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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR WHITE OAK ESTATES IN

THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WHITE OAK ESTATES IN MUNSTER, LAKE COUNTY, INDIANA**

This Declaration is made as of the 20th day of July, 1993, by ATG Corporation, an Indiana corporation (the "Developer"); as owner of record of the real estate subject to this Declaration.

W I T N E S S E T H:

WHEREAS, the Developer is the owner of record of the real estate described in Exhibit A attached hereto and made a part hereof and desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Property and to this end desires to subject the real estate described in Exhibit A to the covenants, conditions, restrictions, charges and liens hereinafter set forth, each and all of which is and are for the benefit of each Lot and each Owner thereof; and

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

WHEREAS, Developer desires to provide a flexible and reasonable procedure for the overall development of the Development, and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such property subject to this Declaration; and

WHEREAS, as part of the Development, various common areas including, without limitation, cul-de-sac centers, a retention area, a detention area, the landscaped berms along the retention area and detention area, the storm water lateral ditch within the temporary drainage easement parcel described in Exhibit G, central signage with landscaping features and median strips are or may be provided for the benefit and enjoyment of persons residing in the Development; and

WHEREAS, Developer has formed (or intends to form) The White Oak Estates Property Owners Association, Inc., an Indiana not-for-profit corporation, for the purpose of providing for the orderly and proper administration of the Development, the care and maintenance of the Common Area, 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 Developer 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 this Declaration; and

NOW, THEREFORE, Developer hereby declares that all the Development described in Exhibit A shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Development or any part thereof, their heirs, successors, successors-in-title, and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

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

A. "Architectural Control Committee" or "Committee" shall mean the three (3) member committee which shall review all plans, specifications or other material prepared for the construction, renovation, modification, alteration or reconstruction of improvements to any real estate subject to this Declaration, and which shall administrate and enforce certain covenants, conditions and restrictions set forth herein.

B. "Association" shall mean the White Oak Estates Property Owners Association, or an organization of similar name, formed, or to be formed by Developer as an Indiana not-for-profit corporation.

C. "Declaration" shall mean this instrument and shall include such amendments, if any, to this instrument as may from time to time be adopted as permitted by the terms hereof.

D. "Common Area" shall mean all real and personal property now or hereafter owned by or subject to an easement in favor of the Association for the common use and enjoyment of the Owners. The initial Common Area to be owned by the Association shall be conveyed to the Association prior to the conveyance of a subdivision interest to any Owner. Common Area shall mean and refer to the retention pond, the detention pond, landscaped berms along the retention and detention ponds, the storm water lateral ditch within the temporary drainage easement parcel described in Exhibit G, culverts, landscaping, the architectural lighting system for the Development (excluding exterior light fixtures to be installed and maintained by the Owners), central signage with landscaping features, decorative fencing at the entrances on Main Street and Somerset Drive and such other or further items as shall be shown as Common Area or subject to an easement for stated purposes on the various Plats or Plans filed with the Recorder of Lake County from time to time with respect to portions of the Development, whether in conjunction with the recordation of a Supplemental Declaration or otherwise.

E. "Development" shall mean the Lots, the improvements on the Lots, and all other improvements within the Property.

- F. "Eligible Holder" shall mean a holder, insurer or guarantor of a first Mortgage on a Residential Unit who has requested notice of certain matters from the Association as hereinafter and in the Association's By-Laws provided.
- G. "Enclave" or "Enclave Lots" shall mean Lots 10 through 25, inclusive, and such other Lots as Developer may from time to time declare to be the "Enclave" Lots.
- H. "Estate Lots" are all Lots of the Property other than the Enclave Lots.
- I. "Lot" shall mean a portion of the Development intended for any type of independent ownership and use as may be set out in this Declaration and any amendments thereto, and as shall be shown on the Plats or Plans. Where the context indicates or requires, the term Lot includes any and all structures on the Lot.
- J. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.
- K. "Mortgage" shall mean any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.
- L. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.
- M. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Development, but excluding any party holding the fee simple title merely as security for the performance of any obligation. Owner shall include the Developer.
- N. "Plats" and "Plans" shall mean those plats of survey of all or any portion of the Development making reference hereto which have been or hereafter may be recorded in the Office of the Recorder of Lake County, Indiana, as the same may be amended or supplemented by replats or otherwise.
- O. "Property" shall mean and refer to the real property described in Exhibit A of this Declaration.
- P. "Residential Unit" shall mean a structure situated upon a portion of the Development intended for any type of independent ownership for use and occupancy as a residence by a single family. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of Lake County or other local governmental entity.

ARTICLE II

USE AND CONSTRUCTION RESTRICTIONS

A. USE OF LOTS. Lots shall be used only for the construction of a Residential Unit, to be occupied only by a single family, and an attached private garage containing no less than two (2) parking spaces and no more than four (4) parking spaces for the sole use of the owners or occupants of the Residential Unit. Storage sheds are not permitted on any Lot.

B. CONSTRUCTION APPROVAL PRIOR TO CONSTRUCTION AND CONSTRUCTION TIME LIMIT. All Residential Units shall be of new construction. No modular or other buildings substantially constructed off-site shall be moved onto any of the Lots. No Residential Unit, and no other structure of any kind, character, or description shall be commenced, erected or maintained on any of the Property until the plans and specifications have been submitted to and approved by the Architectural Control Committee as provided in Article IV. Each Residential Unit 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 Residential Unit. 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 Developer. The installation of landscaping (including sodding) and the sprinkler system required by Section III.1. hereof shall also be completed within said two hundred seventy (270) day period. The construction of any Residential Unit must be commenced within twenty-four (24) months from the date of conveyance of the title to the Lot to the Lot Owner.

C. FRONT AND REAR SET BACK. No Residential Unit 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 Residential Unit 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 Residential Units, driveways, or permitted accessory structures shall be located shall not be less than twenty-five percent (25%) of the width of the Lot with a minimum of ten percent (10%) of the width of the Lot allocated on one side. There shall be a minimum of two feet (2') of yard between each side lot line of a Lot, and the paving material of a driveway.

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

F. MINIMUM FLOOR AREA. For purposes of minimum floor area requirements imposed by this Declaration, all Lots within the Development shall be classified as either Enclave Lots or Estate Lots. Lots 10 through 25, inclusive of the Property are hereby declared to be Enclave Lots and all other Lots of the Property are hereby declared to be Estate Lots.

1. All Residential Units constructed upon Enclave Lots shall comply with the following:

a. All one-story Residential Units shall have a minimum first floor area of two thousand four hundred (2,400) square feet above grade level, not including any part of that area or floor of such Residential Unit which is below grade, in whole or in part.

b. All two-story Residential Units shall have a minimum total floor area of three thousand (3,000) square feet above grade level, not including any part of that area or floor of such Residential Unit which is below grade, in whole or in part.

c. All bi-level and tri-level Residential Units shall have a minimum total floor area of two thousand four hundred (2,400) square feet above grade level, not including any part of that area or floor of such Residential Unit which is below grade, in whole or in part.

d. All quad-level Residential Units shall have a minimum total floor area of two thousand four hundred (2,400) square feet above grade level, not including any part of that area or floor of such Residential Unit which is below grade, in whole or in part.

e. All one and one-half story Residential Units shall have a minimum total floor area of two thousand four hundred (2,400) square feet above grade level, not including any part of that area or floor of such Residential Unit which is below grade, in whole or in part.

