

BOOK 122 PAGE 254

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DECLARATION
OF COVENANTS,
CONDITIONS, EASEMENTS
AND RESTRICTIONS
OF
MANCHESTER MEADOWS

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LINDA MICHAELS
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I N D E X

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF MANCHESTER MEADOWS

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EXHIBITS

Exhibit A - Legal Description

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

OF

MANCHESTER MEADOWS

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF MANCHESTER MEADOWS is made this 21st day of September, 1989, by URSCHER DEVELOPMENT CORPORATION (hereinafter referred to as "Declarant" or as "Developer"), and

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property" or the "Development"); and

WHEREAS, Declarant desires to create on this property, called Manchester Meadows, a residential planned community which if carried to full and final completion, will consist of residential dwelling units consisting of single-family homes. As part of the Manchester Meadows plan development, various community facilities, such as walks, roads, landscaping, open spaces, greenbelts, storm water drainage and retention systems, fencing and parking areas are or may be provided for the benefit and enjoyment of lot owner and persons residing in the dwelling units. The area of the property and the common area in the development will require uniform and

continuing care and maintenance for the primary benefit and enjoyment of lot owners and the persons residing in the development; and

WHEREAS, Declarant intends by this Declaration to impose upon the Development mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within Manchester Meadows, the development made subject to this Declaration (and amendments hereto) by the recording of this Declaration; and

WHEREAS, Declarant intends to sell and convey the residential lots situated within the platted, to be platted, or annexed areas of Development and before doing so desires to subject to and impose upon all real estate within the platted, to be platted, or annexed areas of Development mutual and beneficial restrictions, covenants, conditions, easements and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit and complement of the Lots and lands in Development and future home owners thereof.

WHEREAS, the Declarant has formed (or intends to form) the Manchester Meadows Property Owners Association, Inc., or an organization of similar name, as a not-for-profit corporation under the general laws of the State of Indiana for the purpose of carrying out the powers and duties aforesaid.

WHEREAS, the Declarant intends to convey all/or any

portion of the Common Area (except public street cul-de-sac, circular or entryway median planting areas) from time to time in fee simple title, free of financial encumbrances to the Manchester Meadows Property Owners Association, Inc. subject to easements, restrictions of record and such other conditions as the Declarant may at the time of such conveyance deem appropriate.

NOW, THEREFORE, Declarant hereby declares as follows:

1. that all the Development described in Exhibit "A" and any additional property as may by subsequent amendment be added to and subjected to this Declaration shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions (hereinafter sometimes referred to as the "Restrictions");
2. The purpose of the Restrictions is to protect the value and desirability of the property.
3. Said Restrictions shall run with the real property subjected to this Declaration and shall be binding on all parties having any right, title, or interest in the described Development or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.
4. Declarant, for itself and its successors and assigns, specifically reserves unto itself the right and privilege, prior to the recording of any plat, plans or Supplemental Declaration dealing with specific portions of the Development

as described in Exhibit A hereto, to exclude any real estate as shown from, or to include Additional Land that will be subject to, the terms and provisions of this Declaration by recording a document with the Recorder of Porter County making reference to the terms and provisions hereof and purporting to accomplish such exclusion from or addition of real estate with respect to the provisions hereof.

5. Declarant intends to record by document or plat recordation the following easements and when so recorded, each shall encumber the property.

Easements as Shown and Defined on Plat to be Recorded.

A. Drainage System

Floodway Easement.
Floodway Fringe Easement.
Storm Drainage Easement.
Levee Easement.
Detention Basin Flooding Easement.
Storm Overflow Easement.
Side Lot Line Easement

B. Sanitary

Sanitary Sewer Easement.
Sanitary Sewer Lift Station Easement.

C. Combination

Any combination of two (2) or more of the above Easements.

D. Miscellaneous

Telephone Easement (GTE)

Utility Easements as specific to certain

Utilities.

All as they might affect Lots, Parcels, and the Common Area.

The Association shall join Developer as a party to such easements and such Association shall provide a hold harmless covenant to the grantee of each of such easements in the event such grantee is made a party to personal injury litigation with reference to the reserved rights of grantor of such easement without good cause by a plaintiff in such litigation. For purposes of such covenant, dismissal of the cause of action against the grantee shall constitute a lack of good cause in such litigation.

6. Wetlands Reservation.

Areas within Lots 11, 12, 13 and 14 and in Parcel "C" of the recorded Plat of Manchester Meadows Subdivision are identified as designated protected waters of the United States. In recognition of the environmental requirements to preserve such areas and of the authority of the Department of Army Corps of Engineers to regulate wetlands, said identified and designated lands shall be reserved in perpetuity as "wetlands" and shall be maintained as same by the owners of those respective lands. No filling or deposition of any materials shall be permitted on said lands, including but not limited to soil, trash, building debris, rubble, garbage, leaves or grass clippings. No building or any structure, temporary or permanent, shall be placed on said lands, nor shall any trees or vegetation be cut, destroyed, or removed without the approval of the appropriate architectural

control committee.

Maintenance of the lands shall include but not be limited to the removal of any trash, debris, garbage, etc. which may be placed or blown onto the lands. That maintenance shall be the responsibility of the particular respective owner of the lands.

Owners of Lots 11 and 12 should be particularly cognizant of the presence of the wetlands as it relates to the elevations of the living areas of the home. Any excavation, elevations and consequential structure on such lots shall not cause nor contribute to a violation of these wetland restrictions. Basements on these two lots should be avoided.

7. For so long as Declarant is the Owner of any Property in the Development, Declarant, for itself and its successors and assigns, specifically reserves unto itself the right and privilege to convey or contract to convey at a future time, any portion of the Common Area to the City of Valparaiso, or to any public agency or to any authority as deemed necessary by the City of Valparaiso, or public agency or authority, for the purpose of regional detention basin.

