



BOARD OF ZONING APPEALS STAFF REPORT

To: Members of the Board of Zoning Appeals

From: Rachel Christenson, AICP, On-call Planner for the Town of Munster

Meeting Date: September 12, 2023

Agenda Item: BZA Docket No. 23-003

Application Type: **Developmental Standards Variance**

Hearing: **PRELIMINARY HEARING**

Summary: BZA 23-003 Saundarya and Srikanth Ravindran requesting approval of a variance from TABLE 26-6.405.A-2 to permit the construction of a garage addition which will increase the total number of garage spaces to five at 1621 Day Lily Lane.

Applicant: Saundarya and Srikanth Ravindran

Property Address: 1621 Day Lily Lane

Current Zoning: CD-3.R1 Neighborhood – 70' Lot One Family Residence District

Adjacent Zoning: North: CD-3.R1 (Neighborhood- 70' Lot SFR Character District)
South: CD-3.R1 (Neighborhood- 70' Lot SFR Character District)
East: CD-3.R1 (Neighborhood- 70' Lot SFR Character District)
West: CD-3.R1 (Neighborhood- 70' Lot SFR Character District)

Action Requested: Public hearing

Additional Actions Required: Findings of Fact

Staff Recommendation: **Move petition to a public hearing on October 10, 2023**

Attachments:

1. Photo from Google street view
2. Completed variance application with supporting documentation
3. Steel Building Specifications
4. Plat of survey prepared by Anthony D. Smierciak dated April 14, 202
5. Covenants submitted by petitioner



Figure 1 Subject property.

BACKGROUND

Saundarya and Srikanth Ravindran have submitted an application for a variance from TABLE 26-6.405.A-3 of the Munster zoning ordinance to allow the construction of a garage addition which will increase the total number of garage spaces to five at their residence at 1621 Day Lily Lane.

The subject property contains a three-car attached garage accessed via a driveway at the front of the property. The applicant proposes to construct an additional 2-car detached garage. An attached plat of survey includes a sketch that shows the location of the proposed garage addition. Attached plans show the design of the garage.

PROJECT HISTORY

This project commenced in August 2021 when the Town issued a permit for the construction of a carport on the subject property. The concrete pad was then poured and inspected. As construction of the structure was beginning, the Town's Chief Building Inspector determined that the structure was not a carport, but in fact a garage, per the definition of garage in the Town's zoning ordinance. After an in-person meeting between the applicants and Town staff failed to find a resolution that was code compliant and acceptable to the applicants, in March 2022 they initiated a lawsuit against the Town and its staff alleging the following:

1. Promissory Estoppel
2. Negligence
3. Unjust Enrichment
4. Misrepresentation
5. Deception
6. Intentional Infliction of Emotional Distress
7. Negligent Infliction of Emotional Distress
8. Violation of Munster Municipal Code and Munster Character-Based Code
9. Specific Performance

A mediation conference was held in October 24, 2022 and the parties agreed to the following:

10. The Ravindrans agreed to dismiss, without prejudice, the complaint against the Town and its employees.
11. The Ravindrans would file one or more petitions with the BZA, appealing the stop-work order by the Town and/or requesting for a variance for the structure they wish to build. The Town agreed that they will not object on the basis of timeliness to the petition(s) filed by the Ravindrans to the BZA.

The applicant has now filed an application for a developmental standards variance, described in this memo, and an application for an appeal of an administrative decision, which they asked to be placed on hold until a decision is made regarding the variance. The BZA heard the petition on May 9, 2023. The BZA requested the petitioner provide the HOA covenants and a photograph of the constructed garage. This information has been submitted by the petitioner and has been included in this staff report.

DISCUSSION

The applicant is proposing a total of 5 garage spaces on a property with a house that is 4,747 square feet. The Munster zoning code permits no more than a 3-car garage for a house that is less than 5,000 square feet.

TABLE 26-6.405.A-2

Garage Size –

For a residence with 5,000 sf. or more of living space excluding Basements: 4 car Garage max.

For a residence with less than 5,000 sf. Of living space excluding Basements: 3 car Garage max.

12. *Garages may be attached, detached, or a combination of both, however, the total capacity of said private Garage(s) shall be no more than the number of vehicles indicated above.*

1005 Ridge Road • Munster, IN 46321 • (219) 836-8810 • Police/Fire Emergencies 911

Police Non-Emergency (219) 836-6600 • Fire Non-Emergency (219) 836-6960

www.munster.org



Figure 2 Aerial photo of subject property, with existing concrete pad shown.

Table 26-6.405.A-2 of the Munster Zoning Ordinance limits the combined area of all Accessory Structures to the lesser of 30% of the rear yard or 900 square feet. The proposed garage is 650 square feet and would comply with the Lot Coverage standard.

VARIANCE STANDARDS

The variance process is established to provide relief to a property owner when, due to unique circumstances, compliance with the zoning code imposes a hardship or practical difficulty on a property owner. The BZA is under no obligation to grant a variance. It is the petitioner's responsibility to prove a hardship or practical difficulty. The BZA should ask the petition to address the criteria listed below.

1005 Ridge Road • Munster, IN 46321 • (219) 836-8810 • Police/Fire Emergencies 911

Police Non-Emergency (219) 836-6600 • Fire Non-Emergency (219) 836-6960

www.munster.org

Sec. 26-6.804.I of the Munster Zoning Code states that the basis for a variance is as follows:

g. General Standards.

A Variance may be granted only if the Decision-Making Authority has made the following determinations for such Variance:

- i. the practical difficulties or unnecessary hardships that would be incurred by strict application of the Use or Development standard, as applicable, are unique and not shared by all properties in the vicinity and are not self-imposed;
- ii. such Variance is the minimum Variance that will relieve such practical difficulties or unnecessary hardships, as applicable;
- iii. such Variance is in the spirit of the general purposes and intent of this Article as stated in Division 1; and
- iv. such Variance is so designed as to provide reasonable consideration to, among other things, the character of the neighborhood, District, or Civic Zone, the conservation of property values in the vicinity, and the guidance of Development in accordance with the Comprehensive Plan.

h. Specific to Development standards Variances:

A Variance from Development Standards may be approved or approved with conditions only if:

- i. it will not be injurious to the public health, safety, morals, and general welfare of the community;
- ii. the use and value of the area Adjacent to the property included in the Variance will not be affected in a substantially adverse manner; and
- iii. the strict application of the Development standards will result in practical difficulties in the use of the property.

The applicant has addressed the criteria for a development standards variance on pages 9a and 9b in the attached application. Staff notes that the applicant also has provided responses to the criteria for a conditional use permit and a use variance. While these may provide more information for the BZA's review, they are not to be used as the basis for approval or denial of the variance request.

RECOMMENDATION

The Board of Zoning Appeals may wish to consider the following motion:

Motion to move BZA Docket No. 23-003 to a public hearing on October 10th, 2023.

1621 Day Lily Lane, Munster, IN



1624 Day Lily Ln

Munster, Indiana

Google Street View

May 2023

[See more dates](#)



Google



Petition BZA 23.003Date: 3/6/23Application Fee: \$ 450.00 (pd)

Sign Fee: \$ _____

Town of Munster Board of Zoning Appeals Petition Application**OWNER INFORMATION:**Name of Owner Srikanth and Savandarya Ravindran Phone Number 219-313-4741Street address, City, ST, ZIP Code 1621 Day Lily Lane, Munster, IN, 46321 Email address Savandarya.ravi@gmail.com**APPLICANT OR PETITIONER INFORMATION (if different than above):**

Name of Applicant/Petitioner _____ Phone Number _____

Street address, City, ST, ZIP Code _____ Email address _____

PROPERTY INFORMATION:

Business or Development Name (if applicable) _____

Address of Property or Legal Description 1621 Day Lily Lane, Munster, IN, 46321 Current Zoning Residential**APPLICATION INFORMATION:**

Please select what this Application is for:

☒ Variance If yes, select one of the following: ☒ Use ☒ Developmental Standards☐ Conditional Use☐ Administrative Appeal

Brief Description of Project and List of Variances or Conditional Uses Being Requested (if applicable):

Construct accessory structure at 1621 Day Lily Lane, Munster, IN 46321. Structure to be used for storage including motor vehicles and general miscellany.Name of Registered Engineer, Architect or Land Surveyor Hardesty Surveying P.C.Phone Number 219-322-6212Street address, City, ST, ZIP Code 910 Richard Road #A

Email address _____

P.O. BOX 126Dyer, IN 46311

MAR 07 2023

MUNSTER BUILDING
DEPARTMENT

(4)



Petition BZA _____

Town of Munster Board of Zoning Appeals Application Signature Page

I hereby authorize Randall Parr to act on my behalf as my agent in this petition and to furnish, upon request, supplemental information in support of this petition application.

[Signature] 2/23/2023
Signature of Owner Date

[Signature] 2/23/2023
Signature of Applicant Date

Randall Parr
317-632-9322
LawyerProf8118@gmail.com

REQUIRED ATTACHMENTS

Required Attachments for Board of Zoning Appeals Applications

To ensure that adequate information is provided to the BZA, please check off each of these items and provide documentation to the Community Development Department at the time of submittal of the application.

ALL APPLICATIONS	Included	N/A
Narrative statement describing project	X	
Property owner consent (Signature page)	X	
Proof of Ownership (e.g. copy of tax bill)	X	
Plat of Survey depicting current conditions	X	
Site Plan containing the following:		X*
Boundary identification		
Fire hydrant locations		
Accessory structures		
Parking lot design		
Utility location		
Building footprints		
Proposed curb cuts		
Drainage/detention plans		
Traffic circulation		
Ingress/egress locations		
Major topographic information		
Infrastructure improvements		
Conditions of Approval Form (Note: complete the form specific to your petition)*	X	
Any other information that the BZA may find useful in determining whether the application is merited.		

* Unique conditions have been established for special use permits for public garages, gas filling stations, used car lots, garden centers, massage parlors, adult bookstores, tattoo parlors, adult cabarets, and outdoor dining areas. Community Development staff will advise potential applicants of these at the pre-application meeting.

NOTE: If you checked any exhibits "N/A", please explain:

* See GeoTechnologies Inc aerial picture of site. No public structures, utilities, or impact on any existing fire hydrants, parking lots, curb cuts, drainage/detention, traffic, ingress/egress locations, topographic features, or infrastructure are impacted or contemplated.

CONDITIONAL USE CONDITIONS OF APPROVAL (PAGE 1 of 2)

The Munster Board of Zoning Appeals is authorized to hear petitions for conditional uses and to forward the petition to the Munster Town Council with a recommendation to approve, a recommendation to deny, or no recommendation. The Board of Zoning Appeals may also recommend reasonable conditions and restrictions. Sec. 26-6.405.L.4 of the Munster Zoning Code states that no conditional use shall be granted by the Munster Town Council unless the special use meets the conditions listed below.

Please explain how the proposed use meets these conditions.

1. It will be harmonious with and in accordance with the general and specific intent, purposes and objectives of Section 26-6.105, that is, it promotes and is necessary to the health, safety, general welfare, comfort, and convenience of the Town and its residents, and the Town's Comprehensive Plan.

see Attached Supplement that applies to Paragraphs one through eight (pages 7-8) of the Conditional Use Conditions of Approval.

2. It will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the same area.

3. It will not be hazardous or disturbing to existing neighboring uses.

4. It will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

DEVELOPMENTAL VARIANCE CONDITIONS OF APPROVAL

The Munster Board of Zoning Appeals is authorized to hear petitions for developmental standards variances and to approve or deny. The Board of Zoning Appeals may also impose reasonable conditions and restrictions. Indiana Code 36-7-4-918.5 lists the legal criteria for a developmental standards variance:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community. Explain why this statement is true in this case:

See attached Supplement to page 9 of
Ravindran's Developmental Standards Variance
Petition.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. Explain why this statement is true in this case:

3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Explain why this statement is true in this case:

Attach additional pages if necessary

Supplement to page 9 of Ravindran's Developmental Standards Variance Petition

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community. Explain why this statement is true.

The proposed use is passive and does not involve manufacturing, production, increased levels of noise or light, emit smoke or residue into the air, have workers coming and going throughout the day, promote increased activity on this residential property; creates no unsafe conditions, in fact probably helps to discourage illegal activity; the quality of life of any neighbor is not decreased in any manner; and the community at large will note no difference in the use of Ravindran's property from before the structure. Sight lines and open spaces will be no different from plans previously submitted to and approved by Community Development. The dimensions of the structure are already known to Community Development from previous plans submitted and approved and do not violate setback requirements.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. Explain why this statement is true in this case.

This property is currently zoned residential. No activity or use proposed by Petitioners alters that use to another use. Normal and customary residential uses will remain in effect. The proposed structure will not modify Petitioners' prior uses of their real property; indeed, the proposed structure will provide containment for personal property so that neighbors will not be required to view Petitioners' personal property positioned openly upon the property. The value of Petitioners' real property with improvements will likely increase with this structure, thereby raising the value of real estate in the residential area adjacent to Petitioners' real property. No adverse result occurs upon construction and use of the proposed structure to be used for miscellaneous storage including storage of motor vehicles. This structure will not be used for any type of business activity,

3. The strict application of the terms of the zoning ordinance will result in practical difficulties in the use of the property. Explain why this statement is true in this case.

The plans and application for a building permit for this structure were clear and unambiguous. Community Development approved the issuance of a building permit. Community Development did not recognize any potential discrepancies between the submitted plans and issuance of the permit that Community Development referred to the Town Council, nor did Community Development contact Petitioners for further information prior to Petitioners expending large sums of money commencing construction. Community Development simply

did not adequately read the information provided by Petitioners before issuing the permit. Had Community Development performed this basic function of responsibility the construction would have been delayed and Petitioners would not have incurred substantial expense based on their reliance of Community Development's proper and basic performance of duties. Community Development cannot now simply withdraw their granted authority to build the described structure after giving Petitioners every indication that the proposed structure could be built as described. Specifically Petitioners have expended thousands of dollars in reliance upon Community Development's granted authority to build. Petitioners have already poured an approved concrete foundation on their property. Community Development and the Town of Munster must grant this variance in order to atone for their negligence. Nothing in Petitioners' neighborhood will be adversely affected, and indeed the granting of this variance will likely improve the overall responsible use of real property consistent with expectations and aesthetic appeal expected by the residents of Munster.

USE VARIANCE CONDITIONS OF APPROVAL (PAGE 1 OF 2)

The Munster Board of Zoning Appeals is authorized to hear petitions for use variances and to forward the petition to the Munster Town Council with a recommendation to approve, a recommendation to deny, or no recommendation. The Board of Zoning Appeals may also recommend reasonable conditions and restrictions. Indiana Code 36-7-4-918.4 lists the legal criteria for a use variance:

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community. Explain why this statement is true in this case:

See attached Supplement to pages 10 and 11 of Ravindran Use Variance Petition. Supplement applies to Paragraphs 1-5 of pages 10 and 11.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. Explain why this statement is true in this case:

3. The need for the variance arises from some condition peculiar to the property involved. Explain why this statement is true in this case:

USE VARIANCE CONDITIONS OF APPROVAL (PAGE 2 OF 2)

4. The strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought. Explain why this statement is true in this case:

5. The approval does not interfere substantially with the adopted comprehensive plan. Explain why this statement is true in this case:

Attach additional pages if necessary

Town of Munster

Notice to Owners of Affected Property
BOARD OF ZONING APPEALS PETITION NO. _____

SRIKANTH RAVINDRAN

Name of Petitioner

1621 DAY LILY LN, MUNSTER IN 46321

Address

Notice is hereby given that at the regularly scheduled meeting of _____, 20____,
at 6:45 p.m., at the Munster Town Hall, 1005 Ridge Road, Munster, Indiana, the Board of Zoning Appeals
will conduct a public hearing on the following petition:

Anyone interested in the petition may appear in person or by agent. Written objections, filed with the
Board of Zoning Appeals Secretary before the hearing, will be considered. The hearing may be continued
from time to time as may be found necessary. All information concerning the petition is on file in the
Community Development Office, 1005 Ridge Road, Munster, Indiana, 46321, for public examination.