2. All Residential Units constructed upon Estate Lots shall comply with the following:

a. All one-story Residential Units 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 Residential Unit which is below grade, in whole or in part.

b. All two-story Residential Units 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 Residential Unit which is below grade, in whole or in part.

c. All bi-level and tri-level Residential Units shall have a minimum total 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 Residential Unit which is below grade, in whole or in part.

d. All quad-level Residential Units shall have a minimum total 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 Residential Unit which is below grade, in whole or in part.

e. All one and one-half story Residential Units shall have a minimum total 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 Residential Unit 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 Residential Unit.

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.

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 therefor, and to that end each Lot Owner and its successors and assignees shall be granted and have an irrevocable license to install a mailbox upon any portion of the Property 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. Each Enclave Lot Owner shall install an underground sprinkler system to service the sodded areas and the seeded areas. Each Estate Lot Owner shall install an underground sprinkler system to service the sodded areas. Each Lot Owner who has not commenced the construction of a Residential Unit on the Owner's Lot within six (6) months from the date of conveyance of title to the Lot to such Owner shall clear, till and seed the Lot, and thereafter shall keep the Lot mowed and trimmed in a manner as required by the ordinances of the Town of Munster.

Each Lot Owner within the Enclave shall be required to plant in the front or side yard areas of the subject Lot at least eight (8) deciduous trees with a minimum diameter of two and one-half (2 1/2) inches in width and a minimum of eight (8) feet in height above grade, and a minimum of twenty (20) shrubs. Shorter, ornamental trees may be used to satisfy this requirement upon the approval of the Architectural Control Committee. Two (2) of the eight (8) trees shall be planted in the parkway area of the Enclave Lot to satisfy the requirements of the Town of Munster.

Each Estate Lot Owner shall be required to plant in the front or side yard areas of the subject Lot at least six (6) deciduous trees with a minimum diameter of two and one-half (2 1/2) inches in width and a minimum of eight (8) feet in height above grade, and a minimum of twenty (20) shrubs. Shorter, ornamental trees may be used to satisfy this requirement upon approval of the Architectural Control Committee. Two (2) of the six (6) trees shall be planted in the parkway area to satisfy the requirements of the Town of Munster.

The following additional requirements shall supplement the foregoing landscaping requirements in this Section II.I.:

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.
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 Architectural Control Committee. 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.
4. A minimum of ten (10) of the required shrubs shall be evergreens having a minimum height of eighteen inches (18"), or shall be of a flowering variety.

5. 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 a corner Lot) and a straight line extension to each side of that portion of the front of the Residential Unit 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 hereinabove defined, and a straight line extension to each side of that portion of the rear of the Residential Unit thereon, that is most nearly parallel to the front of the Residential Unit 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 Residential Unit in accordance with the foregoing due to the architectural configuration of the Residential Unit or for any other reason, shall be established for that Lot by the Architectural Control Committee, and such determination shall be final.

J. **FENCING.** Developer may (but shall not be required to) construct, as a part of the Common Area, decorative fencing of various size and type at the entrances on Main Street and Somerset Drive. Any such fencing shall be considered a part of the Common Area 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.

All fencing other than that constructed by Developer as a part of the Common Areas shall be deemed to be structures subject to the approval of the Architectural Control Committee under Article IV 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 Common Areas;
3. Is not proposed to be architecturally integrated into a formal landscape design, or
4. Does not meet the standards for approval under Article IV.

K. DRIVEWAYS. All driveways must be constructed of concrete, asphalt or paver stones and construction of a driveway must be completed within ninety (90) days after occupancy of a Residential Unit on the Lot. Driveways of brick, cobblestone, or other materials or a combination of materials may be installed only upon approval of the Architectural Control Committee. There shall be a minimum of two feet (2') of yard between each side lot line of a Lot, and the paving material of a driveway. There shall be no driveways or ingress/egress curb cuts at any place along Fran-Lin Parkway.

L. SATELLITE DISHES; POOLS. No satellite dishes or above-ground pools shall be permitted on any part of the Property 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 visitors temporarily parking in spaces and 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 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 Property. No business activities of any kind whatsoever shall be conducted in any Residential Unit or on any portion of the Property; 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 Residential Unit, or on the Property at any time as a permanent or temporary residence. Provided, however, the Developer may maintain a temporary office unit or trailer on the Property for the purpose of construction, development, marketing and maintenance of the Property.

P. 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 Property 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.

Q. 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 Residential Unit. It may be located on the door of the Residential Unit or the wall adjacent thereto, 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 fixtures approved in writing by the Architectural Control Committee, shall be installed on the exterior of any Residential Unit or other improvement on any Lot.

No television or radio antennae shall be erected or used unless installed on the rear roof area of a building structure. No television or radio antennae shall be visible from the public right of way. 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 Architectural Control Committee.

R. COACHLIGHTS. Each Residential Unit 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 Architectural Control Committee as set forth in Article IV.

S. 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 Property. 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 therefor.

T. PETS. No horses, cattle or any other livestock shall be kept or maintained on any part of the Property. Dogs shall not be left unattended by a Lot Owner outside of a Residential Unit. Permitted pets shall be kept subject to any Rules and Regulations adopted by the Association for the keeping of pets. Pets shall not be kept, bred or maintained for any commercial purposes. Pets shall not be allowed in any dedicated public area or on any other Lot except on a leash or lead. The Lot Owner shall be responsible for removing all offal immediately from all parts of the Property including such Owner's Lot.

U. REGULATIONS. Rules and Regulations concerning use of the Property 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 which shall be deemed effective until amended by the Association are attached hereto and made a part hereof as Exhibit C.

V. 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, Residential Units, and other buildings constructed on the Property shall conform to all state and local laws in addition to the covenants, conditions and restrictions set out herein.

ARTICLE III

PROPERTY RIGHTS

A. LOT OWNER'S RIGHTS AS TO THE COMMON AREA AND OTHER PROPERTY DEDICATED TO THE TOWN. Lot Owners shall have no property or other rights in and to the Common Area, 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, it being the express intention hereby that the obligations of the Association with regard to the Common Area has been imposed upon the Association and the Property 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 Developer 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 Property, and described on Exhibit B hereto. In the event the adjacent development is approved by all governmental bodies having jurisdiction thereof, the Developer may, in its sole discretion, incorporate said development into the Development, and said real estate shall be a part of the Property and the Development subject to this Declaration for all purposes. The incorporation of such adjacent development 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. DESIGNATION OF CLASS OF LOTS. The Developer may, by further declaration in its sole discretion, at any time and from time to time, prior to the first conveyance of any Lot by Developer, designate, classify or redesignate or reclassify such Lot as either an Enclave Lot or an Estate Lot, and upon the recording by Developer of a notice of such declaration in the Office of the Recorder of Lake County, Indiana, such Lot as so declared shall be subject to the requirements of Section II.F. hereof as are applicable to such designation or classification.

