

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR BARRINGTON COTTAGE HOMES
SECTION OF BARRINGTON RIDGE, UNIT 15, 16, AND 17
CITY OF HOBART, LAKE COUNTY, INDIANA

THIS AMENDED AND RESTATED DECLARATION is made this 9th day
of MARCH, 2016, by the BARRINGTON COTTAGE HOME PROPERTY
OWNERS ASSOCIATION, INC. (the "Association"), an Indiana not-for-profit
corporation.

WITNESSETH:

WHEREAS, the Association represents the collective owners (the "Owners")
of the real property legally described as follows:

Lots 241 through 257, both inclusive, in Unit 15 of Barrington Ridge,
in the City of Hobart, as per plat thereof, recorded in Plat Book 85,
Page 30, in the Office of the Recorder of Lake County, Indiana; and

Lots 258 through 260, inclusive, in Unit 16 of Barrington Ridge, in the
City of Hobart, as per plat thereof, recorded in Plat Book 83, Page 13,
in the Office of the Recorder of Lake County, Indiana; and

Lot 261 in Unit 16 of Barrington Ridge, in the City of Hobart, as per
plat thereof recorded in Plat Book 83, page 13, in the Office of the
Recorder of Lake County, Indiana; and

Lots 282 through 302, both inclusive, in Unit 17 of Barrington Ridge,
in the City of Hobart, as per plat thereof, recorded in Plat Book 85,
Page 31, in the Office of the Recorder of Lake County, Indiana;

(the "Property"); and,

WHEREAS, the Property is subject to that certain Declaration of Covenants,
Conditions and Restrictions for Barrington Cottage Homes Section of Barrington
Ridge, Unit 15, 16, and 17, City of Hobart, Lake County, Indiana, recorded in Plat Book 85, Page 31, in the Office of the Recorder of Lake County, Indiana;

JOHN E. PETALAS
LAKE COUNTY AUDITOR

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STATE OF INDIANA
LAKE COUNTY

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Ridge, Unit 15, 16, and 17, City of Hobart, Lake County, Indiana recorded as Document No. 98072755 in the Office of the Recorder of Lake County, Indiana on the 14th day of September, 1998, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Barrington Cottage Homes Section of Barrington Ridge, Unit 15, 16, and 17, City of Hobart, Lake County, Indiana, recorded as Document No. 98085005 in the Office of the Recorder of Lake County, Indiana on the 28th day of October, 1998, as further amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Barrington Cottage Homes Section of Barrington Ridge, Unit 15, 16, and 17, City of Hobart, Lake County, Indiana, recorded as Document No. 98086812 in the Office of the Recorder of Lake County, Indiana on the 3rd day of November, 1998, and as further amended by the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Barrington Cottage Homes Section of Barrington Ridge, Unit 15, 16, and 17, City of Hobart, Lake County, Indiana, recorded as Document No. 2003091474 in the Office of the Recorder of Lake County, Indiana, on the 3rd day of September, 2003, and as further amended by the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Barrington Cottage Homes Section of Barrington Ridge, Unit 15, 16, and 17, City of Hobart, Lake County, Indiana, recorded as Document No. 2008027788 in the office of the Recorder of Lake County, Indiana, on the 17th day of April, 2008, (collectively, the "Declaration"); and,

WHEREAS, the Board of Directors now desires to amend and restate the Declaration as set forth herein and has obtained the requisite approval of sixty-seven percent (67%) of the Owners and their eligible mortgages;

NOW THEREFORE, THE DECLARATION IS HEREBY AMENDED AND RESTATED AS FOLLOWS:

ARTICLE I DEFINITIONS

1.01 **Definitions.** The following terms, unless the context requires otherwise, shall have the following meaning when used in this Declaration:

A. "Declaration" shall mean this instrument and shall include such amendments, if any, to this instrument as may from time to time be adopted.

B. "Property" shall mean the real estate described herein.

C. "Association" shall mean Barrington Cottage Home Property Owners Association, Inc., an Indiana not-for-profit corporation and its successors and assigns.

D. "Common Areas" shall mean: (1) the detention area located in Unit 15; (2) the common areas located in the center of the loop of Dunlin located in Unit 16; and (3) the common area located in the loop of Avocet Circle in Unit 15 or other parts of the Property not comprising the feeholder lots which may be later added or defined as common areas.

E. "Unit" shall mean a residential building and/or house which, as

originally constructed, is integrated and designed for use exclusively as living quarters for a single family.

F. **"Building"** shall mean a structure, located on the Property, containing one (1) or more dwelling unit(s).

G. **"Owner"** shall mean and refer to a record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those other than contract sellers having such interest merely as security of the performance of an obligation.

H. **"Member"** shall mean and refer to every person or entity who holds membership in the Association.

I. **"Board"** shall mean and refer to the board of directors of the Association as constituted at any time or from time to time.

J. **"Occupant"** shall mean a person or persons who from time to time occupy a Unit.

K. **"Occupancy Expense"** shall mean all sums incurred, expended, or proposed to be expended for the purpose of carrying out, protecting, performing, or implementing the required or permitted activities of the Board or Association hereunder or which are for the benefit of Owners.

L. **"Proportionate Share"** shall mean that amount of the Common Expense as bears the same ratio to the total amount of Common Expenses, as the number of Units owned by an Owner bears to all Units existing subject

to the provisions hereof, at the time or times each respective determination (of Proportionate Share) is made.

M. "Lot" shall mean the portion of the property on which a Unit is constructed as designated on the Plat(s) for Unit 15, 16 and 17 of Barrington Ridge.