Signature of Petitioner

2/23/2023

Date

Supplement to pages 7 and 8 of Ravindran Variance Petition

CONDITIONAL USE CONDITIONS OF APPROVAL (PAGE 1 of 2)

The Munster Board of Zoning Appeals is authorized to hear petitions for conditional uses and to forward the petition to the Munster Town Council with a recommendation to approve, a recommendation to deny,

or no recommendation. The Board of Zoning Appeals may also recommend reasonable conditions and restrictions. Sec. 26-6.405.L.4 of the Munster Zoning Code states that no conditional use shall be granted

by the Munster Town Council unless the special use meets the conditions listed below.

Please explain how the proposed use meets these conditions.

1. It will be harmonious with and in accordance with the general and specific intent, purposes, and objectives of Section 26-6.105, that is, it promotes and is necessary to the health, safety, general welfare, comfort, and convenience of the Town and its residents, and the Town's Comprehensive Plan.

There is no interference with any other property, and it has been done in accordance with calling JULIE to ensure that gas and water lines are out of the way. Moreover, we have rerouted our sprinkler system since the proposed area had some grass.

2. It will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the same area.

The structure has been customized to follow the aesthetics of our dwelling. The intent is to have it blend into the surrounding, rather than just have a shed put up. The customization cost extra, and this was all done and paid for after a permit was approved from the town of Munster.

3. It will not be hazardous or disturbing to existing neighboring uses.

The structure going up on our property has no function that would produce any hazardous consequence. There is no interference to the neighbors behind nor next door, as we have ensured that the structure is solely on our property and planned in such a way that it does not interfere with their utilities or way of life. We live in a street away from the main road (White Oak Avenue) so in terms of obstructing any view or access to emergency/health/safety services, there should be no concern.

4. It will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services.

The structure is designed in accordance with safety standards. There is a service door and windows all around for egress in case of any emergency. There are no electricity, plumbing or gas lines going to this erection. The public will not be involved with any use or function of the structure.

5. It will not create excessive additional requirements at public expense for public facilities and services and will not be detrimental to the economic welfare of the community.

There is nothing being added to the building in terms of utilities. It is simply being erected for storage.

6. It will not involve uses, activities, processes, materials, equipment, or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

The structure is to be erected for purely personal reasons. It is for storage. With the increase in car and car part thefts over the last couple of years, we wanted to have a secure facility to keep our property.

7. It will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares.

This will not cause any interference to traffic or traffic patterns as it is far removed from the curb. It is on the north side of the driveway, furthest from the curb and the road.

8. It will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance

This has been erected on a portion of our property that had a basketball hoop and some bricks (from the brick patio). There is no damage to scenic or historic features.

Supplement to pages 10 and 11 of Ravindran Use Variance Petition

1. The approval will not be injurious to the public health, safety, morals, and general welfare of the community. Explain why this statement is true.

The proposed use is passive and does not involve manufacturing, production, increased levels of noise or light, emit smoke or residue into the air, have workers coming and going throughout the day, promote increased activity on this residential property; creates no unsafe conditions, in fact probably helps to discourage illegal activity; the quality of life of any neighbor is not decreased in any manner; and the community at large will note no difference in the use of Ravindran's property from before the structure. Sight lines and open spaces will be no different from plans previously submitted to and approved by Community Development. The dimensions of the structure are already known to Community Development from previous plans submitted and approved and do not violate setback requirements.

2. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner. Explain why this statement is true in this case.

This property is currently zoned residential. No activity or use proposed by Petitioners alters that use to another use. Normal and customary residential uses will remain in effect. The proposed structure will not modify Petitioners' prior uses of their real property; indeed, the proposed structure will provide containment for personal property so that neighbors will not be required to view Petitioners' personal property positioned openly upon the property. The value of Petitioners' real property with improvements will likely increase with this structure, thereby raising the value of real estate in the residential area adjacent to Petitioners' real property. No adverse result occurs upon construction and use of the proposed structure to be used for miscellaneous storage including storage of motor vehicles. This structure will not be used for any type of business activity,

3. The need for the variance arises from some condition peculiar to the property involved. Explain why this statement is true in this case.

The need for construction of this structure as proposed to Community Development creates a need for a variance inasmuch as the square footage of Petitioners' house is barely short of the required square footage technically required for construction of additional square footage that may be characterized as a garage. The concrete foundation already poured for the structure is a continuation of the existing driveway, is adjacent to the existing house, and is already being used for storage of personal property including motor vehicles yet provides no protection from the elements, both weather and criminal. The peculiar nature of this property lies in the fact that

the footprint for this proposed structure does not encroach in any manner with any use or enjoyment of property owned by Petitioners or any neighbors; indeed, the proposed structure is entirely consistent with current property uses by Petitioners and neighbors; and any difference in use between this proposed structure and some other category of accessory structure is limited to the possible use as additional garage space which is entirely supported by the size of Petitioners' real property lot and setbacks. Additionally, submitted plans for this proposed structure do not require installation of utilities or plumbing. There is no functional or aesthetic difference between this proposed structure and some other form of storage structure such as a carport, except that the proposed structure has greater aesthetic appeal than a structure that appears to be half a structure with exposed miscellaneous stored property items apparent to any viewer.

4. The strict application of the terms of the zoning ordinance will constitute an unnecessary hardship if applied to the property for which the variance is sought. Explain why this statement is true in this case.

The plans and application for a building permit for this structure were clear and unambiguous. Community Development approved the issuance of a building permit. Community Development did not recognize any potential discrepancies between the submitted plans and issuance of the permit that Community Development referred to the Town Council, nor did Community Development contact Petitioners for further information prior to Petitioners expending large sums of money commencing construction. Community Development simply did not adequately read the information provided by Petitioners before issuing the permit. Had Community Development performed this basic function of responsibility the construction would have been delayed and Petitioners would not have incurred substantial expense based on their reliance of Community Development's proper and basic performance of duties. Community Development cannot now simply withdraw their granted authority to build the described structure after giving Petitioners every indication that the proposed structure could be built as described. Specifically Petitioners have expended thousands of dollars in reliance upon Community Development's granted authority to build. Community Development and the Town of Munster must grant this variance in order to atone for their negligence. Nothing in Petitioners' neighborhood will be adversely affected, and indeed the granting of this variance will likely improve the overall responsible use of real property consistent with expectations and aesthetic appeal expected by the residents of Munster.

5. The approval does not interfere substantially with the adopted comprehensive plan. Explain why this is true.

Approval of this variance that permits Petitioners' structure to be used for storage, in part as a garage, alters nothing in the adopted comprehensive plan and therefore does not interfere substantially, if at all, with the adopted comprehensive plan. Petitioners' real property will still be used exclusively for residential purposes with no business, industrial, commercial purpose involved; no modification of any utilities or other municipal improvement/infrastructure

changes are involved; the view and sitelines of Petitioners' property from any perspective will be no different than if an accessory structure of a different household use would be constructed; property values will not diminish and may very well increase due to the appearance of a complete structure; the temptation for criminals to steal automotive parts will be reduced since the structure would be enclosed which is a benefit to the neighborhood and would help to maintain current insurance rates for the area; no residential electrical or plumbing installation would be involved at Petitioners' residence.

Hardesty Surveying P.C.

PLAT OF SURVEY

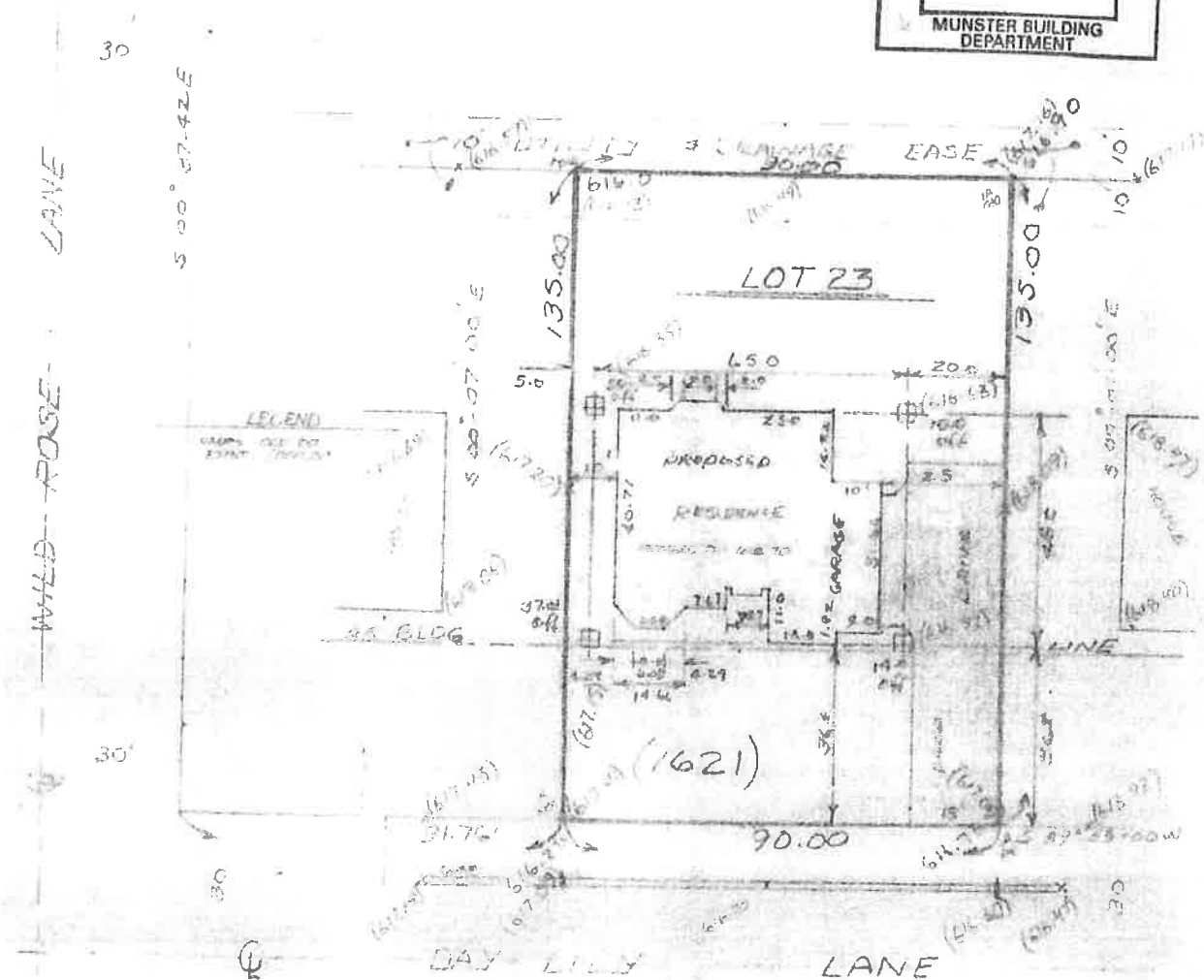
910 RICHARD ROAD, SUITE 'A'
P. O. BOX 126
DYER, INDIANA 46311

TELEPHONE: (219)322-6212

CLIENT: Rosmanitz

PROPERTY ADDRESS: 1621 Day Lilly Lane
Minster

Lot 23 in the Meadows of St. George, an addition to the Town of Minster, as per plat thereof, recorded in plat book 80, page 21, recorded in the Office of the Recorder of Lake County, Indiana.



FLOOD HAZARD ZONE: C
TITLE CO.: No title policy provided

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE IN ACCORDANCE WITH THE OFFICIAL RECORDS AND THAT THE PLAT APPEARING HEREIN IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY. ACCURACY OF ANY FLOOD HAZARD STATEMENT SHOWN ON THIS REPORT IS SUBJECT TO MAP SCALE UNCERTAINTY AND TO ANY OTHER UNCERTAINTY IN LOCATION OR ELEVATION ON THE REFERENCE FLOOD INSURANCE RATE MAP. CONTRACTOR, BUILDER OR OWNER SHOULD INSPECT AND COMPARE ANY DISCREPANCY BETWEEN PLATTER AND EXISTING MEASUREMENTS AND REPORT ANY DISCREPANCY TO THE SURVEYOR SO THAT CORRECTIONS CAN BE MADE BEFORE DAMAGE IS DONE.

RICHARD K. HARDESTY
INDIANA REGISTERED LAND SURVEYOR
NO. S0507

ALL DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF



SCALE: 1 INCH = 30 FEET
DATE: MAY 14, 1997
REVISED: 19
SURVEYORS JOB NO.: 77-0436
SURVEYORS FILE NO.: 17453
FIELD BOOK: PAGE:

19

Town of Munster
ONE- & TWO-FAMILY PERMIT APPLICATION ~ REMODEL, MINOR ADDITION, ACCESSORY STRUCTURE
Community Development ~ Building & Plan Review Division ~ 1005 Ridge Rd. ~ Munster, IN 46321 ~ PH. 219-836-6990 ~ FAX 836-6542
Email @ COMMUNITYDEVELOPMENT@MUNSTER.ORG

TYPE OR PRINT IN INK

PERMIT #: P21-0406

The undersigned certifies that the owner of record authorizes the proposed project and that the undersigned has been authorized by the owner to make this application as the authorized agent and agrees to conform to all applicable laws of this jurisdiction.