D. NO PARTITION. There shall be no partition of any Lot or of any of the Property from the provisions of this Declaration.

ARTICLE IV

ARCHITECTURAL CONTROLS

A. COMPOSITION AND CONTROL OF ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee 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 Architectural Control Committee by the Developer. Notwithstanding the provisions of Article V.D. hereof, the Architectural Control Committee 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 IV, until such time as Developer 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 III.B. hereof. Accordingly, and until such time, the Association shall have no right to control or effect the composition of the Architectural Control Committee 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 V.D., it being the express intent hereof that until such time as aforesaid, the Architectural Control Committee shall not be associated or affiliated with the Association in any manner. At such time as Developer shall have conveyed title by deed to the last Lot as aforesaid, the Architectural Control Committee 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 IV, 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 Lots 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 Architectural Control Committee over to the Association at any time prior to the time that such is otherwise required hereunder.

B. APPROVAL REQUIRED BY ARCHITECTURAL CONTROL COMMITTEE. No Residential Unit, building, fence, wall, deck, improvement or other structure shall be commenced, erected or maintained on the Property or on any Lot, nor shall any exterior addition, change or alteration therein be made, nor shall any restoration or reconstruction of any Residential Unit, building, fence, wall, deck, improvement or other structure commence after casualty, damage or otherwise, until the plans and specifications, plot lay-out, exterior elevations, landscaping plan and grading plan, which shall show the nature, kind, shape, height, materials, color scheme and location on Lot of the improvement(s) 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 Architectural Control Committee.

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 Architectural Control Committee. A report in writing setting forth the decisions of the Architectural Control Committee and the reasons therefor shall be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the required material by the applicant. In the event (a) the Architectural Control Committee fails to approve or disapprove within thirty (30) days after submission of the final plans, specifications and other material as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

C. REPAINTING OR REBUILDING IN ACCORDANCE WITH ORIGINAL PLAN. No permission or approval from the Architectural Control Committee shall be required to repaint the exterior of a Residential Unit 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 an Owner to remodel the interior of his or her Residential Unit, or to paint the interior of his or her Residential Unit any color desired.

Notwithstanding any provision of this Declaration to the contrary, Developer shall not be required to receive approval or permission from the Architectural Control Committee in connection with the original improvement of the Property.

D. POWER OF DISAPPROVAL. The Architectural Control Committee shall have the right in its sole discretion, to refuse to approve any part or all of the required materials submitted pursuant to Section IV.B. hereof. Without limiting its right to refuse to grant approvals based upon other conditions, the Architectural Control Committee 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 Architectural Control Committee to determine whether the proposed improvement otherwise complies with this Declaration.

2. The overall design or color scheme of a 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 improvement or modification with the general style of improvements already existing. Specific requirements and guidelines regarding design, color scheme and materials used in proposed improvements include, without limitation, the following:

a. A flat roof shall not be incorporated into the design or construction of any improvement or modification.

b. Non-masonry siding shall be cedar or redwood, except that vinyl or aluminum material may be used for soffit and fascia. Laminated wood or pressed wood siding may not be used.

c. At least thirty percent (30%) of the siding of an improvement, whether before or after modification, must be masonry. The thirty percent (30%) figure shall be in relation to all sides of an improvement. The term "masonry" as used herein shall mean brick of a minimum depth of three inches (3").

d. Chimneys must be all masonry, if and to the extent that any part thereof protrudes from or is external to the face of an exterior wall of the Residential Unit. Chimneys which are visible only as a protrusion through the roof of a Residential Unit may be constructed of and faced with either masonry or brick veneer, which are otherwise acceptable to the Architectural Control Committee as to design and color scheme. The term "masonry" as used herein shall mean brick of a minimum depth of three inches (3").

e. Darker colors that blend with existing surroundings (improvements and landscapes) are aesthetically more desirable than lighter colors. 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 colors are subject to the preceding color rules.

The Architectural Control Committee shall determine compliance with the foregoing standards in its sole discretion. The Architectural Control Committee 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 Architectural Control Committee). This discretion of the Architectural Control Committee to waive compliance with the standards shall be limited to such determinations.

E. LIABILITY AND RESPONSIBILITY. Neither the Developer, the Association, nor the Architectural Control Committee, 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 plans and other materials required by this Article 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 Architectural Control Committee shall hold the Developer, the Association, the Architectural Control Committee, and any member thereof, harmless from all damage, loss or prejudice suffered or claimed by any third party, including attorney's fees incurred.

ARTICLE V

ASSOCIATION ORGANIZATION, AND MEMBERSHIP AND VOTING RIGHTS

A. ASSOCIATION ORGANIZATION. The Association has been organized as an Indiana not-for-profit 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 D and E.

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 Developer, or as to subsequent owners, upon delivery to the Association of a certified copy of a duly executed deed or other instrument establishing a change of record 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 Developer from membership while it or its successors in interest, if any, owns one or more Lots, or any part of the Property.

The first annual meeting shall not be held until such time as the rights of the Developer to appoint Directors and to thereby control the Association shall have expired as provided in Section V.D. of this Declaration or at such earlier time or times as may be determined by the Developer. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings 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 of Directors. 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. 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 the 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.

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 Property, and seventy-five (75%) percent of the lots which may become Lots, and which may become a part of the Property and the Development pursuant to Article III: 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 of 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 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.

E. NOTICE TO ASSOCIATION OF CONVEYANCE OF LOTS. Each Owner who sells his Lot shall require his purchaser to 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.

F. CONTROL AND MANAGEMENT OF THE COMMON AREA. The Association shall be responsible for the exclusive management and control of the Common Area for which it has responsibilities under Article VI.

G. 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 Property conveyed to it by the Developer.

H. PERFORMANCE AND ENFORCEMENT OF LOT OWNERS 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 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 Section VII.E., a lien for which shall be perfected and enforced as provided for in Section VII.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 Section II.G. and Section II.H., upon such Owner's failure or refusal to perform such obligation.

I. 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 reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VI

MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREA 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 Common Area:

A. To mow and to otherwise maintain, repair and replace all lawn and landscaped areas of the Common Area, and all structures located thereon.

B. To maintain, repair and replace the storm water retention and detention facilities and adjoining landscaped berm constructed or to be constructed for the benefit of the Development on the Property described on Exhibit F.

C. To maintain, repair and replace the storm water lateral ditch running along the real estate described in Exhibit G.

Notwithstanding the foregoing, in the event that any homeowners association other than the Association is incorporated or otherwise organized and established pursuant to a declaration of covenants, conditions, restrictions and easements, recorded as an encumbrance upon all or any part of the real estate described on Exhibit G hereto (herein a "Neighboring Association"), and either by necessity or by convenience the members of such Neighboring Association use or otherwise benefit from any of the Common Area, either physically or aesthetically, the Association shall be entitled to be reimbursed for a fair proportionate share of the cost of meeting its obligations respecting the Common Area under this Article VI in such amount as shall be determined by the board of directors of the Association, which determination shall be final in all respects, except as may be altered as a result of binding arbitration conducted pursuant to the applicable rules of the American Arbitration Association.

