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**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR
FOX CHASE FARMS**

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**FOX CHASE
FARMS**

THIS DECLARATION, made this 8th day of

February, 1995 by Cambridge Home

Builders, Inc., an Indiana corporation (hereinafter referred to as the "Developer").

WITNESSETH

Whereas, the Developer is the owner of the real estate legally described herein and commonly known as Fox Chase Farms; and

Whereas, the Developer desires to develop Fox Chase Farms as a residential community; and

Whereas, the Developer desires to promote the orderly development of the Subdivision and to provide for the maintenance of common area by subjecting the real estate owned by the Developer to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of the subdivision and real estate comprising the development; and

Whereas, the Developer deems it desirable to subject the real estate to the said covenants, restrictions, conditions, reservations, easements, charges and liens for the mutual benefit of the real estate and under a general plan and scheme of development and improvement of the subdivision.

NOW THEREFORE, the Developer hereby declares that all of the platted lots and real estate located within the Subdivision as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants, restrictions, conditions, reservations, easements, charges and liens, all of which are declared and agreed to be in furtherance of a plan for the improvement of the real estate and sale of the said lots in the Subdivision, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of the said lots

situated therein.

Article I

DEFINITIONS

The following terms or words, when used in this Declaration, shall have the meanings attributed below:

Section 1. "Association" shall mean and refer to the Fox Chase Farms Property Owners Association, Inc., an Indiana nonprofit corporation.

Section 2. "Board" shall mean the Board of Directors of the **Association**.

Section 3. *Committee shall mean the Architectural Control Committee for the Subdivision which is created and shall have the authority and duties as provided for herein.

Section 4. "Common Area" shall mean all real estate, whether in one or more separate parcels, which the Association or the Developer owns for the non-exclusive common use and enjoyment of the Owners of Lots shown on the recorded Subdivision plat or plats. Common Area specifically does not include the constructed wetland area, mound septic area, septic set aside area or any other area or real estate which is reserved exclusively as a private utility casement pursuant to this Declaration.

Section 5. "Developer" shall mean Cambridge Home Builders, Inc., an Indiana corporation, its successors and assigns, if any such successor or assignee acquires the undeveloped portion of Fox Chase Farms, from the Developer for the purpose of development.

Section 6. "Lot" shall mean and refer to any lot or other tract in the Subdivision, together with any and all improvements thereon, as shown on the plat or plats thereof and designated thereon with a number for identification on which a residential structure could be constructed, whether or not one has been constructed.

Section 7. "Maintenance" shall mean the exercise of reasonable care, including buildings, roads, casements of ingress and egress, drainage casements, water detention or retention easements, utility easements, parks, landscaping,

lighting and other related improvements and fixtures in a condition comparable to their original condition.

Section 8. "Member" shall mean every person or entity holding membership in the Association.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the Subdivision, including the Developer, and including contract sellers, but not including contract purchasers.

Section 10. "Subdivision shall mean and refer to all such existing properties, and additions thereto and less and excepting any retractions therefrom, as are subject to this

Declaration and any supplemental Declaration or Declarations, under the provisions of Article II hereof, and shall initially include the real property described in Article II, Section 1.

Section 11. "Utility shall mean the entity established by or designated to manage and operate the wastewater treatment utility system including but not limited to all related easements, real estate, sand mounds and constructed wetlands pursuant to Article VIII hercin.

Article II

**PROPERTY SUBJECT TO THIS DECLARATION;
ADDITIONS
THERE TO, DELETIONS
THEREFROM**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration, is located in Porter County, Indiana, and comprises all of the Lots, tracts and easements shown and/or platted within or upon the property legally described as follows:

The South half of the **Northeast Quarter of Section 23, Township 36 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, excepting therefrom the following: Beginning at a railroad spike in the pavement marking the Southeast corner of the Northeast Quarter of said Section 23; thence West, along the South line of the Northeast Quarter of said Section 23, a distance of 669.47 feet to an iron rod; thence Northeastwardly, with a deflection angle of 154°47'58" (154°53'47" deed) to the right, a distance of 733.16 feet (733.40 feet deed) to a railroad spike in the pavement on the east line of the Northeast Quarter of said Section 23; thence south, with a deflection angle of 114°04'57" (113°55'49" deed) to the right, and along the east line of the Northeast Quarter of said Section 23 a distance of 312.23 feet (310.02 deed) feet to the place of beginning; and also that part of the Northeast Quarter of the Southeast Quarter of Section 23, Township 36 North, Range 6 West in Porter County, Indiana, which lies north of the following described exception: Beginning at an iron rod on the north line of the Southeast Quarter of said Section 23, said iron rod being 199.75 feet (198.05 feet dead) west of a railroad spike marking the northeast corner of the Southeast Quarter of said Section 23; thence west, along the north line of the Southeast Quarter of said Section 23 a distance of 469.72 feet (471.42 feet dead) to an iron rod; thence southwestwardly, with a deflection angle of 25°12'02" (25°06'13" deed) to the left, a distance of 710.48 feet (713 feet deed) to an iron rod on the West line of the**

**Northeast Quarter of the Southeast Quarter of said Section
23, said iron rod being**

**302.56 feet south of an iron rod marking the northwest corner of the
Northeast Quarter of the Southeast Quarter of said
Section 23; thence south, with a deflection angle
65°49'45" (66°07'42" deed) to the left, and along the
west line of the Northeast Quarter of the Southeast:
Quarter of said Section 23 a distance of 219.22 feet
(218.7 feet deed) to an iron rod; thence
northeastwardly, with a deflection angle of 114° 10'15"
(113°52'18" deed) to the left, a distance of 1225.25
feet (1228.36 feet deed) to the place of
beginning. Containing 79.82 acres, more or less,
excluding exceptions.**

**Section 2. Platting and Subdivision Restrictions. The Developer shall be
entitled at any time and from time to time, to plat, replat or vacate existing
plattage of all or any part of the real estate subjected to this Declaration, and to
file subdivision restrictions and/or amendments thereto with respect to any
undeveloped portion, or portions of, or additions to the Subdivision.**

