

P.O.A. AGREEMENT, DECLARATIONS,
AND RESTRICTIONS OF PROPERTY OWNERSHIP

THIS AGREEMENT MADE AND ENTERED INTO this 3rd day of August, 2004, by and between WESTON RIDGE COTTAGE HOMES PROPERTY OWNERS ASSOCIATION, INC., an Indiana Not For Profit Corporation, hereinafter referred to as "THE P.O.A.", PEOPLES BANK SB not personally, but as Trustee under Trust No. 10314, dated December 12, 2001, hereinafter referred to as the "DECLARANT", and SCHILLING CONSTRUCTION COMPANY, hereinafter referred to as the "DEVELOPER/CONTRACTOR";

W I T N E S S E T H:

WHEREAS, the Declarant is the fee owner of the following described real estate, to-wit:

Weston Ridge Cottage Homes, a Planned Unit Development, an Addition to the Town of St. John, Lake County, Indiana, as recorded in Plat Book 94 page 81 in the Office of the Recorder of Lake County, Indiana.

WHEREAS, Developer has received primary and final approval for a subdivision known as Weston Ridge Cottage Homes and the enhancement of various common areas on said real estate by virtue of approvals on MARCH 5th, 2003 and JULY 16th, 2003 respectively, by the Town of St. John Plan Commission; and

WHEREAS, the P.O.A. will, by deed, from PEOPLES BANK SB as Trustee Under Trust No. 10314, obtain ownership of all common areas located in Weston Ridge Cottage Homes; and

WHEREAS, Declarant intends to sell single family dwellings and fractional lots to ultimate purchasers for use as single family

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dwelling around common areas; and

WHEREAS, Declarant, the Developer/Contractor, and the P.O.A. desire that the owners of Lots 1 through and including 23, all inclusive, achieve membership in the P.O.A.; and

WHEREAS, the P.O.A., upon said lot owner's achieving membership in said P.O.A., desires each of said lot owners or unit owners to be entitled to all rights and privileges redounding to owners of all numbered lots or units in the entire Weston Ridge Cottage Homes Addition as identified above, upon their respective recording; and

WHEREAS, the P.O.A. desires that certain restrictions be made applicable to each lot or unit identified above;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, it is agreed as follows:

I. The P.O.A. hereby approves in principle the master development plan including outlots, common areas, detention basins and amenities located upon public right-of-ways for the Weston Ridge Cottage Homes Addition, a copy of which is attached hereto, made a part hereof and marked as Exhibit "A".

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II. The lot or unit purchaser from the Declarant herein who becomes a member of the P.O.A. shall be entitled to the rights and privileges as more fully set out in the following covenants, conditions, restrictions, easements and servitudes. Admission to membership in the P.O.A. shall be a condition precedent to becoming an owner of any lot or unit in the real estate as set forth

hereinafter.

COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND SERVITUDES

Declarant and Developer/Contractor herein adopt and establishes the following covenants, conditions, restrictions, easements and servitudes with respect to the real estate:

A. Ownership, Use and Enjoyment of Common Area and Recreational Amenities.

(1) An easement for the use and enjoyment of areas designated on the Subdivision plats as common areas (CA#), outlots, or amenities upon public rights-of-way within Weston Ridge Cottage Homes and adjacent to Bull Run Drive and 105th Place is reserved to the Developer/Contractor, its successor, the P.O.A., its successors and assigns; to the persons who are, from time to time, members or associate members of the P.O.A. that is described in more detail in Paragraph B of these restrictions below; to the residents, tenants and occupants of the residential buildings, and all other kinds of residential structures that may be erected adjacent thereto and to the invitees of all the aforementioned persons.

B. The Weston Ridge Cottage Homes Property Owners Association, Inc.

(1) In General. There has been created, under the laws of the State of Indiana, a not for profit corporation known as

the WESTON RIDGE COTTAGE HOMES PROPERTY OWNERS ASSOCIATION, INC., which is herein referred to as the "P.O.A." Every person who acquires title to a lot or a fraction of a lot numbered 1 through 23, all inclusive within the real estate shall be a member of the P.O.A. The foregoing provisions requiring the owners of lots within the real estate to be members of the P.O.A. is not intended to apply to those persons who hold an interest in said lot merely as security for the performance of an obligation to pay money, e.g. mortgagees, land contract vendors or pervious contract owners of the real estate, nor any contractor who holds such lot for the purpose of construction of a single family dwelling, provided however that the contractor's exception shall not extend beyond six months from the date he takes title to such lot. However, if such a person should realize upon his security and become the real owner of a lot within the real estate, he will then be subject to all requirements and limitations imposed in these restrictions upon owners of lots within the real estate and on members of the P.O.A., including those provisions with respect to the payment of an annual charge.