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ARTICLE VII

COVENANT FOR ASSESSMENTS

A. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Developer, for each Lot owned within the Development, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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 such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien thereon. Each Assessment, together with such 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 Common Area 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

Common Area, 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 the annual assessments shall be fixed by the Board of Directors of the Association each year and shall be based upon the projected budget 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 Common Area, 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 ASSESSMENT 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 V.H.

F. THE ALLOCATION OF ASSESSMENTS. Annual assessments 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 Developer 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.

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 mechanics' 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 Board of Directors determines to file foreclosure to collect unpaid Assessments, the Board of 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 Common Area 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.



ASSOCIATION 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.

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 Common Area 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 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.

ARTICLE IX

INDIVIDUAL OWNER INSURANCE

By virtue of taking title to a Residential Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners that each individual Owner shall carry all-risk casualty insurance. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and

destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. The Architectural Control Committee may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Lot and the standard for returning the Lot to its natural state in the event the Owner decides not to rebuild or reconstruct.

ARTICLE X

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 Section III.B. or Section III.C.

ARTICLE XI

TERM AND TERMINATION

The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall 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 be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions 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.

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.

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ARTICLE XII

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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 by any proceeding at law or in equity. Any Lot Owner found to be in violation by a court of competent jurisdiction of 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 Architectural Control Committee 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 construed or deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

ARTICLE XIII

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first Mortgages on Lots in the Development. To the extent applicable, necessary, or proper, the provisions of this Article XIII apply to both this Declaration and to the By-Laws of The White Oak Property Owners Association, Inc. 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:

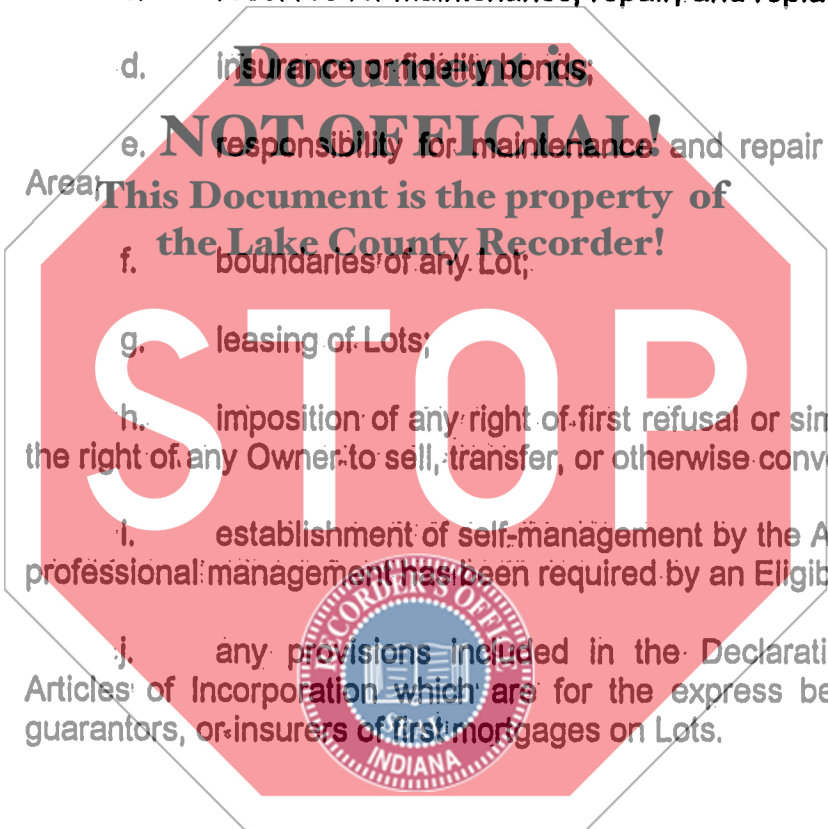
1. any proposed termination of the Association;
2. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;
3. any delinquency in the payment of Assessments 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 XIII, or to the addition of land in accordance with Section III.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 Property and the approval of the Eligible Holders to which at least 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 Property 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;
- c. reserves for maintenance, repair, and replacement;
- d. insurance or fidelity bonds;
- e. responsibility for maintenance and repair of the Common Area;
- 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 provisions 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.



ARTICLE XIV

DEVELOPER'S RIGHTS

Any or all of the special rights and obligations of the Developer 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 Developer and duly recorded in the Official Records of Lake County, Indiana.

ARTICLE XV

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 Residential Unit and becoming an Owner, acknowledges and agrees, that neither Developer (including without limitation any assignee of interest of Developer hereunder) 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 assets, nor be a lien upon such other assets of the judgment debtor.

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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 XVI may not be amended without the advance written consent of Developer.

IN WITNESS WHEREOF, Developer has caused this instrument to be signed by its President & Secretary and its seal to be hereunto affixed this 20 day of July, 1993.



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DEVELOPER:

ATG Corporation, an Indiana
corporation.

By: [Signature]

ERIC T. GASTEVICH

Its: President

ATTEST: [Signature]

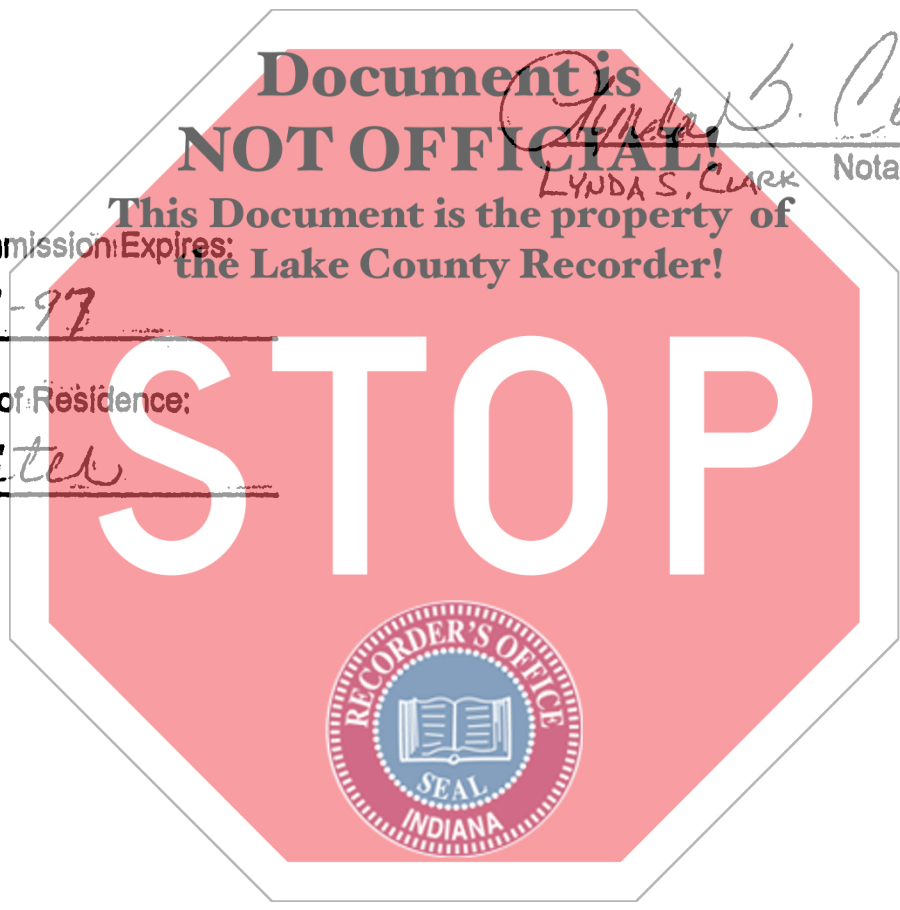
JAYLENE W. KLOTH

Its: Secretary

STATE of Indiana)
) SS:
COUNTY of Lake)

