals, livestock or fowl of any kind shall be brought upon or kept on any lot except that household pets may be kept on lots provided that they are not raised, bred, or kept for commercial purposes, and are maintained under control at all times and not permitted to create a public health or noise nuisance and their droppings are removed and disposed of. Dogs shall be kept on leashes when not otherwise confined physically to their owner's lot.

(e) No open fires of any kind, including those for the burning of rubbish and debris, shall be permitted within Valley of the Pines, except within a metal or pottery cooking, barbecuing or braising device or

within a masonry fireplace, barbecue or fire pit, provided, however, that special burning or fire permits may be

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issued by the Valley of the Pines Association or the platter. Fires must be extinguished by wetting or burying upon completion of their use.

(f) No trees, brush or vegetation shall be removed from any area or lot other than the "improvement area" as designated on each individual deed or survey without the written approval of the platter or his designee. (See #5 Approval of Camper Unit) In addition, no living trees shall be removed from the designated "improvement area" unless necessary for the location of the camper and necessary utility.

(g) All campers shall be maintained in accordance with accepted maintenance procedures prescribed by the manufacturers of the vehicles and, in absence of said maintenance schedules, the exterior of all vehicles must be thoroughly cleaned and polished no less often than bi-annually.

7. VALLEY OF THE PINES ASSOCIATION

Plattor declares that he shall cause a community association to be organized and to incorporate the same under the laws of the State of Indiana for a not-for-profit corporation, said organization to constitute all of the lot owners in the Valley of the Pines. Plattor shall be incorporator of said corporation and shall provide that every lot in Valley of the Pines, including those owned by plattor, shall be entitled to one vote. Ownership shall include not only fee simple ownership, but also a purchaser under a conditional sale contract provided that said contract is not in default. Any lot which is the subject of a conditional sale contract shall be represented by the purchaser under said contract and said vote shall not be vested in the fee simple owner. Said not-for-profit corporation shall impose upon the owner of each lot an annual maintenance fee in an amount not to exceed Four Hundred Dollars (\$400.00) for 2008, Four Hundred Fifty Dollars (\$450.00) for 2009, and Five Hundred Dollars (\$500.00) for 2010 per year and to be used for the purposes of maintaining and supervising the use of the park, club house, recreational areas, common lake areas, for the removal and control of weeds (both on land and in the water), and for payment of a full-time resident manager. Said maintenance fee may be further used for the maintaining and cleaning of streets, removal of snow, cutting of weeds on sold or vacant lots, repairing of public drains, payment of real estate taxes on any park, recreation or other common areas, and for such other purposes as the corporation may desire. Said maintenance fee imposed shall constitute a lien on each lot inferior only to taxes, assessment, and bona fide mortgages thereon. It is understood, however, that no such assessment or lien shall be imposed on lots owned by the platter. **(Amended 1-21-08)**

[Note: The amendments which increased the annual maintenance fees from \$120 to \$180 in 1983, to \$240 in 1993, to \$285 in 1999, to \$350 in 2004, to \$400 in 2008, to \$450 in 2009 and to \$500 in 2010 are listed at the end of the Restrictions.]

Special assessments may be imposed upon the owner of each lot annually. Special assessments may only be approved at the spring meeting, fall meeting, or a special meeting as may be called by the Board of Directors. Special assessments must be approved by a majority of the attendees at the Annual Meeting or Special Meeting where a quorum of 33% of the lot owners or more are present. Said special assessment shall constitute a lien on each lot inferior only to taxes and assessment and bona fide mortgages thereon. **(Amended 3-5-09)**

8. MAINTENANCE CHARGE LIEN

The amount assessed against each lot in said addition shall be payable by owners thereof to the secretary-treasurer of the Association within ten (10) days from the time that notice of such assessment has been

mailed to them by the secretary-treasurer and each such assessment shall be, is and remain a lien upon the respective lot against which the assessment is made until payment thereof to the secretary-treasurer. All

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payment of assessments shall be noted on the books of the Association, and on request, the secretary-treasurer shall furnish to the owner of a lot in said addition a certificate showing the assessment made upon said lot in the amount, if any, of such assessment remaining unpaid, and such certificate shall be relief upon the lot owner and any respective purchaser or mortgagee on purchasing or accepting mortgage upon a lot. The lien of said assessment may be foreclosed if unpaid, and past due, the same as mechanic's liens are foreclosed, without relief from the valuation and appraisal laws and with reasonable attorney fees.