(2) Purposes of the P.O.A.

- (a) The general purpose of the P.O.A. is that of

providing a means whereby common areas, outlots, amenities, wetlands, drainage easements, entranceways, landscaping upon or adjacent to Bull Run Drive, 105th Place, Woodmar Lane and 106th Place, and such other amenities within the common areas or outlets as may be developed by the Developer/Contractor or the P.O.A. may be operated, maintained, repaired and replaced by the P.O.A..

(b) An additional purpose of the P.O.A. is that of providing a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the areas identified in paragraph 2(a) above as may be conveyed to or created by the P.O.A.

(3) Power of the P.O.A. to Levy and Collect Charges and Impose Liens.

(a) The P.O.A. shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including but not limited to the power to levy, against every member of the P.O.A. the following sums:

(I) An initial fee, collectible at the time of closing, in the amount of One Hundred Dollars (^{\$300.00}~~\$100.00~~) for the purpose of initial maintenance costs, insurance, and other

expenses associated with improvements upon the common areas.

(ii) A uniform monthly charge, payable quarterly, of not less than Fifty Dollars (^{75.00}~~\$50.00~~) per lot or unit, 225/PT within the real estate, or such greater amount per lot or unit within the real estate as may be determined by the Board of Directors of the P.O.A. after consideration of current maintenance needs, expenses and other future needs of the P.O.A., for the purposes set forth in its Articles of Incorporation.

(b) Provided, however, that no such charges identified in paragraph (a) above shall ever be made against, or be payable by, the Declarant or Developer/Contractor by virtue of ownership of all or part of the real estate or the P.O.A. itself, until the transfer of more than ninety percent (90%) of the lots or units in any one addition has occurred. Provided, however, in the event Declarant or Developer/Contractor thereafter become the legal or equitable owner of a numbered lot or unit, it shall be obligated to pay the annual charge. Provided further, that in the event Declarant sells lots or units on contract and repossesses said units due to a default of the lot purchaser, Declarant shall be liable for the annual charge.

(c) Every such charge so made shall be paid

quarterly by the member to the P.O.A. on or before the 30th day of the month following. The Board of Directors of the P.O.A. shall fix the amount of the monthly charge per lot or unit at its annual meeting but not later than January 31st of each year, and written notice of the charge so fixed shall be sent to each member. In the event that such amount is not fixed in any one year, the charge for the preceding year shall apply.

(d) If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, compounded monthly; the P.O.A. may publish the name of the delinquent member in a list of delinquent members or by any other means of publication; and the P.O.A. may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorneys fees, which lien shall encumber the lot in respect of which the charge shall have been made, and which notice shall be filed in the office of the recorder of the county in which the lot so encumbered shall lie. Every such lien may be foreclosed by equitable foreclosure at any time within three (3) years after the date on which the notice thereof shall have been filed. In addition to

remedy of lien foreclosure, the P.O.A. shall have the right to sue for such unpaid charges, interest, costs and reasonable attorneys fees in any court of competent jurisdiction as for a debt owed by the delinquent member or members of the P.O.A. Every person who shall become the owner of the title (legal or equitable) to a lot in the real estate by any means is hereby notified that by the act of acquiring such title, such person shall be conclusively held to have covenanted to pay the P.O.A. all charges that the P.O.A. shall make pursuant to this subparagraph.

(e) The P.O.A. shall, upon demand at any time, furnish a certificate in writing signed by any officer of the P.O.A. certifying that the assessments on a lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge, not to exceed Twenty Five Dollars (\$25.00) may be made by the Board of Directors of the P.O.A. for the issuance of these certificates. Said certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(4) Purpose of Assessments. The assessments levied by the P.O.A. shall be used exclusively for the purpose of P.O.A.

expenses, improvement and maintenance of the common areas and outlots, the outlots, wetlands, drainage easements and structures, detention basins, landscaping (upon or around the entrance way, landscaping along and adjacent to Bull Run Drive, 105th Place, Woodmar Lane, and 106th Place, all as deemed necessary by the P.O.A.

(5) Subordination of Lien for Charges. The lien for the charges provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or unit shall not affect such lien for charges.