N. "Assessment" shall mean the amounts charged to the Owners by the Association pursuant to Article VI herein.

ARTICLE II REAL ESTATE AFFECTED

2.01 **Property.** The Property at all times hereafter, shall be held, transferred, sold, conveyed, used and occupied subject to and in accordance with the terms, provisions and conditions contained in this Declaration.

2.02 **Applicability of Declaration.** Upon the effective date of this Declaration, all action heretofore taken hereunder by the Board, the Association, its beneficiaries and their contractors, agents and employees shall be binding upon and inure to the benefit of the Owners.

2.03 **Sub-Declarations and Agreements.** The Board, the Association and individual Owners may from time to time hereafter make further Declarations and enter into further agreements affecting the Units on the Property, including but not limited to maintenance and cross easement agreements. To the extent the provisions of any such agreement shall conflict with the terms, provisions and conditions hereof, then this Declaration shall govern.

**ARTICLE III MEMBERSHIP AND
VOTING RIGHTS IN THE ASSOCIATION**

3.01 **Membership.** Each Owner of a Unit shall have a membership in the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of a Unit, and each Owner, by accepting a conveyance of the same, shall be a Member of the Association, and thereby succeed to the rights and become subject to the obligations of a Member of the Association, whether or not reference is made thereto in the instrument of conveyance or any other document of ownership.

3.02 **Voting Rights.** Each Owner shall be entitled to one (1) vote for each Unit owned by such Owner.

(a) This applies to a proxy given by a member of a homeowners association.

(b) A proxy that does not comply with this subsection is void. A proxy must include all the following:

(1) The name and address of the member giving the proxy.

(2) The name of the individual empowered to exercise the member's proxy.

(3) The date on which the proxy is given.

(4) The date of the meeting for which the proxy is given.

(5) The member's signature.

- (6) An affirmation under the penalties for perjury that the individual signing the proxy has the authority to grant the proxy to the individual named in the proxy to exercise the member's proxy.
- (c) A member may state in a proxy that the proxy is limited in its use to specific matters described in the proxy.
- (d) A member may give a proxy for the meeting referred to in subsection (b)(4) and any continuation of that meeting, if the proxy states that it expires on a stated date that may not be more than one hundred eighty (180) days after the date on which the proxy is given.
- (e) A member may create and use a proxy form designed by the member if the form complies with the requirements of subsection (b).
- (f) A proxy, or a copy of the proxy, that is exercised for any purpose at a meeting must be kept with the records of the meeting.

3.03 Multiple and Entity Ownership. There shall be one (1) vote and one (1) voting member for each Unit, regardless of the number of persons who may have the ownership interest in a Unit or the manner in which title is held by them. If a Unit shall be owned by more than one (1) person, then such Owners shall confirm in writing to the Association the name of the person who shall be entitled to vote on behalf of such joint owners and the membership represented thereby in accordance with the provisions of the By-Laws. The voting rights of any Owner which is: (a) a corporation, shall be exercisable by its chief executive officer; (b) a corporate

trustee, shall be exercisable by its beneficiary; and (c) an individual trustee, shall be exercisable by such Trustee.

ARTICLE IV
OWNERSHIP, USE, MAINTENANCE AND EASEMENTS
PERTAINING TO COMMON AREAS

4.01 **Ownership of Common Areas.** The Common Areas will be owned by, or have an easement dedicated to the Association for the common use and benefit of the members of the Association, subject to and in accordance with the provisions hereof, including but not limited to: (a) all portions of the Property conveyed to the Association; (b) all easement rights held by the Association and all facilities and equipment located therein and thereon; and (c) any structures or improvements constructed or placed upon any part of the Common Areas. All personal property owned or controlled by the Association and available for the common benefit and/or use of the Owners, or for the maintenance and management of any part of the Property in accordance with the provisions of this Declaration shall be deemed to be Common Areas insofar as the same is to be owned, used or disposed of for the benefit of the Owners. Any part of the Property which is generally designed, used or intended to provide vehicular or pedestrian access to any Lot shall be deemed to be subject to a perpetual easement for ingress and egress appurtenant to each adjacent Lot and also for the benefit of all other portions of the Property, whether or not expressed in the instrument of conveyance.

4.02 **Easement Privileges.** The Association hereby reserves the following

rights, with respect to the Property, which rights shall survive the conveyance of every Unit and Common Area, whether or not such rights are expressly reserved in the instrument of conveyance:

A. To grant to any public or private utility having a certificate of territorial authority, any governmental authority or any other entity which may have the right to install and maintain facilities and equipment to provide utility services (including but not limited to electric, gas, water, sanitary and storm sewer, and telephone services) (whether the same shall be located in, upon or outside of the Unit or Property) for the benefit of all or any portion of the Property or the public at large;

B. To reserve or grant for the benefit of any other portion of the Property easements for drainage purposes and storm sewer purposes, and such easement rights may include the right to tap into and use all pipes and other conduits, pumping facilities and equipment on the Property utilized in connection with the disposal of surface water and sewage, which are owned by the Association or which constitute Common Areas;

C. To reserve or grant for the benefit of any other portion of the Property the right to re-enter any portion of the Property to effect repairs on all pipes and other conduits, pumping facilities and equipment, whether the same shall be located in, upon, or outside of a Unit.

D. To modify, relocate and expand the foregoing easements rights,

including but not limited to the provision of rights and restrictions reasonably calculated to preserve, maintain and facilitate the use of any such easement for its intended purpose.