Applicant's Signature: X [Signature]

Date: 8/17/2021

Applicant's Name: SAUNDARYA RAVINDRAN

E-mail: saundarya.ravi@gmail.com
(will be used for official correspondence)

Project Address: 1621 DAY LILY LN, MUNSTER, IN 46321

Zoning District: _____

Owner's Name: SRIRANTH RAVINDRAN

Email: sri.ravi.86@gmail.com

Owner's Address: 1621 DAY LILY LN, MUNSTER

Cell #: (219) 313-4741

Office #: _____

General Contractor or Contractor (enter 'Self' as owner performing all work): SELF

Business Address: _____

Email: saundarya.ravi@gmail.com

Cell #: _____

Contact Name: _____

Cell #: _____

~ LIST SUBCONTRACTOR/SPECIALTY CONTRACTOR INFORMATION ON PAGE 2 ~

PROPOSED PROJECT

☐ Minor Addition ☐ Roof ☐ Doors/Windows ☐ Deck ☐ Fence ☒ Shed ☐ HVAC ☐ Flat Work
☐ Remodel/Alteration ☐ Garage ☐ Pool
☐ Interior / ☐ Exterior ☐ Attached / ☐ Detached ☐ On Ground / ☐ In Ground

Other: ☒ Proposed Project Description: PUTTING DOWN CONCRETE FOR ERECTING CARPORT, NORTH SIDE OF DRIVEWAY

TOTAL ESTIMATED PROJECT COST: \$ 20K 30K per to include carport

~ PLAT OF SURVEY / SITE PLAN ON WHICH PROPOSED PROJECT IS DRAWN TO SCALE MAY BE REQUIRED ~

FIRM INFORMATION

Flood Zone: _____

Base Flood Elevation: _____

Lowest Floor Elevation: _____

BUILDING & CODE ENFORCEMENT

PERMIT RELEASED

PERMIT DENIED

EXEMPT

Reviewer: [Signature]

Title: _____

Date: _____

Permit Fee: _____

PIF's Ex 4
Witness Collins
Date 8/25/22 KM

~ PLEASE SCHEDULE INSPECTIONS 48 HOURS IN ADVANCE ~

* Not to be used as a date

↑ Parcel (1)

Parcel: 45-07-32-154-009,000-027

Owner:

Ravindran, Srikanth D

Mailing Address:

1621 Daylily Ln Munster IN 46321

Site Address:

1621 DAY LILY LN MUNSTER IN 46321

Wildrose



Displaying 1 - 1 (Total: 1)

◀ ▶ Page 1 of 1 ▶ ▶▶

Parcel (1)

D80 EX 1

Treasurer - Lake County, Indiana

generated on 2/3/2023 2:10:04 PM CST

Tax Record

Last Update: 2/3/2023 2:10:04 PM CST

Property Number	Property Type	Taxing Unit	Tax Year
45-07-32-154-009.000-027	Real Property	Munster	2021 Pay 2022

Name / Address:

Srikanth D Ravindran
1621 Daylily LN
Munster IN 46321

Location: 1621 DAY LILY LN, MUNSTER IN 46321

Legal Description: MEADOWS OF ST GEORGE SUBDIVISION UNIT ONE LOT 23

Our records indicate that the property taxes were billed to a lender

SUMMARY OF YOUR TAXES

Assessed Value And Tax Summary

2021 Pay 2022

1a. Gross Assessed Value (AV) of homestead property (capped at 1%)	521,400
1b. Gross AV of residential property and farmland (capped at 2%)	0
1c. Gross AV of all other property, including personal property (capped at 3%)	0
2. Equals Total Gross Assessed Value of Property	521,400
2a. Minus Deductions	- 214,740
3. Equals Subtotal of Net Assessed Value of Property	306,660
3a. Multiplied by Your Local Tax Rate	3.1514
4. Equals Gross Tax Liability	9,664.08
4a. Minus Local Property Tax Credits	- 1,180.06
4b. Minus Savings Due to Property Tax Cap	- 1,397.86
4c. Minus Savings Due to 65 Years & Older Cap	- 0.00
5. Total Property Tax Liability	7,086.16

PROPERTY TAX CAP INFORMATION

Property Tax Cap	
(Equal to 1%, 2% or 3% of Line 2, Depending on Type of Property)	5,214.00
Upward adjustment due to voter-approved projects and charges (e.g., referendum).	1,872.16

Maximum Tax That May Be Imposed Under Cap

7,086.16

GROSS PROPERTY TAX DISTRIBUTION AMOUNTS

Taxing Authority	2021 Pay 2022
County	2,014.15
Township	248.09
School District	4,041.16
City	2,212.24
Library	268.63
Tax Increment	0.00
Special District	879.81
Total	9,664.08

OTHER APPLICABLE CHARGES**APPLICABLE DEDUCTIONS**

Levying Authority	2021 Pay 2022	Type of Deduction	2021 Pay 2022
Little Cal River Basin	45.00	Blind/Disabled	0
		Geothermal	0
		Homestead/Standard	45,000
		Mortgage	3,000
		Over 65	0
		Veterans	0
		Abatement	0
		Enterprise Zone	0
		Investment	0
		Supplemental Standard	166,740
		Other	0
TOTAL OTHER CHARGES	45.00	TOTAL DEDUCTIONS	214,740

FIRST INSTALLMENT (SPRING)**SECOND INSTALLMENT (FALL)**

Delinquent After Tuesday, May 10, 2022		Delinquent After Thursday, November 10, 2022	
Current Property Tax	3,543.08	Current Property Tax	3,543.08
Other Charges	45.00	Other Charges	0.00
Delinquent Tax	0.00	Delinquent Tax	0.00
Delinquent Penalty	0.00	Delinquent Penalty	0.00
LESS PREPAYMENTS	-3,588.08	LESS PREPAYMENTS	-3,543.08
Amount Due for SPRING	0.00	Amount Due for FALL	0.00

If there are no prior delinquencies, a five percent (5%) penalty will be added if the installment of the tax bill is paid within thirty (30) calendar days after the due date. A ten percent (10%) penalty will be

added if an installment of the tax bill is not paid within thirty (30) calendar days after the due date or there are prior delinquencies.

PREVIOUS YEAR TAX INFORMATION FOR 2020 PAY 2021 (*As of Nov 10, 2021)

TAX DETAILS

Gross Assessed Value of Land	77,300
Gross Assessed Value of Improvements	423,000
Total Deduction Amount	207,355
Tax Rate	3.1577
Gross Tax Liability	9,250.32
Minus Total Credit Amount (State, Local and Circuit Breaker)	2,437.52
Net Tax	6,812.80

FIRST INSTALLMENT (SPRING)

SECOND INSTALLMENT (FALL)

Property Tax Amount	3,406.40	Property Tax Amount	3,406.40
Other Charges	45.00	Other Charges	0.00
Delinquent Tax	0.00	Delinquent Tax	0.00
Delinquent Penalty	0.00	Delinquent Penalty	0.00
Amount Paid	3,451.40	Amount Paid	3,406.40
Balance Due At Year End*	0.00	Balance Due At Year End*	0.00

White O

3:06

STAR WARS

5G

55%

White Oak Ave

White Oak Ave

White Oak Ave

k AveGoogle

Yoga & Breathing

Timberwood Ln

Timberwood Ln

Wild Rose Ln

Wild Rose Ln

Day Lily Ln

Home

hangzmore

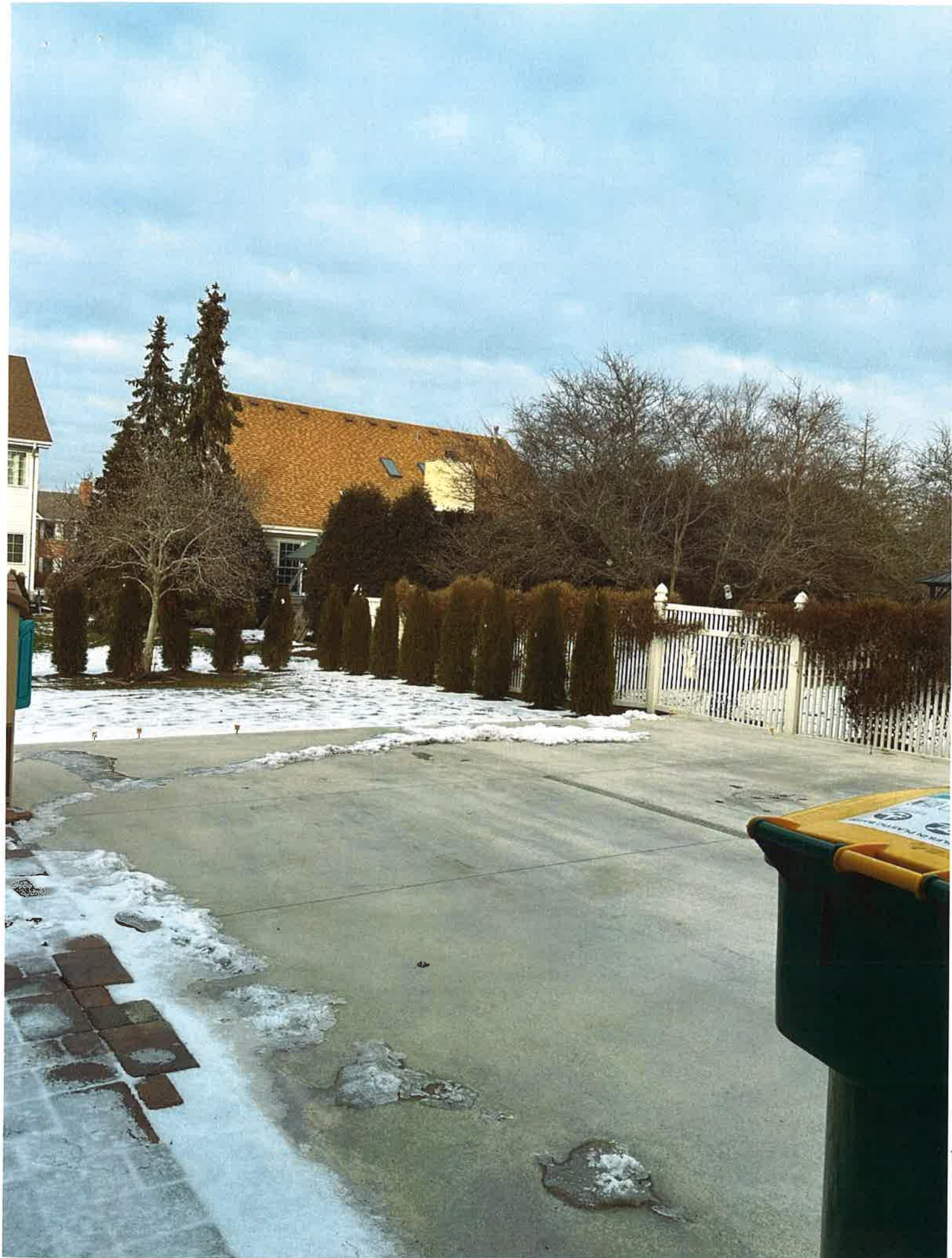
Thistle Ln















2505 N Highway 360 Ste 110 Grand Prairie, TX 75050
 13479 S Mason Dr. Grant, MI 49327
 1401 N High St. Fort Atkinson, WI 53538
 877.235.5210 phone • 616.236.5200 text
processing@midweststeelcarports.com

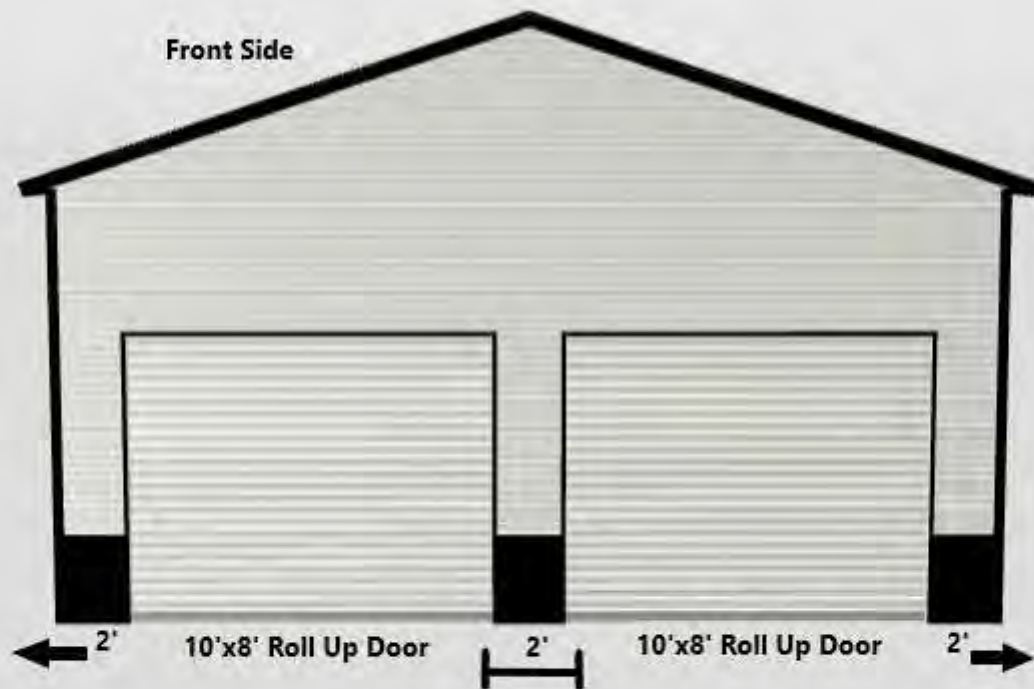
Purchase Order / Invoice

Order No: _____
 Dealer Name: Ernesto G.
 Date: 7-30-21

Buyer's Name: Srikanth Ravindran Email: Sriravi86@gmail.com
 Buyer's Address: 1621 Day Lily Ln City: Munster State: IN Zip: 46321
 Ph: 630-863-8575 Texting Cell: 219-313-4741 Secondary County/ Township: Lake county
 Unit Location (if different above) _____

Engineer plans required?			Will you need a permit?		Electricity on site?		Site ready and level?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Custom	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Gauge	Width	Frame Length	Roof Length	Price	Snowload (lbs/sq. ft.):				
<input checked="" type="checkbox"/> 14 Ga.	26'	25'	26'	\$ 3,765.00	<input checked="" type="checkbox"/> 30	<input type="checkbox"/> 40	<input type="checkbox"/> 50	<input type="checkbox"/> 60 <input type="checkbox"/> 70 <input type="checkbox"/> 80	
<input type="checkbox"/> 12 Ga.	Leg Height	Size: 12'		\$ 602.00	Colors				
Qty	Roof Style	<input type="checkbox"/> Regular	<input type="checkbox"/> AF Horizontal	<input checked="" type="checkbox"/> AF Vertical	\$ 1,157.00	Roof	Black	Walls Arctic White	
2	Close Sides	<input type="checkbox"/> Add Vertical	<input type="checkbox"/> Partial: _____		\$ 1,310.00	Trim	Black	2-Tone Black	
2	Close Ends	<input type="checkbox"/> Add Vertical	<input type="checkbox"/> Partial: _____		\$ 4,698.00	Additional Notes:			
-	Gable	<input type="checkbox"/> Add Vertical	<input type="checkbox"/> Ext. Gable			Price			
3	Roll-Up Door	Size: 10'x8'		\$ 2,337.00					
-	Color Upgrade (Std White):	<input checked="" type="checkbox"/> Header Seal							
-	Overhead Door	Model & Size: _____							
-	Color: _____	<input type="checkbox"/> Windows	<input type="checkbox"/> Insulated						
-	Frameout / Header:	Size: _____							
-	Frameout / Header:	Size: _____			Add Ons:				
-	Walk-In Door 36x80 MHD (Swing Left Out)	<input type="checkbox"/> Solid <input type="checkbox"/> 9-Lite			<input type="checkbox"/> Site Leveling				
1	36x80 Steel Door (Swing-In) Color: <u>White</u>	<input checked="" type="checkbox"/> Solid <input type="checkbox"/> 9-Lite		\$ 1,121.00	<input type="checkbox"/> Build Over Fee				
2	Window	<input checked="" type="checkbox"/> 30x30 Std.	<input type="checkbox"/> 36"x36" Vinyl Horz. Slide	<input type="checkbox"/> w/ Grids	\$ 826.00	<input type="checkbox"/> Cut Legs on Site			
31	Anchors	<input type="checkbox"/> Mobile Home	<input type="checkbox"/> Asphalt	<input checked="" type="checkbox"/> Concrete	\$ 372.00	<input type="checkbox"/> Other: _____			
1	Wind Certified	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Rebar Only)			Financing: Company: _____				
-	Radiant Barrier (R-foil)	<input type="checkbox"/> Roof Only <input type="checkbox"/> Roof & Walls			ALL ORDERS COD Office				
-	Condenstop	<input type="checkbox"/> Roof Only <input type="checkbox"/> Roof & Walls			Subtotal \$ 16,778.00				
-	Overhang Upgrade	<input type="checkbox"/> 1' (max)			Processing Fee \$ 95.00				
-	26g Sheet Metal Upgrade	<input type="checkbox"/> Panel Loc <input type="checkbox"/> R-Loc (Commercial)			Add'l Fees (labor, etc.)				
-	Roof Pitch Upgrade	<input type="checkbox"/> 5/12			Install Over 12' Tall				
1	Colored Screws	<input checked="" type="checkbox"/> Upgrade			Tax <u>7</u> % \$ 1,181.11				
1	<input checked="" type="checkbox"/> Concrete Sealant	<input type="checkbox"/> Concrete Sealant Declined		\$ 590.00	Total \$ 18,054.11				
-	<input type="checkbox"/> Foam Enclosures				% Down Payment \$ 5,034.00				
-	Vents 12x12 (Std White)				Balance Due (COD) \$ 13,020.11				
-	Two-tone (Wainscot vertical only)	<input type="checkbox"/> Upgrade			Non-Refundable Fees Due Upfront				
					Custom Engineer Plans / /				
					Equipment Rental Fees / /				
					Freight / /				
					Installation				
	ACCESSORIES MAY EXPERIENCE DELAYS				Date: _____				
Purchase Agreement & Terms (See reverse side for terms and conditions)					Customer Signature: _____				
By signing this, customer agrees with all the above unit specifications and terms as stated above and on the reverse side of this document.					Installer Signature: _____				
Customer Signature: <u>Srikanth Ravindran</u>					Paying With: CC Check Finance Cash				
Dealer Signature: _____					Office Use Only - Payment Method				
Midwest Signature: _____					CC #: _____ Check #: _____ Finance _____ Cash _____				
					Received By: _____ Date: _____				