(6) Suspension of Privileges of Membership. Notwithstanding each member's easement for use and enjoyment of the lake reserved in Paragraph F hereof, the Board of Directors of the P.O.A. shall have the right to suspend the voting rights, if any, of any member or associate member (a) for any period during which any P.O.A. charge, including the fines, if any, assessed under the following paragraph of the restrictions below, owed by the member or associate member remains unpaid; or (b) and during the period of any continued violation of the restrictive covenants for the project, after the existence of the violation shall have been declared by the Board of Directors of the P.O.A.

C. Titles, Etc. The underlined titles preceding the various paragraphs and subparagraphs of the Restriction are for convenience of reference only, and none of them shall be used as an aid to the

construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

D. Duration of the Restrictions. The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants and Restrictions shall be automatically extended for successive periods of 10 years, unless changed in whole or in part by vote of those persons who then are the owners of three-fourth (3/4) of the total of the lots of this P.O.A.

E. Remedies. If any violation of any of the Restrictions shall occur or be threatened, the party to whose benefit the particular Restriction inures may proceed at law to recover damages for, or in equity to prevent the occurrence or continuation of, the violation. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of the Restrictions shall be held to be a waiver by that party of (or an estoppel of that party to assert) any right available to him upon

the reoccurrence or continuation of said violation or the occurrence of a different violation. Provided, however, the Declarant herein shall have no liability with respect to these restrictions where the violation pertains to a lot which Declarant has conveyed to a lot purchaser. In such an instance, recourse shall be against said lot purchaser. Provided further, no recourse against Declarant or Developer/Contractor herein shall be available pursuant to this agreement in the following instances:

(1) After all of the lots have been conveyed to lot purchasers; or

(2) In the event Declarant herein assigns all of its right, title and interest to a successor or assignee. In those instances, each of said lot purchasers or said successor assignee, as the case may be, shall be bound by the covenants of this agreement.

F. Severability. Every one of the Restrictions is hereby declared to be independent of and severable from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

G. Assessment Charge Incurred. Notwithstanding anything contained herein to the contrary, no assessments shall become due and payable on any individual lot until said lot shall have been conveyed to a purchaser.

H. Agreement Binding on Successors. Subject to the limitation on personal liability and remedies with respect to Declarant herein, all covenants and agreements made herein by the P.O.A. shall be binding upon and inure to the benefit of the parties herein, their successors in interest and assigns and all parties claiming by, through or under each of said parties, including lot owners who purchase.

I. Location and Type of Improvements. Unless otherwise specified in this Article, there are no limitations imposed on Developer/Contractor as to the location of any improvements that may be made to any portion of the Common Areas, nor any restrictions as to the type and amount of improvements which must or may be made on the Common Areas by the Declarant, the Developer/Contractor, its heirs, successors and assigns.

J. Power of Attorney, Coupled With an Interest. Each lot owner and his respective mortgagees, by the acceptance of a deed conveying such ownership or a mortgage encumbering such interest, as the case may be, hereby irrevocably appoints Declarant or Developer/Contractor his attorney-in-fact, coupled with an

interest, and authorizes, directs and empowers such attorney, at the option of the attorney, in the event that the Declarant or Developer/Contractor exercises the rights reserved above, to add to the real estate additional property, to execute, acknowledge and record for and in the name of such lot owner, an amendment of this agreement for such purpose and for and in the name of such respective mortgagees, a consent to such amendment.

K. Amendments to Declaration, By-Laws, and Operating Agreement. This Declarant reserves the right to make any changes or modifications to the Declaration, the By-Laws, or Operating Agreement, by instruments in writing an any time prior to the transfer of control of the Association as defined in Article II, Section 1(B) of the By-Laws of the Weston Ridge Property Owners Association, Inc. Thereafter, this Declaration, the By-Laws, or the Operating Agreement, may be changed, modified, or rescinded by instruments in writing setting forth such change, modification or rescission signed and acknowledged by the Board, upon the approval of seventy-five percent (75%) of the Owners. The Declarant's rights to make such amendments shall terminate upon the transfer of control of the P.O.A. as defined in Article II, Section 1(B) of the By-Laws of the Weston Ridge Property Owners Association, Inc. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds

of Lake County, Indiana. No change, modification, or rescission of any provision of this Declaration affecting the Developer/Contractor shall be effective as to the Developer/Contractor unless the Developer/Contractor consents thereto in writing.

L. Invalid or Unenforceable Provisions.

If any term, covenant, provision, phrase or other element of the Declaration or By-Laws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify, or impair in any manner whatsoever, any other term, provision, covenant or element of the Declaration or By-Laws.

M. Unit Deeds

Any transfer of a unit shall include all appurtenances thereto whether or not specifically described.

N. Captions.

Captions used in the Declaration or By-Laws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Declaration or By-Laws.