**Section 3. Additional Real Estate. Developer may, but shall have no
obligation to, add at any time or from time to time to the scheme of this
Declaration additional real estate, provided only that (a) any portion of the real
estate from time to time added to the scheme of this Declaration shall be
contiguous to property then subject to the scheme of this Declaration, (b) any
portion of such real estate shall, at the time of addition to the scheme of this
Declaration, be platted as single family residential lots, (c) said plat of added real
estate shall dedicate, or commit to dedicate, the Common Area of said plat of real
estate, and (d) upon addition of the real estate to the scheme of this Declaration, the
owners of the property therein shall be and become subject to this Declaration,
and shall have all privileges and obligations set forth in this Declaration,
including assessment by the Association for their prorata share of Association
expenses. The addition at any time or from time to time of all or any portion
or portions of the real estate to the scheme of this Declaration shall be made
and evidenced by filing in the Office of the Recorder of Porter County, Indiana, a**

supplementary Declaration with respect to that portion of real estate to be added. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner and/or Mortgagee of land in the Subdivision.

Section 4. Retractable Real Estate. At the sole election of the Developer, all of the real estate specifically described in Section 1 of this Article and subject to this Declaration may be withdrawn from submission hereunder at one time, or portions thereof at different times; provided, however that no real estate may be withdrawn which has been developed. AU Owners, mortgagees and the Association are hereby deemed to consent to the vacation, and waive all right to remonstrate thereto, of any portion of the plat of the Subdivision not developed in which the Developer has withdrawn from this Declaration.

Article
III

**PROPERTY
RIGHTS**

Section 1. Title to Common Area. Developer may retain the legal lide to the Common Area so long as it owns at least one Lot in the Subdivision. On or before conveyance by Developer of the last Lot which Developer owns in the Subdivision, Developer shall convey the Common Area to the Association subject to taxes for the year of conveyance and to restrictions, conditions, limitations, reservations and easements of record; subject, however, to a reservation hereby perpetually reserved to the Developer, its successors and assigns, of the non-exclusive right to use and enjoy the common utility casements, easements of drainage, and ingress and egress easements for the benefit of real estate owned and to be owned by the Developer located on real estate which is contiguous to the Subdivision.

Section 2. Reservation of Easements. Developer does hereby reserve and grant the following easements within the Subdivision:

- A. Subject to the conditions and stipulations set forth herein and those contained on the plat or plats of the Subdivision, public easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of storm sewer, water, natural gas, drainage, electric,

telephone, cable television or other public, quasi-public or private utility services are hereby granted and reserved as depicted and shown on the plat or plats of the subdivision by diagonal cross-hatching and denoted as "Public Easement". Further, any additional easements for such purposes may be granted by the Developer and/or the Board at any time for the purpose of obtaining such utility service.

B. Subject to the conditions and stipulations set forth herein and those contained on the plat or plats of the Subdivision, private easements for itself and the utility or their designees, successors and assigns for the purpose of installation, construction, reconstruction, maintenance, repair, operation and inspection of sanitary sewers, including without limitation, the collection system, constructed wetlands, mound septic field and all related improvements, pipes, structures and facilities related thereto are hereby granted and reserved as depicted and shown on the plat or plats of the Subdivision by cross hatching and denoted as "Private Easement".

Section 3. Owners' Easements of Enjoyment. Every Owner of a Lot shall have a non-exclusive common right and easement of enjoyment and ingress and egress in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot, subject to the following:

C. The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosures;

D. All provisions of this Declaration, any plat of all or any part or parts of the property, and the Articles and By-Laws of the Association;

E. Rules and Regulations governing the use and enjoyment of the Common Area adopted by the Association or the Utility;

F. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the property; and

G. Easements for installation and maintenance of utilities and drainage

facilities as shown on the recorded plat of the Subdivision and granted hereby. Within these easements, no structure, planting other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, impede, or change the direction of flow of drainage facilities in the easements. The easement areas shown on each Lot and all improvements thereon shall be continuously maintained by the owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible. No dwelling unit or other structure of any kind shall be built or erected or maintained on any such easement, reservation or right-of-way, and such easements, reservations and rights-of-way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Developer, its successors and assigns of the right to use and enjoy the same non-exclusive easements, for the benefit of additional real estate owned or later acquired by Developer located or real estate contiguous to the Subdivision.

Section 4. Right of Entry. The Developer and the Association, through their duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner thereof, to enter any Lot or tract of real estate at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. Access to Damon Run. Notwithstanding, the platted property lines affecting Numbered Lots 73, 74, 79, 80, 81, 88, 89 and 90, each Lot shall have the right of direct ingress to and egress from Damon Run.

Section 6. No Partition. There shall be no judicial partition of the Common Area, nor shall Developer, or any Owner or any other person acquiring any interest in the Subdivision, or any part thereof, seek judicial partition thereof of the Common Area. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Article IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Purpose of the Association. The primary purpose of the Association shall be to insure high standards of maintenance and operation of all property and Subdivision, including that property reserved by the Developer for the detention and management of storm water easements, to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Subdivision. In addition,

the Association shall consider its primary purpose to manage and support financially all and real estate owned by the Association, if any, as well as the storm drainage detention easements located within the Subdivision.

Section 2. Creation of the Association. As soon as is practicable following the recordation of this Declaration, Developer shall cause the Association to be incorporated as an Indiana nonprofit corporation, and to convey legal title to all real estate to the Association, if any. Prior to the appointment of the Board of Directors by the Developer, responsibility for the control of the Association shall remain the exclusive responsibility and obligation of the Developer or its designated agents and employees.

Section 3. Membership. Every Owner, including the Developer, at all times so long as the Owner owns all or any part of the property subject to this Declaration, 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. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of Incorporation.

