

The Villas at Georgetown North  
Homeowners Association  
P.O. Box 224  
Notre Dame, Indiana 46556

**Summary of "Protective Covenants and Restrictions"  
and Association Services**

The following summary of the Homeowners Association's covenants and restrictions consists of excerpts from the formal document, "Declaration of Protective Covenants and Restrictions Applicable to the Recorded Plat of Villas at Georgetown North." The association will provide a copy of this document to homeowners who do not have one.

1. Each and every Owner in accepting a deed or contract for any lot in the Development, agrees to, and shall be a member of, the Homeowners' Association and subject to the Articles of Incorporation, By-Laws and Rules and Regulations of the Homeowners' Association
2. The affairs of the Homeowners' Association shall be governed and managed by a Board of Directors.
3. The amount of all assessments shall be established by the Board of Directors and shall be paid by each Owner. Unpaid assessments shall be a lien on the lot of the nonpaying Owner. The assessments shall not be increased by more than ten percent (10%) per year.
4. Each Owner shall be solely responsible for liability, property and casualty insurance covering the Building, improvements, personal property, use and occupancy of the lot owned by such Owner.
5. Each Owner shall be solely responsible for all maintenance and repairs to the Building and improvements on the lot owned by such Owner; provided, however, that the Board of Directors shall have the right to contract for the performance of any such maintenance or repairs to the exterior or structural components of such Building and improvements, after thirty days' notice to and an opportunity to be heard by such Owner, and to assess such Owner for the cost thereof as a special assessment due and payable with the next regular monthly assessment and enforceable in the same manner as other assessments.
6. All exterior painting and improvements by Owners shall not be performed without the prior written approval of the Board of Directors, or of a committee of the Board of Directors appointed for that purpose.

7. These Covenants and Restrictions shall run with the land and shall be binding on all parties and all persons claiming under them until December 31, 2008, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then-current Owners has been recorded agreeing to change or terminate such Covenants and Restrictions in whole or in part.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot in the Development at any time as a residence, temporarily or permanently.
9. No fences of any kind, other than patio privacy fence walls approved in writing and in advance by the Board of Directors, and no non-movable yard furniture, will be permitted on any lot.
10. No custom landscaping (non-standard at the time of closing), additional planting installations or fixtures of any kind will be permitted on any lot without the prior written approval of the Board of Directors.
11. No house trailers, motor homes, large trucks or boats or other similar objects shall be parked or located, either temporarily or permanently, on any of the lots in the Development at any time, unless they are garaged at all times when so parked or located.
12. No lot in the Development shall be used other than for residential purposes. No swimming pools shall be allowed on any lot in the Development.
13. No type of exposed exterior radio or television transmission or receiving devices (excluding antennas for direct broadcast satellite services whose diameter is less than nineteen (19) inches or other devices whose installation and use is protected by applicable FCC regulation or other federal law) for transmitting or receiving radio or television signals may be erected, constructed, placed or permitted to remain on any of the lots, houses or buildings constructed in the Development.
14. Easements as shown on the Development Plat are reserved for the installation and maintenance of utilities and drainage facilities. Within such utility and drainage easements, no permanent or other structures shall be erected by the Owners of any lots in the Development. No planting or other material of any kind or nature shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in such easements, or which may obstruct or retard the flow of water through drainage channels in such easements. The easement area of a lot on the Development Plat and all improvements thereon shall be maintained by the Owner, except for those improvements for which a public authority or utility company is responsible.

15. No sign of any kind shall be displayed to the public view on any lot in the Development, except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.
16. If any person or persons shall violate, or attempt to violate, any of the Covenants herein, it shall be lawful for any other Owner, the Homeowners' Association, or the Developer to proceed, either in law or in equity, against such person or persons violating, or attempting to violate, any such Covenants, and to enjoin them from so doing, to recover damages for such violation, and to seek all other appropriate relief.
17. These Restrictions and Covenants may be amended at any time by the recording of such amendment executed by the Owners of not less than seventy-five percent (75%) of the lots in the Development.

The following is a summary of the services currently provided by the Villas at Georgetown North Homeowners Association.

1. Lawn care includes weekly lawn mowing; trimming of areas around patios and flower beds; blowing grass clippings off all concrete surfaces; five applications of fertilizer, pre-emergence, weed control and grub control, shrub pruning at the front and side of each home (if desired), and spring and fall cleaning of rain gutters and leaf removal.
2. Trash removal occurs every Wednesday and recycling pickup every other Tuesday. One of the association's co-treasurers will notify the appropriate companies to begin or terminate these services as necessary.
3. Snow removal consists of clearing a home's driveway and the sidewalk leading to the front door when accumulation reaches two and a half inches and after a particular snowfall stops. The association varies this practice when a snowfall is exceptionally heavy and lasts longer than usual. Homeowners are responsible for clearing driveway entrances if they are blocked by St. Joseph County plows after association plowing is complete.
4. Painting of exterior wood trim on each home occurs every five years. The association maintains a painting schedule, which involves work on approximately fifteen (15) homes per year.

At times, the association makes out-of-contract services available to homeowners for an additional charge. The association newsletter will announce such services.