9. ROADWAYS

Owners and conditional contract purchasers of all lots in Valley of the Pines recognize and acknowledge that roads in Valley of the Pines are and will be owned by the Association and will be maintained by the Association, and covenant and agree that they will not individually or severally petition or request any municipal authority or other governmental agency to acquire, or accept responsibility for maintenance, repair, or operation of said roads and/or facilities or to render Valley of the Pines other proprietary services such as trash removal, snow removal, and the like. The areas designated as "community areas" in the annexed plat of Valley of the Pines are and will be owned by the Association and such parts, portions or all of those areas as the Association shall from time to time designate will become and constitute the common areas for the use and benefit of the said owners and contract purchasers in accordance with the provisions herein set forth and subject to such terms and conditions as the Association shall prescribe. Neither the annexed plat of the Valley of the Pines nor anything therein or herein contained shall constitute or be construed as a dedication to the public or otherwise of any right, title or interest in or to the roads, areas described as "community areas", or any other areas or facilities included in said plat.

10. WELLS AND SEPTIC SYSTEMS

All sewage from each lot will be disposed of using a septic tank, an absorption field, or other approved treatment systems, in accordance with the applicable standards of the County and/or State Board of Health having jurisdiction thereof, and the operation of such system shall be maintained at all times. All persons contracting for construction of sewage facilities shall be approved by platter in order that control over the quality of construction might be maintained. All wells shall be constructed to conform with the applicable rules and regulations of this County and/or State and in such a manner as to be as inconspicuous as possible and shall be constructed within the "improvement area" when applicable, however, when necessary may be constructed out of said area in order to comply with building requirements of Steuben County.

11. AMENDMENT OF RESTRICTIVE COVENANTS

In order to further preserve, protect and enhance the health and welfare of lot owners, these covenants may be amended by the Association providing that owners of at least sixty-six (66) percent of those eligible lots which are voted agree to said amendment and execute the same subject to the approval thereof by the County Plan Commission of Steuben County. Written notice of each proposed amendment shall be supplied to every lot owner at least 30 days prior to the date set for voting completion, and no subsequent wording changes to such proposed amendment shall be made prior to voting completion. Eligible lots are those which are current in Association annual fees and are assigned one vote per lot; lots owned by the Association and entered into common property are not eligible for vote. **[Notes: The 1992 amendment to change the required agreement numbers from 75% or 77.25 lot owners is listed at the end of the Restrictions; the 1997 amendment to change the required agreement vote count from an absolute 66% of all 103 Valley lots (or 68 lots) is listed at the end of the Restrictions.]**

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12. VIOLATION/FINE PROCESS

Violators of any of the Protective Restrictions, Covenants and Limitations for the Valley of The Pines and/or the Code of Conduct will be first warned either in person or by U.S. mail. Upon the first offense, the violators will be assessed a fine of \$50.00, which fine may be appealed to the Valley of The Pines Board of Directors for a hearing. Second violations will be assessed a fine of \$200.00. Third violations will be assessed a fine of \$500.00.

Pursuant to the Protective Restrictions, Covenants and Limitations for the Valley of The Pines and/or the Code of Conduct violations, the Board of Directors may seek an injunction against any violator who accumulates more than three violations, prohibiting said violator from the use and enjoyment of the common areas, with exception of roadways, of the Valley of The Pines campsite area.

(Section 12 added 7-13-02)

Approved by:

Board of Commissioners

County Plan Commission

Steuben County, Indiana

Steuben County, Indiana

1. Recorded in Miscellaneous Record 39, page 103
December 23, 1982
Alice Eble, Recorder, Steuben County

The Association requested an amendment to the annual maintenance fee (Article 7, paragraph 2) from \$120.00 to \$180.00 per year, effective with the 1983 maintenance fee. The Valley of the Pines Association complied with the requirements of the Amendment procedure by submitting the approval affirmative ballots representing 82 lot owners, representing 80% of the lot owners including the platter.

Robert Rank, President
Valley of the Pines Association

Approved by the Steuben County Planning Commission
D.E.Lanman, Jr. Director
December 15, 1982

2. Recorded in Record 44, page 583
June 8, 1992
Mary Jane Sanders, Recorder, Steuben County

The Association requested an amendment to Article 11 changing the percentage required to amend these Restrictions from 75% to 66%. The Valley of the Pines Association complied with the requirements of the original amendment procedure by submitting the approval affirmative ballots of 82 lot owners.