ARTICLE I

DEFINITIONS

Section 1.1 Additional Land. Additional Land shall mean and refer to additional real property which is subject to Declarant's reserved unilateral right of annexation subject

to this Declaration as provided elsewhere herein at Article VIII.

Section 1.2 Area of Common Responsibility. Area of Common Responsibility shall mean and refer to the Common Area, which becomes the responsibility of the Association. In addition, the office facilities and overhead of any property manager employed by or contracting with the Association and, if located on the Development, shall be part of the Area of Common Responsibility.

Section 1.3 Association. Association shall mean and refer to Manchester Meadows Property Owners Association, Inc., or an organization of similar name, formed, or to be formed, as an Indiana not-for-profit corporation, its successors and assigns.

Section 1.4 By-Laws. By-Laws shall refer to the By-Laws of the Association, as the same may exist and be in effect from time to time.

Section 1.5 Common Area. Common Area shall mean all parcels and tracts of land which have not been designated by numbering as residential building lots in the recorded plat(s) including open space, landscape parcels, public street cul-de-sac circular planting areas, public street entryway median planting strips and all other real and personal property now or hereafter owned by or subject to an easement in favor of the Association for the common use and enjoyment of the Owners as set forth in Article II, Section 2.1.

Section 1.6 Common Expenses Common Expenses shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Articles of Incorporation, and the By-Laws of the Association. Common Expenses shall include, without limitation, the actual and estimated cost to the Association for the maintenance, management, operation, repair, improvement and replacement of Common Areas, real estate taxes or personal property taxes assessed against any Common Areas, as well as any other costs or expense incurred by the Association for the benefit of the Common Areas and the owners.

Section 1.7 Community. Community shall mean and refer to the residential community to be developed herein, as the same shall be defined and created through recordation of this Declaration with respect to development standards to be applicable as well as the function of the Association with respect thereto and the Assessments associated therewith.

Section 1.8 Construction. Construction shall mean and include the erection or construction of a building, building accessory, staking, clearing, excavation, grading, or other site work.

Section 1.9 Community-Wide Standard. Community-Wide

Standard shall mean the standard of conduct, maintenance, or other activity generally prevailing in the Community. Such standard may be more specifically determined by the Board of Directors of the Association.

Section 1.10 Declarant. Declarant shall mean Urschel Development Corporation, its successors and assigns.

Section 1.11 Developer. Developer shall also mean Urschel Development Corporation, its successors and assigns.

Section 1.12 Development. See Section 1.26.

Section 1.13 Drainage System. Drainage System shall mean and include the retention/detention ponds, if any, storm sewers, subsurface drainage tiles, swales, ditches, pipes, culverts, and other structures, fixtures, properties, equipment and facilities located in, upon, or under the Common Areas, Streets, or easements affecting one or more Lots, or property located outside the Development; and designed for the purpose of expediting the drainage of surface and subsurface waters from, over, and across the Development, including storm sewer lines and related facilities located on the property, for the benefit of the Development, other than such as may have been dedicated to the public and accepted for maintenance by the appropriate public agency.

Section 1.14 Eligible Mortgage Holder. Eligible Mortgage Holder shall mean a holder, Insurer, or guarantor of a first mortgage on a unit who has requested notice of

certain matters from the Association as hereinafter and in the Association's By-Laws provided.

Section 1.15 Eligible Votes. Eligible Votes shall mean those votes available to be cast on the issue at hand. A vote which is for any reason suspended is not available to be cast.

Section 1.16 Land Use Standards. Land Use Standards shall mean and refer to those standards, covenants, obligations, and restrictions as enumerated in this Declaration for the Development as hereinafter recorded and amended from time to time.

Section 1.17 Lot. Lot shall mean any numbered parcel of residential real estate described by the Plat of the Development and as supplemented or amended from time to time, all of which is recorded in the Office of the Recorder of Porter County, Indiana. Where the context indicates or requires, the term "Lot" includes any residential structure on the lot. The term "Lot" includes the term "Residential Unit". The term "Lot" includes the term "Building Site".

Section 1.18 Majority. Majority means those Eligible Votes, Owners, or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

Section 1.19 Member. Member shall mean and refer to a person or entity entitled to membership in the Association.

Section 1.20 Mortgage. Mortgage means any mortgage,

deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 1.21 Mortgagee. Mortgagee shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 1.22 Mortgagor. Mortgagor shall include the trustor of a deed of trust, as well as a mortgagor.

Section 1.23 Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Development, but excluding any party holding the fee simple title merely as security for the performance of an obligation. Owner may include Declarant. Only one vote per Lot shall be available despite multiple ownership of such Lot.

Section 1.24 Person. Person means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 1.25 Plats and Plans. Plat, Plats, or Plans shall mean any plat of survey of all or any portion of the Development (including the annexation of additional Property as described in Article VIII herein) making reference to Manchester Meadows which have been or hereafter may be recorded in the Office of the Recorder of Porter County, Indiana, as the same may be amended or supplemented by replats or otherwise.

Section 1.26 Property. Property or Development

shall mean and refer to the real property referenced on this Declaration and such additional real property as may be added.

Section 1.27 Residential Unit. Residential Unit shall mean a structure situated upon a portion of the Development intended for any type of independent ownership for use and occupancy as a residence by no more than a single family. The term "Residential Unit" includes the terms "Lot" and/or "Building Site".

For purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the City of Valparaiso or other local governmental entity.