However, no such easement shall be located in any location which shall unreasonably impair the use of any Unit by its Owner as a dwelling.

4.03 Easement Equipment. All pipes, cables, poles and equipment installed in or as part of an easement for any of the purposes set forth in Article 4.02 above shall be a part of the Common Areas, constituting the property of the Association, unless the same are owned by a utility company, governmental authority or unless the Association or any other person shall reserve any title or rights therein.

4.04 Other Facilities. The Association shall have the right to install and operate upon the Common Areas (to the extent permissible under applicable law) recreational and other facilities incidental to the residential nature of the Community and primarily for the benefit of the Owners and Occupants. Fees and charges may be imposed for the use of such facilities, provided that such facilities shall be maintained solely for the benefit of the Owners, Occupants and their guests, and the fees and charges herein permitted shall be limited to the amounts necessary to pay for the cost of operation and replacement thereof.

4.05 Use of the Common Areas. Subject to the provisions of Articles 4.04 and 4.07 hereof, each Owner shall have the right to the use and benefit of all

Common Areas in connection with the use, possession, occupancy or enjoyment of the respective Unit(s) owned by such Owner. Such rights shall extend to the Owners, Occupants, guests and other authorized invitees of the Owners, Occupants and the Association, and shall be appurtenant to and pass with the title of every Unit, provided that such rights shall be subject to and governed by the provisions of this Declaration and the By-Laws, rules and regulations of the Association. The Association shall have the right of ingress to and egress from, under, along, over and upon the Common Areas for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of any of the Common Areas.

4.06 Maintenance and Common Expenses. Except as otherwise provided in Section 4.04 hereof, and except to the extent the same is assumed by any person pursuant to a grant of rights or otherwise, the ownership, management and maintenance responsibilities of the Association which include: upkeep of Common Areas, repair, alteration and improvement of the Common Areas; purchase of fidelity bonds and insurance of the types and in the amounts specified in Section 5.01 of this Declaration, accounting services, legal services, payment of real estate taxes on Common Areas and management of Association funds shall be at the cost and expense of the Association and all expenses in connection therewith shall be Common Expenses.

4.07 Suspension of Privileges. The right to use the Common Areas and the

easements created hereunder shall be subject to suspension, with respect to any Owner or Occupant for any period during which any Assessment shall remain unpaid for the Unit owned or occupied by such person, or for any period which the Board shall determine as a result of any default in or infraction of the terms, conditions, undertakings or obligations of this Declaration, the By-laws of the Association, or pursuant to specific action of the Board or Association. No policy or action in any specific case shall limit the powers of enforcement of the Board and Association in other cases, and the Board may in its discretion seek injunctive or other legal or equitable relief to enforce its determination to suspend privileges.

4.08 No Dedication. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas to or for any public use or purpose whatsoever except and only to the extent specifically set forth herein. At any time and from time to time, the Board may dedicate any portion of the Common Areas for public use without further consent or action of the Owners. The right to make such dedication shall include the right to execute such documents, incur such expenses as Common Expenses and take such further and other action as shall be necessary to consummate any such dedication.

4.09 Prior Rights. Notwithstanding anything herein to the contrary, the rights and easements created hereunder shall be subject to easements, covenants, conditions and restrictions of record which may be prior to the provisions hereof.

ARTICLE V ADMINISTRATION

5.01 **Specific Powers of the Board.** The Board shall have the power to purchase, contract for and pay for the following, which are herein listed for the purposes of illustration and not for the purpose of limitation:

A. **Utility Service for Common Areas.** Water, waste removal, electricity, power and other necessary utility if not separately metered or charged to the Units.

B. **Casualty Insurance.** Insurance against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects including those covered by the standard "all risk" endorsement covering all of the Common Areas (exclusive of land, foundations and excavation) but including fixtures and building service equipment that are considered part of the Common Areas as well as common personal property and supplies. Said insurance shall be in an amount equal to the maximum insurable replacement value of the above-described property and shall contain a maximum deductible of the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. Each casualty insurance policy must be written by an insurance carrier which carries a B general policyholders rating and a III financial size category or as an alternative, an A general policyholders rating. All casualty insurance policies shall show the Association as the named insured and must also contain the standard mortgage clause. The casualty insurance policy shall require the insurer to notify the Association and each first mortgage holder named in the mortgage clause in writing at least ten (10) days before it cancels or substantially changes the Project's

coverage.

C. **Liability Insurance.** Comprehensive public liability insurance, including liability for injuries to death of persons, and property damage, in such limits as it shall deem desirable [but not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage for any single occurrence], and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the manager and managing agent, if any, and their respective beneficiaries, employees and agents (to the extent that any or all of the same are, in the determination of the Board, properly named as insured), from liability in connection with the ownership and/or use of the Common Areas, and legal liability that results from lawsuits related to employment contracts in which the Association is a party. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The liability insurance policy should also provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify the policy.

D. **Workmen's Compensation Coverage.** Workmen's Compensation insurance to the extent necessary to comply with applicable laws.

E. **Wages and Fees for Services.** The services of any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Common Areas,

the services of any person or persons required for maintenance or operation of the Common Areas, and legal, accounting and other professional services necessary or proper in the operation of the Common Areas or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association.

F. **Care of Common Areas.** Landscaping, gardening, cleaning, maintenance, repair and replacement of the Common Areas and such equipment used in connection therewith as the Board shall determine to be necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Areas; and all real estate taxes and other impositions upon the Common Areas.