Front Side



26' W x 25' L x 12' H

Approximate center clearance: 16'3"

SR

Back Side

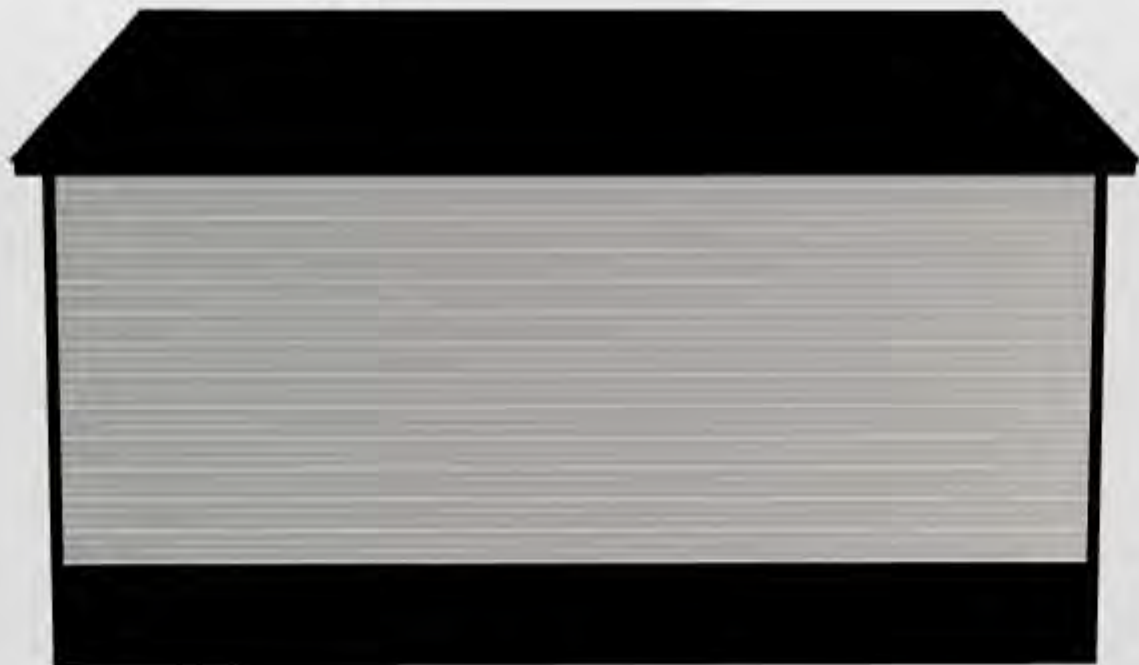


26' W x 25' L x 12' H

Approximate center clearance: 16'3"

SR

Right Side

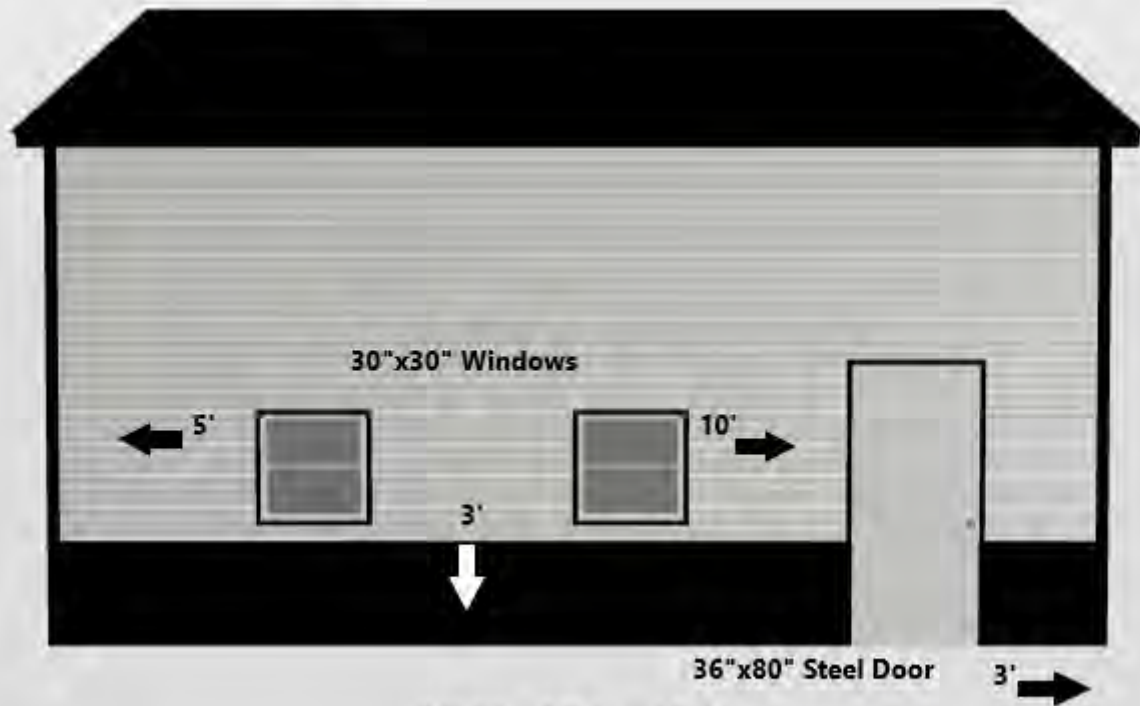


26' W x 25' L x 12' H

Approximate center clearance: 16'3"

SR

Left Side



26' W x 25' L x 12' H

Approximate center clearance: 16'3"

SR

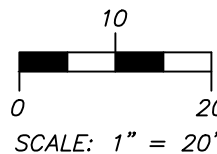
PROPERTY ADDRESS:
1621 DAY LILY LN
MUNSTER, IN 46321

PLAT OF SURVEY

of

PARCEL NUMBER:
45-07-32-154-009.000-027

LOT 23 MEADOWS OF ST. GEORGE SUBDIVISION, UNIT ONE, AN ADDITION TO THE TOWN OF MUNSTER AS SHOWN IN PLAT BOOK 80, PAGE 81, IN LAKE COUNTY INDIANA.

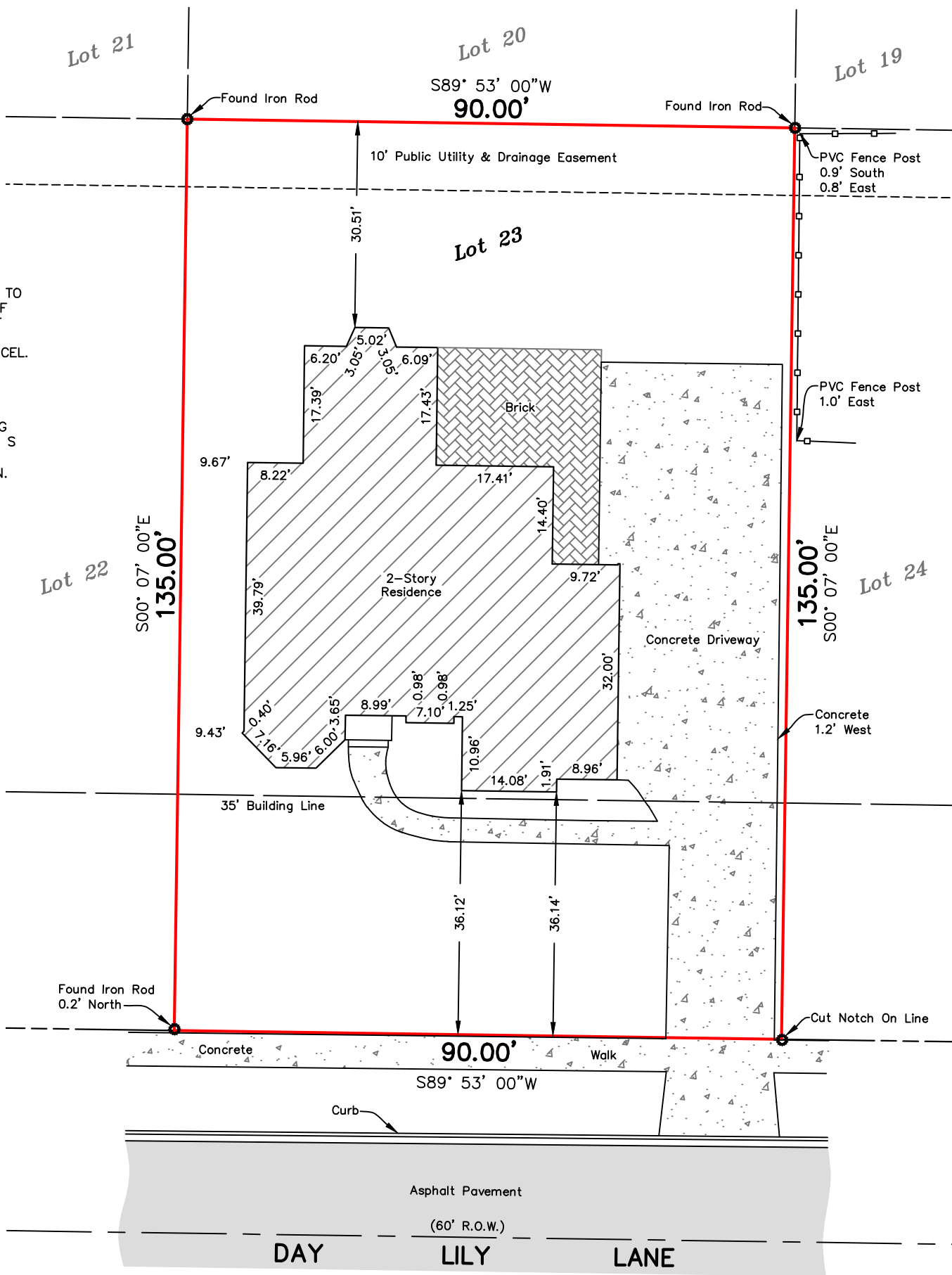


NOTES:

1. NO TITLE COMMITMENT OR ABSTRACT WAS PROVIDED TO THE SURVEYOR FOR THE USE OF THIS SURVEY. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH COULD AFFECT THIS PARCEL.

2. DIMENSIONS ARE NOT TO BE ASSUMED OR SCALED.

3. BASIS OF BEARINGS: HOLDING THE NORTH LINE OF LOT 23 AT S 89° 53' 00" W, AS PER THE RECORDED PLAT OF SUBDIVISION.



Surveyor's Report

Theory of Location:

This survey is a retracement survey of the subject parcel, and the location of the parcel lines are based on found monumentation in Meadows of St. George Subdivision, Unit One, an addition to the town of Munster as shown in Plat Book 80, Page 81.

The following documents were used in the course of this survey:

1. The recorded subdivision plat of Meadows of St. George Subdivision, Unit One, an addition to the town of Munster as shown in Plat Book 80, Page 81.

The following monuments were used for this survey:

Found monumentation from Meadows of St. George Subdivision fit well with recorded dimensions and were held for this survey. If nothing was found, new monuments were placed at the corners to represent the results of this survey.

Availability and Condition of Referenced Monuments:

Unless otherwise stated on the plat, found monuments were undisturbed, in good condition, of unknown origin, and at or near grade.

Occupation or Possession lines:

There were no occupation or possession lines observed during the course of this survey.

Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines:

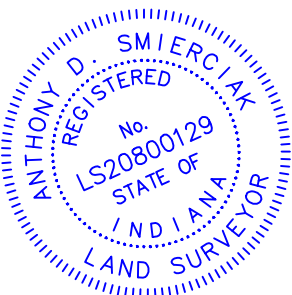
There was no issues seen with the subject or adjoiner parcels.

Relative Positional Accuracy:

The relative positional accuracy for this survey met the requirements of an "Suburban survey", per Title 865 IAC 1-12-7. The allowable relative accuracy, per the rule for this survey was within the allowable (0.13 Feet plus 100 parts per million).

Legend

- Property Line
- Right of Way
- Underlying or Adjacent Property Line
- Easement
- PVC Fence
- Set/Found Monumentation



I, ANTHONY D. SMIERCIAK, DO HEREBY CERTIFY THAT A LAND SURVEY HAS BEEN MADE UNDER MY SUPERVISION OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A REPRESENTATION OF SAID SURVEY. TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS SURVEY WAS EXECUTED ACCORDING TO THE SURVEY REQUIREMENTS AS STATED IN TITLE 865 IAC 1-12 (RULE 12). DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THE INFORMATION CONTAINED ON THIS PLAT IS DESIGNED FOR THE SOLE BENEFIT OF THE OWNER/CLIENT. WE ASSUME NO LIABILITY WHATSOEVER FOR THE UNAUTHORIZED USE OR REUSE OF THIS DOCUMENT.

DATE FIELDWORK COMPLETED: APRIL 11, 2023
DATE OF PLAT: APRIL 14, 2023

ANTHONY D. SMIERCIAK, INDIANA REGISTERED
LAND SURVEYOR NO. LS20800129

JOB NO: 23-139

ORDERED BY: SAUNDARYA RAVI

FIELD BOOK: 037 PAGE: 069

SMIERCIAK LAND SURVEYING

www.smierciaksurvey.com

116 E. Joliet Street

Schererville, IN. 46375

Phone: (219) 227-8733

Fax: (888) 214-4353



Gina Pimentel
Recorder of Deeds
Lake County Indiana
2293 North Main Street
Crown Point, IN 46307
219-755-3730

Certification Letter

State of Indiana)
County of Lake) SS

This is to certify that I, Gina Pimentel, Recorder of Deeds of Lake County, Indiana am the custodian of the records of this office, and that the foregoing is a full, true and complete copy of a

**DECLARATION OF COVENANTS ,CONDITIONS AND RESTRICTIONS FOR
THE MEADOWS OF ST. GEORGE**

as recorded as **96040051** **6/13/1996**

as this said document was present for the recordation when **Margarette Cleveland**
was Recorder at the time of filing of said document

Dated this **11T** day of **May** , **2023**



Deputy Recorder



Regina M. Pimentel, Recorder of Deeds
Lake County Indiana

Form # 0023 Revised 5/2002

50

RETURN TO:

CMS DEVELOPERS, INC
c/o Glenn R. Patterson, Esq.
Singleton, Crist, Patterson, & Austgen
Suite 200, 9245 Calumet Avenue
Munster, Indiana 46321



96040051

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS

FOR

THE MEADOWS OF ST. GEORGE

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
96 JUN 13 PM 1:36
MARSHETTE GAVINLAND
RECORDER

FILED

JUN 13 1996

SAM ORLICH
AUDITOR LAKE COUNTY

00574

10700
54
8

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE MEADOWS OF ST GEORGE**

This Declaration, made this day by Calumet National Bank under Trust Agreement date May 11, 1995 and known as Trust No. P-4191 (the "Declarant").