Carl Denlinger, Secretary
Valley of the Pines Association

Approved by the Steuben County Planning Commission
Philip K. Meyers, Plan Director/Zoning Administrator
June 8, 1992

3. Recorded in Record 45, page 354
Feb 10, 1993
Mary Jane Sanders, Recorder, Steuben County

The Association requested an amendment to the annual maintenance fee (Article 7, paragraph 2) to \$240.00 per year, effective with the 1993 maintenance fee. The Valley of the Pines Association complied with the requirements of the Amendment procedure by submitting the approval affirmative ballots representing 68 lot owners, representing 66% of the 103 lot owners.

Charles Cromley, President
Valley of the Pines Association

Approved by the Steuben County Planning Commission
Philip K. Meyers, Plan Director/Zoning Administrator
Jan 5, 1993

- 4. Recorded in Record -----
 August ---, 1997
 -----, Recorder, Steuben County

The Association requested an amendment to the Lot description section (Article 3) to add a section providing a lot merging process when needed to comply with county minimum-area rules for new septic system development. The Valley of the Pines Association complied with the requirements of the Amendment procedure by submitting the approval affirmative ballots representing 87 lot owners, representing 84% of the 103 lot owners.

The Association also requested an amendment to Article 11 changing the vote required to amend these Restrictions from 66% of 103 lots to 66% of the lots casting votes and adding statements of vote eligibility and advance written notice of voting. The Valley of the Pines Association complied with the requirements of the original amendment procedure by submitting the approval affirmative ballots of 83 lot owners, representing 81% of the 103 lot owners.

James Rowe, President
 Valley of the Pines Association

Approved by the Steuben County Planning Commission
 -----, Plan Director/Zoning Administrator
 August ---, 1997

- 5. Recorded in Record -----
 December ---, 1998
 -----, Recorder, Steuben County

The Association requested an amendment to the annual maintenance fee (Article 7, paragraph 2) to \$285.00 per year, effective with the 1999 maintenance fee. The Valley of the Pines Association complied with the requirements of the Amendment procedure by submitting the approval affirmative ballots of 52 lot owners, representing 79% of the 66 eligible lot owners who voted on this issue.

The Association requested an amendment to the permitted dwellings to permit construction of a gazebo on each lot (Article 2, paragraph 1). The Valley of the Pines Association complied with the requirements of the Amendment procedure by submitting the approval affirmative ballots of 51 lot owners, representing 80% of the 64 eligible lot owners who voted on this issue.

The Association requested an amendment clarifying maintenance requirements for owners (Article 6, paragraph a) and clarifying prohibiting illegal lot usage (Article 6, paragraph c). The Valley of the Pines Association complied with the requirements of the Amendment procedure by submitting the approval affirmative ballots of 59 lot owners, representing 83% of the 71 eligible lot owners who voted on this issue.

James Rowe, President
 Valley of the Pines Association

Approved by the Steuben County Planning Commission
 -----, Plan Director/Zoning Administrator
 December ---, 1998

TRANSCRIPTION NOTES TO RESTRICTIVE COVENANTS AND AMENDMENTS --

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Transcription Notes:

This is a retype from copies of Section 2 of the 1979 Restrictions, the R. Rank 1988 retype of the entire Restrictions, and the C. Denlinger 1992 retype of the entire Restrictions. It includes the only amendment (1993) enacted and recorded since the 1992 re-type.

4 Nov 1996
James W. Rowe
President, VOP Board of Directors

Revisions have been included as a result of the two 1997 amendments enacted and recorded since the 1996 re-type.

15 August 1997
James W. Rowe
President, VOP Board of Directors

Revisions have been included as a result of the three 1998 amendments enacted and recorded since the 1996 re-type.

2 June 1999
James W. Rowe
President, VOP Board of Directors

Revisions were made 13 July 2002 to include porch restrictions and member use of golf carts. Also included is the addition of the Violation/Fine Process. Was requested and approved by Valley of The Pines members by mail ballot concluded on 21 June 2002.

13 July 2002
Kenneth E. Lewis
President, VOP Board of Directors

Revisions have been included as a result of one amendment passed by a majority of members by mail ballot mailing on 1 October 2007.

21 January 2008
James E. Fuller
President, VOP Board of Directors

Revisions have been included as a result of four amendments passed by a majority of members by mail ballot mailing on 30 August 2008.

9 March 2009
James E. Fuller
President, VOP Board of Directors

Revisions have been included as a result of one amendment passed by a majority of members by mail ballot on 23 May 2009. This amendment was created by James E. Fuller (President at the time) and executed on:

17 October 2009
Sean M. LeFebvre
President, VOP Board of Directors

Transcription Notes:

This is a retype and includes all of the amendments enacted and recorded to present date.

22 May 2011
Cindy E. Hudec
Treasurer, VOP Board of Directors