Section 5. Board of Directors. The Association shall have a Board of three (3) Directors who shall constitute the Board of Directors.

(a
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The Directors and Officers of the Association shall not be liable to any Owner for any mistake of judgment or any acts or omissions made in good faith by such Director or Officer. The Owners shall indemnify and hold harmless each of the Directors or Officers against all

liability arising out of contracts made by such Directors or Officers on behalf of the Owners and Members of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration.

The Board shall have the authority to and shall obtain comprehensive public liability insurance, as it shall deem desirable, and other liability insurance or insurances as it may deem appropriate in the circumstances. The premiums for such insurance shall be an expense to be paid by the Association.

Section 6. Powers and Duties of the Association. The Board of Directors of the Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law in this Declaration:

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To own, maintain and otherwise manage the storm drainage detention basins located within the Subdivision and vacant and unimproved property, if any, and to do any and all other things necessary or desirable in the sole judgment of the Officers or Directors of the Association.

**(6
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To care for and maintain the landscaping, plantings and signs located within the Subdivision in a good and neat appearance.

To make such improvements to the facilities under its control within the Subdivision, and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of a simple majority of the members of the Association acting in accordance with its constitution and Bylaws provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable and exclusive residential community.

(d)

Until such time as the Board of Directors is duly elected, all the powers and duties enumerated above shall be exercised exclusively by the Board of Directors, as appointed by the Developer. The Developer, at Developer's discretion may appoint Owners to serve on the Board of Directors at such time as it deems appropriate. The first elected Board shall be elected not later than one year after 100% of those Lots which have been subjected to this Declaration have been sold and title has been conveyed from the Developer to an Owner. All Owners of record who have been subjected to this Declaration shall be eligible to vote for said Board. All Directors of the first elected and all subsequent Boards of Directors of the Association, shall be nominated and elected pursuant to the Bylaws of the Association.

Article

V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Arcament. The Developer, for each Lot owned by it within the Subdivision, hereby covenants and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten (10%) per cent per annum, and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the real estate and shall be a continuing lien upon the Lot or Lots against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by

non-use of the Common Area or by abandonment, or otherwise.

Section 2. Purpose of Assessment. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision, including but not limited to the following:

- A. Improvement, maintenance and repair of the Common Area;**
- B. Water, sewer, garbage, electrical lighting, telephone, gas and other necessary utility services for the Common Area;**
- C. Maintenance and repair of all storm drains, drainage easements, storm water detention or retention easements, sanitary sewers, parks, private roads, and easements shown on the plat or plats of the Subdivision recorded in the Office of the Recorder of County of Property County, Indiana.**
- D. Routine maintenance and inspection of septic tanks and any and all related drains and pipes located on each Lot and easements throughout the Subdivision.**
- E Fire insurance covering the full insurable replacement value of all improvements located on the Common Area with extended coverage;**
- F. Liability insurance insuring the Association and the Board, as well as each Director in their individual capacity, against any and all liability to the public, to any Owner, or to the licensees, invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association;**
- G. Worker's compensation insurance to the extent necessary to comply with the Indiana law, and any other insurance deemed necessary by the Board;**
- H. Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation, all equipment, furnishings, and personnel necessary or proper for use of the**

Common Area.

- 1. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration, or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Area, for the benefit of the Owners, or for the enforcement of these restrictions.**

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repairs, shall in no event exceed One Hundred Fifty Dollars (\$150.00), per Lot, per annum. The Board shall fix the assessments, which shall be in amounts determined in accordance with the projected financial need; of the Association as to which the decision of the Board shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board, the maximum amounts of the assessments may be increased or decreased from the amount hereinabove set forth.

Section 4. Uniform Rate or Assessment. All regular and special assessments shall be at a uniform rate for each Lot in the Subdivision without adjustment for size of Lots, number of residents or use or nonuse of the Common Area.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessment, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, re-construction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-third (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments; Due Date. The assessments for which provision is herein made shall commence on the

first day of the month, or as fixed by the Board to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due date of any assessment shall be fixed in the resolution authorizing such assessment and any such assessment shall be payable in advance in monthly installments unless such other periods are determined by the Board.

Section 7. Duties of the Board of Directors. The Board shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment, at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by the owners. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon, and the cost of collection thereof, become a continuing lien on the Lot or Lots against which such assessment is made that shall bind such Lot in the hands of the Owner, and the Owner's heirs, devisees, personal representatives and assigns, and shall also be continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date the assessment shall bear interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot or Lots in like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the owner, and there shall be added to the amount of

such assessment the cost of any such action (including a reasonable attorneys'

fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessment for which provision is herein made shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust provided such mortgage is a purchase money mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No such sale or transfer or proceeding in lieu of foreclosure shall relieve any Lot or Lots from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Article VI

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood, maintenance, including paint, repair, roof repair and replacement, gutters, down-spouts, exterior building surfaces, and yard clean-up and/or maintenance, septic tank inspections, pumping, repair, maintenance or replacement; provided, however, that ten (10) days written notice must first be given to the Owner of any such Lot or Lots of the need of such clean-up and/or maintenance.

Section 2. Assessment of Cost. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed, or, in the opinion of the Board, against the Lot or Lots benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined

to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot or Lots and the personal obligation of the Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees, and cost of collection, as provided for the other assessments of the Association and shall be subordinate to mortgage liens as provided for herein.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or Lots or the exterior of any improvements thereon at reasonable hours any day except Sunday.

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Article VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Power of Committee. There is hereby created an **Architectural Control Committee** for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Developer shall function as and grant all approvals and variances provided for herein until Developer conveys the last Lot which Developer owns in the Subdivision, except that Developer may elect to delegate and assign such duties and responsibilities to the Committee prior to that time. The Committee shall be composed of no less than three (3) individuals appointed by the Board to serve at the Board's pleasure. Two-thirds (2/3rds) of the Committee shall also be Members of the Association. A majority of members of the Committee shall constitute the decision of the Committee.