G. **Additional Expenses.** Any other materials, equipment, supplies, labor, services, maintenance, repairs, insurance or assessments which the Board is required to or may secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Common Areas or for the enforcement or implementation of any of the terms and provisions of this Declaration.

H. **Discharge of Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute

a lien against the Common Areas or any part thereof (rather than merely against the interest therein of particular Owners); it being understood, however, that the foregoing authority shall not be in limitation of any other lawful action relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it, and any costs incurred by the Board by reason of discharging said liens or otherwise in relation thereto shall be specifically assessed to and paid by said Owners.

I. **Lawn Care and Snow Removal.** Maintenance of lawns on the Lots, including but not limited to fertilizing, mowing and leaf removal and snow removal on driveways, streets and sidewalks all as deemed necessary or appropriate by the Association.

ARTICLE VI ASSESSMENT-MAINTENANCE FUND

6.01 **Common Expenses - Estimate.** Each year prior to the annual meeting, the Board will prepare an estimate of the total amount necessary to pay the cost of wages, materials, equipment, improvements, insurance, services and supplies which will be required or incurred during the ensuing calendar year for the performance of all services and other undertakings required or permitted herein and to be charged as Common Expenses, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and

replacements. A written copy of the proposed ensuing year's budget shall be provided to each member and shall be included with the mailed notice of the annual meeting time and place where the Board shall present said budget for approval by a majority vote of a quorum present. Each Owner shall be assessed for a Proportionate Share of said estimate. On or before January 1, of the ensuing year, and each ninety (90) days thereafter, each Owner shall be obligated to pay to the Board or as it may direct, one quarter (1/4) of the annual Assessments made pursuant to this Section. A late charge of Twenty-Five Dollars (\$25.00), or such other amount as may be determined by the Board from time to time, shall be added to any Assessment not paid within thirty (30) days of its due date. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of all expenditures for Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves.

6.02 Reserve for Contingencies and Replacements. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If the annual estimate proves inadequate for any reason, including but not limited to, nonpayment of any Owner's Assessment, the Board may, at any time, levy a further

Assessment, which shall be assessed to the Owners in Proportionate Shares. The Board shall serve notice of such further Assessment on all Owners responsible therefor by a statement in writing giving the amount and reasons therefor, and such further Assessment shall become effective with the next quarterly Assessment which is due more than ten (10) days after the delivery or mailing of such notice of further Assessment. All Owners shall be obligated to pay the adjusted quarterly amount.

6.03 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay any sums herein provided whenever the same shall be determined, or whenever served; and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the Assessment at the then current rate.

6.04 Books and Records. The Association shall maintain or cause to be maintained full and correct books of account in chronological order for a period of two (2) years of the receipts and expenditures. Such records and the vouchers authorizing the payment shall be available for inspection by each member of the homeowner's association upon written request or any representative of an Owner, duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a current

statement of his account, setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner, to the extent the same is then determined. The minutes of meetings of the homeowners association board, including the annual meeting, must be available to a member of the homeowners association for inspection upon the homeowners association member's request, which may be submitted (A) in person; (B) in writing; or (C) by electronic mail. A written request for inspection must identify with reasonable particularity the information being requested. A member's ability to inspect records under this section shall not be unreasonably denied or conditioned upon provision of an appropriate purpose for the request. The homeowners association may charge a reasonable fee for the copying of a record requested under this section if the member requests a written copy of the record. The homeowners association may not charge a fee for the first hour required to search for a record in response to a written request submitted under this section. A homeowners association may charge for any time that exceeds one (1) hour. That fee may not exceed thirty-five dollars (\$35) per hour and may prorate the fee to reflect any search time of less than one (1) hour. The total amount of the fee charged may not exceed two hundred dollars (\$200).

6.05 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and shall be deemed to be held for the benefit, use and account of all the Owners in their respective Proportionate

Shares, except to the extent special Assessments are collected for and are to be applied against, specific expenditures or obligations and except for such adjustments as may be required to reflect delinquent or prepaid Assessments.

6.06 Obligations and Rights Upon Transfer. Each Assessment together with such interest, costs and reasonable attorney's fees shall be the personal obligation of the person who was the Owner of the Unit at the time the Assessment was levied. This personal obligation shall not pass to successors in title unless expressly assumed. Upon the transfer of a Unit, unless there is an agreement to the contrary approved by the Board, any reserves or other funds of the transferor held by or subject to the control of the Association shall be deemed transferred to the transferee of the Unit.

6.07 Remedies for Failure to Pay Assessments. If an Owner is in default in the payment of any charges or Assessments required hereunder for thirty (30) days after the same are due and payable, the Board may bring suit for an on behalf of itself (or the Association) and as representative of all Owners, to enforce collection thereof against such Owner personally, and may in addition thereto or in the alternative as it elects, bring suit to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due additional charges for the costs of said suit, together with interest at the rate of twelve percent (12%) per annum, compounded annually, from the date due to the date of payment, plus reasonable attorney's fees. The amount of any delinquent and unpaid Assessments and charges

for interest, costs and fees as above provided, shall be and become a lien or charge against the Unit of the Owner involved when payable, and may be foreclosed by an action brought in the name of the Board or Association as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the Association, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take affect and be in force thirty (30) days after an Assessment is delinquent but shall not be binding upon nor affect third persons unless and until a notice thereof is recorded with the Recorder's Office; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or any other person providing purchase money financing, shall be prior to the lien of the Association hereunder, if the encumbrance was recorded before the delinquent Assessment was due. A lien for an Assessment is not affected by the sale or transfer of a unit estate unless a foreclosure of first mortgage is involved. In that event, the foreclosure will extinguish the lien for any Assessments that were payable before the foreclosure sale, but will not relieve any subsequent Owner from paying further Assessments. Any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth unpaid Assessments and charges with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days after receipt thereof, all unpaid Assessments and

charges which become due prior to the date of making such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid Assessments and charges payable with respect to such Unit and may, if permitted by the terms and provisions of his encumbrance, have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Unit.

ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 Use. The Units, Buildings and Common Areas shall be used and occupied as follows:

A. **Residential Purposes.** No part of the Property shall be used for other than housing and other related common purposes, except Common Areas. Each Unit shall be used as residence for a single family or for such other user permitted by this Declaration and for no other purposes.

B. **Architectural Controls.** No deck, antennas, wall, fence or other improvements shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alteration, until the plans and specifications showing the nature, kind, shape, height and materials, color scheme, location and lot and approximate cost of such improvement, and the grading plan and landscape plan have been submitted to and approved in writing

by the Board. The Board shall, in its sole discretion, have the right to refuse to approve any such construction plans or specifications, grading or landscape plan, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, shall have the right to take into consideration the suitability of the improvement with the surroundings, and the effect of the improvement with the surroundings, and the effect of the improvement on the outlook from adjacent or neighboring Units. The Board may require modifications to plans and specifications as necessary to maintain the integrity of the Property.

C. **Zoning and Restrictions.** Each Owner shall faithfully comply with and observe the restrictions and requirements of each planned unit development ordinance and other zoning ordinances, including any amendments and modifications thereof now or hereafter existing, which affect his Unit, and no Owner shall permit any other person to violate the same in connection with his Unit. Such restrictions include but are not restricted to the location of Buildings and the maintenance of open areas or "green areas." Each Owner hereby irrevocably authorizes the Association, on his behalf, to apply for and consent to any modification of any applicable planned unit development ordinance.

D. Obstruction of Common Areas. No Owner shall maintain or permit any obstruction of the Common Areas nor shall anything be stored in or on the Common Areas without the prior consent of the Board.

E. Alterations of Common Areas. Nothing shall be altered or constructed in or removed from the Common Areas except upon the written consent of the Board. No waste shall be committed to the Common Areas.

F. Prohibited Activities and Signs. No signs, posters or advertisements of any kind or description shall be erected, maintained or displayed on any Lot, visible to public view, except that: i) (1) "For Sale" or "For Rent" sign no larger than ten inches by fifteen inches (10" x 15") may be exhibited inside the front window of a Building or Unit; and ii) one (1) standard sign of an Indiana licensed real estate broker or one (1) "by owner" sign may be displayed in the front yard of a Building or Unit advertising such Building or Unit for sale or lease. No trade or business of any kind or character nor the practice of any profession shall be conducted, maintained or permitted on the Property. Notwithstanding the above, Political signs may be placed in a homeowner's yard in accordance with state code IC32-21-13 eff. 7/1/2010 which allows them to be placed 30 days prior to an election of a public office and then subsequently removed 5 days following the election.

G. Certain Personal Activities Permitted. The restrictions in Paragraphs A through F of this Section 7.01 shall not, however, be construed in such manner as to prohibit an Owner or an Occupant from (i) renting a Unit to

third parties; (ii) maintaining in a Unit his personal professional library; (iii) keeping in his Unit his personal, business or professional records or accounts; or (iv) handling his personal, business or professional telephone calls or correspondence from a Unit.

H. **Pets.** No livestock, poultry, or more than two (2) dogs or cats over four (4) months of age shall be kept or maintained on any portion of the Property. No undomesticated animal or any other animal having unusually vicious propensities shall be kept or maintained on any portion of the Property.

I. **Nuisances.** No Owner shall permit any noxious or offensive activity to be carried on in any Unit, on any Lot, or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which be or become an annoyance or nuisance to the other Owners or Occupants. Radio antenna transmitting equipment and other high power electronic equipment on any Unit or Lot shall be subject to regulation and prohibition by the Board.

J. **Laundry or Rubbish.** No clothes, sheets, blankets or laundry of any kind or other articles shall be hung out or exposed on any part of a Unit, Lot or the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

K. **Prohibition Against Additional Structures.** No accessory storage shed or other additional structures are permitted within Barrington Cottage Homes Section of Barrington Ridge.

L. **Plantings.** All plantings require approval of the architectural committee of the association. The following types of trees are preapproved by the Association and shall be at least one and three-quarters inches (1-3/4") in diameter :

1. River Birch;
2. Crabapple;
3. Silver Linden;
4. Northern Red Oak;
5. Japanese Tree Lilac;
6. Black Gum;
7. Hawthorn.

M. **Fences.** Fences no greater than six (6) feet in height may be constructed around the perimeter of the side and rear yards of any Lot. All fences shall be constructed of polyvinyl chloride plastic (PVC) and shall be maintenance free and white or beige/tan in color. All fences shall be approved by the Board or its designated agent. A greater height may be allowed if the same is required or permitted by ordinance or statutes around swimming pools. No fence shall be erected along the right of way of Bracken Parkway, specifically the designated rear lot lines of lots 241 through 243 of Unit 15 and lots 260 through 261 of Unit 16, all inclusive. Fencing shall not intrude on any easements located either adjacent to or on the Lot.