RECITALS, INTENT AND PURPOSES

WHEREAS, the Declarant holds title to certain property in the Town of Munster, Lake County, Indiana, which is more particularly described as follows:

Lots 1 through 11 both inclusive, Lots 13 through 30 both inclusive, Lots 40 through 52 both inclusive, and Lots 67 through 70 both inclusive in Meadows of St. George Subdivision Unit One, an addition to the Town of Munster, as shown in Plat Book 80, Page 81, in the Office of the Recorder of Lake County, Indiana.

SUBJECT TO TRUSTEE'S EXCITATION ATTACHED
HEREIN AND MADE A PART HEREOF

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN AND MADE A PART HEREOF

hereinafter the "Real Estate"; and

WHEREAS, Declarant desires to create on the Real Estate a residential community (herein the "Development"), which if carried to full and final completion will consist of single-family residential dwelling lots (herein the "Lots"). As part of the Development, various community facilities, such as cul-de-sac centers, berms, green belts, fencing, entrance areas and monument signs and median strips (herein the "Facilities") are or may be provided for the benefit and enjoyment of persons residing in the Development; and

WHEREAS, C.M.S Developers, Inc. (herein the "Developer") has been chosen by the Declarant as the developer of the Development and has accordingly delegated various and certain rights and responsibilities to the Developer hereunder; and

WHEREAS, the Facilities will require uniform and continuing care and maintenance for the primary benefit and enjoyment of the persons residing in the Development; and

WHEREAS, Declarant has formed The Meadows of St George Home Owners Association, an Indiana not-for-profit corporation (herein the "Association"), for the purpose of providing for the orderly and proper administration of the Development, the care and maintenance of the Facilities, for the preservation and enhancement of those portions of the Development which are improved by the Developer from time to time and to administer and enforce the covenants, conditions and restrictions of this Declaration and to collect and disburse assessments and charges hereinafter created; and

WHEREAS, the Declarant may from time to time declare or cause to be declared that certain additional real estate shall be subject to and encumbered by the terms and provisions of the Declaration.

NOW, THEREFORE, the Declarant hereby declares that the Real Estate shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Development. These covenants, conditions and restrictions shall run with the Real Estate as part of a general plan of the Development and shall be binding on all parties having or acquiring any right, title or interest in the Real Estate, any Lot or any part thereof, and shall inure to the benefit of each owner thereof.

SUBJECT TO TRUSTEE'S EXCUTATION ATTACHED
HEREIN AND MADE A PART HEREOF

I. USE AND CONSTRUCTION RESTRICTIONS.

A. USE OF LOTS. Lots shall be used only for the construction of a single-family dwelling herein "Dwelling(s)", to be occupied only by a single family. Storage sheds are not permitted on any Lot.

B. CONSTRUCTION APPROVAL PRIOR TO CONSTRUCTION AND CONSTRUCTION TIME LIMIT. All Dwellings shall be of new construction. No modular or other buildings substantially constructed off-site shall be moved onto any of the Lots. No Dwelling, and no other structure of any kind, character, or description shall be commenced, erected or maintained on any of the Real Estate until the plans and specifications have been submitted to and approved by the Architectural Control Committee as provided in Article III (herein the "ACC"). Each Dwelling shall be erected and completed to that extent necessary to obtain a certificate of occupancy from the Town of Munster within two hundred seventy (270) days from the date of issuance of the building permit for such dwelling. The aforesaid time limit shall not have been violated if a certificate of occupancy cannot be issued solely due to an act or omission within the control of the Declarant or the Developer.

C. FRONT AND REAR SET BACK. No Dwelling shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the subdivision plat and in no event shall a Dwelling be located on any Lot nearer than thirty-five feet (35') to the front lot line or nearer than twenty feet (20') to any side street line. Rear lot lines, if any, shall be as designated on the subdivision plat.

D. SIDE LOT LINES. The side lot lines from which Dwellings, driveways, or permitted accessory structures shall be located shall not be less than 20' on either side of building widths.

E. HEIGHT AND DENSITY. No Dwelling shall exceed three (3) stories in height. No Dwelling shall occupy more than thirty percent (30%) of area of the Lot.

F. MINIMUM FLOOR AREA. All Dwellings shall comply with the following:

1. All one-story Dwellings shall have a minimum first floor area of one thousand eight hundred (1,800) square feet above grade level, not including any part of that area or floor of such Dwelling which is below grade, in whole or in part.
2. All two-story Dwellings shall have a minimum total floor area of two thousand two hundred

- (2,200) square feet above grade level, not including any part of that area or floor of such Dwelling which is below grade, in whole or in part.
3. All bi-level and tri-level Dwellings shall have minimum combined first and upper floor areas of one thousand eight hundred (1,800) square feet above grade level, not including any part of that area or floor of such Dwelling which is below grade, in whole or in part.
 4. All quad-Level Dwellings shall have minimum combined first and upper floor areas of one thousand eight hundred (1,800) square feet above grade level, not including any part of that area or floor of such Dwelling which is below grade, in whole or in part.
 5. All one and one-half story Dwellings shall have minimum combined first and upper floor areas of one thousand eight hundred (1,800) square feet above grade level, not including any part of that area or floor of such Dwelling which is below grade, in whole or in part.

The foregoing minimum floor areas do not include porches, decks, breezeways, garages or basements, or those livable areas that are a part of a structure detached from the principal Dwelling.

G. **SIDEWALKS.** Each Lot owner shall be responsible for installing, at the Lot owner's expense, a sidewalk across the owner's Lot along each publicly dedicated street within the Development bordering such Lot thereby requiring a sidewalk along both sides of corner Lots which border publicly dedicated streets within the Development. The installation of such sidewalks shall be completed within three hundred sixty-five (365) days after the conveyance of title to the Lot to such owner, or at such earlier time as may be required by the Town of Munster. Lot owners on White Oak Avenue are also required to install a sidewalk along White Oak Avenue.

H. **MAILBOXES.** The Developer shall select and designate a standard mailbox and post for the Development, including the designation of design, size, appearance, color and quality of material, which shall be installed and paid for by each Lot owner. All repairs and replacements to any such mailbox shall be consistent in design, size, appearance, color and quality of material with the mailbox and post designated by the Developer. The location and placement of mailboxes and posts shall be as determined by the United States Postal Service, the Town of

Munster, or other federal, state or local agency having authority therefore, and to that end the owner and its successors and assignees, including each Lot owner, shall be granted and have an irrevocable license to install a mailbox upon any portion of the Real Estate so determined as appropriate.

I. **LANDSCAPING.** Each front yard and side yard shall be landscaped with sod grass. Only the back yards may be seeded. Provided, however, that in the event that the owner of a Lot has not commenced the construction of a Dwelling on that owner's Lot on prior to the one hundred eightieth (180) day after conveyance of title to the Lot to such owner, such owner shall clear, till and seed the Lot with a grass seed acceptable to the ACC, and shall actively tend and promote the growth and maturing of said grass, and thereafter shall keep the Lot mowed and trimmed in a manner acceptable to the Association, and otherwise as required by the ordinances of the Town of Munster.

Each Lot owner at a time not later than completion of construction of a Dwelling upon his Lot, shall be required to plant in the front or side yards, and shall be required at all times thereafter to maintain upon his Lot, a minimum of five (5) deciduous trees, and a minimum of fifteen (15) shrubs, meeting the following requirements:

1. All deciduous trees must be of a seedless variety (silver maples and box elders, for example, are not permitted).
2. Two (2) of the minimum required seedless deciduous trees shall be shade trees having a minimum trunk diameter of one and a half inches (1 1/2"), and a minimum height of seven feet (7').
3. Deciduous seedless shade trees, of a variety capable of being trimmed free of limbs a distance of seven feet (7') above grade level when mature, shall be used to meet and satisfy the Town of Munster Code requirement for the planting of trees on the parkway area (between curb and sidewalk) of each Lot. The species and size of each tree required to be planted in the parkway areas of a Lot shall be approved in advance by the ACC. Owners of corner Lots shall meet the Town of Munster Code requirements for the planting of trees in parking areas along both sides of the Lot bordering publicly dedicated streets. Trees planted to meet the Town of Munster Code requirement shall be included in determining a Lot owner's compliance with the landscaping provisions of this Declaration.

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HERETO AND MADE A PART HEREOF

4. After meeting the tree requirements of subparagraphs 2 and 3 above, the remainder of the minimum number of trees requirement may be met by the use of shade or ornamental trees having a minimum trunk diameter of one and one-half inches (1-1/2"), and a minimum height of six feet (6'), as long as such are also of a deciduous, seedless variety.
5. A minimum of ten (10) of the fifteen (15) required shrubs shall be evergreens having a minimum height of eighteen inches (18"), or shall be of a flowering variety.
6. All hedges located in the front yards of a Lot shall be composed of a variety of shrub that is capable of being trimmed perpetually to a height not to exceed three feet (3'), and all such hedges shall be trimmed as often as is necessary to insure that same shall never exceed three feet (3') in height.

For purposes of the landscaping requirement provisions of this Declaration, the term "front yard" shall include that yard area of a Lot between the street (both streets in the case of corner Lot) and a straight line extension to each side of that portion of the front of the Dwelling thereon, that both faces the street (both streets in the case of a corner Lot), and is the greatest distance from the street, and the term "side yard" shall include that yard area of a Lot between such front yard area, as herein above defined, and a straight line extension to each side of that portion of the rear of the Dwelling thereon, that is most nearly parallel to the front of the Dwelling used to define the front yard, and is the greatest distance from the street. Front yards and side yard areas that cannot be determined by reference to the Dwelling or for any other reason, shall be established for that Lot by the ACC, and such determination shall be final.

Notwithstanding the provisions of this Article I.I., it shall be the responsibility of each Lot owner to comply with all Town of Munster landscaping requirements, at the Lot owner's cost and expense.

J. **FENCING.** Developer may (but shall not be required to) construct, as a part of the Facilities, decorative fencing of various size and type at the entrances to the Development. Any such fencing shall be considered a part of the Facilities as defined herein, and shall be maintained, repaired and replaced by the Association, in the manner provided by Article V. No Lot owner shall in any way maintain, repair, stain, paint or replace, damage, deface or impair the integrity of such fencing.

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All fencing other than that constructed by Developer as a part of the Facilities shall be deemed to be structures subject to the approval of the Architectural Control Committee under Article III of this Declaration, provided, nevertheless, that no fencing shall be approved by the Architectural Control Committee which:

1. Is greater than five feet (5') in height from grade,
2. Is proposed to be located on any earthen berm constructed by Developer or located adjacent to and abutting any landscaped area of the Facilities,
3. Is not proposed to be architecturally integrated into a formal landscape design,
4. Does not meet the standards for approval under Article III, or
5. Exceeds the Town of Munster code requirements.

The ACC may vary the terms of this rule only if the granting of such variance will be compatible to the use being made of adjoining Lots, adjoining property and if it is aesthetically pleasing. Border fencing along White Oak Avenue shall be uniform and approved by the ACC, and it shall be the responsibility of the Lot owners to install the fence with public walk of concrete.

K. DRIVEWAYS. All driveways must be constructed of concrete, asphalt or paver stones and construction of a driveway must be completed prior to occupancy of a Dwelling on the Lot. Driveways of brick, cobblestone, or other materials or a combination of materials may be installed only upon approval of the ACC. There shall be no driveways or ingress/egress curb cuts at any place along White Oak Avenue.

L. SATELLITE DISHES: POOLS. No satellite dishes of a diameter in excess of 20 inches or above-ground pools shall be permitted on any part of the Real Estate or the Lots.

M. STORAGE AND PARKING OF VEHICLES. There shall be no outside storage or parking upon any lot, street, alley, right of way or other thoroughfare within the Development for a period in excess of twenty-four (24) hours, of any commercial vehicle, truck, tractor, mobile home or trailer (with or without wheels), camper, camper trailer, boat or other water craft, boat trailer, or any other transportation device of any kind, except within the parking spaces in the Lot owner's garage (with the door closed), two (2) automobiles in the driveway, and for visitor's temporarily parking in accordance with any rules and regulations designated and promulgated by the Association. No Lot owner shall repair or restore any vehicle of any kind upon any Lot, street, alley, right of way or other thoroughfare except for emergency repairs and

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except within enclosed garages.

N. SIGNS. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot or other portion of the Real Estate. No business activities of any kind whatsoever shall be conducted in any Dwelling or on any portion of the Real Estate; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of the Developer, its agents and assigns, during the construction and sale of Lots. These restrictions shall not apply to the Association, its successors and assigns, in furtherance of its powers and purposes as set forth in this Declaration.

O. PERMANENT STRUCTURES. No structure of a temporary character, such as a trailer, tent, shack, garage, barn or other outbuilding shall be used as a Dwelling, or on the Real Estate at any time as a permanent or temporary residence. Provided, however, the Developer may maintain a temporary office unit or trailer on the Real Estate for the purpose of construction, development, marketing and maintenance of the Real Estate.

P. GARBAGE, TRASH, STORAGE AND OTHER REFUSE DISPOSAL. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened to or stored so as to conceal them from the view of neighboring Lots and streets. All rubbish, trash or garbage shall be regularly removed from all Lots and shall not be allowed to accumulate on the Lots. No owner of a Lot shall burn or permit the burning of garbage or other refuse. No Lot owner, or builder or contractor for such Lot owner, shall dump construction debris, dirt, sand, trash or rubbish on any Lot, street or other area on the Real Estate. Each Lot owner shall be responsible for the appropriate removal of all such construction debris, dirt, sand, trash and rubbish, and neither Declarant nor the Developer shall have any liability or responsibility therefore.

Q. PETS. No horses, cattle or any other livestock shall be kept or maintained on any part of the Real Estate. Dogs shall not be left unattended or unleashed by a Lot owner outside of a Dwelling. Permitted pets shall be kept subject to any Rules and Regulations adopted by the Association for the keeping of pets. Pets shall not be allowed on any other persons Lot, or in any dedicated public area except on a leash or lead. The Lot owner shall be responsible for removing all fecal matter immediately from all parts of the Real Estate including such owner's Lot.

R. REGULATIONS. Rules and Regulations concerning use of the Real Estate and the Lots may be promulgated by the Association; provided, however, that copies of such Rules and Regulations are furnished to each Lot owner prior to the time that the same become effective. The initial Rules and Regulations,

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which shall be deemed effective until amended by the Association are attached hereto and made a part hereof as Exhibit "A".

S. STATE AND LOCAL LAWS. The use and construction restrictions and conditions set out herein shall be in addition to and not in place of all use and construction restrictions and conditions established by state or local laws. All Lots, Dwellings, and other buildings constructed on the Real Estate shall conform to all state and local laws in addition to the covenants, conditions and restrictions set out herein.

T. UNDERGROUND UTILITIES. No lines or wires for communication or the transmission of electric current or power or gas shall be constructed, placed or permitted to be placed anywhere on the Real Estate other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or approved cables constructed, placed, and maintained underground.

U. NAMEPLATES, EXTERIOR LIGHTS, TELEVISION OR RADIO ANTENNAE. There shall be not more than one nameplate on each Lot. A nameplate shall not be more than 96 square inches in area, and contain the name of the occupant and/or the address of the Dwelling. It may be located on the door of the Dwelling, or upon the wall of an accessory building or structure, or free-standing in the front or side yard.