Before me, a Notary Public in and for said County and State, personally appeared Eric T. Gastevich and Jaylene W. Kloth, the President and Secretary of ATG Corporation, organized and existing under the laws of the State of Indiana, and acknowledge the execution of the foregoing instrument for and on behalf of ATG Corporation and who, having been duly sworn, stated that the representations therein contained are true.

1993. Witness my hand and Notarial Seal this 20 day of July.



Document is
NOT OFFICIAL
This Document is the property of
the Lake County Recorder!

My Commission Expires:
2-8-97

County of Residence:
Porter

This instrument prepared by and after recording should be returned to:

Vladimir Gastevich, One Professional Center, Suite 315, Crown Point, IN 46307

EXHIBIT A

White Oak Estates, Block One, an Addition to the Town of Munster, Lake County, Indiana; as recorded in Plat Book 74, Page 65.



EXHIBIT B

DESCRIPTION: Part of the Southwest Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian more particularly described as follows: Commencing at the Southwest corner of said Southwest Quarter; thence North 0° 42' 31" East, along the West line of said Southwest Quarter, a distance of 1432.59 feet to the Southwest corner of Windfield Addition to the Town of Munster, as recorded in Plat Book 71, page 50 in the Office of the Recorder of Lake County, Indiana; thence South 89° 17' 29" East along the South line of said Windfield Addition, a distance of 40.00 feet to the point of beginning; thence continuing South 89° 17' 29" East along the last described line, a distance of 619.90 feet; thence North 0° 42' 31" East, along the boundary of said Windfield Addition, a distance of 80.00 feet; thence South 89° 17' 29" East, along the boundary of said Windfield Addition, a distance of 80.88 feet; thence North 0° 42' 31" East, along the boundary of said Windfield Addition a distance of 1127.11 feet to the North line of said Southwest Quarter; thence South 88° 40' 53" East, along the North line of said Southwest Quarter, a distance of 1091.95 feet to the Northeast corner of said Southwest Quarter; thence South 0° 31' 56" West, along the East line of said Southwest Quarter, a distance of 2647.00 feet to the South line of said Southwest Quarter; thence North 88° 47' 30" West, along the South line of said Southwest Quarter, a distance of 1534.02 feet; thence North 0° 42' 31" East, a distance of 141.22 feet to a point of curve; thence Northwesterly along a curve concave to the Southwest and having a radius of 615.00 feet, an arc distance of 554.76 feet; thence North 60° 17' 29" West, a distance of 408.29 feet to a point of curve; thence Northwesterly along a curve concave to the Northeast and having a radius of 535.00 feet, an arc distance of 569.59 feet; thence North 0° 42' 31" East, a distance of 97.68 feet to the point of beginning, containing 122.00 acres, more or less, all in Munster, Lake County, Indiana.

but excluding the following described real property:

EXHIBIT B continued

PARCEL 1: PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1432.59 FEET TO THE SOUTHWEST CORNER OF WINDFIELD ADDITION TO THE TOWN OF MUNSTER, AS RECORDED IN PLAT BOOK 71, PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 17 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF SAID WINDFIELD ADDITION, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 17 MINUTES 29 SECONDS EAST ALONG THE SOUTH LINE OF SAID WINDFIELD ADDITION, A DISTANCE OF 619.98 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 80.88 FEET; THENCE SOUTH 18 DEGREES 40 MINUTES 55 SECONDS EAST, A DISTANCE OF 414.99 FEET; THENCE SOUTH 13 DEGREES 13 MINUTES 11 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 76 DEGREES 46 MINUTES 49 SECONDS WEST, A DISTANCE OF 835.41 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 535.00 FEET (THE CHORD OF WHICH CURVE BEARS NORTH 06 DEGREES 26 MINUTES 18 SECONDS WEST, A CHORD DISTANCE OF 133.12 FEET), AN ARC DISTANCE OF 133.47 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.68 FEET TO THE POINT OF BEGINNING.

the Lake County Recorder!

PARCEL 2: PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1432.59 FEET TO THE SOUTHWEST CORNER OF WINDFIELD ADDITION TO THE TOWN OF MUNSTER, AS RECORDED IN PLAT BOOK 71, PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 89 DEGREES 17 MINUTES 29 SECONDS EAST, ALONG THE SOUTH LINE OF SAID WINDFIELD ADDITION, A DISTANCE OF 659.98 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST, ALONG THE BOUNDARY OF SAID WINDFIELD ADDITION, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST, ALONG THE BOUNDARY OF SAID WINDFIELD ADDITION, A DISTANCE OF 70.00 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 29 SECONDS EAST, ALONG THE BOUNDARY OF SAID WINDFIELD ADDITION, A DISTANCE OF 80.88 FEET; THENCE NORTH 00 DEGREES 42 MINUTES 31 SECONDS EAST, ALONG THE EAST LINE OF SAID WINDFIELD ADDITION, A DISTANCE OF 733.05 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 29 SECONDS EAST, A DISTANCE OF 124.13 FEET; THENCE NORTH 78 DEGREES 31 MINUTES 07 SECONDS EAST, A DISTANCE OF 287.35 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 53 SECONDS EAST, A DISTANCE OF 185.64 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 630.00 FEET (THE CHORD OF WHICH CURVE BEARS SOUTH 25 DEGREES 47 MINUTES 49 SECONDS EAST, A CHORD DISTANCE OF 306.04 FEET), AN ARC DISTANCE OF 309.13 FEET; THENCE SOUTH 39 DEGREES 51 MINUTES 14 SECONDS EAST, A DISTANCE OF 285.22 FEET; THENCE NORTH 50 DEGREES 08 MINUTES 46 SECONDS EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 39 DEGREES 51 MINUTES 14 SECONDS EAST, A DISTANCE OF 675.42 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 580.00 FEET (THE CHORD OF WHICH CURVE BEARS SOUTH 19 DEGREES 39 MINUTES 39 SECONDS EAST, A CHORD DISTANCE OF 400.41 FEET), AN ARC DISTANCE OF 408.82 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 56 SECONDS WEST, A DISTANCE OF 224.21 FEET; THENCE NORTH 76 DEGREES 46 MINUTES 49 SECONDS WEST, A DISTANCE OF 1433.81 FEET; THENCE NORTH 18 DEGREES 40 MINUTES 55 SECONDS WEST, A DISTANCE OF 414.99 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 29 SECONDS WEST, A DISTANCE OF 80.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

**RULES AND REGULATIONS OF
WHITE OAK ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

1. Every owner, occupant or guest of an owner or occupant shall comply with each and every provision of the Declaration and the Articles of Incorporation and By-Laws of White Oak Estates Property Owners Association, Inc., these Rules and Regulations, and all the ordinances of the Town of Munster governing or controlling the use or occupancy of Lots located within White Oak Estates of Munster.