Section 1.28 Streets. Streets shall mean all roadways, and related rights-of-way, streets and similar areas, designated as such on the Plats, which have been or hereafter are constructed for the purpose of providing common access for Owners, occupants and their guests and invitees, to any or all Lots. It is the intention of Declarant that the streets will be dedicated to the public and accepted for maintenance by the appropriate public agency.

Section 1.29 Supplemental Declaration. Supplemental Declaration shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration or otherwise imposes additional restrictions on all or any

portion of the Development.

Section 1.30 Modifications Committee. The Modifications Committee (MC) shall have exclusive jurisdiction over modifications, additions, or alterations made on or to then existing Residential Units or structures containing Residential Units and the open space, if any, on any portion of the Development.

Section 1.31 New Construction Committee. The New Construction Committee (NCC) shall have exclusive jurisdiction over all original construction on any portion of the Development. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures.

Section 1.32 Building Site. Building Site shall mean one numbered lot. In those instances where more area than one numbered lot constitutes a single building site, as described and defined at Section 2.32(D), no more than one single family residence structure may be built on such single family-building site despite the fact that more than one numbered lot has been aggregated by an Owner. In such instances such Building Site constitutes a Lot as defined herein.

ARTICLE II

P R E F A C E

Insofar as it is consistent with single family residential development, it is the intent of Declarant that the natural environment, terrain, ecology of Manchester Meadows be preserved.

This natural environment, terrain and ecology is, among other things, a product of the embankments along the ravines, the lookouts over meadows and the tree areas. The architectural and land use standards set forth herein are intended to address the above described intent of the Declarant.

ARTICLE II
PROPERTY RIGHTS

In General. Every numbered lot in the Development, unless it is otherwise designated by Developer, is a residential Lot and shall be used exclusively for detached single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said Lots except a detached single family dwelling house. No Lot shall be resubdivided. No multiple family structures or buildings shall be constructed on any Lot. All parcels and tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats shall be Common Area and shall be used in a manner consistent with the zoning and use designated by the plat, this Declaration or pursuant to the conditions designated by Declarant as set forth in Declarant's reserved rights described on page D-5, item 6 of the Declarations, as the case may be.

The Common Area shall remain private, and neither Declarant's execution or recording of the plat nor the doing of any other action by the Declarant is, or is intended to be, or shall be construed as, a dedication to the public of the parcel. A license for the use and enjoyment of the

Common Area shall be granted by Declarant, its successors, and assigns to the persons who are from time to time members of the Association. Said license shall be on the terms and conditions deemed appropriate by the grantor of said license. Ownership of the Common Area, all/or any portion thereof, (except public streets, cul-de-sacs, circular or entryway median planting areas) shall be conveyed from time to time in fee simple title, free of financial encumbrances to the Association. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Declarant may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying said Common Area to the Association.

Section 2.1 - Owner's Right of Enjoyment. (a) Every Owner shall have a right by license of ingress and egress, use and enjoyment in and to some of the Common Area which right and license shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area and to impose reasonable limits on the number of guests who may use the facilities.

(ii) the right of the Association to suspend an Owner's voting rights, both as a member and as an Owner,

and to suspend the right to use any of the Common Areas and facilities for any period during which any assessment of the Association against that Owner's Lot remains unpaid, and for any infraction by an Owner of the Association's rules and regulations for the duration of the infraction and for an additional period thereafter not to exceed thirty (30) days;

(iii) the Declarant's reserved easements, as described herein, the Wetlands Reservation, and the right of the Declarant to grant easements in and to the Common Area contained within the respective portions of the Development to the City of Valparaiso, any public agency, authority, or utility for such purposes which shall benefit the Development or portions thereof and Owners or Lots contained therein;

(iv) the right of the Association to borrow money for the purpose of improving the Common Area, or any portion thereof, for acquiring additional Common Area, or for constructing, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or any portion of the Common Area, provided two-thirds (2/3) of all Owners present or represented by proxy at a meeting called for such purpose shall approve; provided, however, the lien and encumbrance of any

such mortgage given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges reserved or established in this Declaration for the benefit of Declarant or any Owner, or the holder of any mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Lot or other property located within the Development; and

(v) the right of Declarant, for so long as Declarant is the Owner of any property in the Development, to dedicate or transfer all or any portion of the Common Area to the City of Valparaiso, to any public agency, authority, or utility for such purposes.

After Declarant is no longer the Owner of any property in the Development, no such dedication or transfer shall be effective unless such act shall be evidenced by instrument agreeing to such dedication or transfer approved by at least two-thirds (2/3) of the votes of Owners present or represented by proxy and such Owners are entitled to cast a vote at a meeting duly called for such purpose.

(vi) The Landscaping Parcels each identified on the Final Plat as a "Landscaping Parcel" are to be maintained by the Association, but cannot be availed of for ingress, egress or use in any manner by any Owner.

(b) This Section 2.1 may not be amended without the written consent of Declarant during the time that Declarant owns any property subject to this Declaration.

Section 2.2 Declarant's Reserved Easements (a) Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to any property in the Development, for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the Development, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment and/or otherwise dealing with the Development and any other property now owned or which may in the future be owned by Declarant (such other property is herein referred to as "Additional Property"). No structure constructed on the Lot pursuant to the conditions and subject to the procedures set forth in this Declaration shall be subject to the reserved easements of this Section 2.2. Subject to such exception, the reserved easement shall constitute a burden on the title to all or any portion of the Development and specifically includes, but is not limited to:

(i) the right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in all or any portion of the Development; and the right to tie into any portion of the Development with driveways, parking areas, streets, the Drainage System

and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, cable television, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under, and/or over all or any portion of the Development; and

(ii) the right to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, model residences, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction and sale by Declarant of Lots and residences, if any, in all of any portion of the Development or in any portion of the Additional Property.