No exterior light fixtures, other than those approved in writing by the ACC, shall be installed on the exterior of any Dwelling or other improvement on any Lot.

No television or radio antennae shall be visible from any public right of way without landscaping screening as approved by the ACC. Flag poles not exceeding 25 feet in height are permitted. Flag poles in excess of 25 feet in height shall only be permitted upon the approval in writing of the ACC.

V. COACHLIGHTS. Each Lot shall have at least one (1) coachlight prominently displayed in the area normally designated as the front yard of the Lot. Such coachlight shall be operational from dusk to dawn. The type and location shall be identified on the plans and specifications submitted for the approval of the ACC as set forth in Article III.

W. ENTRANCE SIGNAGE. The Developer, for the purpose of identification and beautification at the entrance of the Development, at Timberwood Lane and White Oak Avenue, on Lots 1 and 47, shall construct and install sign monuments with landscaping. The monuments are to be permanent in nature and shall include the name of the Development and perennial landscaping. The monuments are located on Lots of 1 and 47, however, the owners of Lots 1 and 47 shall, as part of their acceptance of the conveyance of title to

said Lots, agree to these monuments, and their locations. It is intended that these areas shall be a part of the Facilities.

II. PROPERTY RIGHTS.

A. LOT OWNER'S RIGHTS AS TO THE FACILITIES AND OTHER PROPERTY DEDICATED TO THE TOWN. Lot owners shall have no property or other rights in and to the Facilities, or in and to any other property dedicated to the Town or to any public utility for public or other purposes, other than those required as a matter of law and ordinance, or as set forth specifically in this Declaration, it being the express intention hereby that the obligations of the Association with regard to the Facilities has been imposed upon the Association and the Real Estate as an accommodation to the Town of Munster for the collective benefit and well being of the future residents in the Development and of the public.

B. FUTURE EXPANSION. The Declarant may, in its sole discretion, develop or cause to be developed certain other real estate located in the Town of Munster and lying adjacent to the Real Estate, and described on Exhibit "B" hereto. In the event the adjacent development is approved by all governmental bodies having jurisdiction thereof, the Declarant may, in its sole discretion, incorporate said development into the Development, and said real estate shall be a part of the Real Estate and the Development subject to this Declaration for all purposes. The incorporation of such adjacent real estate into the Development shall be evidenced by a document executed by the Declarant and recorded in the Office of the Recorder of Lake County, Indiana, and thereafter said real estate shall be subject to all of the terms and provisions of this Declaration.

C. NO PARTITION. There shall be no partition of any Lot or of any of the Real Estate from the provisions of this Declaration.

D. EASEMENT FOR ENTRYWAY SIGNS AND IMPROVEMENTS. Declarant does hereby reserve for the benefit of the Association, and each of the members of Association, a perpetual exclusive easement over and upon Lots 1 and 47 of the Real Estate, for the construction, installation, maintenance, repair and replacement of entryway signs and landscaping for the main entrance to the Development, as more particularly described above in Article I.W. This easement shall burden and run with the land of Lots 1 and 47 for the benefits of all of the other Lots in the Development, in perpetuity, and cannot be released or extinguished except with the unanimous written consent and approval of all members of the Association.

III. ARCHITECTURAL CONTROL.

A. COMPOSITION AND CONTROL OF ARCHITECTURAL CONTROL

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COMMITTEE. An ACC is hereby established, and shall be composed of that person or those persons designated and appointed from time to time to serve as or on the ACC by the Developer. Notwithstanding the provisions of Article IV.D. hereof, the ACC shall be and remain at all times under the control and governance of the Developer, in the sole discretion of the Developer, subject only to the further provisions of this Article III, until such time as Declarant shall have conveyed title by deed to the last Lot, including the last lot which shall become a Lot as a result of the expansion of the Development pursuant to Article II.B. hereof. Accordingly, and until such time, the Association shall have no right to control or effect the composition of the ACC in any manner whatsoever, even though and notwithstanding the fact that Developer may no longer have the right or authority to select and designate all of the directors of the Association as a result of the operation and application of the provisions of Article IV.D., it being the express intent hereof that until such time as aforesaid, the ACC shall not be associated or affiliated with the Association in any manner. At such time as Declarant shall have conveyed title by deed to the last Lot as aforesaid, the ACC shall then and thereafter become and be a committee of the board of directors of the Association, obligated hereby to exercise architectural control of the Development in the manner and to the extent set forth in Article III, B., C., and D. hereof, and the Rules and Regulations as amended from time to time. Accordingly, until such time as Declarant shall have conveyed title by deed to the last Lot as aforesaid, the Association shall be prohibited from in any manner whatsoever exercising or attempting to exercise any form of architectural control within the Development. Notwithstanding the foregoing, the Developer may, in its sole discretion, turn control of the ACC over to the Association at any time prior to the time that such is other wise required hereunder.

B. APPROVAL REQUIRED BY ARCHITECTURAL CONTROL COMMITTEE. No Dwelling, building, wall, deck, improvement or other structure of any kind, character or description shall be commenced, erected or maintained on any part of the Real Estate or on any Lot, and no exterior addition, change or alteration to such of the foregoing shall be made until the plans and specifications, plat lay-out, exterior elevations, and landscaping which shall show the nature, kind, shape, height, color, materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and Lot lines by the ACC.

All plans and specifications, plat lay-out, exterior elevations, grading plans, landscaping plans and other material will be receipted with a notice to the Developer for referral to the ACC. A report in writing setting forth the decisions of the ACC and the reasons therefore shall be transmitted to the applicant by the ACC within fifteen (15) days after the date of filing the

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required material by the applicant. In the event that the ACC has not acted upon the submissions within fifteen (15) days, the submissions will be deemed to have been approved if the Town of Munster is ready to issue permits.

C. REPAINTING OR REBUILDING IN ACCORDANCE WITH ORIGINAL PLAN. No permission or approval from the ACC shall be required to repaint the exterior of a Dwelling in accordance with an originally approved color scheme, or to rebuild or reconstruct in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of a Lot owner to remodel the interior of a Dwelling, or to paint the interior of a Dwelling any color desired.

Notwithstanding any provision of this Declaration to the contrary, Developer shall not be required to receive approval or permission from the ACC in connection with the original improvement of the Real Estate.

D. POWER OF DISAPPROVAL. The ACC may refuse to grant approvals required under this Article when any one of the following conditions are present:

1. The plans, specifications, drawings or other materials submitted either demonstrate that the proposed improvement does not otherwise comply with this Declaration, or is insufficient for the ACC to determine whether the proposed improvement otherwise complies with this Declaration.
2. The overall design or color scheme of the proposed improvement, repainting or modification is not in harmony with the aesthetics and materials of the Development. The standard of aesthetics shall be judged by objective considerations such as (1) the harmony of proposed colors with those of existing improvements; (2) the harmony of a proposed landscaping plan with those already existing; and (3) the harmony of the style of a proposed improvements already existing. Specific requirements and guidelines regarding design, color scheme and materials used in proposed improvements are as follows:
 - a. A flat roof shall not be incorporated into the design or construction of any Dwelling improvement or modification.
 - b. Non-masonry siding shall be horizontal cedar or redwood, and vertical cedar or fir plywood siding. Grained masonite, vinyl or slate siding must be submitted for approval by ACC

except that vinyl or aluminum material may be used for soffit and fascia.

- c. Thirty percent (30%) of the siding of a Dwelling or other improvement, whether before or after modification, must be brick. The thirty percent (30%) figure shall be in relation to the front of an improvement. Architectural exterior design or style shall allow ACC to alter this requirement to a higher or lower exception of this percentage.
- d. Fireplace chimneys must be masonry, or brick veneer unless it is totally within the interior of the Dwelling. The exposed chase above the roof may then be compatible with any siding as indicated above and used on the home.
- e. Darker colors that blend with existing surroundings (improvements and landscapes) are aesthetically more desirable than lighter color. When a lighter color stands in marked contrast to the color scheme used by the nearest existing improvement, a darker color must be employed. Accent color are subject to the preceding color rules.

The ACC shall determine compliance with the foregoing standards. The ACC may only waive compliance with the foregoing standards in cases in which such compliance is or would be inconsistent with the general style or design of the proposed improvement (for example, by way of illustration, the thirty percent (30%) brick siding standard described in Subparagraph c. above may be inconsistent with the general design and style of a Victorian home and may be waived by the ACC). The discretion of the ACC to waive compliance with the standards shall be limited to such determinations.

E. LIABILITY AND RESPONSIBILITY. Neither the Declarant, the Developer, the Association, nor the ACC, nor any member thereof, shall be liable for any damage, loss or prejudice suffered or claimed by any Lot owner or contractor who submits such plan on account of (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions; (b) any structural or other defects in any work done according to such plans and specifications; (c) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (d) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, and (e) the development of any real estate within the Development. Any person submitting plans to the ACC shall hold the Declarant, the Developer, the Association, the ACC, and any

member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred.

IV. ASSOCIATION ORGANIZATION, AND MEMBERSHIP AND VOTING RIGHTS.

A. ASSOCIATION ORGANIZATION. The Association has been organized as an Indiana nonprofit corporation, and is organized and shall be governed by the terms and provisions of the Articles of Incorporation and By-Laws attached hereto respectively as Exhibits "C" and "D".

B. MEMBERSHIP AND MEMBERSHIP MEETINGS. Every person or entity who is the owner of a fee or equitable title of a Lot in the Development shall be a member of the Association. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery to the owner of a duly executed deed by the Declarant, or as to subsequent owners, upon delivery to the Association of a certified copy of a duly executed deed or other instrument establishing a chain of recorded title to a Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. The membership shall be appurtenant to and may not be separated from ownership of a Lot. Nothing herein contained shall be interpreted so as to exclude the Declarant from membership while it or its successors in interest, if any, owns one or more Lots, or any part of the Real Estate.

Notwithstanding Article II Section 3 of the By Laws of the Association the first annual meeting shall not be held until such time as the rights of the Developer to appoint Directors and to hereby control the Association shall have expired as provided in the Article IV.D. of this Declaration or at such earlier time or times as may be determined by the Developer. Subject to the foregoing, the members shall, at each annual meeting, elect the Board of Directors of the Association in accordance with the provisions of the By-Laws and transact such other business as may properly come before meeting.

C. VOTING RIGHTS. There shall be one vote and one voting member for each Lot regardless of the number of persons who may have an ownership interest in a Lot or the manner in which title is held by them. The vote of the owners of a Lot owned by more than one person shall be cast by the person named in a certificate signed by all of the owners of the Lot and filed with the secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If the certificate is not on file, the vote of such owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

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D. NUMBER, TERM AND SELECTION OF BOARD OF DIRECTORS.

The initial Board of Directors shall consist of three (3) directors appointed by the Developer who shall serve those terms of office as established by the By-Laws. The Developer shall have the right to select and designate all of the directors, and accordingly therefore the right to operate and control the Association, until such time as seventy-five (75%) percent of all Lots which are a part of the Real Estate, and seventy-five (75%) percent of the lots which may become Lots, and which may become a part of the Real Estate and the Development pursuant to Article II.B., have been conveyed by deed to Lot owners, or five (5) years from the date of recording of this Declaration, whichever shall first occur, and such directors need not be owners of Lots. Thereafter, directors shall be elected as otherwise required by the Articles of Incorporation and By-Laws of the Association.

Notwithstanding any other provision of this Declaration, the Articles of Incorporation, or the By-Laws, from and after the date of the recording of the Declaration until the date when Developer turns over control of the Association to the owners of Lots as provided above, the Association shall be governed by the board of Directors appointed from time to time by Developer. Such Board of Directors so appointed shall exclusively hold all rights and powers which a Board of Directors or the Association would have under this Declaration, the Articles of Incorporation, or the By-Laws, except as specifically limited herein. Such Board of Directors may appoint from time to time from among the owners of Lots, one or more committees to advise and assist it in the performance of its functions. The rights and powers of such Board of Directors shall be limited as follows:

- (a) The power of assessment shall be limited as set forth in this Declaration.
- (b) Such Board shall have no power to reallocate the voting power among the owners of Lots in any manner contrary to this Declaration.
- (c) Such Board shall not take any action requiring the vote or consent of any mortgagee unless the vote or consent of such mortgagee is obtained.

Developer shall have the right to waive, on behalf of the Association, the annual meetings and annual accounting provided for in this Declaration, so long as Developer retains control of the Association. At the time of turnover of control by Developer, a meeting of the Association will be called, at which time the rights and powers of the Developer-appointed Board of Directors shall terminate and the Association shall thereafter be governed in accordance with the other provisions of this Declaration, the Articles of Incorporation and the By-Laws. Each owner of a Lot shall be deemed to have given to Developer an irrevocable proxy to

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vote on any and all matters on which such owner is entitled to vote under this Declaration, or under the Articles of Incorporation or the By-Laws of the Association. The proxy hereby granted to Developer shall be deemed to be coupled with an interest and irrevocable. Such proxy shall terminate as of the date of transfer of control of the Association as set forth above.

F. NOTICE TO ASSOCIATION OF CONVEYANCE OF LOTS. Each owner who sells his Lot shall require that his purchaser provide to the Association a copy of the instrument of conveyance. In addition, each owner upon such sale shall endorse to his purchaser his Certificate of Membership in the Association and shall deliver to his purchaser copies of all documentation received by the seller at the time of the initial purchase. The Association shall thereafter issue a new certificate in the name of the purchaser.

G. CONTROL AND MANAGEMENT OF THE FACILITIES. The Association shall be responsible for the exclusive management and control of the Facilities for which it has responsibilities under Article V.

H. PERSONAL PROPERTY AND REAL PROPERTY FOR COMMON USE. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, will accept any real or personal property, leasehold or other property interests within the Real Estate conveyed to it by the Declarant.

I. PERFORMANCE AND ENFORCEMENT OF LOT OWNER'S OBLIGATIONS. Upon the failure or refusal by the owner of any Lot to meet an obligation under this Declaration, the Association shall upon the vote of a majority of the directors present at a duly constituted meeting, make demand upon such owner by written notice to meet such obligation, and upon such owner's continued failure or refusal to meet such obligation within ten (10) days after the third (3rd) such written notice, the Association shall undertake to perform such obligation on behalf of such owner, and all of the costs and expenses thereof, including attorneys' fees, shall be assessed to such owner as a special Assessment under Article VI.E., a lien for which shall be perfected and enforced as provided for in Article VI.A. and H. Without in any manner intending to limit the generality of the foregoing, the Association shall, pursuant to the foregoing procedure, perform the obligation of an owner under Article I.G. and I., upon such owner's failure or refusal to perform such obligation.

J. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonable necessary to effectuate any such right or

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privilege.

V. MAINTENANCE, REPAIR AND REPLACEMENT OF FACILITIES BY THE ASSOCIATION.

The Association shall have the following responsibilities at the cost of the Association, with respect to the maintenance, repair and replacement of the Facilities:

- A. To mow and to otherwise maintain, repair and replace all lawn and landscaped areas of the Facilities, and all structures located thereon.
- B. To maintain, repair, replace or enhance sign monuments and landscaping located on Lots 1 and 47 pursuant to Article II, D.

VI. COVENANT FOR ASSESSMENTS.

A. **CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** Declarant, for each Lot owned within the Development, hereby covenants, and each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments for enforcement, such assessments to be fixed, established and collected from time to time, as hereinafter provided (herein the "Assessments"). Each Assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such Lot at the time when the Assessment was levied. The personal obligation shall not pass to successors in title unless expressly assumed.