A. In General. No dwelling, house, building, structure or improvement of any type or kind shall be constructed or placed on any lot in the

Subdivision without the prior approval which shall be obtained only after written application has been made to the Committee by the owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. In addition, such plans and specifications shall show the finished grade elevation, mailbox type and location; yard light type and location proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require.

There shall also be submitted, where applicable, the permits or reports required elsewhere in these Restrictions. Exhibit A attached hereto and incorporated herein by reference is a typical lot site layout for general information to Owners and their builders, contractors and agents. The Committee shall not be limited or restricted to matters specifically shown or delineated on Exhibit A.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(i) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

(ii) The design, color scheme or construction materials of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(iii) The proposed improvement, or any part thereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of the other Owners.

(iv) The size, design or location of the septic tank upon the Lot in accordance of Drawing No. H-1 attached hereto as Exhibit B and applicable regulations established by

law and/or the Utility,

C. Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions, and no variance or adjustment shall be granted which is materially detrimental or injurious to other Lots in the Subdivision.

Section 2. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. Should the Committee fail to act within the specified time, the requirements of this Article shall have been automatically waived and the Owner's plans shall be deemed to have complied with all requirements hereof. One copy of all submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for the disapproval.

Section 3. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, nor the Association, shall be responsible in any way for an specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 4. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

Article VIII

SANITARY SEWER UTILITY

Section 1. Establishment of Utility. The Developer shall create, contract for or operate an independent wastewater treatment utility for the purpose of providing disposal service accepting and treating wastewater from the Subdivision (hereinafter referred to and previously defined as the "Utility") . The Uulity, may, subject to the jurisdiction of the Indiana Utility Regulatory Commission, establish rates and charges for such service and petition and receive a Certificate of Territorial Authority from the Indiana Utility Regulatory Commission. No Owner shall object or remonstrate in any way to the Utility or Developer seeking such approval; however,

this Section shall not be deemed a waiver of Owner's privilege to contest or challenge the amount of rate or charge increases proposed by the Utility following the initial schedule of rates and charges.

Section 2. Creation of Easements. In addition to those easements granted and reserved in Article III, there is hereby granted and reserved, for the benefit of the Utility, private easements- for the general purpose of providing the sewage disposal service anticipated by Section 1 of this Article, including, without limiting the generality of the foregoing, the mound septic field area, constructed wetland area, and set aside mound area as depicted and shown on the plat or plats of the Subdivision. The Developer or Board may grant additional easements for such purposes at any time.

Section 3. Location of Septic Tank and Water Well. No septic tank or water well shall be located or placed on any Lot or Lois except in the designated zones pursuant to Drawing No. H-1, the Water Well and Holding Tank Plan prepared by Plumb Tuckelt & Associates and attached hereto and incorporated herein as Exhibit B. A full size copy of Exhibit B shall be recorded contemporaneously with this Declaration in the Office of the Recorder of Porter County, Indiana. Pursuant to Article VII, the Committee shall review the location of the septic tank and water well and may grant variances to the location as provided for therein.

Section 4. Septic Tanks. The following standards shall be strictly observed and adhered

to:

A. **Materials.** materials shall be Harford reinforced concrete tank or equal approved for installation by the State of Indiana capable of withstanding lateral pressures for intermittent periods between pump-out and liquid filling. The septic tank should contain an internal baffle and connecting tees accessible by surface access risers. The pipe connections through the tank walls shall be a gasketed watertight connection capable of accepting ASTM D 1785 Schedule 40 PVC pipe. The tanks shall be fitted with covered risers extending four inches above finished grade. Please refer to the detail drawing for design recommendations on concrete tanks.

B. Installation. The septic tank shall be set plumb and level in a **bed of sand or gravel according to the manufacturer's specifications. The select aggregate shall be**

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placed to a height 4-6 inches above the midline of the tank. Native soil may be used for the final backfill.

Risers shall be 24 inches in diameter and field cut and installed prior to final backfill. Appropriate gasket material shall be placed around the riser connection to the septic tank. Risers shall be cut such that they are at least four inches above grade. Risers shall be fitted with fiberglass or metal covers with tamper proof locking screw or locks.

Rip-rap, 3-6 inches in size shall be placed around the risers to protect the riser from accidental damage from vehicular traffic. Alternatively, four eight foot railroad ties may be set in four foot post holes. The ties should be set in a four foot square around each riser.

Section
5.

**On-Site Septic Tank Effluent Pump and Gravity
(Step/Step) Tanks, Lines and Appurtenances.**

A. In General. This section covers specifications relating to on-site treatment tanks, pumped and gravity effluent lines and appurtenances required for conveyance of wastewater effluent to a common collection system. The provisions of this section are also provided for in the Construction Specifications for Wastewater Treatment System which shall continue to be applicable and binding upon all Owners as provided herein and contains certain related sections relating to matters provided in this section.

B. Quality Assurance. All wastewater from kitchens, laundry, bath, and mop sinks shall be intercepted prior to the treatment tank(s). Before start-up, tanks shall be smoke tested to confirm that connected plumbing is properly vented to external building vents.

C. Job Conditions. Flotation of tanks in areas of high groundwater shall be anticipated before locating buildings and tanks. Structural features and operational procedures shall be submitted to the Engineer or Owner's Representative for approval prior to final site design. Existing tanks shall be removed or abandoned in place if not meeting requirements for new service including leak test. Contractor shall submit shop drawings of existing tanks showing compliance with this section and Section 01300 - Submittals.

D. Products: Tanks and inlet piping. Tanks shall be sized according to flow criteria approved by the Indiana Department of Health and as shown on the drawings. Minimum tank capacity will be 1200 gallons.

Tanks shall conform with applicable codes regarding construction details and dimensions. If not strictly prohibited by applicable codes, tanks will have inlet and outlet risers with lockable covers; covers will be designed for H-20 loading in traffic areas; inlet riser shall be minimum of 8" diameter outlet and access the pumps and equipment installed but shall be no less than 24" diameter; and intermediate 8" diameter risers shall be required on tanks greater than 3000 gallons.