(iii) No rights, privileges, and easements granted or reserved herein shall be merged into the title or any property within the Development, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a quitclaim deed from Declarant releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Development.

(iv) If these reserved easements are exercised without annexing any Additional Property to the Development,

the owners of the affected Additional Property shall share the costs, if any, of using and maintaining utility and similar facilities, including, without limitation, electrical, telephone, cable television, natural gas, water, sewer, and Drainage System, lines and facilities with the owners in the Development in the proportion that the number acres in the affected Additional Property bears to the total acres in the affected Additional Property and the Development. The costs of maintenance and repair of the Development roads and driveways shall likewise be apportioned to the affected Additional Property if the only means of vehicular access to the affected Additional Property is across Manchester Meadows. For the purposes of this provision, a dwelling on the affected Additional Property shall be considered completed when a certificate of occupancy has been granted. The allocation of expenses and the collection therefor may be done on a monthly, quarterly, or annual basis as may reasonably be determined by the Association in accordance with this Declaration.

If any of the Additional Property is added to Manchester Meadows, from the time of the annexation, the sharing of costs and expenses and the use of any property so added shall be governed by this Declaration rather than by these reserved easements and other provisions of this Section 2.2.

Section 2.3 - Delegation of Use. Any Owner may delegate, in accordance with the By-laws of the Association and in accordance with rules and regulations of the Association, his or her right of enjoyment to the Common Area and facilities to the members of his or her family, his tenants who live in his Residential Unit, and social invitees and shall be deemed to have made a delegation of all such rights to the occupants of any leased Lot.

Section 2.4 - Owner's Right to Ingress and Egress. Each Owner shall have the right to pedestrian (not vehicular) ingress and egress over, upon, and across the Common Area (except the Landscape Parcels thereof) necessary for access to his or her Lot and such other easements that are designated on the plat for access to such Common Area and such rights shall be appurtenant to and pass with the title to each Lot.

Section 2.5 - Use of Lots. (a) Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for residential purposes only as a residence for a single family related by blood, adoption, or marriage; no trade or business of any kind may be conducted on any Lot. Lease or rental of a Lot or any building thereof for residential purposes shall not be considered to be a violation of this covenant, so long as the lease is in compliance with reasonable rules and regulations as the Board of Directors

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of the Association may promulgate, or in the absence of such rules and regulations, with the prior written approval of said Board. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the By-laws, and the rules and regulations adopted hereunder.

(b) Without the prior written consent of the Association's Board of Directors, nothing shall be done or kept on any Lot or on the Common Area or any part thereof to increase the rate of insurance on the Development or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive, or offensive activity, or any activity constituting an unreasonable source of annoyance, shall not be conducted on any Lot or on the Common Area or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Lot which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

Section 2.6 - Use of Common Area and Lots. No planting or gardening shall be done, and no fences, hedges, walls or any other structure or planting shall be erected or maintained upon the Common Area or upon any Lot, except in accordance with the initial construction of the improvements located thereon by the Declarant or as approved by the Association's

Board of Directors or their designated representatives. No antennas may be erected upon the Common Area, except the Association may erect a master antenna serving the members. Except for the right of ingress and egress, the Owners of Lots may use property outside their respective Lots only in accordance with reasonable regulations as may be adopted by the Association's Board of Directors or as is expressly provided herein.

It is expressly acknowledged and agreed by all parties concerned that this Section 2.6 is for the mutual benefit of all Owners and is necessary for the protection of all Owners.

Section 2.7 - Leisure Trails. The Leisure Trails designated on the open space shall be used only for jogging, walking and cross-country skiing. No motorized vehicles (except for maintenance purposes) of any kind such as but not limited to minibikes, motorcycles, go-carts, snowmobiles; nor cycles (uni, bi, tri), scooters, skateboards, wagons or any other wheeled device (excepting baby strollers, baby carriages and wheel chairs) shall be permitted on or around the Leisure Trails nor any portion of the Common Area.

Section 2.8 - Signs. Except as hereinafter provided for Declarant, no advertising signs; no for sale signs on vacant Lots; no billboards, political signs, unsightly objects, or nuisances shall be erected, placed, or permitted to remain on the property subject to this Declaration.

Section 2.9 - Rules and Regulations. The Association and Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, cancelled, or modified by the Board or the Association in a regular or special meeting by the vote of Owners holding a two-thirds (2/3) majority of the total votes in the Development present or by proxy or with the written approval of the Declarant for so long as Declarant shall control the Development as described at Section 3.6 herein. The Board shall have the authority to impose reasonable monetary fines and other sanctions, and monetary fines may be collected by lien and foreclosure, as provided in Article X. In addition, the Association, through the Board, may, by contract or other agreement, enforce city ordinances or permit City of Valparaiso, Indiana to enforce ordinances affecting the Development for the benefit of the Association and its Members.

Section 2.10 - Annexation. Each Owner, and any successor to Declarant as an Owner of all or any portion of the Development shall be deemed to have waived the right to remonstrate against any annexation of Declarant's future additional property,

if any, into the City of Valparaiso. In furtherance thereof, each Owner and any other person acquiring all or any portion of the Development from Declarant, shall give and shall be deemed to have given to Declarant upon the acquisition of title to all or any portion of the Development an irrevocable power of attorney to Declarant to act on such Owner's and other person's account in connection with annexation proceedings involving the Development. Such power of attorney shall be deemed to be coupled with an interest and shall be irrevocable. Pursuant to said power of attorney, Declarant may execute any and all documents, consents, petitions and any other items related to annexation proceedings involving Declarant's additional property to the Development.