B. **PURPOSE OF ASSESSMENTS.** The Assessments levied by the Association shall be used exclusively for the purpose of meeting all of its obligations under this Declaration, for the maintenance, repair and replacement of the Facilities and for the general management and operation of the Association in a manner consistent with this Declaration and the Articles of Incorporation and By-Laws. Such Assessments may include, but are not limited to, the cost and charges to the Association of all taxes, insurance, maintenance, repair and replacement costs of the Facilities, as may from time to time be authorized by the Board of Directors, and other facilities, activities and charges required by this Declaration or that the Board of Directors shall determine to be necessary or desirable to meet the primary purpose of the Association.

C. **ANNUAL ASSESSMENTS.** The amount of annual Assessments shall be fixed by the Board of Directors of the Association each year and shall be based upon the projected budget

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prepared by the Board of Directors for that year.

D. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual Assessments above, the Association may levy in any assessment year a special Assessment for the purpose of paying, in whole or in part, the cost of any construction of, or the reconstruction or replacement of, a capital improvement which is or shall be a part of the Facilities, including the necessary fixtures and personal property related thereto, PROVIDED THAT, any such special Assessment shall have the assent of two-thirds (2/3) of the votes of all members entitled to vote at a meeting called for this purpose.

E. SPECIAL ASSESSMENTS FOR ENFORCEMENT. In addition to annual Assessments and special Assessments for capital improvements, the Association shall levy special Assessments in the amount of the costs and expenses, including attorneys' fees, issued or paid by the Association in the exercise of its obligations under Article IV.H.

F. THE ALLOCATION OF ASSESSMENTS. Annual and special Assessments for capital improvements shall be allocated by the Association against a Lot by dividing the total aggregate amount of such annual or special Assessments by the number of Lots. Assessments shall be collected on a monthly, quarterly or other basis as determined by the Board of Directors and shall be assessed equally among all Lots.

G. DATE OF COMMENCEMENT OF ASSESSMENTS. Assessments may commence for all Lots in the Development on the first day of the month in which the Declarant conveys title to the first Lot. The Board of Directors shall fix the amount of the annual Assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. In the event the Board of Directors fails to establish the annual Assessment as provided, the amount of the last annual Assessment shall remain in effect for the ensuing year, or until such time as the annual Assessment is fixed by the Board of Directors. Written notice of any change in the amount of the annual Assessment shall be sent to every owner subject to the annual Assessment. All notices to owners shall be mailed to the address shown on the records of the Association. Assessments shall be due on the first day of each month, or quarter, or otherwise as determined by the Board of Directors. A new Lot owner shall be liable for payment of Assessments on the first day of the month following conveyance of title. The Association shall upon demand at any time furnish a certificate in writing, signed by an officer of the Association, setting forth whether the Assessments on a specified Lot have been paid, and a reasonable charge may be made for the issuance of this certificate. Such certificate shall be conclusive evidence of payment of Assessments.

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H. REMEDIES FOR NON-PAYMENT OF ASSESSMENTS.

Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month, and the Association may bring an action at law against the Lot owner(s) personally obligated to pay the Assessment, or foreclose the lien against the Lot; either action shall include interest, costs and reasonable attorneys' fees which shall be added to the amount of the Assessment and included in a judgment rendered. The Board of Directors shall perfect such lien by filing notice of the same within sixty (60) days from the date such Assessment was due and may foreclose the lien under the laws of the State of Indiana governing mechanic's and materialmen's liens. In such foreclosure, the delinquent Lot owner may be required to pay a reasonable rental for the Lot, and the Association in such foreclosure shall be entitled to the appointment of a receiver to collect the delinquent Assessments. The Association may, in addition to such foreclosure action, file suit to recover a money judgment for unpaid Assessments and such action shall not constitute a waiver of the lien securing such unpaid Assessment. If the Directors acting on behalf of the Association shall have the power to bid on the Lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. No Lot owner may waive or otherwise escape liability for Assessments by non-use of the Facilities or abandonment of his Lot.

I. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the Assessments provided for herein shall be subordinate to a lien of any first mortgage. The sale or transfer of any Lot shall not affect the Assessment lien. The sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall, however, extinguish the lien of such Assessment as to payments which became due prior to such sale or transfer.

VII. INSURANCE.

The insurance which shall be carried by the Association shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE. The Association shall have the authority to purchase and obtain insurance coverage. All insurance policies shall be purchased by the Association for the benefit of the Association and its members. If the insurance companies issuing said policies agree, such policies shall provide that the insurer waives its rights of subrogation as to any claims against Lot owners, the Association, the members thereof and their respective servants, agents, contractors and guests. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Lot owners as a group to a Lot owner. Such policies and endorsements shall be deposited with the Association and held as part of the records of the Association.

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B. POLICIES TO BE SECURED BY THE ASSOCIATION. The Association shall obtain the following insurance coverage:

1. The structures and other insurable improvements upon and a part of the Facilities and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company providing the coverage. Such coverage shall afford protection against:
 - a. Loss or damage by fire and other hazards covered by the standard extended cover by the standard extended coverage endorsement.
 - b. Such other risks as from time to time customarily shall be covered with respect to structures and other improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.
2. Public liability, officers, directors and employees liability for errors and omissions, and property damage in such amounts and such forms as may be required by the Association.
3. Workmen's compensation policy to meet the requirements of law.

C. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

D. USE OF PROCEEDS. Proceeds received from insurance policies shall be payable to the Association, and shall be used by the Association to repair or replace the property damaged. In the event the proceeds are insufficient, the Association may levy Assessments to cover such deficiency. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance after payment of all costs of the reconstruction or repair for which the proceeds of the policies were received, such balance shall be retained by the Association and regarded as miscellaneous revenue to the Association.

E. INSURANCE ADJUSTMENTS. Each member shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under insurance policies purchased by the Association.

SUBJECT TO TRUSTEE'S EXECUTION
HEREIN AND MADE A PART HEREOF

VIII. AMENDMENT.

Amendments to the Declaration shall be proposed and adopted as follows:

A. **NOTICE.** Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

B. **RESOLUTION.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and after being proposed and approved by either of such bodies, must be approved by the other. Directors and Lot owners not present at the meeting considering such amendment may express their position in writing or by proxy. An Amendment must be adopted by not less than seventy-five percent (75%) of the total number (not a meeting quorum) of Directors and fifty-five percent (55%) of the total membership (not a meeting quorum) of the Association.

C. **RECORDING.** A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Lake County, Indiana. Copies of the same shall be sent to each Lot owner and his mortgagee, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

D. **EXCEPTIONS.** The provisions contained in this Article shall not apply or govern acts of the Declarant taken pursuant to the provisions of Article II.B.

IX. TERM AND TERMINATION.

The covenants, conditions and restrictions of this Declaration shall run with and bind the Real Estate, and shall inure to the benefit of and be enforceable by the Association or the owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Lot owners and their mortgagees, has been recorded in the Office of the Recorder of Lake County, Indiana, within the year preceding and the beginning of each successive period of ten (10) years, agreeing to terminating the same. Notwithstanding the foregoing, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HERETO AND MADE A PART HEREOF

The Declaration shall be terminated, if at all, under any circumstances other than the foregoing, only by the agreement of all the Lot owners and their respective mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for the conveyance of real property, and recorded in the Office of the Recorder of Lake County, Indiana.

X. **GENERAL PROVISIONS.**

A. **SEVERABILITY.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

B. **ENFORCEMENT.** The Association, or any Lot owner, shall have the right to enforce any provision of this Declaration, shall also be liable for reasonable attorneys' fees incurred by the Association, or incurred by any Lot owner, in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting owner's Lot, enforceable as other Assessment liens herein established. Failure by the Association or by any owner to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Neither Developer, nor the ACC shall be liable for damages of any kind to any person for failing either to abide by or carry out any of the covenants, conditions, restrictions and regulations created by this Declaration.

C. **NO DEDICATION TO PUBLIC USE.** Nothing contained in this Declaration shall be constructed or deemed to constitute a dedication, express or implied, of any part of the Real Estate to or for any public use or purpose whatsoever.

XI. **MORTGAGEES' RIGHTS.**

The following provisions are for the benefit of holders, or guarantors of first mortgages on Lots in the Development. To the extent applicable, necessary, or proper, the provisions of this Article XI apply to both this Declaration and to the By-Laws of the Association. Where indicated, these provisions apply only to "Eligible Holders," as hereinafter defined; provided, however, voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

A. **NOTICES OF ACTION.** An institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Lot number), (herein an "Eligible Holder"), will be entitled to timely written notice of:

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN AND MADE A PART HEREOF

1. any proposed termination of the Association;
2. any condemnation loss or any casualty loss which affects a material portion of the Real Estate or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;
3. any delinquency in the payment of Assessments or charges owed by an owner of a Lot subject to the mortgage of such Eligible Holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
4. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
5. any proposed action which would require the consent of Eligible Holders, as required in Subparagraph B of this Article.

B. AMENDMENTS TO DOCUMENTS. The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage or condemnation pursuant to Section B.1. and 2. of this Article XI, or to the addition of land in accordance with Article II.B.

1. The consent of at least sixty-seven percent (67%) of the members votes and of the Declarant so long as they own any part of the sixty-seven percent (67%) of the votes of Lots subject to a mortgage appertain, shall be required to terminate the Association.
2. The consent of at least sixty-seven percent (67%) of the members votes and of the Declarant so long as they own any part of the Real Estate and the approval of Eligible Holders to which more than fifty percent (50%) of the votes of Lots subject to a mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:
 - a. voting;
 - b. Assessments, Assessment liens or subordination of such liens;

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN AND MADE A PART HEREOF

- c. reserves for maintenance, repair, and replacement;
- d. insurance of fidelity bonds;
- e. responsibility for maintenance and repair of the Facilities;
- f. boundaries of any Lot;
- g. leasing of Lots;
- h. imposition of any right of first refusal or similar restriction of the right of any owner to sell, transfer, or otherwise convey his or her Lot;
- i. establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
- j. any provision included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first mortgages on Lots.

XII. DECLARANT'S RIGHTS.

Any or all of the special rights and obligation of the Declarant may be transferred to other persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records of Lake County, Indiana.

XIII. LIMITATION ON DEVELOPER'S LIABILITY

Notwithstanding anything to the contrary herein, it is expressly agreed, and each owner, by accepting title to a Lot and/or Dwelling and becoming a Lot owner acknowledges and agrees, that neither Developer (including without limitation any assignee of an interest of Developer) nor any partner, director, officer or shareholder of Developer (or any partner, officer, director or shareholder in any such assignee) shall have any personal liability to any owner or other person, arising under, in connection with, or resulting from (including without limitation resulting from action or failure to act with respect to) this Declaration except, in the case of Developer (or its assignee), to the extent of its interest in the property; and, in the event of a judgment no execution or other action shall be sought or brought thereon against any other

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HEREIN AND MADE A PART HEREOF

assets, nor be a lien upon such other assets of the judgment debtor.

XIV. DEVELOPER'S RESERVED EASEMENTS

A. Notwithstanding any provisions contained in the Declaration to the contrary, Developer 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 Developer, its successors, and assigns over, under, in, and/or on the Development, without obligation and without charge to Developer, 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 Developer (such other property is herein referred to as "Additional Property"). 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:

1. 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, drainage systems 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, 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

2. 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 Developer, may be required, convenient, or incidental to the construction and sale by Developer of residences in all or any portion of the Development or in any portion of the Additional Property.

3. no rights, privileges, and easements granted or reserved herein shall be merged into the title of 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 Developer releasing such right, privilege, or easement by express reference thereto with respect to all or any portion of the Development.

B. This Article XIV may not be amended without the advance written consent, of the Developer.

XV.

TRUSTEE CAPACITY.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and 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 Calumet National Bank on account of this instrument or on account of any warranty, indemnity 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.

Nothing contained herein shall be construed as creating any liabilities on Calumet National Bank, personally under provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act), as amended from time to time or any other federal, state or local law, rule or regulation. Calumet National Bank, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in its instrument.

IN WITNESS WHEREOF, Calumet National Bank as Trustee of No. P-4191, has caused this instrument to be signed by its Trust Officer, ~~and its seal to be hereunto affixed~~ this 13th day of June, 1996.

DECLARANT: Calumet National Bank
as Trustee of Trust
No. P-4191

By: Sheilia Hayden, TO

Printed Name: Sheilia Hayden

Title: Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Shellis Hayden, the Trust Officer, on behalf of Calumet National Bank as Trustee of Trust No. P-4191 and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 13th day of June 1996.

Roberta L. Martinez
Notary Public

Printed Name: Roberta L. Martinez

My Commission Expires:

5/19/97

County of Residence:

Lake

This Document Prepared By:
Glenn R. Patterson, Esq.
Singleton, Crist, Patterson, & Austgen
Suite 200, 9245 Calumet Ave.
Munster, Indiana 46321

**RULES AND REGULATIONS OF
THE MEADOWS OF ST GEORGE**

1. Every Lot owner, occupant or guest of a Lot owner or occupant of a Dwelling shall comply with each and every provision of the Declaration and Articles of Incorporation and By-Laws of the Association, these Rules and Regulation, and all the ordinances of the Town of Munster governing or controlling the use or occupancy of Lots located within the Development.
2. Each Dwelling shall be occupied solely by one family.
3. Each Dwelling shall be occupied for residential purposes only, and no Dwelling may be divided or subdivided into a smaller residence or Dwelling, nor any room or portion thereof sold, transferred or leased. Nothing herein shall prohibit the owner of a Dwelling from leasing the entire Dwelling by written lease of no less than three (3) months duration in which the lessee expressly covenants to comply with the provisions of the Declaration, the Articles of Incorporation and By-Laws of the Association, and these Rules and Regulation. All such leases, and lessees, shall be subject to approval by the Association upon written application for same from the owner of the Dwelling involved, and failure of the Association to act upon said application within fifteen (15) days, shall be deemed an approval of said lease and lessee by the Association.
4. No business of any kind shall be conducted from any Lot. This provisions shall not prohibit the use of telephone for business purposes of a nature incident to a business located outside of the Lot, or the entertainment of or consultation with any business guest for any portion of a particular day. All other business activities, of whatever nature, kind, duration or extent are prohibited.
5. Signs or advertising for any reason whatsoever are prohibited, except for "For Sale" or "For Rent" signs in good taste erected in accordance with the Declaration, except for such signs as are placed by the Association for information or directional purposes, and except as may be employed by the Declarant or the Developer during the term of development, sale and control by him of any of the Real Estate located within the Development.
6. Each owner shall be responsible for the maintenance, repair, and reconstruction of all improvements located on such owner's Lot and shall keep the same in good condition and repair.

EXHIBIT A

All lawns, landscaping, the surfaces of driveways and walkways, and the exteriors of all Dwellings and appurtenant buildings shall be maintained and repaired on a regular basis so as to provide an attractive appearance conducive with the surrounding community environment. Weed control shall be the responsibility of Lot owners who shall bear the expense for same and same shall be accomplished in the manner and in accordance with instructions of the Board of Directors. Upon written notice of a violation of this rule by the Association, the owner or occupant of said Lot shall have (30) days within which to correct any violation, or reach an agreement with the Association as to the correction of said violation.

7. No Dwelling, building, wall, deck, improvement or other structure of any kind, character or description shall be commenced, erected or maintained on any part of the Real Estate or on any Lot, and no exterior addition, change or alteration to such of the foregoing shall be made until the plans and specifications, plot lay-out, exterior elevations, and landscaping which shall show the nature, kind, shape, height, color, materials and location of the improvement to be made shall have been submitted to and approved in writing as to the harmony of external design and location in relationship to the surrounding structures, topography, and Lot lines by the ACC.