2. Each residence shall be occupied solely by one family.

3. Each Residential Unit located within White Oak Estates of Munster shall be occupied for residential purposes only, and no Residential Unit may be divided or subdivided into a smaller residence or Residential Unit, nor any room or portion thereof sold, transferred or leased. Nothing herein shall prohibit the owner of a Residential Unit from leasing the entire residence 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 White Oak Estates Property Owners Association, Inc., and these Rules and Regulations. All such leases, and lessees, shall be subject to approval by the Association upon written application for same from the Owner of the Residential Unit involved, and the 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 provision shall not prohibit the use of telephone for business purposes of a nature incident to a business located outside of the Lot, or for 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 Property 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. All lawns, landscaping, the surfaces of driveways and walkways, and the exterior of all Residential Unit 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 thirty (30) days within which to correct any violation; or reach an agreement with the Association as to the correction of said violation.

7. The Owner of each Lot shall be responsible for the maintenance of parkways (side strips) located between their lot lines and edges of street pavements on which said Lots face.

All equipment used in clearing, excavating or construction on any Lot that is not rubber-tired shall be loaded or unloaded only within the boundary lines of the Lot. During clearing, excavating, construction, renovation or reconstruction the Owner of the Lot on which the work is performed shall cause the roads and sidewalks within or bordering on the Lot to be kept clear of dirt and debris caused by such clearing, excavating, construction or reconstruction and shall be responsible for any damage to such roads and sidewalks.

8. No Residential Unit, building, wall, deck, improvements or other structure of any kind, character or description shall be commenced, erected or maintained on any part of the Property 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 Architectural Control Committee.

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 Architectural Control Committee. A report in writing setting forth the decisions of the Architectural Control Committee and the reasons therefor shall be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the required material by the applicant. In the event (a) the Architectural Control Committee fails to approve or disapprove within thirty (30) days after submission of the final plans, specifications and other material as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

9. 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.

10. All Residential Units located within White Oak Estates shall have an address street number clearly visible from the street.

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

- a. Cannot be continuously kept and maintained with the Residential Unit the boundaries of the Lot on which said Residential Unit is maintained, by lease or otherwise, or
- b. Occasions any noise, odor or noxious effect beyond the confines of the Residential Unit; or
- c. Are, or are kept unsanitary, or
- d. Are potentially dangerous or unsafe by nature or kept condition, or
- e. Are prohibited by Town ordinance, State law or otherwise.

12. No material, equipment or device may be placed or used in any Residential Unit or on any Lot on which a Residential Unit 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 condition.

13. 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 Regulations in the manner, and to the same extent as provided for enforcement of the provisions of the Declaration.

14. 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 White Oak Estates.

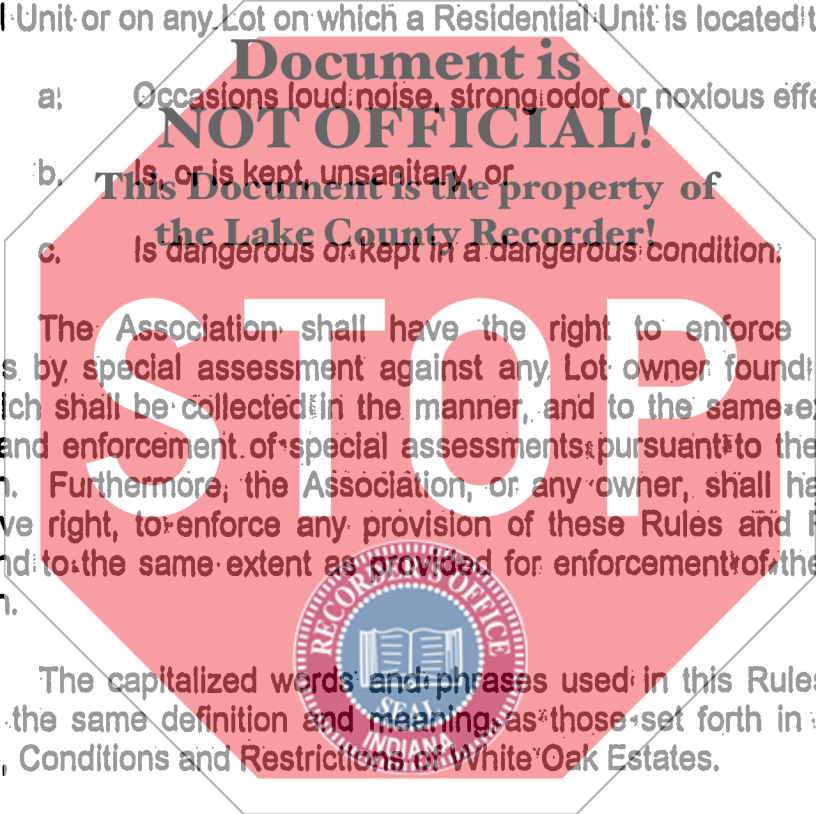


EXHIBIT D

Corporate Form No. 364-1 (Jan. 1987)

ARTICLES OF INCORPORATION
(Not for Profit)

Prescribed by Evan Bayh
Secretary of State of Indiana

**Document is
NOT OFFICIAL!**
ARTICLES OF INCORPORATION
OF
This Document is the property of
THE WHITE OAK ESTATES PROPERTY OWNERS ASSOCIATION, INC.
the Lake County Recorder!

The undersigned incorporator, desiring to form a corporation (hereinafter referred to as the "Corporation") pursuant to the provisions of the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Act"), execute the following Articles of Incorporation:

ARTICLE I
NAME
The Name of the Corporation is The White Oak Estates Property Owners Association, Inc.

ARTICLE II
PURPOSES

The purpose of which the Corporation is formed are:

Section 1. To establish an incorporated association (hereinafter the "Association") to administer the Property and its Lots located in White Oak Estates, Munster, Lake County, Indiana (the "Development"), which are subject to the Declaration of Covenants, Conditions and Restrictions For White Oak Estates (the "Declaration").

Section 2. This Association is organized for the purpose of providing a convenient means of administering the Property pursuant to the Declaration.

Section 3. The Association shall not engage in activities for the profit of its

members, and shall conduct affairs in such fashion and for such purposes other than for pecuniary gain of its members, directors, officers, and incorporators.