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Section 2.11 - Exterior Lighting. The New Construction Committee shall adopt and designate a standard exterior light fixture for all Lots in the Development and may designate a standard location for such exterior light fixtures. Each Owner of a Lot in the Development shall cause such standard exterior light fixture to be installed and maintained, at such Owner's expense. Exterior light fixtures shall be on and illuminated from dusk to dawn unless the Association's Board shall provide otherwise by rule or regulation. No exterior lighting fixture, other than those fixtures approved by the New Construction Committee or the Modifications Committee or installed by Declarant shall be installed on the exterior of any Residential Lot. No lighting fixtures shall be installed that may become an annoyance or a nuisance to Owners or

occupants of adjacent properties. All modifications of exterior lighting must be approved in writing by the Modifications Committee, in advance, as provided in Section 11.3 of this Declaration.

Section 2.12 - Storage and Parking of Vehicles. There shall be no outside storage or parking upon any Lot, street, or the Common Area of any commercial vehicle, truck, van, tractor, mobile home or trailer (either with or without wheels), camper, camper trailer, travel-trailer, recreational vehicle, snowmobile, motorcycle, boat or other watercraft, boat trailer, or any other such transportation device of any kind, except within the parking spaces in the Owner's garage (with the door closed) and for visitors and providers of services temporarily parking in driveway or street and in accordance with rules and regulations designated and promulgated by the Board. No unlicensed automobiles shall be parked longer than forty-eight (48) hours within any seven (7) day period on any street or lot in the Development. No Owners or tenants shall repair or restore any vehicle of any kind upon any Lot, street or Common Area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No garage may be altered in such a manner that the number of automobiles which may reasonable be parked therein after the alteration is less than the number of automobiles that could have been reasonably parked in the garage as originally

constructed.

For purposes of the preceding, commercial vehicle shall also include any and all automobiles, station wagons, utility vehicles which shall bear signs or have printed on the side of same a reference to any commercial undertaking or enterprise.

For purposes of this Section 2.12, the aforementioned parking and storage limitations do not apply to usual and customary private automobiles, station wagons, passenger mini-vans and similar vehicles all currently registered and licensed for daily use.

Section 2.13 - Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Development, except that no more than a total of two (2) animals (dogs, cats, or other normal household pets) may be kept in residences subject to rules and regulations adopted by the Association through its Board of Directors, provided that such pets are not kept, bred, or maintained for any commercial purpose. The Board shall have the absolute power to prohibit a pet from being kept on any Lot in the Development, including inside residences constructed thereon.

No animal shelters, containment pen structures or exercise run areas, enclosed or open, shall be permitted, placed or erected on any Lot.

Section 2.14 - Nuisances. No outside toilets shall be permitted on any Lot in the Development (except during

a period of construction and then only with the consent of the New Construction Committee), and no sanitary waste or other wastes shall be permitted to enter the storm drainage system. No discharge from any floor drain shall be permitted to enter into the storm drainage system. By purchase of a Lot, each Owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by Declarant, the Association, or any Owner in the Development in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorneys' fees, shall become a charge of lien upon the Offending Owner's Lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt. No noxious or offensive activities shall be carried on any Lot in the Development, nor shall anything be done on any of said Lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another Lot in the Development. Neither the Declarant, nor any officer, agent, employee or contractor thereof, the Association, or any Owner enforcing the provisions of this Paragraph shall be liable for any damage which may result from enforcement hereof.

Section 2.15 - Garbage, Trash and Other Refuse. No Owner of a Lot in the Development shall burn leaves or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out-of-doors of such refuse on his Lot except as may be

permitted in Section 2.16 below.

Section 2.16 - Trash Receptacles. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the time when refuse collections are being made. If the City of Valparaiso discontinues trash collection services, the Association may designate a trash collection day and a trash collection service to be used and paid for by Owners in the Development in furtherance of this paragraph. Additionally, the Association may enter into a master contract for trash collection with a refuse disposal service with the costs thereof to be included as a Common Expense of the Association to be paid by Owners as part of their normal assessments. Additionally, the Association may designate a standard trash container as acceptable by the City of Valparaiso or a private disposal company, all at the expense of each Lot Owner, if applicable.

Section 2.17 - Model Homes. No Owner of any Lot in the Development other than Declarant or persons having the written permission of Declarant shall build, or permit the building upon any such Lot of any dwelling that is to be used as a model home or exhibit house.

Section 2.18 - Temporary Structures. No temporary structure (house, trailer, tent, garage or other out building) shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot excepting occasional lot

owner's children "camp-out" activities.

Section 2.19 - Utility Services. No utility services will be installed under any paved areas in the Development, except by jacking, drilling, or boring unless specifically approved by the Declarant (or, after Declarant turns over control of the Association, by the appropriate Architectural Committee or after acceptance of such areas by the City of Valparaiso, by said City). All utility facilities in the Development will be underground, except where required to be placed above ground by the individual utility supplier.

Section 2.20 - Wells and Septic Tanks. No water wells shall be drilled on any of the Lots in the Development without the approval of the appropriate Architectural Committee. No septic tanks shall be installed on any of the Lots or in any of the Common Areas.

Section 2.21 - Antennas and Solar Heat Panels. No exposed radio, TV antennas, satellite dish antenna, or solar heat panels shall be allowed on any residence on any Lot which is visible from outside such residence.

Section 2.22 - Mailboxes and Address Identification. The NCC shall select and designate a standard mailbox, post, and individual address identification devices for the Development. No exterior newspaper receptacles shall be permitted in the Development. All repairs and replacements to such standard mailboxes, posts, and identification devices shall be consistent

in color, quality and appearance with the original mailbox, post, and identification devices unless the advance written approval of the MC is obtained.