All tanks shall have approved shop drawing submittals prior to ordering and installation.

Tanks shall be designed for all structural loads including backfill, adjacent construction activity and vehicle access. Tanks shall be protected with structural slabs as required and approved by the Engineer.

To assure retention of solids and grease in the tanks, all tanks shall have a plastic effluent screen of at least 12 square feet of surface area and 1/8 inch openings.

E. Products: Pumps and Outlet Piping. Furnish and install two (2) submersible effluent pumps. Each pump shall be capable of delivering 8 gpm at 60 feet TDH respectively, with shut-off head of 237 feet TDH (minimum). The pump motor shall be one-half (1/2) HP minimum, single phase, 60 Hz, 115 volts, one inch (1") discharge. Use Orenco PIOOSI OSHHF

submersible high head effluent pump or approved equal.

To provide maximum efficiency of the tank effluent screen, each pump discharge and gravity outlet be limited to 10 gpm maximum flow rate using a flow control orifice regardless of inflow rate or downstream head, Flows greater than 10 gpm blind screens with use causing frequent cleaning.

Pressure service lines from Septic Tank Effluent Pump Tanks shall be a minimum of 1" diameter. A shut-off valve (gate, plug or ball) shall be installed in a tamperproof box at the property line as shown on the drawings. A swing check valve shall be installed in the same box with an additional swing check valve installed at the tank outlet. Valve shall be full-port type constructed of non-corrodible materials such as plastic or stainless steel.

Gravity flow sewer lines from Septic Tank Effluent Gravity Tanks to small diameter gravity lines shall be a minimum of 1 1/4" diameter. All lines shall have a minimum capacity of 10 gpm flow half-full based on $n = 0.013$ and $C = 150$. Each service line shall be vented at the upper end. Venting shall be continuous through the tank and building stack.

F. Products: Pump Controls. Pump control panels shall be powered through a dedicated breaker in the building being serviced.

Control panels shall be NEMA 4X with lockable doors and be exterior mounted and visible to Owner's service personnel in a publicly accessible location.

Electrical conduits shall be gas-tight at the tank and panel.

A high-water alarm switch shall activate a user-cancelable buzzer and an alarm light. Access to the alarm light reset shall be restricted to Owner's service personnel.

Alarms shall be separately fused so that trip of pump breaker shall not disable alarm.

Pump control panels shall be equipped with elapsed time meters and may also be equipped with event counters. Operation controls shall be A-O-A. Dual pumping units shall have operator cancelable automatic alternators and event counters.

Section 6. Septic Tank Precautions. Septic tanks contain numerous species of bacteria, fungi, and other microorganisms that are able to break down the raw sewage entering the tank. Since the system is alive, it is important to eliminate entirely or minimize the use of toxic chemicals and disinfectants. Household bleach, for example, should only be used in the quantities and concentrations specified by the manufacturer on the container. Enzyme whiteners are preferable to bleach. Soap usage should also be kept to the quantities specified on the containers. Soaps free of phosphates are preferable. Over-use of soaps, especially in hard water areas, is especially common. Disinfectants are another source of septic tank failures, and these very powerful bactericides must be used strictly according to the manufacturers instructions. Waste receptacles should be placed in bathrooms to receive female hygiene products and any other solid waste. Only white toilet paper, human waste, kitchen waste, dishwasher, bath, shower, and sink wastewater should enter the septic tank. Plastics and other inorganic materials should not be flushed down toilets. Where possible, hair should be removed from tub and shower screens and placed in solid waste containers.

Section 7. Septic Tank Inspections. The Association shall cause an inspection to be made of each septic tank in the Subdivision, at least annually, and perform such routine maintenance as required thereby. The cost of such inspections and maintenance shall be a general assessment pursuant to Article V hereof. In the event that inspection of a septic tank reveals the need for extraordinary maintenance or replacement, is determined by the Association, Owner shall immediately undertake such work. The Association may enforce a special assessment against such Owner failing to perform

such work pursuant to Article VI. The Association its duly authorized agents or employees, shall have the right to enter upon any Lot or Lots, without notice, but at reasonable hours for the purposes of this section.

Section 8. Compliance with Regulations. Each Owner hereby covenants and agrees, by acceptance of deed for a Lot or Lots, whether or not it shall be so expressed in such deed or other conveyance, to comply with any and all rules, regulations, ordinances, statutes or other laws adopted, promulgated or ordained by the Association, Utility, State of Indiana or any of its political subdivisions or agencies, United States of America or any of its agencies relating to the use, maintenance, repair and replacement of the sewage disposal system including the septic tank and all drains, fixtures, pipes and other facilities connected or related to the septic tank and utility collection system. Specifically, and without limiting the generality of the foregoing, the Utility and/or Developer have adopted the Construction Specifications for Wastewater Treatment System; the Operations and Maintenance Manual for Fox Chase Farms Constructed Wetlands and Sand Mounds Wastewater Treatment system and received a construction permit for the same issued by the Indiana State Board of Health and each Owner shall abide by each term, condition, stipulation and provision thereof.

Article IX

WETLAND PRESERVATION

Section 1. *Preserved Area?" Defined. The Developer has requested authorization from the Department of the Army Corps of Engineers to discharge fill material into jurisdictional wetlands located within the Subdivision. All such work shall be done in compliance with the Clean Water Act and any and all federal, state and local laws governing and regulating wetlands. Located within the Subdivision are certain other wetlands under the jurisdiction of the Army Corps of Engineers as determined by a certain Wetland Delineation Report dated April 6, 1994 prepared by J.F. New & Associates, Inc. Wetlands delineated thereby are on the plat or plats of Subdivision and located within "Wetland Easements" as denoted thereon. The

Developer and each Owner does agree to preserve and protect the wetland areas (hereinafter referred to as the "Preserved Area").