N. Prohibition Against Recreation and Commercial Vehicle

Parking. No driveway or parking area which may be in front of or adjacent to or any part of any Lot may be used as a habitual parking place for commercial vehicles and/or recreational vehicles. Habitual parking is defined as greater than 72 hours. No Lot or the area located between the road pavement and the building line of each Lot shall be used for the parking of private, recreational or commercial vehicles, or boats, snowmobiles, water jet skis, motorcycles, mobile homes or trailers, all of which are specifically prohibited. The term "commercial vehicle" shall include any automobile, station wagon, truck, van, trailer or other motorized vehicle or equipment with a gross vehicle weight in excess of 10,000 pounds. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance.

O. Area, Width and Yard Regulations - Front Yard. Each front yard

shall extend across the full width of the Lot which is on a street. On all streets, there shall be a distance of twenty (20) feet between the building line and the street right-of-way.

P. Decorating Schemes. Each Unit and Lot shall have a uniform

and coordinated and sightly landscaping scheme. Any substantial deviation from the original exterior decoration and landscaping provided by Association or approved by Association or the Board shall require the written approval of the Board. Awnings, canopies, exterior shutters and other similar décor may not be added without such consent.

Q. Painting and Repairs. If any Unit shall be in substantial need of exterior painting or repairs, the Association shall have the right to order the necessary work done, and the Owner affected thereby shall have the obligation to pay for any such work as may be ordered by the Association. The color or quality of the exterior paint cannot be changed without the consent of the Owner. In the event of any conflict, with respect to the foregoing matters, any aggrieved Owner may require that the matter in controversy be determined by the Board, whose determination shall be conclusive. All exterior repairs must be approved by the Board. All driveways shall be concrete construction. Asphalt driveways and or toppings are prohibited.

R. Maintenance of Landscaping. Each Owner shall be responsible for the maintenance of the landscaping on his Lot, exclusive of the lawn. Architectural approval is needed on all removals and replacements. All trees and shrubs approved for removal must be removed to a minimum of 3" below ground level. *(See page 44 for subsection (a) on Maintenance of Landscaping.)*

S. Rules and Regulations. All Units, Lots and Common Areas and all activities thereon and therein, shall be maintained and conducted in accordance with the rules and regulations adopted by the Board from time to time.

ARTICLE VIII GENERAL PROVISIONS

8.01 Association. The Association shall have all the duties and obligations of an Owner hereunder, provided that the right of the Association hereunder shall be

derived solely from the Owners who are members thereof, and shall be exercisable by the Association only to the extent permitted by its organizing documentation or by the acts of its Owners, and provided further that the Association shall not be obligated to pay any portion of the Common Expenses.

8.02 **Encumbrances.** No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Areas or any other part of the Property other than his own Unit and Lot.

8.03 **Separate Real Estate Taxes.** It is intended that the real estate taxes are to be separately taxed to each Owner for his Unit and Lot. In the event that for any year such taxes are not separately taxed to an Owner but are taxed on the Property or some part thereof, then such Owner shall pay the amount thereof attributable to his Unit and Lot as shall be determined by the Board.

8.04 **Utilities.** Each Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each Unit by the respective utility companies.

8.05 **Insurance; Lot or Unit Owners.** Each Owner shall be responsible for his own casualty insurance for the Unit owned by him, and for his own liability insurance for any incident occurring upon his Lot or Unit. Each Occupant of a Unit shall be responsible for insurance on the contents within a Unit; and each Owner and Occupant of a Unit shall be responsible for his own personal liability all to the extent not covered by the liability insurance for all of the Owners obtained as part of the

Common Expenses. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers and members of the Board, the manager and managing agent of the Common Areas, if any, and their respective employees and agents, for damage to the Common Areas, the Units and to any personal property located in a Unit or Common Areas caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

8.06 **Negligence of Owner.** If, due to the negligent act or omission of an Owner or an Occupant, or an employee, agent, of such Owner or Occupant, damage is caused the Common Areas or a Unit owned by another Owner, then such cost shall be paid for by the Owner and Occupant by or through whom the damage was caused, unless the act or omission is covered by insurance and the insurance proceeds are sufficient to pay for and are applied to all required repairs and/or replacements. The liability of an Owner and Occupant for any such damage which be joint and several; and it shall not be a defense that the person causing the damage was not authorized to perform the specific act out of which the damage was incurred.

8.07 **Joint Facilities.** To the extent that equipment, facilities and fixtures within Units or upon Lots shall be connected to similar equipment, facilities or fixtures affecting or serving the Common Areas or another Unit or Lot, then the use thereof by an Owner shall be subject to the rules and regulations of the Board. An

authorized representative of the Association or the Board, or of the manager or managing agent for the Common Areas, shall be entitled to reasonable access to any Unit or Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving the Common Areas.

8.08 Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board and the Association the right:

A. To enter upon the Lot or Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, provided, however, that judicial proceedings must be instituted before any items of construction can be altered or demolished, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, the continuance of any breach.

8.09 Service of Notices on Owners. Notices required or desired to be given to an Owner may be delivered either to the Owner, or any Co-Owner or the Member having the privilege of voting with respect to the Unit of such Owner, and delivery

by mail at the last known address of such person, by personal delivery, or by posting on the door or insertion in mailbox of such Owner shall be sufficient service thereof.

8.10 Covenants to Run with Land. Each grantee of a Lot or Unit, by the acceptance of a deed of conveyance, and each purchaser under any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or served by this Declaration, and all rights, benefits and privileges of each character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

8.11 Non-Waiver of Covenant. No covenants, restrictions, conditions, obligations and provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.12 Amendments to Declaration. This Declaration 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 sixty-seven percent (67%) of the Owners and their eligible mortgagees. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Lake County, Indiana. Notwithstanding the foregoing and any other provisions of this Declaration, no amendment shall become effective until approved by the Hobart Plan Commission.