Section 2.23 - Firecracker Prohibition. Firecrackers, rockets, or similar devices exploded or burned producing noise or brilliant lighting are prohibited.

Section 2.24 - Use of Yards. No permanent clotheslines, playground equipment, outside storage, flag poles, tennis courts, gazebos, or other similar uses of yards which may prove detrimental to the value of the adjoining Lots shall be permitted except as approved by the appropriate Architectural Committee.

Section 2.25 - Maintenance of Lots and Improvements.
The Owner of any Lot in the Development shall at all times maintain the Lot and any improvements situated thereon in such a manner as to prevent the Lot or improvements from becoming unsightly, and, specifically, such Owner shall:

(a) Mow and water the Lot and provide fertilizer and weed control at such times as may reasonably be required in order to prevent the unsightly growth of vegetation and noxious weeds.

(b) Remove all debris or rubbish.

Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of development.

(c) With the approval of the appropriate Architectural

Committee, cut down and remove dead trees.

(d) Keep the exterior of all improvements in such a state of good repair and maintenance so as to provide for an aesthetic appearance and as required to avoid their becoming unsightly. The opinion of the Association through its NCC or MC, as the case may be, shall be binding with respect to said subjective judgments.

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 2.26 - Ditches, Swales, and Waterways. It shall be the duty of every Owner of every Lot to keep any ditches, swales, waterways, or storm drainage portion areas as may be situated upon his Lot continuously unobstructed and in good repair and to repair all erosion with respect to such areas situated on such Owner's Lot even if said ditch or swale or waterway is not specifically referenced by an easement on the plat or elsewhere.

Section 2.27 - Storage Tanks. No above ground storage tanks shall be permitted for the storage of gasoline, propane, kerosene, or other liquid fuels.

Section 2.28 - Motor Vehicles. No minibikes, go-carts, snowmobiles or similar motor-driven vehicles shall be operated within the Development which includes by definition, but

is not limited to, any alphabetized (A, B, C, D, et al) Parcels or Common Area.

Section 2.29 - Soliciting. (a) No Common Area may be used for partisan political purposes, or for the proselytizing of sectarian religious or philosophical causes. Provided, however, that persons engaged in civic and nonpartisan political activities such as registration of voters may be invited upon said Common Areas by the Association upon application for a permit for such purposes by a member of the Association.

(b) Subject to Constitutional Protection, if available, no person may enter upon any Common Area (private) for purposes of solicitation, commercial, political or religious activity, except upon the express authorization or invitation of the Association, upon application for a permit for such purposes by a member of the Association, provided however, that this rule shall not prohibit the use of said Common Areas by the Declarant/developer for purposes of advertising, soliciations and sale of any of the properties within Development, so long as the Declarant/developer owns any properties therein.

(c) No garage sales nor public auctions shall be permitted in the Development.

Section 2.30 - Fences and Walls. No line fence or wall shall be built to a greater height than five feet (5') from the grade adjacent to the wall or fence at all points, nor shall any wall or fence greater than three feet (3') in height be built between the front building line and front lot line. All fence or wall materials shall be in conformity

and harmony with the residence on that Lot. In no case shall "chain-link" or "farm field" type fence be permitted. Fencing of entire lot perimeters is prohibited except a "living" fence is permitted consisting of trees, evergreens, hedges and bushes.

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Section 2.31 Swimming Pools. No above ground swimming pools shall be installed on any homesite. Any in-ground pools shall be continuously fenced, surrounding said pool with a non-climbable fence at least four feet (4') high.

Section 2.32 Restrictions Concerning Size, Placement and Construction of Dwelling Houses and Other Structures.

(A) Types of Structures. No structure shall be erected, altered, placed or permitted to remain on any Lot except one detached single family dwelling and permanently attached accessory buildings, all as approved by the NCC or MC and the City of Valparaiso.

(B) Modifications to Lots and Residences. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within Development, any outside storage, flag pole (building bracket mounted permissible), garden, shrubs, trees or other landscaping items, playground equipment, fence, light fixture, tennis court, basketball goal, awnings (canvas only), or other structure of any kind must be approved by the appropriate Architectural Committee as to acceptability, size, location, height and composition before it may be installed. A standard mailbox, post,

address identification device and yard light will be adopted for Development with no newspaper receptacles being allowed. Tennis court fencing shall be totally screened with natural coniferous plants and plantings.

(C) Exterior Construction. All plans and specifications for residences to be constructed on Development must be approved in advance in writing by the NCC.

(D) Rules Governing Building on Several Contiguous Lots Or Portions Thereof Having One Owner. Whenever two or more contiguous lots shall be owned by the same person(s), and the Owner shall desire to use two or more of said lots as a building site for a detached single family residence; or, whenever Owners of lots which abutt the neighboring sides of a center lot desire to acquire, divide and own respective portions of the entire center lot as additional land for their respective single family residential building sites, or whenever an Owner of an abutting unimproved vacant lot desires to reduce the width of said lot by no more than a ten (10) foot side yard strip by conveyance to the Owner of the abutting unimproved vacant lot as additional land for said abutting Owner's building site, that in each of the above instances said Owners shall apply in writing to the appropriate architectural committee for permission to so use said combined lots or portions thereof. If permission for such use shall be granted, the combined lots or portions

thereof constituting the building site for a detached single family residence shall be treated as one Building Site (or single Lot) for the purpose of applying these restrictions to said lots, so long as the resulting lots each will be improved or will remain improved with but one detached single family residence; provided, however, for purposes of this Declaration each respective Owner shall be entitled to only one vote with respect to Association membership or Lot ownership. Likewise, Common Area expenses shall be assessed as a single Lot.