Section 2. Protective Restriction. The Developer and each Owner does hereby declare and restrict the Preserved Area from the discharging of dredge or fill material, dredging or other altering, modification or development of the Preserved Area. The restriction created in this Section shall be perpetual and binding upon the Developer and each Owner and their successors and assigns. The Department of the Army Corps of Engineers shall have the authority to enforce by injunctive relief, the provisions of this Article.

Article X

USE RESTRICTIONS

Section 1. Residential Use. The real estate subject to these covenants and restrictions may be used for single family residential living units and for no other purpose except as specifically allowed herein. There shall be no more one (1) principal dwelling on any one (1) Lot. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof, No building or other improvements shall be erected upon any Lot without prior approval of the Committee as elsewhere herein provided. No accessory building shall be erected prior to erection of the principal dwelling or house.

A. Subdivision of a Lot. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership. In the event of the division or subdivision of any Lot as aforesaid, which results in the division of more than ten (10%) percent of any one Lot, the obligation for Association expenses attributable to the divided or subdivided Lot shall be and become proportionately attributable and chargeable to the contiguous Lot or Lots, and the Owner or Owners thereof, to and with which all or portions of the divided or subdivided Lot or Lots become consolidated.

B. Consolidation of Two or More Lots. In the event that one or more Lots are

developed as a unit, the provisions of these covenants and restrictions with the exception of assessments shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be

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erected, altered, placed, or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded plat or plats of the Subdivision.

C. Home Occupations. An Owner may conduct his or her occupation in the residence provided that the following conditions are met:

i.

no commercial activities shall be permitted;

only office use shall be allowed;

only the owner of the residence and any permanent occupant and resident thereof shall be permitted to conduct the home Occupation;

no client or customers shall be permitted to come to the residence; no signs shall be permitted;

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no signs shall be permitted;

all ordinances and regulations of the appropriate governmental authority shall be strictly complied with without variance or exception.

Section 2. No Temporary Building. no tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot or in the Common Area without the written consent of the Developer, or of the Association after Developer has conveyed the last Lot which Developer owns in Subdivision.

Section 3. Antennae. No aerial, antennae or satellite dish antennae shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision so as to be visible from any public street in the Subdivision.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot or in the Common Area, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a fully enclosed building and totally isolated from public view. Each motor vehicle parked or stored upon any Lot shall be properly licensed and fully operational, except within a fully enclosed building and totally isolated from public view.

Section 5. Tress. Each Lot must have at least two (2) trees growing upon it in the front yard by the time that the dwelling structure is completed each with a diameter of one and one half inches (14") or greater. No tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the Committee.

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Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or **maintained** upon the exterior portion of any Lot, unless approved by the Committee.

Section 7. Automobile Storage Areas. All houses shall have attached automobile garages which must be at least adequate to house two (2) standard size American automobiles. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area attached to the house. All garages must have doors that are to be maintained in useable condition.

Section 8. Clothes Drying Area. No portion of any lot or Common Area shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or on the Common Area. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. No animals shall be allowed to run loose at any time.

Section 10. Rubbish. Trash and Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the Common Area, except in sanitary containers located in appropriate areas concealed from public view.

Section 11. Fences. Hedges and Walls. No fence, hedge, wall or other dividing instrumentality shall be erected except in the rear yard behind the dwelling and in no case to exceed six (6) feet in height, measured from the ground on which it stands. Fences erected by the Developer or Association along the Subdivision boundaries or easement areas shall be permitted.

Section 12. Nuisances. Nothing shall be done or maintained on any Lot or on the Common Area which may be or become a nuisance to the neighborhood.

Section 13. Accessory Building. No Lot shall be allowed a separate free

standing structure ancillary or accessory to the principal dwelling except where (i) the roof and siding materials are consistent with the grade and quality of the dwelling; and (ii) the square footage shall not exceed One Hundred and Fifty (150) square feet; and (iii) the Committee shall grant the prior approval of the structure and its location on the Lot.

Section 14. Signs. no sign of any kind shall be displayed to public view on any Lot or any Common Area, except for the following:

A. The Developer, or the sales agent for the Developer, **may place one professional sign on any Lot or Lots advertising the Lot or Lots for sale.**

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B. **Owners shall not display or place any sign of any character, including "for rent" or "for sale" signs except that a sign displaying the word "open", may be displayed during any time the owner or his designated representative is in attendance. The Committee shall approve all such signs including but not limited to the size, composition and design of each sign.**

Section 15. Common Area. nothing shall be altered in, constructed on or removed from, any of the Common Area except upon the written consent of the Association.

Section 16. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot or any Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep Owner's Lot

free of weeds, underbrush or refuse piles, or other unsightly growths or objects, then the **Association may enter upon said Lot and remove the same at the expense of the Owner as provided for herein, and such entry shall not be deemed a trespass.**

Section 17. Size Requirements. The minimum square footage of living space dwellings constructed on Lots in the Subdivision, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or portions thereof, or similar facilities not designed for regular and continuous habitation, shall be One Thousand Five Hundred (1,500) square feet.

Section 18. Residential Setback Requirements. No dwelling, house or other above-grade structure designed to be used in connection with such house shall be constructed or placed on any Lot in the Subdivision except as provided herein.

(i) **Front Setbacks.** All dwellings or houses and above-grade structures designed to be used in connection therewith shall be constructed or placed on Lots in the Subdivision so as to comply with the front yard setback lines as established in the plat or plats of the various portions of the Subdivision.

(ii) **Side yards.** The side yard setback lines shall not be less than fifteen (15) feet from either side line of the Lot.

(iii) **Rear yards.** The rear yard setback line shall be at least twenty (20) feet from the rear Lot line.

Section 19. Yard Lights and Mail Boxes. Each Owner of a Lot in the Subdivision shall install a yard light with a dusk to dawn photo cell on the Lot when the dwelling or house is constructed upon said Lot. Mail boxes and yard lights shall be standardized and approved by the Committee as to type, style and location and shall be shown on the plans and drawings submitted to the Committee.