Section 4. The Association shall have all of the common law and statutory powers of a corporation not-for-profit 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, those set forth in the Declaration.

Section 6. All rights, powers and descriptions of purposes established by the Articles of Incorporation, shall be subject to the Declaration and all provisions contained therein as if fully set forth in the Articles, and shall further be subject to Indiana law governing not for profit corporations.



ARTICLES III
PERIOD OF EXISTENCE

The period during which the Corporation shall continue is perpetual!

ARTICLE IV
RESIDENT AGENT AND PRINCIPAL OFFICE

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

Vladimir Gastevich
One Professional Center
Suite 315
Crown Point, IN 46307

Section 2. Principal Office. The post office address of the principal office of the Corporation is:

c/o ATG Corporation
One Professional Center
Suite 312
Crown Point, IN 46307

ARTICLE V MEMBERSHIP

A minimum of three (3) persons shall have signed the membership list.

Section 1. Classes of Membership, and Rights, Preferences and Limitations of Classes of Membership.

(a) Every Owner, or Owners, of Lots in the Development shall be members of the Association, and no other person or entity shall be entitled to membership, except that the initial members need not be Owners, and said members' membership shall terminate on the same date as the termination of the Declarant's right under Article IX Section 2 below, except for the membership of the initial members who are Owners of Lots as of such date.

(b) Membership in the Association shall be established by the recording in the Office of the Recorder of Lake County of a deed or other instrument establishing a change of record title to a Lot in the Development and the delivery to the Association of a copy of such instrument, shall entitle the new Owner designated by such instrument therein to become a member of the Association. The membership of the former Owner shall be thereby terminated.

(c) The share of the member in the funds and the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Lot in the Development.

Section 2. Voting Rights of Classes.

(a) Each Lot Owner, by virtue of membership in the Association shall be entitled to vote and participate in all affairs of the Association. In the event a Lot is owned by more than one natural person, as governed by the Declaration, voting rights shall be limited to one Owner for each Lot, such Owner to be certified in writing to the Association.

(b) Each voting Owner shall be entitled to cast one vote for each Lot owned in the Development.

ARTICLE VI DIRECTORS

Section 1. Number of Directors. The initial Board of Directors is composed of three (3) members. Provided, however, that the exact number of directors shall be prescribed from time to time in the By-Laws of the Corporation; AND PROVIDED FURTHER THAT UNDER NO CIRCUMSTANCES SHALL THE MINIMUM NUMBER BE LESS THAN THREE (3).

Section 2. Names and Post Office Addresses of the Initial Board of Directors. The names and post office address of the initial Board of Directors are:

ARTICLE VII
INCORPORATOR

Section 1. Name and Post-Office Address of the Incorporator. The name and post office address of the incorporator of the Corporation:

Eric T. Gastevich
One Professional Center
Suite 312
Crown Point, IN 46307

ARTICLE VIII
STATEMENT OF PROPERTY AND VALUE (IF ANY)

A statement of the property, and an estimate of the value thereof, to be taken over by the Corporation at or upon its incorporation are as follows:

Document is NOT OFFICIAL!
NONE
This Document is the property of
the Lake County Recorder!

ARTICLE IX
PROVISIONS FOR REGULATION AND CONDUCT
OF THE AFFAIRS OF CORPORATION

Other provisions, consistent with the laws of this State, for the regulation and conduct of the affairs of the Corporation, and creating, defining, limiting or regulating the powers of the Corporation, the directors or the members of any class or classes of members are as follows:

Section 1. The power to make, alter, amend, or repeal the By-Laws of the Corporation shall be vested in the members of the Association, subject to the terms, provisions, and conditions contained in the Declaration and the By-Laws of this Corporation.

Section 2. Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the By-Laws except that the Developer (as defined in the Declaration) 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 percent (75%) of all Lots (as defined in the Declaration) which are a part of the Property (as defined in the Declaration), and seventy-five percent (75%) of the lots which may become Lots, and which may become a part of the Property and the Development pursuant to Article III.B. of the Declaration have been conveyed by deed to Lot Owners, or five (5) years from the date of recording of the Declaration, whichever shall first occur, and such directors need not be Owners of Lots. Thereafter, directors shall be elected as otherwise required by these Articles of Incorporation, and the By-Laws.

Notwithstanding any other provision of the Declaration, these 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 members 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 the Declaration, these 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 members, 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 the Declaration.

(b) Such Board shall have no power to reallocate the voting power among the Members in any manner contrary to the 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 accountings provided for in the 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 the Declaration, these Articles of Incorporation, and the By-Laws. Each member shall be deemed to have given to Developer an irrevocable proxy to vote on any and all matters on which such member is entitled to vote under the Declaration, or under these 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.

Section 3. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be the party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursements as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights.

The undersigned, being one or more persons, do hereby adopt these Articles of Incorporation, representing beforehand to the Secretary of State of the State of Indiana and all persons whom it may concern that a membership list or lists of the above-named Corporation for which a Certificate of Incorporation is hereby applied for, have heretofore been opened in accordance with the law and that at least three (3) persons have signed such membership list.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute these Articles of Incorporation and certify the truth of the facts herein states this _____ day of _____, 1993. I hereby verify subject to penalties of perjury that the facts contained herein are true.



This instrument prepared by Vladimir Gasteovich, One Professional Center, Suite 315, Crown Point, IN 46307.

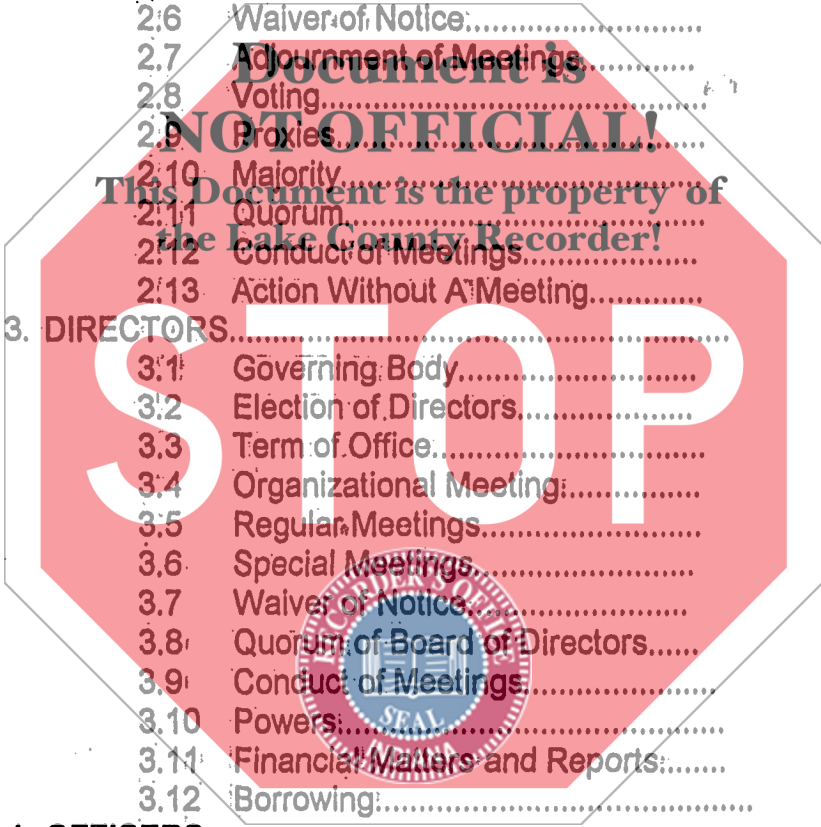
EXHIBIT E



THE WHITE OAK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

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BY-LAWS

OF

THE WHITE OAK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

SECTION 1. NAME, OFFICE AND DEFINITIONS.