O. Gender, Singular, Plural.

Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and

any gender shall be deemed to include all genders.

P. Severability.

If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Indiana, then the said law of the State of Indiana shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Owner and Developer/Contractor have caused this Declaration to be executed this ____ day of August, 2004.

"THE P.O.A."

"DECLARANT"

WESTON RIDGE COTTAGE
HOMES PROPERTY OWNERS
ASSOCIATION, INC.

PEOPLES BANK SB AS TRUSTEE
UNDER THE PROVISIONS OF A TRUST
AGREEMENT DATED DECEMBER 12, 2001
AND KNOWN AS TRUST NO. 10314

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State,

personally appeared WESTON RIDGE COTTAGE HOMES PROPERTY OWNERS ASSOCIATION, INC., an Indiana Corporation, by RICHARD SCHILLING and CAROL BIEL, to me known to be the President and Secretary of the Corporation, and acknowledged the execution of the foregoing Instrument.

Witness my hand and notarial seal this ____ day of August, 2004.

Notary Public

My Commission Expires: _____

County of Residence: Lake

This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated December 12, 2001 creating Trust No. 10314; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by PEOPLES BANK SB, as TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against PEOPLES BANK SB, as TRUSTEE, on account hereof, or on account of any covenants, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, the said PEOPLES BANK SB, as Trustee, a Corporation, has caused this instrument to be signed by its *Vice President and Trust Officer*, and attested by its *Adm. Secretary* and its corporate seal to be hereunto affixed this 3rd day of August, 2004.

PEOPLES BANK SB AS TRUSTEE UNDER TRUST
NO. 10314 UNDER TRUST AGREEMENT
DATED DECEMBER 12, 2001

BY: _____

ATTEST:

Joyce M. Barr

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State,
this 3rd day of August, 2004 personally appeared Stephan A. Ziemba
and Joyce M. Barr, of PEOPLES BANK SB AS TRUSTEE UNDER TRUST
NO. 10314, who acknowledged the execution of the foregoing
instrument as the free and voluntary act of said corporation, and
as their free and voluntary act, acting for such corporation, as
Trustee.

GIVEN under my hand and notarial seal this 3rd day of August,
2004.

Brianne M. Sucho

Notary Public

My Commission Expires: 12-01-10
County of Residence: Porter

It is expressly understood and agreed by and between the
parties hereto, anything herein to the contrary
notwithstanding, that each and all of the
representations, covenants, undertakings and agreements
herein made on the part of the Trustee while in form
purporting to be and the representations, covenants,
undertakings and agreements of said Trustee are

nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company on account of this instrument or on account of any representation, covenant, undertaking, or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the said St. John Westview, LLC, an Indiana Limited Liability Company has caused this DECLARATION to be approved and executed by Frank E. Schilling, its Manager.

ST. JOHN WESTVIEW, L.L.C.

BY:

Frank E. Schilling
Frank E. Schilling, Its Manager

IN WITNESS WHEREOF, the said Schilling Construction, Inc., an Indiana Corporation has caused this DISCHARGE to be approved and executed by Richard Schilling, its President and attested by Peggy Schilling, its Secretary/Treasurer.

SCHILLING CONSTRUCTION, INC.

BY: Richard Schilling
Richard Schilling, Its President

ATTEST:

Peggy Schilling
Peggy Schilling
Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Richard Schilling, President and Peggy Schilling, Secretary/Treasurer to me known to be such President and Secretary/Treasurer of said Corporation, and acknowledged the execution of the foregoing Instrument for and on behalf of said SCHILLING CONSTRUCTION, INC. and by its authority.

WITNESSE MY hand and Notarial seal this 3rd day of August, 2004.



Michael C. Munnich
MICHAEL C. MUNNICH

My Commission Expires: 9/12/07 County of Residence: LAKE

IN WITNESS WHEREOF, the said Gregory M. Schilling has caused this DECLARATION to be approved and executed this 3rd day of August, 2004.



Gregory M. Schilling

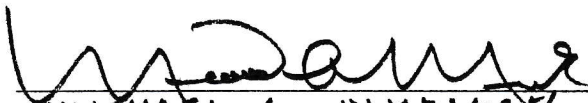
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gregory M. Schilling and acknowledged the execution of the foregoing Instrument.

WITNESS my hand and Notarial seal this 3rd day of August, 2004.

My Commission Expires





MICHAEL L. MUENICH
County of Residence: Lake

This Instrument Prepared By: MICHAEL L. MUENICH
Attorney at Law
3235 - 45th Street, Suite 304
Highland, Indiana 46322
219/922-4141

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