All plans and specifications, plot lay-out, exterior elevations, grading plans, landscaping plans and other material shall be filed in the office of the Developer for referral to the ACC. A report in writing setting forth the decisions of the ACC and the reasons therefore shall be transmitted to the applicant by the ACC within fifteen (15) days after the date of filing the required material by the applicant. In the event that the ACC has not acted upon the submissions within fifteen (15) days, the submissions will be deemed to have been approved if the Town of Munster is ready to issue permits.

8. Garbage and trash receptacles shall not be visible from the street at any time, except as may be necessary for the orderly collection of garbage or refuse.

9. All Dwellings located within the Development shall have an address street number clearly visible from the street.

10. No owner or occupant of a Dwelling shall keep any animal on the Lot that:

- a. Cannot be continuously kept and maintained within the Dwelling, the boundaries of the Lot on which said Dwelling is maintained, by leash or otherwise, or
- b. Occasions any noise, odor or noxious effect beyond the confines of the Dwelling, or

- c. Are, or are kept unsanitary, or
- d. Are potentially dangerous or unsafe by nature of kept condition, or
- e. Are prohibited by Town ordinance, State law or otherwise.

11. No material, equipment or devise may be placed or used in any Dwelling or on any Lot on which a Dwelling is located that:

- a. Occasions loud noise, strong odor or noxious effect, or
- b. Is, or is kept, unsanitary, or
- c. Is dangerous or kept in a dangerous conditions.

12. The Association shall have the right to enforce these Rules and Regulations by special Assessment against any Lot owner found to be in violation hereof, which shall be collected in the manner, and to the same extent, provided for collection and enforcement of special Assessments pursuant to the provisions of the Declaration. Furthermore, the Association, or any owner, shall have the additional, nonexclusive right, to enforce any provision of these Rules and Regulation in the manner, and to the same extent as provided for enforcement of the provisions of the Declaration.

13. The capitalized words and phrases used in this Rules and Regulations shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions of The Meadows of St George.

**REAL ESTATE WHICH MAY BE ADDED
TO THE ENCUMBRANCE OF THE DECLARATION**

That part of the North 30 acres of the South 40 acres of the West Half of the Northwest Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian described as follows: Beginning at the Southeast corner of Lot 52, in Meadows of St. George Subdivision Unit One, as shown in Plat Book 80, page 81, in the Office of the Recorder of Lake County, Indiana; thence North 89 degrees 53 minutes 00 seconds East 60.00 feet, along the Southerly line of said Meadows of St. George Subdivision Unit One, aforesaid line also being the North line of the South 20 acres of the said West Half of the Northwest Quarter of Section 32; thence North 00 degrees 37 minutes 42 seconds West 2.59 feet, along the said Southerly line of Meadows of St. George Subdivision Unit One; thence North 89 degrees 53 minutes 00 seconds East 630.02 feet, along the said Southerly line of Meadows of St. George Subdivision Unit One; thence North 00 degrees 07 minutes 00 seconds West 45.00 feet, along the said Southerly line of Unit One, thence North 89 degrees 53 minutes 00 seconds East 195.28 feet, along said Southerly line of Meadows of St. George Subdivision Unit One; thence North 00 degrees 07 minutes 00 seconds West 15.00 feet; along said Southerly line of Meadows of St. George Subdivision Unit One; thence North 89 degrees 53 minutes 00 seconds East 135.00 feet, along the said Southerly line of Meadows of St. George Subdivision Unit One; thence South 00 degrees 07 minutes 00 seconds East 333.58 feet, along the said Southerly line of St. George Subdivision Unit One; thence South 53 degrees 07 minutes 20 seconds West 100.44 feet, along the said Southerly line of Meadows of St. George Subdivision Unit One to the South line of the said North 30.00 acres of the South 40.00 acres of the West Half of the Northwest Quarter of Section 32; thence South 89 degrees 53 minutes 00 seconds West 942.86 feet, along the said South line of the North 30.00 acres of the South 40.00 acres of the West Half of the Northwest Quarter of Section 32, to the East line of the West 194.00 feet of the said West Half of the Northwest Quarter of Section 32; thence North 00 degrees 37 minutes 42 seconds West 165.01 feet, along the said East line of the West 194.00 feet of the West Half of the Northwest Quarter of Section 32, to the North line of the South 165.00 feet of the said North 30.00 acres of the South 40.00 acres of the West Half of the Northwest Quarter of Section 32, thence South 89 degrees 53 minutes 00 seconds West 194.01 feet, along the said North line of the South 165.00 feet of the said North 30.00 acres of the South 40.00 acres of the West Half of the Northwest Quarter of Section 32, to the West line of the said Northwest Quarter of Section 32; thence North 00 degrees 37 minutes 42 seconds West 106.10 feet, along said West line of the Northwest Quarter of Section 32, to the South line of the North 60.00 feet of the North Half of the North 10.00 acres of the South 20.00 acres of the West Half of the Northwest Quarter of Section 32; thence North 89 degrees 53 minutes 00 seconds East 200.01 feet, along the said South line of the North 60.00 feet of the North Half of the North 10.00 acres of the South 20.00 acres of the West Half of the Northwest Quarter of Section 32, to the East line of the West 200.00 feet of the said North Half of the North 10 acres of the South 20 acres of the West Half of the Northwest Quarter of Section 32, thence North 00 degrees 37 minutes 42 seconds West 60.00 feet, along the said East line of the West 200.00 feet of the North Half Northwest Quarter of Section 32, to the point of beginning, all in North Township, Lake County, Indiana, containing 8.643 acres more or less.

STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF INCORPORATION

OF

THE MEADOWS OF ST. GEORGE HOME OWNERS ASSOCIATION, INC.

I, SUE ANNE GILROY, Secretary of State of Indiana, hereby certify that Articles of Incorporation of the above corporation have been presented to me at my office accompanied by the fees prescribed by law; that I have found such Articles conform to law; all as prescribed by the provisions of the Indiana Nonprofit Corporation Act of 1991, as amended.

NOW, THEREFORE, I hereby issue to such corporation this Certificate of Incorporation, and further certify that its corporate existence will begin May 24, 1996.



In Witness Whereof, I have hereunto set my hand and affixed the seal of the State of Indiana, at the City of Indianapolis, this Twenty-fourth day of May, 1996.

Sue Anne Gilroy
SUE ANNE GILROY, Secretary of State

[Signature]
Deputy

EXHIBIT "C"

ARTICLES OF INCORPORATION
(Nonprofit)

State Form 4162 (R7/7-91)

Corporate Form 364-1 (October 1984)

APPROVED
AND
FILED

John (David) Gilling
IND. SECRETARY OF STATE

ARTICLES OF INCORPORATION
OF

THE MEADOWS OF ST. GEORGE HOME OWNERS ASSOCIATION, INC.

The undersigned incorporator desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Act"), executes the following Articles of Incorporation:

ARTICLE I

NAME

The name of the Corporation is The Meadows of St. George Home Owners Association, Inc.

ARTICLE II

PURPOSES

The purposes for which the Corporation are formed are:

Section 1. To establish an incorporated association (hereinafter the "Association") to administer a residential community known as The Meadows of St. George located in Munster, Lake County, Indiana, pursuant to the Declaration of Covenants, Conditions And Restrictions For The Meadows of St. George (hereinafter the "Declaration").

Section 2. This Association is organized for the purpose of providing a convenient means of administering the residential community by the owners of Lots and Dwellings therein. The documents creating the community provide for the ownership, operation, management, maintenance and use of Lots as described in said documents.

Section 3. The Association shall not engage in any activities for the profit of its Members, and shall conduct its affairs in such fashion and for such purposes other than for the pecuniary gain of its Members, directors, officers or incorporators.

Section 4. The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles.

Section 5. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including, but not limited to, the following:

RECEIVED
CORPORATIONS DIV.
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SUSANNE GILROY

- (a) Make and collect Assessments against Members.
- (b) To use the proceeds of Assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate the property in accordance with the Declaration.
- (d) The reconstruction of improvements after casualty.
- (e) To make and amend rules and regulations respecting the use of Lots and Dwellings.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws of the Association, and the Rules and Regulations in accordance with the Declaration.
- (g) To contract for the management of the Association and delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have the approval of the Board of Directors or of the Members of the Association.
- (h) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the Members in accordance with the provisions of the Declaration.
- (i) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.
- (j) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

Section 6. All rights, powers and descriptions of purpose established by the Articles of Incorporation, shall be subject to the Declaration and all provisions contained therein as if fully set forth in these Articles, and shall further be subject to Indiana law governing nonprofit corporations.

ARTICLE III

TYPE OF CORPORATION

The Corporation is a mutual benefit corporation.

ARTICLE IV

REGISTERED AGENT, REGISTERED OFFICE AND PRINCIPAL OFFICE

Section 1. Registered Agent. The name and address of the Corporation's Registered Agent and Registered Office for service of process is:

Glenn R. Patterson, Esq.
Singleton, Crist, Patterson & Austgen
Suite 200, 9245 Calumet Avenue
Munster, Indiana 46321

Section 2.
Corporation is:

Principal Office. The post office address of the principal office of the

CMS Developers, Inc.
c/o Glenn R. Patterson, Esq.
Singleton, Crist, Patterson & Austgen
Suite 200, 9245 Calumet Avenue
Munster, Indiana 46321

ARTICLE V

MEMBERSHIP

The Corporation will have members.

ARTICLE VI

INCORPORATOR

Name and address of the incorporator is as follows:

Clyde D. Sana
CMS Developers, Inc.
398 West 14th Street
Chicago Heights, Illinois 60411

ARTICLE VII

DISTRIBUTION OF ASSETS ON
DISSOLUTION OR FINAL LIQUIDATION

The assets of the Corporation will be distributed to the Members in accordance with their respective interests upon dissolution or final liquidation.

I hereby verify subject to penalties of perjury that the facts contained herein are true.


Clyde D. Sana, Incorporator

This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Crist, Patterson & Austgen, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

grp\aw\realest\sana\msg-art.inc

BY-LAWS

OF

THE MEADOWS OF ST. GEORGE HOME OWNERS ASSOCIATION, INC.

EXHIBIT "D"

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BY-LAWS
OF
THE MEADOWS OF ST. GEORGE HOME OWNERS ASSOCIATION, INC.

ARTICLE I
NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section 1. Name. The name of the Association shall be The Meadows of St. George Home Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association shall be located initially at the location stated in the Articles of Incorporation, and thereafter at such location as determined by the Board of Directors. The Association may have such other offices, either within or without the State of Indiana, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for The Meadows of St. George Homes (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II
ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. The Association shall have one (1) class of membership, as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place Of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either in the Development or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Members shall be held at a date and time as set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board of Directors or upon a petition signed by at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice Of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver Of Notice. Waiver of notice of meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such Member specifically objects to a lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment Of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that at least fifteen percent (15%) of the total votes of the Association remain present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary before the appointed time of each meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Lot or upon receipt of notice by the Secretary of the Board of the death or judicially declared incompetence of a Member or upon the expiration of eleven (11) months from the date of the proxy.

Section 10. Majority. As used in these By-Laws, the term "majority" shall mean those votes, Lot owners, or other group as the context may indicated totaling more than fifty percent (50%) of the total number.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of twenty percent (20%) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct Of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE III **BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS**

A. Composition And Selection.

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time.

Section 2. Directors During Declarant Control. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until such time as is specified in the Declaration, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant need not be Lot owners or residents in the Development. After the period of Declarant appointment, all Directors must be Members of the Association.

Section 3. Number Of Directors. The number of Directors in the Association shall be not less than three (3) nor more than five (5), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of three (3) members and are identified in the minutes of the first meeting of the Board.

Section 4. Nomination Of Directors. Except with respect to Directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members to solicit votes.

Section 5. Election And Term Of Office. Notwithstanding any other provision contained herein:

At the first annual meeting of the membership after the termination of the Declarant's right to select directors and at each annual meeting of the membership thereafter, Directors shall be elected. All Directors shall be elected at-large. All Members of the Association shall vote upon the election of Directors.

So long as there are three (3) Directors, the term of one (1) Director shall be fixed at one (1) year, and the term of one (1) Director shall be fixed at two (2) years, and the term of one (1) Director shall be fixed at three (3) years. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association.

Section 6. Removal Of Directors And Vacancies. Unless the entire Board is removed from office by the vote of the Association Members, an individual Director shall not be removed prior to the expiration of his or her term of office, except by the vote of a majority of Members.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 7. Voting Procedure For Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

B. Meetings.

Section 8. Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone or telegraph shall be delivered, telephoned, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver Of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (1) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver or notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum Of Board Of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by a majority vote of the total vote of the Association at a regular or special meeting of the Association.

Section 14. Conduct Of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

Section 15. Open Meeting. All meetings of the Board of Directors shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board.

Section 16. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 17. Action Without A Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers And Duties.

Section 18. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles of Incorporation or these By-Laws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Lot owner to the common expenses;
- (b) making Assessments to defray the common expenses, establishing means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment, provided otherwise determined by the Board of Directors, the annual Assessment against the proportionate share of the common expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
- (c) providing for the operation, care, upkeep, and maintenance of any common area;
- (d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Association, its property, and any common area, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;
- (e) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions and improvements to or alterations of any common area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By-Laws, and the Rules and Regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Lot owners;
- (j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable to Lot owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Lot owners and Mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Lot owners.

(m) make available to any prospective purchaser of a Lot, any Lot owner, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, Rules and Regulations, and all other books, records and financial statements of the Association; and

(n) permit utility suppliers to use portions of any common area reasonably necessary to the ongoing development or operation of the Development.

Section 19. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (f), (g) and (i) of Section 18 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days' or less written notice.

Section 20. Accounts And Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis accounting shall be employed;

(b) accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) a segregation of accounting duties, (ii) disbursements by check requiring two (2) signatures, and (iii) cash disbursements limited to amounts of Twenty-five Dollars (\$25.00) and under;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and

(f) commencing at the end of the month in which the first Lot is sold and closed, quarterly financial reports shall be prepared for the Association containing:

(i) an Income and Expense Statement reflecting all income and expense activity for the preceding three (3) months on a cash basis;

(ii) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year, which shall be distributed within ninety (90) days after the close of a fiscal year.

(iii) a Delinquency Report listing all Lot owners who have been delinquent during the preceding three (3) month period in paying the monthly installments of Assessments and who remain delinquent at the time of the report and describing the status of any action to collect such installments which shall be considered to be delinquent on the fifteenth (15th) day of each month; and

(iv) an annual report consisting of at least the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet as of the end of the fiscal year; (2) an operating (income) statement for the fiscal year; and (3) a statement of changes in financial position for the fiscal year. If said report is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 21. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of any common area without the approval of the Members of the Association; provided, however, the Board shall obtain membership approval in the same manner provided in Article X, Section 2, of the Declaration for special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

ARTICLE IV OFFICERS

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, excepting the offices of President and Secretary. The President and Treasurer shall be elected from among the members of the Board of Directors.

Section 2. Election, Term Of Office And Vacancy. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers And Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

ARTICLE V COMMITTEES

Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

ARTICLE VI MISCELLANEOUS

Section 1. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Indiana law, the Articles of Incorporation, the Declaration or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Indiana law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Indiana law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books And Records.

(a) **Inspection By Members And Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Development as the Board shall prescribe.

(b) **Inspection By Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and copies of documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such Lot owner; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the Lot owners pursuant to this Section.

Section 6. Amendment. Declarant may amend the By-Laws in accordance with the Declaration. These By-Laws may be amended otherwise only by the affirmative vote (in person or by proxy) or written consent of Members representing two-thirds (2/3) of the total votes of the Association (not a majority of a quorum).