(E) Prohibition of Used Structures and Modular Homes.

All structures constructed or placed on any numbered Lot in Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot, nor shall modular constructed structures be placed on any Lot.

(F) Occupancy or Residential Use of Partially Completed Dwelling Houses Prohibited. No dwelling house constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed for occupancy in accordance with the building plan therefor approved by the NCC and a Certificate of Occupancy from the City of Valparaiso has been issued. The determination of whether the house shall have been substantially completed in accordance with the approved building plan shall be made by the NCC and such decision shall be binding on all parties.

(G) Front and Rear Yard Set Backs. No building shall be located on any lot nearer to the front lot line (right-of-way) than the minimum front yard setback as shown on the Recorded Plat. On corner lots, both street frontages shall be considered as front yards and both front yard setbacks shall apply.

No portion of any building shall be located closer than 25 feet to the rear line of any lot unless a greater restriction is shown on the Recorded Plat. For corner lots, the rear lot line is that directly opposite the front face (address face) of the building.

(H.) Side Yard Setbacks. No building shall be located on any lot nearer to the side lot line than the minimum setback as shown on the Recorded Plat. Where portions of platted lots are combined to make a building site, the minimum side yards shall be not less than twelve percent (12%) of the combined lots' width as measured at the front setback line.

(I.) Height, Occupancy and Density. No building shall exceed two and one-half (2-1/2) stories in height from finished ground level at the center of the front of the building (and not more than thirty-five (35) feet in height as measured by the vertical distance from the finished ground level at the center of the front of the building to (a) the highest point of the roof surface of a flat roof, or (b) to the deck line for a mansard roof, or (c)

to the mean height level between the eaves and ridge for hip, gabled and gambrel roofs) all as the case may be.

The maximum Lot coverage shall be forty percent (40%), which is the percentage of the total area of a Lot that may be covered with buildings, structures, parking area, driveways, walkways, terraces, porches, patios, decks or any other concrete, asphalt, or hard surface impervious material.

A driveway(s) shall be no closer than three (3) feet from a side or rear property line.

(J.) Minimum Floor Area. All residential structures shall comply with the following habitable finished minimum first floor square foot areas:

(i) All one-story residential structures shall have a minimum first floor area of 2,000 square feet.

(ii) All one and one-half story residential structures shall have a minimum first floor area of 1,700 square feet.

(iii) All bi-level and tri-level residential structures shall have a minimum first floor area of 1,800 square feet (not including the lower levels of said structure).

(iv) All four-level split residential structures shall have a minimum first floor area of 1,650 square feet (not including the lower levels of said structure).

(v) All two-story and two and one-half story

residential structures shall have a minimum first floor area of 1,500 square feet.

(vi) The above habitable finished minimum first floor square foot areas do not include terraces, porches, patios, decks, breezeways, basements, below grade levels (partial or full depth), attached garages, carports, attached storage areas or any detached structures (if permitted).

Grade level shall mean the finished ground level at the front of the building facing the street(s).

(K) Approval Procedure. Approvals by the Architectural Committees are required prior to improvements of any kind, such as, but not limited to, the following:

- (i) Original construction of any kind;
- (ii) Modifications, additions, or alterations of any kind;
- (iii) Staking, clearing, excavating, grading and other site work;
- (iv) Planting or removal of plants, trees, shrubs, gardens or other landscaping items;
- (v) Installation of lawn carpeting, fences, walls, awnings, tennis courts, swimming pools, playground equipment, basketball goals, mailboxes, yard light fixtures, gazebos, or any other structure or appurtenance of any kind.

The Architectural Committees shall promulgate

design guidelines, application procedures, scale of drawings and any permits or reports so required. Such Plans shall:

(i) Show materials and design elements are harmonious in conjunction with the way buildings relate to each other and the environment;

(ii) Set forth the nature, kind, shape, height, color and composition of all exterior materials proposed to be used;

(iii) Show the square footages, level by level, as well as the total square footage of the residence (excluding below grade);

(iv) Show street(s) location, all Lot dimensions, all structures proposed or existing on the Lot, their size, location and distance from each other and to adjacent property or right-of-way lines; location/width of driveway(s) and walk(s); required set-back distances from property or rights-of-way; topography and physical features.

(v) Indicate the elevation of the proposed improvement as it relates to the existing street elevation and adjoining land(s).

(vi) Set forth a soil erosion and sedimentation control plan indicating topography and proposed plans for handling of on site drainage, including, but not limited to, sump pump discharge, gutter drains, driveway drains, ditches, swales, sedimentation basins or berms; show physical features such as existing plant life,

tree groups, creeks, etc.; include nature, kind, shape, height of all landscaping materials to be used.

(vii) Indicate a plan and design for construction of a sanitary sewer service line.

(L.) Minimum Standards. All structures shall be required to meet the following minimum standards for exterior materials:

(i) Roofing Materials - Premium asphalt shingles, wood shakes, slate or simulated slate, standing seam metal, tile, or similar premium roofing material.

(ii) Siding Materials - Natural wood products, such as cedar, redwood, cypress, or equivalent; brick, natural stone, stucco, or similar premium siding materials. No siding material such as metal clad, aluminum, vinyl, artificial stone or brick, rollbrick, tar paper or similar material shall be used on the finished exterior of any building on any lot in the Development.

(iii) Mixed use of siding materials shall be limited to two materials and the application of each shall be in balance and proportion, or as a harmonious complement, to each other.

(iv) Chimneys - Any exterior exposed portion must be of brick, stone, stucco, or similar type material; in no case shall exterior chimneys be sided with wood or metal siding or artificial stone.