Section 20. Exterior Construction. All structures shall be required to meet the following minimum standards for exterior materials in the construction:

- A. Roofing materials shall be made of premium asphalt shingles, wood shakes, slate or simulated slate, standing seam metal, tile, or similar premium roofing material.

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All structures shall have a roof pitch of 6/12 or greater.

- C. Each principal dwelling shall be constructed of **forty percent (40%) natural brick or masonry products only on the front elevation.**
- D. **All exterior chimneys on the front elevation of the structure facing any street must be of brick, stone, or other similar type material, in no case shall small exterior chimneys be sided with metal or artificial stone.**

All driveways shall be Portland cement concrete, only and no wider than twenty feet (20') between the right-of-way line and the curb, unless approved by the Committee.

- F. **No structure shall have metal prefabricated flues or solar panels that extend above the highest roof line.**

Exterior construction material shall be approved by the Committee.

Section 21. Heating Plants. Every dwelling or house in the Subdivision must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation.

Section 22. Natural Drainage. No obstruction or diversions of the natural or constructed surface storm-water drainage swales or channels

over or through which surface storm water naturally flows shall be made by any Owner in such a manner as to cause damage to other Lots or the Common Area. The only exception shall be with the approval in writing of the Architectural Review Committee where it is determined to be necessary to remedy on a Lot or Lots a condition of accumulation of storm water remaining over an extended period of time.

Section 23. Diligence in Construction. Every dwelling, house or other structure whose construction or placement on any Lot in the Subdivision is begun shall be completed within six (6) months after the beginning of such construction or placement and the Lot, including sodding or seeding. No improvement which has partially or totally been destroyed by fire, windstorm or other casualty shall be allowed to remain in such state for more than three (3) months from time of such destruction or damage.

Section 24. Time in which to Build Structures. An Owner of a Lot within the Subdivision must commence construction of the dwelling or house within two (2) calendar years after the Owner's purchase of the Lot or the Developer's sale of said Lot if the Owner did not purchase the Lot from the Developer directly. If construction does not begin or if a dwelling

or house is not completed upon a lot within the prescribed time, the Developer shall have the option to repurchase such Lot for a price, in cash, equal to the Owners' cost basis in the Lot, without paying the cost of improvements up to the time of repurchase. This option shall expire if Developer has not notified the Owner of Developer's intent to exercise the option prior to the time of commencement of the construction.

Section 25. Prohibition of Used Structures. All structures constructed or placed on any Lot in the Subdivision shall be constructed with substantially all new material, and no used structures shall be relocated or placed on any such Lot.

Section 26. Necessary Exceptions for Development. Developer, or the transferees of Developer, shall undertake the work of developing all Lots included within the Subdivision. The completion of that work and the sale, rent, or other disposition of the dwellings is essential to the establishment and welfare of the Subdivision as an on-going residential community. In order that such work may be completed and the Subdivision established as a fully-occupied residential community as soon as possible nothing in this Declaration shall be understood or

construed to prevent the Developer, *Developer's* transferees, or the employees, contractors or sub-contractors of *Developer*, or of *Developer's* transferees, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the Subdivision as a residential community, and the disposition of Lots by sale, lease or otherwise. Owner, upon commencement of construction of any residence, dwelli which is not prohibited by this Declaration shall pursue the performance of any construction diligently and continuously until completion of the structure involved. As used in this Section, the words, its transferees specifically exclude purchasers of an individual Lot or Lols improved with completed residences or intended for construction at a later date by someone other than the *Developer*.

Article XI

TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. So long as *Developer* owns at least one Lot in the Subdivision, no Lot and no interest therein, upon which a single family res not been constructed shall be sold or transferred unless and until the owner of such Lot shall have first offered to sell such Lot or Lols to *Developer* and *Developer* has waived, in writing, the right to purchase said Lot.

Section 2. Notice te. *Developer*. Any Owner or Owners intending to make a bona *side* sale of a Lot or any interest therein shall give to *Developer* notice of such intention, together with a fully executed copy of the proposed contract of sale (the Proposed Contract). Within thirty (30) days of receipt of such notice and information, *Developer* shall either exercise, or waive exercise of, the right of first refusal. If *Developer* elects to exercise the night of first refusal, *Developer* shall, within thirty (30) days *after* receipt of such notice an information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

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- A. The price to be paid, and the terms of payment shall be that stated in

the Proposed Contract or other terms agreed to by the Owner,

- B. The sale shall be closed within thirty (30) days after the delivery or making of the Developers agreement to purchase.**

Section 3, Certificate of Waiver. If Developer shall elect to waive the right of first refusal, or shall fail to **exercise said right within thirty (30) days of receipt of the Proposed contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Owner or the Proposed Contract purchaser.**

Section 4. Unauthorized Transactions. Any sale of a Lot, or any interest therein, upon which a single-family residence has not been constructed, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a purchase money mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article apply to a sale by any such institution which so acquires title. Neither shall this Article require the waiver by Developer as to any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

Article

XII

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the real estate submitted pursuant to Article II hercof, and shall inure to the benefit of and be enforceable by the Devcloper, the Association or any Owner, their respective

legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless amended as provided for elsewhere in this Declaration. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer, Association, or Owner (or any two or more of them in concert or individually) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement but attorney fees specifically shall not be allowed to

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an Owner enforcing these restrictions, unless granted by a Court and based upon an independent finding of entitlement to such damages.

Section 2. Owner's Obligation to Maintain and Repair Each Owner shall, at Owner's sole cost and expense, maintain and repair Owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction.

Section 3.

Compliance With Soil Erosion Control Plan.