1.1 Name. The name of the Association shall be The White Oak Estates Property Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.2 Principal Office. The principal office of the Association in the State of Indiana shall be located in the Town of Crown Point, County of Lake. 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.

1.3 Definitions. The capitalized words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions of White Oak Estates (said Declaration, as amended, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

SECTION 2. MEMBERSHIP, MEETINGS AND VOTING.

2.1 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.

2.2 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.

2.3 Annual Meetings. The first annual meeting shall not be held until such time as the rights of the Developer to appoint Directors and to thereby control the Association shall have expired as provided in Article V.D. of the Declaration, or at such earlier time or times as may be determined by the Developer. The next annual meeting shall be set by the Board of Directors so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent annual meetings 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 of Directors. 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. 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 these By-Laws and transact such other business as may properly come before the meeting.

2.4 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.

2.5 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) 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.

2.6 Waiver of Notice. Waiver of notice of a 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 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 vote.

2.7 Adjournment of Meetings. All any meetings 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 from time to time until a quorum is present.

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

2.9 Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

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

therein, for periods of three (3) years, two (2) years, and one (1) year, respectively, such that there shall be only one vacancy each year on the Board of Directors occasioned by the expiration of a director's term.

3.4 Organizational Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

3.5 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. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting, unless such notice is waived.

3.6 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the entire Board. Not less than two days' notice of the meeting shall be given personally, or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any Director may waive notice of a meeting, before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 Quorum of Board of Directors. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration, or elsewhere herein. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joining of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the present of such Director for the purpose of determining a quorum.

3.9 Conduct of Meetings. The presiding officer of Directors' meetings shall be the President. In the absence of the presiding officer, the Vice President shall preside.

3.10 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.

2.11 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of thirty percent (30%) of the Members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

2.12 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.

2.13 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.

SECTION 3. DIRECTORS

3.1 Governing Body. The Board of Directors shall consist of three (3) persons. Each member of the Board of Directors shall be either a Member or be designated by the Developer as provided in the Declaration and the Articles of Incorporation.

3.2 Election of Directors. Election of Directors shall be conducted in the following manner:

- a. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the Members of the Association.
- b. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by a majority of the remaining Directors (not a majority of a quorum).
- c. Nothing herein shall be in any way interpreted to limit in any manner the right of the Developer to select and designate all of the Directors pursuant to Article V.D. of the Declaration, and Article IX, Section 2 of the Articles of Incorporation.

3.3 Term of Office. The term of each Director's service shall be for a period of three (3) years and extending thereafter until his successor is duly elected and qualified or until he is removed, provided, however, that the terms of the members of the initial Board of Directors as named in the Articles of Incorporation of the Association shall be, in the order listed

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 Member to the Common Area;
- b. making Assessments to pay the Common Area expenses, establishing the means and methods of collecting such Assessments; and establishing the period of the installment payments of the annual Assessment, provided that unless otherwise determined by the Board of Directors, the annual assessment 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. collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association;
- d. opening of bank accounts on behalf of the Association and designating the signatories required;
- e. enforcing by legal means the provisions of the Declaration and these By-Laws, and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;
- f. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- g. paying the cost of all services rendered to the Association or its Members;
- h. 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 expense incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Members 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 owners. All books and records shall be kept in accordance with generally accepted accounting practices; and

- i. make available to any prospective purchaser of a Lot, any Owner of a Lot, 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, and all other books, records, and financial statements of the Association;

3.11 Financial Matters and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) cash accounts of the Association shall not be commingled with any other accounts;
- (b) commencing at the end of the year in which the Association was incorporated, annual financial reports shall be prepared and distributed within ninety (90) days after the close of the fiscal year for the Association containing:

(i) an Income Statement reflecting all income and expense activity for the preceding year;

(ii) an Account Activity Statement reflecting all receipt and disbursement activity for the preceding year;

(iii) a Balance Sheet as of the last day of the Association's fiscal year and an Operating Statement for said fiscal year;

(iv) a Delinquency Report listing all Members who have been delinquent during the preceding year in paying the 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 remain delinquent (an installment of the Assessment shall be considered to be delinquent on the fifteenth (15th) day after due); and

- (c) Ordinarily, the annual report referred to above shall be 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.

3.12 Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Area without the approval of the Members of the Association.

SECTION 4. OFFICERS.

4.1 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 Assistance 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.

4.2 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 set forth in Section 3 hereof. 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.

4.3 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.

4.4 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.

4.5 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by a 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.

SECTION 5. MISCELLANEOUS.

5.1 Fiscal Year. The initial fiscal year of the Association shall be the calendar year, unless otherwise set by resolution of the Board of Directors.

5.2 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.

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

5.4 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 as the Board shall prescribe.

(b) Rules For Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested;

(c) 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.

5.5 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 Member's Lot; or

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

5.6 Amendment. Prior to the sale of the first Lot, Declarant may amend the By-Laws. These By-Laws may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing a majority of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause or provisions shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

5.7 Definitions. The capitalized words and phrases used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions and Restrictions for White Oak Estates in the Town of Munster, Lake County, Indiana.



CERTIFICATION

The undersigned being first duly sworn, hereby certifies that the within and foregoing By-Laws of the White Oak Estates Property Owners Association, Inc. are true and correct.

Signature

Printed Name and Title



EXHIBIT F

Outlot "A", White Oak Estates, Block One, an Addition to the Town of Munster, Lake County, Indiana, as recorded in Plat Book 74, Page 65.

Outlot "B", White Oak Estates, Block One, an Addition to the Town of Munster, Lake County, Indiana, as recorded in Plat Book 74, Page 65.



EXHIBIT-G

DITCH EASEMENT TO G.T.R.R.

DESCRIPTION: Part of the East One Half of the Northwest Quarter of Section 32, Township 36 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Beginning at the Southwest corner of said East one half; thence North $0^{\circ} 37' 13''$ East, along the West line of said East one half, a distance of 1738.62 feet to the South line of the 100 foot wide right of way of the Grand Trunk and Western Railroad; thence South $70^{\circ} 16' 58''$ East, along said right of way line, a distance of 42.33 feet; thence South $0^{\circ} 37' 13''$ West, a distance of 1725.17 feet to the South line of said East one half; thence North $88^{\circ} 48' 53''$ West along the South line of said East one half, a distance of 40.00 feet to the point of beginning, all in Munster, Lake County, Indiana.