8.13 Right of Action. The Association, and any aggrieved Owner, shall have a right of action against any Owner who fails to comply with the provisions of this Declaration, or the rules and regulations promulgated by the Association. Owners shall have a similar right of action against the Association for its failure to comply with the provisions of the above-referenced documents.

A. Grievance Resolution. (Sec 1) This chapter does not apply to an exempt claim unless the parties agree that this chapter is applicable to the exempt claim. (Sec 2) A claim is any of the following. (1) A claim arising out of, or relating to, the interpretation, application, or enforcement of the governing documents. (2) A claim relating to the rights or duties of the homeowners association or the board under the governing documents. (3) A claim relating to the maintenance of the subdivision. (4) Any other claim, grievance, or dispute among the parties involving the subdivision or the homeowners association. (b) The term does not include an exempt claim. (Sec 4) "Exempt claim" refers to any of the following claims or action: (1) A claim by the homeowners association for assessments or dues and any action by the association to collect assessments or

dues. (2) An action by a party to obtain a temporary restraining order or equivalent emergency equitable relief: (a) to maintain the status quo and preserve the party's ability to enforce the governing documents; or (b) when an emergency condition exists that jeopardizes the health or safety of any of the residents within the association community governed by the homeowners association. (3) A suit to which an applicable statute of limitations would expire within the notice period. This subdivision does not apply if a party against which the claim is made agrees to toll the statute of limitations as to the claim for the period reasonably necessary to comply with this chapter. (4) A dispute that is subject to mediation, arbitration, or other alternate dispute resolution under applicable law, contract, warranty agreement, or other instrument. (5) A claim that is substantively identical to a claim: (A) that was previously addressed by the parties; or (B) which was resolved by a judicial determination in favor of one (1) of the parties. (Sec 5) As used in this chapter, "legal proceedings" refers to either of the following: (1) An action maintained in a court. (2) An administrative proceeding initiated under an applicable law. (Sec 6) As used in this chapter, "party" refers to any of the following (1) The homeowners association. (2) A member of the homeowners association. (3) The board. (Sec 7) As used in this chapter, "respondent" refers to the party against whom a claimant has a claim. (Sec 8) The governing documents must include grievance resolution procedures that apply to all members of the homeowners association and the board.

(Sec 9) A claimant may not initiate a legal proceeding seeking redress or resolution of a claim until the claimant has complied with the procedures described in this chapter. (Sec 10) A claimant must provide notice of the claim to the respondent, stating plainly and concisely the following information: (1) The nature of the claim, including the date, time, location, persons involved, and the respondent's role in the claim. (2) The basis of the claim, including the provision of the governing documents or other authority out of which the claim arises. (3) What the claimant wants the respondent to do or not to do to resolve the claim. (4) That the respondent has a right to meet with the claimant, if the respondent makes a written request for a meeting. (5) The name and address of the person from whom the respondent must request a meeting under subdivision (4). (Sec 11) (a) If a respondent has requested a meeting under section (10) of this chapter not later than ten (10) business days after the date of the notice of the claim given under section 10 of this chapter. (b) The claimant and the respondent shall meet in person to resolve the claim by good faith negotiation, at the time and place agreed to by the claimant and the respondent. (c) During the meeting, the parties must have full access to the property that is the subject of the claim to inspect the property, if appropriate or necessary. If the respondent agrees to take corrective action, the claimant must provide the respondent and the respondent's agents with full access to the property to take and complete corrective action. (Sec 12)(a) The parties are considered to be at an impasse if: (1) the respondent does not

request a meeting under section 10 of this chapter. (2) either party fails to attend a meeting agreed upon under section 11 of this chapter. (3) the parties are unable to settle the claim at a meeting held under section 11 of this chapter. (b) Either party may, not later than ten (10) days after an impasse is reached, request in writing that the other party submit the claim to mediation or binding arbitration. (c) The party making the request under subsection (b) is responsible for the costs of a mediator or arbitrator. (Sec 13) If an impasse is reached and: (1) neither party requests mediation or arbitration; or (2) mediation or arbitration does not result in a settlement of the claim; the claimant may begin legal proceedings. (Sec 14) (a) This section applies if a claim is settled through negotiation, mediation, or arbitration, (b) The settlement of the claim must be documented in a written agreement signed by each of the parties. (c) If a party fails to abide by the settlement agreement signed under subsection (b), the other party may begin legal proceedings without again complying with this chapter. (d) If a party who begins legal proceedings under subsection (c) prevails in those legal proceedings, the party is entitled to recover from the other party: (1) court costs; (2) attorney's fees; and (3) all other reasonable costs incurred in enforcing the settlement agreement. (Sec 15) A release or discharge of a respondent from liability to the claimant with respect to the claim does not release or discharge the respondent with respect to any other person who is not a party to the claim. (Sec 16) The board, on behalf of the homeowners association, and without the consent of the

members of the homeowners associations, may do any of the following: (1) Negotiate settlements of claims or legal proceedings under this chapter. (2) Execute settlement agreements, waivers, releases of claims, or any other document resulting from application of this chapter. (Sec 17) Except as otherwise provided in this chapter, each party shall bear its own costs for application of this chapter, including attorney's fees.

The City of Hobart is hereby declared to be a third party beneficiary of the terms and provisions of this Declaration, and shall have the right to enforce the provisions of this Declaration by specific performance, injunction, breach of contract, and/or by any other means available at law or in equity, and the Owners, on behalf of themselves and their successors and assigns do hereby waive any and all defenses to such assignment and enforcement rights.