(a) The Developer has established and implemented an erosion control plan pursuant to the requirements and conditions of Rule 5 of 327 IAC 15 relating to Storm Water Run-off Associated with Construction Activity. Each Owner shall undertake all erosion control measures contained therein as the plan applies to "land disturbing activity initiated by Owner or Owner's builders, contractors and their subcontractors and to comply with the Developer's general permit under Rule 5 as well as all other applicable state, county or local erosion control statutes, ordinances, rules or regulations. All erosion control measures shall be

performed by personnel trained in erosion control practices and shall meet the design criteria, standards, and specifications for erosion control measures established by the Indiana Department of Environmental Management in guidance documents similar to, or as effective as, those outlined in the Indiana Handbook for Erosion Control in Developing Areas from the Division of Soil Conservation, Indiana Department of Natural Resources.

(6) Every Owner shall indemnify and hold Developer harmless from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever which may arise out of or are connected with, or are claimed to arise out of or connected with, any work done by Owner, Owner's employees, agents, or subcontractors which is not in compliance with the erosion control plan implemented by the Developer.

Section 4. Notices. Any notices required to be sent to any Member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Severability. Invalidation of any one or more of these covenants and restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Amendment. This Declaration may be amended, modified or terminated at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot or any property affected by this Declaration, said amendment shall not be effective without Developer's express written joinder and consent.

Section 7. Usage. Whenever used the singular shall include the plural and singular, and the use of any gender shall include all genders.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Recorder of Porter County, Indiana.

IN WITNESS WHEREOF, the Developer has caused this

Declaration of

Covenants and Restrictions to be executed on the date first written above.

**Cambridge Home
Builders, Inc.**

By *cloudare*
**Robert I.
Rossman
President**

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**Joseph D.
Kenaga Vice
President**

**STATE OF
INDIANA**

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ss:)

**COUNTY OF
PORTER**

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared Robert I. Rossman and Joseph D. Kenaga, the President and Secretary, respectively, of Cambridge Home Builders, Inc., and acknowledged the execution of the foregoing instrument to be their free and

voluntary act. Signed and sealed this 8th day of
February,
1995.

My Commission

Expires:

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Kimberly S Samude Notary Public Printed: Kendrachy
Samuelson County of
Residence: Destir

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**(SEA
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**This Instrument
Prepared By:**

Todd A. Leeth HOEPPNER,
WAGNER & EVANS 103 E.
Lincolnway, P.O. Box 2357
Valparaiso, Indiana 46384
Telephone: (219) 464-4961
February 8, 1995

EXHIBIT 'A'

SANITARY SEWER MAIN (2.6"P.V.C.)

CURB

-CUT TO MATCH QUTTER

2 OP.V.C.

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MAILBOX -ad

1/4" PER FT.

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ADA RAMP

ADA RAMP

4 X 4* SIDE WALK:

5" THICK

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CLEANOUT

por LAMP

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50' MIN. -SEPTIC TANK

WATER WELL.

18'

20' 30001 AN. 2

21 MINHUM CONCRETE

DRIVWAY W/ 18 MESH 5 BAG MIX

109 MIN.

30° BUILDING UNE

AL 30' X 60' HOUSE

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Plumb Tuckett

& Associates 120 East polh Drive • Merrillville, IN 48410 Phone: (219)
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FOX CHASE FARMS CAMBRIDGE

HOME BUILDERS

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FIRST AMENDMENT OF
DECLARATION OF
COVENANTS AND
RESTRICTIONS FOR...
FOX CHASE FARMS

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on or about the oth day of February, 1985.
filambridge. Els Homebuilders, Inc. , as developer,
executed its Declècabrók of Covenants and Restrictions
for Fox Chase Farms Subdivision, being a residential
community, located in the South One-Half (%) of the
Northeast Quarter (%) of Section 23, Township 36
North, Range 6 West of the Second Principal Meridian in
Porter County, Indiana, which Declaration of
Covenants and Restrictions were recorded on February
17th, 1995, in the Recorder's Office of Porter County,
Indiana, as Document No. 95-03143 in Book 148, page
532.

The Declarations permit amendment of its **terms and provisions by the execution** and recordation of an instrument executed by the owners of not less than **2/3rds** of a voting interest of the membership, being the owners of **2/3rds of the real estate as described** under Article II of the Declarations.

The owner, having **2/3rds ownership** of the real estate, and therefore **2/3rds of the voting interest of membership** is the

present owner of the real estate, Fox, Chase Farms, LLC. Fox

Chase Farms, LLC, by the execution and recordation of this document does hereby amend the **Declarations** by the modification of **Section 7 of Article VIII, Sanitary Sewer Utility** to read as

follows:

Section 7. Septic Tank Inspections. The Utility shall cause an inspection to be made of each septic tank in the subdivision, at least annually, and perform such routine **maintenance** as required thereby. The cost of **such inspections and maintenance** shall be a

part of the monthly sewer rate as approved and fixed with the Indiana Utility Regulatory Commission. The Utility, its duly authorized **agents** or employees, shall have the right to **enter upon any Lot or Lots, without notice**, but at reasonable hours for **the purposes of this section.**

This Amendment dated and executed this 4th day of August,

1995,

Fox Chase Farms, LLC

By: *IK dland*

Robert Rossman, Member

Yoseshyllenaga Joseph DO Kenaga, Member

STATE OF INDIANA

)

SS:

COUNTY OF PORTER

Before me, the undersigned, a Notary Public for the State of **Indiana, personally** appeared Robert **Rossman** and Joseph D. Kenaga, **authorized members of Fox Chase Farms, LLC, and being first duly sworn by me upon their oaths, says that they have full right and authority to execute the foregoing instrument for and on behalf of said limited liability company as its voluntary act and deed.**

Signed, sealed and dated this 4th day of August, 1995.

My Commission Expires:

January 21, 1996

Notary Public Printed: **Gordon A. Etzler** County of Residence: Porter

(SEAL) This Instrument Prepared By: **Gordon A. Etzler HOEPPNER, WAGNER & EVANS** 103 E. Lincolnway, P.O. Box 2357 **Valparaiso, Indiana 46384** Telephone: (219) 464-4961