(v) (a) All driveways and offstreet parking areas shall have a dust-free surface of Portland cement

concrete, asphaltic concrete (blacktop paving), or brick, cobblestone, or similar type material.

(b) The City of Valparaiso has waived the requirement of installation of sidewalks pursuant to an action of the Board of Public Works and Safety; In the event that the City should determine that the installation of sidewalks is in the best interest of the City, no grantee, devisee or subsequent property owner may object or otherwise remonstrate against the installation of sidewalks and the assessment for the cost of installation. In the event of such a determination by the City, sidewalk(s) necessary to comply with Valparaiso City Ordinance #5, 1978, shall be provided by each Owner. Said sidewalk(s) shall be constructed with Portland cement concrete.

(M.) Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

(N.) Construction of Sewage Lines. All sanitary sewage lines on the lots shall be designed and constructed in accordance with the provisions and requirements of the City of Valparaiso. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

(O.) Sump Pumps. No sump pump drain shall be installed in such a manner that it discharges into the street.

(P.) Curb and Gutters. No driveway shall be installed in such a manner as to wedge the curb with asphalt or similar material. The gutter line shall not be filled with any

material.

(Q.) Landscaping. A minimum of three percent (3%) of the construction budget must be allocated and expended prior to occupancy for landscaping, exclusive of decks, patios, sidewalks, retaining walls, etc. A minimum of three (3) hardwood trees of a diameter not less than three (3) inch caliper shall be planted in the front yard. Existing hardwood trees not less than three (3) inch caliper are acceptable in meeting this requirement. All landscaping is to be completed within planting season when the structure completed; if weather prohibits, no later than next planting season, evidenced by contract.

(R.) Erosion Control and Trees. During the period of construction, every reasonable effort shall be made to control erosion on the construction site and to save maximum existing vegetation. Spoils running into streets or adjoining properties shall be cleaned up with each occurrence.

Procedures and standards for Owner to conform to with respect to soil erosion and sedimentation control during the excavation and construction periods and thereafter:

(1) The size of disturbed areas shall be kept to a minimum size. A minimum of clearing and grading shall be done. As much natural cover as possible should be retained and protected. Trees and other areas of vegetation designated in the site plan to be retained shall be protected from construction traffic and soil stockpiling.

(2) Stabilization of disturbed areas. Mechanical and/or structural methods are to be used to retard

soil erosion. Temporary walls, vegetative cover or diversionary ridges or swales shall be constructed, where necessary in the judgment of the NCC, to prevent erosion. Establishing vegetation, mulching, and the early application of gravel base on areas of pavement are required. Permanent or temporary soil stabilization shall take place with reference to denuded areas within 15 days after final grade is established on any portion of the site.

(3) Runoff velocities shall be kept to a minimum.

(4) Disturbed area shall be protected from storm water runoff. Runoff water entering the construction area shall be contained because such factor can cause the most sedimentation laden runoff. Such water is to be contained consistent with items (2) and (3) herein immediately above.

(5) Sediment within the site boundaries. Sediment shall be retained on the construction site by filtering runoff flow or detaining sediments on Owner's site long enough to allow soil to settle. Properties adjacent to the site shall be protected by Owner from sediment deposits. Sediments shall not be allowed to enter storm sewer drain pipes, ditches or roadways. Soil stockpiles shall be protected with sedimentation trapping measures to prevent soil loss.

(6) Maintenance and follow-up program. To implement compliance as described herein, inspections shall be conducted to insure compliance with all sedimentation

and erosion controls. The Owner or his agent and the NCC Representative shall be present at such inspections. An "end of the day check" from time to time is contemplated to insure such compliance.

No trees with a trunk diameter of four (4) inches or more measured four (4) feet above the ground shall be removed without the express approval of the appropriate Committee. Such tree removal, where applicable, shall be shown as a part of the plot plan.

(S.) Construction Debris. During the period of construction, a construction dumpster shall be maintained on each homesite for the disposal of trash and the lot kept free of debris.

(T.) Structure Completion. All residential structures shall be completed within twelve (12) months from the start of construction (including landscaping).

(U.) Additions Completion. Any additions to existing improvements (i.e., patios, outbuildings, swimming pools, fences, etc.) shall be completed within six (6) months from start of construction.

(V.) Damage Repairs Completion. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 2.33 Effect of Becoming An Owner. The Owners of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a

contract for the purchase thereof, whichever first occurs, whether from Developer or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner:

- (1) acknowledges the rights and powers of Developer and the Association, as the case may be, to enforce such Restrictions;
- (2) for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with Developer and to and with the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with said Restrictions and perform such covenants and agreements and to pay the assessments set forth hereinafter at Article X.

Section 2.34 Other Restrictions. All tracts of ground in Development shall be subject to the easements, restrictions and limitations of record, including those set forth in the Declaration and to all governmental zoning authority and regulations affecting the Development, all of which are incorporated herein by reference.

Section 2.35 Remedies for Failure to Comply. In

the event that any Owner fails to fully observe and perform the obligations set forth herein, the Association, Owners, NCC and MC shall possess such enforcement rights and benefits as are set forth in the Declaration or are available at law or in equity.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 3.2 Classes of Membership and Voting Rights.
The Association shall have one class of voting membership which shall be comprised of all Owners who shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as such co-owners among themselves determine evidenced by a certificate signed by all of the Owners filed with the Association. Such signed certificate shall also be conclusive with respect to voting rights of an Owner in instances where such Owners' voting is referred to in these Restrictions. In no such event shall more than one vote be cast with respect to any Lot either with respect to Association membership or Lot ownership.

Section 3.3 Board of Directors. The Members shall elect a Board of Directors of the Association as prescribed