8.14 Perpetuities and Restraints on Alienation.

A. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provisions, (ii) the rule restricting restraints or alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the date of the now living lawful descendants of the Governor and the United States Senators from the State of Indiana serving on the date of recordation hereof.

B. The Association may not restrict an Owner's right to sell, transfer, or convey his Unit. Notwithstanding the above, however, any lease or rental agreement must be in writing and subject to the Declaration, By-Laws and rules and regulations of the Association. In addition, no Unit may be lease or rented for a period of less than thirty (30) days. A copy of the lease or rental agreement must be provided to the homeowners association. The Owner must inspect the unit every six (6) months on the outside to assure the unit is being maintained in accordance with the association's governing documents. The signed inspection form must be returned to the association within 10 days of the inspection.

8.15 **Ownership by Trust.** In the event title to any Lot or Unit is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot or Unit; and such beneficiaries shall be entitled to exercise all of the rights and powers of the Owner as fully as if such beneficiary were the Owner of record. No liability shall be asserted against any such title holding trustee personally for the payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust

property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Lot or Unit, notwithstanding any charges in the beneficial interest of any such trust or transfers of title to such Lot or Unit.

8.16 Indemnity to Board Members. The members of the Board and the officers thereof or of the Association, or any beneficiary or other person exercising the powers of the Board or Association pursuant to Section V hereof, shall not be liable to any Owner for any mistake of judgment, or any acts or omissions made in good faith as such member or officers. The Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of Owners or of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Owners or the Association. The liability of any Owner arising out of the aforesaid indemnity shall be limited to a Proportionate Share of the total liability thereunder.

8.17 Severability. Should any part, term, or provision of this Declaration be declared or decided by any Court to be illegal, or in conflict with the law of this state or jurisdiction wherein this Declaration is to be performed, the validity of the remaining portions, terms, or provisions, shall not be affected thereby and said illegal part, term or provision shall be deemed not to be a part of this Declaration.

8.18 Condemnation, Destruction or Termination.

A. Damage or Destruction and Restoration of Units and Common Areas. In the event of fire or other casualty or disaster loss resulting in damage or destruction of a Unit, the Unit shall be reconstructed by the Owner. Reconstruction of the Unit, as used in this Section, means restoring the Unit to substantially the same condition which existed prior to the fire or other disaster, with each Unit having the same vertical and horizontal boundaries as before.

In the event of fire or other casualty or disaster loss resulting in damage or destruction of the Common Areas, the Common Areas shall be reconstructed by the Association. Reconstruction of the Common Areas, as used in this Section, means restoring the Common Areas to substantially the same condition in which it existed prior to the fire or other disaster, with the Common Areas having the same vertical and horizontal boundaries as before.

B. Condemnation. In the event that any portion or all of the Common Areas is condemned, the proceeds shall be divided among the Owners in the same percentage as each Owner holds an interest in the Common Areas condemned and the property condemned shall be considered removed from the Declaration. The distribution of proceeds shall be subject to the interest of all mortgage lien holders. The Association shall act on behalf

of all Owners with regard to the negotiation and/or defense of any condemnation proceedings affecting the Common Areas.

C. **Termination.** The Owners by unanimous vote may remove the Property from the provisions of the Declaration by an instrument to that effect duly recorded provided that the holders of any and all liens affecting any of the Lots or Units agree and/or consent thereto and their liens shall be transferred to the percentage of the interest of the Owner in the Property. Upon removal of the Property from the provisions of the Declaration, the Common Area shall be deemed to be owned in common by all of the Owners according to their respective percentage ownership interests.

8.19 **Effect of Declaration.** This Amended and Restated Declaration shall supersede and replace the Declaration of Covenants, Conditions and Restrictions for Barrington Cottage Homes Section of Barrington Ridge, Unit 15,16, and 17, City of Hobart, Lake County, Indiana recorded as Document No. 2008027788 in the Office of the Recorder of Lake County, Indiana, on the 17th day of April, 2008, and all subsequent Amendments thereto. This Amended and Restated Declaration shall be deemed effective as of the date of its recording in the Office of the Recorder of Lake County, Indiana.

BARRINGTON COTTAGE HOME
PROPERTY OWNERS ASSOCIATION,
INC.

By: James L. Maness PRESIDENT

ATTEST:

JAMES L. MANESS

Elizabeth Evans Secretary

ELIZABETH EVANS

STATE OF INDIANA)
)SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES L. MANESS and ELIZABETH EVANS, as the President and Secretary, respectively, of BARRINGTON COTTAGE HOME PROPERTY OWNERS ASSOCIATION, INC., who acknowledged the execution of the above and foregoing instrument on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 9th day of MARCH, 2016.



Andrea L. Callahan
ANDREA L. CALLAHAN, Notary Public
A Resident of LAKE County

My Commission Expires:

2/27/2020

ARTICLE VII,

7.01 Use

R. Maintenance of Landscaping

- a) Landscape shrubbery, including trees, shall be neatly trimmed so as to be visually appealing, symmetrical and proportionate to the property. At no time shall shrubbery in front of windows be allowed to be taller than 1/3 window height. No shrubbery in the front of homes shall be allowed to be more than eave height. Failure to properly maintain landscaping will force the Board to have the work completed and assess all charges to the owner's account.

This section of the DECLARATION OF COVENANTS was amended and ratified in the June 13, 2018, Annual Meeting.